

COLLABORATION AGREEMENT

between

NOTTINGHAM TRENT UNIVERSITY

and

PANJAB UNIVERSITY

This **COLLABORATION AGREEMENT** is made on

between

- (1) **NOTTINGHAM TRENT UNIVERSITY** an exempt charitable body and higher education institute incorporated under the Education Reform Act 1988 and having its main administrative offices at 50 Shakespeare Street, Nottingham, NG1 4FQ, UNITED KINGDOM (the "**Lead**"); and
- (2) **PANJAB UNIVERSITY** of Sector 14, Chandigarh, India ("**PU**")

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

Background and Scope of Collaborative Agreement

The parties agree to collaborate on the project entitled "**Documentation of the Wooden Heritage of Shimla built during the 19th century**" (the "**Project**"), awarded by Oxford Brookes University (the "**Funder**") to the Lead on 28 November 2023 (the "**Award**").

The Award is made as part of the Endangered Wooden Architecture Programme ("**EWAP**") which is supported by Arcadia, a charitable fund of Lisbet Rausing and Peter Baldwin ("**Arcadia**").

The Parties hereby confirm their intention to regulate their rights and obligations in accordance with the terms and conditions contained in this agreement (the "**Agreement**").

This project team includes:

Principal investigator: Amrit Sagoo NTU

Collaborator: Professor Monika Aggarwal UIAMS, Panjab University

The project entails preparing documentations of 30 Buildings which fall under three categories:

1. Historical documentation through secondary resources
2. Technical Documentation/field survey work: The 2D documentation will be conducted with measured surveys resulting in the cad drawings base plans of actual situations and hand-drawn sketches and measured drawings of the details of various architectural features. The 2D documentation will create a base to identify the optimum station points for precise 3D documentation, which will be done with Terrestrial Laser scanning with terrestrial and aerial photogrammetry to produce a 3d model of these structures based on qualitative and quantitative BIM analysis of the structures.
3. Community engagement: interactive workshops to spread awareness regarding the historical and cultural significance of the wooden structures and the building techniques; and develop best practice workshops and seminars for existing crafts and educate the building and landowners on the alternatives available.

Objectives: The objective of this collaboration included, but are not limited to:

1. The parties agree to adhere to deliver the project objectives with timeframe stipulated in the Award.

2. **Financial Resources:** The project costs and expenses are detailed in the Award.
3. **Personnel Resources:** The Parties shall assign dedicated personnel to oversee and participate in the collaboration as necessary. All staff academic staff engaged on this project will be employed on bases of payment in kind.

TERMS AND CONDITIONS

It is hereby agreed as follows:

1. The Award

The Funder has undertaken to provide funding for the Project and the Lead shall act as recipient of the funding for the Parties.

The total sum of the Award amounts to £150,000 of which £142,700 is payable to the Lead in accordance with the terms of the Award referenced EWAP2036LG and dated 23 November 2023 (the "**Head Terms**") and which are attached hereto as Schedule 1.

The financial obligations of the Lead under this Agreement shall be to forward the payments allocated to PU, and to purchase the equipment for the Project described in Schedule 3 ("**Equipment**") and loan it to PU in accordance with the Head Terms and clause 14 of this Agreement.

2. Breakdown of Award by Party

Amounts payable to PU by the Lead are made in accordance with the Head Terms and are subject to receipt of such sums from the Funder. The breakdown of PU's allocated amount by budget category is attached hereto as Schedule 2. Virements between budget category shall be as permitted by and in accordance with the Head Terms.

3. Payment Arrangements

Payments to PU for the allocated amounts from the Award shall be made in accordance with the following payment schedule:

£23,840 (80% - Year 1) on signature of the Agreement, and £5960 (20% - year 2) on 31 Oct 2025 ("**PU Grant**")

PU shall submit invoices in accordance with the above payment schedule. Invoices shall be sent to Daniel Plaster of the Lead, via email - daniel.plaster@ntu.ac.uk for authorisation, quoting reference WT1735602.

Progress reports should be sent to the Lead quarterly. A final statement of expenditure will be required within one month of the Award end date showing all details required by the Head Terms.

4. Administration of Funds

PU (a) is responsible for ensuring that all expenditure it incurs on the Project is incurred validly and in accordance with the Head Terms, and (b) will disclose the information necessary to enable the Lead to fulfil the associated requirements under the Head Terms. Any expenditure of PU in excess of the amount awarded to it as set out in Schedule 2 shall be PU's responsibility and the Lead shall have no obligation to reimburse PU in respect of such expenditure.

5. Repayment of the Award

If the Funder requires the reimbursement by the Lead of any of the Award, then to the extent that such requirement arises from the acts or omissions of PU, PU will reimburse the Lead together with any interest charged thereon by the Funder.

6. **The Project**

- 6.1. The Parties will each use their reasonable endeavours to collaborate on the Project as described in the final submitted proposal to the Funder in respect of the Award as set out in Schedule 1.
- 6.2. The Project commenced on 31 October 2023 and shall continue for two years until 31 October 2025, unless extended with the approval of the Funder.
- 6.3. Dr Amrit Sagoo of the Lead is the Project leader and shall have overall responsibility for management of the Award.

7. **Conditions of Award**

Each Party hereby agrees to comply with the Head Terms in so far as they relate and apply to that Party's involvement in the Project. For the avoidance of doubt, in the event of any conflict between the terms of this Agreement and the Head Terms, the Head Terms shall take precedence.

8. **Intellectual Property**

- 8.1. In this Agreement, "**Intellectual Property**" shall mean intellectual property of any description, including but not limited to all inventions, designs, information, specifications, formulae, improvements, discoveries, know-how, data, processes, methods, techniques and the intellectual property rights therein, including but not limited to, patents, copyrights, database rights, design rights (registered and unregistered), trademarks, trade names and service marks, and applications for any of the above.
- 8.2. All Intellectual Property used in connection with the Project which has been generated prior to or outside the scope of the Project ("**Background IP**") shall remain the property of the Party contributing the same. The Parties agree that any improvements or modifications to a Party's Background IP arising from the Project which are not severable from that Background IP will be deemed to form part of that Party's Background IP and be owned by that Party. Each Party acknowledges and confirms that nothing contained in this Agreement shall give it any right, title or interest in or to the Background IP of the other Parties save as granted by this Agreement.
- 8.3. Each Party grants the other Parties, subject to the restrictions in clause 10, a non-exclusive, non-transferable, non-sub-licensable, royalty-free licence for the duration of the Project to use its Background IP (provided it is free to license the Background IP in question) to enable the other Parties to carry out their respective part of the Project.
- 8.4. "**Results**" shall mean all information, data, materials know-how, results, inventions, software and other Intellectual Property arising through conduct of the Project. Subject to Clauses 8.5 to 8.10, each Party shall own the Results generated by its employees, students and/or agents arising from work on the Project.
- 8.5. Each Party grants the other Parties, subject to the restrictions in clause 10, an irrevocable, non-exclusive, non-transferable, non-sub-licensable, royalty-free licence to use the 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.
- 8.6. Each Party gives permission to the Lead and to EWAP for all Results to be published under CC BY-NC-SA 4.0 (Attribution-NonCommercial-ShareAlike)

Licence, which for the avoidance of doubt shall enable the public to share, copy and redistribute the Results in any medium or format and to adapt, remix, transform and build upon the Results provided that the Results, and any derivatives from it shall not be used for commercial purposes.

- 8.7. Except where EWAP agrees otherwise, all Results produced and/or published by the Collaborators must be made available for free, (i) via the internet, (ii) via local institutional repositories and (iii) with EWAP.
- 8.8. The Collaborators agree to EWAP preserving all digital materials resulting from the Project and to making and keeping them permanently available for open access.
- 8.9. If it is culturally appropriate to restrict or withhold online public access to the Results completely, PU shall notify the Lead of the reasons, and seek written approval for alternative licence terms or a decision to publicise the Results at all.
- 8.10. PU shall clear all third-party intellectual property rights and related rights (e.g., copyright laws, database rights, performance rights) contained within the Results with copyright or cultural property owners both individual and collective before publication. Consent from the subjects of any photographs, video and/or audio recordings must be captured through use of the release form in the template set out in Schedule 4 of the Head Terms or verbally in an audio-visual or audio recording.

Confidentiality and Data Protection

- 9.1 Subject to the remainder of this clause 9 and clause 10 below, the Parties each agree to use reasonable endeavours to keep confidential and not to publish or disclose in any way other than to those of its employees, students, directors, officers, advisors or representatives who have a need to know such information for the purposes of the Project:
 - (i) any confidential information relating to the business, staff, customers, financial matters, technical or other matters of the other Parties disclosed in connection with the Project;
 - (ii) any Background IP of another Party identified as confidential at the time of disclosure; or
 - (iii) personal data.(together the "**Confidential Information**")

without the consent of the Party owning or controlling such Confidential Information for a period of 3 years from the conclusion of the Project.
- 9.2 The undertaking in clause 9.1 above shall not apply to information:
 - 9.2.1 which, at the time of disclosure, has already been published or is otherwise in the public domain other than through breach of the terms of this Agreement;
 - 9.2.2 which, after disclosure to a Party, is subsequently published or comes into the public domain by means other than an action or omission on the part of any Party;
 - 9.2.3 which a Party can demonstrate was known to it or subsequently independently developed by it and not acquired as a result of participation in the Project;
 - 9.2.4 lawfully acquired from a third party who did not obtain it from any Party hereto;
 - 9.2.5 is required to be disclosed and/or published in accordance with the Head Terms;

9.2.6 is required to be disclosed to any regulatory authority or court of competent jurisdiction, or which is required to be disclosed pursuant to a request under the Freedom of information Act 2000, the Freedom of Information (Scotland) Act 2002, Environmental Information Regulations 2004 or Environmental Information (Scotland) Regulations 2004.

9.3 Data Protection

9.4 For the purposes of this clause 9, "**Data Protection Laws**" shall mean any applicable law or regulation relating to the protection of individuals with regard to the processing of personal data, such as the UK GDPR and the Data Protection Act 2018, and any code of practice or guidance published by any relevant regulator of the Data Protection Laws such as the ICO.

9.5 Each Party shall be responsible for obtaining consent from their own staff for their contact details to be shared with and held by the other Party solely for any legitimate purpose in the performance of this Agreement.

9.6 Subject to Clause 9.5, the Parties acknowledge and agree that no Party shall disclose Personal Data (as defined in the Data Protection Laws) to another Party except as is strictly necessary and is permitted by the Data Protection Laws.

9.7 The Parties agree to (and shall ensure that their respective staff and contractors) comply with the obligations set out in the Data Protection Laws in conducting the performance of this Agreement and where necessary shall enter into a data sharing agreement prior to sharing any personal data. Each Party agrees that it is acting as a separate and independent controller in respect of any personal data that it processes in connection with this Agreement and is solely responsible for its own compliance with the Data Protection Laws, and that neither Party is acting as a processor for an on behalf of the other Party.

9.8 The Parties must additionally comply with all local data protection laws in its local jurisdiction and PU will notify the Lead if, after agreeing to the obligations set out in the Data Protection Laws, it has reason to believe that it is not able to comply.

9. **Publications**

10.1 This Agreement shall not prevent or hinder registered students of any Party from submitting for degrees of that Party theses based on results obtained during the course of work undertaken as part of the Project; or from following that Party's procedures for examinations and for admission to postgraduate degree status.

10.2 In accordance with normal academic practice, all employees, students, agents or appointees of the Parties (including those who work on the Project) shall be permitted, in pursuance of the Parties' 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. All academic endeavours shall acknowledge the funding source using the Funder's standard format indicated in clause 10.5 and the rest of the Project research team. In addition, authors of research outcomes: including images, papers, plans, drawings, 3D models, etc., should also be acknowledged.

10.3 Except as expressly permitted by this Agreement, no Party shall publish any material (including any press releases or social media posts) referring to the Project, the Funder, EWAP or Arcadia without EWAP's prior written authorisation.

10.4 Notwithstanding clause 9 above, each Party shall be entitled to publish articles directly arising from its solely owned Results provided that all reasonable endeavours are made to ensure that a copy of any proposed publication or presentation is provided to EWAP at least 30 days prior to submission to any third party. EWAP shall have the right to seek the delay of the publication for a period of no more than 3 months in order to modify the publication to ensure compliance

with the acknowledgement requirements herein and identify any confidential information.

- 10.5 All publications and any communications about the Project shall acknowledge the funding made available and/or support for the Project by Arcadia, EWAP and the Funder using the following acknowledgement:

"the Endangered Wooden Architecture Programme (EWAP), Oxford Brookes University, funded by Arcadia – a charitable fund of Lisbet Rausing and Peter Baldwin".

- 10.6 PU must immediately withdraw any public statement, press release or another statement that refers to the Funder, EWAP or Arcadia if asked to do so by the Lead.
- 10.7 PU consents to EWAP publicly sharing information about the Project by any means. EWAP may publish edited extracts and publicity images from the Project proposal or other Project outputs on the EWAP website and use them to promote EWAP in general. All materials will be duly acknowledged.
- 10.8 In the event that PU accepts additional funding from a third-party for the Project, it shall inform the Lead immediately and it will not grant any rights in relation to acknowledgement or publicity to such third party without first consulting with the Lead and EWAP. PU must obtain prior written consent from the Lead and EWAP on the form and content of such acknowledgements or publication, such consent not to be unreasonably withheld or denied.
- 10.5 During the continuation of this Agreement each Party may use the other's name and logo in connection with the Project, but in doing so must comply with any requirements as to the use of that name or logo notified to it by the other Party, and shall forthwith on demand by the other Party cease any use of that name or logo which the other Party for any reason.

11 Termination

- 11.1 Either Party may terminate this Agreement by giving the other Party written notice in the event that the other Party:

11.1.1 enters into bankruptcy, administration or liquidation or any other arrangement for the benefit of its creditors; or

11.1.2 is in material breach of any of its obligations hereunder and such breach is not capable of remedy; or

11.1.3 is in material breach of any of its obligations hereunder and such breach is capable of remedy, but the other Party fails to remedy that breach within twenty-eight (28) calendar days of receipt of written notice specifying the breach and the action reasonably required to remedy the same.

- 11.2 PU shall not be entitled to recover any of its costs incurred in connection with the Project on or after the date of termination of this Agreement.

- 11.3 Early termination of this Agreement shall not affect the licences granted in clause 8.

- 11.4 The Lead may terminate this Agreement upon written notice in the event that the Head Terms are terminated.

12 Liability, Indemnity and Insurance

- 12.1 No Party makes any representation or warranty in relation to the Results. No Party accepts any responsibility for any use which may be made of any work carried out under or pursuant to this Agreement, or of the Results, nor for any reliance which

may be placed on such work or Results, nor for advice or information given in connection with them.

- 12.2 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.
- 12.3 The Lead does not accept liability for:
 - 12.3.1 any financial or other commitments which a Party has made before the Award was made;
 - 12.3.2 any expenditure which exceeds a Party's allocated amount of the Award;
 - 12.3.3 employment costs associated with the Project.
- 12.4 Except as set out in clause 12.5, the maximum liability of each Party under or in connection with this Agreement shall not exceed the amount of the PU Grant.
- 12.5 Any breach of clause 14.1.7 by PU shall be limited to the amount of the Award used to purchase the Equipment.
- 12.6 Neither Party shall be liable under or in connection with this Agreement for loss of profit, revenue, business opportunity, or for any indirect or consequential loss or damage.
- 12.7 Nothing in this Agreement limits or excludes any Party's liability for:
 - 12.7.1 death or personal injury resulting from negligence; or
 - 12.7.2 any fraud or for any sort of other liability which, by law, cannot be limited or excluded.
- 12.8 PU agrees to indemnify and hold harmless the Lead, its employees, agents, officers or subcontractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of PU's actions and/or omissions in relation to the Project, the non-fulfilment of their obligations or obligations to third-parties. In particular, PU shall repay to NTU any part of the PU Grant that NTU is required to repay to the Funder as a result of any breach of this Agreement by PU.
- 12.9 Each Collaborator shall effect and maintain, with a reputable insurance company, a policy or policies in respect of all risks that it may incur in connection with the Project, arising out of its performance of this Agreement, including death or personal injury, loss of or damage to property or any other loss.

13 **Transfer of Materials**

- 13.1 In the event that any information or materials being shared by one Party with the other Party under this Agreement is subject to any additional regulations due to its level of sensitivity including, without limitation, data protection or export control legislation, the Parties agree to handle such information or materials in an appropriate and legally compliant manner and to cooperate to obtain any necessary consents, approvals or licences.

14 **Loan of Equipment**

- 14.1 The Lead will purchase the Equipment and will loan it to PU for the duration of the Project on the following terms:
 - 14.1.1 PU must ensure that any members of its Project research team who will be required to use the Equipment undergo any necessary training;

- 14.1.2 PU must not allow the Equipment to be used for any non-Project activity;
- 14.1.3 PU must not allow the Equipment to be used by anyone other than those members of the Project research team that have had specific training to use the Equipment;
- 14.1.4 PU will follow any instructions on proper use, care, cleaning and maintenance of the Equipment contained in the user manual(s) or otherwise provided by the manufacturer or by the Lead;
- 14.1.5 PU will take all reasonable steps to ensure the security of the Equipment, including (a) keeping the Equipment securely stored in locked premises when not in use, in a locked cupboard or locker where possible; (b) not leaving any of the Equipment unattended in a vehicle unless all doors, windows and other openings of the vehicle are securely locked and properly fastened; (c) not leaving any of the Equipment in an unattended vehicle overnight unless such vehicle is either garaged in a building which is securely closed and locked or parked in a compound secured by a locked gate;
- 14.1.6 PU will securely affix a label to the transport case(s) of the Equipment, indicating that the Equipment is the property of NTU and indicating the contact details of [Prof. Monika Aggarwal, Director, UAIMS, PU (+91-9855024332), Lovnish Kumar, Local Collab. EWAP, (+91-7626812118)] in case the Equipment gets lost;
- 14.1.7 Comprehensive insurance for the Equipment has been purchased using funding from the Award, covering the risk of loss, theft, damage or destruction of the Equipment to a value not less than its full replacement value against all usual risks of loss, damage or destruction by fire, theft or accident. The insurance must be maintained for the term of the Project and neither Party shall by any act or omission do anything to invalidate the insurance. During the term of the Project, in the event of any loss, damage or destruction of the Equipment, a claim must be made to the insurer and any insurance proceeds received will be used to replace, repair or reinstate the Equipment.
- 14.2 At the end of the Project and in accordance with the Head Terms, and provided that neither Party has terminated this Agreement in accordance with clause 11.1, the Lead shall donate the Equipment to PU so that it may be used by PU for future heritage documentation and conservation purposes. The Lead and PU shall formally agree on a date of donation from which the transfer of ownership shall take effect ("**Donation Date**") and document this in a short written donation agreement signed by both Parties which includes the following terms:
- 14.2.1 PU accepts the Equipment 'as is' and without any representation, warranty or guarantee from the Lead as to the use, functionality, quality, suitability or safety of the Equipment, and all warranties and representations are excluded to the maximum extent permissible by law, except that the Lead will transfer the benefit of any remaining manufacturer's warranty that can be validly transferred to PU; and
- 14.2.2 from the Donation Date, PU is solely responsible for any liability arising from the use of the Equipment and agrees to indemnify the Lead in full against all demands, claims judgements and liability howsoever arising, including without limitation negligence, which is asserted in any claim or threatened claim by any third party, which relates to or arises from PU's use, handling, installation, storage or transfer of the Equipment on or after the Donation Date.

15.1 Applicable Laws: The Parties shall procure that in carrying out the Project, they will comply with all applicable laws, regulations and statutes, including those relating to modern slavery and anti-bribery. Non-compliance with this clause by one Party shall not be sufficient justification for non-compliance with the rest of the Agreement by the other Party(s).

15.2 Anti-Bribery: Each Party shall:

15.2.1 comply with all applicable laws relating to anti-bribery and anti-corruption (the "**Relevant Requirements**"), including the Bribery Act 2010, in connection with its conduct under this Agreement;

15.2.2 have and shall maintain in place throughout the term of the Agreement its own policies and procedures, including Adequate Procedures (as defined in section 7(2) of the Bribery Act 2010 and any guidance issued under section 9 of that Act) under the Relevant Requirements, to ensure compliance with the Relevant Requirements and will enforce them where appropriate; and

15.2.3 promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by it in connection with this Agreement.

15.2.4 ensure that any Associated Person (as defined in section 8 of the Bribery Act 2010) who is involved in the performance of any obligations under this Agreement and/or the provision of support services does so only on the basis of a written agreement, which imposes on and secures from such Associated Person terms equivalent to those imposed on the Parties under this Clause 15.2. The Parties shall be responsible for the observance and performance by such Associated Persons of such terms and shall be liable to the other Parties for any breach by such Associated Persons of any such terms.

The Parties acknowledge and agree that any breach of this Clause 15.2 (however trivial) shall be deemed to be an irremediable material breach of this Agreement for the purposes of Clause 11.1.2 and 11.2.2.

15.3 Equality: The Parties must comply with local regulations and policies relating to equality and diversity. In accordance with the requirements of the Head Terms, the Parties shall not discriminate against anyone on the basis of their age; being or becoming a transsexual person; being married or in a civil partnership; being pregnant or on maternity leave; disability; race (including colour, nationality, ethnic or national origin); religion, belief or lack of religion/belief; sex; or sexual orientation. The Parties shall not treat people with these characteristics:

15.3.1 less favourably than others;

15.3.2 in a way which puts them at an unfair advantage by putting rules or arrangements in place that apply to everyone but that put someone with one of these characteristics at an unfair disadvantage;

15.3.3 in a way which violates their dignity or creates an offensive environment for them; or

15.3.4 unfairly because they have complained about discrimination or harassment.

15.4 Impact: The Parties acknowledge that each Party to this Agreement is required by its funders to demonstrate the impact of its activities, and each Party agrees to provide the other Party with such information (not including Confidential Information) as the other Party may reasonably require to demonstrate that impact. Such information may include (in relation to the Project), but shall not be

limited to, effects, changes or benefits to the economy, society, public policy or services, health and the environment.

15.5 **Research Misconduct:** 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 Party's participation in the Project and leads to a subsequent formal investigation, the relevant Party shall inform the other Party and the Funder of the investigation and its outcome.

15.6 **Force Majeure:** A Party shall not be liable for failure to perform its obligations under this Agreement, nor be liable to any claim for compensation or damages, nor be deemed to be in breach of this Agreement, if such failure arises from an occurrence or circumstances beyond the reasonable control of that Party (excluding an obligation to make payment).

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 Funder, discuss whether continuation of the Project is viable, or whether the Project and this Agreement should be terminated.

15.7 **No assignment:** No Party will assign this Agreement without the prior written consent of the other Parties, such consent not to be unreasonably withheld, denied or delayed.

15.8 **No Partnership:** Nothing in this Agreement shall create, imply or evidence any partnership or joint venture between the Parties or the relationship between them of principal and agent.

15.9 **Third Party Rights:** Except as otherwise expressly provided for herein, the Parties confirm that nothing in this Agreement shall confer or purport to confer on any third party any benefit or any right to enforce any term of this Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999.

15.10 **Waiver:** No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.

No single or partial waiver of any right or remedy provided under this Agreement shall preclude or restrict the further exercise of that or any other right or remedy.

15.11 **Severability:** If any one or more clauses or sub-clauses of this Agreement would result in this Agreement being prohibited pursuant to any applicable law then it or they shall be deemed to be omitted. The Parties shall uphold the remainder of this Agreement, and shall negotiate an amendment which, as far as legally feasible, maintains the economic balance between the Parties.

15.12 **Notices:** Any notice or other communication given to a Party under or in connection with this Agreement shall be in writing, via email and addressed to that Party in accordance with this clause. Such notice or other communication shall be deemed to have been received on the date on which the email was sent, provided that no 'Out of Office' message is received. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

The Lead's representative for the purpose of receiving notices shall until further notice be Director, Research Strategy & Operations, 50 Shakespeare Street, Nottingham NG1 4FQ

with a copy to: Dr Amritpal Sagoo via email to amrit.sagoo@ntu.ac.uk

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

Prof. Monika Aggarwal, Director, UIAMS, PU, Sector 25, Chandigarh, monikaa@pu.ac.in

With a copy to: The Registrar, Panjab University, Sector 14, Chandigarh. registrar@pu.ac.in

- 15.13 **Dispute Resolution:** If any dispute arises out of this Agreement the Parties will first attempt to resolve the matter informally through designated senior representatives of each Party, who are not otherwise involved with the Project. 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 mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.
- 15.14 **Law:** This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 15.15 If the Parties are unable to completely resolve the dispute through negotiation or mediation in accordance with clause 15.13, the Parties agree that:
- (a) where the dispute is regarding the performance of NTU's obligations the jurisdiction shall be the courts of England and Wales; and
 - (b) where the dispute is regarding the performance of PU's obligations the jurisdiction shall be the courts of India.
- 15.16 **Entire Agreement:** This Agreement and its Schedules (which are incorporated into and made a part of this 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 Agreement.
- 15.17 **Variations:** Any variation to this Agreement shall be in writing and signed by authorised signatories for each Party.
- 15.18 **Counterparts:** This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A 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.

IN WITNESS WHEREOF this Agreement is executed as follows:

for and on behalf of **NOTTINGHAM TRENT UNIVERSITY**

Signed: _____



Name: _____

Ming Sun

Title: _____

Associate Dean for Research

Dated: _____

09/05/2024

for and on behalf of **PANJAB UNIVERSITY**

Signed: _____



Registrar

Name: _____

Panjab University

Chandigarh

Title: _____

Dated: _____

Schedule 2
Budget Details For Panjab University

Funder Name	Oxford Brookes University
Funder Reference	EWAP2036LG
Project	Documentation of the Wooden Heritage of Shimla built during the 19th century
Reference	WT 1735602
Project Lead	Amritpal S Sagoo

The Lead shall pay to PU, the funded amount detailed in the table below, subject to receipt from the Funder. All sums are inclusive of VAT and any other taxes, if applicable.

	FEC Budget	Funded Amount
DIRECTLY INCURRED COSTS		
Research Assistant	£ 5,400	£ 5,400
Assistants for fieldwork	£ 2,200	£ 2,200
Local Collaborator	£ 14,600	£ 14,600
Students	£ 3,800	£ 3,800
Video Collaborator	£ 3,800	£ 3,800
Total	£ 29,800	£ 29,800

**SCHEDULE 3
EQUIPMENT**

TYPE	MAKE-MODEL	DESCRIPTION	QUANTITY	COST(Pounds)
3D SCANNING - LIDAR	Faro - Focus S150	Terrestrial Laser Scanner w/ range of up to 150 meters	1	£32,000.00
	Faro - Battery	Additional Battery for Laser Scanner w/ 4hr life span	1	£500.00
PHOTOGRAMMETRY	Sony - A7R IV	Mirrorless camera for photogrammetry, video and panoramas	2	£5,544.00
	Sony - FE 24mm f/2.8 G	Primary lens for photogrammetry	2	£1,330.00
	Sony - FE 85mm F1.4 GM	Secondary lens for photogrammetry and photos and videos	1	£1,385.00
	Sony - NPFZ100 Battery	Additional Batteries for Camera w/ 2-3 hr life span	4	£240.00
	Neewer - NW635 TTL Flash	External Flash Unit for Camera	1	£136.00
	Gitzo - Mountaineer 3	Camera Tripod	3	£4,200.00
	RRS - BH-30 BALL HEAD	Tripod Mount.	2	£1,050.00
	Topcon - Total Station GM 55 & Software	Total Station and software	1	£5,420.00
	DJI - Phantom 4 RTK (or	RTK (Real-time kinematic positioning)	1	£5,860.00

Phantom 4 Pro)	UAV - Drone.			
DJI - Phantom 4 Battery	Drone Camera Battery system.	5		£1,090.00
DJI - Phantom 4 Low Noise Propellers	Additional Propellers for Drone	2		£70.00
RealityCapture Enterprise License (Tarasque 1.2)	Photogrammetry software	2		£35.00
Autodesk - AEC License 2022	3D Modeling Software	2		£3,840.00
PhaseOne CaptureOne 2021	Image Correction Software	2		£610.00
Faro - Scene	Laser Scanning Registration Software	2		£7,670.00
X Rite - Color Card	Color Checker Card	2		£865.00
GPC Phantom 4 RTK Case*	Protective Hard Case for Drone	1		£990.00
Sandisk 256GB Extreme PRO Micro	High Speed Storage Media for Drone	2		£120.00
Lenovo P15*	Processing Laptop Computer (Minimum Specs: Processor i9, 2.4 GHz; 64GB of RAM, 1 TB SSD, 1TB HDD, NVIDIA Graphics Card with 8GB RAM)	3		£12,000.00
FStop Backpack 50L	Modular Camera Backpack	2		£980.00
La Cie External Storage 4 TB*	External Hard Drive	4		£920.00
LaCie 1big Dock	External Hard Drive	2		£1,160.00

Thunderbolt 10TB*				
Sandisk 256GB Extreme PRO*	High Speed Storage Media for Camera	2		£250.00
Apple Ipad Air (4th Generation)*	Ipad to monitor drone flights	1		£2,150.00
Printer	For field work	1		£600.00
Computer Accessories		2		£300.00
Miscellaneous Accessories	Gaffing Tape, White boards, Writing Implements, Meter			£700.00

Schedule 1
Head Terms



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