



THE LONDON SCHOOL  
OF ECONOMICS AND  
POLITICAL SCIENCE ■

Houghton Street  
London WC2A 2AE  
United Kingdom

THE LONDON SCHOOL OF ECONOMICS & POLITICAL SCIENCE

Research Division

COLLABORATION AGREEMENT

Relating To the LSE Academic Collaboration with Arab Universities Project

BETWEEN: -

- (1) THE LONDON SCHOOL OF ECONOMICS & POLITICAL SCIENCE, a company limited by guarantee (Company Registration No. 70527) and an exempt charity, whose registered address is at Houghton Street, London, WC2A 2AE, UK (hereinafter referred to as "LSE"); and
- (2) HAWLER MEDICAL UNIVERSITY (hereinafter referred to as "HMU"), whose registered office is at Hawler Medical University, 100 Meters Street, Erbil, Iraq

(hereinafter referred to individually as "Party" or collective as "the Parties")

BACKGROUND

- (A) The LSE is undertaking a research study entitled "Mortality and Health Survey among Internally Displaced Persons (IDPs) in the Kurdistan Region of Iraq" led by Professor Tim Dyson, Department of International Development, LSE (the "Principal Investigator") and Dr Nazar Shabila, HMU (the "Co-Principal Investigator")

(hereinafter referred to as the "Main Contract", MEC reference: MEC-AC-2015, LSE account reference: 1-RME-C293).

- (B) LSE and HMU wish to work together on the Project as defined below and this Agreement is entered into in order to define the terms and conditions on which the Project will be carried out.

1. DEFINITIONS

1.1. In this Agreement the following words and phrases shall have the following meanings unless the context otherwise requires:

"AGREEMENT"	means this document and its Schedules;
"BACKGROUND INTELLECTUAL PROPERTY RIGHTS"	means the Intellectual Property Rights of each Party relevant to the Project in existence at the date of this Agreement;
"BUSINESS DAY"	means Monday to Friday (inclusive) except bank or public holidays in England;



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"COMMENCEMENT DATE"	means the last date of signature of either party to this agreement;
"CONFIDENTIAL INFORMATION"	means any information (whether commercial, technical, financial, operational or otherwise and whether or not recorded in any way), which is of a confidential nature and which is made available by one Party to the other ;
"GBP"	Means GB pounds sterling (United Kingdom Lawful currency)
"INTELLECTUAL PROPERTY"	means patents, trademarks, service marks, registered designs, copyrights, database rights, design rights, confidential information, applications for any of the above, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above;
"KNOW-HOW"	means information, data, know-how, experience, methods, techniques, discoveries, inventions (whether patentable or not), formulae, specifications, plans drawing, and design;
"PROJECT"	means the programme of work described in Schedule 1, as amended from time to time in accordance with Clause [13.1];
"RESULTS"	means all information, Know-How, results, inventions, software and other Intellectual Property identified or first reduced to practice or writing in the course of the Project

#### 1.2. In interpreting this Agreement:

- 1.2.1. headings are for ease of reference only and shall not affect the construction of this Agreement;
- 1.2.2. references to Clauses, Sub-clauses and Schedules are references to the clauses, sub-clauses and schedules in this Agreement;
- 1.2.3. words importing one gender include any other and the singular includes a plural and vice versa and references to a person include any individual, firm or body corporate, joint venture, government state or agency of a state or any partnership or association (whether or not having a separate legal personality);



1.2.4. where reference is made to a statutory provision this includes all subsequent enactments, amendments and modifications relating to that provision and any subordinate legislation made from time to time under it; and

1.2.5. except where otherwise specifically provided, if there is any conflict or inconsistency between the Clauses and the Schedules and the terms of any documents referred to in and appended to this Agreement, then the order of priority shall be:

- (a) Schedule 1
- (b) the Clauses;
- (c) all other Schedules; and
- (d) the terms of any documents referred to in and appended to this Agreement.

## 2. ENTRY INTO FORCE OF THE AGREEMENT

2.1. The Project start date is the last date of signature of either party to this agreement ("Commencement Date") and will continue until the completion of the Project on 28th February 2017 ("Completion Date") or until any later date agreed in writing between the Parties. If this Agreement is entered into after the Commencement Date, it will apply retrospectively to work done in relation to the Project on or after the Commencement Date. This Agreement will remain in full force and effect for the duration of the Project, but a Party may withdraw or may be deemed to have withdrawn from the Project in accordance with Clauses [10] or [11].

## 3. CONDITIONS

3.1. The Parties to this Agreement shall be bound *mutatis mutandis* by the conditions of this agreement and any subsequent amendments which are an integral part of the Agreement.

## 4. SCOPE

4.1 HMU shall undertake the project tasks in accordance with the original proposal submitted by the Principal Investigator (appended as Schedule 1 to this agreement)

4.2 HMU shall cooperate with LSE in order to ensure the efficient management of the Project. HMU shall, in particular, provide LSE with all information required by the Principal Investigator to carry out his duties.



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## 5. PAYMENT

5.1. In consideration of the terms of reference for the performance of work as specified in Schedule 1 the LSE shall transfer to HMU, on receipt of an Institutional invoices from HMU, funds not to exceed £49,980.48.

The budget breakdown is appended as Schedule 2 to this agreement. In the case of an advance payment, then future payments by LSE will be subject to appropriate accounting by HMU for previous advances

5.2. HMU shall maintain full accounting and financial records for expenditure incurred on this project (with receipts to support expenditure) and these shall be freely made available to LSE for audit or other purposes if so required and requested by LSE

5.3. HMU will receive payments in three instalments upon completion of the following deliverables to the satisfaction of Professor Dyson.

HMU will invoice LSE no earlier than the following dates for the following amounts:

1. The last date of signature of either party to this agreement	GBP £ 16,660.16.
2. 1 <sup>st</sup> May 2016	GBP £ 16,660.16
3. 31 <sup>st</sup> January 2017	GBP £ 16,660.16

Future payments will be subject to appropriate accounting for previous advances.

5.4. The maximum permissible overhead for this project is 10% of the direct costs of which the overhead equates to £4,543.68.

5.5. Financial Reports and Invoices may be sent by either email or mail. Emailed invoices should be addressed to the Programme Manager, Robert Lowe, at R.Lowe@lse.ac.uk. Mailed invoices should be addressed as follows:

Mr Robert Lowe  
Middle East Centre  
London School of Economics & Political Science  
Houghton Street,  
London WC2A 2AE,  
United Kingdom

5.6. On receipt of invoices and if progress towards completion of the Scope is to the satisfaction of the Principal Investigator, LSE will forward to HMU the total sum due. Payment will not be unreasonably withheld by LSE.

5.7. Costs incurred after the end date of the Main Contract (currently 28<sup>th</sup> February 2017) cannot be reimbursed to HMU by LSE.



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## 6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. All Background Intellectual Property Rights and Know-How shall remain the exclusive property of the Party to which they belong at the date of this Agreement, and the other Parties shall not use any such Background Intellectual Property Rights and Know-How otherwise than for the proper purposes of the Project and/or as expressly permitted by this Agreement.
- 6.2. Each Party shall get the prior written approval of the other party to use its Background for the purpose of carrying out the Project. None of the Parties may grant any sub-licence to use any other Party's Background.
- 6.3. The Party that creates or generates any Result will own the Intellectual Property in that Result, and may take such steps as it may decide from time to time, at its expense and sole discretion, to register and maintain any protection for that Intellectual Property and taking any action in respect of any alleged or actual infringement of that Intellectual Property. Where any third party such as a student or contractor is involved in the Project, the Party engaging that contractor will ensure that the student and the contractor assign any Intellectual Property they may have in the Results in order to be able to give effect to the provisions of Clause [6].
- 6.4. Where any Result is created or generated by two or more parties jointly and it is impossible to distinguish each Party's Intellectual Contribution to the creation of the Intellectual Property in that Result, the Intellectual Property in that Result will be owned by those parties in equal shares.

## 7. CONFIDENTIALITY

- 7.1. Neither Party shall, at any time during the Term or at any time thereafter, disclose to any other person, or use for any purpose except as provided by this Agreement, any Confidential Information concerning the other Party which has been disclosed to or obtained by it pursuant to this Agreement.
- 7.2. Any Confidential Information to which Clause [7.1] applies in relation to a Party may be:
- 7.2.1. disclosed by that Party as required by law or by a competent regulatory authority; and/or
  - 7.2.2. used by that Party for any purpose, or disclosed by it to any other person, to the extent only that the same is at the date of this Agreement or has after that date through no fault of that Party become public knowledge, or can be shown by that Party, to the reasonable satisfaction of the other Party, or have been known to it prior to that date.
- 7.3. The Parties each hereby acknowledge LSE's obligations to comply with the Freedom of Information Act 2000 and to provide information concerning the performance of its obligations under this Agreement which may



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require the supply of information to third parties.

7.4. In the event that LSE is required to provide information to a person as a result of a request made to it under the Freedom of Information Act 2000, the disclosing Party (LSE) shall adhere to the requirements of the Freedom of Information Act 2000 in disclosing information relating to the Project and/or this Agreement.

7.5. The disclosing Party (LSE) shall ensure that any request for information received by it from any interested Party relating to its obligations under this Agreement is reported promptly to the other Party (HMU) and the disclosing Party shall consult with and keep the other Party reasonably well informed and up to date regarding any such request for information.

## 8. PUBLICATION

8.1. Notwithstanding the foregoing, the Parties shall be permitted to publish the Results of the Project which they have undertaken in accordance with normal academic practice, subject always to the provisions in Clauses [6] and [7], and providing such disclosure does not jeopardise any application for Intellectual Property Rights in Results protection by any Party or the successful exploitation of Intellectual Property Rights in Results. Request for such consent must be submitted together with the material proposed for publication to the other Party.

8.2. If the non-disclosing Party can reasonably demonstrate that such a disclosure contains material that would prejudice the value of any Background Intellectual Property Rights and/or Intellectual Property Rights in Results, that Party should inform in writing the disclosing Party within 28 days of receiving a copy of the proposed publication and in that event the disclosure shall be amended so as to meet the objections of that Party.

## 9. LIMITATION OF LIABILITY

9.1. Nothing in this Agreement excludes or limits the liability of either Party:

9.1.1. for death or personal injury caused by a Party's negligence; or

9.1.2. for any matter which it would be illegal for a Party to exclude or attempt to exclude its liability;

or

9.1.3. for fraud or fraudulent misrepresentation

9.2. Subject to Clauses [9.1] and [9.3], the aggregate liability of either Party under or in connection with this Agreement shall not exceed an amount equal to £80,557.

9.3. The limitation of liability in Clause [9.2] shall not apply where there has been misconduct, gross negligence or dishonesty by either Party.



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## 10. FORCE MAJEURE

10.1. If the performance by any Party of any of its obligations under this Agreement (except a payment obligation) is delayed or prevented by circumstances beyond its reasonable control, that Party will not be in breach of this Agreement because of that delay in performance. However, if the delay in performance is more than 3 months, the other Party may treat that Party as having withdrawn from the Project and the provision of Clause [11] will apply.

## 11. COMPLETION, EXPIRY AND TERMINATION

- 11.1. The work to be performed shall be deemed to be completed on the date of completion of this agreement.
- 11.2. LSE may immediately terminate the participation of HMU if this Party fails to meet in full its contractual obligations pursuant to Schedule 1 or the terms and conditions of this Agreement and if, after receipt of written notice from LSE, HMU fails to remedy such default or breach within thirty (30) days.
- 11.3. LSE shall determine the period of notice, which shall not be less than three months from the date of receipt by HMU of such notice by LSE.
- 11.4. In case of termination by the LSE, the LSE will pay HMU for funds due to it for work undertaken on and expenditure committed to under the Project up to the effective date of termination.
- 11.5. HMU may terminate their involvement in this Agreement subject to three months' written notice, and following substantive discussions with the LSE.
- 11.6. HMU may immediately terminate the participation of LSE if LSE fails to meet in full its contractual obligations pursuant to clause 5 or the terms and conditions of this Agreement and if, after receipt by LSE of written notice from HMU, LSE fails to remedy such default or breach within thirty (30) days.
- 11.7. HMU will return any unspent funds paid in advance by the LSE and not accounted for prior to the effective date of termination.

## 12. APPLICABLE LAW AND MEDIATION

- 12.1. This Agreement and any non-contractual obligations arising in connection with this Agreement and the relationship between the Parties shall be governed by and construed in all respects in accordance with the laws of England.
- 12.2. The English Courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement, except that either Party may bring proceedings for an injunction in any jurisdiction.



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**13. AMENDMENTS**

13.1. This Agreement may be amended only by written agreement between the authorised representatives of the Parties.

**14. NOTICES AND SERVICE**

14.1. Any notice to be given under this Agreement must be in writing, may be delivered to the other Party by any of the methods set out in the left hand column below and will be deemed to be received on the corresponding day set out in the right hand column.

Method of service	Deemed day of receipt
By hand or courier	The day of delivery
By pre-paid first class post	The second Business Day after posting
By recorded delivery post	The next Business Day after posting
By email or other electronic communication	The next Business Day after sending or, if sent before 16.00 (sender's local time) on the Business Day it was sent
By fax (provided the sender's fax machine confirms complete and error-free transmission of that notice to the correct fax number)	The next Business Day after sending or, if sent before 16.00 (sender's local time) on the Business Day it was sent

14.2. The Parties' respective representatives for the receipt of notices are, until changed by notice given in accordance with this clause as follows:

For LSE :  
David Coombe, Director of Research Division

For HMU:  
Dr. Fareed H. Abdulahad, Vice President for  
Scientific Affairs and Postgraduate Studies

Address: Research Division, London School of  
Economics and Political Science, Houghton Street,  
London WC2A 2AE

Address: Hawler Medical University, 100 Meters  
Street, Erbil, Iraq.

Email address: rescon@lse.ac.uk

Email address: fareed.hanna@hmu.edu.iq





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#### 15. MISCELLANEOUS

15.1. This Agreement may be executed in more than one counterpart and shall come into force once each Party has executed such a counterpart in identical form and exchanged the same with the other Party.

#### 16. INDEPENDENT CONTRACTOR

16.1 In the performance of their obligations under this Agreement the parties are acting solely in the capacity of independent contractors. Nothing in this Agreement shall constitute or be construed to create a partnership, joint venture or employment relationship between the parties or any of their respective principals

Signed for and on behalf of the LSE

Signed for and on behalf of HMU

Name: Mr David Coombe

Name: Dr. Dara O. Meran

Position: Director, Research Division

Position: Acting President

Signature

Signature

Date:

29 SEP 2015

Date:

3-9-2015