

Date:

Dear [insert name of African PI]

"Project title"

We are delighted that you will be working with us on this collaborative project. In order to proceed we need to put in place an agreement.

The Cambridge Africa Climate Collaborative Research Fund ("Funding Body") has, under the terms of the main Mastercard Foundation and University of Cambridge grant, awarded a grant for the above titled collaborative research project ("Project") to **Cambridge PI** of the Department of **XXX** at the University of Cambridge (the "University"). The Cambridge applicants will act as the lead applicants, for administrative purposes, as the awards have to be paid to their Cambridge Departments/Faculties/Institutes under the award scheme terms. The terms and conditions of the grant are set out below and in the Guidance for Applicants (attached here as Appendix 1). Under the terms of the grant, the Funding Body has approved the payment of part of the grant to the **African Institute**, (the "Collaborating Institution") where you are currently engaged as the co-investigator in this Project, towards the costs of the Collaborating Institution's contribution to the Project. The University and the Collaborating Institution in this Letter are referred to as "Parties" or a "Party", as the case may be.

Accordingly, the University will transfer/reimburse up to the sum of **EXXX** within a reasonable period upon receipt of a copy of your signed agreement to the following terms and receipt of a valid invoice from your institution. It is permitted that the University may advance a proportion of funds (if appropriate) required for use by the Collaborating Institution and will subsequently reconcile expenditure against the advance:

- Conduct of the Project:
 - This award may only be used for the agreed purposes set out in the approved application form in Appendix 2 for use in the Project; any amendment to the list must be agreed in writing in advance with the University. For the avoidance of doubt, the award shall not cover overheads or indirect costs.
 - The amount to be transferred to the Collaborating Institution may be amended to include transfer of funds between items on the budget following the approval of a written request from both Cambridge-based and Africa-based PIs to the Cambridge Africa Climate Collaborative Research Fund committee.
 - The maximum amount to be paid to the Collaborating Institution will be **EXXXX** which is inclusive of any and all applicable taxes payable by the recipient Collaborating Institution.
 - You and the Collaborating Institution will co-operate to perform the Project as described in the research project proposal submitted to the Funding Body (see Appendix 3) or as otherwise agreed in writing between the Collaborating Institution and the University and the terms and conditions of the Award Letter will be deemed to apply to the Collaborating Institution as if the Collaborating Institution were a party to the Award Letter.
 - The Collaborating Institution and the University shall provide a report and a financial statement, with supporting documents, to the Funding Body so that the Collaborating Institution and the

University can jointly fulfil their obligations to the Funding Body in accordance with the award terms and conditions contained in the Award Letter.

- Please note that the University may request repayment of any unspent funding, or any funding for which proof of purchase has not been provided, after the Project end date (see Appendix 1), so that other applicants may benefit from the Fund.
 - Please quote the proper G number 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 the Cambridge Africa Climate Collaborative Research Fund award reference number XXXXX”.
 - Parties may not make press or other announcements or releases relating to this Letter or the transactions of the subject of this Letter or use the trademark or logo of the Funding Body or the other Party without the written approval of that Party.
 - Nothing contained or implied in this Letter 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.
- Background IP:
 - All results, intellectual property and know how, excluding Arising IP, owned or controlled by a Party prior to commencement of or independently from the Project (“Background IP”) used in connection with the Project shall remain the property of the Party introducing the same.
 - Each Party grants the other a royalty-free, non-exclusive licence for the duration of the Project to use its Background IP 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 IP.
- Arising IP:
 - All results, intellectual property and know how generated in the course of the Project (“Arising IP”) shall belong to the Parties generating the same. To the extent that the Arising IP is generated or developed jointly by the Parties, then it shall vest in and be owned jointly by both Parties.
 - The Party owning any Arising IP shall be entitled to use and exploit such Arising IP, provided that i) each Party shall co-operate, where required, in relation to the preparation and prosecution of patent applications and any other applications relating to Arising IP, and ii) if any commercialisation opportunity arises from the Project both Parties agree to discuss in good faith the arrangements for such Arising IP and set up appropriate agreements.
 - Each Party shall promptly disclose to the other all Arising IP generated by it. Each Party is hereby granted an irrevocable, non-transferable, royalty-free right to use all Arising IP for the Project and 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 IP.
- Confidentiality:
 - “Confidential Information” shall mean any Background IP disclosed by one Party to the other for use in the Project and any Arising IP 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 Agreement relating to the business, technology or other affairs of the Party providing the information.

- Each Party will use all reasonable endeavours not to disclose to any third party any Confidential Information nor use for any purpose except as expressly permitted by this Agreement, any of the other Party's Confidential Information.
 - These obligations of confidentiality do not apply to information which a) is lawfully in the receiving Party's possession or control prior to the date of disclosure; b) is or becomes publicly known without the fault of the receiving Party; c) is given to the Recipient from sources independent of Cambridge; d) is independently developed by the receiving Party; e) must be disclosed for minimum lawful compliance with court orders, regulations or statutes; or f) is approved for release in writing by an authorised representative of the disclosing Party.
 - The confidentiality provisions shall survive for a period of three (3) years from the date of termination of this Agreement.
- Publications:
 - It is the intention of the Parties that the results of the Project be published in accordance with normal academic practice.
 - Each Party will use all reasonable endeavours to submit material intended for publication to the other Party 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 the 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.
 - Each Party agrees that any publication shall give due acknowledgement to the financial contribution of the Funding Body and the intellectual contribution of the other in accordance with standard scientific practice.
- Liabilities and Warranties:
 - The Collaborating Institution acknowledges and agrees that the Project is of an experimental and developmental nature.
 - Neither Party makes any representation or gives any warranty to the other that any advice or information given by it or any of its employees or students who work on the Project, or the content or use of any results, Background IP, Arising IP, or materials, works or information provided, will not constitute or result in any infringement of third-party rights.
 - Neither Party accepts any responsibility for any use which may be made of any work carried out under or pursuant to this Letter, 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.

- The Collaborating Institution shall indemnify the University from and against any and all costs, claims, damages, losses and expenses that arise in relation to the Collaborating Institution's contribution to the Project and/or its use of the Arising IP except to the extent that such costs, claims, damages, losses and expenses arise as a result of the gross negligence of the University.
 - Notwithstanding the aforementioned, nothing in this Letter limits or excludes any Party's liability for death or personal injury resulting from its negligence.
- Material/Data Transfers:
 - The Collaborating Institution undertakes that it has or will obtain and transfer any materials/data in accordance with all relevant laws and guidelines prior to use in the project.
 - The Collaborating Institution shall be liable for any claims arising due to its breach of this clause
 - The Collaborating Institution represents and warrants that it shall maintain at its own expense, during the period of this Letter, adequate levels of insurance, including where relevant cover for potential adverse effects that may arise from carrying out the research protocol on human participants.
- General:
 - The Collaborating Institution undertakes that it has or will obtain the human samples and/or data in accordance with all relevant laws and guidelines. The Collaborating Institution undertakes that it has obtained or will obtain the human samples and/or data from patients and or human subjects that have given their informed consent (or whose adult guardians have given informed consent as appropriate) for their tissue sample to be used for research purposes. The Collaborating Institution agrees that the Original Material will be anonymised and coded and all coding records shall remain with the Collaborating Institution and not provided to the University.
 - The Collaborating Institution undertakes that it has or will obtain the animal samples and/or data in accordance with all relevant laws and guidelines.
 - This Letter 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 Letter.

I should be grateful if you and your Institution would confirm your acceptance of the grant and the terms of this Letter by signing and returning it to africaclimatecollaborative@cambridge-africa.cam.ac.uk.

Yours sincerely,

Professor Caroline Trotter
Director of Cambridge-Africa

Accepted on behalf of the “Collaborating Institution”

Signature: [Authorised Signatory of Africa-based researcher’s employer]

Name and Position:

Date:

Signature: [Africa-based Investigator]

Name and Position:

Date:

Signature: (Cambridge-based Investigator)

Name:

Date:

Appendix 1

Guidance for Applicants and Award Letter to Cambridge PI

Appendix 2

Project budget

Appendix 3

Case for support