

COLLABORATION AGREEMENT

THIS AGREEMENT dated 27 August 2020 is made **BETWEEN:**

- (1) **UNIVERSITY OF PORTSMOUTH HIGHER EDUCATION CORPORATION** whose administrative offices are at University House, Winston Churchill Avenue, Portsmouth PO1 2UP (hereinafter “Lead Collaborator”);
- (2) **UNIVERSITAS BRAWIJAYA** whose administrative offices are at Jl. Veteran, Ketawanggede, Kec. Lowokwaru, Kota Malang, Jawa Timur 65145, Indonesia (hereinafter “Brawijaya”)

each a “Party” and collectively “the Parties”

WHEREAS

- A. The Lead Collaborator was the lead applicant in a UKRI GCRF Newton Fund Agile Response call to address COVID 19 proposal, for a research project entitled: “Socio-economic and health impact of Covid-19 on international female migrants and their left-behind families in Indonesia” (“the Project”) as set out in Schedule 1; and
- B. The Funding Body has awarded a contract to the Lead Collaborator (Grant Reference: EP/V028731/1) to carry out the Project and this is set out in Schedule 2 (“the Contract”); and
- C. The Lead Collaborator wishes Brawijaya 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 shall 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:

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| ‘Allocated Work’ | shall mean the research allocated to each Party, 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 a 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 a 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-investigators’	shall be Dr M Faishal Aminuddin (lead), Dr S Sujarwoto and Professor K Sukesu;
‘Collaboration Agreement’	shall be this Collaboration Agreement together with all schedules and appendices to it;
‘Confidential Information’	shall mean any Background Intellectual Property disclosed by one Party to the other for use in the Project and any Arising Intellectual Property in which that Party owns the Intellectual Property which shall be clearly identified with an appropriate legend, marking, stamp or other written identification at the time of disclosure or delivery or in the case of oral or visual disclosure, is identified as confidential at the time of disclosure and reduced to writing as confidential within fifteen (15) days of such disclosure;
‘Funding Body’	shall mean the Engineering and Physical Sciences Research Council;
‘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 Professor Saseendran Pallikadavath at the Lead Collaborator, or his successor as agreed by the Funding Body;
‘Project Period’	shall be from 21 August 2020 and including 20 February 2022.

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 The Parties shall 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 both 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 Brawijaya 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-investigators as listed in the original proposal to the Funding Body.
- 2.3 In respect of the Allocated Work, each Party shall use its reasonable endeavours to provide adequate facilities; to obtain any requisite materials; to obtain all and any applicable regulatory and ethical licences, consents and approvals to allow it to carry out the Allocated Work; to supply equipment and personnel; and to carry out the work diligently within the scope allowed by its funding. Although each Party shall use its reasonable endeavours to perform the Project, neither Party undertakes that work carried out under or pursuant to this Collaboration Agreement shall 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 a 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.

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 both Parties. The sole financial obligation of the Lead Collaborator under this Agreement shall be to forward the payments allocated to Brawijaya, 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 Brawijaya, Brawijaya hereby agrees to reimburse the Lead Collaborator the sum they have received together with any interest charged thereon.

4. PUBLICATION AND CONFIDENTIALITY PROCEDURES

- 4.1 Subject to Clauses 4.4 and 4.5, each Party shall 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 Collaboration Agreement, any of the other Party's Confidential Information.
- 4.2 Neither 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
 - 4.3.3 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 either Party receives a request under the Freedom of Information Act 2000 to disclose any Confidential Information, it shall notify and consult with the other Party. The other Party shall 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 shall 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 either 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, 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 The Parties shall ensure that the publication and dissemination of the results of the Project is managed in a co-ordinated manner via the Lead Collaborator, and shall work together to produce and submit the final report of the Project to the Funding Body. The initial publication shall be made jointly, thereafter each Party shall be free to publish individually. Each Party shall therefore use 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 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 shall 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.
- 4.6 All publications shall acknowledge the participation of the Funder, unless requested to the contrary by the Funding Body themselves.

- 4.7 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 two years from the date of termination of this Collaboration Agreement.

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. Neither Party shall 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 Party 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 Party 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 shall be deemed to form part of that Party's Background Intellectual Property.
- 5.2 Each Party grants the other Party 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. Neither Party may grant any sub-licence over or in respect of the other Party'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 Clause 5.5.
- 5.4 Each Party shall promptly disclose to the others 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 In the case of jointly generated Arising Intellectual Property the owners of such Arising Intellectual Property agree to discuss in good faith in order to reach an agreement on the ownership, protection, licensing and revenue sharing following a request in writing by one owner to the other owner. In the event that no agreement is reached the matter shall be referred first to the signatories of this Agreement for resolution and secondly for mediation in accordance with Clause 12.10 of this Agreement.
- 5.6 Each Party is hereby granted a perpetual irrevocable, non-transferable, royalty-free right to use all Arising Intellectual Property generated in the course of the Project for academic research, teaching and publication purposes, including research involving projects funded by third parties provided that those parties gain or claim no rights to such Arising Intellectual Property.
- 5.7 If a Party (the "Exercising Party") requires the use of Background Intellectual Property of the other Party (the "Other Party") in order to exercise its rights in Arising Intellectual Property (whether solely or jointly owned) then, provided the Other Party is free to license the Background Intellectual Property in question, the Other Party shall 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.

6. ASSIGNMENT

Neither Party shall assign this Collaboration Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld, denied or delayed.

7. WITHDRAWAL

7.1 A Party (the “Withdrawing Party”) may withdraw from the Project upon thirty (30) days prior written notice to the other Party, 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 shall only take place after discussions with the other Party. Such discussions to occur within thirty (30) days of submission by the Withdrawing Party of notice to withdraw, after which the Party shall confirm to the Withdrawing Party the official date of withdrawal (“Date of Withdrawal”).

7.2 In the event of withdrawal of Brawijaya, the Lead Collaborator shall make all reasonable attempts to reallocate the obligations of Brawijaya under this Collaboration Agreement to a new Party acceptable to 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 Party 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 the other Party’s 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 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 Party a non-exclusive, royalty-free licence to use the Withdrawing Party’s Arising Intellectual Property for the purposes of carrying out the Project;

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

8. TERMINATION

8.1 A Party (the ‘Terminating Party’) may terminate its involvement in this Collaboration Agreement by giving thirty (30) days prior written notice of its intention to terminate if the other 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 thirty (30) 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 thirty (30) 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 thirty (30) 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 Party shall cease immediately; 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 promptly if at any time their key academic is unable or unwilling to continue the direction and supervision of the Allocated Work. Within thirty (30) days after such incapacity or expression of unwillingness that Party shall nominate a successor to replace their key academic. The other Party shall 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 shall be asked to withdraw from the Project in accordance with Clause 7.2; or (ii) this Collaboration Agreement may be terminated by giving thirty (30) days' written notice to the other Party.
- 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 a 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 a 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 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, neither Party shall be required to contribute to any losses suffered by the other Party in circumstances where costs have not been recovered from the Funding Body.

9. LIMITATION OF LIABILITY

- 9.1 Neither 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 Neither 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 Each Party 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 Party (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 the other Party.
- 9.4 The liability of either Party for any breach of this Collaboration Agreement, or arising in any other way out of the subject-matter of this Collaboration Agreement, shall not extend to any incidental, indirect or consequential damages or losses, including (without limitation) any loss of profits, loss of goodwill, loss of revenue, loss of data, loss of contracts or opportunity, whether direct or indirect, even if the Party bringing the claim has advised the other of the possibility of those losses, or if they were within the other party's contemplation.
- 9.5 In any event, the maximum liability of either Party under or otherwise in connection with this Collaboration Agreement or its subject matter shall not exceed the monies awarded to that Party under the Contract.
- 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

- 10.1 Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail or air mail, email or by fax (confirmed by first class mail or air mail) to the address of the relevant Party set out at the head of this Agreement, or to the relevant fax number set out below, or such other address, email address or fax number as that Party may from time to time notify to the other Party in accordance with this clause 10.
- 10.2 The Lead Collaborator's representative for the purpose of receiving reports and other notices shall until further notice be marked for the attention of Emma Woollard, Director of Finance, Fax: 023 9284 3443, Email: Research-finance@port.ac.uk. With copies to Professor Saseendran Pallikadavath (sasee.pallikadavath@port.ac.uk).

Brawijaya's representative for the purpose of receiving reports and other notices shall until further notice be marked for the attention of Dr. M. Faishal Aminuddin, Lead of Brawijaya's

Co-investigator teams, Email: mfaishal@ub.ac.id. With copies to Head, Bureau of Finance, Universitas Brawijaya.

- 10.3 Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first class mail), or 7 working days after the date of posting (in the case of air mail), or on the next working day for email or next working day after transmission in the case of fax messages, but only if a transmission report is generated by the sender's fax machine recording a message from the recipient's fax machine, confirming that the fax was sent to the number indicated above and confirming that all pages were successfully transmitted.

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 one (1) month 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 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.
- 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 the 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 Neither 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 Data Protection:

12.8.1 In this clause:

“Personal Data”, “Controller”, “Processor”, “Data Subject” and “Processing” “Third Country” and “International Organisation” have the same meaning as in the Data Protection Legislation; and “Data Protection Legislation” shall mean the Data Protection Act 1998, or from the date it comes into force in the UK the General Data Protection Regulation (EU) 2016/679 (as applicable) and the Privacy and Electronic Communications (EC Directive) Regulations and any guidance or codes of practice issued by the Information Commissioner from time to time (all as amended, updated or re-enacted from time to time).

“Data Controller” shall mean the Party that transfers Personal Data to the other Party

“Data Processor” shall mean the Party that receives Personal Data from the other Party.

12.8.2 Responsibilities

12.8.2.1 The Parties undertake to comply with all relevant requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation. Either Party can be a Data Controller or Data Processor if passing personal data to the other Party;

12.8.2.2 The Data Controller will ensure that all required consents and notices are in place to legally transfer of the Personal Data to the Data Processor for the duration and purposes of this Agreement;

12.8.2.3 Without prejudice to the generality of this clause the Data Processor shall perform its Data Processing obligation under this Agreement by:

i) processing Personal Data on the written instructions of the Data Controller unless otherwise required by the laws of any member of the European Union or by the laws of the European Union applicable to the Data Processor Applicable Data Processing Laws (“ADPL”) to process Personal Data. When relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Data Processor shall notify the Data Controller prior to performing the processing as required by the ADPL unless those ADPL prohibit the Data Processor from notifying the Data Controller;

ii) having appropriate technical and organisational measures in place, approved by the Data Controller, to protect against unauthorised or unlawful processing of Personal Data together with protection for accidental loss, destruction, or damage, to Personal Data, as is appropriate to the harm that might result from the unauthorised or unlawful processing, accidental loss, destruction, damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored quickly after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- iii) ensuring that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- iv) not transferring any Personal Data outside of the European Economic Area to a Third Country or an International Organisation, unless the prior written consent of the Data Controller has been obtained and the following conditions are fulfilled:
 - a) the Data Controller or the Data Processor has provided appropriate safeguards in relation to the transfer;
 - b) the Data Subject has enforceable rights and effective legal remedies;
 - c) the Data Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - d) the Data Processor complies with reasonable instructions notified to it in advance by the Data Controller with respect to the processing of the Personal Data;
 - e) assist the Data Controller, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - f) notify the Data Controller without undue delay on becoming aware of a Personal Data breach;
 - g) at the written direction of the Data Controller, delete or return Personal Data and copies thereof to the Data Controller on termination of the agreement unless required by Applicable Data Processing Law to store the Personal Data; and
 - h) maintain complete and accurate records and information to demonstrate its compliance with this clause.

12.8.3 The Data Controller consents to the Data Processor appointing a third-party processor of Personal Data under the Agreement should it be necessary. The Data Processor confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business.

12.8.4 Either Party may, at any time on not less than thirty (30) days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).

12.9 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.

12.10 If any dispute arises out of this Collaboration Agreement the Parties shall 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 one (1) month from the date the informal process is requested by notice in writing they shall attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator shall be nominated by CEDR. To initiate the mediation a Party must give notice in writing ('ADR notice') to the other Party to the dispute requesting a mediation. A copy of the request should be sent to CEDR. For the avoidance of doubt neither Party may serve an ADR notice until 21 days after first commencing attempts to settle that dispute by negotiation.

12.11 If any provision or part of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

12.12 **Bribery and Anti-Corruption**

12.12.1 The Parties recognise a mutual commitment to an ethical business and anti-corruption culture, and each Party hereby agrees:

- a) to embrace, support and enact a set of core principles in the areas of human rights, labour standards and the environment consistent with the aims of the UN Global Compact principles (www.unglobalcompact.org).
- b) to uphold the highest standards of business ethics in the performance of its responsibilities hereunder and adhere to the general principles of honesty, fairness and integrity in all its dealings; and
- c) not to accept from, give to or offer to any other Party (or its Affiliates) or to other contractors or suppliers or any other associated persons anything of material value which may be regarded as an improper inducement; and
- d) the Parties shall comply with all applicable laws, statutes, and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ('Relevant Requirements') and shall not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.; and
- e) the Parties shall have and shall maintain in place throughout the term of this Agreement its own bribery and anti-corruption policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate; and
- f) where relevant each Party shall ensure that any person contracted by or associated with a Party who is performing services or providing goods in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Parties in this clause 14.5 ('Relevant Terms'). Such Party shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the other for any breach by such persons of any of the Relevant Terms.

12.12.2 For the avoidance of doubt breach of this clause 12.12 shall be deemed a material breach under clause 8.6.

12.13 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.

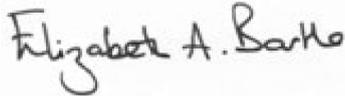
EXECUTED as an agreement:

SIGNED for and on behalf of

**UNIVERSITY OF PORTSMOUTH HIGHER
EDUCATION CORPORATION**

Name: Elizabeth A Bartle

Position: Deputy Director of Finance (Financial Systems)



Signature:

Date: 27th August 2020

SIGNED for and on behalf of

UNIVERSITAS BRAWIJAYA

Name: Dr. M. Faishal Aminuddin

Position: Director, PB Centre Universitas Brawijaya

Signature:



Date:

Schedules:

Schedule 1: The Project (including Application and Allocated Work)

Schedule 2: The Contract (Award Letter)

Schedule 3: Breakdown of costs to Brawijaya

Schedule 1: The Project (Including Application and allocated work)

Terms of Reference:

Project Summary



UKRI GCRF Newton
Fund Agile Respons

Universitas Brawijaya: Co-Investigators

Dr M Faishal Aminuddin, Dr S Sujarwoto and Professor K Sukesi (Co-Investigators) will undertake:

1. Household Surveys (October 2020):

Universitas Brawijaya shall undertake 600 face-to-face household surveys following Covid-19 secure procedures. Telephone interviews will replace face-to face interviews where household surveys are not feasible.

Deliverables: 600 Household survey data set in STATA and preliminary data analysis.

2. Interviews with left behind family:

Universitas Brawijaya shall conduct 30*3 face-to-face interviews following Covid-19 secure procedures. Telephone/video interviews will replace face-to face interviews where necessary.

Deliverables: 30*3 Household member interview transcripts (2nd, 7th, and 13th months).

3. Interviews with policy makers (10 national and 10 local)

Universitas Brawijaya shall conduct 10 national and 10 local interviews, transcribe them, and analyse them.

Deliverables: 20 Interview transcripts and analysis report (2nd and 14th months).

4. Online survey of international female migrants:

Universitas Brawijaya shall conduct an online survey of 5,000 international female migrants.

Deliverables: Online survey DATA (first wave 2nd month; second wave 14th month).

5. Policy-maker led workshops with researchers and beneficiaries:

Universitas Brawijaya shall organise two workshops in two waves (2nd and 14th months).

Deliverables: 2 Policy-maker led workshops and reports (2nd and 14th months)

6. Media presentation:

Universitas Brawijaya shall undertake two television interviews with researchers and policy-makers on the research findings and the rapid policy recommendation paper.

Universitas Brawijaya shall produce newspaper articles based on the research and policy recommendations.

Universitas Brawijaya shall produce policy briefs based on the research and policy recommendations.

Deliverables: 2 Media interviews with lead researchers and policy makers; and report (2nd, 16th months); 2 Newspaper articles (2nd, 12th, and 16th months) and 3 Policy briefs (2nd, 12th, 16th months).

7. Engagement with impact multipliers:

Universitas Brawijaya shall organise one workshop with impact multipliers to discuss the research results and rapid policy recommendations.

Schedule 2: The Contract (Award Letter)



Sasee Pallikadavath
EPSRC award letter.1

SCHEDULE 3: Breakdown of costs

UNIVERSITAS BRAWIJAYA

Figures quoted are the maximum budget, invoices will be based upon actual expenditure incurred. All costs are exclusive of VAT

Brawijaya 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 within 30 days of said invoices.

A breakdown of itemised expenditure should be provided with the invoice.

Invoices should be sent within 30 days of each quarter end as follows:

- 30/11/2020**
- 28/2/2021**
- 31/5/2021**
- 31/8/2021**
- 30/11/2021**
- 28/2/2022**

The final invoice should be sent to the Lead Collaborator within two (2) months of the end of the Project Period to allow preparation of the final cost statement by the Lead Collaborator.

The Invoices should be sent to:

Research Finance office (research-finance@port.ac.uk)
quoting reference : 10129

Budget Table

Organisation	100% BUDGET £	Award Budget
University of Brawijaya	55110.00	55110.00
	55,110.00	55,110.00