

IND/CONT/06-07/174E**Contract between the British Council and University of Durham
UKIERI Standard Award Project implemented by – University of Durham &
Harish-Chandra Research Institute, India****Programme Title**

1. This Contract and the attached Annexes set out the terms and conditions on which the British Council of 10 Spring Gardens London SW1 ('the Council') registered as a charity (not-for-profit organisation) under its UK India Education and Research Initiative (UKIERI) proposes to provide funds to School of Engineering Edgbaston ('the UK Institution') of [Centre for Particle Theory Department of Physics University of Durham South Roadham DH1 3LE] for the purposes of implementing activity in accordance with the UKIERI Standard Awards Project.

Payment shall be made by the Council to the UK Institution in accordance with the application referred to in Annexes 1 – 3 of this agreement. This Contract and its Annexes are to be read as one document and together constitute the UK Institution's agreement with the Council.

The **UK India Education and Research Initiative (UKIERI)** aims to substantially improve educational links between India and UK ensuring in the longer term we become each other's partner of choice in education.

2. The Annexes forming part of this agreement are:
 - Annex 1 Agreed Work Plan & Delivery
 - Annex 2 Agreed Financial Proposal
 - Annex 3 Reporting Requirements
 - Annex 4 Financial Documentation

Duration

3. This Agreement will take effect from the date of signature and will run for 5 yrs unless it is prematurely terminated in accordance with the provisions of clauses 10, 23, 24 or 25 below.

Skill and care

4. The UK Institution undertakes to use reasonable skill, care and diligence in the execution of the project proposal in accordance with Annex 1 and in reporting to the Council in accordance with Annex 3 a meet the agreed financial proposal in accordance with Annex 2. All figures are quoted in GB Pounds sterling.

The UK Institution hereby confirms that it will adhere to the Code of Practice (Code of practice for the assurance of academic quality and standards in higher education, Section 2: Collaborative provision and flexible and distributed learning (including e-learning) - September 2004) from time to time issued by the Quality Assurance Agency.

Reporting

5. The UK Institution undertakes to produce reports according to the schedule and which satisfy the requirements stated in Annex 3. These shall be submitted to the British Council in Delhi for approval.

Payment and invoicing

In consideration of the proposed activity the Council will pay to the UK Institution the following sum: Year 1 **£ 140904**. The funding for rest of the period of contract will be based on activities completed as per the agreed work plan during year 1 and activities agreed to be taken up from year 2 to 5.

- 6.1. It must be noted that the UK Institution in pursuance of this activity under this contract will be responsible for the payment of all taxes as they may be levied under the applicable law, the amount of which is deemed to have been included in the fees described in this agreement. In addition the UK Institution will meet all costs and expenses necessary to provide the services contracted for under this Agreement, including the costs of salaries, bonuses, superannuation, overseas inducements and leave allowances, clothing, passports, etc., of any staff employed by the UK Institution. The UK Institution hereby undertakes that the sums paid under this agreement will be used solely for the activities specified in the project proposal.
- 6.2. In addition the UK Institution agrees that:
 - 6.2.1. All travel will be at Economy class. All travel arrangements are the responsibility of the individual party concerned and it will be their responsibility to ensure that all entry requirements of the overseas government are met.
 - 6.2.2. The UK institution undertakes to make payments to **(Harish-Chandra Research Institute)** as set out in Annexure 2 attached hereto and subject to review based on the agreed work plan during for year 2 to 5.

- 6.2.3. All sums payable under this contract shall be only expended in accordance with the budget attached hereto as Annexure 2. Any variation must be agreed in advance in writing by the Council.
 - 6.2.4. The UK institution undertakes to inform the Council of any changes to the Agreed Work Plan (as per Annex 1) including inter alia use of funds, deliverables and methodology.
 - 6.2.5. All funds not expended in accordance with the Agreed Financial Proposal (as per Annex 2) shall be returned to the Council within 10 working days of receipt of written request for the same.
7. The following arrangements will apply to the sums provided by the Council under clause 6:
- 7.1 These sums will be paid in advance for each year of activity on successful completion of financial and physical progress reporting criteria.
 - 7.2 Where the Steering Committee requires more information or considers that any report and/or other documentation is not acceptable or where the Council believes that the performance of the activity undertaken is not in accordance with this Agreement the Council shall provide sufficient details to the UK Institution to allow the UK Institution to rectify the situation. If the Steering Committee or the Council remains dissatisfied the Council reserves the right to terminate this agreement and/or withhold payment of all or part of the sums and/or demand full or part repayment of the grant monies received under this Agreement.

VAT

- 8. All fees payable by The Council to the UK Institution as specified in Clause 8 are inclusive of any VAT properly chargeable.

Liability, indemnity and related matters

- 9. Except to the extent required by law, the Council will have no liability for any loss or injury (including death) or damage whatsoever caused or suffered by the UK Institution, its servants, agents or associates arising out of or in connection with this Agreement. In addition, the UK Institution hereby undertakes to indemnify the Council in respect of any claims of whatever kind made against the latter which arise from any negligent performance of the UK Institution's duties under this Agreement or from any wilful misconduct by it, its servants, agents or associates.
- 10. The UK Institution is responsible for arranging and bearing the cost of any insurance which the UK Institution considers necessary in connection with this engagement; this includes cover in respect of death, illness, accidental injury on and off duty, disability and healthcare and also travel insurance and cover for personal possessions.

11. The UK Institution will not accept for its own benefit or that of anyone else any bribe, trade, commission, discount or similar payment in benefit or kind arising out of or in connection with the activities pursuant to this Agreement.
12. It is the intention of the parties to this Agreement that it represents a contract for activity specified in the project proposal. Accordingly, any fees paid under this Agreement are the UK Institution's business income; the UK Institution's will be responsible for including such fees in the accounts of its business and for paying any tax and national insurance which may be due thereon, if appropriate.

Copyright and confidentiality

13. Any use made by the UK Institution or Indian institution of materials produced in the course of this Agreement must include acknowledgement of the UKIERI project, together with the Council's and the UKIERI funding partners.
14. The UK Institution hereby grants to UKIERI by way of the Council a world-wide royalty free licence in all media in perpetuity to use the reports and materials and any other documentation produced in the course of the agreement, except the financial documentation required to be produced under the Agreement.
15. Any publication issued as a result of the work of the UK or Indian Institution shall contain an express acknowledgement of the UK Institution's copyright and the following statement:

"This document is an output from the UKIERI (UK India Education and Research Initiative) project funded by the British Council, the UK Department for Education and Skills (DfES), Office of Science and Innovation, the FCO , Scotland, Northern Ireland, Wales, GSK, BP, Shell and BAE for the benefit of the India Higher Education Sector and the UK Higher Education Sector. The views expressed are not necessarily those of the funding bodies.
16. The UK Institution undertakes that during this Agreement and after the termination of this Agreement, no disclosure to any third party of any confidential information arising from it will be made (other than in the proper performance of duties), except by prior written agreement with the Council.
17. The UK Institution undertakes to comply with the provisions of the Data Protection Act 1998, and any modification or re-enactment thereof, in its handling of any personal data further to the performance of this Agreement

Assignment

18. Save with respect to the work to be undertaken by third parties as outlined in the project proposal, neither party will without the prior written agreement of the other party, assign or transfer, or cause to be assigned or transferred, this engagement or any part, share or interest therein to any third party.

Termination of Agreement

19. The Council may at its sole discretion by giving not less than 30 days written notice terminate this agreement and inform the UK Institution of the Council's decision by written notification to that effect. In the event of the agreement being so terminated, the UK Institution shall take such steps as are necessary to bring the services to an end, (including terminating any subcontracts placed by them) in a cost effective, timely and orderly manner.
20. In the event of any such notification the UK Institution shall submit an account in writing which shall state the amount spent taking into account all fees and costs properly incurred or committed by them in relation to the agreement or its termination which cannot be recovered. Any sums over and above this will be refunded by the UK Institution to the British Council within 14 days of the termination date. Always provided that payments are within the financial limits stated in clause 9 and not subject to dispute, the Council shall pay all fees, expenses and other sums due and outstanding under the terms of this agreement up to and including the date of termination.
21. In addition the Council may terminate this Agreement with immediate effect in the event of the UK Institution becoming bankrupt or insolvent. For the avoidance of doubt this includes:
 - a. Making a composition or arrangement with creditors; or
 - b. Having a proposal approved in accordance with the Insolvency Act 1986 for a voluntary arrangement for a composition of debts or scheme of arrangement; or
 - c. Having an application made under the Insolvency Act 1986 to the court for the appointment of an administrator or receiver or manager of the business or undertaking; or
 - d. Having appointed an administrative receiver as defined in the Insolvency Act 1986.
22. The preceding clause is subject to the proviso that this engagement may be reinstated and continued if the Council and the UK Institution, its administrator, trustee in bankruptcy, receiver or manager, as the case may be, so agree.

Variation

23. This Agreement may be varied by advance agreement in writing between the parties.

Force majeure

24. If the performance of this Agreement is delayed, hindered or prevented or is otherwise frustrated by reason of force majeure which will mean any event beyond the control of the party affected, then the party so affected will promptly notify the other in writing.
25. Where such an event has occurred and upon receipt by the other party of such notice, the obligations of both parties will cease or shall be suspended for an appropriate period of time to be arranged between the parties.

Cessation and suspension of obligations

26. In the event of the cessation of obligations the Council will pay:
 - a. any sums due or outstanding under the terms of this Agreement at the date of cessation;
 - b. reimbursement of reasonable expenses directly and necessarily incurred after the relevant date in winding up this Agreement
27. In the event of the suspension of obligations the Council will pay any sums due and outstanding under the terms of this Agreement at the date of suspension. Reimbursement of reasonable expenses directly and necessarily incurred after the date of suspension will be discussed and may be agreed on a case-by-case basis.

Disputes

28. Should the UK Institution and the Council be in dispute on the meaning or interpretation of any of the terms of this Agreement, including a failure to agree on an event of force majeure under clause 27, the matter will be referred to an arbitrator to be nominated by the parties or, failing agreement, to be agreed by the President for the time being of the Law Society of England and Wales on the application of either party, and the decision of the arbitrator will be final and binding on both parties.

Governing law

29. This Agreement will be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

Signatures

30. If the terms and conditions set out in this letter and in the attached Annexes are acceptable to the UK Institution, please sign and date two copies of this letter where indicated and return the signed versions to Tim Gore UKIERI Project Manager, British Council, Delhi

For and on behalf of the British Council

For and on behalf of (the UK Institution)

Signed:

Signed:

Name: Tim Gore

Name:

Position: Director

Position:

Date:

Date:

Annex 1 Agreed Work Plan and Delivery (clearly specifying UK & Indian institute Roles and responsibilities)

India and UK have a unique and strong expertise in neutrino physics, with a large number of internationally renowned researchers in the field and a long history of collaboration both in experimental and theoretical neutrino physics. Creating a link between the two communities will lead to a faster and more efficient progress in solving the problems related to neutrino physics and in understanding the basic laws of Nature. In this project we propose

- i) to provide occasions to meet, discuss and foster new ideas, solve the out-standing problems in neutrino physics and to confront ideas of Indian and UK neutrino physicists;
- ii) to further develop the existing collaborations between the Indian and the UK neutrino community and begin new ones;
- iii) to offer PhD students from both countries involved in neutrino physics in particular and in Elementary Particle Physics in general the opportunity to visit Institutions in the other country in order to benefit from the expertise there available.

During the first year and the third year, we propose to organize a dedicated workshop in which the participating research scientists and PhD students from both countries will meet and present their work and ideas on neutrino physics. The first workshop will be focused on the generation of new collaborations and the progress of already established ones. PhD students will be encouraged to participate and lectures dedicated to them will be offered at appropriate time. Given the great expertise available in these two countries, this will provide a unique opportunity for the students to widen and deepen their knowledge of particle physics with emphasis on neutrino physics. In the second workshop, the main emphasis will be on the discussion of the results obtained and of the plans for the future.

We will provide the possibility for Indian scientists to visit Institutions in the UK and vice versa. Research in elementary particle physics progresses mainly via active collaboration between scientists of similar overlapping interests and knowledge. Short visits of one to two weeks will be planned to start either a new collaboration and to discuss and present results of the ongoing collaboration. Long visits of one month or longer will be mostly for Ph.D students working with a scientist in the other country as well as for senior scientists working on some problem together. We have identified specific topics of research where strong expertise is available in both countries. In particular, we will promote the interaction between:

- i) theorists in India and the UK who are interested in addressing the neutrino mass problem from the model building point of view and the implications for these models to our understanding of the basic laws of nature;
- ii) phenomenologists studying the capabilities of present and future neutrino experiments (neutrino oscillation and neutrinoless double-beta decay experiments) in establishing the nature of neutrinos, the values of neutrino masses and mixing angles and the presence of CP-violation in the lepton sector;
- iii) experimentalists in UK and India are working on two of the major experimental

proposals in neutrino physics in the world: a neutrino factory in UK and an atmospheric neutrino experiment called INO in India. INO is the largest proposed magnetized atmospheric neutrino detector and a neutrino factory is the ultimate future neutrino machine to study the physics of neutrino oscillation. These experiments present a strong synergy which could help in solving some of the major open questions in particle physics. The INO detector is an ideal target for a neutrino factory beam. A common approach to both the proposals would be very useful in this context.

iv) finally, astroparticle physicists interested in understanding the implication of neutrino physics in cosmology and astrophysics, such as the explanation of the baryon asymmetry of the Universe, of hot dark matter and their role in supernovae.

Strong emphasis will be put on PhD students and in particular their education in the field of neutrino physics. Students will be encouraged to participate in the workshop related to the project, and to other international conferences with great benefit for their education and career. They will also be invited to visit for extended periods of time a foreign institution especially where a program in PhD courses can be attended by them. This opportunity would not only be of great benefit for their education and research but also a unique opportunity of growth as individuals.

Annex 3 - Project Reports: content and form

As a recipient of UKIERI Project funds you are required to fulfil reporting obligations as outlined below. These reports are to be submitted to the UKIERI Project Team in British Council, Delhi, and will be monitored against the UKIERI Scorecard. Should the British Council require further reports or information project co-ordinators will be notified by email.

6 month Progress Report

Annual Progress Report

Annex 4 - Financial Documentation

Statement of Actual Expenditure -Please submit financial spreadsheets detailing expenditure to date using the headings from your business plan.