Dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_20[xx]

1. [insert name of The Institution]
2. [insert name of the Developer]

Model Fast Track Testing and Evaluation Agreement

**Scenario – The Institution prioritises and evaluates the Developer’s Materials against Pathogen of Interest during a ‘One Health’ crisis facing people, animals and/or the environment, and contributes to the potential development of the Materials as Product. Confidential Information excludes Results. The Institution has the right to use for academic and research purposes. The Institution can notify Global Stakeholders that they are carrying out the Work, timeline, details of the Developer, Materials, etc. The Institution has right to publish Results (including ‘poor’ or ‘negative’ results) and make them available in databases set up by Global Stakeholders. Discount if Product is sold back to the Institution or Commissioning Bodies. Originally developed at Public Health England for a Wellcome Trust-funded** [**project**](https://www.gov.uk/government/news/phe-scientists-receive-ebola-treatment-research-funding) **to explore possible treatment options for Ebola, and subsequently for Zika.**

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**THIS AGREEMENT** is dated [INSERT DATE]

**BETWEEN**

1. **[INSERT NAME ]** (which expression shall include its successors in title) with offices at [address including country] (**the Institution**).
2. **[Developer name],** a [nature of entity, e.g. company/university/etc.] incorporated in [country] with the registration number [ ] with offices at [ ] (**Developer**).

**BACKGROUND**

1. [The Institution has [e.g. *in vitro*/*in vivo* models, expertise and know-how] to [e.g. assess safety and efficacy of pharmaceutical/vaccine candidates] against infections by Pathogens of Interest (as defined below).]
2. [Following an assessment by the Institution, the Developer’s Material (defined below) has been selected for [enter scientific objective, e.g. *in vitro* and *in vivo* testing and evaluation against selected filoviruses] by the Institution, in a study funded by the Developer, with such testing and evaluation to be performed on the terms of this agreement.]

Agreed terms

# **Interpretation**

# The following definitions and rules of interpretation apply in this agreement.

## Definitions

**Arising IPR:** see clause 5.3

**Background Intellectual Property:** shall mean any inventions, designs, information, know-how, specifications, formulae, data, processes, methods, techniques, and other technology of a party used in, or disclosed in connection with the performance of, the Work and the Intellectual Property Rights therein.

**Commissioning Bodies:** shall mean the government funded organisation(s) with responsibility for commissioning healthcare in the Host Country (e.g. The Secretary of State for Health, National Institute for Health and Care Excellence, Joint Committee on Vaccination and Immunisation, Medicines and Healthcare Products Regulatory Agency, Public Health England, and any other UK government funded organisation with responsibility for commissioning healthcare in the UK).

**Commencement Date:** shall mean the latter of date of final signature of this agreement or [insert date].

**Global Stakeholders:** (a) the United Nations or any of its specialized agencies (e.g. World Health Organization); (b) the Australia-Canada-UK-USA Medical Counter Measures Consortium; (c) the UK InterLab Forum; (d) the Australia-Canada-Germany-UK-USA BSL4Znet; (e) the Wellcome Trust; (f) the Bill and Melinda Gates Foundation; (g) organisations similar to those in (b) – (d) where the aim is to coordinate the activities and/or response to a global crisis facing people, animals and/or the environment (One Health); (h) organisations similar to those in (e) – (f) where the aim is to maintain a database of materials already tested against the Pathogens of Interest.

**Host Country:** country where the Institution is based and funded wholly or in part by the taxpayer [e.g. UK]

Intellectual Property Rights or IPR**:** shall mean all intellectual property rights including but not limited to all registered and unregistered trademarks, service marks, trade or business names, patents for invention, utility models, trade secrets, design rights (whether capable of registration or otherwise), applications for any of the foregoing, copyrights and other rights in works of authorship (including rights in computer software), moral rights and artists’ rights, domain names, semi-conductor topography rights, database rights, know-how, and other similar rights or obligations, whether capable of registration or not, in any country for the full term of the rights together with any extensions or renewals and including protection against unfair competition and all similar or equivalent rights or forms of protection in any part of the world.

Material: shall mean the [pharmaceutical/vaccine] candidates to be tested and evaluated by the Institution in accordance with the Work Protocol and as referenced therein.

Pathogens of Interest: shall mean [insert the pathogen(s) of mutual interest to the Institution and the Developer, and potentially also to the scientific community which is facing a current global crisis, e.g. filoviruses]

**Product:** shall mean any and all products that are manufactured, sold or otherwise supplied by the Developer, its affiliate (or a licensee of either) for [enter proposed indication, e.g. the prevention and/or treatment of Ebola] and which incorporates the Material or is a derivative or modification thereof.

**Publication:** shall mean any scientific publication and/or communication including publishing any abstract, article or paper in a journal or an electronic repository, or make presentations at a conference or seminar,

**Results:** shall mean any and all of both the results and the raw data generated in the Work.

Work: shall mean the work to be undertaken by the Institution in accordance with the Work Protocol and the terms of this agreement.

Work Protocol: shall mean the work protocol as agreed between the parties and as set out in Schedule 1.

## Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

## A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

## The Schedule form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedule.

## Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

## Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

## A reference to writing or written includes fax but not e-mail.

## Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

## References to clauses and the Schedule are to the clauses and the Schedule of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.

## Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

# **Commencement and duration**

## This agreement shall commence on the Commencement Date and shall continue until the Work is completed in accordance with the Work Protocol unless this agreement is terminated in accordance with clause 10.

# **Supply of materials**

## The Developer shall procure the transfer of the Material to the Institution in accordance with all applicable regulatory and legal requirements and in sufficient quantities to enable the Institution to carry out the Work.

## The Institution shall use the Material only in connection with the Work and shall return, or destroy if requested to do so by the Developer, the Material to the Developer after the completion of the Work.

# **The work**

## The Institution shall, following receipt of Material, carry out the Work in a timely manner and shall use its reasonable efforts to achieve any milestones set out in the Work Protocol.

## The Institution shall carry out the Work in accordance with all applicable laws and regulations.

## Upon request the Institution will inform the Developer of the stage reached in the Work.

## Each party shall co-operate with the other party in all matters relating to the Work.

# **Intellectual property rights**

## All Background Intellectual Property belonging to one party, and any improvements thereof, shall remain the exclusive property of the party owning it (or, where applicable, the third party from whom its right to use the Background Intellectual Property has derived).

## Nothing in this agreement shall operate to assign or transfer the ownership of any Intellectual Property Rights existing as of the Commencement Date.

## The Results and all Intellectual Property Rights subsisting therein, or derived therefrom, whether patentable or not (**Arising IPR**) shall vest in the Developer.

## The Developer grants to the Institution a royalty-free, irrevocable, non-transferable, non-exclusive licence to use the Arising IPR for the Institution’s own non-commercial activities such as teaching and scientific or clinical research subject always to confidentiality provisions set out in clause 8 of this agreement.

## The provisions of this clause 5 shall survive termination of this agreement, however arising.

# **Consideration**

## The Institution acknowledges and agrees that in the event that the Work demonstrates favourable results for the Material for use in prevention and/or treatment of infections by Pathogens of Interest, then further development work may need to be carried out before the Material could be used as a Product.

## The Developer acknowledges and agrees that due to the current global crisis, the Institution is prioritising and accelerating the Work over the Institution’s other core duties and/or commercial activities. The Developer also acknowledges and agrees that the Institution is contributing to the potential development of the Developer’s Materials as Product, in the form of intellectual contribution through this Work and generation of Results as well as bearing any difference between the full economic costs and the payment made by the Developer in accordance with Schedule 1. As such, in consideration of the Institution carrying out the Work and exemplifying potential Products and in the event that the Developer develops a Product, the Developer shall:

### negotiate in good faith a discounted rate for the purchase of any Product for the benefit of the public in the Host Country (**Discounted Rate**) by any of the Commissioning Bodies; and

### when requested to do so by the Commissioning Bodies, supply the Product at the Discounted Rate to the Commissioning Bodies to enable such Commissioning Bodies to fulfil their emergency preparedness duties and responsibilities, provided that such supply does not affect the ability of the Developer to meet the demand for the Product in any overseas jurisdiction in which the United Nations or any of its specialized agencies (e.g. World Health Organization) has declared a relevant global crisis (e.g. Public Health Emergency of International Concern) at the time in question.

## The provisions of this clause 6 shall survive termination of this agreement, however arising.

# **Warranties, liability and indemnities**

## The Institution warrants that the Work shall be performed by duly qualified personnel with the necessary expertise in all relevant areas but the Institution gives no guarantee that the Work will yield specific results or that the Results will be suitable for any specific purpose.

## The Developer warrants that it has all licences, permits and authorisations necessary as required by applicable law or regulation to permit the Institution to carry out the Work under this agreement.

## The Institution shall not be liable to any third parties or to the Developer for any claims whatsoever (including but not limited to infringement of intellectual property rights and product liability claims) arising out of or in any way related to the actions of the Developer, its sub-contractors or its respective agents or employees; or any contracts or other commitments made by the Developer or its sub-contractors or distributors or their respective agents or employees with any other parties.

## The Developer shall, while this agreement is in force and for so long after expiry or termination as there is any possibility of a claim against the Institution (or its officers or employees), at Developer’s cost, keep in force adequate insurance with a reputable insurance company against all risks arising under this agreement. Developer shall provide the Institution with such evidence of insurance cover as the Institution may request from time to time and shall procure that the insurance carried undertakes to give the Institution reasonable notice prior to any termination or expiry of the insurance cover.

## Neither party shall have any liability to the other party for any direct, indirect or consequential loss or damage howsoever arising in contract, tort or otherwise under or in connection with this agreement for:

### loss of business whether direct or indirect;

### loss of profits whether direct or indirect;

### loss of the use of money;

### loss of goodwill;

### loss of use;

### loss of anticipated savings;

### loss of reputation;

### loss of, or corruption to data;

### third party claims save to the extent that they represent a direct loss of a third party not including any loss of profit;

### any consequential loss or damage howsoever caused.

## Nothing in this agreement is meant to limit or exclude liability for fraudulent misrepresentation or liability for death or personal injury caused by either party’s negligence. The parties expressly agree that should any limitation or provision contained in this agreement be held to be invalid under any applicable statute or rule of law it shall to that extent be deemed omitted but if any party thereby becomes liable for loss or damage which would otherwise legally have been excluded such liability shall be subject to the other limitations and provisions set out in this agreement.

## The Developer hereby indemnifies the Institution against any and all liability, loss, damage, cost or expense (including reasonable attorney’s fees and court and other expenses of litigation) arising out of or in connection with:

### any use the Developer might make of the Results of the Work;

### any claim by a third party that the Institution’s use of Material infringes any intellectual property or any other right of that third party; and

### any failure by Developer to comply fully with the provisions of clause 3.

## The provisions of this clause 7 shall survive termination of this agreement, however arising.

# **Confidentiality**

## It is understood that during the course of this agreement, both parties may be exposed to documents, information and materials which are confidential and proprietary to the other party,including any data, materials, know-how, methods, techniques, inventions, processes, trade secrets, improvements, procedures, manuals, personnel data,financial information, computer technical expertise, and other intellectual properties and assets relating to: (a) either party’s business operations, procedures, methods, software, or pricing; or, (b) the research, development, manufacture, characteristics, use, testing, packaging, labelling, storage, distribution, processing or destruction of any pharmaceutical product, biotechnology product or medical device as relevant to the Work (**Confidential Information**). For the avoidance of doubt, Confidential Information excludes the Results.

## All Confidential Information, whether written, verbal, electronic, tangible or intangible, made available, disclosed or otherwise made known by a party to the other party under this agreement shall be considered strictly confidential, and shall be considered the sole property of the disclosing party, as the case may be.

## Subject to clause 8.6, neither party will reveal, publish or otherwise disclose any Confidential Information belonging to the other party (**Proprietor**) to any third party without the prior written consent of the Proprietor, such consent not to be unreasonably withheld or delayed,.

## Subject to clause 8.6, Confidential Information belonging to either party shall be used by the recipient party and disclosed to and used by the recipient party’s personnel only to the extent needed to perform the Work.

## The Institution shall only request access to Confidential Information belonging to the Developer to the extent that that Confidential Information is required by the Institution to enable it to carry out the Work.

## The Institution shall be entitled to disclose Confidential Information of the Developer to Commissioning Bodies to the extent that such Confidential Information comprises scientific information and data relating to the Materials. The Developer agrees that such disclosures shall not be deemed a breach of this agreement.

## The duty of confidentiality in this clause shall not apply to Confidential Information for which the receiving party can establish through written contemporaneous records that:

## (a) was previously known to it;

## (b) which is publicly available at the time of disclosure or thereafter becomes publicly available through no fault breach of this agreement by recipient party;

## (c) which is lawfully disclosed to recipient party on a non-confidential basis by a third party who is not obligated to the disclosing party or any other party to retain such information in confidence;

## (d) which is required by law to be disclosed; provided that, to the extent possible, recipient party gives prior notice to the disclosing party of such required disclosure; or

## (e) which the parties have agreed in writing to publish or disclose to any third party.

## The originals and all copies of Confidential Information belonging to the disclosing party shall be promptly returned to the disclosing party with request, in good order, upon termination or expiry of this agreement or at any other time upon the request of the disclosing party save that one copy may be retained by the receiving party for its legal files.

## The provisions of this clause 8 shall survive termination of this agreement, however arising.

# **Reports and publications**

## The Institution shall, after the completion of the Work and in a timely manner, provide the Developer with (i) a final report comprising the Results and any comments arising therefrom and a detailed description of all approaches taken and the methods applied by the Institution, and (ii) any additional information relating to the Work on request.

## Notwithstanding clause 8, in the event that a party wishes to make a Publication regarding the Work (the **Publishing Party**), the Publishing Party shall submit to the other party a copy of the proposed Publication at least 30 days before the date of the proposed submission for Publication. The other party may, by giving a written notice to the Publishing Party (**Notice**) requiring the Publishing Party to amend the Publication to ensure compliance with clause 9.3 or delay the proposed Publication for a maximum of 3 month(s) after receipt of the Notice if, in the other Party's reasonable opinion, that delay is necessary in order to seek patent or similar protection for any of the Results that are included in the Publication; or prevent the Publication of any of the other party’s Confidential Information. The other party must give the Notice within 15 days, which shall include the date of receipt of the Notice, after the other party receives details of the proposed Publication. If the Publishing Party does not receive a Notice within that period, the Publishing Party may proceed with the proposed Publication.

## In any Publications, each party shall:

### ensure that the Institution contributors to the Work are named in the list of authors; and

### acknowledge the contribution of the other party.

## Neither party shall use the name or trademark(s) of the other party or the names of the employees of the other party in any advertising or sales promotional material or in any Publication without prior written permission of such other party, provided, however, that Developermay use the name of the Institution in regulatory filings.

## Notwithstanding any provisions to the contrary and subject to clause 8, the Institution shall be entitled to: (i) notify the Commissioning Bodies, upon the Commissioning Bodies’ request, that the Institution is carrying out the Work; (ii) notify the Global Stakeholders, upon the Global Stakeholders’ request, details of the Developer, Materials and Pathogens of Interest as well as the Commencement Date and the date of termination or expiry (if applicable).

## For the avoidance of doubt, the parties agree that due to the seriousness of the current global crisis, it is important for the global scientific community to have access to information that indicates whether a given compound may be effective against the Pathogens of Interest. Accordingly the parties commit (in the case of the Institution, to the extent that it is free to do so) to either (i) publishing the Results even if the Material is inactive or poorly active in the relevant tests or animal models used in the Work, or (ii) allowing the Results to be available in databases set up by any of Global Stakeholders.

## The provisions of this clause 9 shall survive termination of this agreement, however arising.

# **Termination**

## Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

### the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

### the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

### the other 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;

### the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

### a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company);

### an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);

### the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

### a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

### a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

### any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 10.1(c) to clause 10.1(i) (inclusive);

## The Institution and the Developer are each furthermore entitled to terminate the Work at the end of each of the studies set out in Schedule 1 if any preceding study fails to meet the expected outcomes.

## Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.

## Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

# **Force majeure**

## **Force Majeure Event** means any circumstance not within the Institution's reasonable control including without limitation, acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent, collapse of buildings, fire, explosion or accident, any labour or trade dispute, strikes, industrial action or lockouts, non-performance by suppliers or subcontractors, or interruption or failure of utility service.

## Provided it has complied with clause 11.4, if the Institution is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event, the Institution shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

## The corresponding obligations of Developer will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Institution.

## The Institution shall as soon as reasonably practicable after the start of the Force Majeure Event notify Developer in writing of the Force Majeure Event and the effect of the Force Majeure Event on its ability to perform any of its obligations under this agreement.

## If the Force Majeure Event prevents, hinders or delays the Institution's performance of its obligations for a continuous period of more than four (4) weeks, Developer may terminate this agreement by giving three (3) weeks' written notice to the Institution.

# **Variation**

No variation of the agreement or these clauses shall be valid unless it is in writing and signed by, or on behalf of, each of the parties.

# **Waiver**

## A waiver of any right under the agreement is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under this agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

# **Severance**

## If any provision of the agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the agreement, and the validity and enforceability of the other provisions of the agreement shall not be affected.

## If a provision of the agreement (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

# **Entire agreement**

## This agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

## Each party acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract).

# **Assignment**

Developer shall not, without the prior written consent of the Institution, assign, transfer, charge, mortgage, subcontract or deal in any manner with all or any of its rights or obligations under this agreement. In case of the transfer of all or a substantial part of the Institution’s activities to another government body, the Institution’s rights and obligations under this agreement shall automatically transfer to such other government body.

# **No partnership or agency**

## Nothing in the agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

## Each party confirms it is acting on its own behalf and not for the benefit of any other person.

# **Counterparts**

## This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

# **Rights of third parties**

Except as expressly provided elsewhere in this agreement, a person who is not a party to the agreement shall not have any rights under or in connection with it.

# **Notices**

## Any notice or other communication required to be given under this agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery or by commercial courier to the other party and for the attention of the person specified in clause 20.4, or as otherwise specified by the relevant party by notice in writing to the other party.

## Any notice or other communication shall be deemed to have been duly received if delivered personally, when signed by the representatives set out in clause 20.4 or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

## This clause 20 shall not apply to the service of any proceedings or other documents in any legal action.

## Notices should be sent to the following representatives:

|  |  |  |
| --- | --- | --- |
|  | Business related notices | Work related notices |
| The Institution | [e.g. Professor S.S. Vasan, Senior Business Development Manager, Public Health England, Porton Down SP4 0JG, UK.Telephone +44 1980 616709Fax +44 1980 612241Email vasan@phe.gov.uk] | [Insert] |
| Developer | [Insert] | [Insert] |

## Each party may replace its appointed representatives set out in clause 20.4 at any time on prior written notice to the other party.

# **Dispute resolution procedure**

## If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (**Dispute**) then the parties shall follow the procedure set out in this clause:

### either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the business related representatives of each party as set out in clause 20.4 shall attempt in good faith to resolve the Dispute;

### if the business related representatives of each party are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the senior officers of each party who shall attempt in good faith to resolve it; and

### if the senior officers of each party are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (**ADR notice**) to the other party to the Dispute, requesting mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than 30 days after the date of the ADR notice.

## No party may commence any court or arbitration proceedings under clause 22.2 in relation to the whole or part of the Dispute until 60 days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by a delay.

# **Governing law and jurisdiction**

## The agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of the Host Country.

## Each party irrevocably agrees that the courts of the Host Country shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Signed by [INSERT NAME]

for and on behalf of [INSERT NAME OF THE INSTITUTION]

....................

[Title]

Signed by [INSERT NAME]

for and on behalf of [INSERT NAME OF THE DEVELOPER]

....................

[Title]

**Schedule 1: Work Protocol**