

CONTRACT

THIS AGREEMENT dated 24.09.2021 is made **BETWEEN** and shall have **retrospective effect so as to have started on the Commencement Date:01.10.2021**

- (1) **TELANGANA STATE COUNCIL OF HIGHER EDUCATION** whose administrative offices are at JNAFU Building, 1st Floor, Mahaveer Marg, opp. Mahaveer Hospital, Masab Tank, Hyderabad, Telangana 500028 INDIA (“Funding Body”); and
- (2) **BANGOR UNIVERSITY (registered charity number 1141565)** whose administrative offices are at College Road Bangor Gwynedd LL57 2DG (hereinafter “Consultant 1”)
- (3) **ABERYSTYWTH UNIVERSITY** (registered charity number 1145141) whose administrative offices are at Visualisation Centre, Penglais, Aberystwyth, SY23 3BF (hereinafter “Consultant 2”); and
- (3) **KAKATIYA UNIVERSITY**, (whose administrative offices are at nh-563, Vidyaranyapuri, Hanamkonda, Warangal, Telangana 506009, INDIA (hereinafter “Teaching Institution 1”); and
- (4) **OSMANIA UNIVERISTY**, whose administrative offices are at Osmania University Main Road, Amberpet, Hyderabad, Telangana 500007, INDIA (Teaching Institution 2).

Each a “Party” and collectively “the Parties”.

WHEREAS

- A. The Funding Body invited proposals from Welsh universities to support curriculum development in Telangana; and
- B. Consultant 1 and Consultant 2 responded to the invitation and the Funding Body has awarded this contract (the “Contract”) to them to carry out the Project as detailed under Schedule 1 for the provision of service; and
- C. Consultant 1 and Consultant 2 shall each ensure delivery of the Project as envisaged in Schedule 1, and shall through their allocated teams, work collaboratively with Teaching Institution 1 and Teaching Institution 2 to achieve the aims.

This Contract sets out the terms under which the Parties shall perform the Allocated Work and the recompense thereof:

1. DEFINITIONS

1.1 The following expressions shall have the following meanings in this Contract including its recitals, unless the context requires otherwise:

‘Allocated Work’	shall mean the work that each of the relevant Parties will be performing as defined in the Project at Schedule 1.
‘Arising Intellectual Property’	shall mean any Intellectual Property which is generated or first reduced to practice by any Party or Parties directly as a result of the work undertaken in accordance with this Contract.
‘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 Project, and which the owning Party contributes or uses in the course of performing the Project.
‘Commencement Date’:	1 st October 2021.
‘Confidential Information’	shall mean 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.
‘Consultant(s)’	shall be Professor Nichola Callow for Consultant 1 and Professor Tim Woods for Consultant 2.
‘Data Protection Legislation’ or ‘DPL’	shall mean all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).
‘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 October 2021 to 30th September 2024.

In this Contract, references to Clauses and Schedules refer to clauses and schedules of this Contract; and the singular form of any word includes the plural, and vice versa, as required by the context.

THE PARTIES HEREBY AGREE

2. THE PROJECT

- 2.1 The Parties will each use their reasonable endeavours to collaborate on the Project as described in Schedule 1 of this Contract including any modifications, deletions or expansions approved in writing by all Parties.
- 2.2 The Project shall be performed by or under the direction and supervision of the Consultants.
- 2.3 In respect of the Allocated Work, each Party will use its reasonable endeavours to provide adequate facilities; to obtain any requisite materials, equipment and personnel; and to carry out the work diligently within the scope according to Schedule 1. Although each Party will use its reasonable endeavours to perform the Project, no Party undertakes that work carried out under or pursuant to this Contract 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 Contract except in accordance with the provisions of this Contract and to the extent applicable by law.

3. PAYMENT

- 3.1 The Funding Body has undertaken to provide funding for the Project pursuant to Schedule 2 of this Contract. Consultant 1 shall act as recipient of the funding for Consultant 2. The sole financial obligation of Consultant 1 under this Contract shall be to forward the payments allocated to Consultant 2, in accordance with Schedule 2 of this Agreement.
- 3.2 In the event that the Funding Body requires the reimbursement by Consultant 1 of any sums paid under this Contract, then to the extent that such requirement arises from the acts or omissions of Consultant 2, Consultant 2 hereby agrees to reimburse Consultant 1 the sum received by Consultant 2 together with any interest charged thereon, if applicable.

4. PUBLICATION AND CONFIDENTIALITY PROCEDURES

- 4.1 Subject to Clauses 4.4 and 4.5, 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 Contract, any of another Party's Confidential Information.
- 4.2 No Party shall incur any obligation under clause 4.1 with respect to information which:
- 4.2.1 is known to the receiving Party before the start of the Project Period, and not impressed already with any obligation of confidentiality to the disclosing Party; or
 - 4.2.2 is or becomes publicly known without the fault of the receiving Party; or
 - 4.2.3 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 Freedom of Information Act 2000, none of the exemptions in that Act applies to the Confidential Information.
- 4.3 Where a Party (the "Requesting Party") is subject to the requirements under the Environmental Information Regulations 2004 (as amended from time to time) "EIR" and the UK Freedom of Information Act 2000 (as amended from time to time) "FOIA", each of the other Parties shall assist and cooperate with the Requesting Party to enable the Requesting Party to comply with any such information disclosure requirements.

Where the Requesting Party receives a request to disclose any information that, under this Agreement, is another Party's Confidential Information, it will notify that Party and will consult with that Party. That party shall respond to the Requesting Party within [5] working days after receiving the notice of the request. In the event that the Party fails to respond within the requisite period, the Requesting Party reserves the right to disclose any such information it deems appropriate.

The Requesting Party shall be responsible for determining at its absolute discretion whether the information is:-

- exempt from disclosure in accordance with the EIR and FOIA;
- to be disclosed in response to a request for information under the EIR and FOIA and in no event shall the other Party respond directly to a request for information unless expressly authorised to do so by the Requesting Party;

Each Party acknowledges that the Requesting Party may be obliged under the EIR and FOIA to disclose information following consultation with each other and having taken its views into account.

Publications:

4.4 4.4.1 This Contract shall not prevent or hinder registered students of any Party from submitting for degrees of that Party theses based on results obtained during the course of work undertaken as part of the Project; or from following that Party's procedures for examinations and for admission to postgraduate degree status.

4.4.2 In accordance with normal academic practice, all employees, students, agents or appointees of the Parties (including those who work on the Project) shall be permitted:-

4.4.2.1 following the procedures laid down in Clause 4.5, to publish results, jointly where applicable, obtained during the course of work undertaken as part of the Project; and

4.4.2.2 in pursuance of the Parties' academic functions, to discuss work undertaken as part of the Project in internal seminars and to give instruction within their organisation on questions related to such work.

4.5 Each Party will use all reasonable endeavours to submit material intended for publication to the other Parties in writing not less than thirty (30) days in advance of the submission for publication. The publishing Party may be required to delay submission for publication if in any other Party's opinion such delay is necessary in order for that other Party to seek patent or similar protection for material in respect of which it is entitled to seek protection, or to modify the publication in order to protect Confidential Information. A delay imposed on submission for publication as a result of a requirement made by the other Party shall not last longer than is absolutely necessary to seek the required protection; and therefore shall not exceed three (3) months from the date of receipt of the material by such Party, although the publishing Party 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 thirty (30) days after the receipt of the material by the other Party, failing which the publishing Party shall be free to assume that the other Party has no objection to the proposed publication.

4.6 The provisions of Clause 4.1 and 4.2 shall survive for a period of three (3) years from the date of termination of this Contract. The provisions of Clause 4.5 shall survive for a period of one year from the date of termination of this Contract.

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. 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 Contract. Each

Party acknowledges and confirms that nothing contained in this Contract shall give it any right, title or interest in or to the Background Intellectual Property of the other Parties save as granted by this Contract. 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 others a royalty-free, non-exclusive licence for the duration of the Project to use its Background Intellectual Property for the sole purpose of carrying out the Project. No Party may grant any sub-licence over or in respect of the other's Background Intellectual Property.
- 5.3 Each Party shall own the Arising Intellectual Property generated by its employees, students and/or agents under the Project and shall ensure that it secures ownership of such Arising Intellectual Property from its employees, students and agents. 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(s) 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 two or more Parties jointly and it is impossible to segregate each Party's intellectual contribution to the creation of the Arising Intellectual Property, the Arising Intellectual Property will be jointly owned by those Parties in equal shares. The owners may take such steps as they may decide from time to time, to register and maintain any protection for that Arising Intellectual Property, including filing and prosecuting patent applications for any Arising Intellectual Property, and taking any action in respect of any alleged or actual infringement of that Arising Intellectual Property. If one or more of the owners does not wish to take any such step or action, the other owner(s) may do so at their expense, and the owner not wishing to take such steps or action will provide, at the expense of the owner making the request, any assistance that is reasonably requested of it.
- 5.6 Any joint owner of any of the Arising Intellectual Property may commercially exploit the Arising Intellectual Property upon consultation and agreement with the other Party/Parties. In such circumstances, the Party which is commercially exploiting the Arising Intellectual Property will pay the other Party/Parties a fair and reasonable royalty rate/revenue on the value of any products or processes commercially exploited by it which incorporate any Arising Intellectual Property taking into consideration the respective financial and technical contributions of the Parties to the development of the Arising Intellectual Property, the expenses incurred in securing intellectual property protection thereof and the costs of its commercial exploitation and the proportionate value of the Arising Intellectual Property in any such product or process.
- 5.7 Each Party is hereby granted 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 rights to such Arising Intellectual Property.

- 5.8 If any Party (the “Exercising Party”) requires the use of Background Intellectual Property of any other (the “Other Party”) in order to exercise its rights in Arising Intellectual Property (whether solely or jointly owned) then, provided the Other Party is free to license the Background Intellectual Property in question, the Other Party will not unreasonably refuse to grant or delay granting a licence to the Exercising Party so that the Exercising Party may use such Background Intellectual Property for the purpose of exercising its rights in Arising Intellectual Property.

6. ASSIGNMENT

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

7. TERMINATION

- 7.1 A Party (the ‘Terminating Party’) may terminate its involvement in this Contract by giving ninety (90) days prior written notice to the other Parties of its intention to terminate if another Party (the ‘Party in Breach’) commits a material breach of the terms of this Contract, or is persistently in breach of this Contract in such a manner that the Terminating Party is hindered in its ability to carry out its obligations in the Project. The notice shall include a detailed statement describing the breach. If the breach is capable of being remedied and is remedied within the ninety (90) 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 ninety (90) day notice period, then termination shall also not be effective if the Party involved begins to remedy the breach within that period, and then continues diligently to remedy the breach until it is remedied fully. If the breach is incapable of remedy, or a persistent breach, then the termination shall take effect at the end of the ninety (90) day notice period in any event.
- 7.2 All rights acquired by the Terminating Party to Background Intellectual Property and Arising Intellectual Property of the other Parties shall cease immediately other than in respect of the Terminating Party's interest in any jointly owned Intellectual Property; the Terminating Party.
- 7.3 The expiration of the Project Period, or the termination of this Contract under Clauses 7.1, shall cause the termination with effect from the date of expiry or termination of the obligations imposed on the Parties under Clause 2.
- 7.4 In the event that any Party shall commit any material breach of or default in any terms or conditions of this Contract, the non-defaulting Parties may by unanimous vote decide to instruct the Funding Body to serve written notice of such breach on the defaulting Party and in the event that such Party fails to remedy such breach within ninety (90) days after receipt of such written notice (where such breach is remediable) the Parties may collectively, at their option and in addition to any other remedies which they may have at law or in equity, and with the approval of the Funding Body, remove the defaulting Party and continue with the Contract or terminate this Contract. Any removal of the defaulting Party shall be effective as of the date of the receipt of such notice, in respect of a breach incapable of remedy, and, otherwise at the end of the 90 day period referred to above.

- 7.5 If any Party (a) passes a resolution for its winding-up; or if (b) a court of competent jurisdiction makes an order for that Party's winding-up or dissolution; or makes an administration order in relation to that Party; or if any Party (c) appoints a receiver over, or an encumbrancer takes possession of or sells an asset of, that Party; or (d) makes an arrangement or composition with its creditors generally; or (e) makes an application to a court of competent jurisdiction for protection from its creditors generally; the remaining Parties shall meet to either suspend or terminate that Party's involvement in the Project.
- 7.6 In the event that it is agreed by all the Parties that there are no longer valid reasons for continuing with the Project the Parties may decide by unanimous vote to terminate this Contract. In the event of such termination each Party shall be reimbursed for all costs and non-cancellable commitments properly charged in accordance with this Contract and incurred or committed up to the date of termination, providing that such funds have been or are able to be recovered from the Funding Body. For the avoidance of doubt, no Party shall be required to contribute to any losses suffered by another Party in circumstances where costs have not been recovered from the Funding Body.

8. LIMITATION OF LIABILITY

- 8.1 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 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.
- 8.2 No Party accepts any responsibility for any use which may be made of any work carried out under or pursuant to this Contract, 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.
- 8.3 The Parties undertake to make no claim in connection with this Contract 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.
- 8.4 The liability of any Party for any breach of this Contract, or arising in any other way out of the subject-matter of this Contract, will not extend to loss of business or profit, or to any indirect or consequential damages or losses.
- 8.5 Nothing in this Contract limits or excludes either Party's liability for:
- 8.5.1 death or personal injury resulting from negligence; or
 - 8.5.2 any fraud or for any sort of other liability which, by law, cannot be limited or excluded; or
 - 8.5.3 any breach of the European General Data Protection Regulation (and any other laws and regulations relating to the processing of personal data and privacy which apply to a Party).

8.6 8.6.1 Each Party shall throughout the duration of the Project effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by a Party arising out of a Party's performance of this Contract.

8.6.2 A Party shall produce on demand to the other Party or Parties evidence that any insurance policies required by condition 8.6.1 are in force.

8.6.3 The terms or the amount of cover of any insurance shall not relieve each Party of any of their own liabilities under the Contract. It shall be the responsibility of each Party to determine the amount of insurance that will be adequate to enable the Party to satisfy any liability.

8.7 In any event, subject to clauses 8.4 and 8.5, the maximum liability of either of the Consultant 1 or Consultant 2 under or otherwise in connection with this Contract or its subject matter shall not exceed the amount of monies it has received according to Schedule 2.

8.8 If any sub-clause of this Clause 8 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 8.

9. NOTICES

The **Funding Body's** representative for the purpose of receiving reports and other notices shall until further notice be:

Chairman, Telangana State Council of Higher Education, JNAFU Building, 1st Floor, Mahaveer Marg, opp. Mahaveer Hospital, Masab Tank, Hyderabad, Telangana 500028

The **Consultant 1's** representative for the purpose of receiving reports and other notices shall until further notice be:

For Legal:

Dr Kevin Mundy, Chief Operating Officer and University Secretary, Corporate Services, Bangor University, College Road, Bangor Gwynedd LL57 2DG

For Operational:

Professor Nichola Callow, PVC/Head of College, College of Human Sciences, Bangor University, College Road, Bangor, Gwynedd LL57 2DG,

The **Consultant 2's** representative for the purpose of receiving reports and other notices shall until further notice be:

For Legal:

Chris Heidt, Contracts Manager, Aberystwyth Visualisation Centre, Penglais, Aberystwyth, SY23 3BF

For Operational:

Professor Tim Woods, PVC for Learning Teaching and Student Experience,
Visualisation Centre, Penglais, Aberystwyth, SY23 3BF

The **Teaching Institution 1's** representative for the purpose of receiving reports and other notices shall until further notice be:

The Registrar, Kakatiya University, NH-563, Vidyaranyapuri, Hanamkonda, Warangal, Telangana 506009, INDIA

The **Teaching Institution 2's** representative for the purpose of receiving reports and other notices shall until further notice be:

The Registrar,Osmania Univeristy, Osmania University Main Road, Amberpet, Hyderabad, Telangana 500007, INDIA

10. FORCE MAJEURE

10.1 A Party shall not be liable for failure to perform its obligations under this Contract, nor be liable to any claim for compensation or damage, nor be deemed to be in breach of this Contract, if such failure arises from an occurrence or circumstances beyond the reasonable control of that Party (including without limitation the coronavirus pandemic but excluding an obligation to make payment). The Parties acknowledge and agree that under the current coronavirus pandemic, there may be unforeseen delays to the provision of the Allocated Work, and arrangements for travel may need to be amended to accommodate any unforeseen events.

10.2 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 discuss whether continuation of the Project is viable, or whether the Project and this Contract should be terminated.

11. UK BRIBERY ACT 2010 (as amended from time to time)

The Parties shall in the performance of the Project:

- 11.1.1 comply with all applicable laws, statutes, directives and/or regulations relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010;
- 11.1.2 not engage in any activity, practice or conduct which would constitute an offence under the UK Bribery Act 2010;
- 11.1.3 comply with the Consultant 1's Anti-Bribery Policy or have their own equivalent (as amended from time to time), a copy of which is available from the Registrar's Office, including but not limited to implementing 'adequate procedures' in line with the guidance issued by the Secretary of State under section 9 of the UK Bribery Act 2010;
- 11.1.4 promptly report to the Consultant 1 any request or demand which if complied with would amount to a breach of either this Contract or Consultant 1's Anti-Bribery Policy, or equivalent;

11.1.5 ensure that any person associated with it who is performing services and/or providing goods in connection with this Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on a Party in this clause.

11.2 Any breach of this clause shall be deemed a material breach of this Contract entitling the Consultant 1 to terminate it immediately, or the other non-breaching Parties to withdraw from the Project.

12. HEALTH & SAFETY – Each Party is responsible for the health and safety of their own staff, students, consultants, subcontractor or agents, or any other person working on the Project on behalf of a Party. Each Party shall:

12.1.1 comply with all legislative Health, Safety and Welfare requirements and industry best practice; and

12.1.2 undertake all necessary risk assessments; and

12.1.3 warrant that any equipment used in the provision of the Contract is suitable for its purpose, maintained, where necessary has been certified and inspected under relevant statutory obligations, and in a good state of repair.

13. LAWS

13.1 The Parties shall comply with all applicable laws and regulations (including but not limited to the General Data Protection Regulation, or equivalent in local laws) and each Party shall indemnify the other Party(s) against any liability for any contravention of such laws or regulations (unless the same is caused solely by the failure of the Indemnified Party to comply with the relevant Party's recommendations or for any claims arising from the Indemnified Parties negligence or deliberate breach of this Contract).

13.2 Data Protection Legislation

13.2.1 Each Party shall ensure that it and its contractors and staff engaged in the performance of this Agreement do not cause another Party to breach any DPL and that it complies with those DPL.

13.2.2 In the event that a Party processes personal data on behalf of the other Party in connection with this Agreement, the Parties shall immediately enter into a data processing agreement, in a mutually agreeable form and in accordance with the DPL.

14. GENERAL

14.1 Clause headings are inserted in this Contract for convenience only, and they shall not be taken into account in the interpretation of this Contract.

14.2 Nothing in this Contract shall create, imply or evidence any partnership or joint venture between the Parties or the relationship between them of principal and agent.

- 14.3 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).
- 14.4 Except as otherwise expressly provided for herein, the Parties confirm that nothing in this Contract shall confer or purport to confer on any third party any benefit or any right to enforce any term of this Contract for the purposes of the Contracts (Rights of Third Parties) Act 1999.
- 14.5 This Contract and its Schedules (which are incorporated into and made a part of this Contract) constitute the entire agreement between the Parties for the Project and no statements or representations made by any Party have been relied upon by the other in entering into this Contract. Any variation shall be in writing and signed by authorised signatories for each Party.
- 14.6 This Contract shall be governed by the law of England and Wales and the English and Welsh Courts shall have non-exclusive jurisdiction to deal with any dispute which may arise out of or in connection with this Contract.
- 14.7 If any dispute arises out of this Contract 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 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.
- 14.8 If any one or more clauses or sub-clauses of this Contract would result in this Contract 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 Contract, and shall negotiate an amendment which, as far as legally feasible, maintains the economic balance between the Parties.
- 14.9 This Contract may be executed in any number of counterparts, each of which when executed (and delivered) will constitute an original of this Contract, but all counterparts will together constitute the same agreement. No counterpart will be effective until each party has executed at least one counterpart.
- 14.10 Clauses 4, 5, 8, 13 and 14 shall survive termination of this Contract howsoever caused.

EXECUTED as an agreement:

SIGNED for and on behalf of
**TELANGANA STATE COUNCIL OF
HIGHER EDUCATION**

Name: DR. N. Srinivasa Rao

Position: Secretary

Signature: 

Date: 24.09.2021



SIGNED for and on behalf of **KAKATIYA UNIVERSITY**

Name: Prof. B. Venkatram Reddy

Position: Registrar

Signature: 

Date: Monday 27 September 2021



SIGNED for and on behalf of **OSMANIA
UNIVERSITY**

Name:

Prof. P. Laxminarayana

Position:

REGISTRAR, OSMANIA UNIVERSITY, HYDERABAD-500007.
TELANGANA STATE.

Signature:



REGISTRAR
Osmania University,
Hyderabad - 500 007.
Telangana State, India

SIGNED for and on behalf of **BANGOR UNIVERSITY**

Name: Mr Ben Davies

Position: Head of Research Accounts

Signature: 

Date: Oct 7, 2021

SIGNED for and on behalf of **ABERYSTWYTH UNIVERSITY**

Name: Elizabeth T Treasure

Position: Vice-Chancellor

Signature: *Elizabeth T Treasure*
Elizabeth T Treasure (Oct 8, 2021 12:50 GMT+1)

Date: Oct 8, 2021

Schedules:

Schedule 1: The Project (including Allocated Work)

Schedule 2: Finance Schedule

Schedule 1: The Project (including Allocated Work)

Embedded in this Agreement and receipt acknowledged by signature of this Agreement



Telangana curriculum
proposal_final 2021.p



Recommendations of
TSCHE on Curriculum

SCHEDULE 2 FINANCE SCHEDULE

The total funding amount will be £90,000 (ninety thousand Great British Pounds Sterling) (inclusive of any applicable VAT or any other similar charges) and will be paid by the Funding body to Consultant 1.

Payments will be made on completion of the following deliverables and on submission of an invoice from Consultant 1:

Project stage	Total working time	Anticipated Completion Date	Amount GBP
Diagnosis	50 days	30 th September 2022	£37,500
Design	30 days	30 th September 2023	£22,500
Development & Implementation	15 days +Visit	30 th September 2024	£18,750
Review	15 days	30 th September 2024	£11,250

Invoices should be addressed to: The Secretary, Telangana State Council of Higher Education, JNAFU Building, 1st Floor, Mahaveer Marg, opp. Mahaveer Hospital, Masab Tank, Hyderabad, Telangana 500028 INDIA

Queries relating to finance should be directed to: The Secretary, Telangana State Council of Higher Education, JNAFU Building, 1st Floor, Mahaveer Marg, opp. Mahaveer Hospital, Masab Tank, Hyderabad, Telangana 500028 INDIA

FINANCE SCHEDULE: Telangana and British Council

Payment	Amount in INR	Requirements/Milestones etc	Key timelines
1	27,03,000	Grant disbursement after signing grant agreement	By 30 December 2020
2	9,01,000	Upon receipt of report for contracting of UK partner for scoping study	By 31 March 2021
3	27,03,000	Upon receipt of report for contracting of UK partner for curriculum revision and dissemination workshop	By 30 June 2021
4	13,51,500	Upon receipt of report for completion of capacity building programme / faculty development programme	By 31 March 2022
5	13,51,500	Upon receipt of final project completion report	By 31 December 2022
TOTAL	90,10,000		

Financial Terms for Consultant 2

In accordance with 3.1, Consultant 1 will allocate £16,749 (inclusive of VAT or other similar charges) to Consultant 2 for the duration of the project.

Invoices must be sent electronically to payments@bangor.ac.uk and addressed to:

Research Finance Office
Cae Derwen
Bangor University
College Road
Gwynedd LL57 2DG

Reference Number to Quote: F09823

Consultant 2 shall invoice Consultant 1 on the basis of actual expenditure against the project deliverables listed above in this Schedule 2. Consultant 1 shall pay Consultant 2 within 30 days of said invoice, subject always to the receipt of funds from the Funding Body.

The invoice dates shall be:

Year 1 on or around 20th September 2022

Year 2 on or around 20th September 2023

Year 3 within one (1) month of the end of the Project to allow preparation of the final cost statement by Consultant 1.

L0113 F009823

Final Audit Report

2021-10-08

Created:	2021-10-05
By:	Anita Thomas (anita.thomas@bangor.ac.uk)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEMI7_tjeoC8crNT9jkzYUK6PEsfhNYuP

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