

Dated \_\_\_\_\_ 201█

(1) [INSERT NAME]

(2) [INSERT NAME]

**MODEL  
COLLABORATION AGREEMENT 3**

**Scenario - The Institution owns the Results and grants the Collaborator a non-exclusive licence to use the Results. The Collaborator has the right to call on the Institution to negotiate an assignment.**



THIS AGREEMENT dated [.....] 201[] is made BETWEEN:

- (1) [INSERT NAME], whose administrative offices are at [insert address] (the Institution); and
- (2) [INSERT NAME] [LIMITED] OR [PLC], [[a company registered in [England] under number [insert number], whose registered office is at [insert address of registered office]] OR [[insert status of the Collaborator, e.g. NHS Trust] of [insert address of principal office]] (the Collaborator)

## BACKGROUND

The parties to this Agreement wish to collaborate on a research project entitled "[insert name of project]".

[The Technology Strategy Board has announced its intention to make a grant in respect of that project, subject to the terms of the offer letter referred to below, and subject to the parties entering into an agreement governing their collaboration.]

This Agreement governs the parties' collaboration in relation to that project.

### 1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following expressions have the meaning set opposite:

**Academic Publication:** the publication of an abstract, article or paper in a journal or an electronic repository, or its presentation at a conference or seminar; and in clauses 5 and 6 to **Publish** and **Publication** are to be construed as meaning such publication;

**Academic and Research Purposes:** research [(except [insert any exceptions])], teaching[, and] education[ and Clinical Patient Care];

**this Agreement:** this document, including its Schedules, as amended from time to time in accordance with clause 10.8;

**Background:** information, data, techniques, Know-how, inventions, discoveries, software and materials (regardless of the form or medium in which they are disclosed or stored) which are provided by one Party (whether belonging to that Party or to a third party) to the other Party for use in the Project, and whether before or after the date of this Agreement, except any Result;

**a Business Day:** Monday to Friday (inclusive) except bank or public holidays in [England];

**the Collaborator's Supervisor:** [insert name] or his or her successor appointed under clause 9.2;

**the Commencement Date:** [insert the date on which the Project is to start/started];

**Confidential Information:** a Party's confidential information is: any Background disclosed by that Party to the other Party for use in the Project [and identified as confidential before or at the time of disclosure]; any of the Results in which that Party owns the Intellectual Property Rights; any other information disclosed by that Party to the other Party for

use in the Project or under this Agreement [and identified as confidential before or at the time of disclosure or which, by its nature or from the circumstances of its disclosure, should reasonably be presumed to be confidential];

**Control:**

the ability to direct the affairs of another person, whether by virtue of the ownership of shares, by contract, or in any other way;

**the Data Protection Legislation**

for so long as the GDPR applies to the United Kingdom, the European General Data Protection Regulation 2016 ((EU) 2016/679) (**the GDPR**) and any national implementing laws, regulations and secondary legislation; once it becomes law, the UK Data Protection Bill 2017-2019 and any regulations made pursuant to it; any other laws and regulations relating to the processing of personal data and privacy which apply to a Party; and, if applicable, the guidance and codes of practice issued by any competent data protection supervisory authority;

**[the External Funding:**

any funding or assistance provided for the Project or to a Party for use in the Project by any third party, including any state or public body;]

**[the Field:**

[insert business area];]

**the Financial Contribution:**

the financial contribution to be provided by the Collaborator set out in Schedule 1;

**[the Funding Body:**

[insert details of the body which is to provide the External Funding;]

**[the Funding Conditions:**

the terms on which the Funding Body provides any External Funding, a copy of which is attached to this Agreement as Schedule 3;]

**the Good Data Management Practices:**

the practices and procedures set out in Schedule 4;

**a Group Company:**

any undertaking which for the time being Controls, or is Controlled by, the Collaborator or which for the time being is Controlled by a third person which also Controls the Collaborator;

**Intellectual Property Rights:**

patents, rights to inventions, trade marks, service marks, registered designs, copyrights and related rights, database rights, design rights, rights to use and protect confidential information, in each case whether registered or unregistered, including rights to apply for and be granted applications for any of the above and any continuations, continuations-in-part, divisional applications, renewals or extensions of, and rights to claim priority from, those rights, and any similar right recognised from time to time in any jurisdiction, together

with all rights of action in relation to the infringement of any of the above;

**the Key Personnel:** the Principal Investigator, the Collaborator's Supervisor and any other key personnel identified as such in the Project Plan;

**Know-how:** unpatented technical information (including information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions) which is not in the public domain;

**the Location:** the location(s) at which the Project will be carried out as set out in the Project Plan;

**a Party:** the Institution or the Collaborator and any person who becomes a party to this Agreement pursuant to clause 2.14, and together they are **the Parties**;

**the Principal Investigator:** [insert name] or his or her successor appointed under clause 9.2;

**the Project:** the programme of work described in the Project Plan;

**the Project Period:** the period described in clause 2.1;

**the Project Plan:** the project plan annexed to this Agreement as Schedule 2, as varied from time to time under the terms of this Agreement [and under any Funding Conditions];

**the Results:** all information, data, techniques, Know-how, results, inventions, discoveries, software and materials (regardless of the form or medium in which they are disclosed or stored) identified or first reduced to practice or writing or developed in the course of the Project;

**the Territory:** [worldwide] OR [insert geographical area];

**a Variation Agreement:** a written agreement signed by or on behalf of the Parties and any proposed new party to this Agreement; and

**VAT:** value added tax chargeable under the Value Added Tax Act 1994, or any tax replacing that tax.

1.2 The headings in this Agreement are for ease of reference only; they do not affect its construction or interpretation.

1.3 References in this Agreement to **a person** include a natural person, corporate or unincorporated body (whether or not it has a separate legal personality).

- 1.4 A reference in this Agreement to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and includes all subordinate legislation made from time to time under that statute or statutory provision.
- 1.5 A reference in this Agreement to **writing** or **written** includes email.
- 1.6 A reference in this Agreement to any other agreement or document is a reference to that other agreement or document as varied or novated (in each case, unless in breach of this Agreement) from time to time.
- 1.7 References in this Agreement to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.8 Any words in this Agreement following the expression **including, include or in particular**, or any similar expression, are to be construed as illustrative and do not limit the sense of the words preceding that expression.
- 1.9 The acts and omissions of its Group Companies are deemed to be within the Collaborator's control, the acts and omissions of students are deemed to be within the Institution's control and the acts and omissions of any contractor are deemed to be within the control of the Party engaging that contractor.
- 1.10 Words and phrases defined in the Funding Conditions and not defined in this Agreement have the meaning given to them in the Funding Conditions when used in this Agreement.
- 1.11 If there is any conflict between the terms of this Agreement and the Funding Conditions, this Agreement will prevail in relation to the arrangements as between the Parties, but it will not affect the Parties' respective obligations to the Funding Body under the Funding Conditions.]

## 2. THE PROJECT

- 2.1 The Project [will begin on] **OR** [began on] the Commencement Date and will continue until [the earlier of the withdrawal of the External Funding and] the completion of the Project or any later date agreed in writing between the Parties, or until this Agreement is terminated in accordance with clause 8 or 9. If this Agreement is entered into after the Commencement Date, it will apply retrospectively to work carried out in relation to the Project on or after the Commencement Date.
- 2.2 [The Institution] **OR** [Each of the Parties] will carry out the tasks allotted to it in the Project Plan, and will provide the human and other resources, Background, materials, facilities and equipment which are designated as its responsibility in the Project Plan. The Project will be carried out under the direction and supervision of [the Principal Investigator] **OR** [the Collaborator's Supervisor]. The Project will be carried out at the Location.
- 2.3 [The Institution] **OR** [Each of the Parties] will obtain and maintain all regulatory and ethical licences, consents and approvals necessary to allow it to carry out the tasks allotted to it in the Project Plan and will carry out the Project in accordance with all laws and regulations which apply to its activities under or pursuant to this Agreement.
- 2.4 Each of the Parties will ensure that its employees and students (if any) involved in the Project: observe the conditions attaching to any regulatory and ethical licences, consents and approvals; keep complete and accurate records of all research, development and other work carried out in connection with the Project and of all Results, signed by the people who obtained or made each Result, and countersigned by an employee of that Party who is not a member of the research team but who understands the work; and comply with the Good Data Management Practices.

- 2.5 Each of the Parties will ensure that its staff and students (if any) (including in the case of the Collaborator, any staff of any Group Company) involved in the Project, when working on or visiting the other Party's premises, comply with the other Party's health and safety and security policies and procedures and, when accessing or using the other Party's information systems, comply with the other Party's information security policies and procedures.
- 2.6 [[The Institution] OR [Each of the Parties] will comply with Schedule 7. [At any time during the Project Period, the Collaborator may require changes to Part 3 of Schedule 7, where such changes are necessary to ensure that the Project is undertaken in compliance with the Collaborator's applicable policies and procedures.]]
- 2.7 Although [the Institution] OR [each of the Parties] will use reasonable endeavours to carry out the Project in accordance with the Project Plan, [the Institution does not undertake] OR [neither Party undertakes] that any research will lead to any particular result, nor does it guarantee a successful outcome to the Project.
- 2.8 [The Institution] OR [Each of the Parties] will provide [the Collaborator] OR [other Party] with [monthly][annual] OR [quarterly] reports summarising the progress of the Project and a copy of all of the Results.
- 2.9 [The Institution] OR [Each of the Parties] will notify the [Collaborator] OR [other] promptly after identifying any Result which [the Institution] OR [it] believes is patentable, and will supply the [Collaborator] OR [other] with copies of that Result. [The Institution] OR [Each of the Parties] will notify other Results to [the Collaborator] OR [other] in the reports provided under clause 2.8.
- 2.10 Each of the Parties warrants to the other that it has full power and authority under its constitution, and has taken all necessary actions and obtained all authorisations, licences, consents and approvals, to allow it to enter into and perform this Agreement [and it is not in breach of the Funding Conditions].
- 2.11 If a Party agrees to transfer any [biological or chemical] material to the other Party in connection with the Project, that transfer will be subject to the terms of a separate Materials Transfer Agreement entered into between the Parties in relation to that material.
- [2.12 If the Funding Conditions have not already been accepted by the Parties, this Agreement is conditional on each of the Parties accepting the Funding Conditions within [30] days after the date of the Funding Conditions or offer to provide External Funding.]
- [2.13 Each of the Parties will:
- 2.13.1 if it is a party to the Funding Conditions, comply with its obligations under the Funding Conditions;
  - 2.13.2 carry out the Project in accordance with the Funding Conditions; and
  - 2.13.3 notify the other Party in accordance with clause 10.1 immediately if it receives any notice or request from the Funding Body.]
- 2.14 No additional person may become a party to this Agreement without the written agreement of both the Collaborator and the Institution [and the Funding Body] and unless the additional person, the Collaborator and the Institution execute a Variation Agreement.
3. **FINANCIAL CONTRIBUTION [AND EXTERNAL FUNDING]**
- 3.1 [The allocation of the External Funding will be as set out in the Project Plan unless the Parties unanimously agree otherwise in writing.] [Each Party will keep complete and accurate accounts of

its expenditure on the Project.] The Collaborator will pay the Financial Contribution to the Institution in accordance with Schedule 1 within [30][60] OR [90] days after receipt by the Collaborator of a [monthly] OR [quarterly] invoice for the same. Where the Financial Contribution is being claimed against costs and expenses incurred by the Institution, each invoice must be accompanied by a statement certified by an authorised officer of the Institution.

- 3.2 Unless any VAT exemption applies, all amounts payable to the Institution under this Agreement are exclusive of VAT which the Collaborator will pay at the rate from time to time prescribed by law.
- 3.3 If the Collaborator fails to make any payment due to the Institution under this Agreement, without prejudice to any other right or remedy available to the Institution, the Institution may charge interest (both before and after any judgement) on the amount outstanding, on a daily basis [at the rate of [four] per cent per annum above the London 3 month Interbank Offer Rate from time to time in force] OR [in accordance with the Late Payments of Commercial Debts (Interest) Act 1998 as amended by the Late Payment of Commercial Debts Regulations 2013]. That interest will be calculated from the date or last date for payment to the actual date of payment, both dates inclusive, and will be compounded quarterly. The Collaborator will pay that interest to the Institution on demand.
- 3.4 [Except as set out in the Project Plan,] the Institution will own all equipment purchased or constructed by it, or for it, using the Financial Contribution [or any External Funding].

#### 4. USE AND EXPLOITATION OF INTELLECTUAL PROPERTY RIGHTS

- 4.1 This Agreement does not affect the ownership of any Intellectual Property Rights in any Background or in any other technology, design, work, invention, software, data, technique, Know-how, or materials which are not Results. The Intellectual Property Rights in them will remain the property of the Party which contributed them to the Project (or its licensors). No licence to use any Intellectual Property Rights is granted or implied by this Agreement except the rights expressly set out in this Agreement.
- 4.2 Each Party grants the other a royalty-free, fully paid-up, non-exclusive licence to use its Background for the purpose of carrying out the Project. Neither Party may grant any sub-licence to use the other's Background except that the Collaborator may allow any Group Company and any person working for or on behalf of the Collaborator or any Group Company, to use the Institution's Background for the purpose of carrying out the Project.
- 4.3 The Institution will own the Intellectual Property Rights in the Results and, subject to the Institution's obligations in clause 4.7.4, may take such steps as it may decide from time to time, at its expense, to register and maintain any protection for the Intellectual Property Rights in the Results, including filing and prosecuting patent applications for any of the Results and taking any reasonable action in respect of any alleged or actual infringement of any Intellectual Property Rights in the Results.
- 4.4 The Collaborator will ensure that its employees and those of any Group Company involved in the creation of the Results give the Institution such assistance (except financial assistance) as the Institution may reasonably request in connection with the registration and protection of the Intellectual Property Rights in any of the Results, including filing and prosecuting patent applications for any of the Results, and taking any action in respect of any alleged or actual infringement of any Intellectual Property Rights in any of the Results.
- 4.5 Where any third party such as a student or contractor is or has been involved in the Project, the Party engaging that third party will ensure that that third party has assigned to it (including making a prospective assignment where appropriate) all rights which that third party may have in the Results in order to be able to give effect to the provisions of this clause 4.



- 4.6 The Institution grants to the Collaborator a non-exclusive, indefinite, [fully paid-up, royalty free] licence (with the right to sub-licence to any Group Company and to any person working for, or on behalf of, the Collaborator or any Group Company, but only for the purpose of carrying out that work, and otherwise without the right to sub-licence) to use the Intellectual Property Rights in the Results for any purpose [within the Field] in the Territory.
- 4.7.1 The Institution and the Collaborator will, if the Collaborator gives the Institution written notice (**an Option Notice**) at any time during the Project Period plus a further [6] OR [12] months (together called **the Option Period**), negotiate the terms on which the Institution will assign to the Collaborator the Intellectual Property Rights in certain of the Results (**the Assignment**). [The Assignment may be made by the Institution's subsidiary company, [XYZ] Limited.]
- 4.7.2 Following the Institution's receipt of an Option Notice, the Parties will negotiate in good faith, for a period of up to [90 days] OR [6 months] after the date of receipt of the Option Notice (**the Negotiation Period**) an agreement for the Assignment. [The Assignment will include, without limitation, terms based on the provisions of Schedule 8.] If the Parties are unable to agree the terms of the Assignment within the Negotiation Period, the Collaborator's rights under clauses 4.7.1, 4.7.3 and 4.7.4 (but not the licence in clause 4.6) will lapse.
- 4.7.3 The Institution will not, during the Option Period or the Negotiation Period, negotiate with any third party with a view to granting a licence to use the Results or assigning the Intellectual Property Rights in the Results nor grant a licence to use the Results or assign the Intellectual Property Rights in the Results to any third party. During the [3][6] OR [12] months following the end of the Negotiation Period, the Institution will not grant a licence of any Result or assign the Intellectual Property Rights in any Result to any third party on any terms more favourable than those offered to the Collaborator pursuant to this clause 4.7.
- 4.7.4 Until the end of the Option Period and, if the Collaborator gives the Option Notice until the earlier of the end of Negotiation Period and the grant of the Licence, the Institution will consult with the Collaborator about making patent or other applications in respect of the Results. If, during the Negotiation Period, the Collaborator wishes the Institution to apply for any patent or other protection in relation to any of the Results, the Collaborator will reimburse to the Institution the reasonable costs and expenses incurred by the Institution since the date of this Agreement in relation to the filing and prosecution of that patent or other application, including patent agents' fees, as a result of any request by the Collaborator to apply for, or to maintain, any patent or other protection of any Result. If the Institution later licenses or assigns to a third party the Intellectual Property Rights in any of the Results for which the Collaborator has paid any such costs and expenses, the Institution will re-imburse those costs and expenses to the Collaborator.
- 4.8 Despite the provisions of clause 4.7 or any assignment pursuant to clause 4.7, the Institution and each employee and student of the Institution will have the irrevocable, royalty-free right to use the Results for Academic and Research Purposes, including [(after the Collaborator's rights under clause 4.7 have lapsed, but not in any other case)] research projects which are carried out by the Institution with any third party [in the commercial sector] [and Clinical Patient Care].

## 5. **ACADEMIC PUBLICATION AND IMPACT**

- 5.1 The Project is undertaken by the Institution in pursuance of a primary charitable purpose of the Institution; that is the advancement of education through teaching and research. Therefore, notwithstanding any other provision of this Agreement, any employee or student of the Institution (in each case whether or not involved in the Project) may, provided the Institution has not received a Confidentiality Notice under clause 5.2:

- 5.1.1 discuss work undertaken as part of the Project in Institution seminars, tutorials and lectures; and

5.1.2 Publish any Background of the Collaborator or any of the Results.

5.2 The Institution will submit to the Collaborator, in writing, details of any of the Results and any of the Collaborator's Background which any employee or student of the Institution intends to Publish, at least [30][60] OR [90] days before the date of the proposed submission for Publication. The Collaborator may, by giving written notice to the Institution (**a Confidentiality Notice**):

5.2.1 require the Institution to delay the proposed Publication for a maximum of [insert period] month(s) after receipt of the Confidentiality Notice if, in the Collaborator's reasonable opinion, that delay is necessary in order to seek patent or other protection for any of the Intellectual Property Rights in any of the Results or in any of the Collaborator's Background which are to be Published; or

5.2.2 prevent the Publication of any of the Collaborator's Background which is Confidential Information and which cannot be protected by patent or other Intellectual Property Right registration [or which may be protected in that way but which the Collaborator has chosen not to protect in that way].

The Collaborator must give that Confidentiality Notice within [15] OR [30] days after the Collaborator receives details of the proposed Publication. If the Institution does not receive a Confidentiality Notice within that period, the proposed Publication may proceed, [except in relation to the Collaborator's Background which is the Collaborator's Confidential Information and which may not be Published unless the Collaborator has given its written consent to that Publication].

5.3 The Collaborator acknowledges that the Institution is required by its funders to demonstrate the Institution's impact on society and agrees to provide to the Institution any information which the Institution reasonably requests in order to allow it to demonstrate that impact provided that, under or pursuant to this clause: the Institution will not be entitled to receive or disclose any of the Collaborator's Confidential Information or any information which identifies or allows any living individual to be identified and the information requested and disclosed under or pursuant to this clause will be general in nature..

## 6. CONFIDENTIALITY

6.1 [Without prejudice to any obligations of confidentiality in the Funding Conditions,] subject to clause 5, neither Party will [, either during the Project Period or for [3][5][7] OR [10] years after the end of the Project Period,] disclose to any third party, nor use for any purpose except as expressly permitted by this Agreement, any of the other Party's Confidential Information.

6.2 Neither Party (**the Recipient**) will be in breach of any obligation to keep any of the other Party's Confidential Information confidential or not to disclose it to any other party to the extent that:

6.2.1 if it is received from the other Party, it is known to the Recipient or any Group Company (demonstrable by written records) before its receipt from the other Party, and not already subject to any obligation of confidentiality to the other Party;

6.2.2 it is or becomes publicly known without any breach of this Agreement or any other undertaking to keep it confidential;

6.2.3 it has been obtained by the Recipient or any Group Company from a third party in circumstances where the Recipient has no reason to believe that there has been a breach of an obligation of confidentiality owed to the other Party;

6.2.4 it has been independently developed by the Recipient or any Group Company without reference to the other Party's Confidential Information;

- 6.2.5 it is disclosed pursuant to the requirement of any law or regulation (provided, in the case of a disclosure under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, none of the exceptions to that Act or those Regulations applies to the information disclosed) or pursuant to the order of any Court of competent jurisdiction or the requirement of any competent regulatory authority, and that, in each case where the law permits, the Party required to make that disclosure has informed the other, within a reasonable time after being required to make the disclosure, of the requirement to disclose and the information required to be disclosed; or
- 6.2.6 it is approved for release in writing by an authorised representative of the other Party.
- 6.3 The Institution will not be in breach of any obligation to keep any of the Collaborator's Background or information, confidential or not to disclose it to any third party, by:
- 6.3.1 [except in relation to the Collaborator's Background which is the Collaborator's Confidential Information,] Publishing any of them if the Institution has followed the procedure in clause 5.2 and has received no Confidentiality Notice within the period stated in that clause; or
- 6.3.2 making them available to any student of the Institution who needs to know them in order to exercise the rights granted in this Agreement, provided they are not used except as expressly permitted by this Agreement and the student undertakes to keep that Background and information confidential.
- 6.4 The Collaborator will not be in breach of any obligation to keep any of the Institution's Background, Results or other information confidential or not to disclose them to any third party, by making them available to any Group Company, or any person working for or on behalf of the Collaborator or any Group Company, who needs to know the same in order to exercise the rights granted in this Agreement, provided they are not used except as expressly permitted by this Agreement and the recipient undertakes to keep them confidential.
- 6.5 [Neither Party will be in breach of any obligation to keep any of the other Party's Confidential Information, confidential or not to disclose it to any third party by disclosing it to the Funding Body in accordance with the Funding Conditions.]
- 6.6 If the Institution receives a request under the Freedom of Information Act 2000 to disclose any information which, under this Agreement, is the Collaborator's Confidential Information, it will notify the Collaborator and will consult with the Collaborator promptly and before making any disclosure under that Act or those Regulations, the Institution will, where appropriate, take legal advice regarding the availability and applicability of any exemptions and any other options available, and will notify the Collaborator of the intended response to that request. The Collaborator will respond to the Institution within 10 days after receiving the Institution's notice if that notice requests the Collaborator to provide information to assist the Institution to determine whether or not an exemption to the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 applies to the information requested under that Act or those Regulations. The Collaborator may make representations in relation to that request and the proposed response and may request amendments to the proposed response. [At the Collaborator's request, except in order to comply with any court order or any decision of the Information Commissioner or the Information Tribunal, the Institution will not disclose any information which, under this Agreement, is the Collaborator's Confidential Information in response to a request under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 provided that:
- 6.6.1 the Collaborator makes that request in writing within 10 days after receiving the Institution's notice given under this clause 6.6; and

6.6.2 the Collaborator indemnifies the Institution and its employees and students (**the Indemnified Parties**), and keeps them fully and effectively indemnified, against each and every claim made against any of the Indemnified Parties as a result of the Institution not making any disclosure of the Collaborator's Confidential information in response to a request under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.]

6.7 Neither Party will use the other's name or the name of any of the Key Personnel provided by the other Party or the other Party's logo in any press release or product advertising, or for any other promotional purpose, without first obtaining the other Party's written consent.

6.8 [Notwithstanding any other provision of this Agreement, the Institution may identify the sums received from the Collaborator in the Institution's Annual Report and similar publications][, and the Collaborator may, in order to comply with any transparency reporting obligations to which it is subject, publish details of any transfers of value].]

## 7. LIMITATION OF LIABILITY

7.1 Each of the Parties warrants to the other that, to the best of its knowledge and belief (having made reasonable enquiry of those of its employees involved in the Project or likely to have relevant knowledge[, and in the case of the Institution any student involved in the Project], but not having made any search of any public register), any advice or information given by it or any of its employees or students who work on the Project, or the content or use of any Results, Background or materials, works or information provided in connection with the Project, will not constitute or result in any infringement of third party rights.

## OR

7.1 Neither of the Parties [except under clause 7.10] makes any representation or gives any warranty to the other that any advice or information given by it or any of its employees or students who work or have worked on the Project, or the content or use of any Results, Background or materials, works or information provided in connection with the Project, will not constitute or result in any infringement of third-party rights.

7.2 Except under the warrant[y][ies] in clause[s] [7.1 and] 7.10 and the indemnities in clauses [6.6,] 7.3 and 7.4, and subject to clause 7.8, neither Party accepts any liability or responsibility for any use which may be made by the other Party of any of the Results, nor for any reliance which may be placed by that other Party on any of the Results, nor for advice or information given in connection with any of the Results.

7.3 Subject to clause 7.7.1, the Collaborator [and the Institution] (**the Indemnifying Party**) will indemnify the other Party, and its employees and students (together **the Indemnified Parties**), and keep them fully and effectively indemnified, against each and every claim made against any of the Indemnified Parties as a result of the Indemnifying Party's use of any of the following: the Results and any materials, works or information received from an Indemnified Party pursuant to this Agreement, provided that the Indemnified Party must:

7.3.1 promptly notify the Indemnifying Party of details of the claim;

7.3.2 not make any admission in relation to the claim;

7.3.3 take reasonable steps to mitigate its losses and expenses arising from the claim;

7.3.4 allow the Indemnifying Party to have the conduct of the defence and settlement of the claim; and

7.3.4 give the Indemnifying Party all reasonable assistance (at the Indemnifying Party's expense) in dealing with the claim.

The indemnity in this clause 7.3 will not apply to the extent that the claim arises as a result of the Indemnified Party's negligence, its breach of clause 6, its deliberate breach of this Agreement or its knowing infringement of any third party's Intellectual Property Rights or its knowing breach of any third party's rights of confidence.

7.4 Subject to clause 7.7.3, each Party will indemnify the other and keep it fully and effectively indemnified on demand against all costs, claims, demands, expenses and liabilities of any nature arising out of or in connection with any breach by it of Schedule 6.

7.5 Subject to clauses 7.7 and 7.8, and except under the indemnities in clauses [6.6, ]7.3 and 7.4, the liability of either Party to the other for any breach of this Agreement, any negligence or arising in any other way out of the subject matter of this Agreement, the Project and the Results, will not extend to:

7.5.1 any indirect damages or losses; or

7.5.2 any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity, whether direct or indirect,

even if the Party bringing the claim has advised the other of the possibility of those losses, or if they were within the other Party's contemplation.

7.6 Subject to clauses 7.7 and 7.8, the aggregate liability of each Party to the other for all and any breaches of this Agreement, any negligence or arising in any other way out of the subject matter of this Agreement, the Project and the Results, will not exceed in total [the Financial Contribution][the portion of the External Funding allocated to that Party] OR [£insert figure].

7.7 Subject in each case to clause 7.8, the aggregate liability of each Party to the other:

7.7.1 under the indemnity in clause 7.3 will not exceed in total £[insert figure];

7.7.2 under the indemnity in clause 7.4 will not exceed in total £[insert figure]; and

[7.7.3 for all and any breaches of the Funding Conditions will not exceed in total [the amount of the External Funding]]

7.8 Nothing in this Agreement limits or excludes either Party's liability for:

7.8.1 death or personal injury caused by negligence;

7.8.2 any fraud or for any sort of liability that, by law, cannot be limited or excluded;

7.8.4 any loss or damage caused by a deliberate breach of this Agreement.

7.9 The express undertakings and warranties given by the Parties in this Agreement are in lieu of all other warranties, conditions, terms, undertakings and obligations, whether express or implied by statute, common law, custom, trade usage, course of dealing or in any other way. All of these are excluded to the fullest extent permitted by law.

7.10 [Any assignment of Intellectual Property Rights made pursuant to clause 4.7 will be made with full title guarantee.] OR [The Institution warrants to the Collaborator in relation to any assignment of Intellectual Property Rights made by it pursuant to clause 4.7 that:

7.10.1 it has the right to dispose of those Intellectual Property Rights and that it will, at its own cost, do all that it reasonably can to give the title which it purports to give; and

7.10.1 that the Intellectual Property Rights assigned are free from all charges and encumbrances and rights of any third party (except those of which the Institution is unaware or of which it could not reasonably be aware).]

## 8. **FORCE MAJEURE**

If the performance by a Party of any of its obligations under this Agreement (except a payment obligation) is delayed or prevented by circumstances beyond its reasonable control, that Party will not be in breach of this Agreement because of that delay in performance. However, if the delay in performance lasts more than [3] OR [6] months, the other Party may terminate this Agreement with immediate effect by giving written notice to the Party whose performance is delayed or prevented.

## 9. **TERMINATION**

9.1 Either Party may terminate this Agreement with immediate effect by giving notice to the other Party if the other Party:

9.1.1 is in breach of any provision of this Agreement and (if it is capable of remedy) the breach has not been remedied within [30][60] OR [90] days after receipt of written notice specifying the breach and requiring its remedy;

9.1.2 becomes insolvent, or if an order is made or a resolution is passed for its winding up (except voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed over the whole or any part of the other party's assets, or if the other party makes any arrangement with its creditors; or

9.1.3 commits any breach of Schedule 5 [or Schedule 7].

9.2 Each of the Parties will notify the other promptly if at any time any of the Key Personnel appointed by that Party is unable or unwilling to continue to be involved in the Project. Within [3] OR [6] months after the date of that notice, the Party who originally appointed that member of the Key Personnel will nominate a successor. The other Party will not unreasonably refuse to accept the nominated successor, but if the successor is not acceptable to the other Party on reasonable grounds, or if the appointor cannot find a successor, either Party may terminate this Agreement by giving the other not less than [3] months' notice.

9.3 [The Collaborator may terminate this Agreement at any time provided the Collaborator complies with clauses 9.6 and 9.7, by giving not less than [3] months' notice to the Institution.]

9.4 Clauses 1, 3, 4 (subject to clause 9.5), 5, 6, 7, 8, 9.4, 9.5, 9.6, 9.7, 9.8 and 10 will survive the completion of the Project or the termination of this Agreement for any reason and will continue in full force and effect indefinitely or, in the case of clause 6, in accordance with clause 6.1.

9.5 On the termination of this Agreement under clauses 8. 9.1, 9.2 or 9.3 all rights and licences granted by one Party to the other Party under or pursuant to this Agreement will automatically terminate except:

9.5.1 any rights to use any Results or Background for Academic and Research Purposes;

9.5.2 any right to Publish in accordance with clause 5; and

- 9.5.3 if the Collaborator terminates this Agreement in accordance with clause 9.1, the licence granted to the Collaborator under clause 4.6 will survive the termination of this Agreement and will continue indefinitely.
- 9.6 On the termination of this Agreement, the Collaborator will pay the Institution for all work done before termination [and not covered by the External Funding]. If termination occurs pursuant to clause 9.2 [or 9.3], the Collaborator will re-imburse the Institution for all costs and expenses which the Institution has incurred or agreed to incur and which the Institution is unable to cancel.
- 9.7 Following the termination of this Agreement [by the Institution] under clause 9.1 or 9.2 [or by the Collaborator under clause 9.3], if the Financial Contribution is intended to cover the costs of employing any Institution staff involved in the Project, the Collaborator will continue to reimburse, in accordance with clause 3, the actual direct employment costs of staff who were appointed by the Institution to work on the Project before the service of the notice, provided that the Institution takes all reasonable steps to minimise those costs. Reimbursement will continue until the effective date of termination of each staff contract or the date on which the Project was to have ended (whichever is the earlier). Those direct employment costs will include a proportion of any redundancy costs which have been incurred by the Institution as a direct result of the termination of this Agreement, that proportion to be calculated by dividing the individual's involvement in the Project by the duration of his period of employment by the Institution.
- 9.8 If the Collaborator has paid any of the Financial Contribution in advance and the whole of that contribution has not, by the end of the Project Period or the termination of this Agreement, been used by the Institution for the purposes for which that Financial Contribution was provided, the Institution will return to the Collaborator the unused portion of that contribution.

## 10. GENERAL

- 10.1 **Notices:** Any notice to be given under this Agreement must be in writing, must be delivered to the other Party by any of the methods set out in the left hand column below, and will be deemed to be received on the corresponding day set out in the right hand column:

<b>Method of service</b>	<b>Deemed day of receipt</b>
By hand or courier	the day of delivery
By pre-paid first class post	the second Business Day after posting
By recorded delivery post	the next Business Day after posting

The Parties' respective representatives for the receipt of notices are, until changed by notice given in accordance with this clause, as follows:

<b>For the Institution:</b>	<b>For the Collaborator:</b>
Name:	Name:
Address:	Address:

- 10.2 **Assignment:** Neither Party may assign or transfer this Agreement as a whole, or any of its rights or obligations under it, without first obtaining the written consent of the other Party[, except that the Collaborator may assign this Agreement as a whole to a Group Company without the consent of the Institution]. Neither Party will unreasonably withhold or delay its consent.

- 10.3 **Illegal/unenforceable provisions:** If the whole or any part of any provision of this Agreement is void or unenforceable in any jurisdiction, the other provisions of this Agreement, and the rest of the void or unenforceable provision, will continue in force in that jurisdiction, and the validity and enforceability of that provision in any other jurisdiction will not be affected.
- 10.4 **Waiver of rights:** If a Party fails to enforce, or delays in enforcing, an obligation of the other party, or fails to exercise, or delays in exercising, a right under this Agreement, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver of any provision of this Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.
- 10.5 **No agency:** Nothing in this Agreement creates, implies or evidences any partnership or joint venture between the Parties, or the relationship between them of principal and agent. Neither Party has any authority to make any representation or commitment, or to incur any liability, on behalf of the other.
- 10.6 **Entire agreement:** This Agreement [and the Funding Conditions] constitute[s] the entire agreement between the Parties relating to its subject matter. Each Party acknowledges that it has not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement. Each Party waives any claim for breach of this Agreement, or any right to rescind this Agreement in respect of any representation which is not an express provision of this Agreement. However, this clause does not exclude any liability which either Party may have to the other (or any right which either Party may have to rescind this Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment before the signing of this Agreement.
- 10.7 **Formalities:** Each Party will take any action and execute any document reasonably required by the other Party to give effect to any of its rights under this Agreement, or to enable their registration in any relevant territory provided the party making the request pays the other Party's reasonable expenses.
- 10.8 **Amendments:** No variation or amendment of this Agreement will be effective unless it is made in writing and signed by each Party's representative.
- 10.9 **Third parties:** No one except a Party has any right to prevent the amendment of this Agreement or its termination, and no one except a Party may enforce any benefit conferred by this Agreement, unless this Agreement expressly provides otherwise, except that each Indemnified Party will have the benefit of the relevant indemnity and Key Personnel will have the benefit of clause 6.7, in each case under the Contracts (Rights of Third Parties) Act 1999.
- 10.10 **Governing law:** This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation are governed by, and this Agreement is to be construed in accordance with, English law. The English Courts will have exclusive jurisdiction to deal with any dispute (including any non-contractual claim or dispute) which has arisen or may arise out of, or in connection with, this Agreement, except that a Party may bring proceedings to protect its Intellectual Property Rights or Confidential Information in any jurisdiction.
- 10.11 **Escalation:** If the Parties are unable to reach agreement on any issue concerning this Agreement or the Project within 14 days after one party has notified the other of that issue, they will refer the matter to [insert officer] in the case of the Institution, and to [insert officer] in the case of the Collaborator in an attempt to resolve the issue within [14] days after the referral. Either Party may bring proceedings in accordance with clause 10.10 if the matter has not been resolved within that [14] day period, and either Party may bring proceedings to protect its Intellectual



Property Rights or Confidential Information in any jurisdiction, whether or not any issue has been escalated under this clause.

10.12 **Anti-Bribery:** Each party will comply with the provisions set out in Schedule 5.

10.13 **Data Protection:** Each party will comply with the provisions set out in Schedule 6.

10.14 **Counterparts:** This Agreement may be executed in any number of counterparts. Once it has been executed and each Party has executed at least one counterpart, each counterpart will constitute a duplicate original copy of this Agreement. All the counterparts together will constitute a single agreement. The transmission of an executed counterpart of this Agreement (but not just a signature page) by e-mail (such as in PDF or JPEG) will take effect as the delivery of an executed original counterpart of this Agreement. If that method of delivery is used, each Party will provide the other Party with the original of the executed counterpart as soon as possible.

**10.15 Export Control:** each Party will comply with applicable UK export control legislation and regulations. Each Party will comply with the specific conditions of any US export control legislation of which the other Party has informed it in writing and which are applicable to it.]

**SIGNED** for and on behalf of the Institution:

**SIGNED** for and on behalf of the Collaborator:

Name

Name

Position

Position

Signature

Signature

[Read and understood by the Principal Investigator:

Read and understood by the Collaborator's Supervisor:

.....

.....

Signature

Signature

.....

.....

Date

Date]

**SCHEDULE 1**

**The Financial Contribution**

## **SCHEDULE 2**

### **The Project Plan**

**Project Title**

**Project Objectives**

**Location**

**Background/Materials to be contributed by each Party**

**Tasks to be carried out by each Party**

**Timetable**

**Human resources, facilities and equipment each Party is to provide**

**Results Anticipated**

**Key Personnel of each Party**

**Allocation of External Finding**

**[Equipment ownership]**

**Other Terms**

**[SCHEDULE 3**

**The Funding Conditions]**

## **SCHEDULE 4**

### **Good Data Management Practices**

1. Research data must be generated using sound scientific techniques and processes;
2. Research data must be accurately recorded in accordance with good scientific practices by the people conducting the research;
3. Research data must be analysed appropriately, without bias and in accordance with good scientific practices;
4. Research data and the Results must be stored securely and be easily retrievable;
5. Data trails must be kept to allow people to demonstrate easily and to reconstruct key decisions made during the conduct of the research, presentations made about the research and conclusions reached in respect of the research; and
6. Each Party has the right, on not less than [30] days written notice, to visit the other Party to verify that the other Party is complying with the above practices and procedures.

## SCHEDULE 5

### Anti-Bribery

1. Each Party will, in connection with the Project:
  - 1.1 comply with all laws, statutes and regulations which apply to it or its activities and which relate to anti-bribery or anti-corruption (or both), including the Bribery Act 2010;
  - 1.2 not do anything which would constitute an offence under section 1, 2 or 6 of the Bribery Act 2010 if it had been carried out in the United Kingdom;
  - 1.3 have policies and procedures (including adequate procedures as determined in accordance with section 7(2) of the Bribery Act 2010 and any guidance issued under section 9 of that Act) to ensure compliance with paragraphs 1.1 and 1.2 above;
  - 1.4 follow and enforce the policies and procedures referred to in paragraph 1.3 above;
  - 1.5 promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by it;
  - 1.6 provide such evidence of compliance with this Schedule as the other party may reasonably request from time to time;
  - 1.7 keep accurate and up to date records and books of account showing all payments made by it in connection with this Agreement and the Project and the steps taken by it to comply with this Schedule sufficient to enable the other party to verify compliance with this Schedule. (Those records and books of account must be sufficient to allow the other Party to verify compliance with this Schedule.); and
  - 1.8 on request during normal working hours, allow the other Party access to and to copy those records and accounts and to meet with its personnel to verify compliance with this Schedule.
2. Each Party will ensure that any person associated with it (as determined in accordance with section 8 of the Bribery Act 2010 and paragraph 4 below) who is involved in the Project, is involved in the Project only on the basis of a written contract which imposes on that person terms equivalent to those imposed on that Party in this Schedule.
3. Each Party will ensure that each person referred to in paragraph 2 above complies with terms equivalent to the terms imposed by this Schedule, and will be liable to the other Party for any breach by that person of any of those terms.
4. A person associated with a party includes its employees, its students, its group companies and subcontractors and their respective employees.

## SCHEDULE 6

### Data Protection

Where a Party Processes any Personal Data for the purpose of the Project on behalf of the other Party, the provisions of this Schedule will apply to them.

1. The [Collaborator]OR[Institution] will determine the purpose(s) of the Processing of the Personal Data Processed for the purposes of the Project (the Project Personal Data) and will be **the Controller** and the [Collaborator]OR[Institution] will be **the Processor**.
2. The Appendix to this Schedule lists the subject matter of the Processing, the duration of the Processing, the nature and purpose of the Processing, the types of Personal Data Processed and the categories of Data Subjects to whom the Project Personal Data relate.
3. Each Party's obligations under this Schedule are in addition to, and do not relieve, remove or replace, its obligations under the Data Protection Legislation.
4. Each Party will, where required by the Data Protection Legislation, appoint a Data Protection Officer, provide details of that person to the other Party and notify the other Party as soon as reasonably possible of any changes in that person or his or her details.
5. The Processor will:
  - 5.1 Process the Project Personal Data only in accordance with the Controller's written instructions from time to time, including with regard to transfers of the Project Personal Data to a country outside the European Union (which, for these purposes, includes the United Kingdom, even if it is no longer a member of the European Union) or to an International Organisation, unless required to do so by any law to which the Processor is subject; in such a case, the Processor will inform the Controller of that legal requirement before Processing the relevant Project Personal Data, unless that law prohibits such information on important grounds of public interest;
  - 5.2 as soon as reasonably possible inform the Controller if the Processor thinks that any instruction to hand information to the Controller is in breach of the Data Protection Legislation;
  - 5.3 Process the Project Personal Data only for the purpose of carrying out the Project;
  - 5.4 ensure that all persons authorised by it to Process the Project Personal Data, before they have access to the Project Personal Data, have received appropriate training in relation to data protection and the protection and use of Personal Data and have committed themselves to keep the Project Personal Data confidential (at least to the same standard of confidentiality as is required by this Agreement) or are under an appropriate statutory obligation of confidentiality;
  - 5.5 maintain a written record of all categories of Processing activities carried out on behalf of the Controller, containing:
    - 5.5.1 the name and contact details of the Processor and its Subprocessors and of the Controller, and, where applicable, of the Processor's and its Subprocessors' Data Protection Officers and any Representative;
    - 5.5.2 the categories of Processing of Personal Data carried out on behalf of the Controller;

- 5.5.3 where applicable, transfers of any of the Project Personal Data outside the European Union (which, for these purposes, includes the United Kingdom, even if it is no longer a member of the European Union) or to an International Organisation, including the identification of that country or International Organisation and documentation of suitable safeguards adopted in connection with that transfer; and
    - 5.5.4 a general description of the technical and organisational security measures taken in respect of the Project Personal Data.
  - 5.6 provide the Controller, on request, with a copy of the records referred to in paragraph 5.5;
  - 5.7 make the records referred to in paragraph 5.5 available to any competent Supervisory Authority on request and will, as soon as reasonably possible, notify the Controller that it has done so; and
  - 5.8 all other respects, comply with all the duties and obligations imposed from time to time on Processors by the Data Protection Legislation.
6. Without prejudice to paragraph 5, the Processor will take appropriate technical and organisational measures:
- 6.1 in such a way that the Processing of the Project Personal Data will meet the requirements of the Data Protection Legislation and will ensure the protection of the rights of Data Subjects and allow the Controller to fulfil its obligations to Data Subjects, including the Controller's obligations to respond to requests by Data Subjects to exercise their rights of access, rectification or erasure, to restrict or object to the processing of their Personal Data, or to data portability;
  - 6.2 to ensure a level of security appropriate to the risk, including amongst other things, as appropriate:
    - 6.2.1 the encryption of the Project Personal Data;
    - 6.2.2 the ability to ensure the on-going confidentiality, integrity, availability and resilience of systems and services Processing the Project Personal Data;
    - 6.2.3 the ability to restore the availability and access to the Project Personal Data in a timely manner in the event of a physical or technical incident;
    - 6.2.4 having and implementing a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing of the Project Personal Data; and
  - 6.3 to ensure the security of the Project Personal Data and the reliability of the Processor's personnel who may have access to, or be involved in, the Processing of the Project Personal Data, including by carrying out appropriate verification checks.
7. Without prejudice to the provisions of paragraph 6, the Processor will keep all of the Project Personal Data secure from any unauthorised or accidental use, access, disclosure, damage, loss or destruction.
8. The Processor will take steps to ensure that any natural person acting under its authority who has access to any of the Project Personal Data does not Process them except on instructions from the Controller, unless he or she is required to do so by applicable law.



9. The Processor will not transfer any of the Project Personal Data outside the European Union (which, for these purposes, includes the United Kingdom, even if it is no longer a member of the European Union) or to an International Organisation, even if in response to a legal requirement outside Europe without first obtaining the written consent of the Controller and, notwithstanding the Controller giving any such consent, the Processor will not make any such transfer except in accordance with the Data Protection Legislation.
10. Without prejudice to paragraph 9:
  - 10.1 if the Processor Processes any of the Project Personal Data in, or transfers any of it to, a country or territory outside the European Union (which, for these purposes, includes the United Kingdom, even if it is no longer a member of the European Union) which does not ensure an adequate level of protection for the rights and freedoms of Data Subjects in relation to the Processing of Personal Data, the Processor will first enter into the standard contractual clauses for the transfer of personal data from the EU to third countries (controller-to-processor transfers) contained in the Annex to the Commission Decision of 5 February 2010 (Decision 2010/87/EU) amending Decision 2002/16/EC (or any standard or model clauses or agreement replacing the same) (**the Standard Contractual Clauses**) with the Controller; and
  - 10.2 without prejudice to paragraph 10.1, if the Processor is in the European Union (which, for these purposes, includes the United Kingdom, even if it is no longer a member of the European Union) but will use a Subprocessor in, or will transfer any of the Project Personal Data to a Subprocessor in, a country or territory outside the European Union (which, for these purposes, includes the United Kingdom, even if it is no longer a member of the European Union) which does not ensure an adequate level of protection for the rights and freedoms of Data Subjects in relation to the Processing of Personal Data, the Processor will first enter into the Standard Contractual Clauses with that Subprocessor on behalf of, and in the name of, the Controller.
11. The Processor will, on the Controller's request:
  - 11.1 comply with any request from the Controller to amend, rectify, transfer, block or destroy any of the Project Personal Data;
  - 11.2 [securely destroy and permanently delete from the Processor's and its Subprocessors' systems (including back-up and archive systems)]OR [deliver to the Controller in [XXX] format] all copies of any of the Project Personal Data held by the Processor or any of its Subprocessors and in any case on the termination or expiry of this Agreement (except any of the Project Personal Data which any law to which the Processor is subject requires the Processor to continue to store that Personal Data);
  - 11.3 provide the Controller with such information about the Processor's and its Subprocessors' Processing of the Project Personal Data and such assistance as the Controller may request from time to time to allow the Controller to meet its obligations under the Data Protection Legislation, including the Controller's obligations to Data Subjects and in relation to data security and Data Protection Impact Assessments, and to allow the Controller to be able to demonstrate compliance with the Data Protection Legislation;
  - 11.4 take such other action or refrain from taking any action necessary to comply with, or to allow the Controller to comply with, the Data Protection Legislation or the order of any competent Supervisory Authority or court of competent jurisdiction; and
  - 11.5 co-operate with any competent Supervisory Authority.

12. The Processor will notify the Controller as soon as reasonably possible if the Processor becomes aware of any of the following: any breach of this Schedule, any breach of any of the Data Protection Legislation, and any Personal Data Breach. That notice must (at least):
  - 12.1 describe the nature and facts of the breach including, where possible, the categories and approximate number of Data Subjects (if any) concerned and the categories and approximate number of data records concerned;
  - 12.2 communicate the name and contact details of the Data Protection Officer or other contact point where more information can be obtained;
  - 12.3 describe the likely consequences of the breach; and
  - 12.4 describe the measures taken or proposed to be taken by the Processor to address and remedy the breach, including, where appropriate, to mitigate its possible adverse effects.
13. The Processor will give written notice to the Controller, as soon as reasonably possible, should the Processor or any Subprocessor receive any request, complaint, notice, order or communication which relates directly or indirectly to the Processing of the Project Personal Data or to compliance with the Data Protection Legislation and, at the same time, will forward that request, complaint, notice, order or communication to the Controller. The Processor will cooperate with the Controller and give it such information and assistance as the Controller may reasonably require in relation to that request, complaint, notice or communication to enable the Controller to respond to the same in accordance with any deadline and any requirement to provide information. The Processor will not act on any such request, complaint, notice, order or communication without first obtaining the Controller's written consent.
14. The Processor will allow the Controller (or its representatives) at reasonable times and from time to time, to inspect and review the Processor's and its Subprocessors compliance with this Schedule and the Data Protection Legislation and the Processor will give the Controller any assistance which the Controller may reasonably require in connection with that inspection and review. The Processor will ensure that its Subprocessors will give the Controller any assistance the Controller reasonably requires to carry out that inspection and review.
15. The Processor will, as quickly as possible, rectify any and all security weaknesses and vulnerabilities reported to it by the Controller and will confirm to the Controller in writing when this has been done.
16. In the event of an unexpected even which affects the Processor's ability to process the Project Personal Data in accordance with this Schedule, including any storm, fire, flood, telecommunications failures, IT systems failures and breaches of security, the Processor will invoke and implement a recovery plan so that the Processor is still able to provide and does Process the Project Data in accordance with this Schedule.
17. The Processor will comply with [BS ISO/IEC 27001:2013, the Information Security Management System Standard published by the International Organization for Standardization and 27002:2014, the Code of Practice for Information security Controls, each as amended from time to time or, in each case, any higher standard published from time to time by the relevant authority (ISO 27001)] and will provide to the Controller, at least once every 12 months, a report or certificate by an independent third party qualified to give that report or certificate of the Processor's and its Subprocessors' compliance with this Schedule and [ISO 27001]. [The Processor will neither do, nor omit to do, anything which places the Controller in breach of ISO 27001. The Processor will promptly supply any and all information and will complete any and all questionnaires which the Controller reasonably requests to allow the Controller to obtain or maintain certification under ISO 27001 and to allow the Controller to comply with ISO 27001.]

18. The Processor will not appoint any Subprocessor without first obtaining the Controller's written consent. Notwithstanding the Controller giving any consent to the Processor appointing any Subprocessor, Processor will:
  - 18.1 impose on each Subprocessor obligations equivalent to or at least as onerous as those imposed on the Processor in this Schedule;
  - 18.2 monitor each Subprocessor's compliance with those obligations and ensure that each Subprocessor complies with those obligations; and
  - 18.3 be liable to the Controller for the acts and omissions of the Processor's Subprocessors as though they were the Processor's own acts and omissions.
19. This Schedule will, at the request of either Party, be amended from time to time insofar as is necessary or desirable to achieve any or all of the following:
  - 19.1 to bring this Schedule or either Party's or both Parties' obligations in respect of the Project Personal Data into line with the Data Protection Legislation; or
  - 19.2 to allow either Party or both Parties to comply with the Data Protection Legislation and the requirements and recommendations of any competent Supervisory Authority.
20. The Controller will comply with all the duties and obligations imposed from time to time on Controllers by the Data Protection Legislation and, without prejudice to the foregoing, the Controller will:
  - 20.1 establish and document the legal basis or bases on which the Controller Processes any and all of the Project Personal Data;
  - 20.2 where any Special Category Personal Data is Processed, establish and document the condition which justifies the Processing of that Special Category Personal Data for the Project;
  - 20.3 provide Data Subjects with all information necessary to, and obtain any and all Consents from Data Subjects necessary to, allow the Controller to: Process their Personal Data in accordance with this Schedule; transfer their Personal Data to the Processor; and have the Processor Process their Personal Data in accordance with this Schedule, including (without limitation) any automated decision making or profiling carried out by the Processor on the Controller's instructions or at the Controller's request;
  - 20.4 at the Processor's request, provide the Processor with details of the legal basis on which any the Project Personal Data are Processed and the condition which justifies the Processing of any Special Category Personal Data, and with copies of any Consent obtained from any Data Subject;
  - 20.5 if the legal basis for Processing any of the Project Personal Data or the condition to be met to justify the Processing of any Special Category Personal Data for the purposes of the Project is the Data Subject's Consent, and that Consent is withdrawn, or if any Data Subject objects to any Processing of his or her Personal Data carried out by the Processor for the Controller or exercises his or her right to erasure or restriction or any other right under the Data Protection Legislation, as soon as possible, give notice of that withdrawal, objection or the exercise of that right and of the Project Personal Data affected to the Processor. (The Processor may stop Processing that Project Personal Data and delete it from its systems unless, the Controller demonstrates that the Controller has another legal basis for processing that Project Personal Data or that the Processing meets any other condition which justifies the Processing of Special Category Personal

Data for the purposes of the Project, or that there are compelling legitimate grounds for the Processing which override the interests, rights and freedoms of the Data Subject, or that the Processing is necessary for the establishment, exercise or defence of legal claims.);

- 20.6 provide the Processor with such instructions regarding the Processing of the Project Personal Data as may be necessary to allow the processor to Process the Project Personal Data for the purposes of the Project and not give the Processor any unlawful instruction;
  - 20.7 not instruct the Data Processor to transfer any of the Project Personal Data outside the European Union (including for these purposes the UK, even though the UK may have ceased to be a member state of the European Union) or to an International Organisation unless: i) the European Commission has made a Decision of Adequacy; or ii) the Controller has provided appropriate safeguards and has provided the Processor with details of any safeguards which the Controller has implemented to ensure that the transfer is not in breach of the Data Protection Legislation;
  - 20.8 carry out any Data Protection Impact Assessments in respect of the Processing of the Project Personal Data necessary to comply with the Data Protection Legislation.
21. All expressions used in this Schedule beginning with a capital letter (and not defined in this Schedule or elsewhere in this Agreement) have the meaning given to them in the Data Protection Legislation.
  22. The provisions of this Schedule will continue in full force and effect for so long as the Processor Processes any Personal Data on behalf of the Controller, notwithstanding the termination of this Agreement or the completion of the Project.
  23. The Processor will indemnify the Controller and keep the Controller fully and effectively indemnified on demand against any and all costs, claims, demands, damages, expenses and liabilities of any nature and against any and all fines and penalties arising out of or in connection with any breach by the Processor or any of its Subprocessors of this Schedule. This paragraph will survive the termination of this Agreement, the completion of all Processing of the Project Personal Data by the Processor and its Subprocessors and the completion of the Project, and will continue in force without limit in time.

## **The Appendix**

The Subject Matter of the Processing

[insert details]

The Duration of the Processing

[insert details]

The Nature and Purpose of the Processing

[insert details]

The Types of Personal Data Processed

[insert details]

The Categories of Data Subjects to whom the Project Personal Data relate

[insert details]

OR

## SCHEDULE 6

### Data Protection

Where both Parties determine the purpose of the Processing in respect of any Personal Data which is Processed for the purpose of the Project, the provisions of this Schedule will apply to them.

1. Each of the Parties (**the Controller**) will be a Controller in relation to the Personal Data which is Processed for the purposes of the Project (**the Project Personal Data**).
2. The Appendix to this Schedule lists the subject matter of the Processing, the duration of the Processing, the nature and purpose of the Processing, the types of Personal Data Processed, the categories of Data Subjects to whom the Project Personal Data relate, and the retention periods for the Project Personal Data.
3. Each Controller's obligations under this Schedule are in addition to, and do not relieve, remove or replace, its obligations under the Data Protection Legislation.
4. Each Controller will, where required by the Data Protection Legislation, appoint a Data Protection Officer, provide details of that person to the other Party and notify the other Party, as soon as reasonably possible, of any changes in that person or his or her details.
5. Each Controller will:
  - 5.1 Process the Project Personal Data only for the purpose of carrying out the Project;
  - 5.2 ensure that all persons authorised by it to Process the Project Personal Data, before they have access to the Project Personal Data, have received appropriate training in relation to data protection and the protection and use of Personal Data and have committed themselves to keep the Project Personal Data confidential (at least to the same standard of confidentiality as is required by this Agreement) or are under an appropriate statutory obligation of confidentiality;
  - 5.3 maintain a written record of all categories of Processing activities carried out by it, containing:
    - 5.3.1 the name and contact details of any Processor (which for the purposes of this Schedule includes, where the context permits, any Subprocessor) used by it to Process any of the Project Personal Data and, where applicable, of the any Processors' Data Protection Officers and any Representative;
    - 5.3.2 the categories of Processing of Personal Data carried out by it or any Processor used by it to Process any of the Project Personal Data;
    - 5.3.3 where applicable, transfers of the Project Personal Data outside the European Union (which, for these purposes, includes the United Kingdom, even if it is no longer a member of the European Union) or to an International Organisation, including the identification of that country or International Organisation and documentation of suitable safeguards adopted in connection with that transfer; and
    - 5.3.4 a general description of the technical and organisational security measures taken in respect of any of the Project Personal Data.

- 5.4 provide the other Controller, on request, with a copy of the records referred to in paragraph 5.3; and
  - 5.5 make the records referred to in paragraph 5.3 available to any competent Supervisory Authority on request and will, as soon as reasonably possible, notify the other Controller that it has done so.
6. Without prejudice to paragraph 5, each Controller will take appropriate technical and organisational measures:
  - 6.1 in such a way that its Processing of the Project Personal Data will meet the requirements of the Data Protection Legislation and will ensure the protection of the rights of Data Subjects and allow it and the other Controller to fulfil its obligations to Data Subjects, including the other Controller's obligations to respond to requests by Data Subjects to exercise their rights of access, rectification or erasure, to restrict or object to the processing of their Personal Data, or to data portability;
  - 6.2 to ensure a level of security appropriate to the risk, including amongst other things, as appropriate:
    - 6.2.1 the encryption of the Project Personal Data;
    - 6.2.2 the ability to ensure the on-going confidentiality, integrity, availability and resilience of systems and services Processing the Project Personal Data;
    - 6.2.3 the ability to restore the availability and access to the Project Personal Data in a timely manner in the event of a physical or technical incident;
    - 6.2.4 having and implementing a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing of the Project Personal Data; and
  - 6.3 to ensure the security of the Project Personal Data and the reliability of its personnel who may have access to, or be involved in, the Processing of the Project Personal Data, including by carrying out appropriate verification checks.
7. Without prejudice to the provisions of paragraph 6, each Controller will keep all of the Project Personal Data secure from any unauthorised or accidental use, access, disclosure, damage, loss or destruction.
8. Each Controller will take steps to ensure that any natural person acting under its authority who has access to any of the Project Personal Data does not Process them except on its instructions, unless he or she is required to do so by applicable law.
9. Neither Controller will transfer any of the Project Personal Data outside the European Union (which, for these purposes, includes the United Kingdom, even if it is no longer a member of the European Union) or to an International Organisation, even if in response to a legal requirement outside Europe without first obtaining the written consent of the other Controller and, notwithstanding the other Controller giving any such consent, neither Controller will make any such transfer except in accordance with the Data Protection Legislation.
10. Without prejudice to paragraph 9:
  - 10.1 if either Controller Processes any of the Project Personal Data in, or transfers any of it to, a country or territory outside the European Union (which, for these purposes, includes the United Kingdom, even if it is no longer a member of the European Union) which does not

ensure an adequate level of protection for the rights and freedoms of Data Subjects in relation to the Processing of Personal Data, it will first enter into the standard contractual clauses for the transfer of personal data from the EU to third countries (controller-to-controller transfers) contained in the Annex to the Commission Decision of 27 December 2004 (Decision 2004/915/EU) amending Decision 2001/497/EC (or any standard or model clauses or agreement replacing the same) with the other Controller; and

- 10.2 without prejudice to paragraph 10.1, if either Controller is in the European Union (which, for these purposes, includes the United Kingdom, even if it is no longer a member of the European Union) but will use a Processor in, or will transfer any of the Project Personal Data to a Processor in, a country or territory outside the European Union (which, for these purposes, includes the United Kingdom, even if it is no longer a member of the European Union) which does not ensure an adequate level of protection for the rights and freedoms of Data Subjects in relation to the Processing of Personal Data, it will first enter into the standard contractual clauses for the transfer of personal data from the EU to third countries (controller-to-processor transfers) contained in the Annex to the Commission Decision of 5 February 2010 (Decision 2010/87/EU) amending Decision 2002/16/EC (or any standard or model clauses or agreement replacing the same) with that Processor on its own behalf and on behalf of, and in the name of, the other Controller.
11. Each Controller will, on the other Controller's request:
    - 11.1 comply with any request from the other Controller to amend, rectify, transfer, block or destroy any of the Project Personal Data;
    - 11.2 provide the other Controller with such information about its and its Processors' Processing of the Project Personal Data and such assistance as the other Controller may request from time to time to allow the other Controller to meet its obligations under the Data Protection Legislation, including the other Controller's obligations to Data Subjects and in relation to data security and Data Protection Impact Assessments, and to allow the other Controller to be able to demonstrate compliance with the Data Protection Legislation;
    - 11.3 take such other action or refrain from taking any action necessary to comply with, or to allow the other Controller to comply with, the Data Protection Legislation or the order of any competent Supervisory Authority or court of competent jurisdiction; and
    - 11.4 co-operate with any competent Supervisory Authority.
  12. Each Controller will notify the other Controller soon as reasonably possible if it becomes aware of any of the following: any breach of this Schedule, any breach of any of the Data Protection Legislation, and any Personal Data Breach. That notice must (at least):
    - 12.1 describe the nature and facts of the breach including, where possible, the categories and approximate number of Data Subjects (if any) concerned and the categories and approximate number of data records concerned;
    - 12.2 communicate the name and contact details of the Data Protection Officer or other contact point where more information can be obtained;
    - 12.3 describe the likely consequences of the breach; and
    - 12.4 describe the measures taken or proposed to be taken by the Controller(s) to address and remedy the breach, including, where appropriate, to mitigate its possible adverse effects.

13. Each Controller will give written notice to the other Controller, as soon as reasonably possible, should it or any of its Processors receive any request, complaint, notice, order or communication which relates directly or indirectly to the Processing of the Project Personal Data or to compliance with the Data Protection Legislation and, at the same time, will forward a copy of that request, complaint, notice, order or communication to the other Controller. Each Controller will co-operate with the other Controller and give it such information and assistance as the other Controller may reasonably require in relation to that request, complaint, notice or communication to enable the other Controller to respond to the same in accordance with any deadline and any requirement to provide information. Neither Controller will act on any such request, complaint, notice, order or communication without first consulting the other Controller.
14. Each Controller will allow the other Party (or its representatives) at reasonable times and from time to time, to inspect and review its and its Processors' compliance with this Schedule and the Data Protection Legislation and will give the other Party any assistance which it may reasonably require in connection with that inspection and review. Each Controller will ensure that its Processors will, give the other Controller any assistance the other Controller reasonably requires to carry out that inspection and review.
15. Each Controller will, as quickly as possible, rectify any and all security weaknesses and vulnerabilities reported to it by the other Controller and will confirm to the other Controller in writing when this has been done.
16. In the event of an unexpected even which affects either Controller's ability to process the Project Personal Data in accordance with this Schedule, including any storm, fire, flood, telecommunications failures, IT systems failures and breaches of security, that Controller will invoke and implement a recovery plan so that the it is still able to provide and does Process the Project Data in accordance with this Schedule.
17. Each Controller will comply with [BS ISO/IEC 27001:2013, the Information Security Management System Standard published by the International Organization for Standardization and 27002:2014, the Code of Practice for Information security Controls, each as amended from time to time or, in each case, any higher standard published from time to time by the relevant authority (ISO 27001)] and will provide to the other Controller, at least once every 12 months, a report or certificate by an independent third party qualified to give that report or certificate of its and its Processors' compliance with this Schedule and [ISO 27001]. [Neither Controller will do, nor omit to do, anything which places the other Controller in breach of ISO 27001. Each Controller will promptly supply any and all information and will complete any and all questionnaires which the other Controller reasonably requests to allow the other Controller to obtain or maintain certification under ISO 27001 and to allow the other Controller to comply with ISO 27001.]
18. Neither Controller will appoint any Processor without first obtaining the other Controller's written consent. Notwithstanding the other Controller giving any consent to the appointment of any Processor, each Controller will (as a minimum):
  - 18.1 impose on each Processor those obligations which Controllers are obliged to impose on Processors under the Data Protection Legislation;
  - 18.2 monitor each Processor's compliance with those obligations and ensure that each Processor complies with those obligations; and
  - 18.3 be liable to the other Controller for the acts and omissions of its Processors as though they were its own acts and omissions.
19. This Schedule will, at the request of either Controller, be amended from time to time insofar as is necessary or desirable to achieve any or all of the following:



- 19.1 to bring this Schedule or either Controller's or both Controllers' obligations in respect of the Project Personal Data into line with the Data Protection Legislation; or
  - 19.2 to allow either Controller or both Controllers to comply with the Data Protection Legislation and the requirements and recommendations of any competent Supervisory Authority.
20. Each Controller will comply with all the duties and obligations imposed from time to time on Controllers by the Data Protection Legislation and, without prejudice to the foregoing, each Controller will:
  - 20.1 establish and document the legal basis or bases on which it Processes the Project Personal Data;
  - 20.2 where any Special Category Personal Data is Processed, establish and document the condition which justifies the Processing of that Special Category Personal Data for the purposes of the Project;
  - 20.3 provide Data Subjects with all information necessary to, and obtain any and all Consents from Data Subjects necessary to, allow it: to Process their Personal Data in accordance with this Schedule; transfer their Personal Data to the other Controller; and allow the other Controller to Process their Personal Data in accordance with this Schedule, including (without limitation) any automated decision making or profiling;
  - 23.4 at the other Controller's request, provide the other Controller with details of the legal basis on which any the Project Personal Data are Processed and the condition which justifies the Processing of any Special Category Personal Data, and with copies of any Consent obtained from any Data Subject;
  - 20.5 if the legal basis for Processing any of the Project Personal Data or the condition to be met to justify the Processing of any Special Category Personal Data for the purposes of the Project is the Data Subject's Consent, and that Consent is withdrawn, or if any Data Subject objects to any Processing of his or her Personal Data carried out for the purposes of the Project or exercises his or her right to erasure or restriction or any other right under the Data Protection Legislation, as soon as possible, give notice of that withdrawal, objection or the exercise of that right and of the Project Personal Data affected to the other Controller. (The other Controller may stop Processing that Project Personal Data and delete it from its systems unless there is another legal basis for Processing that Project Personal Data, or the Processing meets any other condition which justifies the Processing of Special Category Personal Data for the purposes of the Project, or there are compelling legitimate grounds for the Processing which override the interests, rights and freedoms of the Data Subject, or the Processing is necessary for the establishment, exercise or defence of legal claims.);
  - 20.6 carry out any Data Protection Impact Assessments in respect of the Processing of the Project Personal Data necessary to comply with the Data Protection Legislation.
21. All expressions used in this Schedule beginning with a capital letter (and not defined in this Schedule or elsewhere in this Agreement) have the meaning given to them in the Data Protection Legislation.
22. The provisions of this Schedule will continue in full force and effect for so long as any of the Project Personal Data is Processed, notwithstanding the termination of this Agreement or the completion of the Project.

23. Each Party will indemnify the other Party and keep the other Party fully and effectively indemnified on demand against any and all costs, claims, demands, damages, expenses and liabilities of any nature and against any and all fines and penalties arising out of or in connection with any breach by the it or any of its Processors of this Schedule. This paragraph will survive the termination of this Agreement, the completion of all Processing of the Project Personal Data and the completion of the Project, and will continue in force without limit in time.
24. [The Institute]OR[The Collaborator] will [securely destroy and permanently delete from its and its Processors' systems (including back-up and archive systems)]OR[deliver to the other Party in [XXX] format] all copies of any of the Project Personal Data held by it or any of its Processors at the end of the relevant retention period in the Annex to this Schedule and in any case on the termination or expiry of this Agreement (except any of the Project Personal Data which any law to which [the Institute]OR[the Collaborator] is subject requires it to continue to store the Project Personal Data).

### The Appendix

The Subject Matter of the Processing

[insert details]

The Duration of the Processing

[insert details]

The Nature and Purpose of the Processing

[insert details]

The Types of Personal Data Processed

[insert details]

The Categories of Data Subjects to whom the Project Personal Data relate

[insert details]

The Retention Periods

[insert details]

## [SCHEDULE 7]

### Part 1 - Human Rights

1. Unless otherwise required or prohibited by law, each Party will, in relation to the performance of this Agreement:
  - 1.1 not employ, engage or use any child labour in circumstances such that the tasks performed by any child could reasonably be foreseen to cause either physical or emotional impairment to the development of the child;
  - 1.2 not use forced labour in any form (prison, indentured, bonded or otherwise);
  - 1.3 not require its employees to lodge papers or deposits on starting work;
  - 1.4 provide a safe and healthy workplace, presenting no immediate hazards to its employees, and if any accommodation is provided by that Party to its employees, that accommodation will be safe for habitation;
  - 1.5 provide access to clean water, food, and emergency healthcare to its employees in the event of accidents or incidents in the workplace;
  - 1.6 not discriminate against any employee on any ground (including race, religion, disability or gender);
  - 1.7 not engage in or support the use of corporal punishment, mental, physical, sexual or verbal abuse;
  - 1.8 not use cruel or abusive disciplinary practices in the workplace;
  - 1.9 pay each employee at least the minimum wage, or a fair representation of the prevailing industry wage, (whichever is the higher) and provide each employee with all legally mandated benefits;
  - 1.10 comply with the laws on working hours and employment rights in the countries in which it operates; and
  - 1.11 respect its employees' right to join and form independent trade unions and freedom of association.
2. Each Party agrees that it is responsible for controlling its own supply chain and that it will encourage compliance with ethical standards and human rights by any subsequent supplier of goods and services that are used by it when performing its obligations under this Agreement.
3. Each Party will ensure that it has, and will comply with, ethical and human rights policies and an appropriate complaints procedure to deal with any breaches of those policies.

### Part 2 – Anti-Slavery

Each Party will, in connection with the Project:

1. comply with all laws, statutes and regulations which apply to it or its activities and which relate to anti-slavery and human trafficking, including the Modern Slavery Act 2015;
2. not do anything which would constitute an offence under section 1, 2 or 4 Modern Slavery Act 2015 if it had been carried out in the United Kingdom;

3. have and maintain its own policies and procedures to ensure compliance with paragraphs 1 and 2 above;
4. follow and enforce the policies and procedures referred to in paragraph 3 above;
5. include in its contracts with its subcontractors and suppliers anti-slavery and human trafficking provisions which are at least as onerous as those set out in this section of this Schedule;
6. promptly report to the other Party any breach of this section of this Schedule of which it becomes aware;
7. provide such evidence of compliance with this section of this Schedule as the other Party may reasonably request from time to time;
8. keep accurate and up to date records to trace the supply chain of all goods and materials supplied by it in connection with this Agreement and the Project and the steps taken by it to comply with this section of this Schedule. (Those records must be sufficient to allow the other Party to verify compliance with this section of this Schedule.); and
9. on request during normal working hours, allow the other Party access to and to copy the records referred to in paragraph 8 above and to meet with its personnel to verify compliance with this section of this Schedule.

**[Part 3 – the Collaborator’s Policies and Procedures]**

Each Party will comply with the following:

[Insert details]

**[SCHEDULE 8**

**Agreed Assignment Terms**

**The Assigned Results:**

**Territory:**

**Field:**

**Payment Terms:**

**Targets:**

**Reversion of Rights:]**