

ACADEMIC COLLABORATION AGREEMENT (LONG FORM)

THIS AGREEMENT dated *25th July, 2013* is made **BETWEEN:**

- (1) **THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE** whose administrative offices are at The Old Schools, Trinity Lane, CB2 1TN (hereinafter "Lead Collaborator");
- (2) **THE RECTOR, PROFESSORS, AND RESEARCHERS OF ILIA STATE UNIVERSITY** whose administrative offices are based at 5 Cholokashvili Street, Tbilisi 0162, Georgia (hereinafter "Collaborator")
- (3) **ANIMAL HEALTH AND VETERINARY LABORATORIES AGENCY** whose administrative offices are based at Weybridge, UK (hereinafter "Collaborator")
- (4) **RICHARD G. LUGAR CENTER FOR PUBLIC HEALTH RESEARCH** whose administrative offices are based at 16 Kakheti Highway, Tbilisi 0190, Georgia (hereinafter "Collaborator")
- (5) **LABORATORY OF THE MINISTRY OF AGRICULTURE** whose administrative offices are based at 65 Godziashvili Street, Tbilisi 0159, Georgia (hereinafter "Collaborator")
- (6) **NATIONAL CENTRE FOR DISEASE CONTROL AND PUBLIC HEALTH**, whose administrative offices are based at 9, M. Asatiani Street, Tbilisi 0186, Georgia (hereinafter "Collaborator")

each a "Party" and collectively "the Parties"

WHEREAS

- A. The Lead Collaborator was the lead applicant in a proposal to the Defence Threat Reduction Agency, for a research project called "Ecology and evolution of avian influenza virus in wild birds in Georgia and the establishment of the population genetics structure of a host species" ("the Project") as set out in Schedule 1; and
- B. The Collaborator(s) was a co-applicant 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 Collaborator to carry out the Project and this is set out in Schedule 2 ("the Contract"); and
- D. The Lead Collaborator wishes the Collaborator(s) to carry out a portion of the project as envisaged in the proposal to the Funding Body.

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.

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

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 Collaborator, as defined in the Project at Schedule 1
‘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
‘Co-investigator(s)’	shall be Professor Gigi Tevzadze, Anna Zhvania, Givi Merabishvili and Professor Ian Brown at the Collaborator(s)
‘Confidential Information’	shall mean any 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. It also means all confidential, non-public or proprietary information regardless of how the information is stored or delivered, exchanged between the Parties before, on or after the date of this Collaboration Agreement relating to the business, technology or other affairs of the Party providing the information
‘Funding Body’	shall mean Defence Threat Reduction Agency
‘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.
‘Principal Investigator’	shall be Dr Nicola Lewis at the Lead Collaborator, or her successor as agreed by the Funding Body

- ‘Project Manager’ shall mean the person appointed by the Parties to project manage the Project and this Collaboration Agreement. The Project Manager shall be Dr Nicola Lewis.
- ‘Project Period’ shall be from 15th of May 2013 to the 14th of May 2016

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.

THE PARTIES HEREBY AGREE

2. THE PROJECT

- 2.1 Subject to Funder making the payments under Clause 3, 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 approved in writing by all 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 Collaborator and/or other parties to the Contract 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-investigator(s) 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. 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.
- 2.4 This clause is not required
- 2.5 Where an employee of the Lead or Collaborator(s) is going to be based at another Institution’s premises for the purposes of undertaking all or some of the Project, the Parties shall liaise to put in place the necessary documentation as follows:
- (a) if employee is intended to return to their own Institution following the completion of their work on the Project to fulfil an identified role within their own Institution, to provide for the secondment of the employee to the host Institution; or

(b) for the transfer of the employee's employment to that Institution on terms to be agreed in writing by the relevant Parties.

3. PAYMENT

- 3.1 The Funding Body has undertaken to provide funding for the Project and the Lead Collaborator shall act as recipient of the funding for the Parties. The sole financial obligation of the Lead Collaborator under this Agreement shall be to forward the payments allocated to the other Parties, in accordance with Schedule 3 of this Agreement.
- 3.2 In the event that the Funding Body requires the reimbursement by the Lead Collaborator of any sums paid under this Collaboration Agreement, then to the extent that such requirement arises from the acts or omissions of a Collaborator, the Collaborator hereby agrees to reimburse the Lead Collaborator the sum received by the Collaborator together with any interest charged thereon.

4. PUBLICATION AND CONFIDENTIALITY PROCEDURES

- 4.1 Subject to the terms of the Contract and to Clauses 4.4 and 4.5, each Party will use all reasonable endeavours not to disclose to any third party, except that the Lead Collaborator may disclose to the Funding body, any Confidential Information of the other Party 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 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.

Publications:

- 4.4 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.
- 4.4.1 This Collaboration Agreement shall not prevent or hinder registered students of any Party from submitting for degrees of that Party 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.
- 4.4.2 In accordance with normal academic practice and subject to the terms of the Contract, all employees, students, agents or appointees of the Parties (including those who work on the Project) shall be permitted:-
- 4.4.2.1 following the procedures laid down in Clause 4.5, to publish results, jointly where applicable, obtained during the course of work undertaken as part of the Project; and
- 4.4.2.2 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.
- 4.5 Each Party will use all reasonable endeavours to submit material intended for publication to the other Parties in writing not less than thirty (30) days in advance of the submission for publication. The publishing Party may be required to delay submission for publication if in any other Party'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 Party shall not last longer than is absolutely necessary to seek the required protection; and therefore shall not exceed three (3) months from the date of receipt of the material by such Party, although the publishing Party will not unreasonably refuse a request from the other 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 thirty (30) days after the receipt of the material by the other Party, failing which the publishing Party shall be free to assume that the other Party has no objection to the proposed publication. For the avoidance of doubt, it is agreed between the Parties that co-authorship and/or acknowledgement shall be determined in accordance with normal academic practice.
- 4.6 The provisions of Clause 4.1 and 4.2 shall survive for a period of three (3) years from the date of termination of this Collaboration Agreement. The provisions of Clause 4.5 shall survive for a period of one year from the date of termination of this Collaboration Agreement.
- 4.7 The recipient Party must return to the disclosing Party all documents or other materials containing or referring to the disclosing Party's Confidential Information which are in

its possession, power or control or in the possession, power or control of persons who have received Confidential Information from it at any time if requested to do so by the disclosing Party.

4.8 A Party may not make press or other announcements or releases relating to this Collaboration Agreement or the transactions the subject of this Collaboration Agreement without the approval of the other Party to the form and manner of the announcement or release unless and to the extent that the announcement or release;

- (a) is required to be made by the Party by law or by a stock exchange; or
- (b) is made in the respective annual report of a Party or in the annual report of one of a Party's departments.

4.9 Any release of information relating to the Contract shall include the following statement;

"The Project or effort depicted was or is sponsored by the Department of the Defense, Defense Threat reduction Agency. The content of the information does not necessarily reflect the position or the policy of the Federal Government, and no official endorsement should be inferred."

For purposes of this provision, information includes news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association proceeding, symposia, etc.

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 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. The Parties agree that any improvements or modifications to a Party'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 Party's Background Intellectual Property.

5.2 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.

5.3 Each Party shall own the Arising Intellectual Property generated by its employees, students and/or agents under the Project and shall ensure that it secures ownership of such Arising Intellectual Property from its employees, students and agents. Subject to the terms of the Contract, the Party owning any Arising Intellectual Property shall be entitled to use

and exploit such Arising Intellectual Property as that Party sees fit, and subject always to Clauses 4.5, 5.6 and 5.7

- 5.4 Each Party shall promptly disclose to the other(s) all Arising Intellectual Property generated by it and each Party shall co-operate, where required, in relation to the preparation and prosecution of patent applications and any other applications relating to Arising Intellectual Property.
- 5.5 Where any Arising Intellectual Property is created or generated by two or more Parties jointly and it is impossible to segregate each Party's intellectual contribution to the creation of the Arising Intellectual Property, the Arising Intellectual Property will be jointly owned by those Parties in equal shares. The owners may, subject to the terms of the Contract, take such steps as they may decide from time to time, to register and maintain any protection for that Arising Intellectual Property, including filing and prosecuting patent applications for any Arising Intellectual Property, and taking any action in respect of any alleged or actual infringement of that Arising Intellectual Property. If one or more of the owners does not wish to take any such step or action, subject to the terms of the Contract, the other owner(s) may do so at their expense, and the owner not wishing to take such steps or action will provide, at the expense of the owner making the request, any assistance that is reasonably requested of it as far as reasonably possible with regards to time.
- 5.6 The Parties shall agree in good faith, in writing and on a case by case basis, which Party shall take the lead in commercially exploiting any Arising Intellectual Property, but the Parties hereby agree that the expectation is for Cambridge to take the lead. In such circumstances, the Party which is commercially exploiting the Arising Intellectual Property will pay the other Party a fair and reasonable royalty rate/revenue on the value of any products or processes commercially exploited by it which incorporate any Arising Intellectual Property taking into consideration the respective financial and technical contributions of the Parties to the development of the Arising Intellectual Property, the expenses incurred in securing intellectual property protection thereof and the costs of its commercial exploitation and the proportionate value of the Arising Intellectual Property in any such product or process.
- 5.7 Subject to the terms of the Contract, each Party 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.
- 5.8 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 (whether solely or jointly owned) then the Exercising Party may request that the Other Party or its nominee grant a non-exclusive royalty-bearing licence to the Exercising Party to use any part of the Other Party's Background Intellectual Property, which is at its free disposal and which is necessary for the lawful exploitation of that part of the Arising Intellectual Property. Any licence granted shall be subject to the rights of third parties where necessary. The Other Party will not unreasonably refuse to grant or delay granting a licence to the Exercising Party.

- 5.9 In any event, the Funding Body and the US Federal government, pursuant to the terms of the Contract, shall have certain licence rights to practice or use any Arising Intellectual Property and/or patents arising, in accordance with the terms of the Contract.
- 5.10 The Parties acknowledge and hereby agree to comply with the specific provisions of the patent rights Clause 21 of the Contract (attached as Schedule 2 of this Collaboration Agreement). For clarity, under sub-clause 21g of the Contract, sections (2) and (3) of the Contract apply to this specific Project.

6. ASSIGNMENT

No Party may assign, transfer, charge or deal in any other manner with this Collaboration Agreement or its rights under it or part of it, or purport to do any of the same under this Collaboration Agreement without the prior written consent of the other Party (which consent not to be unreasonably withheld or delayed).

7. WITHDRAWAL

- 7.1 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. 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").
- 7.2 In the event of withdrawal of a Party, the Lead Collaborator 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 Funding Body 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 Collaborator 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 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;

7.3.2 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;

7.3.3 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 5.4 and 5.5;

7.3.4 all rights acquired by the Withdrawing Party to the Background Intellectual Property and Arising Intellectual Property of the other Parties shall cease immediately other than in respect of the Withdrawing Party's interest in any jointly owned Intellectual Property under Clause 5.5.

8. TERMINATION

- 8.1 A Party (the 'Terminating Party') may terminate its involvement in this Collaboration Agreement by giving ninety (90) days prior written notice to the Lead Collaborator 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.
- 8.2 All rights acquired by the Terminating Party to Background Intellectual Property and Arising Intellectual Property of the other Parties shall cease immediately other than in respect of the Terminating Party's interest in any jointly owned Intellectual Property; the Terminating Party shall, however, continue to comply with the obligations under Clause 7.3.
- 8.3 Each Party agrees to notify the other Party(s) promptly if at any time their key academic is unable or unwilling to continue the direction and supervision of the Allocated Work. 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 7.2; or (ii) this Collaboration Agreement may be terminated by giving ninety (90) days' written notice to the other Party(s).
- 8.4 The Lead Collaborator agrees to notify the Collaborator(s) promptly if at any time the Project Manager 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 Collaborator shall nominate a successor to replace the Project Manager. The

Collaborator(s) will not decline unreasonably to accept the nominated successor. However, if the successor is not acceptable to the Collaborator(s) on reasonable and substantial grounds, then the Lead Collaborator may terminate this Collaboration Agreement by giving ninety (90) days' written notice to the other parties.

- 8.5 The expiration of the Project Period, or the termination of this Collaboration Agreement under Clauses 8.1, 8.3 or 8.4, shall cause the termination with effect from the date of expiry or termination of the obligations imposed on the Parties under Clause 2.
- 8.6 In addition to the remedies contained in Clause 7 (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 Collaborator 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 Funding Body, 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.
- 8.7 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 7.3 shall apply to the defaulting Party.
- 8.8 In the event that it is agreed by all the Parties 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 Funding Body. 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 Funding Body.
- 8.9 Clauses 4, 5, 7, 9, 12.3, 12.5, 12.6, 12.8, 12.9, 12.10 and this clause 8.7 survive the expiry or termination (for whatever reason) of this Collaboration Agreement.

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.
- 9.2 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, 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 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.
- 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 In any event, 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 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

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

(i) for scientific and administrative matters:

Title and name: Dr Nicola Lewis

Postal address: Department of Zoology, Downing Street, Cambridge, CB2 3EJ

Phone: +44 (0)7917 450178

Fax: +44 (0)1223 336676

Email: nsl25@cam.ac.uk

(ii) for contractual, financial and IP matters:

Title and name: Jo Dekkers
Position: Assistant Director, Biological Sciences
Postal address: Cambridge Research Office, 16 Mill Lane, Cambridge, CB2 1SB
Phone: +44 1223 333543
Fax: +44 1223 332988
Email: rsd.enquiries@admin.cam.ac.uk

Please quote reference RG67487 on all correspondence.

The Collaborators' representatives for the purpose of receiving reports and other notices shall until further notice be:

The Rector, Professors, and Researchers of Ilia State University:

Title and name: Prof Gigi Tevzadze
Postal address: 3/5 Cholokashvili Ave, Tbilisi, Georgia
Phone: +995 32 294197
Fax:
Email: gigi@iliauni.edu.ge

Animal Health and Veterinary Laboratories Agency:

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Fax:
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Richard G. Lugar Center for Public Health Research:

Title and name: Ms Ana Zhvania
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Laboratory of the Ministry of Agriculture:

Title and name: Givi Merabishvili
Postal address: 65 Godziashvili, Tbilisi, 0159, Georgia
Phone: +9952530968
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Email: givimerabishvili@yahoo.com

National Centre for Disease Control and Public Health:

Title and name: Amiran Gamkrelidze
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Phone: +995 32 2311754
Fax:
Email: pr.ncdc@ncdc.ge

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 three (3) months or more, and if such delay may reasonably be anticipated to continue, then the Parties shall, in consultation with the Funding Body, 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.
- 12.3 Nothing contained or implied in this Collaboration Agreement constitutes a Party the partner, agent, or legal representative of another Party or of the other Party for any purpose or creates any partnership, agency or trust, and no Party has any authority to bind the other Party in any way.
- 12.4 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 Collaborator 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 determine how the allegation will be investigated and reported.
- 12.5 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 Party(s).
- 12.6 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.
- 12.7 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.
- 12.8 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.

- 12.9 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 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.
- 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 or they shall be deemed to be omitted. If the whole or any part of a provision of this Collaboration Agreement is void, unenforceable or illegal in a jurisdiction it is severed from that jurisdiction. The remainder of the Collaboration Agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. 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. This Clause has no effect if the severance alters the basic nature of this Collaboration Agreement or is contrary to public policy.
- 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.

EXECUTED as an agreement:

SIGNED for and on behalf of The Chancellor, Masters and Scholars of The University of Cambridge

Name:

Position:

Signature:

SIGNED for and on behalf of The Rector, Professors, and Researchers of Ilia State University

Name:

Position:

Signature:

SIGNED for and on behalf of Animal Health and Veterinary Laboratories Agency

Name: *SIMON HALL*

Position: *VETERINARY DIRECTOR*

Signature: *S. Hall 18 July 2013,*

SIGNED for and on behalf of Richard G. Lugar Center for Public Health Research

Name:

Position:

Signature:

SIGNED for and on behalf of Laboratory of the Ministry of Agriculture

Name:

Position:

EXECUTED as an agreement:

SIGNED for and on behalf of The Chancellor, Masters and Scholars of The University of Cambridge

Name: Dr Clara East
Position: Research Policy Manager
Signature: 

SIGNED for and on behalf of The Rector, Professors, and Researchers of Ilia State University

Name: Gipi Terzadze
Position: Rector
Signature: 

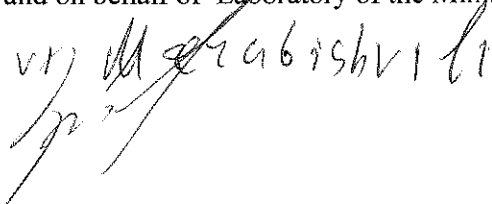
SIGNED for and on behalf of Animal Health and Veterinary Laboratories Agency

Name:
Position:
Signature:

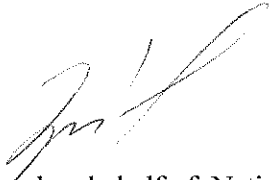
SIGNED for and on behalf of Richard G. Lugar Center for Public Health Research

Name: Anna Zhvarier
Position: Director
Signature: 

SIGNED for and on behalf of Laboratory of the Ministry of Agriculture

Name: Givi Merabishvili
Position: 

Signature:



SIGNED for and on behalf of National Centre for Disease Control and Public Health

Name: *Ekaterine Kavtaradze*

Position: *Deputy Director*

Signature:



Schedules:

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

Schedule 1: The Project

Schedule 2: The Contract (Award Letter)

SCHEDULE 3

BREAKDOWN OF COSTS TO COLLABORATOR

Funding Body Grant Ref: HDTRA-13-1-0032

Lead Collaborator Ref: RG67487

Ecology and evolution of avian influenza virus in wild birds in Georgia and the establishment of the population genetics structure of a host species

Each Collaborator shall invoice the Lead Collaborator quarterly in arrears on the basis of actual expenditure against the budget headings listed in this Schedule 3 and the Lead Collaborator shall pay the Collaborators within 30 days of said invoices, subject always to receipt of funds from the Funding Body. The final invoice should be sent to the Lead Collaborator within two (2) months of the end of the Project to allow preparation of the final cost statement by the Lead Collaborator.

The statements should be sent to:

Simon Beeton
Senior Accounts Clerk
Department of Zoology
Downing Street
Cambridge
CB2 3EJ

Please quote reference RG67487 and include in all statements and invoices the following wording;

“The costs included here have been incurred in providing the research and conducting the project under a DTRA funded project (reference HDTRA1-13-1-0032)”

Collaborator: The Rector, Professors, and Researchers of Ilia State University

Total: up to a maximum of £118,954.25

Collaborator: Richard G. Lugar Center for Public Health Research

Total: nil

Collaborator: Laboratory of the Ministry of Agriculture

Total: up to a maximum of £115,032.68

Collaborator: National Centre for Disease Control and Public Health

Total: up to a maximum of £46,078.43

an agency within the United States Department of Defense

N.B. staff costs are commercial cost rates correct for 2012-2013. 'Bands D & F' refer to AHVLA staff grading :

cost for 100 isolates (£)	
Egg isolation £85/isolate	8500.00
Next generation sequencing:	
Roche 454 technology £700/isolate	21000.00
Optimisation of 454 sequencing for multiple subtypes	1400.00
Staff time:	
Alignment mapping of sequencing results: 200 hrsxBand D	13042.00
Optimisation of alignment mapping of sequencing results for multiple subtypes: 35hrsxBand D	2282.35
RNA preparation: 70hrsxBand F	4076.80
<u>TOTAL</u>	50301.15 GBP