

RESEARCH COLLABORATION AGREEMENT

This Agreement is made on the May 5, 2023

Between:

University of Leicester, having its administrative offices at Fielding Johnson Building, University Road, Leicester LE1 7RH hereinafter referred to as "Leicester"

And

Poltava State Agrarian University, having its administrative offices at Skovorody str, 1/3, Poltava, 36003, Ukraine hereinafter referred to as ("Collaborator")

Hereinafter Leicester and the Collaborator will be known individually as a "Party" and collectively as "the Parties".

WHEREAS

A. Leicester was the lead applicant in a funding proposal to Universities UK (UUK) to conduct a project called: "*Traceability in food supply chains for improved global and national competitiveness*" (the "Project"), (Project #11155), funded under the UK's Official Development Assistance (ODA) program.

B. UUK has awarded a grant to Leicester to carry out the Project under the UK-Ukraine University Twinning Initiative ("the Grant") and Leicester has entered into the Main contract with UUK (Appendix C)

C. Leicester wishes the Parties to collaborate together and carry out the portion of the Project as envisaged in the proposal to UUK.

D. The Parties now wish to enter into this agreement to regulate the relations between them, define the scope of the research, regulate the transfer of funds to the Parties, and regulate the protection of intellectual property rights resulting from this Project.

IT IS HEREBY AGREED AS FOLLOWS

1 Definitions

The following terms shall have the following meanings:

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| (i) "Project" | the work to be carried out by the Parties as described in the Application Proposal submitted to UUK (Appendix B). |
| (ii) "Background IP" | any IP owned by either Party at the start of the Project considered necessary to the proper execution of the Project which the owning Party agrees in writing to make available. For the avoidance of doubt, it is also to include IP owned by either Party that is outside the Project, but which is considered necessary for the proper or optimum execution of the Project (Side Ground IP). |

- (iii) "Foreground IP" any IP resulting from the performance of the Project by either Party and any results including all information developed and generated by a Party in the performance of the Project.
- (iv) "Intellectual Property (IP)" shall mean intellectual property of any description including but not limited to all inventions, designs, information, specifications, formulae, improvements, discoveries, know-how, results, 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.
- (v) "Participant Data" Data collected by a Party during the Project about the Project participants.

2 Performance of the Project

- 2.1 The Project shall run from 1st April 2023 until 31st August 2023, unless extended with approval of UUK (the "Contract Period").
- 2.2 Each Party shall use reasonable endeavours to perform its part of the Project described in the application for funding (Appendix B).
- 2.3 The Parties shall abide with the terms and conditions of the Grant awarded by UUK, as defined and expanded therein (Appendices C&E) and comply with applicable laws and regulations.
- 2.4 The Parties will do what is necessary to enable Leicester to comply with the UUK's requirements as defined in Appendix C. In the event of any conflict arising between the terms of this agreement and those of UUK, the terms and conditions of the UUK grant shall prevail (Appendix C).
- 2.5 The Principal Investigator and lead for the Project is Dr Hana Trollman, University of Leicester and as such shall be in control of the direction and oversight of the Project. This shall include the ability to take executive decisions with regards to the management of the UK and overseas parts of the Project.
- 2.6 The Project at the Collaborator shall be conducted by the working group under the direction of Dr Luliia Samoilyk.
- 2.7 Where the Collaborator intends to change their designated representative, they shall inform Leicester, at least 3 months before the intended change and shall nominate a successor. A replacement to the designated representative requires the written approval of the Principal Investigator and this replacement shall not become effective until a formal approval is granted by Leicester and, where applicable, by UUK.

3 Ethical, Consent and Research Integrity Requirements

- 3.1 Each Party shall ensure that research conducted as part of the Project undertaken outside the UK shall have both UK and respective country ethical approvals. The

Parties shall ensure that no part of the Project may commence until the required ethical approvals are in place. The Collaborator shall provide Leicester with evidence of ethical approval before the commencement of the research, upon request.

- 3.2. Each Party shall comply with local legal and regulatory requirements. The Collaborator shall provide evidence of compliance with such requirements upon request by Leicester.
- 3.3 Where the regulator or the research ethics committee review shows that the proposal requires major changes which will alter the projects so that it can no longer retain UUK support, the Parties shall notify UUK.
- 3.4 The Parties shall comply with all relevant local legal and international laws, regulations and codes of practice applicable to this Agreement including to the performance of the Project.
- 3.5 Where human participants are recruited to the research under the Project, the relevant Party responsible for recruitment for human participants shall ensure that appropriate consent is obtained from the participants before research may commence. Consent shall be taken in compliance with the ethical approvals and other applicable regulatory requirements. The Party responsible for recruitment of human participants shall provide to Leicester evidence of obtaining such consent upon request.
- 3.6 Each Party agrees:
 - i) to conduct the research according to the standards of research integrity and good ethical practice, as defined in "Investigating Research Misconduct Allegations in International Collaborative Research Projects: A Practical Guide" (www.oecd.org/sti/gsf) and other appropriate documents, including any national codes of conduct and disciplinary or national ethical guidelines that may be applicable;
 - ii) that any suspected deviation from these standards, in particular alleged research misconduct, will be brought to the immediate attention of the designated contact within each respective Party and to the attention of Leicester and investigated according to the policies and procedures of that party while respecting the laws and sovereignty of the states of all participating parties;
 - iii) to co-operate in and support any such investigations; and
 - iv) to accept (subject to any appeal process) the conclusions of any such investigation and to take appropriate actions.

4 Payment and record keeping

- 4.1 UUK has undertaken to provide funding for the Project and Leicester shall forward payments allocated to the Collaborator as set out in this Agreement and subject to the obligations in this clause. The fees payable by Leicester to the Parties are fixed, in British pounds.
- 4.2 Leicester, as Lead for the Project, shall
 - (a) Be responsible for the conduct and administration during the whole life time of the grant and shall ensure proper financial management of the grant and accountability for the use of public funds.

- (b) Undertake due diligence checks to ensure that the funding will be appropriately used and ensure that all grant money issued to are subject to proper financial management processes;
 - (c) Be responsible for ensuring that expenditure incurred by the Collaborator is subject to robust controls to ensure value for money and propriety and that all costs are fully vouched and maintained for possible inspection and checks by or on behalf of UUK.
- 4.3 As part of the conditions of the Grant, Leicester requires the Parties to assist UUK with any reporting requirements throughout the whole life time of the grant (during the grant and on completion).
- 4.4 Subject always to receipt by Leicester of the funds from UUK, payments will be made to the Collaborator by Leicester on receipt of an invoice in accordance with Appendix A.

Payment shall be subject to:

- i. Confirmation from the Principal Investigator that all reporting requirements have been met and completion of all agreed tasks and outputs in the Project as determined by the Principal Investigator;
 - ii. Receipt from the Collaborators of a fully reconciled statement of expenditure – the format of which will be issued during the course of the project; and
 - iii. Voucher evidence of all expenditure incurred by the Collaborators, including receipts, travel tickets, salary payments and such like.
 - iv. Timesheets must be provided for all staff members costed on the project at less than 100%.
- 4.5 Payments to the Collaborator will be made in GBP by bank transfer to the organisation's account. The Collaborator will provide Leicester with verified bank account details according to Appendix D. Bank account details should be verified by the organisation, and provided together with a copy of bank header and/or bank stamp. It is the responsibility of the Collaborator to inform Leicester promptly of any changes to these banking details.
- 4.6 Leicester will not be responsible for failure of UUK to make payments on time and will not be liable for any interest payments to the Parties.
- 4.7 The Parties shall keep a record of any expenditure incurred under the Project and all proofs and related documents for five years after the final payment made in connection with the Project. The Collaborator shall make available to Leicester any documentation on the Project finances and activities including producing invoices, expenditure records and/or receipts.
- 4.8 The Collaborator agrees to provide Leicester with a final statement of expenditure by 28th August 2023.
- 4.9 If the Collaborator does not spend all of the funds transferred to them, the unspent portion will have to be returned to Leicester at the end of the Project and Leicester will return these to UUK.

4.10 Where UUK modifies the budget awarded to Leicester subsequent to the Main Agreement in force, Leicester has the unilateral right to modify, vary or alter the budget or payments to be made to the other Parties, notwithstanding anything written in this contract.

4.11 The Collaborator has not and shall not make, offer or authorise any payment, gift, promise or other advantage, that would violate applicable Anti-Bribery and Money-Laundering Laws.

5 ODA Compliance and Reporting

5.1 The Project is funded as part of the UK's Official Development Assistance ("ODA").

5.2 Each Party shall:

(a) Ensure that the Project undertaken as part of this UUK grant is compliant with ODA rules and regulations. <https://www.oecd.org/dac/financing-sustainable-development/development-finance-standards/official-development-assistance.htm>

(b) Assist Leicester and the UUK with any additional reporting requirements throughout the whole life time of the grant, during the grant and on completion.

6 Employment of Staff

6.1 The Collaborator shall be responsible for Duty of Care to the staff employed by that Collaborator on the Project. The Collaborator shall be responsible for ensuring local taxes are paid in accordance with the local laws.

6.2 The Collaborator shall ensure that it does not discriminate within the meaning of Equalities Legislation or any relevant legislation relating to discrimination in the employment of employees.

6.3 Nothing in this Agreement shall create evidence or imply any agency, partnership or joint venture between the Parties. No Party shall be bound by the acts or conduct of the others.

7 Publicity

7.1 A Party shall not use the name of another Party, nor the name of any of the other Party's employees in any publicity, advertising or news release without the prior written approval of that Party and written approval of Leicester, subject to UUK's Terms & Conditions.

8 Confidentiality

8.1 Confidential Information means any documents, information, techniques, know how, specifications, drawings, tapes, discs and other media which either :

- i) Is marked "confidential", "sensitive", or "proprietary" by the disclosing party (the 'Disclosing Party'), or
- ii) is written, prepared or generated as part of the Foreground IP of the Project.

8.2 Each Party (the Receiving Party) shall treat any Confidential Information as confidential to itself and restrict access thereto to those of its employees, registered

students or agents who need to know it for the purpose of performing the Project and who shall have been made aware that such Information is to be treated as confidential.

8.3 In order to preserve confidentiality whilst discussing the Project with parties who are not signatories to this Agreement, no Party shall disclose Confidential Information disclosed to it by the other Party to any third party without the prior written consent of the Disclosing Party and the third party signing a confidentiality undertaking on terms no less onerous than those set out in this Clause 7.

8.4 The restrictions as to the use and disclosure set out above shall not apply to:

- i) any of the Confidential Information which is or becomes published other than by unauthorised publication in breach of this Agreement;
- ii) or any of the Confidential Information which is shown by written evidence to have been known to the Receiving Party prior to the date of the disclosure;
- iii) or any of the Confidential Information which is lawfully acquired by the Receiving Party from an independent source having a bona fide right to disclose the same;
- iv) or any Confidential Information which is independently developed by an employee of the Receiving Party who has not had access to any of the information disclosed to the Receiving Party by the Disclosing Party;
- v) any Confidential Information which is required to be disclosed by applicable law or court order or by any Party's regulatory body, which is empowered by Statute or Statutory Instrument, but only to the extent of such disclosure and the Receiving Party shall notify the Disclosing Party promptly of any such request and provided that, in the case of a disclosure under the Freedom of Information Act, none of the exemptions in that Act applies to the Information

8.5 If any Party receives a request under the Freedom of Information Act in the UK or a similar equivalent request in India to disclose any Information, it will notify and consult with the other Party. The other Party will respond within five (5) working days after receiving notice if the notice requests assistance in determining whether or not an exemption in the Act applies. The Collaborators shall have the right to respond to a request from the Government of Ukraine about the Project.

8.6 The obligations of confidentiality shall survive the termination of the Agreement for a period of five (5) years.

9 Data

9.1 Each Party shall, in relation to the Processing of the Personal Data in connection with the performance by a Party of its obligations under the Agreement, comply with its respective obligations under the Data Protection Laws.

9.2 For the purpose of UK General Data Protection Regulations (GDPR), in respect of Personal Data, each Party agrees that the nature of the Processing under this Agreement will be as follows:

- (a) The Parties shall each process Personal Data;
- (b) Each Party shall act as a Controller in respect of Processing of Personal Data on its own behalf;
- (c) Each Party shall be a Controller of the Personal Data acting individually and in common, where they are processing Personal data in relation to the employees of the Parties for the purpose of the performance of the Project and in relation to the defined Project in the Agreement.

9.3 . For the purpose of this Agreement, "Personal Data" means any personal data (as defined in the Data Protection Laws) Processed by either Party in connection with the Agreement, and for the purposes of the Agreement includes Sensitive Personal Data and "Sensitive Personal Data" means Personal Data that reveals such special categories of data as are listed in Article 9(1) of the GDPR.

9.4 the Collaborator shall be responsible for setting out the scope, nature and purpose of processing personal data and duration of the processing and types of personal data.

10 Publication

10.1 The Parties recognise that the Project forms part of carrying out a primary charitable purpose for the University of Leicester through the advancement of education through teaching and research and that public benefit is arising from the Project.

10.2 For this reason, subject to Clause 8.1, the results of the Project generated as part of the Foreground IP ("Results") should be publishable in accordance with normal academic practice and the Parties agree that researchers and students engaged in the Project shall be permitted to make oral and written submissions at symposia, national, or regional professional meetings, and to publish in journals, theses or dissertations subject to the restrictions of Clauses 8 and 10.3. To avoid doubt, the Parties acknowledge that Results may potentially be included in the submission of research outputs or part of the impact case study for the purpose of the UK Research Excellence Framework (REF) assessment or future similar assessment exercise. The Parties agree that where the Results belonging to one Party contain confidential matters belonging to the other Party, these Results may only be submitted for REF research assessment purposes or similar if the former Party owning the Results obtains prior permission from the other Party for that research output to be available.

10.3 Each Party will use reasonable endeavour to notify the other Party at least thirty (30) days prior to submission of a publication, or before any agreement is entered into to make an oral or written presentation, and the Party intending to publish or present must promptly provide a copy of the publication or presentation proposal for submission to the other Party. If any Party considers that the proposal includes a disclosure that could jeopardise measures to protect Intellectual Property rights of that Party, then a written request for a delay in submission of the publication for a further ninety (90) days, to allow Intellectual Property protection to be procured, shall be granted by the Party intending to publish. A delay imposed on submission for publication shall not last longer than is absolutely necessary to seek the required protection and shall not exceed 6 months from the date of receipt of the material. If no response is received within thirty (30) days then it shall be assumed that approval has been granted by the other Party and the Party intending to publish shall be free to do so.

10.4 The Parties shall use all reasonable endeavours to produce a Publication Policy applicable for this Project.

11 Intellectual Property

11.1 All Background IP used in connection with the Project shall remain the property of the Party introducing the same. No licence to use any Background IP is granted or implied by this Agreement.

11.2 All Foreground IP arising from the Project shall belong to the Party generating it.

11.3 Each Party hereby grants to the other Party a royalty free, non exclusive, non transferable, license to use its Background IP and Foreground IP generated by the respective PI and their research team working on the Project strictly for the purpose of performing their part of the Project and for the Contract Period only.

11.4 The Parties may use Foreground IP generated in the course of the Project for academic, teaching and non-commercial research purposes.

12 Term and Termination

12.1 A Party may terminate this Agreement with immediate effect by giving notice to the other Parties if:

- i) The other Party is in breach of any provision of this Agreement and (if it is capable of remedy) the breach has not been remedied within sixty (60) days after receipt of written notice specifying the breach and requiring its remedy; or
- ii) a Party is found guilty of fraud or similar fraudulent acts or omissions.

12.2 Where the Collaborator is unable or unwilling to continue to be involved in the Project it shall promptly notify Leicester of this change. Within one (1) month after the date of that notice, the Collaborator shall inform Leicester of succession plans. Acceptance of new Party shall not be effective and will not release the terminating Party of its obligations until the written approval of Leicester and AHRC is granted, which may include specific obligations and conditions.

12.3 All Clauses will survive the expiry of the Contract Period as defined under Clause 2.4 or the termination of this Agreement for any reason and will continue indefinitely, except Clauses 2, 3, 9, 13.1, 13.2 and 13.4.

12.4 On the termination of this Agreement, Leicester will pay the Collaborators for all work done prior to termination. If Leicester has made any payments in advance and the whole or that payment has not, by the end of the Contract Period or the termination of this Agreement, been used by the Collaborator for the purposes for which that payment was provided, the Collaborator will return to Leicester the unused portion of that payment.

12.5 Should UUK terminate the award for all Parties at any time during the Project Period, this Agreement will terminate on the date upon which the termination by UUK takes effect.

13 Liabilities

13.1 Notwithstanding any other provisions in this Agreement, nothing in this Agreement shall exclude or limit any Party's liability for the following:

- i) death or personal injury resulting from negligence;
- ii) fraud or statements made fraudulently;
- iii) any other acts or omissions for which the governing law prohibits the exclusion or limitation of liability.

13.2 Save as provided in Clause 13.1, a Party will not be liable for any loss of profit, loss of business, loss of goodwill, loss of savings, claims by third parties, loss of anticipated

savings, indirect loss or consequential loss whatsoever and howsoever caused, except in case of gross negligence or wrongful acts.

- 13.3 Subject to Clause 13.1 of this Agreement, each Party's total liability for any claims, losses, damages or expenses whatsoever and howsoever caused shall be limited for each event or series of linked events to a maximum of the total amount of the Grant Award from UUK.
- 13.4 Each Party shall, where required by their own country's legislation, have in place and maintain in force appropriate insurance policies such as professional indemnity and public liability cover in respect of its activities under the Project, including the protection or indemnity of human participants recruited in the research. The Party shall provide evidence of such insurance when required by Leicester.
- 13.5 Leicester shall not be liable for any harm, damage or expense arising from any acts or omission of the other Parties in the Project whether in relation to the recruitment or consenting of human participants or otherwise. Each Party shall indemnify Leicester for any expenses damage or claim incurred by Leicester arising out of the acts or omission of any of the Parties in the Project, unless such a claim is due to negligence on the part of Leicester.

14 Force Majeure

- 14.1 Subject to Clause 14.3 a Party shall not be in breach of this Agreement nor be liable for any failure or delay in performance of any obligations under this Agreement arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control ('Force Majeure Event') including (but without limiting the generality thereof) governmental regulations, fire, flood, or any disaster, which is not attributable to the wilful act, neglect or failure to take reasonable precautions of the affected party, its agents or employees.
- 14.2 Any Party that is subject to a Force Majeure Event shall be entitled to such extension of time for such performance as may be fair and reasonable in all the circumstances subject to UUK approval. Any Party so delayed or impeded shall promptly inform the other Party and the UUK of the nature of the relevant cause and of the expected duration of its relevant delay or impediment.
- 14.3 If the Force Majeure Event prevails for a continuous period of more than six (6) months, the other Party may terminate this Agreement with immediate effect by giving written notice. Such termination shall be without prejudice to the rights of the Parties in respect of any breach of this Agreement occurring prior to such termination.

15 Governing Law

This Agreement and all terms, provisions and conditions of the Project and all questions of constructions, validity and performance under this Agreement shall be governed by the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.

16 Severability

If any provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

17 Independent Contractor

In the performance of all services hereunder each Party shall be deemed to be and shall be an independent contractor.

Nothing in this Agreement shall create evidence or imply any agency, partnership or joint venture between the Parties. No Party shall be bound by the acts or conduct of the others.

18 Assignment

This Agreement shall not be assigned or sub-contracted by any Party without the prior written consent of the Principal Investigator and AHRC.

19 Agreement Modification

Any agreement to change the terms of this Agreement in any way shall be valid only if the change is made in writing and approved by mutual agreement of authorised representatives of the Parties hereto, and subject to approval by AHRC if required.

20 Dispute Resolution

All disputes will initially be referred by either Party to a representative of each Party responsible for the overall performance of this Agreement, who will meet in person or using electronic means such as Skype as soon as reasonably practicable to discuss the dispute.

21 Rights of Third Parties

Nothing in this contract confers or purports to confer on any other third party any right to enforce any term of this Agreement.

22 Anti-Bribery

22.1 All Parties warrant that they have not done, and shall not;

(a) offer, give, agree to give, intend or attempt to give to any member of a Party, or any other persons or organisations, any gift or consideration, or any other form of benefit, tangible or otherwise as an inducement or reward (referred to herein as "Prohibited Acts") for doing or not doing any act in relation to the obtaining or the performance of this Agreement or any other agreement/contract with a Party to this Agreement,

(b) enter into this Agreement or any other agreement/contract with a Party in connection with which commission has been paid or has been agreed to be paid by him or on his behalf unless the details of such commission and the terms of such agreement have been fully disclosed in writing to each Party prior to execution of this Agreement

If a Party, his staff or any subcontractors, or anyone acting on his or their behalf, does any of the Prohibited Acts or commits any offence under the Bribery Act 2010,

whether with or without the knowledge of that Party, any other Party shall be entitled to terminate this Agreement, and any other agreement/contract with such Party with immediate effect, and recover from such Party the amount of any losses resulting from such termination, and the amount or value of any such gift, consideration or commission where appropriate in the circumstances.

23 Notices

23.1 Any formal notice or demand in connection with this Agreement will be in writing and may be delivered first class post, Special Delivery post or air mail post, but not by email addressed to the recipient below.

(i) in the case of Leicester:

Head of Pre-Award and Contracts
Research and Enterprise Division
University of Leicester
University Road
Leicester
LE1 7RH
REDgrants@leicester.ac.uk and CSSAHPAC@leicester.ac.uk

(ii) in the case of Poltava State Agrarian University
Vice-rector for scientific-pedagogical and scientific work
Oleg Gorb
Skovorody str, 1/3, Poltava, 36003, Ukraine
gorb@pdaa.edu.ua

24 Attachments

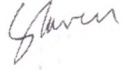
This Agreement consists of this core text and

Appendix A: Breakdown of Budget and Payment Schedule
Appendix B: Copy of Application
Appendix C: Copy of Award Letter
Appendix D: GDPR Schedule
Appendix E: Copy of Bank Account Verification Form
Appendix F: Timesheet template

This agreement may be executed in any number of counterparts, and by the Parties on separate counterparts, each of which so executed and delivered shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

AS WITNESS the hands of the duly authorised representatives of each of the Parties the day and the year first above written.

SIGNED on behalf of Leicester



Name: Laura Flavelli

Position: Pre-Award and Contracts Manager

Date: May 5, 2023

SIGNED on behalf of Poltava State Agrarian University



Valentyna Aranchiy (May 5, 2023 12:42 GMT+3)

Name: Valentyna Aranchiy

Position: Acting Rector

Date: May 5, 2023