## **项目联合申请协议书**

**Pre-award Agreement for collaborative research is Dementia Care Respite Technology Project 基于情感计算的阿尔兹海默患者智能看护系统设计研究**

甲方: 宁波诺丁汉大学

Party A: University of Nottingham Ningbo China

法定地址Address: Taikang road 199, University of Nottingham Ningbo China, Ningbo, China

法定代表人Legal Representative: 杨福家 Fujia Yang

项目负责人Project Leader：Prof. Dr. 孙煦 Xu Sun

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乙方 :英国莱斯特大学

Party B: University of Leicester

法定地址Address: School of Informatics, University Road, LE1 7RH Leicester, U.K.

法定代表人Legal Representative: 无 N/A

项目负责人Project Leader：Prof. Dr. Effie Law

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丙方 :

Party C:

法定地址Address:

法定代表人：

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1. **定义DEFINITIONS**

除非文中另有所指，本协议中的“项目”是指 “Dementia Care Respite Technology Project -基于多元情绪识别系统的老年痴呆症个性化暂托看护干预策略研究”项目。

Wherever used in this Agreement, unless the context otherwise requires, the term “project” means the “Dementia Care Respite Technology Project -基于多元情绪识别系统的老年痴呆症个性化暂托看护干预策略研究”.

1. **合作内容COLLABORATION CONTENT**

The overarching goal of the project DART is to promote informal carers’ wellbeing by enabling them to offer PwD, whom they care for, viable **technology-enhanced options** to engage in meaningful activities, thereby allowing themselves to have **positive respite experience** while mutually benefitting PwD to improve their psychological wellbeing. It will be developed in the following units:

* WP1: Critical Analysis of Dementia Care Respite from Multiple Perspectives

The goal of this group is to lay the groundwork on which the implementation of WellResT is built (WP2). We focus on analysing the notion of respite from dementia care, based on input from different stakeholders. Synthesis of insights thus gained will inform the development of WellResT. A stratified sample of about 200 PwD cases of 4 clusters - early onset, mild, moderate, and severe - from each of the two countries (UK, China) will be involved.

* WP2: Technical Implementation of the WellResT Application. This work package will implement the basic core modelling pipeline as well as develop advanced technological functionalities.
* WP3: Project Management and Dissemination. This task is to ensure that all project objectives will be attained effectively and efficiently. Investigators of the UK and China will work closely with their local research support to handle different aspects of management (i.e. financial, legal, ethical, IPR, data protection, conflict, risk) and dissemination.
1. **经费FUNDING**

该项目研究经费将来自甲方、乙方和浙江省自然科学基金委共同支持，其中浙江省自然科学基金委支持经费将由甲方负责管理和支配。甲方将申请人民币10万元的财、人、物力资源用于本项目。乙方将向英国研究与创新部申请相当于人民币100万元的财、人、物力资源用于本开支项目。

A will apply for RMB 100,000 from Zhejiang Science and Technology Department**.** The funds will be used in accordance with the Funder terms and conditions and the appropriate institution’s procedures. The anticipated use of funds is detailed below in more detail: B will apply for £101,700 RMB from UKRI**.**, in more detail: The use of funding follows UKRI’s regulations and requirements.

1. **知识产权INTELLECTUAL PROPERTY**

4.1 合作各方单位在申请本项目之前各自所获得的知识产权及相应权益均归各自所有，不因共同申请本项目而改变。

The intellectual property and attached rights and benefits thereof which have been obtained by the parties to this Agreement prior to the application of the project mentioned herein shall remain unchanged and not be affected by the said application.

4.2因申请项目需要，各自向对方提供的未公开的、或在提供之前已告知不能向第三方提供的与本项目相关的技术资料、数据等所有信息，包括但不限于各自所有或合法拥有的任何计算机程序、代码、算法、公式、过程、观念、图表、照片、制图、设计、产品、样品、发明创造（包括发明、实用新型和外观设计，无论是否获得专利）、技术秘密、版权、商标、产品研发计划、预测、策略、规范、实际或潜在商业活动的信息、客户与供应商名单、财务事项、市场营销计划等技术、商务上的信息等。未经信息提供方同意，不得提供给第三方。不管本申请是否获得资助，该条款长期有效。

To apply for the project, a party may disclose its information, such as technical documents and data in connection with the project to the other party which has not been publicly available and may advise the other party that it is not allowed to provide such disclosed information to a third party. Such information may include but not limited to computer programs, codes, algorithms, formulas, processes, concepts, diagrams, photographs, drawings, designs, products, samples, inventions (including inventions, utility models, and industrial designs, whether patented or not), technical secrets, copyrights, trademarks, product R&D plans, forecasts, strategies, specifications, information relating to existing or potential business activities, customer and supplier lists, financial matters, marketing plans, and other technical and business information which is legally owned or possessed by the disclosing party. Without consent by the disclosing party, the receiving party is not allowed to provide such information to a third party. This Article shall survive for an indefinite period regardless of whether the fund would be obtained or not.

4.3因申请本项目的需要，各自向对方提供的相关信息，不构成向对方授予任何关于专利、著作权、商标权等知识产权的许可行为。

To apply for the project, provision of any and all relevant information by a party to the other party shall not constitute any license granted by that party to the other party of any intellectual property rights such as patents, copyrights, trademarks, etc.

4.4在该项目期间，合作双方各自独立完成的知识产权归各自所有，双方共同合作产生的例如知识产权、源代码、文档资料等由双方共有，双方份额按照各方所作的贡献比例协商确定。为了避免疑义，根据正常的学术惯例，双方都将保有发表和继续开发学术成果的权利。

Intellectual property rights, source code, documentation which have been independently developed by each party in implementing the cooperative project shall be owned by the respective party. Intellectual property rights, source code, documentation which have been jointly created by both parties in implementing the cooperative project shall be owned and shared by both parties in proportion to the contribution made thereby, and the proportion shall be determined by the parties through consultation. For the avoidance of doubt, the parties shall retain the right to publish and further develop the academic results according to general academic practice.

1. **协议终止TERMINATION**

5.1若项目获得批准，合作各方应在本协议基础上另行签订合作合同及项目实施协议，对项目执行过程中的责权利进行更全面的约定。若本协议内容和新的合作合同相冲突，以新的合作合同为准。

If the project is approved, the parties shall sign a separate cooperation contract and project implementation agreement based on this Agreement so as to clearly define the rights and responsibilities in the course of project implementation. If this Agreement conflicts with the new cooperation contract, the latter shall prevail.

* 1. 若项目未通过浙江省自然科学基金委评审，则本协议至通知下达之日起失效。

If the project fails to pass the evaluation of Zhejiang Science and Technology Bureau, this Agreement shall expire as of the date of the notice from the Bureau.

5.3任何一方有正当理由可以书面形式通知另一方提前终止协议。

Any party may terminate this Agreement early for good reason by notifying the other party in writing.

**6.其他未尽事宜MISCELLANEOUS**

6.1在申请过程中发生争议，合作各方应当协商解决。各方不愿协商、调解解决或者协商、调解不成的，商定申请由宁波仲裁委员会仲裁。

In case of a dispute arising out of the application, the parties shall resolve such dispute through consultation. If the parties are not willing to resolve such dispute through consultation, mediation, or such consultation or mediation fails, the parties shall file the dispute to Ningbo Arbitration Commission.

6.2本协议用中英文两种文字写成，两种文字具有同等法律效力。若文字解释出现分歧，以中文版为准。

This Agreement is made in Chinese and English, both versions being of the same legal binding force. Where any discrepancy arises in interpretation of this Agreement, the Chinese version of it shall prevail.

6.3本协议双方签字盖章后生效。本协议壹式肆份，每一份均应视为正本，甲乙双方各执贰份。

This Agreement shall come into force and effect immediately after it is signed and sealed by Party A and Party B. This Agreement is made in quadruplicate, each deemed as authentic and two for Party A and Party B respectively.

**甲方（盖章）：宁波诺丁汉大学**

**Party A: University of Nottingham Ningbo China**

有权代表签字Authorised Representative：(姓名及签字Print name and Signature)

日期Date: 2022-07-25

**乙方（盖章）:** **英国莱斯特大学**

**Party B:** University of Leicester

有权代表签字Authorised Representative：Effie L-C. Law



日期Date: 2022-07-25

**丙方（盖章）：**

**Party C:**

有权代表签字Authorised Representative：(姓名及签字Print name and Signature)

日期Date: 2022-07-25

**丙方（盖章）:**