

**COLLABORATION AGREEMENT**

**between**

**The Queen's University of Belfast**

**and**

**Dibrugarh University**

**and**

**Tezpur University**

**and**

**Bodoland University**



## COLLABORATION AGREEMENT

between

The Queen's University of Belfast, having its main administrative offices at University Road, Belfast, BT7 1NN ("**QUB**")

and

Dibrugarh University, having its main administrative offices at Dibrugarh, Assam, India-786004 ("**Dibrugarh**")

and

Tezpur University, having its main administrative offices at Napaam, Tezpur, Assam, India-784028 ("**Tezpur**")

and

Bodoland University, having its main administrative offices at Kokrajhar, Assam, India-783370 ("**Bodoland**")

hereinafter referred to as the "**Parties**" and each of them being a "**Party**"

In this Agreement Dibrugarh, Tezpur and Bodoland shall together be referred to as the "**Collaborators**", and each of them being a "**Collaborator**"

## BACKGROUND

- A. QUB was the lead applicant in a proposal to the British Council (the "**Funder**") for a research project entitled "*Strategic Networks and Computing*" as set out in Schedule 1 (the "**Project**"); and
- B. The Collaborators were co-applicants in the proposal submitted to the Funder for the Project; and
- C. The Funder has awarded a contract to QUB to carry out the Project and this is set out in Schedule 2 (the "**Head Terms**"); and
- D. QUB wishes the Collaborators to carry out a portion of the Project as envisaged in the proposal to the Funder.
- E. This Agreement sets out the terms and conditions under which QUB will pass on the funds allocated to the Collaborators under the Head Terms and under which the Parties will collaborate on the work to be conducted on the Project.

## TERMS AND CONDITIONS

It is hereby agreed as follows:

1. The Project shall commence on 10 December 2021 and shall end on 10 March 2023 (the "**Project Period**") unless terminated earlier in accordance with this Agreement. If this Agreement is entered into after the start of the Project Period, it will apply retrospectively to work carried out in relation to the Project on or after the commencement date.



2. The Parties will co-operate to perform the Project. The tasks to be undertaken by each Party for the Project are those allocated to them as set out in Schedule 1. The Parties agree to perform such tasks with all due diligence, reasonable skill and care within the scope of their funding, and each Collaborator further agrees to obtain all relevant ethical approvals and appropriate consents required to perform such tasks. Although each Party will use its reasonable endeavours to perform the Project, no Party undertakes that work carried out under or pursuant to this Agreement will lead to any particular result, nor is the success of such work guaranteed.
3. Each Collaborator agrees to be bound by the Head Terms as if it were QUB and shall comply with any corresponding obligations imposed on QUB by the Funder. On termination or expiry of the Head Terms, this Agreement will automatically immediately terminate.
4. Each Collaborator agrees to provide to QUB promptly on request any information, documentary evidence and records in respect of the Project that QUB may reasonably require from time to time in order to fulfil its reporting obligations under the Head Terms.
5. The funding to be provided to each Collaborator by QUB in respect of the Project is detailed in the payment schedule as set out in Schedule 3 of this Agreement. This funding must only be used for the purposes of the Project and not for any other purpose including (without limitation) construction or capital programme purposes or any other commitments which are not research or staff costs directly related to the Project. QUB shall only pass on funds detailed in Schedule 3, subject to receipt of sufficient funds from the Funder, and may seek reimbursement of any funds which it is required to return under the Head Terms as a result of the Collaborator's acts and omissions under the Project, together with any interest charged thereon. The Collaborators shall immediately inform QUB of any financial issues, problems or queries that arise that are not planned for in this Agreement or which contravene any provisions of this Agreement including, without limitation, the Head Terms.
6. Each Collaborator undertakes not to conduct itself (whether by act or omission) in such a manner that would cause QUB to be in breach of QUB's obligations under the Head Terms, and shall indemnify QUB from and against any liabilities, losses, costs or expenses incurred by QUB as a result of a breach of this undertaking or as a result of the Collaborator's failure to comply with any of its obligations under this Agreement.
7. Except under the indemnity in clause 6 above, the maximum liability of a Party under this Agreement shall be limited to the sum received by such Collaborator under this Agreement as detailed in the payment schedule contained in Schedule 3 of this Agreement and shall not in any case extend to indirect or consequential losses. For the avoidance of doubt, nothing in this Agreement shall limit or exclude any Party's liability for (a) death or personal injury resulting from negligence; or (b) any fraud or for any sort of other liability which, by law, cannot be limited or excluded.
8. For the purposes of this Agreement "**Confidential Information**" shall mean all information exchanged between the parties during the Project that is not:
  - a. information which is in the public domain (other than as a result of disclosure by the other party in breach of its commitments of confidentiality contained in this clause 8);
  - b. information which the receiving Party is required to disclose by a Court;



- c. in the possession of the receiving Party through release by an independent third party unrelated to the Project;
- d. known to the receiving Party prior to its disclosure as shown by written records
- e. developed by the receiving Party independently from the disclosing Party as shown by written records;
- f. required for release by the receiving Party to a public body carrying out any statutory required audit or external research assessments;
- g. required for publication in the exercise of rights under this Agreement.

No Party shall during the Project Period and for a period of five (5) years thereafter disclose the other's Confidential Information to any party unrelated to the Project. For the avoidance of doubt if a Party has the need to disclose Confidential Information to a third party collaborator or subcontractor for the purposes of the Project then that Party must ensure they are aware of and comply with confidentiality obligations no less onerous than those outlined in this Agreement

9. **Publication Rights.** The Project will form part of the actual carrying out of a primary charitable purpose of one or all of the Parties; that is, the advancement of education through teaching and research. Accordingly, the Parties are obliged to ensure that there must be elements of public benefit arising from the Project, and these obligations are secured through the remaining clauses in this clause 9.

9.1 This 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.

9.2 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:

9.2.1 following the procedures laid down in clause 9.3 to publish results, jointly where applicable, obtained during the course of work undertaken as part of the Project; and

9.2.2 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.

9.3 Each Party will use all reasonable endeavours to submit material intended for publication to the other Parties in writing not less than 30 (thirty) 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 3 (three) 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 30 (thirty) 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.

- 9.4 The provisions of clause 9.3 shall survive for a period of 1 (one) year from the date of termination or expiration of this Agreement.
- 9.5 All publications shall acknowledge the funding made available for the Project by the Funder in accordance with the Head Terms. Reference to the Funder must be made in any and all written text such as press releases or published documents related to the Project.

## 10. Intellectual Property

- 10.1 Nothing in this Agreement shall affect the ownership of any background intellectual property (being any intellectual property owned or controlled by a Party prior to the commencement of the Project or generated by a Party outside the scope of the Project) used in the implementation of the Project.
- 10.2 Subject to the conditions of the Head Terms, any intellectual property, know-how and results created in the course of the Project ("Results") shall be owned by the Party that generates them.
- 10.3 Any Results which are generated by two or more Parties jointly and for which it is impossible to segregate each Party's intellectual contribution to the creation of such Results shall be referred to in this Agreement as "Joint Results". Joint Results shall be jointly owned by those Parties who have generated such Joint Results (the "Joint Owners") in proportion to the respective contribution of each Party. The Joint Owners shall all participate in the preparation, filing, prosecution and maintenance of the Joint Results using patent counsel reasonably acceptable to all Joint Owners. Any Joint Owner of any of the Joint Results may commercially exploit the Joint Results upon consultation and agreement with the other Joint Owners. In such circumstances, the Party which is commercially exploiting the Joint Results will pay the other Joint Owners a fair and reasonable royalty rate/revenue on the value of any products or processes commercially exploited by it which incorporate any Joint Results taking into consideration the respective financial and technical contributions of the Joint Owners to the development of the Joint Results, the expenses incurred in securing intellectual property protection thereof and the costs of its commercial exploitation and the proportionate value of the Results in any such product or process
- 10.4 Each Party grants the other Parties (i) a non-exclusive, non-transferable, non-sub-licensable, royalty-free licence for the duration of the Project to use its background intellectual property used in the implementation of the Project solely to enable the other Party to carry out their respective part of the Project, and (ii) a non-exclusive, non-transferable, non-sub-licensable, royalty-free licence to use its Results for academic and non-commercial research purposes, including research projects funded by third parties (including commercial entities) provided that those parties gain or claim no rights to such Results.
- 10.5 If any Party (the "Exercising Party") requires the use of Background IP of any other (the "Other Party") in order to exercise its rights in the Results (whether solely or jointly owned) then, provided the Other Party is free to license the



Background IP in question, the Other Party will not unreasonably refuse to grant or delay granting a licence to the Exercising Party so that the Exercising Party may use such Background IP for the purpose of exercising its rights in the Results.

- 10.6 Each Party grants the Funder an irrevocable, royalty-free, non-exclusive, worldwide right and licence to use any information, data, reports, documents, or other materials obtained, created or developed in the course of the Project for non-commercial purposes to publicise and report on the activities of the British Council in connection with the award of the grant and the delivery of the Project.
- 11 In carrying out the Project, each Collaborator will comply with all applicable laws, regulations and statutes, including those relating to anti-bribery, modern slavery, anti-corruption, anti-money laundering and laws relating to data protection and research integrity, import and export control and hazardous materials transportation laws. Such applicable laws, regulations and statutes, shall include, but shall not be limited to, the Bribery Act 2010 and the Modern Slavery Act 2015 and any and all equivalent or similar laws, regulations and statutes applicable to any jurisdiction in which the Collaborator operates, as may be amended from time to time. Any violation, or suspicion of violation, of such laws, regulations and statutes shall be brought to the attention of QUB immediately. In the event that QUB has reasonable grounds, in its own discretion, to believe that the Collaborator may have violated any provision of this clause 11, the Collaborator agrees to provide QUB and/or the Funder with reasonable access to books, records, documents or other files relating to any such possible violation. The Project policy on fraud and corruption is one of zero tolerance.
- 12 Each Collaborator further agrees to comply with all legislation, codes of practice and statutory guidance relevant at any time in such Collaborator's location to the safeguarding and protection of children and vulnerable adults, and with the detail and principles of the Children Act 1989 and the UN Convention on the Rights of the Child (to the extent that such legislation is not directly applicable in the location), and with the British Council's Safeguarding Policy and Adults at Risk Policy, as may be amended from time to time.
- 13 Each Collaborator hereby confirms that it has policies and procedures in place to ensure that it is able to comply with all applicable financial, legal and statutory requirements included in this Agreement. QUB and/or the Funder may undertake an audit of the Collaborator's records and statements for this purpose upon reasonable notice during the Project.
- 14 Each Collaborator shall take out and maintain full and comprehensive insurance policies for professional indemnity, employer's liability and public liability in respect of the carrying out of the Project. The Collaborators shall ensure that the level of cover is in line with the requirements within the Head Terms.
- 15 QUB may terminate this Agreement at any time upon thirty (30) days' notice in writing to the Collaborators. Termination of this Agreement for whatever reason shall not affect the accrued rights of the Parties arising in any way out of this Agreement as at the date of termination and in particular but without limitation to the right to recover damages from the other.
- 16 This Agreement shall be regarded as though it were a complementary agreement to the Head Terms. Nothing contained in this Agreement shall be so construed or interpreted in any way as to diminish or alter the rights of the Funder as set out in the Head Terms which shall take precedence.



- 17 Save as expressly provided for in this Agreement, nothing herein shall be deemed or construed to constitute a partnership or joint venture between the Parties, nor to constitute a Party as the agent or the legal representative of the other Party for any reason whatsoever. Save as expressly provided for in this Agreement, no Party is granted any right or authority to act for, or to incur, assume or create any obligation, responsibility or liability, express or implied, in the name of or on behalf of the other Party or to bind the other Party in any manner whatsoever.
- 18 No Party shall use the name or any trademark 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 that other Party.
- 19 The invalidity for any reason whatever of any provisions of this Agreement will in no way affect the remainder of this Agreement which will in all other respects remain valid and enforceable.
- 20 This Agreement and its Schedules (which are incorporated into and made a part of this Agreement) constitute the entire agreement between the Parties for the Project and no statements or representations made by any Party have been relied upon by the other in entering into this Agreement. Any variation shall be in writing and signed by authorised signatories for each Party. Neither Party shall assign or sub-license its rights or obligations under this Agreement.
- 21 This Agreement shall be governed and construed in accordance with the laws of Northern Ireland and the courts of Northern Ireland shall have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with this Agreement.
- 22 This Agreement may be executed in any number of counterparts and all the counterparts when taken together will constitute one agreement. A signed copy of this Agreement delivered by e-mailed portable document format file or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

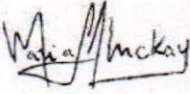
*[signature page follows]*



IN WITNESS WHEREOF this Agreement is executed as follows:

for and on behalf of The Queen's University  
of Belfast

Signed:



Digitally signed by Maria  
McKay  
Date: 2022.09.30  
10:56:33 +01'00'

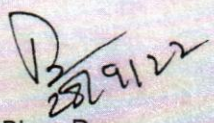
Name: **Maria McKay**

Title: **Contracts Specialist**

Dated: 30/09/2022



for and on behalf of Tezpur University

Signed: 

Name: Dr. Biren Das Registrar

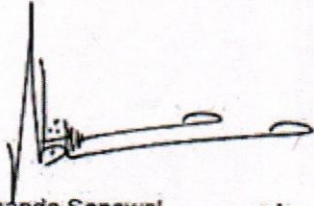
Title: Registrar Tezpur Un  
Napaam

Dated: 28.09.2022



for and on behalf of Dibrugarh University

Signed:



Name: Dr. Paramananda Sonowal

Title: Registrar

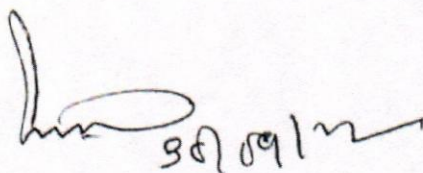
Dated:

Registrar *il*  
Dibrugarh University  
DIBRUGARH



For and on behalf of Bodoland University

Signed:



Name: Dr. Subung Basumatary

Title: Registrar Bodoland University  
Kokrajhar-783370

Dated:

Assam