

DATED

3<sup>rd</sup> December

2019

**(1) THE UNIVERSITY OF LEEDS**

and

**(2) THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD**

and

**(3) IMPERIAL COLLEGE OF SCIENCE, TECHNOLOGY AND MEDICINE**

and

**(4) THE NATURAL HISTORY MUSEUM**

and

**(5) LANCASTER UNIVERSITY**

and

**(6) INSTITUTO NACIONAL DE PESQUISAS ESPACIAIS (INPE)**

and

**(7) UNIVERSIDAD AUSTRAL DE CHILE**

and

**(8) INSTITUTO DE INVESTIGACIONES DE LA AMAZONÍA PERUANA**

and

**(9) INSTITUTO MULTIDISCIPLINARIO DE BIOLOGÍA VEGETAL (MBIV),**

**UNIVERSIDAD NACIONAL DE CÓRDOBA - CONICET**

**"A trait-based Understanding of LATAM Forest Biodiversity and Resilience"**

**("ARBOLES")**

**COLLABORATION AGREEMENT**

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THIS AGREEMENT dated

3<sup>rd</sup> December

2019 is made

**BETWEEN:**

- (1) **THE UNIVERSITY OF LEEDS**, a higher education institution incorporated by Royal Charter under number RC000658 whose administrative offices are at Leeds, LS2 9JT, United Kingdom (the "**Lead Party**"); and
- (2) **THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD**, whose administrative offices are at University Offices, Wellington Square, Oxford, OX1 2JD, United Kingdom, hereafter referred to as "**Oxford**";
- (3) **IMPERIAL COLLEGE OF SCIENCE, TECHNOLOGY AND MEDICINE**, whose administrative offices are at Exhibition Road, South Kensington Campus, London, SW7 2AZ, United Kingdom, hereafter referred to as "**Imperial**";
- (4) **THE NATURAL HISTORY MUSEUM**, whose administrative offices are at Cromwell Road, London, SW7 5BD, United Kingdom, hereafter referred to as "**NHM**";
- (5) **LANCASTER UNIVERSITY**, whose administrative offices are at University House, B Floor, Bowland Main, Bailrigg, Lancaster, LA1 4YT, United Kingdom, hereafter referred to as "**Lancaster**";
- (6) **INSTITUTO NACIONAL DE PESQUISAS ESPACIAIS (INPE)**, also known as the National Institute for Space Research, and having its main administrative offices at Av. dos Astronautas, 1.758 - Jardim da Granja, São José dos Campos - SP, 12227-010, Brazil, hereafter referred to as "**INPE**";
- (7) **UNIVERSIDAD AUSTRAL DE CHILE**, also known as the Austral University of Chile, and having its main administrative offices at Independencia 631, Valdivia, Región de los Ríos, Chile, hereafter referred to as "**UACH**";
- (8) **INSTITUTO DE INVESTIGACIONES DE LA AMAZONÍA PERUANA**, having its main administrative offices at Avenida Abelardo Quiñones km 2.5, Ciudad de Iquitos, Loreto, Perú, hereafter referred to as "**IIAP**"; and
- (9) **INSTITUTO MULTIDISCIPLINARIO DE BIOLOGÍA VEGETAL (MBIV), UNIVERSIDAD NACIONAL DE CÓRDOBA - CONICET**, having its main administrative offices at Av. Haya de la Torre s/n, Córdoba, Argentina, hereafter referred to as "**CONICET**",

each a "**Party**" and collectively the "**Parties**".

Parties (2) to (9) are collectively referred to as the "**Collaborating Organisations**".

Parties (1) to (5) inclusive are collectively referred to as the "**British Parties**" and parties (6) to (9) inclusive are collectively referred to as the "**South American Parties**".

**WHEREAS**

- (A) The Parties submitted a joint research proposal for a research project called "*A trait-based Understanding of LATAM Forest Biodiversity and Resilience*" ("**ARBOLES**") (the "**Project**") as set out in Schedule 1.

- (B) The Parties have been successful in being awarded funding from their respective Funders.
- (C) The British Funder 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 Lead Party wishes the Collaborating Organisations to carry out a portion of the Project as envisaged in the proposal to the British Funder.
- (E) This Collaboration Agreement sets out the terms under which the Parties shall perform the Allocated Work.

**IT IS HEREBY AGREED** 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:

<b>Allocated Work</b>	shall mean the research allocated to each Party, as defined in the Project at Schedule 1, or as modified from time to time, with agreement from the Lead Party.
<b>Arising Intellectual Property</b>	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.
<b>Background Intellectual Property</b>	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.
<b>British Funder</b>	shall mean the Natural Environment Research Council (NERC).
<b>Co-investigators</b>	shall be Professor Oliver Phillips and Professor Emanuel Gloor of the Lead Party; Professor Yadvinder Malhi and Dr Imma Oliveras of Oxford; Dr Cristina Banks-Leite of Imperial; Professor Alfried Vogler of NHM; Dr Jos Barlow of Lancaster; Dr Luiz Aragão of INPE; Professor Antonio Lara of UACH; Dr Eurídice Honorio Coronado of IIAP and Professor Sandra Díaz of CONICET.
<b>Confidential Information</b>	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.
<b>Co-Project Manager</b>	shall mean the person appointed by the Parties (acting by the Executive Group) from time to time to closely support the Project Manager and co-project manage the Project and this

Collaboration Agreement. As at the date of this Collaboration Agreement, the Co-Project Manager shall be the Co-investigator Dr Jos Barlow of Lancaster University.

<b>Executive Group</b>	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.
<b>Funder</b>	shall mean either the British Funder or any or all of the South American Funders, or both, as appropriate.
<b>Impact</b>	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.
<b>Intellectual Property</b>	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.
<b>ODA</b>	shall mean the UK's Official Development Assistance.
<b>Principal Investigator</b>	shall be Dr David Robert Galbraith at the Lead Party, or his successor as agreed by the British Funder.
<b>Project Manager</b>	shall mean the person appointed by the Parties (acting by the Executive Group) from time to time to project manage the Project and this Collaboration Agreement. As at the date of this Collaboration Agreement, the Project Manager shall be the Principal Investigator.
<b>Project Period</b>	shall be from 1 <sup>st</sup> February 2019 to 31 <sup>st</sup> January 2022.
<b>South American Funders</b>	shall mean the São Paulo Research Foundation (FAPESP) in respect of INPE; the National Commission for Scientific & Technological Research of Chile (CONICYT) in respect of UACH; FONDECYT-CONCYTEC in respect of IIAP and the National Scientific & Technical Research Council of Argentina (CONICET) in respect of CONICET.

- 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 British Funder 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 or 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 The British Funder has undertaken to provide funding for the Project and the Lead Party shall act as recipient of the funding for the British 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 clause 3.5, 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 British Funder. All Parties other than the Lead Party undertake to the Lead Party to comply with the requirements included in Schedule 5.

- 3.2 In the event that the British Funder requires the reimbursement by the Lead Party of any sums paid under this Collaboration Agreement, then to the extent that such requirement arises directly 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 British Funder together with any interest charged thereon. However, the maximum liability of a Collaborating Organisation shall not exceed the sum to be paid to it under this Agreement.
- 3.3 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, including the overhead budgets 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 British Funder, incorporated into this Collaboration Agreement at Schedule 1.
- 3.4 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.
- 3.5 The Parties each acknowledge that in respect of the ongoing operation of the Project, certain additional funds to those already detailed in Schedule 3 ("**Additional Funds**") may need to be allocated to one or more Collaborating Organisation by the Lead Party, in discussion with the Executive Group. The Parties hereby agree that the Lead Party shall be responsible for organising the award of such Additional Funds directly with the relevant Collaborating Organisation(s).
- 3.6 Each Party agrees to co-operate with the Funder in any exercise by the Funder of any rights of inspection of records and financial procedures and in the meeting of any Conduct Requirements applicable to any Party.
- 3.7 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 British Funder has made its final payment to the Lead Party.

#### 4. PUBLICATION AND CONFIDENTIALITY PROCEDURES

##### 4.1 Confidentiality

- 4.1.1 Subject to clauses 4.1.3 and 4.2.1, 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.

- 4.1.2 No Party shall incur any obligation under clause 4.1.1 with respect to information which:
- (a) 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
  - (b) is or becomes publicly known without the fault of the Receiving Party; or
  - (c) 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
  - (d) is independently developed by the Receiving Party; or
  - (e) is approved for release in writing by an authorised representative of the Disclosing Party; or
  - (f) 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; or
  - (g) is required to be disclosed by law or regulation (including any requests under the Freedom of Information Act 2000 or the Freedom of Information (Scotland) Act 2002 or Environmental Information Regulations (2004) and the INSPIRE Regulations 2009 and INSPIRE Regulations (Scotland) 2009 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.
- 4.1.3 Pursuant to periodical assessment by the British Funder, the British 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 the British Funder when reasonably requested to do so.
- 4.1.4 Each British Party may submit case studies relating to the Project to the British Funder. These submissions must be made on a confidential basis if the case study

contains Confidential Information of a Party which has not submitted the case study.

## 4.2 Publications

- 4.2.1 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.
- 4.2.2 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.
- 4.2.3 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:
- (a) following the procedures laid down in clause 4.2.4, to publish results, jointly where applicable, obtained during the course of work undertaken as part of the Project; and
  - (b) 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.
- 4.2.4 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 20 (twenty) 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.
- 4.2.5 The provisions of clauses 4.1.1 and 4.1.2 shall survive for a period of 3 (three) years from the date of expiration or termination of this Collaboration Agreement. The provisions of clause 4.2.4 shall survive for a period of 1 (one) year from the date of expiration or 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 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 in equal shares, with the costs relating to the internal and external costs (including, without limitation, official fees) for the drafting, filing, prosecuting and maintenance of such Joint Intellectual Property being divided equally amongst the joint owners. 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; 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 (three) months of the notification

that there has been Arising Intellectual Property or Joint Intellectual Property (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 5.6 and 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 “**Option Notice**”). The relevant Parties shall then together use reasonable endeavours to negotiate in good faith within three months (the “**Negotiation Period**”) from the date the Option Notice is served, 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. If the relevant Parties are not able to agree the terms of the new agreement within the Negotiation Period, the rights of the Party wishing to exercise its Option under clauses 5.6 and 5.7 will lapse.
- 5.8 Any Party may request access rights to another Party’s Background Intellectual Property. The Party owning such Background Intellectual Property shall not 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 (three) 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 British Funder. 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

- 7.1 Any Party (the “**Withdrawing Party**”) may withdraw from the Project upon 3 (three) 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 in the Executive Group and the Executive Group shall meet within 1 (one) month 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 Executive Group and the official date of withdrawal (“**Date of Withdrawal**”).
- 7.2 In the event of withdrawal of a Party, the Executive Group 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 British Funder 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 British Funder 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 5.6;
- 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.

## 8. TERMINATION

- 8.1 A Party (the “**Terminating Party**”) may terminate its involvement in this Collaboration Agreement by giving at least 90 (ninety) 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 90 (ninety) 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 90 (ninety) day notice period, then termination shall also not be effective if 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 90 (ninety) 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 Joint 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 agree 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 60 (sixty) 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 Executive Group) 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 7.1; or
- 8.3.2 this Collaboration Agreement may be terminated by the Co-Investigator Replacement Party giving 90 (ninety) days’ written notice to the other Parties or the Executive Group giving 90 (ninety) days’ written notice to the Co-Investigator Replacement Parties.
- 8.4 The Lead Party agrees to notify the Collaborating Organisations promptly in writing if at any time the Project Manager or Co-Project Manager is unable or unwilling to continue the direction and supervision of the Project. Within 60 (sixty) days after such incapacity or expression of unwillingness the Lead Party (in consultation with the Executive Group) shall nominate a successor to replace the Project Manager or Co-Project Manager, as appropriate. 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 90 (ninety) 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 Executive Group may decide by unanimous vote of the non-defaulting Parties to instruct the chairman of the Executive Group 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 90 (ninety) 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 Funder, 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:

- (a) makes an order for a Party's winding-up or dissolution; or
- (b) makes an administration order in relation to that Party; or

8.7.2 any Party:

- (a) passes a resolution for its winding-up; or
- (b) appoints a receiver over, or an encumbrancer takes possession of or sells an asset of, that Party; or
- (c) makes an arrangement or composition with its creditors generally; or
- (d) 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 members of the Executive Group not representing the Insolvent Party shall meet to either suspend or terminate the Insolvent Party's involvement in the Executive Group and 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 Executive Group may decide by unanimous vote to terminate this Collaboration Agreement with the agreement of the British Funder. 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 British Funder. 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 British Funder.

## 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 from the Funder, 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:

Director of Commercialisation

Research & Innovation Service, Level 11 Worsley Building, Clarendon Way, Leeds, LS2 9NL

Email: [commercialisation@leeds.ac.uk](mailto:commercialisation@leeds.ac.uk)

with a copy to the Principal Investigator.

- 10.2 The Collaborating Organisations' representatives for the purpose of receiving notices shall until further notice be:

### Oxford

Legal notices: The Director, Research Services, University of Oxford, University Offices Wellington Square, Oxford OX1 2JD

Administrative matters: The Head of Administration & Finance Oxford University Centre for the Environment, University of Oxford, South Parks Road, Oxford, OX1 3QY, United Kingdom

### Imperial

Gary Wheeler, Contracts Manager, Faculty of Natural Sciences, Imperial College London, Level 3, Faculty Building, South Kensington Campus, Exhibition Road, London, SW7 2AZ

Email: [g.wheeler@imperial.ac.uk](mailto:g.wheeler@imperial.ac.uk)

Telephone: +44 20 7594 6583

### NHM

Oliver Bacon, Grants Liaison Officer- [o.bacon@nhm.ac.uk](mailto:o.bacon@nhm.ac.uk)

### Lancaster

Director of Research, Enterprise and Innovation, Research and Enterprise Services, Lancaster University, Bowland Main, Bailrigg, Lancaster, LA1 4YT

Email: [d.williams2@lancaster.ac.uk](mailto:d.williams2@lancaster.ac.uk)

With a copy to Professor Jos Barlow - [jos.barlow@lancaster.ac.uk](mailto:jos.barlow@lancaster.ac.uk)

### INPE

International Relations Affairs Office

Email: [scrin@inpe.br](mailto:scrin@inpe.br)

With a copy to Adriana Cursino Thomé – [adriana.thome@inpe.br](mailto:adriana.thome@inpe.br)

### UACH

Administrative matters: Vice-Rector for Research, Development and Artistic Creation, Nicole Lerdon Figueroa, International Grants Officer, Universidad Austral de Chile , Las Encinas 220, Torre C, Piso 2, Valdivia- Chile

Email: [nicole.lerdon@uach.cl](mailto:nicole.lerdon@uach.cl)

Telephone : + 56 63 2221335

With a copy to Professor Antonio Lara – [antoniolaraguilar@gmail.com](mailto:antoniolaraguilar@gmail.com)

IIAP

The Head of Administration & Finance of IIAP

Email: [dga@iiap.gob.pe](mailto:dga@iiap.gob.pe)

With a copy to Dr Euridice Honorio - [ehonorio@iiap.org.pe](mailto:ehonorio@iiap.org.pe)

CONICET

For legal matters: Gabriel Bernardello, Director IMBIV by email to [bernarde@imbiv.unc.edu.ar](mailto:bernarde@imbiv.unc.edu.ar)

For administrative matters: Valeria Falczuk, Administrative and Technical Assistant to DiverSus Director by email to [valeria.falczuk@unc.edu.ar](mailto:valeria.falczuk@unc.edu.ar)

## **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 British Funder, 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 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 Executive Group and the Funder 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.

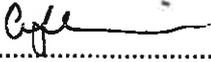
- 12.4 No Party shall use the name or any trademark or logo of any other Party or the name of any of its staff or students in any press release or product advertising, or for any other commercial purpose, without the prior written consent of that other Party.
- 12.5 The Parties (including any employee, 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 12.5 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:
- 12.5.1 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 Funder, considers reasonable in the circumstances;
- 12.5.2 require the Offending Party to:
- (a) promptly remedy specific aspects of its conduct and performance regarding its participation in the Project;
- (b) promptly change or otherwise modify its procedures to take account of the Lead Party's guidance or other requirements.
- 12.6 With the exception of the Funder (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 Funder or any other person.
- 12.7 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.
- 12.8 This Collaboration Agreement shall be governed by English Law and the English Courts shall (once the procedures set out in clause 12.9 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.
- 12.9 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.

- 12.10 Notwithstanding clause 12.9 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.
- 12.11 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.
- 12.12 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. 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
- 12.13 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.
- 12.14 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  
THE UNIVERSITY OF LEEDS**

Signature: .....  .....

Name: ..... CERI WILLIAMS.

Title: ..... DIRECTOR OF RESEARCH  
AND INNOVATION DEVELOPMENT

Date: ..... RESEARCH AND INNOVATION SERVICE  
THE UNIVERSITY OF LEEDS 21st June 2019

**SIGNED for and on behalf of  
THE CHANCELLOR MASTERS AND SCHOLARS OF  
THE UNIVERSITY OF OXFORD**

Signature: .....

Name: .....

Title: .....

Date: .....

**SIGNED for and on behalf of  
IMPERIAL COLLEGE OF SCIENCE, TECHNOLOGY  
AND MEDICINE**

Signature: .....

Name: .....

Title: .....

Date: .....

**SIGNED for and on behalf of  
THE NATURAL HISTORY MUSEUM**

Signature: .....

Name: .....

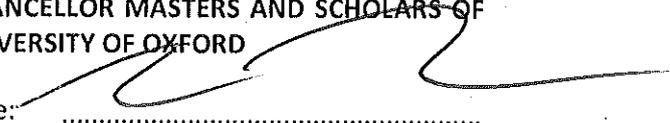
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Date: .....

**SIGNED for and on behalf of  
THE UNIVERSITY OF LEEDS**

Signature: .....  
Name: .....  
Title: .....  
Date: .....

**SIGNED for and on behalf of  
THE CHANCELLOR MASTERS AND SCHOLARS OF  
THE UNIVERSITY OF OXFORD**

Signature:  .....

Name:   
..... Eve Henshaw  
..... Senior Research Control Manager  
..... Humanities & Social Sciences  
..... Research Services

Title: .....

Date: 4/6/2019 .....

**SIGNED for and on behalf of  
IMPERIAL COLLEGE OF SCIENCE, TECHNOLOGY  
AND MEDICINE**

Signature: .....  
Name: .....  
Title: .....  
Date: .....

**SIGNED for and on behalf of  
THE NATURAL HISTORY MUSEUM**

Signature: .....  
Name: .....  
Title: .....  
Date: .....

**EXECUTED** as an agreement:

**SIGNED** for and on behalf of  
**THE UNIVERSITY OF LEEDS**

Signature: .....

Name: .....

Title: .....

Date: .....

**SIGNED** for and on behalf of  
**THE CHANCELLOR MASTERS AND SCHOLARS OF  
THE UNIVERSITY OF OXFORD**

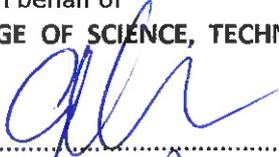
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Name: .....

Title: .....

Date: .....

**SIGNED** for and on behalf of  
**IMPERIAL COLLEGE OF SCIENCE, TECHNOLOGY  
AND MEDICINE**

Signature: ..... 

Name: ..... *CARY WHEELER*

Title: ..... *CONTRACTS MANAGER*

Date: ..... *15<sup>TH</sup> November 2019*

Title: .....

Date: .....

**SIGNED** for and on behalf of  
**THE NATURAL HISTORY MUSEUM**

Signature: Neil Green .....

Name: NEIL GREENWOOD .....

Title: DIRECTOR OF FINANCE AND CORPORATE SERVICES .....

Date: 4 March 2019 .....

**SIGNED** for and on behalf of  
**LANCASTER UNIVERSITY**

Signature: .....

Name: .....

Title: .....

Date: .....

**SIGNED** for and on behalf of  
**INSTITUTO NACIONAL DE PESQUISAS ESPACIAIS  
(INPE)**

Signature: .....

Name: .....

Title: .....

Date: .....

**SIGNED** for and on behalf of  
**UNIVERSIDAD AUSTRAL DE CHILE**

Signature: .....

Name: .....

**SIGNED** for and on behalf of  
**LANCASTER UNIVERSITY**

Signature: ..... *Mark Reynolds* .....  
Name: .....  
Title: .....  
Date: ..... *4th June 2019* .....

**Mark Reynolds**  
**Contracts Manager**  
**Lancaster University**

**SIGNED** for and on behalf of  
**INSTITUTO NACIONAL DE PESQUISAS ESPACIAIS**  
**(INPE)**

Signature: .....  
Name: .....  
Title: .....  
Date: .....

**SIGNED** for and on behalf of  
**UNIVERSIDAD AUSTRAL DE CHILE**

Signature: .....  
Name: .....  
Title: .....  
Date: .....

**SIGNED** for and on behalf of  
**INSTITUTO DE INVESTIGACIONES DE LA**  
**AMAZONÍA PERUANA**

Signature: .....  
Name: .....  
Title: .....  
Date: .....

**SIGNED for and on behalf of  
THE NATURAL HISTORY MUSEUM**

Signature: .....  
Name: .....  
Title: .....  
Date: .....

**SIGNED for and on behalf of  
LANCASTER UNIVERSITY**

Signature: .....  
Name: .....  
Title: .....  
Date: .....

**SIGNED for and on behalf of  
INSTITUTO NACIONAL DE PESQUISAS ESPACIAIS  
(INPE)**

Signature: .....  
Name: DARCTON POLICARPO DAMIÃO  
Title: DIRETOR  
Date: 3.12.19

Darcton Polcarpo Damiano  
Diretor Interino  
SIAPE nº 3143672  
Portaria nº 2.194 - 13/08/2019

**SIGNED for and on behalf of  
UNIVERSIDAD AUSTRAL DE CHILE**

Signature: .....  
Name: .....  
Title: .....  
Date: .....

**SIGNED for and on behalf of  
THE NATURAL HISTORY MUSEUM**

Signature: .....

Name: .....

Title: .....

Date: .....

**SIGNED for and on behalf of  
LANCASTER UNIVERSITY**

Signature: .....

Name: .....

Title: .....

Date: .....

**SIGNED for and on behalf of  
INSTITUTO NACIONAL DE PESQUISAS ESPACIAIS  
(INPE)**

Signature: .....

Name: .....

Title: .....

Date: .....

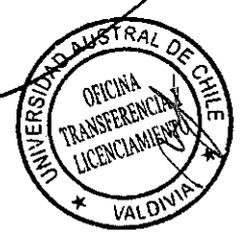
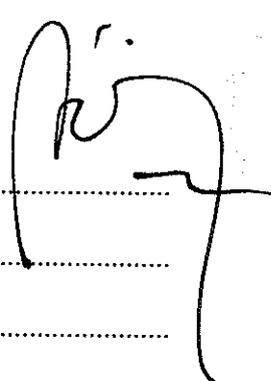
**SIGNED for and on behalf of  
UNIVERSIDAD AUSTRAL DE CHILE**

Signature: .....

Name: .....

Title: .....

Date: .....



**SIGNED** for and on behalf of  
**INSTITUTO NACIONAL DE PESQUISAS ESPACIAIS (INPE)**

Signature:

Name:

Title:

Date:

**SIGNED** for and on behalf of  
**UNIVERSIDAD AUSTRAL DE CHILE**

Signature:

Name:

Title:

Date:

**SIGNED** for and on behalf of  
**INSTITUTO DE INVESTIGACIONES DE LA AMAZONÍA PERUANA**  
Signature:

  
**Pablo Eloy Puertas Meléndez**  
Presidente



Name:  
Title:  
Date:

**SIGNED** for and on behalf of  
**UNIVERSIDAD NACIONAL DE CÓRDOBA**

Signature:

Name:

Title:

Date:



**SIGNED** for and on behalf of  
**INSTITUTO DE INVESTIGACIONES DE LA  
AMAZONÍA PERUANA**

Signature: .....

Name: .....

Title: .....

Date: .....

**SIGNED** for and on behalf of  
**UNIVERSIDAD NACIONAL DE CÓRDOBA**

Signature:  .....

Name: Gabriel Bernardello.....

Title: Director IMBIV.....

Date: 21 June 2019

**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 and Anti-Corruption

## Schedule 1 The Project



Proposal.pdf

## Schedule 2 The Award (Award Letter)



Offer Letter.pdf

**Schedule 3 Breakdown of costs from the Lead Party to the British Parties****British Funder Grant Ref: NE/S011811/1****Lead Party Ref: RG.GEOG.116491****A trait-based Understanding of LATAM Forest Biodiversity and Resilience (“ARBOLES”)****Budget details for Oxford**

The Lead shall pay to Oxford, the funded amount detailed in the table below, subject to receipt from the Funder. All sums are inclusive of VAT, if applicable.

	<b>OXFORD</b>	
	<b>Including Indexation</b>	
	100%	80%
DI - Staff	140,820	112,656
DI - T&S	19,309	15,448
DI - Other Costs	32,521	26,017
DA - Investigators	23,342	18,674
DA - Estate Costs	32,190	25,752
DA - Other Directly Allocated	0	0
Indirect - Indirect Costs	164,093	131,274
<b>Exception - Other Costs</b>	<b>0</b>	<b>0</b>
<b>TOTAL</b>	<b>412,275</b>	<b>329,820</b>

The Lead Party will require an invoice from the Collaborating Organisation, quoting reference **RG.GEOG.116491** and marked for the attention of Accounts Payable, EC Stoner Building, The University of Leeds, Leeds, LS2 9JT with a copy to [SoG-postaward@leeds.ac.uk](mailto:SoG-postaward@leeds.ac.uk).

The Collaborating Organisation shall invoice the Lead Party quarterly in arrears on the basis of actual expenditure against the budget headings listed in this Schedule 3 and 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 British Funder. 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 cost statement should include the breakdown of the indexed full economic cost (fEC) figures as well as the actual sums claimed.

### Budget details for Imperial

The Lead shall pay to Imperial, the funded amount detailed in the table below, subject to receipt from the Funder. All sums are inclusive of VAT, if applicable.

	<b>IMPERIAL</b>	
	<b>Including Indexation</b>	
	100%	80%
DI - Staff	54,841	43,873
DI - T&S	9,147	7,317
DI - Other Costs	28,456	22,765
DA - Investigators	11,660	9,328
DA - Estate Costs	14,138	11,310
DA - Other Directly Allocated	957	766
Indirect - Indirect Costs	49,526	39,621
Exception - Other Costs	0	0
<b>TOTAL</b>	<b>168,724</b>	<b>134,979</b>

The Lead Party will require an invoice from the Collaborating Organisation, quoting reference **RG.GEOG.116491** and marked for the attention of Accounts Payable, EC Stoner Building, The University of Leeds, Leeds, LS2 9JT with a copy to [SoG-postaward@leeds.ac.uk](mailto:SoG-postaward@leeds.ac.uk).

The Collaborating Organisation shall invoice the Lead Party quarterly in arrears on the basis of actual expenditure against the budget headings listed in this Schedule 3 and 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 British Funder. 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 cost statement should include the breakdown of the indexed full economic cost (fEC) figures as well as the actual sums claimed.

**Budget details for NHM**

The Lead shall pay to NHM, the funded amount detailed in the table below, subject to receipt from the Funder. All sums are inclusive of VAT, if applicable.

	<b>NHM</b>	
	<b>Including Indexation</b>	
	100%	80%
DI - Staff	0	0
DI - T&S	7,724	6,179
DI - Other Costs	5,081	4,065
DA - Investigators	11,596	9,277
DA - Estate Costs	1,102	881
DA - Other Directly Allocated	3,307	2,646
Indirect - Indirect Costs	5,184	4,147
<b>Exception - Other Costs</b>	<b>0</b>	<b>0</b>
<b>TOTAL</b>	<b>33,994</b>	<b>27,195</b>

The Lead Party will require an invoice from the Collaborating Organisation, quoting reference **RG.GEOG.116491** and marked for the attention of Accounts Payable, EC Stoner Building, The University of Leeds, Leeds, LS2 9JT with a copy to [SoG-postaward@leeds.ac.uk](mailto:SoG-postaward@leeds.ac.uk).

The Collaborating Organisation shall invoice the Lead Party quarterly in arrears on the basis of actual expenditure against the budget headings listed in this Schedule 3 and 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 British Funder. 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 cost statement should include the breakdown of the indexed full economic cost (fEC) figures as well as the actual sums claimed.

### Budget details for Lancaster

The Lead shall pay to Lancaster, the funded amount detailed in the table below, subject to receipt from the Funder. All sums are inclusive of VAT, if applicable.

	<b>LANCASTER</b>	
	<b>Including Indexation</b>	
	100%	80%
DI - Staff	44,382	35,506
DI - T&S	9,147	7,317
DI - Other Costs	34,554	27,643
DA - Investigators	26,481	21,185
DA - Estate Costs	27,002	21,601
DA - Other Directly Allocated	839	672
Indirect - Indirect Costs	59,851	47,881
Exception - Other Costs	0	0
<b>TOTAL</b>	<b>202,256</b>	<b>161,805</b>

The Lead Party will require an invoice from the Collaborating Organisation, quoting reference **RG.GEOG.116491** and marked for the attention of Accounts Payable, EC Stoner Building, The University of Leeds, Leeds, LS2 9JT with a copy to [SoG-postaward@leeds.ac.uk](mailto:SoG-postaward@leeds.ac.uk).

The Collaborating Organisation shall invoice the Lead Party quarterly in arrears on the basis of actual expenditure against the budget headings listed in this Schedule 3 and 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 British Funder. 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 cost statement should include the breakdown of the indexed full economic cost (fEC) figures as well as the actual sums claimed.

## Schedule 4 Project Management

### 1. General

- 1.1 The Project will adopt a co-leadership approach to project management within the individual work packages (“**Objectives**”) set out within the Data Management Plan of the Project proposal set out at Schedule 1.
- 1.2 The overall Project will be led by the Project Manager, supported closely in project co-ordination by the Co-Project Manager.
- 1.3 Each Objective will be co-led as follows:

Objective 1 - Dr Imma Oliveras of Oxford and Professor Antonio Lara of UACH

Objective 2 – Professor Oliver Phillips and Dr David Robert Galbraith of the Lead Party and Sandra Díaz of CONICET

Objective 3 – Dr Jos Barlow of Lancaster and Dr Cristina Banks-Leite of Imperial and Eurídice Honorio Coronado of IIAP

Objective 4 – Professor Emanuel Gloor and Dr David Robert Galbraith of the Lead Party and Eurídice Honorio Coronado of IIAP

Objective 5 - Professor Yadvinder Malhi of Oxford and Dr Luiz Aragão of INPE,

each a “**Co-Leader**” and together the “**Co-Leaders**”.

### 2. Membership

- 2.1 Each Co-Leader represents one member to the Executive Group. 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.
- 2.2 The Principal Investigator will be appointed as the Chairman or such other individual as the Parties may by simple majority agree.

### 3. Role

All significant strategic and operational matters relating to the overall 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.

### 4. Quorum and decisions

- 4.1 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).
- 4.2 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 Chairman shall have a casting vote.

**5. Meeting Frequency**

Consortium meetings in South America are planned for the start and midpoint stages. Three-monthly consortium Skype meetings will ensure close progress monitoring.

**6. Role of Project Manager in relation to Executive Group**

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

- 6.1 attend Executive Group meetings;
- 6.2 be the primary contact for and with the Funder;
- 6.3 be accountable to the Executive Group for the day-to-day management of the Project;
- 6.4 be responsible for financial administration of the Project as required by the Award;
- 6.5 be responsible for implementing decisions taken by the Executive Group; and
- 6.6 monitor the progress of the Project with respect to milestones and deliverables.

## Schedule 5 Anti-Bribery and Anti-Corruption

### 1. General

- 1.1 Each Collaborating Organisation represents and warrants that neither it, nor to the best of its knowledge any of its personnel, servants or agents 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.
- 1.2 Each Collaborating Organisation further represents and warrants that it will comply with all applicable laws 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, data protection laws, bribery and corruption laws, equality laws 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 British Funder may terminate this Collaboration Agreement with immediate effect. In the event that the Lead Party or British Funder 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 British Funder with reasonable access to books, records, documents, or other files relating to any such possible violation.
- 1.3 Each Collaborating Organisation further agrees to comply with the requirements of paragraph 2 below on the anti-corruption policy.

### 2. Anti-corruption policy

- 2.1 The Parties are committed to ensuring that the resources, awarded by the British Funder 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.
- 2.2 Fraud, money laundering, bribery and corruption against Project funds, by any Party's staff or contractors will not be tolerated because it:
  - 2.2.1 diverts vital resources from the poor;
  - 2.2.2 breaches our public service ethics and core values;
  - 2.2.3 damages our reputation for sound financial management; and
  - 2.2.4 challenges our "**fitness for purpose**" and our credibility in the eyes of the British Funder, our UK stakeholders and International Organisations.
- 2.3 The UK's Fraud Act 2006 makes an offence of the following:
  - 2.3.1 false representation;
  - 2.3.2 failing to disclose information;
  - 2.3.3 abuse of position;

- 2.3.4 obtaining services dishonestly;
- 2.3.5 possessing, making and supplying articles for the use in fraud.
- 2.4 The UK's Bribery Act 2010 makes an offence of the following:
  - 2.4.1 offering, promising or giving an advantage;
  - 2.4.2 requesting, agreeing to receive or accepting an advantage;
  - 2.4.3 bribery of a foreign official;
  - 2.4.4 failure by an organisation to prevent a bribe being paid for and on its behalf.
- 2.5 The British Funder expects anyone involved in Project activities to adhere to the following principles of conduct:
  - 2.5.1 Decisions must be taken solely in terms of the Project's interests. Personal relationships, friendships, family links or personal advantage must not influence decisions;
  - 2.5.2 No Awards or subcontracts may be agreed by any individual, without formal authorisation by the Executive Group;
  - 2.5.3 Value for money must always be a prime criterion in any transaction - quality and fitness for purpose are relevant considerations;
  - 2.5.4 All Project staff have a responsibility to protect the assets and integrity of the British Funder;
  - 2.5.5 Members of staff are accountable for their part in any financial or related transactions;
  - 2.5.6 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; and
  - 2.5.7 Collaborating Organisations will also have their own anti-corruption policies and carry out staff awareness training as appropriate.
- 2.6 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.
- 2.7 Action will also be taken to recover any funds that have been lost. Similarly, funding may be recovered, and future funding withheld from partner governments where arrangements for preventing or detecting fraud and corruption fail to improve.
- 2.8 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.

- 2.9 If any Party suspects the Project Manager or Principal Investigator of fraud, money laundering, or corruption they must immediately report their concerns to the Executive Group without involving the Lead Investigator or the Project Manager. The Executive Group shall appoint one or more persons to investigate allegations following advice from the Executive Group as this in order not to undermine any future action. All such investigations of fraud, money laundering or corruption will be directed by the Executive Group.