

Agreement to handle transfer within a research collaboration

VR Dnr 2018-03772

Title: Parkland NPP now and in the future – Distinguishing parkland net primary production in Sudano-Sahel using in situ measurements and high resolution remote sensing for scenario building (hereinafter referred to as the “Project”)

University of Gothenburg (UGOT)

Gothenburg centre for sustainable development (GMV)
Box 170
S-405 30 Gothenburg
Sweden
VAT No SE202100-315301

and

Université de Ouagadougou (UO)

Att: Joseph Ki-Zerbo
03 BP 7021, Ouagadougou
Burkina Faso (UJKZ)

Hereinafter referred to as a Party or together as the Parties.

§ 1 Background and purpose

The Project is funded by the Swedish Research Council (SRC) according to Decision nr. 2018-03722. The grant is subject to the SRC's general terms and conditions for grants to research or research-supporting activities (General Terms). The General Terms are included as Exhibit 1 and the General Terms are incorporated and shall apply mutatis mutandis in all relevant aspects between the Parties. In case of a conflict between a condition in this Agreement and the General Terms, the General Terms shall prevail.

UO shall carry out certain research activities according to the Project Plan, which is included as Exhibit 2.

This agreement is set up to handle transfer of project funds for Dr Hugues Roméo Bazié's (project participant) indemnity of gestion, the salary for a technician/field worker and associated field costs from Sweden to Burkina Faso in accordance with

the Project Plan.

§ 2 Term and termination

This Agreement is valid from the day of signature by both Parties and shall continue in force until the final report of the Project to SRC has been approved by SRC, when it terminates automatically.

This Agreement can be terminated according to the stipulation in Section 4 of the General Terms. If the grant with SRC is terminated prematurely, this Agreement shall terminate automatically upon the termination of the grant.

Section 5, 6 and 9 shall survive the termination of this Agreement.

§ 3 Annual distribution of funds to Université de Ouagadougou (Swedish kr SEK)

	2020	2021	2022	Total
Hugues Bazié	84904	87451	90075	262430
Technician	140000	140000	140000	420000
Field costs	100000	100000	100000	300000
Total	324904	327451	330075	982430

The funds will be distributed according to the budget above to UO from UGOT after receiving a requisition to every year; Dec 2019, Dec 2020 and Dec 2021.

The requisition can be sent by email to madelene.ostwald@chalmers.se

The requisition must include complete bank information to the Université de Ouagadougou and be addressed to:

University of Gothenburg
GMV
Box 115
S-405 30 Gothenburg
Sweden

Reference: 9006BOSTWM

§ 4 General obligations of UO

UO shall ensure that the relevant employees carry out the obligations according to the Project Plan and the General Terms and is responsible to make necessary resources available for this purpose. UO shall not substitute or remove any personnel from the assignment without UGOT's prior written approval.

UO shall, in a timely manner, provide UGOT with all information and reports, related to the Project, necessary for UGOT to fulfil its obligations in relation to SRC according to the General Terms.

The reimbursements to UO may only be used for the specific purposes set out in the Project Plan.

Should SRC not admit payment to UGOT of an amount relating to the reimbursement according to Section 2 or require repayment related to such reimbursement according to the General Terms, UO shall repay such amount to UGOT within 30 days from UGOT's written notice hereof to UO.

§ 5 Financial reporting

UO shall provide UGOT with a detailed financial report for each year. 31 January 2021, 31 January 2022 and 31 January 2023. The financial report should look as the table below.

Direct costs

Salaries, including social fees	
Running costs	
Equipment costs	
Premises costs	
Other costs	

Indirect costs

Indirect costs	
----------------	--

Total funds used

Total funds used	
------------------	--

Unspent funds	
Funds to repay	

The financial report shall include information according to UGOT's reasonable instructions and the conditions specified in the General Terms. UO shall provide all necessary additional information and assistance to UGOT needed in order to verify and identify eligible costs in UO:s books and to verify that UO:s reported costs are reasonable and that UO has applied responsible and acceptable principles for its book-keeping and financials.

UGOT may request additional reports on the progress of the work during the term and UO shall provide such reports within 30 days from a written notice from UGOT.

UGOT, SRC and/or The Swedish National Audit Office is entitled to conduct audits, with assistance from an external, independent and qualified auditor, with respect to all payments from UGOT to UO under this Agreement, financial reports and UO's performance according to this Agreement.

§ 6 Repayment

In any case, of UO having received excess payments, UO has to return the relevant amount to UGOT without undue delay.

§ 7 Results and publication

The Parties agree and acknowledge that all rights, title and interest in and to Results will be owned by the Party (and/or or research personnel of a Party) who generated the Results. Results which are generated by both Parties and where respective Party's share cannot be separated, shall be jointly owned by the generating Parties in proportions relative to each Party's financial, technical and intellectual contribution. "Results" shall mean all information, knowledge and intellectual property rights generated from the execution of the Project. The Parties have a perpetual, free-of-charge, non-exclusive, non-transferable right to use the Results of the other Party and joint Results for non-commercial research activities and education.

Each Party shall own and continue to own its respective background information provided for the Project and nothing in this Agreement shall transfer any rights to the other Party. Each Party shall have a right to use background information introduced by a Part for the purpose of fulfilment of the Project.

The Parties agree that the Results are to be published according to current academic practice. A Party shall not include in any dissemination activity another Party's Results or Background Information without obtaining the owning Party's prior written approval, unless they already is published. In accordance with normal academic practice, all investigators and contributors to a publication will be acknowledged, always in compliance with recognized standards concerning publication and authorship, including the most recent "Recommendations for the Conduct, Reporting, Editing and Publications of Scholarly Work in Medical Journals" developed by the International Committee of Medical Journal Editors (ICMJE)The General Terms apply in respect of publication of the Results.

§ 8 Liability

In no event shall either Party be liable to the other for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered of an indirect, incidental or consequential nature, including any economic loss or other loss of turnover, loss of profits, business or goodwill arising out of or in connection with this Agreement or the subject matter of this Agreement.

§ 9 Force Majeure

Neither Party shall be liable for any failure to perform or delay in performance of its obligations hereunder caused by any circumstances beyond its reasonable control (force majeure), including but not limited to war, insurrection, natural catastrophe,

fire, interruption in general power production, limits imposed by state budgets or governments to the activities of a research partner, strike, embargo or other significant and unusual cause independent of the parties.

§ 10 Notices

Notices between the Parties shall be given through courier, certified letter, or e-mail to the parties' contact person at the addresses provided by the Parties.

A notice shall be deemed to have been received by a Party;

- a) when delivered by courier, upon delivery;
- b) when sent by certified letter, 5 days after dispatch;
- c) when sent via e-mail, upon receipt where the e-mail is received at the addressee's e-mail address, provided that receipt is confirmed by e-mail or that the sending party has also sent the message by certified letter on the same day.

Notice shall be sent to the following address:

UGOT:
Gothenburg centre for sustainable development (GMV)
Box 170
S-405 30 Gothenburg
Sweden

UO:
Université de Ouagadougou (UO)
Att: Joseph Ki-Zerbo
03 BP 7021, Ouagadougou
Burkina Faso (UJKZ)

§ 11 Miscellaneous

This Agreement may not be assigned by either party in whole or in part without the prior written consent of the other party.

The status of a party under this Agreement shall be that of an independent contractor. Nothing contained in this Agreement shall be construed as creating a partnership, joint venture or agency relationship between the parties or, except as otherwise expressly provided in this Agreement, as granting either party the authority to bind or contract any obligation in the name of or on the account of the other party or to make any statements, representations, warranties or commitments on behalf of the other party.

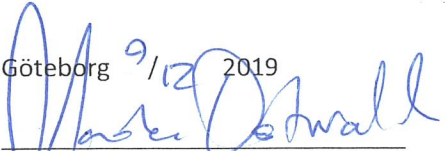
No amendment, modification or waiver of any of the terms of this Agreement shall be valid unless made in writing and duly executed by authorized representatives of both parties.


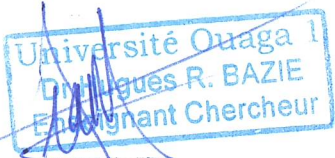
§ 12 Applicable law and dispute resolution

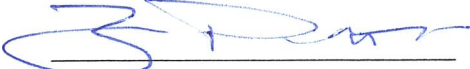
October 2019

This agreement shall be construed with and governed by Swedish law, without applying choice of law principles. Nothing in this agreement shall be deemed to require a party to breach any mandatory statutory law under which the party is operating.

All disputes arising out of or in connection with this agreement, which cannot be solved amicably, shall be settled by the civil court in Gothenburg, Sweden (Göteborgs tingsrätt) as first instance.

Göteborg 9/12 2019

Project leader Madelene Ostwald, GMV

Ouagadougou 28/10/ 2019

Project leader Hugues R. BAZIE, UJKZ


Göteborg 12/12 2019

Head of GMV Jan Petersson

Ouagadougou 22 NOV 2019
...../...../ 2019
Université Joseph Ki-Zerbo,
Head of UJKZ
Pr Rabiou CISSE

