

PARTE 3

Detalles del Presupuesto

Universidad de Dundee

Incurción Directa	Solicitud	Otorgado por el Fideicomiso Wellcome
Salarios	£0	£0
Viajes y viáticos	£21,000	£19,500
Consumibles	£12,000	£12,000
Extra fondos flexibles	£0	£5,560
Equipo	£0	£45,150
Extra por inflación	£0	£2,224
Directamente asignado		
Investigadores	£0	£0
Propiedades	£0	£0
Costos Indirectos	£0	£0
TOTALES	£33,000	£84,434

Universidad Nacional Autónoma de México

	Solicitud	Otorgado por el Fideicomiso Wellcome
Incurción Directa		
Salarios	£42,000	£42,000
Viajes y viáticos	£0	£3,000

Consumibles	£86,400	£87,058
Equipo	£45,150	£0
Animales	£13,680	£13,680
Directamente Asignado		
Investigadores	£0	£0
Propiedades	£0	£0
Costos Indirectos	£0	£0
TOTALES	£187,230	£145,738

JOINT AWARD AGREEMENT

THIS JOINT AWARD AGREEMENT (the "Agreement") IS ENTERED INTO BY:

The University of Dundee, a registered Scottish charity (charity number SC015096), having its principal office at Nethergate, Dundee, DD1 4HN, Scotland, UK ("Dundee");

And

The Instituto Nacional de Ciencias Médicas y Nutrición Salvador Zubirán, Molecular Physiology Unit, National University of Mexico, Instituto de Investigaciones Biomedicas, Vasco de Quiroga No. 15 Tlalpan, Mexico City, 14000 Mexico ("Mexico");

And

Medical Research Council, whose principal office is at 20 Park Crescent, London, W1B 1AL ("MRC")

hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS:

- A. The Wellcome Trust (as defined below) has made an award to Dundee and Mexico for a project entitled "Modulation of renal NaCl transporter via angiotension II-WNK4-SPAK signalling pathway" (the "Project").
- B. The Parties' collaboration on the Project will commence on 1 July 2010, notwithstanding the date or dates of signature hereto.
- C. The Parties hereby confirm their intention to regulate their rights and obligations arising from the award in accordance with the following terms and conditions.

NOW THEREFORE IT IS AGREED AS FOLLOWS:-

1. Definitions

In this Agreement the following terms shall have the following meanings unless the context otherwise requires:

"The Wellcome Trust" means the Registered Charity No. 210183, 215 Euston Road
London NW1 2BE;

"Award Letter" means the award letter referenced 091415/Z/10/Z and dated 1 June 2010, a copy of which is attached hereto as Part 1 of the Schedule

"Background Intellectual Property" means intellectual property, other than Foreground Intellectual Property, which are owned by or controlled by a Party which are necessary either for the carrying out of the Project or for the exploitation of the results

"Foreground Intellectual Property" means any and all intellectual property created, devised or discovered by the Parties in conducting the Project

"Schedule"

means the schedule, annexed and executed as relative hereto.

2. The Award

The total amount awarded to the Project amounts to TWO HUNDRED AND THIRTY THOUSAND, ONE HUNDRED AND SEVENTY TWO POUNDS (£230,172) STERLING, payable in accordance with the Award Letter.

3. Breakdown of Award

The Parties shall receive no more than:

Dundee: EIGHTY FOUR THOUSAND, FOUR HUNDRED AND THIRTY FOUR POUNDS (£84,434) STERLING.

Mexico: ONE HUNDRED AND FORTY FIVE THOUSAND AND SEVEN HUNDRED AND THIRTY EIGHT POUNDS (£145,738) STERLING.

Amounts payable are subject to variation agreed between the Parties and are made in accordance with the terms and conditions governing the award. The breakdown of payments to each of the Parties is in accordance with Part 3 of the Schedule.

4. Payment Arrangements

Payment shall be made by Dundee to Mexico quarterly in arrears and within 30 days of receipt of a valid invoice reporting actual expenditure, subject always to receipt of sufficient funds from the Wellcome Trust. All invoices should be marked for the attention of 'The Research and Commercial Finance Manager, Finance Office, University of Dundee'.

5. Conditions of Award

The Parties hereby agree to comply with all terms and conditions attached to the award by the Wellcome Trust, as attached hereto in Part 2 of the Schedule in so far as they relate and apply to that Party's involvement in the Project.

6. Intellectual Property

6.1 Where free to do so, each Party shall grant to the other Party a non-exclusive royalty free licence to use any Background Intellectual Property as is reasonably required to enable said party to carry out their respective part of the Project. For the avoidance of doubt, all Background Intellectual Property shall remain the property of the Party introducing the same.

6.2 Any Foreground Intellectual Property, generated and/or conceived by both Parties (hereinafter "Joint Results") shall be owned by such Parties jointly. The Parties will enter a further revenue sharing agreement in respect of the Joint Results, where necessary to do so, to agree a fair and reasonable distribution of any exploitation income, taking account of the roles of each Party in the generation of the Joint Results and any management of exploitation. For the avoidance of doubt independent results arising from work on the Project carried out by members of staff of either of the Parties shall remain the property of the said Party.

Indemnities and Liability

Each Party shall indemnify the other Party and shall be liable for any losses, liabilities, claims and expenses actually suffered by another Party as a direct result of the negligent or wilful acts and omissions of itself and of its employees, agents or subcontractors in relation to the Project provided always that such indemnity shall not extend to claims for indirect or consequential loss or damages such as but not limited to loss of profit, revenue, contracts or the like even if such loss was reasonably foreseeable or the parties had been advised of the possibility of same.

Each Party shall be solely liable for any loss incurred by, or damage or injury to third parties resulting from the implementation by that Party of its share of the Project.

Each Party's aggregate liability to the other Party under this Agreement shall be limited to an amount equal to the sums payable to that Party under this Agreement. Nothing in this Agreement shall affect any Party's liability to any other Party for death or personal injury resulting directly from its own or that of its employees', agents' or sub-contractors' negligence which liability shall not be limited.

8. Publication

The Parties shall be entitled to publish articles relating to the Project or the results of the Project in journals, magazines or other professional publications, or to present papers relating to the Project and/or the results at seminars or conferences, or on the world wide web.

Prior to any such publication, the publishing Party shall forward the proposed publication to the other Party for review. The reviewing Party shall have a period of thirty (30) days from the date of posting of said publication in which to intimate, in writing, to the publishing Party that such publication contains confidential information belonging to that Party. In the event that the publishing Party has received no intimation within the said thirty (30) days, the publishing Party shall be free to publish and/or present the appropriate text.

All publications shall acknowledge the Wellcome Trust and where appropriate the other Party.

9. Repayment of Funds

If Wellcome Trust claims any reimbursement of any of the award as a result of a failure to properly implement the Project or comply with the terms and conditions of the award, each Party in relation to whose performance or non-performance such claim relates shall indemnify the other Party in respect thereof.

10. Third Parties

Except as otherwise expressly provided for herein, the Parties confirm that nothing in this Agreement shall confer or purport to confer on any third party any benefit or any right to enforce any term of this Agreement.

11. Law

This Agreement and the Parties hereby submit to the

IN WITNESS WHEREOF these presents consisting of this and the preceding three pages, together with the schedule are executed as follows:

SIGNED ON BEHALF OF DUNDEE

Full Name: D Taylor
Designation: Director
Research &
Innovation Services

Signed: *[Signature]*
Date: 1/10/10

Witness:
Full Name: *B. Lynch*
Address: *BARBARA LYNCH
11 PERTH ROAD
DUNDEE DD1 4HA*

SIGNED ON BEHALF OF MEXICO

Full Name: FRANCISCO JAVIER
Designation: DIRECTOR DE ADMINISTRACION
LOPEZ-BARCENAS

Signed: *[Signature]*
Date: 20/Sept/10

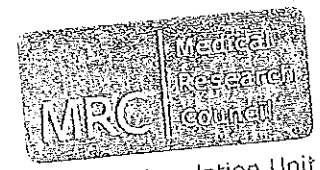
Witness:
Full Name:
Address:

SIGNED ON BEHALF OF MRC

Full Name: *NICHOLAI HELB*
Designation: *P.*

Signed: *N.R. Helb*
Date: 20/10/10

Witness:
Full Name:
Address:



Protein Phosphorylation Unit
Sir James Black Centre
University of Dundee
DD1 5EH, Scotland, UK

Agreement shall be interpreted and applied in accordance with the Law of Scotland and the Parties hereby submit to the jurisdiction of the Scottish Courts.
IN WITNESS WHEREOF these presents consisting of this and the preceding three pages, together with the schedule are executed as follows:

SIGNED ON BEHALF OF DUNDEE

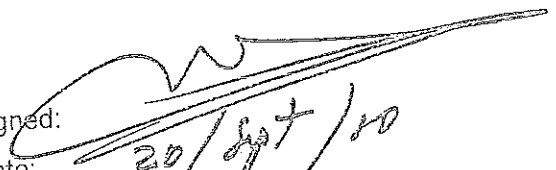
Full Name:
Designation:

Signed:
Date:

Witness:
Full Name:
Address:

SIGNED ON BEHALF OF MEXICO

→ Full Name: FRANCISCO JAVIER LOPEZ BARCENAS
Designation: DIRECTOR DE ADMINISTRACION

Signed: 
Date: 20/09/20

Witness:
Full Name:
Address:

SIGNED ON BEHALF OF MRC

Full Name:
Designation:

Signed:
Date:

Witness:
Full Name:
Address: