

Our Ref: RED ID []/RCC/LS/13011
Date: [Insert date]

University of Wisconsin-Milwaukee
Dr. Glen Fredlund,
CES Director,
P.O. Box 413
University of Wisconsin-Milwaukee,
Milwaukee, WI 53201

For the attention of Dr Glen Fredlund

Dear Dr Fredlund

Being Developed? Comparing the experiences of economic and social development among indigenous groups in Malaysia and Costa Rica (“the Project”)

- 1 **Bournemouth University Higher Education Corporation** of Poole House, Talbot Campus, Fern Barrow, Poole, Dorset, BH12 5BB, UK (“**BU**”) has been awarded funding from the Higher Education Funding Council for England’s Global Challenge Research Fund (the “**Funding**”). On 1 April 2018 responsibility for managing the Funding transferred to Research England (the “**Funder**”).
2. The aims of the Funding are to support cutting-edge research that addresses the challenges of economic development and well-being faced by developing countries on the Organisation for Economic Co-operation and Development (OECD) Development Assistance Committee (DAC) list. Following an internal competition, BU has chosen to support the Project from the Funding.
- 3 On behalf of BU, I am pleased to confirm our desire to collaborate with you on the Project, as more particularly described in Part 1 of the Schedule (“**Project Summary**”) in accordance with this Agreement and its schedules (the “**Agreement**”). Each of BU and you shall be a “Party” and collectively “the Parties” to this Agreement.
- 4 The Project shall commence on 01 June 2018 and shall continue until 01 June 2020 (the “**Term**”).
- 5 The tasks to be undertaken by you under this Agreement are those set out at Part 1 of the attached Schedule (the “**Allocated Work**”). You shall perform these tasks using all due diligence, skill and care. You undertake not to conduct yourself (whether by act or omission) in such a manner that would cause damage to BU’s reputation.
- 6 The Project shall be performed by or under the direction and supervision of the Principal Investigator and Co-investigators. Meetings to discuss the Project and its progress will be held regularly over the period of the Project, either in person, by telephone, or using video conferencing media. They shall be convened by BU’s Professor Sara Ashencaen Crabtree as “Principal Investigator” and attended by the Co-Investigator, Dr Mai Morshidi Phillips, from your organisation, as often as possible. Meetings shall be the forum to discuss changes to the Project, personnel, resources, publications, creation of results and any proposed exploitation.

- 7 In respect of the Allocated Work, you will provide the necessary infrastructure, materials, equipment and support staff to complete such work and to carry out that work diligently within the scope of the Project.
- 8 BU shall arrange and pay for travel and accommodation costs in relation to setting up planning and consultancy meetings in Costa Rica in June 2018 and August 2018. We are seeking to support accommodation and subsistence costs for your staff on fieldtrips in August 2018 and 2019 together with supporting the inclusion of an intern student from your university under Dr Phillips' supervision, where appropriate. The costs will be up to a maximum value of £600 to support your involvement in the Project. Arrangements for this will be agreed between the Parties during the Term.
- 9 Any intellectual property created in the course of the Project shall be owned by the Party that generates it. Each Party hereby grants to the other Party the right to use such intellectual property in the course of the Project and for academic research, academic publications and teaching purposes. Nothing in this Agreement shall affect the ownership of any background intellectual property (being any intellectual property owned by a Party prior to the commencement of the Project or generated by a Party outside the scope of the Project) used in the implementation of the Project.
- 10 You shall procure that in carrying out the Project, you will comply with all applicable laws, regulations and statutes, including those relating to anti-bribery, modern slavery and data protection.
- 11 Either Party may at any point during the Term end this Agreement and withdraw from the Project by written notice to the other Party if the other Party has materially failed to comply with the terms of this Agreement and, where any such breach is remediable, has failed to remedy such breach within 30 days of having been notified of the breach.
- 12 Notices must be served in person or sent by prepaid registered post or courier with proof of delivery to the relevant address below or to a different address, that one Party tells the other in writing.
 - E-mail is not a valid method of serving notices under this Agreement.
 - Address for notices:

BU: Paul Lynch, Project Delivery Manager, Bournemouth University, M402, Melbury House, 1-3 Oxford Road, Bournemouth, Dorset, BH8 8ES, UK
Copy to:
Legal Services (Ref: RCC/LS/13011), Bournemouth University, Melbury House, 1-3 Oxford Road, Bournemouth, Dorset BH8 8ES, UK

University of Wisconsin-Milwaukee:
Dr. Tracy Buss
Assistant Director for International Partnerships
Center for International Education
University of Wisconsin-Milwaukee
Garland Hall, Room 110
Milwaukee, WI 53201
- 13 The Parties shall comply with the additional provisions set out at Part 2 of the attached Schedule.

- 14 The provisions of clauses 9, 13, 14, 15 and 16 and paragraphs a) and b) of Part 2 of the attached Schedule shall survive termination or expiry of this Agreement.
- 15 The Parties will use their best efforts to negotiate in good faith and resolve any dispute or difference arising between them in respect to the interpretation of, or any matter arising out of, the performance or breach of this Agreement. If any such dispute cannot be settled through ordinary negotiations by the representatives of the Parties, either Party may give the other Party notice that it wishes to refer such dispute to the Chancellor or Vice Chancellor of each Party (or their respective designees), in which event, such individuals will, during a 60 day period following the date of such notice, attempt to resolve such dispute. For any disputes that cannot be settled amicably, the Courts of Wisconsin shall be the exclusive forum for any Court proceedings instigated against the University of Wisconsin-Milwaukee by Bournemouth University and they will interpret this Agreement in accordance with the laws of Wisconsin the Courts of England and Wales shall be the exclusive forum for any Court proceedings instigated against Bournemouth University by the University of Wisconsin-Milwaukee University and they will interpret this Agreement in accordance with the laws of England and Wales.
- 16 This Agreement will be executed in two (2) originals in the English language.

I should be grateful if you could arrange for both copies of this Agreement to be signed and dated by an authorised signatory and return one to me for BU's records. The other should be retained by you for your own records.

Yours sincerely

[Insert full name of Authorised Signatory]

Authorised Signatory of **Bournemouth University Higher Education Corporation**

Accepted for and on behalf of the authorised contract signatory for University of Wisconsin-Milwaukee:

Signature: _____

Name: _____

Position: _____

Date: _____

Part 1 of the Schedule – Project Summary and Allocated Work

Project Summary

Background: Indigenous people number approximately 370,000 people across 90+ countries, but comprise some of the most impoverished and disenfranchised groups globally. Exploitation and appropriation of their territories are implicated in contemporary social and economic developments across the world. In the drive towards full development status Malaysia and Costa Rica have sought different paths towards sustainable development, e.g. via plantation of monoculture and heavy industry in Malaysia; or ring-fencing of ‘protected areas’ in the pursuit of eco-tourist dollars in Costa Rica. In either case these national drivers hold serious implications for the future of indigenous communities, leading to their entrapment in endemic poverty.

Rationale: Each country heavily exploits their natural resources as lucrative sources of revenue where self-development unevenly enriches individuals and nations. Both countries commit to the UN Sustainable Development Goals (SDGs) but economic development stands accused of environmental disruption upon which people, plants and animals depend in symbiotic relationships. The voices of indigenous people at tables of political power are typically silenced and their lifestyles and claims marginalised, although the reliance of indigenous people upon the land is recognised in the UN Declaration of the Rights of Indigenous People (UNDRIP) and UNESCO biosphere reserves.

Dissonance between worldviews, perceptions of development of indigenous groups and majority governments causes friction, tension and misunderstandings. These can lead to precarity, conflict, exclusion and the disenfranchisement of indigenous groups from discussions of their futures and from support or resources to achieve these.

Aims: The interdisciplinary two-year study will enable Orang Asli indigenous groups in Malaysia to gain access to and benefit from contact with counterparts in Costa Rica, and vice versa, creating constructive dialogues, where grievances as well as a solution-focused approach will be explored for national policy change. A cycle of developing dialogues will focus on problem identification of maintaining indigenous lifestyles and how national SDG can be made to work for the benefit of indigenous peoples locally, leading to enhanced poverty reduction (SDG 1), conservation of native territories (SDG 15), better health and wellbeing (SDG 3), reduced social inequalities (SDG 10), and ensuring that habitats are more sustainable for all citizens (SDG 11).

Methods: Two groups composed of indigenous representatives: the Orang Asli in Malaysia and the Bribri people of Costa Rica, plus international professional facilitators, will be brought together to focus on how best to achieve genuine ‘voice’ for self-advocacy in policy development. Supportive, capacity-building dialogues using authentic indigenous methodologies will create the development of accessible, indigenous bio-cultural ‘experiential’ story book’ narratives together with ‘vignettes’ of alternative approaches towards an inclusive, respectful social policy.

Outcome: The outcome of this novel study involves A) developing a strong network of international partnerships, between indigenous groups cross-culturally and the facilitating academic institutions and agencies. B) dissemination of the ‘story book’ narratives to national audiences and linking these into wider networks of global indigenous activism, such as the UN Global Compact and the Indigenous Environmental Network (<http://www.ienearth.org>) for great exposure, information sharing and support. C) Enabling pump-priming towards the development of a larger international project.

Allocated Work

The University of Wisconsin-Milwaukee’s Co-Investigator, Dr Phillips will be helping to shape the direction of the Project as part of a steering group that will be created. Dr Phillips will

provide advice on the ethno-botany aspects of sustainable conservation and micro-enterprise for indigenous communities and provide assistance to the Principal Investigator during the Term of the Project specifically during the data gathering and data analysis periods during years 1 and 2 of the Project.

Part 2 of the Schedule – Additional Provisions

a) Use of name and logo:

- i. Neither Party shall use the other Party's name or logo in any press release or product advertising, or for any other promotional purpose, without the other Party's prior written consent.

b) Publicity:

- i. The Parties agree that researchers engaged in the Project shall be permitted to present at symposia and professional meetings, and to publish in journals, theses or dissertations subject to paragraphs b) ii. and b) iii. below.
- ii. If a Party wishes to publish any publication containing another Party's confidential information, it shall submit the details of such proposed publication to the other Party ("Approving Party") at least 30 days before the intended date of publication. If the publishing Party does not receive written notification of the Approving Party's views within the 30 days then it shall deem that the Approving Party has no objections to the publication being released.
- iii. Where appropriate, recognition will be given in publications arising from the Project to the contribution of both Parties.
- iv. Pursuant to periodical assessment by the Funder, BU is obliged to meet the ODA reporting standards and demonstrate how the Funding has been used for the Project. To this effect you agree to provide to BU reports on any aspect of the Project relating to your Allocated Work (to include effects, changes or benefits to the economy, society, public policy or services, health and the environment) and/or to provide BU with reasonable assistance in writing case reports for the Funder when reasonably requested to do so.
- v. BU may submit case studies relating to the Project to the Funder. These submissions will be made on a confidential basis if the case study contains your confidential information.

c) Assignment:

- i. Neither Party shall be entitled to assign, transfer, sub-licence or sub-contract any of its rights or obligations under this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed).

d) ODA:

- i. In carrying out the Project, the Parties agree to comply with the UK's Official Development Assistance (ODA) rules and regulations, further details of which are described at <https://www.gov.uk/government/collections/official-development-assistance-oda--2> and <https://www.oecd.org/dac/stats/34086975.pdf>.