

# CERTIFICATE OF PARTICIPATION

PRESENTED TO

Esha Jainiti

FROM

Amity University Haryana

FOR ACTIVE PARTICIPATION IN THE EUROPEAN VISITING PROGRAM AT FREDERICK UNIVERSITY, CYPRUS, ORGANIZED UNDER THE AEGIS OF THE PROJECT, "CABCIN - ESTABLISHMENT OF CAPACITY BUILDING CENTRES AS A SUSTAINABLE SOLUTION TO RAISE THE STANDARDS OF TEACHING STAFF IN INDIAN HEIS" CO-FUNDED UNDER ERASMUS+ KEY ACTION 2 - CAPACITY BUILDING IN HIGHER EDUCATION, OF THE EUROPEAN UNION.

COORDINATING INSTITUTION



Wrocław University  
of Science and Technology



Co-funded by the  
Erasmus+ Programme  
of the European Union

Kamil Ludwikowska

DR KAMILA LUDWIKOWSKA  
PROJECT MANAGER

PARTNER INSTITUTIONS



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## COLLABORATION AGREEMENT

**THIS AGREEMENT dated 1 December 2018 is made BETWEEN:**

- 1) The **UNIVERSITY OF THE HIGHLANDS AND ISLANDS**, a limited company registered in Scotland number SC148203, Scottish Charity number SC022228 and having its registered office at 12B Ness Walk, Inverness IV3 5SQ, Inverness-shire, United Kingdom (hereinafter "UHI");
- 2) **AMITY UNIVERSITY, GURGAON**, a university established by the Amity Education Group through the Haryana Private Universities Act 2010, and having its administrative offices at Amity Education Valley, Gurgaon District, Manesar, Haryana 122413, India (hereinafter "AUH")

each a "**Party**" and collectively "**the Parties**".

### WHEREAS

- A. UHI made a proposal for funding for a research project called "Mediating multilingualism in a local community context – a sharing of innovation and expertise between Scotland, Ireland, and India" (the "Project") as set out in Schedule 1; and
- B. The Funding Body has awarded a grant award to UHI to carry out the Project (the "Award"); and
- C. UHI wishes AUH to carry out a portion of the Project as envisaged in the proposal to the Funding Body.
- D. This Collaboration Agreement (the "Agreement") sets out the terms under which the Parties shall perform the Allocated Work.

**THE PARTIES NOW HEREBY AGREE as follows:**

#### 1. 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 research allocated to each Party, as defined in the Project at Schedule 1, or as modified from time to time, with agreement of the Parties;
"Arising Intellectual"	shall mean any Intellectual Property which is

Property”	generated or first reduced to practice by either Party 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 developed independently from the Project, and which the owning Party contributes or uses in the course of performing the Project;
“Co-investigator”	shall be Professor Udaya Narayana Singh at AUH;
“Collaborating Organisations”	shall mean UHI and AUH;
“Confidential Information”	shall mean all data, knowledge and information, (including but not limited to any Background Intellectual Property disclosed by one Party to the others for use in the Project and identified as confidential before or at the time of disclosure and any Arising Intellectual Property in which that Party owns the Intellectual Property;
“Funding Body”	shall mean the Scottish Funding Council;
“HEFCE”	shall mean Higher Education Funding Council for England;
“Impact”	shall mean data and information demonstrating the impact of the use of the Intellectual Property including but not limited to direct economic impact, total sales generated, non-confidential purchaser details, benefits to health, quality of life and culture and generation of jobs;
“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), trademarks, trade names and service marks, applications for any of the above;
“ODA”	shall mean the UK’s Official Development Assistance;
“Principal Investigator”	shall be Professor Conchúr Ó Giollagáin at UHI, or his successor;



“Project Manager” shall be Gordon Wells;  
“Project Period” shall be from 1 December 2018 to 31 July 2019;

- 1.2. In this Agreement, references to Clauses and Schedules refer to Clauses and Schedules of this Agreement; and the singular form of any word includes the plural, and vice versa, as required by the context.
- 1.3. In the event of any conflict between the terms of this Agreement and the terms of the Award, then the terms of the Award will prevail.

## 2. THE PROJECT

- 2.1. The Parties will each use their reasonable endeavours to collaborate on the Project as described in Schedule 1 of this Agreement including any modifications, deletions or expansions approved in writing by the Parties, but for the avoidance of doubt, no such modification shall be agreed between the Parties which would or might cause the Project no longer to be compliant with the ODA rules and regulations, further details of which are described at <https://www.gov.uk/government/collections/official-development-assistance-oda-2> and <https://www.oecd.org/dac/stats/34086975.pdf>. The Parties to this Agreement shall be bound mutatis mutandis by and undertake to comply with the terms and conditions of the Award insofar as such terms are applicable to the Parties, which therefore are deemed to form part of this Agreement save that terms and conditions of the Award that are specific to either UHI or AUH 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 the Co-investigator. All other staff engaged in the Project will be line-managed by the Principal Investigator or the Co-Investigator as applicable. The Co-Investigator will be responsible to the Principal Investigator. AUH warrants to UHI that the Co-Investigator and the Co-Investigator's staff working on the Project (“AUH Staff”) are its employees and any changes to AUH Staff must be agreed in writing by UHI.
- 2.3. In respect of the Allocated Work, UHI and AUH will provide the necessary infrastructure, materials, equipment and support staff to complete such work and to carry out that work diligently within the scope envisaged by its funding. Although each Party will use its reasonable endeavours to perform the Project, neither Party undertakes that work carried out under or pursuant to this Agreement will lead to any particular result, nor is the success of such work guaranteed.
- 2.4. With respect to the exchange and use of any physical materials that are provided by one Party to the other Party, nothing in this Agreement purports to permit any recipient Party to reverse engineer or otherwise analyse any of such materials provided to it under this Agreement except as specifically set out herein, as provided for in the Project proposal or as may be separately agreed in writing between the receiving party and the sender of those materials.

### 3. PAYMENT

- 3.1. The Funding Body has undertaken to provide funding for the Project and UHI shall act as recipient of the funding for the Parties. Prior to any payments being made by UHI to a AUH in accordance with Schedule 2 of this Agreement, and any Additional Funds as defined at 3.5, all obligations regarding financial control, anti-bribery and corruption as set out in Schedule 3 must have been met by both UHI and AUH alike. UHI confirms to AUH that it has policies and procedures in place to ensure that it is able to conform to all applicable financial, legal and statutory requirements under this Agreement and as required by the Funding Body. AUH undertakes to UHI to comply with the requirements included in Schedule 3. UHI may undertake an audit of AUH's records and statements for this purpose from time to time upon reasonable notice during the Project Period. UHI confirms to AUH that it is subject to the same right of audit by the Funding Body, which has the right to undertake such audits from time to time.
- 3.2. In the event that the Funding Body requires the reimbursement by UHI of any sums paid under this Agreement, then to the extent that such requirement arises from the acts or omissions of AUH (or of any person undertaking part of the Allocated Work on behalf of AUH), AUH hereby agrees to reimburse UHI the sum so claimed back by the Funding Body together with any interest charged thereon.
- 3.3. Each Party shall use all funds received under this Agreement in such a manner as to best carry out the Project.
- 3.4. The Parties acknowledge that each is responsible for the conduct and administration of each of their funding allocations, is accountable for the use of public funds and that each must ensure that all expenditure is subject to robust controls. AUH must therefore provide full evidence of expenditure, which shall include, but not be limited to, all itemised purchase receipts, self-receipts where applicable, all invoices, and evidence of all payments to its staff, and any information requested by UHI to enable it to comply with this Clause 3.4 and any obligations of the Funder. For the avoidance of doubt, each Party shall maintain full and accurate records of all expenditure incurred in connection with the Project.
- 3.5. The Parties each acknowledge that in respect of the ongoing operation of the Project, certain additional funds to those already detailed in Schedule 2 ("Additional Funds") may need to be allocated to AUH by UHI. The Parties hereby agree that UHI shall be responsible for organising the award of such Additional Funds directly with AUH.
- 3.6. AUH shall co-operate fully with UHI in the undertaking of such due diligence checks as may reasonably be required by UHI or the Funding Body ("Due Diligence Checks") pursuant to the terms of the Award and AUH's participation in the Project.
- 3.7. AUH acknowledges and agrees that UHI shall have the right (but not the obligation) to require AUH to take steps or put in place procedural controls which are included in or are reasonably similar in design or intent to those included in Schedule 3 and which may be prepared for AUH and documented for AUH by UHI in conjunction



with the Funding Body ("Conduct Requirements") with respect to AUH's conduct during the Project Period following the conclusion by either Party of the Due Diligence Checks insofar as AUH participates in the Project.

- 3.8. Each Party agrees that the Due Diligence Checks may be refreshed or re-undertaken by UHI from time to time during the Project Period and that the Conduct Requirements may be varied, superseded or replaced or otherwise modified in any way by a decision of UHI (having consulted with, and taken account of the advice of, the Funding Body).
- 3.9. AUH further acknowledges that prior to any funds being disbursed to it under this Collaboration Agreement by UHI, all its relevant Due Diligence Checks must have been completed to UHI and the Funding Body's satisfaction.
- 3.10. AUH agrees to co-operate with UHI or the Funding Body in any exercise by or on behalf of the Funding Body of any rights of inspection of records and financial procedures and in the meeting of any Conduct Requirements applicable to AUH.

#### **4. PUBLICATION AND CONFIDENTIALITY PROCEDURES**

##### **Confidentiality:**

- 4.1. Subject to Clauses 4.3 and 4.5, each Party will use all reasonable endeavours not to disclose to any third party or use for any purpose except as expressly permitted by this Collaboration Agreement any Confidential Information of the other Party.
- 4.2. No Party shall incur any obligation under Clause 4.1 with respect to information which:
  - 4.2.1. is known to the Party receiving such Confidential Information (in this Clause 4, referred to as the "Receiving Party") before the start of the Project Period, and not impressed already with any obligation of confidentiality to the Party disclosing such Confidential Information (referred to in this Clause 4 as the "Disclosing Party"); or
  - 4.2.2. is or becomes publicly known without the fault of the Receiving Party; or
  - 4.2.3. 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 UK Freedom of Information Act 2000 or the Freedom of Information (Scotland) Act 2002, none of the exemptions in those Acts apply to the Confidential Information;
  - 4.2.7. is required to be disclosed by law or regulation (including any requests under the Freedom of Information Act 2000 or the Freedom of

Information (Scotland) Act 2002 or Environmental Information Regulations (2004) and the INSPIRE Regulations 2009 and INSPIRE Regulations (Scotland) 2009 by order of a competent authority (including any regulatory or governmental body or securities exchange), provided that the other Disclosing Party is given as much advance notice of the intended disclosure by the Receiving Party as is reasonably practicable in the circumstances and the Receiving Party consults with the Disclosing Party and gives due consideration to the Disclosing Party's comments. In the case of any Freedom of Information Act request made of a Receiving Party, the Disclosing Party undertakes to respond to the Receiving Party within 5 (five) working days after receiving notice from the Receiving Party if the notice requests assistance in determining whether or not an exemption in that Act applies.

- 4.3. Pursuant to periodical assessment by HEFCE, UHI is obliged to demonstrate the Impact on society of its research and to this effect AUH agrees to provide to UHI reports on any development, commercial or otherwise, of Arising Intellectual Property (to include effects, changes or benefits to the economy, society, public policy or services, health and the environment) and/or to provide UHI with reasonable assistance in writing case studies for HEFCE when reasonably requested to do so.
- 4.4. UHI may submit case studies relating to the Project to HEFCE. These submissions must be made on a confidential basis if the case study contains AUH's Confidential Information.

**Publications:**

- 4.5. The Project will 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. Accordingly, the Parties are obliged to ensure that there must be elements of public benefit arising from the Project, and these obligations are secured through the remaining Clauses in this Clause 4.
- 4.6. This 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.
- 4.7. 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:
  - 4.7.1. following the procedures laid down in Clause 4.8, to publish results, jointly where applicable, obtained during the course of work undertaken as part of the Project; and
  - 4.7.2. 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.



- 4.8. Each Party will use all reasonable endeavours to submit material intended for publication to the other Party in writing not less than 30 (thirty) days in advance of the submission for publication. The publishing Party may be required to delay submission for publication if in the other Party's opinion such delay is necessary in order for that other Party to seek patent or similar protection for material in respect of which it is entitled to seek protection, or to modify the publication in order to protect Confidential Information. A delay imposed on submission for publication as a result of a requirement made by the other Party shall not last longer than is absolutely necessary to seek the required protection; and therefore shall not exceed 3 (three) months from the date of receipt of the material by such Party, although the publishing Party will not unreasonably refuse a request from the other Party for additional delay in the event that property rights would otherwise be lost. Notification of the requirement for delay in submission for publication must be received by the publishing Party within 30 (thirty) 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.
- 4.9. The provisions of Clauses 4.1 and 4.2 shall survive for a period of 3 (three) years from the date of termination of this Agreement. The provisions of Clause 4.8 shall survive for a period of 1 (one) year from the date of termination of this 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 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 Party except under the terms of this Agreement. Each Party acknowledges and confirms that nothing contained in this 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 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 will be deemed to form part of that Party's Background Intellectual Property.
- 5.2. Each Party grants the other a royalty-free, non-exclusive licence for the duration of the Project to use its Background and Arising Intellectual Property for the sole purpose of carrying out the Project. No Party may grant any sub-licence over or in respect of the other's Background and Arising 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 Award, 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 Clauses 5.5 and 5.6.



- 5.4. Each Party shall promptly disclose to the other 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. Where any Arising Intellectual Property is created or generated by the Parties jointly ("Joint Intellectual Property"), the joint creators will jointly own the same and the Parties shall apportion such ownership amongst themselves according to respective inventive contributions. The joint owners undertake to conclude detailed arrangements under a separate written agreement between them in respect of any Joint Intellectual Property for, inter alia, the handling of protection, prosecution and exploitation arrangements for Joint Intellectual Property; cost sharing in relation to the internal and external costs (including, without limitation, official fees) for the drafting, filing, prosecuting and maintenance of such Joint Intellectual Property; which Party shall be named as applicant or co-applicant; the strategy for registration or protective applications, maintenance and renewal of any such registrations or applications; the territories in which applications for protection will be made; and co-operation obligations in respect of the Joint Intellectual Property. Each such joint owner or joint applicant shall have the right to use Joint Intellectual Property by itself solely for non-commercial internal research and development and teaching purposes only, without recourse to the other joint owning Party.
- 5.6. Either Party shall have the right (but not the obligation) to request to commercially exploit any Arising Intellectual Property or Joint Intellectual Property vested in the other Party where such Arising Intellectual Property or Joint Intellectual Property is specifically applicable to the requesting Party's commercial area of interest or in order to exploit the requesting Party's Arising Intellectual Property (the "Option") within 3 months of the end of the Project Period (the "Option Period"). The Option Period shall be extendable only by written agreement as between the requesting Party and the owning Party and the exercise of such Option shall be subject to Clause 5.7. However, should the requesting Party decide not to exercise such Option or fail to successfully conclude the negotiations referred to in Clause 5.7 within the Option Period, the Option shall lapse and the owning Party shall be free to dispose of their Arising Intellectual Property as it may so decide with no further recourse to the requesting Party.
- 5.7. Should either Party wish to exercise its Option, that Party must serve written notice within the Option Period on the other Party to that effect. The Parties shall then together use reasonable endeavours to negotiate in good faith the terms of a separate specific written agreement between the Parties which shall include reasonable commercial terms (to include the payment of royalties or other forms of reward) for the type of rights involved, taking into account (inter alia) the Parties' respective financial and non-financial contributions under this Agreement and their respective contributions to such exploitation determined on a case-by-case basis.
- 5.8. Either Party may request access rights to the other Party's Background Intellectual Property. The Party owning such Background Intellectual Property shall not



unreasonably refuse, condition or delay such access but such access may be restricted to the extent to which such access is legally permitted by the owning Party and such access rights shall be subject to the same access rights as are described in Clauses 5.6 and 5.7, save that the Option Period shall end after 3 months following the Project Period.

- 5.9. Each Party hereby grants to the other Party an irrevocable, non-transferable, royalty-free right to use all Arising Intellectual Property generated in the course of the Project for academic and research purposes, including research involving projects funded by third parties provided that those parties gain or claim no commercial or exploitable rights to such Arising Intellectual Property.

## **6. ASSIGNMENT**

- 6.1. AUH will not assign this Agreement or subcontract any part of its Allocated Work without the prior written consent of UHI, such consent not to be unreasonably withheld, denied or delayed.
- 6.2. Where UHI approves a request from AUH to subcontract or assign any part of AUH's Allocated Work or other tasks or duties arising pursuant to this Agreement, AUH must ensure that the assignee or subcontractor (and any person to whom the assignee or subcontractor may assign or subcontract part of those tasks or duties) agrees to be bound by the provisions of this Agreement as if it were a direct party to this Agreement and in such fashion that UHI can enforce the provisions of this Agreement against any such assignee or subcontractor.

## **7. WITHDRAWAL**

- 7.1. AUH may withdraw from the Project upon 6 (six) months prior written notice to UHI, where it considers withdrawal justified on the grounds that no further purpose to the Project would be served by AUH continuing in the Project. Withdrawal by AUH will only take place after discussions between the Principal Investigator and the Co-Investigator, after which meeting UHI will confirm to AUH any reasonable conditions to be imposed on AUH and the official date of withdrawal ("Date of Withdrawal").
- 7.2. In the event of withdrawal of AUH, UHI will make all reasonable attempts to reallocate the obligations of AUH (including the re-allocation of the AUH's Allocated Work) under this Agreement to a new Party acceptable to the Funding Body provided that such Party agrees to be bound by the terms of this Agreement.
- 7.3. AUH shall not be entitled to recover any of its costs incurred in connection with the Allocated Work from the Date of Withdrawal 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 UHI in respect of AUH'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 Agreement;



- 7.3.2. to the extent that exploitation of UHI's Arising Intellectual Property or any Joint Intellectual Property is dependent upon the AUH's Background Intellectual Property, Arising Intellectual Property or Joint Intellectual Property, then AUH shall, to the extent that it is legally able to do so, grant to UHI a non-exclusive licence to such Intellectual Property on fair and reasonable terms to be agreed. UHI shall have an Option to obtain access rights to the AUH's Intellectual Property on the same terms as are provided for in Clauses 5.6, 5.7 and 5.8;
- 7.3.3. AUH shall grant to UHI a non-exclusive, royalty-free licence to use the AUH's Arising Intellectual Property for the purposes of carrying out the Project and for the Project Period;
- 7.3.4. all rights acquired by AUH to the Background Intellectual Property and Arising Intellectual Property of UHI shall cease immediately other than in respect of AUH's interest in any Joint Intellectual Property under Clause 5.5.

## **8. TERMINATION**

- 8.1. A Party (the "Terminating Party") may terminate its involvement in this Agreement by giving 90 (ninety) days prior written notice to the other Party of its intention to terminate if the other Party (the "Party in Breach") commits a material breach of the terms of this Agreement, or is persistently in breach of this 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 by the Party in Breach. If the breach is capable of being remedied and is remedied by the Party in Breach within the 90 (ninety) 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 90 (ninety) day notice period, then termination shall also not be effective if the by the Party in Breach 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 is a persistent breach, then the termination shall take effect at the end of the 90 (ninety) day notice period in any event and this Agreement will be deemed to have terminated with effect from such date.
- 8.2. All rights acquired by the Terminating Party to Background Intellectual Property and Arising Intellectual Property of the other Party shall cease immediately other than in respect of the Terminating Party's interest in any Jointly Intellectual Property.
- 8.3. AUH agrees to notify UHI in writing promptly if at any time its Co-Investigator is unable or unwilling to continue the direction and supervision of the relevant Allocated Work ("Co-Investigator Replacement Notice"). Within 60 (sixty) days after service of the Co-Investigator Replacement Notice AUH shall nominate a successor to replace its Co-Investigator. UHI will not decline unreasonably to accept the nominated successor. If the successor is not, however, acceptable on reasonable and substantial grounds, then either:



- 8.3.1. AUH will be asked to withdraw from the Project in accordance with Clause 7.2; or
- 8.3.2. this Agreement may be terminated by one Party giving 90 (ninety) days' written notice to the other Party.
- 8.4. UHI agrees to notify AUH promptly in writing if at any time the Principal Investigator is unable or unwilling to continue the direction and supervision of the Project. Within 60 (sixty) days after such incapacity or expression of unwillingness UHI shall nominate a successor to replace the Principal investigator. AUH will not decline unreasonably to accept the nominated successor. However, if the successor is not acceptable to AUH on reasonable and substantial grounds, then UHI may terminate this Agreement absolutely by giving 90 (ninety) days' written notice to AUH.
- 8.5. The expiry of the Project Period or the termination of this Agreement under Clauses 8.1, 8.3 or 8.4 shall cause the termination of this Agreement with effect from the applicable date of expiry or termination of the obligations imposed on the Parties under Clause 2, save as otherwise expressly set out in this Agreement.
- 8.6. This Agreement will be deemed to have terminated with immediate effect if:
  - 8.6.1. a court of competent jurisdiction:
    - 8.6.1.1. makes an order for a Party's winding-up or dissolution; or
    - 8.6.1.2. makes an administration order in relation to that Party; or
  - 8.6.2. either Party:
    - 8.6.2.1. passes a resolution for its winding-up; or
    - 8.6.2.2. appoints a receiver over, or an encumbrancer takes possession of or sells an asset of, that Party; or
    - 8.6.2.3. makes an arrangement or composition with its creditors generally; or
    - 8.6.2.4. makes an application to a court of competent jurisdiction for protection from its creditors generally.
- 8.7. 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 to terminate this Agreement upon an agreed date of termination. In the event of such termination AUH shall be reimbursed for all costs properly charged in accordance with this Agreement and incurred or committed up to the date of termination.

## **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 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. The Parties undertake to make no claim in connection with this Agreement or its subject matter against any individual employees, students, agents or appointees of either 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 Agreement, or arising in any other way out of the subject-matter of this Agreement, will not extend to loss of business or profit, or to any indirect or consequential damages or losses.
- 9.5. In any event, the maximum liability of either Party under or otherwise in connection with this Agreement or its subject matter shall not exceed the monies received by that Party.
- 9.6. Nothing in this 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 either 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. UHI's representative for the purpose of receiving notices shall until further notice be Fiona M Larg, Chief Operating Officer and Secretary.
- 10.2. AUH's representative for the purpose of receiving notices shall until further notice be the Registrar, Amity University Haryana.

## **11. FORCE MAJEURE**

- 11.1. A Party shall not be liable for failure to perform its obligations under this Agreement, nor be liable to the other Party for any claim for compensation or damage, nor be deemed to be in breach of this Agreement, if such failure arises from an occurrence (excluding an obligation to make payment) or circumstances beyond the reasonable control of that Party.
- 11.2. If a Party affected by such an occurrence causes a delay of 3 (three) months or more, and if such delay may reasonably be anticipated to continue, then the Parties shall discuss whether continuation of the Project is viable, or whether the Project and this Agreement should be terminated.



## 12. GENERAL

- 12.1. Clause headings are inserted in this Agreement for convenience only, and they shall not be taken into account in the interpretation of this Agreement.
- 12.2. Save as expressly provided for in this Agreement, nothing herein shall be deemed or construed to constitute a partnership or joint venture between the Parties, nor to constitute a Party as the agent or the legal representative of the other Party for any reason whatsoever. Save as expressly provided for in this Agreement, neither Party is granted any right or authority to act for, or to incur, assume or create any obligation, responsibility or liability, express or implied, in the name of or on behalf of the other Party or to bind the other Party in any manner whatsoever.
- 12.3. Each Party (the "First Party") warrants to the other that its participation in the Project shall not give rise to a transfer of any of its employees or those of any third party to the other Party pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or replaced from time to time ("TUPE"). Accordingly, the First Party shall indemnify, and shall keep indemnified, the other Party in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the other Party as a result of or in connection with any transfer or purported or alleged transfer of any employees or workers pursuant to the operation of TUPE.
- 12.4. Each Party which is undertaking research activities as part of the Project 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 its senior management of the investigation and its outcome. Where an allegation of research misconduct arises in respect of both Parties' participation in the Project, the 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 the 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 other Party.
- 12.6. The Parties (including any employee, sub-contractor or agent of either Party, in all cases whether or not acting with that Party's knowledge) agree to comply with all applicable anti-corruption and anti-bribery laws and any other applicable laws in connection with their performance under this Agreement, (including, without limitation, laws relating to import and export control, hazardous materials transportation laws, anti-money laundering laws and tax laws) as described at Schedule 3. Any failure by a Party (including any employee, sub-contractor or agent of that Party) (the "Offending Party") to comply with any provision of this Clause 12.6 is considered to be a material breach of this Agreement. If AUH is made aware of any such breach AUH must promptly inform UHI of all relevant circumstances



within its knowledge. UHI shall take such steps as it considers appropriate in the circumstances to investigate any reported breach and shall have the right to:

- 12.6.1. terminate this Agreement on the service of such period of notice in writing as UHI considers reasonable in the circumstances;
- 12.6.2. require AUH to:
  - 12.6.2.1. promptly remedy specific aspects of its conduct and performance regarding its participation in the Project;
  - 12.6.2.2. promptly change or otherwise modify its procedures to take account of UHI's guidance or other requirements.
- 12.7. In the event that a Party has reasonable grounds, in its own discretion, to believe that the other Party may have violated any provision of Clause 12.6, the violating Party agrees to provide the other Party with reasonable access to books, records, documents, or other files relating to any such possible violation.
- 12.8. The Parties confirm that nothing in this Agreement shall confer or purport to confer on any third party any benefit or any right to enforce any term of this Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999. Notwithstanding the foregoing, the Parties may amend, vary or otherwise change the terms of this Agreement without the consent of the Funding Body or any other person.
- 12.9. This Agreement and its Schedules (which are incorporated into and made a part of this Agreement) constitute the entire agreement between the Parties for the Project and no statements or representations made by either Party have been relied upon by the other in entering into this Agreement. Any variation shall be in writing and signed by authorised signatories for each Party.
- 12.10. This Agreement shall be governed by English Law and the English Courts shall (once the procedures set out in Clause 12.11 below have been followed and exhausted) have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with this Agreement.
- 12.11. If any dispute arises out of this 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 Project. If the Parties are not able to resolve the dispute informally within a reasonable time not exceeding 2 (two) 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.
- 12.12. Notwithstanding Clause 12.11 above, the Parties hereby agree and acknowledge that common law remedies may not be adequate or appropriate to remedy or compensate for a breach of certain obligations under this Agreement and that consequently the Parties expressly contemplate and acknowledge that in the event of a breach of obligations either Party shall be entitled if it so requires in any particular case to seek injunctive relief (including, without limitation, specific



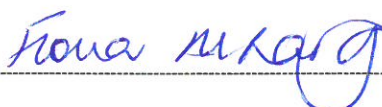
performance and injunction) in addition to any other available remedy, including damages, from a Court of competent jurisdiction.

- 12.13. No delay, omission or forbearance by a Party to exercise or enforce any right, power or remedy shall operate as a waiver thereof, and any single or partial exercise or enforcement thereof shall not preclude any other or further exercise or enforcement thereof or the exercise or enforcement of any other right, power or other remedy.
- 12.14. This Agreement may not be released, discharged, supplemented, amended, varied or modified except by an instrument in writing signed by a duly authorised representative of each of the Parties. The invalidity for any reason whatever of any provisions of this Agreement will in no way affect the remainder of this Agreement which will in all other respects remain valid and enforceable.
- 12.15. If any one or more Clauses or sub-Clauses of this Agreement would result in this 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 Agreement, and shall negotiate an amendment which, as far as legally feasible, maintains the economic balance between the Parties.
- 12.16. This Agreement may be executed in two counterparts and by the different Parties in different counterparts, each of which when executed and delivered is an original but all such counterparts shall be deemed to constitute one and the same instrument. The Parties agree that the delivery of this Agreement by facsimile or exchange of signatures in PDF files shall have the same force and effect as delivery of original signatures and that the Parties may use such facsimile signatures or exchange of signatures in PDF files as evidence of the execution and delivery of this Agreement by the Parties to the same extent that an original signature could be used.

**EXECUTED** as an agreement:

**SIGNED** for and on behalf of **UNIVERSITY OF THE HIGHLANDS AND ISLANDS**

Name: Fiona Margaret Larg  
Chief Operating Officer and  
Position: Secretary

Signature: 



**SIGNED** for and on behalf of **AMITY UNIVERSITY,  
GURGAON**

Name:

Prof (Dr) Padmakali Banerjee

Position:

Pro-Vice-Chancellor, Amity  
University Haryana, Gurgaon  
(India)

Signature:

Padmakali

Pro Vice Chancellor & Dean Academics  
Amity University Haryana  
Manesar-122413 (Gurgaon)

**Schedules:**

- Schedule 1: The Project (including Allocated Work)
- Schedule 2: Breakdown of costs to Collaborating Organisations
- Schedule 3: Financial control matters, Anti-Bribery and Anti-Corruption



## SCHEDULE 1 - The Project

### MEDIATING MULTILINGUALISM IN A LOCAL COMMUNITY CONTEXT – A SHARING OF INNOVATION AND EXPERTISE BETWEEN SCOTLAND, IRELAND, AND INDIA

#### Background – the UHI “niche”

The University of the Highlands and Islands (UHI) is a federal institution committed to servicing the educational, socio-cultural and economic needs of its geographical region. This includes the only remaining Hebridean communities in which the Gaelic language is still used on a vernacular basis, which fact places a responsibility on the institution to develop and use a bilingual modus operandi to the best of its ability. This represents a significant challenge, which is partially met through the work of member college, Sabhal Mòr Ostaig (SMO), on the Isle of Skye, the only tertiary institution in existence attempting to provide undergraduate and postgraduate instruction solely through the medium of Gaelic. A new initiative in research terms is the recently established Language Sciences Institute under the direction of Professor Conchúr Ó Giollagáin, who, in addition to his Principal Investigator role in the current flagship Islands Gaelic Research Project (reporting 2018), brings to bear extensive and intimate experience of Irish sociolinguistic research and planning efforts in recent years (notably through his direction of the 2007 Comprehensive Linguistic Study of the Use of Irish in the Gaeltacht), providing an expertly informed basis for cross-border/international comparative work.

In addition to its teaching work SMO has a track record of combining collaborative developmental work with close community engagement, as evidenced, for example, in the Guthan nan Eilean/Island Voices project, which grew out of a series of EU-funded transnational and Transfer of Innovation projects. Island Voices works online in support of literate and nonliterate learners and users of multiple languages (but principally Gaelic and English) through the production of multimedia materials in which community members themselves have a crucial creative stake. The project also has a symbiotic role, as both testbed and showcase, in the parallel development of the multilingual Clilstore platform. Clilstore is another EU-originated SMO project which works across over 100 languages to facilitate easy online dictionary access. This facility extends to Asian languages, including major subcontinental ones, though it is relatively untested in this area, with a handful of units or test units in Hindi, Urdu, and Kannada so far created. This work is co-ordinated by Gordon Wells, Project Manager for the inter-university Gaelic research network, Soillse, who also has a background in Hindi and Urdu broadcasting and teaching development work in a UK community context. Synergies between Soillse, Island Voices, and Clilstore have also enabled new directions to be explored in relation to endangered language documentation and open access video ethnography.

#### Project Parameters

The Global Challenges Research Fund encourages UK HEIs to turn their attention to research work “*directly and primarily of benefit to the problems of developing countries*”, in which any benefit to Scotland or the UK must be a “*secondary consideration*”. This is a particularly significant challenge in the language teaching and use arena, in which, traditionally, most developmental resource has been allocated to furthering the international





spread of the English language. However, the ELT field has of late been engaged in a period of “soul-searching” in relation to broader educational impact and benefit, with the British Council concluding in a recent paper that “EMI (English Medium Instruction) at primary school level in low- or middle-income countries is not always beneficial nor is it a policy or practice we support.” Consensus is building that indigenous culture and language issues have been under-represented in development discourse to date. We seek to begin to redress this imbalance by utilising the fund to engage proactively with issues of minority language development and empowerment. The recent Salzburg Statement for a Multilingual World encapsulates the economic and educational value of such work.

Clearly, we are currently experiencing a “multilingual turn” in conceptualising language teaching and practice, and it may well be that the time is now ripe to offer a new intervention specifically in relation to the GCRF priority of “*inclusive and equitable quality education*” which reflects a re-thinking of old habits and practices in relation to “minority language” support in acknowledged multilingual societal contexts. We need to look again at issues of agency and empowerment, often in the context of sub-state governance, and examine how current sub-optimal arrangements, often realised in nonliteracy – which may be experienced as a sign of educational failure – can be ameliorated, perhaps in part through the harnessing of IT and new media.

While the acknowledgement of multilingual reality and diversity may be considered a still incomplete, and certainly relatively recent, arrival in Scotland and the UK, the same cannot be said of India, where it is literally written into the constitution. In this sense, the “secondary” benefit which should accrue to Scotland/UK from the proposed engagement on this topic with Indian experts and practitioners is immediately apparent. The bigger question must be addressed as to how Indian partners stand to be the “primary” beneficiaries. This will depend on how the project is structured, and the content of its component parts, in which the starting off point will be the presentation of language planning and project implementation experience in the context of Irish and Scottish Gaelic, with a view to pilot project development in India that takes account of any innovatory practice, and adapts it to a local context.

### **Project Outline**

The proposed project is addressed at:

- *building capacity and capability*, through establishing partnership;
- *interdisciplinary and collaborative research activity*, through involving both sociolinguistic and information technology expertise;
- *pump-priming and relationship-building*, through network development and pilot project work.

**Phase 1 (6 months).** UHI staff initiate contact with Amity University Haryana (AUH), Gurgaon, with a view to further networking with relevant academic institutions and/or development groups in India, for example:

Centres for Endangered Languages  
Central Institute of Indian Languages\_(Mysore)



Pro Vice Chancellor & Dean Academics  
Amity University Haryana  
Manesar-122413 (Gurgaon)



This to be followed up by a tour/visit from UHI to AUH, including a workshop/seminar attended by Indian scholars and practitioners in the field, to discuss and initiate joint project work revolving around societal/contextual analysis, and practical pilot actions incorporating new techniques/tools.

**Phase 2 (12 months).** Implementation of an agreed pilot project, with desk-based monitoring, assessment and review.

**Phase 3 (within 2 months).** Return 1-week visit by Indian practitioners to UHI for summative evaluation of the pilot project, and Soillse network presentation.



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**SCHEDULE 2 – Breakdown of costs covered by grant from UHI to AUH****Mediating multilingualism in a local community context – a sharing of innovation and expertise between Scotland, Ireland, and India**

Item	Grant
Co-Investigator	£0
Staff	£2,000
Consumables	£400
Travel & Subsistence	£1,800
Equipment	£3,000
Workshop/Seminar	£800
<b>Total</b>	<b>£8,000</b>

Provided the total budget sum is not exceeded, it is recognised that there may need to be some transfer of funds between the named budget heads, subject to the provisions in Schedule 3 para 4.5 below.

An advance payment totalling £4,000.00 Sterling (inclusive of any applicable VAT or other local or international taxes) will be given to AUH upon signature of this Agreement. Further instalments with a maximum limit of £4,000.00 Sterling each (inclusive of any applicable VAT or other local or international taxes) will be made upon request and will only be released by UHI once at least 75% of the funds previously paid have been accounted for in up to date reconciliations of actual expenditure incurred. AUH will be expected to use the funds for the core staff salaries and basic running costs of the Project unless otherwise authorised in writing by UHI, as appropriate.

*Padamkshi*

The Vice-Chancellor & Dean Academics  
Annam University Haryana  
Manesar-122413 (Gurgaon)



### **SCHEDULE 3 - Financial control matters, Anti-Bribery and Anti-Corruption**

#### **1. Budget**

- 1.1. Schedule 2 to this Agreement comprises AUH's budget relating to the Project. AUH will be required to inform UHI immediately of any financial issues, problems or queries that arise which are not planned for in this Agreement or which contravene any provisions of this Agreement (including, without limitation, the terms of the Award). If there are any risks, unresolved issues or identified problems in activity or budgets, they should be referred without delay to the Project Manager.
- 1.2. Funds must only be used for agreed research activities described at Schedule 1. They may not be used for any other purposes including (without limitation) construction or capital programme purposes or any other commitments which are not research or staff costs related directly to the Project.
- 1.3. At the end of the Project the total payments received by AUH from UHI will not exceed actual expenditure of AUH on the Project as set out in Schedule 2.

#### **2. Insurance requirements**

- 2.1. UHI has a need to ensure that activities performed in pursuance of this Agreement are properly and appropriately insured to mitigate against unnecessary risks.
- 2.2. AUH shall effect and maintain an adequate level of insurance cover in respect of all risks that may be incurred by it in the performance of the Project.
- 2.3. When requested by UHI, AUH shall produce documentary evidence showing that the insurance required by this paragraph 2 has been effected and is being maintained.
- 2.4. If, for whatever reason, AUH fails to effect and maintain the insurance required by this paragraph 2, and/or fails to provide evidence requested under paragraph 2.3 within the timescales stipulated by UHI, UHI may make alternative arrangements necessary to protect its interests and recover the costs thereof from AUH.
- 2.5. The terms of any insurance or the amount of cover shall not relieve AUH of any liabilities under this Agreement. AUH shall impose obligations on any subcontractors in terms substantially similar to those set out in this paragraph 2, but this shall not relieve AUH of any of its obligations and liabilities under this Agreement.

#### **3. Compliance with terms and finance reporting**

- 3.1. By agreeing to the terms of this Agreement, AUH is agreeing for itself and on behalf of all parties with whom AUH has an engagement of any kind in connection with the Project, whether sub-contractors, consultants or any person, entity or body with whom AUH engages (each an "AUH Counterparty"), to comply with the terms of the Award and the terms of this Agreement as though such AUH Counterparty had entered into the Award directly with Funding Body or this Agreement directly with UHI. In respect of any breach of the terms of the Award or of this Agreement by AUH

or any AUH Counterparty, AUH hereby agrees to indemnify (without limit in time) UHI and its officers, agents and employees both for itself and on behalf of any AUH Counterparty in respect of any such breach as if such breach had been caused by AUH and/or the relevant AUH Counterparty directly and will accordingly immediately pay to UHI all costs, claims, damages, awards and losses sustained by UHI as a result of any such breach. This means, in effect, that AUH will make such payment to UHI as is required in order for UHI to be placed in the position that it would otherwise have been in had such breach not occurred.

- 3.2. If UHI or the Funding Body considers any member of AUH's personnel unsuitable on substantial and justifiable grounds (in the reasonable opinion of UHI or the Funding Body), AUH shall, if so required by UHI, substitute such member as quickly as reasonably practicable with a replacement acceptable to UHI and the Funding Body without direct or indirect charge to UHI or the Funding Body and AUH hereby agrees to full indemnify and hold UHI and the Funding Body harmless against any claims of any kind that may arise with regard to the substitution of AUH's personnel.
- 3.3. AUH will submit to UHI invoices and statements of expenditure for AUH and all of its divisions or subcontractors (including any AUH Counterparty).
- 3.4. AUH will be required to ensure all of its divisions and all of its subcontractors (including any AUH Counterparty) submit the above documents on time for each period. If these are not submitted on time, payments from UHI will be withheld until the correct reports are submitted to and accepted by the Project Manager (defined below).

#### 4. **Activity reporting and financial matters**

- 4.1. AUH will coordinate the submission of two activity reports to show actual activities against planned activities, such reports to be received by UHI no later than 15 February 2019 and 15 July 2019.
- 4.2. Specific dates for submission of reports will be circulated by UHI; if AUH fails to submit on time or not at all, then UHI reserves the right to withhold further payments to AUH.
- 4.3. Invoices should be emailed to the Principal Investigator ([cog.smo@uhi.ac.uk](mailto:cog.smo@uhi.ac.uk)) and addressed to University of the Highlands and Islands, 12B Ness Walk, Inverness IV3 5SQ, UK, quoting UHI reference 1431CO. AUH should also include a reference for itself so as to be able to readily allocate payments received from UHI and should ensure the invoice states the currency conversion rate used.
- 4.4. All statements of expenditure, invoices and reports for finance and activity should be emailed to the Project Manager ([gw.smo@uhi.ac.uk](mailto:gw.smo@uhi.ac.uk)).
- 4.5. The Project Manager should be notified of any major variation in expenditure to approved project or core budgets. The reallocation of funds may need the approval of the Project Manager (before expenditure is committed). For the purposes of this paragraph, a "major variation" is deemed to be a difference between budgeted expenditure and actual expenditure of 20% or more.



- 4.6. AUH must not exceed its agreed budget. Accurate financial accounts should be maintained by AUH and information and supporting documents should be made available to UHI if requested for audit purposes. Any overspend above agreed budgets will be the responsibility of AUH.
- 4.7. During the life of the Project UHI may at any time request copies of AUH's expenditure records and receipts. AUH will be required to submit these to UHI promptly upon request.
- 4.8. All budgets are prepared, reported and made in GBP sterling. AUH must take into account the fluctuation in exchange rates when planning its budgets. AUH must have a policy in place for managing exchange rates (monitoring and logging the rate) which they must provide to UHI. AUH must inform UHI of any problems that arise as a result of exchange rate fluctuations.

## 5. **General**

- 5.1. AUH represents and warrants that neither it, nor to the best of its knowledge any of its personnel, servants, agents or AUH Counterparty acting on its behalf, have been at any time prior to the commencement of, or will during the term of the Project, featured on the Home Office Prescribed Terrorist Organisations List.
- 5.2. AUH further represents and warrants that it will comply with all applicable laws in connection with its performance under this Agreement (including, without limitation, laws relating to research integrity, import and export control, hazardous materials transportation laws, anti-money laundering laws, tax laws, bribery and corruption laws, equality laws and terrorism laws) and will notify UHI immediately on becoming aware of any occasion of non-compliance. In addition to any other remedy contained in this Agreement, AUH's failure to comply with any provision of this paragraph is considered to be a breach of this Agreement and UHI may terminate this Agreement with immediate effect. In the event that UHI or the Funding Body has reasonable grounds, in its own discretion, to believe that AUH may have violated any provision of this paragraph, AUH agrees to provide UHI or the Funding Body with reasonable access to books, records, documents, or other files relating to any such possible violation. AUH further agrees to comply with the requirements of paragraph 6 below on the anti-corruption policy).

## 6. **Anti-corruption policy**

- 6.1. The Parties are committed to ensuring that the resources, awarded by the Funding Body on behalf of the UK Taxpayer, will be used only for the purposes intended. The Project policy on fraud and corruption is one of zero tolerance.
- 6.2. Fraud, money laundering, bribery and corruption against Project funds, by either Party's staff or contractors will not be tolerated because it:
  - 6.2.1. diverts vital resources from the poor;
  - 6.2.2. breaches our public service ethics and core values;
  - 6.2.3. damages our reputation for sound financial management; and

- 6.2.4. challenges our “fitness for purpose” and our credibility in the eyes of the Funding Body, our UK stakeholders and International Organisations.
- 6.3. The UK’s Fraud Act 2006 makes an offence of the following:
  - 6.3.1. false representation;
  - 6.3.2. failing to disclose information;
  - 6.3.3. abuse of position;
  - 6.3.4. obtaining services dishonestly;
  - 6.3.5. possessing, making and supplying articles for the use in fraud.
- 6.4. The UK’s Bribery Act 2010 makes an offence of the following:
  - 6.4.1. offering, promising or giving an advantage;
  - 6.4.2. requesting, agreeing to receive or accepting an advantage;
  - 6.4.3. bribery of a foreign official;
  - 6.4.4. failure by an organisation to prevent a bribe being paid for and on its behalf.
- 6.5. The Funding Body expects anyone involved in Project activities to adhere to the following principles of conduct:
  - 6.5.1. Decisions must be taken solely in terms of the Project’s interests. Personal relationships, friendships, family links or personal advantage must not influence decisions;
  - 6.5.2. No Awards or subcontracts may be agreed by any individual, without formal authorisation by UHI or AUH as appropriate;
  - 6.5.3. Value for money must always be a prime criterion in any transaction - quality and fitness for purpose are relevant considerations;
  - 6.5.4. All Project staff have a responsibility to protect the assets and integrity of the Funding Body;
  - 6.5.5. Members of staff are accountable for their part in any financial or related transactions;
  - 6.5.6. Every member of staff has a responsibility to report suspected infringements of the law in the same way as they do for reporting fraudulent acts by members of staff;
  - 6.5.7. AUH will submit its annual audit reports to UHI; and
  - 6.5.8. AUH will also have its own anti-corruption policies and carry out staff awareness training as appropriate.
- 6.6. Those found to have been involved in fraudulent and corrupt activity or to have been negligent in the exercise of supervisory duties will be subject to disciplinary and, where appropriate, criminal proceedings.



- 6.7. Action will also be taken to recover any funds that have been lost. Similarly, funding may be recovered, and future funding withheld from partner governments where arrangements for preventing or detecting fraud and corruption fail to improve.
- 6.8. If either Party suspects fraud, money laundering activities, bribery or corruption it must immediately report its concerns to the other Party. Neither the Principal Investigator nor the Co-Investigator should investigate allegations without advice from their superiors as this is likely to undermine any future action. All investigations of fraud, money laundering, bribery or corruption will be directed by the Chief Operating Officer in the case of UHI, and by the Registrar, Amity University Haryana, under the directive of the Vice-Chancellor, Amity University Haryana in the case of AHU in the first instance, mindful of legal procedures (if necessary) within the relevant country.
- 6.9. If AUH suspects the Principal Investigator of fraud, money laundering, or corruption it must immediately report its concerns to UHI's Chief Operating Officer without informing the Principal investigator that it has done so. UHI's Chief Operating Officer may appoint one or more persons to investigate such allegations so as to not undermine any future action.
- 6.10. If UHI suspects the Co-Investigator of fraud, money laundering, or corruption it must immediately report its concerns to AUH's Pro-Vice-Chancellor without informing the Co-investigator that it has done so. AUH's Vice-Chancellor, upon the recommendation of Pro-Vice-Chancellor may appoint one or more persons to investigate such allegations so as to not undermine any future action.

*Padmakali*

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