

THIS AGREEMENT dated

is made **BETWEEN:**

- (1) **IMPERIAL COLLEGE OF SCIENCE, TECHNOLOGY & MEDICINE** whose administrative offices are at Exhibition Road, London SW7 2AZ UK (hereinafter “Lead Party”);
- (2) **PANCASILA UNIVERSITY** whose administrative offices are at Jl. Raya Lenteng Agung No. 56-80, RT 1/RW 3, Srengseng Sawah, Jakarta Selatan, 12640 (hereinafter “CEPHAS” or “Collaborating Party”); and
- (3) **ERASMUS UNIVERSITY** whose administrative offices are at XXX, (hereinafter “xxx” or “Collaborating Party”)

each a “Party” and collectively “the Parties”

WHEREAS

- A. The Lead Party was an applicant in a proposal to the National Institute of Health Research (“the NIHR”) for a research project called “What is the cost of poor quality medicine? Estimating the prevalence, health impact and economic cost of substandard and falsified medicines in Indonesia in the age of Universal Health Coverage” (“the Project” or “Unit”) as set out in Schedule 1; and
- B. The Lead Party has been provided with an NIHR award from the Secretary of State for Health (“the Authority”) and has received a contract to carry out the Project and this is set out in Schedule 2 (“the Contract”); and
- C. The Lead Party wishes the Collaborating Parties to carry out a portion of the Project as envisaged in the proposal and develop the relationship among Parties.

This Agreement sets out the terms under which the Parties shall perform the Research:

1. DEFINITIONS

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

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|------------------------------------|---|
| ‘the Authority’ | shall mean the Secretary of State for Health. |
| ‘Arising Intellectual Property’ | shall mean any Intellectual Property which is generated or first reduced to practice by any Party or Parties directly as a result of the work undertaken in accordance with this Collaboration Agreement. |
| ‘Background Intellectual Property’ | shall mean any Intellectual Property excluding Arising Intellectual Property owned or controlled by any Party prior to commencement of or independently from the Project, and which the owning Party contributes or uses in the course of performing the Project. |

‘Confidential Information’	shall mean any information provided by one party, including Background Intellectual Property, disclosed by one Party to the others for use in the Project and any Arising Intellectual Property in which that Party owns the Intellectual Property.
‘Intellectual Property’	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.
"OECD"	means the Organisation for Economic Co- operation and Development.
"ODA"	means Official Development Assistance, including ODA administrative costs, as defined by the OECD from time to time.
‘Principal Investigator’ or ‘‘Unit Director’’	shall be Dr Katharina Hauck at the Lead Party, or his/her successor as agreed by the Authority.
‘Research Data’	shall mean any and all data and existing results and information generated under or related to the Project without limitation, the results of experiments, tests and trials, quality control data, analyses, reports and submissions.
‘Research’	shall mean the research task allocated to each of the Collaborating Parties, as defined in the Project at Schedule 1.
‘Research Period’	shall be from 1 November 2020 to 30 October 2023.

In this Agreement, references to Clauses and Schedules refer to clauses and schedules of this Agreement; and the singular form of any word includes the plural, and vice versa, as required by the context.

Any definitions in this Agreement will be defined as in Contract unless expressly stated otherwise.

THE PARTIES HEREBY AGREE

2. ENTRY INTO THE PROJECT

- 2.1. An entity becomes a Party to this Agreement upon signature of this Agreement by a duly authorised representative.
- 2.2. This Agreement shall have effect from the Effective Date identified at the beginning of this Agreement.
- 2.3. An entity joining this Agreement other than through signature by its authorised representative at Section 20 becomes a Party to the Agreement upon signature of the accession document (Schedule 4) by the new Party and the Lead Party. Such accession shall have effect from the date identified in the accession document.

3. TERM

- 3.1. This Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under the Agreement.
- 3.2. However, this Agreement or the participation of one or more Parties to it may be terminated in accordance with the terms of this Agreement (clause 17).

4. THE PROJECT

- 4.1. The Parties shall undertake the Project, as described in Schedule 1 of this Collaboration Agreement including any modifications, deletions or expansions approved in writing by all Parties, in accordance with the provisions of this Agreement and in such a way as to enable the Lead Party to comply with the Lead Party's obligations under the Contract. The Parties to this Collaboration Agreement agree to be bound by the terms and conditions of the Contract, which form part of this Collaboration Agreement; except that provisions of the Contract that exclusively apply to Lead Party and/or other parties to the Contract. In the event of any conflict between the terms of this Agreement and the terms of the Contract, then the terms of the Contract will prevail.
- 4.2. Without constituting any kind of warranty, each Party undertakes to take part in the efficient implementation of the Project, and to cooperate, perform and fulfil, promptly and on time, all of its obligations under the Agreement and as may be reasonably required from it and in a manner of good faith as prescribed by law.
- 4.3. The Project shall be performed by or under the direction and supervision of the Principal Investigator and Co-investigator(s) as listed in the proposal to the Authority.
- 4.4. In respect of the Research, 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 and to the highest academic standards, 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. For the avoidance of doubt, nothing in this clause purports to permit any Party to reverse engineer or otherwise analyse any of the materials provided to it under this Collaboration Agreement except in accordance with the provisions of this Collaboration Agreement and to the extent applicable by law.
- 4.5. In accordance with clause 3.5 of the Contract, the Parties must ensure that the Research is:

- 4.5.1. primarily relevant to near-term or long-term benefits to the health or prosperity of low or middle income countries as defined by the OECD from time to time;
 - 4.5.2. performed in accordance with the Authority's policy on the provision of ODA as published and updated from time to time; and
 - 4.5.3. performed and administered in particular (but without limitation) in accordance with the conditions applicable to ODA funding as set out by OECD guidance as published and updated from time-to-time (e.g. Is it ODA? Factsheet November 2008).
- 4.6. In accordance with clause 3.9 of the Contract, the Parties will use all reasonable endeavours to comply with the guidance and advice on informatics initiatives which may be issued by the Authority from time to time
 - 4.7. If the Lead Party agrees to act as a sponsor for the Project as agreed at Project registration and each party will accept the obligations of the sponsor which are required to fulfil the requirements of the Project and enter into separate clinical trial agreement with the Lead Party to cover any clinical activity.
 - 4.8. Each Party shall ensure all Research performed will be conducted in compliance with local legislation and to a standard equivalent to the UK regulatory regime.
 - 4.9. Each Party shall ensure where clinical activity is to be undertaken that all necessary local ethical and regulatory approvals are in place at the commencement of any work on the Project.
 - 4.10. Each Party undertakes to notify promptly, in accordance with the governance structure of the Project, any significant information, fact, problem or delay likely to affect the Project.
 - 4.11. Each Party shall promptly provide all information reasonably required by the Lead Party or by other Parties to carry out its tasks.
 - 4.12. Each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties.
 - 4.13. The Parties shall permit the Authority to conduct a site visit upon request.
 - 4.14. Each Party will comply with all reasonable requests to ensure that the Lead Party is able to comply with the monitoring and reporting requirements of the Contract including but not limited to, the provision of (i) case studies up to 5 years after the contract end date and (ii) the final report within 60 days of the Completion Date of the Contract.

PROJECT MANAGEMENT

- 4.15. The Lead Party will nominate seven (7) members from the Lead Party to the Steering Committee to represent the scientific disciplines contributing to the Projects. In addition, each of the 5 participating South Asia regions (Bangladesh, India North, India South, Pakistan, Sri Lanka) shall appoint one individual to the Steering Committee. Identification of the nominated individuals shall be done collaboratively by the Party(s) from the respective regions. In the unlikely event that a specific region cannot reach agreement over its representative, the Unit Director will adjudicate. Each nominated individual (and any changes thereto) shall be notified in writing to the other Parties. In addition each Party to this Agreement shall be entitled, but not bound, to appoint an additional individual to the Steering Committee to act as an observer. An observer appointed in such a manner shall be entitled to attend, but not vote, at meetings of the Steering Committee.
- 4.16. The responsibilities of the Steering Committee are to advise and assist the Unit Director with:
- a) the prioritisation and design of the Projects;
 - b) the implementation conduct management and evaluation, of the Projects;
 - c) the dissemination of the results arising from the Projects;
 - d) the review of the proposed amendments to the agreed work plans;
 - e) the review of the new work plans.
- 4.17. The quorum for a meeting of the Steering Committee shall be not less than 50% of the Parties to this Agreement (or their proxies) at least one of whom must have been nominated by the Lead Party and one by a Collaborator.
- 4.18. Dr Katharina Hauck is hereby appointed as the chair of the Steering Committee (the “Chair”).
- 4.19. The Steering Committee will meet every six (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. Minutes of the meetings of the Steering Committee shall be drafted by the Chair and transmitted to the Parties without delay and in any event within 15 days of the meeting. The minutes shall be considered as accepted by the Parties if, within thirty (30) days from receipt, no Party has objected in writing to the Project Manager. The Project Manager will prepare progress reports as required by the Lead Party and a draft of each report will be circulated to each member of the Steering Committee along with the written notice for the relevant meeting.
- 4.20. Each member of the Steering Committee shall have one vote. Decisions will be taken by a majority vote of a meeting of the Steering Committee except for those decisions specified elsewhere in the Agreement. In the event of a tied vote under this Clause, the Chair shall have the casting vote.
- 4.21. The Unit Director will appoint a Project Manager.
- 4.22. The Project Manager will:

- 4.22.1. attend Steering Committee meetings at the request of the Chair;
- 4.22.2. be the primary contact for and with the Lead Party and the Authority;
- 4.22.3. be responsible to the Unit Director for the day-to-day management of the Project;
- 4.22.4. be responsible for financial administration of the Project as required in the Contract;
- 4.22.5. be responsible for implementing decisions taken by the Director and Steering Committee; and
- 4.22.6. monitor the progress of the Project with respect to milestones and deliverables.

5. PAYMENT

- 5.1. The Authority has undertaken to provide funding for the Project and the Lead Party shall act as recipient of the funding for the Parties. The sole financial obligation of the Lead Party under this Agreement shall be to forward the payments allocated to the other Parties. The Lead Party and the Collaborator will agree and execute a Project Budget Agreement in the format substantially the same as set out in Schedule 3 of this Agreement prior to any work commencing and prior to any payment being made.
- 5.2. In the event that the Authority requires the 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 Collaborating Party, the Collaborating Party hereby agrees to reimburse the Lead Party the sum received by the Collaboration Party together with any interest charged thereon.
- 5.3. Each Party shall ensure sound financial management of the funds received under this Agreement and maintain good and accurate records of all expenditure claimed and work undertaken for inspection by or on behalf of the Lead Party or The Authority. In particular, each Party agrees to adhere to clause 4.6- 4.8 of the Contract.
- 5.4. Each Party agrees to grant the Authority and to any statutory or regulatory auditor of the Authority and to its or their authorised agents the right of reasonable access to (and if necessary to copy) the relevant financial records and/or other information relating to financial records during normal business hours which shall mean 9am -5pm Monday to Friday excluding Bank Holidays as specified by The Bank of England for the duration of the Research Period and for a period of six (6) years after the end of the Research Period.
- 5.5. If the Lead Party reasonably believes that the Project research undertaken or proposed to be undertaken by a Collaborating Party is deficient or not to the standard described in Schedule 1, it shall formally notify that Party in writing at the earliest possible opportunity, discuss the matter with it and give it clear indications as to how the Project has been deficient. After such discussions, the Party in question shall remedy any agreed faults within an agreed, reasonable time, not generally to exceed 21 working days unless otherwise agreed. Once the Lead Party has formally notified a Collaborating Party of any such deficiencies, it shall be entitled to withhold payment of those parts of invoices which relate to the work identified as being deficient. Once the quality of the work has been deemed to be satisfactory (acting reasonably) again by the Lead Party, it shall promptly pay any unpaid invoices which remain outstanding.

- 5.6. Should a Collaborating Party not be able to remedy the above faults within the period agreed with the Lead Party, the Lead Party shall be entitled to terminate this Agreement forthwith. If such a Collaborating Party feels that the research which it has undertaken is not at fault or that the Lead Party is unfair in its judgement of the quality of the research, and the Parties are unable to agree the matter amicably between themselves, the matter, including, if appropriate, what amounts the Party should be paid for the Project undertaken to date, shall be resolved by the mechanism provided under clause 21.8.

6. PUBLICATION and CONFIDENTIALITY PROCEDURES

- 6.1. The recipients of Confidential Information (the “Recipient(s)”) hereby undertakes;
- 6.1.1. not to use Confidential Information otherwise than for the purpose for which it was disclosed;
 - 6.1.2. not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;
 - 6.1.3. to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis;
 - 6.1.4. to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations
- 6.2. The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care
- 6.3. Each Party shall promptly advise the other Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.
- 6.4. No Party shall incur any obligation under clause 6.1 with respect to information which:
- 6.4.1. is known to the receiving Party before the start of the Research Period, and not impressed already with any obligation of confidentiality to the disclosing Party; or
 - 6.4.2. is or becomes publicly known without the fault of the receiving Party; or
 - 6.4.3. 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
 - 6.4.4. is independently developed by the receiving Party; or
 - 6.4.5. is approved for release in writing by an authorised representative of the disclosing Party; or

- 6.4.6. the receiving Party is specifically required to disclose in order to comply with applicable laws or regulations or 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.
- 6.5. If any Party receives a request under the Freedom of Information Act 2000 to disclose any Confidential Information, it will notify and consult with the other Parties. The other Parties will respond within five working (5) days after receiving notice if the notice requests assistance in determining whether or not an exemption in that Act applies.
- 6.6. Medical Confidentiality
 - 6.6.1. The Parties agree to adhere to the local principles of medical confidentiality in relation to patients involved in the Project. Personal data (as defined in the Data protection Act 1998 or local laws) shall not be disclosed save where this is required directly or indirectly to satisfy the requirements of the Project or for the purpose of monitoring or Adverse Event reporting and subject always to compliance with the Data Protection Act 1998 and/or local laws on medical confidentiality.
 - 6.6.2. The Collaborating Party shall not disclose the identity of patients to third parties without prior written consent of the patient except in accordance with the provisions of the Data Protection Act 1998 and/or local laws.
 - 6.6.3. The obligations of this Clause 6.6 in respect of Medical Confidentiality shall remain in force without limit in time

Publications:

- 6.7. 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.
- 6.8. Subject to the written consent of the Authority or Lead Party and in accordance with the terms of the Contract, all employees, students, agents or appointees of the Parties shall be permitted:-
 - 6.8.1. to publish results, jointly where applicable, obtained during the course of work undertaken as part of the Project; and
 - 6.8.2. in pursuance of the Parties' academic functions, to discuss work undertaken as part of the Project in internal seminars and to give instruction within their organisation on questions related to such work.
- 6.9. All publications arising from the Project shall give due credit to the Parties involved and shall also acknowledge the participation of the Authority, unless requested to the contrary by the Lead Party or the Authority with regard to itself. Each Party will use all reasonable endeavours to submit material intended for publication to the Lead Party in writing not less than sixty (60) days in advance of the submission for publication. The publishing Party may be required to delay submission for publication if in the Lead Party's opinion such delay is necessary in order for that the Lead 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 Lead Party shall not last longer than is absolutely necessary to seek the required protection; and therefore shall not exceed six (6) months from the date of receipt of the material by such Party, although the publishing Party will not unreasonably refuse a request from the Lead Party for additional delay in the event that property rights would otherwise be lost. Notification of the requirement for delay in submission for publication must be received by the publishing Party within sixty (60) days after the receipt of the material by the Lead Party, failing which the publishing Party shall be free to assume that the Lead Party has no objection to the proposed publication.

- 6.10. The provisions of Clause 6.1, 6.2 and 6.5 shall survive for a period of five (5) years from the date of termination of this Collaboration Agreement.
- 6.11. The Parties must notify the Authority's Representative of any intention to issue a press release (whether it will be issued by the Lead Party or any other party) at least fourteen (14) calendar days prior to any press release issued by it or on its behalf, directly related to the Research or Foreground IP, Arising Know How or Research Data or of matters arising from such Research. The Party shall send one draft copy of the proposed press release to the Authority's representative at least fourteen (14) calendar days before the date intended for release. For the avoidance of doubt this obligation shall continue in full force and effect following expiry of the Research Period.
- 6.12. In order to reflect the Authority's position on open access to research materials, where research materials recording the outcome of the Research or of a Research Project or details of the progress of the Research or of any Research Project are submitted for publication, the Parties shall either:
 - 6.12.1. subject to confidentiality requirements and to applicable data protection considerations, make all information and data (including but not limited to Research Data) on which the research materials are based available on an open access basis; or
 - 6.12.2. include a statement with the research materials detailing how such information and data can be accessed.

Publicity

- 6.13. No Collaborating Party shall make a public statement in particular media announcement or display or by putting on any website or oral presentation to meetings where the Results are likely to be reported by the media without the prior written consent of the Authority.
- 6.14. Nothing in this Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Parties or any of their logos or trademarks without their prior written approval.
- 6.15. A Party shall not include in any dissemination activity another Party's Results or Background without obtaining the owning Party's prior written approval, unless they are already published.
- 6.16. The objecting Party can request a publication delay of not more than 90 calendar days from the time it raises such an objection. After 90 calendar days the publication is

permitted, provided that Confidential Information of the objecting Party has been removed from the Publication as indicated by the objecting Party.

- 6.17. The Parties shall comply with guidance and advice from the Authority on branding and publicity which may be issued from time to time including, but not limited to, permitted use of the NIHR, GHR, and Department of Health brands, names and logos and ensuring all branding references to the GHR are prefixed with the term "NIHR".
- 6.18. The Parties undertake to obtain an assignment to the Authority of any Intellectual Property rights in the Report. The Parties shall provide the Authority with all appropriate details, including proof that the Party has obtained such an assignment and details of the acknowledgements required by owners of the rights assigned.

7. INTELLECTUAL PROPERTY OWNERSHIP

- 7.1. For the avoidance of doubt all Background Intellectual Property used in connection with the Project shall remain the property of the Party introducing the same. No Party will make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the ownership or use of any of the Background Intellectual Property of the other parties except under the terms of this Collaboration Agreement. Each Party acknowledges and confirms that nothing contained in this Collaboration Agreement shall give it any right, title or interest in or to the Background Intellectual Property of the other Parties save as granted by this Collaboration Agreement.
- 7.2. Each Party grants the others 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.
- 7.3. The Collaborating Party(ies) acknowledge that, under the provisions of the Contract, the Authority has certain rights to Research Data and Arising Intellectual Property under Clause 16.6 and 17 of the Contract and therefore:
 - 7.3.1. the Collaborating Party(ies) hereby grants to the Lead Party, for the Lead Party to grant to the Authority, all necessary rights for the Authority to use the Collaborating Party(ies)'s Background Intellectual Property to the extent necessary to enable the Authority to exercise those rights to Arising Intellectual Property and a qualified licence back to the Authority as per 16.2. of the Contract; and
 - 7.3.2. All Arising Intellectual Property and Research Data shall belong to the Lead Party. The Lead Party shall exploit any Research Data and Arising Intellectual Property in accordance with the terms of the Contract including, but not limited to clauses 16 and 17.
- 7.4. The Parties shall not enter into any agreements with any third party that:
 - 7.4.1. limits or restricts the use of Research Data held by the Collaborating Parties or Lead Party; and/or
 - 7.4.2. grants any form of exclusivity to a third party.

provided that the Authority recognizes that a third party that has supported the generation of Research Data may have a legitimate interest in limited exclusivity and therefore the Authority acknowledges that nothing in this clause 7.4 is intended to prevent the provision of Research Data directly related to Background IP provided by a third party to that third party on an exclusive basis for a reasonable period of no longer than 18 months and subject always to Authority consent to third party use of Foreground IP or Arising Know How or Research Data.

- 7.5. In accordance with clause 16.6 of the Contract, each Collaborating Party hereby grants to the Authority a non-exclusive, irrevocable, non-transferable, royalty-free licence with the right to grant sub-licences to Health Service Bodies or others directly engaged in providing Health Care permitting the Authority, to use and publish;
- 7.5.1. any information relating to the Research which is not Confidential Information of the Lead Party
 - 7.5.2. any Arising Intellectual Property
 - 7.5.3. Data
 - 7.5.4. Reports
 - 7.5.5. Arising Know How; and
 - 7.5.6. conclusions arising from the Project

and in each case, the Authority intends to exercise this right only where in the Authority's reasonable opinion the Collaborating Party is not appropriately managing, disseminating or using such items and in each case the Authority is permitted to use or make available such items as it sees fit in support of the development, promotion or provision of Health Care or for any other purpose that is not a Commercial Use.

- 7.6. Each Party is hereby granted by the Lead Party a non-exclusive, irrevocable, non-transferable, royalty-free licence to use all Data and Arising Intellectual Property generated in the course of the Project for academic teaching, research purposes and for non-commercial clinical purposes.
- 7.7. If any Party (the "Exercising Party") requires the use of Background Intellectual Property of any other (the "Other Party") in order to exercise its rights in Arising Intellectual Property then, provided the Other Party is free to license the Background Intellectual Property 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 Intellectual Property for the purpose of exercising its rights in Arising Intellectual Property.
- 7.8. Each Party shall ensure that it secures ownership of all Data and Arising Intellectual Property generated by its employees, students and/or agents under the Project.

EXPLOITATION OF INTELLECTUAL PROPERTY

- 7.9. Unless agreed otherwise, the Lead Party shall undertake the timely prosecution and maintenance of all Intellectual Property in the Results on behalf of the Collaborators and subject always to Authority consent.

- 7.10. Each Party shall promptly disclose to the Lead Party all Arising Intellectual Property generated by it and each Party shall co-operate with the Lead Party, where required, in relation to the preparation and prosecution of patent applications and any other applications relating to Arising Intellectual Property.
- 7.11. In the event that any of the Parties are individually or jointly responsible for generating Intellectual Property in the Results, and such Intellectual Property generates or has the potential to generate commercial revenue, in accordance with the inventive contribution respectively made by each Party to such Intellectual Property, the Party shall be entitled to commercial revenue proceeds in respect of their inventive contribution to the Intellectual Property.
- 7.12. The Parties agree that the process of commercialising the Intellectual Property shall be the responsibility of the Lead Party. The Parties will enter in to a revenue sharing agreement, where necessary to do so, to agree a fair and reasonable distribution of any commercialisation income arising from the Intellectual Property (after deduction of direct costs and reasonable fees).
- 7.13. The Parties agree to notify the Authority within six (6) months of receipt of disclosure of Foreground IP that may be protected by any form of registration and in the event that the Lead Party or, Collaborating Party(ies), decide not to protect the Foreground IP by applying to register the appropriate Foreground IP, the Lead Party or, Collaborating Party(ies), agree to communicate this decision to the Authority and the Authority shall have the right but not the obligation to take assignment of the Intellectual Property associated with the disclosure free of charge and to manage the associated Intellectual Property, save that the Lead Party or, Collaborating Party(ies), may reasonably request an extension of up to one (1) year from the date of any such notification under this Clause 7.13 to enable further validation or development of the Foreground IP prior to protection.
- 7.14. In the event that the Lead Party or, Collaborating Party(ies), elects to abandon prosecution of an application for registration of Intellectual Property protecting applications of the outcome of the Research or a Research Project, the Lead Party shall inform the Authority's Representative as soon as reasonably practical and in any event no less than two (2) months in advance of the patent application lapsing and the Authority shall have the right but not the obligation to take assignment of the Intellectual Property associated with the application free of charge and to manage its prosecution
- 7.15. The Collaborating Party acknowledges in the event that the Lead Party notifies the Authority of intended commercialisation under Clause 17.6 of the Contract, then the Lead Party should take due consideration of the Authority's attitude to access to essential health related technologies including medicines in the developing world. The Authority is mindful of the importance of the development and distribution of new health-related technologies for less developed countries. The Authority's policy on patenting is to prosecute patent applications in less developed countries only as necessary (for example, to provide development and marketing leverage for new products, or to exert leverage over global licensees). The Authority's policy on licensing is to grant licences with provisions that seek to increase the availability of medicines at affordable prices to less developed countries (examples include dividing up territories between a commercial and a not-for-profit partner, providing for developing world territories to revert to the institution if not exploited by the commercial partner or requirements for products to be supplied to the developing world at or close to cost).

8. EQUIPMENT

- 8.1. The Parties shall take all practical steps to purchase all materials and equipment required for the Project at a fair and reasonable price. The total amount available for purchasing equipment shall not exceed £5,000 (or local currency equivalent) per item unless prior written consent has been given by the Authority. It is acknowledged that material and equipment must be purchased for the purposes of the Research only and that it may be purchased by and/or for the Lead Party or Collaborating Party(ies). The Authority may inspect the original quotations and invoices issued to the Lead Party for equipment purchased in connection with the Research and recover any funds provided for the purchase if the Lead Party does not provide this documentation on request.

- 8.2. At the end of the Research Period, and after the final presentation of the final report required under Clause 22.2 of the Contract all equipment purchased for use on the Research with funds provided by the Authority shall:
 - 8.2.1. continue to be used for ODA eligible research for which it was originally purchased;
 - 8.2.2. become the property of the Lead Party or Collaborating Party as appropriate.

9. CORRUPT GIFTS OR PAYMENTS

- 9.1. The Parties shall not do, and shall use all reasonable efforts to ensure that any other party involved in the facilitation or performance of the Research does not do any of the following (referred to in this Clause as "prohibited acts"):
 - 9.1.1. offer, give or agree to give to any party (including but not limited to individuals, government authorities and corporate entities) any gift or consideration of any kind as an inducement or reward for doing or not doing (or having done or not having done) any act in relation to the obtaining or performance of this or any other contract with the Crown (as defined in the Contract) or the Research, or for showing or not showing favour or disfavour to any person in relation to this or any other contract with the Crown or that relates to the Research; and
 - 9.1.2. enter into this or any other contract relating to the performance of the Research in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before that contract is made particulars of any such commission and the terms and conditions of any such agreement for the payment of it have been disclosed in writing to the Authority.

- 9.2. If the Collaborating Parties, any of their employees, agents or any Sub-contractor, or anyone acting on its or their behalf, does any of the prohibited acts or commits any offence as the case may be under the UK Bribery Act 2010 or local legislation equivalent

with or without the knowledge of the Lead Party , in relation to this or any other contract with the Crown, the Authority shall be entitled:

- 9.2.1. to terminate the Contract immediately by giving notice in writing to the Lead Party and recover from the Lead Party the amount of any loss resulting from the termination;
- 9.2.2. to recover from the Lead Party the amount or value of any such gift consideration or commission; and
- 9.2.3. to recover from the Lead Party any other loss sustained in consequence of any breach of this Clause, whether or not the Contract has been terminated.

9.3. In exercising its rights or remedies under this Clause, the Authority shall:

- 9.3.1. act in a reasonable and proportionate manner having regard to such matters as the gravity of the prohibited act, and the identity of the person performing the prohibited act, and, the nature of the procedures and precautions previously put in place by the Lead Party to prevent such prohibited acts;
- 9.3.2. reserve the right to consult with an independent third party for advice and consideration of the case;
- 9.3.3. give all due consideration, where appropriate, to action other than termination of the Contract, including (without limitation to):
 - (a) requiring the Lead Party or Collaborating Party to procure the termination of this Agreement or any other a Sub-contract where the prohibited act is that of a Collaborating Party or Sub-contractor;
 - (b) requiring the Lead Party to procure the dismissal or removal from any involvement with any NIHR-funded Research of an employee (whether its own or that of a Collaborating Party or Sub-contractor) where the prohibited act is that of such employee.

10. FRAUD

10.1. The Parties shall take all reasonable steps, in accordance with Good Industry Practice, to prevent Fraud in connection with the receipt of monies from the Authority by any of the Parties' (including where appropriate its shareholders, members, directors), employees, agents or sub-contractors, or, any other party involved in the facilitation or performance of the Research.

10.2. The Parties shall notify the Authority immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.

10.3. If the Authority receives allegations of Fraud or has reasonable grounds to believe that Fraud has been committed in relation to this or any other contract with the Crown (including the Authority) the Authority may:

- 10.3.1. investigate, or appoint a nominee to investigate, allegations received by the Authority;

10.3.2. terminate the Contract immediately by giving notice in writing and recover from the Contractor the amount of any loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Research and any additional expenditure incurred by the Authority throughout the remainder of the Contract Period; or

10.3.3. recover in full from the Lead Party any other loss sustained by the Authority in consequence of any breach of this Clause.

11. TRANSPARENCY

The Parties acknowledge that the Authority supports the requirements of the International Aid Transparency Initiative (IATI Standard) and shall, at the Authority's reasonable request, provide all necessary assistance to enable the Authority to meet the IATI Standard which shall include the provision of all information and data necessary for the transparent, accurate, timely and comprehensive publishing of all data on all activities related to the delivery of development co-operation and humanitarian aid.

12. OFFICIAL DEVELOPMENT ASSISTANCE (ODA)

12.1. The Parties acknowledges that it is the Authority's intention that all monies paid to the Lead Party and in turn all Collaborating Parties will be properly categorised as ODA by the OECD.

12.2. The Parties shall undertake reasonable endeavours to ensure that all monies paid to the Collaborating Parties can properly be categorised as ODA by the OECD.

12.3. The Lead Party shall notify the Authority of any concern it has that monies paid to the Collaborating Parties cannot or may not be properly categorised as ODA by the OECD as soon as reasonably practicable.

12.4. If, as a consequence of the Contractor's breach or negligent performance or non-performance of this Contract, monies provided to the Contractor are not classified as ODA by the OECD, the Contractor shall repay to the Authority a sum equal to the amount which the OECD determines is not ODA. The exercise of the right under this clause 37.4 shall not affect the availability of any other remedy (contractual or otherwise) to the Authority.

13. EVALUATION

13.1. The Contractor shall provide all reasonable co-operation and assistance necessary to allow the Authority to meet the Secretary of State for Health's obligations under the International Development (Official Development Assistance Target) Act 2015 and the International Development (Reporting and Transparency) Act 2006. Such reasonable co-operation and assistance shall include but not be limited to:

13.1.1. the provision of all information requested by the Authority with the scope of the Research;

13.1.2. reasonable access to any of the Contractor's premises, records, data and to any equipment used (whether exclusively and non-exclusively) in the performance of the Research; and

13.1.3. access to the Contractor's personnel involved in the Research.

14. ASSIGNMENT

- 14.1. No Party will assign this Collaboration Agreement without the prior written consent of the other Parties and the Authority, such consent not to be unreasonably withheld, denied or delayed.
- 14.2. A Party that enters into a subcontract or otherwise involves third parties (including but not limited to Affiliated Entities in the Project remains responsible for carrying out its relevant part of the Project and for such third party's compliance with the provisions of this Consortium Agreement and of the Grant Agreement. It has to ensure that the involvement of third parties does not affect the rights and obligations of the other Parties under this Consortium Agreement and the Grant Agreement.

15. ADDITION OF NEW PARTIES

- 15.1. New parties may join the Project with the agreement of the Lead Party subject to Clause 15.2 by completing Schedule 4 Accession Document.
- 15.2. New parties shall be bound by the terms of this Agreement and such other conditions as the Steering Committee may specify.

16. WITHDRAWAL

- 16.1. Any Party (the "Withdrawing Party") may withdraw from the Project upon six (6) months prior written notice to the others, 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 Parties and the Authority. Such discussions to occur within three (3) months of submission by the Withdrawing Party of notice to withdraw, after which the Parties will confirm to the Withdrawing Party the official date of withdrawal ("Date of Withdrawal").
- 16.2. In the event of withdrawal of a Party, the Lead Party in collaboration with the other Parties will make all reasonable attempts to reallocate the obligations of the Withdrawing Party under this Collaboration Agreement to another existing Party or a new Party acceptable to the remaining Parties to this Collaboration Agreement and the Authority provided that such Party 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 Party shall discuss with the Authority the re-allocation or reimbursement of funds in accordance with the Contract.
- 16.3. The Withdrawing Party shall not from the Date of Withdrawal be entitled to recover any of its costs incurred in connection with the Research and shall, from the Date of Withdrawal, comply with any conditions that may be imposed pursuant to Clause 16.1 which shall include (without limitation);
 - 16.3.1. rights granted to the other Parties in respect of the Withdrawing Party's Background Intellectual Property shall continue for the duration of the Project solely for the purposes of carrying out the Project, subject to the restrictions contained in this Collaboration Agreement;

16.3.2. to the extent that exploitation of any other Party's/Parties' Arising Intellectual Property is dependent upon the Withdrawing Party's Background Intellectual Property, then the Withdrawing Party shall, to the extent that it is free to do so, grant to the other Party/Parties a non-exclusive licence to such Background Intellectual Property on fair and reasonable terms to be agreed;

16.3.3. the Withdrawing Party shall grant to the other Parties a non-exclusive, royalty-free licence to use the Withdrawing Party's Arising Intellectual Property for the purposes of carrying out the Project. For the avoidance of doubt any exploitation of such Withdrawing Party's Arising Intellectual Property will be dealt with in accordance with Clauses 7.10 and 7.11;

16.3.4. all rights acquired by the Withdrawing Party to the Background Intellectual Property and Arising Intellectual Property of the other Parties shall cease immediately.

17. TERMINATION

17.1. A Party (the 'Terminating Party') may terminate its involvement in this Collaboration Agreement by giving ninety (90) days prior written notice to the Lead Party who shall immediately notify the Authority of its intention to terminate if another Party (the 'Party in Breach') commits a material breach of the terms of this Collaboration Agreement, or is persistently in breach of this Collaboration Agreement in such a manner that the Terminating Party is hindered in its ability to carry out its obligations in the Project. The notice shall include a detailed statement describing the breach. If the breach is capable of being remedied and is remedied within the ninety (90) 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 ninety (90) day notice period, then termination shall also not be effective if the Party 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 ninety (90) day notice period in any event.

17.2. All rights acquired by the Terminating Party to Background Intellectual Property and Arising Intellectual Property of the other Parties shall cease immediately; the Terminating Party shall, however, continue to comply with the obligations under Clause 16.3.

17.3. Without prejudice to any other right or remedy a Party may have, this Collaboration Agreement may be terminated immediately in the event that the Contract is terminated, in which event Schedule 3 shall be amended accordingly and either (i) the Collaborating Party(ies) shall repay to the Lead Party any funds remaining from the amounts paid to it after it has taken into account all expenditure incurred and unavoidable, outstanding, reasonable commitments relating to the Project up to the date of termination, or (ii) the Lead Party shall make payments to the Collaborating Party(ies) to cover expenditure incurred and unavoidable, outstanding, reasonable commitments relating to the Project up to the date of termination which are not covered by the sums received by the Collaborating Party(ies) prior to termination, as the case may be, providing such funding is provided to the Lead Party by the Authority.

17.4. Each Party agrees to notify the other Party(ies) promptly if at any time their key academic is unable or unwilling to continue the direction and supervision of the Research. Within sixty (60) days after such incapacity or expression of unwillingness that Party shall nominate a successor to replace their key academic. The other Party 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 Party will be asked to withdraw from the Project in accordance with Clause 16.2; or (ii) this Collaboration Agreement may be terminated by giving ninety (90) days' written notice to the other Party(ies).

- 17.5. The Lead Party agrees to notify the Collaborating Party(ies) promptly if at any time the Principal Investigator is unable or unwilling to continue the direction and supervision of the Project. Within sixty (60) days after such incapacity or expression of unwillingness the Lead Party shall nominate a successor to replace the Principal Investigator. The Collaborating Party(ies) will not decline unreasonably to accept the nominated successor. However, if the successor is not acceptable to the Collaborating Party(ies) on reasonable and substantial grounds, then the Lead Party may terminate this Collaboration Agreement by giving ninety (90) days' written notice to the other parties.
- 17.6. The expiration of the Research Period, or the termination of this Collaboration Agreement under Clauses 17.1, 17.4 or 17.5, shall cause the termination with effect from the date of expiry or termination of the obligations imposed on the Parties under Clause 4.
- 17.7. In addition to the remedies contained in Clause 16 (Withdrawals); in the event that any Party shall commit any material breach of or default in any terms or conditions of this Collaboration Agreement, the non-defaulting Parties may by unanimous vote decide to instruct the Lead Party (or in the case of the Lead Party, the Hospital) to serve written notice of such breach on the defaulting Party and in the event that such Party fails to remedy such breach within ninety (90) days after receipt of such written notice (where such breach is remediable) the Parties may collectively, at their option and in addition to any other remedies which they may have at law or in equity, and with the approval of the Authority, remove the defaulting Party and continue with the Collaboration Agreement or terminate this Collaboration Agreement. Any removal of the defaulting Party shall be effective as of the date of the receipt of such notice, in respect of a breach incapable of remedy, and, otherwise at the end of the 90 day period referred to above, whereupon the provisions of Clause 7.3 shall apply to the defaulting Party.
- 17.8. If any Party (a) passes a resolution for its winding-up; or if (b) a court of competent jurisdiction makes an order for that Party's winding-up or dissolution; or makes an administration order in relation to that Party; or if any Party (c) appoints a receiver over, or an encumbrancer takes possession of or sells an asset of, that Party; or (d) makes an arrangement or composition with its creditors generally; or (e) makes an application to a court of competent jurisdiction for protection from its creditors generally; the remaining Parties 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 16.3 shall apply to the defaulting Party.
- 17.9. In the event that it is agreed by all the Parties and the Authority that there are no longer valid reasons for continuing with the Project the Parties may decide by unanimous vote to terminate this Collaboration Agreement. In the event of such termination each Party shall be reimbursed for all costs and non-cancellable commitments properly charged in accordance with this Collaboration Agreement and incurred or committed up to the date of termination, providing that such funds have been or are able to be recovered from the Authority. For the avoidance of doubt, no Party shall be required to contribute to any losses suffered by another Party in circumstances where costs have not been recovered from the Authority.

- 17.10. Termination or expiry of the Collaboration Agreement shall not affect the survival of any clauses or provisions herein which are stated, or which by their nature are intended, to continue after termination or expiry.

18. LIMITATION OF LIABILITY

- 18.1. 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.
- 18.2. No Party accepts any responsibility for any use which may be made of any work carried out under or pursuant to this Collaboration Agreement, or of the results of the Project, Intellectual Property nor for any reliance which may be placed on such work or results, Intellectual Property nor for advice or information given in connection with them.
- 18.3. 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 Parties (apart from claims based on fraud or wilful misconduct). This undertaking is intended to give protection to individual researchers: it does not prejudice any right which a Party might have to claim against any other Party.
- 18.4. 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.
- 18.5. The Lead Party has made a number of indemnities to the Authority as detailed in the Contract. Each of the Collaborating Parties hereby indemnifies the Lead Party in respect of any claims made by the Authority due to the actions or omissions of the respective Collaborating Party.
- 18.6. Except for the indemnity given in clause 18.5 and except for any liability arising from the wilful act or negligence of a Party, the maximum liability of a 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.
- 18.7. Nothing in this Collaboration Agreement limits or excludes either Party's liability for:
- 18.7.1. death or personal injury resulting from negligence; or
 - 18.7.2. any fraud or for any sort of other liability which, by law, cannot be limited or excluded.
- 18.8. If any sub-clause of this clause 18 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 18.
- 18.9. The terms of this Collaboration Agreement shall not be construed to amend or limit any Party's statutory liability

19. NOTICES

The Lead Party's and Collaborating Parties representatives for the purpose of receiving legal notices, reports and other notices shall until further notice be as stated in Schedule 5.

20. FORCE MAJEURE

- 20.1. 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).
- 20.2. If a Party affected by such an occurrence causes a delay of three (3) months or more, and if such delay may reasonably be anticipated to continue, then the Parties shall, in consultation with the Authority, discuss whether continuation of the Project is viable, or whether the Project and this Collaboration Agreement should be terminated.

21. GENERAL

- 21.1. 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.
- 21.2. 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.
- 21.3. 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 Party and the Authority of the investigation and its outcome. Where an allegation of research misconduct arises in respect of several Parties' participation in the Project, the relevant Parties will work together to determine how the allegation will be investigated and reported.
- 21.4. No Party shall use the name or any trademark or logo of any other Party or the name of any of its staff or students in any press release or product advertising, or for any other commercial purpose, without the prior written consent of the relevant Party(ies).
- 21.5. Except as otherwise expressly provided for herein, 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. It is acknowledged by the Parties that the Authority can exercise its rights under the Contract against the Collaborating Parties.
- 21.6. 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.

- 21.7. 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.
- 21.8. 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 two (2) 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.
- 21.9. If any one or more clauses or sub-clauses of this Collaboration Agreement would result in this Collaboration Agreement being prohibited pursuant to any applicable competition law then it or they shall be deemed to be omitted. The Parties shall uphold the remainder of this Collaboration Agreement, and shall negotiate an amendment which, as far as legally feasible, maintains the economic balance between the Parties.
- 21.10. 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.

AS WITNESS:

The Parties have caused this Collaboration Agreement to be duly signed by the undersigned authorised representatives in as many separate signature pages per Party as there are Parties the day and year first above written.

EXECUTED as an agreement:

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

Name:

Position:

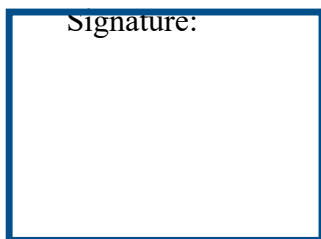
Signature:

SIGNED for and on behalf of
PANCASILA

Name: Prof. Dr. Wahono Sumaryono, Apt.

Position: Rector of Universitas Pancasila

Signature:



SIGNED for and on behalf of

ERASMUS

Name: Prof. dr. W.B.F. Brouwer

Position: Dean ESHPM a.i.

Signature:



Schedules:

- Schedule 1: The Project (including Research)
- Schedule 2: The Contract
- Schedule 3: Breakdown of costs to Collaborating Parties
- Schedule 4: Accession Document
- Schedule 5: Notices

Schedule 1 – The Project



NIHR

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Schedule 2: The Contract



ResearchFundingC
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Schedule 3:

PROJECT BUDGET AGREEMENT

1. Payments to the Collaborating Parties shall be made quarterly in arrears.
2. Collaborating Parties shall submit to the Lead Party:
 - a. copies of receipts and supplier invoices, and other supporting documentation for every fund transfer request, and
 - b. financial transaction listings to accompany fund transfer requests,
3. Financial Reporting shall be carried out according to the template in Schedule 6.

Universitas Pascansila	
Salaries & Studentships	713,896.79
Conference, Travel	366,783.05
Equipment	1,713.89
Community engagement & involvement	38,891.16
Other Direct Costs	96,799.39
Indirect Costs	78,168.00
Total Budget	1,296,252.28

Erasmus University	
Salaries & Studentships	51,690.00
Conference, Travel & Subsistence	12,720.00
Total budget	64,410.00

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

Name:

Position:

Signature:

SIGNED for and on behalf of
PANCASILA

Name: Prof. Dr. Wahono Sumaryono, Apt.

Position: Rector of Universitas Pancasila

Signature:



SIGNED for and on behalf of

ERASMUS

Name: Prof. dr. W.B.F. Brouwer

Position: Dean ESHPM a.i.

Signature:

A handwritten signature in black ink, consisting of a stylized 'W' followed by a horizontal line that curves upwards and ends in a small dot.

Schedule 4 : Accession document

Collaboration Agreement, version [..., YYYY-MM-DD]

[OFFICIAL NAME OF THE NEW PARTY AS IDENTIFIED IN THE Collaboration Agreement]

hereby consents to become a Party and Collaborating Party to the Collaboration Agreement identified above and accepts all the rights and obligations of a Party and a Collaborating Party starting [date], subject to acceptance by the Authority of the request for amendment to the Collaboration Agreement to add [the name of the new Party] as a beneficiary from such date.

[OFFICIAL NAME OF THE COORDINATOR AS IDENTIFIED IN THE Agreement]

hereby certifies that the consortium has accepted in the meeting held on [date] the accession of [the name of the new Party] to the consortium starting [date], subject to acceptance by the Funding Authority of the request for amendment to the Agreement to add [the name of the new Party] as a beneficiary from such date.

This Accession document has been done in 2 originals to be duly signed by the undersigned authorised representatives.

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s) Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s) Name(s)

Title(s)

Schedule 5: Notices

Lead Party:

For legal notices:

Head, Research Contracts
Joint Research Office
Imperial College London
AHSC Directorate Office
1st Floor, North Corridor
Hammersmith Hospital
Du Cane Road
London, W12 OHS

For Study reports and notifications:

Dr Katharina Hauck
Imperial College London
Exhibition Road
South Kensington Campus
London
SW7 2AZ

The Collaborating Party's representative for the purpose of receiving reports and other notices shall until further notice be:

Collaborating Party

For legal notices: Dr. Ricca Anggraeni, SH.,MH

For Study reports and notifications: Dr. Yusi Anggriani, MPH, Apt.

Collaborating Party

For legal notices:

For Study reports and notifications:

Schedule 6: Financial Reporting Template



Appendix C_
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