

STRATEGIC COLLABORATION AGREEMENT
BETWEEN
LIFE SCIENCES INSTITUTE OF ZHEJIANG UNIVERSITY
AND
GURDON INSTITUTE OF THE UNIVERSITY OF CAMBRIDGE
IN
THE FIELD OF LIFE SCIENCES

Party A: Life Sciences Institute, Zhejiang University

Party B: The Gurdon Institute, University of Cambridge

In order to establish long-term strategic research partnership between Party A and Party B, and further advance education of young talents in life sciences with a global vision, both parties have agreed on establishing a Collaborative Doctoral Training Program (CDTP), and other supportive measures including joint academic symposium, visiting scholar plan, and Distinguished Fellow plan. Both parties understand the following provisions applied to the agreement.

1. Overview of CDTP

- 1) Both parties are world-leading research institutions in the field of life sciences and share common research interests and complementary strengths. In order to foster future scientists with outstanding abilities in innovation with a global vision, both parties have agreed on establishing the CDTP.
- 2) Size of annual admission: students admitted to the CDTP from each party should not exceed five in any given academic year.
- 3) Duration of collaborative training: 12 months. Students admitted to the CDTP will conduct research on a collaborative project in a host laboratory of the other party as regulated by the following articles. According to research needs, an extension may be considered by relevant committees of both parties, but the entire duration of collaborative training shall not exceed 24 months.
- 4) Enrollment and degree: during training at the host party, students in the program

should be enrolled at their home university. Students will hold visiting student status at the host party and in no circumstances will be candidates for enrollment or degrees. CDTP does not confer a joint degree, besides the Ph.D. degree that is to be conferred by the home university of participating students, upon the fulfillment of all degree requirements.

2. Eligibility and Admission

- 1) Candidates are enrolled full-time student of a doctoral program at either party, and should have been registered for at least one year before nomination to be a candidate for CDTP.
- 2) Language requirements. Candidates should be proficient in English, and non-native speakers should provide satisfactory English language exam scores within two (2) years of application deadline. Overall IELTS score of at least 6.5 or TOEFL at least 95, with IELTS speaking component not less than 6.5 and no component less than 5.5, or TOEFL speaking score not less than 20 and no component less than 18.
- 3) Candidates should be nominated by an advisor group formed by at least 1 Principal Investigator (PI) from party A, and 1 PI from party B. The home party should form a selection committee to interview candidates for academic qualification, English proficiency, and personal motivation, and nominate no more than ten (10) candidates.
- 4) Host party should form an admission committee to interview candidates, and admit no more than five (5) students into the program in an academic year.
- 5) Candidates should submit personal statement, language test certificates, and other supporting materials as instructed, and should allow both parties to read and verify the materials.
- 6) Application should be submitted in October every year, and admission should be notified by December 31. Admitted students should arrive at the host laboratory within the next year.

3. Training Program

- 1) PIs of both parties are responsible for conceiving collaborative projects and form advisor groups after adequate communications. By nominating candidates, the

advisor group confirms that upon admission, the student should be sent and accepted as planned, and a co-supervising mechanism should be formed to give sufficient support and supervision to the participating student. Co-advisors will take primary responsibility for guiding the student during the collaborative training. Each co-advisor is responsible for ensuring that the other co-advisor is aware of all research activities in which the student is involved in during the collaborative training.

- 2) Following the agreement of the collaborative project, participating students attending training at party B should sign and return the Student Visitor Agreement as set out in Schedule 1 prior to commencement of the program.
- 3) Students in the CDTP should fulfill registration requirements and other degree requirements of their home university. Participating students should focus on collaborative project research during training at the host institution. A progress report should be submitted every half a year. A written final report should be submitted, and oral presentations will be arranged.
- 4) Participating students are allowed to sit in on courses with lecturers' permission during training at the host institution. However, the participating students cannot officially enroll or be given official credits, and taking courses should not interfere with the collaborative research.
- 5) After completion of the collaborative training at the host institution, and approval of the final report, the Life Sciences Institute of Zhejiang University and Gurdon Institute of the University of Cambridge will jointly issue a certificate indicating successful completion of the CDTP.
- 6) Withdrawal from the program must be approved by relevant authorities of both parties.

4. Fees

- 1) Tuition. During exchange at the host institution, participating students should register to and pay tuition to their home university. Host university does not collect tuition from the student.
- 2) Research expenses. During collaborative training at the host institution, the host laboratory is responsible for research costs incurred by the participating student.

- 3) Travel and Living Expenses. The travel and living expenses incurred by a student travelling to the host party will be borne by the student, with possible financial aid from a third party if available and merited, for example, from the China Scholarship Council, the Innovation Talent International Collaborative Training Program of Zhejiang University, and the Company of Biologists, etc.
- 4) Visa requirements. The host party will provide appropriate documentation and guidance to enable participating students to fulfil the relevant immigration requirements. Participating students at party B will be required to provide satisfactory evidence they hold the correct immigration permission prior to commencing the training program.
- 5) Insurance. Neither Party is responsible for providing medical, hospital, or personal property insurances for the participating students. Participating students have to obtain such medical or other insurances on their own as may be required by each Party.
- 6) Costs of extended stay. The participating students are responsible for costs of extended stay. Both parties should actively assist participating students to apply for external financial aid for an approved extended stay.

5. Rights and Responsibilities

- 1) Both parties agree to provide a safe research environment for participating students during the training, and provide all necessary research resources, such as laboratory space, equipment, and research, at a comparable level to that provided to students in their regular doctoral program.
- 2) The host party is responsible for providing training to participating students regarding safety and regulations.
- 3) The host party are expected to help participating students adapt to the host party environment. The host party shall endeavor to assist students in finding suitable accommodation but such accommodation is not guaranteed.
- 4) The relevant administrative departments of both parties and the institutions are responsible for administrative affairs of the education and living of participating students during their study at the host university, and the specific management measures shall be implemented according to the current management regulations of

the host university.

- 5) Participating students shall abide by local laws and regulations and the regulations of the host university during the exchange period. In case of any violations, the host university should inform the home university immediately, and the host university shall have the right to terminate the student's training program at the host university.
- 6) In the case of accidents or emergencies, both parties shall actively provide help and support to participating students. In the rare case of serious injury or death, the host university shall notify the home university immediately
- 7) Both parties agree to obtain written consent of the other party before making any public statement (including information or articles provided to the media) on the CDTP.
- 8) Neither party may use the name, trademarks, trade names, logos or other designation of the other party in any product, promotion, press release, brochures, catalogues, website, advertising, electronic or other means of publicity or communication without the prior written approval of the other party.
- 9) The parties will share personal data (as defined under the General Data Protection Regulation (EU) 2016/679, the UK Data Protection Act 2018 and other relevant data protection laws), including without limitation participating student names, contact details, resumes, as necessary in fulfilment of the CDTP's purposes. Both parties will abide by their obligations under all relevant data protection laws. Both parties shall be controllers (as defined in the GDPR) in respect of any personal data shared between them. Transfers of personal data from Party B to Party A will proceed on the basis of the standard data protection clauses referred to in Article 46(2)(c) of the GDPR, as amended and updated from time to time, or some other permitted basis or derogation. The parties shall enter into such other documents that may be required from time to time by relevant data protection laws.

6. Ethics and Intellectual Property

- 1) Students participating in the CDTP are subjected to the Research Ethic and Protections policies of both universities, regardless of where they are conducting the research during the program. Where there is a dispute or disagreement, including conflicting policies, both parties shall resolve such disputes or disagreements in good faith. Any

instance of academic misconduct will be reported to both Director of the Life Sciences Institute, and Director of the Gurdon Institute of the University of Cambridge. The misconduct will be dealt with by the home university while keeping the host party informed. The host party reserves the right to review academic misconduct allegations brought to its attention and take action accordingly.

- 2) Subject to clause 6.4 (Ownership of copyright in dissertations), the ownership of intellectual property rights solely or jointly created by students participating in the CDTP will be agreed in writing before the commencement of their visits to the host institution. For Party A students visiting Party B, the ownership of intellectual property rights will be set out in the Student Visitor Agreement. For Party B students visiting Party A, the parties shall agree a separate IP agreement. In the absence of any agreement to the contrary, the IP policy of the home institution shall apply.
- 3) For papers published by the student on collaborative research projects, both members of the advisor group should be co-authors. The order of authorship should be determined by the amount and relevancy of supervision work given by the co-advisors.
- 4) The student shall own the copyright of his or her dissertation.
- 5) Unless otherwise notified in writing each party holds all intellectual property rights in any syllabus, curriculum, documents or other information prepared solely by it which form part of the CDTP. These materials may be copied and used by the other party for the sole purposes of delivering the CDTP.
- 6) All Background Intellectual Property (meaning any intellectual property developed, owned or licensed by a party or the participating student before the effective date of this agreement used or supplied under this agreement in connection with the CDTP shall remain the property of the party introducing the same; and nothing contained in this agreement shall affect the rights of either party in its Background Intellectual Property.

7. Implementation and supporting measures

- 1) Coordination. A CDTP Committee will be established comprising at least directors of graduate education of both parties, or their designated representatives. The committee will lead coordination of matters arising during execution of the program,

and will supervise the selection and training process.

- 2) Joint academic symposium. Both parties will actively work together to hold annual joint academic symposiums. Both parties will alternate to host the event. Faculties and students of both parties are invited to promote communication and potential collaborations, and to discuss mechanisms of scientific training and management in life sciences.
- 3) Invited seminars. Both parties should actively invite faculties of the other institution in key collaborating areas for onsite visits and scientific seminars, in order to promote scientific collaboration and formation of advisor groups.
- 4) Visiting scholar plan. Each party shall select visiting scholars according to its own procedures. Neither party is responsible for expenses of the visiting scholar, including living costs, travel costs, or insurances. The host party should provide convenience for arrangement of necessary working and living conditions.
- 5) Distinguished Fellow plan. Party A invites distinguished scientists of party B with worldwide reputation in life sciences to be Distinguished Fellow of the Life Sciences Institute of Zhejiang University. The Distinguished Fellow will advise young faculties for their scientific and career development, evaluate tenure-track faculties, and provide advices and consultations for the development of Party A. Party A will provide competitive working conditions.

8. Confidentiality

- 1) Each party agrees to protect the confidentiality of any information disclosed to it by the other party, which the other party has identified as confidential, and it shall use such information only for the purposes for which it was disclosed. Each party shall ensure that its faculty, staff, and students are aware of what information is subjected to this confidentiality requirement.
- 2) The parties agree to share academic and other information about students in the program to the extent needed for the conduct of the program. Each party shall keep confidential all student information provided to it by the other party and shall use the information solely for the purposes of the program. Such information shall not be disclosed to third parties without the consent of the party that provided the information.

9. Others

- 1) Disagreements. Any disagreements related to execution of the agreement will be settled by coordination through relevant authorities of both universities. Otherwise, each case will be settled by Chinese or English governing law and jurisdiction.
- 2) Matters not covered herein shall be settled by both parties through friendly negotiation.
- 3) This Agreement is effective on the date that the last party signs it and shall unless terminated earlier remain in force for three years from its effective date.
- 4) This Agreement may be extended, modified or terminated by mutual consent of the parties. Either party may terminate this Agreement at any time during its term with 6 months' written notice in advance to the other Party or with immediate effect by written notice if the other party commits a material breach of this agreement which breach is irredeemable or (if such a breach is redeemable) fails to remedy that breach within a period of 30 calendar days of being notified in writing to do so. In the event that this agreement is terminated in accordance with this clause, the parties shall fulfil their obligations in respect of the current cohort of participating students.
- 5) This Agreement is made in four originals, with two held by each party and all originals shall be equally authentic.

10. Language

A translation of this agreement may be prepared in another language, but the parties agree that this English language version is the official and binding agreement between the parties.

11. Equality and diversity

- 1) The parties are committed to implement this agreement in order to help develop, promote and support equality and diversity in all their practices and activities. The parties acknowledge that Party B is subject to the Equality Act 2010 (as may be amended from time to time) and the terms of Cambridge's Equal Opportunities Policy available at <https://www.equality.admin.cam.ac.uk/equality-and-diversity-cambridge>

/equal-opportunities-policy as amended from time to time. Party A acknowledges and accepts that in the execution of the CDTP, it is required to comply with the terms of Cambridge's Equal Opportunities Policy available at <https://www.equality.admin.cam.ac.uk/equality-and-diversity-cambridge/equal-opportunities-policy> as amended from time to time.

- 2) In the event that the home university notifies the host university that a participating student requires reasonable adjustments to be made by specifying these in writing, the host university will comply with and will implement the reasonable adjustments, subject to the home university being responsible for the reasonably incurred costs of the host university in complying with such reasonable adjustments. The host university will provide the home university with prior written notice of the costs that will be reasonably incurred by the host university in complying with and implementing the reasonable adjustments and get approval of them before such costs are incurred.

12. Health and safety liability

- 1) Each party (the "Notifying Party") will notify the other party (the "Notified Party") as soon as reasonably practicable upon the occurrence of any of the following:
 - a. any incident which may need to be reported by the Notified Party to its insurers to enable the Notified Party to bring a claim under any of its insurance policies;
 - b. any injury to any person or any loss of or damage to property which occurred during the provision of any part of a CDTP, where there is any possibility that the Notified Party may be liable, wholly or partly, for such injury, loss or damage.
- 2) For the avoidance of doubt, any event to be reported to the Notified Party must be reported by the quickest means possible in the circumstances and must be followed up as soon as reasonably practicable by written notice setting out in full all relevant details and parties.
- 3) The Notifying Party will indemnify the Notified Party in respect of any liability which arises as a result of any act or omission on the part of the Notifying Party (including, without limitation, any non-compliance with health and safety legislation or any other acts or omissions for which the governing law prohibits the exclusion or limitation of liability) except to the extent that such liability is due to a negligent act or omission on the part of the Notified Party.

13. Limitation of liability

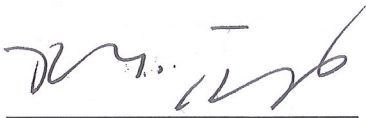
- 1) Subject to clause 13.3 and save where limitation is prohibited by applicable law, in no circumstances will either party be liable to the other for any indirect, incidental consequential, financial or economic loss or damage including any loss of profit, loss of business, loss of revenue business, loss of opportunity, loss of goodwill, loss of savings or anticipate savings or claims by third parties whether in contract, tort, negligence, breach of statutory duty or otherwise whatsoever or howsoever arising out of or in connection with this agreement. This condition will survive termination or expiration of this agreement.
- 2) Subject to clause 13.3 and save where limitation is prohibited by applicable law, a party's total liability for any claims, losses, damages or expenses (including for direct loss in contract, tort or otherwise) whatsoever and howsoever caused arising out of or in connection with this agreement shall be limited for each event or series of linked events to the total sum of £50,000 (fifty thousand pounds).
- 3) Nothing in this agreement limits or excludes either party's liability for:
 - a. breach of clauses 5.8 (non-use of branding), 5.9 (data protection), 8 (confidentiality) or 12 (Health and safety liability); or
 - b. death or personal injury resulting from negligence; or
 - c. any fraud or for any sort of other liability which, by law, cannot be limited or excluded.

14. Force Majeure

- 1) Neither party shall be in breach of contract nor liable for delay in performing or failure to perform, any of its obligations under this agreement to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable, provided that each party shall use its reasonable endeavours to cure any such events or circumstances and resume performance of this agreement.
- 2) If any events or circumstances prevent either party from carrying out its obligations under this agreement for a continuous period of more than thirty (30) days, either party

shall have the right to terminate this agreement immediately by giving written notice to the other party. In the event of termination the provisions in clause 9.4 will still apply.

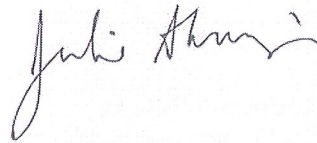
For Life Sciences Institute
ZHEJIANG UNIVERSITY



Prof Xin-Hua Feng
Director, Life Sciences Institute

DATE: 19 June 2023

For Gurdon Institute
UNIVERSITY OF CAMBRIDGE



Prof Julie Ahringer
Director, Gurdon Institute

DATE: 9 June 2023

Schedule 1

[Departmental Headed Paper]

[Name]
[Dept Address]

Dear [Name]

Student Visitor's Letter

We are pleased to welcome you as a student visitor to the Department of [] in the University of Cambridge ("the University").

This letter ("the Student Visitor's Letter"), together with the Standard Terms and Conditions for Student Visitors which are enclosed or linked, sets out the terms of the agreement between you, your home institution and the University whilst you are engaged in any activity on University premises.

Your details:

Name	
Title	
Residential Address while in Cambridge (not Department address) If currently unknown, you will need to inform us as soon as confirmed, or at the latest on arrival	
Home Address (not Department address)	
Description (eg visiting researcher, student on placement)	
Cambridge institution (including address)	
Place where activities will be carried out	
Supervisor within Cambridge institution	

Head of Department within Cambridge institution	
Activities	As set out in Schedule A
Fees	As set out in Schedule B
Start Date	
End Date	
Your Home Institution (including contract address)	
Details of contact at your Home Institution (eg your tutor or supervisor)	Name Position Address Email

If you are a national from outside the European Economic Area you will require a student visa to undertake a period of study in the UK. What type of student visa you require and how you obtain this will depend on the duration of your studies and your nationality. You will be issued visa supporting documentation once you have completed and returned this letter. Please note that this letter cannot be used for visa purposes. Further information on visas for visiting students is available at www.internationalstudents.cam.ac.uk/applying/your-uk-immigration/visiting-students-and-visas

Agreement to your visit is subject to the Special Conditions below (if any) and may be withdrawn (or the visit curtailed) if any of such condition is not satisfied.

If you are willing to agree to the terms set out in this letter, the Special Conditions below and the Standard Terms and Conditions for Student Visitors, please sign and return a copy of this letter.

For details on how the University will use your personal information, please see <https://www.information-compliance.admin.cam.ac.uk/data-protection/student-data>.

My colleagues and I are very much looking forward to your visit to the Department which we hope you will find enjoyable and productive.

Special Conditions: [if any] *(optional conditions are included in the Guidance)*

Schedule A

1. THE ACTIVITIES

1.1

Schedule B [include if applicable]

Visiting Student fees

Payable in consideration of the Visiting Student's supervised access to University facilities and in contribution to the cost of the Work.

University facilities:

1) Access to University of Cambridge.....

Fees payable:

£0000 Bench-fee

£0000 Equipment and consumables

Method of Payment:

[PLEASE INSERT DETAILS]

Signed

For and on behalf the University of Cambridge (Head of Department of _____)

Please sign and return one of the enclosed copies of this letter.

I confirm that I agree to the terms set out in this letter and the Standard Terms and Conditions for Student Visitors referred to above.

Signed _____ Date- _____

Name (printed) _____

Accepted for and on behalf of:
[INSERT NAME OF HOME INSTITUTION]:

Signature

Date.....

Standard Terms for Student Visitors

Between:

(1) The Chancellor Masters and Scholars of the University of Cambridge of the Old Schools, Trinity Lane, Cambridge, CB2 1TN (“the University”)

(2) A Student visitor spending time in a University Department (“You”) and

(3) Your Home Institution

Terminology defined in Your Student Visitor Letter will have the same meaning in this document. “Your Agreement” means the Student Visitor Letter together with these standard terms.

General

1. While You are a Student Visitor, You will report to and be responsible to Your Supervisor and the Head of the Department for Your conduct and use of the University's facilities.
2. As a Student Visitor, you will not receive any qualification awarded by the University of Cambridge. You will not be an employee or representative of the University. You will inform the University immediately if You cease to be a student of Your Home Institution.
3. The University will not make any payment to You, except that if agreed in advance it may reimburse expenses, subject to compliance with the University's Financial Procedures Manual. www.finance.admin.cam.ac.uk/policy-and-procedures/financial-procedures
4. You and Your Supervisor or the Head of Department will agree the periods of Your attendance in the Department. You will be responsible to Your Supervisor and the Head of Department for Your attendance and conduct. You must agree with them all of Your Activities and how they will be undertaken. You must not do anything which has not been agreed with Your Supervisor.
5. You must obtain the consent of Your Supervisor to bring any other person onto the University's premises. If You wish to involve another person in Your Activities, and Your Supervisor consents, that person will have to sign an agreement with the University.
6. You undertake to comply with all the University's and the Department's rules and regulations, including those which the Supervisor and/or the Head of Department apply to Your Activities. These include University policies relating to Health and Safety, Bullying and Harassment, Equal Opportunities, Good Research Practice, Use of Computer Facilities in the University, Data Protection, other policies or papers issued from time to time, as set out at

7. You must not try to access any information stored on the University's computer systems, or other filing systems, or use that information unless you have the permission of your Supervisor.

Termination and its consequences

8. At any time the University may request a review of Your Activities. If the review is unsatisfactory or, if You do not co-operate in the review, the University may terminate this Agreement on giving You one week's written notice.
9. At any time the University may, by one month's written notice to You, terminate this Agreement where the University has an urgent need for the accommodation or facilities which You are using.
10. The University may by written notice to You immediately terminate this Agreement in case of (1) serious misconduct, and/or negligence and/or (2) where You or Your Home Institution has breached this Agreement and/or (3) where it is required for security or health and safety reasons.
11. When this Agreement terminates, or on request at any time, you must return to your Supervisor all property and information which has come into Your possession during the course of the Activities, unless your Supervisor gives You permission to keep it.

Liability

12. Nothing in this Agreement excludes or restricts the University's liability for death or injury caused to You by its negligence, or for fraud. All other liability of the University or its staff or students to You or your Home Institution is limited for one incident (or series of incidents) to £5000.

Confidential Information

13. If you receive confidential information relating to the research, teaching, operations and activities of the University or of its staff, students or visitors or other third parties, You must keep it secret and confidential and not use or disclose it to any other person. If it is given to you to use in Your Activities, you may only use it for that purpose. This paragraph does not apply to information that:
 - i. You already knew before You received that information or
 - ii. is or becomes lawfully available to the public or
 - iii. You receive lawfully from another person.

Intellectual Property

14. Your Agreement does not change the ownership of any Background Intellectual Property used

in connection with Your Activities. "Background Intellectual Property" means intellectual property owned by, and/or at the free disposal of You, Your Home Institution or the University, which is not generated as a result of Your Activities.

15. Unless otherwise agreed in Your Visitor's Letter, all intellectual property, results, documents, and other information generated by You while undertaking Your Activities ("the Results"), shall be owned by the University. Where it is agreed pursuant to any Special Condition that the Results shall not be owned by the University, the University has an automatic non-exclusive royalty-free licence to use the Results for the purposes of teaching and academic research.

Publication

16. Neither You nor Your Home Institution shall publish or publicly disclose the Results, without the prior written consent of Your Supervisor.

Your Personal Data

17. Details on how the University will use your personal information is set out at www.information-compliance.admin.cam.ac.uk/data-protection/student-data Please note that as this page is aimed at all students at the University, some of the information is not applicable to student visitors; contact your Department if you have any questions.

Immigration

18. You are responsible for ensuring you have the correct immigration permission to undertake a period of study in the UK. The University reserves the right to terminate this agreement if you are not in the UK lawfully or with an immigration status that does not permit You to undertake Your Activities.

Disabled Visiting Students

19. If You are disabled within the meaning of the Equality Act 2010 (www.gov.uk/definition-of-disability-under-equality-act-2010) then please inform the University of any support requirements needed to support You whilst you are in Cambridge. You can do this when responding to Your Student Visitor Letter or by calling the Disability Resource Centre on +44 (0)1223 332301 or emailing disability@admin.cam.ac.uk. Your Home Institution is responsible for the cost of any support which the University determines it is responsible to provide unless otherwise agreed but the University may be able to coordinate the provision of that support.

Miscellaneous

20. You shall not use the name or trademarks of the University without Your Supervisor's permission.

21. In the event of a dispute, You shall try in good faith to resolve matters with Your Supervisor or the Head of Department.

22. This Agreement shall be governed by English law, and subject to the exclusive jurisdiction of the English courts.