

Cambridge-Africa Programme
Department of Pathology
University of Cambridge
Tennis Court Road
Cambridge CB2 1QY

<Date>

Dear [African investigator],

"[Project title]"

The Cambridge-Africa ALBORADA Research Fund ("Funding Body") has awarded a grant for the above titled research project ("Project") to [Cambridge PI] of the Department of [xxxxxx] at the University of Cambridge (the "University"). The terms and conditions of the grant are set out in the attached grant award letter (the "Award Letter", see Appendix 1). Under the terms of the grant, the Funding Body has approved the payment of part of the grant to [African institution name] (the "Institute"), where you are currently engaged as the co-investigator in this Project, towards the costs of the Institute's contribution to the Project. The University and the Institute in this Letter are referred to as "Parties" or a "Party", as the case may be.

Accordingly, the University will transfer up to the sum of £x,xxxx within a reasonable period upon receipt of a copy of your signed agreement to the following terms:

- This award may only be used for the purchase of materials listed 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 African Institution may be amended to include transfer funds for any items on the budget following the approval of a written request from both Cambridge and African PIs to the Cambridge-Africa ALBORADA committee.
- Any taxes applicable to purchases made from the award are payable by the Institute.
- You and the Institute 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 Institute and the University and the terms and conditions of the Award Letter will be deemed to apply to the Institute as if the Institute were a party to the Award Letter.
- The Institute and the University shall provide a report and a financial statement, with supporting documents, to the Funding Body so that the Institute 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 reference RG86330 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 Alborada Research Fund award reference RG86330".
- 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 trade mark 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.
- The Institute shall indemnify the University from and against any and all costs, claims, damages, losses and expenses that arise in relation to the Institute's contribution to the Project except to the extent that such costs, claims, damages, losses and expenses arise as a result of the 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.
- 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.
- The Institute undertakes that it has or will obtain the human samples and/or data in accordance with all relevant laws and guidelines. The Institute 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 Institute agrees that the Original Material will be anonymised and coded and all coding records shall remain with the Institute and not provided to the University.

- The Institute 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 would confirm your acceptance of the grant and the terms of this Letter by signing this Letter in duplicate and returning one as a pdf copy by email to:

Alan Clarke (ac771@cam.ac.uk), cc enquiries@cambridge-africa.cam.ac.uk

Yours sincerely,

Professor James Wood, Head of the Department of Veterinary Medicine, University of Cambridge.

Accepted on behalf of the "Institute"

Signature: [Authorised Signatory of African researcher's employer]

Name and Position:

Date:

Signature: [African Investigator]:

Signature: (Cambridge Investigator)

Name and Position:

Name:

Date:

Date:

Appendix 1

[Insert Award Letter]

Appendix 2

A grant has been awarded to fund the following equipment/items for collaborative research project: **[Insert project title]**

[Insert budget]

Appendix 3

[Insert project detail]