

INNOVATIVE METHODS AND METRICS FOR AGRICULTURE AND NUTRITION ACTIONS

GRANT AGREEMENT

SECTION 2: GENERAL TERMS AND CONDITIONS

BACKGROUND AND INTERPRETATION

1. Background

- 1.1. Innovative Methods and Metrics for Agriculture and Nutrition Actions (IMMANA) is funded by UK Department for International Development (DFID). IMMANA Grants ("Grant") are awarded by London School of Hygiene and Tropical Medicine (LSHTM).
- 1.2. Upon signing the grant agreement ("Agreement"), the lead applicant will become the 'Grant Holder'. However, the Grant Holder will not become party to the IMMANA funding agreement between DFID and LSHTM.

2. Interpretation

- 2.1. In the event of any inconsistency between the Award Letter (Section 1) and these General Conditions (Section 2), the Award Letter shall prevail.
- 2.2. The Grant Holder is not the agent of LSHTM or DFID and has no authority to represent and shall not purport to represent or enter into any commitments on behalf of LSHTM or DFID in any respect.
- 2.3. Nothing in the Agreement is intended to make nor shall it make LSHTM the employer of the Grant Holder or any of the Grant Holder's Personnel.

THE SERVICES

3. The Services

- 3.1. The Grant is available exclusively for the Project described in the Application and is subject to these General Terms and Conditions. Any modification or change to the purposes of the Project as set out in the Application can only be made with the prior written approval of LSHTM.
- 3.2. The Services are set out in Annexes A to C which are taken from the Application:
 - 3.2.1. Annex A: Full Proposal
 - 3.2.2. Annex B: Budget
 - 3.2.3. Annex C: Reporting schedule

4. Commencement and duration of the Services

- 4.1. The Grant Holder shall start the Services on the effective date (the "Start Date") stated in the award letter and shall complete them by the completion date (the "End Date") stated in the award letter unless the Agreement is terminated earlier in accordance with its terms and conditions.

5. Financial Limit

- 5.1. Payments under the Agreement shall not, in any circumstances, exceed the grant award amount stated in the award letter, inclusive of any taxes, if applicable (the "Financial Limit").

6. Sub-Contractors

- 6.1. With the exception of consortia or joint applications specified and agreed in the full proposal document, the Grant Holder shall not sub-contract any of its obligations under the Agreement without the prior written consent of LSHTM.

7. LIMITATION OF LIABILITY

- 7.1. Nothing in the Agreement shall exclude or restrict the liability of either Party to the other for death or personal injury resulting from negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.
- 7.2. Subject to 7.1 and except where liability arises out of misconduct, gross negligence, dishonesty or fraud or under an indemnity, each Party's liability to the other under the Agreement shall be limited to the amount of the Financial Limit.
- 7.3. Except where arising from the negligence of LSHTM or LSHTM's employees, the Grant Holder shall indemnify LSHTM in respect of any costs or damages howsoever arising out of or related to breach of warranty or representation, contract or statutory duty, or tortious acts or omissions by the Grant Holder or the Grant Holder's Personnel or any claims made against LSHTM by third parties in respect thereof.

ADMINISTRATION

8. Use of Grant

- 8.1. The Grant shall be used by the Grant Holder solely for the delivery of the agreed IMMANA research proposal in accordance with the terms of the Agreement. For the avoidance of doubt, the Grant Holder shall not spend Grant monies which have not been agreed in the research proposal without the prior written agreement of LSHTM.

9. Payment

- 9.1. The maximum amount to be paid to the Grant Holder by way of remuneration for the completion of the Grant Holder's obligations under the Agreement has been fixed at the amount given in Clause 5.
- 9.2. Subject to LSHTM being satisfied that the Grant Holder is or has been carrying out their duties, obligations and responsibilities under the Agreement, payments due to the Grant Holder shall be made not more than 30 days after provision to LSHTM of a valid invoice.
- 9.3. Payments pursuant to the Agreement are subject to the satisfaction of the IMMANA Research Funding Manager in relation to the performance by the Grant Holder of its obligations under the Agreement and to verification by the IMMANA Research Funding Manager that all prior payments made to the Grant Holder under the Agreement were

properly due.

- 9.4. Payment shall be made in British Pounds Sterling (GBP). Expenses (if any) arising in foreign currency shall be reimbursed using a reputable exchange rate, valid at the time of expenditure.
- 9.5. If for any reason LSHTM is dissatisfied with performance under the Agreement, an appropriate sum may be withheld from any payment otherwise due. In such event LSHTM shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction, and payment of the amount outstanding will be made upon remedy of any unsatisfactory work or resolution of outstanding queries.
- 9.6. Should LSHTM determine after paying for a particular Service that the Service has not been completed satisfactorily, LSHTM may recover, or withhold from further payments, an amount not exceeding that previously charged for that Service until the unsatisfactory Service is remedied to its satisfaction.
- 9.7. Travel and living expenses will be paid at a rate consistent with the Annex B. All journeys by Rail or Air will be made by a class of travel that is no more than Standard / Economy.
- 9.8. For grants of a period of more than one year, unexpended amounts in the grant at the end of any year will be carried forward to the next year.
- 9.9. Expenditure incurred outside the Start and End Dates will not be reimbursed, except where LSHTM's prior written approval has been obtained.
- 9.10. For the avoidance of doubt, any unspent monies in the Grant at completion of the End Date will automatically remain with LSHTM and no longer be available to the Grant Holder.

10. Invoicing Instructions

- 10.1. Invoices should be submitted quarterly in arrears as set out in Annex C (The Reporting Schedule) and in accordance with the remainder of clause 10.
- 10.2. Invoices should include a form of letterhead, Grant ID code, bear an original signature and be numbered sequentially and dated. Each invoice should state the period the services were provided using "from" and "to" dates. The final invoice presented in connection with the Agreement should be endorsed "Final Invoice". Invoices should be presented in GBP only.
- 10.3. All invoices should correspond with the budget lines identified in Annex B and include actual expenditure only.
- 10.4. LSHTM may request proof of payment in respect of any item and shall be entitled to refuse to meet a claim if this cannot be provided. Records kept by the Grant Holder shall clearly identify, the basis upon which invoices have been calculated and should be kept in line with guidance in 19.7.
- 10.5. Any invoice not presented in accordance with the above may be rejected and in any event shall be liable to query and delay in payment. LSHTM reserves the right not to pay any amount due in respect of an invoice received by LSHTM more than 90 days after the day of the Grant Holder becoming entitled to invoice for the payment to which it relates.

- 10.6. Where it is found by LSHTM that any overpayment has been made to the Grant Holder, the Grant Holder shall reimburse LSHTM such amount within 28 days of the date of LSHTM's written demand.
- 10.7. LSHTM will not reimburse expenditure above Financial Limit or outside of the Budget (Annex B). Over-expenditure above the Grant and expenditure on items that are not provided for in the Agreed Budget are the responsibility of the Grant Holder.

11. Reporting

- 11.1. The Grant Holder is required to submit project reports to immanagrants@lshtm.ac.uk.
- 11.2. At the end of each quarter referred to in Annex C, the Grant Holder will submit a financial report and a brief report outlining key achievements against the agreed timeline in Annex A. In addition to the quarterly reporting as outlined above, the Grant Holder will be required to submit a more detailed report each twelve months using a template provided by LSHTM. The reporting schedule is set out in Annex C.
- 11.3. The Grant Holder shall, on request, provide LSHTM with such further information, explanations and documents as LSHTM may reasonably require in order for it to establish that the Grant has been used properly in accordance with the Agreement.
- 11.4. The Grant Holder shall permit any person authorised by LSHTM such reasonable access to its employees, agents, premises, facilities and records, for the purpose of auditing, discussing, monitoring and evaluating the Grant Holder's fulfilment of the conditions of the Agreement and shall, if so required, provide appropriate oral or written explanations from them.
- 11.5. The Grant Holder shall permit any person authorised by LSHTM and/or DFID for the purpose to visit the Grant Holder at any time on notice to monitor the delivery of the IMMANA Grant. Where, in its reasonable opinion, LSHTM considers that additional visits are necessary to monitor the IMMANA grant, it shall be entitled to authorise any person to make such visits on its behalf.
- 11.6. The Grant Holder shall, within thirty days of the end the Grant Period or termination of the Agreement for any other reason, provide LSHTM with a final report in the form requested by LSHTM which shall detail the budget and all expenditure in connection with the IMMANA Grant and demonstrate whether the Grant has been successfully and properly completed.

12. Equipment

- 12.1. Where a Grant is used to purchase equipment for the project, the Grant Holder accepts responsibility for the insurance, security, safety, servicing, maintenance and use of the equipment and, unless provided for in Annex B, will meet all costs relating to the equipment. The Grant Holder accepts responsibility for repairing or replacing damaged or destroyed equipment.
- 12.2. The Grant Holder will acquire the equipment in accordance with its procurement policies and procedures.

- 12.3. The equipment shall be used solely and exclusively for the purposes of the project unless LSHTM's prior written approval for other uses has been obtained. Where approval has been obtained, the Grant Holder agrees to use the equipment primarily for the purposes of the project at all times and in no circumstances to the detriment of the project.

OBLIGATIONS

13. Professional Indemnity Insurance

- 13.1. The Grant Holder shall maintain professional indemnity insurance cover to indemnify Grant Holder for all sums which the Grant Holder shall become legally liable to pay (including claimants' costs and expenses) as a result of claims first made against the Grant Holder during the period from the date of the Agreement and renewable on an annual basis throughout the term of the Agreement. The limit of indemnity under such insurance shall be no less than the Financial Limit in respect of any one claim and in the aggregate per annum, exclusive of defence costs which are payable in addition.
- 13.2. Such insurance shall be maintained by the Grant Holder in accordance with good industry practice and (so far as reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time; and be taken out and maintained with insurers who are of good financial standing, appropriately regulated and of good repute in the international insurance market.
- 13.3. The Grant Holder shall submit evidence of such insurance upon LSHTM's request.

14. Duty of Care

- 14.1. The Grant Holder shall be responsible for the safety and well-being of all Grant Holder Personnel engaged under the Agreement and of third parties affected by the Grant Holder's activities under the Agreement, including without limitation appropriate security arrangements.
- 14.2. LSHTM accepts no responsibility for the health, safety and security of individuals or property whilst travelling in the performance of, or in connection with, the Services.
- 14.3. The Grant Holder will be responsible for taking out insurance in respect of death or personal injury, damage to or loss of property, and will indemnify and keep indemnified LSHTM in respect of:
- 14.3.1. any loss, damage or claim, howsoever arising out of, or relating to negligence by the Grant Holder, the Grant Holder's Personnel, or by any person employed or otherwise engaged by Grant Holder, in connection with the performance of the Agreement; and
 - 14.3.2. any claim, howsoever arising, by the Grant Holder's Personnel or any person employed or otherwise engaged by the Grant Holder, in connection with the performance of the Agreement.
- 14.4. The Grant Holder will ensure that such insurance arrangements as are made in respect of the Grant Holder's Personnel, or any person employed or otherwise engaged by the Grant Holder are reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.
- 14.5. The costs of any insurance specifically taken out by the Grant Holder pursuant to this Clause 14 may be included as part of the management costs of the Services, and must be

separately identified in all financial reporting relating to the Services.

15. Discrimination

- 15.1. The Grant Holder shall not unlawfully discriminate either directly or indirectly on protected characteristics such as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the Grant Holder shall not unlawfully discriminate within the meaning and scope of the provisions of all relevant legislation including the Equality Act 2010 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof.
- 15.2. The Grant Holder shall take all reasonable steps to secure that Grant Holder's Personnel do not unlawfully discriminate as set out in Clause 15.1.

16. Protection of Personal Data

- 16.1. In the Agreement, "Personal Data" means information which:
- 16.1.1. is in (or is intended to be in) electronic form or a filing system;
 - 16.1.2. relates to a living individual who can be identified from that information, or from a combination of that information and other information in (or likely to come into) the possession of DFID, LSHTM or the Grant Holder; and
 - 16.1.3. reveals something about the living individual.
- 16.2. Where the Grant Holder processes Personal Data in connection with the Agreement on behalf of LSHTM, the Grant Holder shall:
- 16.2.1. process the Personal Data only in accordance with instructions from LSHTM (which may be specific instructions or instructions of a general nature as set out in the Agreement or as otherwise notified by LSHTM);
 - 16.2.2. process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by law or any relevant regulatory body;
 - 16.2.3. implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
 - 16.2.4. take reasonable steps to ensure the reliability of any the Grant Holder's Personnel who have access to the Personal Data;
 - 16.2.5. obtain prior written consent from LSHTM in order to transfer the Personal Data to any third party;
 - 16.2.6. ensure that all the Grant Holder's Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data;
 - 16.2.7. ensure that none of the Grant Holder's Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by LSHTM;
 - 16.2.8. notify LSHTM (within two working days) if it receives:
 - 16.2.8.1. a request from a data subject to have access to that person's Personal Data; or
 - 16.2.8.2. a complaint or request relating to compliance with obligations under the

UK Data Protection Act 1998;

16.2.9. provide LSHTM with full cooperation and assistance in relation to any complaint or request made relating to compliance with obligations under the UK Data Protection Act 1998, including by:

- 16.2.9.1. providing LSHTM with full details of the complaint or request;
- 16.2.9.2. complying with a data access request within the relevant timescales set out in the UK Data Protection Act 1998 and in accordance with LSHTM's instructions;
- 16.2.9.3. providing LSHTM with any Personal Data it holds in relation to a data subject (within the timescales required by LSHTM); and
- 16.2.9.4. providing LSHTM with any information requested by LSHTM;

16.2.10. permit LSHTM or its representatives (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Grant Holder's data processing activities (and/or those of its agents, subsidiaries and sub-contractors) and comply with all reasonable requests or directions by LSHTM to enable LSHTM to verify and/or procure that the Grant Holder is in full compliance with its obligations under the Agreement;

16.2.11. provide a written description of the technical and organisational methods employed by the Grant Holder for processing Personal Data (within the timescales required by LSHTM).

16.3. The Grant Holder shall not perform its obligations under the Agreement in such a way as to cause LSHTM to breach any of its applicable obligations under the UK Data Protection Act 1998.

17. Disclosure of Information

17.1. The Grant Holder shall not, and shall procure that Grant Holder's Personnel do not use any Personal Data or any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and Grant Holders of LSHTM, including all intellectual property rights, together with all information derived from any of the above, and any other information clearly being designated as being confidential to LSHTM (whether or not it is marked "confidential"), or which ought reasonably be considered to be confidential to LSHTM, otherwise than for the purposes of the Agreement.

17.2. The Grant Holder and Grant Holder's Personnel shall not, without the prior written consent of LSHTM, disclose to any third party any confidential information obtained during or arising from the Agreement (other than in the proper performance of the Agreement or as may be required by authority of competent jurisdiction). In addition, no publicity is to be given to the Agreement without the prior written consent of LSHTM.

18. DFID Data

18.1. In the Agreement, "DFID Data" means (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i) supplied to Grant Holder by or on behalf of DFID or LSHTM; or (ii) which Grant Holder is required to generate, process, store or transmit pursuant to the Agreement; or (b) any Personal Data for which

DFID is the data controller.

- 18.2. The Grant Holder, if provided access to DFID Data, shall not delete or remove any proprietary notices contained within or relating to DFID Data.
- 18.3. The Grant Holder shall not store, copy, disclose, or use DFID Data except as necessary for the performance by the Grant Holder of its obligations under the Agreement or as otherwise expressly authorised in writing by DFID or LSHTM.
- 18.4. To the extent that DFID Data is held and/or processed by the Grant Holder, the Grant Holder shall supply that DFID Data to DFID as requested by DFID in the format(s) specified by DFID or LSHTM.
- 18.5. Upon receipt or creation by the Grant Holder of any DFID Data and during any collection, processing, storage and transmission by the Grant Holder of any DFID Data, the Grant Holder shall take responsibility for preserving the integrity of DFID Data and preventing the corruption or loss of DFID Data.
- 18.6. The Grant Holder shall perform secure back-ups of all DFID Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the security policy at <https://www.gov.uk/government/publications/security-policy-for-contractors-consultants-and-suppliers> (the "Security Policy"). The Grant Holder shall ensure that such back-ups are available to DFID at all times upon request, with delivery times as specified by DFID.
- 18.7. The Grant Holder shall ensure that the system on which the Grant Holder holds any DFID Data, including back-up data, is a secure system that complies with the Security Policy.
- 18.8. If DFID Data is corrupted, lost or sufficiently degraded as a result of the Grant Holder's default so as to be unusable, DFID or LSHTM may:
 - 18.8.1. require the Grant Holder (at Grant Holder's expense) to restore or procure the restoration of DFID Data and the Grant Holder shall do so as soon as practicable but not later than three days following written request from DFID; and/or
 - 18.8.2. itself restore or procure the restoration of DFID Data, and shall be repaid by the Grant Holder any reasonable expenses incurred in doing so.
- 18.9. If at any time the Grant Holder suspects or has reason to believe that DFID Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Grant Holder shall notify LSHTM immediately and inform LSHTM of the remedial action the Grant Holder proposes to take.

19. Freedom of Information

- 19.1. The Grant Holder acknowledges that DFID and LSHTM are subject to the requirements of the Freedom Of Information Act 2000 (FOIA), the Environmental Information Regulations 2004 and associated codes of practice and Grant Holder shall assist and cooperate with LSHTM to enable DFID and LSHTM to comply with their information disclosure obligations under this legislation.
- 19.2. LSHTM or DFID (as applicable) shall be responsible for determining in their absolute

discretion and notwithstanding any other provision in the Agreement or any other agreement whether any information is exempt from disclosure in accordance with the provisions of the FOIA, the Environmental Information Regulations 2004 and associated codes of practice.

- 19.3. In no event shall the Grant Holder respond directly to a request for information under the FOIA, the Environmental Information Regulations 2004 and associated codes of practice unless expressly authorised to do so by LSHTM.
- 19.4. The Grant Holder acknowledges that LSHTM may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 (the "Code"), be obliged under the FOIA, or the Environmental Information Regulations 2004, to disclose information concerning Grant Holder or the Services:
 - 19.4.1. in certain circumstances without consulting the Grant Holder; or
 - 19.4.2. following consultation with the Grant Holder and having taken their views into account;
- 19.5. provided always that where 19.4.1 applies LSHTM shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Grant Holder advanced notice, or failing that, to draw the disclosure to the Grant Holder's attention after any such disclosure.
- 19.6. The Grant Holder shall ensure that all information relevant to the Agreement is retained for disclosure in accordance with Clauses 19.7 and 19.8 and shall permit LSHTM to inspect such records as requested from time to time.
- 19.7. The Grant Holder shall, during the term of the Agreement and for a period of at least seven years following the expiry or termination of the Agreement, retain and maintain all information relevant to the Agreement (including, without limitation, the Records):
 - 19.7.1. in accordance with the requirements of the Public Records Office and in accordance with the exercise of the degree of care that would be expected from a leading company within the relevant industry or business sector;
 - 19.7.2. in chronological order
 - 19.7.3. in a form that is capable of audit;
 - 19.7.4. at its own expense.
- 19.8. Wherever practical, original information relevant to the Agreement shall be retained and maintained in hard copy form.
- 19.9. The Grant Holder acknowledges that any designation that information is commercially sensitive is of indicative value only and that LSHTM may be obliged to disclose it in accordance with Clause 19.1.

20. Malicious Software

- 20.1. In the Agreement, "Malicious Software" means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
- 20.2. The Grant Holder shall, as an enduring obligation throughout the Term, use the latest

versions of anti-virus definitions available from an industry accepted anti-virus software vendor to check for and delete Malicious Software.

- 20.3. Notwithstanding Clause 20.2 if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of DFID Data, assist each other to mitigate any losses and to restore such data.
- 20.4. Any cost arising out of the actions of the Parties taken in compliance with the provisions of Clause 20.3 shall be borne by the Parties as follows:
 - 20.4.1. by Grant Holder where the Malicious Software originates from Grant Holder's software, data or information technology systems; and
 - 20.4.2. by LSHTM if the Malicious Software originates from the LSHTM's software, data or information technology systems.

21. Conflict of Interest

- 21.1. Neither the Grant Holder nor any of the Grant Holder's Personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to the Agreement.
- 21.2. The Grant Holder and the Grant Holder's Personnel shall notify LSHTM immediately of any actual or potential conflict together with recommendations as to how the conflict can be avoided.

22. Corruption, Commission, Discounts and Fraud

- 22.1. The Grant Holder warrants and represents to LSHTM that, in connection with this Agreement, neither the Grant Holder, nor any of the Grant Holder's Personnel:
 - 22.1.1. has given, offered or agreed to give or accepted, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of any contract or for showing or forbearing to show favour or disfavour to any person or entity in relation to any contract; or
 - 22.1.2. has entered into any contract in connection with which commission has been paid or agreed to be paid by or to the Grant Holder or the Grant Holder's Personnel or on their behalf or to their knowledge unless, before such contract was made, particulars of any such commission and of the terms of any agreement for the payment of such commission were disclosed in writing to LSHTM, whose written consent was subsequently given to such payment.
- 22.2. Neither the Grant Holder nor any of the Grant Holder's Personnel shall accept for or on their own benefit any trade commission, discount or similar payment or benefit in connection with the Agreement.
- 22.3. The Grant Holder undertakes that neither the Grant Holder nor any of the Grant Holder's Personnel shall attempt or commit any fraud, deception, financial or procedural wrongdoing including but not limited to any offence under the Bribery Act 2010, any other legislation creating offences in respect of fraudulent acts, or at common law in respect of fraudulent acts, in relation to the performance by the Grant Holder of its obligations under the Agreement and shall immediately notify LSHTM of any

circumstances giving rise to a suspicion that such wrongful activity may occur or has occurred.

- 22.4. Consistent with numerous United Nations Security Council resolutions including S/RES/1269 (1999), S/RES/1368 (2001) and S/RES/1373 (2001), both DFID and LSHTM are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of DFID to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. In accordance with this policy, the Grant Holder undertakes to use reasonable efforts to ensure that none of the DFID funds provided under this arrangement are used to provide support to individuals or entities associated with terrorism.
- 22.5. In the event of a breach of the provisions of Clause 22 by the Grant Holder, the breaching Party shall immediately take such action as is necessary to remedy the breach. Without prejudice to any other express remedies referred to elsewhere in this Agreement or any rights or remedies available at law or in equity, LSHTM shall have the right to take whatever action it deems appropriate including the right to terminate this Agreement with immediate effect if, acting reasonably, it deems such termination necessary to avoid damage to its reputation or to avoid criminal or other sanctions by the relevant authorities and shall not be liable to pay any compensation to the Grant Holder for any loss or damage howsoever arising as a result of the termination under this clause.

23. Intellectual Property Rights

- 23.1. All intellectual property rights in all material (including but not limited to reports, data, designs whether or not electronically stored) produced by the Grant Holder or the Grant Holder's Personnel pursuant to the performance of the Services (the "Material") shall be the property of Grant Holder.
- 23.2. The Grant Holder hereby grants to each LSHTM and DFID a world-wide, non-exclusive, irrevocable, royalty-free licence to use all the Material.

24. Environmental Requirements

- 24.1. The Grant Holder shall take all reasonable steps to protect the environment in relation to the performance of the Services and shall comply with all applicable environmental laws and regulations.

PUBLICATION AND PUBLICITY

25. Branding

- 25.1. The Grant Holder shall acknowledge the support of IMMANA in any research outputs, materials or public presentations according to the IMMANA branding guidelines.
- 25.2. The Grant Holder will collaborate with DFID and proactively look for ways to build support for development and raise awareness of DFID's funding. The Grant Holder will explicitly acknowledge DFID's funding, in written and verbal communications about activities related to the funding, to the public or third parties, including in announcements, and through use, where appropriate, of DFID's "UK aid – from the British people" logo ("UK aid logo") in accordance with DFID standards for use of the UK aid logo, unless otherwise agreed in advance by DFID.

- 25.3. If press releases on work which arises wholly or mainly from the Services are planned, the Grant Holder shall ensure such press releases are agreed in advance by emailing the IMMANA team on immana@lshtm.ac.uk.

VARIATION AND TERMINATION

26. Force Majeure

- 26.1. Where the performance by either Party of its obligations under the Agreement is delayed, hindered or prevented by an event or events beyond the reasonable control of that Party and against which an experienced higher education institution could not reasonably have been expected to take precautions, the effected Party shall promptly notify the other Party in writing, specifying the nature of the force majeure event and stating the anticipated delay in the performance of the Agreement.
- 26.2. The Parties acknowledge and agree that:
- 26.2.1. from the date of receipt of notice of events given in accordance with Clause 26.1, DFID may, at its sole discretion, either suspend its contract with LSHTM in connection with IMMANA (the "Prime Contract") for up to a period of 6 months (the "Suspension Period") or terminate the Prime Contract; and
- 26.2.2. if by the end of the Suspension Period DFID has not agreed a further period of suspension or re-instatement of the Prime Contract, the Prime Contract shall terminate automatically.

27. Suspension or Termination

- 27.1. If the Prime Contract is suspended or terminated for any reason, LSHTM may suspend or terminate the Agreement immediately by giving the Grant Holder written notice of such suspension or termination.
- 27.2. Either party may suspend or terminate the Agreement at any time by so notifying the other party in writing and giving the reason(s) for such suspension or termination.
- 27.3. Where the Prime Contract has been suspended or terminated pursuant to Clauses 27.1 or 27.2, the Grant Holder shall provide to LSHTM, not more than 60 days after LSHTM notifies Grant Holder of the suspension or termination of the Prime Contract an account in writing, stating:
- 27.3.1. any costs, if any, due before the date of suspension or termination;
- 27.3.2. any costs to be expended after the date of suspension or termination which the Grant Holder necessarily incurred in the proper performance of the Agreement and which it cannot reasonably be expected to avoid or recover.
- 27.4. LSHTM shall pass such account to DFID and subject to DFID's approval LSHTM shall pay such amount to the Grant Holder within 30 days after receipt from the Grant Holder of an invoice in respect of the amount due.
- 27.5. The Grant Holder shall indemnify LSHTM in full against any liability, cost, expense, loss and/or damage suffered or incurred by LSHTM where the Grant Holder's negligence or breach of the Agreement results in the suspension or termination of the Prime Contract by DFID.

THIRD PARTY RIGHTS AND JURISDICTION

28. The Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999

29. Jurisdiction

29.1. The Agreement shall be governed by the laws of England and Wales.

29.2. The parties will attempt in good faith to negotiate a settlement to any claim or dispute between them arising out of or in connection with the Agreement. If the matter is not resolved by negotiation the parties will refer the dispute to mediation in accordance with CEDR (Centre for Effective Dispute Resolution in London, UK) procedures. If the parties fail to agree terms of settlement within 90 days of the initiation of the procedure the dispute may be referred to an arbitrator as agreed between the parties or failing such agreement as may be nominated by the President of the Law Society of England and Wales upon application of any Party. The initiation of the procedure is defined as the written request to CEDR by any Party for mediation provided that such request is copied to the other Party.

The decision of the arbitrator shall be final and binding on both parties.

The seat and place of arbitration shall be London.

29.3. Neither Party may commence any court or arbitration proceedings in any jurisdiction other than England and Wales, save to the extent necessary to enforce an arbitration award given under the English jurisdiction pursuant to Clause 29.2.