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Goa University
University Road
Taleigao
Goa 403206
India

27 June 2022

Dear Sir/Madam,

7101: 'INFUSE' Project – Dr Renuka Thakore

Dr. Renuka Thakore ("the UK Principal Investigator") is an academic of the University of Central Lancashire ("UCLan") who has been awarded funding from UCLan's School of Justice Pump Priming Scheme ("SoJ PPS") to deliver the project named, *Influence of sustainability education on the perception about sustainable menstrual products and contribution to Sustainable Development Goals: Evidence from India and UK* ("the Project").

This Letter of Agreement ("Agreement") sets out the terms on which it is agreed that UCLan shall provide funding to Goa University in consideration of Goa University's provision of the Consultant (as defined in Schedule 1) who will undertake the Deliverables (as defined and set out in Schedule 1 of this Agreement).

UCLan and Goa University shall be referred to as the "Parties" and each of them being a "Party").

The following terms are agreed:

1. This Agreement shall commence from 1 April 2022 and shall, subject to earlier termination, continue in force until 31 March 2023. If this Agreement is entered into after commencement of the Project, it shall apply retrospectively to any acts carried out by either Party in relation to the Project on or after the commencement date of the Project.
2. The Consultant will be responsible to the UK Principal Investigator whilst undertaking the Deliverables. The Consultant shall provide the Deliverables using due diligence, skill and care, and in accordance with the terms of this Agreement and Goa University will use all reasonable endeavours to ensure the Deliverables have been provided to UCLan.



3. In consideration of the provision of the Deliverables, UCLan shall pay £1,665.30 ("the Fee"). The Fee is inclusive of VAT (or similar tax), if applicable and UCLan shall pay the Fee to Goa University in accordance with Schedule 2.
4. UCLan will not be subject to any changes in the exchange rate operating at the time of payment of the Fee and UCLan shall not bear the cost of any bank transfer fees incurred in the payment of the Fee to Goa University.
5. Any pre-existing intellectual property provided by UCLan and used in connection with the provision of the Deliverables will remain the exclusive property of UCLan. UCLan shall grant to Goa University a non-exclusive, non-sublicensable, royalty-free licence to use such pre-existing intellectual property, for the duration of this Agreement only, solely for the performance of Goa University's obligations under this Agreement. For the avoidance of doubt, any pre-existing intellectual property provided by UCLan is provided "as is" and without any express or implied warranties, assurances, representations or undertakings.
6. All right, title and interest in any intellectual property rights arising from the Project and/or the Deliverables ("Foreground Intellectual Property") shall belong entirely to UCLan. UCLan shall grant to Goa University a non-exclusive, non-transferable, non-sub-licensable, royalty-free licence to use its Foreground Intellectual Property for academic, publications and non-commercial research purposes but not for the purposes of commercial exploitation.
7. UCLan shall be entitled to terminate this Agreement for any reason on thirty (30) days' written notice to Goa University. Any aspect of the Fee already paid to Goa University, which has not been spent or reasonably committed to the Project at the date of termination, must be returned to UCLan on a timescale to be notified to Goa University in writing.
8. To the maximum extent permitted by law, all conditions and warranties on the part of UCLan, which would otherwise be implied by statute, regulation or common law into this Agreement, are excluded.
9. To the maximum extent permitted by law, UCLan's entire liability to Goa University under or in connection with this Agreement will be limited to the total value of the Fee in the aggregate. Neither Party will be liable to the other for any indirect, special or consequential losses or damages suffered by the other, howsoever caused, under or in connection with this Agreement.
10. For the purposes of the Contracts (Rights of Third Parties) Act 1999, this Agreement is not intended to, and does not, give any third party any right to enforce any of its provisions.
11. Nothing in this Agreement shall create, or be deemed to create, a partnership between the Parties.
12. This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all and any previous agreements between them relating to its subject matter. Each Party acknowledges that in entering into this Agreement it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty that is not set out in this Agreement, provided that nothing in this clause shall limit or exclude any liability for fraud.



- 13. No variation or amendment to this Agreement shall be effective unless it is made in writing and has been signed by both Parties.
- 14. This Agreement shall be governed by and construed in accordance with English law. Both Parties submit to the exclusive jurisdiction of the English Courts.

Please sign, date and return a copy of this Agreement to confirm acceptance of the terms set out above.

Signed for and on behalf of
University of Central Lancashire
 Name: Shaun Mills
 Position: Deputy Head of School of Justice
 Date: 24/07/22

Signed by **REGISTRAR**
GOA UNIVERSITY
TALEIGAO GO
Goa University 403208
 Name: Prof. V. S. Nadkarni
 Position: Registrar
 Date: 12/07/2022



Schedule 1

Deliverables

Goa University shall provide the Consultant, Ms. Sulochana Suresh Pednekar, Assistant Professor at Goa University, to undertake the Deliverables set out below:

	Deliverable
1.	Provide expertise in the designing and implementation of the pre and post survey questionnaires.
2.	Coordinate with other collaborators, organize, and deliver awareness sessions on menstrual products post-baseline survey.
3.	Provide support in the analysis of the data collected through pre and post survey.
4.	Contribute and write the research article for publication based on the data analysis.



Schedule 2

Payment Schedule

- 1.1 Goa University shall invoice UCLan for the Fee upon signature of this Agreement and shall ensure that all invoices are addressed to RThakore1@uclan.ac.uk.
- 1.2 UCLan shall use its reasonable endeavours to pay all valid invoices for the Fee within 30 days of receipt.
- 1.3 For the avoidance of doubt, the Fee shall be payable to Goa University in pound sterling and the payment of any amounts under this Agreement to Goa University is subject to UCLan's receipt of the funding from the SoJ PPS.