

**AGREEMENT TO FACILITATE THE IMPLEMENTATION OF ACTIVITIES RELATED TO
THE *SURVEILLANCE AND FREEDOM: GLOBAL UNDERSTANDINGS AND RIGHTS
DEVELOPMENT (SAFEGUARD)* PROJECT**

AGREEMENT BETWEEN: Privacy International, 46 Bedford Row, London WC1R 4LR
("PI")

AND: Autonomous University of Mexico State, Mexico ("the
Partner")

DATED: 1 April 2013

1. Project objectives

1.1. The *Surveillance and Freedom: Global Understandings and Rights Development (SAFEGUARD)* project ("the Project") is a collaborative undertaking between PI and its partners, directed at enhancing respect for the right to privacy in developing countries through research and engagement in national, regional and international policy dialogues by developing country researchers.

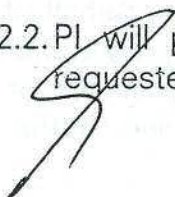
1.2. The specific objectives of the Project are:

- (a) To generate evidence and analysis on national and regional-level privacy issues;
- (b) To identify policy and legislative gaps and obstacles in targeted developing countries;
- (c) To enable engagement in policy-making for greater protection and promotion of the right to privacy in the developing world;
- (d) To engage with national, regional and international governmental bodies to promote research findings, and raise the profile of privacy issues in regional and international fora.

2. The role and responsibilities of Privacy International

2.1. PI is the administrator and coordinator of the Project, and will work with the Partner to design research and advocacy activities, disseminate research findings, and overcome challenges.


2.2. PI will provide assistance, support and guidance to the Partner when it is requested, including assistance with the identification and hiring of experts.



- 2.3. Where possible, representatives of PI will regularly travel the Partner's country to evaluate progress, assess processes, and provide assistance.
- 2.4. PI will publicise the activities of the Partner and acknowledge the Partner in articles, reports and other materials produced relating to the Project.
- 2.5. PI will provide the funds for the Partner's activities in the manner and at the time agreed and in accordance with the funds disbursement schedule here attached (see Clause 8 below).
- 2.6. PI assumes no liability with respect to any accident to any person or any loss or damage to any person or property arising from the Project.

3. The role and responsibilities of the Partner

- 3.1. The Partner is the executor of the Project, and will produce the project outputs in the manner and at the time proposed in the Schedule of Deliverables here attached.
- 3.2. The Partner will disseminate the research findings and promote and publicise the Project through existing and new networks.
- 3.3. The Partner will meet the reporting requirements stipulated in Clauses 7 and 8 below.
- 3.4. The Partner will:
 - (a) before commencing work in relation to the Project, design and adopt a security protocol to ensure the personal safety of all individuals conducting work in relation to the Project;
 - (b) notify PI as soon as it becomes aware of any health or safety hazards or personal safety concerns which arise in relation to the Project; and
 - (c) before commencing work in relation to the Project, obtain, and at all times maintain, all necessary licences and consents and comply with all relevant legislation in relation to all elements of the Project.
- 3.5. The Partner will ensure that all research work, including that involving human subjects, is carried out in accordance with high ethical standards.
- 3.6. The Partner will permit officers or representatives of PI or the International Development Research Centre (IDRC) to visit the Partner's workplace at times convenient to the parties.
- 3.7. The Partner undertakes the Project on its own behalf and not on behalf of PI, and this agreement and funds flowing therefrom shall in no way be construed as creating the relationship of principal and agent, of partnership in law; or of joint venture as between PI and the Partner or any other person involved in the Project.



4. The role and responsibilities of the IDRC

4.1. The Project is funded by a grant from the IDRC to PI.

4.2. The IDRC assumes no liability with respect to any accident to any person or any loss or damage to any person or property arising from the Project. This agreement and funds flowing therefrom shall in no way be construed as creating the relationship of principal and agent, of partnership in law; or of joint venture as between the IDRC and the Partner or any other person involved in the Project.

5. Changes

5.1. If either party wishes to change the substantive scope or execution of the Project, it shall submit the details of the requested change to the other in writing. Unless both parties consent to the proposed change, there shall be no change to this agreement.

5.2. PI reserves the right to unilaterally add or amend technical or financial reporting requirements or to make changes to the Schedule of Deliverables after consultation with the Partner.

6. Intellectual property

6.1. All intellectual property rights created by the Partner or any employee, agent or sub-contractor of the Partner in the course of the Project or for the purpose of undertaking the Project will vest solely in PI upon creation.

6.2. The Partner will indemnify and hold PI harmless from all claims and all direct, indirect or consequential liabilities awarded against, or incurred or paid by, PI or any of its employees as a result of or in connection with any alleged or actual infringement, whether or not under English law, of any intellectual property or other rights arising out of the Project.

6.3. PI will irrevocably grant to the IDRC a non-exclusive, royalty free right throughout the world to:

- (a) use all or any part or parts of the project outputs for non-commercial purposes in relation to the IDRC Digital Library, including, without limitation, to reproduce, copy, store, distribute, publish, adapt, digitize, transmit, communicate, telecommunicate and display, or otherwise use, the project outputs in any medium now existing or hereafter invented;
- (b) authorize and license any third party accessing the project outputs via the Digital Library to read, download, print, reproduce, copy, distribute or search the project outputs and to link to the full texts of such outputs, crawl them for indexing, pass them as data to software or otherwise use them for any other lawful non-commercial purpose;



- (c) provide to any member of the public who so requests, one copy of any report, writings, films, tapes or other medium containing project outputs in digital, electronic or other form now existing or hereafter invented.

6.4. So as to ensure the greatest possible development impact, the Partner shall ensure that all of the project outputs and research findings (excluding computer software) produced during the course of the Project in pursuit of the project objectives are made available to the public pursuant to the Creative Commons Attribution-Non Commercial Share-Alike License 2.5.

7. Technical reports

7.1. The Partner will submit semi-annual technical reports to PI, identifying:

- (a) Key news and developments from the Partner's country;
- (b) Key developments in the Project, including events and meetings held, reports produced, media coverage received, and other engagement conducted;
- (c) Any updates on the security situation in the Partner's country, and any potential risks to the Partner's work;
- (d) Any of the Partner's needs, particularly those related to requests for experts, consultants, training and/or capacity.
- (e) How targets and objectives are being met;
- (f) Any new and unexpected challenges or delays that have arisen;
- (g) Which deliverables have been met in line with the Schedule of Deliverables;
- (h) How dissemination strategies have been implemented, lessons learned, challenges faced, and help required from PI; and
- (i) Projected challenges and needs going forward.

7.2. The Partner will submit a final technical reports to PI, identifying:

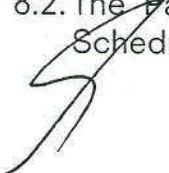
- (a) Which targets and objectives were met throughout the project;
- (b) How targets and objectives were met throughout the project, including a reflection upon which strategies and methods were most successful;
- (c) What outputs were produced throughout the project;
- (d) How were dissemination strategies implemented; and
- (e) What challenges were faced and what lessons were learned;

7.3. Reports will be submitted by the Partner in accordance with the Schedule of Deliverables here attached.

8. Payments and Financial Reports

8.1. Payments will be released by PI to the Partner in installments paid in accordance with the Schedule of Deliverables here attached. PI reserves the right to increase or decrease the number and frequency of payments.

8.2. The Partner will submit yearly financial reports to PI in accordance with the Schedule of Deliverables, providing receipts only where requested. Financial



reports shall be prepared in a format similar to that of the Project Budget here attached. Financial reports shall also be duly signed by the project leader of the Partner institution and a duly authorized financial officer of the same institution. The report will include:

- (a) a certification, in the working currency of the Partner, of the amount of funds expended and accrued on the project to the report date;
- (b) a certification of the amount received in the working currency after the actual bank conversion of payment;
- (c) a certification of the amount of interest earned in the working currency;
- (d) a forecast of expenditures, in the working currency, for the following payment period.

8.3. Release of any payments is contingent upon the receipt by PI of financial and technical reports from the Partner in accordance with the Schedule of Deliverables.

8.4. All payments to the Partner, except the final payment, shall be considered advances until the project outputs, as detailed in the Schedule of Deliverables, are satisfactorily achieved and a financial report of actual expenses incurred against the payment is accepted by PI.


8.5. PI shall pay each installment to a bank account nominated in writing by the Partner.

8.6. PI shall only provide funds under this agreement in GBP. The risks and benefits associated with fluctuations in the exchange rates between currencies will be born by the Partner.

8.7. Funds dispersed by PI to the Partner will be used exclusively for the budgetary purposes set out in the Budget here attached, and in accordance with the following conditions:

- (a) Any air tickets purchased by the Partner in respect of the Project must be in economy class or at lower fares, and shall be purchased for the most direct and economical routing. The Partner may reroute or upgrade air tickets at the Partner's own expense;
- (b) Receipts for all expenses must be obtained and retained by the Partner for the duration of the project;
- (c) The Partner shall not pay per diems to researchers and other participants while on travel without prior authorization from PI;
- (d) Project funds shall not be used to pay for custom, import or other duties or taxes levied with respect to importation.

8.8. The Partner acknowledges and agrees that all PI's funding obligations under this agreement are subject to PI being in receipt of sufficient funds from the IDRC in respect of the Project to enable it to meet such obligations.



9. Non-compliance

- 9.1. Any non-compliance by the Partner with the terms and conditions of this agreement shall be considered to be a breach such that it may be immediately terminated at the sole discretion of the PI, without notice or any further obligation. In the event of such termination the Partner shall:
- (a) be liable to reimburse PI for all funds granted to the Partner under this agreement to the date of termination which have been improperly disposed of; and
 - (b) return to PI any funds and advances not yet spent or irrevocably committed.
- 9.2. The Partner will notify PI immediately at such time as it becomes aware of any actual, possible or foreseeable breach of this agreement.
- 9.3. In the event that the Partner fails to comply with any of the terms and conditions outlined in this agreement, PI may refuse to release new payments and the Partner shall, upon request, return any unspent funds.

10. Review and auditing

- 10.1. The Partner will maintain complete and accurate records of the time spent, materials used and expenses incurred throughout the Project.
- 10.2. The Partner will retain original receipts, invoices and other documents verifying expenditure related to the Project for a period of three years from the termination of this agreement (howsoever arising).
- 10.3. The Partner will allow PI and IDRC to inspect all records relating to the Project or this agreement, including original documentation where requested, at all reasonable times on request of PI.
- 10.4. The Partner will cooperate with PI for the purpose of instituting such financial and administrative procedures as PI may consider desirable.

11. Information gathering

- 11.1. The Partner agrees to comply with the following principles which aim at protecting the dignity and privacy of every individual who, in the course of the research carried out under this project, will be requested to provide personal or commercially valuable information about him/herself or others (hereinafter referred to as "Subject of Research"):
- (a) Before an individual becomes a Subject of Research, he/she shall be notified of:
 - the aims, methods, anticipated benefits and potential hazards of the research;
 - his/her right to abstain from participation in the research and his/her right to terminate at any time his/her participation; and

- the confidential nature of his/her replies and any limits on such confidentiality.

- (b) No individual shall become a Subject of Research unless he/she is given the notice referred to in the preceding paragraph and provides a freely given consent that he/she agrees to participate. No pressure or inducement of any kind shall be applied to encourage an individual to become a Subject of Research.
- (c) Subject only to limitations which Subjects of Research are notified of, and consent to, pursuant to Subsections (a) and (b) above, the identity of individuals from whom information is obtained in the course of this project shall be kept strictly confidential. At the conclusion of the project, any information that reveals the identity of individuals who were Subjects of Research shall be destroyed unless the individual concerned has consented otherwise in writing. No information revealing the identity of any individual shall be included in the final report or in any other communication or publication prepared in the course, or as a result, of this project, unless the individual concerned has consented in writing to its inclusion beforehand. Likewise, at the conclusion of the project any information that reveals the identity of individuals who were Subjects of Research shall be destroyed unless the individual concerned has consented otherwise in writing.

11.2. When children are involved in the Project, special care must be taken to ensure that their participation is undertaken in accordance with high ethical standards. Accordingly, children shall not be allowed to participate unless:

- (a) their parents or guardians have been counseled with respect to the children's participation in accordance with the requirements of Clause 11.1 above;
- (b) their parents or guardians have given their free, explicit, and informed consent to the participation of the children in the Project.

11.3. Parents or guardians shall have the right to withdraw their children from the Project at any time.

12. Permissions

12.1. The Partner shall obtain all required permissions from the governments of the countries in which research work under the project is being performed. The Partner shall provide to PI copies of all such government permissions obtained.

13. Public representation

13.1. The Partner may represent itself as working with PI on the *Surveillance and Freedom, Global Understandings and Rights Development (SAFEGUARD)* project.



13.2. The Partner may not represent itself as working for or on behalf of Privacy International without the express agreement of PI.

13.3. The Partner may not use the PI logo without the express agreement of PI.

13.4. The Partner may not represent themselves as working with or on behalf of the IDRC. The Partner may acknowledge the support of the IDRC in its publications by including the following statement:

"This work was carried out with the aid of a grant from the International Development Research Centre, Ottawa, Canada."

13.5. In some circumstances, the Partner may use solely for the purpose of the Project IDRC logos on a non-exclusive basis, subject to the Partner seeking authorization from PI and complying with the IDRC's policies governing such logos' permitted use as outlined in: http://www.idrc.ca/en/ev-42828-201-1-DO_TOPIC.html.

14. Political activity

14.1. The activities of the Partner may not be directed at a political purpose.


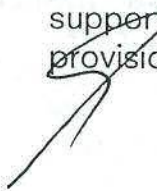
14.2. The Partner may not direct its activities at furthering the interests of one or more political parties, politicians or candidates for political office.

14.3. Political activity or campaigning may only be undertaken by the partner in connection with furthering the project objectives enumerated in Clause 1.2 of this agreement. Any political activity or campaigning undertaken by the Partner must be undertaken and conducted legally, responsibly and reasonably, and must not be party political.

15. Compliance with anti-terrorism principles

15.1. The Partner acknowledges that the IDRC is bound by Canada's Anti-Terrorism Act 2001, c. 41 (ATA) including the provisions of the Criminal Code of Canada R.S.C. 1985, c. C-46 (Code) brought into effect by the ATA, namely Part II.1 of the Code (see: <http://laws.justice.gc.ca/en/C-46/index.html>), which Code provisions create offences related to the participation in, financing, facilitation and carrying out of terrorism and support for entities affiliated with terrorism. The IDRC is committed to adhering to the provisions and principles of the ATA in all work it undertakes and supports.

15.2. The Partner acknowledges that PI is bound by the United Kingdom's Anti-Terrorism, Crime and Security Act 2001 (ATCSA), which creates offences relating to the participation, financing, facilitation and carrying out of terrorism and support for entities affiliated with terrorism. PI is committed to adhering to the provisions and principles of the ATCSA in all work it undertakes and supports.



15.3. During and after the term of this agreement, with regards to all funding made under it, the Partner will ensure that all such monies are not used in any manner that would constitute a breach of the ATA, the Code or the ATCSA.

15.4. The Partner further agrees to comply with any other instructions regarding compliance with the provisions of this clause.

16. Anti-corruption

16.1. The Partner declares and guarantees that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal practice, has been or shall be made to anyone by the Partner, either directly or indirectly, as an inducement or reward for the award or execution of this agreement. The Partner acknowledges and agrees that such practice is grounds for PI terminating the agreement or taking other corrective action as required.

17. Termination

17.1. PI may terminate this agreement without liability to the Partner immediately on giving notice to the Partner if:

- (a) the Partner breaches any of the terms of this agreement;
- (b) there is a change of control or of key personnel of the Partner without PI's prior consent;
- (c) the IDRC terminates its agreement with PI to provide funding for the Project.

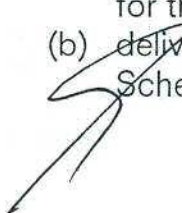

17.2. This agreement will automatically terminate without notice if:

- (a) the Partner ceases to carry on business;
- (b) the Partner suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or is deemed unable to pay its debts;
- (c) the Partner suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

17.3. The Partner will notify PI immediately at such time as it becomes aware of any actual, possible or foreseeable breach of this agreement.

18. Effect of termination

18.1. On termination of this agreement, howsoever arising, the Partner will:

- (a) deliver to PI all copies of information and data provided by PI to the Partner for the purposes of this agreement;
 - (b) deliver to PI all deliverables (whether completed or not) specified in the Schedule of Deliverables;
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- (c) return to PI and/or compensate PI for any funds and advancements dispersed by PI to the Partner which have been administered improperly; and
- (d) return to PI any funds dispersed by PI to the Partner not yet spent or irrevocably committed.

19. Return of funds

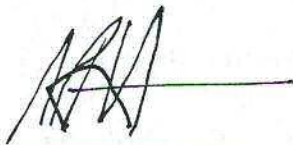
19.1. Within 20 calendar days after the termination of this agreement, howsoever arising, the Partner shall return to PI any funds received that were not expended in the performance of this agreement.

20. Governing law and jurisdiction

20.1. This 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) will be governed by, and construed in accordance with, the law of England and Wales.

20.2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date started at the beginning of it.

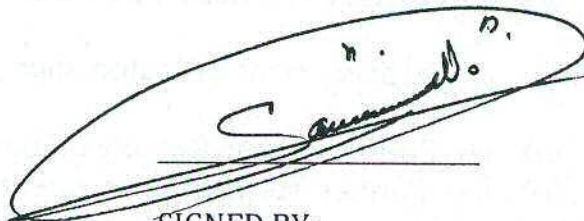


SIGNED BY: Gus Hosein
Executive Director

FOR AND ON
BEHALF OF: Privacy International

AT: London

ON: 1 April 2013



SIGNED BY:

FOR AND ON
BEHALF OF: Autonomous University of
Mexico State, Mexico

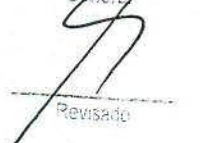
AT: Toluca, Edo. de México

ON: 01 Abr 13

Universidad Autónoma
del Estado de México



Oficina del Abogado
General



Revisado