

# Call for research proposals: Delivering a digital built environment

**Closing date: 8<sup>th</sup> September 2018**

## 1. Overview

The Centre for Digital Built Britain (CDBB) invites proposals from eligible research teams for research projects aligned with the CDBB mission to develop and demonstrate policy and practical insights that will enable the exploitation of new and emerging technologies, data and analytics to enhance the natural and built environment, thereby driving up commercial competitiveness and productivity, as well as citizen quality of life and well-being’.

Collaborative research projects between UK academics, industry, practitioners, and policy makers are encouraged. Successful applicants are required to provide interim and final reports of key findings at appropriate points during the research project and to participate in knowledge exchange activity including events, communications materials and case studies.

Project selection will be based on criteria including research quality, practical applicability, potential impact in the short/mid-term, interdisciplinary approach, and value for money. The call is for projects ranging from £50,000 to £250,000 (to include VAT if relevant) of a duration of up to nine months.

CDBB is searching for multiple projects covering different disciplines to support the breadth of the Centre’s mission. There will be opportunities for collaboration between the projects during the funding period. The funding period is from the 10<sup>th</sup> of October 2018 to the 10<sup>th</sup> of July 2019.

Key dates:

Call for research proposals	30 <sup>th</sup> July 2018
Closing date for receipt of proposals	23:59 hrs 8 <sup>th</sup> September 2018
Panel review and prioritisation	9 <sup>th</sup> September- 9 <sup>th</sup> October 2018
Expected Start Date of Research Projects	10 <sup>th</sup> October 2018
Latest Completion Date of Research Projects	10 <sup>th</sup> July 2019

## 2. Background

The Centre for Digital Built Britain is a partnership between the Department of Business, Energy & Industrial Strategy and the University of Cambridge. The Centre was established by HM Government in the 2017 Autumn Budget as the custodian of the UK BIM and Digital Built Britain Programmes. CDBB seeks to understand how the construction and infrastructure sectors can use digital technologies and innovations to better design, build, operate, integrate the built environment.

CDBB’s research agenda supports the ambition of the Government’s Industrial Strategy, Transforming Infrastructure Performance, Digital Strategy, Construction Sector Deal, Transforming Construction Grand Challenge and National Infrastructure Commission’s Data for the Public Good Report.

The CDBB Research Programme will help deliver the Centre’s mission by:

- growing an interdisciplinary research capacity and academic community in the UK;
- identifying short and long-term technical, economic and social research areas and needs;
- developing products, tools, technologies and their supporting standards;
- working with the Digital Framework Task Group to deliver an information management landscape for infrastructure data;
- compiling the evidence base to inform policy and support change in industry; bridging the gap between academic activity and professional practice.

## What is a digital built Britain?

A digital built Britain harnesses the wealth of data being created by digital construction, high performing assets, smart cities, the digital economy and connected citizens to deliver a Britain that is fit for the future.

A digital built Britain will:

- understand what information is needed to enable better through-life economic, social and environmental value from our built environment;
- exploit new and emerging digital construction and manufacturing skills and technology to reduce costs and increase productivity;
- champion human-centric design of infrastructure and the services they deliver
- grow new career, business and export opportunities.

It will be achieved through changing the way we design, build, operate and integrate our physical, social and economic infrastructure and the services they deliver.



### 3. Research themes to be addressed in this call

We are looking to fund a multi-disciplinary portfolio of research projects that best deliver the competition objectives. These may be feasibility studies, research projects or experimental development projects.

We expect projects will cover one or more of the following research topics:

1. Exploring and considering a **diverse range of citizen perspectives and needs** in order to ensure a digital built Britain contributes to **equality and equity** for all.
2. Exploring **how communities interact with increasingly digital social and/or economic infrastructures** and the services they deliver.
3. Exploring **the social implications** of a digital built Britain for one or more of: i) health and well-being, ii) education, iii) work and employment, iv) mobility, v) crime and terrorism, vi) legal and judicial, vii) arts and culture, viii) third spaces.

4. Exploring the implications of a digital built Britain for **economic infrastructure** such as one or more of: i) Water and sanitation, ii) Energy and Power, iii) Mobility and transport (of people and goods).
5. Exploring the implications of a digital built Britain for **social infrastructure** such as one or more of i) Hospitals, ii) Schools, iii) Places of worship, iv) Arts and culture, v) Sports
6. Exploring aspects of **“Place”** (urban, rural, coastal, inland), and the role of digital and enhanced geo-spatial location, and way-finding technologies.
7. Exploring aspects of **sustainability**, insights and capabilities to improve the environmental impact of the social and economic activities in the digital built Britain.
8. Exploring the impact of the digitalisation and integration of services and assets in the performance of **industry, manufacturing, trade, markets, and commerce** within the digital built Britain.
9. Exploring the **exploitation of existing or emerging tools, technologies and techniques** and their role in delivering a digital built Britain.
10. Exploring ways to **leverage data and information** to deliver a digital built Britain.
11. Exploring the **commercial challenges and opportunities** of a digital built Britain.

**We expect the topics to be applied to the one or more of the following areas:**

- Society
- Digital
- Construction
- Whole life asset management
- Manufacturing
- Energy
- City planning and management
- Complex integrated systems
- Data and information
- Governance, business and commercial models
- Skills and training
- Stakeholder and supply chain management

For further information about specific focus areas in which the CDBB is especially interested, please see Annexe I. If further assistance is required, please contact [research@cdbb.cam.ac.uk](mailto:research@cdbb.cam.ac.uk).

## 4. Outputs from the Research

Each research project is required to deliver reports, covering their chosen defined scope, as follows.

Every three months	A brief report of activity, progress and outcomes (months 3 and 6).
10 <sup>th</sup> July 2019	A final report detailing the research and how it should be adopted and used, its implications for digital built Britain, next steps in its application, and identifying further appropriate research. The final report should include at least the following content: state of the art and context before starting the project, main aims of the project, team and capabilities deployed, work methodology, findings and potential impact, next steps proposed, findings that could potentially be published in a paper.

## 5. Eligibility

All Higher Education Institutions and Research Institutes receiving funding directly from this award must be eligible to receive funds for research from RCUK/UKRI. The lead academic researcher must have PI status at the UK institution leading the project. He/She must be employed by the lead institution for the duration of the funded project.

Research proposals involving more than one institution are strongly preferred. Research proposals which involve researchers, practitioners and policymakers will be strongly encouraged. Proposals from teams of more than one academic institution may also demonstrate broader perspectives on the chosen topic area, but we would like understand the specific contributions expected from co-researchers.

Business, third sector, or government body co-investigators based in the UK can also be included in the research proposal. We welcome interdisciplinary proposals and recognise that many of the most pressing research challenges are interdisciplinary in nature.

The CDBB welcomes applications related to previously submitted Research Networks and Mini-Projects.

## 6. Assessment criteria

CDBB will assess the proposals, guided by opinion from internal and independent reviewers. We aim to inform successful bidders by 9th October 2018.

The criteria for assessing the proposals will be scored in the following way:

Criteria
Well-targeted outputs: Proposals should address one or more of the research topics and areas listed in section 3. Proposals should clearly state the expected outputs including theoretical and/or practical contributions of the research to CDBB's mission and the Government policies it supports.
Impact: Proposals should demonstrate social and economic impact within the context described in section 2 and describe how this impact might be assessed. The proposal will identify the potential beneficiaries, describe how the research may help them, and suggest the activities needed to translate the research into future capabilities.

Quality: The work will be of high quality, thorough and complete, presenting clear objectives and intended outcomes, a description of the work to be done and the programme for its completion, the skills brought to bear, and the key risks and uncertainties and how they will be addressed.

Value for money: The outcomes offered by the proposal are to be reasonable in light of the proposed scope, budget, effort and resources to be deployed and resources are shown to be aimed where they add the most value to delivering the result.

## 7. Funding

Funding is available to the UK academic community for 9-month research projects up to a maximum value of £250,000 (including VAT if relevant). Proposals must be costed for direct costs only, at 100% fEC. Overheads will be paid at the rate of 20% of total staff employment costs. A Justification of Resources document is required as part of the proposal (see Annex II).

Please note that the Chancellor, Masters and Scholars of the University of Cambridge will be the contracting authority. All the awarded projects will be contracted under a pro forma contract, without amendment (unless requested at proposal stage). The contract pro forma is available in Annex III.

We will require that one academic researcher be the principal investigator taking the lead responsibility for the conduct of the research and the contract will be with the lead institution. Correspondence regarding the research proposal and grant will be addressed to the principal investigator only.

## 8. Fundable costs

The proposal will describe the funding requirements for the proposed research project. The fundable costs accepted in this research call are the following:

- Employment costs of principal, co-investigators and researchers working directly on the project, detailing the total employment costs and number of days allocated to each member of the project team, as well as the total employment costs over the research period.
- Overheads will be paid at 20% of employment costs.
- Project consumables, where these are appropriate to the scope of the project and justified in the Justification of Resources.
- Travel and subsistence to attend meetings within the UK directly related with the research call.
- Costs for any communication, knowledge exchange, or other impact activities planned throughout the project.

This call does not cover costs such as students' fees or subsistence, international travel, conferences, or general computers. Requested funding must conform to InnovateUK rules.

See also the Justification of Resources document in Annex II.

## 9. Intellectual Property

Intellectual property in the results of the research will remain with the creator. However, CDBB requires a free, non-exclusive license to use the results in further research, reporting and dissemination.

CDBB seeks the widest dissemination and uptake of research results for the benefit of the UK as a whole. To this end, CDBB will facilitate the dissemination of insights and encourages the commercialisation of research results.

It is the responsibility of the Research Organisation, and all engaged in the research, to make every reasonable effort to ensure that the intellectual assets obtained or developed in the course of the research, whether protected by intellectual property rights or not, are used to the benefit of society and the economy. Research outcomes should be disseminated to both research and more widespread audiences, for example to inform potential users and beneficiaries of the research.

Where the grant is associated with more than one research organisation and/or other project partners, the basis of collaboration between the organisations, including ownership of intellectual property and rights to exploitation, is expected to be set out in a formal collaboration agreement. It is the responsibility of the Research Organisation to put such an agreement in place before the research begins.

Arrangements for collaboration and/or exploitation must not prevent the future progression of research and the dissemination of research results in accordance with academic custom and practice. A temporary delay in publication is acceptable in order to allow commercial and collaborative arrangements to be established.

There should be suitable recognition and reward to researchers who undertake activities that deliver benefit through the application of research outcomes. The Research Organisation must ensure that all those associated with the research are aware of, and accept, these arrangements.

CDBB shall have the right to be granted by the Research Organisation a royalty-free non-exclusive worldwide irrevocable licence to the Intellectual Property in the Results, with the right to sub-license, if the Research Organisation has failed to diligently commercialise the Intellectual Property.

## **10. How to apply**

We envisage proposals of no more than ten pages. The research proposals should adhere to the format and content specified by the template included in the Annex II of this document, and be written in Arial 10 or other of equivalent size. The Head of Department or School of the lead institution should provide a short letter of support confirming the lead institution's willingness to host the project.

To download the application template please follow the link:

<https://www.cdbb.cam.ac.uk/CDBBResearchBridgehead/FundingCalls>

## **11. Further information and contacts**

Please submit proposals and direct any questions in an email to [research@cdbb.cam.ac.uk](mailto:research@cdbb.cam.ac.uk).

## **ANNEX I AREAS OF FOCUS FOR CDBB**

### **STAKEHOLDERS, PURPOSE-SETTING, AND DECISION MAKING**

#### **Focus areas**

- 1- Identifying and characterising stakeholders, discerning and articulating stakeholder needs and wants, values and desired outcomes, and the implicit and explicit trade-offs they make, ensuring comprehensive inclusion of costs, benefits and externalities.
- 2- The processes and considerations by which purpose, value and objectives / targets are defined, agreed, and communicated, integrating the quantitative and the qualitative, and understanding and working with 'uncertainty' in a variety of forms, all within the context of stakeholders of different backgrounds, insights and capabilities.
- 3- Modelling value and its realisation by different stakeholders groups and the prediction of metrics and measures for monitoring and management, across services and assets, between organisations, and over time.

### **GOVERNANCE, SOCIAL CONSTRUCTS, AND INDUSTRY FRAMEWORKS**

#### **Focus areas**

- 4- The role of regulation and its impact as a driver or barrier to (safe and secure) progress, in the face of accelerating technical / technology change and as the regulated systems become increasingly integrated?
- 5- The processes by which application/sector-specific standards are developed, the role, use and adoption of meta-standards and how best to make the standards-creation process accessible.
- 6- How best to manage security and safety in a world of increasing digitalisation and integration across built assets and the services based on built assets and infrastructure.

### **CONTEXT, EXTERNAL DRIVERS AND DISRUPTION**

#### **Focus areas**

- 7- How digital tools, data and information might help to model, forecast and manage the impact on digital built Britain of, for example:
  - climate change, environmental change; trends and extreme events
  - Social trends; (social exclusion, inequality, diversity, polarisation etc.)
  - Work patterns
  - Societal norms and ethics;
  - Politics;
  - Demographics;
  - Migration;
  - Pollution;
  - Educational capability levels;
  - Consumer trends, behaviours and expectations on the built and natural environment;
  - Economic changes at a macro level, or at an institutional level
  - Economic cycles and shocks
  - Resource shortages or gluts
  - The drive for a circular economy
  - Technology changes



## **COMPLEX INTEGRATED SYSTEMS**

### **Focus areas**

- 8- Insight, understanding, **modelling** and management of complex integrated systems to enable and manage:
  - Resilience and robustness;
  - Risk management;
  - Dynamic response and latency;
  - Non-linearity and hysteresis effects;
  - Interaction and cascade events
- 9- The implications of organisational interactions in the behaviour of integrated systems (especially as service providers interact with asset owners and managers).

## **MAKING THE DIGITALLY ENABLED SUPPLY CHAIN WORK**

### **Focus areas**

- 10- How value, risk, accountability and responsibility are negotiated and transacted across value chains and between organisations and stakeholders, through the life of services and assets, as integrated data and models become central to operations.
- 11- The interaction of users and services in socio-technical systems (in digital built Britain).
- 12- Business models for asset portfolios (creation and through-life management) and the implications of digitalisation and increasingly integrated services and built assets.

## **DATA AND INFORMATION**

### **Focus areas:**

- 13- Data provenance, quality, and security, and the metadata frameworks to manage both within digital built Britain.
- 14- The identification and management of social values embodied in data and its selection and use, management of exclusion (deliberate or accidental) and exploration of bias in data and in its characterisation and management for digital built Britain.
- 15- Allocating and valuing accountability for data sourcing and management, including commercial risk and liability, along and across supply chains, between services and assets and over time and business transitions.
- 16- Data discoverability, query engines and tools for federated models and data sets in digital built Britain.



## **THE CREATION AND THROUGH-LIFE MANAGEMENT OF BUILT ASSETS AND INFRASTRUCTURE**

### **Focus areas**

- 17- The application and adoption of product and manufacturing philosophies, such as Product Life Management, within the AEC sector in the face of increasing digitalisation and integration.
- 18- Using digitalisation to enhance workflow definition, business process definition and interface management, and quantifying the consequences for productivity and competitiveness of the sector.

## **INTEGRATION AND OPTIMISATION OF SERVICES EMBEDDED IN THE BUILT ENVIRONMENT**

### **Focus areas**

- 19- Potential and opportunity for the creation and demonstration of a services architectural framework to enable consistent mapping of activities, value chains, standards and data between service users, providers and specifiers and owners/operators of built assets, especially as digitalisation and integration increases.
- 20- Exploration of new Business models as the processes of 'operate' and 'integrate' become more important.
- 21- Exploration of mechanisms for extracting benefit from managing the integration of service-service, service-asset, and asset-asset via processes, systems and organisation interfaces.

## **LEARNING AND CHANGE TO DIGITALISE ACROSS THE SECTOR**

### **Focus areas**

- 22- Identifying and using the best levers for change in managing the digitalisation of this industry, in services and in citizen engagement and in integrating the services/asset value chain.
- 23- Lessons and insights about the role of pan-sectoral leadership in adopting digital practices and tighter integration, deriving lessons from other sector and industries.
- 24- The role of 'the intelligent client' as an agent for change and, specifically, the adoption of digital tools though life.

**ANNEX II  
APPLICATION FORM**

<b>Call for research proposals: Delivering a digital built environment</b>		
<b>Title of the research proposal</b>		
<b>Lead researcher name (PI)</b>		
<b>Lead researcher contact</b>	<b>Email:</b>	<b>Telephone:</b>
<b>Lead researcher address</b>		
<b>Lead organisation name</b>		
<b>Research Topic(s)</b>		
<b>Research area(s)</b>		
<b>Estimated start date</b>		

### Research proposal – Case for Support

(max 4000 words) Describe the proposed research, its context, how it fits within the CDBB mission and how it addresses one or more of the specific research topics and areas of interest to CDBB, measurable objectives, work programme, research methodology to be followed, and key risks and uncertainties and how you will address them.

### Impact of the research proposal

(max 1000 words) Describe the potential beneficiaries, how the research may impact them and how the proposed work will facilitate this.

## Workplan

(1 page) This should include a timeframe for delivery of interim and final outcomes, illustrated using a diagram such as a Gantt chart or similar, and include a data management plan and an impact plan.

**Justification of resources**

(max 1000 words) An estimate of resources you propose to deploy to deliver the work and why.

### **Résumé of the research team**

(max 2000 words) Résumé of the individuals who will be involved in the research project should be provided and should include any relevant background knowledge and expertise related to the proposed project.

### Funding Requirement

(1 page) Description of the funding requested for the research project. The proposed amount of funding required (£s) should be provided. The proposed funding costs should include a breakdown on the daily pay rates, grade and number of days allocated to each member of the project team as well as stating the total costs over the research period. Expenses for non-staff costs must also be detailed separately, as should an estimate of travel expenses that are likely to be incurred.

Period Covered: 9 months 10 <sup>th</sup> October 2018 – 10 <sup>th</sup> July 2019	Total
<b>Staff – directly allocated costs</b>	
<i>Principal Investigator (PI): (Dr Name)</i> XX% FTE time for Y months	£
<i>Co-Investigator (Col) 1: (Dr Name)</i> XX% FTE time for Y months	£
<i>Co-Investigator (Col) 2: (Dr Name)</i> XX% FTE time for Y months	£
<b>Staff – directly incurred costs</b>	
<i>Research assistant/ Technician 1 (to be appointed)</i> XX% FTE time for Y months	£
<i>Research assistant/ Technician 2 (to be appointed)</i> XX% FTE time for Y months	£
TOTAL SALARIES & WAGES	£
<b>Overheads/ Indirect costs (20% of staff costs)</b>	
TOTAL OVERHEAD EXPENSES	£
<b>Travel and subsistence (please give details)</b>	
<i>Travel</i>	£
<i>Subsistence</i>	£
<i>Accommodation</i>	£
TOTAL TRAVEL AND SUBSISTENCE EXPENSES	£
<b>Other directly incurred costs (please give details)</b>	
<i>Item 1</i>	£
<i>Item 2</i>	£



TOTAL OTHER DIRECTLY INCURRED COSTS	£
<b>TOTAL COSTS</b>	<b>£</b>

*NB: This call does not cover costs such as students' fees or subsistence, international travel, conferences, or general computers. Requested funding must conform to InnovateUK rules.*

**ANNEX III  
RESEARCH CONTRACT**



DATED

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THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF  
CAMBRIDGE

and

[AWARDEE]

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AGREEMENT FOR THE FUNDING  
OF RESEARCH PROJECT

[GXXXXXX]

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**THIS AGREEMENT** is made on \_\_\_\_\_ 2018 **BETWEEN:**

- (1) **THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE**, whose administrative office is at The Old Schools, Trinity Lane, Cambridge, CB2 1TN, United Kingdom (the “**University**”); and
- (2) **[AWARDEE]**, whose **[registered office OR principal place of business OR administrative office]** is at **[insert relevant address]** (the “**Awardee** ”),

each a “**Party**” and collectively the “**Parties**”.

## **BACKGROUND**

- (A) The University is a charity strongly committed to publication and commercialisation of its research. Research findings are published, subject to the removal of University confidential information and the filing of registerable rights where appropriate.
- (B) The University has created the Centre for Digital Built Britain (“CDBB”), and CDBB issued a call for projects dated 30<sup>th</sup> July 2018.
- (C) The Awardee submitted a proposal entitled (“the Project”), which has been successful.
- (D) The Awardee and the University wish to work together for mutual benefit of the research project described below.
- (E) The Awardee is willing to grant the University early access to unpublished results and a non-exclusive fully paid up licence of any Intellectual Property in those results.
- (F) The Awardee will make every reasonable effort to ensure that the intellectual assets obtained in the course of the research, whether protected by intellectual property rights or not, are used to the benefit of society and the economy. Research outcomes should be disseminated to both research and more widespread audiences.
- (G) Subject to clause 4.1.2, until Published, results are Confidential Information of the Party having created them.

**NOW IT IS AGREED as follows:**

### **1. DEFINITIONS AND INTERPRETATION**

1.1 The following words and phrases, when used in this Agreement, shall have the meanings given to them in this Clause 1.1:

“**Academic and Research Purposes**” means research, teaching or other scholarly use which is undertaken for the purposes of education and research.

**“Background”** means information, techniques, data, results, design, technology, materials, inventions and software (regardless of the form or medium in which they are disclosed or stored) and any Intellectual Property whenever provided by one Party to the other for use in the Project (, as specified in clause 5,) and limited in the case of the Awardee to Background of any key personnel; for the avoidance of doubt Background is distinct from and is not part of any Results.

**“Collaborator”** means the institutions listed as involved in the Awardee’s submission for the Project, or to be joining the Awardee for the performance of the Project at any later stage.

**“Intellectual Property”** means all copyright, database rights, rights in designs, rights in trademarks and service marks, rights in inventions, rights to apply for patents, rights in patent applications and granted patents, rights in and in relation to petty patents, topography rights, semi-conductor rights, rights in plant varieties; and any rights of similar kind in any jurisdiction, in all cases whether registered or not, and whether or not capable of registration; all rights in relation to know-how, techniques and results.

**“Principal Investigator”** means [name] or his or her successor under clause 7.2.

**“The Project”** means the project of work entitled “[project name]” which is described in the First Schedule to this Agreement; and any modifications, deletions or expansions approved in writing by both Parties.

## 2. THE PROJECT

2.1 The Project will be conducted in facilities designated by the Awardee or any of the Collaborators, under the direction and supervision of the Principal Investigator or his or her successor under clause 7.2.

2.2 In the event of the existence of any Collaborators, and as a condition for any part of the Financial Contribution to be released, the Awardee will conclude a collaboration agreement with the Collaborators for the purposes of carrying out the Project. Notwithstanding the foregoing, the Awardee shall remain the University’s sole point of contact for all purposes related to the Project.

2.3 The Project shall run for the period (“**the Project Period**”) from [date] to [date].

2.4 The Awardee will use all reasonable endeavours to provide adequate facilities; to obtain any requisite materials, equipment and personnel; and to carry out the Project diligently within the scope allowed by the University’s funding.

2.5 The Awardee will provide the University with quarterly reports summarising the progress of work under the Project, and outlining promising or protected intellectual property.

## 3. FINANCIAL CONTRIBUTION

3.1 The University will make payments to the Awardee towards the cost of the Project on the dates and in the amounts set out in the Second Schedule to this Agreement.

- 3.2 If expenditure is itemised in the Second Schedule by reference to stated categories, the Awardee may not vire between those categories in response to changes in the research needs of the Project without the University's prior written consent.
- 3.3 Except as otherwise provided by agreement in writing, as between the University and the Awardee the full and unencumbered title to all equipment purchased or constructed using funds provided by the University shall vest in the Awardee.
- 3.4 Amounts specified for payment in this Agreement are stated exclusive of Valued Added Tax. Whenever the University is obliged to make a payment to the Awardee under this Agreement which attracts Value Added, sales, use, excise or other similar taxes or duties, the University shall be responsible for paying such taxes and duties.

#### **4. CONFIDENTIALITY AND PUBLICATION PROCEDURES**

- 4.1 For the purpose of this clause, "Confidential Information" means all and any specifications, drawings, circuit diagrams, tapes, discs, digital devices, mobile phones and other computer-readable media, documents, information, and techniques which either:
- 4.1.1 are disclosed by one Party to the other in connection with the Project and marked or labelled "Proprietary", "Confidential" or "Sensitive" by the disclosing Party at the time of disclosure; or
  - 4.1.2 are written, prepared or generated in the course of, and as part of, the Project and marked or labelled "Proprietary", "Confidential" or "Sensitive" by the disclosing Party at the time of disclosure. For the avoidance of doubt, the reports mentioned in clause 2.5 will not be considered as Confidential Information.
- 4.2 The Parties acknowledge that in the performance of this Agreement each may have access to Confidential Information of the other.
- 4.3 Subject to the following sub-clauses of this clause 4, each Party will use all reasonable endeavours not to disclose to any third Party any Confidential Information within clause 4.1.1, and not to make to any third Party any disclosure of Confidential Information within clause 4.1.2 which would prejudice the rights of the other Party under this Agreement.
- 4.4 Neither Party shall incur any obligation under clause 4.3 with respect to information which:
- 4.4.1 is known to the receiving Party before its receipt, and not impressed already with any obligation of confidentiality to the disclosing Party; or
  - 4.4.2 is or becomes publicly known without any breach of this Agreement or of any other obligation to keep it confidential; or
  - 4.4.3 is obtained by the receiving Party from a third Party in circumstances where the receiving Party has no reason to believe that there has been a breach of an obligation of confidentiality owed to the disclosing Party; or
  - 4.4.4 is independently developed by the receiving Party; or

- 4.4.5 is approved for release in writing by an authorised representative of the disclosing Party; or
- 4.4.6 the receiving Party is required to disclose by law or regulation (provided that, in the case of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, none of the exemptions in those Acts applies to the information disclosed) or by order of a competent authority (including any regulatory or governmental body or securities exchange); provided that, where practicable, the disclosing Party is given reasonable advance notice of the intended disclosure and provided that the relaxation of the obligation of confidentiality shall only last for as long as necessary to comply with the relevant law, regulation or order and shall apply solely for the purposes of such compliance.
- 4.5 If either Party receives a request under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 to disclose any information which, under this Agreement, is the other Party's Confidential Information, it will notify the corresponding Party and will consult with said Party, who will respond within seven (7) days after receiving the notice if that notice requests said Party to provide information for assistance to determine whether or not an exemption in the Freedom of Information Act 2000 or Environmental Information Regulation 2004 applies to the information requested under that Act.
- 4.6 The Project will form part of the actual carrying out of a primary charitable purpose of the Parties; that is, the advancement of education through teaching and research. There must therefore be some element of public benefit arising from the Project, and this is secured through the following sub-clauses.
- 4.6.1 Nothing in this Agreement shall prevent or hinder any registered student of any of the Parties from submitting for a degree a thesis based on the results obtained during the course of work undertaken as part of the Project, the examination of such a thesis by examiners, or the deposit of such a thesis in a library in accordance with the relevant procedures.
- 4.6.2 In accordance with normal academic practice, all employees, students, agents or appointees of the Parties (including those who work on the Project) shall be permitted:
- a) following the procedures laid down in clause 4.7, to publish results obtained during the course of work undertaken as part of the Project; and
  - b) in pursuance of the Party's academic functions, to discuss work undertaken as part of the Project in internal seminars, and to give instruction within the Party's normal activities on questions related to such work.
- 4.7 Where the Awardee wishes to submit for publication results of the Project in which the University has an interest pursuant to this Agreement, the Awardee will submit such results to the University in writing not less than sixty (60) days in advance of the submission for publication. Without prejudice to clause 4.6.1, this right to publish shall not extend to publication of the University's Confidential Information as defined



in clause 4.1 above. The University shall review the publication submitted to it and notify the Awardee of any information the University considers to be University's Confidential Information and which the University requests to be removed. Such notification must be received by the Awardee within forty five (45) days after the receipt of the publication by the University, failing which the Awardee and the Principal Investigator shall be free to assume that the University has no objection to the proposed publication.

4.8 All publications by the Awardee which incorporate results from the Project shall contain the following statement: "This publication incorporates results from the research project entitled "[insert project title]" funded by the Centre for Digital Built Britain" and include the CDBB logo where permitted by the publisher.

## **5. INTELLECTUAL PROPERTY RIGHTS**

5.1 All Intellectual Property arising from the conduct of the Project ("the Arising Intellectual Property") shall be the property of the Awardee, subject to clause 5.5. The Awardee and those working on the Project shall have the irrevocable right to use the Arising Intellectual Property for Academic and Research purposes.

5.2 The Awardee grants the University an irrevocable non-exclusive licence to use the Arising Intellectual Property for academic teaching, publication and research purposes including without limitation as background intellectual property for any academic research project (whether commercially or internally funded research, or research pursuant to EC, government or other public or charitable research funding) and to license other institutions for these purposes subject to clause 4.

5.3 No obligation or liability and no warranty condition or representation of any kind is made, given or to be implied as to the sufficiency, accuracy or fitness for purpose of such Arising Intellectual Property, information or materials or, the absence of any infringement of any proprietary rights of third Parties by the use of such Arising Intellectual Property, information and materials.

5.4 If the University considers at any time that the Awardee has without legitimate reason failed to proceed diligently to develop and commercially exploit the Arising Intellectual Property, the University shall be entitled to refer to an independent expert the following questions:

- (I) whether the Licensee has acted diligently; and if not
- (II) what specific action the Licensee should have taken ("Specific Action") in order to have acted diligently.

Notwithstanding clause 5.2, if the Awardee has failed to diligently commercialise Arising Intellectual Property then the University will be granted a non-exclusive licence with the right to sub licence for any purpose.

5.5 The University may, in individual cases, reserve the right to retain ownership of Arising Intellectual Property for exploitation for the national benefit.

## **6. ASSIGNMENT**

6.1 Except as expressly provided in this Agreement, neither Party may assign this Agreement, or delegate its performance, to any other person without the prior written consent of the other Party. This Agreement may also be terminated by either Party upon the acquisition, merger or change of control of the other Party.

6.2 It is the responsibility of the Awardee to put in place a formal collaboration agreement with other approved collaborators on this Project. Such terms to not conflict with this Agreement nor prevent further research and dissemination of results.

## **7. TERMINATION**

7.1 This Agreement may be terminated by either Party

7.1.1 for any material or persistent breach of the obligations set out in this Agreement, by giving thirty (30) days' written notice to the other of its intention to terminate. The notice shall include a detailed statement describing the nature of the breach. If the breach is capable of being remedied and is remedied within the ninety-day notice period, then the termination shall not take effect. If the breach is of a nature such that it can be fully remedied but not within the ninety day notice period, then termination shall also not be effective if the Party involved begins to remedy the breach within that period, and then continues diligently to remedy the breach until it is remedied fully. If the breach is incapable of remedy, then the termination shall take effect at the end of the ninety-day notice period in any event;

7.1.2 with immediate effect by giving notice to the other Party, if the other Party 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.

7.2 The Awardee agrees to notify the University promptly if at any time the Principal Investigator is unable or unwilling to continue the direction and supervision of the Project. Within thirty (30) days after such incapacity or expression of unwillingness the Awardee shall nominate a successor to be Principal Investigator. The University will not decline unreasonably to accept the nominated successor. However, if the successor is not acceptable to the University on reasonable and substantial grounds, then the University may terminate this Agreement by giving thirty (30) days' written notice to the Awardee.

7.3 The expiration of the Project Period, or the termination of this Agreement under clause 4, 7.1, 7.2, or 7.3 shall mean the termination with effect from the expiry date or (as the case may be) the effective date of termination of the obligations imposed on the Parties under clauses 2 and 3. Clauses 4.1 and 4.2 shall survive for three (3) years after the expiration of the Project Period or (as the case may be) the termination of this Agreement. The remaining of clause 4 shall survive for one

year,(1). The remaining clauses, including Clause 5.2 shall survive indefinitely after expiration or termination.

## **8. LIMITATION OF LIABILITY**

8.1 Subject to clause 8.2, the liability of either Party to the other for any breach of this Agreement, for any negligence, or arising in any other way out of the subject-matter of this Agreement, the Project or the results will not extend to any indirect damages or losses, or to any loss of profits, loss of bargain, loss of revenue, loss of business, loss of data, loss of contracts or opportunity, whether direct or indirect; even if, in any such case, 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.

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

- a) death or personal injury resulting from negligence; or
- b) any fraud or for any sort of other liability which, by law, cannot be limited or excluded.

8.3 If any sub-clause of this clause 8 is held to be invalid or unenforceable under any applicable statute or rule of law then it shall be deemed to be omitted, and if as a result any Party becomes liable for loss or damage which would otherwise have been excluded then such liability shall be subject to the remaining sub-clauses of this clause 8.

8.4 Save in relation to sub-clause 8.2 the liability of either Party to the other for any negligence, or arising in any other way out of the subject-matter of this Agreement, shall be limited to the value of the sum payable under this Agreement.

## **9. GENERAL**

9.1 Clause headings are inserted in this Agreement for convenience only, and they shall not be taken into account in the interpretation of this Agreement.

9.2 If the performance by either Party of any of its obligations under this Agreement (other than an obligation to make payment) shall be prevented by circumstances beyond its reasonable control, then such Party shall be excused from performance of that obligation for the duration of the relevant event.

9.3 Nothing in this Agreement shall create, imply or evidence any partnership or joint venture between the Awardee and the University or the relationship between them of principal and agent.

9.4 Neither the Awardee nor the University shall use the name or any trademark or logo of the other in any press release or product advertising, or for any other commercial purpose, without the prior written consent of the other; provided, however, that publication of the sums received from the University in the Awardee's Annual Report and similar publications shall not be regarded as a breach of this clause.

- 9.5 This Agreement and its two Schedules (which are incorporated into and made a part of this Agreement) constitute the entire agreement between the Parties for the Project and no statements or representations made by either Party have been relied upon by the other in entering into this Agreement. Any variation shall be in writing and signed by authorised signatories for both Parties.
- 9.6 No one except a Party to this Agreement has any right to prevent the amendment of this Agreement or its termination, and no one except a Party to this Agreement may enforce any benefit conferred by this Agreement, unless this Agreement expressly provides otherwise.
- 9.7 This Agreement shall be governed by English Law. Subject to clause 9.8, the English Courts shall have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with this Agreement.
- 9.8 If any dispute arises out of this Agreement the Parties will first attempt to resolve the matter informally through designated senior representatives of each Party to the dispute, who are not otherwise involved in the Project. If the Parties are not able to resolve the dispute informally within a reasonable time not exceeding two (2) months from the date the informal process is requested by notice in writing they will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.
- 9.9 If any one or more clauses or sub-clauses of this Agreement would result in this Agreement being prohibited pursuant to any applicable law then it or they shall be deemed to be omitted. The Parties shall uphold the remainder of this Agreement, and shall negotiate an amendment which, as far as legally feasible, maintains the economic balance between the Parties.
- 9.10 This Agreement may be executed in any number of counterparts, each of which when executed will constitute an original of this Agreement, but all counterparts will together constitute the same agreement. No counterpart will be effective until each Party has executed at least one counterpart.

## **10. NOTICES**

- 10.1 The University's representative for the purpose of receiving payments, reports and other notices shall until further notice be:

Deputy Director  
Centre for Digital Built Britain  
Maxwell Centre, JJ Thomson Avenue  
Cambridge CB3 0HE

- 10.2 The Awardee's representative shall be:

**IN WITNESS of this Agreement**, the Parties have executed this Agreement through their duly authorised representatives.

**SIGNED** for and on behalf of **THE CHANCELLOR** )  
**MASTERS AND SCHOLARS OF THE UNIVERSITY** )  
**OF CAMBRIDGE** )  
)

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Name:

Title:

Date:

**SIGNED** for and on behalf of **[OTHER PARTY]** )  
)

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Name:

Title:

Date:

**ACKNOWLEDGED BY** the Principal Investigator )  
)

Name:

Title:

Date:

**SCHEDULE 1**

**Project title: “[REDACTED]”**

**Description of the Project**

**SCHEDULE 2**

**Payment Schedule**

**Cambridge Reference: [RG#]**

<b>Payments</b>	<b>On signature (£)</b>	<b>On Completion (£)</b>	<b>Total (£)</b>

Invoices shall be sent to the University to the attention of May Tu at the following address, referencing University PO number . - finance@cddb.cam.ac.uk

All amounts in this schedule exclude VAT

All payments of the Financial Contribution will be made in Pounds Sterling by BACS to the following bank account, without deduction of bank charges:

Name of Account:

Account Number:

Bank Sort Code:

Name of Bank:

Address of Bank:

Reference: RG#