

RESEARCH CONTRACT

between

THE UNIVERSITY COURT OF THE UNIVERSITY OF GLASGOW

and

KHON KAEN UNIVERSITY

RESEARCH CONTRACT

between

THE UNIVERSITY COURT OF THE UNIVERSITY OF GLASGOW, incorporated under the Universities (Scotland) Act 1889 and having its principal office at University Avenue, Glasgow G12 8QQ, a registered Scottish charity in terms of Section 13 (2) of the Charities and Trustee Investment (Scotland) Act 2005 (Charity Number SC004401, Charity Name 'University of Glasgow Court') ("**Glasgow**");

and

KHON KAEN UNIVERSITY whose administrative offices are at 123 Mittraphap Rd., Muang Khon Kaen 40002 Thailand ("**KKU**")

hereinafter referred to as the "Parties" and each of them being a "Party".

BACKGROUND

- A. With reference to the Sir Henry Wellcome Postdoctoral Fellowship to support the project entitled "Liver Fluke (*Opisthorchis viverrini*) in Southeast Asia: Can Transmission be Halted Through Mass Drug Administration?", (the "Project"), awarded by The Wellcome Trust (the "Funder") to the University of Oxford on 4 July 2019. The Award was then transferred to Glasgow effective of the 1st of March 2022 (the "Award"), the Parties hereby confirm their intention to regulate their rights and obligations in accordance with the terms and conditions contained in this contract (the "Contract").
- B. This Contract, will start on the date of the last signature (the "Effective Date") and sets out the terms and conditions under which Glasgow will pass on the funds allocated to KKU under the Head Terms, attached at Part 1 of the Schedule to this Contract (the "Head Terms"), and under which the Parties will collaborate on the work to be conducted on the Project.

TERMS AND CONDITIONS

It is hereby agreed as follows:

1. The Project shall commence on 01 September 2019 and shall continue for forty-eight (48) months until 31 August 2023 unless terminated earlier in accordance with this Contract. The Parties will co-operate to perform the Project. The tasks to be undertaken by each Party for the Project are those allocated to them in the proposal made to Funder for the Project attached at Part 2 of the Schedule to this Contract (the "Proposal"). The Parties agree to perform such tasks with reasonable skill and care within the scope of their funding.
2. KKU hereby agrees to comply with the Head Terms in so far as they relate and apply to KKU's involvement in the Project. Additionally KKU agrees not to conduct itself (whether by act or omission) in such a manner that would cause Glasgow to be in breach of Glasgow's obligations under the Head Terms. On termination or expiry of the Head Terms, this Contract will automatically immediately terminate.

3. KKU agrees to provide to Glasgow promptly on request (and where it is legally able to do so) any information, documentary evidence and records in respect of the Project that Glasgow may reasonably require from time to time in order to fulfil its reporting obligations under the Head Terms.
4. KKU will share the "CASCAP Isan Cohort Data" that is required to carry out the Project with Glasgow, within ninety (90) days from the Effective Date. The full CASCAP data requested by Glasgow, will be shared by KKU by the end of June 2022. The data shall be kept confidential by Glasgow and shall not be distributed or disclosed in any way or form to any third party. KKU shall have the right to reject the request to disclose any particular information to Glasgow.
5. The maximum liability of a Party under this Contract shall not exceed the sums to be paid to it under this Contract and shall not, in any case extend to indirect or consequential losses. Nothing in this Contract limits or excludes any Party's liability for (a) death or personal injury resulting from negligence; or (b) any fraud or for any sort of other liability which, by law, cannot be limited or excluded.
6. Glasgow undertakes to make no claim in connection with this Contract or its subject matter against the Principal Investigator or any other officer, employee, agent, adviser and student of KKU (apart from claims based on fraud or deliberate default). This undertaking is intended to give protection to those individuals and is intended to be enforceable by each of them, but it does not affect any right which Glasgow might have to claim against KKU.
7. The funding to be provided to the Collaborator(s) by Glasgow in respect of the Project is detailed in the payment schedule contained in Part 3 of the Schedule to this Contract. Glasgow shall only pass on funds received under the Head Terms. If the Funder requires the reimbursement by Glasgow of any sums paid under the Head Terms, then to the extent that such requirement arises from the acts or omissions of KKU, KKU agrees to reimburse Glasgow together with any interest charged thereon by the Funder.
8. Any expenditure of KKU in excess of the amount awarded to it as set out in Part 3 of the Schedule to this Contract, shall be the responsibility of KKU. Glasgow shall have no obligation to reimburse KKU in respect of such expenditure. In the event that expenditure by KKU is expected to exceed the amount awarded, KKU shall advise Glasgow in advance of said expenditure being incurred to review the cause and the possibility of negotiating an increased allocation of the Award.
9. Subject to the conditions of the Head Terms, if recipient's research results in an invention, a new use, or a product based on containing, or relating to the material or modifications, ownership shall be jointly owned by mutual agreement between the parties, taking into account the role and contributions of individuals involved in the development of the invention. Nothing in this contract shall affect the ownership of any background intellectual property (being any intellectual property owned or controlled by a Party prior to the commencement of the Project or generated by a Party outside the scope of the Project) used in the implementation of the Project. Each Party grants the other Parties (i) a non-exclusive, non-transferable, non-sub-licensable, royalty-free licence for the duration of the Project to use its background intellectual property used in the implementation of the Project solely to enable the other Parties to carry out their respective part of the Project, and (ii) a non-exclusive, non-transferable, non-sub-licensable, royalty-free licence to use its Results for academic and non-commercial

research purposes, including research projects funded by third parties (including commercial entities) provided that those parties gain or claim no rights to such Results.

10. Authorship of any publications of the conclusions of the Project will be decided in accordance with normal academic practice.
11. Each Party shall procure that in carrying out the Project, it will comply with all applicable laws, regulations and statutes, including those relating to anti-bribery and modern slavery. Non-compliance with this clause by a Party shall not be sufficient justification for another Party to not comply with its obligations under this Contract.

12. Notices

Glasgow's representative for the purpose of receiving notices shall until further notice be:

Head of Legal
Research Support Office
Room 241
Isabella Elder Building
University Avenue
G12 8QQ

with a copy to:

callum.smith@glasgow.ac.uk

KKU's representative for the purpose of receiving notices shall until further notice be:

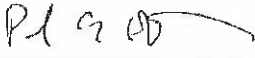
Research Administration Division,
Khon Kaen University
123, Mittraphap Rd., Muang,
Khon Kaen, 40002 Thailand
Email: ora@kku.ac.th

with a copy to: intermed@kku.ac.th

13. This Contract shall be regarded as though it were a complementary contract to the Head Terms. Nothing contained in this Contract shall be so construed or interpreted in any way as to diminish or alter the rights of the Funder as set out in the Head Terms which shall take precedence.
14. This Contract shall be governed and construed in accordance with the laws of England and Wales and the Parties agree to the exclusive jurisdiction of the English Courts.
15. A signed copy of this Contract 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 Contract.

IN WITNESS WHEREOF this Contract is executed as follows:

for and on behalf of **THE UNIVERSITY
COURT OF THE UNIVERSITY OF
GLASGOW**

Signed: 

Paul Ellis

Name: Senior Contracts Manager

Title: _____

Dated: 28/10/2022

for and on behalf of **KHON KAEN UNIVERSITY**

Signed: 

Prof. Monchai Duangjinda, Ph.D.

Name: _____

Title: Vice President for Research and
Graduate Studies

Dated: November 4, 2022