

COLLABORATION AGREEMENT

THIS AGREEMENT dated _____ is made **BETWEEN:**

- (1) **THE OPEN UNIVERSITY** a body incorporated by Royal Charter (number RC000391), with charitable status in England and Wales, registered as a charity in Scotland (No SC038302), and with its address at Walton Hall, Milton Keynes, Buckinghamshire, MK 6AA (hereinafter “Lead Partner”);
- (2) **UIN RADEN MAS SAID SURAKARTA** whose administrative offices are at . Pandawa, Dusun IV, Pucangan, Kec. Kartasura, Kabupaten Sukoharjo, Jawa Tengah 57168, Indonesia (hereinafter “**SIIO**”);
- (3) **UNIVERSITY OF DHAKA** whose administrative offices are at Nilkhet Rd, Dhaka 1000, Bangladesh (hereinafter “**UoD**”);
- (4) **AMBEDKAR UNIVERSITY DELHI** whose administrative offices are at The _____ (hereinafter “**AUD**”);
- (5) **MONASH UNIVERSITY**, MU College, Australia, (Registration number CRICOS Provider 01857J ABN: 064 031 whose administrative offices are at Level 3, 222 Bourke Street Melbourne VIC 3000 Australia (hereinafter “**MU**”);
- (6) **BEIJING FOREIGN STUDIES UNIVERSITY** No.2 North Xisanhuan Road, Beijing, P.R. China 100089 BFSUI (hereinafter “**BFSU**”).

Each a “**Party**” and collectively “**the Parties**”.

Parties 2 to 6 are collectively referred to as the “**Collaborating Organisations**”

WHEREAS

- A. The Lead Party has been awarded a grant by the Funding Body to carry out a research project entitled “*English for the EDI generation: Predicting and tracking the role of English and digital/mobile technologies in Higher Education across East and South Asia*” (“**the Project**”) as set out in Schedule 1; and
- B. Some or all of the Collaborating Organisations were co-applicants to the Funding Body in the proposal submitted to the Funding Body for the Project; and
- C. The terms of the Grant are attached as Part 1 of the Schedule to this Agreement (the “**Prime Contract**”) and forms part of this Agreement
- D. The Lead Party wishes the Collaborating Organisations to each carry out a portion of the Project as envisaged in the proposal to the Funding Body.
- E. This Collaboration Agreement sets out the terms under which the Parties shall perform the Allocated Work.

THE PARTIES NOW HEREBY AGREE as follows:

1. DEFINITIONS

- 1.1. The following expressions shall have the following meanings in this Collaboration Agreement including its recitals, unless the context requires otherwise:

“Allocated Work”	shall mean the research allocated to each Party, as defined in the Project at Schedule 1 and Schedule 6, or as modified from time to time, with agreement from the Lead Partner;
“Background Intellectual Property”	shall mean any Intellectual Property owned or controlled by any Party prior to commencement of or developed independently from the Project, and which the owning Party contributes or uses in the course of performing the Project;
“Co-investigators”	shall be <ul style="list-style-type: none"> • Dr. Imroatus Solikhah (SiLoS), • Assoc. Prof. Mian Md.Naushaad Kabir (UoD) • Prof. Amol Padwad (AUD) • Dr. Ram Ashish Giri (MU) • Prof. Jinlan Tang (BFSU)
“Confidential Information”	shall mean all data, knowledge and information, including but not limited to any Background Intellectual Property disclosed by one Party to the others for use in the Project and identified as confidential before or at the time of disclosure;
“Data Protection Legislation”	means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction which relates to the protection of individuals with regards to the Processing of Personal Data to which a party is subject, including the DPA and the GDPR; and (b) any code of practice or guidance published by the ICO or the European Data Protection Board from time to time;
"DPA"	means the Data Protection Act 2018 and the rules and regulations made or having effect under it.
"Data Subject"	has the meaning set out in the Data Protection Legislation;
"Data Subject Request"	means an actual or purported subject access request or notice or complaint or query from a Data Subject (or a third party acting on a Data Subject's behalf) exercising their rights under the Data Protection Legislation;
"GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the

protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L119/1, 4.5.2016;

“Funding Body”	shall mean the British Council;
“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, applications for any of the above;
"ICO"	means the UK Information Commissioner's Office, or any successor body which replaces it;
“Personal Data”	Shall have the meaning given in the Data Protection Laws, meaning any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person and for the purposes of this Agreement includes personal data of a sensitive nature (“Serious Category Personal Data”);
"Personal Data Breach"	has the meaning set out in the GDPR;
“Principal Investigator”	shall be Professor Agnes Kukulska-Hulme at the Lead Party, or his/her successor as agreed by the Funding Body;
“Processing”	shall have the definition given in the Data Protection Laws, meaning means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"Processor"	has the meaning set out in the GDPR;
"Project Period"	shall be from 1 st April 2021 to 31 st October 2022 with final report submission by 31st January 2023;

- 1.2. In this Collaboration Agreement, references to Clauses and Schedules refer to Clauses and schedules of this Collaboration Agreement; and the singular form of any word includes the plural, and vice versa, as required by the context.
- 1.3. In the event of any conflict between the terms of this Collaboration Agreement and the terms of the Prime Contract, then the terms of the Prime Contract will prevail.

2. THE PROJECT

- 2.1. The Parties will each use their reasonable endeavours to collaborate on the Project as described in Schedule 1 of this Collaboration Agreement including any modifications, deletions or expansions approved in writing by all Parties, and the Funding Body as appropriate. The Parties to this Collaboration Agreement shall be bound *mutatis mutandis* by and undertake to all other Parties to comply with the terms and conditions of the Prime Contract insofar as such terms are applicable to such Parties, which therefore are deemed to form part of this Collaboration Agreement save that terms and conditions of the Prime Contract that are specific to either the Lead Party and/or other Collaborating Organisations shall apply only to those Parties.
- 2.2. The Project shall be performed by or under the direction and supervision of the Principal Investigator and Co-investigator(s). All Co-Investigators will report to and will be responsible to the Principal Investigator. The Collaborating Organisations each warrant to the other Parties that their respective Co-Investigators are their employees and any changes to any of the Co-Investigators must be agreed in writing by the Lead Party.
- 2.3. In respect of the Allocated Work, each Collaborating Organisation will provide the necessary infrastructure, materials, equipment and support staff to complete such work and to carry out that work diligently within the scope envisaged by its funding. Although each Party will use its reasonable endeavours to perform the Project, no Party undertakes that work carried out under or pursuant to this Collaboration Agreement will lead to any particular result, nor is the success of such work guaranteed.

3. PAYMENT

- 3.1. The Funding Body has undertaken to provide funding for the Project and the Lead Party shall act as recipient of the funding for the Parties. Prior to any payments being made by the Lead Party to a Collaborating Organisation in accordance with Schedule 2 of this Collaboration Agreement, all obligations regarding financial control, anti-bribery and corruption as set out in Schedule 3 must have been met by both the Lead Party and Collaborating Organisations alike. The Lead Party confirms to the other Parties that it has policies and procedures in place to ensure that it is able to conform to all applicable financial, legal and statutory requirements under this Collaboration Agreement and as required by the Funding Body. All Parties other than the Lead Party undertake to the Lead Party to comply with the requirements included in Schedule 3. The Lead Party may undertake an audit of any of the Collaborating Organizations records and statements for this purpose from time to time upon reasonable notice during the Project Period. The Lead Party confirms to the other Parties that it is subject to the same right of audit by the Funding Body, which has the right to undertake such audits from time to time.

- 3.2. In the event that the Funding Body requires the reimbursement by the Lead Party of any sums paid under this Collaboration Agreement, then to the extent that such requirement arises from the acts or omissions (e.g. breach of the Prime Contract terms and conditions) of a Collaborating Organisation (or of any person undertaking part of the Allocated Work on behalf of such Collaborating Organisation), the Collaborating Organisation hereby agrees to reimburse the Lead Party the sum so claimed back by the Funding Body together with any interest charged thereon by the Funding Body.
- 3.3. Each Party shall use all funds received under this Collaboration Agreement in such a manner as to best carry out the Project and for the avoidance of doubt shall use the funds, including the overhead budgets which shall be subject to the same levels of audit described in Clause 3.1 above, and Schedule 3, as the rest of the budget.
- 3.4. The Parties acknowledge that each is responsible for the conduct and administration of each of their funding allocations, is accountable for the use of public funds and that each must ensure that all expenditure is subject to robust controls. Each Collaborating Organisation must therefore provide full evidence of expenditure, which shall include, but not be limited to, all itemised purchase receipts, self- receipts where applicable, all invoices, and evidence of all payments to the Collaborating Organisations' staff, and any information requested by the Lead Party to enable it to comply with this Clause 3.4 and any obligations in the Prime Contract,. For the avoidance of doubt, each Party shall maintain full and accurate records of all expenditure incurred in connection with the Project.
- 3.6 The Parties acknowledge that each is responsible for the conduct and administration of each of their funding allocations, is accountable for the use of public funds and that each must ensure that all expenditure is subject to robust controls. Each Collaborating Organisation must therefore provide full evidence of expenditure, which shall include, but not be limited to,
 - 3.6.1 All itemised purchase receipts;
 - 3.6.3 All invoices and tender quotations if applicable (e.g. for equipment and consumables);
 - 3.6.4 Payslip evidence of all payments to the Collaborating Organisation's staff, evidence of University's employer on-costs;
 - 3.6.5 BACS and monthly bank statement evidence confirming funds have left the Collaborating Organisation's account.
 - 3.6.5 Evidence of hours worked by Collaborating Organisation's staff working on the Project, unless otherwise advised by the Lead Partner.
 - 3.6.7 Any information requested by the Lead Partner to enable it to comply with this Clause 3.6 and any obligations in the Contract.

For the avoidance of doubt, each Party shall maintain full and accurate records of all expenditure incurred in connection with the Project both during the Project and for a period of seven (7) years thereafter.

- 3.7 Any documentation relating to the evidence of expenditure received from a Collaborating Organisation will be held for seven (7) years and may be provided to third party auditors at the request of the Funding Body should they wish to verify our expenditure evidence.
- 3.8. Each Collaborating Organisation shall co-operate fully with the Lead Party in the undertaking of such due diligence checks as may reasonably be required by the Lead Party or the Funding Body

(“**Due Diligence Checks**”) pursuant to the terms of the Prime Contract and the Collaborating Organisation’s participation in the Project.

- 3.9. Each Party agrees that the Due Diligence Checks may be refreshed or re-undertaken by the Lead Party from time to time during the Project Period and that the Conduct Requirements may be varied, superseded or replaced or otherwise modified in any way by a decision of the Lead Party (having consulted with, and taken account of the advice of, the Funding Body).
- 3.10. Each Collaborating Party further acknowledges that prior to any funds being disbursed to it under this Collaboration Agreement by the Lead Party, all its relevant Due Diligence Checks must have been completed to the Lead Party and Funding Body’s satisfaction.
- 3.11. Each Party agrees to co-operate with the Lead Party or the Funding Body in any exercise by or on behalf of the Funding Body of any rights of inspection of records and financial procedures and in the meeting of any Conduct Requirements applicable to any Party.
- 3.12. For the avoidance of doubt, the Lead Party, shall be entitled to withhold payments for the final quarter due to the Collaborating Organisations, until after the Funding Body has made its final payment to the Lead Party.

4. PUBLICATION AND CONFIDENTIALITY PROCEDURES

Confidentiality:

- 4.1. Subject to Clauses 4.3 and 4.5, each Party will use all reasonable endeavours not to disclose to any third party or use for any purpose except as expressly permitted by this Collaboration Agreement any Confidential Information of another Party.
- 4.2. No Party shall incur any obligation under Clause 4.1 with respect to information which:
 - 4.2.1. is known to the Party receiving such Confidential Information (in this Clause 4, referred to as the “**Receiving Party**”) before the start of the Project Period, and not impressed already with any obligation of confidentiality to the Party disclosing such Confidential Information (referred to in this Clause 4 as the “**Disclosing Party**”); or
 - 4.2.2. is or becomes publicly known without the fault of the Receiving Party; or
 - 4.2.3. is obtained by the Receiving Party from a third party in circumstances where the Receiving Party has no reason to believe that there has been a breach of an obligation of confidentiality owed to the Disclosing Party; or
 - 4.2.4. is independently developed by the Receiving Party; or
 - 4.2.5. is approved for release in writing by an authorised representative of the Disclosing Party; or
 - 4.2.6. the Receiving Party is specifically required to disclose in order to fulfil an order of any Court of competent jurisdiction provided that, in the case of a disclosure under the Freedom of Information Act 2000, none of the exemptions in that Act applies to the Confidential Information.
 - 4.2.7. is required to be disclosed by law or regulation (including any requests under the Freedom of Information Act 2000 or the Freedom of Information (Scotland) Act 2002 or Environmental Information Regulations (2004) and the INSPIRE Regulations 2009

and INSPIRE Regulations (Scotland) 2009 by order of a competent authority (including any regulatory or governmental body or securities exchange), provided that the other Disclosing Party is given as much advance notice of the intended disclosure by the Receiving Party as is reasonably practicable in the circumstances and the Receiving Party consults with the Disclosing Party and gives due consideration to the Disclosing Party's comments. In the case of any Freedom of Information Act request made of a Receiving Party, the Disclosing Party undertakes to respond to the Receiving Party within 5 (five) working days after receiving notice from the Receiving Party if the notice requests assistance in determining whether or not an exemption in that Act applies.

Publications:

- 4.3. The Project will form part of the actual carrying out of a primary charitable purpose of some or all of the Parties; that is, the advancement of education through teaching and research. Accordingly, certain Parties are obliged to ensure that there must be elements of public benefit arising from the Project, and these obligations are secured through the remaining Clauses in this Clause 4.
- 4.4. The Lead will publish the Final Report (as detailed in the Prime Contract)
- 4.5. In accordance with normal academic practice, the Principal Investigator, Co-Investigators and other academic and research staff on the Project shall be permitted:
 - 4.5.1. following the procedures laid down in Clause 4.6, to publish results, jointly where applicable, obtained during the course of work undertaken as part of the Project; and
 - 4.5.2. 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.
- 4.6. Each Party will use all reasonable endeavours to submit material intended for publication to the other Parties in writing not less than 30 (thirty) days in advance of the submission for publication. The publishing Party may be required to delay submission for publication if in any other Party's opinion such delay is necessary in order for that other Party to seek patent or similar protection for material in respect of which it is entitled to seek protection, or to modify the publication in order to protect Confidential Information. A delay imposed on submission for publication as a result of a requirement made by the other Party shall not last longer than is absolutely necessary to seek the required protection; and therefore, shall not exceed 3 (three) months from the date of receipt of the material by such Party, although the publishing Party will not unreasonably refuse a request from the other Party for additional delay in the event that property rights would otherwise be lost. Notification of the requirement for delay in submission for publication must be received by the publishing Party within 30 (thirty) days after the receipt of the material by the other Party, failing which the publishing Party shall be free to assume that the other Party has no objection to the proposed publication.
- 4.7. All publications shall acknowledge the funding made available for the Project by the Funder.
- 4.8. Any publications based on the project findings must be published in non-commercial publications with an acknowledgement of the BC's support of the project, "Developed with support from the British Council".

- 4.9. No Party shall use the name or any trademark or logo of any other Party or the name of any of its staff or students in any press release or product advertising, or for any other commercial purpose, without the prior written consent of the Party(s).
- 4.10. The provisions of Clauses 4.1 and 4.2 shall survive for a period of 3 (three) years from the date of termination of this Collaboration Agreement. The provisions of Clause 4.6 shall survive for a period of 1 (one) year from the date of termination of this Collaboration Agreement

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. "Results" shall mean all information, data, know-how, results, inventions, software and other Intellectual Property arising through conduct of the Project. In accordance with the Head Terms, all Results shall be owned by the Lead
- 5.2. Each Party grants the other Parties, subject to the restrictions in clause 4, 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) solely to enable the other Parties to carry out their respective part of the Project.
- 5.3. The Lead grants the other Parties, subject to the restrictions in clause 10, a 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.
- 5.4. If the Lead requires the use of Background IP of any other Party (the "Other Party") in order to exercise its rights in the Results then, provided the Other Party is free to license the Background IP in question, the Other Party will not unreasonably refuse to grant or delay granting a licence to the Lead so that the Lead may use such Background IP for the purpose of exercising its rights in the Results.

6. DATA PROTECTION

6.1 The parties shall each process Personal Data in accordance with the terms of this Agreement and hereby incorporate the UK Standard Contractual Clauses ("IDTA") at Schedule 4. The parties acknowledge that the factual arrangement between them dictates the classification of each party in respect of the Data Protection Legislation. Notwithstanding the foregoing, the parties anticipate and agree that each party shall act as a Controller in common in respect of the Personal Data.

6.2 Controller Obligations

6.2.1 To the extent that a party acts as a Controller in respect of the Processing of Personal Data, it shall comply with the Data Protection Legislation.

6.2.2 Each party, in its capacity as Controller in respect of the Processing of Personal Data, shall:

- (a) make due notification to any relevant Regulator and shall comply at all times with the Data Protection Legislation;
- (b) implement and maintain appropriate technical and organisational security measures to comply with at least the obligations imposed on a Controller by the Security Requirements;

- (c) ensure they is not subject to any prohibition or restriction which would:
 - (i) prevent or restrict it from disclosing or transferring Personal Data to the other party, as required under this Agreement;
 - (ii) prevent or restrict it from granting the other party access to Personal Data, as required under this Agreement; or
 - (iii) prevent or restrict either party from Processing Personal Data, as envisaged under this Agreement;

6.2.3 ensure that all fair processing notices have been given (and/or, as applicable, consents obtained) and are sufficient in scope to enable each party to Process Personal Data as required in order to obtain the benefit of its rights and to fulfil its obligations under this Agreement in accordance with the Data Protection Legislation;

6.2.4 implement appropriate systems and procedures (where relevant) to ensure that all Personal Data disclosed or transferred to, or accessed by, the other party is: (i) accurate, relevant and not excessive; (ii) accurate and, where necessary, kept up to date; and (iii) not retained for longer than is necessary (in each case as required by the Data Quality Requirements), to enable the other party to Process Personal Data, as envisaged under this Agreement;

6.2.5 notify the other party promptly (and in any event within forty-eight (48) hours) following receipt of any Data Subject Request and/or Regulator Correspondence and provide all reasonable co-operation and assistance required by the other party in relation to any such Data Subject Request or Regulator Correspondence; and

6.2.6 notify the other party promptly (and in any event within twenty-four (24) hours) upon becoming aware of any actual or suspected, threatened or 'near miss' Personal Data Breach, and implement any measures necessary to restore the security of compromised Personal Data.

6.3 Processor Obligations

6.3.1 The parties acknowledge that nothing in this Agreement purports to appoint either as a Processor for and on behalf of the other in respect of the Personal Data and neither party anticipates that the other will, and neither party shall, act as the other party's Processor under any circumstances, unless that party have been expressly appointed as Processor by the other party. Such appointment shall be conditional upon that party satisfying the other party's due diligence process and agreeing with the other party, in good faith, a set of Processor obligations that comply with the Data Protection Legislation.

7. ASSIGNMENT

7.1. The Lead Party shall not assign this Collaboration Agreement without the consent of the Funding Body. No other Party will assign this Collaboration Agreement or subcontract any part of its Allocated Work without the prior written consent of the Lead Party, such consent not to be unreasonably withheld, denied or delayed.

7.2. Where the Lead Party approves a request for another Party to subcontract or assign any part of that Party's Allocated Work or other tasks or duties arising pursuant to this Collaboration Agreement, that other Party must ensure that the assignee or subcontractor (and any person to whom the assignee or subcontractor may assign or subcontract part of those tasks or duties) agrees to be bound by the provisions of this Collaboration Agreement as if it were a direct party to this Collaboration Agreement and in such fashion that the Lead Party can enforce the provisions of this Collaboration Agreement against any such assignee or subcontractor.

8. WITHDRAWAL

- 8.1. Any Party (the “Withdrawing Party”) may withdraw from the Project upon six (6) months prior written notice to the others, where it considers withdrawal justified on the grounds that no further purpose to the Project would be served by the Withdrawing Party continuing in the Project. Withdrawal by the Withdrawing Party will only take place after discussions with the other Parties. Such discussions to occur within three (3) months of submission by the Withdrawing Party of notice to withdraw, after which the Parties will confirm to the Withdrawing Party the official date of withdrawal (“Date of Withdrawal”).
- 8.2. In the event of withdrawal of a Party, the Lead University in collaboration with the other Parties will make all reasonable attempts to reallocate the obligations of the Withdrawing Party under this Collaboration Agreement to another existing Party or a new Party acceptable to the remaining Parties to this Collaboration Agreement and the Funding Body provided that such Party agrees to be bound by the terms of this Collaboration Agreement. If the reason for withdrawal is that the work allocated to the Withdrawing Party is no longer viable, the Lead University shall discuss with the Funding Body the re-allocation or reimbursement of funds in accordance with the Contract.
- 8.3 The Withdrawing Party shall not be entitled to recover any of its costs incurred in connection with the Allocated Work from the Date of Withdrawal and shall, from the Date of Withdrawal, comply with any conditions that may be imposed pursuant to Clause 9.1 which shall include (without limitation):
- 8.3.1 rights granted to the other Parties in respect of the Withdrawing Party’s Background Intellectual Property shall continue for the duration of the Project solely for the purposes of carrying out the Project, subject to the restrictions contained in this Collaboration Agreement;
 - 8.3.2 the Withdrawing Party shall grant to the Lead a non-exclusive, royalty-free licence to use the Withdrawing Party’s Results for the purposes of carrying out the Project and for the Project Period;
 - 8.3.3 all rights acquired by the Withdrawing Party to the Background Intellectual Property and Results of the other Parties shall cease immediately.

9. TERMINATION

- 9.1. A Party (the “**Terminating Party**”) may terminate its involvement in this Collaboration Agreement by giving 90 (ninety) days prior written notice to the Lead Party of its intention to terminate if another Party (the “**Party in Breach**”) commits a material breach of the terms of this Collaboration Agreement, or is persistently in breach of this Collaboration Agreement in such a manner that the Terminating Party is hindered in its ability to carry out its obligations in the Project. The notice shall include a detailed statement describing the breach by the Party in Breach. If the breach is capable of being remedied and is remedied by the Party in Breach within the 90 (ninety) day notice period, then the termination shall not take effect. If the breach is of a nature such that it can be fully remedied but not within the 90 (ninety) day notice period, then termination shall also not be effective by the Party in Breach begins to remedy the breach within that period, and then continues diligently to remedy the breach until it is remedied fully. If the breach is incapable of remedy, or is a persistent breach, then the termination shall take effect at the end of the 90 (ninety) day notice period in any event and the Terminating Party shall be treated as having been removed from this Collaboration Agreement with effect from such date. The Collaboration Agreement shall continue to bind all other Parties notwithstanding termination of the Collaboration Agreement vis-à-vis the Terminating Party.

- 9.2. All rights acquired by the Terminating Party to Background Intellectual Property and Results of the other Parties shall cease immediately.
- 9.3. The Collaborating Organisations agrees to notify the Lead Party in writing promptly if at any time their Co-Investigator is unable or unwilling to continue the direction and supervision of the relevant Allocated Work ("**Co-Investigator Replacement Notice**"). Within 60 (sixty) days after service of the Co-Investigator Replacement Notice that Party ("**Co-Investigator Replacement Party**") shall nominate a successor to replace their Co-Investigator. The Lead Party will not decline unreasonably to accept the nominated successor. If the successor is not, however, acceptable on reasonable and substantial grounds, then either:
- 9.3.1. the Co-Investigator Replacement Party will be asked to withdraw from the Project in accordance with Clause 9.2; or
- 9.3.2. this Collaboration Agreement may be terminated by the Co-Investigator Replacement Party giving 90 (ninety) days' written notice to the other Parties giving 90 (ninety) days' written notice to the Co-Investigator Replacement Parties.
- 9.4. The expiry of the Project Period or the termination of this Collaboration Agreement shall cause the termination of this Collaboration Agreement with effect from the applicable date of expiry or termination of the obligations imposed on the Parties under Clause 2, save as otherwise expressly set out in this Collaboration Agreement.
- 9.5. In addition to the implications and consequences contained in Clause 8 (Withdrawals), in the event that any Party shall commit any material breach of or default in complying with any terms or conditions of this Collaboration Agreement, Parties may decide by unanimous vote of the non-defaulting Parties to instruct the Lead Partner to serve written notice of such breach ("**Remedy Notice**") on a Party in Breach and in the event that the Party in Breach fails to remedy such breach within 90 (ninety) days after receipt of the Remedy Notice (where such breach is remediable) or immediately where the breach is not capable of being remedied, the Parties may collectively at their option and with the approval of the Funding Body, serve a further written notice ("**Termination Notice**") to remove the Party in Breach and continue with the Collaboration Agreement without the further participation of the Party in Breach or terminate all other Parties' involvement in this Collaboration Agreement by sending a Termination Notice to all other Parties. Such termination in respect of a Party in Breach shall be in addition to any other remedies which the Parties may have at law or in equity. In respect of a breach incapable of remedy, removal of the Party in Breach shall be effective as of the date of the receipt of the Termination Notice. In all cases, the provisions of Clause 8 shall apply *mutatis mutandis* to the Party in Breach from the date of termination.
- 9.6. If:
- 9.6.1. a court of competent jurisdiction:
- 9.6.1.1. makes an order for a Party's winding-up or dissolution; or
- 9.6.1.2. makes an administration order in relation to that Party; or
- 9.6.2. any Party:
- 9.6.2.1. passes a resolution for its winding-up; or

- 9.6.2.2. appoints a receiver over, or an encumbrancer takes possession of or sells an asset of, that Party; or
- 9.6.2.3. makes an arrangement or composition with its creditors generally; or
- 9.6.2.4. makes an application to a court of competent jurisdiction for protection from its creditors generally,

(and any Party subject to Clauses 9.6.1 or 9.6.2 is referred to as the “**Insolvent Party**”) the Parties (excluding the Insolvent Party) shall meet to either suspend or terminate the Insolvent Party’s involvement in the Project. Any removal of the defaulting Party shall be immediately effective as of the date of the receipt of such notice whereupon the provisions of Clause 8 shall apply *mutatis mutandis* to the Insolvent Party.

- 9.7. In the event that it is agreed by all the Parties that there are no longer valid reasons for continuing with the Project the Parties may decide by unanimous vote to terminate this Collaboration Agreement with the agreement of the Funding Body. In the event of such termination each Party shall be reimbursed for all costs properly charged in accordance with this Collaboration Agreement and incurred or committed up to the date of termination, providing that such funds have been or are able to be recovered from the Funding Body. For the avoidance of doubt, no Party shall be required to contribute to any losses suffered by another Party in circumstances where costs have not been recovered from the Funding Body.

10. LIMITATION OF LIABILITY

- 10.1 No Party makes any representation or warranty that advice or information given by any of its employees, students, agents or appointees who work on the Project, or the content or use of any materials, works or information provided in connection with the Project, will not constitute or result in infringement of third-party rights.
- 10.2 No Party accepts any responsibility for any use which may be made of any work carried out under or pursuant to this Collaboration Agreement, or of the results of the Project, nor for any reliance which may be placed on such work or results, nor for advice or information given in connection with them.
- 10.3 The Parties undertake to make no claim in connection with this Collaboration Agreement or its subject matter against any individual employees, students, agents or appointees of the other Parties (apart from claims based on fraud or wilful misconduct). This undertaking is intended to give protection to individual researchers: it does not prejudice any right which a Party might have to claim against any other Party.
- 10.4 The liability of any Party for any breach of this Collaboration Agreement, or arising in any other way out of the subject-matter of this Collaboration Agreement, will not extend to loss of business or profit, or to any indirect or consequential damages or losses.
- 10.5 In any event, the maximum liability of any Party under or otherwise in connection with this Collaboration Agreement or its subject matter shall not exceed the monies received by that Party, or if no monies are received, the equivalent monetary value of their contribution under this Collaboration Agreement as detailed in the application for the Prime Contract.
- 10.6 Nothing in this Collaboration Agreement limits or excludes either Party’s liability for:
 - 10.6.1 death or personal injury resulting from negligence; or

10.6.2 any fraud or for any sort of other liability which, by law, cannot be limited or excluded.

10.7 If any sub-Clause of this Clause 10 is held to be invalid or unenforceable under any applicable statute or rule of law then it shall be deemed to be omitted, and if as a result any Party becomes liable for loss or damage which would otherwise have been excluded then such liability shall be subject to the remaining sub-Clauses of this Clause 10.

11 NOTICES

12.1. Each Party's representative for the purpose of receiving notices shall until further notice be:

The Open University (OU)

Project Notices: Principal Investigator

Legal Notices: Signatory to this Collaboration Agreement

UIN Raden Mas Said Surakarta (SIloS)

Project Notices: Co-Investigator

Legal Notices: Signatory to this Collaboration Agreement

University of Dhaka (UoD)

Project Notices: Co-Investigator

Legal Notices: Signatory to this Collaboration Agreement

Ambedkar University Delhi (AUD)

Project Notices: Co-Investigator

Legal Notices: Signatory to this Collaboration Agreement

Monash University (MU)

Project Notices: Co-Investigator

Legal Notices: Signatory to this Collaboration Agreement

Beijing Foreign Studies University (BFSU)

Project Notices: Co-Investigator

Legal Notices: Signatory to this Collaboration Agreement

12. FORCE MAJEURE

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

12.2. If a Party affected by such an occurrence causes a delay of 3 (three) months or more, and if such delay may reasonably be anticipated to continue, then the Parties shall, in consultation with the Funding Body, discuss whether continuation of the Project is viable, or whether the Project and this Collaboration Agreement should be terminated.

13. GENERAL

- 13.1. Clause headings are inserted in this Collaboration Agreement for convenience only, and they shall not be taken into account in the interpretation of this Collaboration Agreement.
- 13.2. Save as expressly provided for in this Collaboration Agreement, nothing herein shall be deemed or construed to constitute a partnership or joint venture between the Parties, nor to constitute a Party as the agent or the legal representative of another Party for any reason whatsoever. Save as expressly provided for in this Collaboration Agreement, no Party is granted any right or authority to act for, or to incur, assume or create any obligation, responsibility or liability, express or implied, in the name of or on behalf of another Party or to bind another Party in any manner whatsoever.
- 13.3. Each Party which is undertaking research activities as part of the Project 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 Lead Partner and the Funding Body of the investigation and its outcome. Where an allegation of research misconduct arises in respect of several Parties' participation in the Project, the relevant Parties will work together to determine how the allegation will be investigated and reported.
- 13.4. No Party shall use the name or any trademark or logo of any other Party or the name of any of its staff or students in any press release or product advertising, or for any other commercial purpose, without the prior written consent of that other Party.
- 13.5. The Parties (including any employee, sub-contractor or agent of that Party, in all cases whether or not acting with the other Parties' knowledge) agree to comply with all applicable anti-corruption and anti-bribery laws and any other applicable laws in connection with their performance under this Collaboration Agreement, (including, without limitation, laws relating to import and export control, hazardous materials transportation laws, anti-money laundering laws and tax laws) as described at Schedule 3. Any failure by a Party (including any employee, sub-contractor or agent of that Party) ("**the Offending Party**") to comply with any provision of this Clause 13.5 is considered to be a material breach of this Collaboration Agreement. Any Party who is made aware of any such breach must promptly inform the Lead Party of all relevant circumstances within its knowledge. The Lead Party shall take such steps as it considers appropriate in the circumstances to investigate any reported breach and shall have the right to:
 - 13.5.1. terminate this Collaboration Agreement with respect to the Offending Party or terminate this Collaboration Agreement with respect to all Parties, in either case on the service of such period of notice in writing as the Lead Party, having discussed the matter with the Funding Body, considers reasonable in the circumstances;
 - 13.5.2. require the Offending Party to:
 - 13.5.2.1. promptly remedy specific aspects of its conduct and performance regarding its participation in the Project;
 - 13.5.2.2. promptly change or otherwise modify its procedures to take account of the Lead Party's guidance or other requirements.
- 13.6. In the event that a Party has reasonable grounds, in its own discretion, to believe that another Party may have violated any provision of Clause 14.5, the violating Party agrees to provide the other Party or Parties with reasonable access to books, records, documents, or other files relating to any such possible violation.

- 13.7. With the exception of the Funding Body (who shall be entitled to enforce any provision of this Collaboration Agreement against any Party), the Parties confirm that nothing in this Collaboration Agreement shall confer or purport to confer on any third party any benefit or any right to enforce any term of this Collaboration Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999. Notwithstanding the foregoing, the Parties may amend, vary or otherwise change the terms of this Collaboration Agreement without the consent of the Funding Body or any other person.
- 13.8. This Collaboration Agreement and its Schedules (which are incorporated into and made a part of this Collaboration Agreement) constitute the entire agreement between the Parties for the Project and no statements or representations made by any Party have been relied upon by the other in entering into this Collaboration Agreement. Any variation shall be in writing and signed by authorised signatories for each Party.
- 13.9. This Collaboration Agreement shall be governed by English Law and any dispute which may arise out of or in connection with this Collaboration Agreement shall be settled by the procedures set out in clause 13.9
- 13.10. If any dispute arises out of this Collaboration Agreement the Parties will first attempt to resolve the matter informally through designated senior representatives of each Party to the dispute, who are not otherwise involved with the Project. If the Parties are not able to resolve the dispute informally within a reasonable time not exceeding 2 (two) 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. All disputes not resolved through the above process shall be finally settled in the English courts.
- 13.11. Notwithstanding Clause 13.10 above, the Parties hereby agree and acknowledge that common law remedies may not be adequate or appropriate to remedy or compensate for a breach of certain obligations under this Collaboration Agreement and that consequently the Parties expressly contemplate and acknowledge that in the event of a breach of obligations any Party shall be entitled if it so requires in any particular case to seek injunctive relief (including, without limitation, specific performance and injunction) in addition to any other available remedy, including damages, from a Court of competent jurisdiction.
- 13.12. No delay, omission or forbearance by a Party to exercise or enforce any right, power or remedy shall operate as a waiver thereof, and any single or partial exercise or enforcement thereof shall not preclude any other or further exercise or enforcement thereof or the exercise or enforcement of any other right, power or other remedy.
- 13.13. This Collaboration Agreement may not be released, discharged, supplemented, amended, varied or modified except by an instrument in writing signed by a duly authorised representative of each of the Parties. The invalidity for any reason whatever of any provisions of this Collaboration Agreement will in no way affect the remainder of this Collaboration Agreement which will in all other respects remain valid and enforceable
- 13.14. If any one or more Clauses or sub-Clauses of this Collaboration Agreement would result in this Collaboration Agreement being prohibited pursuant to any applicable competition law then it or they shall be deemed to be omitted. The Parties shall uphold the remainder of this Collaboration Agreement, and shall negotiate an amendment which, as far as legally feasible, maintains the economic balance between the Parties.

13.15. This Collaboration Agreement may be executed in any number of counterparts and by the different Parties in different counterparts each of which when executed and delivered is an original but all such counterparts shall be deemed to constitute one and the same instrument. The Parties agree that the delivery of this Collaboration Agreement by facsimile or exchange of signatures in PDF files shall have the same force and effect as delivery of original signatures and that the Parties may use such facsimile signatures or exchange of signatures in PDF files as evidence of the execution and delivery of this Collaboration Agreement by the Parties to the same extent that an original signature could be used.

EXECUTED as an agreement:

SIGNED

For and on behalf of

THE OPEN UNIVERSITY

.....

Name:

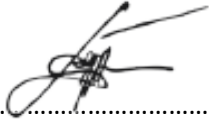
Title:

Date:

SIGNED

For and on behalf of

UIN RADEN MAS SAID SURAKARTA



.....
Name: Imroatus Solikhah

Title: Dr.

Date: 5 July 2022

SIGNED

For and on behalf of

UNIVERSITY OF DHAKA

.....

Name:

Title:

Date:

SIGNED

For and on behalf of

AMBEDKAR UNIVERSITY DELHI

.....

Name:

Title:

Date:

SIGNED

For and on behalf of

MONASH UNIVERSITY

.....

Name:

Title:

Date:

SIGNED

For and on behalf of

BEIJING FOREIGN STUDIES UNIVERSITY

.....

Name:

Title:

Date:

Schedule 1: The Project

Background/Summary

The project will assess, develop, track and evaluate a set of predicted trends concerning the impact of the growing use of mobile technologies (particularly smartphones and smart assistants) on regional and local ecologies of English language learning and assessment. The project has a focus on Higher Education/ access to HE in East and South Asia: China, Indonesia, Bangladesh and India. Central to this project is the development and validation of a methodology for tracking predictions and trends.

Tasks

The tasks for each Collaborating Organisation are as set out in the Project Proposal. The Project Schedule is set out below.

UIN Raden Mas Said Surakarta - Dr Imroatus Solikhah will:

Lead data collection, workshops, evidence cafes and project dissemination events in Indonesia.

Contribute to designing the study and data analysis methods, interpreting findings, producing a podcast, and writing blogs, policy briefs, reports and papers for publication.

Ambedkar University Delhi - Prof. Amol Padwad will:

He will lead data collection, workshops, evidence cafes and project dissemination events in India. Additionally, he will contribute to designing the study, data analysis methods, interpretation of findings, producing a pod cast and writing blog articles, policy briefs, a toolkit, and papers for publication.

University of Dhaka - Dr Mian Md. Naushaad Kabir will:

Lead data collection, workshops, evidence cafes and project dissemination events in Bangladesh. Additionally, he will contribute to designing the study and data analysis methods, interpreting findings, and producing blog articles, policy briefs, a podcast, project reports and papers for publication

Monash University - Dr Ram Ashish Giri will:

His extensive experience from his previous work will allow him to support the team at every stage of the project-from designing the study to analysing data to producing and disseminating project

Beijing Foreign Studies University - Prof. Jinlan Tang will:

Will lead data collection, workshops, evidence cafes and project dissemination events in China. Additionally, she will contribute to designing the study and data analysis methods, interpreting findings, producing a podcast and writing blogs, policy briefs, a toolkit, reports and papers for publication.

Schedule 2 – breakdown of costs from the Lead Party to the Collaborating Organisations

1. FUNDING ALLOCATION

Collaborator	FUNDING ALLOCATION
UIN Raden Mas Said Surakarta	
1st instalment On receipt of fully executed contract	£3,890.00
2nd instalment May 2024	£3,890.00
Final instalment March 2025	£1,945.00
TOTAL	£9,275.00

Lead will provide advance payment, as set out above, to the Collaborating Organisation in accordance with the terms set out below in Schedule 3 below to ensure that the budget is managed correctly

All payments shall be made in £GBP and are inclusive of any applicable local or international taxes.

Funding allocation does not include institutional overheads as per funder terms and conditions of call.

Schedule 3 - Financial control matters, Anti-Bribery and Anti-Corruption

1. Budget

- 1.1. Schedule 2 to this Collaboration Agreement comprises each of the Collaborating Organisations' budgets relating to the Project. Each Collaborating Organisation will be required to immediately inform the Lead Party of any financial issues, problems or queries that arise which are not planned for in this Collaboration Agreement or which contravene any provisions of this Collaboration Agreement (including, without limitation, the terms of the Prime Contract). If there are any risks, unresolved issues or identified problems in activity or budgets, they should be referred without delay to the Principal Investigator.
- 1.2. Funds must only be used for agreed research activities described at Schedule 1. They may not be used for any other purposes including (without limitation) construction or capital programme purposes or any other commitments which are not research or staff costs related directly to the Project.

2. Insurance requirements

- 2.1. The Lead Party has a need to ensure that activities performed in pursuance of this Collaboration Agreement are properly and appropriately insured to mitigate against unnecessary risks.
- 2.2. Each Collaborating Organisation shall effect and maintain an adequate level of insurance cover in respect of all risks that may be incurred by it in the performance of the Project.
- 2.3. When requested by the Lead Party, the Collaborating Organisation shall produce documentary evidence showing that the insurance required by this paragraph 2 has been effected and is being maintained.
- 2.4. If, for whatever reason, the Collaborating Organisation fails to effect and maintain the insurance required by this paragraph 2, and/or fails to provide evidence requested under paragraph 2.4 within the timescales stipulated by the Lead Party, the Lead Party may make alternative arrangements necessary to protect its interests and recover the costs thereof from the Collaborating Organisation.
- 2.5. The terms of any insurance or the amount of cover shall not relieve the Collaborating Organisation of any liabilities under this Collaboration Agreement. The Collaborating Organisation shall impose obligations on any subcontractors in terms substantially similar to those set out in this paragraph 2, but this shall not relieve the Collaborating Organisation of any of its obligations and liabilities under this Collaboration Agreement.

3. Compliance with terms and finance reporting

- 3.1. By agreeing to the terms of this Collaboration Agreement, each Collaborating Organisation is agreeing for itself and on behalf of all parties with whom a Collaborating Organisation has an engagement of any kind in connection with the Project (whether sub-contractors, consultants or any person, entity or body with whom a Collaborating Organisation engages) (each a "**Collaborating Organisation's Counterparty**"), to comply with the terms of the Prime Contract and the terms of this Collaboration Agreement as though it (and/or any Collaborating Organisation's Counterparties) had entered into the Prime Contract directly with Funding Body or this Collaboration Agreement directly with the Lead Party. In respect of any breach of the terms of the Prime Contract or of this Collaboration Agreement by a Collaborating Organisation

or any Collaborating Organisation's Counterparty, that Collaborating Organisation hereby agrees to indemnify (without limit in time) the Lead Party and its officers, agents and employees both for itself and on behalf of any Collaborating Organisation's Counterparties in respect of any such breach as if such breach had been caused by a Collaborating Organisation and/or the relevant Collaborating Organisation's Counterparty directly and will accordingly immediately pay to the Lead Party all costs, claims, damages, Prime Contracts and losses sustained by the Lead Party as a result of any such breach. This means, in effect, that Collaborating Organisations' will make such payment to the Lead Party as is required in order for the Lead Party to be placed in the position that it would otherwise have been in had such breach not occurred.

- 3.2. If the Lead Party or Funding Body considers any member of a Collaborating Organisation's personnel unsuitable on substantial and justifiable grounds (in the reasonable opinion of the Lead Party or Funding Body), that Collaborating Organisation shall, if so required by the Lead Party, substitute such member as quickly as reasonably practicable with a replacement acceptable to the Lead Party and Funding Body without direct or indirect charge to the Lead Party or Funding Body and that Collaborating Organisation hereby agrees to full indemnify and hold the Lead Party and Funding Body harmless against any claims of any kind that may arise with regard to the substitution of such Collaborating Organisation's personnel.
- 3.3. Each Collaborating Organisation will submit statements of expenditure (including evidence of expenditure) for Collaborating Organisations' and all divisions or subcontractors of Collaborating Organisations' (including Collaborating Organisations' Counterparties). These statements of expenditure (including evidence of expenditure) will be sent to the Principal Investigator no later than 30 days after the end of each financial period for actual expenditure incurred.
- 3.4. Collaborating Organisations' will be required to ensure all the divisions of Collaborating Organisations' and all subcontractors of Collaborating Organisations' (including Collaborating Organisations' Counterparties) submit the above documents on time for each period. If these are not submitted on time, payments from the Lead Party will be withheld until the correct reports are submitted to and accepted by the Lead Partner.

4. Activity reporting and financial matters

- 4.1. By the 30th day following the end of each quarter Collaborating Organisations' will coordinate the submission of activity reports to show actual activities against planned activities.
- 4.2. Specific dates for submission for reports will be circulated by the Lead Party; if a Collaborating Organisation fails to submit on time or not at all, then the Lead Party reserves the right to withhold the payment of future invoices to that Collaborating Organisation.
- 4.3. Statements of expenditure should be submitted at quarterly intervals within 30 days of the end of each quarter and should always cover actual expenditure. Invoices received after the deadline will not be paid until the next quarter.
- 4.4. All statements of expenditure, invoices and reports for finance and activity should be sent to the Principal Investigator. Where no expenditure has incurred during the previous period, then the relevant Collaborating Organisation shall inform the Principal Investigator accordingly, via email.
- 4.5. The Principal Investigator and Institute of Educational Technology research office should be notified of any major variation in expenditure to approved project or core budgets. The

reallocation of funds may need the approval of the Principal Investigator (before expenditure is committed). For the purposes of this paragraph, a “major variation” is deemed to be a difference between budgeted expenditure and actual expenditure of 10% or more.

- 4.6. Each Collaborating Organisation must not exceed its agreed budget. Accurate financial accounts should be maintained by each Collaborating Organisations and information and supporting documents should be made available to the Lead Party if requested for audit purposes. Any overspend above agreed budgets will be the responsibility of Collaborating Organisations. Each Collaborating Organisation agrees to return to the Lead Partner any unspent funds so these can be returned to the Funding Body. Each Collaborating Organisation also agrees that any expenditure which cannot be evidenced must be returned to the Lead Partner.
- 4.7. During the life of the Project the Lead Party can at any time request copies of a Collaborating Organisation’s expenditure records and receipts. Collaborating Organisations will be required to submit this to the Lead Party promptly upon request.
- 4.8. All budgets are prepared, reported and made in GBP sterling. Each Collaborating Organisation must take into account the fluctuation in exchange rates when planning its budgets. All non-UK Collaborating Organisations must have a policy in place for managing exchange rates (monitoring and logging the rate) which they must provide to the Lead Party. All Collaborating Organisations must inform the Lead Party of any problems that arise as a result of exchange rate fluctuations.

5. **General**

- 5.1. Each Collaborating Organisation represents and warrants that neither it, nor to the best of its knowledge any of its personnel, servants, agents or Collaborating Organisations’ Counterparties acting on its behalf, have been at any time prior to the commencement of, or will during the term of the Project, featured on the Home Office Prescribed Terrorist Organisations List.
- 5.2. Each Collaborating Organisation further represents and warrants that it will comply with all applicable laws in connection with its performance under this Collaboration Agreement (including, without limitation, laws relating to research integrity, import and export control, hazardous materials transportation laws, anti-money laundering laws, tax laws, bribery and corruption laws, equality laws and terrorism laws) and will notify the Lead Party immediately on becoming aware of any occasion of non-compliance. In addition to any other remedy contained in this Collaboration Agreement, a Collaborating Organisation’s failure to comply with any provision of this paragraph is considered to be a breach of this Collaboration Agreement and the Lead Party or Funding Body may terminate this Collaboration Agreement with immediate effect. In the event that the Lead Party or Funding Body has reasonable grounds, in its own discretion, to believe that a Collaborating Organisation may have violated any provision of this paragraph, that Collaborating Organisation agrees to provide the Lead Party or Funding Body with reasonable access to books, records, documents, or other files relating to any such possible violation. Each Collaborating Organisation further agree to comply with the requirements of paragraph 6 below on the anti-corruption policy).

6. **Anti-corruption policy**

- 6.1. The Parties are committed to ensuring that the resources, awarded by Funding Body on behalf of the UK Taxpayer, will be used only for the purposes intended. The Project policy on fraud and corruption is one of zero tolerance.

- 6.2. Fraud, money laundering, bribery and corruption against Project funds, by any Party's staff or contractors will not be tolerated because it:
 - 6.2.1. diverts vital resources from the poor;
 - 6.2.2. breaches our public service ethics and core values;
 - 6.2.3. damages our reputation for sound financial management; and
 - 6.2.4. challenges our "fitness for purpose" and our credibility in the eyes of the Funding Body, our UK stakeholders and International Organisations.
- 6.3. The UK's Fraud Act 2006 makes an offence of the following:
 - 6.3.1. false representation;
 - 6.3.2. failing to disclose information;
 - 6.3.3. abuse of position;
 - 6.3.4. obtaining services dishonestly;
 - 6.3.5. possessing, making and supplying articles for the use in fraud.
- 6.4. The UK's Bribery Act 2010 makes an offence of the following:
 - 6.4.1. offering, promising or giving an advantage;
 - 6.4.2. requesting, agreeing to receive or accepting an advantage;
 - 6.4.3. bribery of a foreign official;
 - 6.4.4. failure by an organisation to prevent a bribe being paid for and on its behalf.
- 6.5. The Funding Body expects anyone involved in Project activities to adhere to the following principals of conduct:
 - 6.5.1. Decisions must be taken solely in terms of the Project's interests. Personal relationships, friendships, family links or personal advantage must not influence decisions;
 - 6.5.2. No awards or subcontracts may be agreed by any individual, without formal authorisation by the Lead Partner;
 - 6.5.3. Value for money must always be a prime criterion in any transaction - quality and fitness for purpose are relevant considerations;
 - 6.5.4. All Project staff have a responsibility to protect the assets and integrity of the Funding Body;
 - 6.5.5. Members of staff are accountable for their part in any financial or related transactions;

- 6.5.6. Every member of staff has a responsibility to report suspected infringements of the law in the same way as they do for reporting fraudulent acts by members of staff;
 - 6.5.7. Collaborating Organisations will submit their annual audit reports to the Lead Party; and
 - 6.5.8. Collaborating Organisations will also have their own anti-corruption policies and carry out staff awareness training as appropriate.
- 6.6. Those found to have been involved in fraudulent and corrupt activity or to have been negligent in the exercise of supervisory duties will be subject to disciplinary and, where appropriate, criminal proceedings.
- 6.7. Action will also be taken to recover any funds that have been lost. Similarly, funding may be recovered, and future funding withheld from partner governments where arrangements for preventing or detecting fraud and corruption fail to improve.
- 6.8. If any Party suspects fraud, money laundering activities, bribery or corruption they must immediately report their concerns to the Principal Investigator. Neither they nor their line manager should investigate allegations without advice from the Lead Partner as this is likely to undermine any future action. All investigations of fraud, money laundering, bribery or corruption will be directed by the Principal Investigator in the first instance, mindful of legal procedures (if necessary) within the relevant country.

Schedule 4 – Data Protection

1. Each Party agrees to comply with their respective obligations under the Data Protection Laws.
2. As part of the Project, the Co-investigators will be collecting personal data including sensitive personal data from the participants. The Co-investigators shall ensure that each participant signs a Consent Form (in the form set out in Schedule 6) in advance of taking or receiving such personal data.
3. The Co-investigators shall ensure that before each participant signs such consent form that the participants have read and understood the contents of the Consent form.
4. The Co-investigators shall, comply with and maintain the terms of the Consent form.
5. The Co-investigators shall observe and abide by the provisions of Data Protection Laws in relation to all personal data and sensitive personal data held by each of them either directly or indirectly related to the performance of this Agreement.
6. In addition each Co-investigator shall be responsible for ensuring that all of its staff involved in the collection and Processing of such data, have been appropriately advised of the need to process data in such a manner in compliance with Data Protection Laws.
7. The Co-investigators shall ensure that all Personal Data is anonymised before it is sent to the Lead and before it is stored or retained or otherwise processed.
8. Each Co-investigator shall:
 - a. only Process the Personal Data for the purposes of performing its obligations under this Agreement;
 - b. implement and maintain appropriate technical and organisational security measures to safeguard against any unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data
 - c. ensure that any of its staff who have access to Personal Data have entered into appropriate contractually binding confidentiality undertakings.
 - d. at the Lead's reasonable request make, available evidence to demonstrate compliance with the requirements of the terms of this Data Protection Schedule;
 - e. at the Lead's direction, arrange for the prompt and safe return and/or secure permanent destruction of all Personal Data in its possession and, where requested by the Lead, certify that such destruction has taken place.



State Islamic Institute
of Surakarta IDTA CLS-

Consent form for participating in a research project

Project title: *English for the EDI generation: Predicting and tracking the role of English and digital/mobile technologies in Higher Education across East and South Asia*

Name of participant:

School:

Please
tick

1. I confirm that I have understood the aims of the above study and that I have had the opportunity to ask questions.
2. I understand that in the data gathered in this study, my identity will be anonymised (no work or role will be identified).
3. I understand that my participation is voluntary and that I can change my mind and withdraw at any time up to 30 May 2022.
4. I understand that all the information I provide to the research team will be just shared with the research team.
5. I understand that I can contact the research team at any time and ask to access the data they have collected from me.
6. I agree for the interview/focus group discussion to be audio recorded.
7. I agree that pseudonymised quotes from my data may be used as part of the outputs of this project (i.e., project reports, academics publications, presentations, materials produced by the research team).
8. I understand that the data generated will be kept securely in a server of the Open University (electronic format) and will be destroyed after 10 years.

9. I wish to receive a copy of the project summary report.

Email or postal address to which a summary should be sent:

.....
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Date:

Name of participant: Signature of participant:

Please return this form by email to xxx

Name of Researcher: Signature of researcher:

This research has been reviewed by, and received a favourable opinion, from the OU Human Research Ethics Committee - HREC reference number: xxx/xxx

(<http://www.open.ac.uk/research/ethics/>) (<http://www.open.ac.uk/research/ethics/>)