

**CM2-INCMN/301/7/PI/016/2021**

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| **DATED, April 22,2022** |
| **THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD****and****EL INSTITUTO NACIONAL DE CIENCIAS MEDICAS Y NUTRICION SALVADOR ZUBIRAN** |
| **AMENDMENT AGREEMENT #2** **to Collaborative Research Agreement INCMN/301/7/PI/016/2021 dated March 16, 2021.****relating to” Global Burden of Disease and Geospatial Analysis of Antimicrobial Resistance (AMR)”** |

OU/LSO/0253/v2

# CONTENTS

1. [DEFINITIONS AND INTERPRETATION 3](#_bookmark0)
2. [AMENDMENTS TO THE ORIGINAL AGREEMENT 3](#_bookmark1)
3. [CONTINUITY 4](#_bookmark2)
4. MISCELLANEOUS Error! Bookmark not defined.
5. [MISCELLANEOUS 4](#_bookmark3)



OU/LSO/0253/v2

Page **2** of **5**

**THIS AGREEMENT** is made on April 22, 2022 **BETWEEN**:

1. **THE UNIVERSITY OF OXFORD**, whose administrative office is at University Offices, Wellington Square, Oxford, OX1 2JD, United Kingdom (the “**University**”); and
2. **EL INSTITUTO NACIONAL DE CIENCIAS MEDICAS Y NUTRICION SALVADOR ZUBIRAN** Av. Vasco de Quiroga #15 Col. Belisario Dominquez seccion XVI Alcaldia Tlalpan c.p.14080 **(the ‘Collaborator’)**

each a “**Party**” and collectively the “**Parties**”, who ratify that they are empowered to execute this amendment agreement, since their powers for such purpose have not been modified or revoked.

# BACKGROUND

1. The parties entered into an agreement on 16th March 2021, which was amended on 29th June 2021 to regulate the terms of the collaborative work to be performed on the Project titled “Global Burden of Disease and Geospatial Analysis of Antimicrobial Resistance (AMR)” (the “**Original Agreement**”).
2. The parties have agreed to amend the Original Agreement, and amendments, as set out in this agreement.
3. This agreement is supplemental to the Original Agreement.

**IN CONSIDERATION OF** the mutual understandings contained in this agreement the parties agree as follows:

# NOW IT IS AGREED as follows:

# DEFINITIONS AND INTERPRETATION

* 1. The rules of interpretation of the Original Agreement shall apply to this agreement as if set out in this agreement as if set forth in this Amendment, except that references in the original Agreement and the First Amendment referred to as 'this Agreement' shall be construed as references to this Amendment.
	2. Unless the context otherwise requires, references in the Original Agreement to "**this agreement**" will be to the Original Agreement as modified by the first amendment and this second amendment.

# AMENDMENTS TO THE ORIGINAL AGREEMENT

* 1. The Original Agreement shall be amended with effect on and from 31st March 2022 (the Effective Date).
	2. The Parties agree to the following amendments to the Original Agreement and the First Amendment as set out below
	3. Clause 3.1 Termination in the original agreement will be replaced in it’s entirety with:

OU/LSO/0253/v2

Page **3** of **5**

3.1 This Agreement shall be entered into from the 31st March 2022 (the Effective Data) and will continue in effect until the completion of the Work and end of the Project on 30th September 2022 (“Term”), unless terminated earlier in accordance with the Agreement. The tasks to be undertaken by the Collaborator for the Work are those described in Schedule 1 of this Agreement. The Collaborator agrees to perform such tasks with reasonable skill and care within the scope of the Work.

# CONTINUITY

* 1. The provisions of the Original Agreement shall, save as amended in this agreement, continue in full force and effect, and shall be read and construed as one document with this agreement.

# COUNTERPARTS

* 1. This agreement may be executed and delivered in any number of counterparts, each of which is an original and which, together, have the same effect as if each party had signed the same document.

# MISCELLANEOUS

* 1. This agreement is formed in English and Spanish. In the event of inconsistencies between the versions, the Spanish version shall be considered the original. In case of conflict, the Spanish version shall prevail and shall therefore be the binding version for both Parties.

**IN WITNESS of this Agreement**, the Parties have executed this Agreement through their duly authorised representatives.

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| **SIGNED** for and on behalf of **THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF****OXFORD** |
| Gavin BrownName:  |
| Title: Research Contracts Lead |
| 09 May 2022 |



OU/LSO/0253/v2

Page **4** of **5**

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| **SIGNED** for and on behalf of **EL INSTITUTO NACIONAL DE CIENCIAS MEDICAS Y NUTRICION SALVADOR ZUBIRAN** |
| Name: **Dr. David Kershenobich Stalnikowitz** |
| Title: **Director General** |
| Date: |
| **SIGNED** by **DIRECTOR OF RESEARCH** |
| Name: **Dr. Gerardo Gamba Ayala** |
| Title: **DIRECTOR DE INVESTIGACIÓN** |
| Date: |
| **SIGNED** by **PRINCIPLE INVESTIGATOR** |
| Name: **Dr José Sifuentes Osornio** |
| Title: Principal Researcher |
| Date: |

**LEGAL REVIEW**

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**LCDA. LIZET OREA MERCADO**

**HEAD OF THE LEGAL DEPARTMENT**



OU/LSO/0253/v2

Page **5** of **5**