

COLLABORATION AGREEMENT

between

THE UNIVERSITY OF SHEFFIELD

and

THE UNIVERSITY OF YORK

and

THE JANKI DEVI MEMORIAL COLLEGE UNIVERSITY OF DELHI



COLLABORATION AGREEMENT

between

The University of Sheffield, a charitable body registered in England and Wales under registration number RC000667, incorporated under Royal Charter and having its main administrative offices at Western Bank, Sheffield, S10 2TN (the "Lead")

and

The University of York, a body incorporated in England and Wales by Royal Charter with registration number RC000679 who principal offices are at Heslington, York, YO10 5DD, United Kingdom ("York")

and

The Janki Devi Memorial College, University of Delhi, an autonomous organization registered in Societies Registration Act XXI of 1860, (Punjab Amendment) Act 1957, As Extended To The Union Territory of Delhi. under registration number S. 1742, incorporated under 1957 and having its main administrative offices at JANKI DEVI MEMORIAL COLLEGE, UNIVERSITY OF DELHI, SIR GANGA RAM HOSPITAL MARG, KAROL BAGH NEW DELHI -110060 ("Delhi")

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

In this Agreement York and Delhi shall together be referred to as the "Collaborator(s)"

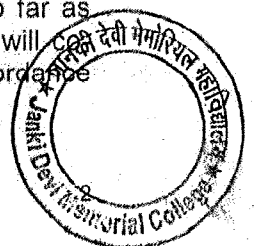
BACKGROUND

- A. The Lead has been awarded a grant from Arts & Humanities Research Council (the "Funder") in respect of a Global Challenges Research Fund project titled "Forgotten Food: Culinary Memory, Local Heritage and Lost Agricultural Varieties in India (the "Project"), the terms of which are attached as Part 1 of the Schedule to this Agreement (the "Head Terms"). The Co-investigator(s) are Professor Duncan Cameron at the Lead, Dr Claire Chambers at York and Dr Saumya Gupta at Delhi.
- B. This Agreement sets out the terms and conditions under which the Lead will pass on the funds allocated to the Collaborator(s) under the Head Terms and under which the Parties will collaborate on the work to be conducted on the Project.

TERMS AND CONDITIONS

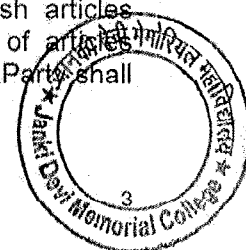
It is hereby agreed as follows:

1. The Project shall commence on 01 November 2019 and shall continue for 24 months unless terminated earlier in accordance with this Agreement. The Parties will cooperate to perform the Project. The tasks to be undertaken by each Party for the Project are those allocated to them in the proposal made to Funder for the Project attached at Part 2 of the Schedule to this Agreement (the "Proposal"). The Parties agree to perform such tasks with reasonable skill and care within the scope of their funding.
2. The Collaborators each hereby agree to comply with the Head Terms in so far as they relate and apply to that Collaborator's involvement in the Project and will cooperate to perform the Project with all due care skill and ability and in accordance



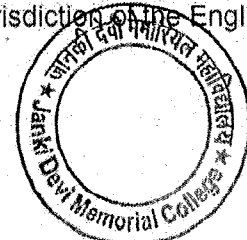
with the highest standards of research integrity and research methodology. Additionally each Collaborator agrees not to conduct itself (whether by act or omission) in such a manner that would cause the Lead to be in breach of the Lead's obligations under the Head Terms. On termination or expiry of the Head Terms, this Agreement will automatically immediately terminate.

3. Each Collaborator agrees to provide to the Lead promptly on request (and where it is legally able to do so) any information, documentary evidence and records in respect of the Project that the Lead may reasonably require from time to time in order to fulfil its reporting obligations under the Head Terms.
4. The maximum liability of a Party under this Agreement shall not exceed the sums to be paid to it under this Agreement and shall not, in any case extend to indirect or consequential losses. Nothing in this Agreement limits or excludes any Party's liability for (a) death or personal injury resulting from negligence; or (b) any fraud or for any sort of other liability which, by law, cannot be limited or excluded.
5. The funding to be provided to the Collaborator(s) by the Lead in respect of the Project is detailed in the payment schedule contained in Part 3 of the Schedule to this Agreement. The Lead shall only pass on funds received under the Head Terms. If the Funder requires the reimbursement by the Lead of any sums paid under the Head Terms, then to the extent that such requirement arises from the acts or omissions of a Collaborator, such Collaborator agrees to reimburse the Lead together with any interest charged thereon by the Funder.
6. Each Collaborator acknowledges that it is responsible for the conduct and administration of the funding received under this Agreement, is accountable for the use of public funds and must ensure that all expenditure is subject to robust controls. The Collaborator must therefore provide any evidence of expenditure where requested by the Lead including, but not limited to, all itemised purchase receipts, self- receipts where applicable, all invoices, and evidence of all payments to the Collaborator's staff including evidence that funds have been spent on the costs identified in Part 3 of the Schedule to this Agreement. Each Collaborator shall maintain full and accurate records of all expenditure incurred in connection with the Project.
7. Subject to the conditions of the Head Terms, any intellectual property, know-how and results created in the course of the Project ("Results") shall be owned by the Party that generates them. Nothing in this agreement shall affect the ownership of any background intellectual property (being any intellectual property owned or controlled by a Party prior to the commencement of the Project or generated by a Party outside the scope of the Project) used in the implementation of the Project. Each Party grants the other Parties (i) a non-exclusive, non-transferable, non-sub-licensable, royalty-free licence for the duration of the Project to use its background intellectual property used in the implementation of the Project solely to enable the other Parties to carry out their respective part of the Project, and (ii) a non-exclusive, non-transferable, non-sub-licensable, royalty-free licence to use its Results for academic and non-commercial research purposes, including research projects funded by third parties (including commercial entities) provided that those parties gain or claim no rights to such Results.
8. Notwithstanding clause 9 below, each Party shall be entitled to publish articles directly arising from its solely owned Results. Prior to the publication of articles directly arising from the work of more than one Party on the Project, each Party shall



endeavour to circulate proposed publications at least 30 days in advance of submission for publication. All publications shall acknowledge the funding made available for the Project by the Funder. Each Party retains the right to request (such request not to be unreasonably refused) the delay of a publication in order to seek Intellectual Property protection for Results generated in the course of the Project if publication would reasonably prejudice such protection. Such delay shall not exceed 3 months, unless mutually agreed between the relevant Parties. Notification of the requirement for delay in submission for publication must be received by the publishing Party within thirty (30) days after the receipt of the material by the other Party/Parties, failing which the publishing Party shall be free to assume that the other Party/Parties has no objection to the proposed publication. The provisions of this clause 8 shall survive termination or expiry of this Agreement for the period of one year.

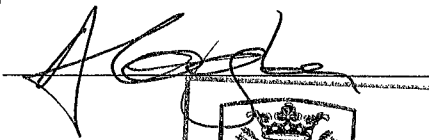
9. Neither Party shall disclose Confidential Information (which term shall mean any information disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") and identified as confidential before or at the time of disclosure, to any third party. Further, the Receiving Party shall keep the Confidential Information confidential, only disclose it to its employees who have a "need to know" the information for the purpose of the Project and only use it for the purpose of the Project. Confidential Information does not include information that is in or comes into the public domain through no fault of the Receiving Party, is independently developed by the Receiving Party, is disclosed to the Receiving Party by a third party at liberty to disclose the information without breach of the terms of this Agreement or is required to be disclosed by law. These obligations of confidentiality will remain in force for a period of 5 years from conclusion of the Project.
10. Each Party shall procure that in carrying out the Project, it will comply with all applicable laws, regulations and statutes, including those relating to data protection, anti-bribery and modern slavery. Non-compliance with this clause by a Party shall not be sufficient justification for another Party to not comply with its obligations under this Agreement.
11. The Parties acknowledge that the Project may involve the sharing of personal and/or sensitive data for the purposes of managing or conducting the Project. The Parties agree that where appropriate further terms will be agreed in relation to such data sharing. In the absence of any separate agreement and except as otherwise provided by law, each Party shall be solely responsible for its own processing of personal data in compliance with data protection laws in connection with this Agreement, including the lawful basis of that processing.
12. No Party will assign or subcontract any part of this Agreement without the prior written consent of the other Parties, such consent not to be unreasonably withheld, denied or delayed.
13. This Agreement shall be regarded as though it were a complementary agreement to the Head Terms. Nothing contained in this Agreement shall be so construed or interpreted in any way as to diminish or alter the rights of the Funder as set out in the Head Terms which shall take precedence.
14. This Agreement shall be governed and construed in accordance with the laws of England and Wales and the Parties agree to the exclusive jurisdiction of the English Courts.



IN WITNESS WHEREOF this Agreement is executed as follows:

for and on behalf of The University of Sheffield

Signed: _____

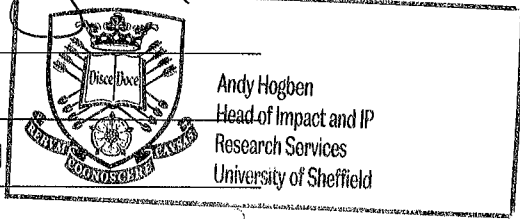


Name: _____

Title: _____

Dated: _____

05 FEB 2020



for and on behalf of The University of York

Signed: _____



Name: _____

Title: _____

Dated: _____

Emma Paterson
Research Grants & Contracts Manager
University of York

24/1/2020

for and on behalf of The University of Delhi

Signed: _____

Name: _____

Title: _____

Dated: _____

DR. SWATI PAL

PRINCIPAL

15. A signed copy of this Agreement delivered by e-mailed portable document format file or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF this Agreement is executed as follows:

for and on behalf of The University of
Sheffield

Signed: _____

Name: _____

Title: _____

Dated: _____

for and on behalf of The University of York

Signed: _____

Name: _____

Title: _____

Dated: _____

for and on behalf of The University of Delhi

Signed: Swati Pal

Name: DR. SWATI PAL

Title: PRINCIPAL

Dated: _____



SCHEDULE

Part 1

Head Terms

See attached



Part 1 - Head
Terms.pdf

Part 2

Proposal

See attached



Part 2 -
Proposal.pdf

Part 3

Payment Schedule

Payment Schedule for The University of York

The Lead shall pay to York, in consideration of the work carried out under this Agreement the amount detailed in the table below. All sums are inclusive of VAT, if applicable.

Payments shall be made subject to the receipt of sufficient funds from the Funder and within 30 days of receipt of quarterly invoices. Invoices must be raised for the funded amount according to the categories below.

		York		
		100% fEC No Inflation	Inflated 100% fEC	Inflated 80% fEC
Directly Incurred	Staff	£0		
	Travel &			
Directly Incurred	Subsistence	£0	£0	£0
Directly Incurred	Equipment	£0		
Directly Incurred	Other Costs	£9,800	£9,919	£7,936
Directly Incurred	Sub total	£9,800	£9,919	£7,936
Directly Allocated	Investigators	£8,433	£8,536	£6,829
Directly Allocated	Estates Costs	£780	£789	£632
Directly Allocated	Major Facilities	£0		
Directly Allocated	Other DA	£0	£0	£0
Directly Allocated	Infrastructure	£0		
Directly Allocated	Sub total	£9,213	£9,325	£7,460
Exceptions	Equipment	£0		
Exceptions	Student	£0		
Exceptions	Other	£0	£0	£0
Exceptions	Sub total	£0	£0	£0
Indirect costs	Indirects	£5,877	£5,948	£4,759
Indirect costs	Sub total	£5,877	£5,948	£4,759
TOTAL		£24,890	£25,193	£20,155

Invoices to be addressed to:

The University of Sheffield, Arts Finance
 New Spring House
 231 Glossop Road
 Sheffield
 S10 2GW
 <arts-finance@sheffield.ac.uk>

Reference: R/161621 (Please include this on all invoices)

Payment Schedule for The University of Delhi

The Lead shall pay to Delhi, in consideration of the work carried out under this Agreement the amount detailed in the table below. All sums are inclusive of VAT, if applicable.

Payments shall be made subject to the receipt of sufficient funds from the Funder and within 30 days of receipt of quarterly invoices. Invoices must be raised for the funded amount according to the categories below.

		Delhi		
		100% fEC No Inflation	Inflated 100% fEC	Inflated 80% fEC
Directly Incurred	Staff	£0		
Directly Incurred	Travel & Subsistence	£0	£0	£0
Directly Incurred	Equipment	£0		
Directly Incurred	Other Costs	£0	£0	£0
Directly Incurred	Sub total	£0	£0	£0
Directly Allocated	Investigators	£0	£0	£0
Directly Allocated	Estates Costs	£0	£0	£0
Directly Allocated	Major Facilities	£0		
Directly Allocated	Other DA	£0	£0	£0
Directly Allocated	Infrastructure	£0		
Directly Allocated	Sub total	£0	£0	£0
Exceptions	Equipment	£0		
Exceptions	Student	£0		
Exceptions	Other	£20,293	£20,540	£20,540
Exceptions	Sub total	£20,293	£20,540	£20,540
Indirect costs	Indirects	£0	£0	£0
Indirect costs	Sub total	£0	£0	£0
TOTAL		£20,293	£20,540	£20,540

Invoices to be addressed to:

The University of Sheffield, Arts Finance
 New Spring House
 231 Glossop Road
 Sheffield
 S10 2GW.
 <arts-finance@sheffield.ac.uk>

Reference: R/161621 (Please include this on all invoices)

Part 4

Additional Conditions

Not used