



COLLABORATIVE AGREEMENT

THIS AGREEMENT is effective from **1ST APRIL 2023**

PARTIES

- (1) The Secretary of State for Health and Social Care acting as part of the Crown through the United Kingdom Health Security Agency, whose administrative offices are at Nobel House, 17 Smith Square, London, SW1P 3JR (the “**Organisation**”); and
- (2) **THE GLOBAL HEALTH RESEARCH ACCELERATOR CIC** an organisation registered under the laws of England and Wales with company number 12667331 whose registered office is at 9400 Garsington Road, Oxford Business Park, Oxford, Oxfordshire OX4 2HN (“**TGHRA**”).

(together the **Parties** and each a **Party**)

BACKGROUND

- A TGHRA has been granted a license by the University (as defined below) under the Framework Agreement to use and access The Global Health Network and allow certain organisations to establish and utilise a knowledge hub within The Global Health Network.
- B The Organisation wishes to establish and utilise a knowledge hub within The Global Health Network and the Parties have agreed to enter into this Agreement for this purpose.
- C The terms and conditions set out in this Agreement govern how the Organisation may use and access the Global Health Network.

THE PARTIES AGREE:

- 1 Definitions

- 1.1 In this Agreement:

Background Intellectual Property

means any and all Intellectual Property Rights owned or controlled by the relevant Party or licensed to the relevant Party prior to the Effective Date or outside of this Agreement, and in any event generated without reliance on any Intellectual Property of the other Parties or other Intellectual Property Rights connected with this Agreement but required for the purposes of this Agreement;

Business Day

means a day other than a Saturday, Sunday or public holiday, on which clearing banks are open for non-automated commercial business in London;

Content

any documentation, data or other material in whatever form owned by any party;

Data Protection Laws

means any applicable laws relating to the processing, privacy and/or use of Personal

Data, as applicable to the parties or the Services, including:

(a) the General Data Protection Regulation, Regulation (EU) 2016/679 or the General Data Protection Regulation as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or a part of the United Kingdom from time to time);

(b) the Data Protection Act 2018;

(c) any laws which implement any such laws; and

(d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing.

Effective Date

means the date of this Agreement;

EIR

means the Environmental Information Regulations 2004;

Eligibility Criteria

the criteria required in order for the Organisation to utilise the Global Health Network as set out in Paragraph 4 of Schedule 1;

FOIA

means the Freedom of Information Act 2000;

FOI Legislation

means the FOIA and the EIR;

Foreground Intellectual Property

means Intellectual Property Rights created, generated or developed under this Agreement;

Framework Agreement

means the agreement dated 31 July 2020 entered into between the University, TGHRA and Oxford University Innovation Limited in respect of The Global Health Network;

Intellectual Property Rights

means copyright, rights related to copyright such as moral rights and performers rights, patents, rights in inventions, rights in confidential information, know-how, trade secrets, trademarks, geographical indications, service marks, trade names, design rights, rights in get-up, database rights, databases, data exclusivity rights, approvals, utility models, domain names, business names, rights in

computer software, the right to sue for infringement, unfair competition and passing off, and all similar rights of whatever nature wherever in the world arising and, in each case:

- (a) whether registered or not,
- (b) including any applications to protect or register such rights,
- (c) including all renewals and extensions of such rights or applications,
- (d) whether vested, contingent or future, and
- (e) wherever existing;

Key Person(s)

those persons appointed by each Party as set out in clause 4.1;

Payment Schedule

the schedule of payments due from the Organisation as set out in Schedule 2;

Personal Data

as defined in the Data Protection Laws;

Purpose

to use the Global Health Network to facilitate a knowledge hub;

Term

has the meaning set out in clause 2.1;

Termination Date

March 31st 2025;

The Global Health Network

means the platform owned by the University on which a collection of online research communities known as knowledge hubs are located on a shared digital platform and as further detailed in Schedule 1 to this Agreement;

University

means The Chancellor Masters and Scholars of the University of Oxford whose administrative office is at University Offices, Wellington Square, Oxford, OX1 2JD; and

Users

users of The Global Health Network who access the knowledge hubs and associated applications across the online platform.

2 Commencement and term

- 2.1 This Agreement commences on the Effective Date and shall continue in force until the Termination Date whereupon it shall automatically terminate, unless terminated earlier by the

Parties pursuant to clause 10 and clause 12 or unless extended in accordance with clause 2.2 (the **Term**).

- 2.2 Prior to the Termination Date, the Parties will discuss extending the term of the Agreement. If the Term is extended, the Parties shall continue to contract on the terms and conditions of this Agreement unless varied in accordance with clause 13.8.

3 Grant of Right to use The Global Health Network

- 3.1 TGHRA shall permit the Organisation to use The Global Health Network for the Purpose in accordance with the terms of this Agreement.
- 3.2 Use of the Global Health Network in any other way is not permitted.

4 Parties' Obligations

- 4.1 To participate in The Global Health Network, the Organisation shall, in accordance with the Eligibility Criteria:
- 4.1.1 comply with obligations placed on it in Schedule 1 of this Agreement;
 - 4.1.2 ensure that Users accept the Organisations' terms of use, if applicable;
 - 4.1.3 identify a scientific moderator/technical co-ordinator who will gather informational regulatory content appropriate to the knowledge hub;
 - 4.1.4 identify appropriate features from other sites on The Global Health Network to which the Organisation's knowledge hub will hyperlink;
 - 4.1.5 encourage use of the knowledge hub; and
- 1.1.1 post content that is consistent with industry standards, of an acceptable quality and standard in collaboration with the Global Health Network.
- 4.2 The Organisation shall not use The Global Health Network:
- 4.2.1 for any purpose that is unlawful under any applicable law or prohibited by this Agreement;
 - 4.2.2 to commit any act of fraud;
 - 4.2.3 to distribute viruses or malware or other similar harmful software code;
 - 4.2.4 for purposes of promoting unsolicited advertising or sending spam;
 - 4.2.5 in any manner which disrupts the operation of The Global Health Network;
 - 4.2.6 to promote any unlawful activity;
 - 4.2.7 to represent or suggest that the University or TGHRA endorse any other business, product or service; or
 - 4.2.8 to gain unauthorised access to or use of computers, data, systems, accounts or Global Health Networks.

- 4.3 Any Content or communication uploaded onto The Global Health Network by the Organisation must be:
- 4.3.1 the Organisation's own original work and lawfully submitted;
 - 4.3.2 factually accurate or the Organisation's own genuinely held belief;
 - 4.3.3 provided with any necessary consents of any third party;
 - 4.3.4 not defamatory or likely to give rise to an allegation of defamation;
 - 4.3.5 not offensive, obscene, discriminatory or deceptive and
 - 4.3.6 unlikely to cause offence, embarrassment or annoyance to others.
- 4.4 Each of the Parties undertakes that, in the performance of its obligations under this Agreement, it will:
- 4.4.1 co-operate fully and in good faith with the other Parties as required;
 - 4.4.2 make available to the other Parties any of its Background Intellectual Property and any relevant know-how, data, documentation and other materials or information, which it owns or in which it holds the necessary rights, which is developed as part of this Agreement or which the other Parties may reasonably require properly to carry out its own respective obligations;
 - 4.4.3 only allocate staff who are properly qualified, skilled and experienced in the work to be carried out;
 - 4.4.4 take all necessary steps to ensure that any Background Intellectual Property it contributes do not infringe or cause the other Parties to infringe the Intellectual Property Rights of any third party;
 - 4.4.5 perform its obligations in compliance with all applicable laws, regulations and codes of practice; and
 - 4.4.6 not make any commitment to any third party which binds or affects, or purports to bind or affect any other Party unless expressly authorised by the other Party. The Parties do not have the authority to pledge the credit of or incur any financial liability or indebtedness on behalf of any other Party.
- 4.5 Each Party will maintain appropriate records of any matters relevant to the performance of its obligations under this Agreement.
- 4.6 TGHRA reserves the right to require the Organisation to immediately remove any Content from the knowledge hub at any time and the Organisation shall immediately comply with any request by TGHRA to remove such Content.

5 Management and co-operation

- 5.1 The Parties appoint the following persons as their Key Persons:

The Organisation:

5.2

TGHRA:

- 5.3 In the event that the Key Person(s) are no longer available to work, the affected Party shall notify the other Parties promptly and in any event within 7 Business Days after the occurrence.
- 5.4 The Key Person(s) shall be replaced with another individual whose abilities and qualifications are equal to those of the original Key Person(s).

6 Costs and Payment Schedule(s)

- 6.1 The Organisation agrees to pay TGHRA the sums set out in Schedule 2 of this Agreement.
- 6.2 All payments due under this Agreement shall be paid in accordance with the Payment Schedule.
- 6.3 All invoices should be submitted to the following address:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- 6.4 All sums due under this Agreement are exclusive of VAT or other tax applicable which shall be paid in addition by the Organisation at the rate and in the manner for the time being prescribed by law.
- 6.5 Where sums are not paid in full by the due date, TGHRA may charge interest at a rate of 4% per annum above the base rate of the Bank of England from time to time in force. Interest will apply from the due date for payment until actual payment in full, whether before or after judgment.

7 Ownership and use of intellectual property

- 7.1 The Global Health Network is owned by the University and resides on the University's servers. TGHRA manages The Global Health Network. The University shall retain ownership of all Intellectual Property Rights in and to The Global Health Network and any modifications thereof.
- 7.2 Under the Framework Agreement, the University has granted TGHRA access to The Global Health Network's code base through Git Hub.
- 7.3 Each party shall retain all Intellectual Property Rights in and to its Background Intellectual Property Rights and Content. The Organisation grants to TGHRA a, revocable, royalty-free license to use any Content or other Intellectual Property Rights that the Organisation uploads or incorporates into The Global Health Network for the Term of this Agreement.
- 7.4 All Foreground Intellectual Property shall be owned by TGHRA (who will assign such rights to the University under the Framework Agreement) and accordingly, the Organisation hereby assigns to TGHRA absolutely and with full title guarantee (by way of present and future assignment) all its right, title and interest in and to such Foreground Intellectual Property.

7.5 The Organisation will execute all such documents and do such things as TGHRA and the Organisation may consider reasonable and necessary to give effect to this clause 7.

7.6 The Organisation represents and warrants to TGHRA that nothing provided by it for incorporation in The Global Health Network will infringe any right whatsoever of any third party.

8 Confidentiality, Data Protection and Freedom of Information

8.1 Each of the Parties undertakes to the other Parties that it will:

8.1.1 keep confidential all information (written or oral) concerning the other Parties or the other Parties' business or affairs that it shall obtain or receive as a result of the discussions leading up to, or the entering into this Agreement or in the course of it except that which:

- (a) is trivial or obvious;
- (b) it can reasonably demonstrate was already in its possession prior to the commencement of such discussions; or
- (c) is in the public domain other than as a result of a breach of this clause.

8.1.2 use information covered by this clause 8 only as expressly provided under this Agreement or otherwise as and to the extent required for the purpose of exploiting its rights and fulfilling its obligations under this Agreement; and

8.1.3 take all reasonable steps as shall from time to time be necessary to ensure compliance with the provisions of this clause by its officers, employees, agents and sub-contractors.

8.2 The Organisation shall preserve the confidentiality, integrity and availability of TGHRA and the University's information disclosed to it and prevent the corruption or loss of TGHRA or the University's information wherever such information is accessed, stored or processed by the Organisation or any third party on its behalf.

8.3 The parties will at all times comply with all applicable Data Protection Laws in connection with any processing of Personal Data when using The Global Health Network. Each party agrees not to, by any act or omission, cause the other party (or any other person) to be in breach of any of the Data Protection Laws. Any Personal Data uploaded to The Global Health Network will be processed by TGHRA in accordance with its privacy policy which can be found at: <https://hub.tghn.org/privacy/>.

8.4 The Organisation acknowledges that the University is subject to the requirements of the FOI Legislation and shall assist and cooperate with TGHRA to enable the University to comply with its information disclosure obligations under the same.

8.5 Notwithstanding anything contained elsewhere in this Agreement, the provisions of this clause 8 shall remain in effect if, and when, this Agreement is terminated or expires.

9 Warranty and Limitation on Liability

9.1 Each Party warrants to the other that:

9.1.1 it has the necessary power and authority to enter into this Agreement; and

- 9.1.2 the signatories to this Agreement are duly authorised to execute this Agreement on behalf of such Party.
- 9.2 The Organisation acknowledges and agrees that The Global Health Network is provided “as is” and without any express or implied warranties, representations or undertakings.
- 9.3 TGHRA does not warrant that the Organisation’s use of The Global Health Network will be uninterrupted or error-free or that it will meet the Organisation’s specific requirements.
- 9.4 Other than as set out in clause 9.1, all warranties, conditions, terms, undertakings or obligations whether express or implied and including implied terms relating to quality, fitness for any particular purpose or ability to achieve a particular result are excluded to the fullest extent allowed by applicable law.
- 9.5 The Parties do not exclude or limit their liability for any liability which cannot be limited or excluded by applicable law.
- 9.6 TGHRA shall not be liable to the Organisation in respect of:
- 9.6.1 any loss of profit, business, contracts, opportunity, goodwill, revenues, anticipated savings or similar loss, or any loss of use, destruction or corruption of software or data, or any claims or losses by third parties (and in each case, whether these losses are direct, indirect, special or consequential); and/or
- 9.6.2 any indirect, special or consequential loss or damage (whether for loss of profit or otherwise),
- of whatever nature and whether based on contract, tort (including negligence) breach of statutory duty or otherwise arising out of or in connection with this Agreement or any activities related to this Agreement.
- 9.7 Subject to clause 9.5 and 9.6, TGHRA’s total liability to the Organisation under this Agreement shall be limited to any sums paid by the Organisation under this Agreement as at the date of the claim.
- 9.8 The Organisation will indemnify and keep indemnified on demand and hold harmless TGHRA from and against reasonable losses suffered or incurred by TGHRA arising out of or in connection any act or omission by the Organisation that causes TGHRA to be in breach of the Framework Agreement (to the extent as set out in this Agreement) and for any act or omission that is in breach of this Agreement.

10 Termination

- 10.1 Any Party may terminate this Agreement with immediate effect by giving written notice of termination to the other Parties if any other Party is in breach of any of its obligations under this Agreement and, if the breach is capable of remedy, it has continued unremedied for not less than 30 days after the relevant Party has given notice to the others specifying the breach and the steps required to remedy it.
- 10.2 Any Party shall further have the right to terminate this Agreement with immediate effect by giving written notice of termination to the other Parties if any other Party shall:
- 10.2.1 have a receiver or an administrative receiver (or the equivalent in the relevant jurisdiction) appointed over it or over any part of its undertaking or assets;

- 10.2.2 pass a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect;
 - 10.2.3 become subject to an administration order (or the equivalent in the relevant jurisdiction);
 - 10.2.4 enter into any voluntary arrangement with its creditors (or the equivalent in the relevant jurisdiction);
 - 10.2.5 cease or threaten to cease carrying on business; or
 - 10.2.6 fail or become unable to pay its debts as they fall due.
- 10.3 In addition, any Party may terminate this Agreement at any time by giving not less than 90 days' notice of termination in writing to the other Parties.
- 10.4 If the Framework Agreement is terminated for any reason, this Agreement will automatically terminate.

11 Consequences of termination

- 11.1 Termination of this Agreement for whatever reason shall not affect the accrued rights of any Party arising out of this Agreement as at the date of termination and shall not affect the coming into force or continuation in force of any clause of this Agreement which is expressly or by implication intended to come into or continue in force following such termination.
- 11.2 In the event of expiration or early termination by a Party, the Parties agree that unless otherwise agreed via written amendment to this Agreement, the Organisation's knowledge hub will, within two Business Days, be removed from The Global Health Network.
- 11.3 TGHRA will ensure that all information hosted on the Organisation's site is available to the Organisation in a useable format within 14 Business Days of termination or expiration of this Agreement.
- 11.4 In the event of expiration or early termination of this Agreement the Parties will take reasonable steps to minimise costs and agree that either:
- 11.4.1 TGHRA will return to the Organisation any unspent funds received from the Organisation as of the date of termination taking into account any non-refundable costs incurred; or
 - 11.4.2 if there are no unspent funds, the Organisation will pay TGHRA for any non-refundable costs incurred as of the date of termination within 30 days of the date of an invoice issued to the Organisation for such costs.

12 Dispute resolution

- 12.1 If any dispute arises between the Parties, the matter shall be referred to the Key Person(s) of each Party who shall use their reasonable endeavours to resolve it. The Key Person(s) shall meet to discuss the dispute and attempt to resolve it.

- 12.2 If the dispute is not resolved within 14 days of the referral to the Key Person(s), the Parties will refer the matter to the chief executive officers (or equivalent) of each Party. The chief executive officers will meet within 7 days to discuss the dispute and attempt to resolve it.
- 12.3 If the dispute is not resolved within 14 days of being referred to the chief executive officers, the Parties may resolve the matter through mediation in accordance with the London Court of International Arbitration Mediation Rules.
- 12.4 Any Party may issue formal legal proceedings or commence arbitration at any time whether or not the steps referred to in clauses 11.1 to 11.3 have been completed.

13 General

13.1 *Third Party Rights*

No one other than a Party to this Agreement shall have any right to enforce any of its provisions.

13.2 *Entire agreement*

13.2.1 The Parties agree that this Agreement and any documents entered into pursuant to it constitute the entire agreement between them and supersede all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

13.2.2 The Parties acknowledge that they have not entered into this Agreement or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement or any documents entered into pursuant to it except in the case of fraudulent misrepresentation. No Party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Agreement.

13.3 *Notices*

13.3.1 Notices under this Agreement shall be in writing and sent to a Party's address as set out on the first page of this Agreement (or email address set out below). Notices may be given, and shall be deemed received:

- (a) by first-class post: two Business Days after posting;
- (b) by hand: on delivery;
- (c) [REDACTED]

13.4 This clause does not apply to notices given in legal proceedings or arbitration.

13.5 *Announcements*

No announcement or other public disclosure concerning this Agreement or any of the matters contained in it shall be made by, or on behalf of, a Party without the prior written consent of the other Parties (such consent not to be unreasonably withheld or delayed), except as required by law, any court, any governmental, regulatory or supervisory authority (including any recognised investment exchange) or any other authority of competent jurisdiction.

13.6 *Force majeure*

The Parties shall have no liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from any event beyond the reasonable control of that Party. The Party affected by such an event shall promptly notify the other Parties in writing when such an event causes a delay or failure in performance and when it ceases to do so. If such an event continues for a continuous period of more than three months, the Parties not affected may terminate this Agreement by written notice to the other Parties.

13.7 *Further assurance*

The Parties shall each, at the request of another Party, and at the cost of the requesting Party, do all acts and execute all documents which are necessary to give full effect to this Agreement.

13.8 *Variation*

No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each Party.

13.9 *Assignment*

Except for a change in the Organisation's structure as part of the Government Body, no Party may assign, subcontract or encumber any right or obligations under this Agreement, in whole or in part, without the prior written consent of each of the other Parties (such consent not to be unreasonably withheld or delayed).

"Government Body" includes but not limited to NHS England, Health and Safety Executive, Government Departments, Non-Governmental Public Body or Assembly Sponsored Public Body (advisory, executive or tribunal), Non-Ministerial Department, Executive Agency and other organisation(s) (including private sector body) which performs any of the functions that previously had been performed by the Organisation.

13.10 *No partnership or agency*

This Agreement relates to the single project to which it refers. Nothing in this Agreement constitutes, or shall be deemed to constitute, a partnership between the Parties nor make any Party the agent of another Party.

13.11 *Severance*

If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.

13.12 *Waivers*

No failure, delay or omission by any Party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right or remedy. No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.

13.13 *Governing law and jurisdiction*

This Agreement shall be governed by the laws of England and Wales and the English courts shall have exclusive jurisdiction.

13.14 *Counterparts*

This Agreement may be executed in any number of counterparts. All counterparts taken together when all signed, constitute one agreement. A Party may execute this Agreement by signing any counterpart.

SCHEDULE 1

The Global Health Network

1. Name of new member for inclusion within The Global Health Network:

[Redacted]

2. Background

[Redacted]

[Redacted]

[Redacted]

3. Undertakings of The Global Health Network

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

[Redacted]

4. Eligibility Criteria for Joining The Global Health Network

- [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]

SCHEDULE 2

PAYMENT SCHEDULE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

This Agreement has been signed by the Parties through their duly authorised representatives on the Effective Date

SIGNED for and on behalf of the Organisation

[Redacted Signature]

[Redacted Name] [Redacted Title]

Date Signed: 24/03/2023

[Redacted Stamp]

SIGNED for and on behalf of TGHRA

[Redacted Signature]

[Redacted Name]

[Redacted Title]

Date Signed: 24/03/23

[Redacted Stamp]