

POSTGRADUATE RESEARCH STUDENTSHIP AGREEMENT

THIS AGREEMENT dated 30th April 2021 is made BETWEEN:

- (1) **THE UNIVERSITY OF CHESTER** whose address is at Parkgate Road, Chester, CH1 4BJ (the “University”); and
- (2) Gran Paradiso National Park whose registered office is at Ente Parco Nazionale Gran Paradiso, Via Pio VII, 9 - 10135 Torino, Italy (“the Sponsor”).

WHEREAS

- (A) The Parties wish to enter into this Agreement in order to record their collaboration on a postgraduate studentship (“the Studentship”).
- (B) The Parties acknowledge that the terms of this Agreement are to govern the funding and conduct of the Studentship, to enable a student to carry out a research Project and submit a related thesis for examination in accordance with the University’s regulations governing postgraduate study in fulfilment of the requirements of a higher degree of the University. The Parties further acknowledge that the research is intended to lead to academic publications relating to the results of the Project in furtherance of the student’s career.
- (C) The Parties further acknowledge that in the course of the Project the Parties may be exposed to proprietary and commercially valuable information or materials of the Sponsors and/or the University. All Parties recognise the importance of holding in confidence such information or materials.

DEFINITIONS

- 1.1 In this Agreement the following expressions shall have the following meanings:
 - 1.1.1 “Affiliate” means any organisation which directly or indirectly through one or more intermediaries’ controls, is controlled by or is under common control with the University or the Sponsor.
 - 1.1.2 “Arising Intellectual Property” means any inventions, designs, information, know-how, specifications, formulae, data, processes, methods, techniques, and other technology obtained or developed in the course of the Project and the Intellectual Property Rights therein.
 - 1.1.3 “Background Intellectual Property” means any inventions, designs, information, know-how, specifications, formulae, data, processes, methods, techniques, and other technology, other than Arising Intellectual Property, used in, or disclosed in connection with the performance of, the Project and the Intellectual Property Rights therein.
 - 1.1.4 “Intellectual Property Right” means any patent, registered design, copyright, database right, design right, trade mark, application to register any of the aforementioned rights, trade secret, right in unpatented know-how, right of

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confidence and any other intellectual or industrial property right of any nature whatsoever in any part of the world.

- 1.1.5 “Materials” means any proprietary scientific data provided by the Sponsor for use within the Project.
- 1.1.6 “External Advisor” means Dr. Bruno Bassano, holding an honorary contract with the University, or his or her successor, as appointed by the Sponsor under Clause 9.8.
- 1.1.7 “Principal Supervisor” means *Achaz Von Hardenberg* or his or her successor, appointed by the University under Clause 9.8.
- 1.1.8 “The Project” means the programme of research entitled “*Biodemography of mountain ungulates in the age of climate change*” which has been approved by Marketing, Recruitment and Admissions (MRA) or Registry Services as suitable for doctoral study, is undertaken by the Student and is described in the First Schedule to this Agreement.
- 1.1.9 “Student” means the person specified in the Third Schedule registered as a postgraduate research student on the named Project.
- 1.1.10 “Studentship” means the funding provided to or in support of the Student during the Project.
- 1.1.11 “Supervisory Team” means the Principal Supervisor, External Advisor and *Tessa Smith* or their successors, appointed by the University under Clause 9.8.

2. THE PROJECT AND CONDITION PRECEDENT

- 2.1 It shall be a condition precedent to the liability of each of the Parties hereunder that a Student is appointed and enters into an agreement with the Parties in the form annexed in the Third Schedule
- 2.2 Any significant modifications, deletions or expansions to the Project must be approved in writing by both Parties. The Sponsor will not decline unreasonably to agree to modifications to the Project requested by the University for academic reasons. The Sponsor agrees that the University may make such modifications, deletions or expansions to the Project as it deems necessary for academic reasons without the prior agreement of the Sponsor.
- 2.3 The Project shall normally run for a period (the “Project Period”) of either up to three (3) years (for full time study) or up to six (6) years (for part time study) from the starting date given in the Third Schedule, taking any periods of suspension of studies into account. Extensions to the Project Period must be approved in writing by both Parties.
- 2.4 The Student to whom the Studentship will be awarded shall be chosen following a fair and open competition which accords with the University’s Human Resources policies and procedures on recruitment and selection. The Studentship will normally be paid for a duration (the “term of the Studentship”) equivalent to either up to three (3) years (for full time study) or up to six (6) years (for part time study) from the starting date given in the Third Schedule, taking any periods of suspension of studies into account. The Studentship will normally cease upon the date of submission of any thesis prepared by the Student on the Project (the “Thesis”) if this is earlier than the scheduled expiry date of the Studentship.

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- 2.5 The Project will be conducted by the Student under the main supervision of the Principal Supervisor. Co-supervision will be provided by other members of the Supervisory Team.
- 2.6 The University will use its reasonable endeavours to provide adequate facilities; to obtain any requisite materials, equipment and personnel; and to carry out the Project diligently within the scope allowed by the funding provided by the Sponsor pursuant to Clause 3. Although the University will use its reasonable endeavours to perform the research described in the First Schedule, the University does not undertake that the work carried out under or pursuant to this Agreement will lead to any particular result, nor is the success of such work guaranteed.
- 2.7 The University, through the Principal Supervisor and the Student, shall keep the Sponsors informed of the progress of the Project at meetings held at intervals of not more than six (6) months, or as otherwise agreed by the University and the Sponsors. At the reasonable request of the Sponsors, the University, through the Principal Supervisor and the Student, shall supplement the meetings with written reports, and the Student shall provide the Sponsors with a bound copy of any thesis prepared by the Student on the Project.
- 2.8 The Sponsor shall allow the Student to attend the Gran Paradiso National Park and provide the Student with free accommodation during such periods of attendance for the purpose of the Project. The periods of attendance will be scheduled by mutual agreement and shall be subject to availability. The Sponsor shall be responsible for the observance of all health and safety precautions and other action necessary for the health, safety and welfare of the Student during such periods of attendance. The Student undertakes to comply with all such rules and safety and other regulations communicated to him/her by the Sponsor and which the Sponsor may reasonably prescribe during these periods. For the avoidance of doubt, the Student will not be an employee of the Sponsor during such periods and the Sponsor will not require the Student to sign any contract of employment or other such legally binding agreement.

3. FUNDING BY THE SPONSOR

- 3.1 The Sponsor agrees to make payments to the University on the dates and in the amounts as set out in the Second Schedule to this Agreement.
- 3.2 Except as otherwise provided by agreement in writing, as between the Sponsor and the University the full and unencumbered title to all equipment purchased or constructed using funds provided by the Sponsor shall vest in the University. The University shall acknowledge the financial contribution by the Sponsor towards any such equipment in such reasonable way as may be mutually agreed between the Sponsor and the University.
- 3.3 In the event that the Sponsor does not make any of the payments set out in the Second Schedule, the University shall be entitled to terminate this agreement forthwith upon written notice and to withdraw the Studentship.
- 3.4 The Sponsor will not enter into any financial arrangements with the Student additional to those contained in this Agreement without the prior written consent of the University.

4. INTELLECTUAL PROPERTY

- 4.1 All Background Intellectual Property belonging to one Party is and shall remain the exclusive property of the Party owning it (or, where applicable, the third party from whom its right to use the Background Intellectual Property has derived).

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- 4.2 Each Party grants the other Party a royalty-free, non-transferable, non-exclusive, licence to use its Background Intellectual Property for the sole purpose of the performance of the Project.
- 4.3 Arising Intellectual Property shall vest and be owned as follows:
- 4.3.1 To the extent that the Arising Intellectual Property is generated or developed by the Sponsor alone, then it shall vest in and be owned absolutely by the Sponsor;
 - 4.3.2 To the extent that the Arising Intellectual Property is generated or developed by the Sponsor jointly with the University and/or the Student, then it shall vest in and be owned jointly by the Sponsor and the University;
 - 4.3.3 To the extent that the Arising Intellectual Property is generated or developed by the University and/or the Student, without the Sponsor's intellectual contribution, then it shall vest in and be owned absolutely by the University.
- 4.4 In the event that it is or may be possible to obtain any registered Intellectual Property Rights in any jointly owned Arising Intellectual Property, the Sponsor agrees to be responsible for the filing and prosecution on behalf of the Parties and in their joint names of applications for registration, and the maintenance and renewal of any registrations, in such countries as the Parties agree in writing, subject to the University co-operating in the provision of all necessary assistance, information and instructions, with respect to the same, provided that:
- 4.4.1 if the University but not the Sponsor wishes to apply for registration in any country or countries, the University may do so at its sole cost and expense on behalf of both Parties and in their joint names, and the Sponsor shall provide the University with all necessary assistance, information, and instruction;
 - 4.4.2 neither Party shall amend or abandon any registration in respect of which the Parties are jointly registered as owners unless, in the case of an amendment, the other Party shall have given its prior written consent or, in the case of abandonment, the other Party shall be given the opportunity to maintain the registration at its own cost.
 - 4.4.3 the Party making an application for registration shall consult with the other Party at reasonable intervals concerning the application for and maintenance of such registration.
- 4.5 The University hereby grants to the Sponsor and its Affiliates, a royalty-free, irrevocable, non-transferable, non-exclusive, right and licence to use its Arising Intellectual Property for the sole purpose of internal research and development.
- 4.6 The Sponsor hereby grants to the University and the Student a royalty-free irrevocable, non-transferable, non-exclusive licence to use its Arising Intellectual Property for their own non-commercial activities such as teaching and scientific or clinical research.
- 4.7 The University hereby grants the Sponsor the following options:
- 4.7.1 In respect of any Arising Intellectual Property which is jointly owned, pursuant to Clause 4.3.2, the option to take an exclusive licence to the Intellectual Property Rights of the University.
 - 4.7.2 In respect of any Arising Intellectual Property owned by the University, pursuant to Clause 4.3.3, the option to take either a non-exclusive or exclusive licence, which may or may not be restricted by field.

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The Sponsor may exercise the above options at any time during the Project or during the six months following completion of the Project (or by such other date as the University and the Sponsor may agree) by serving on the University a written notice, in which case such exercise shall be effective on the date such notice is sent by the Sponsor.

- 4.8 The terms of any licence agreement provided for in Clause 4.7 above shall be negotiated in good faith by the Sponsor and the University and shall contain all such terms and conditions which are usual and customary in a licence agreement, including but not limited to liability, audit provisions, termination, governing law provisions. The financial terms of any licence will be fair and reasonable in the circumstances and will be negotiated on a case-by-case basis taking into account the scientific and financial contributions of the Parties to the Arising Intellectual Property being licensed and the subsequent scientific and financial contribution of the Parties that will be necessary to commercially exploit such Arising Intellectual Property.
- 4.9 In the event that the Sponsor does not exercise its option pursuant to Clause 4.7.1, the University and the Sponsor may themselves separately commercially exploit or non-exclusively sub-license jointly owned Arising Intellectual Property to third parties without the other joint owner's consent.

5. CONFIDENTIALITY

- 5.1 The Parties each undertake to use reasonable endeavours to keep confidential and not to disclose to any third party (other than an Affiliate) or to use themselves other than for the purposes of the Project or as permitted under Clauses 4, 6 and 7 of this Agreement any confidential or secret information in any form directly or indirectly belonging or relating to the other, its Affiliates, or their business or affairs, disclosed by one and received by another pursuant to or in the course of the Project, including without limitation any Background Intellectual Property or Arising Intellectual Property of the other ("Confidential Information").
- 5.2 Each of the Parties undertakes to use reasonable endeavours to disclose Confidential Information of the other only to those of its officers, employees, students, agents and contractors, (and those of its Affiliates) to whom and to the extent to which, such disclosure is necessary for the purposes contemplated under this Agreement and to ensure that all such personnel are bound by terms of confidentiality equivalent to those contained herein.
- 5.3 The obligations contained in this Clause 5 shall survive the expiry or termination of this Agreement for any reason but shall not apply to any Confidential Information which:
- 5.3.1 is publicly known at the time of disclosure to the receiving Party;
 - 5.3.2 after disclosure becomes publicly known otherwise than through a breach of this Agreement by the receiving Party, its officers, employees, agents or contractors;
 - 5.3.3 can be shown by reasonable proof by the receiving Party to have reached its hands otherwise than by being communicated by the other Party including being known to it prior to disclosure, or having been developed by or for it wholly independently of the other Party or having been obtained from a third party without any restriction on disclosure on such third party of which the recipient is aware, having made due enquiry;
 - 5.3.4 is required by law, regulation or order of a competent authority (including any regulatory or governmental body or securities exchange) to be disclosed by the receiving Party, provided that, where practicable, the disclosing Party is given reasonable advance notice of the intended disclosure and provided that

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the relaxation of the obligations of confidentiality shall only last for as long as necessary to comply with the relevant law, regulation or order and shall apply solely for the purposes of such compliance; or

5.3.5 is approved for release, in writing, by an authorised representative of the disclosing Party.

6. PUBLICATIONS

6.1 The Project will form part of the actual carrying out of a primary charitable purpose of the University; that is, the advancement of education through teaching and research.

6.2 The Student and/or the University shall, if appropriate, publish information gained in the course of the Project, through publication of the Thesis and/or other publications as the Student and/or the University may desire.

6.3 In accordance with normal academic practice, all employees, students, agents or appointees of the University (including the Student and any others who work on the Project) shall be permitted to publish Arising Intellectual Property or discuss Arising Intellectual Property in internal seminars, and to give instructions within the University on questions related to such work.

6.4 All proposed publications (including, but not limited to, scientific/academic publications, patent applications and non-confidential presentations), shall be submitted in writing to the other of the Sponsor and the University for review at least thirty (30) days before submission for publication or before presentation, as the case may be. The reviewing Party may require the deletion from the publication of any Background Intellectual Property of the reviewing Party, or an amendment to the publication through which commercially sensitive Background Intellectual Property is disguised to the satisfaction of the reviewing Party. The reviewing Party may also request the delay of the publication if in the reviewing Party's opinion the delay is necessary in order to seek patent or similar protection to Arising Intellectual Property owned by the reviewing Party. Any delay imposed on publication shall not last longer than is reasonably necessary for the reviewing Party to obtain the required protection; and shall not exceed six (6) months from the date of receipt of the proposed publication by the reviewing Party. Notification of the requirement for delay in publication must be received by the publishing Party within thirty (30) days after receipt of the proposed publication by the reviewing Party, failing which the publishing Party shall be free to assume that the reviewing Party has no objection to the proposed publication.

6.5 Each Party agrees that any publication in a scientific/academic journal shall give due acknowledgement to the financial and/or intellectual contribution of the others in accordance with standard academic practice.

6.6 Clause 6 does not apply to the submission of the Thesis, which is governed by Clause 7.

7. THESIS

7.1 This Agreement shall not prevent or hinder the Student from submitting for degrees of the University Theses based on results generated within the scope of the Project, as outlined in the First Schedule to this Agreement, as amended from time to time in accordance with clause 7.2; or from following the University's procedures for examination and for admission to postgraduate degree status (such procedures to include provisions to place the thesis on restricted access within the University's library).

7.2 During the Project Period, the Principal Supervisor, the External Advisor and the Student shall identify at the progress meetings any Background Intellectual Property

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of the Sponsor which the Student may wish to incorporate into the Project. The Sponsor shall decide whether or not to allow the identified Background Intellectual Property to be used in the Project. If this decision gives rise to a requirement to amend the description of the Project, as outlined in the First Schedule, such amendment shall be mutually agreed in principle between the Principal Supervisor, the External Advisor and the Student and forwarded to the contracting authorities of the University and the Sponsor for authorisation.

- 7.3 The Student shall follow the University's regulations for the submission of the Thesis or Theses for examination. In any event, the Student shall submit a draft Thesis to the Principal Supervisor and External Advisor at least thirty (30) days prior to the date for submission for examination.
- 7.4 The Student may not, without the Sponsor's express written consent, include in any Thesis any Background Intellectual Property or Arising Intellectual Property belonging solely to the Sponsor, which is not directly related to the Project, as outlined in the First Schedule, as amended.

8. MATERIALS

If it is necessary during the term of this Agreement for the Sponsor to provide the University with any proprietary Materials in order to enable the Project to be undertaken, the Sponsor will provide such Materials free of charge to the University on the following terms:

- 8.1 Materials will be provided solely for use in the Project within University facilities. The University undertakes that any Materials provided will be used only by the Principal Supervisor, the Student and such persons under the direct supervision of the Principal Supervisor as are required to perform the Project. The Materials will not be provided to any other academic, scientist or institution (public or private) without prior written permission from the Sponsor.

9. TERMINATION

- 9.1 If a Student has not been appointed to the Studentship within six (6) months of the closing date on the Studentship advertisement, either the Sponsor or the University may terminate the Agreement immediately by giving written notice to the other.
- 9.2 If a Student has not been appointed to the Studentship within twelve (12) months of the closing date on the Studentship advertisement, the Agreement shall terminate automatically unless both of the Parties otherwise agree in writing.
- 9.3 This Agreement may be terminated by either the Sponsor or the University for any breach of the obligations set out in this Agreement, by giving ninety (90) days' written notice to the other Party 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 effected 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. Except in the case of termination due to a breach by the Student involving gross negligence, wilful misconduct or withdrawal from the Project, the Sponsor will continue to pay the University the Student's Stipend in accordance with the payment schedule in the Second Schedule.
- 9.4 If at any time after the first six (6) months of the Project Period the University deems that the Student has failed to make satisfactory academic progress (including, but not restricted to, failure to upgrade from MPhil to PhD within the required time), the

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University may terminate the Student's registration by giving ninety (90) days' written notice to the Sponsor and the Student of its intention to terminate. If satisfactory academic progress is demonstrated within the ninety-day notice period, then the termination of registration shall not take effect. If termination of registration takes effect in accordance with this clause the Parties may agree in writing:

- 9.4.1 to extend the term of this Agreement or enter into a new agreement appointing a replacement student to a full three-year Studentship on the same, or substantially similar, terms to this Agreement;
- 9.4.2 to continue the Project in some other manner and on terms determined by the Parties; or
- 9.4.3 to terminate this Agreement by mutual agreement with immediate effect, in which event the University will repay to the Sponsor within ninety (90) days of the date of termination of the Agreement that proportion of the most recent payment made by the Sponsor which the unexpired portion of the academic year of the University in which the payment was due bears to a whole academic year.

In default of agreement between the Parties for 28 days after termination by the University of the Student's registration, clause 9.4.3 shall apply with the consequence that the Agreement will be deemed to be terminated by mutual agreement.

- 9.5 If, prior to the end of the Project Period, the Student withdraws from their programme of study or their registration is terminated by the University on account of research misconduct or other misconduct on the part of the Student, payments to the Student will terminate with effect from the date of withdrawal or termination of registration and the Parties may agree in writing:

- 9.5.1 to extend the term of this Agreement or enter into a new agreement appointing a replacement student to a full three-year Studentship on the same, or substantially similar, terms to this Agreement;
- 9.5.2 to continue the Project in some other manner and on terms determined by the Parties; or
- 9.5.3 to terminate this Agreement by mutual agreement with immediate effect, in which event the University will repay to the Sponsor within ninety (90) days of the date of termination of the Agreement that proportion of the most recent payment made by the Sponsor which the unexpired portion of the academic year of the University in which the payment was due bears to a whole academic year.

In default of agreement between the Parties for 28 days after withdrawal by the Student or termination by the University of the Student's registration (as the case may be), clause 9.5.3 shall apply with the consequence that the Agreement will be deemed to be terminated by mutual agreement.

- 9.6 Where the Parties agree to appoint a replacement student to the Studentship pursuant to clauses 9.4.1 or 9.5.1, the replacement student will be nominated by the University following a fair and open competition which accords with the University's Human Resources policies and procedures on recruitment and selection.
- 9.7 As specified in Clause 2.2, modifications to the programme of work as specified in the Project are to be agreed in writing by all Parties. The Sponsor will not decline unreasonably to agree to modifications requested by the University for academic reasons. If modifications are not acceptable to the Sponsor on reasonable grounds, then the Sponsor may terminate this Agreement by giving ninety (90) days' written notice to the University. Nevertheless, the Sponsor will continue to pay the University

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the Student's Stipend in accordance with the payment schedule in the Second Schedule.

- 9.8 The University and Sponsor agree to notify the other Party promptly if at any time the Principal Supervisor or any other member of the Supervisory Team is unable or unwilling to continue in supervision of the Project. Within sixty (60) days after such incapacity or expression of unwillingness the notifying Party shall nominate a successor to the member of the Supervisory Team. The other Party will not decline unreasonably to accept the nominated successor. However, if the successor is not acceptable to the other Party on reasonable grounds, then the other Party may terminate this Agreement by giving ninety (90) days' written notice to the notifying Party. Nevertheless, the Sponsor will continue to pay the University the Student's Stipend in accordance with the payment schedule in the Second Schedule.
- 9.9 Except in the case of termination pursuant to clauses 9.4 and 9.5 above, the Sponsor may not terminate this Agreement before the expiry of the Project Period and will continue to pay the University the Student's Stipend in accordance with the payment schedule in the Second Schedule, as amended.
- 9.10 The University may suspend payment to the Student of the Student's Stipend:
- 9.10.1 with effect from the start of the period of ninety (90) days' notice referred to in clause 9.4; and/or
 - 9.10.2 if the student withdraws from their programme of study or suspends studies or if the student is suspended or excluded on account of an allegation of research misconduct or other misconduct.
- 9.11 Clauses 4 to 8 inclusive, 10 and 12 shall survive termination, for whatever reason, of this Agreement.

10. LIMITATION OF LIABILITY

- 10.1 Neither the University nor the Student makes any representation or warranty that advice or information given by the Student, the Principal Supervisor or any other of the University's employees, students, agents or appointees who works on the Project, or the content or use of any materials, works or information provided in connection with the Project, will not constitute or result in infringement of third-party rights.
- 10.2 The University and the Student accept no 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.
- 10.3 The Sponsor undertakes to make no claim in connection with this Agreement or its subject matter against the Student, the Principal Supervisor or any other employee, student, agent or appointee of the University (apart from claims based on fraud or wilful misconduct). This undertaking is intended to give protection to individual researchers: it does not prejudice any right which the Sponsor might have to claim against the University.
- 10.4 The University shall be under no obligation to ensure that the Project or its outcomes will achieve any particular purpose, aim or target of or required by the Sponsor or the Student, save for undertaking and engagement in the Project.
- 10.5 The liability of any Party for any breach of this Agreement, or arising in any other way out of the subject matter of this Agreement, will not extend to loss of business or profit, or to any indirect or consequential damages or losses.

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- 10.6 The maximum liability of the University to the Sponsor under or otherwise in connection with this Agreement shall not exceed the value of the payments received under clause 3.1. For the avoidance of doubt, nothing in this clause 10 shall be deemed to exclude or limit in any way the University's liability for intentional wrongdoing or the University's statutory liability in respect of death or personal injury caused to any person as a result of the University's negligence.

11. EQUALITY

In performing their obligations under this Agreement, the parties shall:

- 11.1 comply with the provisions of the Equality Act 2010 and statutory codes of practice applicable from time to time relating to equality;
- 11.2 not unlawfully discriminate against any person, or subject any person to harassment or victimisation because of a protected characteristic;
- 11.3 cooperate to ensure that appropriate action is taken in respect of any breach or alleged breach of the foregoing provisions, including but not limited to:
- provision of any information requested in the timescales allotted;
 - requiring their staff to attend any meetings and/or to appear as witnesses in any ensuing proceedings;
 - taking disciplinary or other appropriate action in respect of their staff;
 - in respect of any member of their staff, temporarily or permanently removing him or her from, or denying him or her access to, any premises or settings in which any breach or alleged breach may have occurred;
 - promptly allowing access to and investigation of any relevant documents or data;
 - cooperating fully and promptly in every way required by the person or body conducting such investigation during the course of that investigation.

12. NOTICES

The University's representative for the purpose of receiving Project-related notices shall until further notice be:

The Principal Supervisor

with a copy to:

Registry Services
University of Chester
Parkgate Road
Chester
CH1 4BJ

The University's representative for the purpose of receiving legal notices shall be:

Pro-Vice Chancellor, University Secretary and Director of Legal Services
University of Chester
Parkgate Road
Chester
CH1 4BJ

with a copy to:

The Principal Supervisor

and:

Registry Services
University of Chester

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Parkgate Road
Chester
CH1 4BJ

The Sponsor's scientific representative for the purpose of receiving invoices, reports and other notices shall until further notice be:

Dr. Bruno Bassano
Ente Parco Nazionale Gran Paradiso
Via Pio VII,
9 - 10135 Torino,
Italy
bruno.bassano@pngp.it

13. GENERAL

- 13.1 No Party shall be liable for delay in performing or for failure to perform obligations hereunder if the delay or failure results from any cause or circumstance whatsoever beyond its reasonable control, including any breach or non-performance of this Agreement by the other Party (hereinafter "Event of Force Majeure"), provided the same arises without the fault or negligence of such Party. If an Event of Force Majeure occurs, the date(s) for performance of the obligation affected shall be postponed for as long as is made necessary by the Event of Force Majeure, provided that if any Event of Force Majeure continues for a period of three (3) months or more, the University and the Sponsor shall have the right to terminate this Agreement forthwith by written notice to the other Party. All Parties shall use their reasonable endeavours to minimise the effects of any force majeure.
- 13.2 Clause headings are inserted into this Agreement for convenience only, and they shall not be taken into account in the interpretation of this Agreement.
- 13.3 The masculine shall include other genders and vice versa and the singular the plural and vice versa.
- 13.4 Nothing in this Agreement shall create, imply or evidence any partnership or joint venture between the University or the Student and the Sponsor or the relationship between them of principal and agent or employers and employee.
- 13.5 Neither the University nor the Sponsor shall use the name, crest, logo or registered image of the other or the other's Affiliates in a press release or promotional materials, without the prior written consent of the other; provided, however, that publication of the sums received from the Sponsor in the University's Annual Report and similar publications shall not be regarded as breach of this clause.
- 13.6 Except as expressly provided in this Agreement, nothing in this Agreement shall confer or purport to confer on a third party any benefit or any right to enforce any term of this Agreement.
- 13.7 This Agreement and its three Schedules (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. Each of the Parties acknowledges that it has not entered into this agreement in reliance on any representation, reassurance or undertaking given by the other Party.
- 13.8 This Agreement shall be governed by and construed in accordance with English Law. The English Courts shall have non-exclusive jurisdiction to deal with any dispute which may arise out of or in connection with this Agreement.

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- 13.9 If any one or more clauses or sub-clauses of this Agreement would result in this Agreement being prohibited pursuant to any applicable competition law then it or they shall be deemed to be omitted. The Parties shall uphold the remainder of this Agreement, and shall negotiate an amendment which, as far as legally feasible, maintains the economic balance between the Parties.

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IN WITNESS WHEREOF this Agreement has been signed by the duly authorised representatives of the Sponsor and the University, and by the Supervisory Team to the extent stated below.

For and on behalf of The Sponsor

Signature

Name: Pier Giorgio Mosso

Position: Acting Director of The Gran Paradiso National Park

Date:


For and on behalf of the University of Chester

Signature 

Name: Professor Eunice Simmons.....Position: Vice-Chancellor.....

Date: 30th April 2021.....

I acknowledge that I have read and understood the terms and conditions of this Agreement and accept to be bound personally by Clauses 2.7, 4, 5, 6 and 7. I also agree to use all reasonable endeavours to enable the University/Sponsor to comply with its obligations under this Agreement.

Principal Supervisor: Signature 

Name: Achaz von Hardenberg

Position: Senior Lecturer in Conservation Biology

Date: 29/04/2021

Joint Supervisor: Signature 

Name: Tessa Smith

Position: Professor Behavioural Endocrinology

Date: 4/5/2021

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FIRST SCHEDULE (PROJECT)

PROJECT TITLE: “*Biodemography of mountain ungulates in the age of climate change*”

Description of the Project

Introduction and Objectives

The Alpine ibex (*Capra ibex*) population in the Gran Paradiso National Park (GPNP, Northwestern Italian Alps) has suffered a dramatic decline over the last 25 years. We have explored the drivers of the population dynamics of Alpine ibex, and in particular the effects of climate change previously (Jacobson et al. 2004; Pettorelli et al. 2007; Mignatti et al. 2012). A full understanding of the relative contribution of extrinsic and intrinsic factors on the bio-demography of Alpine ibex is, however, still lacking. Also, we still do not know how the population dynamics of ibex is affected by site specific differences and localised environmental changes (Brambilla et al. 2020). Furthermore, despite the census methodology used for counting ibex in GPNP has remained substantially the same for more than 60 years, the uncertainty around the yearly population estimates has arguably increased over the last two decades. The currently used field methods, however, do not account for imperfect detection making it impossible to quantify the reliability of the yearly counts and their comparability with previous years. The aims of this proposal, which will form integral part of a PhD project at the University of Chester are: 1) Disentangle the relative contribution of extrinsic and intrinsic drivers of the population dynamics of Alpine ibex; 2) Investigate the biodemography of Alpine ibex at the local scale (i.e. valley and surveillance zone); 3) Develop new methodologies to integrate the currently used total counts with an estimate of detection probability and thus obtain unbiased population estimates.

Methods

This project will exploit the long term count data available for Alpine ibex in the GPNP since 1956. Capture-Mark-Resight (CMR) data for individually tagged ibex available since the 1980s will also be used to estimate age/sex specific survival trajectories and to integrate them with the count data. Similar data available for Alpine chamois (*Rupicapra rupicapra*), will be used to investigate the eventual competition with this species. Data on the presence and abundance of domestic livestock will also be used. Long term meteorological data will be obtained from local meteorological stations within the GPNP. Localised long term data on the phenology of vegetation and yearly changes in forage quality, as well as snow cover, will be obtained through remote sensing from MODIS satellite images. New methods aimed at accounting for imperfect detection during the yearly counts, will be tested in the field in collaboration with the Scientific Research Service and the Surveillance Service of the GPNP. We will use state-of-the-art Spatially Explicit Integrated Population Models (SEIPM) which integrate in the same model count data (using a state-space model at its core) and individual

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based life history data (Capture-mark-resight data of individually tagged Alpine ibex) taking into account the spatial distribution of sub-populations. Various possible field approaches (e.g. double counts, distance sampling, repeated surveys) will be compared and adapted to integrate, rather than substitute, the current total counts. Estimates of detection probability will be explicitly integrated into our SEIPMs.

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SECOND SCHEDULE (FUNDING)

POSTGRADUATE RESEARCH STUDENTSHIP FINANCIAL ARRANGEMENTS

The Studentship will be co-funded by the University of Chester and the Sponsor. For the term of the Studentship, the Studentship will fund [the Student's fees, a maintenance Stipend.

The Studentship will fund the Student's fees up to the University's standard full-time home/EU research degree fee rate for the term of the Studentship. All fees due above the home/EU rate will normally be paid by the Student. The amount payable will rise in each successive academic year in line with the research degree fee rates set by the University.

A Stipend will be paid monthly in arrears to the Student for the term of the Studentship. The Stipend rate will be determined by the National Minimum Doctoral Stipend specified annually by UKRI and will be subject to an inflationary increase (normally in line with increases in the RCUK National Minimum Doctoral Stipend) in October each year up to a maximum of a 4% increase per annum.

The table below shows a breakdown of contributions from the University and the Sponsor.

For the academic year 2020/21 the stipend will be £15,285, as determined by the National Minimum Doctoral Stipend specified by UKRI and the fee will be £4,406 determined by the 2020/21 University PG fee rate. The annual stipend and the fees have been calculated using a 2% inflationary increase (normally in line with increases in the UKRI National Minimum Doctoral Stipend).

	Year 1	Year 2	Year 3	Total
Fees per year	4,469	4,560	4,651	13,680
UoC Contribution	0	0	0	0
Sponsor Contribution	4,469	4,560	4,651	13,680
Stipend per year	15,474	15,791	16,107	47,372
UoC Contribution	12,723	13,131	13,538	39,392
Sponsor Contribution	2,751	2,660	2,569	7,980
Total Studentship Cost				
UoC Contribution	12,723	13,131	13,538	39,392
Sponsor Contribution	7,220	7,220	7,220	21,660

The University will invoice the Sponsor within thirty (30) days of the Student's starting date as specified in the Third Schedule and quarterly on the anniversary of that date for the term of the Studentship, (taking any periods of suspension of studies into account). On receipt of an invoice, the Sponsor will make payments by BACs within thirty (30) days of the invoice date. The table above indicates the contributions (exclusive of VAT).

Should this Agreement be extended or modified pursuant to clauses 9.4 or 9.5, an amended Second Schedule will be agreed in writing by both Parties.

Should the Studentship be terminated prior to the scheduled expiry date, the University will make the appropriate refund to the Sponsor within ninety (90) days of the date of termination.

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Bank Details:

Name of Bank : National Westminster Bank PLC
Sortcode : 60-40-08
Address : PO Box 8
33 Eastgate Street
Chester, CH1 1XA
Account Name : University of Chester Maintenance Account
Account No. : 79821898

IBAN : GB74NWBK60400879821898
SWIFT/BIC : NWBKGB2L

All invoices should be sent directly to:

Dr. Bruno Bassano
Ente Parco Nazionale Gran Paradiso
Via Pio VII,
9 - 10135 Torino,
Italy
bruno.bassano@pngp.it

Queries relating to finances may be directed to:
Barbara Goode, Finance Office, University of Chester, Parkgate Road, Chester, CH1 4BJ.
Telephone: 44 (0)1244 512092.
Email: b.goode@chester.ac.uk

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THIRD SCHEDULE (STUDENT)

UNIVERSITY OF CHESTER

POSTGRADUATE RESEARCH STUDENTSHIP – CONDITIONS OF APPOINTMENT AGREED BETWEEN THE UNIVERSITY OF CHESTER AND THE STUDENT NAMED BELOW

Student Name:	Matteo Panaccio	Student Id:	2026939
Project Title:	Biodemography of mountain ungulates in the age of climate change		
Principal Supervisor:	Achaz Von Hardenberg		
Sponsors:	Gran Paradiso National Park		
External Advisor:	Dr. Bruno Bassano		
Starting Date:	01/05/21		
Anticipated End Date:	31/04/24		
Reference No. RA/RO1	RA005897 / BIO20-10		

DEFINITIONS

- i. "Affiliate" means any organisation which directly or indirectly through one or more intermediaries' controls, is controlled by or is under common control with the University or a Sponsor.
- ii. "Arising Intellectual Property" means any inventions, designs, information, know-how, specifications, formulae, data, processes, methods, techniques, and other technology obtained or developed in the course of the Project and the Intellectual Property Rights therein.
- iii. "Background Intellectual Property" means any inventions, designs, information, know-how, specifications, formulae, data, processes, methods, techniques, and other technology, other than Arising Intellectual Property, used in, or disclosed in connection with the performance of, the Project and the Intellectual Property Rights therein.
- iv. "Intellectual Property Right" means any patent, registered design, copyright, database right, design right, trade mark, application to register any of the aforementioned rights, trade secret, right in unpatented know-how, right of confidence and any other intellectual or industrial property right of any nature whatsoever in any part of the world.
- v. "The Project" means the programme of research with the above title which has been approved by Marketing, Recruitment and Admissions (MRA) or Registry Services as suitable for doctoral study, is undertaken by the Student and is described in the project proposal.

THE STUDENT

- vi. The Student is a postgraduate research student (not employee) of the University and a normal prerequisite for appointment to a Studentship is an appropriate First or Upper Second Class Honours Degree, or a Lower Second Class Honours degree and Masters Degree. The Student to whom the Studentship will be awarded is chosen following a fair and open competition which accords with the University's Human Resources policies and procedures on recruitment and selection.

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- vii. The Student has a commitment to investigations associated with the approved research project, to reading, to assessed work (where appropriate), to tuition via a programme of related studies and to general research training. The Student is expected to devote themselves to work related to their studies for a minimum of 35 hours per week (pro rata for part time students) over 46 weeks of the year.
- viii. The Student is required to register for a higher degree. In the first instance this is normally for MPhil with the possibility of transfer to PhD.
- ix. The Student shall familiarise himself or herself and comply with the Regulations for the Award of Degrees of Master of Philosophy and Doctor of Philosophy of the University of Chester and with University Regulations concerning research and the supervision of research students. Copies of the relevant documents are made available at Induction sessions which take place three times each Academic Year.
- x. The Student is permitted to undertake an appropriate amount of teaching and other Departmental duties as considered suitable by the Head of Department within which they work and by their supervisors. For such work, they will be paid as postgraduate demonstrators or part-time lecturers depending on the nature of the duties and, for a full time student, such activities should not normally occupy more than six contact hours in total per week. There is no limit on the number of hours paid work that may be undertaken by a part time student.
- xi. The Student will receive an annual tax-free stipend, funded jointly by the University and the Sponsor, which will be paid in monthly instalments. For the academic year 2020/21, the stipend will be £15,285, as determined by the National Minimum Doctoral Stipend specified by UKRI, and will be subject to an inflationary increase (normally in line with increases in the UKRI National Minimum Doctoral Stipend) in October each year up to a maximum of a 4% increase per annum. Additional (taxable) income, such as that deriving from teaching commitments, does not normally prejudice the tax-free status of the stipend.
- xii. Payment of tuition fees by the Student up to the UK/EC rate is normally waived. Such fees are normally paid by the University. All fees due above the UK/EC rate will normally be paid by the Student.
- xiii. The Student is eligible for membership of the Student's Union of the University.
- xiv. The duration of the Studentship appointment is normally 3 years for full time study from the starting date (taking into account any periods of suspension of studies), but this is dependent upon progress made, which will be reviewed regularly. In particular, renewal of the Studentship for the second year of study is conditional on satisfactory completion by the Student of the probationary review process; renewal of the Studentship for the third year of study is conditional on satisfactory completion by the Student of the process to upgrade from MPhil to PhD.
- xv. No funding will be available beyond the end of the third year of study. In particular, all fees due from the start of any fourth year of study will normally be paid by the Student.
- xvi. The University reserves the right at any time to terminate the appointment in the event of research misconduct or other misconduct on the part of the Student, and at any time after the first six (6) months of the Studentship if it does not reasonably consider that satisfactory academic progress is being made. If satisfactory academic progress is demonstrated within a ninety-day notice period, then the termination shall not take effect.
- xvii. During any periods of suspension of studies or suspension or exclusion of the Student for other reasons, the Student shall not be entitled to receive any Studentship payments for the term of the suspension.

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- xviii. In the event that prior to the scheduled expiry date of the Studentship the Student withdraws from their programme of study or their registration is terminated by the University on account of research misconduct other misconduct on the part of the Student or for lack of satisfactory academic progress, the Studentship and all associated payments will terminate with effect from the date of withdrawal or termination of registration.
- xix. In the event that the Student withdraws from their programme of study on unreasonable grounds, the University reserves the right to take all necessary steps to recover an appropriate proportion of the Studentship payments made to the Student prior to termination.
- xx. The Studentship, and all associated payments, will normally cease upon the date of submission of the thesis if this is earlier than the scheduled expiry date of the Studentship.
- xxi. In the event that the Sponsor does not make any of the payment due to the University for any reason, the University shall be entitled to withdraw the Studentship and to terminate this Agreement.

THE PROJECT

- xxii. The Student will conduct the Project under the main supervision of the Principal Supervisor. The project, supervision team and the general arrangements for the research to be undertaken are approved from time to time by Marketing, Recruitment and Admissions (MRA) or Registry Services.
- xxiii. The Student will maintain regular and frequent contact with their supervisors and in particular, will promptly submit monitoring reports at least monthly and on an annual basis, no later than given deadlines. The University, through the Principal Supervisor and the Student are required to inform the Sponsor of the progress of the Project at meetings normally held at intervals of not more than six months. At the reasonable request of the Sponsor, the University, through the Principal Supervisor and the Student, are required to supplement the meetings with written reports, and the Student is required to provide the Sponsor with a bound copy of their thesis. The Student will attend such meetings as may be necessary for the purposes of the Project.

Where the Student is required to or attends the Gran Paradiso National Park for the purpose of the Project, the Student undertakes to comply with all reasonable rules and safety and other regulations communicated to him/her by the Sponsor and which the Sponsor may reasonably prescribe during any period(s) of attendance.

INTELLECTUAL PROPERTY, PUBLICATION, THESIS

- xxiv. All ideas, materials or work produced by the Student during the programme of study and all Arising Intellectual Property therein are the absolute property of the University (and/or the Sponsor in the case of intellectual property generated or developed jointly with the Sponsor) and Arising Intellectual Property is to be managed in accordance with the Postgraduate Studentship Agreement between the University and the Sponsor.
- xxv. In accordance with normal academic practice the Student is permitted, following the procedures laid down in Clause xxiv, to publish Arising Intellectual Property or discuss Arising Intellectual Property in internal seminars, and to give instructions within the University on questions related to such work.
- xxvi. All proposed publications (including, but not limited to, scientific/academic publications, patent applications and non-confidential presentations), must be submitted in writing to the Sponsor for review at least thirty (30) days before submission for publication or before presentation, as the case may be. The Sponsor may require the deletion from the publication of any Background Intellectual property of the Sponsor, or an

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amendment to the publication through which commercially sensitive Background Intellectual Property is disguised to the satisfaction of the Sponsor. The Sponsor may also request the delay of the publication if in the Sponsor's opinion the delay is necessary in order to seek patent or similar protection to Arising Intellectual Property owned by the Sponsor. Any delay imposed on publication shall not last longer than is reasonably necessary for the Sponsor to obtain the required protection; and shall not exceed six (6) months from the date of receipt of the proposed publication by the reviewing Party. Notification of the requirement for delay in publication must be received by the University within thirty (30) days after receipt of the proposed publication by the Sponsor, failing which the University is free to assume that the Sponsor has no objection to the proposed publication.

- xxvii. Any publication in a scientific/academic journal must give due acknowledgement to the financial and/or intellectual contribution of the University and Sponsor in accordance with standard academic practice.
- xxviii. The Student is required to follow the University's regulations for the submission of the Thesis or Theses for examination. In any event, the Student must submit a draft Thesis to the Principal Supervisor at least thirty (30) days prior to the date for submission for examination.
- xxix. The Student may not, without the Sponsor's express written consent, include in any Thesis any Background Intellectual Property or Arising Intellectual Property belonging solely to that Sponsor, which is not directly related to the Project.
- xxx. The Student is required to ensure that at the same time that the approved Thesis is deposited in the University's library a copy thereof is also provided to the Sponsor.

CONFIDENTIALITY

- xxxi. The Student is required to undertake to use reasonable endeavours to keep confidential and not to disclose to any third party or to use themselves other than for the purposes of the Project or as permitted under clauses xxix–xxxi of these conditions any confidential or secret information in any form directly or indirectly belonging or relating to the University, the Sponsor, or their Affiliates, business or affairs disclosed to or received by the Student in the course of the Project, including without limitation any Background Intellectual Property or Arising Intellectual Property of the University or the Sponsor or any jointly owned Arising Intellectual Property ("Confidential Information").
- xxxii. The Student will use reasonable endeavours not to disclose Confidential Information of the University or the Sponsor except to those officers, employees, students, agents and contractors to whom, and to the extent to which, such disclosure is necessary for the purposes of the Project and to ensure that all such personnel are bound by terms of confidentiality equivalent to those contained herein.
- xxxiii. The obligations relating to Confidential Information contained in these conditions shall survive the expiry or termination of the Studentship for any reason, but shall not apply in relation to Confidential Information excluded by Clause 5.3 of the Postgraduate Studentship Agreement between the University and the Sponsor.

LIABILITY

- xxxiv. Neither the University nor the Student makes any representation or warranty that advice or information given by the Student, the Principal Supervisor or any other of the University's employees, students, agents or appointees who works on the Project, or the content or use of any materials, works or information provided in connection with the Project, will not constitute or result in infringement of third-party rights.
- xxxv. The University and the Student accept no responsibility for any use which may be made of any work carried during the Project, or of the results of the Project, nor for any

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reliance which may be placed on such work or results, nor for advice or information given in connection with them.

xxxvi. The Sponsor has undertaken to make no claim in connection with the Studentship against the Student, the Principal Supervisor or any other employee, student, agent or appointee of the University (apart from claims based on fraud or wilful misconduct).

QUERIES

xxxvii. Any queries relating to the Regulations or to the conditions attaching to the Studentship or its payment should be made to the Principal Supervisor.

I acknowledge that I have read and understood the above conditions and agree to be bound by and comply with them.

Signature

Date: Name: