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Biology Centre of the Czech Academy of Sciences
Institute of Entomology
Branisovska 1160/31
370 05 Ceske Budejovice
Czech Republic

Reference: 144942

Dear Sirs

The Leverhulme Trust funded project
“Community assembly in old-growth tropical forest”

The University of Liverpool (“University”) has entered into an Agreement (the “Main Agreement”) with The Leverhulme Trust (the “Funder”) in the pursuance of work to be carried out on the project entitled “**Community assembly in old-growth tropical forest**” (hereinafter referred to “the Project”).

1 TERMS OF REFERENCE

Dr Catherine Parr (the “University Representative”) of the Department of Earth, Ocean and Ecological Sciences of the University shall be the Principal Investigator on the Project.

Dr Simon Segar of The Biology Centre of the Czech Academy of Sciences (“BCCAS”) was a co-applicant on the Project proposal and shall have responsibility for its share of research tasks and outputs set out in Appendix 1 or as may be mutually agreed between the parties. BCCAS shall provide the University with regular reports together with a critical study of any major difficulties during the Project.

2 DURATION

This Agreement shall take effect from 1 January 2018 for a period of 36 months, unless terminated in accordance with paragraph 7 of this Agreement.

3 INTELLECTUAL PROPERTY OWNERSHIP

All intellectual property and know how generated in the course of the Project (“Arising IP”) shall belong to the University. The University hereby grants to BCCAS a licence to use the Arising IP for teaching and research purposes only.

4 CONFIDENTIALITY

Unless agreed otherwise, BCCAS shall keep confidential and not disclose to any third party the terms of this Agreement and any information, know-how and intellectual property in connection with the Project. Such obligations shall survive termination of this Agreement provided that any information that was in BCCAS’ possession prior to the start date in paragraph 2 or which lawfully becomes available to BCCAS from a source independent of this Agreement or which is within the public domain without breach of this term by BCCAS or which is approved for release in writing by an authorised representative of the University shall not be subject to such restrictions.

5 PAYMENT

The University shall pay to BCCAS the total sum of £24,000.00 towards the cost of its involvement in the Project.

BCCAS shall invoice the University quarterly in arrears on the basis of actual expenditure and the University shall make payment to BCCAS within 30 days of receipt of an invoice. Payment will be contingent on the University Representative being satisfied that the research contributions made by BCCAS are satisfactory.

Invoices should be addressed to Research Support Office, The University of Liverpool, Waterhouse Buildings, 2nd Floor, Block C, Liverpool L69 3GL quoting the University Representative name and the above reference.

6 INDEMNITY

BCCAS shall indemnify the University and its servants and agents against all damages, losses, claims costs and expenses for which the University becomes legally liable as a result of or in connection with this Agreement and the Project, provided that notice in writing shall be given to BCCAS as soon as is practicable of any such action or claim brought or threatened against the University.

7 TERMINATION

This Agreement is terminable upon the giving of three months’ notice by either Party and may be terminated by the University if for any reason BCCAS shall be unable or unwilling to continue working on the Project.



In the event that the University terminates this Agreement, the University shall be entitled to recover any amounts paid to BCCAS by the University which have not yet been counted as actual expenditure towards the Project.

8 ASSIGNMENT AND SUBCONTRACTING

Neither party shall assign or subcontract any obligation, benefit or interest herein without the prior written consent of the other party.

9 AGREEMENT MODIFICATION

Any agreement to change the terms of this Agreement in any way shall be valid only if the change is made in writing and approved by mutual agreement of authorised representatives of the parties hereto.

10 LAW

This Agreement shall be governed by the laws of England and both parties agree to submit to the exclusive jurisdiction of the English courts unless the University voluntarily submits itself to the jurisdiction of some other tribunal.

The University of Liverpool

Biology Centre of the Czech Academy of Sciences

Signed:.....

Signed:.....

Name:.....

Name:.....

Position:.....

Position:.....

Date:.....

Date:.....