

The British Academy's Early Childhood Education Programme supported under the Global Challenges Research Fund (GCRF)

Grant Award Agreement

Project Title:

HELM: *Home Environments supporting Learning Mathematics Understanding the impact of the home environment on early mathematical development in a global context*

The Global Challenges Research Fund (GCRF) COLLABORATION AGREEMENT

THIS AGREEMENT dated 24 May 2021, and effective from 18 November 2019, is made **BETWEEN**:

- 1) **THE UNIVERSITY OF ULSTER**, a charitable body registered in Northern Ireland under registration number RC000726, incorporated under Royal Charter whose administrative offices are at Cromore Road, Coleraine, Co. Londonderry, N. Ireland, BT52 1SA, UK (hereinafter “Lead Party” or “ULSTER”); grant award reference 84175R.
- 2) **THE UNIVERSIDAD AUTÓNOMA DE CHIHUAHUA**, a an autonomous public institution of the State, with own personality and full legal capacity, under Article I of Organic Law of UACH, approved by the 61st Honorable Constitutional Legislature of the Free and Sovereign State of Chihuahua, in its Decree 953/07 II P.P., published on June 27th, 2007, in the State Official Gazette registered in the United Mexican States whose administrative offices and legal address is located at Escorza No. 900 Col. Centro, C.P. 31000, Chihuahua, Chihuahua, Mexico at (hereinafter “UACH”); no internal UACH grant reference has been provided.
- 3) **PONTIFICIA UNIVERSIDAD CATÓLICA DE CHILE**, a Higher Education Institution registered in Chile under registration number 81.698.900-0 and whose administrative offices are at Avenida Libertador Bernardo O'Higgins 340, Santiago, Chile 8331150 (hereinafter “UC”); no internal UC grant reference has been provided.
- 4) **THE CUBAN CENTRE FOR NEUROSCIENCE**, a Research Centre registered in Cuba under registration number 12954 and whose administrative offices are at icalle 190 no. 19818, e/ ave 25 y ave 27, Playa, La Habana, Cuba (hereinafter "CNEURO"); and grant award reference ECE190087.

each a “**Party**” and collectively “**the Parties**”.

Parties 2 to 4 collectively referred to as the “**Collaborating Organisations**”

WHEREAS

- A. The Lead Party was the lead applicant in a proposal to the Funding Body, for funding for quality related research from the Global Challenges Research Fund (GCRF).
- B. The Principal Investigator from the Lead Party has been successful within the internal application funding process with the Lead Party for a proportion of the funding contained in the Award allocated to the Lead Party. The Principal Investigator is to lead on a research project called “**GCRF – Home Environments supporting Learning Mathematics Understanding the impact of the home environment on early mathematical development in a global context ion and Implementation (HELM Project)**”, (“**the Project**”) as set out in Schedule 1; and
- C. The Funding Body has awarded a grant award to the Lead Party to carry out the Project and this is set out in Schedule 2 (“**the Award**”).

- D. The Collaborating Organisations were co-applicants to the Lead Party in the proposal submitted by the Lead Party to the Funding Body for an allocation of the GCRF from the Funding Body for the Project; and
- E. The Lead Party wishes the Collaborating Organisations to carry out a portion of the Project as envisaged in the proposal to the Lead Party.
- F. This Collaboration Agreement sets out the terms under which the Parties shall perform the Allocated Work.

THE PARTIES NOW HEREBY AGREE as follows:

1. DEFINITIONS

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

“Accession Agreement”	shall mean an agreement for a new party to become a Party in substantially the form set out in Schedule 7 hereto;
“Allocated Work”	shall mean the research allocated to each Party, as defined in the Project at Schedule 1, or any future agreed parameters of research to be carried out, or as modified from time to time, with agreement from the Lead Party in accordance with the Change Control Procedure and with agreement from the Funding Body;
“Applicable Law”	any and all laws, regulations and industry standards or guidance (including any applicable British Standard) and any binding judgment of a relevant court of law which is or are relevant to the Agreement;
“Arising Intellectual Property”	shall mean 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;
“Background Intellectual Property”	shall mean any Intellectual Property excluding Arising Intellectual Property owned or controlled by any Party prior to commencement of or developed independently from the Project, and which the owning Party contributes or uses in the course of performing the Project;
“Change”	shall mean an amendment to the Allocated Work;

“Change Control Procedure”	shall mean the procedure for agreeing a Change as set out in Schedule 8;
“Co-investigators”	shall be: <ul style="list-style-type: none">• Dr Carolina Jiménez Lira representing UACH, Mexico• Dr María Inés Susperreguy representing UC, Chile• Nancy Estévez representing CNEURO, Cuba at the Collaborating Organisations;
“Confidential Information”	shall mean all data, knowledge and information, (including but not limited to any Background Intellectual Property disclosed by one Party to the others for use in the Project and identified as confidential before or at the time of disclosure and any Arising Intellectual Property in which that Party owns the Intellectual Property;
“Executive Group”	shall mean a committee to advise on the strategic direction of the Project as a whole, the terms of reference of which are as set out in Schedule 4;
“Funding Body”	shall mean The British Academy;
“GCRF”	shall mean Global Challenges Research Fund which is part of the UK’s official development assistance from the Department for Business, Energy and Industrial Strategy;
“GCRF Funded Party”	shall mean the Lead Party;
“Impact”	shall mean data and information demonstrating the impact of the use of the Intellectual Property including but not limited to direct economic impact, total sales generated, non-confidential purchaser details, benefits to health, quality of life and culture and generation of jobs;
“Intellectual Property”	shall mean 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), trademarks, trade names and service marks, applications for any of the above;

“ODA” shall mean the UK’s Official Development Assistance

“Policies” shall mean the Lead Party’s policies and procedures provided or made available to the Collaborating Organisations from time to time;

“Principal Investigator” shall be Dr Victoria Simms at the Lead Party, or her successor as agreed by the Funding Body;

“Project Manager” shall mean the person appointed from the Lead Party to project manage the Project and this Collaboration Agreement. As at the date of this Collaboration Agreement, the Project Manager shall be Dr Victoria Simms; and

“Project Period” shall be from 18 November 2019 to 17 November 2021;

- 1.2. 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.
- 1.3. In the event of any conflict between the terms of this Collaboration Agreement and the terms of the Award, then the terms of the Award will prevail.

2. THE PROJECT

- 2.1. 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 as appropriate but for the avoidance of doubt, no such modification shall be agreed between the Parties which would or might cause the Project no longer to be compliant with the ODA rules and regulations, further details of which are described at <https://www.gov.uk/government/collections/official-development-assistance-oda--2> and <https://www.oecd.org/dac/stats/34086975.pdf>. The Parties to this Collaboration Agreement shall be bound *mutatis mutandis* by and undertake to all other Parties to comply with the terms and conditions of the Award insofar as such terms are applicable to such Parties, which therefore are deemed to form part of this Collaboration Agreement save that terms and conditions of the Award that are specific to either the Lead Party and/or other Collaborating Organisations shall apply only to those Parties.
- 2.2. The Project shall be performed by or under the direction and supervision of the Principal Investigator and Co-investigator(s). All other staff engaged in the Project will be line-managed by the Principal Investigator one or more of these Co-Investigators. All Co-Investigators and staff will report to work-package leaders and will be responsible to the Principal Investigator.

The Collaborating Organisations each warrant to the other Parties that their respective Co-Investigators are their employees and any changes to any of the Co-Investigators must be agreed in writing by the Lead Party.

- 2.3. In respect of the Allocated Work, each Collaborating Organisation will provide the necessary infrastructure, materials, equipment and support staff to complete such work and to carry out that work diligently within the scope envisaged by its funding. Although each Party will use its reasonable endeavours to perform the Project, no Party undertakes that work carried out under or pursuant to this Collaboration Agreement will lead to any particular result, nor is the success of such work guaranteed.
- 2.4. The Parties shall establish an Executive Group to oversee the running and direction of the Project. In his/her co-ordination of the Project, the Project Manager shall be guided by and responsible to the Executive Group. The role and authorities of the Executive Group are set out in Schedule 4.
- 2.5. With respect to the exchange and use of any physical materials which are provided by one or more Parties to any other Parties, nothing in this Collaboration Agreement purports to permit any recipient Party to reverse engineer or otherwise analyse any of such materials provided to it under this Collaboration Agreement except as specifically set out herein, as provided for in the Project proposal or as may be separately agreed in writing between the receiving Party and the sender of those materials.

3. PAYMENT

- 3.1. Each Party expressly agrees that the Lead Party is not under an obligation to make any payment of funds to the Parties where the Funding Body has not transferred the funds set out in the Award over to the Lead Party for the Project.
- 3.2. The Funding Body has undertaken to provide funding for the Project and the Lead Party shall act as recipient of the funding for the Parties. Prior to any payments being made by the Lead Party to a Collaborating Organisation in accordance with Schedule 3 of this Collaboration Agreement, and any Additional Funds as defined at 3.6, all obligations regarding financial control, anti-bribery and corruption as set out in Schedule 5 must have been met by both the Lead Party and Collaborating Organisations alike. The Lead Party confirms to the other Parties that it has policies and procedures in place to ensure that it is able to conform to all applicable financial, legal and statutory requirements under this Collaboration Agreement and as required by the Funding Body. All Parties other than the Lead Party undertake to the Lead Party to comply with the requirements included in Schedule 5. The Lead Party may undertake an audit of any Collaborating Organisation records and statements for this purpose from time to time upon reasonable notice during the Project Period. The Lead Party confirms to the other Parties that it is subject to the same right of audit by the Funding Body, which has the right to undertake such audits from time to time.
- 3.3. In the event that the Funding Body requires the reimbursement by the Lead Party of any sums paid under this Collaboration Agreement, then to the extent that such requirement arises from the acts or omissions of a Collaborating Organisation (or of any person undertaking part of the Allocated Work on behalf of such Collaborating Organisation), the Collaborating

Organisation hereby agrees to reimburse the Lead Party the sum so claimed back by the Funding Body together with any interest charged thereon.

- 3.4. Each Party shall use all funds received under this Collaboration Agreement in such a manner as to best carry out the Project and for the avoidance of doubt shall use the funds, for Lead Party this also includes the overhead budgets which shall be subject to the same levels of audit described in Clause 3.1 above, and Schedule 5, as the rest of the budget, and as outlined in the Justification of Resources set out in the proposal to the Funding Body, incorporated into this Collaboration Agreement at Schedule 1.
- 3.5. The Parties acknowledge that each is responsible for the conduct and administration of each of their funding allocations, is accountable for the use of public funds and that each must ensure that all expenditure is subject to robust controls. Each Collaborating Organisation must therefore provide full evidence of expenditure, which shall include, but not be limited to, all itemised purchase receipts, self-receipts where applicable, all invoices, and evidence of all payments to the Collaborating Organisations' staff, and any information requested by the Lead Party to enable it to comply with this Clause 3.5 and any obligations in the Award, including evidence that funds have been spent on the costs identified in the Project proposal to the Funding Body, incorporated into this Collaboration Agreement within Schedule 1. For the avoidance of doubt, each Party shall maintain full and accurate records of all expenditure incurred in connection with the Project.
- 3.6. Each Collaborating Organisation shall co-operate fully with the Lead Party in the undertaking of such due diligence checks as may reasonably be required by the Lead Party and or the Funding Body ("**Due Diligence Checks**") pursuant to the terms of the Award and the Collaborating Organisation's participation in the Project.
- 3.7. Each Collaborating Organisation acknowledges and agrees that the Lead Party shall have the right (but not the obligation) to require any specific Collaborating Organisation to take steps or put in place procedural controls which are included in or are reasonably similar in design or intent to those included in Schedule 5 and which may be prepared for one or more specific Collaborating Organisations and documented for each such Collaborating Organisation by the Lead Party in conjunction with the Funding Body ("**Conduct Requirements**") with respect to that Collaborating Organisation's conduct during the Project Period following the conclusion by any Party of the Due Diligence Checks insofar as that Collaborating Organisation participates in the Project.
- 3.8. Each Party agrees that the Due Diligence Checks may be refreshed or re-undertaken by the Lead Party from time to time during the Project Period and that the Conduct Requirements may be varied, superseded or replaced or otherwise modified in any way by a decision of the Lead Party (having consulted with, and taken account of the advice of, the Funding Body).
- 3.9. Each Collaborating Party further acknowledges that prior to any funds being disbursed to it under this Collaboration Agreement by the Lead Party, all its relevant Due Diligence Checks must have been completed to the Lead Party and Funding Body's satisfaction.
- 3.10. Each Party agrees to co-operate with the Lead Party or the Funding Body in any exercise by or on behalf of the Funding Body of any rights of inspection of records and financial procedures and in the meeting of any Conduct Requirements applicable to any Party.

- 3.11. For the avoidance of doubt, the Lead Party, shall be entitled to withhold payments for the final quarter due to the Collaborating Organisations, until after the Funding Body has made its final payment to the Lead Party.

4. PUBLICATION AND CONFIDENTIALITY PROCEDURES

Confidentiality:

- 4.1. Subject to Clauses 4.3 and 4.5, each Party will use all reasonable endeavours not to disclose to any third party or use for any purpose except as expressly permitted by this Collaboration Agreement any Confidential Information of another Party.
- 4.2. No Party shall incur any obligation under Clause 4.1 with respect to information which:
- 4.2.1. is known to the Party receiving such Confidential Information (in this Clause 4, referred to as the “**Receiving Party**”) before the start of the Project Period, and not impressed already with any obligation of confidentiality to the Party disclosing such Confidential Information (referred to in this Clause 4 as the “**Disclosing Party**”); or
 - 4.2.2. is or becomes publicly known without the fault of the Receiving Party; or
 - 4.2.3. 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
 - 4.2.4. is independently developed by the Receiving Party; or
 - 4.2.5. is approved for release in writing by an authorised representative of the Disclosing Party; or
 - 4.2.6. 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.
 - 4.2.7. is required to be disclosed by law or regulation (including any requests under the Freedom of Information Act by order of a competent authority (including any regulatory or governmental body or securities exchange), provided that the other Disclosing Party is given as much advance notice of the intended disclosure by the Receiving Party as is reasonably practicable in the circumstances and the Receiving Party consults with the Disclosing Party and gives due consideration to the Disclosing Party’s comments. In the case of any Freedom of Information Act request made of a Receiving Party, the Disclosing Party undertakes to respond to the Receiving Party within 5 (five) working days after receiving notice from the Receiving Party if the notice requests assistance in determining whether or not an exemption in that Act applies.

- 4.3. Pursuant to periodical assessment by GCRF, GCRF Funded Parties are obliged to demonstrate the Impact on society of their research and to this effect the Parties agree to provide to each other reports on any development, commercial or otherwise, of Arising Intellectual Property (to include effects, changes or benefits to the economy, society, public policy or services, health and the environment) and/or to provide a Party with reasonable assistance in writing case studies for GCRF when reasonably requested to do so.
- 4.4. Each GCRF Funded Party may submit case studies relating to the Project to GCRF. These submissions must be made on a confidential basis if the case study contains a Confidential Information of a Party which is not submitted the case study.

Publications:

- 4.5. The Project will form part of the actual carrying out of a primary charitable purpose of some or all of the Parties; that is, the advancement of education through teaching and research. Accordingly, certain 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 4.
- 4.6. 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.
- 4.7. 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:
 - 4.7.1. following the procedures laid down in Clause 4.9, to publish results, jointly where applicable, obtained during the course of work undertaken as part of the Project; and
 - 4.7.2. 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.
- 4.8. 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.

- 4.9. The provisions of Clauses 4.1 and 4.2 shall survive for a period of 3 (three) years from the date of termination of this Collaboration Agreement. The provisions of Clause 4.8 shall survive for a period of 1 (one) year from the date of termination of this Collaboration Agreement.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. 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 any other Party save as granted by this Collaboration Agreement. The Parties agree that any improvements or modifications to a Party's Background Intellectual Property arising from the Project which are not severable from that Background Intellectual Property will be deemed to form part of that Party's Background Intellectual Property.
- 5.2. Each Party (as applicable) grants the others a royalty-free, non-exclusive licence for the duration of the Project to use its Background and Arising 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 and Arising Intellectual Property.
- 5.3. 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 Award, 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 5.5 and 5.6
- 5.4. 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.
- 5.5. Where any Arising Intellectual Property is created or generated by two or more Parties jointly ("**Joint Intellectual Property**"), the joint creators will jointly own the same and those Parties shall apportion such ownership amongst themselves according to respective inventive contributions. The joint owners undertake to conclude detailed arrangements under a separate written agreement between them in respect of any Joint Intellectual Property for, inter alia, the handling of protection, prosecution and exploitation arrangements for Joint Intellectual Property; cost sharing in relation to the internal and external costs (including, without limitation, official fees) for the drafting, filing, prosecuting and maintenance of such Joint Intellectual Property; which Party shall be named as applicant or co-applicant; the strategy for registration or protective applications, maintenance and renewal of any such registrations or applications; the territories in which applications for protection will be made; and co-operation obligations in respect of the Joint Intellectual Property. Each such joint owner or joint applicant shall have the right to use Joint Intellectual Property by itself solely for non-commercial internal research and development and teaching purposes only, without recourse to the other joint owning Party or Parties.

- 5.6. Any Party shall have the right (but not the obligation) to request to commercially exploit any Arising Intellectual Property or Joint Intellectual Property vested in another Party or Parties where such Arising Intellectual Property or Joint Intellectual Property is specifically applicable to the requesting Party's commercial area of interest or in order to exploit the requesting Party's Arising Intellectual Property (the "**Option**") within 3 months of the end of the Project Period (the "**Option Period**"). The Option Period shall be extendable only by written agreement as between the requesting Party and the owning Party (ies) and the exercise of such Option shall be subject to Clause 5.7. However, should the requesting Party decide not to exercise such Option or fail to successfully conclude the negotiations referred to in Clause 5.7 within the Option Period, the Option shall lapse and the owning Party (ies) shall be free to dispose of their Arising Intellectual Property as they may so decide with no further recourse to the requesting Party.
- 5.7. Should any Party wish to exercise its Option, that Party must serve written notice within the Option Period on the other relevant Party (ies) to that effect. The relevant Parties shall then together use reasonable endeavours to negotiate in good faith the terms of a separate specific written agreement between the applicable negotiating Parties which shall include reasonable commercial terms (to include the payment of royalties or other forms of reward) for the type of rights involved, taking into account (inter alia) the respective Parties' respective financial and non-financial contributions under this Collaboration Agreement and their respective contributions of the Parties to such exploitation determined on a case-by-case basis.
- 5.8. Any Party may request access rights to another Party's Background Intellectual Property. The Party owning such Background Intellectual Property shall not be unreasonably refuse, condition or delay such access but such access may be restricted to the extent to which such access is legally permitted by the owning Party and such access rights shall be subject to the same access rights as are described in Clauses 5.6 and 5.7, save that the Option Period shall end after 3 months following the Project Period.
- 5.9. Each Party hereby grants to each other Party an irrevocable, non-transferable, royalty-free right to use all Arising Intellectual Property generated in the course of the Project for academic and research purposes, including research involving projects funded by third parties provided that those parties gain or claim no commercial or exploitable rights to such Arising Intellectual Property.

6. ASSIGNMENT

- 6.1. The Lead Party shall not assign this Collaboration Agreement without the consent of the Funding Body. No other Party will assign this Collaboration Agreement or subcontract any part of its Allocated Work without the prior written consent of the Lead Party, such consent not to be unreasonably withheld, denied or delayed.
- 6.2. Where the Lead Party approves a request for another Party to subcontract or assign any part of that Party's Allocated Work or other tasks or duties arising pursuant to this Collaboration Agreement, that other Party must ensure that the assignee or subcontractor (and any person to whom the assignee or subcontractor may assign or subcontract part of those tasks or duties) agrees to be bound by the provisions of this Collaboration Agreement as if it were a direct party

to this Collaboration Agreement and in such fashion that the Lead Party can enforce the provisions of this Collaboration Agreement against any such assignee or subcontractor.

7. WITHDRAWAL AND ADDITION OF PARTIES

- 7.1. Any Party (the “**Withdrawing Party**”) may withdraw from the Project upon 6 (six) months prior written notice to the Lead Party, 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 between the Lead Party and the Collaborating Organisations who shall meet within 3 (three) months of submission by the Withdrawing Party of notice to withdraw, after which meeting the Parties will confirm to the Withdrawing Party any reasonable conditions to be imposed on the Withdrawing Party as agreed by the Collaborating Organisations and the official date of withdrawal (“**Date of Withdrawal**”).
- 7.2. In the event of withdrawal of a Party, the Lead Party will make all reasonable attempts to reallocate the obligations of the Withdrawing Party (including the re-allocation of the Withdrawing Party’s Allocated Work) 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 Withdrawing Party’s Allocated Work is no longer viable, the Lead Party shall discuss with the Funding Body the re-allocation or reimbursement of funds in accordance with the Award.
- 7.3. The Withdrawing Party shall not be entitled to recover any of its costs incurred in connection with the Allocated Work from the Date of Withdrawal and shall, from the Date of Withdrawal, comply with any conditions that may be imposed pursuant to Clause 7.1 which shall include (without limitation):
 - 7.3.1. 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;
 - 7.3.2. to the extent that exploitation of any other Party’s Arising Intellectual Property or any Joint Intellectual Property is dependent upon the Withdrawing Party’s Background Intellectual Property, Arising Intellectual Property or Joint Intellectual Property, then the Withdrawing Party shall, to the extent that it is legally able to do so, grant to the relevant other Party(ies) a non-exclusive licence to such Intellectual Property on fair and reasonable terms to be agreed. Each Party shall have an Option to obtain access rights to the Withdrawing Party’s Intellectual Property on the same terms as are provided for in Clauses 5.6, 5.7 and 5.8;
 - 7.3.3. 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 and for the Project Period;
 - 7.3.4. 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 Joint Intellectual Property under Clause 5.5.

7.3.5. Following approval by the Lead Party, in consultation with the Collaborating Organisations, a new Party may enter the Collaboration Agreement upon signature of an Accession Agreement see Schedule 7, by the new Party and the Lead Party. Such accession shall have effect from the date identified in the Accession Agreement. The Collaborating Organisations hereby agree that the Lead Party is authorised to execute Accession Agreements on behalf of the Project.

7.3.6. The Lead Party, in consultation with the Collaborating Organisations shall agree both the funds to be provided to, and any Allocated Work to be conducted by the Party signing an Accession Agreement.

8. TERMINATION

8.1. A Party (the “**Terminating Party**”) may terminate its involvement in this Collaboration Agreement by giving 30 (thirty) days prior written notice to the Lead Party 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 by the Party in Breach. If the breach is capable of being remedied and is remedied by the Party in Breach within the 30 (thirty) 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 30 (thirty) day notice period, then termination shall also not be effective if the by the Party in Breach 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 is a persistent breach, then the termination shall take effect at the end of the 30 (thirty) day notice period in any event and the Terminating Party shall be treated as having been removed from this Collaboration Agreement with effect from such date. The Collaboration Agreement shall continue to bind all other Parties notwithstanding termination of the Collaboration Agreement vis-à-vis the Terminating Party.

8.2. 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 Intellectual Property; the Terminating Party shall, however, continue to comply with and be bound by the provisions of Clause 7.3.

8.3. The Collaborating Organisations agrees to notify the Lead Party in writing promptly if at any time their Co-Investigator is unable or unwilling to continue the direction and supervision of the relevant Allocated Work (“**Co-Investigator Replacement Notice**”). Within 30 (thirty) days after service of the Co-Investigator Replacement Notice that Party (“**Co-Investigator Replacement Party**”) shall nominate a successor to replace their Co-Investigator. The Lead Party (in consultation with the other Parties) will not decline unreasonably to accept the nominated successor. If the successor is not, however, acceptable on reasonable and substantial grounds, then either:

- 8.3.1. the Co-Investigator Replacement Party will be asked to withdraw from the Project in accordance with Clause 7.2; or
- 8.3.2. this Collaboration Agreement may be terminated by the Co-Investigator Replacement Party giving 30 (thirty) days' written notice to the other Parties.
- 8.4. The Lead Party agrees to notify the Collaborating Organisations promptly in writing if at any time the Project Manager is unable or unwilling to continue the direction and supervision of the Project. Within 30 (thirty) days after such incapacity or expression of unwillingness the Lead Party (in consultation with the Collaborating Organisations) shall nominate a successor to replace the Project Manager. The Collaborating Organisations will not decline unreasonably to accept the nominated successor. However, if the successor is not acceptable to the Collaborating Organisation(s) on reasonable and substantial grounds, then the Lead Party may terminate this Collaboration Agreement absolutely by giving 30 (thirty) days' written notice to the other Collaborating Organisations.
- 8.5. The expiry of the Project Period or the termination of this Collaboration Agreement under Clauses 8.1, 8.3 or 8.4 shall cause the termination of this Collaboration Agreement with effect from the applicable date of expiry or termination of the obligations imposed on the Parties under Clause 2, save as otherwise expressly set out in this Collaboration Agreement.
- 8.6. In addition to the implications and consequences contained in Clause 7 (Withdrawals), in the event that any Party shall commit any material breach of or default in complying with any terms or conditions of this Collaboration Agreement, the Collaborating Organisations may decide by unanimous vote of the non-defaulting Parties to instruct the Principal Investigator to serve written notice of such breach ("**Remedy Notice**") on a Party in Breach and in the event that the Party in Breach fails to remedy such breach within 30 (thirty) days after receipt of the Remedy Notice (where such breach is remediable) or immediately where the breach is not capable of being remedied, the Parties may collectively at their option and with the approval of the Funding Body, serve a further written notice ("**Termination Notice**") to remove the Party in Breach and continue with the Collaboration Agreement without the further participation of the Party in Breach or terminate all other Parties' involvement in this Collaboration Agreement by sending a Termination Notice to all other Parties. Such termination in respect of a Party in Breach shall be in addition to any other remedies which the Parties may have at law or in equity. In respect of a breach incapable of remedy, removal of the Party in Breach shall be effective as of the date of the receipt of the Termination Notice. In all cases, the provisions of Clause 7.3 shall apply *mutatis mutandis* to the Party in Breach from the date of termination.
- 8.7. If:
- 8.7.1. a court of competent jurisdiction:
- 8.7.1.1. makes an order for a Party's winding-up or dissolution; or
- 8.7.1.2. makes an administration order in relation to that Party; or
- 8.7.2. any Party:

- 8.7.2.1. passes a resolution for its winding-up; or
- 8.7.2.2. appoints a receiver over, or an encumbrancer takes possession of or sells an asset of, that Party; or
- 8.7.2.3. makes an arrangement or composition with its creditors generally; or
- 8.7.2.4. makes an application to a court of competent jurisdiction for protection from its creditors generally,

(and any Party subject to Clauses 8.7.1 or 8.7.2 is referred to as the “**Insolvent Party**”) the Collaborating Organisations not representing the Insolvent Party shall meet to either suspend or terminate the Insolvent Party’s involvement in the Project. Any removal of the defaulting Party shall be immediately effective as of the date of the receipt of such notice whereupon the provisions of Clause 7.3 shall apply *mutatis mutandis* to the Insolvent Party.

- 8.8. In the event that it is agreed by all the Parties that there are no longer valid reasons for continuing with the Project the Collaborating Organisations may decide by unanimous vote to terminate this Collaboration Agreement with the agreement of the Funding Body. In the event of such termination each Party shall be reimbursed for all costs 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.

9. LIMITATION OF LIABILITY

- 9.1. 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.
- 9.2. 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.
- 9.3. The Parties undertake to make no claim in connection with this Collaboration Agreement or its subject matter against any individual 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.
- 9.4. 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.

- 9.5. 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, or if no monies are received, the equivalent monetary value of their contribution under this Collaboration Agreement as detailed in the application for the Award.
- 9.6. Nothing in this Collaboration Agreement limits or excludes either Party's liability for:
- 9.6.1. death or personal injury resulting from negligence; or
 - 9.6.2. any fraud or for any sort of other liability which, by law, cannot be limited or excluded.
- 9.7. If any sub-Clause of this Clause 9 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 9.

10. NOTICES

- 10.1. The Lead Party's representative for the purpose of receiving notices shall until further notice be:
- 10.1.1. Mr Tim Brundle, Director of Research and Impact, Room 26A19, Jordanstown Campus, Ulster University, Shore Road, Newtownabbey, Co. Antrim, N. Ireland, BT37 0QB
- 10.2. The Collaborating Organisation's representatives for the purpose of receiving notices shall until further notice be:
- 10.2.1. The Universidad Autónoma de Chihuahua represented by The Rector Luis Alberto Fiero Ramírez and assisted by the Director of the School of Physical Culture Sciences Juan Francisco Aguirre Chávez;
 - 10.2.2. Pontificia Universidad Católica de Chile represented by Catalina Gerstmann, International Research Administrator, Office of Research Affairs - Dirección de Investigación, Office of the Vice-President for Research - Vicerrectoría de Investigación, Casa Central, VRI 4to piso, Av. Libertador Bernardo O'Higgins 340 Santiago, Chile (catalina.ge@uc.cl);
 - 10.2.3. The Cuban Centre for Neuroscience represented by Roberto Rodríguez Labrada: email: roberto.rodriguez@cneuro.edu.cu telephone: +537 2637126 and Nancy Estévez Pérez: email: nancy.estevez@cneuro.edu.cu telephone: +5352178745, Janet Perodin: email: janet.perodin@cneuro.edu.cu, Telephone: +537 263 7100 ext 344.

11. FORCE MAJEURE

- 11.1. A Party shall not be liable for failure to perform its obligations under this Collaboration Agreement, nor be liable to any other Party for any claim for compensation or damage, nor be deemed to be in breach of this Collaboration Agreement, if such failure arises from an occurrence (excluding an obligation to make payment) or circumstances beyond the reasonable control of that Party.

- 11.2. If a Party affected by such an occurrence causes a delay of 3 (three) 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.

12. GENERAL

- 12.1. 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.
- 12.2. Save as expressly provided for in this Collaboration 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 another Party for any reason whatsoever. Save as expressly provided for in this Collaboration 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 another Party or to bind another Party in any manner whatsoever.
- 12.3. This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Collaborating Organisation shall be responsible for and shall fully indemnify and hold the Lead Party harmless for and in respect of:
- 12.3.1. any and all income tax, national insurance and social security deductions and contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Project, where such recovery is not prohibited by law;
 - 12.3.2. all reasonable costs and expenses and any penalty, fine or interest incurred or payable by the Lead Party in connection with or in consequence of any such contribution, liability, deduction, other contribution, assessment or claim; and
 - 12.3.3. any and all liability for any employment-status or worker-status claim (including reasonable costs and expenses) brought by the Collaborating Organisation (or any of its sub-contractors, employees and/or Co-Investigators) against the Lead Party arising out of or in connection with the provision of the Project.

This clause 12.3 shall survive termination of the Contract.

- 12.4. Each Party ("**First Party**") warrants to the others that its participation in the Project shall not give rise to a transfer of any of its employees or those of any third party to another Party pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or replaced from time to time ("**TUPE**"). Accordingly, the First Party shall indemnify, and shall keep indemnified, all other Parties in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by those other Parties as a result of or in connection with any transfer or purported or alleged transfer of any employees or workers pursuant to the operation of TUPE.

- 12.5. Each Party which is undertaking research activities as part of the Project 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 other Parties 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.
- 12.6. 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.
- 12.7. 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 Collaboration Agreement, (including, without limitation, laws relating to import and export control, hazardous materials transportation laws, anti-money laundering laws and tax laws) as described at Schedule 5. Any failure by a Party (including any employee, sub-contractor or agent of that Party) ("**the Offending Party**") to comply with any provision of this Clause 12.7 is considered to be a material breach of this Collaboration Agreement. Any Party who is made aware of any such breach must promptly inform the Lead Party of all relevant circumstances within its knowledge. The Lead Party shall take such steps as it considers appropriate in the circumstances to investigate any reported breach and shall have the right to:
- 12.7.1. terminate this Collaboration Agreement with respect to the Offending Party or terminate this Collaboration Agreement with respect to all Parties, in either case on the service of such period of notice in writing as the Lead Party, having discussed the matter with the Funding Body, considers reasonable in the circumstances;
 - 12.7.2. require the Offending Party to:
 - 12.7.2.1. promptly remedy specific aspects of its conduct and performance regarding its participation in the Project;
 - 12.7.2.2. promptly change or otherwise modify its procedures to take account of the Lead Party's guidance or other requirements.
- 12.8. In the event that a Party has reasonable grounds, in its own discretion, to believe that another Party may have violated any provision of Clause 12.7, 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 within a prompt timeframe.
- 12.9. With the exception of the Funding Body (who shall be entitled to enforce any provision of this Collaboration Agreement against any Party), 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. Notwithstanding the foregoing, the Parties may

amend, vary or otherwise change the terms of this Collaboration Agreement without the consent of the Funding Body or any other person.

- 12.10. 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 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.
- 12.11. This Collaboration Agreement shall be governed and construed in accordance with Northern Irish Law and the Parties agree to the jurisdiction of the Northern Irish Courts shall (once the procedures set out in Clause 12.12 below have been followed and exhausted) have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with this Collaboration Agreement.
- 12.12. 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 2 (two) 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.
- 12.13. Notwithstanding Clause 12.12 above, the Parties hereby agree and acknowledge that common law remedies may not be adequate or appropriate to remedy or compensate for a breach of certain obligations under this Collaboration Agreement and that consequently the Parties expressly contemplate and acknowledge that in the event of a breach of obligations any Party shall be entitled if it so requires in any particular case to seek injunctive relief (including, without limitation, specific performance and injunction) in addition to any other available remedy, including damages, from a Court of competent jurisdiction.
- 12.14. No delay, omission or forbearance by a Party to exercise or enforce any right, power or remedy shall operate as a waiver thereof, and any single or partial exercise or enforcement thereof shall not preclude any other or further exercise or enforcement thereof or the exercise or enforcement of any other right, power or other remedy.
- 12.15. This Collaboration Agreement may not be released, discharged, supplemented, amended, varied or modified except by an instrument in writing signed by a duly authorised representative of each of the Parties, save in accordance with Clause 12.16. The invalidity for any reason whatever of any provisions of this Collaboration Agreement will in no way affect the remainder of this Collaboration Agreement which will in all other respects remain valid and enforceable.
- 12.16. This Collaboration Agreement may be released, discharged, supplemented, amended, varied or modified unilaterally by the Lead Party in circumstances where the Funding Body varies, supplements, amends or modifies the terms of the Award. The Lead Party will notify the Parties where this circumstance occurs however the Parties expressly agree to such release, discharge, amendment, variation or modification of the Collaboration Agreement to take effect to the change to the Award.

- 12.17. 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.
- 12.18. This Collaboration Agreement may be executed in any number of counterparts and by the different Parties in different counterparts each of which when executed and delivered is an original but all such counterparts shall be deemed to constitute one and the same instrument. The Parties agree that the delivery of this Collaboration Agreement by facsimile or exchange of signatures in PDF files shall have the same force and effect as delivery of original signatures and that the Parties may use such facsimile signatures or exchange of signatures in PDF files as evidence of the execution and delivery of this Collaboration Agreement by the Parties to the same extent that an original signature could be used.

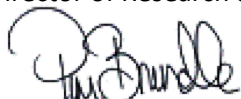
EXECUTED as an agreement:

SIGNED for and on behalf of **University of Ulster**

Name: Mr Tim Brundle

Position: Director of Research and Impact

Signature:

A handwritten signature in blue ink, appearing to read 'Tim Brundle', written over the printed name.

Date: 24 May 2021

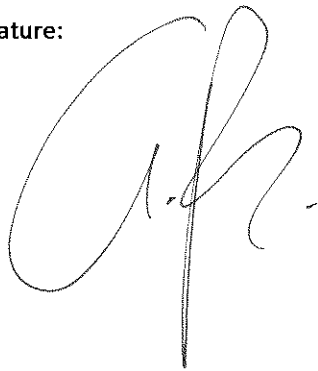


SIGNED for and on behalf of **Universidad Autónoma de Chihuahua**

Name: Luis Alberto Fierro Ramírez

Position: Rector

Signature:





SIGNED for and on behalf of **Pontificia Universidad Católica de Chile**

Name: Pedro Bouchon

Position: Vice-President for Research

Signature: *(Electronic signature on following page)*

Certificado de firmas electrónicas:
E70F54C59-390D-4110-84C4-7A431B4CC6E5



Firmado por

Pedro Bouchon
CHL 86088606
pbouchon@uc.cl

Firma electrónica

GMT-3: Jueves, 29 Abril, 2021 11:03:20
Identificador único de firma:
739C991B-68A2-4C7A-827B-DEB92B6F38ED

SIGNED for and on behalf of **The Cuban Centre for Neuroscience**

Name: *Roberto Rodriguez Sabrada*

Position: *Deputy Director*

Signature: *[Handwritten signature]*



Schedules:

Schedule 1:	The Project (including Allocated Work)
Schedule 2:	The Award (award letter)
Schedule 3:	Breakdown of costs to Collaborating Organisations
Schedule 4:	Executive Group
Schedule 5:	Financial control matters, Anti-Bribery, modern slavery, counter terrorism, anti-tax evasion, Anti-Corruption and Data Protection
Schedule 6:	Background IP
Schedule 7:	Accession Agreement
Schedule 8	Change Control Procedure

Schedule 1: The Project



final proposal
submitted ECE190087

Schedule 2: The Award (Award Letter with Conditions of Award)



Letter of Award and
Conditions of Award_

Schedule 3: Breakdown of costs from the Lead Party to the Collaborating Organisations, Universidad Autónoma de Chihuahua, Pontificia Universidad Católica de Chile and The Cuban Centre for Neuroscience.

Funding Body Grant Ref: ECE190087
Lead Party Ref: 84175R
Collaborating Organisation: Universidad Autónoma de Chihuahua

The expenditure of all budget lines will be subject to inspection and audit for each Collaborating Organisation, as described at Clause 3.1 and Schedule 5. All values are in UK pounds (GBP).

HELM Project; reference PO-067122

Summary Totals	Funding body Contribution
<u>Salaries:</u>	
PDRA (100%)	£15,432
CL (1%)	£526
<u>Networking:</u>	
Dissemination Events	£400
<u>Equipment Services:</u>	
Translation	£2,500
Printing	£250
<u>Travel:</u>	
Transport for Fieldwork	£1,500
Sub-Total	£20,608
<u>Additional Funding Due to COVID:</u>	
Additional PDRA costs (100%)	£7,716
COVID Tests	£900
Sub-Total	£8,616
Overall Total to UACH	£29,224

Funding Body Grant Ref: ECE190087
Lead Party Ref: 84175R
Collaborating Organisation: Pontificia Universidad Católica de Chile

The expenditure of all budget lines will be subject to inspection and audit for each Collaborating Organisation, as described at Clause 3.1 and Schedule 5. All values are in UK pounds (GBP).

HELM Project; reference PO-066136

Summary Totals	Funding body Contribution
<u>Salaries:</u>	
MIS (0.5%)	£367
Overall Total to UC	£367

Funding Body Grant Ref: ECE190087
Lead Party Ref: 84175R
Collaborating Organisation: The Cuban Centre for Neuroscience

The expenditure of all budget lines will be subject to inspection and audit for each Collaborating Organisation, as described at Clause 3.1 and Schedule 5. All values are in UK pounds (GBP).

HELM Project; reference PO to be provided on completion of New Supplier Request Form by CNEURO

Summary Totals	Funding body Contribution
<u>Salaries:</u>	
PDRA (100%)	£13,683
NE (1%)	£1,620
<u>Networking:</u>	
Dissemination Events	£400
<u>Equipment Services:</u>	
Translation	£2,500
Printing	£250
<u>Travel:</u>	
Transport for Fieldwork	£1,500
Sub-Total	£19,953
<u>Additional Funding Due to COVID:</u>	
Additional PDRA costs (100%)	£6,842
Sub-Total	£6,842
Overall Total to CNEURO	£26,795

Each Collaborating Organisation will forward to the Lead Party an initial report for the reporting period 18 November 2019 – 28 February 2021 and then interim reports every three months. An invoice should accompany the initial and interim reports which includes detail for the total actual expenditure, a breakdown report of the actual expenditure for that reporting period/quarter and all supporting documentary evidence/receipts to support and identify all expenditure.

The interim report will include information and progress updates under the following headings but not limited to:

- Research Update (on each Work Package (WP))
- Financial update – summary of financial spend for each budget category using the template actual expenditure reporting spreadsheet detailed below:



Template for 3
month finance actual

- Forward Plans
- Lessons Learnt – comment on the key lessons learnt from the implementation of the project. To what extent were the objectives set in the original proposal achieved? Highlight any unexpected or unintended consequences that occurred from the original work plan or any delays suffered and the effects of these on the project. Equally detail any unexpected successes.
- Dissemination, Outreach and Publication
- Outcomes and Impact
- Research Capacity and Strengthening
- Safeguarding – this section is to outline any safeguarding and/or child protection incidents which occurred in relation to or as a result of this project. If no incidents occurred, a “NIL RETURN” should be responded.
- ODA Eligibility
- Emerging Research Findings
- Risk Register

The Invoice for expenditure along with supporting evidence of spend/receipts will be forwarded with the initial and interim reports to the Lead Party to Dr V Simms appropriately after the initial reporting period and then quarterly in arrears on the basis of actual expenditure against the budget headings listed in this Schedule 3 for each respective Collaborating Organisation and the template actual expenditure reporting spreadsheet. The Lead Party shall pay the Collaborating Organisation within 30 days of said invoices, subject always to receipt of funds by the Lead Party from the Funding Body and appropriate supporting evidence of spend from the Collaborating Party. The final invoice should be sent to the Lead Party within two (2) months of the end of the Project to allow preparation of the final cost statement by the Lead Party.

The reports including statements of spend and invoices should be sent to:

Dr Victoria Simms,
G209, School of Psychology,
Ulster University,
Cromore Road, Coleraine,
Co. Londonderry,
N.Ireland,
BT52 1SA

quoting reference 84175R and quoting the appropriate PO reference for each respective Party. Due to COVID restrictions invoices and reports can alternatively be emailed to Dr Victoria Simms at v.simms@ulster.ac.uk quoting the appropriate PO reference for the respective Party.

Parties should ensure that Supporting documentation should be sufficient to evidence expenditure such as, but not limited to:

- payroll information
- contracts of employment for staff employed on the project full-time or part-time
- timesheets for staff employed on the project
- receipts
- invoices
- bank statements

This documentation should be retained for a period of one year following the grant end date. The Funder has the right to audit the project and this documentation. ULSTER has the right to carry out verification checks from time to time throughout the project.

Schedule 4: Executive Group

1. Membership:

Each Party shall appoint one individual to the Executive Group.

Each nominated individual (and any changes thereto) shall be notified in writing to the other Parties. In addition, each Party shall be entitled, but not bound, to appoint an additional individual to the Executive Group to act as an observer. An observer appointed in such a manner shall be entitled to attend, but not vote, at meetings of the Executive Group.

The Principal Investigator Dr Victoria Simms will be appointed as the Chairperson or such other individual as the Parties may by simple majority agree.

2. Role

All significant strategic and operational matters relating to the Project will be decided upon by the Executive Group unless specifically provided otherwise in this Collaboration Agreement. The Executive Group may put in place any structure to manage the Project that it decides upon.

3. Quorum and decisions

The quorum for a meeting of the Executive Group shall be not less than 50% of the Parties to this Collaboration Agreement (or their proxies).

The Executive Group makes a decision when a majority of those present in person or by proxy vote to take a certain action. Each Party present in person or by proxy shall have one vote and in the event of the number of votes for and against a certain proposed decision are equal, the Chairperson shall have a casting vote.

4. Meeting Frequency

The Executive Group will meet every 3 months by either teleconference, virtually or by e-mail correspondence or at venues to be agreed or at any time when reasonably considered necessary at the request of any of the Parties. Meetings shall be convened with at least twenty-one (21) days' prior written notice, which notice shall include an agenda. Minutes of the meetings of the Executive Group shall be drafted by or on behalf of the Chairperson and transmitted to the Parties without delay and in any event within fifteen (15) days of the meeting. The minutes shall be considered as accepted by the Parties if, within fifteen (15) days from receipt, no Party has objected in writing to the Chairperson or the Project Manager. The Project Manager will prepare progress reports regarding the Project as required by the Executive Group and the Funding Body and a draft of each report will be circulated to each member of the Executive Group along with the written notice for the relevant meeting.

The Executive Group has the right to replace the Project Manager.

5. Role of Project Manager in relation to Executive Group

The Project Manager will unless otherwise directed by a decision of the Executive Group:

- attend Executive Group meetings;
- be the primary contact for and with the Funding Body;
- be accountable to the Executive Group for the day-to-day management of the Project;
- be responsible for financial administration of the Project as required by the Award;
- be responsible for implementing decisions taken by the Executive Group; and
- monitor the progress of the Project with respect to milestones and deliverables.

6. Outline of the Roles and Responsibilities of the Parties

6.1. ULSTER:

- Recruit and manage Post-Doctoral researcher
- Remotely train the Research Assistant at UACH and CNEURO in data collection techniques
- Have oversight of timeline of full workflow
- Source equipment
- Apply for ethical approval for all projects
- Maintain and manage shared documentation
- Manage transfer of resources to the other Parties
- Organise team meetings (either online or face-to-face)
- Lead in data synthesis and analysis with assistance from other Parties where necessary
- Collaborate in the organisation of and attendance at scheduled meetings

6.2. CNEURO and UACH:

- Recruit and manage the Research Assistant at each respective site
- Recruit and collect data for each study (x3)
- Ensure translation of data from Spanish to English
- Input data into sharable data archives
- Contribute to writing papers for publication for both academic and public audiences
- Assist in organising project workshops and dissemination events
- Collaborate in the organisation of and attendance at scheduled meetings where necessary

6.3. UC:

- Provide support and insight into running observational studies with young children
- Provide assistance on training to use LENA technology and data analysis
- Collaborate in the organisation of and attendance at scheduled meetings where necessary

7. Aims and Objectives of the HELM project:

This project addresses work packages and the development of products that include:

- Completion of a systematic review of literature and meta-analysis for publication
- Data collection on home numeracy environment and its influence, home numeracy activities, parental attitudes towards mathematics/qualitative interviews with parents

- Data collection on early numeracy skills in 3 to 5-year-old children
- Data collection using conversational measures
- Assessing the concurrence between questionnaire based and objective conversational measures of the home environment
- Realization of scientific-cultural activities, such as courses, conferences, seminars, diplomas, symposiums, workshops, meetings, congresses, training and updating programs that are of common interest to all Parties.

Schedule 5: Financial control matters, Anti-Bribery and Anti-Corruption

1. Budget

- 1.1. Schedule 3 to this Collaboration Agreement comprises each of the Collaborating Organisations' budgets relating to the Project. Each Collaborating Organisation will be required to immediately inform the Lead Party of any financial issues, problems or queries that arise which are not planned for in this Collaboration Agreement or which contravene any provisions of this Collaboration Agreement (including, without limitation, the terms of the Award). If there are any risks, unresolved issues or identified problems in activity or budgets, they should be referred without delay to the Principal Investigator and the Project Manager.
- 1.2. Funds must only be used for agreed research activities described at Schedule 1. They may not be used for any other purposes including (without limitation) construction or capital programme purposes or any other commitments which are not research or staff costs related directly to the Project.
- 1.3. At the end of the Project the total payments received by each Collaborating Organisation from the Lead Party will not exceed actual expenditure of the Collaborating Organisations on the Project as set out in Schedule 3 and as described in the Justification of Resources within Schedule 1.

2. Insurance requirements

- 2.1. The Lead Party has a need to ensure that activities performed in pursuance of this Collaboration Agreement are properly and appropriately insured to mitigate against unnecessary risks.
- 2.2. Each Collaborating Organisation shall effect and maintain an adequate level of insurance cover in respect of all risks that may be incurred by it in the performance of the Project (and for a period of six years after the termination or expiry of the Agreement).
- 2.3. When requested by the Lead Party, the Collaborating Organisation shall produce documentary evidence showing that the insurance required by this paragraph 2 has been effected and is being maintained.
- 2.4. If, for whatever reason, the Collaborating Organisation fails to effect and maintain the insurance required by this paragraph 2, and/or fails to provide evidence requested under paragraph 2.4 within the timescales stipulated by the Lead Party, the Lead Party may make alternative arrangements necessary to protect its interests and recover the costs thereof from the Collaborating Organisation.
- 2.5. The terms of any insurance or the amount of cover shall not relieve the Collaborating Organisation of any liabilities under this Collaboration Agreement. The Collaborating Organisation shall impose obligations on any subcontractors in terms substantially similar to those set out in this paragraph 2, but this shall not relieve the Collaborating Organisation of any of its obligations and liabilities under this Collaboration Agreement.

3. **Compliance with terms and finance reporting**

- 3.1. By agreeing to the terms of this Collaboration Agreement, each Collaborating Organisation is agreeing for itself and on behalf of all Parties with whom a Collaborating Organisation has an engagement of any kind in connection with the Project (whether sub-contractors, consultants or any person, entity or body with who a Collaborating Organisation engages) (each a “**Collaborating Organisation’s Counterparty**”), to comply with the terms of the Award and the terms of this Collaboration Agreement as though it (and/or any Collaborating Organisation’s Counterparties) had entered into the Award directly with Funding Body or this Collaboration Agreement directly with the Lead Party. In respect of any breach of the terms of the Award or of this Collaboration Agreement by a Collaborating Organisation or any Collaborating Organisation’s Counterparty, that Collaborating Organisation hereby agrees to indemnify (without limit in time) the Lead Party and its officers, agents and employees both for itself and on behalf of any Collaborating Organisation’s Counterparties in respect of any such breach as if such breach had been caused by a Collaborating Organisation and/or the relevant Collaborating Organisation’s Counterparty directly and will accordingly immediately pay to the Lead Party all costs, claims, damages, awards and losses sustained by the Lead Party as a result of any such breach. This means, in effect, that Collaborating Organisations’ will make such payment to the Lead Party as is required in order for the Lead Party to be placed in the position that it would otherwise have been in had such breach not occurred.
- 3.2. If the Lead Party or Funding Body considers any member of a Collaborating Organisation’s personnel unsuitable on substantial and justifiable grounds (in the reasonable opinion of the Lead Party or Funding Body), that Collaborating Organisation shall, if so required by the Lead Party, substitute such member as quickly as reasonably practicable with a replacement acceptable to the Lead Party and Funding Body without direct or indirect charge to the Lead Party or Funding Body and that Collaborating Organisation hereby agrees to full indemnify and hold the Lead Party and Funding Body harmless against any claims of any kind that may arise with regard to the substitution of such Collaborating Organisation’s personnel.
- 3.3. Each Collaborating Organisation will submit invoices and statements of expenditure for Collaborating Organisations’ and all divisions or subcontractors of Collaborating Organisations’ (including Collaborating Organisations’ Counterparties). These invoices and statements of expenditure will be sent to the Principle Investigator Dr Victoria Simms quarterly in arrears for actual expenditure incurred.
- 3.4. Collaborating Organisations’ will be required to ensure all the divisions of Collaborating Organisations’ and all subcontractors of Collaborating Organisations’ (including Collaborating Organisations’ Counterparties) submit the above documents on time for each period. If these are not submitted on time, payments from the Lead Party will be withheld until the correct reports are submitted to and accepted by the Project Manager (defined below).

4. **Activity reporting and financial matters**

- 4.1. By the 30th day following the end of each quarter Collaborating Organisations’ will coordinate the submission of interim reports to show actual research activity updates against planned activities and Work Packages (WPs).

- 4.2. Specific dates for submission for reports will be circulated by the Lead Party if requested; if a Collaborating Organisation fails to submit on time or not at all, then the Lead Party reserves the right to withhold the payment of future invoices to that Collaborating Organisation.
- 4.3. Invoices and/or Statements of actual expenditure should be submitted quarterly in arrears and should always cover actual expenditure. Invoices received after the deadline will not be paid until the next quarter. A Final Invoice and Statement of Expenditure will be required within two months of the project end date of 17 November 2021, and invoices should be dated on or prior to the project end date of 17 November 2021. Invoices received after this deadline may not be paid due to the requirements set by the Funding Body.

Invoices should either be emailed to the Project Manager v.simms@ulster.ac.uk, or addressed to:

Dr Victoria Simms,
G209, School of Psychology,
Ulster University,
Cromore Road, Coleraine,
Co. Londonderry,
N. Ireland,
BT52 1SA.

Each Collaborating Organisation required to send invoices should state the purchase order number provided by the Lead Party and also the Lead Party's reference for this Project **84175R** which should be quoted on all invoices. Collaborating Organisations should also include a reference for itself so as to be able to readily allocate payments received from the Lead Party and should ensure the invoice states the conversion rate used.

All statements of expenditure, invoices and interim reports identifying finance and activity should be sent to the Project Manager who is Dr Victoria Simms and can be contacted by email at v.simms@ulster.ac.uk and whose postal address is G209, School of Psychology, Ulster University, Cromore Road, Coleraine, Co. Londonderry, N. Ireland, BT52 1SA.

- 4.4. The Project Manager should be notified of any major variation in expenditure to approved project or core budgets. The reallocation of funds will need the approval of the Project Manager/Funding Body (before expenditure is committed). For the purposes of this paragraph, a "major variation" is deemed to be a difference between budgeted expenditure and actual expenditure of 10% or more.
- 4.5. Each Collaborating Organisation must not exceed its agreed budget. Accurate financial accounts should be maintained by each Collaborating Organisations and information and supporting documents should be made available to the Lead Party if requested for audit purposes. Any overspend above agreed budgets will be the responsibility of Collaborating Organisations.
- 4.6. During the life of the Project the Lead Party can at any time request copies of a Collaborating Organisation's expenditure records and receipts. Collaborating Organisations will be required to submit this to the Lead Party promptly upon request.

- 4.7. All budgets are prepared, reported and made in GBP sterling. Each Collaborating Organisation must take into account the fluctuation in exchange rates when planning its budgets. All non-UK Collaborating Organisations must have a policy in place for managing exchange rates (monitoring and logging the rate) which they must provide to the Lead Party. All Collaborating Organisations must inform the Lead Party of any problems that arise as a result of exchange rate fluctuations.

5. General

- 5.1. Each Collaborating Organisation represents and warrants that neither it, nor to the best of its knowledge any of its personnel, servants, agents or Collaborating Organisations' Counterparties acting on its behalf, have been at any time prior to the commencement of, or will during the term of the Project, featured on the Home Office Prescribed Terrorist Organisations List or on the financial sanctions list maintained by the Office of Financial Sanctions Implementation.
- 5.2. Each Collaborating Organisation further represents and warrants that it will comply with all Applicable Law in connection with its performance under this Collaboration Agreement (including, without limitation, laws relating to research integrity, import and export control, hazardous materials transportation laws, anti-money laundering laws, tax laws, bribery and corruption laws, equality laws, modern slavery, data protection, and terrorism laws) and will notify the Lead Party immediately on becoming aware of any occasion of non-compliance. In addition to any other remedy contained in this Collaboration Agreement, a Collaborating Organisation's failure to comply with any provision of this paragraph is considered to be a breach of this Collaboration Agreement and the Lead Party or Funding Body may terminate this Collaboration Agreement with immediate effect. In the event that the Lead Party or Funding Body has reasonable grounds, in its own discretion, to believe that a Collaborating Organisation may have violated any provision of this paragraph, that Collaborating Organisation agrees to provide the Lead Party or Funding Body with reasonable access to books, records, documents, or other files relating to any such possible violation. Each Collaborating Organisation further agree to comply with the requirements of paragraph 6 below on the anti-corruption policy).
- 5.3. Each Party shall:
- 5.3.1. comply with all Applicable Law relating to anti-bribery, anti-slavery and prevention of facilitation of tax evasion including the Bribery Act 2010, the Modern Slavery Act 2015 and the Criminal Finances Act 2017 ("Relevant Requirements");
 - 5.3.2. not engage in any activity, practice or conduct which would constitute an offence under the Relevant Requirements if such activity, practice or conduct had been carried out in Northern Ireland and shall provide the Allocated Work without any breach of the Relevant Requirements and in a manner reflecting a commitment to the prevention of facilitation of tax evasion, safety and human rights in the workplace;
 - 5.3.3. comply with the Policies relating to anti-bribery, prevention of facilitation of tax evasion, and anti-slavery and enforce them where appropriate (Relevant Policies);
 - 5.3.4. promptly report to the Lead Party:

- 5.3.4.1. any breach, or potential breach, of the Relevant Requirements and/or Relevant Policies;
 - 5.3.4.2. any actual or suspected slavery or human trafficking in a supply chain which has any connection with the Agreement and/or the Lead Party; and
 - 5.3.4.3. any request or demand for any undue financial or other advantage (including the facilitation of tax evasion) of any kind received by the Party in connection with the performance of its obligations under the Agreement.
- 5.4. Each Party warrants and represents that at the date of the Agreement coming into force neither the Party or any of its officers, employees, agents:
- 5.4.1. has been convicted of any offence under the Relevant Requirements; and
 - 5.4.2. to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence in connection with the Relevant Requirements.
- 5.5. Breach of these clauses 5.2 and 5.4 shall be deemed a material breach of the Agreement.

6. **Anti-corruption policy**

- 6.1. The Parties are committed to ensuring that the resources, awarded by Funding Body on behalf of the UK Taxpayer, will be used only for the purposes intended. The Project policy on fraud and corruption is one of zero tolerance.
- 6.2. Fraud, money laundering, bribery and corruption against Project funds, by any Party's staff or contractors will not be tolerated because it:
- 6.2.1. diverts vital resources from the poor;
 - 6.2.2. breaches our public service ethics and core values;
 - 6.2.3. damages our reputation for sound financial management; and
 - 6.2.4. challenges our "fitness for purpose" and our credibility in the eyes of the Funding Body, our UK stakeholders and International Organisations.
- 6.3. The UK's Fraud Act 2006 makes an offence of the following:
- 6.3.1. false representation;
 - 6.3.2. failing to disclose information;
 - 6.3.3. abuse of position;

- 6.3.4. obtaining services dishonestly;
- 6.3.5. possessing, making and supplying articles for the use in fraud.
- 6.4. The UK's Bribery Act 2010 makes an offence of the following:
 - 6.4.1. offering, promising or giving an advantage;
 - 6.4.2. requesting, agreeing to receive or accepting an advantage;
 - 6.4.3. bribery of a foreign official;
 - 6.4.4. failure by an organisation to prevent a bribe being paid for and on its behalf.
- 6.5. The Funding Body expects anyone involved in Project activities to adhere to the following principles of conduct:
 - 6.5.1. Decisions must be taken solely in terms of the Project's interests. Personal relationships, friendships, family links or personal advantage must not influence decisions;
 - 6.5.2. No Awards or subcontracts may be agreed by any individual, without formal authorisation by the Lead Party/Funding Body;
 - 6.5.3. Value for money must always be a prime criterion in any transaction - quality and fitness for purpose are relevant considerations;
 - 6.5.4. All Project staff have a responsibility to protect the assets and integrity of the Funding Body;
 - 6.5.5. Members of staff are accountable for their part in any financial or related transactions;
 - 6.5.6. Every member of staff has a responsibility to report suspected infringements of the law in the same way as they do for reporting fraudulent acts by members of staff;
 - 6.5.7. Collaborating Organisations will submit their annual audit reports to the Lead Party; and
 - 6.5.8. Collaborating Organisations will also have their own anti-corruption policies and carry out staff awareness training as appropriate.
- 6.6. Those found to have been involved in fraudulent and corrupt activity or to have been negligent in the exercise of supervisory duties will be subject to disciplinary and, where appropriate, criminal proceedings.

- 6.7. Action will also be taken to recover any funds that have been lost. Similarly, funding may be recovered, and future funding withheld from party governments where arrangements for preventing or detecting fraud and corruption fail to improve.
- 6.8. If any Party suspects fraud, money laundering activities, bribery or corruption they must immediately report their concerns to the Project Manager. Neither they nor their line manager should investigate allegations without advice from the Project Manager as this is likely to undermine any future action. All investigations of fraud, money laundering, bribery or corruption will be directed by the Project Manager in the first instance, mindful of legal procedures (if necessary) within the relevant country.
- 6.9. If any Party suspects the Project Manager or Principal Investigator of fraud, money laundering, or corruption they must immediately report their concerns to the Funding Body and other Collaborating Organisations without involving the Principal Investigator or the Project Manager.
- 6.10. Each Collaborating Organisation is required to have their own policy on anti-corruption, which must be provided to the Project Manger immediately upon request.

7. Prevent

- 7.1. Each Collaborating Organisation acknowledges that the Lead Party is subject to the Counter Terrorism and Security Act 2015 (the "Prevent Duty") which requires it to act to deal with the present and growing threat of terrorism within the UK, treat security with the utmost importance and recognise the need to tackle terrorism and, where possible, to prevent individuals including students from being drawn into terrorism.
- 7.2. Where the Lead Party has any concerns about a student or becomes aware of any other matters which require it to take action in accordance with the Prevent Duty, it shall notify the Collaborating Organisation, and the Collaborating Organisation shall at the request of the Lead Party provide the Lead Party with a copy of all relevant information which is available to it in the form that the Lead Party requires and shall provide all necessary assistance requested by the Lead Party to report and/or take such action.
- 7.3. The Lead Party shall be responsible for determining in its absolute discretion what action it needs to take and the Collaborating Organisation acknowledges that the Lead Party may be obliged under the Prevent Duty to disclose such information following consultation with the Collaborating Organisation and having taken its views into account.
- 7.4. The Lead Party shall use its reasonable endeavours to consult with, and take into account the views of, the Collaborating Organisation.

8. Data Protection

DEFINITIONS

In this clause 8 the following definitions shall apply:

**"Controller", "Processor"
"Data Subject" and "Data
Protection Officer"** shall have the meaning given to those terms in the applicable Data Protection Laws;

"Data Protection Laws" means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the Processing of Personal Data to which a Party is subject, including the Data Protection Act 2018 ("**DPA**"), the GDPR and all legislation enacted in the UK in respect of the protection of personal data; and (b) any code of practice or guidance published by the ICO (or equivalent regulatory body) from time to time;

"Data Processing Particulars" means, in relation to any Processing under this Agreement:

(a) the subject matter and duration of the Processing;

(b) the nature and purpose of the Processing;

(c) the type of Personal Data being Processed; and

(d) the categories of Data Subjects;

as set out in Appendix 1.

"Data Subject Request" means an actual or purported request or notice or complaint from or on behalf of a Data Subject exercising his rights under the Data Protection Laws in relation to Personal Data including without limitation: the right of access by the Data Subject, the right to rectification, the right to erasure, the right to restriction of processing, the right to data portability and the right to object;

"GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016;

"Good Industry Practice" means at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert supplier of similar services to those being carried out under this Agreement, such supplier seeking to comply with its contractual obligations in full and complying with all applicable

laws including the Data Protection Laws;

"ICO" means the UK Information Commissioner's Office, or any successor or replacement body from time to time;

"ICO Correspondence" means any correspondence or communication (whether written or verbal) from the ICO in relation to the Processing of Personal Data;

"Losses" means all losses, fines, penalties, liabilities, damages, costs, charges, claims, amounts paid in settlement and expenses (including legal fees (on a solicitor/client basis), disbursements, costs of investigation (including forensic investigation), litigation, settlement (including ex gratia payments), judgment, interest and penalties), other professional charges and expenses, disbursements, cost of breach notification including notifications to the data subject, cost of complaints handling (including providing data subjects with credit reference checks, setting up contact centres (e.g. call centres) and making ex gratia payments), all whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;

Permitted Recipients" means the third parties to whom each Party is permitted to disclose the Personal Data, as set out in more detail in Appendix 1 (*Data Processing Particulars*);

"Personal Data" means any personal data (as defined in the Data Protection Laws) Processed by either Party in connection with this Agreement, and for the purposes of this Agreement includes Sensitive Personal Data (as such Personal Data is more particularly described in Appendix 1 (*Data Processing Particulars*));

"Personal Data Breach" has the meaning set out in the Data Protection Laws and for the avoidance of doubt , includes a breach of Paragraph 8.2.2(d);

"Processing" has the meaning set out in the Data Protection Laws (and **"Process"** and **"Processed"** shall be construed accordingly);

"Restricted Country" means a country, territory or jurisdiction outside of the European Economic Area which the EU Commission has not deemed to provide adequate protection in accordance with Article 25(6) of the DP Directive and/ or Article 45(1) of the GDPR (as applicable);

"Security Requirements" means the requirements regarding the security of Personal Data, as set out in the Data Protection Laws (including, in particular, the seventh data protection principle of the DPA and/ or the measures set out in Article 32(1) of the GDPR (taking due account of the matters described in Article 32(2) of the GDPR)) as applicable;

"Sensitive Personal Data"	means Personal Data that reveals such special categories of data as are listed in Article 9(1) of the GDPR;
"Services"	Means the Allocated Work and the Project; and
"Third Party Request"	Means a written request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by law or regulation.

8.1 Nature of the Processing

8.1.1 The Parties acknowledge that the factual arrangements between them dictate the role of each Party in respect of the Data Protection Laws. Notwithstanding the foregoing, each Party agrees that the nature of the Processing under this Agreement will be as follows:

- (a) the Parties shall each Process the Personal Data;
- (b) each Party shall act as a Controller in respect of the Processing of the Personal Data on its own behalf and in particular each shall be a Controller of the Personal Data acting individually and in common, as follows:
 - (i) The Lead Party shall be a Controller where it is Processing Personal Data in relation to the Project; and
 - (ii) The Collaborating Organisations shall be a Controller where it is Processing Personal Data in relation to the Project.
- (c) Notwithstanding Paragraph 8.1.1(b), if either Party is deemed to be a joint Controller with the other in relation to the Personal Data, the Parties agree that they shall be jointly responsible for the compliance obligations imposed on a Controller by the Data Protection Laws, and the Parties shall cooperate to do all necessary things to enable performance of such compliance obligations, except that each Party shall be responsible, without limitation, for compliance with its data security obligations set out in Paragraph 8.2.2(d) where Personal Data has been transmitted by it, or while Personal Data is in its possession or control.

8.1.2 Each of the Parties acknowledges and agrees that Appendix 1 (*Data Processing Particulars*) to this Agreement is an accurate description of the Data Processing Particulars.

8.2 Data Controller Obligations

8.2.1 Each Party shall in relation to the Processing of the Personal Data comply with its respective obligations under the Data Protection Laws.

8.2.2 Without limiting the generality of the obligation set out in Paragraph 8.2.1, in particular, each Party shall:

- (a) where required to do so make due notification to the ICO;
- (b) ensure it is not subject to any prohibition or restriction which would:
 - (i) prevent or restrict it from disclosing or transferring the Personal Data to the other Party as required under this Agreement;
 - (ii) prevent or restrict it from granting the other Party access to the Personal Data as required under this Agreement; or
 - (iii) prevent or restrict either Party from Processing the Personal Data, as envisaged under this Agreement;
- (c) ensure that all fair processing notices have been given (and/or, as applicable, consents obtained) and are sufficient in scope to enable each Party to Process the Personal Data as required in order to obtain the benefit of its rights and to fulfil its obligations under this Agreement in accordance with the Data Protection Laws;
- (d) ensure that all Personal Data disclosed or transferred to, or accessed by, the other Party is accurate and up-to-date, as well as adequate, relevant and not excessive to enable either Party to Process the Personal Data as envisaged under this Agreement;
- (e) ensure that appropriate technical and organisational security measures are in place sufficient to comply with:
 - (i) at least the obligations imposed on the Controller by the Security Requirements; and
 - (ii) the obligations set out in Appendix 2 (*Information Security*);

and where requested provide to the Lead Party evidence of its compliance with such requirements promptly, and in any event within forty-eight (48) hours of the request;

- (f) notify the other Party promptly, and in any event within forty-eight (48) hours of receipt of any Data Subject Request or ICO Correspondence which relates directly or indirectly to the Processing of Personal Data under, or in connection with, this Agreement and together with such notice, provide a copy of such Data Subject Request or ICO Correspondence to the other Party and reasonable details of the circumstances giving rise to it. In addition to providing the notice referred to in this Paragraph 8.2.2(f), each Party shall provide the other Party with all reasonable co-operation and assistance required by the

other Party in relation to any such Data Subject Request or ICO Correspondence;

- (g) use reasonable endeavours to notify the other Party if it is obliged to make a disclosure of any of the Personal Data under any statutory requirement, such notification to be made in advance of such disclosure or immediately thereafter unless prohibited by law;
- (h) notify the other Party in writing without undue delay and, in any event, within twenty-four (24) hours of it becoming aware of any actual or suspected Personal Data Breach in relation to the Personal Data received from the other Party and shall, within such timescale to be agreed by the Parties (acting reasonably and in good faith):
 - (i) implement any measures necessary to restore the security of compromised Personal Data; and
 - (ii) support the other Party to make any required notifications to the ICO and/or other equivalent relevant Regulator and affected Data Subjects;
- (i) take reasonable steps to ensure the reliability of any of its personnel who have access to the Personal Data;
- (j) not do anything which shall damage the reputation of the other Party or that Party's relationship with the Data Subjects;
- (k) not transfer any Personal Data it is processing to a Restricted Country;
- (l) hold the information contained in the Personal Data confidentially and under at least the conditions of confidence as such Party holds Personal Data Processed by it other than the Personal Data;
- (m) not disclose the Personal Data to a third party (including a sub-contractor) in any circumstances without the other Party's prior written consent, save in relation to: (i) disclosures to Permitted Recipients; and (ii) Third Party Requests. For Third Party Requests, the Party seeking to disclose the Personal Data shall use reasonable endeavours to advise the other Party in advance of such disclosure, unless that Party is prohibited by law or regulation from notifying the other Party of that disclosure, in which case it shall do so as soon as practicable thereafter (where permitted by law or regulation); and
- (n) at the other Party's option or direction, arrange for the prompt and safe return and/or secure permanent destruction (in accordance with Good Industry Practice) of all Personal Data, together with all copies in its possession or control within 30 days and, where requested by the other Party certify that such destruction has taken place.

- 8.2.3 Notwithstanding the generality of Paragraph 8.2.2(k), the Parties acknowledge that to the extent the Lead Party transfers Personal Data to UACH, Mexico, CNEURO, Cuba and UC, Chile, it shall be transferring Personal Data to a Restricted Country.
- 8.2.4 Prior to the transfer of the Personal Data to UACH, Mexico, CNEURO, Cuba and UC, Chile, the Lead Party shall first obtain the freely given, specific and informed, written consent of each relevant Data Subject to such transfer to UACH, Mexico, The Cuban Centre for Neuroscience, Cuba and Pontificia Universidad Católica de Chile, Chile, in a Restricted Country.
- 8.2.5 To the extent that the Lead Party is unable to secure the consent of all or any Data Subjects in accordance with Paragraph 8.2.4 the Lead Party shall not be required to transfer the Personal Data of such Data Subjects to UACH, Mexico, CNEURO, Cuba and UC, Chile, in accordance with this Agreement.
- 8.2.6 The Parties acknowledge that to the extent the Parties transfer Personal Data that originates in UACH, Mexico, CNEURO, Cuba and UC, Chile, it shall still follow the spirit of this section 8.
- 8.2.7 Prior to the transfer of any Personal Data from Data Subjects based in UACH, Mexico, CNEURO, Cuba and UC, Chile, to another Party, the Party shall first obtain the freely given, specific and informed, written consent of each relevant Data Subject to such transfer.
- 8.2.8 To the extent that the Party is unable to secure the consent of all or any Data Subjects in accordance with Paragraph 8.2.7 the Party shall not be required to transfer the Personal Data of such Data Subjects to another Party in accordance with this Agreement.

9. **INSURANCE**

9.1 All Parties agree:

- 9.1.1 to obtain and keep in full force and effect at all times, in respect of the Processing of the Personal Data, a policy or policies of insurance covering liability for damage arising to persons as a result of the Party's breach of clause 8 (Data Protection) and/or failure to comply with the Data Protection Laws and which meet the following conditions:
- (a) it must cover liability for damage arising to any person;
 - (b) it must apply in relation to the Processing of Personal Data;
 - (c) it must have policy limits and provisions conforming to such requirements as the other Party may from time to time reasonably prescribe;

9.1.2 to deliver to the other Party

- (a) copies of all applicable insurance policies taken out pursuant to the provisions of this Agreement;
- (b) evidence of premiums paid in relation to such insurance; and
- (c) ensure that the other Party shall be entitled to the benefit of such insurance.

Appendix 1

Data Protection Particulars

The subject matter and duration of the Processing	The subject matter of the Processing is Personal Data of staff engaged in relation to the Project, and also the Personal Data of the data subjects who are participating in the research for the Project. Each of the Parties shall Process the personal data for the duration of this Agreement or as otherwise specified in the data protection provisions.
The nature and purpose of the Processing	<p>The Collaborating Organisations as Data Controller:</p> <p>The Collaborating Organisations will Process the Personal Data provided by any of the Parties in relation to the Project to monitor and improve its internal quality control mechanisms, for the purposes of the Award, for the purposes of the Research and for compliance with the terms of the Agreement.</p>
The type of Personal Data being Processed	<p>The type of Personal Data being Processed concerns the following categories:</p> <p>The following in relation to staff engaged by the Collaborating Organisations:</p> <ul style="list-style-type: none">• Names and addresses (including email address)
The categories of Data Subjects	The Personal Data concerns staff who are engaged on the Project.

Appendix 2

Information Security

At any point during the term of the Agreement the Lead Party reserves the right to request various information security requirements such as (but not an exhaustive list):

- Encryption requirements for data storing, processing and transfer;
- Anonymisation of data

Schedule 6: BACKGROUND IP

Lead Party - ULSTER

As to University of Ulster, it is agreed between the Research Parties that, to the best of their knowledge, no data, know-how or information of University of Ulster shall be Needed by another Party for implementation of the Project or Exploitation of that other Party's Results.

This represents the status at the time of signature of this Agreement.

Research Party - UACH

As to Universidad Autónoma de Chihuahua, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Universidad Autónoma de Chihuahua shall be Needed by another Party for implementation of the Project or Exploitation of that other Party's Results.

This represents the status at the time of signature of this Agreement.

Research Party - UC

As to the Pontificia Universidad Católica de Chile it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of the Pontificia Universidad Católica de Chile shall be Needed by another Party for implementation of the Project or Exploitation of that other Party's Results.

This represents the status at the time of signature of this Agreement.

Research Party - CNEURO

As to The Cuban Centre for Neuroscience it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of The Cuban Centre for Neuroscience shall be Needed by another Party for implementation of the Project or Exploitation of that other Party's Results.

This represents the status at the time of signature of this Agreement.

Schedule 7: Accession Agreement template

This Accession Agreement is made the.....day of.....20..... **BETWEEN:**

- 1) **University of Ulster**, whose registered address is at N. Ireland BT52 1SA (“Lead Party”); and
- 2) **[Party Name]**, whose registered address is at [Insert Address Details] (“XXX”).

WHEREAS:

- A. The Lead Party is the Lead Party in a GCRF Collaboration Agreement dated2020 (“the Collaboration Agreement”) for the project “*HELM*” attached as Appendix I to this Accession Agreement.
- B. All the defined terms of this legally binding Accession Agreement shall have the same meaning as those in the Collaboration Agreement.
- C. Pursuant to the provisions of Clause 7 of the Collaboration Agreement, it is hereby agreed by all the Parties (as defined in the Collaboration Agreement) that (“XXX”) be made a Collaborating Organisation and a Party to the Collaboration Agreement.

IT IS HEREBY AGREED as follows:

1. “[Party Name], whose registered address is at [Insert Address Details] (“XXX”)” shall from the date of last signature of this Accession Agreement be inserted as a Party to the Agreement.
2. (“XXX”) hereby agrees to be a member of and participate in the Project and to be bound by and subject to the terms and conditions of the Collaboration Agreement.
3. Any and all references to the Collaborating Organisations shall from the date hereof include (“XXX”).
4. All notices to be sent to XXX in accordance with Clause 10 of the Agreement shall be sent, as provided therein, to: [Insert Details For Notices]
5. (“XXX”) shall carry out the Allocated Work assigned to it and using the funds provided for in Appendix 2 of this Accession Agreement, unless otherwise agreed with the Lead Party.
6. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Collaboration Agreement remain in full force and effect.

Agreed by the Parties through their authorised signatories on the date set out at the head of this Accession Agreement:

Signed on behalf of the **Lead Party**:

Signed on behalf of **[PARTY NAME]**:

Signed

Signed



Name

Name

Position

Position

Date:

Date:

Appendix I: The Collaboration Agreement

[Insert fully executed Collaboration Agreement]

Appendix II: Allocated Work and Budget

[insert the new Party's Allocated Work and Budget]

Schedule 8: Change Control Procedure

Part 1 Procedure

1. Purpose

- 1.1 This Schedule sets out the procedure for dealing with Changes, including:
- (a) the rights of the Parties to request a Change;
 - (b) the rights of the Parties to approve or reject a proposed Change;
 - (c) the apportionment of costs incurred by the Parties in compliance with this Schedule; and
 - (d) the form of any authorised Change.
- 1.2 Any Change which affects the funding of the Award or increases the costs allocated to that Party will fall outside of this Change Control Procedure and will need to be dealt with as a variation to the Agreement pursuant to clause 12.10 of the Agreement. For the avoidance of doubt this Change Control Procedure is only to be used for the change in scope of the Allocated Work only.
- 1.3 A Change will not be effective until a relevant Change Control Note has been signed by the authorised representatives of both Parties.
- 1.4 A Change Control Note will be in substantially the form set out in Part 2 of this Schedule.

2. Requesting a change

- 2.1 Any Party may submit a written request for Change to the Lead Party. The Lead Party has ultimate sign off on any Change Control Notes. The Lead Party is the only party who can approve Change Control Notes.
- (a) Where the Party ("First Party") initiates a request for a Change, it will send to the Lead Party a draft Change Control Note signed by an authorised representative of the First Party.
 - (b) If the Lead Party considers that it requires further information in order to consider the proposed Change, it will notify the First Party within 7 days of receipt of the request. Such notification must detail the further information required. The Lead Party may repeat this process until the Lead Party is satisfied that it has sufficient information to approve or reject the request for Change.
 - (c) If paragraph (b) applies, the First Party will provide the required information and, if required, re-issue the draft completed Change Control Note signed by an authorised representative of the First Party within 7 days of receiving such notification from the Lead Party.

- (d) If Lead Party has sufficient information it may in its absolute discretion approve and sign the Change Control Notice within a period of 7 days.
- (e) An approved Change Control Notice will take effect from the effective date of Change as set out in the Change Control Notice.

3. Approving and rejecting a change

3.1 A Party's right to reject a Lead Party initiated Change request

- (a) Where the Lead Party instigates a Change Control Notice to another Party, that Party may reject a request for Change from the Lead Party, where the Party reasonably believes that the proposed Change would:
 - (i) materially or adversely affect the risks to the health and safety of any person; or
 - (ii) require the agreement to be delivered in a way that infringes any law;
 - (iii) is not within the scope or remit of what the Party feels able to deliver in accordance with the Project.

Part 2 Change Control Note template

CCN No:	Agreement:	Effective date of Change:
Initiated by: Change requested by [INSERT NAME OF PARTY]		
Date of request:		
Period of validity: This Change Control Note is valid for acceptance until [DATE].		
Reason for Change:		
Description and impact of the Change (including to delivery and performance):		
Required amendments to wording of agreement or schedules:		
Supporting or additional information:		
SIGNED ON BEHALF OF THE FIRST PARTY		SIGNED ON BEHALF OF THE LEAD PARTY
Signature:		Signature:
Name:		Name:
Position:		Position:
Date:		Date: