

ACADEMIC COLLABORATION AGREEMENT

THIS AGREEMENT dated —(1 - 1 is made **BETWEEN:**

- (1) **THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD** whose administrative offices are at Wellington Square, Oxford, OX1 2JD (hereinafter “Oxford”);
- (2) **CESTA VON (COSTA YON)** an NGO whose administrative offices are at Martinská 18, 821 03 Bratislava, ISO: 51656937, Slovakia (hereinafter “CESTA VON”)
- (3) **Výšumny ústav detí a psychológie (Research Institute of Child Psychology and Psychiatry)** an academic institute whose administrative offices are at Cyprichova 42, 831 05 Bratislava, ISO: 00681385, Slovakia (hereinafter “RICPP”)

each a “Party” and collectively “the Parties”

WHEREAS

- A. CESTA VON AND RICPP wish to perform a study entitled “Neurodevelopmental assessment of Roma children from low-income families and impact evaluation of the Oniama project in Slovakia” (the “Study”),
- B. As part of its study entitled The International Fetal and Newborn Growth Standards for the 21st Century (“INTERGROWTH-21st”), Oxford has developed a neurodevelopment assessment package for children called INTERGROWTH-21st Neurodevelopment Package (the “Package”) comprising a test of vision (the “Cardiff Visual Acuity & Contrast Sensitivity Tests”); a test of cortical auditory processing; neuropsychological tests of cognition, language, motor skills, and behaviour, (the “INTER-NDA”); and tests of sleep (actigraphy & a caregiver reported sleep questionnaire). Data obtained from use of the Package is recorded, scored and uploaded to a centralised INTERGROWTH-Neurodevelopment server (the “INTER-NDA Data Server”) via a table-based application (the “NeUTOA”).
- C. CESTA VON AND RICPP wishes to use the INTER-NDA component of the Package, and the vision tests as set out in Schedule 2 (the “Licensed Material”), and access the data obtained from CESTA VON AND RICPP's use of the Licensed Material in the Study which is held on the INTER-NDA Data Server, for the purposes of the Study. Oxford is willing to allow CESTA VON AND RICPP to use the Licensed Material and access such data in accordance with the terms of this Agreement. Oxford is also willing to provide CESTA VON AND RICPP with certain training and support in relation to the use of the Licensed Material for the purposes of the Study.

This Agreement sets out the terms under which the Parties shall collaborate to perform the Study:

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 work allocated to Oxford, as defined at Schedule 1
'Arising Intellectual Property'	shall mean any Intellectual Property (including the Study Data) 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 Study, and which the owning Party contributes or uses in the course of performing the Study
'Confidential Information'	shall mean any Background Intellectual Property disclosed by one Party to the others for use in the study and identified as confidential before or at the time of disclosure and any Arising Intellectual Property in which that Party owns the Intellectual
'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.
'Project Period'	shall be from 1st November 2019 to 31st October 2022.
'Study Data'	shall mean all data derived in the Study through and for involving, either directly or indirectly, the use of the Licensed Material.

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

3. THE PROJECT

- 2.1 The Parties will each use their reasonable endeavours to collaborate on the Study including any modifications, deletions or expansions approved in writing by all Parties.
- 2.2 Subject to clause 2.3, Oxford solely and completely represented by Michelle Fernandes will use its reasonable endeavours to carry out the Allocated Work diligently within the scope allowed by its resources. Oxford andfor Michelle Fernandes is under no obligation to CESTA VON AND RICPP to provide any advice, support or training beyond the Allocated Work. Should CESTA VON AND RICPP wish Oxford and/or Michelle Fernandes to undertake any work above and beyond the Allocated Work, then Oxford and/or Michelle Fernandez agrees to consider entering into a separate agreement with CESTA VON AND RICPP for such work on a fee-paying basis.
- 2.3 CESTA VON AND RICPP agrees to pay Oxford and/or Michelle Fernandes all travel, accommodation, sustenance and/or where applicable pre-agreed training expenses incurred as a result of the conduct of the Allocated Work, and all applicable VAT, on receipt of an invoice from Oxford and/or Michelle Fernandes.
- 2.4 CESTA VON AND RICPP shall be liable for the purchase of all equipment required for the conduct of the Study, including but not limited to, the INTER-NDA kit, tablets, and training materials.
- 2.5 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.

s. LICENCE OF THE LICENSED MATERIAL

- 3.1 Oxford hereby grants CESTA VON AND RICPP the right to use the Licensed Material solely for the purpose of the Study for the Project Period. The Licensed Material may not be used for clinical diagnostic purposes or be used in a clinical trial.
- 3.2 CESTA VON AND RICPP shall only use the Licensed Material in accordance with all applicable statutes and regulations.

4. CONFIDENTIALITY

- 4.1 For the avoidance of doubt, The Licensed Material is Confidential Information of Oxford. Under no circumstances shall CESTA VON AND RICPP disclose information relating to the Licensed Material, in whole or in part, to third parties, unless prior written permission is granted by Oxford. CESTA VON AND RICPP shall inform all users that information relating to the Licensed Material is confidential and must not be disclosed to
- 4.2 Subject to clause 4.1, 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 Collaboration Agreement, any of another Party's Confidential Information.

- 4.3 No Party shall incur any obligation under clause 4.2 with respect to information which:
- 4.3.1 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
 - 4.3.2 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
 - 4.3.4 is independently developed by the receiving Party; or
 - 4.3.5 is approved for release in writing by an authorised representative of the disclosing Party; or
 - 4.3.6 the receiving Party is specifically required to disclose in order to fulfil an order of a 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.
- 4.4 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.
- 4.5 The provisions of Clause 4.2 shall survive for a period of five (5) years from the date of termination of this Collaboration Agreement. The provisions of Clause 4.1 shall survive the termination of this Collaboration Agreement indefinitely.

5. PUBLICATION

- 5.1 It is the intention of the Parties that all publication of the Study Data (the "Primary Publication"), involving the use of data generated from the use of the Licensed Material, shall be published jointly by the Parties and Dr Michelle Fernandes. For the avoidance of doubt, this intention shall not prohibit the right of either party to publish the Study Data that does not involve data generated from the use of the Licensed Material individually. If a Party wishes to submit the any Publication(s) involving use of data generated from the Licensed Material for publication, it shall notify the other Parties thirty days in advance of such submission(s). If a Party does not wish to participate in the Publication(s) it shall inform the publishing party in writing within thirty days of notification of the proposed submission(s).
- 5.2 The Parties intend that authorship for all publications of the research results obtained during the course of the Study shall be determined in accordance with the guidelines of the International Committee of Medical Journal Editors ([WWW.ICMJE.ORG/ethical/1author.htm](http://www.icmje.org/ethical/1author.htm)). The Parties agree that order of authorship for all publications will be mutually agreed *prior* to the commencement of any data analysis for the corresponding publications.

G. INTELLECTUAL PROPERTY RIGHTS

- 6.1 For the avoidance of doubt all Background Intellectual Property used in connection with the Study 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.
- 6.2 The Parties agree that any improvements or modifications to a Party's Background Intellectual Property arising from the Study which are not severable from that Background Intellectual Property will be deemed to form part of that Party's Background Intellectual Property.
- 6.3 For the avoidance of doubt, the Licensed Material and the INTER-NDA Data Server including any updates, additions, and modifications to them generated during the course of the Study or otherwise, are, and shall remain, the property of Oxford. CESTA VON AND RICPP shall have no right, title, or interest in the Licensed Material or the INTER-NDA Data Server except as expressly given in this Agreement. Oxford reserves the right to distribute the Licensed Material to third parties and to grant access to the INTER-NDA Data Server (and the data stored on it including the Study Data) to third parties.
- 6.4 All credits and copyright notices printed on the Licensed Material or any accompanying documentation will be left in place.
- 6.5 Each Party grants the others a royalty-free, non-exclusive licence for the duration of the Study to use its Background Intellectual Property for the sole purpose of carrying out the Study. No Party may grant any sub-licence over or in respect of the other's Background Intellectual Property.
- 6.6 Subject to clauses 6.2 and 6.3 all Arising Intellectual Property shall belong to CESTA VON AND RICPP.
- 6.7 Each Party shall ensure that it secures ownership of Arising Intellectual Property generated by its employees, students and/or agents under the Study from its employees, students and agents.
- 6.8 Each Party will execute promptly all documents and carry out all actions which may reasonably be necessary or desirable in order to vest in the other Party ('the Owning Party') or its nominee all rights in all of the Owning Party's Arising Intellectual Property; and enable the Owning Party or its nominee to obtain and renew all patent, design, trademark, copyright and other registrations available for the protection of the Owning Party's Arising Intellectual Property.
- 6.9 CESTA VON AND RICPP warrants that the Study Data will be obtained with all necessary consents and approvals including patient consent and local ethical approval.

- 6.10 If Oxford requires the use of Background Intellectual Property of CESTA VON AND RICPP in order to exercise its rights in its Arising Intellectual Property then, provided CESTA VON AND RICPP is free to license the Background Intellectual Property in question, CESTA VON AND RICPP will not unreasonably refuse to grant or delay granting a licence to Oxford so that Oxford may use such Background Intellectual Property for the purpose of exercising its rights in Arising Intellectual Property.

7. ACCESS TO STUDY DATA

- 7.1 Oxford grants, where applicable, CESTA VON AND RICPP a non-exclusive, non-transferable licence to access the Study Data held on the INTER-NDA data server (subject to availability). Oxford may terminate such licence on three months written notice (such notice not to be given within two years of the commencement of the Study).
- 7.3 CESTA VON AND RICPP grants Oxford a non-exclusive, irrevocable, royalty-free licence to use the Study Data for any purpose, For the avoidance of doubt, and notwithstanding any other provisions in this Agreement, Oxford may pass the Study Data to third parties.
- 7.4 The Parties acknowledge that the Study Data is un-cleaned/un-processed (**raw**) data. Oxford accepts no responsibility for data cleaning, pre-processing or processing.
- 7.3 CESTA VON AND RICPP shall be responsible for ensuring that it has (and for configuring) the telecommunications and other equipment and software (including security and virus-checking software), with appropriate licences, necessary in order safely and securely to access and use the Study Data.
- 7.6 The Parties shall comply with all applicable laws and regulations in relation to the use of the Study Data.
- 7.7 CESTA VON AND RICPP shall notify Oxford promptly of any inaccuracies, errors or malfunctions in the Study Data and/or Licensed Material, which come (or should reasonably come) to its attention.
- 7.8 CESTA VON AND RICPP shall take appropriate technical and organisational measures against the unauthorised or unlawful use of the INTER-NDA Data Server and against the accidental loss or destruction of, or damage to data stored on the INTER-NDA Data Server.
- 7.9 CESTA VON AND RICPP shall keep any password provided to access the INTER-NDA Data Server secure and shall not disclose, or allow to be disclosed, such password to any third parties.

8. ASSIGNMENT

No Party will assign this Collaboration Agreement without the prior written consent of the other Parties, such consent not to be unreasonably withheld, denied or delayed.

9. TERMINATION

- 9.1 In the event that a Party, its employees, or persons acting on its behalf breach any provision of this **Agreement**, the other Parties shall have the right to terminate this Collaboration Agreement with immediate effect upon notice to the Party in default.

- 9.2 A Party shall have the right to terminate this Collaboration Agreement by serving written notice on the others in the event that the other Party(ies) has a petition presented for its winding-up, or passes a resolution for voluntary winding-up otherwise than for the purposes of a bona fide amalgamation or reconstruction, or compounds with its creditors, or has a receiver or administrative receiver appointed of all or any part of its assets, or enters into any arrangements with creditors, or takes or suffers any similar action in consequence of debts. Such notice may terminate this Collaboration Agreement either immediately or at the end of such period as the terminating Party shall elect.
- 9.3 On the termination or expiration of this Collaboration Agreement (however arising), CESTA VON AND RICPP will immediately discontinue use of the Licensed Material.

10. LIMITATION OF LIABILITY

- 10.1 The Licensed Material is licensed to CESTA VON AND RICPP under this Collaboration Agreement on an "as is" basis. Oxford makes no representations and gives no warranties of any kind in relation to the Licensed Material: for example, no warranties are given about the quality, accuracy, reliability, or effect on hardware or software of the Licensed Material; the fitness for a particular purpose of the Licensed Material; or that the use of the Licensed Material will not infringe any intellectual property or other rights. CESTA VON AND RICPP will be wholly responsible for the use to which the Licensed Material is put, and will indemnify Oxford against all and *any* costs, claims, demands or liabilities consequent upon or arising out of the use of the Licensed Material or in connection with this Collaboration Agreement,
- 10.2 Without prejudice to clause 10.1, Oxford disclaims liability for any non-performance, whether temporary or permanent, of the INTER-NDA Data Server or the NeuroApp and CESTA VON AND RICPP accepts liability for collecting, maintaining and securely storing any hard copy back-up of data collected or stored by the INTER-NDA Data Server or the NeuroApp in relation to the Study. Oxford accepts no liability for any data losses that might ensue because of technical errors in either the NeuroApp or the INTER-NDA Data Server.
- 10.3 CESTA VON AND RICPP acknowledges that the Study Data was not collected by Oxford and, accordingly, Oxford accepts no liability for any loss arising as a result of any reliance placed on the Study Data.
- 10.4 Oxford accepts no liability for any loss or damage arising from CESTA VON AND RICPP failure to ensure software compatibility with the Licensed Material or to carry out appropriate virus checks
- 10.4 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 Study, or the content or use of any materials, works or information provided in connection with the Study, will not constitute or result in infringement of third-party rights.
- 10.5 Subject to clause 6.9, 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 Study, nor for any reliance which may be placed on such work or results, nor for advice or information given in connection with them.

- 10.6 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.
- 10.7 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.
- 10.8 In any event, the maximum liability of the Parties towards each other under or otherwise in connection with this Collaboration Agreement or its subject matter shall not exceed the sum of fi10,000.
- 10.9 Nothing in this Collaboration Agreement limits or excludes either Party's liability for:
- 10.9.1 death or personal injury resulting from negligence; or
- 10.9.2 any fraud or for any sort of oihier liability which, by law, cannot be limited or excluded.
- 10.10 If any sub-clause of this Clause 10 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 10.
- 10.11 The parties acknowledge and agree that the limitations and exclusions of liability set out in this clause 10 are reasonable and have been agreed taking into account the nature of the Study Data and the manner of its collection, and the intended uses of the Licensed Material by CESTA VON AND RICPP.

11. NOTICES

Oxford's representative for the purpose of receiving reports and other notices shall until further notice be.

The Director, Research Services
University Offices,
Wellington Square
Oxford
OX1 2JD

With copien to:

The Departmental Administrator
Nuffield Department of Obstetrics and Gynaecology
Level 3, Women's Centre
John Radcliffe Hospital
Oxfod
OX3BDU

And:

Dr. Michelle Fernandez
The Mill House
Oxfordshire
OX29 7PT

CESTA VON AND RICPP representative for the purpose of receiving reports and other notices shall be:

Pavol Hrica
Executive Director
Cesta Von
Martinskí 18,
821 05 Bratislava,
ISO: 51656957, Slovakia

Janette Moilova
Executive Director
Výskumný ústav detskej psychológie a patopsychológie (Research Institute of
Child Psychology and Psychopathology)
Cyprichova 42,
831 05 Bratislava,
ISO: 00681385, Slovakia

12. FORCE MAJEURE

- 12.1 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).
- 12.2 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 Study is viable, or whether the Study and this Collaboration Agreement should be terminated.

13. GENERAL

- 13.1 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.
- 13.2 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.
- 13.3 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).

- 13.4 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.
- 13.5 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 Study 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.
- 13.6 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.
- 13.7 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 Study. 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.
- 13.8 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. 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.
- 13.9 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.