

VARIATION AGREEMENT

among

THE UNIVERSITY COURT OF THE UNIVERSITY OF ST ANDREWS

and

THE UNIVERSITY COURT OF THE UNIVERSITY OF EDINBURGH

and

INSTITUTO DE INVESTIGACIONES DE LA AMAZONIA PERUANA

Re: Valuing intact tropical peatlands: an interdisciplinary challenge

For the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015, this Variation Agreement is delivered on 7 JUNE 2019

VARIATION AGREEMENT

PARTIES

- (1) **THE UNIVERSITY COURT OF THE UNIVERSITY OF ST ANDREWS**, a charitable body registered in Scotland under registered number SC013532 and incorporated by the Universities (Scotland) Act 1889, as amended by the Universities (Scotland) Act 1966, and having its principal office at College Gate, North Street, St Andrews, Fife, KY16 9AJ, United Kingdom ("**St Andrews**").
- (2) **THE UNIVERSITY COURT OF THE UNIVERSITY OF EDINBURGH**, a charitable body registered in Scotland with registration number SC005336, incorporated under the Universities (Scotland) Acts and having its principal office at Old College, South Bridge, Edinburgh EH8 9YL ("**Edinburgh**")
- and
- (3) **INSTITUTO DE INVESTIGACIONES DE LA AMAZONÍA PERUANA**, RUC N° 20171781648, whose administrative offices are at Avenida José A. Quiñones km. 2.5, Apartado Postal 784, Iquitos, Perú ("**IIAP**")

(together the "**Parties**").

BACKGROUND

- (A) St Andrews and Edinburgh entered into the Research Collaboration Agreement dated 10 August 2018 (the "**Agreement**") in connection with 'Valuing intact tropical peatlands: an interdisciplinary challenge' (the "**Project**").
- (B) The Parties have agreed to vary the terms of the Agreement as set out in this Variation Agreement to enable IIAP to accede to the Agreement.

AGREED TERMS

Now therefore the Parties have agreed and do hereby agree that the Agreement shall be varied as follows:-

1 VARIATION

- 1.1 In order to clarify, supplement and amend the terms of the Agreement with effect from the date of acceptance of the terms of this Variation Agreement (the "**Effective Date**"), the Parties have agreed that the Agreement be and is amended as follows:-
 - (a) From the Effective Date, IIAP shall accede as a Party to the Agreement;
 - (b) Part 2 of the Schedule 'Budget' shall be deleted and replaced with Part 1 of the Schedule to this Variation Agreement;

- (c) Part 2 of the Schedule to this Variation Agreement shall be inserted at the end of Clause 6 'Financial Provisions'; and
- (d) The Reporting Template in Part 3 of the Schedule to this Variation Agreement shall be inserted as Part 4 of the Schedule to the Agreement.

2 PRECEDENCE

- 2.1 In the event of any conflict between the terms of the Agreement and the terms of this Variation Agreement, the terms of this Variation Agreement shall prevail.

3 COUNTERPARTS

- 3.1 This Variation Agreement may be executed in any number of counterparts and by all of the parties on separate counterparts.
- 3.2 If executed in counterparts:
 - 3.2.1 this Variation Agreement shall not take effect until all of the counterparts have been delivered;
 - 3.2.2 each counterpart will be held as undelivered for the purposes of The Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 until the parties agree a date ("the agreed date") on which the counterparts are to be treated as delivered; and
 - 3.2.3 the agreed date will be inserted on page 1 of this Variation Agreement.


4 GOVERNING LAW AND JURISDICTION

- 4.1 This Variation Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the laws of Scotland.

- 4.2 The parties irrevocably agree that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this Variation Agreement or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF these presents are executed as follows:-

Signed for and on behalf of **THE UNIVERSITY COURT OF THE UNIVERSITY OF ST ANDREWS** by its duly authorised signatory as follows:-


 Authorised Signatory
 KELLY MAHER
 Full name Head of Research Business
 University of St Andrews Development & Contracts
 University of St Andrews
 Date of Signature
 07.06.2019
 YEARS
 Place of Signature ST ANDREWS

Witness
 MARET BINNIE
 Full Name
 MARET BINNIE
 Address
 RBDC, THE GATEWAY, NORTH HAUGH, ST ANDREWS,
 FIFE, KY16 9RT

Signed for and on behalf of **THE UNIVERSITY COURT OF THE UNIVERSITY OF EDINBURGH** by its duly authorised signatory as follows:-

Authorised Signatory

Witness

Full name

Full Name

Date of Signature

Address

Place of Signature

- 4.2 The parties irrevocably agree that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this Variation Agreement or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF these presents are executed as follows:-

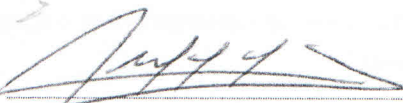
Signed for and on behalf of **THE UNIVERSITY COURT OF THE UNIVERSITY OF ST ANDREWS** by its duly authorised signatory as follows:-

_____ Authorised Signatory	_____ Witness
_____ Full name	_____ Full Name
_____ Date of Signature	_____ Address
_____ Place of Signature	_____

Signed for and on behalf of **THE UNIVERSITY COURT OF THE UNIVERSITY OF EDINBURGH** by its duly authorised signatory as follows:-

_____ Authorised Signatory	_____ Witness
_____ Full name MARK WARNER SENIOR CONSULTANT, CONTRACTS	_____ Full Name ELLEN CALENDER
_____ Date of Signature 21/05/19	_____ Address Room 2.15, Charles Stewart House, 9-16 Chambers Street Edinburgh, EH1 1HT
_____ Place of Signature Edinburgh	

Signed for and on behalf of INSTITUTO DE INVESTIGACIONES DE LA AMAZONÍA PERUANA by its duly authorised signatory as follows:-



Authorised Signatory

Monica Wang Hajar Gonzales

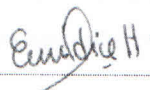
Full name

27/05/2019

Date of Signature

QUITOS - PERU

Place of Signature



Witness

EUDICE NORA HONORIO CORONADO

Full Name

VAB. SANTA SOFIA 0-3 SAN JUAN

Address

QUITOS - PERU



This is the Schedule referred to in the foregoing Variation Agreement between The University Court of the University of St Andrews, The University Court of the University of Edinburgh and the Instituto de Investigaciones de la Amazonia Peruana

Part 1

Edinburgh

St Andrews shall pay to Edinburgh the sums detailed below. All sums are inclusive of VAT and any other taxes or charges, if applicable.

Payments shall be made subject to the receipt of sufficient funds from the Funder and within 30 days of receipt of quarterly invoices from the Edinburgh in arrears, with a statement setting out a breakdown of expenditure including a list of transactions.

Salary Costs	£94,992 British Pounds (inclusive of VAT and other applicable taxes)
TOTAL:	£94,992 British Pounds (inclusive of VAT and other applicable taxes)

IIAP

St Andrews shall pay to IIAP the sums detailed below in two instalments: £13,173.00 for year 1 and £4,270.00 for year 2. All sums are inclusive of VAT and any other taxes or charges if applicable.

Payments shall be made subject to the receipt of sufficient funds from the Funder and within 30 days of receipt of invoices from IIAP with a statement setting out a breakdown of expenditure including a list of transactions.

	Year 1 01/10/2018- 31/09/2019	Year 2 01/10/2019- 01/10/2020	Total
Consultants			
<i>Euridice Honorio Coronado</i>	1,646.00	1,646.00	3,292.00
<i>Manuel Martin Branas</i>	654.00	654.00	1,308.00
<i>Dennis del Castillo Torres</i>	690.00	690.00	1,380.00
<i>Jhon Del Aguila Pasquel</i>	280.00	280.00	560.00
Clerical Assistant	8,028.00	1,000.00	9,028.00
Field Assistant	1,875.00	0.00	1,875.00
	13,173.00	4,270.00	17,443.00

Invoices to be addressed to:

Reference number: SGS0 XCL101 (ref 17141) (Please include this on all invoices)

The University of St Andrews, Finance Advice and Support, The Gateway, North Haugh, St
Andrews, Fife KY16 9RJ
Tel: +44 (0) 1334 462006
Fax: +44 (0) 1334 462217
Email: geofas@st-andrews.ac.uk

Part 2

- 6.6 Where IIAP is entitled to receive funding in accordance with the Budget, invoices to request for the transfer of funds should be submitted as per Part 2 of the Schedule to this Agreement and in accordance with clauses 6.7 to 6.14 below.
- 6.7 The funding received by IIAP will be administered by IIAP as special funds ("por encargo") and will not form part of the National budget, through a bank account opened by IIAP expressly for the purposes of St Andrews funded projects.
- 6.8 All sums set out in the Budget are deemed to be inclusive of any applicable VAT or similar taxes.
- 6.9 IIAP shall keep and maintain full and accurate financial records relating to its expenditure under the Project, including without limitation i) supplementary documentation to support their claims for expenditure/monies; and (ii) the in-kind contribution made (if applicable), until six (6) years after they have received their final instalment of funding relating to the Project.
- 6.10 IIAP shall submit a quarterly report of income and expenditure, as set out in Part 4 of the Schedule hereto. The report shall contain a detailed monthly breakdown for that quarter. The reports shall be signed off by an authorised signatory of IIAP and submitted to St Andrews (together with any supporting documentation) for every quarter during the term, not later than two months after the end of the relevant quarter.
- 6.11 IIAP will provide St Andrews with any supplementary documentation reasonably required or requested by the Funder to support their claims for expenditure and claims for monies under this Agreement.
- 6.12 IIAP represents to the best of their knowledge that all information provided in connection with this Clause 6 is full, accurate, correct and up to date
- 6.13 St Andrews shall transfer monies received from the Funder under the Grant Conditions to IIAP in accordance with the Budget within 30 days of receipt of invoices, sent as set out in clause 6.7.
- 6.14 St Andrews may at its sole discretion withhold the transfer of any monies due to IIAP in accordance with the Budget if it is not satisfied with the information or documentation provided in by IIAP in connection with this Clause 6, provided St. Andrew's notifies IIAP in writing and works in good faith to resolve said issue in order to reinstate payment.

Part 3

Please see attached Reporting Template.