

AGREEMENT FOR SCIENTIFIC COLLABORATION AND THE TRANSFER OF FUNDS

References: *EuropeAid/16663/IH/ACT/Multi – ACP IF 2019-60*

Lot 6: Pacifique;]

Enhancing research and innovation ecosystems to tackle climate change in the Pacific.

CALL 1: Mapping & diagnosis of R & I ecosystems, networking facilitation, shared R & I vision and strategy (with a focus on climate change)

Between:

The University of the South Pacific hereinafter referred to as the "USP", a body incorporated by the Royal Charter of Her Majesty Queen Elizabeth II and having its main administrative offices at Laucala Campus, Suva, Fiji.

Represented by the Vice-Chancellor and President, Professor Pal Ahluwalia

Hereinafter referred to as the 'Lead applicant'

Party of the first part,

And:

Solomon Islands National University hereinafter referred to as 'SINU', whose registered office is located in Kukum Campus, P.O Box R113, Honiara, Solomon Islands.

Represented by Dr. Hugo Bugoro -Director Research and Postgraduate Office.

Hereinafter referred to as the 'Partner',

Party of the second part.

Having regard to:

- Funding agreement number 401139/00 signed on **31 July 2022** by the Institut de Recherche pour le Développement (IRD) (hereinafter, the 'Sponsor') and USP.

THE PARTIES HAVE AGREED AS FOLLOWS:

Transfer of Funds Agreement
USP/SINU
N°401139/00

Preliminary clause: Definitions

Words in the plural may be understood in the singular and *vice versa*. The Parties expressly agree that the following terms shall have the meaning ascribed to them below, when beginning with a capital letter:

Confidential Information: means, for the purposes of this agreement, any kind of information and/or data, in any format, that is disclosed by one Party to the other for the purposes of the Project, either in writing, verbally or by any method of disclosure chosen by the Parties, and which is clearly identified as confidential owing to a specific stipulation to that effect or, in the case of a verbal disclosure, by specific information provided by the disclosing Party that is confirmed in writing within five (5) days.

Proprietary Knowledge: means all of the information, knowledge, procedures and technologies, including know-how, software, biological equipment, drawings, chemicals and/or all other types of information, regardless of the medium on which it is stored, as well as all related rights, which belong to one Party or which were in a Party's possession prior to the date of this agreement and/or which that Party developed or acquired other than in pursuance of this agreement and which the Party is entitled to dispose of.

Results: means all of the information, knowledge, procedures and technologies, including know-how, software, biological equipment, drawings, chemicals and/or all other types of information, regardless of the medium on which it is stored, as well as all related rights, which result from the Work.

Scientific Manager: means, for each Party, the person responsible for the Project or the Work. He/she helps to define the Project and oversee the technical aspects.

1: Purpose

This agreement sets out the terms and conditions according to which the Parties shall work together on a scientific level and according to which the Co-ordinator shall transfer to the Partner the financing allocated to it to carry out the work defined in connection with the following research project (hereinafter referred to as the 'Project'):

RERIPA CALL 1: Mapping & Diagnosis of R&I ecosystems, networking facilitation, shared R & I vision and strategy (with a focus on climate change)

The Partner agrees to carry out, within the time limits stipulated in Clause 3 of this agreement, the scientific work for which it is responsible in connection with the Project (hereinafter referred to as the 'Work'), a description of which is set out in Schedule 1 hereto.

The Partner shall carry out the Work in direct collaboration with the Lead Applicant and, where applicable, with the other research teams involved in the Project, a list of which is included in the Project description.

The Partner agrees to implement all of its own scientific, academic and material resources and to allocate the financial aid obtained exclusively to the Work.

2: Scientific co-ordination of the Project

The Scientific Managers assigned to work on CALL 1 are:

- For the Lead Applicant: Professor Maurizio Cirrincione.
- For the Partner: Dr. Hugo Bugoro, Solomon Islands National University.

The Partner agrees to work together with the Lead Applicant so that the latter can fulfil its various obligations towards the Sponsor, particularly by preparing interim progress reports and the final Project report and can notify the Sponsor of any problems encountered during performance of the Work.

3: Effective date – Term

This agreement shall take effect on the date on which Work commences and the Partner's expenses are taken into account, which has been set for 1st October 2023 (To).

It shall end when the Work has been completed, the Lead Applicant has approved the final report and all accounts between the Parties have been settled.

The date on which the Work is to be completed is 1 October 2024 and the final Work report to be delivered has been set for 31st December 2024

This deadline may be extended by the Lead Applicant if the Partner makes a justified written request to this effect before the agreement ends, subject to acceptance by the Sponsor.

Notwithstanding the expiry or termination of this agreement, the provisions of Clauses 7 and 8 shall remain in effect for their specified term.

4: Monitoring Work

The Partner shall send the Lead Applicant an interim progress report at regular intervals, according to the following schedule:

1. Before 15th January 2024:
 - 1 - Progress report number 1 (see Article 15.1 Option No 2 of the General Conditions applicable to European Union financed grant contracts for external actions provided within the document stipulated on Schedule 4),
 - 2 – a narrative and financial report (see appendix VIa and VIb of the Grant agreement which are in Schedule 4 of this agreement),
 - 3 – all project teams shall have an in-built monitoring system, to assess progress towards achieving their objectives. This may involve setting up a monitoring and evaluation unit. Implementing the monitoring system shall be part of the annual workplans and in accordance with the results-based

management framework of the project. Results of the monitoring shall be incorporated in the progress reports submitted to USP.

On the date on which the Work is to be completed, as mentioned in Clause 3, the Partner shall send the Lead Applicant a final Work report containing details of the results obtained, as provided for in Schedule 1 to this agreement.

1 – Final report (see Article 15.1 Option No 2 of the General Conditions applicable to European Union financed grant contracts for external actions provided within the document stipulated on Schedule 4),

2 – a narrative and financial report (see appendix VIa and VIb of the Grant agreement which are in Schedule 4 of this agreement),

3 – Results of the monitoring.

The interim progress reports and the final report must be consistent with the **template attached** within Schedule 4, hereto as Appendix VI / provided by the Scientific Manager.

Each report is to be submitted along with a summary statement of expenses incurred by the Partner, signed by the Partner's legal representative and/or its accountant, and accompanied by corresponding invoices and receipts (originals or certified copies).). All activities and reporting should be done in accordance with EU Guidelines for Project and Finance Implémentation (Schedule 7 as per Clause 12 of this Agreement.

The aforementioned reports and statements are to be sent to

The Lead Applicant's Scientific Manager shall then forward them along with all of the Project Results to the Sponsor.

The Partner agrees to make available to the Lead Applicant and the Sponsor, for at least 5 years after this agreement has ended, all original invoices and receipts corresponding to the expenses included in the summary statements.

The Partner agrees for the Sponsor, or the Lead Applicant at the request of the Sponsor, to audit documents or carry out on-site audits and to facilitate the conduct of such audits, subject to at least five clear days' written notice. The expenses incurred in this respect shall be paid by the organisation that requested the audit.

5: Financial aid and payment terms

Provided that funds are effectively made available to the Lead Applicant, the latter agrees to grant the Partner financial aid of up to fifty-three thousand, two hundred and forty-eight Euros (€ 53,248) excluding VAT, according to the following schedule:

- The first payment of €31,948.80 [amount in figures and words], shall be made when this agreement is signed.
 - Initial disbursement of funds by USP to the Partner will be contingent upon the Partners fulfilment of requirements, including:
 - Approved workplan, budget and budget forecast for the following year.

- Valid bank account or the equivalent and the foreign form payment
- The second payment of €15,974.40 [amount in figures and words], shall be made within 30 days of delivery by the Partner of progress report number 1, as provided for in Clause 4 above, provided that the report has been approved by the Lead Applicant's Scientific Manager.
- The balance, of € 5,324.80 [amount in figures and words], shall be paid once the Lead Applicant Scientific Manager has received and approved the final Work report referred to in Clauses 3 and 4.

Payments are made in the name of the Partner, on the bank account whose IBAN is attached as a schedule hereto (Schedule 2), upon presentation of invoice sent by which the details are attached as a schedule hereto (Schedule 2), upon reception of invoices sent by the Partner to the Lead Applicant at the following address:

Project Team Coordinator, Albert Whippy, School of Information, Technology, Engineering, Mathematics and Physics, USP.

If the Partner fails to deliver the reports and expense statements referred to above and in Clause 4, the Lead Applicant shall be released from its obligation to pay any financial aid.

The type and breakdown of expenses incurred must be consistent with the financial document attached hereto as Schedule 3. Financial schedule. The expenses and associated documentation must be done in accordance with the EU Guidelines for Project and Finance Implementation (Schedule 7 as per Clause 12 of this Agreement).

6: Confidentiality

Each Party agrees not to publish or howsoever disclose Confidential Information provided by the other Party or of which it becomes aware in connection with the Project without the other Party's written agreement.

The Parties may also decide to consider certain Results for which an intellectual property application might be filed or that might be exploited in the form of a secret technical dossier as Confidential Information. Any decision to this effect shall be taken jointly by the Scientific Managers and the Parties' promotional teams.

In the event that an intellectual property application is filed, the Parties agree to keep the application confidential until such time as the relevant right has been published.

The commitments provided for in this clause shall remain in effect for the term of this agreement and for five (5) years following the early termination or expiry hereof.

Confidential Information shall not be deemed to include information which the Party concerned can prove:

- it was already aware of on the date of its disclosure by the other Party;
- was published or provided or became public knowledge other than through a breach of this agreement; or
- was subsequently received from a third party authorised to disclose it.

Any requests to depart from this confidentiality obligation shall be subject to the approval of the Scientific Managers referred to in Clause 2.

However, the Parties may provide Confidential Information to third parties for the purposes of the Project or to assess their agents or programmes, provided that they have the third parties agree to abide by the same confidentiality conditions.

7: Publications

The Parties shall jointly decide the Results which may be subject to scientific publication or communication to third parties.

During the term of this agreement and for eighteen (18) months after the agreement has expired, any proposal by either Party to publish or communicate information concerning the Work and/or the Results shall be subject to the written agreement of the other Party. The other Party must give notice of its decision within one (1) month of the request. Thereafter, and in the absence of a response, the other Party shall be deemed to have agreed to the publication or communication.

The other Party may delete or change certain terms if the disclosure thereof might adversely affect the industrial and commercial exploitation or appropriate protection of the Results, on the understanding that any such deletions or changes must not affect the scientific value of the publication.

In any cases, no publication or communication shall be delayed beyond a maximum period of eighteen (18) month as from the request.

These publications and communications must mention the support provided by the Sponsor and by each of the Parties in connection with the Project. Moreover, the name and potentially the logo of the Parties as well as the names of the relevant staff members must be clearly and visibly included.

The Parties agree that the provisions of this clause shall not preclude the following:

- the obligation imposed on those involved in the Project to prepare a periodic work report for the establishment for which they work, provided that this does not constitute a disclosure according to intellectual property law. Any report containing highly confidential information will be kept confidential; or
- any viva given by researchers whose scientific work relates to the subject-matter of this agreement, which must be arranged whenever necessary in such a way as to protect the Confidential Information, while nevertheless complying with applicable university rules.

8: Intellectual property and promotion of Results

8.1 Proprietary Knowledge

The Proprietary Knowledge of one Party that is made available to the other Party for the purposes of the Work shall remain the former's exclusive property and may not be published in any format without the explicit agreement of the Party to which the rights belong. Any proprietary knowledge developed under the collaboration agreement shall remain the exclusive property of the lead agency i.e., USP, unless otherwise agreed in writing.

Each Party agrees not to re-use Proprietary Knowledge belonging to the other Party for any purposes other than those for which it was provided.

If the direct or indirect exploitation of the Results by one of the Parties or by a third party requires the use of the Proprietary Knowledge of the other Party, the latter shall endeavour, subject to the rights granted to third parties, to assist with such exploitation. In such event, the terms and conditions according to which the Proprietary Knowledge may be used shall be set under an agreement, on a case-by-case basis in accordance with the Lead Applicant's Intellectual Property Policy [1.6.1.46](#) in Schedule 8 of this Agreement.

8.2 Results

Intellectual property rules concerning the Results must be adapted to the type of Results concerned and to the rules and obligations set out in the financing agreement entered into by the Lead Applicant and the Sponsor. Any intellectual property developed under the collaboration agreement will be guided by USP's Intellectual Property Policy [1.6.1.46](#) in Schedule 8 of this Agreement. Below are some examples:

Example 2:

The Results are jointly owned by the Parties, which jointly agree on how to protect them and on how to promote and exploit them.

Where applicable, joint ownership rules shall be drawn up by the Parties as soon as possible in order to:

- determine the share owned by each Party, depending on the intellectual, material and financial contributions made;
- determine relevant intellectual property management procedures; and
- determine relevant promotion and exploitation terms and conditions.

Until such time as these rules have been drawn up, neither Party may directly or indirectly exploit the relevant Results, either industrially or commercially.

Each Party may freely use the Results free of charge for its purposes of future research, including in cooperation with third parties, but excluding any commercial exploitation of the Results either directly or indirectly.

9: Termination of agreement and repayment

Either Party may terminate this agreement by operation of law in the event that the other Party fails to fulfil one or more of the obligations set out herein.

The agreement will terminate three (3) months after formal notice, containing the grounds of the complaint, sent by the complainant to the defaulting Party by recorded delivery, unless within that time limit, the defaulting Party fulfils its obligations or provides proof of an impediment due to *force majeure*.

Exercising the right to terminate the agreement shall not exempt the defaulting Party from its contractual obligations until the date the agreement actually ends, without prejudice to the compensation to which the complainant might be entitled owing to the damage or loss potentially suffered on account of the agreement ending early.

Termination shall not release the Partner from its obligation to carry out the Work and to deliver the relevant reports until the date the agreement ends.

The Sponsor, or the Co-ordinator at the request of the Sponsor, may demand the repayment of some or all of the funds paid in the event that the Partner breaches its obligations, particularly in the following cases:

- failure to provide the documents referred to in Clauses 4 and 5 above, or the provision of documents that are deemed unsatisfactory; or
- the hindrance of the audits provided for in Clause 4, or if an audit reveals that some or all of the financial aid received by the Partner has been used for purposes other than the Project.

10: Governing law and disputes

The validity and interpretation of this agreement, as well as the performance hereof in the event of a dispute, are governed by the applicable laws governing USP and its partners.

The Parties shall endeavour to settle any dispute amicably before referring the matter to a court. To this end, each Party's Scientific Manager and/or representative shall propose a conciliation solution.

If the dispute is not settled amicably within one (1) month of the date notice thereof is given by one Party to the other by letter sent by recorded delivery, the dispute shall be finally settled by a Court of competent jurisdiction in Fiji.

11: General provisions

11.1 Assignment

This agreement is entered into on a personal basis. Accordingly, neither Party may howsoever transfer the related rights or obligations without the prior consent of the other Party.

11.2 Severability

In the event that one or more provisions of this agreement are deemed to be invalid or held to be invalid pursuant to an applicable treaty, law or regulation, or following a final decision by an appropriate court, the other provisions hereof shall remain in full force and effect. The Parties shall promptly make the necessary changes while maintaining, to the extent possible, a balance between

the rights and obligations of each Party, in accordance with the Parties' original intention when this agreement was signed.

12: Contractual documents

This agreement is comprised of this document and the following schedules:

- *Schedule 1: Project Description*
- *Schedule 2: Partner's bank details*
- *Schedule 3: Financial Schedule*
- *Schedule 4: Agreement between the Sponsor (IRD) and the Lead Applicant (USP)*
- *Schedule 5: Budget*
- *Schedule 6: Logical Framework and Gantt Chart*
- *Schedule 7: EU Guidelines for Project and Finance Implementation*
- *Schedule 8: USP Intellectual Property Policy*

The Parties shall initial these schedules and represent that they are aware of the terms thereof.

Done in two originals,

<p>In Fiji on <i>6 Dec 2023</i></p> <p>On behalf of the USP</p> <p><i>[Signature]</i></p> <p>.....</p> <p>Professor Pal Ahluwalia</p> <p>Vice-Chancellor and President</p>	<p>In, on</p> <p>On behalf of the Partner</p> <p>.....</p> <p>Dr. Hugo Bugoro</p> <p>Director Research and Postgraduate Office</p>
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