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| **DATED** |
| **THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE**  **and**  **[AWARDEE]** |
| **AGREEMENT FOR THE SPONSORSHIP**  **OF A RESEARCH PROGRAMME**  [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 “**Awardee**”); 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**

1. 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.
2. The University has created the Centre for Digital Built Britain (“CDBB”), and CDBB issued a call for projects [REFERENCE].
3. The Awardee submitted a proposal entitled (“the Project”), which has been successful.
4. The Awardee and the University wish to work together for mutual benefit of the research project described below.
5. The Awardee is willing to grant the University early access to unpublished results and a non-exclusive fully paid up licence of any Intellectual Property in those results.
6. Until Published, results are Confidential Information of the Party having created them.

**NOW IT IS AGREED as follows**:

# DEFINITIONS AND INTERPRETATION

## 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.

# THE PROJECT

## 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.

## 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.

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

## 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.

## The Awardee will provide the University with quarterly reports summarising the progress of work under the Project.

# Financial contribution

## 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.

## 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.

## 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.

## 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.

# CONFIDENTIALITY AND PUBLICATION PROCEDURES

## 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.

## The parties acknowledge that in the performance of this Agreement each may have access to Confidential Information of the other.

## 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.

## Neither party shall incur any obligation under clause 4.3 with respect to information which:

### is known to the receiving party before its receipt, and not impressed already with any obligation of confidentiality to the disclosing party; or

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

### 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

### is independently developed by the receiving party; or

### is approved for release in writing by an authorised representative of the disclosing party; or

### 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.

## 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.

## 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.

### 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.

### 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:-

* + - 1. 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
      2. 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.

## 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.

## 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.

# INTELLECTUAL PROPERTY RIGHTS

## All Intellectual Property arising from the conduct of the Project (“the Arising Intellectual Property”) shall be the property of the Awardee. The Awardee and those working on the Project shall have the irrevocable right to use the Arising Intellectual Property for Academic and Research purposes.

## The Awardee grants the University a non-exclusive licence to use the Arising Intellectual Property for any purpose.

# ASSIGNMENT

## 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.

# TERMINATION

## This Agreement may be terminated by either party

### 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;

### 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.

## 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.

## The expiration of the Project Period, or the termination of this Agreement under clause 4, 7.1, 7.2 or clause 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 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,. The remaining clauses, including Clause 5.2 shall survive indefinitely after expiration or termination.

# LIMITATION OF LIABILITY

## 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.

## Nothing in this Agreement limits or excludes either party’s liability for:

### death or personal injury resulting from negligence; or

### any fraud or for any sort of other liability which, by law, cannot be limited or excluded.

## 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.

# GENERAL

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

## 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.

## 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.

## 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.

## 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.

## 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.

## 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.

## 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.

## 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.

## 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.

# NOTICES

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

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| --- |
| Deputy DirectorCentre for Digital Built Britain |
| Maxwell Centre, JJ Thomson AvenueCambridge CB3 0HE |

## 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** | )  )  )  ) |  |
| Name: |  | |
| Title: |  | |
| Date: |  | |

|  |  |  |
| --- | --- | --- |
| **SIGNED** for and on behalf of **[OTHER PARTY]** | )  ) |  |
| Name: |  | |
| Title: |  | |
| Date: |  | |

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| --- | --- |
| **ACKNOWLEDGED BY** the Principal Investigator | )  ) |
| Name: |  | |
| Title: |  | |
| Date: |  | |

# SCHEDULE 1

**Project title: “[ ]”**

**Description of the Project**

# SCHEDULE 2

**Payment Schedule**

**Cambridge Reference: [RG#]**

**University PO number: #**

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| --- | --- | --- | --- |
| **Payments quarterly/annually in advance**  **Beginning on the beginning of the Project Period** | **Year 1 (£)** | **Year 2 (£)** | **Total (£)** |
|  |  |  |  |

Invoices shall be sent to the University to the attention of [\*] at the following address, referencing University PO number #.

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: Awardee of Cambridge

Account Number: 10921084

Bank Sort Code: 20-17-19

Name of Bank: Barclays Bank plc

Address of Bank: St Andrew’s Street Branch, 9-11 St. Andrew’s Street, Cambridge, CB2 3AA, United Kingdom

Reference: RG#