

COLLABORATION AGREEMENT

Between

LANCASTER UNIVERSITY

and

DNIPRO UNIVERSITY OF TECHNOLOGY

COLLABORATION AGREEMENT

Between

Lancaster University, an educational body established by Royal Charter (RC000657) and having its main administrative offices at University House, Bailrigg, Lancaster, LA1 4YW, United Kingdom (the “**Lead**”)

And

Dnipro University of Technology, having its main administrative offices at 19 Dmytro Yavornytskyi Ave., Dnipro, Dnipropetrovska oblast, 49005, Ukraine (the “**Collaborator**”)

hereinafter referred to as the “Parties” and each of them being a “Party”

BACKGROUND

- A. The Lead entered into an agreement in respect of a project titled “Plant-Soil Restoration UUKi Twinning Network” (the “Project”), the terms of which are attached as Part 1 of the Schedule to this Agreement (the “Head Terms”).
- B. The Co-applicant Oleksandr Kovrov (the “Co-Investigator”) is a named Co-Investigator on the Project.
- C. This Agreement sets out the terms and conditions under which the Lead will pass on the funds allocated to the Collaborator 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 1st March 2023 and shall continue for six months unless terminated earlier in accordance with this Agreement. The Parties will co-operate to perform the Project. The tasks to be undertaken by each Party for the Project are those allocated to them in the proposal made to Funder for the Project attached at Part 1 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 Collaborator hereby agrees to comply with the Head Terms in so far as they relate and apply to the Collaborator’s involvement in the Project. Additionally, the 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. The maximum liability of a Party under this Agreement shall not exceed £19,800 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.
4. Subject to having first itself received the funds in accordance with the Head Terms, the Lead shall pay to the Collaborator nineteen thousand eight hundred pounds (£19,800) as set out in Schedule 1 Part 2.
5. 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.

Short Form Collaboration Agreement Sept 17
Lead Ref: A108591
Collaborator Ref:

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 Party (i) a non-exclusive, non-transferable, non-sub-licensable, royalty-free licence for the duration of the Project to use its background intellectual property used in the implementation of the Project solely to enable the other Party to carry out their respective part of the Project, and (ii) a non-exclusive, non-transferable, non-sub-licensable, world-wide, 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.

7. Authorship of any publications of the conclusions of the Project will be decided in accordance with normal academic practice.

8. Each Party shall procure that in carrying out the Project, it will comply with all applicable laws, regulations and statutes, including those relating to 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.

9. 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.

10. 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.

11. 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 Lancaster University

Signed: J. Kilner
J. Kilner
 29/03/2023 17:26:23

Name: Jennifer Kilner

Title: Deputy Head of Research and Enterprise

Dated: 29/03/2023
Contracts



for and on behalf of Dnipro University of Technology

Signed: [Signature]

Name: Mykola Trehub

Title: Vice-Rector for Perspective Development

Dated: March 27, 2023

SCHEDULE

Part 1

Head Terms

Copy of application and award letter embedded and also separately provided to the Collaborator, receipt of which is hereby acknowledged.



11153-Lancaster-DU UUKi-University
T-Application.pdf Offer of award (& T

Part 2

Payment Schedule

Payment Schedule for DNIPRO University of Technology (the Collaborator)

The Lead shall pay to the Collaborator, in consideration of the work carried out under this Agreement the amount detailed below, namely £19,800. 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 an invoice due on signature of this agreement.

Budget breakdown:

Academic staff costs: £6,600
PhD Student costs: £3,600
Technician costs: £1,200
Travel and subsistence: £4,600
Lab Consumables: £2,000
Indirect costs: £1,800

Total - £19,800

Note – in addition to the above, £8,200 from the Collaborator's travel allocation to be held at Lancaster University to be used for travel of delegates etc.

Payment terms:

- i. £11,400 upon signature of this Agreement, and
- ii. £8,400 upon receipt of all the necessary information required for the end of Project reporting, including all receipts, timesheets and other financial records associated with the Collaborator's expenditure on the Project.

The Collaborator will be required to submit invoices at the above points in order to claim the funding due. Payment shall be made within 30 days of receipt of a valid and undisputed invoice.

Invoices to be addressed to:

Research Support Office
Lancaster University
Post-Award
And sent by email to: rso_postaward@lancaster.ac.uk

Reference: EAA7927 (Please include this on all invoices)



This Document has been Signed with a **secure electronic signature** via E-Sign.

Envelope Details

Title	a108591 Research England Ukraine twinning
Author	Lancaster University Contracts Office (rso-contracts@lancaster.ac.uk)
Envelope Created on	Wed, 29 Mar 2023 17:25:19
Envelope ID	5512dc7d-a3d0-4003-ba18-9cd61155ca87

Document Details

Title	A108591_DUT-Collaboration-Agreement_v1.1_24.03.2022_signed DUT
Digital Fingerprint	3add2aec-3843-46de-9aae-04821e7268e4

Document Signers Scan/Click the QR Code to view signature information

Name	<u>Jennifer Kilner</u>
Email	j.kilner@lancaster.ac.uk
Status	SIGNED at Wed, 29 Mar 2023 17:26:23 BST(+0100)
Signature Fingerprint	b7e8bece-3796-40e7-9cdc-ad36d9474169



Document History

Wed, 29 Mar 2023 17:26:24	Jennifer Kilner Signed the Document (IP: 148.88.247.139)
---------------------------	----------------------------------------------------------

