

Brunswick Academic Collaboration Agreement (Long form)

## ACADEMIC COLLABORATION AGREEMENT (LONG FORM)

THIS AGREEMENT dated 13 January

2017 is made **BETWEEN:**

- 1) **THE UNIVERSITY OF LEEDS** (incorporated by Royal Charter with number RC000658), whose administrative offices are at Woodhouse Lane, Leeds LS2 9JT, United Kingdom (hereinafter "**Leeds**"); and
- 2) **INSTITUTO DE INVESTIGACIONES DE LA AMAZONIA PERUANA**, RUC N° 20171781648, whose administrative offices are at Avenida José A. Quiñones km. 2.5, Apartado Postal 784, Iquitos, Perú, duly represented by its president Dr. LUIS EXEQUIEL CAMPOS BACA (hereinafter "**IIAP**"),

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

### WHEREAS

- A. The Lead Organisation was the lead applicant in a proposal to the Funding Body, for a research project called "*Ensuring that the impact of climate change on species, Protected Areas (PAs) and the PA Network in the Peruvian Andes Amazon region is effectively incorporated into management decisions*" ("**the Project**") as set out in Schedule 1; and
- B. The Collaborating Organisations were co-applicants to the Funding Body in the proposal submitted to the Funding Body for the Project; and
- C. The Funding Body has awarded a contract to the Lead Organisation to carry out the Project and this is set out in Schedule 2; and
- D. The Lead Organisation wishes IIAP to carry out a portion of the project as envisaged in the proposal to the Funding Body.
- E. This Agreement sets out the terms under which the Parties shall perform the Allocated Work.
- F. The Lead Organisation shall enter into separate agreements with the other Collaborating Organisations on substantially similar terms to this Agreement to document their involvement in the Project.

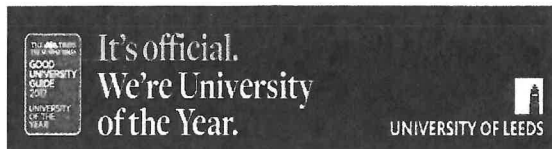
### THE PARTIES NOW HEREBY AGREE as follows:

#### 1. DEFINITIONS

- 1.1. The following expressions shall have the following meanings in this Collaboration Agreement including its recitals, unless the context requires otherwise:

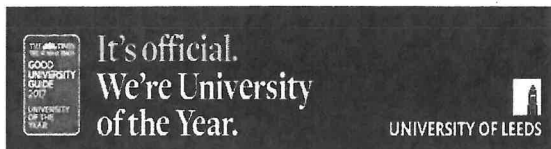
"**Allocated Work**"

shall mean the research allocated to each Collaborating Organisation, as defined in the Project at Schedule 1



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<b>"Arising Intellectual Property"</b>	shall mean any Intellectual Property which is generated or first reduced to practice by any Collaborating Organisation directly as a result of the work undertaken in accordance with this Collaboration Agreement
<b>"Background Intellectual Property"</b>	shall mean any Intellectual Property excluding Arising Intellectual Property owned or controlled by any Collaborating Organisation prior to commencement of or independently from the Project, and which the owning Collaborating Organisation contributes or uses in the course of performing the Project
<b>"Co-investigators"</b>	shall be Professor Oliver Philips at Leeds, and Dr. Euridice N. Honorio Coronado at IIAP (each a <b>"Co-Investigator"</b> )
<b>"Collaborating Organisations"</b>	shall mean Leeds, IIAP, Jardín Botánico de Missouri ( <b>"JBM"</b> ), and Wake Forest University ( <b>"Wake"</b> ) (each of them a <b>"Collaborating Organisation"</b> )
<b>"Confidential Information"</b>	shall mean any information disclosed by one Collaborating Organisation to the others for use in the Project and identified as confidential before or at the time of disclosure, any Background Intellectual Property, and any Arising Intellectual Property in which that Collaborating Organisation owns the Intellectual Property
<b>"Contract"</b>	means the award letter set out at Schedule 2 to this Agreement
<b>"Funding Body"</b>	shall mean The Gordon & Betty Moore Foundation
<b>"Intellectual Property"</b>	shall mean intellectual property of any description including but not limited to all inventions, designs, information, specifications, formulae, improvements, discoveries, know-how, data, processes, methods, techniques and the intellectual property rights therein, including but not limited to, patents, copyrights, database rights, design rights (registered and unregistered), trade marks, trade names and service marks, applications for any of the above
<b>"Lead Organisation"</b>	shall mean Leeds
<b>"Principal Investigator"</b>	shall be Dr Timothy Baker at the Lead Organisation, or his successor as agreed by the Funding Body



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**"Project Period"** shall be from October, 2<sup>nd</sup>, 2017 to December, 31<sup>st</sup>, 2018.

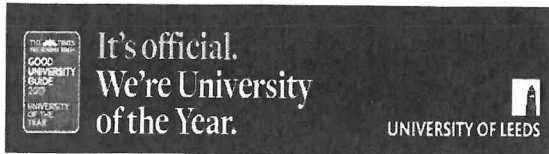
- 1.2. In this Collaboration Agreement, references to Clauses and Schedules refer to clauses and schedules of this Collaboration Agreement; and the singular form of any word includes the plural, and vice versa, as required by the context.
- 1.3. In the event of any conflict between the terms of this Collaboration Agreement and the terms of the Contract, then the terms of the Contract will prevail.

## **2. THE PROJECT**

- 2.1. The Parties will each use their reasonable endeavours to collaborate on the Project as described in Schedule 1 of this Collaboration Agreement including any modifications, deletions or expansions which have been approved in writing by the Parties. The Parties to this Collaboration Agreement shall be bound *mutatis mutandis* by the terms and conditions of the Contract, which form part of this Collaboration Agreement; except that provisions of the Contract that are particular to the Lead Organisation and/or other Parties shall apply only to those parties.
- 2.2. The Project shall be performed by or under the direction and supervision of the Principal Investigator and Co-investigators of the Parties as listed in the original proposal to the Funding Body.
- 2.3. In respect of the Allocated Work, each Party will use its reasonable endeavours to provide adequate facilities; to obtain any requisite materials, equipment and personnel; and to carry out the work diligently within the scope allowed by its funding. Although each Party will use its reasonable endeavours to perform the Project, no Party undertakes that work carried out under or pursuant to this Collaboration Agreement will lead to any particular result, nor is the success of such work guaranteed.

## **3. PAYMENT**

- 3.1. The Funding Body has undertaken to provide funding for the Project and the Lead Organisation shall act as recipient of the funding for IIAP. The sole financial obligation of the Lead Organisation under this Agreement shall be to forward the payments allocated to IIAP, in accordance with Schedule 3 of this Agreement.
- 3.2. The funding received by IIAP will be administered by IIAP as special funds ("*por encargo*"), administered through a bank account to be opened by IIAP expressly for purposes of this Agreement. Funds are not a part of IIAP's budget.
- 3.3. In the event that the Funding Body requires the reimbursement by the Lead Organisation of any sums paid under this Collaboration Agreement, then to the extent that such requirement arises from the acts or omissions of IIAP, IIAP hereby agrees to reimburse the Lead Organisation the sum requested by the Funding Body, up to a maximum sum of the amount received by IIAP (together with interest on that sum if demanded by the Funding Body).

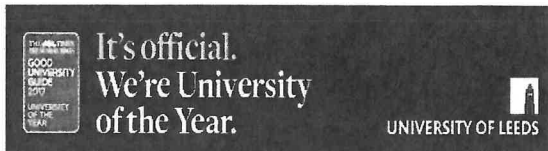


- 3.4. In the event that IIAP's expenditure in a given six-month period is less than the anticipated expenditure for which it has invoiced in accordance with Schedule 3, IIAP may retain the excess funding to be applied against future Project-related expenditure. If funds received from the Funding Body remain unspent at the end of the Project, IIAP shall return such unspent funds to the Lead Organisation as required under the Contract.

#### **4. PUBLICATION AND CONFIDENTIALITY PROCEDURES**

##### **Confidentiality:**

- 4.1. Subject to Clauses 4.4 and 4.6, each Party will use all reasonable endeavours not to disclose to any third party any Confidential Information nor use for any purpose except as expressly permitted by this Collaboration Agreement, any of another Party's Confidential Information.
- 4.2. No Party shall incur any obligation under Clause 4.1 with respect to information which:
- 4.2.1. is known to the receiving Party before the start of the Project Period, and not impressed already with any obligation of confidentiality to the disclosing Party; or
  - 4.2.2. is or becomes publicly known without the fault of the receiving Party; or
  - 4.2.3. is obtained by the receiving Party from a third party in circumstances where the receiving Party has no reason to believe that there has been a breach of an obligation of confidentiality owed to the disclosing Party; or
  - 4.2.4. is independently developed by the receiving Party; or
  - 4.2.5. is approved for release in writing by an authorised representative of the disclosing Party; or
  - 4.2.6. the receiving Party is specifically required to disclose in order to fulfil an order of any Court of competent jurisdiction provided that, in the case of a disclosure under the Freedom of Information Act 2000, none of the exemptions in that Act applies to the Confidential Information.
- 4.3. If any Party receives a request under the Freedom of Information Act 2000 or any other applicable equivalent legislation to disclose any Confidential Information, it will notify and consult with the other Parties. The other Parties will respond within 5 (five) working days after receiving notice if the notice requests assistance in determining whether or not an exemption in that Act applies.
- 4.4. The Parties acknowledge that the Lead Organisation is required by its funders to demonstrate its impact and all Parties agree to comply with all reasonable requests made by the Lead Organisation to provide such information (not including Confidential Information) as the Lead Organisation may reasonably require to address requirements placed on the Lead Organisation. Such information may include (in relation to the Project), but shall not be limited to, effects, changes or benefits to the economy, society, public policy or services, health and the environment.



- 4.5. The Parties acknowledge that the Confidential Information which they disclose to one another pursuant to this Agreement may be shared with the other Collaborating Organisations on a need to know basis and for the sole purpose of carrying out the Project, and the Parties agree to such disclosure without the need to be notified of it. The Parties' treatment of any Confidential Information of a Collaborating Organisation received pursuant to this Agreement shall be in accordance with Clauses 4.1-4.4 above.

**Publications:**

- 4.6. The Project will form part of the actual carrying out of a primary charitable purpose of the Parties; that is, the advancement of education through teaching and research. There must therefore be some element of public benefit arising from the Project, and this is secured through the following sub-Clauses:

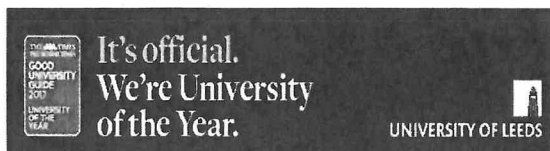
- 4.6.1. This Collaboration Agreement shall not prevent or hinder registered students of Leeds or Wake from submitting for degrees of that Leeds or Wake theses based on results obtained during the course of work undertaken as part of the Project; or from following that party's procedures for examinations and for admission to postgraduate degree status;

- 4.6.2. In accordance with normal academic practice, all employees, students, agents or appointees of each of the Parties (including those who work on the Project) shall be permitted:

- 4.6.2.1. following the procedures laid down in Clause 4.7, to publish results, jointly where applicable, obtained during the course of work undertaken as part of the Project; and

- 4.6.2.2. in pursuance of the Parties' public, academic or charitable functions, to discuss work undertaken as part of the Project in internal seminars and to give instruction within their organisation on questions related to such work.

- 4.7. Each Party will submit material intended for publication to the other Collaborating Organisations in writing not less than 30 (thirty) days in advance of the submission for publication. The publishing Party may be required to delay submission for publication if in any other Collaborating Organisation's opinion such delay is necessary in order for that other Party to seek patent or similar protection for material in respect of which it is entitled to seek protection, or to modify the publication in order to protect Confidential Information. A delay imposed on submission for publication as a result of a requirement made by the other Collaborating Organisation shall not last longer than is absolutely necessary to seek the required protection; and therefore shall not exceed 3 (three) months from the date of receipt of the material by such Collaborating Organisation, although the publishing Party will not unreasonably refuse a request from another Collaborating Organisation for additional delay in the event that property rights would otherwise be lost. Notification of the requirement for delay in submission for publication must be received by the publishing Party within 30 (thirty) days after the receipt of the material by the other Collaborating Organisation, failing which



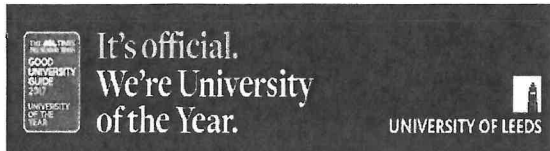
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the publishing Party shall be free to assume that the other Collaborating Organisations have no objection to the proposed publication.

- 4.8. Unless otherwise agreed, publications will be made jointly by the Collaborating Organisations. All publications shall acknowledge the contributions of the other Collaborating Organisations, and authorship shall be determined in accordance with ICJME guidelines and generally accepted academic standards. The support of the Funding Body shall also be acknowledged in any publication in accordance with the provisions of the Contract.
- 4.9. The provisions of Clauses 4.1 and 4.2 shall survive for a period of 3 (three) years from the date of termination of this Collaboration Agreement. The provisions of Clause 4.7 and 4.8 shall survive for a period of 1 (one) year from the date of termination of this Collaboration Agreement.

## 5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. For the avoidance of doubt all Background Intellectual Property used in connection with the Project shall remain the property of the Collaborating Organisation introducing the same. No Party will make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the ownership or use of any of the Background Intellectual Property of the other Collaborating Organisations except under the terms of this Collaboration Agreement. Each Party acknowledges and confirms that nothing contained in this Collaboration Agreement shall give it any right, title or interest in or to the Background Intellectual Property of the other Collaborating Organisations save as granted by this Collaboration Agreement. The Parties agree that any improvements or modifications to a Collaborating Organisation's Background Intellectual Property arising from the Project which are not severable from that Background Intellectual Property will be deemed to form part of that Collaborating Organisation's Background Intellectual Property.
- 5.2. Each Party grants the other, and each of the other Collaborating Organisations, a royalty-free, non-exclusive licence for the duration of the Project to use its Background Intellectual Property for the sole purpose of carrying out the Project. No Party may grant any sub-licence over or in respect of the other's Background Intellectual Property.
- 5.3. The Lead Organisation shall own all Arising Intellectual Property in accordance with the requirements of the Contract. The Collaborating Organisations shall ensure that appropriate arrangements are in place with their employees, agents, students or sub-contractors in order to secure the transfer of ownership of any Arising Intellectual Property to the Lead Organisation. To the extent that any Arising Intellectual Property generated by the Collaborating Organisations is capable of prospective assignment, the Collaborating Organisations hereby do so with full title guarantee. The Collaborating Organisations shall also assist the Lead Organisation by taking such steps or executing such additional documents as are necessary to complete or perfect the transfer of ownership of the Arising Intellectual Property, and shall offer reasonable assistance to the Lead Organisation in relation to any step taken by the Lead Organisation to protect such Arising Intellectual Property, for example by filing patents.



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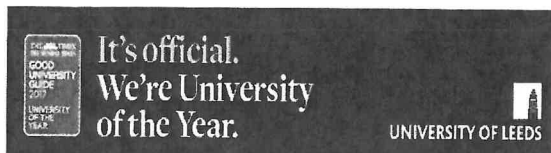
- 5.4. The Parties acknowledge that the Lead Organisation is obliged by the terms of the Contract to place all Arising Intellectual Property into the public domain as soon as reasonably possible.
- 5.5. Each Party and each of the other Collaborating Organisations is hereby granted an irrevocable, non-transferable, royalty-free right to use all Arising Intellectual Property generated in the course of the Project for academic and research purposes, including research involving projects funded by third parties provided that those parties gain or claim no rights to such Arising Intellectual Property.

**6. ASSIGNMENT**

- 6.1. No Party will assign this Collaboration Agreement without the prior written consent of each of the Collaborating Organisations, such consent not to be unreasonably withheld, denied or delayed.

**7. WITHDRAWAL**

- 7.1. Either Party (the "**Withdrawing Party**") may withdraw from the Project upon 6 (six) months prior written notice to the other and to the other Collaborating Organisations, where it considers withdrawal justified on the grounds that no further purpose to the Project would be served by the Withdrawing Party continuing in the Project. Withdrawal by the Withdrawing Party will only take place after discussions with the other Collaborating Organisations. Such discussions will occur within 3 (three) months of submission by the Withdrawing Party of notice to withdraw, after which the Collaborating Organisations will confirm to the Withdrawing Party the official date of withdrawal ("**Date of Withdrawal**").
- 7.2. In the event of withdrawal of a Collaborating Organisation, the Lead Organisation in collaboration with the other Collaborating Organisations will make all reasonable attempts to reallocate the obligations of the Withdrawing Party under this Collaboration Agreement to another existing Collaborating Organisation or a new Project partner reasonably acceptable to the remaining Collaborating Organisations and the Funding Body provided that such new partner agrees to be bound by the terms of this Collaboration Agreement. If the reason for withdrawal is that the work allocated to the Withdrawing Party is no longer viable, the Lead Organisation shall discuss with the Funding Body the re-allocation or reimbursement of funds in accordance with the Contract.
- 7.3. The Withdrawing Party shall not from the Date of Withdrawal be entitled to recover any of its costs incurred in connection with the Allocated Work and shall, from the Date of Withdrawal, comply with any conditions that may be imposed pursuant to Clause 7.1 which shall include (without limitation):
- 7.3.1. rights granted to the other Collaborating Organisations in respect of the Withdrawing Party's Background Intellectual Property shall continue for the duration of the Project solely for the purposes of carrying out the Project, subject to the restrictions contained in this Collaboration Agreement;



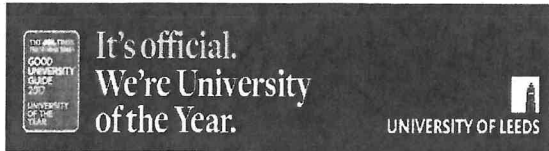
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- 7.3.2. all rights acquired by the Withdrawing Party to the Background Intellectual Property and Arising Intellectual Property of the other Collaborating Organisations shall cease immediately.

## 8. TERMINATION

- 8.1. A Party (the **"Terminating Party"**) may terminate its involvement in this Collaboration Agreement by giving 90 (ninety) days prior written notice to the Lead Organisation of its intention to terminate if another Collaborating Organisation (the **"Party in Breach"**) commits a material breach of the terms of its agreement with the Lead Organisation, or is persistently in breach of its agreement with the Lead Organisation, in such a manner that the Terminating Party is hindered in its ability to carry out its obligations in the Project. The notice shall include a detailed statement describing the breach. If the breach is capable of being remedied and is remedied by the Collaborating Organisation within the 90 (ninety) day notice period, then the termination shall not take effect. If the breach is of a nature such that it can be fully remedied but not within the 90 (ninety) day notice period, then termination shall also not be effective if the Collaborating Organisation involved begins to remedy the breach within that period, and then continues diligently to remedy the breach until it is remedied fully. If the breach is incapable of remedy, or a persistent breach, then the termination shall take effect at the end of the 90 (ninety) day notice period in any event.
- 8.2. All rights acquired by the Terminating Party to Background Intellectual Property and Arising Intellectual Property of the other Collaborating Organisations shall cease immediately; the Terminating Party shall, however, continue to comply with the obligations under Clause 7.3.
- 8.3. Each Party agrees to notify the other Collaborating Organisations promptly if at any time their Principal Investigator or Co-Investigator is unable or unwilling to continue the direction and supervision of the Allocated Work. Within 60 (sixty) days after such incapacity or expression of unwillingness that Collaborating Organisation shall nominate a successor to replace their key academic. The other Collaborating Organisations will not decline unreasonably to accept the nominated successor. However, if the successor is not acceptable on reasonable and substantial grounds, then either (i) such Collaborating Organisation will be asked to withdraw from the Project in accordance with Clause 7.2; or (ii) this Collaboration Agreement may be terminated by giving 90 (ninety) days' written notice to the other Party(s).
- 8.4. The expiration of the Project Period or the termination of this Collaboration Agreement under Clauses 8.1 or 8.3, shall cause the termination with effect from the date of expiry or termination of the obligations imposed on the Parties under Clause 2.
- 8.5. If:
- 8.5.1. a court of competent jurisdiction:
- 8.5.1.1. makes an order for a Party's winding-up or dissolution; or
- 8.5.1.2. makes an administration order in relation to that Party; or
- 8.5.2. any Party:





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- 8.5.2.1. passes a resolution for its winding-up; or
- 8.5.2.2. appoints a receiver over, or an encumbrancer takes possession of or sells an asset of, that Party; or
- 8.5.2.3. makes an arrangement or composition with its creditors generally; or
- 8.5.2.4. makes an application to a court of competent jurisdiction for protection from its creditors generally,

the remaining Collaborating Organisations shall meet to either suspend or terminate that Party's involvement in the Project. Any removal of the defaulting Party shall be effective as of the date of the receipt of such notice whereupon the provisions of Clause 7.3 shall apply to the defaulting Party.

8.6. In the event that it is agreed by all the Collaborating Organisations that there are no longer valid reasons for continuing with the Project the Collaborating Organisations may decide by unanimous vote to terminate this Collaboration Agreement.

8.7. The Lead Organisation may terminate this Agreement by giving not less than thirty (30) days' written notice to IIAP if it is no longer possible or practical to continue with the Project because of:

8.7.1. the withdrawal or termination of involvement by another Collaborating Organisation;

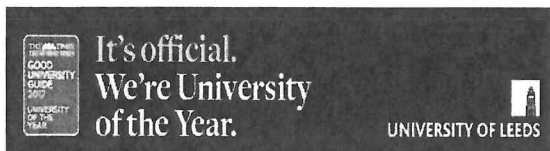
8.7.2. the failure of the Servicio Nacional de Áreas Protegidas por el Estado ("**SERNANP**") to give permission to the Collaborating Organisations to carry out the Project on its research sites; or

8.7.3. the withdrawal by SERNANP of in-kind assistance enabling the safe collection of Project data.

8.8. In the event that IIAP withdraws from the Project pursuant to Clause 7, or its involvement in the Project is terminated pursuant to Clause 8, IIAP will refund to the Lead Organisation within thirty (30) days any funds which have already been paid to it in relation to anticipated work but which have not yet been spent or irrevocably committed. For the avoidance of doubt IIAP will not be required to make contributions to compensate for losses incurred by another Collaborating Organisation or funding which cannot be recovered from another Collaborating Organisation other than as a result of IIAP's default.

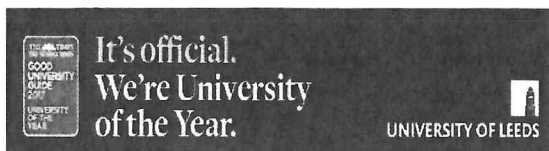
## 9. LIMITATION OF LIABILITY

9.1. No Party makes any representation or warranty that advice or information given by any of its employees, students, agents or appointees who work on the Project, or the content or use of any materials, works or information provided in connection with the Project, will not constitute or result in infringement of third-party rights.



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- 9.2. No Party accepts any responsibility for any use which may be made of any work carried out in connection with the Project by any of the Collaborating Organisations, or of the results of the Project, nor for any reliance which may be placed on such work or results, nor for advice or information given in connection with them.
- 9.3. The Parties undertake to make no claim in connection with this Collaboration Agreement or its subject matter against any employees, students, agents or appointees of the other Collaborating Organisations (apart from claims based on fraud or wilful misconduct). This undertaking is intended to give protection to individual researchers: it does not prejudice any right which a Party might have to claim against any other Party.
- 9.4. The liability of any Party for any breach of this Collaboration Agreement, or arising in any other way out of the subject-matter of this Collaboration Agreement, will not extend to loss of business or profit, or to any indirect or consequential damages or losses.
- 9.5. Subject to Clauses 9.7 and 9.8, the maximum liability of any Party under or otherwise in connection with this Collaboration Agreement or its subject matter shall not exceed the monies received by that Party under this Collaboration Agreement as detailed in Schedule 3.
- 9.6. Nothing in this Collaboration Agreement limits or excludes either Party's liability for:
  - 9.6.1. death or personal injury resulting from negligence; or
  - 9.6.2. any fraud or for any sort of other liability which, by law, cannot be limited or excluded.
- 9.7. Each of the parties acknowledge and agree as Leeds has unlimited liability to the Funding Body under the terms of the Funding Agreement, notwithstanding any other provision of this Agreement, nothing shall limit or exclude any Party's liability to Leeds for any breach of Clauses 2.1 or 2.3.
- 9.8. Each Party shall indemnify and shall keep Leeds and any of Leeds' employees or students (if any) involved in the Project (the "Indemnitees") indemnified against any and all losses, damages, liabilities and expenses (including legal expenses) incurred by Indemnitees as a result of any breach of Clauses 2.1 and 2.3 by that Party. The parties acknowledge and agree Clauses 9.7 and 9.8 represent a reasonable allocation of any liability which may arise as a result of a Party's acts or omissions which causes or may cause Leeds to breach the terms of the Funding Agreement in any way and/or otherwise incur any liability of any nature whatsoever under or otherwise in connection with the Funding Agreement.
- 9.9. If any sub-Clause of this Clause 9 is held to be invalid or unenforceable under any applicable statute or rule of law then it shall be deemed to be omitted, and if as a result any Party becomes liable for loss or damage which would otherwise have been excluded then such liability shall be subject to the remaining sub-Clauses of this Clause 9.



## 10. NOTICES

10.1. The Lead Organisation's representative for the purpose of receiving reports and other notices shall until further notice be:

10.1.1. Andy Duley, Director of Commercialisation, Research & Innovation Service, Level 11 Worsley Building, University of Leeds, LS2 9NL, with a copy to the Principal Investigator.

10.2. IIAP representatives for the purpose of receiving reports and other notices shall until further notice be:

Research Programme Leader: Dr. Dennis del Castillo Torres, [ddelcastillo@iiap.org.pe](mailto:ddelcastillo@iiap.org.pe), Telf. 0051-65-265515 / 265516 Annex 122.

Financial Officer: Nicéforo Ronald Trujillo León, [rtrujillo@iiap.org.pe](mailto:rtrujillo@iiap.org.pe), Telf. 0051-65-265515 / 265516 Annex 110.

Administrative Officer: Julio Izquierdo Sánchez, [jizquierdo@iiap.org.pe](mailto:jizquierdo@iiap.org.pe), Telf. 0051-65-265515 / 265516 Annex 114.

## 11. FORCE MAJEURE

11.1. A Party shall not be liable for failure to perform its obligations under this Collaboration Agreement, nor be liable to any claim for compensation or damage, nor be deemed to be in breach of this Collaboration Agreement, if such failure arises from an occurrence or circumstances beyond the reasonable control of that Party (excluding an obligation to make payment).

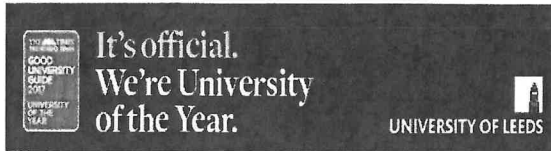
11.2. If a Party affected by such an occurrence causes a delay of 3 (three) months or more, and if such delay may reasonably be anticipated to continue, then the Parties shall, in consultation with the Funding Body and the other Collaborating Organisations, discuss whether continuation of the Project is viable, or whether the Project and this Collaboration Agreement should be terminated.

## 12. GENERAL

12.1. Clause headings are inserted in this Collaboration Agreement for convenience only, and they shall not be taken into account in the interpretation of this Collaboration Agreement.

12.2. Nothing in this Collaboration Agreement shall create, imply or evidence any partnership or joint venture between the Parties or the relationship between them of principal and agent.

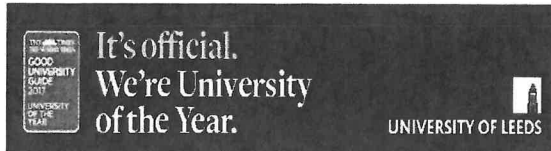
12.3. Each Party shall ensure that it has well defined arrangements for investigating and resolving allegations of research misconduct. Where an allegation of research misconduct arises in respect of an individual Party's participation in the Project and leads to a subsequent formal investigation, the relevant Party shall inform Lead Organisation and the Funding Body of the investigation and its outcome. Where an allegation of research misconduct arises in respect of several Parties' participation in the Project, the relevant Parties will work together to



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determine how the allegation will be investigated and reported. No Party shall use the name or any trademark or logo of any other Collaborating Organisation or the name of any of its staff or students in any press release or product advertising, or for any other commercial purpose, without the prior written consent of the Party(s).

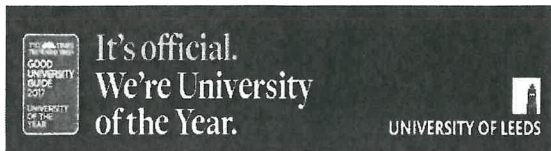
- 12.4. The Parties (including any employee, sub-contractor or agent of that Party, in all cases whether or not acting with the other Parties' knowledge) agree to comply with all applicable anti-corruption and anti-bribery laws and any other applicable laws in connection with their performance under this Agreement, (including laws relating to import and export control, hazardous materials transportation laws, anti-money laundering laws, and tax laws). Any failure by a Party (including any employee, sub-contractor or agent of that Party) to comply with any provision of this Clause 12.4 is considered to be a breach of this Agreement and any other Party may terminate this Agreement with immediate effect notwithstanding any other provision herein. In the event that a Party has reasonable grounds, in its own discretion, to believe that another Party may have violated any provision of this Clause 12.4, the violating Party agrees to provide the other Party or Parties with reasonable access to books, records, documents, or other files relating to any such possible violation.
- 12.5. Except for the benefits conferred upon JBM and Wake as Collaborating Organisations under this Agreement, the Parties confirm that nothing in this Collaboration Agreement shall confer or purport to confer on any third party any benefit or any right to enforce any term of this Collaboration Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999.
- 12.6. This Collaboration Agreement and its Schedules (which are incorporated into and made a part of this Collaboration Agreement) constitute the entire agreement between the Parties for the Project and no statements or representations made by any Party have been relied upon by the other in entering into this Collaboration Agreement. Any variation shall be in writing and signed by authorised signatories for each Party.
- 12.7. This Collaboration Agreement shall be governed by English Law and the English Courts shall have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with this Collaboration Agreement.
- 12.8. The Parties may prepare a Spanish-language translation (or a translation into any other language) of this Agreement for administrative purposes. However the Parties agree that the English-language version of this Agreement shall take precedence over any such translation in the event of any dispute between the terms of such documents.
- 12.9. If any dispute arises out of this Collaboration Agreement the Parties will first attempt to resolve the matter informally through designated senior representatives of each Party to the dispute, who are not otherwise involved with the Project. If the Parties are not able to resolve the dispute informally within a reasonable time not exceeding 2 (two) months from the date the informal process is requested by notice in writing they will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.
- 12.10. If any one or more Clauses or sub-Clauses of this Collaboration Agreement would result in this Collaboration Agreement being prohibited pursuant to any applicable competition law then it



Brunswick Academic Collaboration Agreement (Long form)

or they shall be deemed to be omitted. The Parties shall uphold the remainder of this Collaboration Agreement, and shall negotiate an amendment which, as far as legally feasible, maintains the economic balance between the Parties.

12.11. This Collaboration Agreement may be executed in any number of counterparts, each of which when executed (and delivered) will constitute an original of this Collaboration Agreement, but all counterparts will together constitute the same agreement. No counterpart will be effective until each Party has executed at least one counterpart.



Brunswick Academic Collaboration Agreement (Long form)

**EXECUTED** as an agreement:

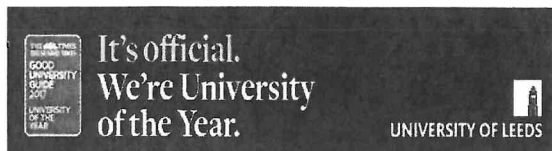
**SIGNED** for and on behalf of **THE UNIVERSITY OF LEEDS**

Name:

Position:

Signature:

JENNIFER STERGIOU  
HEAD OF RESEARCH OPERATIONS AND  
REPORTING  
RESEARCH & INNOVATION SERVICE  
THE UNIVERSITY OF LEEDS



Brunswick Academic Collaboration Agreement (Long form)

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

**Name:** Luis Exequiel Campos Baca

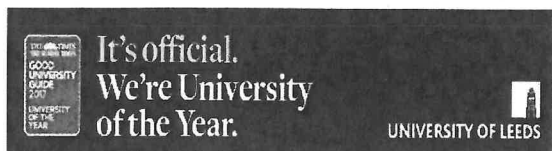
**Position:** President

**Signature:**

A handwritten signature in black ink, appearing to be 'Luis Exequiel Campos Baca', written over a horizontal line.

**Schedules:**

- |             |  |
|-------------|--|
| Schedule 1: | The Project (including Allocated Work) |
| Schedule 2: | The Contract (award letter)            |
| Schedule 3: | Breakdown of costs to IIAP             |



Brunswick Academic Collaboration Agreement (Long form)

## SCHEDULE 1

### THE PROJECT

#### Project Proposal

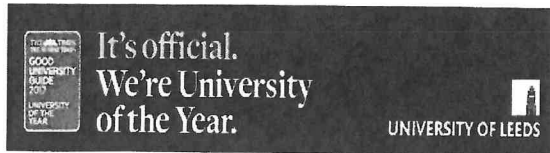


01 AAI Proposal  
RAINFOR\_Peru.docx

#### Timetable for IIAP work

	Fieldwork	Database
<b>2017 ene</b>	Quistacocha/San Jorge/Buenavista Allpahuayo	
<b>feb</b>	Logistics	Quistacocha/San Jorge/Buenavista
<b>mar</b>	Jenaro Herrera	Quistacocha/San Jorge/Buenavista
<b>abr</b>	visit: C. Escalera/Rio Abiseo	Jenaro Herrera
<b>may</b>	C. Escalera	Jenaro Herrera
<b>jun</b>	Logistics	C. Escalera
<b>jul</b>	Pacaya	C. Escalera
<b>ago</b>	Pacaya	Pacaya
<b>set</b>	Pacaya	Pacaya
<b>oct</b>	Pacaya	Pacaya
<b>nov</b>	Photos	Pacaya
<b>dic</b>	Photos	Pacaya
<b>2018 ene</b>	Allpahuayo	Jenaro Herrera
<b>feb</b>	Photos	Jenaro Herrera
<b>mar</b>	Logistics	Pacaya
<b>abr</b>	Rio Abiseo	Pacaya
<b>may</b>	Rio Abiseo	Pacaya
<b>jun</b>	Rio Abiseo	Rio Abiseo
<b>jul</b>	Rio Abiseo	Rio Abiseo
<b>ago</b>	Rio Abiseo	Rio Abiseo
<b>set</b>	Photos	Rio Abiseo
<b>oct</b>	Photos	Rio Abiseo
<b>nov</b>	Workshop	





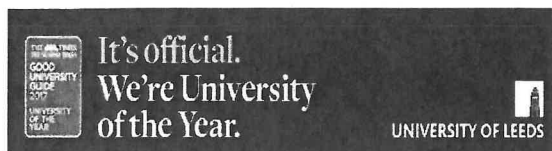
Brunswick Academic Collaboration Agreement (Long form)

## SCHEDULE 2

### THE CONTRACT (AWARD LETTER)



FSC - G&BMF Grant  
Agreement 5349 - 24



# Brunswick Academic Collaboration Agreement (Long form)

## SCHEDULE 3

### BREAKDOWN OF COSTS TO COLLABORATORS

Cost (x 1000 USD)	2017		2018		Total
	Invoice 1	Invoice 2	Invoice 3	Invoice 4	
Field campaign	91.25	91.25			182.50
Staff	30.50	30.50	30.50	30.50	122.00
Additional travel/subsistence	2.00				2.00
Others (computing)	4.00				4.00
Grant administration	12.50	12.50	3.05	3.05	31.10
<b>TOTAL</b>	<b>140.25</b>	<b>134.25</b>	<b>33.55</b>	<b>33.55</b>	<b>341.60</b>

IIAP shall invoice the Lead Organisation at six (6) monthly intervals in advance on the basis of anticipated expenditure against the budget headings listed in this Schedule 3 over the forthcoming six (6) months, and the Lead Organisation shall pay IIAP within 30 days of said invoices, subject always to receipt of funds from the Funding Body. At the end of each six-month period, IIAP should acquit the preceding invoice.

Invoices may be sent by email to the University's Accounts Payable department, at [apinvoice@leeds.ac.uk](mailto:apinvoice@leeds.ac.uk), quoting the above reference number reference RG.GEOG.109626.

A copy should also be sent to [FOE-Postaward@leeds.ac.uk](mailto:FOE-Postaward@leeds.ac.uk) for the Faculty's records.