

17th February 2021

**THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF
CAMBRIDGE**

and

THE CATALAN INSTITUTE OF CLASSICAL ARCHAEOLOGY

COLLABORATION AGREEMENT

“MAPPING ARCHAEOLOGICAL HERITAGE IN SOUTH ASIA (MAHSA)”

THIS AGREEMENT is made on the 17th February 2021

BETWEEN:

- (1) **THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE**, whose administrative offices are at The Old Schools, Trinity Lane, Cambridge, CB2 1TN, United Kingdom ("**Cambridge**):

and

- (2) **THE CATALAN INSTITUTE OF CLASSICAL ARCHAEOLOGY** whose administrative offices are at Plaça Rovellat s/n, 43003, Tarragona, Spain ("**ICAC**");

Each a Party and together the Parties

WHEREAS:

- A. Cambridge was the lead applicant in a grant proposal to Arcadia ("Funding Body"), as set out at Schedule 1 to this Collaboration Agreement ("**Application**"), for funding to support a research project entitled "*Mapping Archaeological Heritage in South Asia*" ("**Project**"), as set out in the Application as set out in Schedule 1.
- B. ICAC together with UNIVERSITAT POMPEU FABRA, BARCELONA ("**UPF**") were co-applicants in the Application.
- C. The Funding Body has agreed to fund the Project to be undertaken by the Parties in collaboration subject to the terms and conditions in its original grant award letter dated 5th of December 2019 and its amended grant award offer letter dated 22nd of April 2020 with Cambridge as set out at Schedule 2 to this Collaboration Agreement ("**Grant Agreement**").
- D. Pursuant to the Grant Agreement the Parties wish to collaborate in the carrying out of the Allocated Work relating to the Project, as envisaged in the Application.
- E. The Parties now wish to define their respective rights and obligations in relation to the carrying out of the Project. This Collaboration Agreement sets out the terms under which the Parties shall perform the Work.

IT AS AGREED:

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 and other work allocated to each Party relating to the Project, as set out in the Application (or as otherwise agreed to in writing by the Parties and the Funding Body).

"Arising Intellectual Property" shall mean any Intellectual Property, which is generated or first reduced to practice by any Party

or Parties directly as a consequence of the work undertaken in accordance with this Collaboration Agreement.

“Background Intellectual Property”

shall mean all Intellectual Property, excluding any Arising Intellectual Property, owned or controlled by any Party prior to commencement of, or developed by any Party independently from, the Project, and which that Party contributes or uses in the course of delivering the Project.

“Business Day”

shall means any day (other than a Saturday or Sunday or a public or bank holiday in England and the Republic of South Africa in terms of a public holiday) when the banks in the City of London are open for business.

“Co-Applicants”

shall mean of Dr Hector Orengo of ICAC and Prof. Marco Madella and Dr Carla Lancelotti of UPF

“Co-Applicant Institutions”

shall mean ICAC and UPF

“Collaborating Parties”

shall mean the Lead Institution, the Co-Applicant Institutions, the Project Partners and any third parties joined as a party to this Collaboration Agreement in accordance with Schedule [5] or on substantially the same terms and conditions.

“Commencement Date”

shall mean the signature date of this Collaboration Agreement.

“Confidential Information”

shall mean (a) all Arising Intellectual Property owned by the disclosing party (“Disclosing Party”); (b) all Background Intellectual Property owned by the Disclosing Party; and (c) any Information which relates to the business, affairs, developments, personnel of the Disclosing Party or any other Information which (in each case) is identified by the Disclosing Party as confidential or which the receiving party (“Receiving Party”) ought reasonably to regard as confidential.

“Expiry Date”

shall mean the Project End Date or, if later, the date on which the Grant Agreement expires or terminates.

“Funding Body”

shall mean Arcadia a Charitable Foundation (or its successor).

“Impact”

the effect on, change or benefit to the economy, society, culture, public policy or services, health, the environment or quality of life, beyond academia. Impact includes the activity, attitude,

awareness, behaviour, capacity, opportunity, performance, policy, practice, process or understanding of an audience, beneficiary, community, constituency, organisation or individuals in any geographic location whether locally, regionally, nationally or internationally. Impact will also include the reduction or prevention of harm, risk, cost or other negative effects.

“Information”

includes (without limitation) drawings, specifications, samples, models, reports, papers, processes, procedures, instructions, software, correspondence, data and documents of any kind.

“Intellectual Property”

shall mean patents, utility models, algorithms rights to inventions, copyright and neighboring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Key Personnel”

shall mean (i) the Principal Investigator, (ii) the Co-investigators, and (iii) any other academics or researchers (if any) identified by the Parties as being important to the delivery of the Project and named in the Application.

“Lead Institution”

shall mean Cambridge (or its successor(s) as agreed in writing by the Parties and the Funding Body).

“MAHSA Sites Project Database(s)”

shall mean the Project Sites Database constructed by Cambridge, ICAC and UPF using the ARCHES (<https://www.archesproject.org>) open source software platform Ver 5.0.

“Primary Data and Primary Data Fields”

shall mean the data and data fields properly archived and made available through formal cooperation with the University of Cambridge and local stakeholders in Pakistan and India, in adherence to the requirements of the open data

accessibility and storage requirements of Arcadia.

“Principal Investigator”

shall be Dr Cameron Petrie of Cambridge (or his successor(s) as agreed in writing by the Parties and the Funding Body).

“Project”

shall mean the project titled, “*Mapping Archaeological Heritage Sites in Asia (MAHSA)*” as set out in the Application or amended as agreed in writing by the Parties and the Funding Body.

“Project End Date”

shall mean 30 September 2023, thirty six (36) months from the Project Start Date

“Project Partner”

shall mean collaborating governmental and academic institutions including some or all of: Directorate of Archaeology and Museums, Government of Khyber Pakhtunkhwa, Directorate of Archaeology and Museums, Government of Punjab, Directorate General of Antiquities, Government of Sindh, Archaeology Directorate, Government of Baluchistan, University of Peshawar, KPK, Hazara University, KPK, University of the Punjab, Punjab, Shah Abdul Latif University, Khairpur, Sind Taxila Institute of Asian Civilizations, Quaid-i-Azam University, Islamabad Pakistan); Archaeological Survey of India, Department of AIHC and Archaeology, Banaras Hindu University, Faculty of Arts, Department of Archaeology and Ancient History, MSU Baroda, Department of AIHC and Archaeology, Deccan College Pune, Central University of Haryana, MD University, Rohtak, Haryana (India); British Library, London, ISMEO, Missione Archeologica Italiana in Pakistan, CNRS, France, Harappa Archaeological Research Project (HARP, Harvard, NYU, Madison) (UK, Europe and US) who have each agreed to provide specific material contributions (either direct or indirect) to the Project, as set out in the Application or as otherwise agreed in writing by the Parties and the Funding Body.

“Project Start Date”

shall mean 1st October 2020

“Project Period”

shall be the period commencing on the Project Start Date and ending at the end of the Project End Date.

“VAT”

shall mean Value Added Tax

- 1.2. Clause headings are inserted in this Collaboration Agreement for convenience only, and they shall not be taken into account in the interpretation of this Collaboration Agreement.
- 1.3. The Schedules to this Collaboration Agreement and any document referred to in this Collaboration Agreement or its Schedules form an integral part of this Collaboration Agreement and are hereby incorporated into this Collaboration Agreement.
- 1.4. In this Collaboration Agreement, references to Clauses and Schedules refer to clauses and schedules of this Collaboration Agreement; and the singular form of any word includes the plural (and vice versa), as required by the context.
- 1.5. In the event that any terms of this Collaboration Agreement contradict or are incompatible with any terms of the Grant Agreement, the terms of the Grant Agreement will prevail to the extent necessary to resolve such contradiction or incompatibility. In the event of any such contradiction or incompatibility affecting the collaboration of any Parties, the affected Parties shall (acting reasonably and in good faith) negotiate a solution or amendment acceptable to themselves and the Funding Body.

2. COMMENCEMENT AND DURATION

- 2.1. This Collaboration Agreement shall commence on the Commencement Date and shall then continue in full force and effect until the end of the Expiry Date unless terminated earlier in accordance with its provisions.
- 2.2. Where applicable, the Parties shall take reasonable preparatory steps as from the Commencement Date to ensure that that Project shall be ready to start on the Project Start Date.
- 2.3. The Parties acknowledge and agree that the Lead Institution may, subject to the other Parties' prior written approval, request at any time that the Funding Body agree to bring forward or postpone the Project Start Date and/or the Project End Date.

3. THE PROJECT

- 3.1 The Lead Institution shall use its reasonable endeavours to procure, and the Co-Applicants shall use its reasonable endeavours to assist the Lead Institution to procure, that:
 - 3.1.1.1. each Project Partner will sign a collaboration letter on the terms (or substantially the same terms and conditions to allow for the disclosure of information, Results and/or Project Intellectual Property for the purposes of conducting the Project) set out in Schedule 4 attached hereto;
 - 3.1.2. any new party ("New Party") wishing to join the Project will (at the New Party's option:
 - 3.1.2.1. sign a collaboration letter on the terms and conditions (or substantially the same terms and conditions) set out in Schedule 4; or

- 3.1.2.2. be formally joined as a party to this Collaboration Agreement by signing an accession agreement on the terms and conditions (or substantially the same terms and conditions) set out in Schedule 5 attached hereto, and
 - 3.1.3. each New Party who is not and does not become joined as a party to this Collaboration Agreement pursuant to Clause 3.1.2.1 or 3.1.2.2 above (but who nonetheless wishes to attend meetings of or with the Parties to discuss the Project) shall first sign a confidentiality agreement before or upon attending for the first time or otherwise receiving or having access to any Confidential Information.
- 3.2. The Project will start on and from the Project Start Date and will continue until the Project End Date unless this Collaboration Agreement is terminated earlier in accordance with its provisions herein.
- 3.3. The Parties acknowledge and agree that there are other partners in the Project and that each Co-applicant Institution will be bound by the terms and conditions of the Grant Agreement and an equivalent agreement between each Co-applicant Institution and Cambridge on substantially the same terms and conditions as those under this Agreement.
- 3.4. The Parties will each use their reasonable endeavours to collaborate on the Project including (without limitation) any modifications, deletions or expansions approved in writing by the Parties and the Funding Body. The Parties shall be bound *mutatis mutandis* by the terms and conditions of the Grant Agreement, which form part of this Collaboration Agreement; except that any provisions of the Grant Agreement that are specific to the Lead Institution, the Co-Applicants and/or the Project Partners to the Grant Agreement shall apply only to the Lead Institution, the Co-Applicant(s) and/or the Project Partners (as the case may be).
- 3.5. The Parties intend, and the relevant Parties shall use their reasonable endeavours to procure, that the Project will be performed by or under the direction and supervision of the Principal Investigator together with the Co-Applicant Investigators throughout the Project Period.
- 3.6. In respect of the Allocated Work each Party will use its reasonable endeavours to:
 - 3.6.1. provide adequate facilities;
 - 3.6.2. obtain any requisite materials, equipment and personnel; and
 - 3.6.3. carry out the work with reasonable care and skill and diligently,
 in each case within the scope and course allowed by its funding and / or commitment to provide in kind resources under this Collaboration Agreement.
- 3.7. Each Party shall provide such assistance as is reasonably required by the Lead Institution in order that the Lead Institution can oversee compliance with the Grant Agreement and can prepare and submit reports, documents and any further information to the Funding Body or its agents in accordance with the Grant Agreement.
- 3.8. Each Party shall comply with its obligations under the UK Bribery Act 2010 and the UK Modern Slavery Act 2015 or its national equivalents in exercising its rights and

performing its obligations under or in connection with this Collaboration Agreement and the Project.

- 3.9.** Project Management Committee. The Parties shall establish a Project Management Committee chaired by the Principal Investigator and comprising the Project Manager, the Co-Investigator, the Co-Applicant Investigators and the Project Partner Investigators.
- 3.10.** International Advisory Board. The Lead shall be responsible for setting up an International Advisory Board as set out in the application to the Funder.

Project Database(s) and Primary Data /Primary Data Fields

- 3.11.** The project will use the ARCHES (<https://www.archesproject.org>) open source software platform Ver 5.0 when constructing the MAHSA Sites Project Database. This database will be tailored for the specific needs of the project and the local stakeholders.
- 3.12.** Access to the MAHSA Sites Project Database(s) shall be coordinated at Cambridge. It will have a secure login, and access will be granted to heritage professionals not already collaborating with the project to encourage national heritage agencies to undertake and/or collaborate with the work.
- 3.13.** Project Partners will each have access to a local copy of the MAHSA Sites Project Database for their own use through a license from Cambridge under this Project.
- 3.14.** The University of Cambridge's Data Repository Apollo (<https://www.repository.cam.ac.uk/>) will be used for deposition and storage in perpetuity of all project data, with different datasets prepared in line with existing guidelines and in compliance with relevant rights over access.

4. THE FUNDING AND OTHER CONTRIBUTIONS

- 4.1.** Each Party shall provide its respective financial and/or other contributions to the Project in accordance with the Application.
- 4.2.** The Parties acknowledge (i) that the Funding Body has undertaken to provide funding for the Project subject to the terms and conditions of the Grant Agreement; and (ii) the Lead Institution has in turn undertaken to act as recipient of that funding and as Project Lead for and on behalf of the Parties. The Parties agree that the sole financial obligation of the Lead Institution under this Collaboration Agreement shall be to forward the payments allocated to ICAC in accordance with Schedule 3 as attached hereto (but subject always to receipt by the Lead Institution of sufficient funding from the Funding Body and only in accordance with the Grant Agreement and this Collaboration Agreement).
- 4.3.** In the event that the Funding Body requires the reimbursement to it by the Lead Institution of any sums paid by the Funding Body to the Lead Institution under or in connection with the Grant Agreement or this Collaboration Agreement then, to the extent that such requirement arises, directly or indirectly, from the acts, omissions or default of any other Party, that other Party hereby agrees to reimburse to the Lead Institution an amount up to the sum received by that Party from the Lead Institution under or in connection with the Grant Agreement or this Collaboration Agreement together with any VAT, interest and penalty duly charged by the Funding Body.
- 4.4.** Subject to the foregoing provisions of this Clause 4, each Party shall be responsible for its own financial management of the Project in accordance with the Application, for

carrying out its Allocated Work for the Project and for performing its other obligations under this Collaboration Agreement.

5. CONFIDENTIALITY PROCEDURES AND PUBLICATION

Confidentiality:

- 5.1.** Subject to Clauses 5.5 and 5.6 below, each Party will use its reasonable endeavours not to disclose or make available to any third party any Confidential Information, nor use for any purpose except as expressly permitted by this Collaboration Agreement, any of another Party's Confidential Information.
- 5.2.** No Party shall incur any obligation under Clause 5.1 above with respect to any Information which:
 - 5.2.1.** is known to the receiving Party before the start of the Commencement Date and is not impressed already with any obligation of confidentiality to the disclosing Party;
 - 5.2.2.** is or becomes publicly known without the fault of the receiving Party;
 - 5.2.3.** 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 any obligation of confidentiality owed to the disclosing Party;
 - 5.2.4.** is independently developed by the receiving Party;
 - 5.2.5.** is approved for release in writing by an authorised representative of the disclosing Party;
 - 5.2.6.** is required to be disclosed or made available to the Funding Body or its agents under or in connection with the Grant Agreement; or
 - 5.2.7.** the receiving Party is specifically required to disclose in order to comply with any legal or regulatory obligation or an order of any court of competent jurisdiction provided that, in the case of any disclosure under the Freedom of Information Act 2000, the Freedom of Information (Scotland) Act 2002 or the Environmental Information Regulations 2004, none of the exemptions or exceptions in that Act or those Regulations applies to the Confidential Information.
- 5.3.** If any Party receives a request under the Freedom of Information Act 2000, the Freedom of Information (Scotland) Act 2002 or the Environmental Information Regulations 2004 to disclose any Confidential Information, that Party will notify and consult with the other Parties. Each other Party will use its respective reasonable endeavours to respond within five (5) Business Days after receiving notice if the notice requests assistance in determining whether or not an exemption or exception under that Act or those Regulations applies.

Publications:

- 5.4.** The Parties acknowledge and agree that Cambridge, is a higher education institution (for the purposes of the UK Further and Higher Education act 1992, as amended) and the carrying out of the Project is intended to further its charitable purposes (for the purposes of section 3(1) of the UK Charities Act 2011) as a higher education institution,

in particular: (i) the advancement of education through teaching; and (ii) the carrying out of research and the publication of its useful results. The Parties therefore further acknowledge and agree that there must be some material element of public benefit (for the purposes of section 4 of the UK Charities Act 2011) arising from the Project, and that this shall be secured including (without limitation) by means of the following sub-clauses:

5.4.1. Nothing contained in this Collaboration Agreement shall prevent or hinder the submission by any collaborating University's registered students of any thesis to examiners in accordance with its normal academic regulations subject, where appropriate, to such examiners being bound by obligations of confidentiality no less onerous than those set out in this Clause 5, nor to the placing of such thesis in that collaborating University's library provided that access to such thesis shall only be on a restricted basis and with obligations of confidentiality no less onerous than those set out in this Clause 5. Any restricted library access shall last no longer than is reasonably necessary and in any event not longer than one (1) year from such thesis being placed therein;

5.4.2. In accordance with normal academic practice, all employees, students, agents or appointees of each collaborating University (including those who work on the Project) shall be permitted, following the procedures laid down in Clause 5.6 below and subject to proper acknowledgement of the source of the funding:

5.4.2.1. to publish the Results, jointly where applicable; and

5.4.2.2. in pursuance of the collaborating University's 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.

5.5 Each Party will use its reasonable endeavours to submit material intended for publication or public presentation (including but not limited to, scientific publications, patent applications and public lectures) to the Lead in writing not less than thirty (30) calendar days in advance of the submission for publication or public presentation. The Lead may require the modification or amendment of the material if in its reasonable opinion modification or amendment is necessary to protect its Confidential Information to the reasonable satisfaction of the Lead. The Lead may also require the reasonable delay of the publication or presentation if in the Lead's reasonable opinion the delay is necessary in order to seek patent or similar protection to any Arising Intellectual Property owned by that reviewing Party. A delay imposed on submission for publication or presentation as a consequence of a requirement made by the Lead shall not last longer than is reasonably necessary for the Lead to obtain the required protection and shall not exceed six (6) months from the date of receipt of the material by the Lead (save that the Lead will not unreasonably refuse a request from the receiving Party for additional delay in the event that Intellectual Property rights would otherwise be lost).

5.6 No Party shall use the name and/ or logo(s) of any other Party in any publication, materials or activities unless it has first obtained the prior written approval of the other Party (or such third party who owns the name and/or logo(s) of that Party). Where the other Party (or the third party) gives such approval, the first Party shall comply with such branding guidelines as the other Party (or the third party) may issue in writing from time to time.

- 5.7.** The provisions of Clauses 5.2 to 5.4 above shall survive for a period of three (3) years from the expiry or termination of this Collaboration Agreement. The provisions of Clause 5.6 above shall survive for a period of one (1) year from the expiry or termination of this Collaboration Agreement.

6. IMPACT

- 6.1.** The Parties acknowledge and agree that each of them is generally required by the Funding Body and their other respective funders to demonstrate their Impact. Consequently, the Parties agree to co-operate and comply with all reasonable requests made by any other Party to provide such Information (excluding any Confidential Information) as the requesting Party may reasonably require to address the requirements placed on the requesting Party for this purpose. Such Information may include (without limitation) data, reports and / or case studies about the Impact arising from the Project.

7. INTELLECTUAL PROPERTY RIGHTS

Background Intellectual Property Rights:

- 7.1.** 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 Party except in accordance with this Collaboration Agreement. Each Party acknowledges and confirms that nothing contained in this Collaboration Agreement shall give it any right, title or interest in or to the Background Intellectual Property of the other Parties save as granted by this Collaboration Agreement. Each Party agrees that any improvements or modifications to any 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. For the avoidance of doubt, the MAHSA Sites Project Database(s) shall form part of Cambridge's background. For the avoidance of doubt, the machine learning algorithms shall form part of ICAC's background. A list of each Party's Background Intellectual Property is set out in Schedule 1.
- 7.2.** Each Party grants to the other Party an irrevocable, royalty-free, non-exclusive license during the Project Period to use its Background Intellectual Property for the purpose of carrying out the Project, for its own academic and research purposes (including teaching and research and development) but not for commercial exploitation and subject always to any existing third party rights. No Party may assign or grant any sub-license over or in respect of any other Party's Background Intellectual Property or Arising Intellectual Property without that Party's prior written consent save that the Lead Institution shall be entitled to grant rights to the Funding Body to the extent required under the Grant Agreement.

8 ARISING INTELLECTUAL PROPERTY

- 8.1** To ensure the requirements of the Funder are best met and the results of the Project are made available to as wide an audience as possible it is understood between the University, the Co-Applicants and the Project Partners that the records of the sites

mapped will be made available in an Open Access geospatial database access to which will be password controlled.

Subject to any legal ownership rights of National Heritage agencies to information arising from sites within their territories, as between the Lead and the Co-Applicant Institutions, all results and intellectual property ("Arising Intellectual Property") generated in the course and scope of the Project shall belong to the Party generating the same.

- 8.2** Each Party shall promptly disclose to the Lead all Arising Intellectual Property generated by it so the Lead can ensure the goals of Open Access are adhered to. Notwithstanding the confidentiality section below, the Lead and the Co-Applicants grant each other and the Partner Organisations an irrevocable, non-exclusive, non-transferable, non-sublicensable, royalty-free right to use all Arising Intellectual Property for the Project, for academic, teaching, non-commercial research purposes and for non-commercial internal research and development including research projects funded by third parties (including commercial entities) through password through access to the Open Access database provided that those parties gain or claim no rights to the Arising Intellectual Property.

9 TERMINATION

- 9.1** A Party ("**Defaulting Party**") may have its part in this Collaboration Agreement terminated in accordance with this Clause 9 herein:

9.1.1 If the Defaulting Party (a) commits a material breach of its obligations under the terms and conditions of this Collaboration Agreement, or (b) is persistently in material breach of its obligations under this Collaboration Agreement in such a manner that any other Party is hindered in its ability or capacity to carry out its own obligations under or in connection with the Project, then any Party (other than itself) may give the Defaulting Party not less than ninety (90) days' written notice of termination. The notice shall include a detailed statement describing the breach or breaches. If the breach is capable of being reasonably remedied and is remedied within the 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 notice period, then termination shall also not be effective if the Defaulting Party genuinely begins to remedy the breach within that period, and continues diligently to remedy the breach until it is remedied fully. If the breach is incapable of remedy, or in the case of persistent breach, then the termination shall take effect at the end of the notice period in any event.

9.1.2 Any Party (other than itself) may give the Defaulting Party written notice immediately terminating its part if:

9.1.2.1 the Defaulting Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

9.1.2.2 the Defaulting Party passes a resolution for its winding-up or dissolution;

9.1.2.3 a court of competent jurisdiction makes an order for the Defaulting Party's winding-up or dissolution; or appoints an administrator over the Defaulting Party;

- 9.1.2.4** any Party (i) appoints a receiver over, or an encumbrancer takes possession of or sells an asset of, the Defaulting Party; or (ii) makes an arrangement or composition with any class of creditors or its creditors generally; or (iii) makes an application to a court of competent jurisdiction for protection from its creditors generally;
- 9.1.2.5** the Defaulting Party suffers or undergoes any occurrence reasonably equivalent to those in Clauses 9.1.2.1. to 9.1.2.4. above in any other jurisdiction to which it or its business is subject;
- 9.1.2.6** the Defaulting Party undergoes a change of control (within the meaning of section 1124 of the Corporation Tax Act 2010); or
- 9.1.2.7** the Defaulting Party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
- 9.2** All rights acquired by the Defaulting Party to any Background Intellectual Property and Arising Intellectual Property of any other Party shall cease immediately other than in respect of the Defaulting Party's interest in any jointly owned Background Intellectual Property or jointly owned Arising Intellectual Property; the Defaulting Party shall, however, continue to comply with the obligations under Clause 7, in respect of access to its own Background Intellectual Property and Arising Intellectual Property to allow the other Project Parties to continue with the Project.
- 9.3** Each Party shall promptly notify the other Project Party(ies) (or if any other Party becomes aware, it may notify the other Project Parties) if at any time any of its Key Personnel is unable or unwilling to continue the direction and supervision of the Allocated Work. Within sixty (60) days giving such notice that Party shall nominate a successor to replace its Key Personnel. The other Project Parties will not decline unreasonably to accept the nominated successor. However, if the successor is not acceptable on reasonable and substantial grounds, then (unless it within that same period it nominates an alternative successor who is acceptable) the relevant Party may be asked to give notice of withdrawal under Clause 9.1 above and, if that Party declines to do so promptly, it shall be in material breach of this Collaboration Agreement and any other Party may terminate that Party's part in this Collaboration Agreement in accordance with Clause 9.1.2. above.
- 9.4** This Collaboration Agreement shall terminate automatically if it does so under or in accordance with the provisions of the Grant Agreement.
- 9.5** Without prejudice to Clause 9.4 above, if the Parties reasonably agree that there are no longer valid reasons for continuing with the Project, they may, by unanimous consent in writing, terminate this Collaboration Agreement. In the event of such termination each Party shall be reimbursed for all costs and non-cancellable commitments properly charged in accordance with this Collaboration Agreement and incurred or committed up to the effective date of termination, provided 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 any other Party in circumstances where costs or commitment have not been recovered from the Funding Body.
- 9.6** Except where expressly provided for under this Collaboration Agreement, the Parties' obligations at Clause 3 above shall cease to apply upon the Expiry Date or the effective date of termination of this Collaboration Agreement.

10 WARRANTIES

- 10.1** Each Party represents and warrants that it has the power to enter into this Collaboration Agreement and has duly authorised its execution.
- 10.2** 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.
- 10.3** No Party warrants, represents or undertakes to any other Party that any work carried out under or in connection with this Collaboration Agreement will lead to any particular result; nor is the success of any such work guaranteed. No Party accepts any responsibility for any use, which may be made of any work carried out under or in connection with this Collaboration Agreement, or of any 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.

11 LIMITATION OF LIABILITY

- 11.1** Notwithstanding any provision in this Collaboration Agreement to the contrary, nothing in this Collaboration Agreement shall exclude or limit liability for:
- 11.1.1** death or personal injury resulting from negligence;
- 11.1.2** any fraud or fraudulent misrepresentation; or
- 11.1.3** any other kind of liability which cannot lawfully be excluded or limited.
- 11.2** Subject to Clause 11.1 above, no Party shall be liable under or in connection with this Collaboration Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit or revenue, loss of business or contracts, loss of chance or opportunity or for any indirect or consequential loss.
- 11.3** Subject to Clause 11.1 above, each Party's total and aggregate liability under or in connection with this Collaboration Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall be limited to the sum of the monies received or to be received by that Party for its Allocated Work under this Collaboration Agreement.
- 11.4** Subject to Clause 11.1 above, the liability of each Party's employees, students, agents or appointees under or in connection with this Collaboration Agreement is hereby expressly excluded and the Parties undertake to make no claim in connection with this Collaboration Agreement or its subject matter against any employees, students, agents or appointees of any other Party. This Clause 11.4 is intended to give protection to individuals working on the Project but is in no way intended to restrict or prejudice any rights or remedies which a Party might have to claim against any other Party.

12 FORCE MAJEURE

- 12.1** No Party shall not be liable for failure to perform its obligations under this Collaboration Agreement on time or at all, nor be liable to any claim for compensation or damage, nor be deemed to be in breach of this Collaboration Agreement, if such failure arises

from an occurrence or circumstances beyond the reasonable control of that Party (excluding an obligation to make payment).

- 12.2** 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, in consultation with the Funding Body, discuss whether continuation of the Project is viable, or whether the Project and this Collaboration Agreement should be terminated.

13 NOTICES

- 13.1** A legal notice given to any Party under or in connection with this Collaboration Agreement shall be in writing and sent to that Party for the attention of the person and at the address or email address set out below (or such other person, address or email address as that Party may notify to the other Parties from time to time in writing):

13.1.1 To Cambridge

Name: Assistant Director, School of Arts, Humanities and Social Sciences,
Address: Research Operations Office, University of Cambridge, Greenwich House,
Maddingley Rise, Maddingley Road, Cambridge, CB3 0TX

with a copy sent to the Principal Investigator

Name: Professor Cameron Petrie
Address: Department of Archaeology, University of Cambridge, Downing Street,
Cambridge, CB2 3DZ, UK ;

13.1.2 To ICAC:

Name: Dr Josep Maria Palet, Director of ICAC
Address: Pl. Rovellat s/n, 43003, Tarragona, Spain

with a copy sent to its Co-Investigator

Name: Dr Hector A. Orengo
Address: Pl. Rovellat s/n, 43003, Tarragona, Spain

- 13.2** For the purpose of Clause 13.1 above a notice delivered by hand to the correct address shall be deemed received at the time of delivery; or if sent by courier to the correct address internationally no later than ninety six (96) hours following its sending or if sent by email to the correct email address no later than twenty four (24) hours following its sending; provided that, if deemed receipt would occur outside normal business hours (being 9.00 am to 5.00 pm on a Business Day), the deemed time of receipt shall be at 9.00 am on the next following Business Day. This Clause 13.2 does not apply to the service of any proceedings or other documents in any legal action or arbitration.

14 DISPUTE RESOLUTION

- 14.1** If any dispute arises out of or in connection with this Collaboration 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 or the subject matter of the dispute.

- 14.2** 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 either of the following:

14.2.1 Mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. To initiate mediation a Party must give notice in writing to the other Parties to the dispute requesting mediation pursuant to the Model Procedure. A copy of the request shall also be sent to CEDR. The mediation shall be before a single, jointly agreed upon, mediator.

14.2.2 Reference to the jurisdiction of the courts in England. In this event each of the Parties shall have the right to commence proceedings in any other jurisdiction for the purposes of enforcing a judgement or order made by the courts in England.

- 14.3** If the Parties are unable to select a mutually agreeable mediator or cannot agree on the forum in which any dispute is to be held within sixty (60) days of a dispute being notified, then the provisions of Clause 14.2.2 above shall apply.

15 GENERAL

- 15.1** No Party will assign its rights or obligations under this Collaboration Agreement without the prior written consent of the other Parties, such consent not to be unreasonably withheld or delayed.

- 15.2** Nothing in this Collaboration Agreement shall create, imply or evidence any partnership or joint venture between the Parties or the relationship between them of principal and agent.

- 15.3** Each Party 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's participation in or involvement with the Project and leads to a formal investigation, the relevant Party shall notify the Lead Institution and the Funding Body in writing of the investigation and its outcome. Where an allegation of research misconduct arises in respect of several individuals' participation or involvement in the Project, the relevant Parties will work together to determine how the allegation will be investigated and, following the outcome, how it is reported.

- 15.4** No Party shall use the name, logo or trademark of any other Party or the name of any of its staff, students, agents or appointees in any press release or product advertising, or for any other commercial purpose, without the prior written consent of the relevant Party or Parties, such consent not to be unreasonably withheld or delayed.

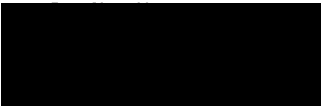
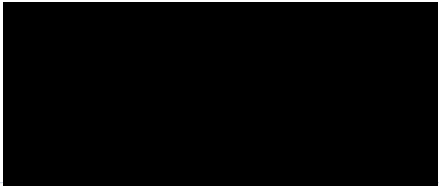
- 15.5** This Collaboration Agreement and its Schedules (which are incorporated into and made a part of this Collaboration Agreement) constitute the entire agreement between the Parties for the Project and no statements or representations made by any Party have been relied upon by the other in entering into this Collaboration Agreement.

- 15.6** No variation or amendment to this Collaboration Agreement shall be effective unless made in writing and signed by each Party (or its authorised representative).

- 15.7** If any one (1) or more clauses or sub-clauses of this Collaboration Agreement would result in this Collaboration 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 Collaboration Agreement, and shall negotiate an amendment which, as far as legally feasible, maintains the economic balance between the Parties.
- 15.8** If the whole or any part of any provision of this Collaboration Agreement is void or unenforceable in any jurisdiction, the other provisions of this Collaboration Agreement, and the rest of the void or unenforceable provision, will continue in force in that jurisdiction, and the validity and enforceability of that provision in any other jurisdiction will not be affected.
- 15.9** Except as otherwise expressly provided for herein, the Parties confirm that nothing in this Collaboration Agreement shall confer or purport to confer on any third party any benefit or any right to enforce any term of this Collaboration Agreement for the purposes of the Grant Agreements (Rights of Third Parties) Act 1999.
- 15.10** This Collaboration Agreement shall be governed by English law and (subject to Clause 15 above) the English courts shall have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with this Collaboration Agreement.

This Collaboration Agreement may be executed in any number of counterparts, each of which when executed and delivered will constitute an original of this Collaboration Agreement, but all counterparts will together constitute the same agreement. No counterpart will be effective until each Party has executed and delivered at least one (1) counterpart. An electronically signed copy of this Agreement delivered by e-mailed portable document format file or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

EXECUTED as an agreement on the date first shown above.

SIGNED for and on behalf of THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE	
Name:	Dr Pamela Nunez
Position:	Senior Contracts Manager
Signature:	
Date:	19 February 2021
SIGNED for and on behalf of the THE CATALAN INSTITUTE OF CLASSICAL ARCHAEOLOGY	
Name:	Dr. Josep Maria Palet Martínez
Position:	Director
Signature:	
Date:	17 th February 2021

Schedules:

- Schedule 1: The Application
- Schedule 2: The Grant Agreement
- Schedule 3: Breakdown of costs
- Schedule 4: Project Partner collaboration letters
- Schedule 5: Accession letter

Schedule 1: The Application

See attached document

Cambridge Background Intellectual Property

The MAHSA Sites Project Database(s) shall form part of Cambridge's background.

ICAC Background Intellectual Property

Machine learning algorithms for the detection of sites using a variety of sources, which include different types of multitemporal satellite imagery, digital surface models, historic maps and other types of images shall form part of ICAC's background.

Other algorithms aimed at the detection of archaeological sites and features of interest in different types of data such as multitemporal satellite imagery, digital surface models, historic maps and other types of images developed by the ICAC's co-applicant and other members of his team shall form part of ICAC's background.

Other algorithms, methods, processes, workflows, sources and data developed by the ICAC's co-applicant and other members of his team previous to signature of this Grant Agreement shall form part of ICAC's background.

Project Background Intellectual property contributed by other parties including UPF

None listed at date of execution of this agreement.

Schedule 2: The Grant Agreement

See attached document

Schedule 3: Breakdown of Costs**BREAKDOWN OF COSTS TO COLLABORATOR****Funding Body Grant Ref: 4179****Lead University Ref: G104354****Collaborator: THE CATALAN INSTITUTE OF CLASSICAL ARCHAEOLOGY****Project Title: "MAPPING ARCHAEOLOGICAL HERITAGE IN SOUTH ASIA (MAHSA)"**

Summary Totals	Itemised Breakdown	Funding Body Contribution				
		Year 1	Year 2	Year 3		Total
Directly Incurred Costs:	Staff	£35,000	£35,000			£70.000
	Other					
TOTAL COSTS		£35,000	£35,000			£70.000

The Lead University shall pay the Collaborator a maximum of £70,000 pounds only (GBP) inclusive of any and all applicable taxes. The Collaborator shall invoice the Lead University quarterly (i.e. every three (3) months) in arrears on the basis of actual expenditure against the budget headings listed in this Schedule 3 and the Lead University shall pay the Collaborator within thirty (30) calendar days of said invoices, subject always to receipt of funds from the Funding Body. The final invoice should be sent to the Lead University within two (2) months of the end of the Project to allow preparation of the final cost statement by the Lead University. For Research Council awards, the cost statement should include the breakdown of the indexed FEC figures as well as the actual sums claimed.

The statements/invoices should be sent to:

Department of Archaeology,
University of Cambridge
McDonald Institute for Archaeological research
Downing Street
Cambridge University
CB2 3ER

e-mail: accounts@hsps.cam.ac.uk;

quoting reference G104354 PETRIE

Schedule 4: Project Partner Collaboration Letter

[NAME]
[ORGANISATION]
[ADDRESS]
[ADDRESS]

[DATE]

Dear [NAME]

Collaboration between Chancellor, Masters and Scholars of the University of Cambridge, [names of all current Parties] [and [PARTY]] on the research project “MAPPING ARCHAEOLOGICAL HERITAGE IN SOUTH ASIA (MAHSA)”

[Further to your letter of support dated [DATE] for the above research project (attached), I am delighted to advise that the application was successful.]

As the lead institution and grant holder, one of the University of Cambridge’s obligations to Arcadia (on which the grant is dependent) is to ensure that all collaborative arrangements are formalised in writing. I should therefore be grateful if you could confirm that you and your organisation (i) are still able to provide the level of support outlined in your letter, and (ii) are happy with the following broad collaborative arrangements but do not wish to be a party to a collaboration agreement with the rest of the consortium.

In accordance with the application, and unless otherwise agreed by the parties, it is intended that, subject to the terms of the existing collaboration agreement:

- (a) results will be shared between all Project Partners at regular intervals;
- (b) results will be made publicly available in a timely fashion;
- (c) all major project management decisions (including those relating to Arising Intellectual Property that might be patentable) will be considered by an advisory committee on a case-by-case basis.
- (d) you agree to be bound by the confidentiality provisions set out in the Collaboration Agreement where applicable

If acceptable, I should be grateful if you could arrange for signature and return of two (2) originals of this letter to this office, marked for the attention of [NAME], and we will arrange for their countersignature and return to you of one original for your records.

Yours sincerely

[NAME]
[POSITION]

Signed and agreed on behalf of: _____
Signature: _____
Name: _____
Position: _____
Date: _____

Please return a pdf of this signed document as soon as possible to [EMAIL]

Schedule 5: Accession

Re: The collaboration agreement(s) dated [DATE] between The Chancellor, Masters and Scholars of the University of Cambridge, [names of all other collaborating partners] [and [PARTY]] on the research project “XXXXXXXXX” (“Collaboration Agreement”).

[NEW PARTY] (“New Party”) confirms that is has received from the Lead Institution (as defined in the Collaboration Agreement) a copy of the Collaboration Agreement and has read and understood its terms.

The New Party wishes and hereby consents to become a Party to the Collaboration Agreement and accepts all the rights and assumes all the obligations of a Party (as defined in the Collaboration Agreement) as if it were a Party with effect on and from [DATE] (“Effective Date”).

The Lead Institution hereby confirms that the Parties have [agreed in writing] [duly decided in the meeting held] [on [DATE]] to accept the accession of the New Party to the [network][consortium] and as a Party to the Collaboration Agreement with effect on and from the Effective Date.

The New Party acknowledges and accepts that, without prejudice to their other rights and remedies, with effect on and from the Effective Date the other Parties shall have rights hereunder pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any contractual right against the New Party arising under or in connection with this accession document and the Collaboration Agreement.

This accession document shall be governed by English law and the English courts shall have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with it.

This accession document has been prepared in duplicate to be duly signed by the undersigned authorised representatives. Copies will be circulated to all Parties.

[NEW PARTY]
Signature(s)
Name(s)
Title(s)
Date
Place

The Chancellor, Masters and Scholars of the University of Cambridge
Signature(s)
Name(s)
Title(s)
Date
Place