

**COLLABORATION AGREEMENT
RELATING TO GRANT: REF EP/K031953/1
“EPSRC IRC in Early-Warning Sensing Systems for Infectious Diseases”**

This Agreement is made this _____ day of _____ 2013 between

(1) **University College London** whose administrative offices are at Gower Street, London, WC1E 6BT (hereinafter “UCL” or “Lead Party”);

(2) **Imperial College of Science, Technology and Medicine**, whose administrative offices are at South Kensington Campus, London SW7 2AZ (“Imperial”);

(3) **Newcastle University**, an unincorporated charitable organisation established under the Universities of Durham and Newcastle upon Tyne Act 1963, a Statute of England, whose address is King’s Gate, Newcastle upon Tyne, NE1 7RU (“Newcastle”);

(4) **London School of Hygiene and Tropical Medicine** whose administrative offices are at Keppel Street, London WC1E 7HT, UK (“LSHTM”);

(5) **University of Surrey** whose administrative offices are at Senate House, 14 SE 03, Guildford, Surrey GU2 7XH (“Surrey”); and

(6) **Public Health England**, an executive agency of the Department of Health with headquarters at Wellington House, 133-155 Waterloo Road, London SE1 8UG (“PHE”)

Each a ‘Party’ and together the ‘Parties’.

BACKGROUND

- A. Following an application submitted by the Parties, the Engineering and Physical Sciences Research Council (EPSRC) (the “Funder”) awarded a grant to the Parties to carry out a project called “EPSRC IRC in Early-Warning Sensing Systems for Infectious Diseases” (the “Project”).
- B. The Project comprises of four Flagship Projects, Exploratory Projects, an Education Alliance and a Partnership Resource Fund and each of the Parties is responsible for carrying out their role in them, in collaboration with the other Parties and Partner Institutions as defined here below.
- C. Further details of the Project are set out in the full proposal (the “Proposal”) made to the EPSRC by UCL, annexed hereto as Schedule B.
- D. The Parties now wish to define their rights and obligations for the successful carrying out of the Project.

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following words shall have the following meanings:

Background IP	Means all and any Intellectual Property that a Party ('Providing Party') makes available to another Party in order to carry out the Project where such Intellectual Property is controlled or owned by the Providing Party and is: (a) generated prior to the Effective Date; and/or (b) generated by or for the Providing Party on or after the Effective Date and independently of the Project.
Director	Means Professor Rachel McKendry.
Confidential Information	Means: (i) a Party's Background IP; (ii) a Party's Foreground IP; and (iii) all information (including, but not limited to, improvements, inventions, developments, techniques, processes, methods, plans, drawings, designs, specifications, procedures, computer software, data, results, trade secrets and know-how) that are disclosed by one Party to another for use in or in connection with the Project.
Effective Date	Means 1 st October, 2013.
External Advisors	Means members of the External Advisory Board, the Partnership Resource Fund Board and others, which are not otherwise employees of the Partner Institutions, and are providing advice on the strategic direction of the Project as a whole, or other in kind support to the Project under the conditions of the letter agreement in Schedule D.
Foreground IP	Means all and any Intellectual Property arising from, identified or developed in the course of the Project by any of the Parties.
Grant	Means the offer letter under which the Funder agreed to fund the Project, including any documents referred to therein and annexed hereto as Schedule C.
Intellectual Property (IP)	Means intellectual property rights of any description including but not limited to patents, copyrights, design rights (registered or unregistered), database rights, trademarks, know-how, results, inventions, software, information, rights in respect of Confidential Information and including, (where applicable) applications for, and the right to apply for, any of the foregoing in any part of the world.
Lead Party	Means UCL.
Management Committee	Means the group comprising of individuals nominated by each of the Parties, pursuant to Clause 3 of this Agreement, in order to supervise the carrying out Project. As at the Effective Date Management Committee Members are Professor Rachel McKendry (IRC Director), Professor Deenan Pillay (Partnership Resource Fund), Dr Tania Saxl (IRC Strategic Operations Director), Professor Rosanna Peeling (Flagship Project 1 Lead), Professor Ingemar Cox (Flagship Project 2 Lead), Professor Calum McNeil (Flagship Project 3 Lead), Professor Molly Stevens (Flagship Project 4 Lead), Professor Vince Emery (Exploratory Projects), Professor Anne Johnson (disease surveillance) and Professor Mike Catchpole (PHE).
Partner Institution	Means any person that enters into a contract with the Parties under which it agrees to perform all or any part of the Project; and 'Partner

Institutions' shall mean all such persons.

Depending on their role in the Project, each Partner Institution shall enter into appropriate sub-contract ("Sub-Contract") with a Party or into Accession Agreement ("Accession Agreement") with the Parties to this Agreement..

**Strategic
Operations
Director**

Means the individual appointed by the Director to coordinate the development of the Project and this Agreement.

**Project
Management
Structure**

Means the managing structure pursuant to Schedule A of this Agreement, established to oversee and advise the carrying out of the Project.

Work

Means the parts of the Project to be carried out by the Parties and the Partner Institutions as set out in the Proposal and/ or the relevant Sub-Contract or Accession Agreement.

- 1.2 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and accordingly any reference to this Agreement includes the Schedules.
- 1.3 In the event of any conflict between the provisions of this Agreement and the provisions of the Grant then the provisions of this Agreement shall prevail as between the Parties but shall not affect any Party's (or "Parties") obligations towards the Funder under the Grant.

2 PURPOSE AND SCOPE

- 2.1 The provisions of this Agreement shall govern the rights and obligations of the Parties.
- 2.2 Each Party agrees to:
- (a) Carry out the Project in accordance with the provisions of this Agreement and the provisions of the Grant;
 - (b) Make its respective contributions (including, without limitation, the provision of human resources, materials, facilities and equipment) to the Project;
 - (c) Contribute to the management of the Project as detailed in Schedule A;
 - (d) Comply with its obligations under, and the conditions of the Grant;
 - (e) Use its reasonable endeavours to obtain all regulatory and ethical licences, consents and approvals necessary to allow it to make its contribution to the Project; and
 - (f) Ensure that its employees and students involved in the Project observe the conditions attaching to any regulatory and ethical licences, consents and approvals.
- 2.3 Each Party further agrees to take all reasonable steps and actions necessary to enable the Lead Party to comply with its obligations under the Grant.

3 PROJECT MANAGEMENT

- 3.1 The Project Management Structure will consist of the External Advisory Board, Management Committee, Strategic Operations Team, Flagship Teams, Partnership Resource Fund Board and Education Alliance. The roles and the composition of each of these bodies are outlined in Schedule A.
- 3.2 The Parties acknowledge that the support of the External Advisors is or shall be required in the performance of the Project. External Advisors will be required by the Lead Party to sign

the letter agreement as attached as Schedule D before they become involved in the Project.

- 3.3 External Advisors will join the Project with the agreement of the Management Committee. External Advisors shall be subject to Clause 3.2 and any other such conditions as the Management Committee may specify.

4 FINANCIAL MANAGEMENT

- 4.1 The Funder has undertaken to provide funding for the Project and the Lead Party shall act as recipient of the funding for the Parties. The Lead Party shall forward the payments allocated to the other Parties, in accordance with Schedule F of this Agreement, as amended and supplemented in accordance with the provisions of this Clause 4, subject always to receipt by Lead Party of the funds from the Funder.
- 4.2 The Parties shall invoice the Lead Party quarterly in arrears, providing a full breakdown of expenditure in accordance with the budget headings listed in Schedule F, stating the actual expenditure incurred (on a full economic costing basis and requesting 80% of the actual expenditure incurred or respectively, 50% or 100% for some equipment and/ or other exceptions).

Invoices should be sent to:

Research Finance Administrator
Research Services (Post-Award) | UCL Finance & Business Affairs
University College London | Gower Street | London | WC1E 6BT

Quoting Ref.: CWMF

- 4.3 The Lead Party shall pay the other Parties within 30 days of receipt of invoices, subject always to receipt of funds from the Funder. The final invoice should be sent within two months of the end of the Project to allow preparation of the final cost statement by the Lead Party. The final cost statement should include the breakdown of full FEC figures as well as the actual sums claimed.
- 4.4 The Parties agree that with a view to achieving higher flexibility in the Project management, payment allocations will be agreed initially as in Schedule F of this Agreement and subsequently updated in line with the decisions made by the Management Committee. The payment allocations will be based on information provided by each Party and derived from the Proposal, as subsequently amended or revised by the Director and approved by the Management Committee. The Exploratory Projects will be managed by the Management Committee and it will fund PDRA positions for up to one year and all related direct and indirect costs will be transferred to the Party appointing the PDRA. Condition for funding Exploratory Projects is that the projects must be new, interdisciplinary and to involve two or more Parties.
- 4.5 The allocation of funding to the Partner Institutions for the Project shall be specified in the Sub-Contract or the Accession Agreement and allocated under the respective Flagship Projects, Exploratory Projects and Partnership Resource Fund.
- 4.6 With respect to the disbursements for the budgets, each Partner Institution shall invoice the Party as provided for in the Sub-Contract or the Accession Agreement promptly at three-monthly intervals in arrears for the expenditure which it has incurred in undertaking the Work during the previous quarter, accompanied by a breakdown in accordance with the allocated budgets and the Funder's requirements.
- 4.7 The Parties undertake to pay all claims for expenditure which it receives from a Partner Institution within the approved budget within 30 days of receipt of invoices provided that

such claims comply with the requirements of the Sub-Contract or the Accession Agreement. The Parties shall not be responsible for payments to a Partner Institution in respect of any expenditure which becomes disallowed by the Funder, for whatsoever reason for any or all of the amounts being claimed by that Partner Institution. Any payments made by a Party to Partner Institution for the expenditure that becomes disallowed or reclaimed by the Funder will be returned to the respective paying Party immediately upon request.

- 4.8 In the event that the Funder requires reimbursement by the Lead Party of any sums paid under this Agreement, then to the extent that such requirement arises from the acts or omissions of a Party, that Party hereby agrees to reimburse the Lead University the reclaimed sum received by that Party together with any interest charged thereon.
- 4.9 The Parties acknowledge and agree that the Funder has the right to carry out regular reviews of the Project progress and has the right to vary the overall Project and related budgets. All and any budget variations will be considered by the Managing Committee and appropriate amendment to Schedule F will be made in accordance with Clause 12.3. It is a sole responsibility of each Party to manage the allocated funding to it prudently and to enter into appropriate employment agreements, Sub-contracts and such other arrangements, that will allow it to meet a potential cut or termination of support by the Funder, as provided for in GAC 05 of the Grant.

5 INTELLECTUAL PROPERTY

Background IP.

- 5.1 Nothing in this Agreement affects any ownership of any Background IP which one Party makes available to another Party under this Agreement.
- 5.2 Subject to any third party rights, each Party (the "Owning Party") hereby grants to each other Party and where necessary, with a right to sub-license to the relevant Partner Institution, a non-exclusive, non-transferable, irrevocable, royalty free licence under the Owning Party's Background IP to use the Owning Party's Background IP for the purpose of carrying out the Project and to the extent necessary to enjoy the benefits of the rights and license granted under 5.6 only.
- 5.3 Each Party shall treat the Owning Party's Background IP as Confidential Information belonging to the Owning Party but shall be permitted to disclose the same to those specific individuals employed by the Partner Institutions, requiring access to the same for the purposes of performance of the Project provided that such Partner Institutions are bound by conditions of confidentiality no less stringent than those included in this Agreement and either the terms of any such agreement permit the Owning Party to enforce such conditions of confidentiality or, if this is not done, the disclosing Party shall remain responsible and liable to the Owning Party for any failure by the Partner Institution to whom it discloses the Owning Party's Background IP to shall treat the Owning Party's Background IP as Confidential Information belonging to the Owning Party.
- 5.4 If any Party or Partner Institution (the "Exercising Party") requires the use of Background IP of any other Party (the "Other Party") in order to exercise its rights in Foreground IP (whether solely or jointly owned) then, provided the Other Party is free to license the Background IP in question, the Other Party will not unreasonably refuse to grant or delay granting a licence to the Exercising Party so that the Exercising Party may use such Background IP on fair and reasonable terms and conditions for the purpose of exercising its rights in Foreground IP.

Foreground IP

- 5.5 Foreground IP shall belong to the Party generating it and each Party shall be responsible for securing ownership of such Foreground IP from its employees, students and/or any sub-contractors.
- 5.6 Foreground IP which is generated by two or more Parties in the sense that each has made an inventive or intellectual contribution to it and the respective contributions are inseparable from each other, shall be jointly owned by the generating Parties (each a 'Joint Owner') in proportions relative to each Joint Owner's contribution. Each Joint Owner shall be entitled to use jointly-owned Foreground IP for its own internal, research and development or to develop or enhance facilities and services provided by the Parties, subject always to the provisions of Clause 9.
- 5.7 Each of the Parties shall notify the Strategic Operations Director promptly after identifying any Foreground IP of the Project and will supply the Strategic Operations Director with copies of that Foreground IP.
- 5.8 All jointly-owned Foreground IP will be reported to the Management Committee, who will, in consultation with the Joint Owners, review it and may make recommendations as to which Joint Owner is best suited to be the lead exploitation Party, the optimal strategy for commercialisation or whether the jointly-owned Foreground IP should be disseminated for public benefit. The Joint Owners will enter into an appropriate agreement in good faith which will set out, but not be limited to: who will apply for registration, how patent costs shall be shared, how revenues from exploitation shall be shared (including, without limitation, a royalty and/or other appropriate form of remuneration which is fair and reasonable) and the respective roles in relation to exploitation.
- 5.9 Each Party grants each other Party a non-exclusive, non-transferable, irrevocable, royalty free licence to use that Party's Foreground IP for non-commercial purposes of academic teaching, publication (subject to Clauses 6 and 9), internal research and development only.
- 5.10 There are no implied licences granted under this Agreement. Except for the licences expressly granted under this Clause 5, each Party reserves all its rights.
- 5.11 *Use of Names.* Other than as required by Clause 6.2, no Party shall use any other Party's name, crest, logo or registered image for any purpose without the express permission of that other Party.
- 5.12 The Party that contracts with each Partner Institution shall ensure that it secures for the benefit of each Party access and rights to that Partner Institution's Background IP and Foreground IP commensurate with those detailed above in this Clause 5 as if such Partner Institution were a Party to this Agreement.

6 PUBLICATION AND ANNOUNCEMENTS

- 6.1 It is the intention of the Parties that research undertaken under the Project shall be in pursuance of the advancement of education through teaching and research. There must therefore be some element of public benefit arising from the Project, and this is achieved primarily through the publication of the results in a timely manner. This is secured through the following sub-clauses:
- (a) All proposed publications arising from the work carried out under the Project (including, but not limited to, abstracts, scientific publications, patent applications, teaching material containing another Party's Confidential Information and non-confidential presentations, or a thesis), shall be submitted via email to the Management Committee for review at least twenty one (21) days before submission for publication or before presentation, as the case may be. If in the reasonable opinion of a member of the Management Committee a proposed publication contains Confidential Information, registerable IP or commercially sensitive subject matter which needs protection then the Management Committee may request that publication

may be delayed for a further period of thirty (30) days in order to allow for the removal of such Confidential Information, commercially sensitive information or an application for patent protection to be filed. If appropriate protection of Foreground IP would require a longer delay then the matter will be referred to the Management Committee for information. For the avoidance of doubt, any such submission to them may be made via email correspondence with the Management Committee members. In order to ensure rapid processing of large numbers of requests, a lack of response within the twenty one (21) day period shall be taken as assent.

- (b) Notwithstanding the provisions in Clause 6.1 (a), nothing contained in this Agreement shall prevent or delay the submission of a thesis to examiners in accordance with the regulations of the relevant academic institution subject to such examiners being bound by appropriate confidentiality obligations, nor to the placing of such thesis in the library of the appropriate academic institution, but on restricted access regime, if requested so by the Management Committee in writing.

- 6.2 The Parties shall ensure that all publications and other forms of media communication (including media appearances, press releases and conferences) arising in the course of the Project, will acknowledge the support received from the Funder and the other Parties.

7 ADDITION OF NEW PARTIES

- 7.1 New parties may join the Project with the unanimous agreement of all Parties and the Funder, subject to Clause 7.2.
- 7.2 New parties shall enter into an Accession Agreement with the Parties to this agreement based on the template annexed hereto as Schedule E (the "Accession Agreement") and shall be bound by the terms of this Agreement and such other conditions as the Management Committee may specify.

8 WITHDRAWALS

- 8.1 Each Party confirms that it is committed to participating fully in the Project and that it is not aware of any circumstances which are likely to prejudice its ability or willingness to do so. Notwithstanding the foregoing, a party (the "Withdrawing Party") may apply to withdraw from the Project upon written notice to the Management Committee (such notice to be no less than three (3) months). Any such withdrawal shall require the unanimous consent of the other Parties (such consent not to be unreasonably withheld) and shall be subject to such conditions as the other Parties may unanimously decide.
- 8.2 In the event of withdrawal of a Party the Management Committee will make all reasonable attempts to reallocate the obligations of the Withdrawing Party under this Agreement amongst the remaining Parties or to a third party acceptable to the remaining Parties and the Funder provided that such third party agrees to be bound by the terms of this Agreement in accordance with Clause 7.
- 8.3 The Withdrawing Party shall not be entitled to recover any of its costs incurred in connection with the Project after the date of withdrawal and shall comply with all conditions imposed pursuant to Clause 8.1 which shall include (without limitation):
 - (a) rights granted to the other Parties in respect of the Withdrawing Party's Background IP shall continue for the duration of the Project subject to the restrictions contained in this Agreement;
 - (b) to the extent that exploitation of any other Party's Foreground IP is dependent on the Withdrawing Party's Background IP, then the Withdrawing Party shall, subject to any

existing third party obligations, negotiate with such other Parties the terms of a non-exclusive licence to such Background IP on fair and reasonable terms;

- (c) the Withdrawing Party shall grant to the other Parties a non-exclusive, non-transferable, royalty-free licence to use the Withdrawing Party's Foreground IP for the purposes of carrying out the Project and in accordance with the licenses granted under clause 5. For the avoidance of doubt any exploitation of such Withdrawing Parties Foreground IP will be dealt with in accordance with Clause 5;
- (d) all rights acquired by the Withdrawing Party to the Background and Foreground IP of the other Parties shall cease immediately on its withdrawal other than in respect of the Withdrawing Party's interest in any jointly owned Intellectual Property.

8.4 In the event that a Principal or Co-Investigator (as defined in the Proposal) becomes unavailable for the performance of the Project, the relevant Party may nominate a suitable replacement subject to the Management Committee's consent, such consent not to be unreasonably withheld or delayed. In the event that a Party is unable to replace its Co-Investigator in accordance with the foregoing, the Party may apply to withdraw in accordance with this Clause 8, such application not to be unreasonably refused or delayed, or conditioned by the remaining Parties.

9 CONFIDENTIALITY

9.1 *Confidentiality obligations.* Each Party ('Receiving Party') undertakes:

- (a) to maintain as secret and confidential all Confidential Information obtained directly or indirectly from any other Party ('Disclosing Party') in the course of or in anticipation of this Agreement and to respect the Disclosing Party's rights therein;
- (b) to use such Confidential Information only as expressly permitted in this Agreement; and
- (c) to disclose such Confidential Information only to (i) other Parties; and/or (ii) those of its employees, students, contractors and advisers; to whom and to the extent that such disclosure is reasonably necessary for the purposes of this Agreement and who are informed of the confidential nature of such information and bound by confidentiality obligations no less onerous than those contained herein.

9.2 *Exceptions to obligations.* The provisions of Clause 9.1 shall not apply to Confidential Information which the Receiving Party can demonstrate by reasonable, written evidence:

- (a) was, prior to its receipt by the Receiving Party from the Disclosing Party, in the possession of the Receiving Party and at its free disposal;
- (b) is disclosed to the Receiving Party by a third party who, to the Receiving Party's knowledge, did not obtain such Confidential Information, directly or indirectly, from the Disclosing Party;
- (c) is or becomes generally available to the public through no act or default of the Receiving Party or its agents or employees;
- (d) has been independently developed or conceived by the Receiving Party by persons who have not had access to the Confidential Information;
- (e) that and only to the extent that, the Receiving Party is required to disclose under applicable law, including without limitation, disclosure to the courts of any competent jurisdiction, disclosure to any government regulatory agency or financial authority and/or disclosure under the Freedom of Information Act 2000 or the Freedom of Information (Scotland) Act 2002, as applicable, provided that the Receiving Party shall (i) inform the Disclosing Party of such request as soon as is reasonably practicable, and (ii) at the Disclosing Party's request seek to have the information treated in a confidential manner, where this is possible in accordance with the applicable law or court order.

- 9.3 Notwithstanding the provisions of this Clause 9, a Party will not be in breach of this Agreement if it discloses Confidential Information belonging to a Disclosing Party to the technology transfer company acting on its behalf, provided that such technology transfer company is bound to treat the same as Confidential Information belonging to the Disclosing Party and the Receiving Party shall be responsible and liable to the Disclosing Party for any failure by such technology transfer party to comply with the terms of this Agreement in respect of such Confidential Information.
- 9.4 Duration of Obligations. The obligations of confidentiality under this Clause 9 shall continue for the duration of this Agreement and for a period of five (5) years after the termination of this Agreement, howsoever caused.

10 TERM & TERMINATION

- 10.1 This Agreement shall commence on the Effective Date and, unless terminated in accordance with the provisions of this Agreement, shall continue in full force and effect until the later of (i) five (5) years after the Effective Date, or (ii) until the end date of the latest starting Work is approved by the Funder. If this Agreement is entered into after the Effective Date, it will apply retrospectively to Work carried out in relation to the Project on or after the Effective Date.
- 10.2 Without prejudice to any other right or remedy (including any right to claim damages) that a Party may have, this Agreement or, in the case of Clause 10.2(b) but subject always to the provisions of Clause 10.3, the relevant Party's participation may be terminated:
- (a) immediately by the Lead Party in the event that the Grant is terminated provided that the Lead Party shall promptly transfer all and any payments that are received by the Lead Party from the Funder which relate to specific reasonable existing commitments incurred by a Party in reliance on the continuation of this Agreement. In the event of such termination, the Parties shall immediately use all reasonable efforts to reduce their costs; or
 - (b) if any Party (i) becomes insolvent or unable to pay its debts as and when they become due, (ii) an order is made or a resolution is passed for the winding up or dissolution of that Party (other than voluntarily for the purpose of solvent amalgamation or reconstruction), (iii) a liquidator, administrator, administrative receiver, receiver or trustee is appointed in respect of the whole or any part of the Party's assets or business, (iv) the Party makes any composition with its creditors, (v) the Party ceases to continue its business, or (vi) as a result of debt and/or maladministration the Party takes or suffers any similar or analogous action.
- 10.3 In the event that any Party shall commit any breach of or default in any terms or conditions of this Agreement, the Management Committee may decide by unanimous vote of the non-defaulting Parties to serve written notice of such breach or default on the defaulting Party and in the event that such Party fails to remedy such default or breach within sixty (60) days after receipt of such written notice any of the Parties may, at their option and in addition to any other remedies which they may have at law or equity, remove the defaulting Party and continue with the Agreement or terminate this Agreement by sending notice of termination in writing to the other Parties to such effect. Any removal of the defaulting Party shall be effective as of the date of the receipt of such notice whereupon the provisions of Clause 8.3 shall apply to the defaulting Party.
- 10.4 In the event that it is agreed by all the Parties that there are no longer valid reasons for continuing with the Project the Management Committee may decide by unanimous vote and after consultation with the Funder to terminate this Agreement by sending notice of termination in writing to all the Parties to that effect.

- 10.5 Termination of this Agreement under this or any other Clause shall not affect the continuance of any Clauses which are stated, or by their nature are intended, to continue after termination, including without limitation, Clauses 5, 6, 9, this 10.5 and 11, nor shall it affect any existing obligation(s), liabilities or rights already incurred or acquired by a Party.

11 LIMITATION OF LIABILITY

11.1 *Liability.*

- (a) SUBJECT TO THE PROVISIONS OF CLAUSE 11.1(C), THE TOTAL AGGREGATE LIABILITY OF EACH PARTY TO ANOTHER PARTY FOR ALL AND ANY BREACHES OF THIS AGREEMENT, ANY TORT (INCLUDING NEGLIGENCE) OR ARISING IN ANY OTHER WAY OUT OF THE SUBJECT MATTER OF THIS AGREEMENT OR THE PROJECT, WILL NOT EXCEED THE FINANCIAL CONTRIBUTION RECEIVED IN RESPECT OF THE PROJECT BY THAT PARTY.
- (b) IN NO CIRCUMSTANCES SHALL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR ANY LOSS, DAMAGE, COST OR EXPENSE OF ANY NATURE WHATSOEVER INCURRED OR SUFFERED BY THE THAT PARTY THAT IS (I) OF AN INDIRECT, SPECIAL OR CONSEQUENTIAL NATURE OR (II) ANY LOSS OF PROFITS, REVENUE, BUSINESS OPPORTUNITY OR GOODWILL.
- (c) Nothing in this Agreement limits or excludes either Party's liability for:
 - (i) death or personal injury caused by negligence; or
 - (ii) any fraud or for any sort of liability that, by law, cannot be limited or excluded.

and Clause 11.1 (a) and (b) shall not apply in respect of any deliberate or wilful breach of this Agreement, any act of fraud or any breach of Clause 9.

- 11.2 None of the Parties makes any representation or gives any warranty to any of the others that any advice or information given by it or any of its employees or students who work on the Project, or the content or use of any the Foreground IP, Background IP or materials, works or information provided in connection with the Project:

- (a) will not constitute or result in any infringement of third-party rights.
- (b) will be fit for any particular purpose.

- 11.3 No Party accepts any responsibility for any use which may be made of any work carried out under or pursuant to this Agreement, or of the Background IP or Foreground IP of the Project, nor for any reliance which may be placed on such work or Foreground IP, nor for advice or information given in connection with them. Each Party utilising such Background IP, Foreground IP, or any materials, information, apparatus, method or process obtained in connection with the Project shall be fully responsible and liable for any subsequent loss, costs, claims and/or demands arising from its own use.

12 MISCELLANEOUS

- 12.1 *Force majeure.* No Party shall have any liability or be deemed to be in breach of this Agreement for any delays or failures in performance of its obligations under this Agreement that result from circumstances beyond the reasonable control of that Party, including without limitation labour disputes involving that Party. The Party affected by such circumstances shall promptly notify the other Parties in writing when such circumstances cause a delay or failure in performance and when they cease to do so.

- 12.2 *Entire Agreement.* This Agreement (together with its Schedules and any other document expressly stated in this Agreement to form part of this Agreement) contains the entire agreement between the Parties and supersedes all prior agreements between them relating to the Project. Subject to clause 1.3, each Party acknowledges that it is not relying

on any representation, agreement, term or condition which is not set out in this Agreement, provided that nothing in this Agreement excludes liability for fraud.

- 12.3 *Amendments.* No variation or amendment of this Agreement will be effective unless it is made in writing and signed by each Party's authorised representative.
- 12.4 *No Partnership.* Nothing in this Agreement shall create or be deemed to create a partnership or to have created the relationship of principal and agent, a membership or any other legal entity between the Parties, other than as specifically set out herein.
- 12.5 *Non-assignment.* No Party shall assign, sub-contract, mortgage, charge or otherwise transfer this Agreement, nor any of its rights or obligations under this Agreement, without the prior written consent of the other Parties.
- 12.6 *Rights of Third Parties.* The Parties confirm that nothing in this Agreement shall confer or purport to confer on any third party any benefit or any right to enforce any term of this Agreement for the purposes of Contracts (Rights of Third Parties) Act 1999.
- 12.7 *Notices.*
- (a) Any legal notice to be given under this Agreement shall be in writing and shall be sent by first class mail to the address of the relevant Party set out below, or such other address as that Party may from time to time notify to the other Party in accordance with this Clause 9.6.

UCL

For the attention of:

Assistant Director (Pre-Award)
University College London
Research Services
Finance Division
Gower Street
London WC1E 6BT

Imperial

For the attention of:

Senior Research Contracts Manager
Imperial College London
Level 2, Faculty Building
Exhibition Road
South Kensington
London SW7 2AZ

Newcastle

For the attention of:

Helen Gallon
Grants & Contracts Manager
Joint Research Office, Research and
Business Services
Newcastle University
Level 6, Leazes Wing
Royal Victoria Infirmary
Queen Victoria Road
Newcastle upon Tyne, NE1 4LP

LSHTM

For the attention of:

Chris Andrews
Research Operations Manager
Research Operations Office
London School of Hygiene and Tropical
Medicine
Keppel Street
London, WC1E 7HT

Surrey

For the Attention of:

Director, Enterprise and Growth
Research and Enterprise Support
University of Surrey
Senate House
Guildford
GU2 7XH

Public Health England

For the Attention of:

Kevin Dyer
Senior Business Development Manager
Public Health England
Wellington House, 133-155 Waterloo Road
London
SE1 8UG

- (b) Notices sent as above shall be deemed to have been received three working days after the day of posting.

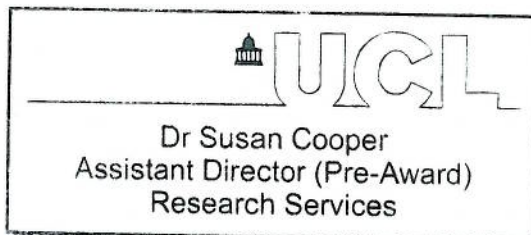
- 12.8 *Waiver.* No failure or delay on the part of any Party to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy.
- 12.9 *Further action.* Each Party agrees to execute, acknowledge and deliver such further instruments, and do all further similar acts, as may be necessary or appropriate to carry out the purposes and intent of this Agreement.
- 12.10 *Law and Jurisdiction.* The validity, construction and performance of this Agreement (including non-contractual disputes or claims) shall be governed by English and Welsh law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties hereby submit except that a Party may apply for an interim injunction to any court of competent jurisdiction.
- 12.11 *Escalation.* In the event of any dispute, controversy or claim arising under, out of or relating to this Agreement, the Parties involved will endeavour to settle such matters amicably through the Management Committee. Any dispute not capable of resolution by the Management Committee shall in the first instance be escalated to a senior manager from each of the Parties in dispute for those persons to endeavour to settle such matters amicably. Thereafter, if needs be, any outstanding dispute shall be settled as far as possible by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. No Party may commence any court proceedings/arbitration in relation to any dispute arising out of this Agreement until they have attempted to settle it by mediation, but any such mediation may be terminated by any of the Parties in dispute at any time of such Party wishing to commence court proceedings. Notwithstanding the foregoing, nothing in this Agreement shall preclude a Party from applying to a court or commencing proceedings to seek equitable relief, including seeking a temporary or permanent injunction.
- 12.12 *Interpretation.* In this Agreement, unless otherwise expressly provided or unless the context otherwise requires:-
- (a) References to the singular include the plural and vice versa.
 - (b) References to words denoting any gender shall include all genders.
 - (c) References to persons include companies, partnerships, government departments and agencies and all other forms of body corporate or unincorporated.
 - (d) References to Clauses and Schedules are to Clauses of, and Schedules to, this Agreement.

- (e) The headings of this Agreement are for ease of reference only and are not part of this Agreement for the purposes of construction.
 - (f) Any undertaking by a Party not to do an act or thing shall be deemed to include an undertaking not to permit or suffer such act or thing to be done by another person.
 - (g) References to the Parties include their respective successors in title, permitted assigns and legal personal representatives.
- 12.13 This Agreement may be executed in one or more counterparts, each signed by one or more of the Parties; each counterpart shall be an original and together the counterparts shall constitute one agreement. No counterpart will be effective until each Party has executed at least one counterpart.

[Signatures on next page]

Signed for and on behalf of
University College London

Signed
Date
Name
Position



Signed for and on behalf of
Imperial College of Science, Technology and Medicine

Signed
Date
Name
Position

Signed for and on behalf of
Newcastle University

Signed
Date
Name
Position

Signed for and on behalf of
LSHTM

Signed
Date
Name
Position

Signed for and on behalf of
University of Surrey

Signed
Date
Name
Position

Signed for and on behalf of
Public Health England

Signed
Date
Name
Position

Signed for and on behalf of
University College London

Signed
Date
Name
Position

Signed for and on behalf of
Imperial College of Science, Technology and Medicine

Signed
Date
Name
Position

(Signature)
26 SEPTEMBER 2013
CHRISTIAN WRIGHT
SENIOR CONTRACTS MANAGER

Signed for and on behalf of
Newcastle University

Signed
Date
Name
Position

Signed for and on behalf of
LSHTM

Signed
Date
Name
Position

Signed for and on behalf of
University of Surrey

Signed
Date
Name
Position

Signed for and on behalf of
Public Health England

Signed
Date
Name
Position

University College London

Signature.....

Imperial College of Science, Technology and Medicine

Signature.....

Newcastle University

Signature..... 

London School of Hygiene and Tropical Medicine

Signature.....

University of Surrey

Signature:.....

Public Health England

Signature:.....

Signed for and on behalf of
University College London

Signed
Date
Name
Position

Signed for and on behalf of
Imperial College of Science, Technology and Medicine

Signed
Date
Name
Position

Signed for and on behalf of
Newcastle University

Signed
Date
Name
Position

Signed for and on behalf of
LSHTM

Signed *CSM Andrews*
Date *26/09/13*
Name *CHRIS ANDREWS*
Position *Research Operations Manager ITD*

LONDON
SCHOOL of
HYGIENE
& TROPICAL
MEDICINE



Signed for and on behalf of
University of Surrey

Signed
Date
Name
Position

Signed for and on behalf of
Public Health England

Signed
Date
Name
Position

Signed for and on behalf of
University College London

Signed
Date
Name
Position

Signed for and on behalf of
Imperial College of Science, Technology and Medicine

Signed
Date
Name
Position

Signed for and on behalf of
Newcastle University

Signed
Date
Name
Position

Signed for and on behalf of
LSHTM

Signed
Date
Name
Position

Signed for and on behalf of
University of Surrey

Signed
Date
Name
Position

Elizabeth Bailey
26/09/2013
Support
Head of Legal Contracts
Research and Enterprise
Elizabeth Bailey

Elizabeth Bailey
Head of Legal Contracts
Research and Enterprise
Support

Signed for and on behalf of
Public Health England

Signed
Date
Name
Position

Signed for and on behalf of
University College London

Signed
Date
Name
Position

Signed for and on behalf of
Imperial College of Science, Technology and Medicine

Signed
Date
Name
Position

Signed for and on behalf of
Newcastle University

Signed
Date
Name
Position


Signed for and on behalf of
LSHTM

Signed
Date
Name
Position

Signed for and on behalf of
University of Surrey

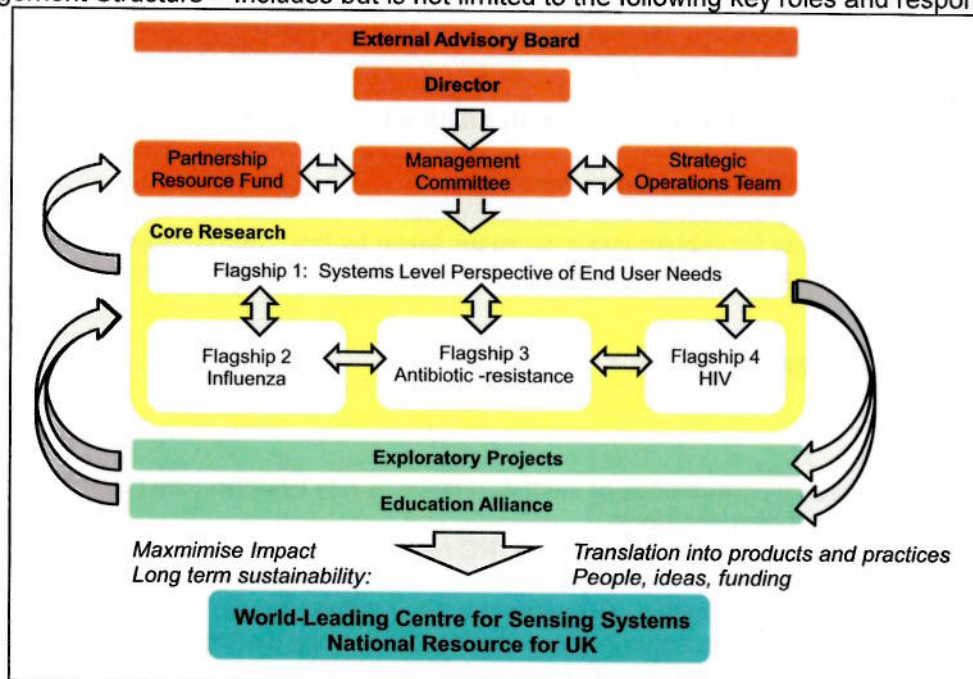
Signed
Date
Name
Position

Signed for and on behalf of
Public Health England

Signed : 
Date : 26.09.2013
Name : Mike Catchpole
Position : Director, Centre for Infectious
Disease Surveillance and Control

Schedule A

Management Structure – Includes but is not limited to the following key roles and responsibilities



1. EXTERNAL ADVISORY BOARD

The Management Committee will appoint the External Advisory Board and a Chairman will be appointed on rotating basis.

Quorum

The quorum for a meeting of the External Advisory Board shall be not less than 50% of the appointed board members (or their proxies)

Role

- To support the sustainability, growth and development of the IRC by:
- Sharing knowledge of end user needs;
- Advising on funding strategies;
- Assisting in developing strategic academic and industrial partnerships;
- Supporting exploitation of technology arising from the IRC - this may include attending an - exploitation Meeting and to advise on exploitation strategy for technology arising from the IRC;
- To give broader advice on end-user needs, exploitation and long term sustainability of the IRC.

Meeting frequency

The External Advisory Board will meet every 6 months at venues to be agreed or at any time when reasonably considered necessary at the request of any of the Parties. Meetings shall be convened with at least twenty-one (21) days' prior written notice, which notice shall include an agenda.

The Strategic Operations Director will compile progress reports as required by the External Advisory Board and the Funder and a draft of each report will be circulated to each member of the External Advisory Board along with the written notice for the relevant meeting.

Meetings may also occur by telephone conference, no more than once a year.

The External Advisory Board will produce a report, drafted by the Chairman and transmitted to the parties, without delay, and in any event within 15 days of the meeting. This report will respond to the meeting agenda points, make strategic recommendations to the IRC, and detail ways in which the Board can support the growth and development of the IRC.

Role of the Strategic Operations Director with relation to the External Advisory Board

- To attend External Advisory Board meetings;
- To be the primary contact for and with the Funder;
- To be responsible for implementing decisions taken by the External Advisory Board;
- To monitor the progress of the Project with respect to milestones and deliverables.

2. MANAGEMENT COMMITTEE

Role

- To ensure overall performance of the IRC relative to Key Performance Indicators;
- To make IRC funding decisions;
- To disseminate and exploit outcomes of IRC research

The Management Committee will ensure the IRC portfolio has an appropriate research balance and re-allocate budgets accordingly, and will provide strategic advice to the EPSRC and government on the national research landscape and clinical needs.

Flagship teams and the Strategic Operations Director will meet on a monthly basis.

The Strategic Operations Director will be responsible for engaging with Partner Institutions and maximising the impact of the research. It will be the ultimate responsibility of the Director to meet milestones, deliver outcomes to budget and to ensure compliance with Lead Party and EPSRC requirements in terms of governance and academic practice.

Annual IRC reviews will examine achievements, the project portfolio, future academic direction, levels of user involvement, management and governance of the IRC. The second year critical review will be a major milestone, ahead of the EPSRC review. Scrutiny will include benchmarking to internationally leading research with external peer review.

Core Research

- To direct Core Research, including that of the Flagship Projects;
- To regularly review Gantt charts and progress of Core Research;
- To ensure achievement of associated milestones and deliverables;
- To generate and update a Publications and IP log.

Exploratory Projects – headed by the ‘Exploratory Projects Lead’

- To write calls for Exploratory Projects;
- To review Exploratory Project applications;
- To review Exploratory Projects over time;
- To make Exploratory Project funding decisions;
- To oversee Partnership Resource Funds and Education Alliance.

Meeting frequency

The Management Committee will meet every two months to review the Project budget, ensure milestones are met and deliverables achieved.

3. STRATEGIC OPERATIONS TEAM

Strategic Operations team is currently composed of the Strategic Operations Director (Dr Tania Saxl) and Administration/communications coordinator.

Role

- To assist with IRC strategy and direction;
- To administer the IRC, including managing finance;
- To provide administrative support for Director and Management Committee;
- To provide overall project management;
- To work with the Management Committee to disseminate and exploit outcomes of research, including generating professional publications, organising workshops, networking events and managing the IRC website;
- To assist in the formation of industrial and strategic partnerships;
- To assist with translational strategy, obtaining follow-on funding, filing of patents, management of IP and enterprise activities;
- To be accountable to the External Advisory Board for the day-to-day management of the IRC;
- To provide bimonthly reports to Management Committee.

4. FLAGSHIP TEAMS

Role

- To generate quarterly technical objectives;
- To ensure achievement of milestones and deliverables by reviewing quarterly technical objectives;
- To generate quarterly written and oral Flagship reports.

Meeting frequency

Each Flagship team will meet once a month, most likely in the presence of the Strategic Operations Director (this can be remotely over Skype or conference call). Postdocs and students associated with the IRC will report at each meeting. The frequency of Flagship meetings will be reviewed by the Flagship leads and Management Committee but should not occur less frequently than quarterly. The Strategic Operations Director will take minutes. Quarterly and mid-term review reports will be generated by the Flagship Lead working with the Strategic Operations Director. These will be used for discussion in the Management Committee meetings, the External Advisory Board meetings and at the mid-term Review.

Groups within each Flagship:

Role

- To generate and review technical objectives;
- To generate brief monthly reports for discussion at the monthly Flagship meetings, and more detailed, written quarterly reports. The Strategic Operations Director will supply templates for these reports.

5. PARTNERSHIP RESOURCE FUND BOARD

Role

- To plan workshops and events involving external partners;
- To oversee communications strategy, including the website;
- To manage flexible budget that delivers the aims of the IRC – supporting visiting researchers, match funding for studentships.

Meeting frequency

The Partnership Resource Fund Board will meet every quarter. A quarterly report will be produced by the Chair, as a result of each meeting, and within 15 days of the meeting.

The Partnership Resource Fund reports to the Management Committee.

6. EDUCATION ALLIANCE**Role**

- To generate new teaching materials;
- To develop and host training activities;
- To deliver an annual student workshop.

The Education Alliance reports to the Management Committee.

Meeting frequency

The Education Alliance will meet quarterly. The Chair will produce a report annually for the Management Committee and for the External Advisory Board.

Schedule B

The Proposal

Schedule C

The Grant

Schedule D

Schedule 5: LETTER AGREEMENT

(once each agreement is signed and approved copies will be sent to each Party)

Agreement will be sent to each External Advisor:

[INSERT ADDRESS]

Head of Research Contracts
University College London
Research Services
Finance and Business Affairs
Gower Street
London WC1E 6BT

[DATE xxx]

Email: d.solanke@ucl.ac.uk

Reference number: EP/K031953/1

Dear xx xxx,

“EPSRC IRC in Early-Warning Sensing Systems for Infectious Diseases” (the “Project”)

I am writing in connection with [External Advisory Board member] support for the above Project. I understand that [insert name of individual] of [External Advisory Board member] has agreed to collaborate by attending External Advisory Board meetings.

A Collaboration Agreement is in place among University College London, Imperial College of Science, Technology and Medicine, Newcastle University, University of Surrey, the LSHTM and Public Health England hereinafter known collectively as “the Collaborators”. The Collaboration Agreement, inter alia, sets out how the Collaborators will deal with confidentiality, Intellectual Property and publications.

The Collaborators are required to manage the grant received from the EPSRC in accordance with the EPSRC’s standard terms and conditions, a copy of which could be found at <http://www.rcuk.ac.uk/documents/documents/tcfec.pdf>.

In supplementation to these standard conditions, I would also draw your attention to the following information.

An External Advisory Board has been convened for the Project and [External Advisory Board member] will participate in the External Advisory Board. The activities of the External Advisory Board will be covered in the attached to this letter Appendix 1 and the confidentiality agreement set out at Appendix 2.

For the avoidance of doubt, the Collaborators reserve the right to publish material in any form which is based on results arising from the Project, at any time, and confirms that it will acknowledge, as appropriate, the support from [External Advisory Board member] in such publications, unless specifically requested to the contrary.

For the avoidance of doubt all rights in any Intellectual Property existing prior to commencement of the Project and provided for the performance of the Project shall continue to reside with the

Party introducing the same. All rights to Intellectual Property generated in the performance of the Project shall belong to the Collaborators in accordance with the terms of the Collaboration Agreement. Intellectual Property for the purpose of this Agreement shall mean intellectual property rights of any description including but not limited to patents, copyrights, design rights (registered or unregistered), database rights, trademarks, know-how, results, inventions, software, information, rights in respect of Confidential Information and including, (where applicable) applications for, and the right to apply for, any of the foregoing.

[External Advisory Board *member*] will not disclose any information or material arising from the Project to any third party without the written approval of Strategic Operations Director on behalf of the Management Committee.

I should be grateful if you could confirm your willingness to support this Project under these terms by signing both copies of this letter below and seven (7) copies of the Confidentiality Agreement at Appendix 2 retaining one copy of this letter (including Appendix 1) and returning all copies of the Confidentiality Agreement (Appendix 2) to me at the above address for counter-signature by all the Collaborators. On completion, one fully signed confidentiality agreement will be sent to you for your records.

Yours sincerely

Diran Solanke
Head of Research Services

.....

Signed for and on behalf of **[External Advisor]**

Signed:

Name:

Position:

Date:

Appendix 1:

EXTERNAL ADVISORY BOARD

The Director will appoint the External Advisory Board with the assistance of the Management Committee.

Quorum

The quorum for a meeting of the External Advisory Board shall be not less than 50% of its members (or their proxies)

Role

To support the sustainability, growth and development of the IRC by doing the following:

- Sharing of knowledge of end user needs;
- Advising on funding strategies;
- Assisting in developing strategic academic and industrial partnerships;
- Supporting exploitation of technology arising from the IRC - this may include attending an Exploitation Meeting from time to time (after the first year, e.g. once a year) to advise on exploitation strategy for technology arising from the IRC;
- To give broader advice on end-user needs, exploitation and long-term sustainability of IRC.

Meeting frequency

The External Advisory Board will meet every 6 months at venues to be agreed or at any time when reasonably considered necessary at the request of any of the Collaborators. Meetings shall be convened with at least twenty-one (21) days' prior written notice, which notice shall include an agenda.

The Strategic Operations Director will prepare progress reports as required by the External Advisory Board and the Funder and a draft of each report will be circulated to each member of the External Advisory Board along with the written notice for the relevant meeting.

Meetings may also occur by telephone conference, no more than once a year.

The External Advisory Board will produce a report, drafted by the Chairman and transmitted to the parties, without delay, and in any event within 15 days of the meeting. This report will respond to the meeting agenda points, make strategic recommendations to the IRC, and detail ways in which the Board can support the growth and development of the IRC.

Role of the Strategic Operations Director with relation to the External Advisory Board

- To attend External Advisory Board meetings;
- To be the primary contact for and with the Funder;
- To be responsible for implementing decisions taken by the External Advisory Board;
- To monitor the progress of the Project with respect to milestones and deliverables.

Appendix 2:
CONFIDENTIALITY AGREEMENT

This Agreement dated.....2013 between:

(1) **University College London** whose administrative offices are at Gower Street, London, WC1E 6BT (hereinafter "UCL" or "Lead Party");

(2) **Imperial College of Science, Technology and Medicine**, whose administrative offices are at South Kensington Campus, London SW7 2AZ ("Imperial");

(3) **Newcastle University**, an unincorporated charitable organisation established under the Universities of Durham and Newcastle upon Tyne Act 1963, a Statute of England, whose address is King's Gate, Newcastle upon Tyne, NE1 7RU ("Newcastle");

(4) **London School of Hygiene and Tropical Medicine** whose administrative offices are at Keppel Street, London WC1E 7HT, UK ("LSHTM");

(5) **University of Surrey** whose administrative offices are at Senate House, 14 SE 03, Guilford, Surrey GU2 7XH ("Surrey"); and

(6) **Public Health England**, an executive agency of the Department of Health, with headquarters at Wellington House, 133-155 Waterloo Road, London SE1 8UG ("PHE")

Hereinafter collectively "the Collaborators"

and

[EXTERNAL ADVISORY BOARD MEMBER's EMPLOYER], whose administrative address is at

each a "Party" and collectively "the Parties"

WHEREAS: The Collaborators and [INSERT] desire to enter into discussions, evaluations and reviews to explore subjects of mutual interest relating to the EPSRC Grant supporting the IRC in Early-Warning Sensing Systems for Infectious Diseases (hereinafter called the "the Project")

and

WHEREAS: The Parties each possess valuable information, technical knowledge, know-how, experience, data and business background of a secret and confidential nature relating to the Project, ("**Information**") all of which are regarded by them as commercial assets of considerable value

and

WHEREAS: Each Party desires to protect its respective Information from unauthorised use or disclosure

NOW, in consideration of such disclosure to each other, **IT IS AGREED** by and between the Parties hereto as follows:

1. The receiving Party undertakes to treat as strictly confidential and not to divulge to any other party, in whole or in part, any of the Information disclosed under this Agreement and not to make use of any such Information without the disclosing Party's prior written consent. The receiving Party also agrees not to reverse engineer or otherwise analyse any of the materials provided under this Agreement. The receiving Party further agrees not to

reproduce any Information disclosed to it by the other Party except for the purposes set forth in the premises above and shall limit disclosure of Information to those persons employed or otherwise under contract with the receiving party who have a legitimate need to know such Information for the Purpose set forth herein.

2. The above undertaking shall come into effect on the date of this Agreement for a period of ten (10) years but shall not apply to:
 - a) Information, which at the time of disclosure is published or otherwise generally available to the public.
 - b) Information which after disclosure by the disclosing party is published or becomes generally available to the public, otherwise than through any act or omission on the part of the receiving party.
 - c) Information, which the receiving party can show, within twenty eight (28) days, was in its possession at the time of disclosure and which was not acquired directly from the disclosing party.
 - d) Information rightfully acquired from others who did not obtain it under the pledge of secrecy to the disclosing party.
 - e) Information which was subsequently and independently developed by such of the receiving party's employees, or employees of any of its affiliates, who had no knowledge of the Information disclosed.
 - f) Is specifically ordered to be disclosed pursuant to an order of a court of competent jurisdiction.
3. No Party makes any representation or warranty as to the accuracy or completeness of the Information disclosed or as to any sample, material, item etc. embodying the Information.
4. Nothing in this Agreement shall be understood as granting, expressly or by implication, any rights under any patents, technical or other information or know-how of the disclosing Party except to the extent expressly set forth herein, nor as giving rise to any obligation on the part of any Party, hereto to supply or purchase any materials, compositions or products.
5. The terms of this Agreement shall be deemed to apply also to the servants or agents of the receiving Party. The receiving Party shall take all reasonable steps to ensure that their said servants or agents observe the foregoing obligations.
6. This Agreement shall be deemed to be an agreement made in England and subject to English law.
7. Nothing in this Agreement shall obligate either Party to enter into any further agreement relating to this matter.

If you agree to the above, would you please so indicate by signing and dating all five copies of this Agreement and returning them to the University College London.

EXTERNAL ADVISORY BOARD MEMBER's EMPLOYER

Signature:.....

University College London

Signature.....

Imperial College of Science, Technology and Medicine

Signature.....

Newcastle University

Signature.....

London School of Hygiene and Tropical Medicine

Signature.....

University of Surrey

Signature:.....

Public Health England

Signature:.....

Schedule E
Accession Agreement

Schedule F
Financial Management

Schedule F

Financial Management (all costs in GBP)

TASK NAME	TASK DESCRIPTION	PHE (100% Indexed)	SURREY (80% Indexed)	IMPERIAL (80% Indexed)	LSHTM (80% Indexed)	NEWCASTLE (80% Indexed)
Equipment	Equipment	0.00	0.00	53,750.00	0.00	0.00
Other Costs	Directly Incurred - Other Costs	172,052.96	0.00	326,309.71	0.00	328,680.09
Travel & Subsistence	Directly Incurred - Travel and Subsistence	0.00	0.00	12,294.76	6,328.52	46,207.82
Academic Salaries	Directly Incurred - Academic Salaries	0.00	0.00	381,833.49	62,559.65	347,338.57
Clinical Academic	Directly Incurred - Clinical Academic Salaries	0.00	0.00	0.00	0.00	26,149.60
Technical Salaries	Directly Incurred - Technical Salaries	0.00	0.00	0.00	0.00	196,155.27
Investigators	Directly Allocated - Investigators	0.00	0.00	11,581.58	42,342.47	195,054.96
Estates Costs	Directly Allocated - Estate Costs	0.00	4,522.01	130,127.43	8,011.27	100,213.81
Infrastructure Technicians	Directly Allocated - Infrastructure Technicians	0.00	0.00	9,667.90	0.00	18,390.71
Other Costs	Directly Allocated - Other Costs	0.00	0.00	17,469.39	0.00	0.00
Indirect Costs	Indirect Costs	0.00	8,447.64	288,513.26	63,437.86	315,272.86
	TOTAL	172,052.96	12,969.65	1,231,547.52	182,679.77	1,573,463.69

Schedule E

Accession Agreement

[Model]

In connection with a collaboration agreement (the "Collaboration Agreement") dated _____ among University College London, Imperial College of Science, Technology and Medicine, Newcastle University LSHTM, University of Surrey and Public Health England (hereinafter the "Lead Parties") in respect of a project entitled: "EPSRC IRC in Early-Warning Sensing Systems for Infectious Diseases" (the "Project"):

With the agreement of the Funder and in accordance with the Collaboration Agreement, the Parties to the Collaboration Agreement hereby agree for the University of XXX ("XXX"), of _____, to enter into the Collaboration Agreement with effect from _____ (the "Effective Accession Date") in accordance with the following provisions:

1. The aforesaid Lead Parties and XXX are hereinafter referred to individually as "Party" and collectively as "the Parties"
2. Any term which is not expressly defined herein shall be interpreted in accordance with the Collaboration Agreement which is attached to this Accession Agreement as Schedule 1 and represents integral part of it.
3. XXX agrees to undertake that portion of the Project attributable to it as described in Schedule 2 to this Agreement.
4. XXX shall be entitled to payment of such amounts as described in Schedule 3.]
5. XXX shall contribute to the Project such amounts as described in Schedule 3.]
6. XXX shall comply with all its obligations, and have the right to exercise all its rights, associated with being a Party to the Collaboration Agreement, unless specified otherwise in this Accession Agreement.
7. For the avoidance of doubt, any Foreground IP generated by the Parties to the Collaboration Agreement prior to the Effective Accession Date, shall in relation to XXX be deemed to constitute Background IP.
8. [Other T&C]
9. Notices to XXX shall be sent to the following address:

_____ (contact person and fax No)

Subject to Variation

12. This Accession Agreement can be executed in counterparts, each of which will be deemed an original but all of which will constitute the same instrument and be attached to the Collaboration Agreement.

Agreed for and on behalf of **XXX**

Signature:

Name:

Position:

Date:

Agreed for and on behalf of **University College London**

Signature:

Name:

Position:

Date:

Agreed for and on behalf of **Imperial College**

Signature:

Name:

Position:

Date:

Agreed for and on behalf of **Newcastle University**

Signature:

Name:

Position:

Date:

Subject to Variation

Agreed for and on behalf of **LSHTM**

Signature:

Name:

Position:

Date:

Agreed for and on behalf of **University of Surrey**

Signature:

Name:

Position:

Date:

Agreed for and on behalf of **PHE**

Signature:

Name:

Position:

Date:

Schedule 1: The Collaboration Agreement/ Grant

Schedule 2: Work to be undertaken by XXX under the Project

Schedule 3: Financial Schedule

1. UCL shall pay to XXX a sum not exceeding £, {insert 80% fEC total in figures} equivalent to 80% of the Full Economic Costs, cash limited and inclusive of any applicable VAT, such sum to be allocated as follows:

	100% fEC	80% fEC
Directly Incurred		
Staff		
Travel and Subsistence		
Equipment		
Other Costs		
Directly Allocated		
Investigators		
Estates Costs		
Other Directly Allocated		
Indirect Costs		
Exceptions		
Staff		
Other Costs		
Total		

2. XXX shall provide valid invoices to UCL supported by a full breakdown of expenditure in accordance with the Funder requirements stating the expenditure incurred on a full economic costing basis and requesting 80% of the actual expenditure incurred.

3. Subject to UCL having received payment from the Funder, payment shall be made by UCL following receipt of valid invoices of actual expenditure quarterly in arrears.

4. If the Funder claims repayment of any funding from UCL pursuant to the Grant due to the fact that XXX is, or has caused UCL to be, in breach of any of the provisions of the Grant, XXX shall repay to UCL any such funding as has been received by XXX pursuant to this Accession Agreement and which UCL is thereby obliged to repay to the Funder.

5. XXX shall allow any accountant appointed by UCL and/or the Funder to whom XXX has no reasonable objection to inspect all records relating to the Project from time to time. Any such inspection shall take place on the XXX's premises and the XXX shall give to the person undertaking such inspection all explanations and information reasonably requested by such person.

6. Invoices must quote Reference {insert account code} and shall be addressed to: Final invoices must be provided to UCL on or before {insert date}, unless otherwise agreed in writing by UCL.