

**Individual Student
SPLIT-SITE PhD AGREEMENT**

between

THE UNIVERSITY OF MANCHESTER

and

DOW UNIVERSITY OF HEALTH SCIENCES

and

STUDENT – Mr Tanseer Ahmed

THIS AGREEMENT dated the last date of signature is made BETWEEN:

- (1) THE UNIVERSITY OF MANCHESTER (a Royal Charter corporation registered under number RC 000797, an exempt charity) of Oxford Road, Manchester M13 9PL, United Kingdom ("Manchester"); and
- (2) DOW UNIVERSITY OF HEALTH SCIENCES (acting through Kashif Shafique), whose address is Dow University of Health Sciences, Karachi, Pakistan and
- (3) Mr Tanseer Ahmed c/o the School of Health Sciences, The University of Manchester, Oxford Road, Manchester, M13 9PL, United Kingdom ("the Student").

Each a "Party" and together the "Parties"

WHEREAS:

- A. DOW University of Health Sciences wishes to work with Manchester in order to offer a split site PhD programme for Tanseer Ahmed ("the Student").
- B. The Student will under the supervisions of Manchester and Dow University of Health Sciences conduct the project entitled "Qualitative Evaluation of The Helping Baby Breathe Training Program For Community Midwives In Shikarpur, Pakistan".
- C. The terms and conditions set out in this Agreement for the basis on which this split-site PhD will be operated.

NOW IT IS AGREED as follows:

1. DEFINITIONS

1.1 In this Agreement, the following words shall have the ascribed meanings:

"Award"	means the award of a degree of Doctor of Philosophy of The University of Manchester.
"Background Intellectual Property"	means any Intellectual Property made available by either Party for use in the Project or necessary to exploit the Foreground Intellectual Property, but not (in either case) directly arising from and developed in the course of the Project and belonging to such Party or to which such Party has rights which permits its use in the Project and to exploit the Foreground Intellectual Property.
"Confidential Information"	means all secret or not generally known information or information which is not easily accessible to others or of a commercially sensitive nature disclosed or made available in any way by one Party ("Discloser") to the other ("Recipient") for use in connection with the Project (including the Background Intellectual Property and Foreground Intellectual Property of the Discloser) and marked or labelled by the Discloser as "Proprietary", "Confidential" or "Sensitive" at the time of disclosure.
"Effective Date"	means 1 October 2020 notwithstanding the date this Agreement is executed by both Parties.
"Examiners"	means an independent, appropriately qualified and experienced person whom Manchester has appointed under its usual examination procedures.

- “Foreground Intellectual Property”** means any Intellectual Property arising from and developed in the course of the Project.
- “Institutions”** means Manchester and DOW University of Health Sciences⁴, each of whom may be referred to individually as “Institution.”
- “Intellectual Property”** means all intellectual and industrial property rights including without limitation patents, know-how, trade marks, registered designs, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trade marks and copyright (including, without limitation, copyright in drawings, plans, specifications, designs and computer software), database rights, topography rights, any rights in any invention, discovery or process, in each case in the United Kingdom and all other countries in the world.
- “Policy for Split-Site PhD Arrangements”** means Manchester’s policy governing split-site arrangement as updated from time to time which is found at the following link: <http://staffnet.manchester.ac.uk/services/rbess/graduate/code/collaboration/>
- “Project”** means a postgraduate project under the split-site arrangement of study leading to the qualification of Doctor of Philosophy the initial Project outline is as described in Schedule 1. The scope of the Project may be amended from time to time by the agreement of the Student and Supervisors.
- “Project Period”** means the period from the Effective Date for a period of 4 years unless agreed otherwise pursuant to Clause 2.7.
- “Student”** means Tanseer Ahmed.
- “Supervisors”** means the appropriately qualified academic staff appointed by each Institution to provide academic support to the Student on the Project.

In this Agreement, unless the context otherwise requires:

- (a) references to a "clause" or "schedule" are to a clause of or a schedule to this Agreement, and;
- (b) words in the singular include the plural and vice versa and words of any gender include every other gender and references to legal persons shall include natural persons and vice versa, and;
- (c) the headings are inserted for convenience only and shall be ignored in the interpretation of this Agreement, and;
- (d) a reference to any statute, statutory provision or subordinate legislation shall be construed as including a reference to that enactment as re-enacted, replaced or modified from time to time, whether before, on or after the date of this Agreement.

CONDUCT OF THE PROJECT

2.1 The Project shall run for the Project Period.

2.2 The Project will be undertaken by the Student under the direction and supervision of the Supervisors and, as prescribed by the Project description in Schedule 1, unless amended by the agreement of the Student and Supervisors.

- 2.3 Each Institution will appoint a Supervisor as per Schedule 1 who unless Manchester (in its sole discretion) otherwise agrees in writing, shall be chosen from the staff of their Institution. In exercising their choice, Manchester will give particular consideration to the experience of the appointee and the relevance of such experience to the Project, and to any views expressed by DOW University of Health Sciences but where agreement cannot be reached between the Parties the decision of Manchester shall be final. Each Institution will not change the Supervisor without providing written notification to all the Parties and where possible to identify a replacement Supervisor.
- 2.4 Each Institution will allow the Student to attend their establishments during the Project Period and the Parties will use reasonable endeavours to provide adequate facilities; to obtain any requisite materials, equipment and personnel; and to carry out the Project diligently.
- 2.5 Each Institution shall ensure that at all times during the Project Period, that all premises to be used in connection with the provision of the Project and all the equipment therein are adequately insured as appropriate, and that insurance is carried in respect of loss or injury to any person on the premises where the Project is being undertaken. Each Party shall furnish details of such insurance to the others on request.
- 2.6 The Student will pay the appropriate fees to the Institutions as agreed and will be responsible for obtaining any necessary visa, work permit and healthcare insurance.
- 2.7 The Student perform the duties assigned to him or her under the Project diligently and will perform the duties and obligations imposed from time to time by the University as a condition of her or his registration as a Student and in accordance with the University's policies including the Policy for Split-Site PhD Arrangements.
- 2.8 Each Institution shall, subject to the terms of this Agreement and the 'Code of Practice for Postgraduate Research Degrees' (<http://www.staffnet.manchester.ac.uk/services/rbess/graduate/code/>), adopt appropriate and satisfactory procedures for its administration, the conduct of the Project, the welfare of the Student and the selection of Supervisors.
- 2.9 In consideration of the arrangements outlined in this Agreement, the Institutions agree to:
- 2.9.1 register the Student according to the normal process of their Institution.
- 2.9.2 subject to satisfactory completion of the Project, provide a certificate to the Student when the Student completes the Project at their Institution, having satisfied all prescribed academic and other requirements for an Award.
- 2.10 This Agreement shall be effective for the Project Period but may be extended beyond the Project Period by written agreement between the Parties, to be agreed and entered into before the expiry of the Project Period and in accordance with Clause 15.7.

STUDENT ASSESSMENT

- 3.1 The assessment of the Student will be as specified in regulations and requirements of Manchester as can be found at the following links:
- i. <http://www.staffnet.manchester.ac.uk/services/rbess/graduate/code/progressandreview/>;
 - and
 - ii. <http://www.staffnet.manchester.ac.uk/services/rbess/graduate/code/submissionandexamination/>.
- 3.2 The oral examination (viva) will be undertaken at Manchester.
- 3.3 Manchester shall appoint the Examiners for the Project. DOW University of Health Sciences recognises and agrees that in determining whether the quality, standard and content of the Project is appropriate

to the Award, the decision of Manchester shall be final, such decision to be reached in consultation with DOW University of Health Sciences.

RECORDS

- 4.1 DOW University of Health Sciences will keep the following records and information:
- 4.1.1 Full and accurate records of all staff of DOW University of Health Sciences involved in the administration of the Agreement and the Project, and;
 - 4.1.2 Details of the Student's attendance, record of work completed and other information and records relating to the Project as Manchester requires in their online progression monitoring system.
- 4.2 The Student consents that any records and data regarding them and the Project held by one Institution can be shared with the other Institution for the purposes of this Agreement and the Project.
- 4.3 In line with the Data Protection Act 1998:
- 4.3.1 Each Party will inform the Student that information will be shared with the other Party under this Agreement;
 - 4.3.2 Each Party will ensure that information disclosed to the other is accurate and up to date;
 - 4.3.3 Upon request, the Student may have access to information relating directly to the Student;
 - 4.3.4 Personal information will only be disclosed as described throughout this Agreement.

PUBLICATIONS

- 5.1 The Project will form part of the actual carrying out of a primary charitable purpose of the Institutions; that is, the advancement of education through teaching and research. There must therefore be some element of public benefit arising from the Project, and this is secured through this Clause 5.
- 5.2 Subject to the remainder of this Clause 5, all Parties shall have freedom in accordance with normal academic practice:
- 5.2.1 in pursuance of the Institution's academic functions, to discuss work undertaken as part of the Project in seminars, and to give instructions on questions related to such work; and
 - 5.2.2 to publish results obtained during the course of work undertaken as part of the Project.
- 5.3 All proposed publications and presentations arising from the Project shall be sent to the Supervisors not less than thirty (30) days in advance of submission for publication or presentation for approval, such approval shall not be unreasonably withheld or delayed. A Supervisor has thirty (30) days to raise any reasonable objections if the publication or presentation contains any Confidential Information or Intellectual Property.
- 5.4 All publications arising from the Project shall give due credit to the contribution from each of the Parties in accordance with standard academic authorship practice.
- 5.5 Nothing in this Agreement shall prevent or delay the Student from submitting for a degree of Manchester a thesis based on the results obtained during the course of work undertaken as part of the Project, the examination of such a thesis by examiners appointed by Manchester, or the deposit of such a thesis in a library of Manchester in accordance with the relevant procedures of Manchester. The University shall place the thesis in the University's library in accordance with the University's relevant procedure.

LIMITATION OF LIABILITY

- 6.1** No Party accepts responsibility for any use which may be made of any work carried out under or pursuant to this 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.
- 6.2** Subject to Clause 6.4, no party shall have liability for any:
- 6.2.1** loss of profit (direct or indirect);
 - 6.2.2** loss of revenue, loss of production or loss of business (in each case whether direct or indirect);
 - 6.2.3** loss of goodwill, loss of reputation or loss of opportunity (in each case whether direct or indirect);
 - 6.2.4** loss of anticipated saving or loss of margin (in each case whether direct or indirect);
 - 6.2.5** liability to third parties (whether direct or indirect); or
 - 6.2.6** indirect, consequential or special loss,

arising out of or in connection with this Agreement, whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including negligence and any liability under an indemnity contained in this Agreement and/or arising from a breach of, or a failure to perform or defect or delay in performance of, any of the parties obligations under this Agreement.
- 6.3** The aggregate liability of each Party (whether in contract or in tort or otherwise) to the other for any loss or damage howsoever caused shall be limited to and in no circumstances shall exceed the total fee the Student pays to the Institutions at the date the liability was incurred, or where the Party's liability is covered by an appropriate insurance policy, such liability shall not exceed the single incident limit specified in that policy.
- 6.4** For the avoidance of doubt neither Party excludes or limits their liability for death, personal injury or fraud that occurs as a result of this Agreement.
- 6.5** If any sub-clause of this Clause 6 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 6.

CONFIDENTIALITY AND DATA PROTECTION

- 7.1** Each Party will use reasonable endeavours not to disclose to any third party any Confidential Information and not to make to any third party any disclosure of Confidential Information which would prejudice either the rights of the other Party under or pursuant to this Agreement.
- 7.2** The Recipient shall be entitled to use the Confidential Information only for the purposes of this Agreement and to disclose the Confidential Information in confidence to such of its employees that need to know in order to carry out that Party's obligations under this Agreement.
- 7.3** The Recipient shall incur no obligation under Clause 7.1 with respect to information which:
- 7.3.1** is known to the Recipient before the Effective Date, and not impressed already with any obligation of confidentiality to the Discloser; or
 - 7.3.2** is or becomes publicly known without the fault of the Recipient; or

- 7.3.3 is obtained by the Recipient from a third party in circumstances where the Recipient has no reason to believe that there has been a breach of an obligation of confidentiality owed to the Discloser; or
- 7.3.4 is independently developed by the Recipient; or
- 7.3.5 is approved for release in writing by an authorised representative of the Discloser Party; or
- 7.3.6 the Recipient is specifically required to disclose pursuant to an order of any Court of competent jurisdiction in order to fulfil the Court Order but the Recipient is only released from its obligation to the extent of such order.
- 7.4 The Parties acknowledges that Manchester is subject to the provisions of the Freedom of Information Act 2000 (as amended from time to time) and that they are therefore subject to legal duties which may require the disclosure of information in relation to this Agreement. If either Party holds information in relation to this Agreement on behalf of the other Party, the Parties agree to assist and cooperate to enable compliance with the Freedom of Information Act 2000.

INTELLECTUAL PROPERTY

- 8.1 For the avoidance of doubt all Background Intellectual Property used in connection with the Project shall remain the property of the Party introducing the same. No Party will make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the ownership or use of any of the Background Intellectual Property of the other parties except under the terms of this Agreement. Each Party acknowledges and confirms that nothing contained in this Agreement shall give it any right, title or interest in or to the Background Intellectual Property of the other Parties save as granted by this Agreement.
- 8.2 The Parties agree that any improvements or modifications to a Party's Background Intellectual Property arising from the Project which are not severable from that Background Intellectual Property will be deemed to form part of that Party's Background Intellectual Property.
- 8.3 Each Party grants the others a royalty-free, non-exclusive licence for the duration of the Project to use its Background Intellectual Property for the sole purpose of carrying out the Project. No Party may grant any sub-licence over or in respect of the other's Background Intellectual Property.
- 8.4 Each Party shall own the Foreground Intellectual Property generated by its employees, and/or agents under the Project and shall ensure that it secures ownership of such Foreground Intellectual Property from its employees and agents. The Party owning any Foreground Intellectual Property shall be entitled to use and exploit such Foreground Intellectual Property as that Party sees fit, and subject always to Clauses 8.6 and 8.7.
- 8.5 Each Party shall promptly disclose to the other Parties all Foreground Intellectual Property generated by it and the Parties shall co-operate, where required, in relation to the preparation and prosecution of patent applications and any other applications relating to Foreground Intellectual Property.
- 8.6 Where any Foreground Intellectual Property is created or generated by two or more Parties jointly and it is impossible to segregate each Party's intellectual contribution to the creation of the Foreground Intellectual Property, the Foreground Intellectual Property will be jointly owned by those Parties in equal shares. The owners may take such steps as they may decide from time to time, to register and maintain any protection for that Foreground Intellectual Property, including filing and prosecuting patent applications for any Foreground Intellectual Property, and taking any action in respect of any alleged or actual infringement of that Foreground Intellectual Property. If one or more of the owners does not wish to take any such step or action, the other owner(s) may do so at their expense, and the owner not wishing to take such steps or action will provide, at the expense of the owner making the request, any assistance that is reasonably requested of it.

- 8.7** Any joint owner of any of the Foreground Intellectual Property may deal with and exploit that Foreground Intellectual Property as though it were the sole owner, without being required to account to any other joint owner for any share in the revenues generated by that dealing or exploitation, provided that no joint owner may disclose to any third party or grant any third party any rights that detract from any other joint owner's right to deal with any jointly owned Foreground Intellectual Property as it sees fit.
- 8.8** Each Party is hereby granted an irrevocable, non-transferable, royalty-free right to use all Foreground Intellectual Property generated in the course of the Project for that Party's own academic and research purposes, but not for the purpose of commercial exploitation.
- 8.9** If any Party (the "Exercising Party") requires the use of Background Intellectual Property of any other (the "Other Party") in order to exercise its rights in Foreground Intellectual Property (whether solely or jointly owned) then, provided the Other Party is free to license the Background Intellectual Property in question, the Other Party will not unreasonably refuse to grant or delay granting a licence to the Exercising Party so that the Exercising Party may use such Background Intellectual Property for the purpose of exercising its rights in Foreground Intellectual Property.
- 8.10** No Party shall infringe the Intellectual Property of the other Parties; nor shall they make any application to register any trade or service mark in its own name or any other name similar to that of the other Party, anywhere in the world.

FORCE MAJEURE

- 9.1** If the performance by either of the Institutions of any of its obligations under this Agreement (other than an obligation to make payment) shall be prevented by circumstances beyond its reasonable control (including any industrial action on the part of its employees) then such Institution shall be excused from performance of that obligation for the duration of the relevant event.

TERMINATION

- 10.1** Without prejudice to any other right or obligation under this Agreement, any Party may terminate this agreement by giving three (3) months' notice in writing.
- 10.2** Notwithstanding a Party's right to terminate under Clause 10.1, except where the Student terminates this Agreement, the Institutions will co-operate and agree suitable arrangements until the end of the current academic year or if feasible until the Student is able to complete the Project and submit for examination. The final decision regarding arrangements post termination notice, will be at Manchester's discretion.
- 10.3** This Agreement may be terminated by either Party for any breach of any of the material obligations set out in this Agreement, by giving not less than ninety (90) days' written notice to the other of its intention to terminate. The notice shall include a detailed statement describing the nature of the breach. If the breach is capable of being remedied and is remedied within the 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 ninety-day notice period, then termination shall also not be effective if the Party involved 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, then the termination shall take effect at the end of the ninety-day notice period in any event.
- 10.4** An Institution agrees to notify the other Institution and the Student promptly if at any time the Supervisor is unable or unwilling to continue the direction and supervision of the Project. Within three (3) months after such incapacity or expression of unwillingness the Institution shall, if practicable, nominate a successor to be the Supervisor. If it is not possible to nominate a replacement supervisor, the Parties can terminate this Agreement on not less than three (3) months' notice in writing.

10.5 Clauses 4, 5, 6, 7, 8, 12, 14 and 15 shall survive the termination of this Agreement, for whatever reason. The obligation under Clause 7 shall survive for a period of 5 years after expiry or termination of this Agreement.

NOTICES

11.1 All notices (including all other documents) to be served under this Agreement shall be in writing and shall be delivered or sent:

In the case of Manchester, to:

The Director of Research and Business Engagement Support Services,
The University of Manchester,
Oxford Road,
Manchester, M13 9PL,
United Kingdom
Email: Andrew.walsh@manchester.ac.uk

With a copy to:

Examinations Officer,
Faculty of Biology, Medicine and Health Sciences Administration,
The University of Manchester,
Oxford Road,
Manchester, M13 9PL,
United Kingdom
Email:

In the case of the Student, to:

Mr Tanseer Ahmed
c/o the School of Health Sciences
The University of Manchester,
Oxford Road,
Manchester, M13 9PL,
United Kingdom
Email:

In the case of DOW University of Health Sciences, to:

Prof. Kashif Shafique
DOW University of Health Sciences
Karachi, Pakistan
Email: k.shafique@duhs.edu.pk

11.2 A notice shall be delivered by hand, by email, by prepaid first class recorded or airmail recorded delivery.

11.3 In proving service of a notice, it shall be sufficient to prove that delivery was made or that the envelope containing the notice was properly addressed and posted.

DISPUTES AND GOVERNING LAW

12.1 Save where one Party's decision is to be final as set out in this Agreement, in the event of disputes of whatever nature arising out of this Agreement, the matter shall, in the first instance be the subject of good faith discussions between the representatives of the Parties.

12.2 Where agreement cannot be reached within 30 days of referral under Clause 12.1, the matter shall be referred to an independent expert appointed by agreement between the Parties or, failing agreement

within 14 days after either Party has notified the other in writing of its intention to refer the matter to an arbitrator, to be decided by the President at the time being of the Law Society of England and Wales.

12.3 This Agreement is governed by, and shall be interpreted in accordance with, English law and each Party irrevocably submits to the non-exclusive jurisdiction of the English Courts in relation to all matters arising out of or in connection with this Agreement.

BRIBERY ACT

13.1 Each Party shall, and shall procure that persons associated with it who are working under this Agreement, shall:

13.1.1 comply with all applicable laws, statutes, regulations and sanctions relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010 and any guidance provided by the British Council from time to time;

13.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom;

13.1.3 have in place throughout the Term of the Agreement, its own policies and procedures relating to anti-bribery and anti-corruption, including but not limited to adequate procedures under the Bribery Act 2010 to ensure compliance with the Bribery Act 2010 and will enforce them where appropriate; and

13.1.4 promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by or on behalf of the Sponsor in connection with the performance of this Agreement.

13.2 For the purpose of this Clause 13, the meaning of “adequate procedures” and “foreign public official” and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this Clause 13, a person associated with either Party includes, but is not limited to, any subcontractor of that Party.

PUBLICITY

14.1 No Party shall use the name of the other in any press release or product advertising, or for any other commercial purpose, without the prior written consent of the other; provided, however, that publication of appropriate details of the Project in an Institution’s reports and similar publications shall not be regarded as a breach of this Agreement.

GENERAL

15.1 No Party may assign or sub-contract all or any part of any benefit of or interest, right or licence in or arising under this Agreement without the prior consent of the other Party.

15.2 Nothing in this Agreement shall create, imply or evidence any partnership or joint venture between the Parties or the relationship between them of principal and agent.

15.3 No waiver of a breach by either Party of any covenant, condition, obligation or understanding of this Agreement shall be deemed to constitute a waiver of any other breach of the same, or of any other covenant, condition, obligation or understanding; and no failure, forbearance or delay by either Party in exercising any right under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise by either Party of any right preclude any further exercise thereof, or the exercise of any other right.

- 15.4 No person who is not a party to this Agreement is entitled to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1899 or otherwise.
- 15.5 The Parties intend each provision of this Agreement to be severable and distinct from the others. If a provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, the Parties intend that the legality, validity and enforceability of the remainder of this Agreement shall not be affected.
- 15.6 This Agreement sets out the entire agreement between the Parties relating to its subject matter and overrides any prior correspondence or representations and any previous agreements (if any) between the Parties.
- 15.7 This Agreement and any Appendices (which are incorporated into and made a part of this Agreement) constitute the entire agreement between the Parties for the Project. Any variation shall be in writing and signed by authorised signatories for both Parties.

AS WITNESS the hands of the duly authorised representatives of the Parties the day and year first before written

SIGNED on behalf of
THE UNIVERSITY OF MANCHESTER

Signature: L Murphy

Name: Lisa Murphy
Please print

Position: Solicitor - Head of Contracts
Please print

Date: 17 May 2021

SIGNED on behalf of
DOW University of Health Sciences

Signature: Kashif

Name: Kashif Shafique

Position: Professor & Principal
SPH

Date: 09-04-2021

SIGNED by the Mr Tanseer Ahmed

Signature: Tanseer Ahmed

Name: Tanseer Ahmed

Date: 09-04-2021

Schedule 1

The Project

In low resources areas, there is an increased need for skilled birth attendants and better training of health care professionals, including community midwives. To boost the knowledge as well as psychomotor skills of community midwives, one of the cost-beneficial interventions for their training may be provided through The Helping Baby Breathe (HBB) programme. To discover the facilitators and challenges associated with HBB skills, it is necessary to evaluate such a training programme. The findings of this study may also help the authorities to upgrade the training as well as HBB implementation on a larger scale in Pakistan, not merely for community midwives, but also for other healthcare professionals. The aim of this study is to find out the perceptions of Community Midwives regarding the HBB training programme, working in District Shikarpur, Pakistan.