

## COLLABORATION AGREEMENT

**THIS AGREEMENT** dated 22 June 2021 is made **BETWEEN**:

- 1) The University of East Anglia, whose registered office is at Norwich Research Park, Norwich, NR4 7TJ (“Lead University”); and
- 2) The University of Newcastle upon Tyne, whose registered office is at King’s Gate, Newcastle upon Tyne, NE1 7RU (“NCL”);
- 3) International IDEA whose registered office is at Strömsborg 1, Stockholm, Sweden (“IDEA”)

each a “Party” and collectively “the Parties” as the case may be.

### WHEREAS

- A) The Lead University was the lead applicant in a proposal to ESRC (“Funding Body”), for a research project called ‘National recovery and resilience: learning from elections during a pandemic’ (“the Project”) as set out in Schedule 1; and
- B) The Parties were co-applicants to the Funding Body in the proposal submitted to the Funding Body for the Project; and
- C) The Funding Body has made an award to the Lead University to carry out the Project in accordance with its terms and conditions as set out in Schedule 2 (the “Main Contract”); and
- D) The Parties agree to carry out a portion of the Project as envisaged in the proposal to the Funding Body.

In the event of any conflict between the terms of this Collaboration Agreement and the terms of the Main Contract, then the terms of the Main Contract will prevail.

This Collaboration Agreement sets out the terms under which the Parties shall perform the Allocated Work:

### 1. DEFINITIONS

1.1 The following expressions shall have the following meanings in this Collaboration Agreement including its recitals, unless the context requires otherwise:

- 1.1.1 “Allocated work” means the research allocated to each Party, as defined in the Project at Schedule 1.
- 1.1.2 “Arising Intellectual Property” means any Intellectual Property which is generated or first reduced to practice by any Party or Parties directly as a

result of the work undertaken in accordance with this Collaboration Agreement.

- 1.1.3 “Background Intellectual Property” means any Intellectual Property excluding Arising Intellectual Property owned or controlled by any Party prior to commencement of or independently from the Project, and which the owning Party contributes or uses in the course of performing the Project.
- 1.1.4 “Co-Investigator(s)” are as listed in the Project as set out in Schedule 1, or any other Co-Investigators brought into the Project during the Project Period.
- 1.1.5 “Confidential Information” means any information of a confidential nature or identified as confidential, including but not limited to Background Intellectual Property disclosed by one Party to the others for use in the Project and any Arising Intellectual Property (in which that Party owns the Intellectual Property).
- 1.1.6 “Data Controller”, “Data Processor”, “Data Subject” and “Personal Data” shall have the meanings set out in the Data Protection Legislation.
- 1.1.7 “Data Protection Legislation” means the Data Protection Act 2018, or the General Data Protection Regulation (EU) 2016/679 (as applicable) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any guidance or codes of practice issued by the Information Commissioner or any other designated Supervisory Authority in the UK from time to time (all as amended, updated or re-enacted from time to time), or the equivalent legal requirements in the country/countries where the Parties are registered.
- 1.1.8 “Intellectual Property” means intellectual property of any description including but not limited to all inventions, designs, information, specifications, formulae, improvements, discoveries, know-how, data, processes, methods, techniques and the intellectual property rights therein, including but not limited to, patents, copyrights, database rights, design rights (registered and unregistered), trade marks, trade names and service marks, applications for any of the above.
- 1.1.9 “Principal Investigator” is the person listed as the lead academic in the Project as set out in Schedule 1, or his or her successor as agreed by the Funding Body.
- 1.1.10 “Project Period” means the period from 2 November 2020 to 1 November 2021 inclusive.

In this Collaboration Agreement, references to Clauses and Schedules refer to clauses and schedules of this Collaboration Agreement; and the singular form of any word includes the plural, and vice versa, as required by the context.

## **THE PARTIES HEREBY AGREE**

### **2. THE PROJECT**

- 2.1 For the duration of the Project Period, the Parties will each use their reasonable endeavours to collaborate on the Project as described in Schedule 1 of this Collaboration Agreement including any modifications, deletions or expansions approved in writing by all Parties and the Funding Body where relevant. The Parties to this Collaboration Agreement shall be bound *mutatis mutandis* by the terms and conditions of the Main Contract, which form part of this Collaboration Agreement; except that provisions of the Main Contract that are particular to the Lead University and/or other parties to the Main Contract shall apply only to those parties.
- 2.2 The Project shall be performed by or under the direction and supervision of the Principal Investigator, Co-investigator(s) and Other Participants as listed in the original proposal to the Funding Body.
- 2.3 In respect of the Allocated Work, each Party will use its reasonable endeavours to provide adequate facilities; to obtain any requisite materials, equipment and personnel; and to carry out work diligently within the scope allowed by its funding and in accordance with the Funding Body's terms. The Parties further warrant that the work shall be done in accordance with all applicable laws. Although each Party will use its reasonable endeavours to perform the Project, no Party undertakes that the work carried out under or pursuant to this Collaboration Agreement will lead to any particular result, nor is the success of such work guaranteed. For the avoidance of doubt, nothing in this Clause purports to permit any Party to reverse engineer or otherwise analyse any of the materials provided to it under this Collaboration Agreement except in accordance with the provisions of this Collaboration Agreement and to the extent applicable by law.
- 2.4 The Principal Investigator's functions shall include:
  - 2.4.1 the co-ordination of the Project and the proper distribution of information between the Parties including the provision of a copy of any reports prepared for the Funding Body and
  - 2.4.2 to act as a liaison between the Parties and the Funding Body concerning the Project, and
  - 2.4.3 to duly and regularly convene meetings between the Parties at reasonably convenient times and places as may be necessary or desirable.
- 2.5 The Parties undertake to:
  - 2.5.1 each appoint a suitable Project representative to manage its respective work on the Project and to act as each Party's principal contact, and to

promptly effect any necessary replacement of such Project representative and to ensure his or her regular attendance at meetings; and

2.5.2 duly comply with all reasonable procedures laid down by and other reasonable requests and requirements of the Principal Investigator, or the Steering Committee/Trial Steering Committee as relevant, in respect of its functions; and

2.5.3 co-operate in their common pursuit of the Project objectives.

2.6 All Parties acknowledge that the Lead University has responsibility for submitting reports to the Funding Body, including the final report, and the Parties agree to do all that is reasonable to enable those reports to be submitted in a timely manner.

### **3. RESEARCH INTEGRITY**

3.1 Each Party will be responsible for arranging the ethics and governance required for their work on the Project. Each Party shall be responsible for ensuring they have received appropriate ethical and governance approvals in relation to their work on the project before commencing any research that requires such permissions and shall ensure they maintain all relevant paperwork in relation to approvals for a sufficient time period to support audit/inspection requirements.

### **4. PAYMENT**

4.1 The Funding Body has undertaken to provide funding for the Project and the Lead University shall act as recipient of the funding for the Parties. The sole financial obligation of the Lead University under this Agreement shall be to forward the payments allocated to the other Parties, in accordance with Schedule 3 of this Agreement.

4.2 In the event that the Funding Body requires the reimbursement by the Lead University of any sums paid under this Collaboration Agreement, then to the extent that such requirement arises from the acts or omissions of a Party, the Party hereby agrees to reimburse the Lead University the sum received by the Party together with any interest charged thereon.

4.3 The Lead University is under no obligation to pay the Parties for any costs claimed by the Parties which are rejected by the Funder or to make payments to the Parties where monies have not been received from the Funder in advance.

### **5. CONFIDENTIALITY PROCEDURES**

5.1 Subject to Clauses 6.1 and 6.2, each Party will use all reasonable endeavours not to disclose to any third party any Confidential Information nor use for any purpose except as expressly permitted by this Collaboration Agreement, any of another Party's Confidential Information.

5.2 No Party shall incur any obligation under Clause 5.1 with respect to information which:

- 5.1.1 is known to the receiving Party before the start of the Project Period, and not impressed already with any obligation of confidentiality to the disclosing Party; or
- 5.1.2 is or becomes publicly known without the fault of the receiving Party; or
- 5.1.3 is obtained by the receiving Party from a third party in circumstances where the receiving Party has no reason to believe that there has been a breach of an obligation of confidentiality owed to the disclosing Party; or
- 5.1.4 is independently developed by the receiving Party; or
- 5.1.5 is approved for release in writing by an authorised representative of the disclosing Party; or
- 5.1.6 the receiving Party is specifically required to disclose in order to fulfil an order of any Court of competent jurisdiction provided that, in the case of a disclosure under the Freedom of Information Act 2000, none of the exemptions in that Act applies to the Confidential Information.

5.3 If any Party receives a request under the Freedom of Information Act 2000 or the Freedom of Information (Scotland) Act 2002 or the Environmental Information Regulations 2004 to disclose any Confidential Information, it will notify and consult with the other Parties. The other Parties will respond within five (5) working days after receiving notice if the notice requests assistance in determining whether or not an exemption in that Act applies.

## **6. PUBLICATION**

6.1 The Project will form part of the actual carrying out of a primary charitable purpose of the Parties; that is, the advancement of education through teaching and research. There must therefore be some element of public benefit arising from the Project, and this is secured through the following sub-clauses.

- 1. This Collaboration Agreement shall not prevent or hinder registered students of any Party from submitting for degrees of that Party theses based on results obtained during the course of work undertaken as part of the Project; or from following that Party's procedures for examinations and for admission to postgraduate degree status.
- 2. In accordance with normal academic practice, all employees, students, agents or appointees of the Parties (including those who work on the Project) shall be permitted:-
- 3. following the procedures laid down in Clause 6.2, to publish results, jointly where applicable, obtained during the course of work undertaken as part of the Project; and
- 4. in pursuance of the Parties' academic functions, to discuss work undertaken as part of the Project in internal seminars and to give instruction within their organisation on questions related to such work.

6.2 Each Party will use all reasonable endeavours to submit material intended for publication to the other Parties in writing not less than thirty (30) days in advance of the submission for publication. The publishing Party may be required to delay submission for publication if in any other Party's opinion such delay is necessary in order for that other Party to seek patent or similar protection for material in respect of

which it is entitled to seek protection, or to modify the publication in order to protect Confidential Information. A delay imposed on submission for publication as a result of a requirement made by the other Party shall not last longer than is absolutely necessary to seek the required protection; and therefore shall not exceed three (3) months from the date of receipt of the material by such Party, although the publishing Party will not unreasonably refuse a request from the other Party for additional delay in the event that property rights would otherwise be lost. Notification of the requirement for delay in submission for publication must be received by the publishing Party within twenty (20) days after the receipt of the material by the other Party, failing which the publishing Party shall be free to assume that the other Party has no objection to the proposed publication.

- 6.3 The provisions of Clauses 5.1 and 5.2 shall survive for a period of three (3) years from the date of termination of this Collaboration Agreement. The provisions of Clause 6.2 shall survive for a period of one (1) year from the date of termination of this Collaboration Agreement.

## **7. IMPACT**

- 7.1 The Parties acknowledge Universities are expected to demonstrate their research generates wider societal, environmental and/or economic impact and all Parties agree to comply with any reasonable requests made by a university Party to provide them with information (excluding Confidential Information) that may be required to evidence such impact.

## **8. INTELLECTUAL PROPERTY RIGHTS**

- 8.1 For the avoidance of doubt all Background Intellectual Property used in connection with the Project shall remain the property of the Party introducing the same. No Party will make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the ownership or use of any of the Background Intellectual Property of the other parties except under the terms of this Collaboration Agreement. Each Party acknowledges and confirms that nothing contained in this Collaboration Agreement shall give it any right, title or interest in or to the Background Intellectual Property of the other Parties save as granted by this Collaboration Agreement.
- 8.2 Each Party grants the others a royalty-free, non-exclusive licence for the duration of the Project to use its Background Intellectual Property for the sole purpose of carrying out the Project. No Party may grant any sub-licence over or in respect of the other's Background Intellectual Property. Each party agrees that any background supplied under this royalty free licence has a notional value to the supplying party of at least £100.
- 8.3 Each Party shall own the Arising Intellectual Property generated by its employees, students and/or agents under the Project and shall ensure that it secures ownership of such Arising Intellectual Property from its employees, students and agents. Subject to the terms of the Main Contract, the Party owning any Arising Intellectual Property shall be entitled to use and exploit such Arising Intellectual Property as that Party sees fit, and subject always to Clauses 8.5 and 8.6

- 8.4 Each Party shall promptly disclose to the other(s) all Arising Intellectual Property generated by it and each Party shall co-operate, where required, in relation to the preparation and prosecution of patent applications and any other applications relating to Arising Intellectual Property.
- 8.5 Where any Arising Intellectual Property is created or generated by two or more Parties jointly and it is impossible to segregate each Party's intellectual contribution to the creation of the Arising Intellectual Property, the Arising Intellectual Property will be jointly owned by those Parties in equal shares. The owners may take such steps as they may decide from time to time, to register and maintain any protection for that Arising Intellectual Property, including filing and prosecuting patent applications for any Arising Intellectual Property, and taking any action in respect of any alleged or actual infringement of that Arising Intellectual Property. If one or more of the owners does not wish to take any such step or action, the other owner(s) may do so at their expense, and the owner not wishing to take such steps or action will provide, at the expense of the owner making the request, any assistance that is reasonably requested of it.
- 8.6 Any joint owner of any of the Arising Intellectual Property may commercially exploit the Arising Intellectual Property upon consultation and agreement with the other Party/Parties. In such circumstances, the Party which is commercially exploiting the Arising Intellectual Property will pay the other Party/Parties a fair and reasonable royalty rate/revenue on the value of any products or processes commercially exploited by it which incorporate any Arising Intellectual Property taking into consideration the respective financial and technical contributions of the Parties to the development of the Arising Intellectual Property, the expenses incurred in securing intellectual property protection thereof and the costs of its commercial exploitation and the proportionate value of the Arising Intellectual Property in any such product or process.
- 8.7 Each Party is hereby granted an irrevocable, non-transferable, royalty-free right to use all Arising Intellectual Property generated in the course of the Project for non-commercial, academic and research purposes, including research involving projects funded by third parties provided that those parties gain or claim no rights to such Arising Intellectual Property.
- 8.8 If any Party (the "Exercising Party") requires the use of Intellectual Property of any other (the "Other Party") in order to exercise its rights in Arising Intellectual Property (whether solely or jointly owned) then the Other Party shall grant to the Exercising Party, insofar as it is able by virtue of pre-existing agreements, a non-exclusive, royalty bearing licence to use its Background Intellectual Property and/or Arising Intellectual Property (as the case may be) on fair and reasonable terms, always subject to obligations of confidentiality under Clause 5 and to the extent necessary for the Exercising Party to exercise its rights in Arising Intellectual Property, such license to include the right to issue sub-licenses to third parties subject to the prior written agreement of the Other Party.

## **9. TRANSFERS OF MATERIALS**

9.1 In the event that any materials (Materials) being shared by a transferring Party (“Transferor”) to a receiving Party (“Transferee”) under this Agreement is subject to any additional regulations due to its level of sensitivity including, without limitation, the Human Tissue Act 2004, the Parties agree to enter into a relevant material transfer agreement.

## **10. PROCESSING AND SHARING DATA**

10.1 In the event that any information (Data) being processed or shared by a transferring Party (“Transferor”) to a receiving Party (“Transferee”) under this Agreement is subject to any additional regulations due to its level of sensitivity including, without limitation, the Data Protection Act 2018 as updated from time to time, the Parties shall enter into a relevant Data agreement.

## **11. ASSIGNMENT**

11.1 No Party will assign this Collaboration Agreement without the prior written consent of the other Parties, such consent not to be unreasonably withheld, denied or delayed.

## **12. WITHDRAWAL**

12.1 Any Party (the “Withdrawing Party”) may withdraw from the Project upon six (6) months prior written notice to the others, where it considers withdrawal justified on the grounds that no further purpose to the Project would be served by the Withdrawing Party continuing in the Project. Withdrawal by the Withdrawing Party will only take place after discussions with the other Parties and the Committee(s) as appropriate. Such discussions to occur within three (3) months of submission by the Withdrawing Party of notice to withdraw, after which the Parties will confirm to the Withdrawing Party the official date of withdrawal (“Date of Withdrawal”) and any relevant terms.

12.2 In the event of withdrawal of a Party, the Lead University, in collaboration with the other Parties will make all reasonable attempts to reallocate the obligations of the Withdrawing Party under this Collaboration Agreement to another existing Party or a new Party acceptable to the remaining Parties to this Collaboration Agreement and the Funding Body provided that such Party agrees to be bound by the terms of this Collaboration Agreement. If the reason for withdrawal is that the work allocated to the Withdrawing Party is no longer viable, the Lead University shall discuss with the Funding Body the reallocation or reimbursement of funds in accordance with the Main Contract.

12.3 The Withdrawing Party shall not from the Date of Withdrawal be entitled to recover any of its costs incurred in connection with the Allocated Work and shall, from the Date of Withdrawal, comply with any conditions that may be imposed pursuant to Clause 12.1 which shall include (without limitation);

12.3.1 rights granted to the other Parties in respect of the Withdrawing Party’s Background Intellectual Property shall continue for the duration of the Project solely for the purposes of carrying out the Project, subject to the restrictions contained in this Collaboration Agreement;



- 12.3.2 to the extent that exploitation of any other Party's/Parties' Arising Intellectual Property is dependent upon the Withdrawing Party's Background Intellectual Property, then the Withdrawing Party shall, to the extent that it is free to do so, grant to the other Party/Parties a non-exclusive licence to such Background Intellectual Property on fair and reasonable terms to be agreed;
- 12.3.3 the Withdrawing Party shall grant to the other Parties a non-exclusive, royalty-free licence to use the Withdrawing Party's Arising Intellectual Property for the purposes of carrying out the Project. For the avoidance of doubt any exploitation of such Withdrawing Party's Arising Intellectual Property will be dealt with in accordance with Clauses 8.6, 8.7 and 8.8;
- 12.3.4 all rights acquired by the Withdrawing Party to the Background Intellectual Property and Arising Intellectual Property of the other Parties shall cease immediately other than in respect of the Withdrawing Party's interest in any jointly owned Intellectual Property under Clause 8.5.

### 13 **TERMINATION**

- 13.1 A Party (the "Terminating Party") may terminate its involvement in this Collaboration Agreement by giving ninety (90) days' prior written notice to the Lead University of its intention to terminate if another Party (the "Party in Breach") commits a material breach of the terms of this Collaboration Agreement, or is persistently in breach of this Collaboration Agreement in such a manner that the Terminating Party is hindered in its ability to carry out its obligations in the Project. The notice shall include a detailed statement describing the breach. If the breach is capable of being remedied and is remedied within the ninety (90) day notice period, then the termination shall not take effect. If the breach is of a nature such that it can be fully remedied but not within the ninety (90) day notice period, then termination shall also not be effective if the Party involved begins to remedy the breach within that period, and then continues diligently to remedy the breach until it is remedied fully. If the breach is incapable of remedy, or a persistent breach, then the termination shall take effect at the end of the ninety (90) day notice period in any event.
- 13.2 All rights acquired by the Terminating Party to Background Intellectual Property and Arising Intellectual Property of the other Parties shall cease immediately other than in respect of the Terminating Party's interest in any jointly owned Intellectual Property; the Terminating Party shall, however, continue to comply with the obligations under Clause 8.
- 13.3 Each Party agrees to notify the other Party/Parties promptly if at any time their key academic is unable or unwilling to continue the direction and supervision of the Allocated Work. Within sixty (60) days after such incapacity or expression of unwillingness that Party shall nominate a successor to replace their key academic. The other Party/ Parties will not decline unreasonably to accept the nominated successor. However, if the successor is not acceptable on reasonable and substantial grounds, then either (i) such Party will be asked to withdraw from the Project in accordance with Clause 12; or (ii) this Collaboration Agreement may be terminated by giving ninety (90) days' written notice to the other Party/Parties.

- 13.4 The expiration of the Project Period, or the termination of this Collaboration Agreement under Clauses 13.1 or 13.3, shall cause the termination with effect from the date of expiry or termination of the obligations imposed on the Parties under Clause 2.
- 13.5 In addition to the remedies contained in Clause 12 (Withdrawals); in the event that any Party shall commit any material breach of or default in any terms or conditions of this Collaboration Agreement, the Steering Committee if applicable, and otherwise the non-defaulting Parties, may decide by unanimous vote of the non-defaulting Parties to instruct the chairperson of the Steering Committee or the Lead University as appropriate to serve written notice of such breach on the defaulting Party and in the event that such Party fails to remedy such breach within ninety (90) days after receipt of such written notice (where such breach is remediable) the Parties may collectively, at their option and in addition to any other remedies which they may have at law or in equity, and with the approval of the Funding Body, remove the defaulting Party and continue with the Collaboration Agreement or terminate this Collaboration Agreement. Any removal of the defaulting Party shall be effective as of the date of the receipt of such notice, in respect of a breach incapable of remedy, and, otherwise at the end of the 90 day period referred to above, whereupon the provisions of Clause 12.3 shall apply to the defaulting Party.
- 13.6 If any Party (a) passes a resolution for its winding-up; or if (b) a court of competent jurisdiction makes an order for that Party's winding-up or dissolution; or makes an administration order in relation to that Party; or if any Party (c) appoints a receiver over, or an encumbrancer takes possession of or sells an asset of, that Party; or (d) makes an arrangement or composition with its creditors generally; or (e) makes an application to a court of competent jurisdiction for protection from its creditors generally; the remaining Parties shall meet to either suspend or terminate that Party's involvement in the Project. Any removal of the defaulting Party shall be effective as of the date of the receipt of such notice whereupon the provisions of Clause 12.3 shall apply to the defaulting Party.
- 13.7 In the event that it is agreed by all the Parties that there are no longer valid reasons for continuing with the Project the Parties may decide by unanimous vote, and in consultation with the Steering Committee/Trial Steering Committee as applicable, to terminate this Collaboration Agreement. In the event of such termination each Party shall be reimbursed for all costs and non-cancellable commitments properly charged in accordance with this Collaboration Agreement and incurred or committed up to the date of termination, providing that such funds have been or are able to be recovered from the Funding Body. For the avoidance of doubt, no Party shall be required to contribute to any losses suffered by another Party in circumstances where costs have not been recovered from the Funding Body.
- 14 **LIMITATION OF LIABILITY**
- 14.1 No Party makes any representation or warranty that advice or information given by any of its employees, students, agents or appointees who work on the Project, or the content or use of any materials, works or information provided in connection with the Project, will not constitute or result in infringement of third-party rights.

- 14.2 No Party accepts any responsibility for any use which may be made of any work carried out under or pursuant to this Collaboration Agreement, or of the results of the Project, nor for any reliance which may be placed on such work or results, nor for advice or information given in connection with them.
- 14.3 The Parties undertake to make no claim in connection with this Collaboration Agreement or its subject matter against any employees, students, agents or appointees of the other Parties (apart from claims based on fraud or wilful misconduct). This undertaking is intended to give protection to individual researchers: it does not prejudice any right which a Party might have to claim against any other Party.
- 14.4 The liability of any Party for any breach of this Collaboration Agreement, or arising in any other way out of the subject-matter of this Collaboration Agreement, will not extend to loss of business or profit, or to any indirect or consequential damages or losses.
- 14.5 In any event, the maximum liability of any Party under or otherwise in connection with this Collaboration Agreement or its subject matter shall not exceed the monies received by that Party either under this Collaboration Agreement as detailed in Schedule 3, or directly from the Funding Body for their allocated work on the Project.
- 14.6 Nothing in this Collaboration Agreement limits or excludes either Party's liability for:
- 14.6.1 death or personal injury resulting from negligence; or
- 14.6.2 any fraud or for any sort of other liability which, by law, cannot be limited or excluded.
- 14.7 If any sub-clause of this Clause 14 is held to be invalid or unenforceable under any applicable statute or rule of law then it shall be deemed to be omitted, and if as a result any Party becomes liable for loss or damage which would otherwise have been excluded then such liability shall be subject to the remaining sub-clauses of this Clause 14.

## **15. NOTICES**

- 15.1 The Lead University's representative for the purpose of receiving reports and other notices shall until further notice be:

For legal notices: Contracts Manager, Research & Innovation Services, University of East Anglia, Norwich Research Park, Norwich NR4 7TJ; [rin.reception@uea.ac.uk](mailto:rin.reception@uea.ac.uk)

For technical notices: Principal Investigator

NCL representative for the purpose of receiving reports and other notices shall until further notice be:

For legal notices: Head of Legal Services, Newcastle University, King's Gate, Newcastle upon Tyne, NE1 7RU

Legalnotices@ncl.ac.uk

For technical notices: Dr Alistair Clark alistair.clark@ncl.ac.uk

IDEA representative for the purpose of receiving reports and other notices shall until further notice be: Erik Asplund, Programme officer (e.asplund@idea.int) and Tendai Jönsson, Administrative Office (t.chinamora-jonsson@idea.int)

## **16 FORCE MAJEURE**

- 16.1 A Party shall not be liable for failure to perform its obligations under this Collaboration Agreement, nor be liable to any claim for compensation or damage, nor be deemed to be in breach of this Collaboration Agreement, if such failure arises from an occurrence or circumstances beyond the reasonable control of that Party (excluding an obligation to make payment) including but not limited to a pandemic.
- 16.2 If a Party affected by such an occurrence causes a delay of six (6) months or more, and if such delay may reasonably be anticipated to continue, then the Parties shall, in consultation with the Funding Body, discuss whether continuation of the Project is viable, or whether the Project and this Collaboration Agreement should be terminated.

## **17 GENERAL**

- 17.1 Clause headings are inserted in this Collaboration Agreement for convenience only, and they shall not be taken into account in the interpretation of this Collaboration Agreement.
- 17.2 Nothing in this Collaboration Agreement shall create, imply or evidence any partnership or joint venture between the Parties or the relationship between them of principal and agent.
- 17.3 Each Party shall ensure that it has well defined arrangements for investigating and resolving allegations of research misconduct. Where an allegation of research misconduct arises in respect of an individual Party's participation in the Project and leads to a subsequent formal investigation, the relevant Party shall inform the Steering Committee/Trial Steering Committee as appropriate, and the Lead University and the Funding Body of the investigation and its outcome. Where an allegation of research misconduct arises in respect of several Parties' participation in the Project, the relevant Parties will work together to determine how the allegation will be investigated and reported.
- 17.4 No Party shall use the name or any trade mark or logo of any other Party or the name of any of its staff or students in any press release or product advertising, or for any other commercial purpose, without the prior written consent of the Party/Parties.
- 17.5 Any Party who is engaging subcontractors to undertake part of the work must ensure:
- 17.5.1 that the subcontracting arrangement is done in line with this Collaboration Agreement.

- 17.5.2 that they conduct their own due diligence checks on each subcontractor, similar to the checks conducted by the Lead University in relation to them.
- 17.6 The Parties (including any employee, sub-contractor or agent of that Party, in all cases whether or not acting with the other Parties' knowledge) agree to comply with all applicable anti-corruption and anti-bribery laws and any other applicable laws in connection with their performance under this Agreement, (including laws relating to import and export control, hazardous materials transportation laws, anti-money laundering laws, and tax laws). Any failure by a Party (including any employee, sub-contractor or agent of that Party) to comply with any provision of this Clause 17.4 is considered to be a material breach of this Agreement for which any other Party may terminate in accordance with Clause 13 of this Agreement. In the event that a Party believes it has reasonable grounds for suspecting another Party may have violated any provision of this Clause 17.4, the violating Party agrees to provide the other Party or Parties with reasonable access to books, records, documents, or other files relating to any such possible violation.
- 17.7 Except as otherwise expressly provided for herein, the Parties confirm that nothing in this Collaboration Agreement shall confer or purport to confer on any third party any benefit or any right to enforce any term of this Collaboration Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999.
- 17.8 This Collaboration Agreement and its Schedules (which are incorporated into and made a part of this Collaboration Agreement) constitute the entire agreement between the Parties for the Project and replace any previous agreements. No statements or representations made by any Party have been relied upon by the other in entering into this Collaboration Agreement. Any variation shall be in writing and signed by authorised signatories for each Party.
- 17.9 This Collaboration Agreement shall be governed by English Law and the English Courts shall have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with this Collaboration Agreement.
- 17.10 If any dispute arises out of this Collaboration Agreement the Parties will first attempt to resolve the matter informally through designated senior representatives of each Party to the dispute, who are not otherwise involved with the Project. If the Parties are not able to resolve the dispute informally within a reasonable time not exceeding two (2) months from the date the informal process is requested by notice in writing they will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.
- 17.11 If any one or more Clauses or sub-clauses of this Collaboration Agreement would result in this Collaboration Agreement being prohibited pursuant to any applicable competition law then it or they shall be deemed to be omitted. The Parties shall uphold the remainder of this Collaboration Agreement, and shall negotiate an amendment which, as far as legally feasible, maintains the economic balance between the Parties.

17.12 This Collaboration Agreement may be executed in any number of counterparts, electronically or otherwise, each of which when executed (and delivered) will constitute an original of this Collaboration Agreement, but all counterparts will together constitute the same agreement. No counterpart will be effective until each party has executed at least one counterpart.

EXECUTED as an agreement

For and on behalf of the Lead University

Signature *T. Moulton*

Name: ..... Tracy Moulton

Title: ..... Contracts Manager

Date: 18.6.21 .....

For and on behalf of the University of Newcastle upon Tyne

Signature *Christine Masterson*

Name: ..... Dr Christine Masterson

Title: ..... Grants & Contracts Manager

Date: 22 June 2021 .....



For and behalf of IDEA

Signature *Kevin Casas-Zamora*

Name: ..... Kevin Casas-Zamora

Title: ..... Secretary-General

Date: 17/06/2021 .....

**Schedule Description**

- 1 The Project (including Allocated Work)
- 2 The Contract (Award Letter)
- 3 Breakdown of Costs to the Collaborating University
- 4 Publishing