



Collaboration Agreement

This Collaboration Agreement dated _____ (hereinafter referred to as the “Agreement”) is made between:

- 1) **London School of Hygiene & Tropical Medicine** whose administrative offices are located at Keppel Street, London WC1E 7HT, United Kingdom, an exempt charity within the meaning of Schedule 3 of the Charities Act 2011 (“LSHTM”);

AND

- 2) **Consejo Nacional Para la Atención de las Personas con Discapacidad** (“Collaborator”); whose administrative offices are on First Avenue 4-18 Zone 1, Guatemala, a Governmental advisory institution, coordinator and promotor of public policies on disability under the Guatemala Services for Persons with Disabilities Act and its regulation decree 135-96 (“Conadi”).

together known as the ‘Parties’ or individually as the ‘Party’ as the context indicates.

WHEREAS:

- LSHTM was awarded a grant by CBM under the Prime Contract, agreed between LSHTM and CBM on 11th December 2015, for the purpose of LSHTM to conduct a study entitled, “*A representative national survey of disability in Guatemala with nested case-control*” (the “Study”);
- The Collaborator is supporting the Study by co-funding the specific support activities (“Work”) which Collaborator will undertake in the Study which includes providing in-country logistics and fieldwork support to LSHTM;
- The Collaborator has represented that it has the resources and desire to carry out the Work required to support LSHTM;
- Therefore the purpose of this Agreement is to set forth the understanding between the Parties to collaborate in the performance of the Study.

IT IS THEREFORE AGREED AS FOLLOWS:

1 Interpretation

1.1 “**Agreement**” as defined hereinabove.

1.2 “**Anonymized Data**” shall mean the anonymised, non-identified and non-identifiable Personal Data (as defined in clause 8.2) contained in any data, findings, results or other information generated or created in the course of the Work.

- 1.3 “**Arising IPRs**” means intellectual property rights, being those legal rights associated with intellectual property, for example, but not limited to, patents, copyright, design rights, know-how and database rights, other than Background Intellectual Property, arising from the Work or generated or created in the course of the Work.
- 1.4 “**Background IPRs**” means any inventions, designs, information, know-how, specifications, formulae, data, processes, methods, techniques, and other technology, owned or controlled by any Party prior to commencement of or independently from the Study or the Work other than Arising IPRs, used in, or disclosed in connection with the performance of the Study or the Work and the IPRs therein.
- 1.5 “**Collaborator**” as defined hereinabove.
- 1.6 “**Collaborator Investigator**” means the person(s) designated by the Collaborator to undertake the direction and supervision of the Work which shall be Rafael Cañas
- 1.7 “**Collaborator Personnel**” shall mean the Collaborator Investigator and any other of Collaborator’s employees who shall perform any part of the Work.
- 1.8 “**Duration**” as defined in Clause 4.
- 1.9 “**Funder**” as defined hereinabove.
- 1.10 “**IPRs**” “**Intellectual Property Rights**” means any and all rights in inventions, discoveries, materials, technologies, products, data, algorithms, software, know-how, patents, databases, copyright, trademarks, design rights, applications for any of the foregoing, moral rights, and any other intellectual property rights whether or not registered or capable of registration and whether or not subsisting in the UK or in any other part of the world.
- 1.11 “**LSHTM**” as defined hereinabove.
- 1.12 “**Party**” as defined hereinabove.
- 1.13 “**Principal Investigator**” means the person(s) designated by LSHTM to undertake the overall direction and supervision of the Study which shall be Dr. Sarah Polack.
- 1.14 “**Prime Contract**” means the agreement signed between LSHTM and CBM attached at Annex B.
- 1.15 “**Study**” as defined herein above.
- 1.16 “**Study Participants**” means any person recruited to participate in the Work.
- 1.17 “**Terms of Reference**” means the particulars of the Work for the Study set out at Annex A.
- 1.18 “**Work**” means the research work to be carried out by the Collaborator under the terms of this Agreement.

2 Performance of the Work

- 2.1 Collaborator hereby agrees to be bound by all the terms of the Prime Contract which do not apply exclusively to LSHTM, and as further defined and agreed herein, in order that LSHTM may fulfil its obligations to CBM under the Prime Contract. In the event that any conflict arises between the terms of this Agreement and those of the Prime Contract, the terms of the Prime Contract shall prevail.
- 2.2 The Collaborator warrants that the Collaborator Investigator holds the necessary registration and has the necessary expertise to perform the Work in accordance with the Terms of Reference attached at Annex A.
- 2.3 The Collaborator agrees to undertake the Work under this Agreement in accordance with:
 - (a) the Terms of Reference attached at Annex A;
 - (b) the terms and conditions of the approval of the relevant Ethics Committee(s);
 - (c) all relevant laws, regulations and codes of practice applicable to the country or countries in which the Collaborator will perform any part of the Study.
- 2.4 Prior to commencing any part of the Work the Collaborator warrants that it shall:
 - (a) obtain and maintain all applicable approvals required from the relevant local IRB/EC (Institutional Review Board/Ethics Committee) for the conduct of the Work including approval of the Work protocol and any amendments thereto, the informed consent form (herein after the "Informed Consent Form") and any other relevant documents in connection with the Work;
 - (b) inform each Study Participant of the nature of the Work and obtain each Study Participant's, or their legal representative's, informed consent (whether written signed consent or witnessed oral informed consent) to participate in the Work including that the Informed Consent Form includes, as a minimum, transfer of Anonymised Data to third parties for the purposes of conducting the Work;
 - (c) secure all other required authorization formalities in accordance with the laws and regulations applicable in the country or countries where the Collaborator will conduct any part of the Work.
- 2.5 In its performance of its obligations under clause 2.4(a), Collaborator agrees that it will not consent to any change in the Work protocol requested by any relevant local IRB/EC (Institutional Review Board/Ethics Committee) without the prior written consent of LSHTM, and, and shall immediately notify LSHTM of any interruption or changes to the approval(s) from such IRB/EC.
- 2.6 If requested by LSHTM, Collaborator shall provide LSHTM with copies of the letter of approval from each IRB/EC, any relevant communication with any IRB/EC concerning any information which may affect the conduct of the Work, a copy of

any Study Participant's Informed Consent Form and other relevant documentation concerning the conduct of the Work.

2.7 The Collaborator procures that it shall not:

- (a) carry out any Work involving direct or indirect contact with Study Participants until it has secured all relevant local IRB/EC (Institutional Review Board/Ethics Committee) approvals as set out in clause 2.4(a);
- (b) spend any funds as provided in this Agreement to enroll the Study Participants until the relevant local IRB/EC (Institutional Review Board/Ethics Committee) approvals are obtained.

2.8 The Collaborator shall provide LSHTM with progress reports and any additional information as may be necessary to meet reporting requirements of CBM as described in Section 4.

2.9 In accordance with the Prime Contract, if CBM considers any member of the Collaborator's Personnel unsuitable, the Collaborator shall substitute such member as quickly as reasonably possible with a replacement who is acceptable to CBM. The Collaborator will indemnify LSHTM against any and all direct and indirect costs associated with any replacement of any member of Collaborator's Personnel pursuant to this clause 2.9.

2.10 The Parties agree that either Party may suspend Work under this Agreement with immediate effect if either Party receives notification from any competent legal or regulatory body, including from any relevant local IRB/EC (Institutional Review Board/Ethics Committee), that any of the required approvals for the Study have been suspended, revoked or terminated whereupon this Agreement will be terminated in accordance with Section 11.

3 Duration

This Agreement shall remain in effect for the duration of the Study which shall be performed for a period of twelve (12) months from the period 1st January 2016 to 31st December 2016.

4 Payment & Financial Reporting

4.1 The Collaborator has represented that it will cover all costs involved in the performance of the Work using funds secured separately to the arrangements agreed herein and that neither LSHTM nor CBM is obligated to transfer any funds to the Collaborator in consideration of the Work to be provided. The Parties therefore agree that no funding or payment shall be exchanged between them and that the Collaborator shall complete the work free-of-charge to LSHTM.

4.2 The Collaborator shall keep accurate and systematic accounting records in respect of all of its expenses incurred in the performance of the Work. The records shall be sufficient to show and explain all financial transactions and to disclose with reasonable accuracy at any time the financial position of the Work for the Study to either LSHTM or CBM upon reasonable request. The records shall contain entries from day to day, of all sums of money received and expended and the reasons for

such receipt and expenditure. Such records will be kept for seven years and will be made available within a reasonable time frame to Funder and/or LSHTM or their nominated auditors.

5 Insurance & Indemnity

- 5.1 Throughout the Duration each Party is responsible for maintaining, at its own expense Public Liability and Professional Negligence insurance, or an alternative financial policy providing similar terms and conditions as it deems appropriate to protect its liabilities and contractual obligations for its own part of the Study and/or Work as appropriate. Each Party, if requested to do so, must be able to demonstrate such insurance at the effective date of this Agreement.
- 5.2 Neither Party shall be liable to the other for any indirect or consequential losses, or any loss of business or profits, arising out of or in connection with this Agreement.
- 5.3 Without prejudice to any Party's right to take any action against the other, neither Party will bring an action against the employees, students, agents, or appointees of the other except in relation to fraud, negligence or wilful misconduct.
- 5.4 The Collaborator shall indemnify, hold harmless and keep LSHTM and its employees, students, agents and consultants indemnified against all claims, proceedings, losses, damages, costs or expenses (including reasonable legal costs) which result from Collaborator's or Collaborator's employees, agents and consultant's negligence, willful misconduct or breach of statutory duty of any of its obligations under this Agreement, save to the extent that such claims, proceedings, losses, damages, costs or expenses result from LSHTM's or its employees, students, agents or consultant's wrongful acts, omissions, malpractice, willful misconduct, negligence or breach of any statutory duty of any of its obligations under this Agreement.
- 5.5 With the exception of death or personal injury liabilities, the liability of either Party to the other shall not exceed the maximum amounts payable to Collaborator by LSHTM under this Agreement.
- 5.6 Each Party to this Agreement shall be liable for the actions or inactions of its own employees, students, agents or appointees who contribute to the Work.

6 Warranties & Representations

- 6.1 Neither Party accepts any responsibility for any use which may be made by the other Party of any Arising IPRs, nor for any reliance which may be placed by that other Party on any Arising IPRs, nor for advice or information given in connection with any Arising IPRs.
- 6.2 The Collaborator hereby warrants that neither the Collaborator nor any of the Collaborator's employees, agents, consultants, subcontractors or third parties who contribute to any part of the Work advocate, plan, sponsor, engages in, or has engaged in any terrorist related activity or offence, and, that neither the Collaborator nor any of the Collaborator's employees, agents, consultants, subcontractors or third parties who will contribute to any part of the Work is involved in or advocates terrorist activities or is engaged in any terrorist related activities. If the Collaborator becomes aware of any of the circumstances prohibited by this Clause 6.2,

particularly that Collaborator is providing material support to any person advocating, planning, sponsoring or engaging in any terrorist related activity, then Collaborator will immediately cease providing any material or other support to such person and shall immediately notify LSHTM of the occurrence of such circumstances.

7 Intellectual Property

- 7.1 Nothing in this Agreement shall affect the ownership of IPRs existing prior to this Agreement or generated outside the Study which one Party agrees to make available to the other during this Agreement. If one Party makes any of its Background IPRs available to the other Party during this Agreement, the Party receiving such Background IPRs shall treat it as confidential information disclosed under Clause 9 below, and shall not disclose it to a third party nor use it for any purposes other than that for which it was made available to that Party. Each Party hereby agrees to make any Background IPRs which is relevant to the Work available, to the extent that it is free to do so, to the other solely for the purposes of undertaking the Work and the Study.
- 7.2 Subject to written agreement to the contrary, any Arising IPRs generated under the terms of this Agreement shall vest solely and exclusively with LSHTM. LSHTM shall grant to the Collaborator a royalty-free non-exclusive licence to use the Arising IPRs for internal non-commercial academic teaching and research purposes only.

8 Confidentiality, Medical Confidentiality and Freedom of information

- 8.1 Each Party agrees to keep confidential all information obtained from the other Party pursuant to this Agreement and to respect the other's proprietary right in such material and to disclose the same only to its professional advisors and those employees, officers, agents and representatives pursuant to this Agreement (if any) to whom and to the extent that such disclosure is reasonably necessary for the purpose of this Agreement (and which employees, officers, agents and representatives shall be made aware of and required to acknowledge these confidentiality arrangements in writing). The obligation of confidentiality shall not apply when such confidential information:
- is known to the Party making the disclosure before its receipt from the other Party, and not already subject to any obligation of confidentiality to the other Party;
 - is or becomes publicly known without any breach of this Agreement or any other undertaking to keep it confidential;
 - has been obtained by the party making the disclosure from a third party in circumstances where the Party making the disclosure has no reason to believe that there has been a breach of an obligation of confidentiality owed to the other Party;
 - has been independently developed by the Party making the disclosure;
 - is disclosed pursuant to the requirement of any law or regulation or the order of any Court of competent jurisdiction, and the Party required to make that

disclosure has informed the other, within a reasonable time after being required to make the disclosure, of the requirement to disclose and the information required to be disclosed; or

- is approved for release in writing by an authorised representative of the other Party.

8.2 The Collaborator agrees that in the performance of the Work it will comply with all applicable data protection, security and privacy laws and rules and regulations governing the collection, production, use, processing, storage, transfer, deletion, and/or disclosure of any information relating to Study Participants including without limitation Study Participants' name, age, date of birth, gender, nationality, address and any information relating to Study Participants as persons (hereinafter "Personal Data"). The Collaborator shall:

- (a) take all necessary precautions to protect and maintain the confidentiality of all Personal Data including implementing appropriate measures to prevent accidental or unauthorized destruction, loss, disclosure or processing of the Personal Data;
- (b) adhere to the principles of medical confidentiality in relation to Study Participants;
- (c) only collect and process any Personal Data where there is a need to do so in order to perform the Work;
- (d) not disclose or transfer any Personal Data to any third party without the prior written consent of the Study Participants except as specifically required by any applicable law, regulation or governmental authority.

8.3 Each Party acknowledges that the other Party may be subject to local and national freedom of information laws including, without limitation, in the case of LSHTM, FOIA ("Freedom of Information Act 2000 Legislation") as may be amended, updated or replaced from time to time.

9 Publication, use of name and logo

9.1 The Collaborator does not have any rights to publish data or any other information that arises from the Work, unless otherwise agreed in writing by both Parties.

9.2 For the avoidance of doubt, no Background IPRs, Arising IPRs or any other confidential information belonging to either Party may be published or otherwise made publicly available without the express written permission of the Party to whom such Background IPRs, Arising IPRs or other confidential information belongs.

9.3 Neither Party shall use the other's name or logo in any press release, product, product advertising, promotion, website or publication or for any other promotional purpose, without first obtaining the other Party's written consent.

10 Default

- 10.1 In the event any Party anticipates a situation leading to default of the Agreement, that Party shall immediately advise the other party of the impending situation and the Parties shall make all reasonable attempts to rectify the matter.
- 10.2 Should Clause 10.1 fail and a Party defaults the other Party shall give written notice to the defaulting Party giving thirty (30) days from date of notice within which to correct such default. If at the end of this period such default is not corrected the Agreement shall be terminated and the terms of clause 9 shall apply.

11 Termination

- 11.1 This Agreement will remain in effect until its expiry or termination according to the provisions of this clause.
- 11.2 A Party in breach, or anticipating that it shall be in breach of this Agreement shall promptly notify the other Party of such fact in writing. Alternatively, if one Party sees that the other is in breach it should notify that other Party in writing immediately. The Party in breach shall use its best endeavours to rectify the breach within one (1) month from the date of such notification. Where such rectification is not possible, the non-breaching Party may terminate this Agreement immediately.
- 11.3 If the Collaborator becomes insolvent, or if an order is made or a resolution is passed for its winding up, or if an administrator, administrative receiver or receiver is appointed over the whole or any part of its assets, or if it makes any arrangement with its creditors, then this Agreement shall terminate immediately.
- 11.4 Where this Agreement is terminated before the conclusion of the Work, then LSHTM shall have the right to require the Collaborator to furnish all information collected to date and a report of the Work completed prior to the date of termination.
- 11.5 Termination of this Agreement shall not affect rights or causes of action which have accrued to either Party prior to such termination.
- 11.6 The following clauses shall survive termination of this Agreement: 6, 7, 8, 9, 10 and 11.

12 Anti-Bribery Measures

- 12.1 The Parties to this Agreement represent, warrant and covenant that they shall not and shall procure none of their directors, employees, agents, academic supervisor or students to (a) give or receive any commission, fee, rebate, gift or entertainment of significant cost or value in connection with any matter within the scope or arising under the terms of this Agreement; or (b) subject to the terms of this Agreement, enter into any business arrangement with any director, employee, agent or any affiliate of the other Party other than as a representative of the other Party without the prior written agreement thereto of the other Party; or (c) make any payment or give anything of value to any official of any government or public international organisation, including any officer or employee of any government department, agency, or instrumentality to influence that entity or person's decision, or to gain any other advantage for the other Party in connection with this Agreement.

12.2 The Parties represent, warrant and covenant that if either Party at any time becomes aware of the occurrence of any of the prohibited circumstances set out in Clause 12.1, such Party will notify the other Party immediately in writing and will promptly take all such steps as may be necessary and/or requested by the other Party to ensure minimum adverse effect on this Agreement.

12.3 In the event of a breach of the provisions of Clause 12.1 by either Party, the breaching Party shall immediately take such action as is necessary to remedy the breach. Without prejudice to any other express remedies referred to elsewhere in this Agreement or any rights or remedies available at law or in equity, the Parties shall have the right to take whatever action they deem appropriate including the right to terminate this Agreement with immediate effect if, acting reasonably, it deems such termination necessary to avoid damage to its reputation or to avoid criminal or other sanctions by the relevant authorities and shall not be liable to pay any compensation to the breaching Party for any loss or damage howsoever arising as a result of the termination under this clause.

13 Miscellaneous

13.1 Whole Agreement

This document constitutes the entire Agreement between the Parties and supersedes all previous communications, whether written or oral, in relation to the services to be undertaken in accordance with this Agreement.

13.2 Assignment

Neither this Agreement, nor any right or interest under it, may be assigned or transferred by either Party without the prior written consent of the other Party.

13.3 Status of the Parties

Nothing in this Agreement creates, implies or evidences any partnership or joint venture between the parties, or the relationship between them of principal and agent. Neither party has any authority to make any representation or commitment, or to incur any liability, on behalf of the other.

13.4 Force Majeure

Neither Party to this Agreement shall be liable for failure to perform any duty or obligation that said party may have under this Agreement where such failure has been occasioned by any act of God, fire, strike, accident, war or any cause outside the reasonable control of the Party who had the duty to perform. The Parties shall agree a time limit in the event that the adverse conditions persists and if no remedy can be reasonably found, the Agreement may be terminated in writing.

13.5 Rights of Third Parties

The Parties to this Agreement do not intend that any term of this Agreement should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party to this Agreement.

13.6 Waiver

Failure by either Party to enforce, at any time or for any period, any one or more of the terms or conditions of the Agreement shall not be taken to constitute a waiver by them of any of their rights under this Agreement to subsequently enforce the terms and conditions of this Agreement.

13.7 Invalidity

If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the other provisions of this Agreement and the remainder of the affected provision shall continue to be valid.

13.8 Amendments

This Agreement shall not be amended without the mutual written agreement of the Parties.

13.9 Execution

Each Party shall from time to time do all such acts and execute all such documents as may be reasonably necessary in order to give effect to the provisions of this Agreement.

13.10 Notices

Any notices required to be given under this Agreement shall be in writing to the following:

For LSHTM:
Michael Robinson
Research Operations Manager
Research Operations Office
London School of Hygiene & Tropical
Medicine
Keppel Street, London WC1E 7HT
United Kingdom

Tel: 020 7927 2509
Email: Michael.Robinson@lshtm.ac.uk

For the Collaborator:
Sebastián Toledo Sebastián
Managing Director
CONADI
1 av. 4-18 zona 1, Guatemala, Guatemala

Tel: 25016800
Email: guatemalaparatodos@gmail.com,
jdconadi@gmail.com

13.11 Disputes

The Parties will use their best endeavours to mutually resolve in good faith any disputes, differences or claims arising under the Agreement. In the event that the Parties are unable to reach such mutual agreement, the matter will be forwarded to an Alternative Dispute Resolution ('ADR') as recommended to the Parties by the Centre for Dispute Resolution. The decision reached through ADR shall be binding on both Parties.

13.12 Governing Law

This Agreement shall be governed and construed in accordance with the laws of England and both Parties hereby submit themselves to the exclusive jurisdiction of the English courts.

14.13 Survivorship

If any clause of this Agreement is found to be illegal or unenforceable then that clause shall be deleted and the remaining clauses shall remain in full force and effect.

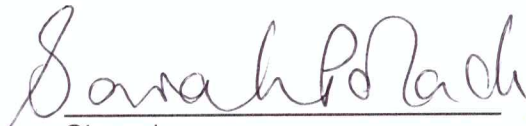
ATTACHMENTS:

Annex A: Terms of Reference (Including any Technical/Scientific reporting)
Annex B: Prime Contract

AGREED BY THE PARTIES BY THEIR AUTHORISED REPRESENTATIVES:

For and on behalf of LSHTM:


For and on behalf of CONADI:


Signed

SARAH POLACK
Print Name

SENIOR LECTURER IN EPIDEMIOLOGY
Title

15/06/2016
Date

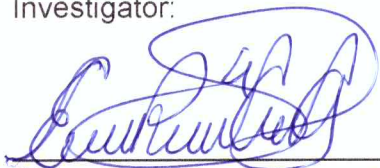

Signed

Sebastian Toledo
Print Name

Director General
Title

15/06/2016
Date

Read and understood by Collaborator
Investigator:


Signed

Rafael Casas
Print Name

Jefe Participación Ciudadana.
Title

15/06/2016
Date

Annex A: Terms of Reference (Including any Technical/Scientific reporting)

Responsibilities of LSHTM to Conadi:

LSHTM, funded by CBM, will provide comprehensive technical support to Conadi to complete the Guatemala National Disability Survey 2016.

This includes:

- Securement of LSHTM Ethical Approval for the survey
- With input from Conadi, develop and pilot test a mobile data collection tool to complete the Guatemala National Disability Survey
- With input from Conadi, develop a training package for survey field teams
- Together with Conadi, deliver survey training to field teams
- Provide the following in-country support:
 - Preliminary visit early 2016
 - Preparation for field work visit first quarter 2016
 - Provision of field team training and supervision of pilot-testing and field work second – third quarter 2016
 - Dissemination visit last quarter 2016
- With input from Conadi, develop analysis framework and complete analysis of survey data
- With input from Conadi, write a full research report, summary report and a minimum of two academic publications in English with Spanish translation
- Adhere to agreed project timeline (see next page)

Responsibilities of Conadi to LSHTM:

- Securement of in-country Guatemala Ethical Approval for the survey
- Full procurement, organisation and financial support of the Survey fieldwork to the sum of Q.730,500.00 in full as follows:

Budget for National Disability Survey in Guatemala		
Found of: Consejo Nacional Para la Atención de las Personas con Discapacidad -CONADI-		
		CONADI
Costs of personal	Project manager (8 months)	Q96,000.00
	Field Supervisor (5 months)	Q40,000.00
	12 interviewers (5 months)	Q420,000.00
Field Costs	Rent of vehicles	Q80,900.00
	Vests and tshirts	Q6,900.00
	Logos for vehicles	Q600.00
	Fuel	Q40,000.00
	Cellphone and communication	Q12,000.00
	Internet service	Q34,100.00
Total		Q730,500.00

- With LSHTM support, identify appropriate stakeholders, establish a project steering group and organise two steering group meetings as follows:
 - Meeting 1 (prior to survey): Introduce survey and receive feedback on protocols and tools

- Meet 2 (after completion of survey and data analysis): Present survey findings and receive feedback on this prior to preparing and disseminating final reports

 - With LSHTM technical support, recruit all field and supervision team members as above for the duration specified in the work plan (see next page)
 - With LSHTM technical support, develop data collection schedule
 - With LSHTM technical support, coordinate all fieldwork activities and logistics
 - With LSHTM technical support, organise and hold a Research Methods in Disability workshop with USAC
 -
 - Together with LSHTM project team deliver survey training to field teams
 - Ensure security of all project data through:
 - password protecting and securely storing all data collection tablets
 - deleting all data from data collection tablets on completion of study
 - securely storing all paper forms in lockable cabinets for a duration of 5 years
 - Adhere to agreed project timeline (see next page)
 - Provision of timely updates and reports to LSHTM on progress towards tasks
- Provision of input to all LSHTM responsibilities as above

Annex B: Prime Contract

(attached as separate pdf)