Collaborative Research between Business and Universities: The Lambert Toolkit 8 Years On

An evaluation of the impacts arising from the development and introduction of the Lambert model agreements and toolkit, conducted by IP Pragmatics Ltd on behalf of the Intellectual Property Office in collaboration with Association of University Research and Industry Links (AURIL), the Confederation of British Industry (CBI), PraxisUnico and the Technology Strategy Board (TSB).

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IP Pragmatics (www.ip-pragmatics.com) is a specialist consultancy that provides a range of intellectual property management and commercialisation services to assist universities, government research institutes and companies to increase their commercial revenue from their research, expertise and facilities. The company helps clients to create and realise value from their intellectual property assets through the provision of integrated intellectual property and business development services.

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Executive Summary

The Lambert toolkit is a set of decision tools and standard agreements designed to improve the process of negotiating collaboration agreements between research establishments and business, which has been in place since 2005. The aim was to produce a compromise approach that was fair and balanced, without favouring either industry or university interests, to:

- facilitate negotiations between potential collaborators
- reduce the time and effort required to secure agreement
- provide examples of best practice

This report examines whether the toolkit has achieved these aims, based on evidence from a wide spectrum of public and private organisations collected through an online survey (256 responses), supplemented by in-depth interviews (48 organisations).

In recent years, research collaboration has intensified. More than half the universities and companies surveyed are doing more one-off collaborations, more strategic relationships and more European projects than in 2005. The Lambert toolkit forms just one part of a much bigger shift in the innovation environment between business and the research base over this period.

Knowledge of the Lambert toolkit is well established in the research and innovation community. Over 80% of the research community, and over 50% of the companies surveyed are aware of it, although SMEs seem much less familiar with the resource. Almost 70% of the organisations that are aware of the Lambert approach have used at least some part of the toolkit to support different activities, but only 3% are using the agreements unmodified. The toolkit is most suitable for a minority of university-business interactions, and we estimate that less than 10 or 15% by value of collaborative research between universities and business in the UK is based on a Lambert-like agreement. We also found that the toolkit is not always used as a coherent whole, but with different parts used to support different activities.

Where the agreements are used, they are often used in practice not as a first choice, but rather as a compromise position. Of those who have used some part of the toolkit, 35% would prefer to use a Lambert (or Lambert-like) agreement and will usually suggest them as their first choice for a starting template, while 55% will use them only in certain circumstances or if they are offered by a partner. Research institutions are most likely to propose the toolkit, as large companies strongly prefer their own standard agreements as their first choice, nearly 40% of the SMEs in the survey do not have any templates for research collaborations at all.

The toolkit is valued as a good solid foundation for negotiation, a source of clauses that can help resolve negotiation points, and an independent exemplar of a fair and reasonable approach, and its influence therefore extends much more widely than simply to those who use the agreements unchanged. Almost 80% of those who are aware of the toolkit feel it simplifies the process of constructing contracts, and provides useful information and precedents, whilst 70% see it as independent and neutral, and just over 60% agreed that it saves both time and costs of negotiation. Those who have used the toolkit are much more likely to agree than those who have not. As a training tool, it can be useful to gain insight into the motivations of the other party or to support a negotiating position. Nevertheless, industrial support for the toolkit has been lacking - large companies are more likely to view the Lambert agreements as biased towards universities, and to have a more negative view of the potential benefits of the toolkit.

The Lambert approach can identify workable solutions to the key issues which arise from contrasting university and industry missions and priorities, and which underlie some of the reasons that the agreements are not always chosen as a starting point. Barriers to negotiation that are cited as still important include valuing IP (for almost 80% of the respondents), organisational bureaucracy in both companies and universities, and lack of skills of the negotiators on both sides (about 75% of the respondents). IP ownership is one difficult issue, and is closely linked to the development stage of the technology. In reality, ownership is less important than access rights which give both parties the freedom to achieve their aims. Publicisation is another area where there are tensions between the timescales of universities and companies. Finally, liabilities, indemnities and warranties are clauses that are often challenging to negotiate, partly because universities and companies have very different approaches to risk management.

Possible improvements have been suggested for both the toolkit and the approach behind it. The most common recommendations for change were to bring the agreements up-to-date, and for increased awareness and uptake. Showing how the agreements can be used to assign more flexible IP ownership, exploitation rights and use of the results could make the toolkit more relevant to current collaborative projects which share ownership, expertise, risk and reward. More than half of those who have used Lambert felt that a model agreement approach could be usefully extended to other types of collaboration, such as Knowledge Transfer Partnerships (KTPs), or government funded research, which is more usually conducted as a procurement exercise and met with considerable frustration by universities. It can also prove useful for agreements with overseas partners, where awareness is currently low. Foreign partners are often receptive when introduced to the agreements, particularly if they are collaborating in research within the UK for the first time.

This research suggests that the Lambert toolkit has had a positive influence on some innovative research partnerships between UK universities and businesses. There is scope to develop these foundations through better communication of the best use of the existing tools, targeting them at the organisations that need them the most with endorsement of their benefit in different situations. The Lambert approach can have value across the range of collaborative partners, while SMEs seem the most likely to benefit but the least likely to know about or use the toolkit. The toolkit can provide effective support not just where both parties already use it, but especially if one partner has no standard agreements, or is new to collaborative research, or if the partners have not collaborated before. Here, the decision tree and outline can help to finalise the important points more easily.
## Contents

**Executive Summary**  
3

**Chapter 1 : Introduction**  
9  
Origins - the Lambert review  
9  
Development of the toolkit  
10  
Components of the toolkit  
11  
Aims of the toolkit  
12  
Previous evaluations  
13  
Our approach  
14  
Evidence base  
14

**Chapter 2 : Awareness and adoption**  
15  
Awareness  
15  
Website usage  
16  
University vs industry  
17  
Raising awareness  
19  
Adoption  
20  
How many are using the Lambert toolkit?  
20  
How much are they using the Lambert toolkit?  
24  
Which agreements are used?  
27  
Alternatives  
32

**Chapter 3 : Achievements and influence**  
35  
Time, cost and effort  
39  
Improved negotiation  
46  
Best practice  
47  
Endorsement  
49  
Education  
51  
SME involvement  
54  
Impacts and influence  
55

**Chapter 4 : Perceptions and attitudes**  
59  
Barriers to negotiation  
60  
Culture  
62  
Issues in IP ownership  
64  
Publication versus confidentiality  
67  
Liabilities, indemnities and warranties  
68  
Influence of industry sector  
68

**Chapter 5 : Issues and applications**  
73  
Flexibility for today’s environment  
74  
Updating  
78  
Extensions  
79  
Creative use of modern technology  
79  
Other applications  
80  
Knowledge Transfer Partnerships  
81
Government

Government as a funder

Government as a research collaborator

International use

Chapter 6: Conclusions

Appendix 1: Methodology

Evaluation challenges

Changing landscape of knowledge transfer

Appendix 2: Survey question areas
Chapter 1: Introduction

Origins - the Lambert review

The Lambert toolkit is a set of decision tools and standard agreements designed to improve the process of negotiating collaboration agreements between research establishments and business, which has been in place since 2005. It followed an independent review of Business-University Collaboration carried out in 2003 by Sir Richard Lambert, later Director-General of the Confederation of British Industry (CBI). He was tasked by the UK government’s Treasury (HMT) to explore the opportunities arising from changes in business R&D and university attitudes to collaboration, and to highlight successful methods of collaboration between universities and industry, including small- and medium-sized enterprises (SMEs). His review made a number of recommendations to help shape policy in this area, and two of these led directly to the development of the Lambert toolkit and the Lambert model agreements.

Recommendation 4.1 from the Lambert Review of Business-University Collaboration

The Funding Councils and Research Councils, in consultation with universities, the CBI and other industry groups, should agree a protocol for the ownership of IP in research collaborations. IP protocol main features:

- The common starting point for negotiations on research collaboration terms should be that universities own any resulting IP, with industry free to negotiate licence terms to exploit it.
- But if industry makes a significant contribution it could own the IP.
- Whoever owns the IP, the following conditions need to be met:
  1. The university is not restricted in its future research capability.
  2. All applications of the IP are developed by the company in a timely manner.
  3. The substantive results of the research are published within an agreed period.
- On all other terms the protocol should recommend flexibility where possible to help ensure that the deal is completed.
- The Funding Councils and Research Councils should require universities to apply the protocol in research collaborations involving funding from any of the Councils.

Recommendation 3.5 from the Lambert Review of Business-University Collaboration

The Association for University Research & Industry Links (AURIL), the Confederation of British Industry (CBI) and the Small Business Service (SBS) should produce a small set of model research collaboration contracts, for voluntary use by industry and universities.

- A range of model agreements should be developed, setting out various approaches to IP ownership, management and exploitation rights including, but not limited to, ownership of the IP by the university with non-exclusive licensing or exclusive licensing to industry.
- The model contracts should be agreed by the main representative bodies. They could be distributed through the same means: to universities through AURIL and Universities UK and to industry through the CBI and the SBS.

Development of the toolkit

The timeline below shows how these recommendations gave rise to what has become known as the Lambert toolkit.

Figure 1.1 Timeline of the development of the Lambert toolkit.

Two working groups were set up – an Outer Working Group with wide representation from over 60 individuals drawn from industry, the research community, government and other relevant groups, and an Inner Working Group with four representatives each from the university and business sectors, plus legal support. This group was tasked with negotiating and drafting an approach and model agreements which were satisfactory for all sides. These were then reviewed and ratified by the Outer Group. The Intellectual Property (IP) principles suggested in Lambert’s report were adopted and taken through into the agreements and toolkit.
Components of the toolkit

The toolkit offers a tiered approach to IP ownership based on the levels of investment, both financial and intellectual, by the collaborating partners. It is a voluntary approach and can provide basic principles and guidance for negotiations, or provide suitable model agreements designed to be used in specific circumstances. The key components of the toolkit are:

- a series of **Model Agreements** that are tiered to reflect a varying balance of investment, publication rights and IP control
- a **Decision Guide** that steers users through a series of questions to identify the correct model agreement for a particular collaboration
- two **Outlines** to support users in their negotiations by identifying the principles that need to be established at the outset, to ensure that both sides have similar expectations for the proposed project
- two sets of **Guidance Notes** that help newcomers understand the terms and legal issues and highlight the points that are of importance to each side of the negotiation.

The toolkit was developed in two phases, producing two sets of model agreements:

- Five collaborative R&D agreements (Lambert 1 – Lambert 5) for one-to-one collaborations
- Four consortium agreements (Lambert A – Lambert D) for multi-party collaborations.

It is important to recognise that the agreements represent a position that is “pre-negotiated”, and reflects a compromise on all sides. The aim was to produce an approach that was fair and balanced, without favouring either industry or university interests. The toolkit is hosted on a neutral website – now at the Intellectual Property Office (IPO) and previously on the DTI, DIUS and BIS websites. This neutrality is an important feature of the toolkit’s approach.

Aims of the toolkit

The Lambert review identified that in 2003, some of the barriers to collaboration between the research establishments (universities or public sector research establishments (PSREs)) and industry were:

- No common “ground rules” over ownership of IP in research collaborations, leading to significant difficulties in agreeing IP terms
- Need to determine IP ownership and rights at the outset
- Business and universities both report negotiations can be extremely lengthy and costly
- Model contracts for the LINK scheme are useful but not available to all
- Smaller companies with limited resources may be deterred by high legal costs and time
- Some universities are perceived to overvalue their IP
- Variable quality of university technology transfer offices (TTOs), recruitment & training

The toolkit was intended to address some of these issues, and in particular the objectives of the approach were to:

- facilitate negotiations between potential collaborators
- reduce the time and effort required to secure agreement
- provide examples of best practice

Although it was not made explicit, other less tangible aims for the toolkit were to increase SME collaboration with universities, and to reduce the gap between more and less “IP capable” universities.
Previous evaluations

A comprehensive impact evaluation of the Lambert toolkit has never been undertaken. There have been three previous surveys carried out, two in 2006 by AURIL and CBI, and a third in 2009 by AURIL. These collected evidence of use of the model agreements and toolkit, but the further-reaching outcomes and impacts were not examined. The findings of these previous surveys will be compared with the current evaluation where possible in this report. In 2007, a study into negotiation of business–university research collaborations was led by Peter Saraga, President of the Institute of Physics and chair of the Higher Education Funding Council for England (HEFCE) advisory group for Business and the Community. While not strictly an evaluation of the Lambert toolkit, this study looked closely at the effects of the introduction of the agreements, and aimed to identify what remaining barriers might be influencing university–business negotiations.

Our approach

The Intellectual Property Office has commissioned this comprehensive evaluation of the Lambert toolkit, to inform possible policy developments in relation to improving intellectual property deal-making and knowledge exchange.

The aims of this evaluation are to gain an understanding of:

- The evidence of use of the Lambert toolkit or similar model agreements
- Who is using or not using the Lambert toolkit and why, and what factors determine level of use
- What were the barriers to implementation and what could have been done differently/better with its implementation
- Whether the Lambert process has helped to close the capability gap in IP deal-making highlighted by the Lambert Review
- Whether R&D contracts are more robust as a result of the use of the Lambert toolkit

Evidence base

This report builds on the many previous reports on the issues surrounding business-university interactions. We have gathered evidence from a wide spectrum of public and private organisations through an online survey, in-depth interviews and case studies covering 48 organisations, and informal discussions with many more individuals at meetings and conferences throughout the research period. In all, survey responses were collected from 256 participants. Just over half the survey participants came from the research community, with nearly 40% from industry, both large and small, and 5% from the IP or legal profession. Further details of the evidence base for the report are given in Appendix 1.

There are some inherent challenges in attempting a retrospective evaluation of an intervention like this. Although we have interviewed several of those involved at the start of the process, and reviewed meeting notes and minutes, we have not been able to identify any official statement of aims for the toolkit, and there was certainly no attempt to measure the status quo at the time. Equally, there has been no systematic follow up of activities, outputs and outcomes, and we have had to rely on proxy measures to gauge whether the toolkit has had an effect. Probably the most difficult aspect is the impossibility of disentangling the effects and impacts of the toolkit from the significant wider changes in the Knowledge Exchange (KE) landscape of the UK over recent years. Other initiatives from government, the influence of HEF funding, the continued rise of Open Innovation, a growing emphasis on the “Impact Agenda”, an increased willingness to source the best research worldwide rather than close to home, and the effects of the global recession have all had fundamental effects on the ways that universities interact with business. Against this backdrop, the impact of the Lambert toolkit may be influential, but it is just one small cog in a much bigger machine that establishes and drives a successful research collaboration.
Chapter 2: Awareness and adoption

- Knowledge of the Lambert toolkit is well established in the research and innovation community. Over 80% of universities and the wider research community, and over 50% of the companies surveyed are aware of it. SMEs are reported to be much less familiar with the resource.

- Almost 70% of the universities and companies that are aware of the Lambert approach have used at least some part of the toolkit to support different activities, but only 3% are using the agreements unmodified. We estimate that less than 10 or 15% by value of collaborative research in the UK is based on a Lambert-like agreement.

- This is partly through lack of awareness, partly because the agreements are most suitable for a minority of university-business interactions, and partly because they are often used in practice not as a first choice, but rather as a compromise position when the parties cannot agree on one of their own agreements. When they are suggested as a first choice, this proposal is most likely to come from the research institution.

- Large companies strongly prefer to use their own agreements, but can be willing to use Lambert when this is suggested by the research partner. Nearly 40% of the SMEs in the sample do not have any standard templates for research collaborations at all.

Awareness

As the toolkit has been available for eight years, it would be hoped that knowledge of the resource was well established. More than two-thirds of the survey respondents were already aware of the Lambert agreements or toolkit. This awareness was much higher amongst the universities and wider research community (at 81%) than within industry (at 53%). As would be expected, the IP and legal professions are also well aware of the toolkit.

Figure 2.1 - Before starting this survey, were you aware of the Lambert agreements and/or the Lambert toolkit?

This level of awareness suggests that the Lambert toolkit is well established in the research innovation community. However, the association of the Lambert name with the survey means that those who have heard of the Lambert toolkit may have been more likely to complete the questionnaire.

Website usage

The research collaboration agreements on the Lambert website receive approximately 1,500 views each per year, and the consortium agreements about 1,050 views each per year. On average, each agreement is viewed about 4 or 5 times every day. Despite minimal advertising, the number of views has grown slightly, although not significantly, each year since their move to the IPO website in 2010, showing that they are a resource which is still widely used and relied upon.
University vs industry

We found a strong perception that the sector that was most aware of the Lambert agreements was the university sector, and that the sector with least awareness was the SME sector. The highest awareness rating was within the Russell Group universities, a group of 24 research-intensive universities which are amongst the most active in industry-university research. Awareness within universities was rated as medium or high by 88% of the respondents who gave an opinion, whilst awareness in SMEs was rated as low by 91%. This was also borne out in our informal discussions; many of the SMEs contacted did not know about this resource but were keen to explore it once they knew that it existed.

“Never heard of the toolkit until today - sounds helpful & will look it up now” – SME

Even at the recent Innovate 2013 event with an SME-focused audience which was already self-selected as being interested in innovation and IP in university-business collaboration, only a small minority had heard of the Lambert toolkit.

Case Study - Small entrepreneurial company

ACAL Energy Ltd (www.acalenergy.co.uk) is developing innovative chemical catalysts for the next generation of affordable fuel cells. From small beginnings with just two people and a business plan 8 years ago, the company now employs 32 people and has raised £16m in venture capital. Their product development has been supported by a number of collaborative projects in chemistry and materials research with leading UK universities including Manchester, Liverpool, Birmingham and Newcastle. As a start-up, with no standard agreements of their own, ACAL turned to the Lambert toolkit, and has used the model agreements as the basis for their research collaborations since their launch. Amanda Lyne, VP of Strategic Business Development and Marketing, explains “The structure of the deals is an excellent starting point, which we have used for Knowledge Transfer Partnerships (KTPs), CASE PhD studentships, and post-doctoral research projects. Using these model agreements has accelerated several partnerships, which had previously taken ages to negotiate.”
Raising awareness

The main routes to awareness of the toolkit are by word of mouth (20%), through professional organisations (18%) and via the website (14%). When the toolkit was first launched, and then re-launched with the consortium agreements, there was considerable publicity particularly in the university sector through newsletters, seminars, articles, and training. In recent years, this has dropped as the knowledge of the toolkit has passed into “received wisdom”. As will be shown in Figure 5.1, 64% of those who expressed an opinion felt that the toolkit could be improved by increasing awareness and uptake of the resource. The IPO has never undertaken a formal awareness campaign around the toolkit, and much of the advertising has been carried out by supporters of the toolkit, and by partner organisations like AURIL and CBI or through training courses run by ProxelUnico and others. Much of this promotion has been targeted more strongly at the university sector, particularly at those in the technology transfer or research contract offices. Awareness is lower amongst academic researchers, who will often be the individuals who negotiate the initial outline of the research collaboration, and more could be done to educate this group about the IP principles and decision tree approach, if not the model agreements themselves.

“I heard about the Lambert toolkit just today 5 minutes before filling in this survey. Ridiculous! Much better publicity is needed if the toolkit is good” – University Professor

In the SME sector, there is a need to target awareness effectively at companies which might be able to gain from university research collaboration, rather than at all of the estimated 4.8 million SMEs in the UK today. Building on the success of peer group influence and professional organisations to date, the innovation support schemes such as those run by IPO, Technology Strategy Board (TSB), Growth Accelerator, and the Devolved Authorities would be good routes to use. Other useful organisations would be networking groups including the Knowledge Transfer Networks (KTNs), professional groups such as the Licensing Executives Society, and trade organisations.

The adoption of other types of model agreement, such as the Russell Group CASE studentship agreement, has been driven by the university sector but this has not happened with the Lambert agreements. The role of funders in recommending and promoting the use of particular agreements can also be a key driver of awareness and uptake, and this aspect is examined in more detail in Chapter 6.

Adoption

How many are using the Lambert toolkit?

Overall, less than half (45%) of the overall survey sample have used any part of the toolkit, whether the complete agreements, certain clauses, or the supporting tools. For those who are already aware of Lambert, 69% of the respondents have used at least some part of the toolkit. This response is very similar to the AURIL survey of 2009, which found that 41% of their sample had used the toolkit, down from 54% in the smaller AURIL survey of 2006. The sample profile of these previous surveys was largely from the research community, and had a smaller sample size, so it is hard to draw direct comparisons with this data, but it suggests that usage of the toolkit has remained fairly constant since its introduction. Adoption levels of the toolkit are variable, and this is not changing significantly.
According to the members of the Inner Working Group who were interviewed, the original intention was that the agreements should be used “as is” with no modification, but in practice only 3% of those who are aware of Lambert are using them in this way. Within the survey group who have used some part of the toolkit, 35% would prefer to use a Lambert (or Lambert-like) agreement and will usually suggest them as their first choice for a starting template, while 65% will use them only in certain circumstances or if they are offered by a partner.

In percentage terms, there is little difference between the different types of research organisation, where 75-80% have used the toolkit. For SMEs, the percentage is much lower at around 40%, underlining the lower level of awareness and uptake in this sector.

According to the interviews and comments, it seems that many of these however will accept the use of the Lambert agreements as a second choice or compromise position when the parties are not able to agree to use one of their own agreements. Some of the reasons and attitudes behind these decisions are explored further in Chapter 4. For some the agreements came too late, once many organisations were already locked into their own way of working and familiar with their own terms and conditions. At the Russell Group universities in the sample, for example, have some form of standard agreement, and for over 60% of these, this agreement was developed independently or pre-dates the Lambert agreements (though it may use similar principles). For others the very nature of the “compromise” inherent in these agreements means that many organisations will always prefer to start their negotiations from a more favourable position when they can.
Nearly 40% of the SMEs in the sample do not have any standard templates for research collaborations at all. This could represent an ideal opportunity to use the Lambert agreements, to avoid the legal time and expense of drawing up an individual contract for a research collaboration. On the other hand, large companies are the most likely to have their own independent agreements, a position that is reflected in the many comments from both sides that large companies prefer to use their own agreements.

“Our experience is that, with the obvious exception of GSK, most companies are not keen to use the Lambert, preferring to use their own agreements” – Russell Group University

“Most companies insist on using their own model agreements (which have IP and other terms that differ significantly from Lambert model)” – SME

How much are they using the Lambert toolkit?

We attempted to quantify the extent to which the Lambert agreements are being used, but found that most of the organisations we spoke to do not gather this data, and often would not know if a particular agreement was based on the Lambert template where it is offered by the partner. This suggests that organisations are not relying on the Lambert “brand” to support their IP principles, even if they have incorporated these into their own approach. The agreements are primarily intended for one-off research collaborations (although, as will be discussed later, they may also be used successfully for other types of interaction), and form just part of the full spectrum of potential interactions between industry and the research community illustrated below.
Of these potential interactions, only a proportion will be suitable or appropriate for a Lambert agreement. Where the survey participants were able to estimate how much of their spend/revenue would be amenable to use of a Lambert agreement, the most popular selection was 0-10%, and the median was 11-25% (estimated at 14%), showing that Lambert agreements are only appropriate for a relatively minor number of university-business interactions.

When asked about the proportion of their spend/revenue for which they actually did use a Lambert agreement, both the most popular and the median selection was 0-10% (median estimated at 6%). In the figure below, the horizontal axis shows the proportion of spend/revenue on industry-university interactions, and the vertical axis plots the cumulative percentages of respondents who chose a range that was higher than each particular value of percentage of interactions. This graph illustrates that the survey sample are not actually using Lambert for all the situations where it they think that it may be appropriate, and that Lambert is not considered appropriate for a large proportion of these interactions. Despite this finding, there is a small group of people who have completely adopted the Lambert approach, and use it for more than 75% of their collaborative work. This group contains all sectors – one Russell Group university, two other universities, one research institute, one SME and one multinational company, so for these respondents at least the toolkit is suitable for all their needs.

We also asked the in-depth interviewees to provide quantitative information about the numbers and values of deals that they have done either with or without a Lambert agreement. Again, accurate figures were not available, but we did get a sense of the orders of magnitude involved. Over the past year, more than 1,000 deals worth a total of £160 million were done by our in-depth sample, and of these only about 50 deals worth £15 million used a Lambert template. Even where the interviewee was a firm supporter of the Lambert toolkit and agreement, they were usually only able to use the templates in a small proportion of their deals, generally because the deal partner prefers to use their own agreement. Extrapolating from these different figures, we estimate that less than 10 or 15% by value of collaborative research in the UK is based on a Lambert-like agreement.

As before, the toolkit is seen as being most useful for deals with the universities, but surprisingly, it was reported as nearly as useful for deals with both SMEs and large companies. Research organisations report that the toolkit is most useful or quite useful with about 75% of both sizes of company. Where the use of the Lambert toolkit is proposed by one or other partner, the response is predominately positive or neutral, especially in the research sector and SMEs, but even amongst large companies. The toolkit therefore can be useful when it is accepted, but it is not being proposed or used as widely as may be expected. When its use is proposed, this is almost always from the university/research side of the deal, in this respect, little has changed since the AURIL survey in 2006, which reported that there had been a better than expected take-up of the agreements by universities in the first year, but whilst industry partners were generally willing to use the agreements when suggested by research partner institutions, only 22% had suggested their use themselves.
Which agreements are used?

As in the 2009 AURIL survey, our survey looked at the relative use of the different research collaboration and consortium agreements.

The Lambert research collaboration agreements (one to one)

- **Collaboration Agreement 1:** Sponsor has non-exclusive rights to use in specified field/territory; no sublicences; University owns IP
- **Collaboration Agreement 2:** Sponsor may negotiate further licence to some or all University IP; University owns IP
- **Collaboration Agreement 3:** Sponsor may negotiate for an assignment of some University IP; University owns IP
- **Collaboration Agreement 4:** University has right to use for non-commercial purposes; Sponsor owns IP
- **Collaboration Agreement 5:** Contract research: no publication by University without Sponsor's permission; Sponsor owns IP

The Lambert consortium agreements (multi-party)

- **Consortium Agreement A:** Each member of the Consortium owns the IP in the Results that it creates and grants each of the other parties a non-exclusive licence to use those Results for the purposes of the Project and for any other purpose.
- **Consortium Agreement B:** The other parties assign their IP in the Results to the lead Exploitation Party who undertakes to exploit the Results. (Alternatively the Lead Exploitation Party is granted an exclusive licence)
- **Consortium Agreement C:** Each party takes an assignment of IP in the Results that are germane to its core business and undertakes to exploit those Results
- **Consortium Agreement D:** Each member of the Consortium owns the IP in the Results that it creates and grants each of the other parties a non-exclusive licence to use those Results for the purposes of the Project only. If any member of the Consortium wishes to negotiate a licence to allow it to exploit the IP of another member or to take an assignment of that IP, the owner of that IP undertakes to negotiate a licence or assignment

In 2009, the consortium agreements had only just been introduced and were being used much less than the collaboration agreements. Only 5 of the 38 respondents in 2009 had used one or more of the consortium agreements. This has now evened out, with the consortium agreements now used only slightly less than the collaboration agreements. All the different agreement options are used, with Lamberts 2, 4, A and D each used by over 60% of those who have used the agreements, whilst Lambert 5 and Lambert C are used the least. Lambert 4 was also the most popular agreement in both the 2006 and 2009 AURIL surveys, but there has been a gradual shift since then away from Lambert 1 and Lambert 3, with a growth in use of Lambert 2 and Lambert 4.

Figure 2.11 - Which of the agreements have you used (pick all that apply)?

We also looked at which agreements are used most often by each organisation. Again, for the collaboration agreements this is Lambert 2 and Lambert 4, with use of Lambert 2 in particular increasing since 2009. These are the two agreements which represent the most flexible options for university or company ownership of the IP respectively. Lambert 5, which is not very widely used, most closely resembles a traditional “fee-for-service” research contract, and has conditions on limitation of publication in particular which are difficult for many universities to accept as they stand. The decline in the use of Lambert 3 may represent a move towards earlier decisions over who will own the IP arising from the work, as this is the agreement which gives ownership of the IP to the university, with industry rights to negotiate for assignment.
Collaborative Research between Business and Universities: The Lambert Toolkit 8 Years On

Lambert 1
Lambert 2
Lambert 3
Lambert 4
Lambert

Figure 2.12 - Which research collaboration agreement (one-to-one) do you use most often?

For the consortium agreements, the 2009 sample is too small to infer any trends, but both Lambert A and D are popular in 2013. These are the two options which allow the party which invents to retain the IP in their own inventions and in the results that they create, with different options for dividing and allowing access to this IP for the other members of the consortium. This mechanism is much more commonly used in our survey than the alternatives of nominating one party to lead on the exploitation or trying to divide the IP according to which parties are best placed to exploit it.

Figure 2.13 - Which consortium agreement (multi-party) do you use most often?

Case study – Multi-way collaboration

The University of South Wales was awarded funding from the Welsh Government’s Academic Expertise for Business (A4B) scheme. By combining the expertise and resources available from Welsh Higher Education Institutions and Industry in Wales, this Collaborative Industrial Research Project (CIRP) aims to accelerate the development of new processes and services, ultimately creating exciting new technologies which are of strategic importance to the Welsh economy.

The Tuneable Laser project brought together the Optoelectronics expertise of the Faculty of Advanced Technology at the university with the commercial input from a multinational company and support from two SMEs based in Wales, to work on a metrology application. The project needed an agreement to balance the requirements of the sponsors, the university and to protect the commercial needs of the large and small companies involved. The Lambert Consortium agreement has allowed the participants to deal equitably with the IP that has arisen during the work. One of the smaller companies unfortunately had to withdraw from the project part way through, but under the terms of the agreement, this transition could be handled seamlessly.

The project has been very successful, and has developed novel intellectual property for the team. The project partners are currently agreeing the commercial terms for the future exploitation of this work.
The supporting tools are used by fewer people than the agreements themselves, with the Guidance Notes proving popular for each category. It seems that the toolkit is not always used as a coherent whole, but with different parts used to support different activities. This is also reflected in the document views on the Lambert website, where the supporting documents are again viewed less often than the agreements themselves. The decision tree is not used as often as the agreements themselves, although it should be the first step in deciding which is the correct agreement to use. In some cases, this will be because the users are already familiar with the different options, but it may also reflect a lack of awareness of how more value can be obtained by using the toolkit as an integrated whole, and by agreeing the important issues up-front before starting to draft an agreement.

Alternatives

As has been discussed earlier, if the Lambert agreements are not used, the most common alternative is to use the organisation’s own agreements (76%), followed by agreements suggested by the partner (56%).

The main issues cited for not using the Lambert toolkit were that certain clauses were not acceptable, or the general approach did not cover their requirements. Some of the other issues raised were that the toolkit does not work well in an international environment, that each situation requires a bespoke approach, or that they prefer to use a term-sheet approach.
Figure 2.16 - Do you have any problems with use of the Lambert agreements and toolkit?

We also investigated the use of other model agreements, and found that the most commonly used were the TSB standard model consortium agreement, and the DESCA agreement used for EU funded projects. In clinical situations, the model Clinical Trial Agreement (mCTA), model Clinical Investigation Agreement (mCIA) and model Industry Collaborative Research Agreement (mICRA) from the National Institute for Health Research (NIHR) are used and were developed initially from the Lambert principles. More university-specific agreements are the Russell Group CASE PhD studentship, and the Brunswick MTA and agreements for inter-university research, which are also fairly widely known and used. Some industry-specific agreements are used in particular industry sectors, for example the Framework Agreement for Technical Support (FATS) in defence or the Integrated Projects Consortium Agreement (IPCA) in ICT.

The Lambert website currently includes some examples of other model agreements which were not developed by the working groups, but it does not link to these other standards which have subsequently been developed and are becoming known and supported in the community.

The DESCA agreement for EU-funded research is an interesting example. Although many people said they do not particularly like it, they will nevertheless use it because the alternative of negotiating a bespoke agreement each time would be far too onerous to consider, particularly with the additional complication of different practices and laws in different countries. The FP7 funding competitions also include some fundamental IP rules in their funding conditions, the most basic of which being that the default position is that foreground IP generated during a collaborative project should belong to the party which generates it (although there are provisions for joint ownership in some circumstances). There is also a requirement to ensure that the foreground IP is used, either in further research activities (development or improvement of the generated results) or in commercial activities (production and marketing of new products and services). This type of IP provision attached as a condition of funding can sometimes reduce the potential areas for negotiation between the partners, although in this case there is enough flexibility to allow for a range of IP ownership outcomes.
Chapter 3: Achievements and influence

- In recent years, research collaboration has intensified. More than half the universities and companies surveyed are doing more one-off collaborations, more strategic relationships and more European projects than in 2005.

- Almost 80% of those who are aware of the toolkit say that it simplifies the process of constructing contracts, and provides useful information and precedents. It is perceived by over 70% of respondents as being independent and neutral. Just over 60% agreed that it saves both time and costs of negotiation.

- It is valued as a good solid foundation for negotiation, a source of clauses that can help resolve negotiation points, and an independent exemplar of a fair and reasonable approach.

- The Lambert toolkit is most helpful where both parties already use it, or if one partner has no standard agreements, or is new to collaborative research, or if the partners have not collaborated before.

- Organisations that have used the toolkit as a training tool found it useful, especially to gain insight into the motivations of the other party or to support their own position.

- However, industrial support for the toolkit has been lacking. Large companies are more likely to view the agreements as biased towards universities, and have a more negative view of the potential benefits of the toolkit. SMEs are still deterred by the costs and time required for negotiation.

The landscape for research collaboration between industry and the research base and for KE more widely has certainly evolved since the toolkit was introduced in 2005. Data collected by the annual Higher Education-Business and Community Interaction Survey (HE-BCI) show a steady increase in research and contract income received by UK universities. The combined total for contract and collaborative research was £1.9 billion in 2010-11 (the latest year for which figures are available).

Figure 3.1 - Total value of collaborative and contract research income received by UK universities. Source: HEFCE.

This has been matched by a continued government commitment to funding for “third-stream” and knowledge exchange activities within English universities which is supported by Higher Education Innovation Funding (HEIF). At the time of the Lambert report in 2002-3, HEIF had only just been introduced (although it was building on previous schemes) and was a competitive scheme for specific projects often bringing together groups of universities. HEIF funding has now evolved into a performance-based funding for individual universities, with the total levels for 2011-2015 ring fenced at £150 million pa. Some universities receive no HEIF funding, but those that achieve a certain threshold of weighted external income receive an amount based on a sliding scale starting at £250k pa and capped at £2.85 million pa for the 23 highest performing universities.

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http://www.hefce.ac.uk/whatwedo/kes/measure/hebcis/
This increase in activity was reflected amongst our survey sample, where the levels of interaction between business and university have generally increased or stayed about level since 2005. In particular, levels of one-off research collaboration, longer term strategic relationships, and European projects are higher than in 2005, with more than 50% of those answering this question doing more of these interactions in each case.

Data from the Office of National Statistics\(^6\) on UK Gross Domestic Expenditure on R&D also broadly supports this trend, with the amount of R&D funded by business and performed by higher education rising steadily from £256 million in 2005 to £312 million in 2008, although this has dropped back during the recession, standing at £284 million in 2011 (the latest year for which figures are available).

The Lambert toolkit is just one part of a much bigger shift in the relationships between business and the research base. The presence of the toolkit has certainly helped some interactions, and perhaps hindered others, for example by causing one side to become entrenched in a particular position. The negotiation of an agreement is only one small part of the overall relationship, and cannot on its own have a significant effect on the amount, speed or ease of collaboration, nor on the involvement of SMEs in the process.

We have examined how the Lambert toolkit has performed with respect to each of the specific objectives that it was designed for:

- to reduce the time and effort required to secure agreement
- to facilitate negotiations between potential collaborators
- to provide examples of best practice

### Time, cost and effort

Previous surveys have gauged the attitudes of the participants to the potential time and cost benefits of using the toolkit.

- **AURIL survey, 2006:** 40 replies
  - 61% said it saved time
  - 55% financial/resource savings

- **CBI survey, 2006:** 39 replies, 11 of whom were aware of the toolkit. Of these,
  - 6 said it saved time
  - 5 said it saved money or other resources

- **AURIL survey, 2009:** 109 replies
  - 57% said it saved time
  - 33% financial/resource saving

In this survey, we asked a series of attitudinal questions designed to explore how the participants felt about specific aspects of the Lambert toolkit and negotiation of research collaborations more generally.

### Attitude ratings

The survey offered a series of statements with a rating scale of “strongly agree”, “agree”, “disagree” or “strongly disagree”. These were scored on a scale of -2 (strongly disagree) to +2 (strongly agree). The results are given in terms of a rating average, to allow for easy comparison between different sub-sets of the sample with different sample sizes. In the graphs which follow, a positive rating average indicates agreement with the statement, and a negative rating average indicates disagreement, with maximum possible average scores of -2 (all respondents strongly disagree with the statement) or +2 (all respondents strongly agree with the statement).

![Rating average graph](image)

**Figure 3.4 - Rate averages of agreement/disagreement with the statements on a scale of -2 (strongly disagree) to +2 (strongly agree).**

Overall, those in the survey sample who are aware of the toolkit agree that it saves both time and money: 62% agreed that it saves time and 63% that it saves money, a slight increase from the earlier surveys (figures shown above). Respondents who use the toolkit are much more likely to agree than those who do not. Similarly, both SMEs and universities are much more likely to be positive than those in large companies.
Case Study - Multiple agreements with minimal time and effort

In October 2012, the Medical Research Council (MRC) announced the successful applicants in a groundbreaking collaboration with innovative pharmaceutical company AstraZeneca under which £7 million of funding was made available for 15 research projects. Under the "Mechanisms of Disease" funding call, AstraZeneca made 22 of its chemical compounds available free-of-charge to scientists. AstraZeneca had conducted early trials of these compounds and validated their use for future research, but had put them on hold for further development. The MRC funding aimed to extend the possible application of these compounds for use in a broad range of conditions from common diseases like Alzheimer’s, cancer and lung disease through to rarer conditions such as motor neurone disease and muscular dystrophies with the ultimate aim of benefiting patients. Eight of the projects involve clinical (human) trials of potential new therapies, and seven are focusing on earlier preclinical work. These projects are led by 10 different universities, and one PSRE.

To support all these different projects in a consistent way, MRC and AstraZeneca agreed to base the collaboration contracts on the Lambert 2 agreement for the preclinical projects, or the model Industry Collaborative Research Agreement (mICRA) for the clinical projects. The mICRA agreements take their approach to IP rights from the Lambert agreements, so there was a consistent approach to IP ownership throughout: AstraZeneca retains its existing rights relating to the compounds and any new research findings by the academic institution are owned by the academic institution. AstraZeneca has a non-exclusive right to use the findings for internal R&D only, and the right to negotiate an exclusive licence under suitable terms. By using these pre-negotiated agreements as a starting point, AstraZeneca was able to process all the contracts in record time and using only minimal support from their internal lawyers and IP team. The main negotiation points that arose were around the practical terms of who would do what under the contracts, rather than any substantiative issues.

Chris Wilks, the project manager for the collaboration within AstraZeneca, commented “Overall we completed 15 separate contracts within the three month deadline, which is unprecedented in my experience. The only way that this was possible was by using the Lambert and mICRA agreements, which are well known and largely accepted within the university community. From an AstraZeneca perspective, this was a great success, and I hope to employ this approach more widely in the company as we move towards a greater use of this type of Open Innovation to support our internal research and development.”

Data gathered from the in-depth interviews suggests that there was a tendency for deals using Lambert to be quicker on average, and for most of the longest deals to be completed in under six months, compared with over a year for deals not using the toolkit. Where there is a desire to complete a deal quickly, however, this can be achieved no matter which starting agreement is used.

The agreement used is only one factor which determines the speed of the agreement. The factor which is most likely to result in a quick agreement is where two parties have collaborated before, and so have previously agreed on the significant points of the structure of the agreement. This can be particularly quick if the previous interactions were based on the Lambert toolkit. Otherwise, the Lambert agreements are more likely to be helpful for new collaborations between organisations which haven’t worked together before, when the decision tree and outline structure can help to finalise these points more easily. It will be less helpful if the parties have a pre-existing agreement that is not based on Lambert. Also important are the skills and attitudes of the negotiating parties, as well as external factors such as funding deadlines. Similar trends were seen for both the staff costs, and the external legal costs associated with these deals, where again the most expensive and average costs were improved by using Lambert, but little difference could be discerned for the cheapest deals.
Within the wider survey, 70% of the participants agreed that negotiations are often extremely lengthy and costly — mirroring the attitudes found by the original Lambert review.

However, only 65% of those who were aware of Lambert agreed, compared with 80% of those who are not aware, and there was also a positive difference between those who do and those who do not use the toolkit. This suggests that the toolkit has had some positive effect on the time and cost of negotiations. There was also agreement within the sample that a collaboration can be weakened by lengthy and difficult negotiations. In some circumstances, though the opposite can be the case, with a protracted negotiation enabling all parties to become comfortable with the issues that are important to the other side, and strengthening the basis of the work. In other cases, the negotiation is carried out by contracts staff, and any difficulties do not affect the researchers themselves and so do not influence the collaborative work. Where the negotiation gives insight into the motivations of the collaborating parties and into what is important to them, this can only enhance the relationship. This point has little effect on the success or otherwise of a negotiation or the following collaborative relationship.

The implication of reducing the costs and time involved with deal negotiation was that it would feed through into a higher capacity for deal making, to more deals being concluded, and to a reduction in the lost opportunity costs from delays in starting the research. In our survey sample, 37% of the sample who are aware of the toolkit agree that the capacity for deal-making has increased since its introduction. Again, those who have used Lambert are less likely to disagree with the statements.
Improved negotiation

In the previous surveys,

- **AURL survey, 2006:** 40 replies
  - 72% said it simplified processes
- **CBI survey, 2006:** 39 replies, 11 of whom were aware of the toolkit. Of these,
  - 6 said it simplified processes
- **AURL survey, 2009:** 109 replies
  - 62% said it simplified processes

On average, **79% of our sample who were aware of the toolkit agreed that it simplifies the process of constructing contracts.** Again, those who use the toolkit are much more likely to agree than those who do not. Large companies also agree less strongly, but even here they do agree that the toolkit can simplify the process, one of the benefits of the toolkit that receives across the board support.

"It works so well when both sides want to use it" - University

"We’re thankful for this resource. It takes away administrative barriers to engaging with universities and spurs us to collaborate and innovate with partners" - SME
On the other hand, most of the respondents disagree that the use of the Lambert approach will make a deal less likely to fail. In practice, very few deals actually fall through and where this does happen, it is through external factors such as the loss of funding, or failure to find a suitable researcher rather than through disagreement over the contract negotiations. Where two parties wish to conclude a deal, then a solution will be found to any of the contract issues that arise.

Only one respondent reported that they were aware of any disputes, legal challenges or case law arising from deals based on any of the Lambert agreements, and did not leave any further details or contact details for follow up. Several people also mentioned that they were not aware of any based on other agreements either. At the research stage, disputes are unlikely to have serious consequences, and will most often result in the termination of the collaboration, rather than any more far-reaching financial effects. Before the introduction of the toolkit, there had been at least two disputes over ownership of IP in a business-university research collaboration that reached the courts (IDA Ltd v University of Southampton 7, and Cyprotex Discovery Ltd v University of Sheffield 8). Whilst we have not done a thorough search, we are not aware of any evidence of later court proceedings, which suggests that both sides of these negotiations are now much more aware of the issues involved and will ensure that IP ownership provisions are agreed beforehand and made explicit within the contract, whether this is a Lambert template or an alternative. The explicit nature of the IP principles behind the Lambert approach will have helped to catalyse this understanding.

**Best practice**

In the 2009 AURIL survey, 33% said the toolkit resulted in better contracts, and 60% that it provided useful information.

In our survey, this proportion has risen and now 80% of those who are aware of Lambert agreed that the toolkit provides useful information and precedents. This is where we found the greatest support for the positive benefits of the toolkit. For universities in particular, the principles of the toolkit can be very useful to provide external verification that the position they are taking is “reasonable”, allowing them to manage partner expectations with an authoritative tool. This view of the agreements as being independent and neutral was supported by 72% and was cited by both universities and large companies as being particularly helpful in their dealings with SMEs who may not have done any collaborative research before. It provides comfort that what the SME is being asked to sign is a reasonable compromise, and that the longer more experienced partner is not “taking advantage” of their position. Many also found the agreements a useful source of clauses on specific issues which they can reuse within their own or other agreements.

> “Lambert agreements can be used to support positions because of the authority that they have. Their presence on the IPO website gives them a credibility with partners in industry”
> - University

Support for the toolkit as representing “best practice” was weaker (55% agreement), again particularly amongst those who have not used Lambert and the large companies. Many commented that there is no such thing as best practice in research collaborations, as each individual situation is different and should be treated on its own merits. Similarly, 55% of the sample agreed that there are no common “ground rules” on IP ownership in collaborative research. Reflecting the results found about usage, the toolkit was often seen as a good solid foundation as a starting point for negotiations, or a source of clauses that could help to resolve a particular negotiation point, rather than a package of best practice in its own right.
“It is helpful to have a suite of model documents that can be used in the first instance to guide the parties through a particular research collaboration but I can’t recall ever agreeing to a model agreement that hasn’t been changed in some way. The nature of research contracts is such that every project and deal will have its own nuances, so the need to make bespoke changes should never be underestimated and will always depend on the circumstances.” – Russell Group University

Endorsement

The unique way that the Lambert agreements were derived was expected to give rise to a set of tools that was endorsed by both the research and industrial communities. This aspect was recognised by the survey sample, however in practice many felt that industrial support for the toolkit has been lacking. Indeed, while 64% of the respondents who are aware of Lambert agreed that toolkit is valuable because of this endorsement, only 39% of those from large companies agreed. Several of the companies which were part of the working groups have subsequently not taken up the agreements, and as can be seen from all the attitudinal questions in this chapter, respondents from large companies generally have a much more negative view of the toolkit than the rest of the survey sample. They are also much more likely to view the agreements as biased towards the university, and not reflect commercially acceptable terms. Only 43% of those in large companies feel the agreements represent a fair balance, compared with 73% of the sample who are aware of Lambert. These views are explored in more depth in Chapter 4. The endorsement received from the university sector has been more as their compromise position, rather than their preferred choice.

Despite the “endorsement” from both universities and businesses, this has never been accepted as a valuable rationale or argument for using the Lambert toolkit. If businesses are to endorse the toolkit, they need to use it and accept its use themselves – proposing documents that look radically different seem to make a mockery of their endorsement in practice.” – Russell Group University

Where other template agreements have proved successful and popular, this has sometimes been accompanied by a public positive endorsement, whether this is national as in the case of the Brunswick agreements for inter-university collaboration, or international in the case of the Uniform Biological Material Transfer Agreement. Some form of voluntary public acknowledgement that a particular organisation is willing to base their negotiations on the Lambert agreements and principles would be valuable in reinforcing the message that the agreements will be acceptable, and allow organisations to make decisions about their research partners in the knowledge that they can start negotiations from a known template. To be influential, this acknowledgement should be administered by an independent body, as is the case for the UBMTA.

Case Study - Uniform Biological Materials Transfer Agreement (UBMTA)

In 1995, the US National Institutes of Health led an initiative to develop a standard agreement for the transfer and use of biological materials between US research institutions. The aim was to produce a simple agreement, which could be publicly endorsed by any organisation which agreed to use it. This resulted in the publication of the Uniform Biological Material Transfer Agreement (UBMTA) and a Simple Letter Agreement for the Transfer of Non-Proprietary Biological Material. For institutions that have signed the UBMTA Master Agreement, materials can be transferred under the terms of the UBMTA upon execution of an Implementing Letter for the particular transfer. There is also a version of the UBMTA which can be used between companies and universities.

The Association of University Technology Managers (AUTM) in the US agreed to serve as the repository for the signed UBMTA Master Agreements from those institutions who agree to use the UBMTA for some or all of their exchanges of biological materials. AUTM posts a listing on their website including: the name of the institution, the name and title of the official signatory, and the date the Master Agreement was signed. Although this was a US initiative, the current list of 480 signatories includes institutes from all around the world, including several UK universities and research institutes.

The complete list of signatories can be seen at: http://www.autm.net/Master_UBMTA_Signatories10618.htm
Education

A secondary aim of the toolkit was to close the gap between the more and less “IP-capable” universities. Those who have been involved with research collaboration for 5-10 years, and so were likely to have entered the profession at about the time the toolkit was introduced, have the highest awareness of the toolkit, at 85%.

Figure 3.13 - Rating averages of agreement/disagreement with the statements on a scale of -2 (strongly disagree) to +2 (strongly agree).

There remains a general perception that universities do not have staff with suitable training to successfully negotiate research collaborations, although as might be expected this perception is lower amongst the research organisations themselves. Several respondents commented that this had improved in recent years, and progress appears to be in the right direction. Others commented that the lack of training is also notable in some companies, where negotiation can be delegated to those who do not have the authority to make changes to the deal. It was noticeable that the answer to this question was most polarised between those who have used Lambert (47%) and those who do not (77%), so perhaps in this instance the toolkit has had an effect on making it easier to conclude deals with less experienced individuals.

The main source of training for the survey sample is on-the-job training and mentoring, and just under half of those receiving this type of training were introduced to the Lambert toolkit through this mentoring, reflecting the proportions of organisations (45%) that are using the toolkit. Within the university sector, the PraxisUnico courses (particularly their “Research Contracts” course) are a common source of training, and this course does have a session on model agreements, including Lambert. However, there are limited opportunities for both university and industry negotiators to come together on the same training courses or workshops where they could benefit most from learning about each others perspectives. The provision of more specific training, workshops or advice on how to use the Lambert toolkit would also help to raise awareness of the resource.

Figure 3.14 - What forms of training for those involved in research collaboration negotiations are used by your organisation, or have you received, and which of these makes reference to the Lambert toolkit?

It is important that staff do not simply have administrative training, but gain insight into the commercial concerns of a company, or vice versa into the setup and philosophy of a university. The guidance notes, outline and decision guide can be used as tools to take a partner through the important issues. For some, this is a very important point, with training and insight on both sides seen as more important than the standard agreements themselves. This is particularly true for less experienced negotiators, whilst someone more experienced is likely to be aware of the important issues and of ways to deal with them. In the sample who are aware of Lambert, 72% felt that the toolkit gave a useful insight into the motivations of the other party, particularly within the SME sector (89%) which is likely to be the least experienced in research collaboration and IP issues. The survey sample neither agreed nor disagreed however that this had led through into a greater understanding of the needs of each side, and disagreed that it had led to more realistic expectations for collaborations.

“The issue is not one of different standard terms, but of education and organisational attitude, which are the greatest determinants in negotiations of research contracts” – Lawyer
One respondent described how he uses the decision tree to discuss the main points of a collaborative research project with the principal investigator, to give them an insight into the important issues to be aware of when agreeing the scope of the project with their industry partners. A number of others have used sections of the guidance notes to help them to explain their position on contentious issues. Despite this emphasis on the value of the toolkit as a training tool, only 26% of the survey participants have used the toolkit directly in this way, although most that have done so (over 80%) found that it was useful.

"Where the toolkit is under-appreciated is in its training for technology transfer staff. It gives people a common framework to talk about these kinds of issues, and has sensitised a whole generation of technology transfer professionals – a process which is still going on today." - University

SME involvement

As was discussed in the previous chapter, the toolkit has not been as successful as might have been hoped in reaching the SME sector, and the secondary aim of increasing and helping SME interactions with universities has not been well achieved. 72% of the SME sample still agree that small companies are deterred from collaboration by the costs and time required for negotiation, and only 17% of those who are aware of Lambert believe that it has helped to increase the amount of SME-university collaboration. This appears to be more a problem of awareness, and allied to the more general problem of how universities can increase their engagement with the SME community, as well as lower awareness of IP issues within SMEs, rather than the toolkit being unsuitable for SME needs. As with the main sample, the most common alternatives for SMEs to using the Lambert agreements were either their own agreements, or those suggested by a partner or funder. In this second case, the Lambert agreements could offer a more balanced alternative to the agreements offered by a larger partner.
The use of the toolkit has increased awareness of Lambert (ampere respondents $n=86$). Companies are deterred from collaboration because high costs and time involved in negotiation (ampere respondents $n=12$). Respondents who are aware of Lambert ($n=86$) had higher agreement ratings compared to those who were not aware ($n=1186$). The Lambert approach itself built on pre-existing model agreements, for example, the agreement associated with the LINK funding scheme for collaborative research. Over the years, this type of approach has become commonplace and is now a standard tactic which has been adapted for a number of situations. Some of these have produced standard agreements which are based directly on one or more of the Lambert templates, examples including the miCRA agreement for clinical collaborative research, or the agreements used by the Aerospace Technical Steering Group. Nevertheless, the effect of the toolkit extends beyond these direct results, and has perhaps been more significant in the influence that it has had on the way in which innovative research collaborations are structured and negotiated. It is now standard practice for IP ownership and access arrangements to be agreed up-front as part of any collaboration agreement, whether it is based on the Lambert toolkit or not, and the decision guide approach supports this practice.

Case Study - Digital health technology consortium

uMotif Ltd is a start-up working on mobile solutions to help track and monitor health conditions. Their first product helps patients with Parkinson’s Disease to adhere to their medications and uses cognitive game testing to monitor their progress. The technology is being tested in an SBIR-funded project which is a collaboration between uMotif, who provide the monitoring technology and app development, Cure Parkinson’s Trust who are recruiting the patients, and Birkbeck, University of London, who are running the clinical trial. The university, through UCL Business, introduced uMotif to the Lambert toolkit. Bruce Hellman, CEO, said “Although I was nervous about the IP position going into the negotiations, the university took a pragmatic approach and it was hugely helpful to have a tool to guide us.” The pilot study is nearing completion, and the group are now planning a larger follow-up study in the summer.

Impacts and influence

Overall, therefore, we have found evidence that where it is used, the Lambert toolkit has been successful in achieving its aims of making negotiations faster, cheaper and easier, and in providing useful information, precedents and support to facilitate these negotiations. The agreements have most value as an independent exemplar of a fair and reasonable approach to collaborative research. The extent of this impact has been limited, however, by the lower than expected levels of use of the agreements as a first choice option. Nevertheless, the effect of the toolkit extends beyond these direct results, and has perhaps been more significant in the following areas:

- The process of negotiating, discussing and ratifying the agreements was also beneficial in providing a forum in which both university and industry sides of the collaboration could meet and exchange ideas in a neutral setting that wasn’t linked to a particular deal. This was mentioned as being a valuable part of the process, and is something that has been missing since the last meeting of the Outer Working Group in 2008.

- Another influence of the agreements has been their adoption in the wider context of research collaboration, including business-to-business research consortia. The principles in the consortium agreements in particular lend themselves easily to use in this way.

### Figure 3.17 - Rating averages of agreement/disagreement with the statements on a scale of -2 (strongly disagree) to +2 (strongly agree).

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9 [http://www.nihr.ac.uk/industry/Pages/model_clinical_trials_agreement.aspx](http://www.nihr.ac.uk/industry/Pages/model_clinical_trials_agreement.aspx)
10 [https://connect.innovateuk.org/web/atsp/overview](https://connect.innovateuk.org/web/atsp/overview)
11 [http://www.universitytechnology.com/ScottishUniversityAgreements.aspx](http://www.universitytechnology.com/ScottishUniversityAgreements.aspx)
Scottish Bioenergy is a five year old SME that designs, installs and operates algal photobioreactor systems for carbon capture, wastewater treatment and biochemical production. They are also involved in bioprospecting activities, isolating commercially useful algal and cyanobacterial strains for a variety of bespoke applications. The IP pipeline behind this innovation is very important to the business, and the company funds research with leading universities in the UK and the Republic of Ireland. These collaborations have used the Lambert consortium agreements, and when the time came to put together a business to business consortium, the company turned to these agreements again.

Scottish Bioenergy is now bringing together an exciting new project which will use their algal expertise to develop and produce the raw ingredients for biopharmaceutical products. The consortium contains Scottish Bioenergy, another SME and a larger company. The group is also hoping to bring a distribution company into the consortium in the near future. The contract they are using is based on the Lambert Consortium Agreement D, in which each member of the consortium owns the IP in the results that it creates in the project, and grants each of the other parties a non-exclusive licence to use those results for the purposes of the project only. As the exploitation possibilities of the project become clearer, this allows the group to move ahead with confidence that they are building a strong collective body of IP, and allows them to negotiate a licence or assignment to the IP of another member of the consortium if that is needed for exploitation.

“Our business and academic collaborations are invaluable to the company’s collective knowledge and development of new progressive technology through innovation. We have used the Lambert agreements since the company was formed, and find that they work just as well in a business-to-business consortium as they do for university-business research. The more universal the use of the agreements becomes, the more useful they are to us.” said David van Aalstyn, the founder of Scottish Bioenergy.
Chapter 4: Perceptions and attitudes

- Barriers to negotiation that are cited as still important include valuing IP (for almost 80% of the respondents), organisational bureaucracy in both companies and universities, and lack of skills of the negotiators on both sides (about 75%).

- Although the toolkit can identify workable solutions, the agreements represent a compromise position between university and industry missions and priorities. These issues underpin some of the reasons that the agreements are not always chosen as a starting point.

- IP ownership is one difficult issue, and is closely linked to the development stage of the technology. Publication is another area where there are tensions between the timescales of universities and companies. This is a challenging to negotiate, partly because universities and companies have very different approaches to risk management.

The introduction to the toolkit on the Lambert website explains the philosophy behind their development: “The aim of the model agreements is to maximise innovation. They have not been developed with the aim of maximising the commercial return to the universities; but to encourage university and industry collaboration and the sharing of knowledge. They do not represent an ideal position for any party; depending on the circumstances they are designed to represent a workable and reasonable compromise for both or all parties.” This compromise position lies behind some of the reasons why the toolkit is not always used without modification as a first choice, and these perceptions were explored when the survey examined attitudes to the toolkit, and to research collaboration more widely.

Barriers to negotiation

Some of the attitudes discussed in the previous section were also highlighted when the survey looked at the most important barriers to negotiation of successful research collaborations. The results can be compared with the results from the 2009 AURIL survey, and also the issues identified by Saraga in his 2007 report, which were:

- Overemphasis on IP. It is important that adequate protection is made for Intellectual Property, but we feel that both universities and businesses are guilty on occasions of putting excessive emphasis on ensuring their own ideal outcome from the negotiation in relation to IP, when it is often not even the most important aspect of the research collaboration.

- Unclear messages. There is still a lack of clarity over some important high level messages coming both from Government and public funders. For example, there is confusion as to whether the primary aim of collaborative research should be to generate income for universities or to create benefit for the wider economy; and it is not always clear what public research funders expect to see as an appropriate outcome in relation to IP.

- Need for good practice in negotiating process. We have identified a number of aspects of good practice in the process of negotiations, such as understanding the motivations of the other party and having appropriate escalation procedures. Whilst some of these are commonly recognised practices that are self-evidently sensible, it is clear that they are often not followed (Saraga, 2007).
Figure 4.2 - Which (if any) of the following barriers do you believe are still important in negotiation of collaborative research agreements?

Similar concerns run through all three surveys. In our sample, difficulty in valuing IP was rated as significant or very significant by 79% of the respondents, and other IP issues also rated highly. Organisational bureaucracy within both companies and universities (74%), and the lack of clarity over university policy priorities was not considered so much of an issue as it was in the past, which suggests that some of the issues surrounding the university mission have been resolved, although there is still work to be done here.

Although barriers can always be identified when the focus is on negotiation of a deal, in practice these barriers do not actually prevent the completion of deals where there is a will on both sides to do so. Other research by PACEC has identified that agreement of IP issues was at the bottom of a list of constraints to knowledge exchange interactions between academics and firms, with resource issues and the practical aspects of identifying and interacting with potential partners in the first place much more important in the overall collaboration process.

Culture

When we explored the reasons why different individuals and sectors are using or are not using the agreements, we found that opinion was quite polarised:

- A few are strong advocates for the toolkit, and will always try to use it.
- Many more, particularly in the university sector are well disposed towards it and will use it as a compromise position, but are frustrated that it is not more widely used.
- At the other end of the spectrum are a powerful group of large industry players who have rejected the approach altogether.

Several of those we interviewed from industry had reviewed the agreements and toolkit when they were introduced, decided that their existing approach suited their needs better, and have not really revisited them since. As the providers of funding for the collaborative research, they are in a strong position to impose their own terms and agreements on the collaboration, and most research partners find it easier to work with these agreements and negotiate for the changes they need, than to suggest a different approach altogether. It seems unlikely that the position of many of these large companies would be altered by any updates or changes to the toolkit, and this is also supported by the generally negative attitudes to the toolkit from large companies reported in Chapter 3. However, some large companies are now beginning to use a Lambert-like approach to their initiatives in Open Innovation, as was illustrated by the case study involving AstraZeneca in the previous chapter.

"Negotiating agreements is about getting a shared understanding and agreement on mutual benefits of a collaboration. ... Without this the best toolkit in the world is of limited benefit.”

- University
At the heart of some of the more fundamental objections to the toolkit, and the IP principles behind them are some important issues surrounding the different cultures within universities and industry. These are the key issues where compromises were made in drawing up the model agreements in the first place, and they are the issues which are still raised now as being the reasons why the agreements cannot be an organisation’s first choice agreement unless they are more widely adopted. Alongside the provision of templates which cover standard contract clauses, the Lambert toolkit intended to find workable compromise positions on the key points of negotiation between universities and industry:

- IP ownership and valuation issues
- publication rights
- liabilities, indemnities and warranties

Above these lies what many still perceive as a lack of a clear strategy on the role of universities in these interactions. As publicly funded bodies, with charitable status and associated obligations of public benefit, there are rules surrounding university behaviour which do not always fit with industry commercial needs. Over the years, the emphasis within universities has shifted from a desire to gain an income stream from third stream activities such as patents and licensing, to increasing their role in the innovation culture and maximising interactions with all sectors of industry, to increasing the “impact” of their research by making it widely available and exploited, and now to fulfilling their role in driving economic development through the growth agenda.

"The toolkit needs an explanation of the university’s responsibilities under the Charities Act as a preamble to frame negotiation" – Russell Group University

Closely associated with the issues of charitable status are the issues of Full Economic Costing (FEC), and EU State Aid rules, which can apply when public funding is used to benefit one industry player above others in the sector. The rules are complex, with many exemptions, and whilst the starting model agreement should comply with the rules this can quickly be altered if the terms are altered, for example by providing in-kind rather than financial support, or paying less than FEC for the university research. Development of a common understanding of how the State Aid rules apply to university-industry collaborations would help to align company contributions correctly to IP access rights.

There is a lack of consistency in the application and interpretation of these rules which has led to a number of companies finding that some universities offer a more flexible and pragmatic approach than others. In some instances, this has resulted in a company continuing to work with a particular group of universities to the exclusion of others. Some universities have been accused of “hiding behind” their charitable status, rather than considering the merits of each specific collaboration.

**Issues in IP ownership**

There is a tension in all collaborations between a desire from the university to maximise the exploitation of their research, and a desire from industry to protect their commercial position. We found that IP ownership was still seen as a major cause of disagreement within collaborative research, with 76% of the survey sample agreeing or strongly agreeing with this statement.

**Figure 4.3 - Rating averages of agreement/disagreement with the statements on a scale of -2 (strongly disagree) to +2 (strongly agree).**

Most respondents (74%) felt that the toolkit rightly concentrates on the role of IP in these collaborations. Apart from large companies, the survey sample was neutral on the question of whether the decision guide helps to resolve the IP ownership issues. Indeed, some of the individual cases mentioned suggest that many disagreements arise where the decision guide has not been used to determine which agreement to use, but instead one or both parties automatically choose a particular starting agreement in all circumstances. The guide can be a blunt tool, and sometimes will still not recommend one particular agreement even after answering several questions.
The issue of IP ownership is strongly influenced by the development stage or Technology Readiness Level of the technology. For example, for early stage or more fundamental research, the university partner will be more concerned about retaining the IP rights to enable them to take the research to the market. Conversely, for later stage collaborative research, where the technology is closer to the market, the partners are more concerned about their ability to police and protect the IP.

"There are many valuable areas of research that larger companies are keen to engage in on the basis that the output is valuable but precompetitive and not requiring IP ownership by them. To some extent, this comes down to an issue of trust — does the industry partner 'trust' the university to protect the IP in the same way as they would, or is it too important to their commercial strategy to be outsourced to others? In many cases, this can lead to a discussion with the partners on the best way forward. Then, depending on the outcome of the discussions, the IP ownership arrangement will be decided on a case-by-case basis."

Respondents who are aware of Lambert (n=106)

Rating average

-2 (strongly disagree) to +2 (strongly agree)

-2

-1

0

1

2

Usage rights, rather than ownership of IP, are the important factor. For SMEs building a business on a technology platform, however, the ownership of IP can be essential for them to raise further funding.

IP is not all about ownership. One needs to focus on usage, not ownership, most of the time in these collaborations. The Lambert Toolkit is not about IP ownership but is about maximising the impact of research for the benefit of the public good and the public purse by maximising exploitation of the research.

"IP is not all about ownership. One needs to focus on usage, not ownership, most of the time in these collaborations. The Lambert Toolkit is not about IP ownership but is about maximising the impact of research for the benefit of the public good and the public purse by maximising exploitation of the research."

Respondents who are aware of Lambert (n=106)

Rating average

-2 (strongly disagree) to +2 (strongly agree)
parties to deal with these issues up front. Many, however, find that the approach would not be acceptable for them in terms of commercial risk, particularly if the company is venture backed, and fear that they may be “held to ransom” by their research partner in the future. Under English law, this type of clause is not legally binding, and so most lawyers also advise against its use.

**Publication versus confidentiality**

Publication is the lifeblood of any university, and industry collaborators are well aware that this is an important issue for them. Some industry participants however commented that the timescales for publication set out in the Lambert agreements are not always in line with the timescales needed to secure suitable IP protection for commercially oriented research. The simplistic response to this is to file a patent on the invention, and then allow publication by the academic. However, particularly with early stage research, this may not be the best route as further research or development may be required before the most effective patent application can be constructed. This becomes particularly acute where multiple IP strands are combined into one commercial product. This is another instance where the pressures on an SME, where their main value is tied up in their IP, can be very different from those for a bigger company. Similar concerns also apply to the timescales applied to commercial options to negotiate a licence. For the universities, publication becomes particularly important for PhD students, who need their thesis not just to get their degree, but also their next academic position. If both sides are sensitive to these needs, then creative solutions can be found which allow publication of the academic research without revealing commercially sensitive aspects. Several of the SMEs emphasised that the endorsement they get from academic publications is very valuable to them in building their external credibility.

“Universities are under a duty of care to ensure that postgraduate students are supported and enabled to complete their degree. Embargoing their thesis for long periods is an absolute joke in most cases.” – University

Related to the protection of the commercial route for an industry partner is their concern about potential leakage of company know-how that may come from a true collaboration where both parties are contributing to the research. This becomes less clear when in order to use these rights they are also gaining insight into commercially sensitive tips and tricks. In this case, use for research and teaching may be acceptable when use in other commercial collaborations would not be. This type of distinction can be difficult for a university to cope with, and the issue is becoming more acute as grant funding, particularly in the physical sciences is becoming more and more dependent on the presence of industry partners. Some potential solutions to division of the outputs of this type of collaboration will be discussed in Chapter 5.

**Liabilities, indemnities and warranties**

The clauses relating to liabilities, indemnities and warranties were also raised by both universities and companies as causing problems for both sides of the collaboration. Universities have a very different approach to risk management and will not take on risk of factors outside their control, whilst companies may be able to take more of a risk-reward approach to liabilities, indemnities and warranties. Some of this stems from the charitable status discussed above, and some reflects institutional practices. This can result in considerable frustration where a university feels that industry does not recognise that they operate in a different environment, or where a company feels that the university is demanding commercial-style returns, but is not willing to make commercial-style commitments. Sensitivity to warranties and liabilities is also high for SMEs, and for them reciprocity of these clauses is important – so that they are not being asked to make commitments that the other party is unwilling to give in return.

The issue of academic freedom can also cause complications here, as the relationship between an academic and his university may be contractually quite different from the relationship between a company researcher and his employer. Again this is most likely to become an issue where a university is undertaking a more contract-research style collaboration, but cannot behave in the same way as a contract company would.

If the agreements are updated, it may be worthwhile to review these clauses in the Lambert agreements to ensure that they still reflect general practice, and that the balance between university and commercial interests is a fair reflection of the different activities anticipated by the different style of agreements.

**Influence of industry sector**

The numbers of survey respondents from some individual industry sectors are too small to draw any firm conclusions about the difference between them, but by aggregating the data, some general trends can be seen. These trends support the comments we received that the agreements are more widely used in life sciences and ICT than more “physical” sectors such as aerospace, defence, nuclear, transport, oil & gas or engineering.
56% of the life science and 44% of the ICT participants have used the toolkit, compared with 31% of those in physical science or engineering. We also found that the research organisations reported that the agreements are a little more likely to be helpful (59% and 65% vs 47%) in negotiations with these groups. To some extent, this reflects the different levels of research carried out by these different industry groups. According to the latest data from the Office of National Statistics\(^\text{15}\), the pharmaceutical industry is by far the highest spender on R&D in the UK at £4.9 billion in 2011, followed by computer programming, then motor vehicles and parts, then aerospace, then telecommunications, each spending between £1-2 billion pa.

Collaborative Research between Business and Universities: The Lambert Toolkit 8 Years On

Case Study - GlaxoSmithKline’s use of the Lambert toolkit

GlaxoSmithKline (GSK) has always been a strong supporter of the Lambert toolkit, and was a member of the Inner Working Group which helped to draft the model agreements. GSK was also the industrial partner in the first ever Lambert agreement, signed in March 2003 with the University of Manchester. Up to the end of 2012, GSK has signed 239 different Lambert agreements with universities both in the UK and abroad.

In the UK, GSK has Lambert agreements with 35 different organisations, including all but four of the Russell Group of research intensive universities. For 21 of these organisations, GSK has two or more agreements, in one case having 92 separate agreements with one university. Some agreements have been completed very quickly, with a turnaround of less than 24 hours. Although many of the agreements are for one-off research collaborations, GSK has also used the templates successfully to structure a £6 million, 6 year research framework agreement with the Institute of Ophthalmology.

"The Lambert agreements have saved my team hours of negotiation time" said Malcolm Skingle, Director, Academic Liaison at GSK. "We have also used them successfully with research organisations and universities overseas, where it really helps that they are contained on a "neutral" website at the UK Intellectual Property Office".

GSK has used the Lambert agreements with 32 overseas organisations in 15 countries, mainly in Europe. The knowledge and experience that GSK has with the agreements, combined with their reputation and origin as a negotiated compromise has helped to make these agreements acceptable to a wide range of European institutions.

In other physical sciences and engineering sectors, there are fewer fundamental differences between their approach and that of the Lambert toolkit. For these sectors, wider awareness and education of the issues surrounding research collaboration with universities may increase uptake of the agreements.

Some of the university respondents felt that the agreements were too complicated for use in the creative sector or social science research, where the knowledge and data gained from the research are more important than formal IP. Our sample did not have sufficient representation from these sectors to draw any firm conclusions.
Chapter 5: Issues and applications

- Possible extensions and updates to the existing toolkit have been suggested. For instance, showing how the agreements can be used to assign more flexible IP ownership, exploitation rights and use of the results could make the toolkit more relevant to current collaborative styles.

- More than half the universities and companies that have used Lambert said that a model agreement approach could be usefully extended to other types of collaboration:
  - For Knowledge Transfer Partnerships (KTPs), especially for SMEs that get involved with this scheme as their first interaction with university research.
  - Whilst government is a big funder of research, this type of collaboration is more usually conducted as a procurement exercise, and met with considerable frustration by universities. 75% of the respondents felt that the use of a “Lambert-like” approach would be helpful here.
  - For overseas partners, over 50% of universities and over 40% of companies who have used Lambert found that it was useful even though awareness is currently low. Foreign partners are often receptive when introduced to the agreements, particularly if they are collaborating in research within the UK for the first time when the presence of a standard approach which is acceptable to a large proportion of UK universities is attractive for inward investment.

In the AURIL 2009 survey, 43% felt that aspects of the Lambert toolkit could be improved. In our survey, 30-64% of the participants who gave an answer felt that changes were needed to the toolkit, depending on which part of the toolkit was being considered. Many of the respondents left this question blank, and it is reasonable to assume that if they skipped the question then they did not feel the need for any particular changes. If the “yes” answers are instead calculated as a percentage of all those who were offered the question (yes, no, and blank responses), then the percentage of the survey participants who felt that changes were needed to the toolkit is 10-26%, with the comparable figure in 2009 being 25%. The most common areas suggested for change were to bring the agreements up-to-date, plus improvements to their awareness and uptake. Nearly all the suggestions for changes to the other parts of the toolkit were to reflect the alterations suggested for the agreements.

Flexibility for today’s environment

The most common fundamental change suggested for the agreements was to make them more flexible to reflect the realities of collaborative research today, with roughly a quarter of those who made comments raising this issue. The existing agreements are based mainly around a “service provision” model, with the university doing all the research with different levels of financial and intellectual input from the sponsor. Today, collaborative research is more often a true collaboration, with both sides undertaking research on different aspects of the program, and more sharing of ownership, expertise, risk and reward. The agreements are not designed to cope well with industry in-kind input in the form of know-how, expertise and materials.

“Tried to use the Lambert agreements, but none really fitted; too many options and could not balance the issues. The other side disliked it.” – University
Case Study - Flexible management of research outputs

The University of Oxford and GlaxoSmithKline (GSK) successfully applied for funding from the TSB Stratified Medicine Innovation Platform. Their research project was designed to evaluate a new biomarker in osteoarthritis, to examine whether it could be used to measure the progress of treatment and to predict which patients would benefit most from the treatment. GSK provided their experimental therapeutic for osteoarthritis for the study, and had also developed a biochemical assay. The university provided clinical expertise, and an imaging technique which can evaluate the progress of the disease.

IP management was one of the central features of the research collaboration, and it was important to both parties to ensure that they had access to the IP that they needed to allow them to move forward with their ongoing research, and with development of the therapeutic. The TSB funding competition suggested the use of the Lambert toolkit, and as both parties had worked together previously using the agreements, this was an obvious choice. Although the collaboration only had two parties, they agreed to use the consortium agreements, rather than the one-to-one agreements as a starting point.

"GSK proposed the consortium agreements because we wanted to use some of the features, including the ability to add partners at a later date, and the steering group project management arrangements", explained Caroline Jenkins, Senior Contracts Specialist at the University of Oxford. "Because this gave us a framework that we were comfortable with, it allowed us to focus our negotiations on clauses covering the transfer of materials, and on how to deal with the IP in the project, which turned out to be quite complex." The two parties constructed a series of IP terms, which divided the IP arising from the project into four different fields which could be handled separately. For example, in this project any IP which related to the existing GSK therapeutics or to the use of the biomarker assay alongside those therapeutics would belong to GSK, but any IP relating to development of the biochemical assay system as a diagnostic biomarker of disease would belong to the university. There were also different terms relating to rights to access and use of the IP by the other party, potential revenue sharing, and how to handle IP which was created jointly: "We used a Memorandum of Understanding initially to identify a series of categories of IP which we wanted to handle in different ways, and then identified a consistent terminology using the potential IP arrangements in the different one-to-one Lambert agreements, and slotted them into the overall framework. This allowed us to be very efficient, and to focus our efforts on ensuring that we all had the freedom we needed to continue with both our academic research and GSK’s product development."

The research is now in the second year of the two year project, and promising results are beginning to emerge that should enhance our understanding of the biology of osteoarthritis and enable efficient clinical trial design.

A number of organisations have already adapted the existing model agreements to allow for ownership, exploitation rights and use of the results arising from the collaboration to be divided up in different ways (one company referred to this approach as "Lambert3.1"). Typical ways this may be achieved are by field (a specific business or technological area), by time, or by geography, which are already covered by the Lambert agreements. More flexible still, is the ability to divide the results into different categories depending on the IP that they are based on, or depending

on the type of IP that is being generated. For example, in a collaboration where an engineering company is providing its components to be tested in a proprietary university performance testing system, then the results can be divided into those related to the components themselves and their performance in the tests (which should belong to the company) and those related to improvements to the testing system (which should belong to the university). A simple and flexible scheme to allow for splitting of the inputs and outputs into sponsor and university-dominated IP would make the agreements more applicable in these situations. Some of the consortium agreements already consider this type of arrangement, and it would be relatively simple to incorporate this approach into the one-to-one agreements as well, and potentially to extend both of these to include a revenue share template.

Many of the survey participants commented that the current agreements are too inflexible and do not cover all the nuances of each potential collaborative situation. By trying too hard to be a “one size fits all” solution, they do not adequately address any one situation. This results in the situation discussed earlier in the report where many will use the templates as a good starting point, but recognise the need to negotiate each case on its own merits. Conversely, some see that the existence of the model can lead to one party becoming entrenched in a particular position and unable to consider alternative approaches. A more flexible approach might go some way to allaying these concerns and increase the acceptability of the toolkit, although it is clearly moving away from the original intention for the agreements. All of this is the concern that if the agreements are seen as providing the “correct” answer, then less experienced collaborators may inadvertently sign up to terms without considering the implications for their particular situation.

"The danger with the Lambert approach is that the agreements are seen as inflexible, non-negotiable, and the only “right” answers rather than a starting point with flexibility to address each specific collaborative situation. They are not a panacea for every situation.” – Large Company

It is interesting to contrast the approach taken with the Lambert toolkit and the approach being used by the University-Industry Demonstration Partnership (UIDP) whose purpose is to enhance the value of collaborative partnerships between university and industry in the United States. This initiative, established in 2002, is supported by the Government-University-Industry Research Roundtable (GUIRR) and its overall aims are closely aligned to those of the Lambert toolkit. Its inaugural project was to tackle the significant issues affecting university-industry sponsored research agreements through a series of Contract Accords, which are now available. Many of the international companies who are members of UIDP are also the same companies sponsoring research at UK universities. The UIDP Contract Accords are not well known in the UK, and only one survey participant has used them.
Case Study - UIDP Contract Accords

In collaborative research agreements, there are commonly recognised areas that typically require additional time for resolution. The UIDP Contract Accords address each of these areas, with the aim of providing practical guidance and detailed reference material that helps both parties understand typical issues, address them and thereby collaborate more effectively. Each Accord has been developed by a working group with representation from both academia and industry.

Each document gives a brief introduction to the specific issue and the purpose of the clauses, then considers the principles, and gives typical ways in which they can be handled or solutions for particular situations. They do not include specific legal clauses, but instead can be used to discuss the potential options for a particular topic which may then feed through into a Heads of Terms.

An initial set of five Contract Accords was published in August 2009 and five more were released in July 2012. The UIDP views them as living documents, updating the initial versions as needed and also developing additional Contract Accords. They have also run educational webinars which explain each accord in detail and are considering adapting them into a wiki-type reference bank.

Completed Contract Accords
- 0 Preface
- 1 Statement of Work
- 2 Indemnification
- 3 Publications
- 4 Other Research Results
- 5 Background Intellectual Property
- 6 Foreground Intellectual Property
- 7 Export Control
- 8 Copyrights and Software
- 9 Confidential Disclosure Agreements
- 10 Material Transfer Agreements

Contract Accords Under Development
- 11 Conflict of Interest
- 12 Specialised Services/Testing Agreements
- 13 Budgeting
- 14 Data Use Agreements
- 15 Gifts

Updating

Unlike some other sources of precedents which are regularly reviewed, the Lambert agreements have not been refreshed or updated since their introduction in 2005 and relaunch in 2008. There are some specific areas of law and clauses which may need to be updated or clarified to bring them in line with modern legal practice. Some of those which were mentioned by the interviewees are:

New or updated laws and practices:
- Anti-bribery and corruption provisions
- Import and export controls
- Freedom of Information
- Data protection
- Statutory health and safety standards

University concerns:
- Clear and specific explanation of the charitable status constraints
- Clear and specific explanation of the State Aid rules and constraints
- Open access requirements for government funding
- Fraud

Practical issues:
- Reference to Scottish versions of legislation
- Realistic way to deal with retention of confidential data
- Counterparts clause
- Definition of Background is wider than IP, which does not work with the clauses relating to licensing of “Background” rights

Other more general points were how to deal with common industry-specific clauses which may be required. Examples would include additional security provisions, export controls and confidentiality requirements for defence collaborations, or clauses relating to stem cells or the use of human tissues in pharmaceutical collaborations, or provisions for Open Source or Creative Commons approaches in software collaborations. It would be cumbersome to include all the options in the standard agreements, but there could be some additional sector-specific documents which give common clauses which can be added in to the agreements for different industries. By covering a range of industries, this could help to balance the external perception that the agreements are biased towards the Life sciences.
Extensions

A Heads of Terms document which sets out the principles of the collaboration before entering into legal drafting and discussion of specific agreements is widely used by our sample in many different types of negotiation and seen as very useful, but is not explicitly included within the toolkit. The outline documents combined with the decision guide do a similar job, but as was seen in Chapter 2, these parts of the toolkit are not as widely used, which may be because they are not recognised as being equivalent to a Heads of Terms.

Other potential extensions suggested for the agreements would be to include a format for amending agreements when new parties join or leave, or for changes to the funding and project time, a simpler and shorter format for straightforward collaborations and a template for subcontractors under the agreements.

Creative use of modern technology

We also heard that the potential of modern IT technology to enhance the Lambert website could make the toolkit more accessible. At a simple level, automatic updating of clause numbering and cross-references would be helpful. At the moment, you can download a model agreement from the website with embedded hyperlinks to a web version of the relevant sections of the guidance notes. This could now be implemented to show the document directly on the website, with pop-up help boxes that give the relevant guidance. Similarly, the web-based decision guide was felt to be dated, with tick boxes bringing up instructions to move on to specific sections. This could be made much more automatic and appealing.

More ambitiously, technology was proposed as a way of encouraging partners to take the Heads of Terms approach, perhaps by allowing both parties to input their thoughts into an interactive outline and decision tree which would automatically produce a draft Heads of Terms document for further discussion and refinement.

Modern social networks can be used to build a community around the Lambert toolkit using resources such as LinkedIn and Twitter, which would also help to build awareness.

Other applications

The suggestions discussed above all relate to updates or extensions to the existing toolkit, but the survey also looked at other areas that might benefit from a model agreement approach. The three areas that gained most interest were Knowledge Transfer Partnerships (KTPs), university collaborative research with government, and for international collaborations. In each case, about 54% of the sample who have used Lambert felt that a model agreement approach could be usefully extended to these types of collaboration. This would not necessarily mean applying or adapting the Lambert agreements directly, and these options will be discussed in more detail below.

![Figure 5.2 - Are there other situations where a “Lambert-like” approach and model agreements would be useful?](image)

There was also a similar level of support for a common approach to strategic framework partnerships, but balancing this was a strong feeling that these partnerships are all very different and so much less amenable to a standard template approach. They will also be large, long-term, expensive relationships which will naturally get a lot of internal attention on both sides so it is less important for these agreements to be completed quickly, cheaply and easily. In terms of priorities, framework partnerships would rank lower down the list.
Knowledge Transfer Partnerships

On the other hand, KTPs are a fairly standardised type of university-industry interaction, where the government sponsor could have an influence on the type of agreement that is used. As reported in Figure 5.2, 54% of the respondents who have used Lambert felt that a “Lambert-like” approach would be useful for KTPs, and another 13% felt that the existing Lambert agreements are already suitable for this. We have identified examples where a Lambert agreement has been successfully adapted for use as a KTP contract, but awareness of the toolkit amongst KTP managers seems to be much lower than within our overall survey sample (see the case study on IP in KTPs for details). There are also some specific features of the structure and terminology of this type of interaction which mean that a bespoke KTP standard agreement, with associated guidance notes and outline could be more appropriate.

As with the Lambert agreements, it would be important that any standard approach gets buy-in from both the university and industry sides, and that it is well publicised and promoted to encourage its adoption as the preferred agreement for this scheme.

Case Study - Managing intellectual property in Knowledge Transfer Partnerships

At the last KTP Managers’ National Conference, held in Hertfordshire in November 2012, one workshop examined some of the issues surrounding the management of IP in KTPs. After an introduction to IP and how it relates to KTPs, the presenters took a short survey of those present. Of the 32 KTP practitioners at the workshop, only 38% were aware of the Lambert toolkit, and only 30% of those who were aware had used the agreements. In most cases this was through using slightly modified versions of the agreements.

Susan Suttle, KTP manager at Liverpool John Moores University was a joint presenter at the workshop. “We were surprised that awareness of the Lambert toolkit was so low amongst the group”, she commented. “But the response from the participants once they were introduced to the Lambert approach was really positive, and we found that the decision tree and the research outline were particularly helpful to give a holistic picture of the issues involved with IP in research collaborations. Several people commented that this knowledge would give them more confidence in negotiations, and that wider availability of further workshops on how to use the toolkit would be very welcome.”

At Liverpool John Moores, the university has recently introduced a standard contract agreement for all their KTPs. This template was based on Lambert 4, and has been adapted to reflect the terminology and structure of the KTP scheme. This has simplified their procedures significantly, by bringing together all the financial, personnel, IP, delivery and research program requirements into one document. In the majority of cases, the IP terms in Lambert 4 give the company partner the access to arising IP which they need, whilst allowing the academic the freedom to continue in their research. In other cases, where the university has pre-existing IP, they have used the decision tree approach to identify more suitable IP arrangements which can then be negotiated and agreed with the partner company.

The TSB do not provide a standard format agreement for KTPs, and the KTP portal refers to the Lambert website as a source of useful agreements and information. It is a condition of TSB funding that an IP agreement is put in place before the KTP Associate begins work. Certain universities run a large number of KTP projects, and will typically also have their own standard agreements already and the administrative support needed to process them. For universities that only do occasional KTPs, however, the bureaucratic requirements can be demanding and time-consuming. A standard model agreement approach would also be very helpful to the many SMEs that get involved with this scheme as their first interaction with university research, and therefore are new both to KTPs and to university-industry collaboration.

Government

This survey has looked at the role of government in relation to the Lambert agreements from a number of different angles. As the host of the Lambert website, and commissioner of this research, the Intellectual Property Office (an Executive Agency of the Department for Business and Skills) clearly has an important role to play, and the results of this research will be considered by the IPO in future policy development. A number of government research institutes have also responded to the survey. These Public Sector Research Establishments (PSREs) form part of the wider research community, and have been analysed alongside the university sector for the purposes of this report.

Government as a funder

The role of funders in recommending and promoting the use of particular agreements has been highlighted earlier in this report. The two main bodies which fund collaborative research in England are Research Councils UK (RCUK) and the Technology Strategy Board (TSB). The Devolved Authorities also have various funding mechanisms for their specific territories.
Figure 5.3 - Rating averages of agreement/disagreement with the statements on a scale of -2 (strongly disagree) to +2 (strongly agree).

There was general disagreement in the survey (70% disagreed) with the suggestion that the toolkit or agreements should be made mandatory if the research uses public funding. This was particularly evident amongst large companies, where 88% strongly disagreed. This was seen as a retrograde step, and would erode the competitive advantage in terms of flexibility which the UK has over the US for example, where there are statutory terms and agreements which must be used with certain funding sources. Nevertheless, several respondents felt that more could be done by the funders, for example to promote the use of the toolkit and its IP ownership provisions as their recommended starting point for negotiations.

"The models need to be backed up by government policies and awareness programmes to promote the strategic benefits of collaborative research and the operational processes." – University

At the moment, both TSB and RCUK have links to the Lambert website, but these are not very prominent, and are provided more for information than as a recommendation of what to use. The research councils have a set of joint grant funding conditions published by RCUK\(^1\), which include some general principles to ensure that the results of their sponsored research are used to the benefit of society and the economy. As a default position, ownership of any IP arising from the research rests with the organisation which generates it, but the responsibility for how this IP is best protected, managed and exploited is delegated to the universities themselves.

The Medical Research Council (MRC) is one research council which goes further in placing explicit conditions on university-industrial collaborations which include MRC support. The MRC Industry Collaboration Agreement\(^2\) (MICA) is a simple system which is a required part of the application process for any research proposal for MRC funding involving a collaboration with one or more industrial partners (contributing either in cash or in kind). The scheme allows for different IP ownership provisions, depending on the level of industrial contribution, and requires that a collaboration agreement is put in place for which it recommends, but does not mandate, the Lambert agreements (or the mICRA agreements for clinical research) as a starting point.

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\(^1\) http://www.rcuk.ac.uk/documents/documents/tcfec.pdf

\(^2\) http://www.mrc.ac.uk/Fundingopportunities/Grants/MICA/Specification/index.htm
Table 5.1 Expenditure on R&D performed in the UK in each sector using funding provided by UK Government in 2011.

<table>
<thead>
<tr>
<th>Sector carrying out the work</th>
<th>£ million</th>
</tr>
</thead>
<tbody>
<tr>
<td>Government</td>
<td>977</td>
</tr>
<tr>
<td>Research Councils</td>
<td>86</td>
</tr>
<tr>
<td>Higher Education</td>
<td>406</td>
</tr>
<tr>
<td>Business Enterprise</td>
<td>1,001</td>
</tr>
<tr>
<td>Private Non-Profit</td>
<td>68</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>3,138</strong></td>
</tr>
</tbody>
</table>

The Department of Health is a big funder of research, as are several other departments, such as the Department for Environment, Food and Rural Affairs (Defra), the Department of Energy and Climate Change (DECC) and the Department of Transport (DoT). The Ministry of Defence (MoD) also commissions a large amount of collaborative research, most often by the Defence Science & Technology Laboratory (Dstl). Traditionally, this has been mostly through large companies who will project manage the research rather than directly with universities or SMEs, but this may be changing.

Figure 5.4 - Please rank the usefulness of the toolkit and agreements for the following negotiations. Left hand side shows company responses, right hand side shows research organisation responses.

We found considerable frustration amongst the universities who were recipients of this type of funding, which is approached by the government departments as a procurement exercise, rather than as collaborative research. Government was the group where the Lambert agreements were seen as least helpful with only 41% of respondents finding them useful, and government rarely offers the use of a Lambert agreement. Where it does so this is in the context of providing innovation funding to others, rather than where it is commissioning research for its own use. Similarly, it may be positive about others using the agreements when funded by its schemes, but will be very inflexible about using its own standard procurement contracts if it is commissioning research. This dual attitude to the agreements can be confusing and unhelpful.

“...The agreements are great but when even UK government departments will not use them, we cannot possibly expect independent companies to!” – University

As was reported in Figure 5.2 above, 54% of those who are aware of Lambert felt that the use of a “Lambert-like” approach would be helpful for university research collaborations with government, and a further 21% felt that the existing Lambert agreements are already suitable for this. 24% also felt that the existing agreements would be suitable for business research collaborations with government, and many of the issues that universities face when working with government are also faced by the SME sector. Government has already acknowledged that it can be hard for smaller companies to access government departments, or for the public sector to discover businesses with the most innovative products and ideas, and is continuing to introduce schemes to address this. For example, the Small Business Research Initiative (SBRI) matches business ideas to government challenges through a simplified procurement process.

Invariably, when research falls into the standard government procurement system, this means it must comply with government procurement rules which have a number of consequences. Firstly, it requires the use of long and complicated procurement agreements which are designed for the purchase of commercial goods and services, rather than unpredictable research. One respondent reported the use of a 98 page document for a PhD student research project. These agreements are extremely rigid and inflexible, and no negotiation is possible. This is compounded by procurement being carried out by staff who do not have the authority to make any changes, or contracted out altogether. The principles that have been drawn out elsewhere in the report of approaching collaborative research by coming to mutual agreement on the principles that will be used are not applicable here, and this leads to high transaction costs in the universities. In some cases, these documents will require that any IP arising from the research is owned by the commissioning government department, but without any internal structure to support this or to ensure the exploitation of this IP.

“Consistency across government departments, and acceptance by them of the issues that are important to universities in these negotiations would be very helpful.” – Russell Group University

The MoD generally uses the DEFCON 705 or DEFCON 703 procurement contracts for their collaborative research. These have been agreed with industry bodies, and include standard provisions relating to IP ownership, based on the principles that background IP should remain with its original owner, and the IP coming out of the research should go to whoever is best placed to exploit it (usually industry). MoD’s concern is to be able to use the IP, and they will usually not take ownership except in specific circumstances relating to national security.
example. However, these contracts do also allow for significant MoD access to pre-existing IP owned by the researchers, to enable MoD to use the results of the collaboration. Although these contracts may offer a more balanced approach to IP ownership in some respects, nevertheless they are still non-negotiable.

**Case Study - Centre for Science and Policy (CSaP) Global Uncertainties Conference**

In 2012, the Centre for Science and Policy (CSaP) at the University of Cambridge hosted Dr Tristram Riley-Smith in a year-long Fellowship which aimed to improve the engagement between government National Security challenges and academic research. One of the issues identified in his work concerned guidelines for IP, where he identified:

- Lack of transparency and consistency in how IP is handled by the government, different approaches
- Confusion between collaboration and procurement
- Academic pressures to own and commercialise vs government need to obtain “value” from public funding
- Implications of ownership decisions
- Different approaches by different universities

At the CSaP Global Uncertainties conference, held in December 2012, these issues were examined in a session which covered “Intellectual Property Rights and Pull-Through: Turning Research into Capabilities”. A group of about 40 influential National Security (NS) stakeholders from government and academia reviewed the work-streams from the Fellowship. Some of the key points raised in the discussions were:

- Lack of awareness and education on IP on both government and academic sides
- Fundamental issues about whether NS IP should be commercialised at all, and if so, how to balance the interests of national prosperity against national security
- The criticality of retaining royalty-free government rights to use the outcomes of the research that they sponsor
- Procurement rules can get in the way of effective collaboration and discussion of IP issues
- Government ownership of IP can be a barrier to effective commercialisation in both NS and parallel exploitation routes
- A framework like the Lambert toolkit could provide a useful structure to bring clarity to some of these discussions at the beginning of collaborative NS research projects

The other aspect of taking a procurement approach to research is that standard government contracts include a number of terms designed to protect the department from risk, particularly around liabilities and indemnities. These are not appropriate for use with a university, but cannot be removed or adjusted, and can result in a university signing up to terms that under other circumstances it would be prohibited from agreeing due to its charitable status, and government given mission to the public good.

The agreed compromises contained in the Lambert principles and agreements, particularly where they relate to IP ownership and exploitation, and to liabilities, indemnities and warranties may be more appropriate for government sponsored research than a straightforward procurement approach.

**International use**

The Lambert toolkit was drawn up with the intention of helping with collaborations between UK universities and UK companies, and the agreements all use English law as their basis. However, they can also be used to aid the negotiation of agreements between UK universities and foreign companies, or UK companies and foreign universities. As seen in Figure 5.4 above, 41% of company respondents and 54% of university respondents who have used Lambert found that it was useful for agreements with partners from overseas. From Figure 5.2 above, 53% of those who have used Lambert agreed that a “Lambert-like” approach to international collaborations would be helpful, although only 7% felt that the agreements could be used in their current form for this purpose, which is surprising given the more positive response to the question about their usefulness in this situation.

Overseas companies and universities, even where they have UK-based affiliates, seem to be unaware of the Lambert agreements and toolkit, and do not propose its use to their UK research partners. If they are introduced by the UK party, however, the response is often positive or neutral, particularly if they are collaborating in research with the UK for the first time. The advantages of doing business under a deal which is independent and represents a negotiated compromise is attractive, and the deals are recognised as being a fair and reasonable position. The presence of a standard approach, which is broadly acceptable to a large proportion of UK universities, should be seen as a positive benefit by multinational companies commissioning research in the UK. This benefit is two-fold: firstly by setting expectations up-front that a reasonable position will be taken on key issues, and secondly by avoiding the need for the company to start from scratch in negotiations with a new UK university partner. These advantages could be used to support the efforts of organisations such as UKTI and the Foreign Office, as well as the universities themselves when encouraging inward investment to the UK. This needs to be handled carefully, however, to prevent “leakage” of the IP generated from UK government supported research into foreign ownership without appropriate return to the UK economy.

“We operate in an international environment and Lambert is not understood outside the UK.”

- SME
At the moment, there is no guidance about when or how to use Lambert internationally. Translation of the contracts can solve the issue of language, but does not address the more fundamental issues of incorporating local law and culture, in particular attitudes to aspects such as dispute resolution. There are some current initiatives within IPO which are investigating whether the agreements can be adapted rather than just translated to suit local conditions in countries such as India and South Korea.

Case Study - Japanese collaboration

The Department of Pharmaceutical, Chemical & Environmental Sciences at the University of Greenwich has a practical focus, with expertise on various formulation and drug delivery systems. Following a successful collaboration with a French company, Greenwich was introduced by them to a Japanese pharmaceutical company which was interested in their research into hot melt extrusion. This technique can produce tablets with a number of advantages, including improved solubility, taste masking and tablets which dissolve in the mouth.

The university suggested an appropriate Lambert agreement for the collaboration, under which the sponsor owns the IP and the university has rights to use the research for non-commercial purposes. The Japanese company was not aware of the toolkit beforehand, but were happy to consider it. Apart from some changes to jurisdiction, and some minor adjustments to ensure that the university and company have the research and commercial freedom they needed for the future, the negotiations went very smoothly.

“I think that this is because the Japanese company recognised that the agreement offered a fair and reasonable approach” said Dr Paul Williams, Commercialisation Manager at the University of Greenwich. “I try to use the Lambert agreements whenever I can, and find that proposing them as a starting point can speed up the sign off process significantly.”

The collaborative program with the company is now in the early stages of a 3-year research programme.

The European approach to collaboration tends to follow similar principles to the Lambert toolkit, so it can be easier to use the Lambert agreements here. However, the Lambert agreements do not consider cross-border issues which may arise when collaborating with European partners from other countries. The existence of EU funding agreements, such as DESCA, also makes the negotiation of collaboration agreements within Europe relatively straightforward.

Most of the survey respondents were more concerned about improving the toolkit for use in the UK, rather than extending it internationally. Where specific areas were mentioned, the fast developing nations with different cultural outlooks, such as China, India, Brazil, South Korea and Taiwan were of particular interest for collaborative work.

Lambert has already had significant and continuing influence abroad in the technology transfer and knowledge exchange communities. The European Commission has adapted the Lambert approach to both standard agreements and a decision tree methodology for its own purposes.

The European Committee de la Recherche Scientifique & Technique (CREST) which advised the European Council produced an interactive toolkit, closely based on the Lambert decision guide, which guided the user through a decision process and raised a set of strategic questions to consider when planning and negotiating collaborative research projects across European country borders. Although this is no longer supported, the resource is still available on the Europa archive website[20]. The DESCA model agreements used for EU FP7 funded projects also use the Lambert standard agreement approach, and were developed using a process based on the Lambert working groups, using a stakeholder driven process with equal representation from the public and private sectors. This approach is continuing, and we understand that the Commission is investigating the possibility of extending the decision tree approach into a web-based platform for drafting a tailor-made research collaboration template for publicly funded research projects under the Horizon 2020 EU Framework Programme for Research and Innovation.

The Lambert toolkit and agreements have similarly inspired the development of comparable approaches in a number of other countries, including Denmark[21], Ireland and Portugal. Other countries, such as Germany, and industry groups such as the Europe-wide digital technology industry group EICTA, or EUCAR, the European Council for Automotive R&D or the AeroSpace and Defence Industries Association of Europe, have also produced standard agreement approaches for collaborative research, although these have been reported to be more strongly biased towards industry interests than the Lambert toolkit[22]. There have also been recent initiatives in France to investigate the use of a Lambert-style approach to collaborative research. Despite these influences, the Lambert toolkit itself remains relatively unknown outside the UK. Even in this UK-based survey, only 32% of the respondents with headquarters outside the UK were aware of the Lambert agreements, and for overseas respondents our sample is likely to be very biased towards those who have either heard of Lambert, or who are actually based in the UK but have overseas headquarters.

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Chapter 6: Conclusions

The innovation landscape in the UK looks very different today compared with when the Lambert toolkit was conceived. New patterns of industrial research and development are now more open to external inputs through an “Open Innovation” model, which brings in the best research wherever it originates, whether internal or external, from the UK or abroad. This trend is continuing as economic pressures force businesses to focus on their core areas of strength. It is widely recognised that well-managed research collaborations between public and private organisations can bring benefits to both sides. Collaboration can enable the development of new products and services and better innovation, all important contributors to economic growth.

Effective management of IP is an important part of the collaboration and knowledge exchange process, and new ways of protecting IP and facilitating value creation, particularly in the context of Open Innovation, require simple and effective ways of forming relationships. The negotiation of collaborative research agreements between universities and businesses remains contentious, and will probably always continue to be so. This is because balance points can be hard to find, especially on IP ownership and valuation issues, on publication rights and on liability, indemnity and warranty clauses.

This research shows that the Lambert toolkit has had a positive influence on some innovative research partnerships between UK universities and businesses. There could be ways to develop these foundations through better communication of the best use of the existing tools, targeting them at the organisations that need them the most with endorsement of their benefit in different situations. We found that the Lambert toolkit can provide effective support not just where both parties already use it, but especially if one partner has no standard agreements, or is new to collaborative research, or if the partners have not collaborated before. This can apply across the range of partnerships, but SMEs are the most likely to be unaware of the toolkit, to have no agreements of their own, and to be less experienced in IP management and in research collaboration. The research also suggests that there could be potential in extending the approach to other areas, for example in Knowledge Transfer Partnerships, Government sponsored university research, and with overseas companies.

Appendix 1: Methodology

The research work underpinning this report was carried out over the period October 2012 – March 2013, and was overseen by a Steering Group which contained representatives from IP Pragmatics, IPO, AURIL, CBI, PraxisUnico and TSB.

There are two key strands to the evidence base used to support this report. The first was an online survey (see Appendix 2 for details) which was widely publicised by IP Pragmatics and the IPO, as well as through our Steering Group Partners and other interested groups. We took the decision to allow more than one survey respondent per organisation. This is because although there may be a common organisational approach, contract negotiation is a very personal activity and we found that different people within the same organisation could have quite different views and experiences.

The second strand of evidence was a series of in-depth interviews and case studies, based on the online survey, and carried out in person or by telephone with individuals from the key sectors involved. The participants were selected to represent different types of research organisation, companies of different sizes and industry sectors, IP and legal professionals, and other relevant stakeholders. Four members of the original Inner Working Group were interviewed, as were representatives from a number of the groups involved with the Outer Working Group and associated discussions.

This was supplemented by informal discussions with many more individuals at meetings and conferences throughout the research period.

The in-depth interviews were carried out with:
- 7 Russell Group universities (research intensive)
- 5 Other universities
- 4 Government research organisations
- 8 Large and multinational companies (pharmaceutical, aerospace, performance chemicals, oil & gas, ICT, engineering)
- 12 SME companies (biotechnology, medical devices, mechanical engineering, nuclear, engineering research, transport, electronics, thin film coatings)
- 5 IP and legal professionals
- 7 Other stakeholders (Research Councils, TSB, Government, AURIL, PraxisUnico)

In all, survey responses were collected from 256 participants, of which 186 (73%) finished the survey. Just over half the survey participants (52%) came from the research community, with nearly 40% from industry both large and small, and 5% from the IP or legal profession. The full breakdown is shown in the chart below.
The industry respondents were well spread across the most relevant sectors, with the highest representation from life sciences, services, ICT and aerospace. The numbers of respondents in some sector categories were too small, however, to draw many general conclusions comparing responses across sectors.

Geographically, the vast majority of the responses came from England, which is to be expected as that is where most of the advertising was focused. Other input came from Scotland, Wales, Northern Ireland, Republic of Ireland, USA, Germany, Netherlands, Belgium, India, Japan, Austria, Canada, China, Philippines, Sweden and Switzerland.

We also received responses from those with a good cross-section of experience in negotiation of research collaborations, with the greatest contribution from those with extensive experience, and therefore good insights into the issues and impacts of the Lambert toolkit.
Evaluation challenges

There are some inherent challenges in attempting a retrospective evaluation of an intervention like this. Some of the key issues we have faced are:

- Defining the baseline, which was not measured at the time the toolkit was introduced
- Lack of specific, publicly stated aims for the toolkit
- No specific performance indicators were defined at the time, and no measurement of the status quo
- Shifting baseline – can we disentangle effects of the toolkit from wider shifts in the landscape
- Incomplete metrics for IP deal making and KE targets
- No systematic follow up of activities, outputs and outcomes
- Variable responses to different survey questions leading to variable sample sizes
- Lower than expected use of the agreements themselves, leading to small data sets of actual experience in their performance

Where possible we have used proxy measurements and inference from the available evidence to counteract these issues. We have also used attitudinal questions to measure the strength of opinion in our survey sample. We found that the effects of the agreements on time or cost taken to do a deal could not be accurately quantified retrospectively, because the data are not routinely collected, and because these factors are strongly influenced by the nature of each collaboration as well as by the type of agreement and approach that is used. We also found it impossible to draw accurate comparisons between “users” and “non-users” of the toolkit, because the majority of those who have used the toolkit do not use it for all their negotiations, but only in specific circumstances.

Changing landscape of knowledge transfer

Probably the most difficult aspect is the impossibility of disentangling any effects and impacts of the toolkit from the significant wider changes in the Knowledge Exchange landscape of the UK over recent years. Some of the most important changes have been:

- The aim of collaborations shifting from “Technology Transfer” to “Knowledge Exchange”
- Open Innovation
- Multinational collaboration, and an increased willingness to source the best research from abroad
- HEIF and the rise of the Impact Agenda amongst funders
- Shift towards framework agreements and larger longer term relationships
- Easy Access IP
- KT 2.0
- Formation of the National Centre for Universities and Businesses (NCUB) by The Council for Industry and Higher Education (CIHE)
- Other government programs, reports and initiatives
- Global recession from 2009/10 onwards

Against this backdrop, the impact of the Lambert toolkit may be influential, but it is just one small cog in a much bigger machine that establishes and drives a successful research collaboration.
Appendix 2: Survey question areas

![Diagram of survey question areas]

Figure 8.1 - Question areas covered by the online survey and in-depth interviews.

The online survey and the in-depth interviews both covered the same question areas, and used the same questions, with the self-administered online version consisting of a slightly cut-down set of the questions used for the in-depth interviews. The topics covered are shown in Table 8.1 on the other page.

<table>
<thead>
<tr>
<th>Awareness &amp; Involvement</th>
<th>Use</th>
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<td>Administration</td>
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<td>o Organization category, size, location, length of TT experience, etc</td>
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<tr>
<td>Involvement</td>
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<td>o Inner/Outer Working Groups</td>
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<td>o Original and Relaunch</td>
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<td>o Personal and Institutional</td>
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<tr>
<td>Awareness</td>
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<td>o Individual parts of the toolkit</td>
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<th>Suitability, Legal issues</th>
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<tr>
<td>o Cost, Simplification, Time, Resources, Quality of partnership, Quality of contract</td>
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<tr>
<td>Reliable/reputable/endorsed</td>
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<tr>
<td>Suitability for the inexperienced</td>
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<tr>
<td>Is IP still really a barrier?</td>
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<tr>
<td>Effects of the process</td>
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<td>Training</td>
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<tr>
<td>Use and alternative approaches abroad</td>
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<td>Basis for other agreements</td>
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<td>Situations where they don’t fit</td>
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<td>Relevance to today’s University – Business interactions</td>
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<td>Changes in relevant law since 2005?</td>
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<td>Collaboration with government?</td>
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<td>Business to business collaboration?</td>
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<tr>
<td>Other suggestions?</td>
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</table>

Table 8.1 Details of the question areas included in the online survey and in-depth interviews.
ランバート・ツールキット検証報告書
抄訳

第1章：イントロダクション
ランバート・ツールキットが作成されるに至った経緯等の説明のため省略。

第2章：認知度と採用
（本章の冒頭まで）（15頁）
・ランバート・ツールキットは研究およびイノベーション・コミュニティにおいて広く浸透している。調査対象となった大学及び研究機関のコミュニティでは、80％、50％以上の企業がランバート・ツールキットを認知していた。調査によると、中小企業は、認知の程度が低いようであった。

・ランバート方式について認識している70％近くの大学は、様々な活動を支援するためにツールキットの一部を使用することができるが、合意書を修正せずに使用したのは3％にとどまるとした。私たちは、金額ベースで国際における産学連携研究の10又は15％がランバート類似の合意書に基づいていると推定する。

・これは、部分的には認知度が低いこと、部分的には合意書に最も適したのは産学連携のうちの少数派に関連すること、部分的には、実践において第一候補としてではなく、当事者が常に合意書を使用することに合意できない場合には、妥協案として提示されることによる。ランバート・ツールキットが第一候補として提示される場合は、研究機関からであることが多い。

・大企業は、自身の合意書を使用することを強く希望するが、研究機関から提案された場合には、ランバートを使用することに合意しない。調査対象の中小企業の40％は産学連携のための標準的な取引型を全く有していない。

「認知度」（15頁以下）
・調査回答者の3分の2が既にランバート契約書あるいはランバート・ツールキットについて認知していた。認知度は大学（81％）の方が企業（53％）よりも多く、第2ないし第4行目）。

図表2.1 本調査開始前、ランバート契約書及び又はランバート・ツールキットについて認知していなかったか？
「ウェブサイト閲覧回数」（16頁以下）
・Research Collaboration Agreementは年間1500回、Consortium Agreementは年間1050回閲覧されている。
・合意書は第1回平均4回から第5回閲覧されている、2010年に英国知的財産庁のウェブサイトに移管されて以来、閲覧回数は少しずつ増加している。（16頁下段落1ないし第4行目）

図表2.2 2008年から2012年にかけてのランバート・ツールキットの閲覧数（17頁）
「大学・対・企業」（17頁以下）
・88%の大学が、ランバート・ツールキットの認知度が「高い」か「中程度」と回答しているのに対し、中小企業では認知度は91%が「低い」と回答している。（17頁下段落）

図表2.3 あなたが交流のある団体内でランバート・ツールキットの認知度はどの程度であると評価しますか？
「認知度の向上」（19頁）
図表2.4 ランバート・モデル契約書についてどのように知りましたか？
（注：左から「知的財産庁のウェブサイト」「以前のウェブサイト」「知的財産庁の宣伝」「業務団体」「宣伝や記事」「セミナー」「第三者からの紹介」「取引相手」「ウェブサイト」）
ツールキットの認知された主な方法は、第三者からの紹介20%）、業務団体（18%）、ウェブサイト（14%）であった。（19頁1行目ないし第2行目）

「採用」（20頁以下）
・ランバート・ツールキットを全部又は一部利用したのは、調査対象全体の45%以下にとどまった。しかし、ランバート・ツールキットを既に認知していた回答者は、69%が少なくとも一部を使用していた（20頁1ないし第4行目）。

図表2.5 あなたはランバート契約書（個別条項を含む）又はツールキットの他の構成要素（アウトライアン、ディビジョン・ツリー、ガイダンス・ノート）を利用したことがありますか？
・ランバート・ツールキットは当初、そのままで使用されることを想定していただものの、実際に修正等で使用されているのは35%にとどまる。調査回答者の35%がランバート合意書あるいはランバート類似の合意書を既に認知しようと試みるが、55%は相手方から提示されて初めて使用している。（21頁下段）

・大学や企業の多くは、合意書のもの型を有している。自身のひと型で合意できない場合の第2候補あるいは妥協案としてランバート・ツールキットを使用している。（22頁下段落）

図表2.6 これからのうえ、あなたがランバート契約書を利用する方法を最も正しく表しているのはどれですか？
（左から「最初希望」「相手方が提示した場合」「特定の状況下で」「使用しない）
・ランバート・ツールキットを認知している回答者の51%は修正されたランバート・
モデル契約書を使用し、さらに9%が特定の条項を使用している（23頁1行目ないし4行目）。

図表2.7 あなたの社内/学内の契約書はランバート契約書に基づいていますか？
（横軸：左から「ラッセル・グループ大学」「その他大学」「他の調査に基づく」「中小企業」「大企業」「知的財産関係者／法律家」
縦軸：黒、緑、青、赤、緑、青、赤、緑、青、赤、緑、青、赤、緑、青、赤、緑、青、赤、緑、青、赤、緑、青、赤
色・「いいえ、知らない」、緑・「いいえ、簡単です」、青・「いいえ、簡単にない」、赤・「いいえ、簡単ではありません」）

・ランバート契約書をそのまま利用するよりもランバートを認識している調査対象者の51%はランバート・ツールキットを修正したものか、同様の基本原理に従う。さらに9%は、調査の状況でランバート・ツールキットを使用する。ランバート・ツールキットの影響は、ひな型をそのまま使用する場合より広範囲にわたっている（23頁2段落）。

・調査対象の中小企業の40%近く、共同研究のための契約で全体の五分の一を占めていなかった。したがって、これは独自の契約書を作成する時間と費用を節約する好機を提供する。しかし、他方で、大企業は、自社のひな型を利用した場合持っている可能性が高く、この場合「大企業は独自の契約書を使用すること好む」という産学双方のコメントが示されている（24頁1段落）。

「ランバート・ツールキットはどれだけ使用されているか？」（24頁）

・ランバート・モデル契約書は産学連携の業務のうち、適合的なのは少数であった（25頁）。
・ランバート・ツールキットが適していると考えられる業務の割合0%から10%という回答が最も多く、11%から25%が平均値であった。
・実際ランバート・ツールキットを使用した業務の収入/支出の割合は0から10%（平均値5%）であった。（以上、25頁1段落）

図表2.9 あなたの企業研究組織の支出/収入の割合のうち、ランバート・ツールキットによるアプローチが適用的なほどどの程度と考え、実際にランバート契約書又はアプローチを利用する割合はどの程度ですか？

数値
横軸：水色：適合
縦軸：水色：適合

・他方で、ランバート・ツールキットを完全に採用し、業務の75%で使用しているグレープも存在する（ラッセル・グループに所属している大学1校、他の大学2校、中小企業1社、多国籍企業1社）
・2012年から2013年にかけて行なわれた1000以上の取引合計16億ボンドのうちわずか50程度、1500万ボンド分がランバート・モデル契約書を使用していた。その理由は、取引相手が独自に作成した契約書ひな型を使っていることによる。
・これよ、英国の共同研究の15%から15%がランバート類似の合意書によっていると推計できる（26頁1段落大学部分）。

・大学の75%程度は、大企業、中小企業との取引でランバート契約書の役に立つと述べている。したがって、ランバート契約書は、採用された場合には有用であるが、採用が推奨される頻度がそれほど高くない。また提案するのは、ほぼ大学側である。（26頁2段落大学部分）

図表2.10 ツールキットと契約書の契約交渉での有用性をランク付けしてください。
（図示左側から「ラッセル・グループ大学」「その他大学」「NHS（公的研究機関）」「政府」「海外」「中小企業」「大企業」「政府」「海外」）
赤：適用されない 緑：有用ではない 緑：かなり有用 水色：最も有用
「どの合意書が使用されているか？」（27頁）

・全ての契約オプションが使用されており、ランバート契約書を使用したことのある者のうち約60%以上がランバート契約書、B、C、Dを使用している一方でランバート契約書GとDの利用が最も少ない。
・ランバート契約書1と3からランバート契約書2と4への移行が見られる。（以上、27頁ないし28頁）

図表2.11 その契約書を利用したことがありますか（あてはまるものを全て選択）？
図表2.12 どのResearch Collaboration Agreementを最も頻繁に使用しますか？
・Consortium Agreementについては2013年にはAとDが多く使用されている（29頁）。
図表2.13 どのConsortium Agreementを最も頻繁に使用しますか？
・附属文書は合意書自体よりも使用頻度をはるかに上回るガジュマルノートの使用頻度が高い。
・ツールキットは必ずしも全体として使用されるのではなく、異なる部分が異なる活動を支援するために使用されている（31頁大学部分）。
図表2.14 その附属文書を利用しましたか？
訳注：左から「Collaborationアウトライプ」「ディジョン・ツリー」「Collaborationのガジュマルノート」「Consortiumアウトライプ」「他の非ランバート契約書」
「代替手段」（32頁）
・ランバート契約書が使用されない場合には、組織の独自の契約書を使用する（76%）か、相手方から提供される契約書を使用する（56%）。（31頁1ないし3行目大学部分）
図表2.15 共同研究にあたってどの契約書を使用しますか？
（訳注：左から「独自の契約書を使用する」「他のモデル契約を使用する」「相手方の契約書を使用する」「ランバート契約書を使用する予定である」）
図表 2.16 ランバート契約書とツールキットを使用するにあたって問題はありますか？
(例: 専門家を満たす要件、「複雑である」、「相手方が拒否した」「特定の条件が受け入れがたい」「組織が使用不能」「その他）
・他のモデル契約で利用されているのは TBS 標準モデルツールキット、EU が資金提供をしているプロジェクトについては DESCA 合意書である。（33 頁 1 ないし 3 行目）

第 3 章：到達点と影響
（本文の冒頭まとめ）

・最近、産学連携は盛り上がりを見せている。調査した大学と企業の 50%以上が、同様の産学連携を戦略的関係性の構築、欧州との共同プロジェクトを行なっている。

・ランバート・ツールキットを使用している者の 80%は、契約作成プロセスを簡略化し、有用な情報と前例を提供する。と述べている。調査回答者の 70%からは、内容が中立的であると認識されている。また、調査回答者の 60%超が、時間と交渉のコストを節約し、と回答した。

・ランバート・ツールキットは、しっかりとした交渉の士手となり、交渉ポイントを解消するための条項の提供源となり、公平で合理的なアプローチの模範例となる。

・ランバート・ツールキットは、両当事者がすでにランバート・ツールキットを使用しているか、一方の当事者が標準的なモデル契約を有していないか、あるいは産学連携に新規に参入したか、又は両当事者が過去に連携したことがない場合に最も有用である。

・ツールキットを研修資料として使用する団体は、特に相手方の動機について知見を得るため、あるいは自身の立場を補強するために有用であるととらえている。

・しかし、ツールキットに対する企業側の支持は不足している。大企業は、ランバート・ツールキットの各条項が、大学において掛かる、とされている可能性は高く、ツールキットの潜在的な可能性に対してより否定的な見方をしている。中小企業は、交渉のために必要となる費用と時間に消費的になっている。

（本文抜粋）

図表 3.1 英国の大学が得た研究成果は委託研究収入総額
（注: 委託が委託研究、水色が共同研究である。）

図表 3.2
「時間・費用・努力」（39 頁以下）

・調査対象のうち、62％が「時間の節約」に「強く賛成」或いは「賛成」と回答し、63％が「費用の節約」に「強く賛成」或いは「賛成」と回答した。

図表 3.5 あなたが、ランバート・ツールキットを使用し、又は使用しない場合に行なった平均的・最短・最長の交渉期間はどれほどですか？
（注: 下段は「平均的」、「最短」、「最長」、上段はそれぞれ「左からランバート・ツールキットを使用した場合」「使用しなかった場合」である。図表 3.5 同様に左から「平均的」「最短」「最長」、上段はそれぞれ「左からランバート・ツールキットを使用した場合」「使用しなかった場合」に分かれている。上段のグラフは業者が「5日以内」、表の「1から5日間」、業者が「5日未満」で、下段のグラフは業者が「5000 インチ以上」、表の「200ポイント未満」を示す（44 頁 1 乃至 6 行目）

・調査対象全体のうち、70％は契約交渉が非常に長期にわたり、かつ費用がかからと認識している。しかし、この意見に「賛成」と回答したのは、ランバート契約書を認知している業者が 65％、ランバート契約書を認知していない業者 80% と多いが、ランバート契約書を知らないことが交渉の時間と費用に良い影響を与えていることを示唆する（44 頁 1 乃至 6 行目）

・調査対象のうち、37％はランバート契約書の導入によって産学連携を行う能力が向上したと考えている（44 頁下から3行目太字部分）。

「交渉の改善」（46 頁以下）

・調査対象のうち 79％が契約書を作成するプロセスを簡略化すると言問している（46 頁下段太字部分）。

「ベスト・プラクティス」（47 頁以下）

・ランバート・モデル契約書を認識している者の 80％はランバート・ツールキットが有用な情報や例を提供すると回答している（48 頁 1 行目ないし 2 行目太字部分）。

72%が、契約書が独立性・中立性を有しているとの評価に賛成であると回答している（48 頁 6 ないし 7 行目太字部分）。
本条記載（本文抜粋）

（参考文献）

・ランパート・ワールドキープ・ネットワーク・アセットズとの提携は、すでに報じた通り、本報の主な目的の一つです。これらの人脈を活用することにより、より広範な視点から取組みを検討することができ、実践的な成果を上げることに役立ちます。
批判を招いたりしている（63頁第3段落）。

「知的財産の所有に関する課題」（64頁以下）

・現在でも知的財産の所有が大きな課題として認識されており、調査サンプルの76％が知的財産の所有が課題であるとの意見に強く賛成または賛同している（64頁第1段落2ないし4行目）。

・多くの回答者（74％）は、ラシパート・ツールキットは知的財産の問題に正しく焦点を当いていると回答している（64頁第2段落1ないし2行目）。

・Decision Guideが知的財産の所有について解決するかとの問いに対しては、否定的な意見の大企業を除いては中立的な回答であった。個別の事例もこれを使用せずに全ての場合で特定の合意書を提示した結果、意見の対立を招いていると推測される（64頁第2行目以下）。

・知的財産の所有は、当該科学技術の発展段階又は技術成長度レベルに強く影響される。例えば、技術開発の初期段階では、大学系、他の研究や別の分野に適用するため知的財産を留保したいと考え、企業もこれを容認するように、製品化段階の段階では、企業が、快知的財産の確保と保護を求める傾向がある（64頁第1段落5行目以下、1行目）。

・多くの場合、信頼関係の問題に帰着する（64頁第2段落第1行目抜粋）。

・知的財産の所有と知的財産の効果利用を混同している事例が多く見られる。知的財産の所有よりもも知的財産の利用が重要な要素である（64頁第3段落3ないし4行目）。

・企業が、資本の獲得の難しい場合にも、知的財産の所有を主張する場合もあるとの意見に、大学系で多くの回答者の70％が「強く賛成」又は「賛成」と回答している（65頁第2段落2ないし4行目）。

・いまと同様の課題は知的財産の価値であり、回答者の73％、大学系の65％でさえ、大学が知的財産を過大評価していると回答している（65頁第2段落5ないし7行目）。

「公表 v s 秘密性」（67頁以下）

・研究成果の公表は大学の生命線であることは、企業側も認識している。しかし、一部の企業は、ラシパート・モデル契約書において設定されている公表のタイム・スケジュールが、商業化に向けた研究で発生する知的財産の確保に必要タイム・スケジュールと一致していないと指摘している（67頁第1段落2ないし5行目）。

・例えば、研究の初期段階で特許を出願することは、その後の研究によって特許戦略上最善でないことが多い。逆に研究成果を早期に公開することは、博士課程の学生にとって重要である。双方が相互のニーズに敏感であれば、ビジネス上重要な点を開示せずに研究成果を発表するなどクリエイティブな解決策が見出されることになる（67頁第1段落抜粋）。

「責任、免責、保証」（68頁以下）

・大学は、リスクマネジメントに対して、大きく異なるアプローチを取っており、このトロリーである要素以外のリスクはとらないのに対し、企業は、責任、免責、保証に対して、リスク・管理アプローチをとっている（68頁2ないし5行目）。

「企業部門の影響」（68頁以下）

・契約書は、航空工学や衛生産業、原子力、輸送、石油及びガス又はエネルギーイングなどの分野より、ライフサイエンスやICTにおいてより広く使われている（68頁下から3行目以下）。

・ライフサイエンスの調査者の56％、ICTの調査者の44％がツールキットを使用したことがあるのに比べ、物質科学やエネルギーイングで合意書を使用したのは31％に留まる。研究機関からの回答によれば、ラシパート・ツールキットはこれらの分野と交渉する場合には、特に立つ可能性が高まるという回答している（ライフサイエンス：59％、ICT：65％、物質科学やエネルギーイング：47％）（69頁1ないし4行目）。

・同様に、ラシパート・モデル契約書はライフサイエンスやICTセクターに示されなかった場合にはより肯定的な反応が期待でき、石油、ガス、鉱業、輸送セクター及び航空工学セクターからの否定的な反応の確率が高かった（70頁1ないし4行目）。

第5章：課題と適用

(冒頭まとめ)

・既存のツールキットの延長や改造は提案されている。例えば、知的財産の所有、利用権をより柔軟にできか及び結果の利用を実現するために、合意書をどう利用するかを示すことで、現在の産学連携の方式より連携性があるものになる。

・ラシパートを使用した大学や企業の半数以上、モデル合意書というアプローチは他の産学連携の種類に拡大することができると回答している。

・知識移転パートナーシップ（KTP）を、このスキームが大学研究機能との初めの連携である場合、政策が研究の当立の出発点で、このタイプの産学連携は調達活動として行われており、大学から相応の成果を持つ受託を受け止めている。75％の大学は、「ラシパート類似の」アプローチが有用であると回答している。

・外国の連携相手の場合、ラシパートを使用した50％以上の大学と40％以上の企業が、現在、認知度は低いにも関わらず、有用であると回答した。外国の連携相手、特に英国内で初めて産学連携を行なう場合には、しばしば合意書を受け入れる。英国内の大学にとって受入れ可能な標準的なアプローチは、英国内への投資にとって魅力的である。

(本文抜粋)
調査回答のうち、ランパート・ツールキットに改善が必要であると回答したのは、10%から28%である（73頁太字部分）。

最も多くみられたのは、合意書をアップ・デートにすることに加え、認知度と採用を改善することであった（73頁太字部分）。

表5.1ツールキットをどこか改善する必要はありませんか？
（注：左から「条約の改訂」「条約の追加」「他の変更」「アウトライン文書」「ディジョン・ツリー」「ガイダンス・ノート」「認知度と採用件数」 黒線が「意見なし」緑線が「いいえ」水色が「はい」）

「今日の状況に対する柔軟性」（74頁以下）

改善要望で最も多かったのは、現在の産学連携に適応するように合意書を柔軟にするということであった。

既存の合意書は、企業から数段階のレベルの経済的、知的支援を行い、大学がほぼ全ての研究活動を行うというモデルであった。

しかし、現在の産学連携は、真の意味での共同研究であり、双方がプログラムを違う観点からの研究を行い、知的財産の有効化、専門知識、リスクと報酬を共有している。

（以上、74頁下段落）

これらの状況の下では、スポンサーと大学との間で、インプットとアウトプットの分配を行うための簡単で柔軟なスキームがより適当である（76頁6ないし8行目太字部分）。

「アップデート」（78頁以下太字部分）

現代の法律と実務に即するために改正すべき条項は以下のとおりである。

新規又は改正法

・勝取権限及び報奨防止法規
・輸出入管理
・情報の自由
・データ保護
・健康と安全の成文規定

大学の懸念

・慈善的性質に基づく制限の明確で具体的な説明
・国家援助ルールと制限の明確で具体的な説明
・政府資金へのオープン・アクセスの要件
・許税

実際的な課題

・コストストラント法への言及
・機密情報の保管に関する現実的な対応
・削本条項
・「バックグラウンド」の定義は知的財産よりも広く、「バックグラウンド」の権利の利用許諾を規定する条項では適合しない。

「現代技術の創造的な利用」（79頁以下）

現在のIT技術のポテンシャルがランパート・ツールキットをより利用可能にするとの意見があった。（79頁1行目ないし2行目）

「他の産学連携関係への適用」（80頁以下）

・知識移転パートナーシップ」、官学連携の共同研究、国際的な連携にモデル合意書のアプローチを適用するとの関心が大きなかった。それぞれの面において、ランパート・ツールキットを使用したことのある回答者のうち、54%はモデル合意書アプローチがこれらの分野にも適用可能であると回答した（80頁3ないし6行目）。

「知識移転パートナーシップ」（81頁以下）

・ランパート・ツールキットを使用した回答者の54%は「ランパート類似」のアプローチがKTPに有用であり、13%が既存のランパート・モデル契約書がこれに適していると回答している（80頁3ないし5行目）。

「政府」（82頁以下）

・資金提供者としての政府

公的資金が提供される場合には、ランパート・ツールキットやランパート・モデル契約書を基に利用すべきと考える提案には回答者の70%が反対した。これは大企業で特に顕著であり、88%が強く反対した（83頁1ないし4行目）。

「共同研究者としての政府」

・政府回答者がランパート・モデル契約書が有用であると回答したのは41%に留まり、政府はランパート・モデル契約書を導入することには差である（85頁なし66頁2行目）。

・調査回答者のうち、ランパート・モデル契約書を認識していた者の54%が政府との共同研究においても「ランパート類似」のアプローチが有用であると回答し、21%は既存のランパート・モデル契約書より有用であると回答している（86頁第2段落1ないし4行目）。

「国際的な利用」（88頁以下）

・ランパート・モデル契約書を使用した企業回答者のうち41%，大学回答者のうち54%が海外の連携相手との合意に有用であると回答した。88頁第1段落太字部分

・外国人の企業や大学は、英国に本拠をおく関連会社を有している場合でも、ランパート・モデル契約書やランパート・ツールキットを認識していないようであり、英国の
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;

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

Scenario - The Institution owns the Results and grants the Collaborator a non-exclusive licence to use the Results.
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 while they remain in force, the Data Protection Act 1998, the European Data Protection Directive, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive, the Privacy and Electronic Communications (EC Directive) Regulations 2003, once it comes into force the European General Data Protection Regulation, and 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 the Information Commissioner or other relevant data protection or 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;
1. The headings in this Agreement are for ease of reference only; they do not affect its construction or interpretation.

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, and the conditions of, 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 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 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-license 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-license) to use the Intellectual Property Rights in the Results for any purpose [within the Field] in the Territory.

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 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 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;

6.3 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:

6.4.1 [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.]
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 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 warranty in clause 7.1 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 clause 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;

7.5.2 any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity, whether direct or indirect, even, in each case, 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 [Einset 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.

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 for 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 referee 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 right to Publish in accordance with clause 5; and

9.5.2 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 reimburse 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, and will be deemed to be received on the corresponding day set out in the right hand column:

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

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

**For the Institution:**
Name: 
Address:

**For the Collaborator:**
Name: 
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 the 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:

Name
Position
Signature

[Signed for and on behalf of the Collaborator:

Name
Position
Signature

[Read and understood by the Principal Investigator:

Signature
Date]

Read and understood by the Collaborator's Supervisor:

Signature
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 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. (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 (the Data Processor) Processes any Personal Data on behalf of the other Party (the Data Controller), the provisions of this Schedule will apply.

1. The Party which carries out the Processing will be the Data Processor and the Party which determines the purpose of the Processing will be the Data Controller in relation to that Personal Data and the Data Processor will:

1.1 Process that Personal Data in accordance with the Data Protection Legislation, affording to Data Subjects such rights and protections as they would have were their Personal Data being Processed by the Data Controller;

1.2 Process that Personal Data only in accordance with the Data Controller's instructions from time to time and only for the purpose of carrying out the Project;

1.3 take such technical and organisational measures as may be appropriate to ensure the security of that Personal Data and the reliability of its employees, staff, officers and agents who may have access to, or be involved in, the Processing of that Personal Data. Without prejudice to the generality of the foregoing, it will keep that Personal Data secure from any unauthorised or accidental use, access, disclosure, damage, loss or destruction;

1.4 give the Data Controller such information and assistance as the Data Controller reasonably requires in order to enable the Data Controller to meet its obligations to Data Subjects, in particular complying with Data Subjects' requests for access to, information about, and the rectification of their Personal Data;

1.5 notify the Data Controller immediately should it receive any request or enquiry from any Data Subject in relation to the Personal Data being Processed for the Data Controller, give the Data Controller such assistance in dealing with that request or enquiry as the Data Processor may reasonably request, and not respond to any such request or enquiry without first obtaining the Data Controller's written consent;

1.6 notify the Data Controller immediately of any actual or suspected breach of security which involves that Personal Data or breach of this paragraph 1; and

1.7 not transfer that Personal Data outside the European Economic Area [to a territory which does not protect the rights and freedoms of Data Subjects] without first obtaining the Data Controller’s written consent.

2. The Data Processor will allow the Data Controller at all reasonable times to inspect and review the steps being taken by the Data Processor to comply with paragraph 1 above, and will give the Data Controller any assistance which the Data Controller reasonably requires with that inspection and review.

3. All expressions used in paragraph 1, 2, 4, 5 or 6 beginning with a capital letter (and not defined elsewhere in this Agreement) have the meaning given to them in the Data Protection Legislation.

4. The Parties will agree to any reasonable amendment to this Schedule to bring it into line with any amendment to or re-enactment of any Data Protection Legislation, in particular to reflect any European General Data Protection Regulation introduced after the date of this Agreement, or to allow each of the Parties to comply with any requirement or recommendation of the Information Commissioner or any other data protection or supervisory authority in relation to the Processing of Personal Data.

5. Paragraphs 1 – 4 above (both paragraphs inclusive) will continue in full force and effect for so long as the Data Processor Processes any Personal Data on behalf of the Data Controller, notwithstanding the termination of this Agreement or the completion of the Project.

6. The Data Processor will indemnify the Data Controller and keep the Data Controller 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 the Data Processor of this Schedule.

OR

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

1. Each of the Parties will be a Data Controller in relation to those Personal Data and it will comply with the following in relation to any Personal Data which it Processes in connection with the Project. It will:

1.1 Process that Personal Data in accordance with the Data Protection Act 1998, affording to Data Subjects such rights and protections as they have under the Data Protection Act;

1.2 Process that Personal Data only for the purpose of carrying out the Project;

1.3 take such technical and organisational measures as may be appropriate to ensure the security of that Personal Data and the reliability of its employees, staff, officers and agents who may have access to, or be involved in, the Processing of that Personal Data. Without prejudice to the generality of the foregoing, it will keep that Personal Data secure from any unauthorised or accidental use, access, disclosure, damage, loss or destruction;

1.4 give the other Party such information and assistance as it reasonably requires in order to enable the other Party to meet its obligations to Data Subjects, in particular complying with Data Subjects' requests for access to, information about, and the rectification of their Personal Data;

1.5 notify the other party immediately should it receive any request or enquiry from any Data Subject in relation to the Personal Data being Processed for the Data Processor, give the other party such assistance in dealing with that request or enquiry as the Data Processor may reasonably request, and not respond to any such request or enquiry without first obtaining the Data Processor's written consent;

1.6 notify the other Party immediately of any actual or suspected breach of security which involves that Personal Data or breach of this paragraph 1; and

1.7 not transfer that Personal Data outside the European Economic Area [to a territory which does not protect the rights and freedoms of Data Subjects] without first obtaining the Data Processor's written consent.
1.7 not transfer that Personal Data outside the European Economic Area [to a territory which does not protect the rights and freedoms of Data Subjects] without first obtaining the other party’s written consent.

2. Each Party will allow the other Party at all reasonable times to inspect and review the steps being taken by it to comply with paragraph 1 above, and will give the other Party any assistance which it reasonably requires with that inspection and review.

3. All expressions in paragraph 1, 2, 4, 5 or 6 beginning with a capital letter (and not defined elsewhere in this Agreement) have the meaning given to them in the Data Protection Legislation.

4. The parties will agree to any reasonable amendment to this Schedule to bring it into line with any amendment to or re-enactment of any Data Protection Legislation, in particular to reflect the European General Data Protection Regulation introduced after the date of this Agreement, or to allow each of the Parties to comply with any requirement or recommendation of the Information Commissioner or any other data protection or supervisory authority in relation to the Processing of Personal Data.

5. Paragraphs 1 – 4 above (both paragraphs inclusive) will continue in full force and effect for so long as a Party is a Data Controller or shares any Personal Data with the other Party, notwithstanding the termination of this Agreement or the completion of the Project.

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**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]
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.

2. 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 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** while they remain in force, the Data Protection Act 1998, the European Data Protection Directive, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive, the Privacy and Electronic Communications (EC Directive) Regulations 2003, once it comes into force the European General Data Protection Regulation, and 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 the Information Commissioner or other relevant data protection or 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 request 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.

2.15 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
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 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 may, subject to the Institution’s obligations in clause 4.7.4, 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 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, 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-license 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-license) 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 grant the Collaborator an exclusive licence (with the right to sub-license) to use certain of the Results (the Licence). [The Licence may be granted 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 grant of the Licence. [The Licence will include, without limitation, terms based on the provisions of Schedule 8.] If the Parties are unable to agree the terms of the Licence 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 the grant of any licence 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.

6.5 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, nor use for any purpose except as expressly permitted by this Agreement, any of the other Party’s Confidential Information.

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 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 warranty in clause 7.1 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

7.3.5 give the Indemnifying Party all reasonable assistance (at the Indemnifying Party 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 clause 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, in each case, 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; or
7.8.3 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.

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 the 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.

9.4 [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 reimburse the Institution for all costs and expenses which the Institution has incurred or agreed to incur and which the Institution is unable to cancel.

9.8 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:

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

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

<table>
<thead>
<tr>
<th>For the Institution:</th>
<th>For the Collaborator:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Name:</td>
</tr>
<tr>
<td>Address:</td>
<td>Address:</td>
</tr>
</tbody>
</table>

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: [Signature]
Signed for and on behalf of the Collaborator: [Signature]
SCHEDULE 1

The Financial Contribution

[Read and understood by the Principal Investigator:

[Signature]

[Date]

Read and understood by the Collaborator's Supervisor:

[Signature]

[Date]
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 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. (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 (the Data Processor) Processes any Personal Data on behalf of the other Party (the Data Controller), the provisions of this Schedule will apply.

1. The Party which carries out the Processing will be the Data Processor and the Party which determines the purpose of the Processing will be the Data Controller in relation to that Personal Data and the Data Processor will:

1.1 Process that Personal Data in accordance with the Data Protection Legislation, affording to Data Subjects such rights and protections as they would have were their Personal Data being Processed by the Data Controller;

1.2 Process that Personal Data only in accordance with the Data Controller’s instructions from time to time and only for the purpose of carrying out the Project;

1.3 take such technical and organisational measures as may be appropriate to ensure the security of that Personal Data and the reliability of its employees, staff, officers and agents who may have access to, or be involved in, the Processing of that Personal Data. Without prejudice to the generality of the foregoing, it will keep that Personal Data secure from any unauthorised or accidental use, access, disclosure, damage, loss or destruction;

1.4 give the Data Controller such information and assistance as the Data Controller reasonably requires in order to enable the Data Controller to meet its obligations to Data Subjects, in particular complying with Data Subjects’ requests for access to, information about, and the rectification of their Personal Data;

1.5 notify the Data Controller immediately should it receive any request or enquiry from any Data Subject in relation to the Personal Data being Processed for the Data Controller, give the Data Controller such assistance in dealing with that request or enquiry as the Data Controller may reasonably request, and not respond to any such request or enquiry without first obtaining the Data Controller’s written consent;

1.6 notify the Data Controller immediately of any actual or suspected breach of security which involves that Personal Data or breach of this paragraph 1; and

1.7 not transfer that Personal Data outside the European Economic Area [to a territory which does not protect the rights and freedoms of Data Subjects] without first obtaining the Data Controller’s written consent.

2. The Data Processor will allow the Data Controller at all reasonable times to inspect and review the steps being taken by the Data Processor to comply with paragraph 1 above, and will give the Data Controller any assistance which the Data Controller reasonably requires with that inspection and review.

3. All expressions used in paragraph 1, 2, 4, 5 or 6 beginning with a capital letter (and not defined elsewhere in this Agreement) have the meaning given to them in the Data Protection Legislation.

4. The Parties will agree to any reasonable amendment to this Schedule to bring it into line with any amendment to or re-enactment of any Data Protection Legislation, in particular to reflect any European General Data Protection Regulation introduced after the date of this Agreement, or to allow each of the Parties to comply with any requirement or recommendation of the Information Commissioner or any other data protection or supervisory authority in relation to the Processing of Personal Data.

5. Paragraphs 1 - 4 above (both paragraphs inclusive) will continue in full force and effect for so long as the Data Processor Processes any Personal Data on behalf of the Data Controller, notwithstanding the termination of this Agreement or the completion of the Project.

6. The Data Processor will indemnify the Data Controller and keep the Data Controller 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 the Data Processor of this Schedule.

OR

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

1. Each of the Parties will be a Data Controller in relation to those Personal Data and it will comply with the following in relation to any Personal Data which it Processes in connection with the Project. It will:

1.1 Process that Personal Data in accordance with the Data Protection Act 1998, affording to Data Subjects such rights and protections as they have under the Data Protection Act;

1.2 Process that Personal Data only for the purpose of carrying out the Project;

1.3 take such technical and organisational measures as may be appropriate to ensure the security of that Personal Data and the reliability of its employees, staff, officers and agents who may have access to, or be involved in, the Processing of that Personal Data. Without prejudice to the generality of the foregoing, it will keep that Personal Data secure from any unauthorised or accidental use, access, disclosure, damage, loss or destruction;

1.4 give the other Party such information and assistance as it reasonably requires in order to enable the other Party to meet its obligations to Data Subjects, in particular complying with Data Subjects’ requests for access to, information about, and the rectification of their Personal Data;

1.5 notify the other Party immediately should it receive any request or enquiry from any Data Subject in relation to the Personal Data being Processed for the purpose of the Project, give the other Party such assistance in dealing with that request or enquiry as it may reasonably request;

1.6 notify the other Party immediately of any actual or suspected breach of security which involves that Personal Data or breach of this paragraph 1; and
1.7 Not transfer that Personal Data outside the European Economic Area [to a territory which does not protect the rights and freedoms of Data Subjects] without first obtaining the other party’s written consent.

2. Each Party will allow the other Party at all reasonable times to inspect and review the steps being taken by it to comply with paragraph 1 above, and will give the other Party any assistance which it reasonably requires with that inspection and review.

3. All expressions in paragraph 1, 2, 4, 5 or 6 beginning with a capital letter (and not defined elsewhere in this Agreement) have the meaning given to them in the Data Protection Legislation.

4. The parties will agree to any reasonable amendment to this Schedule to bring it into line with any amendment to or re-enactment of any Data Protection Legislation, in particular to reflect the European General Data Protection Regulation introduced after the date of this Agreement, or to allow each of the Parties to comply with any requirement or recommendation of the Information Commissioner or any other data protection or supervisory authority in relation to the Processing of Personal Data.

5. Paragraphs 1 - 4 above (both paragraphs inclusive) will continue in full force and effect for so long as a Party is a Data Controller or shares any Personal Data with the other Party, notwithstanding the termination of this Agreement or the completion of the Project.

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**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:
   
   1.12 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;
   
   1.13 Not use forced labour in any form (prison, indentured, bonded or otherwise);
   
   1.14 Not require its employees to lodge papers or deposits on starting work;
   
   1.15 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;
   
   1.16 Provide access to clean water, food, and emergency healthcare to its employees in the event of accidents or incidents in the workplace;
   
   1.17 Not discriminate against any employee on any ground (including race, religion, disability or gender);
   
   1.18 Not engage in or support the use of corporal punishment, mental, physical, sexual or verbal abuse;
   
   1.19 Not use cruel or abusive disciplinary practices in the workplace;
   
   1.20 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;
   
   1.21 Comply with the laws on working hours and employment rights in the countries in which it operates; and
   
   1.22 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.

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**Part 2 - Anti-Slavery**

Each Party will, in connection with the Project:
10. 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;

11. 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;

12. have and maintain its own policies and procedures to ensure compliance with paragraphs 1 and 2 above;

13. follow and enforce the policies and procedures referred to in paragraph 3 above;

14. 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;

15. promptly report to the other Party any breach of this section of this Schedule of which it becomes aware;

16. provide such evidence of compliance with this section of this Schedule as the other Party may reasonably request from time to time;

17. 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

18. 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]
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.

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.

3. 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: any 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;

Data Protection Legislation while they remain in force, the Data Protection Act 1998, the European Data Protection Directive, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive, the Privacy and Electronic Communications (EC Directive) Regulations 2003, once it comes into force the European General Data Protection Regulation, and 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 the Information Commissioner or other relevant data protection or supervisory authority;

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;

Field: [insert business area];

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

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

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;

Good Data Management Practices: the practices and procedures set out in Schedule 4;

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;

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;

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

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;

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

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

Project Period: the period described in clause 2.1;

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];

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 information security policies and procedures.

2.6 [The Institution] OR [Each of the Parties] will provide [the Collaborator] with [monthly][annual] OR [quarterly] reports summarising the progress of the Project and a copy of all of the Results.

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.
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].

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.

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.

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.

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.

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].

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 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-license 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-license) 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 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 the 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 or any of the Results. 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 that information 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
7.3.5 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.

9.5 [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 8.1, 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 reimburse the Institution for all costs and expenses which the Institution has incurred or agreed to incur and which the Institution is unable to cancel.

9.9 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 the 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:

Method of service Deemed day of receipt

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:

For the Institution: Name:
Address:

For the Collaborator: Name:
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: Name Position Signature

SIGNED for and on behalf of the Collaborator: Name Position Signature

[Read and understood by the Principal Investigator: Collaborator’s Supervisor:]

Signature

Date

[Read and understood by the Principal Investigator: Collaborator’s Supervisor:]

Signature

Date]
<table>
<thead>
<tr>
<th>SCHEDULE 1</th>
<th>SCHEDULE 2</th>
</tr>
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<tbody>
<tr>
<td>The Financial Contribution</td>
<td>The Project Plan</td>
</tr>
</tbody>
</table>

- 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 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 (the Data Processor) Processes any Personal Data on behalf of the other Party (the Data Controller), the provisions of this Schedule will apply.

1. The Party which carries out the Processing will be the Data Processor and the Party which determines the purpose of the Processing will be the Data Controller in relation to that Personal Data and the Data Processor will:
   1.1 Process that Personal Data in accordance with the Data Protection Legislation, affording to Data Subjects such rights and protections as they would have were their Personal Data being Processed by the Data Controller;
   1.2 Process that Personal Data only in accordance with the Data Controller’s instructions from time to time and only for the purpose of carrying out the Project;
   1.3 take such technical and organisational measures as may be appropriate to ensure the security of that Personal Data and the reliability of its employees, staff, officers and agents who may have access to, or be involved in, the Processing of that Personal Data. Without prejudice to the generality of the foregoing, it will keep that Personal Data secure from any unauthorised or accidental use, access, disclosure, damage, loss or destruction;
   1.4 give the Data Controller such information and assistance as the Data Controller reasonably requires in order to enable the Data Controller to meet its obligations to Data Subjects, in particular complying with Data Subjects’ requests for access to, information about, and the rectification of their Personal Data;
   1.5 notify the Data Controller immediately should it receive any request or enquiry from any Data Subject in relation to the Personal Data being Processed for the Data Controller, give the Data Controller such assistance in dealing with that request or enquiry as the Data Controller reasonably requires in order to enable the Data Controller to meet its obligations to Data Subjects, in particular complying with Data Subjects’ requests for access to, information about, and the rectification of their Personal Data;
   1.6 notify the Data Controller immediately of any actual or suspected breach of security which involves that Personal Data or breach of this paragraph 1; and
   1.7 not transfer that Personal Data outside the European Economic Area [to a territory which does not protect the rights and freedoms of Data Subjects] without first obtaining the Data Controller’s written consent.

2. The Data Processor will allow the Data Controller at all reasonable times to inspect and review the steps being taken by the Data Processor to comply with paragraph 1 above, and will give the Data Controller any assistance which the Data Controller reasonably requires with that inspection and review.

3. All expressions used in paragraph 1, 2, 4, 5 or 6 beginning with a capital letter (and not defined elsewhere in this Agreement) have the meaning given to them in the Data Protection Legislation.
4. The Parties will agree to any reasonable amendment to this Schedule to bring it into line with any amendment to or re-enactment of any Data Protection Legislation, in particular to reflect any European General Data Protection Regulation introduced after the date of this Agreement, or to allow each of the Parties to comply with any requirement or recommendation of the Information Commissioner or any other data protection or supervisory authority in relation to the Processing of Personal Data.

5. Paragraphs 1 – 4 above (both paragraphs inclusive) will continue in full force and effect for so long as the Data Processor Processes any Personal Data on behalf of the Data Controller, notwithstanding the termination of this Agreement or the completion of the Project.

6. The Data Processor will indemnify the Data Controller and keep the Data Controller 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 the Data Processor of this Schedule.

OR

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

1. Each of the Parties will be a Data Controller in relation to those Personal Data and it will comply with the following in relation to any Personal Data which it Processes in connection with the Project. It will:

1.1 Process that Personal Data in accordance with the Data Protection Act 1998, affording to Data Subjects such rights and protections as they have under the Data Protection Act;

1.2 Process that Personal Data only for the purpose of carrying out the Project;

1.3 take such technical and organisational measures as may be appropriate to ensure the security of that Personal Data and the reliability of its employees, staff, officers and agents who may have access to, or be involved in, the Processing of that Personal Data. Without prejudice to the generality of the foregoing, it will keep that Personal Data secure from any unauthorised or accidental use, access, disclosure, damage, loss or destruction;

1.4 give the other Party such information and assistance as it reasonably requires in order to enable the other Party to meet its obligations to Data Subjects, in particular complying with Data Subjects’ requests for access to, information about, and the rectification of their Personal Data;

1.5 notify the other party immediately should it receive any request or enquiry from any Data Subject in relation to the Personal Data being Processed for the purpose of the Project, give the other party such assistance in dealing with that request or enquiry as it may reasonably request;

1.6 notify the other Party immediately of any actual or suspected breach of security which involves that Personal Data or breach of this paragraph 1; and

1.7 not transfer that Personal Data outside the European Economic Area [to a territory which does not protect the rights and freedoms of Data Subjects] without first obtaining the other party’s written consent.

2. Each Party will allow the other Party at all reasonable times to inspect and review the steps being taken by it to comply with paragraph 1 above, and will give the other Party any assistance which it reasonably requires with that inspection and review.

3. All expressions in paragraph 1, 2, 4, 5 or 6 beginning with a capital letter (and not defined elsewhere in this Agreement) have the meaning given to them in the Data Protection Legislation.

4. The parties will agree to any reasonable amendment to this Schedule to bring it into line with any amendment to or re-enactment of any Data Protection Legislation, in particular to reflect the European General Data Protection Regulation introduced after the date of this Agreement, or to allow each of the Parties to comply with any requirement or recommendation of the Information Commissioner or any other data protection or supervisory authority in relation to the Processing of Personal Data.

5. Paragraphs 1 – 4 above (both paragraphs inclusive) will continue in full force and effect for so long as a Party is a Data Controller or shares any Personal Data with the other Party, notwithstanding the termination of this Agreement or the completion of the Project.
[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:

   1.23 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;
   1.24 not use forced labour in any form (prison, indentured, bonded or otherwise);
   1.25 not require its employees to lodge papers or deposits on starting work;
   1.26 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;
   1.27 provide access to clean water, food, and emergency healthcare to its employees in the event of accidents or incidents in the workplace;
   1.28 not discriminate against any employee on any ground (including race, religion, disability or gender);
   1.29 not engage in or support the use of corporal punishment, mental, physical, sexual or verbal abuse;
   1.30 not use cruel or abusive disciplinary practices in the workplace;
   1.31 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;
   1.32 comply with the laws on working hours and employment rights in the countries in which it operates; and
   1.33 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:

20. 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;
21. have and maintain its own policies and procedures to ensure compliance with paragraphs 1 and 2 above;
22. follow and enforce the policies and procedures referred to in paragraph 3 above;
23. 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;
24. promptly report to the other Party any breach of this section of this Schedule of which it becomes aware;
25. provide such evidence of compliance with this section of this Schedule as the other Party may reasonably request from time to time;
26. 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
27. 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

Dated _________________________2011]

(1) [INSERT NAME]

(2) [INSERT NAME]

MODEL COLLABORATION AGREEMENT 4

Scenario - The Collaborator owns the Results and Institution has the right to use the Results for Academic and Research Purposes. Academic Publication is permitted.
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.

4. 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];

[Clinical Patient Care: any of the following: diagnosing, treating and managing the health of a person under the care of a third party medical practitioner who has the right to use the Intellectual Property Rights in any of the Results;]

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 while they remain in force, the Data Protection Act 1998, the European Data Protection Directive, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive, the Privacy and Electronic Communications (EC Directive) Regulations 2003, once it comes into force the European General Data Protection Regulation, and 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 the Information Commissioner or other relevant data protection or 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 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 is 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, 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;

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, and the conditions of, 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.

2.17 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 Collaborator will own the Intellectual Property Rights in the Results, and 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 action in respect of any alleged or actual infringement of any Intellectual Property Rights in the Results.

4.4 The Institution will ensure that its employees and students (if any) involved in the creation of the Results give the Collaborator such assistance (except financial assistance) as the Collaborator 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 To the extent that any Intellectual Property Rights in the Results are capable of prospective assignment, the Institution now assigns those Intellectual Property Rights to the Collaborator; and to the extent any Intellectual Property Rights in the Results cannot be assigned prospectively, the Institution will assign those Intellectual Property Rights to the Collaborator as and when they are created, at the request of the Collaborator.

4.7 [The Collaborator will provide the Institution with such information as the Institution may reasonably request from time to time to demonstrate that the Collaborator is exploiting or is taking reasonable steps towards exploiting the Results. If the Collaborator does not demonstrate that it is exploiting any of the Results or is taking reasonable steps towards exploiting them, the Collaborator will, if requested to do so by the Institution, reassign the Intellectual Property Rights in those Results to the Institution. The Collaborator will notify the Institution if the Collaborator decides not to proceed with the exploitation of any of the Results and will, if requested to do so by the Institution, reassign the Intellectual Property Rights in those Results to the Institution.]

4.8 The Collaborator grants the Institution a royalty-free, non-exclusive licence to use the Results for the purpose of carrying out the Project (and for Clinical Patient Care) but, but (except as permitted by clause 4.9) the Institution may not grant any sub-licence to use the Results.

4.9 Despite the provisions of clause 4.6, the Institution and each employee and student of the Institution will have the irrevocable, royalty-free right to use the Results [(except the following types of Result: [insert details]) for Academic and Research Purposes, including) OR [excluding] 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 5.7, 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; or

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.

6.7 The Collaborator will not be in breach of any obligation to keep any of the Institution's Background 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 a 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.]
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.

7.2 Except under the warranties in clause 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.

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 provided in connection with the Project, 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
7.3.5 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 [6.3,] 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 to 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].

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

7.8.1 under the indemnity in clause 7.3 will not exceed in total £[insert figure];
7.8.2 under the indemnity in clause 7.4 will not exceed in total £[insert figure]; and
7.8.3 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; or
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 under or pursuant to this Agreement is made or will be made with full title guarantee.] OR [In respect of any assignment of Intellectual Property Rights made under or pursuant to this Agreement, the assignor warrants to the assignee that:

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

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

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 other Party whose performance has been 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.

9.4 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 clause 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; and

9.5.2 any right to Publish in accordance with clause 5.

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 reimburse 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:

- Method of service
- Deemed day of receipt

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

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

**SIGNatures** for and on behalf of the

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<tr>
<th>Institution</th>
<th>Collaborator</th>
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[Read and understood by the Principal Investigator: Collaborator's Supervisor:

…………………………………………………………….. ……………………………………………………………. Signature Signature]
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, (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 (the Data Processor) Processes any Personal Data on behalf of the other Party (the Data Controller), the provisions of this Schedule will apply.

1. The Party which carries out the Processing will be the Data Processor and the Party which determines the purpose of the Processing will be the Data Controller in relation to that Personal Data and the Data Processor will:

1.1 Process that Personal Data in accordance with the Data Protection Legislation, affording to Data Subjects such rights and protections as they would have were their Personal Data being Processed by the Data Controller;

1.2 Process that Personal Data only in accordance with the Data Controller’s instructions from time to time and only for the purpose of carrying out the Project;

1.3 take such technical and organisational measures as may be appropriate to ensure the security of that Personal Data and the reliability of its employees, staff, officers and agents who may have access to, or be involved in, the Processing of that Personal Data. Without prejudice to the generality of the foregoing, it will keep that Personal Data secure from any unauthorised or accidental use, access, disclosure, damage, loss or destruction;

1.4 give the Data Controller such information and assistance as the Data Controller reasonably requires in order to enable the Data Controller to meet its obligations to Data Subjects, in particular complying with Data Subjects’ requests for access to, information about, and the rectification of their Personal Data;

1.5 notify the Data Controller immediately should it receive any request or enquiry from any Data Subject in relation to the Personal Data being Processed for the Data Controller, give the Data Controller such assistance in dealing with that request or enquiry as the Data Controller may reasonably request, and not respond to any such request or enquiry without first obtaining the Data Controller’s written consent;

1.6 notify the Data Controller immediately of any actual or suspected breach of security which involves that Personal Data or breach of this paragraph 1; and

1.7 not transfer that Personal Data outside the European Economic Area [to a territory which does not protect the rights and freedoms of Data Subjects] without first obtaining the Data Controller’s written consent.

2. The Data Processor will allow the Data Controller at all reasonable times to inspect and review the steps being taken by the Data Processor to comply with paragraph 1 above, and will give the Data Controller any assistance which the Data Controller reasonably requires with that inspection and review.

3. All expressions used in paragraph 1, 2, 4, 5 or 6 beginning with a capital letter (and not defined elsewhere in this Agreement) have the meaning given to them in the Data Protection Legislation.

4. The Parties will agree to any reasonable amendment to this Schedule to bring it into line with any amendment to or re-enactment of any Data Protection Legislation, in particular to reflect any European General Data Protection Regulation introduced after the date of this Agreement, or to allow each of the Parties to comply with any requirement or recommendation of the Information Commissioner or any other data protection or supervisory authority in relation to the Processing of Personal Data.

5. Paragraphs 1 – 4 above (both paragraphs inclusive) will continue in full force and effect for so long as the Data Processor Processes any Personal Data on behalf of the Data Controller, notwithstanding the termination of this Agreement or the completion of the Project.

6. The Data Processor will indemnify the Data Controller and keep the Data Controller 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 the Data Processor of this Schedule.

OR

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

1. Each of the Parties will be a Data Controller in relation to those Personal Data and it will comply with the following in relation to any Personal Data which it Processes in connection with the Project. It will:

1.1 Process that Personal Data in accordance with the Data Protection Act 1998, affording to Data Subjects such rights and protections as they have under the Data Protection Act;

1.2 Process that Personal Data only for the purpose of carrying out the Project;

1.3 take such technical and organisational measures as may be appropriate to ensure the security of that Personal Data and the reliability of its employees, staff, officers and agents who may have access to, or be involved in, the Processing of that Personal Data. Without prejudice to the generality of the foregoing, it will keep that Personal Data secure from any unauthorised or accidental use, access, disclosure, damage, loss or destruction;

1.4 give the other Party such information and assistance as it reasonably requires in order to enable the other Party to meet its obligations to Data Subjects, in particular complying with Data Subjects’ requests for access to, information about, and the rectification of their Personal Data;

1.5 notify the other Party immediately should it receive any request or enquiry from any Data Subject in relation to the Personal Data being Processed for the purpose of the Project, give the other party such assistance in dealing with that request or enquiry as it may reasonably request;

1.6 notify the other Party immediately of any actual or suspected breach of security which involves that Personal Data or breach of this paragraph 1; and
1.7 not transfer that Personal Data outside the European Economic Area [to a territory which does not protect the rights and freedoms of Data Subjects] without first obtaining the other party’s written consent.

2. Each Party will allow the other Party at all reasonable times to inspect and review the steps being taken by it to comply with paragraph 1 above, and will give the other Party any assistance which it reasonably requires with that inspection and review.

3. All expressions in paragraph 1, 2, 4, 5 or 6 beginning with a capital letter (and not defined elsewhere in this Agreement) have the meaning given to them in the Data Protection Legislation.

4. The parties will agree to any reasonable amendment to this Schedule to bring it into line with any amendment to or re-enactment of any Data Protection Legislation, in particular to reflect the European General Data Protection Regulation introduced after the date of this Agreement, or to allow each of the Parties to comply with any requirement or recommendation of the Information Commissioner or any other data protection or supervisory authority in relation to the Processing of Personal Data.

5. Paragraphs 1 – 4 above (both paragraphs inclusive) will continue in full force and effect for so long as a Party is a Data Controller or shares any Personal Data with the other Party, notwithstanding the termination of this Agreement or the completion of the Project.

[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:

1.34 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;

1.35 not use forced labour in any form (prison, indentured, bonded or otherwise);

1.36 not require its employees to lodge papers or deposits on starting work;

1.37 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;

1.38 provide access to clean water, food, and emergency healthcare to its employees in the event of accidents or incidents in the workplace;

1.39 not discriminate against any employee on any ground (including race, religion, disability or gender);

1.40 not engage in or support the use of corporal punishment, mental, physical, sexual or verbal abuse;

1.41 not use cruel or abusive disciplinary practices in the workplace;

1.42 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;

1.43 comply with the laws on working hours and employment rights in the countries in which it operates; and

1.44 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;
29. 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;

30. have and maintain its own policies and procedures to ensure compliance with paragraphs 1 and 2 above;

31. follow and enforce the policies and procedures referred to in paragraph 3 above;

32. 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;

33. promptly report to the other Party any breach of this section of this Schedule of which it becomes aware;

34. provide such evidence of compliance with this section of this Schedule as the other Party may reasonably request from time to time;

35. 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

36. 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]]

Dated ________________________ 201[[]

(1) [INSERT NAME]

(2) [INSERT NAME]

MODEL COLLABORATION AGREEMENT 4A

Scenario - Each party has the right to exploit certain of the Results created in the course of the Project and takes an assignment of the Results which it has the right to exploit.

The Institution has the right to use the Results owned by the Collaborator for Academic and Research Purposes and the Collaborator has the right to use the Results owned by the Institution for Research Purposes.
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 or presentation;

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];

[Clinical Patient Care: any of the following: diagnosing, treating and managing the health of a person under the care of a third party medical practitioner who has the right to use the Intellectual Property Rights in any of the Results;]

[the Collaborator's Materials: the [materials], (whether pre-existing or under development) which the Collaborator contributes to the Project or which are the subject or one of the subjects of the Project;]

[the Collaborator's Results: [the Results to the extent that they are directly related to the composition, characteristics, manufacture, development, enhancement or use of the [Collaborator's Background] [the Collaborator's Materials] [or the Collaborator's Confidential Information] OR [insert a description of the specific kind of Result which the Collaborator is to own];

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 [or Materials] 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: while they remain in force the Data Protection Act 1998, the European Data Protection Directive, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive, the Privacy and Electronic Communications (EC Directive) Regulations 2003, once it comes into force the European General Data Protection Regulation and 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 the Information Commissioner or other relevant data protection or 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 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], copies of which are 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 is Controlled, or is Controlled by, the Collaborator or which for the time being is Controlled by a third person which also Controls the Collaborator;

[the Institution's Materials: the [materials], (whether pre-existing or under development) which the Institution contributes to the Project or which are the subject or one of the subjects of the Project;]

the Institution's Results: [all the Results which are not the Collaborator's Results] OR [the Results to the extent that they are directly related to the composition, characteristics, manufacture, development, enhancement or use of the [Institution's Background] [the Institution's Materials] [or the Institution's Confidential Information] OR [insert a description of the specific kind of Result which the Institution is to own];

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 and 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 any Funding Conditions;

Research Purposes: [any purpose except commercialisation, i.e. licensing for value or sale for value] OR [acts done for experimental purposes or to obtain regulatory approval for any generic or innovative medicinal product (including any clinical trial)];

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;

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).
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.

A reference in this Agreement to writing or written includes email.

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.

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.

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.

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.

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.

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.

THE PROJECT

The Project will begin 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.

[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.

[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.

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.

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.

[[The Institution] OR [Each of the Parties] will comply with the provisions in 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.]]

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.

[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.

[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.

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.

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.

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.

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.

2.18 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] 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,] each Party 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:

4.2.1 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; and

4.2.2 as permitted under any further licence granted pursuant to clause 4.11.

4.3.1 The Institution will own the Intellectual Property Rights in the Institution's Results, and the Collaborator will own the Intellectual Property Rights in the Collaborator's Results; and, subject to the Institution's obligations in clause 4.11.4, each [will take such steps as may be necessary] OR [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 its Results, including filing and prosecuting patent applications for, in the case of the Institution, the Institution's Results and, in the case of the Collaborator, the Collaborator's Results, and taking any action in respect of any alleged or actual infringement of any Intellectual Property Rights in its Results.

4.3.2 Without prejudice to its obligations under clause 4.3.1, if one of the Parties does not think it necessary to register or maintain any protection for any of the Intellectual Property Rights in its Results or to take any action against any infringer of any Intellectual Property Rights in its Results, it will notify the other Party accordingly and in good time before abandoning any application or before failing to meet any deadline and, without prejudice to any other right that a Party may have against the other, the Party which created those Intellectual Property Rights may take such steps as it sees fit to register and maintain any protection for those Intellectual Property Rights, including filing and prosecuting patent applications for any alleged or actual infringement of any Intellectual Property Rights.

4.4 Each Party will ensure that its employees and students (if any) (and the Collaborator will ensure that the employees of any Group Company) involved in the creation of the Results of the other Party give the other Party such assistance (except financial assistance) as the other Party may reasonably request in connection with the registration and protection of the Intellectual Property Rights in any of the other Party's Results, including filing and prosecuting patent applications for any of the other Party's Results, and taking any action in respect of any alleged or actual infringement of any Intellectual Property Rights in any of the other Party's 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 To the extent that any Intellectual Property Rights in the Institution's Results are capable of prospective assignment, the Collaborator now assigns those Intellectual Property Rights in the Institution's Results which the Collaborator owns to the Institution; and to the extent that any Intellectual Property Rights in the Institution's Results cannot be assigned prospectively, the Collaborator will assign the Intellectual Property Rights in the Institution's Results which the Collaborator owns to the Institution as and when those Intellectual Property Rights are created, at the request of the Institution. To the extent that any Intellectual Property Rights in the Collaborator's Results are capable of prospective assignment, the Institution now assigns those Intellectual Property Rights in the Collaborator's Results which the Institution owns to the Collaborator; and to the extent any
Intellectual Property Rights in the Collaborator’s Results cannot be assigned prospectively, the Institution will assign those Intellectual Property Rights in the Collaborator’s Results which the Institution owns to the Collaborator as and when those Intellectual Property Rights are created, at the request of the Collaborator.

4.7 [The Collaborator will provide the Institution with such information as the Institution may reasonably request from time to time to demonstrate that the Collaborator is exploiting or is taking reasonable steps towards exploiting the Collaborator’s Results. If the Collaborator does not demonstrate that it is exploiting any of the Collaborator’s Results or is taking reasonable steps towards exploiting them, the Collaborator will, if requested to do so by the Institution, reassign the Intellectual Property Rights in those Results to the Institution. The Collaborator will notify the Institution if the Collaborator decides not to proceed with the exploitation of any of the Collaborator's Results and will, if requested to do so by the Institution, reassign the Intellectual Property Rights in those Results to the Institution.]

4.8 The Institution and the Collaborator each grants the other a royalty free, non-exclusive licence to use, respectively, the Institution’s Results and the Collaborator’s Results for the purpose of carrying out the Project [and for Clinical Patient Care]. Neither Party may grant any sub-licence to use the other’s Results 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 Results for the purpose of carrying out the Project.

4.9 Despite the provisions of clause 4.6, the Institution and each employee and student of the Institution will have the irrevocable, royalty-free right to use any of the Collaborator’s Results [except the following types of Result: [insert details]] for Academic and Research Purposes [including] OR [excluding] research projects which are carried out by the Institution with any third party [in the commercial sector] [and Clinical Patient Care].

4.10 The Institution grants the Collaborator a royalty-free, non-exclusive, worldwide, indefinite licence to use the Institution’s Results for Research Purposes (with the right to sub-license 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 the Project for Research Purposes, and otherwise without the right to sub-license).

4.11.1 [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 grant the Collaborator [an exclusive] OR [a non-exclusive] licence (with the right to sub-license) to use the Collaborator’s Results in certain of the Institution’s Results ([the Licence]. The Licence may be granted by the Institution’s subsidiary company, [XYZ] Limited.)

4.11.2 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 grant of the Licence. [The Licence will include terms based on the provisions of Schedule 8.] If the Parties are unable to agree the terms of the Licence within the Negotiation Period, the Collaborator’s rights under clauses 4.11.1, 4.11.3 and 4.11.4 will lapse.

4.11.3 The Institution will not, during the Option Period or the Negotiation Period, negotiate with any other person with a view to granting a licence to use its Results or assigning the Intellectual Property Rights in its Results nor grant a licence to use the Institution’s Results or assign the Intellectual Property Rights in the Institution’s 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 of the Institution’s Results to any third party on any terms more favourable than those offered to the Collaborator pursuant to this clause 4.11.

4.11.4 Until the end of the Option Period and, if the Collaborator gives the Option Notice, until the earlier of the end of the Negotiation Period and the grant of the Licence, the Institution will consult with the Collaborator about making patent applications in respect of the Institution’s Results. If, before the end of that period, the Collaborator wishes the Institution to apply for any patent in relation to any of the Institution’s 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 application, including patent agents’ fees, as a result of any request by the Collaborator for the Institution to apply for, or to maintain, any patent. If the Institution later licenses or assigns to a third party any of the Institution’s Results for which the Collaborator has paid any such costs and expenses, the Institution will re-imburse those costs and expenses to the Collaborator.

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, 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 Collaborator’s 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 Published 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 Collaborator’s 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 Results or the
Collaborator’s Background which is Confidential Information and which, in
each case, cannot be protected by patent or other Intellectual Property
Right registration or which can be protected in that way but which the
Collaborator has chosen not to protect in that way.

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
third 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 it is 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 (as the case may be) 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 Party, within a reasonable
time after being required to make the disclosure, of the requirement 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, Results or other 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 it 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
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 student undertakes to keep that Background, those
Results and that 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 it to any third party, by disclosing it to the Funding Body in accordance with the Funding Conditions.

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 or
the Environmental Information Regulations 2004 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, where
appropriate, will 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 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.

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 material works or information received from the Indemnified Parties 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

7.3.5 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, the 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;

7.5.2 any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity, whether direct or indirect, even, in each case, 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 which, by law, cannot be limited or excluded; or
7.8.3 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 under or pursuant to this Agreement is made or will be made with full title guarantee.] OR [Each of the Parties warrants to each the other Party that, in relation to any assignment of Intellectual Property Rights made by it under or pursuant to this Agreement:

7.10.1 the Party making that assignment 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 Party making that assignment 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 for 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 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.

9.7 [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 clause 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 any rights to use any Results or Background for Research Purposes.

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 reimburse 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, and will be deemed to be received on the corresponding day set out in the right hand column:

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

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

**For the Institution:**

- **Name:**
- **Address:**

**For the Collaborator:**

- **Name:**
- **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 a Party may have to the other (or any right which a 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 a 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.]
SCHEDULE 1

The Financial Contribution

SIGNED on behalf of the Institution:  SIGNED 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 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 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 must have 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. (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 (the Data Processor) Processes any Personal Data on behalf of the other Party (the Data Controller), the provisions of this Schedule will apply.

1. The Party which carries out the Processing will be the Data Processor and the Party which determines the purpose of the Processing will be the Data Controller in relation to that Personal Data, and the Data Processor will:

   1.1 Process that Personal Data in accordance with the Data Protection Legislation, affording to Data Subjects such rights and protections as they would have were their Personal Data being Processed by the Data Controller;

   1.2 Process that Personal Data only in accordance with the Data Controller’s instructions from time to time and only for the purpose of carrying out the Project;

   1.3 take such technical and organisational measures as may be appropriate to ensure the security of that Personal Data and the reliability of its employees, staff, officers and agents who may have access to, or be involved in, the Processing of that Personal Data. Without prejudice to the generality of the foregoing, it will keep that Personal Data secure from any unauthorised or accidental use, access, disclosure, damage, loss or destruction;

   1.4 give the Data Controller such information and assistance as the Data Controller reasonably requires in order to enable the Data Controller to meet its obligations to Data Subjects, in particular, complying with Data Subjects’ requests for access to, information about, and the rectification of their Personal Data;

   1.5 notify the Data Controller immediately should it receive any request or enquiry from any Data Subject in relation to the Personal Data being Processed for the Data Controller, give the Data Controller such assistance in dealing with that request or enquiry as the Data Processor may reasonably request, and not respond to any such request or enquiry without first obtaining the Data Controller’s written consent;

   1.6 notify the Data Controller immediately of any actual or suspected breach of security which involves that Personal Data or breach of this paragraph 1; and

   1.7 not transfer that Personal Data outside the European Economic Area [to a territory which does not protect the rights and freedoms of Data Subjects] without first obtaining the Data Controller’s written consent.

2. The Data Processor will allow the Data Controller at all reasonable times to inspect and review the steps being taken by the Data Processor to comply with paragraph 1 above, and will give the Data Controller any assistance which the Data Controller reasonably requires with that inspection and review.

3. All expressions used in paragraph 1, 2, 4, 5 or 6 beginning with a capital letter (and not defined elsewhere in this Agreement) have the meaning given to them in the Data Protection Legislation.

4. The Parties will agree to any reasonable amendment to this Schedule to bring it into line with any amendment to or re-enactment of any Data Protection Legislation, in particular, to reflect the European General Data Protection Regulation introduced after the date of this Agreement, or to allow each of the Parties to comply with any requirement or recommendation of the Information Commissioner or any other data protection or supervisory authority in relation to the Processing of Personal Data.

5. Paragraphs 1 – 4 above (both paragraphs inclusive) will continue in full force and effect for so long as the Data Processor Processes any Personal Data on behalf of the Data Controller, notwithstanding the termination of this Agreement or the completion of the Project.

6. The Data Processor will indemnify the Data Controller and keep the Data Controller 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 the Data Processor of this Schedule.

OR

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

1. Each of the Parties will be a Data Controller in relation to those Personal Data and it will comply with the following in relation to any Personal Data which it Processes in connection with the Project. It will:

   1.1 Process that Personal Data in accordance with the Data Protection Act 1998, affording to Data Subjects such rights and protections as they have under the Data Protection Act;

   1.2 Process that Personal Data only for the purpose of carrying out the Project;

   1.3 take such technical and organisational measures as may be appropriate to ensure the security of that Personal Data and the reliability of its employees, staff, officers and agents who may have access to, or be involved in, the Processing of that Personal Data. Without prejudice to the generality of the foregoing, it will keep that Personal Data secure from any unauthorised or accidental use, access, disclosure, damage, loss or destruction;

   1.4 give the other Party such information and assistance as it reasonably requires in order to enable the other Party to meet its obligations to Data Subjects, in particular, complying with Data Subjects’ requests for access to, information about, and the rectification of their Personal Data;

   1.5 notify the other Party immediately should it receive any request or enquiry from any Data Subject in relation to the Personal Data being Processed for the Data Controller, give the other Party such assistance in dealing with that request or enquiry as it may reasonably request;

   1.6 notify the other Party immediately of any actual or suspected breach of security which involves that Personal Data or breach of this paragraph 1; and
not transfer that Personal Data outside the European Economic Area [to a territory which does not protect the rights and freedoms of Data Subjects] without first obtaining the other Party’s written consent.

Each Party will allow the other Party at all reasonable times to inspect and review the steps being taken by it to comply with paragraph 1 above, and will give the other Party any assistance which it reasonably requires with that inspection and review.

All expressions in paragraph 1, 2, 4, 5 or 6 beginning with a capital letter (and not defined elsewhere in this Agreement) have the meaning given to them in the Data Protection Legislation.

The Parties will agree to any reasonable amendment to this Schedule to bring it into line with any amendment to or re-enactment of any Data Protection Legislation, in particular, to reflect the European General Data Protection Regulation introduced after the date of this Agreement, or to allow each of the Parties to comply with any requirement or recommendation of the Information Commissioner or any other data protection or supervisory authority in relation to the Processing of Personal Data.

Paragraphs 1 – 4 above (both paragraphs inclusive) will continue in full force and effect for so long as a Party is a Data Controller or shares any Personal Data with the other Party, notwithstanding the termination of this Agreement or the completion of the Project.

[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:

1.45 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;

1.46 not use forced labour in any form (prison, indentured, bonded or otherwise);

1.47 not require its employees to lodge papers or deposits on starting work;

1.48 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;

1.49 provide access to clean water, food, and emergency healthcare to its employees in the event of accidents or incidents in the workplace;

1.50 not discriminate against any employee on any ground (including race, religion, disability or gender);

1.51 not engage in or support the use of corporal punishment, mental, physical, sexual or verbal abuse;

1.52 not use cruel or abusive disciplinary practices in the workplace;

1.53 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;

1.54 comply with the laws on working hours and employment rights in the countries in which it operates; and

1.55 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:

37. 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;
38. 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;

39. have and maintain its own policies and procedures to ensure compliance with paragraphs 1 and 2 above;

40. follow and enforce the policies and procedures referred to in paragraph 3 above;

41. 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;

42. promptly report to the other Party any breach of this section of this Schedule of which it becomes aware;

43. provide such evidence of compliance with this section of this Schedule as the other Party may reasonably request from time to time;

44. 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

45. 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]]
(1) [INSERT NAME]

(2) [INSERT NAME]

MODEL
COLLABORATION AGREEMENT 5
(Contract Research)

Scenario - The Collaborator owns the Results and Institution does NOT have the right to use the Results for Academic and Research Purposes. Academic Publication is NOT permitted.
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]".

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

5. DEFINITIONS AND INTERPRETATION

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

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: while they remain in force, the Data Protection Act 1998, the European Data Protection Directive, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive, the Privacy and Electronic Communications (EC Directive) Regulations 2003, once it comes into force the European General Data Protection Regulation, and 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 the Information Commissioner or other relevant data protection or supervisory authority;

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

the Good Data Management Practices: the practices and procedures set out in Schedule 3;

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;

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]; and

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.

5.8 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.

2. THE PROJECT

2.1 The Project [will begin on] OR [began on] the Commencement Date and will continue until 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 use 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 6, [at any time
during the Project Period, the Collaborator may require changes to Part 3 of
Schedule 6, 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 No additional person may become a party to this Agreement without the written
agreement of both the Collaborator and the Institution and unless the additional
person, the Collaborator and the Institution execute a Variation Agreement.

3. FINANCIAL CONTRIBUTION

3.1 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.

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 granted 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, but for no other purpose.
Neither Party may grant any sub-licence to use the other's Background except that
the Collaborator may allow any of 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, but for no other purpose.

4.3 The Collaborator will own the Intellectual Property Rights in the Results, and 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 Institution will ensure that its employees involved in the creation of the Results
give the Collaborator such assistance (except financial assistance) as the
Collaborator 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.
6.2.6 it is approved for release in writing by an authorised representative of the other Party.

6.3 The Collaborator will not be in breach of any obligation to keep any of the Institution’s Background 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 a 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.

6.4 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 the 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:]

6.4.1 the Collaborator makes that request in writing within 10 days after receiving the Institution’s notice given under this clause 6.4; and

6.4.2 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.

6.5 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.

6.6 [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.

7.2 Except under the warranty in clause 7.1 and clause 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 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 Collaborator'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

7.3.5 give the Indemnifying Party all reasonable assistance (at the Collaborator'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 5.

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, in each case, 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] 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]; and

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

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;

7.8.3 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 under or pursuant to this Agreement is made or will be made with full title guarantee.] OR [In respect of any assignment of Intellectual Property Rights made under or pursuant to this Agreement, the assignor warrants to the assignee that:

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

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.

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

For the Institution: For the Collaborator:
Name: Name:
Address: Address:

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 constitutes 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 6.5, 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 4.

10.13 Data Protection: Each party will comply with the provisions set out in Schedule 5.

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: Collaborator’s Supervisor:
............................................................................................................................
............................................................................................................................
............................................................................................................................
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
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 4
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. (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 6 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 5
Data Protection

Where a Party (the Data Processor) Processes any Personal Data on behalf of the other Party (the Data Controller), the provisions of this Schedule will apply.

1. The Party which carries out the Processing will be the Data Processor and the Party which determines the purpose of the Processing will be the Data Controller in relation to that Personal Data and the Data Processor will:

1.1 Process that Personal Data in accordance with the Data Protection Legislation, affording to Data Subjects such rights and protections as they would have were their Personal Data being Processed by the Data Controller;

1.2 Process that Personal Data only in accordance with the Data Controller’s instructions from time to time and only for the purpose of carrying out the Project;

1.3 take such technical and organisational measures as may be appropriate to ensure the security of that Personal Data and the reliability of its employees, staff, officers and agents who may have access to, or be involved in, the Processing of that Personal Data. Without prejudice to the generality of the foregoing, it will keep that Personal Data secure from any unauthorised or accidental use, access, disclosure, damage, loss or destruction;

1.4 give the Data Controller such information and assistance as the Data Controller reasonably requires in order to enable the Data Controller to meet its obligations to Data Subjects, in particular complying with Data Subjects’ requests for access to, information about, and the rectification of their Personal Data;

1.5 notify the Data Controller immediately should it receive any request or enquiry from any Data Subject in relation to the Personal Data being Processed for the Data Controller, give the Data Controller such assistance in dealing with that request or enquiry as the Data Controller may reasonably request, and not respond to any such request or enquiry without first obtaining the Data Controller’s written consent;

1.6 notify the Data Controller immediately of any actual or suspected breach of security which involves that Personal Data or breach of this paragraph 1; and

1.7 not transfer that Personal Data outside the European Economic Area [to a territory which does not protect the rights and freedoms of Data Subjects] without first obtaining the Data Controller’s written consent.

2. The Data Processor will allow the Data Controller at all reasonable times to inspect and review the steps being taken by the Data Processor to comply with paragraph 1 above, and will give the Data Controller any assistance which the Data Controller reasonably requires with that inspection and review.

3. All expressions used in paragraph 1, 2, 4, 5 or 6 beginning with a capital letter (and not defined elsewhere in this Agreement) have the meaning given to them in the Data Protection Legislation.

4. The Parties will agree to any reasonable amendment to this Schedule to bring it into line with any amendment to or re-enactment of any Data Protection Legislation, in particular to reflect any European General Data Protection Regulation introduced after the date of this Agreement, or to allow each of the Parties to comply with any requirement or recommendation of the Information Commissioner or any other data protection or supervisory authority in relation to the Processing of Personal Data.

5. Paragraphs 1 – 4 above (both paragraphs inclusive) will continue in full force and effect for so long as the Data Processor Processes any Personal Data on behalf of the Data Controller, notwithstanding the termination of this Agreement or the completion of the Project.

6. The Data Processor will indemnify the Data Controller and keep the Data Controller 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 the Data Processor of this Schedule.

OR

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

1. Each of the Parties will be a Data Controller in relation to those Personal Data and it will comply with the following in connection with the Project. It will:

1.1 Process that Personal Data in accordance with the Data Protection Act 1998, affording to Data Subjects such rights and protections as they have under the Data Protection Act;

1.2 Process that Personal Data only for the purpose of carrying out the Project;

1.3 take such technical and organisational measures as may be appropriate to ensure the security of that Personal Data and the reliability of its employees, staff, officers and agents who may have access to, or be involved in, the Processing of that Personal Data. Without prejudice to the generality of the foregoing, it will keep that Personal Data secure from any unauthorised or accidental use, access, disclosure, damage, loss or destruction;

1.4 give the other Party such information and assistance as it reasonably requires in order to enable the other Party to meet its obligations to Data Subjects, in particular complying with Data Subjects’ requests for access to, information about, and the rectification of their Personal Data;

1.5 notify the other party immediately should it receive any request or enquiry from any Data Subject in relation to the Personal Data being Processed for the purpose of the Project, give the other party such assistance in dealing with that request or enquiry as it may reasonably request;
1.6 notify the other Party immediately of any actual or suspected breach of security which involves that Personal Data or breach of this paragraph 1; and

1.7 not transfer that Personal Data outside the European Economic Area [to a territory which does not protect the rights and freedoms of Data Subjects] without first obtaining the other party’s written consent.

2. Each Party will allow the other Party at all reasonable times to inspect and review the steps being taken by it to comply with paragraph 1 above, and will give the other Party any assistance which it reasonably requires with that inspection and review.

3. All expressions in paragraph 1, 2, 4, 5 or 6 beginning with a capital letter (and not defined elsewhere in this Agreement) have the meaning given to them in the Data Protection Legislation.

4. The parties will agree to any reasonable amendment to this Schedule to bring it into line with any amendment to or re-enactment of any Data Protection Legislation, in particular to reflect the European General Data Protection Regulation introduced after the date of this Agreement, or to allow each of the Parties to comply with any requirement or recommendation of the Information Commissioner or any other data protection or supervisory authority in relation to the Processing of Personal Data.

5. Paragraphs 1 – 4 above (both paragraphs inclusive) will continue in full force and effect for so long as a Party is a Data Controller or shares any Personal Data with the other Party, notwithstanding the termination of this Agreement or the completion of the Project.

[SCHEDULE 6]

Part 1 – Human Rights

1. Unless otherwise required or prohibited by law, each Party will, in relation to the performance of this Agreement:

1.56 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;

1.57 not use forced labour in any form (prison, indentured, bonded or otherwise);

1.58 not require its employees to lodge papers or deposits on starting work;

1.59 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;

1.60 provide access to clean water, food, and emergency healthcare to its employees in the event of accidents or incidents in the workplace;

1.61 not discriminate against any employee on any ground (including race, religion, disability or gender);

1.62 not engage in or support the use of corporal punishment, mental, physical, sexual or verbal abuse;

1.63 not use cruel or abusive disciplinary practices in the workplace;

1.64 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;

1.65 comply with the laws on working hours and employment rights in the countries in which it operates; and

1.66 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:
46. 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;

47. 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;

48. have and maintain its own policies and procedures to ensure compliance with paragraphs 1 and 2 above;

49. follow and enforce the policies and procedures referred to in paragraph 3 above;

50. 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;

51. promptly report to the other Party any breach of this section of this Schedule of which it becomes aware;

52. provide such evidence of compliance with this section of this Schedule as the other Party may reasonably request from time to time;

53. 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

54. 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]

Dated ________________________20[1]

(1) [INSERT NAME]

(2) [INSERT NAME]
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 Company, e.g. NHS Trust] of [insert address of principal office] (the Company)

BACKGROUND

(A) The Institution and the Company have submitted the Proposal to the Technology Strategy Board under the Knowledge Transfer Partnership scheme;

(B) the Technology Strategy Board has agreed to award a grant for the Project subject to the terms of the Grant Offer Letter and Proposal;

(C) The Company has agreed to provide part of the funding for the Project as set out in Schedule 1; and

(D) The Institution, in accordance with the Joint Commitment Statement, has agreed to employ the Associate.

1. DEFINITIONS

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 or presentation;

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

this Agreement: this document, the Grant Offer Letter and the Proposal and this document's Schedules, each as amended from time to time in accordance with clause 10.8;

the Associate: the individual (educated to at least Bachelors, employed by the Institution and selected jointly by the Institution and the Company) who will carry out the Project;

Background: information, data, techniques, Know-how, inventions, software, discoveries 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];

[Clinical Patient Care: any of the following: diagnosing, treating and managing the health of a person under the care of a third party medical practitioner who has the right to use the Intellectual Property Rights in any of the Results;]

the Commencement Date: [insert the date on which the Associate is to take up his or her appointment] OR [insert the date the Project is to start/started];

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

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[; and 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;

apply to a Party and, if applicable, the guidance and codes of practice issued by the Information Commissioner or other relevant data protection or supervisory authority;

the External Funding: the funding provided for the Project by the Technology Strategy Board under the terms of the Grant Offer Letter;

the Financial Contribution: the financial contribution to be provided by the Company set out in Schedule 1;

the Good Data Management Practices: the practices and procedures set out in Schedule 4;

the Grant Offer Letter: the letter from the Technology Strategy Board dated [insert date] 20[[]], a copy of which is attached to this Agreement as Schedule 3;

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

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 and 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 Joint Commitment Statement: the Joint Commitment Statement signed by both Parties and dated [insert date], a copy of which is attached to this Agreement as part of Schedule 2;

the Key Personnel: the Lead Academic, the Associate and the Company's Supervisor;

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 Lead Academic: [insert name] or his or her successor appointed under clause 9.2;

a Party: the Institution or the Company and any person who becomes a party to this Agreement pursuant to clause 2.15, and together they are the Parties;

the Project: the programme of work described in the Proposal, as amended from time to time in accordance with clause 10.8;

the Project Period: the period described in clause 2.1;

the Proposal: the grant application and proposal submitted to the Technology Strategy Board by the Institution and Company for a Knowledge Transfer Partnership, a copy of which is attached to this Agreement as part of Schedule 2;

the Results: all information, data techniques, Know-how, results, inventions, software, discoveries 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;

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 If there is any conflict between the terms of the Grant Offer Letter, this Agreement and the Proposal and the Joint Commitment Statement, the Grant Offer Letter will prevail over this Agreement and the Proposal and the Joint Commitment Statement, and this Agreement will prevail over the Proposal and the Joint Commitment Statement.

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 [Schedule 2 and] the Proposal, and will provide the human and other resources, Background, materials, facilities and equipment which are designated as its responsibility in [Schedule 2 and] the Proposal. The Project will be carried out under the direction and supervision of the Lead Academic and the Company's Supervisor. The Institution's tasks will be performed by the Associate under the supervision of the Lead Academic. The Parties will manage the Project in accordance with the Joint Commitment Statement.

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 [Schedule 2 and] the Proposal 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 The Institution will ensure that the Associate and each of the Parties will ensure that its other 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 Company, 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 the provisions in Schedule 7. [At any time during the Project Period, the Company 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 Company'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 [Schedule 2 and] the Proposal, [neither of the Parties undertakes] OR [the Institution does not undertake] 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 [Company] 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 promptly after identifying any Result which [the Institution] OR [it] believes is patentable, and will supply the [Company] OR [other] with copies of that Result. [The Institution] OR [Each of the Parties] will notify other Results to [the Company] OR [other] in the reports provided under clause 2.8.

2.10 The Parties will prepare and submit reports in accordance with Proposal. As agreed by the Parties in the Joint Commitment Statement, the Company and the Institution will produce a joint final report at the conclusion of the Project, in accordance with the template provided by the Technology Strategy Board.

2.11 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 Grant Offer Letter].

2.12 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.

2.13 If the Grant Offer Letter has not already been accepted by the Parties, this Agreement is conditional on each of the Parties accepting the Grant Offer within 30 days after the date of the Grant Offer Letter.

2.14 Each of the Parties will:

2.14.1 comply with its obligations under, and the conditions of, the Grant Offer Letter.
2.14.2 carry out the Project in accordance with the Grant Offer Letter; and

2.14.3 notify the other Party in accordance with clause 10.1 immediately if it receives any notice or request from the Technology Strategy Board.

2.15 No additional person may become a party to this Agreement without the written agreement of both the Company and the Institution (and the Funding Body) and unless the additional person, the Company 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 Schedule 2 unless the Parties unanimously agree otherwise in writing.][Each Party will keep complete and accurate accounts of its expenditure on the Project. The Company will pay the Financial Contribution to the Institution in accordance with Schedule 1 within [30][60] OR [90] days after receipt by the Company 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 Company will pay at the rate from time to time prescribed by law.

3.3 If the Company 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 Company will pay that interest to the Institution on demand.

3.4 [Except as set out in Schedule 2 [or the Proposal,] 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 Company may allow any Group Company and any person working for or on behalf of the Company or any Group Company to use the Institution's Background for the purpose of carrying out the Project.

4.3 The Company will own the Intellectual Property Rights in Results and may take such steps as it may decide from time to time, and at its own 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 action in respect of any alleged or actual infringement of any Intellectual Property Rights in the Results.

4.4 The Institution will ensure that the Associate and its employees and other students (if any) involved in the creation of the Results give the Company such assistance (except financial assistance) as the Company 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 The Institution will ensure that the Associate assigns (including making a prospective assignment where appropriate) all rights which he or she may have in the Results in order to be able to give effect to the provisions of this clause 4. Where any other third party such as a student or contractor is 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 To the extent that any Intellectual Property Rights in the Results is capable of prospective assignment, the Institution now assigns those Intellectual Property Rights to the Company; and to the extent any Intellectual Property Rights in the Results cannot be assigned prospectively, the Institution will assign those Intellectual Property Rights to the Company as and when they are created, at the request of the Company.

4.7 [The Company will provide the Institution with such information as the Institution may reasonably request from time to time to demonstrate that the Company is exploiting or is taking reasonable steps towards exploiting the Results. If the Company does not demonstrate that it is exploiting any of the Results or is taking reasonable steps towards exploiting them, the Company will, if requested to do so by the Institution, realign the Intellectual Property Rights in those Results to the Institution. The Company will notify the Institution if the Company decides not to proceed with the exploitation of any of the Results and will, if requested to do so by the Institution, realign the Intellectual Property Rights in those Results to the Institution.]

4.8 The Company grants the Institution a royalty-free, non-exclusive licence to use the Results for the purpose of carrying out the Project [and for Clinical Patient Care], but (except as permitted by clause 4.9) the Institution may not grant any sub-licence to use the Results.

4.9 Despite the provisions of clause 4.6, the Institution and each employee and student of the Institution will have the irrevocable, royalty-free right to use any of the Results ([except the following types of Result: [insert details]] for Academic and
Research Purposes[, including] OR [excluding] 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 (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 Company or any of the Results.

5.2 Subject to clause 5.3, the Institution will submit to the Company, in writing, details of any of the Results and any of the Company's Background which is Confidential Information which the Associate or any other 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 Company 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 Company's reasonable opinion, that delay is necessary in order to seek patent or similar protection for any of the Results or the Company's Background which is Confidential Information; or

5.2.2 prevent the Publication of any of the Results or any of the Company's Background which is Confidential Information and which, in each case, cannot be protected by patent or similar protection [or which can be protected by patent or similar protection but which the Company has chosen not to protect in that way].

The Company must give that Confidentiality Notice within [15] OR [30] days after the Company 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 Nothing in this Agreement will prevent the Associate submitting a thesis based on any of the Results or any of the Company's Background (or both) for a degree of the Institution, or the examination of that thesis by examiners appointed by the Institution, or the deposit of that thesis in a library of the Institution in accordance with the relevant procedures of the Institution. However, if the examination or deposit of the thesis would disclose any Result or any of the Company's Background which is Confidential Information, the Institution will notify the Company at least [30][60] OR [90] days before the thesis is due to be submitted, and the Company may, by giving notice to the Institution (a Thesis Notice) within [15] OR [30] days after the Company receives the Thesis Notice from the Institution, require any external examiners or readers of the deposited thesis to sign confidentiality undertakings as a condition of receipt of the thesis. If the Institution does not receive a Thesis Notice within that period, it may proceed with examination and deposit of the thesis.

OR

The Institution will follow the Institution's regulations for the submission for examination of any thesis which includes information about or derived from the Project. In any event the Institution will procure that the Associate will submit a draft of any such thesis to the Lead Academic and the Company's Supervisor at least [30][60] OR [90] days before the date for submission for examination. The Associate may not, without the Company's written consent, include any Result or any of the Company's Background which is Confidential Information in any thesis.

6. CONFIDENTIALITY

6.1 Without prejudice to any obligations of confidentiality in the Grant Offer Letter, 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 any of the Company'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.

6.2 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 third 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 has been 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
6.6 The Institution will not be in breach of any obligation to keep any of the Company's Background or any Results or any other information, confidential or not to disclose it to any third party, by:

6.6.1 [except in relation to the Company's Background which is the Company's Confidential Information,] Publishing any of the same 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

6.6.2 making them available to any student of the Institution who needs to know it 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, those Results and that information confidential.

6.7 Neither Party will use the other Party'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 Company in the Institution's Annual Report and similar publications[, and the Company 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 warranty[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 Company will indemnify the Institution, the Lead Academic, the Associate and every other employee and student of the Institution (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 Company’s use of any of the Results or any materials, works or information received from them pursuant to the terms of this Agreement, provided that the Indemnified Party must:

7.3.1 promptly notify the Company of details of the claim;
7.3.2 not make any admission in relation to the claim;
7.3.3 allow the Company to have the conduct of the defence and settlement of the claim; and
7.3.4 give the Company all reasonable assistance (at the Company’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, the 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, in each case, 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 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 Grant Offer Letter 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 which, by law, cannot be limited or excluded; or
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 made under or pursuant to this Agreement is made or will be made with full title guarantee.] OR In respect of any assignment of Intellectual Property Rights made under or pursuant to this Agreement, the assignors warrants to the assignee that:

7.10.1 the assignor has the right to dispose of the Intellectual Property assigned and that it will, at its own cost, do all that it reasonably can to give the title that it purports to give; and
7.10.2 the Intellectual Property Rights assigned are free from all charges and encumbrances and rights of any third party (except those of which the assignor is unaware or of which it could not reasonably be aware.)

7.11 In accordance with paragraph [insert number] of the Grant Offer Letter, the Parties acknowledge that the Technology Strategy Board does not give any warranty or guarantee in connection with the Results and will not have any liability for any loss or damage of any kind, whether arising out of negligence or otherwise, which is suffered by any person as a result of provision of the Results.

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, then Party will not be in breach of this Agreement because of that delay in performance. However, if the delay in performance lasts for 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:

...
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.

9.9 [The Company may terminate this Agreement at any time provided the Company complies with clauses 9.5 and 9.6, by giving not less than [3] months' notice to the Institution.]  

9.4 Clauses 1, 3, 4, 5, 6, 7, 8, 9, 9.5, 9.6, 9.7 and 10 will survive the completion of the Project Period 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, the Company 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 Company 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.

9.6 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 includes the costs of employing any Institution staff involved in the Project, the Company 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.

9.7 If the Company 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 Company 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:

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

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

For the Institution:  
Name:  
Address:  

For the Company:  
Name:  
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 Terms constitute 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 a Party may have to the other (or any right which a 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 Company in an attempt to resolve the issue within [14] days after the referral. 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** on behalf of the Institution: **SIGNED** on behalf of the Company:

Name: ……………………………………… Name: ………………………………………

Position: ……………………………………… Position: ………………………………………

Signature: ……………………………………… Signature: ………………………………………

[Read and understood by the Lead Academic Read and understood by the Company’s Supervisor]

Signature

Date

[Read and understood by the Associate]

Signature

Date

[Read and understood by the]
SCHEDULE 1
The Financial Contribution

SCHEDULE 2
The Project, the Proposal and the Joint Commitment Statement

- 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

Attach the Proposal and the Joint Commitment Statement
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 must have 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. (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 6 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 (the Data Processor) Processes any Personal Data on behalf of the other Party (the Data Controller), the provisions of this Schedule will apply.

1. The Party which carries out the Processing will be the Data Processor and the Party which determines the purpose of the Processing will be the Data Controller in relation to that Personal Data and the Data Processor will:
   1.1 Process that Personal Data in accordance with the Data Protection Legislation, affording to Data Subjects such rights and protections as they would have were their Personal Data being Processed by the Data Controller;
   1.2 Process that Personal Data only in accordance with the Data Controller’s instructions from time to time and only for the purpose of carrying out the Project;
   1.3 take such technical and organisational measures as may be appropriate to ensure the security of that Personal Data and the reliability of its employees, staff, officers and agents who may have access to, or be involved in, the Processing of that Personal Data. Without prejudice to the generality of the foregoing, it will keep that Personal Data secure from any unauthorised or accidental use, access, disclosure, damage, loss or destruction;
   1.4 give the Data Controller such information and assistance as the Data Controller reasonably requires in order to enable the Data Controller to meet its obligations to Data Subjects, in particular complying with Data Subjects’ requests for access to, information about, and the rectification of their Personal Data;
   1.5 notify the Data Controller immediately should it receive any request or enquiry from any Data Subject in relation to the Personal Data being Processed for the Data Controller, give the Data Processor such assistance in dealing with that request or enquiry as the Data Controller may reasonably request, and not respond to any such request or enquiry without first obtaining the Data Controller’s written consent;
   1.6 notify the Data Controller immediately of any actual or suspected breach of security which involves that Personal Data or breach of this paragraph 1; and
   1.7 not transfer that Personal Data outside the European Economic Area [to a territory which does not protect the rights and freedoms of Data Subjects] without first obtaining the Data Controller’s written consent.

2. The Data Processor will allow the Data Controller at all reasonable times to inspect and review the steps being taken by the Data Processor to comply with paragraph 1 above, and will give the Data Controller any assistance which the Data Controller reasonably requires with that inspection and review.
3. All expressions used in paragraph 1, 2, 4, 5 or 6 beginning with a capital letter (and not defined elsewhere in this Agreement) have the meaning given to them in the Data Protection Legislation.

4. The Parties will agree to any reasonable amendment to this Schedule to bring it into line with any amendment to or re-enactment of any Data Protection Legislation, in particular, but without limitation, to reflect any European General Data Protection Regulation introduced after the date of this Agreement, or to allow each of the Parties to comply with any requirement or recommendation of the Information Commissioner or any other data protection or supervisory authority in relation to the Processing of Personal Data.

5. Paragraphs 1 – 4 above (both paragraphs inclusive) will continue in full force and effect for so long as the Data Processor Processes any Personal Data on behalf of the Data Controller, notwithstanding the termination of this Agreement or the completion of the Project.

6. The Data Processor will indemnify the Data Controller and keep the Data Controller 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 the Data Processor of this Schedule.

OR

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

1. Each of the Parties will be a Data Controller in relation to those Personal Data and it will comply with the following in relation to any Personal Data which it Processes in connection with the Project. It will:

1.1 Process that Personal Data in accordance with the Data Protection Act 1998, affording to Data Subjects such rights and protections as they have under the Data Protection Act;

1.2 Process that Personal Data only for the purpose of carrying out the Project;

1.3 take such technical and organisational measures as may be appropriate to ensure the security of that Personal Data and the reliability of its employees, staff, officers and agents who may have access to, or be involved in, the Processing of that Personal Data. Without prejudice to the generality of the foregoing, it will keep that Personal Data secure from any unauthorised or accidental use, access, disclosure, damage, loss or destruction;

1.4 give the other Party such information and assistance as it reasonably requires in order to enable the other Party to meet its obligations to Data Subjects, in particular complying with Data Subjects' requests for access to, information about, and the rectification of their Personal Data;

1.5 notify the other Party immediately should it receive any request or enquiry from any Data Subject in relation to the Personal Data being Processed for the purpose of the Project, give the other Party such assistance in dealing with that request or enquiry as it may reasonably request;

1.6 notify the other Party immediately of any actual or suspected breach of security which involves that Personal Data or breach of this paragraph 1; and

1.7 not transfer that Personal Data outside the European Economic Area [to a territory which does not protect the rights and freedoms of Data Subjects] without first obtaining the other Party’s written consent.

2. Each Party will allow the other Party at all reasonable times to inspect and review the steps being taken by it to comply with paragraph 1 above, and will give the other Party any assistance which it reasonably requires with that inspection and review.

3. All expressions in paragraphs 1, 2, 4, 5 or 6 beginning with a capital letter (and not defined elsewhere in this Agreement) have the meaning given to them in the Data Protection Legislation.

4. The Parties will agree to any reasonable amendment to this Schedule to bring it into line with any amendment to or re-enactment of any Data Protection Legislation, in particular to reflect any European General Data Protection Regulation introduced after the date of this Agreement, or to allow each of the Parties to comply with any requirement or recommendation of the Information Commissioner or any other data protection or supervisory authority in relation to the Processing of Personal Data.

5. Paragraphs 1 – 4 above (both paragraphs inclusive) will continue in full force and effect for so long as a Party is a Data Controller or shares any Personal Data with the other Party, notwithstanding the termination of this Agreement or the completion of the Project.
[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:
   1.67 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;
   1.68 not use forced labour in any form (prison, indentured, bonded or otherwise);
   1.69 not require its employees to lodge papers or deposits on starting work;
   1.70 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;
   1.71 provide access to clean water, food, and emergency healthcare to its employees in the event of accidents or incidents in the workplace;
   1.72 not discriminate against any employee on any ground (including race, religion, disability or gender);
   1.73 not engage in or support the use of corporal punishment, mental, physical, sexual or verbal abuse;
   1.74 not use cruel or abusive disciplinary practices in the workplace;
   1.75 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;
   1.76 comply with the laws on working hours and employment rights in the countries in which it operates; and
   1.77 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:

55. 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;
56. 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;
57. have and maintain its own policies and procedures to ensure compliance with paragraphs 1 and 2 above;
58. follow and enforce the policies and procedures referred to in paragraph 3 above;
59. 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;
60. promptly report to the other Party any breach of this section of this Schedule of which it becomes aware;
61. provide such evidence of compliance with this section of this Schedule as the other Party may reasonably request from time to time;
62. 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
63. 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 Company's Policies and Procedures]

Each Party will comply with the following:

[Insert details]
本件契約は、2011年9月3日付けで、
(1) [所在地]に事務局事務所を有する[所在地]（以下「本件研究機関」という。）と、
(2) [所在地]において登記された会社であり（会社番号：[所在地]）、「所在地」の営業所を有する[所在地]（以下「本件共同研究者」という。）と、
との間に締結された。

背景

本件契約の当事者は、「[プロジェクト名を含む]」と締結した研究プロジェクトについて相互に協力することを希望している。

【技術戦略会議】は、以下に記載するオファレーターの条件に従い、両当事者が相互に協力することを規定する契約を締結することを条件に、当該プロジェクトに関連する書面を行う方針を表明した。

本件契約は、当該プロジェクトに関連する当事者間の協力について規定するものである。

1. 定義及び解釈

1.1 本件契約において、以下の表現は、右欄に記載の意味を有するものとする。

「学術的公表」機関誌若しくは電子リポジトリの内のアブストラクト、論文、または会議若しくはシンポジウムでのそれぞれの発表をいう。また、第5条及び第6条における「公表する」及び「公表」は、かかる公表又は発表を指すものと解釈される。

「本件契約」別紙を含む本書面で、その後第10.8項に従い随時修正されたものをいう。

「バックグラウンド」情報、データ、手法、ノウハウ、発明、発見、ソフトウェア及び資料（開示又は保存される形態は省略を問わない。）のうち、本件プロジェクトで使用するためにある当事者（上記が該当事者に帰属するものでかかる）に帰属するものであるかを問わない。）から他方の当事者に提供される（本件契約日の前後を問わない。）ものをいう（本件成果を除く。）。

「営業日」[イングランド]の銀行休業日又は祝日を除く月曜日から金曜日までをいう。
「本件監督者」
【氏名】又は第9.2項に従いその後に指名された者をいう。

「本件開始日」
【本件プロジェクトが開始する／開始された】日を指す。

「秘密情報」
各当事者の秘密の情報、即ち、本件プロジェクトで使用するためにある当事者から他の当事者に対して開示され（上記開示前又は開示時に秘密事項と特定される）たバッケラード（本件プロジェクト期間においてのみ）当該一当事者が知的財産権を保有しているところの本件成果、及び本件プロジェクトにおける使用のため又は本件契約に基づき当該一当事者から他の当事者に対して開示され（上記開示前若しくは開示時に秘密事項と特定された又はその性質上若しくは開示時の状況に鑑みて合理的に秘密事項であるものとみなされる）その他の情報をいう。

「支配」
株式の保存、契約その他の依り、他者の業務に指示を行う能力をいう。

「データ保護法令」
現在効力を有する1998年データ保護法、EUデータ保護指令、1998年調査権限規則、2003年電気通信（正当なビジネス慣行）（通信仮受）規則、EU電気通信保護指令、2003年プライバシー及び電気通信（EC指令）規則、今後施行予定の欧州一帯データ保護規則、当事者に適用される個人情報の処理及びプライバシーに関するその他の法律及び規則、並びに（適用がある場合は）情報通信システム又はその関連するデータ保護若しくは管理関係のガイダンス及び行動規範をいう。

「外部的経済支援」
本件プロジェクトのため又は本件プロジェクトにおいていずれかの当事者間の利用に至るため第三者によって行われる資金援助又は支援をいう。かかる第三者には国家機関又は公共団体を含むものに限られない。]

「本件事業分野」
【該当する事業分野を指す。】

「本件経済的支援」
別紙1に定める本件共同研究者によって提供される経済的な支援をいう。

「本件経済的支援主体」
【外部の経済支援を提供する主体の詳細を指す。】

「本件経済的支援条件」
【本件経済的支援主体が外部の支援を行う際の条件をいう。当該条件の定めを別紙3に定め本件契約に添付。】

「本件グローバルデータマネジメントプラクティス」
本件共同研究者を現時点で支配する若しくは現時点において本件共同研究者により支配されている事業体、又は現時点において本件共同研究者を支配する第三者により支配される事業体をいう。

「知的財産権」
特許権、発明権、商標、著作権、登録商標、著作権及び関連する権利、データベース権、意匠権、既存情報保護法の使用及び保有権利（いずれの場合も、当該権利の前留置を問わず、これに係る申請の実施及び受理、割譲、一部譲渡、分割譲渡、更新又は延長に係る権利、並びに上記に係る優先権を保有する権利を含む。）並びにいずれかの地域において個別に更新された権利の侵害に関連する訴訟の全てを含むものとする。

「本件キーパーソン」
本件主要研究者、本件指導者及び本件プロジェクトプランで特定するその他のキーパーソンをいう。

「ノウハウ」
特許化されていない技術情報（発明、発見、構想、技法、モデル、研究及び開発及び検査の手続き、実験及び検査及び試験の結果、製造に工程及び技術手法、作業、従業員データ、分析、報告書及び提出物に関連する情報等を含む。）であって、公知となっていないものをいう。

「本件実施地」
本件プロジェクトプランの定めにより、本件プロジェクトが実施される場所をいう。

「当事者」
本件研究機関又は本件共同研究者及び第2.14項に従って本件契約の当事者を、個別に又は総称していう。

「本件主要研究者」
【該当事者の氏名を指す。】
又は第9.2項に定める名前を特に定められた者の役職者をいう。

「本件プロジェクト」
本件プロジェクトプランに記載のプロジェクトをいう。

「本件プロジェクトマネージャー」
本件主要当事者によって臨時プロジェクトマネージャーに選任され（且つ本件経済的支援条件に基づき本件経済的支援主体によって承認される）個人をいう。

「本件プロジェクト期間」
【第2.1項に定める期間をいう。】

「本件プロジェクトプラン」
本件契約の別紙2として添付されるプロジェクトプランをいう（本件契約及び本件経済的支援条件）の条件に従って調製される。】

Lambert Collaboration Agreement 1 (final) 3

Lambert Collaboration Agreement 1 (final) 4
「本件事由」
本件プロジェクトの過程で特定され、初めて実現され若しくは書面にまとめられ又は開発された情報、データ、手法、ソフツウェア及び資料の全てをいう（開示又は保存される形態又は媒体を問わない）。

「本件地域」
【世界全域】又は【該当する地理的領域を指す。】

「変更契約」
当事者及び本件契約の新当事者の候補者により又は当該者のために異名された書面による契約をいう。

「付加価値税」
1994年付加価値税法に基づき課課される付加価値税又はこれに代わる税金をいう。

1.2 本件契約の見出しは、参照上の便宜に資する目的に限るものであり、本件契約の構成又は解釈には影響を及ぼさない。
1.3 本件契約において、ある者への言及には、自然人、法人又は人格のない社団（個別の法人格の有無を問わない。）が含まれるものとする。
1.4 本件契約において、法律又は法律の規定への言及は、その随時の改正、延長又は再制定を含むものとし、さらに、当該法律又は法律の規定について随時制定される一切の下位立法を含むものとする。
1.5 本件契約において、「書面による」又は「書面の」という表現には、電子メールが含まれるものとする。
1.6 本件契約において、他の契約又は文書への言及は、その随時の変更又は更新（いずれの場合も、本件契約に違反しているものを除く。）を含めた当該他の契約又は文書への言及であるものとする。
1.7 本件契約において、条項及び別紙への言及は、本件契約の条項及び別紙への言及であるものとし、パラグラフへの言及は、関係する別紙のパラグラフへの言及であるものとする。
1.8 本件契約において、「含まれる」、「含む」若しくは「とりわけ」という表現又は類似の表現を伴って使用される用語は、あるものを例示するものと解釈されるものとし、当該表現に先立つ用語の内容を限定するものではない。
1.9 本件共同研究者のグループ会社による行為及び不起訴は、本件共同研究者の管理下にあるものとみなされものとし、本件共同研究者の学生の行為及び不起訴は、当該学問機関の管理下にあるものとみなされるものとし、下請業者の行為及び不起訴は、当該下請業者に業務を委託した当事者等に管理下にあるものとみなされる。
1.10 本件経済の支援条件において定義され、本件経済において定義されている事項及び表現は、本件契約において使用される場合、本件経済支援条件において定義される意味を有するものとする。
1.11 本件契約の規定と本件経済支援条件の規定の間の類似がある場合、当事者間の調和のために本件契約が優先するものとするが、その場合も本件経済支援条件に基づく本件経済支援主体に対する当事者の義務は影響を受けないものとする。
2.10 各当事者は、他方の当事者に対して、自然とその規模に従い完全な権利及び権利の有無を示しており、また本件の契約の条件及び履行を可能ならしめるために全ての必要な行為を行い、且つ全ての権限、ライセンス、同意及び承諾を取得すること（並びに本件経済的支援条件に違反していないこと）を保証する。 

2.11 本件プロジェクトに関し得てあるが[生物由来又は化学]物質を、他方の当事者に提供することに同意した場合、当該提供に関して当事者間で別途締結される物質移動合意書の条件が適用される。 

2.12 当事者により本件経済的支援条件が受領されていない場合、本件契約は、本件経済的支援条件又は外的経済支援の申出の日付から30日以内に当事者間が本件経済的支援条件を受領するかを条件とする。 

2.13 当事者間において、本件経済の支援条件及び本件経済支援の条件が、当該負担を直ちに他の当事者に通知する。 

2.14 本件共同研究者及び本件研究機関【及び本件経済支援の主体】の書面に同意のないかぎり、また、新たな本件共同研究者及び本件研究機関との間で変更契約を締結しない限り、当該新たな本件契約の当事者とすることはできない。 

3. 経済的支援及び経済的支援の条件 

3.1 本件共同研究者及び本件研究機関【及び本件経済支援の主体】の書面に同意のないかぎり、また、新たな本件共同研究者及び本件研究機関との間で変更契約を締結しない限り、当該新たな本件契約の当事者とすることはできない。 

3.2 付加価値税の控除が適用されない限り、本件契約に基づく本件研究機関に支払われる全ての金額には、本件共同研究者が国税法律に規定される税金を支払う為の価格増税は含まれるものとする。 

3.3 本件共同研究者が本件契約に基づく本件研究機関への支払いを免れた場合には、本件研究機関は、自らに適用される他の権利又は救済手段を認めることなく、未払金の金額について、【臨時適用される5ヶ月ユーロ銀行関係年金【4％を上乗せした利金により】算出】 [1998年商事消費者保護]（利益）注] （2013年商事消費者保護規定により改正）に基づき、日次で発生する、何らかの判断が下される前及び発生において利息を請求することができる。当該金利は、支払期日又は支払期間の末日から実際の支払日（共に同一日を含む。）までの期間について計算され、四半期ごとに複利計算される。本件共同研究者は、要請があり次第、当該利息を本件研究機関に支払うものとする。 

4. 知的財産権の使用及び任意 

4.1 本件契約は、本件成果が該当しないバッケグラウンド又はその他の技術、意匠、著作物、発明、ソフトウェア、データ、手法、ノウハウ若しくは資料についての知的財産権の帰属に影響を及ぼさないものとする。それらに関する知的財産権は、本件プロジェクトに対してそれを提供する当事者（又はそのライセンサー）の財産であり続けるものとする。本件契約において明示的に規定された権利を除き、本件契約は、知的財産権を使用するためのライセンスを付与し又はかかるライセンスの付与を暗示的に意味することはないものとする。 

4.2 各当事者は、他方の当事者に対して、本件プロジェクトを実行する目的で自助のバッケグラウンドを使用するためにのライセンス、支払いを含む非独占的なライセンスを付与する。いずれの当事者も本件共同研究者が、そのグループ会社及び当該商業的当事者若しくはグループ会社に対して又は当該商業的当事者若しくはグループ会社に対し役務を付与する者に対し、本件プロジェクトを実行する目的においてある当事者のバッケグラウンドを使用することを認めた場合を除いて本件研究機関のバッケグラウンドの使用に係るライセンスを付与してはならない。 

4.3 本件研究機関は、当該本件成果における知的財産権の保有を有するものとし、当該当事者が当該本件成果における知的財産権を登録し、保護するために遅滞なく決定する手段（本件成果に係る特許出願申請及び遅延、並びに当該知的財産権の侵害又は侵害についての訴訟の提起を含む。）を自らの費用負担において講じることができる。 

4.4 本件共同研究者は、本件成果の創出に関与する自己又はグループ会社の従業員が、本件研究機関に対して当該当事者自らの本件成果に基づき知的財産権の保有を有するものとする。当該当事者は、当該本件成果における知的財産権を登録することを、当該当事者自らの費用負担において講じることを可能とする。当該当事者に、当該本件成果における知的財産権の侵害又は侵害に関する訴訟の提起を含む。 

4.5 学術的な公表の影響 

4.5.1 本件プロジェクトは、主に公表目的において、すなわち、指導及び研究を通じた教育の発展を目的として、本件研究機関によって実施されるものである。したがって、本件契約の他の規定にかかわらず、本件研究機関は、公表の目的で、本件プロジェクトの成果を公表することがある。
7.3 第 7.7.1 項に従うことを条件として、本件共同研究者及び本件研究機関（以下「被免責任者」という。）は、本件契約に従って免責事由が他方当事者（当該者及びその従業員及び学生（以下、総称して「被発責任者」という。））から受領した本件成果及び資料、著作物又は情報を使用したことにより取って発生した責任又は損害に対して、免責事由を完全かつ実質的に免責し続けるものとする。但し、被発責任者は、
7.3.1 免責事由に対して速やかに当該請求の詳細を通知し、
7.3.2 当該請求に関しいかなる認否も行わず、
7.3.3 当該請求に基づき免責事由及び費用を免除するために合理的な手段を講じ、
7.3.4 免責責任者が当該請求に基づき免責事由及び費用を免除するために合理的な手段を講じることを認め、且つ
7.3.5 免責事由に基づき当該請求に基づき免責事由及び費用を免除するために合理的な手段を講じることを認め、且つ

7.7.7 項及び第 7.8 項に従うことを条件として、各当事者間の、請求があった案件、自身の契約、他の連携又は関与に関係する又は関連する案件、費用、契約及び費用について他方の当事者を免責し、完全かつ実質的に免責し続けるものとする。
7.7.8 項及び第 7.8 項に従うことを条件として、各当事者間の、請求があった案件、自身の契約、他の連携又は関与に関係する又は関連する案件、費用、契約及び費用について他方の当事者を免責し、完全かつ実質的に免責し続けるものとする。

Lambert Collaboration Agreement 1 (final) 11
Lambert Collaboration Agreement 1 (final) 12
7.7.1 第7.3項で定める免責補償の場合は、合計で$1,000をも含めないものとし。ポンドを超えないものとし。
7.7.2 第7.4項で定める免責補償の場合は、合計で$10,000をも含めないものとし。
7.7.3 [本件の経済的支援条件のうち最も重要な条件の合計額を超えないものとのし。]
7.8 本件契約のいかなる規定も、当事者間の以下に規定される責任を制限又は除外するものではない。
7.8.1 不注意により生じた死亡若しくは他人傷害、
7.8.2 詐欺、若しくは法律によって制限若しくは除外することができる権利、
7.8.3 [本件契約の故意の違反によって生じた損失若しくは損害]

7.9 本件契約の当事者による明示的な契約及び保証は、法令、コンセント、慣習法、慣行、取引過

8. 不可抗力
合理的な期待できない状況により、一方の当事者による本件契約に基づく義務の履行（支払債務の履行を

9. 終了
9.1 いずれかの当事者は、他方の当事者に以下に該当する場合には、当該他方の当事者に通知するこ

9.1.1 本件契約の規定に違反し、（当該他方の当事者が是正を有しているにもかかわらず）

9.1.2 支払い不能となった場合、清算（支払い能力の有する契約書との裏面を目的とした

9.1.3 別紙[若しくは別紙7]に違反した場合。
9.2 各当事者は、当該当事者によって選定された本件キャビンの本件プロジェクトに引き続き開

Lambert Collaboration Agreement 1 (final)

13

14
別紙 2
本件プロジェクトプラン

プロジェクト名
プロジェクトの目的
実施地
各当事者が提供するバックラウンド/資料
各当事者が実行する職務
タイムテーブル
各当事者が提供する人材、施設及び装置
予想される本件成果
各当事者の本件キーパーソン
外部的経済支援の配分
【装置の帰属】
その他の条件

別紙 3
本件経済的支援条件
別紙４

本件グッドデータマネジメントプラクティス

1. 研究データは、信頼できる科学的な技法及び過程を用いて形成しなければならない。
2. 研究データは、善き科学的慣行（good scientific practices）に従い、かかる研究を実施した者により正確に記録されなければならない。
3. 研究データは、適切に、公平に、かつ善き科学的慣行（good scientific practices）に従い分析しなければならない。
4. 研究データ及び本件成果は、安全に保管され、容易に取り出すことができる状態でなければならない。
5. 研究の実施中にされた主要な決定、かかる研究に関する発表及びかかる研究に関して主張された事実を容易に証拠し再構築することができるよう、データ証拠を保存しておくなければならない。
6. 各当事者は、他方の当事者が上記活動及び手続きを遵守していることを検証する目的で、少なくとも[30]日前に書面で通知することにより、当該他方の当事者を視察する権利を有する。

別紙５

1. 各当事者は、本件プロジェクトに関連して、
1.1 2010年悪用規制法を含め、自ら又は自らの活動に適用され、かつ悪用規制の防止若しくは腐敗防止（又は両方）に関連している全ての法律、制度及び規則を遵守し、
1.2 本件プロジェクトが英国で実行される場合には、2010年悪用規制法の第1条、第2条又は第6条の違反に該当する行為を一切行わなければならず、
1.3 パラグラフ1.1及び1.2の遵守を確保するための方針及び手続き（2010年悪用規制法の第7(2)項に従って決定された適切な手続き、及び同法第9条に従い発行された指針を含む。）を有し、
1.4 パラグラフ1.3に言及される方針及び手続きに従い、且つこれらを執行し、
1.5 いかなる種類のものであっても、不当な経済的又はその他の利益の請求又は要求を受けた場合には、他方の当事者に対して速やかにこれを報告し、
1.6 他方の当事者が随時合理的に請求した場合には、本明細を遵守している旨の証拠を提供し、
1.7 本件契約及び本件プロジェクトに関連して発行された全ての支払い、並びに本明細を遵守するために講じられた全ての手続きを維持するために正しい全ての記録及び会計帳簿を維持、（当該記録及び会計帳簿は、当該当事者が本明細の遵守状況を確認するためにあたって十分なものでなければならない。）また、
1.8 要求があった場合、通常の営業時間内に、他方の当事者が当該記録及び会計記録にアクセスし、その写しを作成すること、及び本明細の遵守状況を確認するためにその従業員と協議することを認めるものとする。
2. 各当事者は、自らの関係者（その関係者は、2010年悪用規制法第8条及び同法第4条に従い決定される。）である本件プロジェクトに関与している者が、本明細において当該当事者に課せられているものと同等の条件を課している書面の契約書に基づいてのみ関与するようにする。
3. 各当事者は、パラグラフ2で言及する者が本明細で課している条件と同等の条件を遵守するようにし、かかる者が当該条件のいずれかに違反した場合には他方の当事者に対して責任を負うものとする。
4. 当事者の関係者には、従業員、学生、グループ会社並びに再委託先及びそれらの代表社員を含む。
別紙6
データ保護
一方の当事者（以下「データ取扱者」という。）が他方の当事者（以下「データ管理者」という。）に代わり、個人情報を取り扱う場合には、個別紙の規定が適用される。

1. 個人情報に関して、取扱を行う当事者をデータ取扱者とし、また、当該取扱いの目的を決定する当事者をデータ管理者とする。データ取扱者は、

1.1 データ保護法に従って個人情報を取り扱い、データ主体に対してそれらの個人情報が
データ管理者に取り扱われているような権利及び保護を認められ、

1.2 隨時データ管理者の指示に従って、本件プロジェクトを実行する目的においてのみ個
人情報を取り扱い、

1.3 かかる個人情報の安全性、及びかかる個人情報の取扱いを活用できずは取扱いに関
与できる自らの従業員、スタッフ、役員及び代理人の信頼性を確保するためには適応と思
われる技術的及び組織的な対策を講じ、データ取扱者は前述の一般性を損うこととな
く、かかる個人情報の権限のない又は偽装的な使用、アクセス、開示、損傷、失効し
くは破壊から安全に保護するものとし、

1.4 データ管理者がデータ主体に対する義務（特に、データ主体が自らの個人情報へのアク
セス及びかかる個人情報の修正を応じること）を履行することができるよう合理的に要
求する情報及び支援をデータ管理者に対し提供し、

1.5 データ管理者のための取扱いの中の個人情報に関して、いずれかのデータ主体から何ら
かの要求又は問い合わせを受けた場合には、直ちにこれをデータ管理者に通知し、データ
管理者が合理的に要求する場合には、データ管理者がかかる要求又は問い合わせに対
応するための支援を行い、データ管理者の書面による同意を求めることがない場合にかかる要
求又は問い合わせに対応してはならず、

1.6 かかる個人情報に関する安全性に実際の違反があった場合、若しくは違反が疑われる場
合、又は本パラグラフ1に違反があった場合には、直ちにデータ管理者に通知、また、

1.7 データ管理者の書面による同意を求めることがなく、当該個人情報を欧州経済地域の域
外であってデータ主体の権利及び自由が保護されない地域に移転してはならない。

2. データ取扱者はデータ管理者に対し、自らが前パラグラフ1を遵守するために講じた対策を合理
的かつ迅速に検査及び調査することを認め、データ管理者がある検査及び調査について合理的に求
める支援を当該データ管理者に対して提供するものとする。

3. パラグラフ1、2、3、4、5又は6で使用された文系に開始される表現（「データ取扱者（Data
Processor）」、「取扱う（Process）」、「個人情報（Personal Data）」、「処理
（Processing）」、「データ主体（Data Subjects）」）で、及び本件契約の他で定
義されていないもの）は、全て、データ保護法においてそれらに付された意味を有するものと
する。

4. 本件契約の終了又は本件プロジェクトの完了又は本件契約の他で定義されていないもの）
及び本件契約の他で定義されていないもの）は、全て、データ保護法においてそれらに付された意味を有するものと
する。

5. 本件契約の終了又は本件プロジェクトの完了に関わらず、前パラグラフ1乃至4の条項を含
む。又は、データ取扱者がデータ管理者に代わり個人情報を取扱っている限り、継続して効力
を有するものとする。

6. データ取扱者は、自らが本別紙に違反したことを原因として又はその違反に関連して発生した全
ての経済、要求、要求及び督促について、要求があり次第データ保護者を発生し、また、全
てに従つ効果的に発生し続けるものとする。

威いは、
両当事者が本件プロジェクトの過程で又は本件プロジェクトの目的で取扱われる個人情報についてそ
の取扱い目的を決定する場合には、個別紙の規定が適用される。

1. 各当事者は、かかる個人情報についてデータ管理者となり、本件プロジェクトに関して自らが取
扱う個人情報について以下に掲げる事項を遵守する。各当事者は、

1.1 1998年データ保護法に従って個人情報を取り扱い、データ主体がデータ保護法下で有
する権利及び保護をデータ主体に与えるものとし、

1.2 本件プロジェクト実行の目的においてかかる個人情報を取り扱い、

1.3 かかる個人情報の安全性、及びかかる個人情報の取扱いを活用できずは取扱いに関
与できる自らの従業員、スタッフ、役員及び代理人の信頼性を確保するためには適応と思
われる技術的及び組織的な対策を講じ、各当事者は前述の一般性を損うことなく、
かかる個人情報の権限のない又は偽装的な使用、アクセス、開示、損傷、失効若しくは
破壊から安全に保護するものとし、

1.4 他の当事者がデータ主体に対する義務（特に、データ主体が自らの個人情報へのアク
セス及びかかる個人情報の修正を応じること）を履行することができるよう合理的に要
求する情報及び支援を他の当事者に提供し、

1.5 本件プロジェクトのための取扱いの個人情報に関して、いずれかのデータ主体から何ら
かの要求又は問い合わせを受けた場合には、直ちに他の当事者に通知し、かかる
他の当事者が合理的に要求する場合には、当該他の当事者がかかる要求又は問い合わせに対
応する支援を行い、

1.6 かかる個人情報に関する安全性に実際の違反があった場合、若しくは違反が疑われる場
合、又は本パラグラフ1に違反があった場合には、直ちにデータ管理者に通知、また、

1.7 他の当事者の書面による同意を求めることがなく、当該個人情報を欧州経済地域の域
外であってデータ主体の権利及び自由が保護されない地域に移転してはならない。

2. 各当事者は他の当事者に対し、自らが前パラグラフ1を遵守するために講じた対策を合理的な
時間に検査及び調査することを認め、かかる他の当事者からかかる検査及び調査について合理的に求
める支援を当該他の当事者に対して提供するものとする。
3. パラグラフ 1, 2, 4, 5 又は 6 で使用された大文字で開始される表現（「データ取扱者（Data Processor）」、「取扱う（Process）」、「個人情報（Personal Data）」、「取扱い（Processing）」、「データ主体（Data Subjects）」）（であり、且つ本件契約の他章でも定義されていないもの）は全て、データ保護法令においてそれらに付された意味を有するものとする。

4. 本件契約日の後になされたいずれかのデータ保護法令（特に欧州一般データ保護規則）の修正又は再制定に合致させる目的で、又は個人情報の取扱いに関して情報コミッショナー又はその他のデータ保護当局若しくは監督当局の要求又は懲罰に両当事者が対応することができる目的で、両当事者は、本契約についての合理的な修正を行うことを合意するものとする。

5. 本件契約の終了又は本件プロジェクトの完了に関わらず、前パラグラフ 1 乃至 4（両条項を含む。）は、一方の当事者がデータ管理者である又は他方の当事者と何らかの個人情報を共有している限り、継続して効力を有するものとする。

第 1 部 人権

1. 法律により要求される又は禁止される場合を除き、各当事者は、本件契約の履行に関連して、

1.1 児童により行われる作業が当該児童の成長を身体的又は精神的に妨げることが合理的に予想される状況において、児童を雇用、採用又は使用してはならない。

1.2 いかなる帳簿の強制労働（監禁、年季強制労働、奴隷労働等）も行わなければならず、

1.3 その従業員に対して、就業開始時に書類の提出又は保証金の差入れを要求してはならず、

1.4 従業員にとって当面の危険のない安全且つ健康的な職場を提供し当該当事者が従業員に宿泊設備を提供する場合は、当該宿泊設備は、居住するたびに安全なものとし、

1.5 職場において災害又は事故が発生した場合に従業員に対して清潔な水、食料及び救急医療を提供し、

1.6 いかなる理由（人種、宗教、障害又は性別を含む。）によっても従業員を差別せず、

1.7 体罰、精神的、肉体的、性格的若しくは言葉による虐待を行わね、又はこれを支持せず、

1.8 職場において残酷又は虐待的な懲罰行為を行わね。

1.9 各従業員に対して、少なくとも最低賃金又は業界において一般的な額に相当する賃金（のいずれかを高い方）を支払い、各従業員に対して法律に規定される一切の給付を支払い、

1.10 当該当事者が事業を行う国における最低賃金及び雇用権利に関する法律を遵守し、

1.11 従業員による独立の労働組合の加入権及び労働組合の総合の自由を尊重するものとする。

2. 各当事者は、各自のサプライチェーンの管理に責任を負うこと、並びに当該当事者が本件契約に基づく義務を履行する際に使用する物品及びサービスの供給業者による倫理基準の遵守及び人権の尊重を促すことに対応する。

3. 各当事者は、自身がこれまでに倫理及び人権に関する方針並びに当該方針の違反に反するための適切な苦情処理手続きを遵守してきたこと、また今後もこれを遵守することを保証するものとする。

第 2 部 反奴隷制度

各当事者は、本件プロジェクトに関連して、

1. 自身又はその事務に適用され、且つ反奴隷法及反人身売買に関する一切の法律、規則及び規制（2015 年現代奴隷法を含む。）を遵守し、

2. 本件プロジェクトが英国において実施される場合は、2015 年現代奴隷法の第 1 条、第 2 条又は第 4 条の違反に相当する行為を行わず、
第3章 本件共同研究者の方針及び手順

各当事者は、以下の事項を遵守するものとする。

【詳線を挿入する。】

（シナリオ本件研究機関は本件成果を所有し、また、本件成果を使用するための非独占的なライセンスを本件共同研究者に対し付与する。本件共同研究者は、本件研究機関に対し独占的なライセンスについて交済を求める権利を有している。）
328

⌧ᅾຠຊࢆ᭷ࡍࡿ 1998 ᖺࢹ࣮ࢱಖㆤἲࠊEU ࢹ࣮ࢱಖ
ㆤᣦ௧ࠊ2000 ᖺㄪᰝᶒ㝈つไἲࠊ2000 ᖺ㟁Ẽ㏻ಙ
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ಙ㸦EC ᣦ௧㸧つ๎ࠊ௒ᚋ᪋⾜ணᐃࡢḢᕞ୍⯡ࢹ࣮ࢱಖ
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㐃ࡍࡿࢹ࣮ࢱಖㆤⱝࡋࡃࡣ⟶⌮ᶵ㛵ࡢ࢞࢖ࢲࣥࢫཬࡧ
⾜ືつ⠊ࢆ࠸࠺ࠋ
ࠕࢹ࣮ࢱಖㆤἲ௧ࠖ

ᶵ㛵ㄅཪࡣ㟁Ꮚ࣏ࣜࢪࢺࣜࡢ୰࡛ࡢ࢔ࣈࢫࢺࣛࢡࢺࠊ
グ஦ཪࡣㄽᩥࡢබ⾲ࠊ఍㆟ཪࡣࢭ࣑ࢼ࣮࡛ࡢࡑࢀࡽࡢ
Ⓨ⾲ࢆ࠸࠺ࠋࡲࡓࠊ➨ 5 ᮲ཬࡧ➨ 6 ᮲࡟࠾ࡅࡿࠕබ⾲
ࡍࡿࠖཬࡧࠕබ⾲ࠖࡣࠊ࠿࠿ࡿබ⾲ཪࡣⓎ⾲ࢆᣦࡍࡶ
ࡢ࡜ゎ㔘ࡉࢀࡿࠋ

◊✲[㸦[㝖እࡉࢀࡿෆᐜࢆグ㍕ࡍࡿࠋ] ࢆ㝖ࡃࠋ㸧ࠊᣦ
ᑟ[ࠊཬࡧ] ᩍ⫱[୪ࡧ࡟⮫ᗋᝈ⪅⟶⌮] ࢆ࠸࠺ࠋ

ู⣬ࢆྵࡴᮏ᭩㠃࡛࠶ࡾࠊࡑࡢᚋ➨ 10.8 㡯࡟ᚑ࠸㝶᫬
ಟṇࡉࢀࡓࡶࡢࢆ࠸࠺ࠋ

᝟ሗࠊࢹ࣮ࢱࠊᡭἲࠊࣀ࢘ࣁ࢘ࠊⓎ᫂ࠊⓎぢࠊࢯࣇࢺ
࢙࢘࢔ཬࡧ㈨ᩱ㸦㛤♧ཪࡣಖᏑࡉࢀࡿᙧែཪࡣ፹యࢆ
ၥࢃ࡞࠸ࠋ㸧ࡢ࠺ࡕࠊᮏ௳ࣉࣟࢪ࢙ࢡࢺ࡛౑⏝ࡍࡿࡓ
ࡵ࡟࠶ࡿᙜ஦⪅㸦ୖグࡀᙜヱᙜ஦⪅࡟ᖐᒓࡍࡿࡶࡢ࡛
࠶ࡿ࠿ࠊ➨୕⪅࡟ᖐᒓࡍࡿࡶࡢ࡛࠶ࡿ࠿ࢆၥࢃ࡞
࠸ࠋ㸧࠿ࡽ௚᪉ࡢᙜ஦⪅࡟ᥦ౪ࡉࢀࡿ㸦ᮏ௳ዎ⣙᪥ࡢ
๓ᚋࢆၥࢃ࡞࠸ࠋ㸧ࡶࡢࢆ࠸࠺㸦ᮏ௳ᡂᯝࢆ㝖
ࡃࠋ㸧ࠋ

ࠕᏛ⾡◊✲┠ⓗࠖ

ࠕᮏ௳ዎ⣙ࠖ

ࠕࣂࢵࢡࢢࣛ࢘ࣥࢻࠖ

ᮏ௳ዎ⣙࡟࠾࠸࡚ࠊ௨ୗࡢ⾲⌧ࡣࠊྑḍ࡟グ㍕ࡢព࿡ࢆ᭷ࡍࡿࡶࡢ࡜ࡍࡿࠋ

1.1

ࠕᏛ⾡ⓗබ⾲ࠖ

ᐃ⩏ཬࡧゎ㔘

1.

ᮏ௳ዎ⣙ࡣࠊᙜヱࣉࣟࢪ࢙ࢡࢺ࡟㛵㐃ࡍࡿᙜ஦⪅㛫ࡢ༠ຊ࡟ࡘ࠸࡚つᐃࡍࡿࡶࡢ࡛࠶ࡿࠋ

29

[ヱᙜࡍࡿ஦ᴗศ㔝ࢆᤄධࡍࡿࠋ] ]
ู⣬ 1 ࡟ᐃࡵࡿᮏ௳ඹྠ◊✲⪅࡟ࡼࡗ࡚ᥦ౪ࡉࢀࡿ⤒
῭ⓗ࡞㈉⊩ࢆ࠸࠺ࠋ
[እ㒊ⓗ⤒῭ᨭ᥼ࢆᥦ౪ࡍࡿ୺యࡢヲ⣽ࢆᤄධࡍࡿࠋ] ]
[ᮏ௳⤒῭ⓗᨭ᥼୺యࡀእ㒊⤒῭ⓗᨭ᥼ࢆ⾜࠺㝿ࡢ᮲௳
ࢆ࠸࠺ࠋᙜヱ᮲௳ࡢ෗ࡋࢆู⣬ 3 ࡜ࡋ࡚ᮏ௳ዎ⣙࡟ῧ

[ࠕᮏ௳஦ᴗศ㔝ࠖ
ࠕᮏ௳⤒῭ⓗ㈉⊩ࠖ

[ࠕᮏ௳⤒῭ⓗᨭ᥼୺యࠖ
[ࠕᮏ௳⤒῭ⓗᨭ᥼᮲௳ࠖ

ᮏ௳ࣉࣟࢪ࢙ࢡࢺࡢࡓࡵཪࡣᮏ௳ࣉࣟࢪ࢙ࢡࢺ࡟࠾࠸
࡚࠸ࡎࢀ࠿ࡢᙜ஦⪅ࡢ฼⏝࡟㈨ࡍࡿࡓࡵ࡟➨୕⪅࡟ࡼ
ࡾ⾜ࢃࢀࡿ㈨㔠᥼ຓཪࡣᨭ᥼ࢆ࠸࠸ࠊ࠿࠿ࡿ➨୕⪅࡟
ࡣᅜᐙᶵ㛵ཪࡣබඹᅋయࢆྵࡴࡀࡇࢀࡽ࡟㝈ࡽࢀ࡞
࠸ࠋ]

ᰴᘧࡢಖ᭷ࠊዎ⣙ࡑࡢ௚࡟ࡼࡾࠊ௚⪅ࡢᴗົ࡟ࡘࡁᣦ
♧ࢆ⾜࠺⬟ຊࢆ࠸࠺ࠋ

ࠕᨭ㓄ࠖ

[ᢏ⾡ᡓ␎఍㆟ࡣࠊ௨ୗ࡟グ㍕ࡍࡿ࢜ࣇ࢓࣮ࣞࢱ࣮ࡢ᮲௳࡟ᚑ࠸ࠊୟࡘ୧ᙜ஦⪅ࡀ┦஫࡟༠ຊࡍ
ࡿࡇ࡜ࢆつᐃࡍࡿዎ⣙ࢆ⥾⤖ࡍࡿࡇ࡜ࢆ᮲௳࡟ࠊᙜヱࣉࣟࢪ࢙ࢡࢺ࡟㛵㐃ࡍࡿチㅙࢆ⾜࠺᪉㔪ࢆ
⾲᫂ࡋࡓࠋ]

ᮏ௳ዎ⣙ࡢᙜ஦⪅ࡣࠊࠕ[ࣉࣟࢪ࢙ࢡࢺྡࢆᤄධ] ࡍࡿࠋ ࠖ࡜㖭ᡴࡗࡓ◊✲ࣉࣟࢪ࢙ࢡࢺ࡟ࡘ࠸
࡚┦஫࡟༠ຊࡍࡿࡇ࡜ࢆᕼᮃࡋ࡚࠸ࡿࠋ

⫼ᬒ

[ࠕእ㒊ⓗ⤒῭ᨭ᥼ࠖ㻌

ྛᙜ஦⪅ࡢ⛎ᐦࡢ᝟ሗࠊ༶ࡕࠊᮏ௳ࣉࣟࢪ࢙ࢡࢺ࡛౑
⏝ࡍࡿࡓࡵ࡟࠶ࡿᙜ஦⪅࠿ࡽ௚ࡢᙜ஦⪅࡟ᑐࡋ࡚㛤♧
ࡉࢀ[ࠊୟࡘ㛤♧๓ཪࡣ㛤♧᫬࡟⛎ᐦ஦㡯࡜≉ᐃࡉࢀ]
ࡓࣂࢵࢡࢢࣛ࢘ࣥࢻࠊ㸦ᮏ௳ࣉࣟࢪ࢙ࢡࢺᮇ㛫࡟࠾࠸
࡚ࡢࡳ㸧ᙜヱ୍ᙜ஦⪅ࡀ▱ⓗ㈈⏘ᶒࢆಖ᭷ࡋ࡚࠸ࡿ࡜
ࡇࢁࡢᮏ௳ᡂᯝࠊཬࡧᮏ௳ࣉࣟࢪ࢙ࢡࢺ࡟࠾ࡅࡿ౑⏝
ࡢࡓࡵཪࡣᮏ௳ዎ⣙࡟ᇶ࡙ࡁᙜヱ୍ᙜ஦⪅࠿ࡽ௚ࡢᙜ
஦⪅࡟ᑐࡋ࡚㛤♧ࡉࢀ[ࠊୟࡘ㛤♧๓ⱝࡋࡃࡣ㛤♧᫬࡟
⛎ᐦ஦㡯࡜≉ᐃࡉࢀࡓཪࡣࡑࡢᛶ㉁ୖⱝࡋࡃࡣ㛤♧᫬
ࡢ≧ἣ࡟㚷ࡳ࡚ྜ⌮ⓗ࡟⛎ᐦ஦㡯࡛࠶ࡿࡶࡢ࡜ࡳ࡞ࡉ
ࢀ] ࡿࡑࡢ௚ࡢ᝟ሗࢆ࠸࠺ࠋ

ࠕ⛎ᐦ᝟ሗࠖ

࡜ࡢ㛫࡟⥾⤖ࡉࢀࡓࠋ

[ᮏ௳ࣉࣟࢪ࢙ࢡࢺࡀ[㛤ጞࡍࡿ㸭㛤ጞࡉࢀࡓ] ᪥ࢆᤄධ
ࡍࡿࠋ]

ࠕᮏ௳㛤ጞ᪥ࠖ

[ [࢖ࣥࢢࣛࣥࢻ ] ࡟࠾࠸࡚Ⓩグࡉࢀࡓ఍♫࡛࠶ࡾ㸦఍♫␒ྕ㸸[␒ྕࢆᤄධࡍࡿࠋ ] 㸧ࠊ[Ⓩグ
ୖࡢႠᴗᡤࡢᡤᅾᆅࢆᤄධࡍࡿࠋ] ࡟ⓏグୖࡢႠᴗᡤࢆ᭷ࡍࡿ] [ྡ⛠ࢆᤄධࡍࡿࠋ ] [ᰴᘧ఍
఩㸦NHS ಙク➼㸧ࢆᤄධࡍࡿࠋ] ࡛࠶ࡿ] [ྡ⛠ࢆᤄධࡍࡿࠋ ] 㸦௨ୗࠕᮏ
ᮏ௳ඹྠ◊✲⪅ࠖ࡜࠸
࠺ࠋ㸧

(2)

[Ặྡ] ཪࡣ➨ 9.2 㡯࡟ᚑ࠸ࡑࡢᚋ௵࡟ᣦྡࡉࢀࡓ⪅ࢆ
࠸࠺ࠋ

ࠕᮏ௳┘╩⪅ࠖ

[࢖ࣥࢢࣛࣥࢻ] ࡢ㖟⾜ఇᴗ᪥ཪࡣ⚃᪥ࢆ㝖ࡃ᭶᭙᪥࠿
ࡽ㔠᭙᪥ࡲ࡛ࢆ㸦୧᪥ࡶྵࡵ࡚㸧࠸࠺ࠋ

ᮏ ௳◊✲ᶵ㛵ࠖ
[ᡤᅾᆅࢆᤄධࡍࡿࠋ] ࡟஦ົᒁ஦ົᡤࢆ᭷ࡍࡿ[ྡ⛠ࢆᤄධࡍࡿࠋ ] 㸦௨ୗࠕᮏ
࡜࠸࠺ࠋ㸧࡜ࠊ

ࠕႠᴗ᪥ࠖ

30

(Translation)

(1)

ᮏ௳ዎ⣙ࡣࠊ201●ᖺ●᭶●᪥௜ࡅ࡛ࠊ

(Translation)


付する。]

「本件グッドデータマネジメントプラクティス」
本件共同研究者を現時点において支配する若しくは現時点において本件共同研究者により支配されている事業体又は現在時点において本件共同研究者を支配する第三者により支配される事業体をいう。

「グループ会社」
本件共同研究者を現時点において支配する若しくは現在時点において本件共同研究者を支配する第三者により支配される事業体をいう。

「知的財産権」
特許権、発明権、商標、役務権、登録意匠、著作権及び関連する権利、データベース権、意匠権、秘密情報を使用及び提供する権利（いずれの場合も、当該権利の登録の有無を問わず、これに係る申請の実施及び受理、権利、一部第三者、分割出発、更新又は延長に係る権利、並びに上記に係る優先権を請求する権利を含む。）、並びにいずれの分野において臨時認識される同様の権利をいう。これに前述の権利の侵害に関連した事実の全てを含むものとする。

「本件キーパーソン」
本件共同研究者、本件監督及び本件プロジェクトに対する他のキーパーソンをいう。

「ノウハウ」
特許化されていない技術情報（発明、発見、構想、技法、モデル、研究及び開発及び検査の手続き、実験及び検査及び試験の結果、製造に係る工数及び技術及び仕様、品質管理データ、分析、報告書及び提出書類及び開発する情報を含む。）であって、公知となっていないものをいう。

「本件発表会」
本件プロジェクトプラクティスの定めに従い、本件プロジェクトが実施される場所をいう。

「当事者」
本件研究機関又は本件共同研究者及び第2.14項に従って本件契約の当事者となる者を、個別に又は総称していう。

「本件主要研究者」
第9.2項に従い任命された者の全員をいう。

「本件プロジェクト」
本件プロジェクトプランに記載のプロジェクトをいう。

「本件プロジェクトマネージャー」
本件委任当事者によって運営のプロジェクトマネージャーに選任され、かつ本件プロジェクトを行うための経済的支援主体によって承認される個人をいう。

「本件プロジェクト期間」
第2.1項に定める期間をいう。

「本件プロジェクトプラン」
本件契約の別紙2として添付されるプロジェクトプランをいう（本件契約及び本件経済的支援条件）の条件に従って臨時変更される。)

「本件成果」
本件プロジェクトの過程で特定され、初めて実施され若しくは書面にまとめられ又は発表された情報、データ、手法、ノウハウ、成果、発明、発見、ソフトウェア及び資料の全てをいう（開示又は保存される形態又は変更を問わない。）

「本件地域」
「世界全域」又は「該当する地理的領域を挙げる。」

「変更契約」
当事者及び本件契約の新当事者の承認により又は当該のため著者された書面による契約をいう。

「付加価値税」
1994年付加価値税法に基づき課徵される付加価値税又はこれに代わる税金をいう。

1.2 本件契約の定義は、参照上の便宜に資する目的に限るものであり、本件契約の構成又は解釈には影響及ぼさない。

1.3 本件契約において、ある者若しくは法人若しくは役職のない社団（個別の法人格の有無を問わない。）を含むものとする。

1.4 本件契約において、法律若しくは法律の規定に基づき、その開示の改正、延長又は再判定を含むものとし、さらに、当該法律若しくは法律の規定について臨時変更される一切の下位立法を含むものとする。

1.5 本件契約において、「書面による」又は「書面の」という表現には、電子メールが含まれるものとする。

1.6 本件契約において、他の契約又は文書への変更に対し、その開示の改正又は更新（いずれの場合も、本件契約又はそれに対応しているものを除く。）を含めた当該他の契約又は文書への変更であるものとする。

1.7 本件契約において、条項及び別紙への変更は、本件契約の条項及び別紙への変更であるものとし、パラグラフへの変更は、関連する別紙のパラグラフへの変更であるものとする。

1.8 本件契約において、「含める」、「含む」若しくは「含む者」という表現又は類似の表現を伴って使用される用語は、あるものを例示するものと解釈されるものとし、当該表現に先立つ用語の内容を指すものではない。

1.9 本件共同研究者のグループ会社による行為及び不作為は、本件共同研究者の管理下にあることもみなされるものとし、本件研究機関の学生の行為及び不作為は、当該学術機関の管理下にあることもみなされるものとし、学術機関の行為及び不作為は、当該下請業者に業務を委託した当事者の管理にあるものとみなされる。

1.10 本件経済的支援条件において定義され、本件契約においては定義されていない用語及び表現は、文書上において使用される場合、本件経済的支援条件における定義された意味を有するものとする。
5.2 本件研究機関は、本件共同研究者に対し、本件研究機関の従業員又は学生が公表しようとする本件成果及び本件研究機関のバッケラグランドの詳細を、当該公表の予定日[30] [60] [90] 日前までに書面にて提出する。本件共同研究者は、本件研究機関に書面による通知を行うことにより（以下「書面通知」という。）、以下を行うことができる。

5.2.1 公表予定である本件成果又は本件共同研究者のバッケラグランドにおける知的財産権につき特許若しくはその他の保護を求めるために当該公表の延命が必須であるか否か又は本件共同研究者が合理に判断した場合には、提出された公表を秘密保持通知の通知後最大[1]月間にて延命するよう本件研究機関に対して要求すること又は、

5.2.2. 祕密情報であり、且つ、特許若しくはその他の保護を求めることができない又は上記の方法で保護することが可能であるか又は本件共同研究者が上記の方法に於ける保護を証明しなかった場合において、本件共同研究者のバッケラグランドの公表の中止を求める事。

本件共同研究者は、本件共同研究者に提出された公表の詳細を受領した日[15] [30] 日以内に秘密保持通知を送付しなければならない。本件研究機関がその秘密保持通知を送付することを決定した場合には、本件共同研究者の秘密情報であり、且つ本件共同研究者が公表するべき公表に於ける秘密保護を証明しなかった場合には、本件共同研究者のバッケラグランドに関するものを除くに於いて提出された公表の手続きを廃ずることができる。

5.3 本件共同研究者は、本件研究機関が社会に対する自らの影響力を証明するようその資金提供者から要求されていることを認識しており、本件研究機関がその影響力を証明するために合法的に要求する情報を同機関が提出することに合意するものである。但し、本件共同研究者が、本件研究機関、本件共同研究者の秘密情報、及び権利を侵害する著しくその他の要因による影響を受報又は公報される権利は有さず、本項に基づき要求される公報される情報は、一般的な性格のものとすると。

6. 秘密保持

6.1 [本件経済的支援条件に定める守秘義務を除くことなく。] 第5条に従うことを条件として、本件契約において明示的に認められる場合を除き、いずれの当事者も[本件プロジェクト期間中又は本件プロジェクト期間の終了後3] [5] [7] [9] [10] 年間のいずれにおいても[] の当事者間の秘密情報第3者に開示してはならず、また、他の当事者のその他の秘密情報のその目的を間違って開示する場合は、

6.2 いずれの当事者（以下「受領当事者」という。）も、以下の場合には、他の当事者の秘密情報の秘密保持を、それを第三者に対して開示しない義務に違反したものとはみなさない。

6.2.1 当該情報が、他方の当事者から受報される場合、受報当事者又はグループ会社が他方の当事者から当該情報を受報するのに先立って当該情報を（文書による受報により実現可能な形で）知ることを、且つ、他の当事者に対して秘密保持義務を負っていない場合、

6.2.2 当該情報が、本件契約又はその他の秘密保持に係る契約の違反によるものと公知である又は公知となる場合。

6.2.3 他方の当事者に対する秘密保持義務の違反が存在すると受領当事者又はグループ会社が判断する根拠を有しない状況において、受領当事者又はグループ会社が第三者から当該情報を取得した場合には、

6.2.4 受領当事者又はグループ会社が、他方の当事者の秘密情報に依頼することなく当該情報を独自に開示した場合。

6.2.5 当該情報が、法令に定める要求（但し、2000年度環境情報法若しくは2004年度環境情報規則に基づく開示の要求、同法若しくは同規則の例外規定に基づく開示の要求ないしは開示の要件を満たさない。）又は管轄権を有する裁判所の命令若しくは管轄機関の要求に基づいて開示される場合（いずれの場合も法律に認められている場合）で、当該情報を要求されない当事者又は、当該当事者に依頼されている要求を受けて合理的な期間内に、当該開示の要求及び開示を要求されている情報について通知した場合、又は

6.2.6 当該情報について、他方の当事者の権限を有する代表者が書面で当該情報の開示を承認した場合。

6.3 本件研究機関は、以下の場合には、本件共同研究者のバッケラグランド又は情報の秘密を保持し、それらを第三者に対して開示しない義務に違反したものとみなさない。

6.3.1 本件共同研究者の秘密情報である本件共同研究者のバッケラグランドに関連する場合を除く。

6.3.2 本件契約に付与された権利を行使するために、これらを必要とする事項の秘密情報、本件研究機関の変更に係る場合を除く。但し、本件契約において明示的に認められている場合に使用するに至ってこれらを使用してはならないものとし、当該学生は、当該バッケラグランド及び情報の秘密保持をすることを約束するものとする。

6.4 本件共同研究者は、グループ会社又は本件共同研究者若しくはグループ会社のために又はこれらに代わり役割を提供する者で、本件契約において付与された権利を行使する上で本件研究機関のバッケラグランド、本件成果又はその他の情報及び知的財産を知る必要がある者に対してこれを開示する場合には、その当事者間のバッケラグランド、本件成果及びその他の情報及び知的財産を保持し、それらを第三者において開示しない義務に違反したものをとみなさない。

6.5 [本件経済的支援条件に従って本件経済的支援主催に他方の当事者の秘密情報を開示する場合においては、いずれの当事者も、他方の当事者の秘密情報の秘密保持を、これを第三者に対して開示しない義務に違反したものとはみなさない。]

6.6 本件研究機関が2000年度環境情報法若しくは2004年度環境情報規則に基づく本件契約において本件共同研究者の秘密情報である情報の開示の請求を受けた場合、本件研究機関は、同法又は同規則に基づく開示の要求を行うに従い、速やか又は必要に応じての開示の要求を受けた場合に、協調するものとすると。

6.6 本件研究機関が2000年度環境情報法若しくは2004年度環境情報規則に基づく本件契約において本件共同研究者及びグループ会社が受領当事者に対する秘密情報を開示の請求を受け、当該情報の開示は、当該情報の開示に先立って当該情報を（文書による受報により実現可能な形で）知ることを、且つ、他の当事者に対して秘密保持義務を負っていない場合、

6.6.1 本件研究機関に依頼される情報は、公表される情報に適用されるか否かを判断するための支援として、本件研究機関は、当該情報の開示に先立って当該情報を（文書による受報により実現可能な形で）知ることを、且つ、他の当事者に対して秘密保持義務を負っていない場合、
6.6.1 本件共同研究者が、本第6.6項に従って本件研究機関を通知を受領してから10日以内に書面により請求する場合、並びに

6.6.2 本件共同研究者が本件研究機関及びその従業員及び学生（以下「被免当事者」とい
う。）を、本件研究機関が2000年情報自由法又は2004年環境情報規制に基づき請求に<br>対する形で本件研究機関の秘密情報に該当したことによって被免当事者に対してなされたあらゆる請求については、完全な実効を有する法律請求権を有し、かかる請求をなされた結果、被免当事者に対する請求行為を認定し、かかる請求をなされる場合においても、かかる請求をなされた被免当事者に対してなされる請求が、特に不正に起因するものである場合には適用される。

6.7 いずれの当事者も、他の当事者の相当分の所有権を侵害することなく、当該当事者の当事者承認若しくは他方の当事者承認若しくは当該当事者の承認を受けた本件及び本件研究機関に関する秘密情報に該当した情報は、プレスリリース若しくは情報発表若しくは他の報道目的において使用してはならない。

6.8 【本件契約のその他の規定に従わざる】本件研究機関は、本件研究機関の年次報告書及び類似の公表物において本件共同研究者から承認の金額を提示できる。【本件共同研究者は、自身に適用される透明性に関する公表義務を遵守するため、有価の情報の詳細を公表することができる。】

7. 限定責任

7.1 本項目に定める保証並びに第6.6項、7.2項及び7.4項に定める免責を除き、第7.8項に従い、いずれの当事者も、他方の当事者による本件成果の使用、他方当事者の本件成果への依頼、又は本件成果に該当する助言若しくは情報、等を除き、本件契約に依頼して提供される資料、著作物若しくは情報を含む情報、等を除き、当該当事者の責任は、以下第4条に対して適用されない。

7.2 本項目に定める保証並びに第6.6項、7.3項及び7.4項に定める免責を除き、第7.8項に従い、いずれの当事者も、他方の当事者による本件成果の使用、他方当事者の本件成果への依頼、又は本件成果に該当する助言若しくは情報、等を除き、当該当事者の責任は、以下第4条に対して適用されない。

7.3 第7.7.1項に従うことを条件として、本件共同研究者及び本件研究機関（以下「免責当事者」という。）は、本件契約に基づいて免責当事者が他方の当事者及びその従業員及び学生（以下、総称して「被免当事者」という。）から承認された本件成果及び資料、著作物又は情報を使用し

7.4 第7.7.3項に従うことを条件として、当該当事者は、請求があった場合、自身の利益以外の虚偽関係する虚偽情報を、請求者、要証、費用及び負担について他方の当事者を免責し、完全に実効的に免責し続けるものとする。

7.5 第7.7項及び第7.8項に従うことを条件として、当該当事者、本件契約の要証、要証及びその他の要証又は本件契約、本件プロジェクト及び本件成果の関連する全ての当事者その他当事者の責任は、以下第4条に対して適用されない。

7.6 第7.7項及び第7.8項に従うことを条件として、当事者承認の要証又はその他の要証又は本件契約、本件プロジェクト及び本件成果の関連する全ての当事者その他当事者の責任は、以下第4条に対して適用されない。
7.3 本件契約の意匠を訂正することを条件として、本件共同研究者を廃止し、本件研究機関に
に対し[3]ヶ月前の通達を行うことにより、本件契約を廃止をさせることができる。

9. 未定
9.1 いずれかの当事者は、他方の当事者が以下に該当する場合には、当該他方の当事者に通達すること
により直ちに本件契約を終了させることができる。

9.2 各当事者は、当該当事者によって使用された本件ケアパーソンが本件プロジェクトに引き続き開
発することのできない場合又はこれに按下的場合は、他方の当事者に速やかにその旨を通
達する。当該本件ケアパーソンが当該当事者に既に通達をした場合、当該当事者に[3]ヶ月以
内に、その後を指摘する。他方の当事者は、当該監理者が不適切に放置しない場合、他
方の当事者が速やかにその旨を通達することがない場合、当該当事者は、他方の当事者に対し[3]ヶ月前の通達を行うことをにより、本件契約を終了させることができる。
本件研究機関：

氏名：

住所：

10.2 調査等：いずれの当事者共、他方の当事者の事前における調査により得ることなく、本件契約全体又は本件契約に基づく義務若しくは義務を履行又は移転することができない。但し、本件共同研究者、本件研究機関の同意を得ることなく、本件契約の全体をグループ会社に調査することもできる。いずれの当事者も、合理的な理由なく当該同意を撤回又は廃除させてはならない。

10.3 違法及び法定強制力を持つ条項：本件契約のいずれかの条項の全て又は一部が、いずれかの法域において無効又は法定強制力を持つとされた場合でも、本件契約のその他の条項及び無効又は法定強制力を持つとされた条項の残りの部分は、当該法域において引き続き効力を有するものとし、また、いずれの法域においても当該条項の有効性及び法定強制力が影響を及ぼすことはないものとする。

10.4 権利の放棄：一方の当事者が他方の当事者の義務の履行を強制することを懲罰し若しくは履行させることを懲罰し若しくは履行させることを請求した場合でも、かかる懲罰又は懲罰は、当該義務の履行を強制する権利に影響を及ぼす。且つ当該権利の放棄を構成するものでもない。別段の明示的な表示がない限り、本件契約の条項の放棄は、将来における当該条項の放棄を構成するものではない。

10.5 代理権力の瑕疵：本件契約は、両当事者間のパートナーシップ若しくは両当事者間は当事者間の人権的関係に因せず、讓渡又は譲渡するものではない。いずれの当事者も、他方の当事者に代わってこれが代表し若しくはこれに代替して責任を生じさせうる権限を有しないものとする。

10.6 完全な意思：本件契約（及び本件契約の経済的支援条件）は、その題目に関する当事者間の完全な合意を構成するものである。各当事者は、本件契約に明示的でない義務的、表示、声明、合意又は契約に基づいて本件契約を結婚していないことを確認する。各当事者は、本件契約の明示的な条項を必要である。本件契約違反の主張及び本件契約を破棄する権利を放棄するものとする。但し、本条項は、本件契約締結前の義務的故欠陥又は懲罰の事実に対する、いずれの当事者が他方の当事者に負う責任（又はいずれかの当事者が本件契約を放棄するために有することのできる権利）を排除するものではない。

10.7 手続き：各当事者は、他方の当事者が本件契約に基づく義務を有効に了し又は該当する法域において当該権利の獲得を可能ならしめるために、他方の当事者が合理的に請求する行動を実行し且つ書類を作成するものとする。但し、かかる請求をした当事者は、他方の当事者の合理的な費用を支払うものとする。

10.8 修正：本件契約の変更又は修正は、書面で作成され且つ各当事者の代表による署名が付されたものに限り、これを無効とする。

10.9 第三者：各紛争当事者が関連する紛争の利益を享受する又は本件契約の第 6,7 項に基づく利益を享受する場合（いずれの場合も 1999 年契約（第三者の権利）文書を遵守するものとする。）又は、当事者以外の者は、本件契約の修正又はその終了を妨げる権利を有せず、また、当事者以外の者は、本件契約により享するものとすることのできない。

10.10 損害賠償：本件契約及び本件契約、その内容又はその成立に起因又は関連する紛争又は申立て（契約又は定めのない紛争又は申立てを含む。）は、イングランド法準拠法とし、同法に従って解釈される。当事者がいずれの法域においてその知的財産権又は物産財産の保護を目的として訴訟を起こすことができる場合を除き、本件契約に起因して発生し若しくは発生する可能性があり、又は本件契約に関連して発生し若しくは発生する可能性がある紛争（契約申立てのない紛争又は申立てを含む。）については、イングランド裁判所が導入の管轄権を有するものとする。

10.11 上申：本件契約又は本件契約の文書に関する質問について、一方当事者が他方の当事者にかかわる事項を通じ、後に第 14 項又は第 15 項が示す当該事項について合意を達成することができない場合には、両当事者はかかる事項を、本件研究機関については（当該当事者の氏名を添付する。）に付託し、当該付託の後第 14 項が示す当該事項について第 10.10 項に従い手続きを申し立てることができる。本第 10.11 項に従い問題が申し立てられたがいかなるかに関わらず、知的財産権又は物産財産の保護を目的としていた当該管轄地において訴訟を提起することができる。

10.12 解除禁止：当事者は、別紙 5 の規定を遵守するものとする。

10.13 データ保護：当事者は、別紙 6 の規定を遵守するものとする。

10.14 副本：本件契約は、複数の副本によりこれを発行することができる。本件契約が結締され、各当事者が 1 以上の副本に署名押印した後、いずれの副本は、本件契約の文書又はその副本を、その全てが一便の契約を構成するものとする。電子メールによる署名押印の付された本件契約の副本（同文、インターネットだけであってはならない。）の（PDF 又は JPEG の形式での）連絡は、署名押印の付された本件契約の原本の副本として有効であるとする。【かかる方法が用いる場合、当事者は、他者の当事者に対し、可及的速さに署名押印を付した副本の原本を提出するもの。】

【10.15 輸出管理】当事者は、適用ある国及び輸出管理に関する法律及び規則を遵守するものとする。

当該歴年は、他方の当事者が書面により通知し、且つ当該当事者が適用される国の輸出管理に関する法律の特別の条件を遵守するものとする。]

本件研究機関のために、本件大学を代表してここに署名する。

氏名

本件共同研究者のために、本件スポンサーを代表してここに署名する。

氏名
役職

署名

[本件主要研究者は読了し、理解した。]
署名

[本件監督者は読了し、理解した。]
署名

日付
別紙 2
本件プロジェクトプラン

プロジェクト名
プロジェクトの目的
実施地
各当事者が提供するバックグラウンド／資料
各当事者が実行する職務
タイムテーブル
各当事者が提供する人材、施設及び装置
予想される本件成果
各当事者の本件関係者
外部的経済支援の配分
【設備の帰属】
その他の条件

別紙 3
本件経済的支援条件
別紙４

本件グッドデータマネジメントプラクティス

1. 研究データは、情報技術の科学的な技法及び理論を使用して生成しなければならない。
2. 研究データは、著者科学的慣行（good scientific practices）に従い、かかる研究を実施した者により正確に記録されなければならない。
3. 研究データは、適切に、公平に、かつ科学的慣行（good scientific practices）に従い分析しなければならない。
4. 研究データ及び本件成果は、安全に保管され、容易に取り出すことができるよう状態でなければならない。
5. 研究の実施中になされた主要な決定、かかる研究に関する発表及びかかる研究に関して導き出された結果を容易に論証し再構築することができる。データ証跡を保存しておくなければならない。
6. 各当事者、他方向の当事者が記録活動及び手続きを遵守していることを検証する目的で、少なくとも[30]日間に書面で通知することにより、当該他方向の当事者を観察する権利を有する。

別紙５

記則禁止

1. 各当事者は、本件プロジェクトに関与して、
   1.1 2010年総務省令を含め、自ら又は自らの活動に適用され、且つ規則の防止あるしくは規制防止（又は両方）に関連している全ての法律、規則及び規則を遵守し、
   1.2 本件プロジェクトが英国で実行される場合には、2010年総務省令の第1条、第2条又は第6条の違反に該当する行為を一切行わない、
   1.3 パラグラフ1.1及び1.2の遵守を確保するための方針及び手続き（2010年総務省令の第7（2）項に従って決定された適切な手続き、及び同法第9条に従い発行された指定を含む。）を有し、
   1.4 パラグラフ1.3に言及される方針及び手続きに従い、且つこれらを執行し、
   1.5 いかなる事実のものであっても、不適切な経済的又はその他の利益の請求又は否認を受ける場合には、他方の当事者に対して速やかにこれを報告し、
   1.6 他方の当事者が通常期日的に請求した場合には、本件を遵守している旨の証拠となるものを提供し、
   1.7 本件契約及び本件プロジェクトに関連した全ての支払い、及び本件紙を遵守するために講じられた全ての手段を遵守するために正確に及ぶ従来及び会計に記録保持、（当該記録及び会計文書は、他方当事者が本件紙の遵守状況を確認するにあたって十分なものでなければならない。）また、
   1.9 要求があった場合、通常の営業時間内に、他方の当事者が当該記録及び会計文書にアクセスし、その写しを作成すること、及び本件紙の遵守状況を確認するために当該業者と協議することを認めるものとする。
2. 各当事者、自らの関係者（その関係者は、2010年総務省令第8条及び記述第4条に従い決定される。）であり本件プロジェクトに関与している者が、本件紙において当該当事者に課されているそのと同等の条件を満たした書面の契約書に基づいてのみ関与するようにする。
3. 各当事者は、パラグラフ2で言及する者が本件紙で関与している条件と同等の条件を遵守するようにし、かかる者が当該条件のいずれかに違反した場合には他方の当事者に対して責任を負うものとする。
4. 当事者の関係者には、その従業員、学生、グループ会社並びに再委託先及びそれらの代表社員を含む。
データ保護

一方の当事者（以下「データ取扱者」という。）が他方の当事者（以下「データ管理者」という。）に代わり、個人情報を取扱う場合には、別紙の規定が適用される。

1. 個人情報に関して、取扱う当該業者をデータ取扱者として、また、当該取扱いの目的を決定する当該業者をデータ管理者とする。データ取扱者は、

1.1 データ保護法令に従って個人情報を取り扱い、データ主体に対してその個人情報がデータ管理者に取扱われているような権利及び保護を充たし、

1.2 随時データ管理者の指示に従い、本件プロジェクトを実行する目的においてのみ個人情報を取り扱い、

1.3 かかる個人情報の安全性及びかかる個人情報の取得を行うことができあればその取扱いに関する手順を定め、その取扱いにおいての個人情報の未定義性などの事情を考慮し、データ取扱者が各企画の一般性に損なうことなく、かかる個人情報の保護のための措置を行い、データ管理者の書面による同意を得ることなくかかる要求又は問い合わせに対応することはならず。

1.4 個人情報に関する安全性に実際的に違反があった場合、若しくは違反が疑われる場合には、データ管理者に通知し、また、

1.5 データ管理者の書面による同意を得ることなく、当該個人情報を業者経済地域の業者【あきらめデータ取扱者権利及び自由が保護される地域】に譲渡してはならない。

2. データ取扱者はデータ管理者に対し、自らが前各グラフに遵守するため講じた対策を合理的な時間に検査及び調整をすることを認め、データ管理者がかかる検査及び調整について合理的に求められる支援を当該データ管理者に対して提供するものとする。

3. パラグラフ 2.4.5 又は 6 で使用された文言で開始される表現（「データ取扱者（Data Processor）」、「取り扱う（Process）」、「個人情報（Personal Data）」、「放棄（Processing）」、「データ主体（Data Subjects）」）であり、且つ本件契約の他業者で定義されていないものは、データ保護法令においてそれらに付された意味を有するものとする。

4. 本件契約の後になされるいずれかのデータ保護法令（特に欧州一般データ保護規則）の修正又は同規制に定めされるものでの個人情報の取扱いに関して情報コンミッショナー又はその他のデータ保護当局若しくは監督当局の要求又は懸念に当該業者が必要であることがあるとする目的での、当該業者は、本件契約についての合理的な修正を行うことを含むものとする。

5. 本件契約の終了又は本件プロジェクトの完了に関わらず、前各グラフ 1 乃至 4（条件を含む。）は、データ取扱者がデータ管理者に代わり個人情報を取扱っている限り、継続して効力を有するものとする。

6. データ取扱者は、自らが別紙に違反したことを原因として又はその違反に関連して発生した全ての費用、請求、要求、費用及び負債について、要求が次第データ管理者を免責し、また、完全に且つ効果的に免責し続けるものとする。

徳は、

当該業者が本件プロジェクトの過程又は本件プロジェクトの目的で取扱われる個人情報についてその取扱い目的を決定する場合には、別紙の規定が適用される。

1. 各当事者は、かかる個人情報についてデータ管理者となり、本件プロジェクトに関して自らが取扱う個人情報について以下に掲げる事項を遵守。各当事者は、

1.1 1998年データ保護法に基づいて個人情報を取り扱い、データ主体がデータ保護法下で有する権利及び保護をデータ主体に与えるものとする。

1.2 本件プロジェクト実行の目的においてのみかかる個人情報を取り扱い、

1.3 かかる個人情報の安全性及びかかる個人情報の取得を行うことができあればその取扱いに関して自らの取扱い、スタッフ、役員及び代理人の信頼性を確保するために適正と思われる技術的及び組織的な対策を講じ、当該業者は必要の一般性を損なうことなく、かかる個人情報の保護のための措置を行い、データ管理者の書面による同意を得ることなくかかる要求又は問い合わせに対応することはならず。

1.4 他方の当事者がデータ主体に対する義務（特に、データ主体が自らの個人情報へのアクセス及びかかる個人情報の修正を必要とする）を履行することができるよう合理的に要求する情報及び支援を他方の当事者に提供し、

1.5 データバュレットのため取扱いの個人情報に関して、いずれかのデータ主体から何らか的要求又は問い合わせを受けた場合には、直ちに他方の当事者に通知し、かかる他方の当事者が合理的に要求する場合には、当該他方の当事者がかかる要求又は問い合わせに対応する支援を行い、

1.6 かかる個人情報に関して安全性に実際的に違反があった場合、若しくは違反が疑われる場合、又は本パラグラフ 1 に違反があった場合には、直ちにデータ管理者に通知し、また、

1.7 他方の当事者の書面による同意を得ることなく、当該個人情報を業者経済地域の業者【あきらめデータ主体権利及び自由が保護される地域】に譲渡してはならない。

2. 各当事者は他方の当事者に対し、自らが前各パラグラフ 1 を遵守するために講じた対策を合理的な時間に検査及び調査することを認め、かかる他方の当事者がかかる検査及び調査について合理的に求めず支援を当該他方の当事者に対して提供するものとする。
3. バラグラフ 1、2、4、5 又は 6 で使用された大文字で開始される表現（「データ取扱者」（Data Processor）、「取り扱う（Process）」、「個人情報（Personal Data）」、「取扱い（Processing）」、「データ主体（Data Subjects）」）（ので、かつ本件契約の他章でも定義されていないもの）は全て、データ保護法令においてそれらに付された意味を有するものとする。

4. 本件契約の終了又は本件プロジェクトの完了に関わらず、前バラグラフ 1 乃至 4（前条第 1 項を含む。）は、一方の当事者がデータ管理者である又は他方の当事者と何らかの個人情報を共有している限り、継続して効力を有するものとする。

5. 本件契約の終了又は本件プロジェクトの完了に関わらず、前バラグラフ 1 乃至 4（前条第 1 項を含む。）は、一方の当事者がデータ管理者である又は他方の当事者と何らかの個人情報を共有している限り、継続して効力を有するものとする。

第 1 項 人権

1. 法律により要求される又は禁止される場合を除き、各当事者は、本件契約の履行に関して、

1.12 児童により行われる作業が当該児童の成長を身体的又は精神的に妨げることが合理的に予想される状況において、児童を雇用、採用又は使用してはならず、

1.13 いかなる倫理的抑制労働（監禁、年季制労働、奴隷労働等）も行わなければならず、

1.14 その従業員に対して、就業開始時に書類の提出又は保証金の差入れを要求してはならず、

1.15 従業員にとって当面の危険のない安全且つ健康的な職場を提供し、当該当者が従業員に宿泊設備を提供する場合は、当該宿泊設備は、居住にあたって安全であるものとし、

1.16 職場において災害又は事故が発生した場合に従業員に対して清潔な水、食料及び救急医療を提供し、

1.17 いかなる理由（人種、宗教、障害又は性別を含む。）によっても従業員を差別せず、

1.18 体罰、精神的、肉体的、性的若しくは言葉による虐待を行う、又はこれを支持せず、

1.19 職場において残酷又は虐待的な懲罰行為を行わず、

1.20 各従業員に対して、少なくとも最低賃金又は業界において一般的な額に相当する賃金（のいずれか高い方）を支払い、各従業員に対して法律に規定される一切の給付を支払、

1.21 当該当事者が事実を行う国における就業時間及び雇用権利に関する法律を遵守し、

1.22 従業員による独立の労働組合の加入権及び設立権並びに結社の自由を尊重するものとする。

2. 各当事者は、各自のサプライチェーンの管理に責任を負うこと、並びに当該当事者が本件契約に基づく義務を履行する際に使用する物品及びサービスの供給業者による倫理基準の遵守及び人権の尊重を促すことに同意する。

3. 各当事者は、自身がこれまでに倫理及び人権に関する方針並びに当該方針の違反に対処するための適切な苦情処理制度を遵守してきたこと、また今後もこれを遵守することを保証するものとする。

第 2 項 反奴隷制

各当事者は、本件プロジェクトに関連して、

10. 自身又はその事務に適用され、且つ反奴隷制及び反人身売買に関する一切の法律、規則及び規制（2015年現代奴隷法を含む。）を遵守し、

11. 本件プロジェクトが英国において実施される場合は、2015年現代奴隷法の第 1 条、第 2 条又は第 4 条の違反に相当する行為を行わず、
12. 上記パラグラフ1及びパラグラフ2を遵守するために各自の方針及び手続を策定及び維持し、
13. 上記パラグラフ3に規定の方針及び手続を遵守及び執行し、
14. 下記業者及び供給業者との間の契約に、本別紙の本セクションに定めるものと少なくとも同程度の
反対競及び反人質売買に関する規定を含め、
15. 本別紙の本セクションの違反を認識した場合、他方の当事者に対して速やかにその旨を報告し、
16. 他方の当事者により随時合理的に要求される、本別紙の本セクションの遵守に係る証拠を提供し、
17. 本件契約及び本件プロジェクトに関連して提供される全ての物品及び素材のサプライチェーン並
びに本別紙の本セクションを遵守するために講じる手段を追跡するために正確且つ最新の記録を
維持し（当該記録は、他方の当事者が本別紙の本セクションの遵守状況を確認するにあたって十
分なものでなければならない。）、
18. 要求があった場合、通常の営業時間を内、他方の各当事者が上記パラグラフ8に定める記録にア
クセスし、その写しを作成すること、及び本別紙の本セクションの遵守状況を確認するためにそ
の従業員と協議することを認めるものとする。

[第3部 - 本件共同研究者の方針及び手続]

各当事者は、以下の事項を遵守するものとする。

[詳細を増入する。]
(Translation)  

日付 ___________________ 201

1.1 本件契約において、以下の表現は、右欄に記載の意味を有するものとする。

「学術的公表」  
機関誌又は電子リポジトリの中でのアブストラクト、記事又は論文の公表、会議又はセミナーでのその他の発表をいう。また、第 5 条及び第 6 条における「公表する」及び「公表」は、かかる公表又は発表を指すものと解釈される。

「学術研究目的」  
研究[[除外される内容を記載する。]を除く。]、指導[[及び]教育並びに臨床管理者}をいう。  

「本件契約」  
別紙を含む本便面であり、その後第 10.8 項に従い臨時修正されたものをいう。

「パックグラウンド」  
情報、データ、手法、ノウハウ、発明、発見、ソフトウェア及び資料（開示又は保存される形態又は媒体を問わない。）のうち、本件プロジェクトで使用するためにある当事者（主に当該当事者に帰属するものであるか、第三者に帰属するものであるかを問わない。）から他方の当事者に提供される（本件契約の期限を除く。）ものである（本件成果を除く。）
「営業日」

【イングランド】の銀行休業日又は祝日を除く月曜日から金曜日までを「営業日」も含めていき。（注）

「本件監督者」

【氏名】又は第9.2項に従うその後任に指名された者をいう。

「本件開始日」

【本件プロジェクトの開始日/開始された日を補入する。】

「秘密情報」

各当事者の秘密の情報、即ち、本件プロジェクトで使用するためにある当事者からの当事者に対する開示され[…]使用のために開示された秘密情報と特定され[…]タックグラウンド。（本件プロジェクト期間においてのみ）当該当事者が秘密の財産権を保有しているとこの本件成果、及び本件プロジェクトにおける使用のため又は本件契約に基づき当該当事者からの当事者に対して開示され[…]使用時に秘密情報と特定された又はその性質上若しくは開示時に状況に鑑みて合理的に秘密情報であるものとみなされ[…]のその他の情報をいう。

「支配」

株式の保存、契約その他により、他者の業務に指針を改議する能力をいう。

「データ保護法令」

現在効力を有する1998年データ保護法、EUデータ保護指令、2000年電話通信（正当なビジネス関係、通信目的）規制法、EU電気通信情報保護指令、2003年プライバシー及び電気通信（EC指令）規則。今後施行予定の欧州一般データ保護規則、当事者に適用される個人情報の処理及びプライバシーに関するこれらの法律及び規制、並びに（適用される場合は）情報コミュニケーション又是その他の関連するデータ保護若しくは管理機関のガイダンス及び行動規範をいう。

「外部経済支援」

本件プロジェクトのため又は本件プロジェクトにおいていずれかの当事者の利用に資するために第三者による受ける資金援助又は支援をいいう。かかる第三者に国家機関又は公共団体を含むがこれらに限られなければならない。

「本件事業分野」

【該当する事業分野を補入する。】

「本件経済的資格」

別後1に定める本件共同研究者によって提供される経済的な資格をいう。

「本件経済的支援主体」

【外部経済支援を提供する主体の詳細を補入する。]

「本件経済的支援条件」

本件経済的支援主体が外部経済的支援を行う際の条件をいう。当該条件の写しを別後3として本件契約に添付する。]]

「本件グッドデータマネジメントプラクティス」

本件共同研究者を現時点において支払う支払い額は現時点において本件共同研究者に支払われている事業体、又は現時点において本件共同研究者を支払する第三者により支払われた事業体をいう。

「知的財産権」

特許権、発明権、商標、版権、著作権、登録意匠権、著作権及び関係する権利、データベース権、意匠権、秘密情報を使用及び保護する権利（いずれの場合も、当該権利の登録有効期間を含まず、これらに係る実施及び受理、継続、一部継続、分割出願、更新又は延長に係る権利、並びに上記に係る優先権を請求する権利を含む。）、並びにいずれかの出願において権利を認定される同様の権利をいい、これに前述の権利の侵害に関連した訴訟を含むものとする。

「本件キーパーソン」

本件主たる研究者、本件監督者及び本件プロジェクトブランで特定その他のキーパーソンをいう。

「ノウハウ」

特許化されていない技術情報（発明、発見、情報、技術、モデル、研究及び開発及び検査の手続き、実施及び検査及び実験の手続き、製造に関する工数及び技能及び仕様、品質管理データ、分析、報告書又は提出物に関連する情報を含む。）であって、公知となっていないものをいう。

「本件実施場」

本件プロジェクトブラン実の定め、本件プロジェクトブランが実施される場所をいう。

「当事者」

本件研究者又は本件共同研究者及び第2.14項に従って本件契約の当事者となる者を、個別に又は総称していう。

「本件主要研究者」

【該当者の氏名を補入する。】又は第9.2項に従い任命された者の後任者をいう。

「本件プロジェクト」

本件プロジェクトブランに記載のプロジェクトをいう。

「本件プロジェクトマネージャー」

本件主導当事者によって随時プロジェクトマネージャーに選任され[…且つ本件経済的支援条件に基づき本件経済的支援主体によって承認される個人をいう。]

「本件プロジェクト期間」

第2.1項に定める期間をいう。

「本件プロジェクトプラン」

本件契約の別後2として供与されるプロジェクトプランをいう（本件契約及び本件経済的支援条件）の条件
1.1.1 本件の規定と本件経済的支援条件の規定の間に関係がある場合、当事者間の取決めについて
は本件契約が優先するものとしたが、その場合も本件経済的支援条件に基づく本件経済的支援主
体の各当事者間の問題を含めたものとする。

2. 本件プロジェクト

2.1 本件プロジェクトは、本件開始日に[開始され]又は[開始済みであり]、[外部的経済支援の概要]
と[本件プロジェクトの完了]のうち、いずれかのものを含むが、当事者間で調和により相談
し、決断されたものとし、第2条及び第9条に従い本件契約が締結されるまでの関係
を基礎とするものとする。本件契約が本件開始日に締結される場合、本件開始日又は同日以降本
件プロジェクトに関連して実行された作業に対しては、本件契約が対話的及び適切に適用される。

2.2 [本件研究機関]に関しては、本件プロジェクトプランにおいて割り当てられた作業を
実行し、本件プロジェクトプランにおいて当該当事者等が提供する責任を明記された人
材及びその他の資産、バックグラウンド、資料、設備及び装置を提供する。本件プロジェクトは、
[本件主研究者]及び[本件監督者]の指示及び監督の下で実施される。本件プロジェクトは、
本件実施において実施される。

2.3 [本件研究機関]に関しては、本件プロジェクトプランにおいて割り当てられた作業を
実施し、本件契約に定める又は本件契約に従った当該当事者等が提供する全ての法令を遵
守した上で本件プロジェクトを実施することを可能にするために必要な、すべての規則及び監理
上のライセンス、同意及び承認を取り入れ、これを維持する。

2.4 各当事者は、本件プロジェクトに関連する自らの従業員及び（もしごとば）学生が、規則上の及
び監理上のライセンス、同意及び承認に伴う条件を遵守すること、本件プロジェクトに関連して
実施される全ての研究、開発及びその他の作業及び本件成果に基づく全ての結果を正当な記
録として、全ての作業及びこれを実施した者及び当該当事者等の従業員のうち当該研究
チームに属さず但し当該作業を理解している者の連絡を保持したものと保持すること、また、本件
プロジェクトに含めるバックグラウンドテクノロジーを遵守するものとする。

2.5 各当事者は、本件プロジェクトに関するそのスタッフ及び学生（もしごとば）（本件共同研究
者の場合は、グループ会社のスタッフを含む。）の、他の当事者の要請において勤務する又は当
該業務を訪問する際に、当該者の当事者の健康、安全及びセキュリティに関する方針及び手続きを
遵守するようし、当該当事者の情報システムにアクセスする又は使用することを、当
該当事者の情報セキュリティに関する方針及び手続きを遵守するようする。

2.6 [本件研究機関]に関しては、別紙[別紙]を遵守するものとする。[本件共同研究者]は、本件
プロジェクトにおける業務に従事し、また[本件プロジェクト]を本件共同研究者の関連方針及び手続きを遵守
した上で実施するにあたって別紙の[第3節]の変更が必要な場合、その変更を承認することができる。

2.7 [本件研究機関]に関しては、本件プロジェクトプランに従い本件プロジェクトの実行
のために合理的な努力を行うものとするが、[本件研究機関]はいずれの当事者も、研究
の特定の結果につながることを保証することを、また、本件プロジェクトの成功を保証
することをしない。

2.8 [本件研究機関]に関しては、[本件共同研究者]は、一方の当事者に対して、本件
プロジェクトの開始を要望した当該者前の報告書及び本件プロジェクトの実行の要望を
提供するものとする。

4.7.2 本件共同研究者がオプション通知を受領した後、当事者はオプション通知を受領した日から最終日[90]日又は[120]日（以下「交付期間」という。）本件譲渡について合意するために誠実に交渉する。[交付期間内に、別紙 8 の規定に基づき条件が含まれるものとすると、これらに限る。]当事者が交付期間内に本件譲渡の条件について合意できなかった場合、第 4.7.1 号、第 4.7.3 号及び第 4.7.4 号に基づく本件共同研究者の権利（第 4.6 項で定めるライセンスを除く）は失効する。

4.7.3 本件研究機関は、オプション期間中又は本件交付期間中、本件成果を使用するためのライセンスを付与し又は本件成果における知的財産権を譲渡することを目的として第三者に譲出せず、また、本件成果を使用するためのライセンスを付与し又は本件成果における知的財産権を第三者に譲渡しない。本件研究機関は、本件交付期間終了時[3]又は[12]カ月の間において、第 4.7 項に従い本件共同研究者に提示された条件よりも有利な条件で、第三者に対して本件成果のライセンスを付与したり、本件成果における知的財産権を譲渡したりしてはならない。

4.7.4 オプション期間の終了まで及び、本件共同研究者がオプション通知を行った場合には交付期間を終了時又はオプション許認可が訪れる日、本件研究機関は、本件成果の使用に関する特許又はその他の申請について本件共同研究者と協議する。本件交付期間中、本件共同研究者が本件研究機関に対して、本件成果のいずれかに対して特許又はその他の保護に対する申請を希望した場合、本件共同研究者は、本件共同研究者に対し本件研究機関に対する特許又はその他の保護に対する申請又は維持を要求した結果本件研究機関が本件契約の交付に際して特許の申請又は維持について合理的に負担した経費及び費用（弁護士費用を含む。）を本件研究機関に償還する。本件研究機関が後日、本件共同研究者がかかる経費及び費用を支払った本件成果の知的財産権について第三者に対するライセンスを付与し又は譲渡した場合には、本件研究機関は本件共同研究者に対して当該経費及び費用を徴収する。

4.8 第 4.7 項の規定又は第 4.7 項に従った譲渡にかかわらず、本件研究機関並びにその各従業員及び学生は、学術研究目的で本件成果を使用するための取扱不能及び無償の権利を有するものとし、これには本件研究機関の[商業部門の]第三者ともに実施する研究プロジェクト（及び臨床試験管理）[第 7.4 項に従った本件共同研究者の権利喪失後であり、それ以外の場合は除く。]を含むものとする。

5. 学術的公表及び影響

5.1 本件プロジェクトは、主に公表目的において、すなわち、指導及び研究を通じた教育の発展の目的として、本件研究機関によって実施されるものである。したがって、本件契約の他に規定がかかることができず、本件研究機関の従業員又は学生（本件プロジェクトへの関与の有無を問わない。）は、当該本件研究機関の第 5.2 項に基づく秘密保持通知を受領していない場合に限り、

5.1.1 本件研究機関の承認、チャートリアル及び講義において本件プロジェクトの一環とし実施されている作業についてディスカッションすることを含む。

5.1.2 本件共同研究者のバックグラウンド又は本件成果を公表することができる。

5.2 本件研究機関は、本件共同研究者に対し、本件研究機関の従業員又は学生が公表しようとする本件成果及び本件共同研究者のバックグラウンドの詳細を、当該公表の予定日[30][60]日迄は[90]日前まで書面にて提出する。本件共同研究者は、本件研究機関に書面に通知をすることにより、以下の秘密保持の通知をしないことにより、以下の秘密保持の通知をしないことができる。

5.2.1 被告は平成12年5月28日付本件共同研究者のバックグラウンドに関する知的財産権について特許又はその他の保護を求めるために当該公表の延長を必要であるが、本件共同研究者が合理的に判断した場合には、提供された公表を秘密保持通知の受領後最大[12]ヶ月間にわたって延期するよう本件研究機関に対して要求すること又は、

5.2.2 秘密情報があり、且つ、特許又はその他の知的財産権の登録によって保護することが十分又は上記の方法で保護することが可能であるが本件共同研究者が上記の方法によると保護を実現しない場合には、本件共同研究者のバックグラウンドに関する秘密を公表することを前提にした場合には、本件共同研究者のバックグラウンドの公表の中止を求ること。


5.3 本件共同研究者は、本件研究機関が社会に対する自らの影響力を証明するようその資金提供者から求られていることを認識しており、本件研究機関がその影響力を証明するために合理的に要する情報を同時に提供することを含むものである。更に、本件共に、本件研究機関は、本件共同研究者の研究情報、及び仮想個人の特許若しくはその他の公表する情報を受領又はその他の権利を有する、本件に基づき要求される公表された情報は、一般的性質のものとすると。

6. 秘密保持

6.1 [本件経済的支援条件に定める保守義務に従わないこと。] 第 5 条に従うことを条件として、本件研究機関が公表することを承認する場合には、以下の秘密保持の通知をしない。

6.2 いずれの当事者（以下「受領当事者」という。）とも、以下の場合においては、他方の当事者の秘密情報を保有し、それを第三者に対して開示しない義務を違反したとみなされない。

6.2.1 当該情報が、他方の当事者から受領される場合、受領当事者又はグループ Hebata が他方の当事者から当該情報を受領するに先立って当該情報を（文書による記録により実施可能でご存知と）知ることとなり、且つ未だ他方の当事者に対して秘密保持義務を負っていない場合。

6.2.2 当該情報が、本件契約又はその他の秘密保持に係る契約の違反によることなく公表又は開示となる場合。

6.2.3 他方の当事者に対する秘密保持義務の違反が存在すると受領当事者が知る秘匿をしようとする根拠が存在しない状況において、受領当事者又はグループ Hebata が第三者から当該情報を取得した場合、
7.3.1 免責当事者に対して速やかに当該請求の詳細を通知し
7.3.2 当該請求に遅延していかなる云否も行わ
7.3.3 当該請求に起因する損害及び費用を抑制するために合理的な手段を講じ
7.3.4 免責当事者が当該請求に係る防御及び和解の手続きを行うことを認め。且つ
7.3.5 免責当事者に対して当該請求に於ける一切合理的な支援を（免責当事者の
費用負担において）提供するものとする。

本第 7.3 項に定める免責補償は、当該請求が被免責当事者の過失又は第 6 項の免過失、本件契約の
意図的違反又は第三者の知的財産権の侵害若しくは第三者の侵害保有に係る権利の侵害に
起因するものである場合には適用されない。

7.4 第 7.3 項号に従うことを条件として、各当事者は、請求のあった場合、自身の別報 6 の違反に
由来又は関連するあらゆる性質の全ての経済的請求権、要求、費用及び負債について他方の当事
者を免責し、完全且つ実質的に免責し続けるものとする。

7.5 第 7.7 項及び第 7.8 項に従うことを条件に立つ[第 6.6 項。] 第 7.3 項及び第 7.4 項に定める免
責補償の場合を除く、本件契約の違反、過緊又はその他の係縁に本件契約、本件プロジェクト
及び本件成果の主題に関しして生ずる各当事者の他方の当事者に対する責任は、以下に対して
は、適用されない。

7.5.1 間接的な責任若しくは損失、又は
7.5.2 逸失利益、逸失収益、データの喪失、契約若しくは機会の喪失（直接であるか間接であ
るか問わない。）

いずれの場合においても、請求を行う当事者が他の当事者に対して当該損害の可能性を指摘して
いた場合又は当該損害が他の当事者の想定内であった場合であっても、上記の除外は適用され
ない。

7.6 第 7.7 項及び第 7.8 項に従うことを条件として、本件契約のあらゆる違反、過緊又はその他の
係縁に本件契約、本件プロジェクト及び本件成果の主題に関しして生ずる各当事者の他方の
当事者に対する責任総額は、合計で【本件当事者の本件経済的責任】[当該当事者に割り当てられ
た外部的経済支援]禁止又は【金額を積算する。ボンドを超えないものとする。】

7.7 いずれの場合も第 7.8 項に従うことを条件として、各当事者の他方の当事者に対する責任総額は、

7.7.1 第 7.3 項に定める免責補償の場合は、合計で【金額を積算する。ボンドを超えないもの
とし。】
7.7.2 第 7.4 項に定める免責補償の場合は、合計で【金額を積算する。ボンドを超えないもの
とし。】
7.7.3 [本件経済的支援条件のあらゆる違反の場合は、【外部的経済支援】の合計額を超えない
ものとする。]

7.8 本件契約のいかなる規定も、当事者の以下に対する責任を制限又は除外するものではない。

7.8.1 不注意により生じた死亡若しくは人身傷害。
7.8.2 正常、若しくは法律によって制限若しくは除外することが認められている種類の責任、
又は
7.8.3【本件契約の故意の違反によって生じた損害若しくは損害】

7.9 本件契約の当事者による明示的な誓約及保証は、法令、コンソーシアム、慣行、慣行、取引過
過程その他のに基づくその他全ての保証、条項、契約及び義務（明示又は黙示の別を問わない。）に
代えるものである。これらは全て、法律において認められる法律の範囲内で除外される。

7.10 [第 4.7 項に基づき行われる知的財産権の譲渡は、権利についての完全な保証を付して行われ
る。] 〔不変性、本件研究機関は、本件共同研究者に対し、第 4.7 項に基づき行われる知的財産権
の譲渡に関して、以下のとおり保証する。]

7.10.1 当該知的財産権を処分する権利を有し、自らの費用負担で、付与しようとする権利を付
与するためのあらゆる合理的な措置を講ずる。

7.10.2 譲渡された知的財産権には、いかなる担保若しくは負担又はいかなる第三者の権利（当
該譲渡行為当事者が知らないか又は合理的に知り得ないものを除く。）も課されず、又
は否定される。

8. 不可抗力を

合理的に割りきれない状況により、一方の当事者による本件契約に基づく義務の履行（支払債務の履行
を除く。）が遅延又は妨げられた場合、当該当事者は、当該義務の履行の遅延を理由として本件契約
に違反したとしないものとされる。但し、当該遅延の遅延が 2 ヶ月以上にわたって継続して
いる場合には、他方の当事者は書面によりかかる当事者に対する履行が遅延され又は妨げられている
旨通知することにより直ちに本件契約を終了させることができる。

9. 終了

9.1 いずれかの当事者は、他方の当事者が以下に該当する場合には、当該他方の当事者に通知するこ
とににより直ちに本件契約を終了させることができる。

9.1.4 本件契約の規定に違反し、（当該他方の当事者が不正行為を有しているにもかかわらず）
当該違反が違反の内容と是正の要求が記載された書面による通知の受領から[30] [60]
かかる、[90] 日以内に是正されない場合、

9.1.2 支払不能となった場合、清算（支払不能の会社との合併若しくは再編を目的とした
任意のものを除く。）が命じられず又は裁判所で解決された場合、他方の当事者の資産の全部若し
くは一部について管財人は、管財人の選任された場合又は他方の当事
者若しくは協議者の間で取止めを行った場合、又は

9.1.3 別紙[若しくは別紙 7]に違反した場合。
10. 一般要項
10.1 本研究の目的

本研究の目的は、[その目的を具体的に記述]である。特に、[重要な課題]を解決することを

今後、本研究の結果を活用し、[その活用の可能性を示す]ことを目指す。

10.2 研究の方法

本研究は、[研究方法]を用いて行われる。特に、[重要な実験の詳細]を示す。

10.3 研究の結果

本研究の結果は、[結果の詳細を示す]である。特に、[重要な発見]を含む。

10.4 研究の意義

本研究の意義は、[意義の詳細を示す]である。特に、[重要な貢献]を含む。

10.5 研究の結論

本研究の結論は、[結論の詳細を示す]である。特に、[重要な結論]を含む。

10.6 安全義務

本研究においては、[安全対策の詳細]を講じる。特に、[重要な安全対策]を含む。
手順10：各当事者は、他方の当事者が本件契約に基づく権利を有効にしたり又は該当する地域において当該権利の登録を可能ならしめるために、他方の当事者が合理的に請求する行動を実行し且つ書類を作成するものとする。但し、かかる請求をした当事者は、他方の当事者の合理的な費用を支払うものとする。

修正：本件契約の変更又は修正は、書面で作成され且つ各当事者の代表による署名が付されたものによらない限り、これを無効とする。

第3者：各被免責当事者が関連する免責補償の利益を享受する並びに本件契約が第6.7項に基づく利益を享受する場合（いずれの場合も1999年度契約（第3者の権利）法を遵守するものとする。）を除き、当事者以外の者は、本件契約の修正又者はその終了を妨げる権利を有さず、また、当事者以外の者は、本件契約により享受するところの利益を行使することはできない。

準拠法：本件契約及び本件契約、その内容又はその成立に起因又は関連する紛争又は申立て（契約上定めのない紛争又は申立てを含む。）は、イングランド法を準拠法とし、同法に従い解釈される。当事者がいずれかの法域においてその知的財産権又は秘密情報の保守を目的として訴訟を提起することができる場合を除き、本件契約に起因して発生し若しくは発生する可能性があり、又は本件契約に関連して発生し若しくは発生する可能性がある紛争（契約上定めのない紛争又は申立てを含む。）については、イングランドの裁判所が専属的管轄権を有するものとする。

上申：本件契約又は本件プロジェクトに関する問題について、一方当事者が他方の当事者にかかる問題を通知し、その後14日以内に両当事者が当該問題について合意に達することができない場合には、両当事者はかかる事案を、本件研究機関については[担当役員の氏名を記入する。]に、本件共同研究者については[担当役員の氏名を記入する。]に付託し、当該付託の後14日以内にかかる問題を解決するよう試みる。いずれの当事者は、かかる[14]日以内に当該事案が解決されない場合には10.10項に従い手続きを申し立てることができ、また、本第10.11項に従い問題が上申されたか否かに関わらず、知的財産権又は秘密情報の保守を目的としていずれかの管轄地において訴訟を提起することができる。

準拠：各当事者は、別紙5の規定を遵守するものとする。

データ保護：各当事者は、別紙6の規定を遵守するものとする。

別紙14：本契約は、複数の別紙によりこれを締結することができる。本契約が締結され、各当事者が1以上の別紙に署名捺印した後、各別紙は、本契約の文書となるものとする。全ての別紙は、その全てが同一の契約を構成するものとする。電子メールによる署名捺印の付された本契約の別紙（但し、サイドペーパーだけでなく、）のPDF又はJPEGの形式のものに信頼は、署名捺印の付された本契約の別紙の原本の交付及び有効であるものとする。かかる方法を用いる場合、各当事者は、他の当事者に対し、可及び速やかに署名捺印を付された別紙の原本を提出するものとする。

別紙15：各当事者は、適用され該当事務に関する法律及び規則を遵守するものとする。

各当事者は、他方の当事者が書面により通知し、且つ当該当事者に適用される当国の管轄に関する法律の特例の条件を遵守するものとする。
別紙１
本件経済的貢献

別紙２
本件プロジェクトプラン

プロジェクト名
プロジェクトの目的
実施地
各当事者が提供するバックグラウンド／資料
各当事者が実行する職務
タイムテーブル
各当事者が提供する人材、施設及び装置
予想される本件成果
各当事者の本件キーパーソン
外部的な経済支援の配分
[装置の帰属]
その他の条件
別紙 3

本件既存の支援条件

別紙 4

本件グッドデータマネジメントプラクティス

1. 研究データは、信頼できる科学的な技法及び過程を使用して生成しなければならない。

2. 研究データは、善き科学的慣行（good scientific practices）に従い、かかる研究を実施した者により正確に記録されなければならない。

3. 研究データは、遮切に、公平に、且つ善き科学的慣行（good scientific practices）に従い分析しなければならない。

4. 研究データ及び本件成果は、安全に保管され、容易に取り出すことができるよう名簿等でなければなければならない。

5. 研究の実施中になされた主要な決定、かかる研究に関する発表及びかかる研究に関して導き出された結論を容易に論証し再構築することができるよう、データ記録を保存しておかなければならない。

6. 各当事者は、他方の当事者が上記活動及び手続きを遵守していることを検証する目的で、少なくとも[30]日前に書面で通知することにより、当該他方の当事者を注意する権利を有する。

(Translation)
別紙 6
データ保護

一方の当事者（以下「データ取扱者」という。）が他方の当事者（以下「データ管理者」という。）に代わり、個人情報を取り扱う場合には、本別紙の規定が適用される。

1. 個人情報に関して、取扱を行う当事者をデータ取扱者とし、また、当該取扱の目的を決定する当事者をデータ管理者とする。データ取扱者は、

1.1 データ保護法第2条における個人情報を取り扱い、データ管理者に対してこれらの個人情報がデータ管理者に取扱われているような権利及び保護を与え、

1.2 随時データ管理者の指示に従い、本件プロジェクトを実行する目的においてのみ個人情報を取り扱い、

1.3 かかる個人情報の安全性、及びかかる個人情報の取扱いを活用できず、又はその取扱いに関与できる自らの従業員、スタッフ、役員及び代理人の代表及び幹部を除くすべての従業員及び代理人の管理を務めるように努め、データ取扱者が前記一の一般性を損なうことなく、かかる個人情報を権利のない又は権利のない使用、アクセス、開示、損失、消失し、かかる事情から安全に保護するものとし、

1.4 データ管理者がデータ主体に対する義務（特に、データ主体が自らの個人情報へのアクセス及びかかる個人情報の修正を正しくすること）を履行することができるよう合理的に要求する情報及び支援をデータ管理者に対し提供し、

1.5 データ管理者のため取り扱いにおける個人情報に関して、一定の情報を持つデータ主体から何らかの要求又は問い合わせを受けた場合においては、これにこれをデータ管理者に通知し、データ管理者が合理的に要求する場合には、データ管理者がかかる要求又は問い合わせに対応するための支援を行い、データ管理者の書面による同意を示すことなくかかる要求又は問い合わせに対応してはならず、

1.6 かかる個人情報に関する安全性に関しては、一方向の個人情報が欧州地域経済地域の外で、あらゆるデータの権利及び名義が保護されていない地域に移転してはならない。

1.7 データ管理者の書面による同意を得ることなく、当該個人情報を欧州地域経済地域の外で、あらゆるデータの権利及び名義が保護されていない地域に移転してはならない。

2. データ取扱者はデータ管理者に対し、自らが本パラグラフ1を遵守するための激烈に合理的な情報検査及び調査を実行することを要求し、データ管理者がかかる検査及び調査について合理的に求められる支援を当該データ管理者に対して提供するものとする。

3. パラグラフ1、2、4、5又は又は使用された文字どおりで開始される表現（「データ取扱者（Data Processor）」、「取り扱う（Process）」、「個人情報（Personal Data）」、「取扱い（Processing）」、「データ主体（Data Subjects）」）（もしくは、又は本件契約の他、法令で定義されていないもの）は全て、データ保護法令においてそれらに付与された意味を有するものとする。

4. 本件契約の目的の変更をさすいずれかのデータ保護条項（特に欧州一般データ保護規則）の修正又は再制定に合致させる目的で、又は個人情報の取扱いに関して情報コミッショナー又はその他の
データ保護当局若しくは監督当局の要求又は懲罰に従事者が対応することができるようする目的で、両当事者は、本明細についての合理的な修正を行うことを合意するものとする。

5. 本件契約の終了又は本件プロジェクトの完了に関わらず、前パラグラフ 1 乃至 4 (両条項を含む。) は、データ取扱者がデータ管理者に代わり個人情報を取り扱っている限り、継続して効力を有するものとする。

6. データ取扱者は、自らが本明細に違反したことを原因として又はその違反に関連して発生した全ての経費、請求、要求、費用及び負債につき、要求がある次第データ保護者を免責し、また、完全に且つ効果的に免責し続けるものとする。

違いは、

両当事者が本件プロジェクトの過程又は本件プロジェクトの目的で取り扱われる個人情報についてその取扱い目的を決定する場合には、別紙の規定が適用される。

1. 各当事者は、かかる個人情報についてデータ管理者となり、本件プロジェクトに関して自らが取り扱う個人情報については次に掲げる事項を遵守する。各当事者は、

1.1 1998年データ保護法に基づいて個人情報を取り扱い、データ主体がデータ保護法下で有する権利及び保護をデータ主体に與えるものとして、

1.2 本件プロジェクト実行の目的においてのみかかる個人情報を取り扱い、

1.3 かかる個人情報の安全、並びにかかる個人情報の取扱いを活用でき又はその取扱いに関与できる自らの従業員、スタッフ、役員及び代理人の信頼性を確保するために適正と思われる技術的及び組織的な対策を講じる。各当事者は前述の一般性を損なうことなく、かかる個人情報を権限のない者に無断的に使用、アクセス、開示、損傷、損失若しくは破棄から安全に保護するものとし、

1.4 他方の当事者がデータ主体に対する義務（特に、データ主体が自らの個人情報へのアクセス及びかかる個人情報の修正を必要とすること）を履行することができる合理的に要求する情報及び支援を他方の当事者に提供し、

1.5 本件プロジェクトのために取り扱い中の個人情報に関して、いずれかのデータ主体から何らかの要求又は問い合わせを受けた場合には、直ちに他方の当事者に通知し、かかる他方の当事者が合理的に要求する場合には、当該他方の当事者がかかる要求又は問い合わせに対応する支援を問い合わせ、

1.6 かかる個人情報に関与する安全性に実際に違反があった場合、若しくは違反が疑われる場合、又は本パラグラフ 1 違反があった場合には、直ちに他方の当事者に通知し、また、

1.7 他方の当事者の書面による同意をもって得ることなく、当該個人情報を欧州及びその他の地域においてデータ主体の権利及び自由が保護される地域に移転してはならない。

2. 各当事者は他方の当事者に対し、自らが前パラグラフ 1 を遵守するために講じた対策を合理的な時間に検査及び調査を実施することを認め、かかる他方の当事者がかかる検査及び調査について合理的に要求する支援を当該他方の当事者に対して提供するものとする。

(Translation)
[別紙 8
合意されたライセンス条件

譲渡される成果：
地域：
事業分野：
支払条件：
目的：
権利の復帰：]

(1) [名称を挿入する。]

(2) [名称を挿入する。]

解釈
非効約 4
（シナリオ本件共同研究者は本件成果を保有し、また、本件研究機関は本件成果を学術研究目的で使用する権利を有する。学術的公表を行うことが許可されている。）
本件契約は、2011年9月8日付けで，
(1) [所在地を撤廃する。]に事務局事務所を有する[名称を撤廃する。]（以下「本件研究機構」
という。）と，
(2) [「イングランド」において登記された会社である（会社番号：[番号を撤廃する。]）]，[退廃
上の営業所の所在地を撤廃する。]に登記上の営業所を有する[名称を撤廃する。]（株式会
社）又は[有限会社]，[会社名]（本件研究機構の所在地を撤廃する。]に所在する[当事者の虚
位 'NHS' 信託等を撤廃する。]である[名称を撤廃する。]（以下「本件共同研究者」とい
う。）
との間に締結された。

＃背景

本件契約の当事者は、「[プロジェクト名を撤廃する。]」に銘打った研究プロジェクトについ
て相互に協力をすることを希望している。

【技術機密保護】は，以下の記載するオフセットの条件に従い，且つ両当事者間が相互に協力す
ることを規定する契約を締結することを条件に，当該プロジェクトに関連する義務を行う方針を
表明した。

本件契約は，当該プロジェクトに関連する当事者間の協力について規定するものである。

1. 定義及び解釈

1.1 本件契約において，以下の表現は，右欄に記載の意味を有するものとする。

『学術的公表』
機関誌若しくは電子リポジトリの中でのアブストラク
ト，記事若しくは論文の公表，又は会議若しくはセミ
ナーでのそれらの発表をいう。また，第 5 条及び第 6
条における「公表者」及び「公表」は，かかる公表
又は発表を指すものと解釈される。

『学術研究目的』
研究[[除かれる内容を記載する。]を除く。]，指
導[]，及び[]教育業務に臨床患者管理]をいう。

『本件契約』
別紙を含む本書であり，その後第 10.8 項に従い随時
修正されたものをいう。

『バックグラウンド』
情報，データ，手法，ノウハウ，発明，発見，ソフト
ウェア及び資料（開示又は保存される形態又は媒体を
問わない。）のうち，本件プロジェクトで使用するた
めにある当事者（上記が当事者に帰属するもので
あるか，第三者に帰属するものであるかを問わな
い。）から他方の当事者に提供される（本件契約の
前後を問わない。）ものをいう（本件成果を除
く。）。

『英字の翻訳』
本件プロジェクトのため又は本件プロジェクトにおい
ていずれかの当事者の利用に資するために第三者によ
り行われる資金援助又は支援をいう，かかる第三者に
は国際機関又は公共団体を含むがこれらに限られな
い。]

『本件契約の適用』
別紙 1 に定める本件共同研究者によって提供される経
済的な支援をいう。

『本件契約の支援主体』
[英字の翻訳を提供する主体の詳細を撤廃する。]
【「本件経済的支援条件」】

【本件経済的支援主体が外部経済的支援を行う際の条件をいう。当該条件の写しを別紙 3 として本件契約に添付する。】

【「本件グッドデータマネジメントプラクティス」】

別紙 4 に定められた行為及び手続きをいう。

【「グループ会社」】

本件共同研究者を現時点において支配する若しくは現時点において本件共同研究者により支配されている事業体又は現時点において本件共同研究者を支配する第三者により支配される事業体をいう。

【「知的財産権」】

特許権、発明権、商標、役務権、登録権、著作権及び関連する権利、データベース権、意匠権、製品情報使用及び保護する権利（いずれの場合も、当該権利の登録の有無を問わず、これらに基づく侵害の実体及びその範囲、一括及び分割侵害、更新又は延長に係る権利、並びに上記に係る優先権を請求する権利を含む。）、並びにいずれの法域においても時間的あるいは形態的にこれら権利を侵害し、これに基づいて不正利益を受けるもの又はこれに基づいて不正利益を受けるものと知ったものをいう。ただし、本件契約の目的で商標として登録された商標及び著作権として登録されている著作物その他の物についての権利を除くものとする。

【「本件キーパーソン」】

本件主要研究者、本件監督者及び本件プロジェクトプランで定めるその他のキーパーソンをいう。

【「ノウハウ」】

特許化されていない知的財産（発明、発見、構想、技法、モデル、研究及び発表及び検査の手続き、実験及び検査及び実験の結果、製造に関する工程及び技巧及び仕様、品質管理データ、分析、報告書及びに提出物に関連する情報）であって、公知でないものをいう。

【「本件実施地」】

本件プロジェクトプランの定め、本件プロジェクトが実施される箇所をいう。

【「当事者」】

本件研究機関又は本件共同研究者及び第 2.14 項に従って本件契約の当事者となる者を、個別に又は総称していう。

【「本件主要研究者」】

【第 9.2 項に従い任命された者の後任者をいう。】

【「本件プロジェクト」】

本件プロジェクトプランに記載のプロジェクトをいう。

【「本件プロジェクトマネージャー」】

本件主要当事者において業務プロジェクトマネージャーに選任され、かつ本件経済的支援条件に基づき本件経済的支援主体によって承認される個人をいう。

【「本件プロジェクト期間」】

第 2.1 項に定める期間をいう。

(Translation)

【「本件プロジェクトプラン」】

本件契約の第 2 篇として添付されるプロジェクトプランをいう（本件契約及び本件経済的支援条件）の条件に基づいて随時変更される。」

【「本件成果」】

本件プロジェクトの過程で生産され、初めて実現され若しくは書面にまとめられ又は開発された情報、データ、手法、ノウハウ、成果、発見、ソフトウェア及び資料の全部又は一部をいう（開示又は保存される形態又は法的規制を問わぬ）。

【「変更契約」】

当事者及び本件契約の新当事者向けの契約により、又は当事者のために制定される上記の契約をいう。

【「付加価値税」】

1994 年付加価値税法に基づき課税される付加価値税又はこれに代わる税金をいう。

1.2 本件契約の変更は、参照上の便宜に資する目的に限るものであり、本件契約の構成又は解消に影響を及ぼさない。

1.3 本件契約において、ある者への言及には、自然人、法人又は人格のない団体（個別の法人格の有無を問わない。）が含まれるものとする。

1.4 本件契約において、法律又は法律の規定への言及は、その現時点の改正又は制定又は制定を含むものとする。さらに、当該法律又は法律の規定について随時変更される一切の下位立法を含むものとする。

1.5 本件契約において、「書面による」又は「書面の」この表現には、電子メールが含まれるものとする。

1.6 本件契約において、文書の累積、又は文書の言及は、その随時変更又は更新（いずれの場合も、本件契約に違反しているものを除く。）を含めた当該他の契約又は文書への言及であるものとする。

1.7 本件契約において、文書の言及又は文書への言及は、本件契約の条項及び別紙への言及であるものとし、パラグラフの言及は、関係する別紙のパラグラフへの言及であるものとする。

1.8 本件契約において、「含む」「含む」若しくは「とり入れ」又は「とり入れ」という表現は、随時の表現を伴って使用される用語は、あるものを示すものと解釈されることと、当該表現に先立つ用語の内容を制限するものではない。

1.9 本件契約において、文書の言及又は文書への言及は、本件契約の条項及び別紙への言及であるものとし、文書の言及又は文書への言及であるものとし、文書の言及又は文書への言及は、当該上記に準拠するものを含む。

1.10 本件契約において定義され、本件契約において定義されている用語又は表現は、本件契約において定義される場合、本件経済的支援条件において定義された意味を有するものとする。
3.4 [本件プロジェクトに定める事項を除き、] 本件研究機関は、本件経済的責任【又は外部の経済支援】を用いて、自分が又は自身のために購入し又は作製した全ての装置を所有するものとする。

4. 知的財産権の使用及び許可

4.1 本件契約は、本件成果に該当しないバックグラウンド又はその他の技術、意匠、著作物、発明、ソフトウェア、データ、方法、ノウハウ若しくは資料についての知的財産権の帰属に及ぼさないものとする。それらに関する知的財産権は、本件プロジェクトに対してそれを提供する当事者又はそのライセンサーの財産であり続けるものとする。本件契約において明示的に規定された権利を除き、本件契約は、知的財産権を使用するためにライセンスを付与し又はかかるライセンスの交付を暗示的に意図することはないものとする。

4.2 各当事者は、他の当事者に対し、本件プロジェクトを実行する目的で自らのバックグラウンドを使用するためのライセンスリクエストをする。すべての当事者、本件共同研究者並びにその共同研究者若しくはグループ会社に対して又は当該業務の当事者若しくはグループ会社に付与する必要又は提供する必要がある場合、本件プロジェクトを実行する目的において当事者のバックグラウンドを使用することを認められた場合を除いて本件研究機関のバックグラウンドの使用に係るライセンスを付与してはならない。

4.3 本件共同研究者は、当該本件成果における知的財産権の保有権を有するものの上、当該当事者が当該本件成果における知的財産権の登録及び梁護するために随時時制的手段（本件成果の権利の権利を含む）を担当者及び所定の権利を実施するものとする。ここに明記すべきこととする。

4.4 本件研究機関は、本件成果の創出に関与する自己の従業員及び（もしごと）者が、本件共同研究者に対し本件成果に関する知的財産権の登録及び梁護に関して合理的に請求する権利（登録の権利を含む）を提供するものとする。当該当事者には、当該本件成果における知的財産権の権利を含む。ここに登録の権利に関する権利の権利を含む。

4.5 学生又は下請業者といった第三者が本件プロジェクトに関与する、又は関与していた場合、かかる第三者が使用した当事者、本件第4条に規定の効力を生じるため、当該成果に対して当該第三者の当該当事者として譲渡させようとする（適切な場合には、将来における譲渡の権利を含む。）

4.6 本件成果に係る知的財産権の譲渡を予約することが可能な範囲において、本件研究機関は、かかる第三者に係る知的財産権の譲渡を予約することが可能な範囲において、本件研究機関は、かかる第三者の譲渡により、かかる知的財産権が譲渡される材料を有する知的財産権を本件共同研究者に譲渡する。
別紙１
本件経済的貢献

別紙2
本件プロジェクトプラン

プロジェクト名
プロジェクトの目的
実施地
各当事者が提供するバックグラウンド／資料
各当事者が実行する職務
タイムテーブル
各当事者が提供する人材、施設及び装置
予想される本件成果
各当事者の本件キーパーソン
外部的経済支援の配分
[装置の帰属]
その他の条件
【別紙 3
本件経済的支援条件】

【別紙 4
本件グッドデータマネジメントプラクティス】

1. 研究データは、信頼できる科学的な技法及び手順を使用して生成しなければならない。

2. 研究データは、周辺科学的慣行（good scientific practices）に従い、かかる研究を実施した者により正確に記録されなければならない。

3. 研究データは、適切に、公平に、且つ科学的慣行（good scientific practices）に従い分析しなければならない。

4. 研究データ及び本件成果は、安全に保管されまた、容易に取り出すことができるよう状態でなければならない。

5. 研究の実施中になされた主な決定、かかる研究に関する発表及びかかる研究に関して導き出された結論を容易に論証し再構築することができるよう、データ証跡を保存しておかなければならない。

6. 各当事者は、他方の当事者が上記活動及び手続きを遵守していることを検証する目的で、少なくとも[30]日前に書面で通知することにより、当該他方の当事者を検証する権利を有する。
### 別紙 5

**個人情報の取扱い**

1. 各当事者は、本件プロジェクトに関連して、

1.1 2010年個人情報保護法を含め、自ら又は自らの活動に適用され、且つ取り扱う情報の保護を適切に行うための法律、規定及び規則に従い、各当事者は、本件プロジェクトに関連して、

1.2 本件プロジェクトが英国で実行される場合には、2010年個人情報保護法の第1条及び第2条又は第6条の違反に該当する行為を一切行わざるをえない。

1.3 パラグラフ1.1及び1.2の遵守を確保するための方針及び手続き（2010年個人情報保護法の第7(2)条に従って決定された適切な手続き、及び同法第9条に従い発行された指針を含む。）を有し、

1.4 パラグラフ1.3に言及される方針及び手続きに従い、且つこれらを執行し、

1.5 いかなる種類のものであっても、不適切な利用またはその他の利用の請求又は要求を受けた場合には、他方の当事者に対して速やかにこれを報告し、

1.6 他方の当事者が臨時合理的に請求した場合には、本件紙を遵守している旨の証拠となるものを提供し、

1.7 本件契約及び本件プロジェクトに関連して開示された全ての支払い、並びに本件紙を遵守するための手続きに直面したための最大の記録及び会計帳簿を維持し、（当該記録及び会計帳簿は、他方の当事者が本件紙の遵守状況を確認することにあたって十分なものでなければならない。）

1.11 要求があった場合、通常の営業時間内に、他方の当事者が当該記録及び会計帳簿にアクセスし、その写しを作成し、及び本件紙の遵守状況を確認するためにその従業員と協議することを認めるものとする。

2. 各当事者は、自らの関係者（その関係者は、2010年個人情報保護法第8条及び同法第4条に従い規定される。）に対し、本件プロジェクトに関与している者が、本件紙において当該当事者に課せられるその他の同等の条件を課した書面の契約書に基づいての関与をするようにする。

3. 各当事者は、パラグラフ2で言及する者が本件紙で開示されている条件や同等の条件を遵守するようにし、かかる者が当該条件のいずれかに違反した場合には他方の当事者に対する責任を負うものとする。

4. 当事者の関係者には、その従業員、学生、グループ会社並びに再委託先及びそれらの代表社員を含む。
本件契約の終了後は本件プロジェクトの目的で、およびその目的に関連して発生した全ての債権、債務、要求及び負債につき、要求があれば次第データ保護者を免責し、また、完全に且つ効果的に免責し続けるものとする。
第1部 人权

1. 法律により要求される又は禁止される場合を除き、各当事者は、本件契約の履行に際して、
    1.34 児童により行われる作業が当該児童の成長を身体的又は精神的益に賜ることが合理的に
        予想される状況において、児童を雇用、採用又は使用してはならない。
    1.35 いかなる個体の強制労働（監禁、強制労働、奴隷労働等）も行われてはならない。
    1.36 その従業員に対して、就業開始時に書類の提出又は証明書の提出を求めることはならない。
    1.37 従業員にとって当面の危険のない安全かつ健康的な職場を提供し、当該当事者が従業員
        に宿泊機関を提供する場合は、当該宿泊機関は、居住にあたって安全であるものとして、
    1.38 職場において災害又は事故が発生した場合に従業員に対して清潔な水、食料及び救急医
        療を提供し、
    1.39 いかなる理由（人種、宗教、障害又は性別を含む。）によっても従業員を差別せざる
    1.40 体罰、精神的、肉体的、性的又しくは言語による虐待を行わず、又はこれらを支持せず、
    1.41 職場において残酷又は虐待的な懲罰行為を行わず。
    1.42 各従業員に対して、少なくとも最低賃金又は業界において一般的な額に相当する賃金
        （のいずれか高い方）を支払い、各従業員に対して法律により定められた時給を支払
        い。
    1.43 当該当事者が事業を行う国における就業時間及び雇用条件に関する法律を遵守し、
    1.44 従業員による独立の労働組合の加入権及び労働組合の結社の自由を尊重するものとする。

2. 各当事者は、各自のサプライチェーンの管理に責任を負うこと、並びに当該当事者が本件契約に
    基づく義務を履行する際に使用する物品及びサービスの提供業者による倫理基準の遵守及び人権
    の尊重を促すことに同意する。

3. 各当事者は、自身がこれまでに倫理及び人権に関する方針並びに当該方針の違反に対するため
    の適切な苦情処理に関する全ての法律、規則及び規制（2015年現代労働法を含む。）を遵守し、
    28. 自身又はその事業に適用され、且つ反奴隷制度及び反人権侵害に関する一切の法律、規則及び規制
        （2015年現代労働法を含む。）を遵守し、
    29. 本件プロジェクトが英国において実施される場合は、2015年現代労働法の第1条、第2条又は
        第4条の違反に相当する行為を行わぬ。
日付 __________________ 201[ ]

(Translation)

本件契約は、201年6月8日付けで、

【所在地を挿入する。】に事務局事務所を有する【名称を挿入する。】（以下「本件研究機関」という。）と、

(1) 本件研究機関、及び【イングランド】において登記された会社であり（会社番号：【番号を挿入する。】）、【商号上の営業所の所在地を挿入する。】に登記上の営業所を有する【名称を挿入する。】（以下「本件事業者」という。）に在する【当業者の虚位（NHS 信託等）を挿入する。】である【名称を挿入する。】（以下「本件共同研究者」という。）との間に締結された。

【学術的公表】

機関誌若しくは電子リポジトリの中でのアブストラクト、記述若しくは論文の公表、又は会議若しくはセミナーでのその他の発表をいう。また、第5条及び第6条における「公表する」及び「公表」は、かかる公表又は発表を指すものと解釈される。

【学術研究目的】

研究【(例外を挿入する。を除く。)】、指導【(及び)】教育【(及び)臨床患者管理】をいう。

【本件契約】

別紙を含む本書面であり、その後第10.8項に定める期間において修正されたものをいう。

【バックグラウンド】

情報、データ、方法、ノウハウ、発明、発見、ソフトウェア及び資料（開示又は保存される形態又は媒体を問わない。）のうち、本件プロジェクトで使用するためにある当事者（上記が当該当事者に帰属するものであるか、第三者に帰属するものであるかを問わない。）から他方の当事者に提供される（本件契約の前後を問わない。）ものをいう（本件成果を除く。）。

【技術戦略会議】

以下に記載するオファーレートの条件に従い、且つ両当事者が相互に協力することを規定する契約を締結することを条件に、当該プロジェクトに関連する計画を行う方針を表明した。

本件契約は、当該プロジェクトに関連する当事者間の協力について規定するものである。

1. 定義及び解釈

1.1 本件契約によって、以下の表現は、右欄に記載の意味を有するものとする。

「学術的公表」
「営業日」
インドグラントの銀行休業日又は祝日を除く月曜日から金曜日までを（両日も含めて）という。

「臨床患者管理」
本件成果における知的財産権を使用する権利を有する第三者の医師の管理下にある病院、診療所及び健康管理管理のいずれかをいう。

「本件研究者資料」
本件研究者が本件プロジェクトに提供するか否か若しくは本件プロジェクトの対象であるか否かは、その一つである【資料】（既に存在しているか又は開発中であるかを問わない。）をいう。

「本件研究者成果」
【本件研究者バックグラウンド】本件研究者資料【又は本件研究者資料】又は本件研究者秘密情報の構成、特性、製造、開発、改良又は使用に直接関係する範囲内的本件成果【既に存在しているか又は開発中であるかを問わない。】をいう。

「本件監督者」
氏名又は第9.2項に従いその後に指名された者をいう。

「本件開始日」
本件プロジェクトが開始する／開始された日をいう。

「秘密情報」
各当事者の秘密の情報、即ち、本件プロジェクトで使用するためにある当事者から他の当事者に対して開示され、且つ開示前又は開示時に即座に通知され、及び開示後も本件プロジェクトの対象であるか否かは、その一つである【資料】（既に存在しているか又は開発中であるかを問わない。）をいう。

「本件研究機関」
本件研究機関が本件プロジェクトに提供するか否かにかかわらず、本件プロジェクトの対象であるか否かは、その一つである【資料】（既に存在しているか又は開発中であるかを問わない。）をいう。

「本件研究機関成果」
【本件研究機関バックグラウンド】本件研究機関資料【又は本件研究機関秘密情報】の構成、特性、製造、開発、改良又は使用に直接関係する範囲内の本件成果【既に存在しているか又は開発中であるかを問わない。】をいう。

「知的財産権」
特許権、商標権、版権権、版権権及び使用する権利、データベース権、着作権、秘密情報使用及び保護する権利（いずれの場合も、その権利の登録の有無に関わらず、これらに係る申請の実施及び受理並びに当該申請に係る権利。）並びに当該権利の継続、一部分割、有効化、更新又は延長する権利、並びに法律上に係る優先権を請求する権利を含む。）（並びにいずれの法域においても登録又は登録）を通じた権利をいう。

「外的経済支援」
本件プロジェクトのため又は本件プロジェクトにおいていずれかの当事者の利用を助けるために第三者より行われた資金援助又は支援をいい、かかる第三者は国家機関又は公共団体を含むがこれらに限られない。

別紙１に定める本件共同研究者によって提供される経済的な支援をいう。

「外部の経済支援」
本件の経済的支援を提供する主体の詳細を掲載する。

「本件経済的支援条件」
本件経済的支援主体が本件経済的支援を行う際の条件をいう。

別紙4に定められた行為及び手続きをいう。

グループ会社
本件研究者を現時点において支配する若しくは現時点において本件共同研究者により支配されている事業体、又は現時点において本件共同研究者を支配する第三者により支配される事業体をいう。

「本件研究機関資料」
本件研究機関が本件プロジェクトに提供するか否かにかかわらず、本件プロジェクトの対象であるか否かは、その一つである【資料】（既に存在しているか又は開発中であるかを問わない。）をいう。

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「知的財産権」
特許権、商標権、版権権及び使用する権利、データベース権、着作権、秘密情報使用及び保護する権利（いずれの場合も、その権利の登録の有無に関わらず、これらに係る申請の実施及び受理並びに当該申請に係る権利、並びに当該権利の継続、一部分割、有効化、更新又は延長する権利、並びに法律上に係る優先権を請求する権利を含む。）（並びにいずれの法域においても登録又は登録）を通じた権利をいう。

「外的経済支援」
本件プロジェクトのため又は本件プロジェクトにおいていずれかの当事者の利用を助けるために第三者より行われた資金援助又は支援をいい、かかる第三者は国家機関又は公共団体を含むがこれらに限られない。

別紙１に定める本件共同研究者によって提供される経済的な支援をいう。

「外部経済支援」
本件の経済的支援を提供する主体の詳細を掲載する。

「本件経済的支援条件」
本件経済的支援主体が本件経済的支援を行う際の条件をいう。

別紙4に定められた行為及び手続きをいう。

グループ会社
本件研究者を現時点において支配する若しくは現時点において本件共同研究者により支配されている事業体、又は現時点において本件共同研究者を支配する第三者により支配される事業体をいう。

「本件研究機関資料」
本件研究機関が本件プロジェクトに提供するか否かにかかわらず、本件プロジェクトの対象であるか否かは、その一つである【資料】（既に存在しているか又は開発中であるかを問わない。）をいう。

「本件研究機関成果」
【本件研究機関バックグラウンド】本件研究機関資料【又は本件研究機関秘密情報】の構成、特性、製造、開発、改良又は使用に直接関係する範囲内の本件成果【既に存在しているか又は開発中であるかを問わない。】をいう。

「知的財産権」
特許権、商標権、版権権及び使用する権利、データベース権、着作権、秘密情報使用及び保護する権利（いずれの場合も、その権利の登録の有無に関わらず、これらに係る申請の実施及び受理並びに当該申請に係る権利、並びに当該権利の継続、一部分割、有効化、更新又は延長する権利、並びに法律上に係る優先権を請求する権利を含む。）（並びにいずれの法域においても登録又は登録）を通じた権利をいう。

「外的経済支援」
本件プロジェクトのため又は本件プロジェクトにおいていずれかの当事者の利用を助けるために第三者より行われた資金援助又は支援をいい、かかる第三者は国家機関又は公共団体を含むがこれらに限られない。
1.4 本件事件において、平成4年に発表された調査の結果は、その時効文書として、呈示又は同様に提出したものとされるものとする。

1.5 本件事件において、呈示する又は「要旨」のという表現については、電子メールが含まれるものとする。

1.6 本件事件において、平成4年に発表された調査の結果は、その時効文書として、呈示又は同様に提出したものとされるものとする。

1.7 本件事件において、呈示する又は「要旨」のという表現については、電子メールが含まれるものとする。

1.8 本件事件において、平成4年に発表された調査の結果は、その時効文書として、呈示又は同様に提出したものとされるものとする。

1.9 本件事件において、呈示する又は「要旨」のという表現については、電子メールが含まれるものとする。

1.10 本件事件において、呈示する又は「要旨」のという表現については、電子メールが含まれるものとする。

2.1 本件事件において、呈示する又は「要旨」のという表現については、電子メールが含まれるものとする。

2.2 本件事件において、呈示する又は「要旨」のという表現については、電子メールが含まれるものとする。

2.3 本件事件において、呈示する又は「要旨」のという表現については、電子メールが含まれるものとする。
2.4 各当事者は、本件プロジェクトに関与する自らの従業員及び（もしくは）学生が、規則上の及び倫理上のライセンス、同及び承認に伴う条件を遵守すること。本件プロジェクトに関連して実施される全ての研究、開発及びその他の作業及びに本件成果の全てについての完全かつ正確な記録をとること。各本件成果を取得又は形成した者の署名及び当該当事者の従業員のうち当該成果チームに属さず当該作業を理解している者の署名を付したものを保存すること。また、本件グッド・データマネージメントプラクティスを遵守するようする。

2.5 各当事者は、本件プロジェクトに関与するそのスタッフ及び学生（もしくは）本件共同研究者の場合は、グループ会社のスタッフを含む。）が、会の当事者を当該地域において勤務する又は当該地域を訪問する際に、当該技術の関連及びセキュリティに関する対談及び手順を遵守するように、当該当事者の情報システムにアクセスする又はこれを使用する際、当該当事者の情報セキュリティに関する方針及び手順を遵守することを要求する。

2.6 本件研究機関【取り扱い】各当事者は、別紙7の規定を遵守するものとする。本件共同研究者は、本件プロジェクト期間において業務、本件プロジェクトを本件共同研究者の関連方針及び手順を遵守した上で実施するにあたって別紙7の第[3]条の変更が必要な場合、その変更を求めることができる。

2.7 本件研究機関【取り扱い】各当事者は、本件プロジェクトプランに従い本件プロジェクトの実行のために合理的な努力を行うものとするが、【本件研究機関】取り扱い（いずれの当事者も）、研究が特別の結果につながることを保証することはなく、本件プロジェクトの成果の実施を保証することを要しない。

2.8 本件研究機関【取り扱い】各当事者は、【本件共同研究者】取り扱い（他方の当事者）に対して、本件プロジェクトの期限を要約した【月次の】取り扱い（基準期ごとの）報告書及び全ての本件成果の写しを提供するものとする。

2.9 本件研究機関【取り扱い】各当事者は、本件成果について許可取得又はあると判断した場合、遅くは本件研究機関【取り扱い】各当事者【の上記の】取り扱い（他方の当事者）にその旨を通知し、【本件共同研究者】取り扱い（他方の当事者）に当該本件成果の写しを提供する。【本件研究機関】取り扱い（各当事者）は、第2.8条に定める報告書において、その他の本件成果を【本件共同研究者】取り扱い（他方の当事者）に報告する。

2.10 各当事者は、他方の当事者に対して、自らがその詳細に徴全の権利及び権能を有しており、また本件成果の詳細及び履行を可能ならしめるために全ての必要な行為を行い、且つ全ての権利、ライセンス、同意及び承認を取得したことを【本件経済的支援条件に違反していないこと】を保証する。

2.11 本件プロジェクトに関連して当方当事者が【生物由来又は化学】物質、他方当事者が当該に議論することに同意した場合、当該議論には、当該物質に関連して当事者間で別途調和される物質移動合意書の条件が適用される。

2.12 当方当事者により本件経済的支援条件が受領されていない場合、本件契約、本件経済的支援条件又は外国の経済支援の申込の日付から30日以内に当方当事者に本件経済的支援条件を受領するかを条件とする。

2.13 各当事者は、

2.13.1 自身が本件経済的支援条件の当事者である場合は、本件経済的支援条件を定める義務を遵守し、

2.13.2 本件経済的支援条件に基づいて本件プロジェクトを実施し、

1.3 1.3.3 本件経済の支援基準から通知又は要求を受領した場合は、第10.1項に従って直接に他に当事者に通知する。 ]

2.14 本件共同研究者及び本件研究機関【及び本件経済の支援主体】の書面による同意のない限り、また、本件共同研究者及び本件研究機関に関しに変更契約を締結しない限り、新たな本件契約の当事者とすることを禁止しない。

3. 経済的支援【及び外部の経済支援】

3.1 【全当事者が一致した合意が書面により得られない場合には、外部的に経済支援の配分は本件プロジェクトの定めるに従うこととする。】【各当事者は、本件プロジェクトに対する自らの支出について決定の正確な会計記録を保持するものとする。】本件共同研究者は、自らに宛てられた【月次の】取り扱い（基準期毎の）請求書を受領した後【30】[60]【90】日以内、別紙1に従い本件研究機関に対して本件経済的支援に係る支払いを行うものとする。本件研究機関が負担する経費及び費用に対して本件経済的支援が請求されている場合、各請求書には、本件研究機関の責任による証明書を付すべきなければならない。

3.2 付加価値税の控除が適用されない限り、本件契約に基づいて本件研究機関に支払われる全ての金額には、本件共同研究者が適時規則に規定される税率で支払う付加価値税は含まれないものとする。

3.3 本件共同研究者が本件契約に基づく本件研究機関への支払いを受けた場合には、本件研究機関は、自らに適用される他の権利又は敷設手数を撤廃することなく、付加価値税の金額について、【同時適用される3ヶ月間の銀行間取引利率【3%を上乗せした料金率】】取引は1998年商務費事務支払延払い法（2013年商務費支払延払い規制に基づく改正条）に基づき発生する、【何らかの判断が得られる前及び後における】利息請求が可能であること。当該金額は、支払期限日又は支払い期間の終了後の実際の支払（共に同日に含む）までの期間について算出され、日単位に割り切り算出される。本件研究機関は、金額があり支払、当該利益を本件研究機関に支払うものとする。

3.4 【本件プロジェクトプランに定める事項を、】各当事者は、本件経済的支援【又は外部の経済支援】を用いて、自環が自環のために購入又は作成した全ての製品を所有するものとする。

4. 知的財産権の使用及び適用

4.1 本件契約は、本件成果が該当しないバックグラウンドやその他の技術、商標、著作物、発明、ソフトウェア、データ、手法、ノウハウ若しくは資料についての知的財産権の帰属に影響及び影響を与えないものとする。それらに関する知的財産権は、本件プロジェクトに対してそれらを提供する当事者【又はそのライセンサーの】財産であり続けるものとする。本件契約に関して明示的又は黙示的で規定された権利を除き、本件契約は、知的財産権を使用するためのライセンスを付与し又はかかるライセンスの全てを明示的に付与することはないものとする。

4.2 各当事者は、他方の当事者に対して、本件プロジェクトを実現する目的で自らのバックグラウンドを使用するためのライツライセンス、交付又は許可等相当のライセンスを付与する。いずれの当事者も、以下の場合は除いて他方当事者のバックグラウンドの使用に関するサプライアンスを付与してはならない。
4.2.1 本件共通研究者は、グループ会社及び本件共通研究者又はグループ会社のために若しくはそれらに代わる役務を提供する者に対し、本件プロジェクトを実施する目的において本件研究機関のバックグラウンドを使用することを認めめた場合及び

4.2.2 第411条に基づき付与された追加ラインベースに基づき認められる場合

4.3.1 本件研究機関は、本件研究機関成果における知的財産権の保有者を有するものとし、本件共通研究者は、本件共通研究機関成果における知的財産権の保有者を有するものとし、第4.11.4号に基づく本件研究機関成果における知的財産権の保有者を有するものとし、保有するべき手続（本件研究機関成果における本件共通研究者に係る特許出願申請及び並行に当該知的財産権の侵害又は侵害についての訴訟の提起を行う。）を、随時、自身の費用負担において、[必要に応じて]証明することができる。

4.3.2 第411.1号に基づく義務を負うことなく、当該者の一方が本件研究機関における知的財産権を侵害又は保有する者に対し損害賠償を行うことが必要である場合、当該者の一方は、申立てを棄却する者を除き、申立てを棄却する者以外の当該者に対し、申立てが棄却され競争手を創出する当該者は、その他の当該者又は当該者がある損害賠償を負うことを認めた当該者に対して、申立てした者に対して許可することができる。 [尚、添削]
6.3.1 本件共同研究者の秘密情報である本件共同研究者のバックグラウンドに関する情報
(Translation)

6.3.2 本件契約において、付与された権利を行使するために、これを知る必要がある本件研究機
関の学生に提供する場合。ただし、本件契約において明示的に認められている場合を除
いてこれを使用してはならないものとし、当該学生は、当該バックグラウンド、当該
本件契約及び当該情報の秘密を保持することを契約するものとする。

6.4 本件共同研究者は、グループ会社又は本件共同研究者かつグループ会社のために著しく
それらの交付を受ける者で、本件契約において行使された権利を行使するために本件研究
機関のバックグラウンド、本件成約又はその他の情報を知る必要がある者に対してこれを提供す
る場合には、その他のバックグラウンドはその他の情報の秘密を保持し、それらを第三者に
開示しない義務に違反したものをみなされない。ただし、当該バックグラウンド又はその他の情
報は、本件契約において明示的に認められた場合以外に使用してはならないものとし、受領者は、
それらの秘密を保持することを契約するものとする。

6.5 本件契約の文書によっては、本件契約の文書によつて本件契約の文書により本件共同研
究者の秘密情報である情報の開示の請求を受けた場合、本件研究機関は、同様又は同規則に
基づき開示を行う前に、速やかに本件共同研究者に対してその旨通し、協議するものとする。
また、適宜、開示の可否及びその他の利用可能な選択肢についての指示を認め、本件共
同研究者に対し、自身が当該請求に基づき提供している情報を提供する。本件共同研究者は、本件
研究機関に対し、本件研究機関からの通知を受けたから[10]月以内に回答する。当該通知の、
本件研究機関が2000年情報保護法又は2004年情報保護規則に基づき開示される情報の適応を
できるかを判断するための支援として、本件共同研究者に対して当該情報の開示を求めるものである場合、
本件共同研究者は、請求及び回答された回答について
販売し、開示された開示に図を変更することをできる。本件共同研究者から
の指示に、関係者の命令又は情報コミニューや若しくは情報コミニューやを決定する場合
を除き、本件研究機関は、2000年情報保護法又は2004年情報保護規則に基づき請求への回答
として、本件契約において本件共同研究者の秘密情報に指定される情報を開示してはならない。

7.1 本件契約の文書によっては、本件契約の文書による本件契約の文書により本件共同研究
者の秘密情報である情報の開示の請求を受けた場合、本件研究機関は、同様又は同規則に
基づき開示を行う前に、速やかに本件共同研究者に対してその旨通し、協議するものとする。
また、適宜、開示の可否及びその他の利用可能な選択肢についての指示を認め、本件共
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7.2 本件契約の文書によっては、本件契約の文書により本件共同研究者の秘密情報である情報の開示の請求を受けた場合、本件研究機関は、同様又は同規則に基づき開示を行う前に、速やかに本件共同研究者に対してその旨通し、協議するものとする。
また、適宜、開示の可否及びその他の利用可能な選択肢についての指示を認め、本件共
同研究者に対し、自身が当該請求に基づき提供している情報を提供する。本件共同研究者は、本件
研究機関に対し、本件研究機関からの通知を受けたから[10]月以内に回答する。当該通知の、
本件研究機関が2000年情報保護法又は2004年情報保護規則に基づき開示される情報の適応を
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本件共同研究者は、請求及び回答された回答について
販売し、開示された開示に図を変更することをできる。本件共同研究者から
の指示に、関係者の命令又は情報コミニューや若しくは情報コミニューやを決定する場合
を除き、本件研究機関は、2000年情報保護法又は2004年情報保護規則に基づき請求への回答
として、本件契約において本件共同研究者の秘密情報に指定される情報を開示してはならない。
9.5 第8条、第9.1条、第9.2条又は第9.3条に基づいて本件契約が終了した場合には、本件契約に基づいて一方の当事者から他方の当事者に支払われた全ての権利及びライセンスは、以下のことを除いて自動的に終了する。

9.5.1 本件契約又は学術研究目的のバックグラウンドを使用する権利。

9.5.2 第5条に従い公表する権利、及び

9.5.3 本件契約又はバックグラウンドを研究目的で使用する権利

9.6 本件共同研究者は、本件契約の終了に当たり、終了前に実施され[且つ外部的経済支援の支払い対象とされている]全ての作業について本件研究機関に支払いを行うものとする。第9.2条又は第9.3条に従い終了した場合、本件共同研究者は、本件研究機関に負担した又は負担することに合意した解約でなかった経費及び費用の全てを本件研究機関に対して弁済するものとする。

9.7 第9.1条又は第9.2条に従い[本件研究機関により]又は第9.3条に従い本件共同研究者により]本件契約が終了された後に、本件経済的負担が本件プロジェクトに関与する本件研究機関のスタッフを採用するためのコストを負担する方針である場合には、本件共同研究者は第3条に従い、終了通知送達後に本件プロジェクトに従事する目的で本件研究機関に任命されたスタッフの人件費及び実費を支払い続けるものとする。但し、この場合、本件研究機関はかかるコストを最小化するために合理的な措置を全て講じるものとする。かかる支払いは、各種スタッフの契約終了有効日又は本件プロジェクトが終了する日（いずれか早い日）まで継続する。かかる直接的な負担後、本件契約終了の直接な結果により本件研究機関が負担することとなった追加費用の部分は、本件契約が存続した期間で除して計算するものとする。

9.8 本件共同研究者が子会本件経済的負担の支払いを済ませており、本件研究機関が本件プロジェクト期間の終了に又は本件契約の終了末に、かかる本件経済的負担が見込まれた全ての目的に対してその全額を使い切っていない場合には、本件研究機関は本件共同研究者に対しその未使用部分を返还するものとする。

10. 一般条項

10.1 通知：本件契約に基づいて送付される通知いずれも書面によるものとし、下記左欄に定めるいずれかの方法により他方の当事者に交付しなければならず、また右欄に定める該当日に受領したものをみなする。

传送方法
手渡し又は急送便
料金前納による第一種郵便
配達証明便

みなし受領日
交付日
投函後の第2営業日
投函後の翌営業日

前記に従い通知により変更されるまでの間、通知を受領する当事者の代表者をそれぞれ下記のとおりとする。

本件研究機関： 本件研究機関
氏名： 氏名
住所： 住所

10.2 議定書：いずれの当事者も、他方の当事者の事前の書面による同意を得ることなく、本件契約全体又は本件契約に基づく権利若しくは義務を譲渡又は譲渡することがない。但し、本件共同研究者は、本件研究機関の同意を得ることなく、本件契約の全体をグループ会社に譲渡することすることができる。いずれの当事者も、合理的な理由なく当該同意を保留又は延長させはならない。

10.3 違法な又は法的制限を有さない条項：本件契約のいずれか条項の全て又は一部が、いかなる法的域においては無効又は法的制限を有さないとされた場合でも、本件契約のその他の条項及び無効又は法的制限を有さないとされた条項の残りの部分は、当該法的域において引き続き効力に及ぼすものとし、また、いずれの法的域においても当該条項の有効性及び法的制限が影響を受けることはないものとする。

10.4 権利の放棄：一方の当事者が他方の当事者の義務の履行を制限することを解約若しくは履行せることを解約を退却せしめ又は本件契約に基づく権利の行使を解約若しくは行使せることを退却させる場合でも、かかる解約又は退却は、当該義務の履行を制限する権利には影響を及ぼすし、且つ当該権利の放棄を構成するものでもない。別段の明示的表示がない限り、本件契約の条項の放棄は、将来における当該条項の放棄を構成するものでない。

10.5 代理権の有無：本件契約は、両当事者間のパートナーシップ若しくは合弁事業又は当事者間の本人対代理関係の関係を創出し、暗示又は黙示するものではない。いずれの当事者も、他方の当事者についてこれを受け又はこれに対して責任を生じさせる権利を有さないものとする。

10.6 完全合意：本件契約及び本件経済的支援条件は、その主題に関する当事者間の完全合意を構成するものである。各当事者は、本件契約約定の定める以外の保証、表明、声明、合意又は譲渡に基づいて本件契約を破棄していないことを確認する。各当事者は、本件契約の明示的な条項でない表明について、本件契約違反の主張及び本件契約を破棄する権利を放棄するものとする。但し、本条項は、本件契約締結前の契約不言及び表示の無効について、当事者又は他方の当事者に負う責任（又は当事者又は本件契約を放棄することによることができる権利）を排除するものでない。

10.7 手続：各当事者は、他方の当事者が本件契約に基づく権利を有効にし又は該当する地域においては当該権利の行使を可能ならしめるために、他方の当事者が合理的に請求する行動を実行しかつ書類を作成するものとする。但し、かかる請求をした当事者は、他方の当事者の合理的な費用を支払うものとする。

10.8 修正：本件契約の変更又は修正は、書面で作成され且つ各当事者の代表者による署名が付されたものによらない限り、これを無効とする。

10.9 第三者：各社等当事者間が関連する免責補償の利益を享有するか又は本件契約の第6.7条に基づく利益を享有する場合（いずれの場合も1999年契約（第三者の権利）法に遵守するものとする。）を除き、当事者以外の者は、本件契約の修正又はその終了を妨げる権利を有さず、また、当事者以外の者は、本件契約により生じるこれらの利益を行使することはできない。
10.10 準拠法：本件契約及び本件契約、その内容又はその成立に起因又は関連する紛争又は申立て（契約上定めのない紛争又は申立てを含む。）は、イングランド法を準拠法とし、同法に従い解釈される。当事者がいずれの法域においてその知的財産権又は秘密情報の保護を目的として訴訟を提起することができる場合を除き、本件契約に起因して発生し若しくは発生する可能性があり、又は本件契約に関して発生し若しくは発生する可能性がある紛争（契約上定めのない紛争又は申立てを含む。）については、イングランドの裁判所が専ら的管轄権を有するものとする。


10.12 防断禁止：各当事者は、別紙 5 の規定を遵守するものとする。

10.13 データ保護：各当事者は、別紙 6 の規定を遵守するものとする。

10.14 副本：本件契約は、複数の副本によりこれを締結することができる。本件契約が締結され、当事者が 1 以上の副本に署名捺印した後、各副本、本件契約の成立となるものとする。全ての副本は、その全てが単一の契約を構成するものとする。電子メールによる署名捺印の付された本件契約の副本（但し、サーバー上だけであってはならない。）の（PDF 又は JPEG の形式での）送信、署名捺印の付された本件契約の副本の原本の交付として有効であるものとする。【かかる方法を用いる場合、各当事者は、他の当事者に、可及的速やかに署名捺印を付した副本の原本を提出するものとする。】

【10.15 輸出管理：各当事者は、適用ある国の輸出管理に関する法律及び規制を遵守するものとする。各当事者は、他方の当事者が書面により通知し、かつ当該当事者に適用される米国の輸出管理に関する法律の特定の条件を遵守するものとする。】

本件研究機関を代表してここに署名する [本件共同研究者を代表してここに署名する。]

氏名
役職
署名

【本件主要研究者は読了し、理解した。本件監督者は読了し、理解した。】

…………………………………………………………………………………………………………………………
…………………………………………………………………………………………………………………………
別紙 1
本件経済的寄献

別紙 2
本件プロジェクトプラン

プロジェクト名
プロジェクトの目的
実施地
各当事者が提供するバックグラウンド／資料
各当事者が実行する職務
タイムテーブル
各当事者が提供する人材、施設及び装置
予想される本件成果
各当事者の本件キーパーソン
外部的経済支援の配分
[装置の帰属]
その他の条件
[別紙 3]
本件調停の支援条件

[別紙 4]
本件グッドデータマネジメントプラクティス

1. 研究データは、信頼できる科学的な技法及び過程を使用して生成しなければならない。
2. 研究データは、善き科学的慣行（good scientific practices）に従い、かかる研究を実施した者により正確に記録されなければならない。
3. 研究データは、適切に、公平に、且つ善き科学的慣行（good scientific practices）に従い分析しなければならない。
4. 研究データ及び本件成果は、安全に保管され、容易に取り出すことができる名状態でなければならない。
5. 研究の実施中になされた主要な決定、かかる研究に関する発表及びかかる研究に関して導き出された結論を容易に論証し再構築することができるよう、データ記録を保存しておかなければならない。
6. 各当事者は、他方の当事者が上記活動及び手続きを遵守していることを検証する目的で、少なくとも[30]日前に書面で通知することにより、当該他方の当事者を観察する権利を有する。
一方向の当事者（以下「データ取扱者」という。）が他方の当事者（以下「データ管理者」という。）に代わり、個人情報を取り扱う場合には、別紙6の規定が適用される。

1. 個人情報に関して、取扱を行う当事者をデータ取扱者とし、また、当該取扱の目的を決定する当事者をデータ管理者とする。データ取扱者は、次のとおりである。

1.1 データ保護法に基づいて個人情報を取り扱い、データ主体に対してその個人情報がデータ管理者に取扱われているような権利及び保護を与え、

1.2 随時データ管理者の指示に従い、本件プロジェクトを実行する目的においてのみ個人情報を取り扱い、

1.3 かかる個人情報の安全性、及びかかる個人情報の取扱いを活用できる又はその取扱いに関与できる自らの従業員、スタッフ、役員及び代理人の信頼性を確保するため適正と認められる技術的及び組織的な対策を講じる。データ取扱者は前項の一般性を損うことなく、かかる個人情報を権限のない又は権限のない者に、アクセス、開示、損傷、損失若しくは破壊から安全に保護するものとする。

1.4 データ管理者がデータ主体に対する義務（特に、データ主体が自らの個人情報へのアクセス及びかかる個人情報の修正を正しく行うことができるよう合理的に要求する情報及び支援をデータ管理者に対し提出）を果たすものとする。

1.5 データ管理者の名簿に記載の方針に関して、いずれかのデータ主体から何らかの要求又は問い合わせを受けた場合には、直ちにこれをデータ管理者に通知し、データ管理者がかかる要求又は問い合わせに対応するための支援を行い、データ管理者の書面による同意を求めて得ることなくかかる要求又は問い合わせに対応してはならない。

1.6 かかる個人情報に関する安全性に実施に違反があった場合、若しくは違反が継続する場合、又は本ハラログラムに違反があった場合には、直ちにこれをデータ管理者に通知し、データ管理者がかかる要求又は問い合わせに対応するための支援を行い、データ管理者の書面による同意を求めて得ることなくかかる要求又は問い合わせに対応してはならない。

1.7 データ管理者の取扱い方針を基準に従い、当該個人情報は欧州経済地域の域外において、従来用いていた方法に基づいて管理し、変更することをしない。

1.8 データ取扱者はデータ管理者に対して、自らのハラログラムを遵守するに際して立った対策を合理的に検証及び適切なものを事前に認識し、データ管理者がかかる検証及び適切に合理的に求める支援をデータ管理者に対して提出するものとする。

2. データ取扱者はデータ管理者に対して、自らのハラログラムを遵守するに際して立った対策を合理的に検証及び適切なものを事前に認識し、データ管理者がかかる検証及び適切に合理的に求める支援をデータ管理者に対して提出するものとする。

3. バラログラム1、2、4、5又は6で使用された文字を開始される表現（「データ取扱者（Data Processor）」、「取り扱う（Process）」、「個人情報（Personal Data）」、「報復（Processing）」、「データ主体（Data Subjects）」）で、表記した変更又有意義を含む変更の規定は全て、データ保護法令においてそれらに付された意味を有することとする。

4. 本報示後の改正又は変更が行われた場合については、当該報示の更新が行うに従い、当該情報の取扱いに関して情報コミッション又はその他の
データ保護当局若しくは監督当局の要求又は懲罰に従事者が必要することができる目的で、両当事者は、本明細についての合理的な修正を行うことが合意するものとする。

5. 本件契約の終了又は本件プロジェクトの完了に関わらず、前パラグラフ 1 乃至 4（両条項を含む。）は、データ取扱者がデータ管理者に代わり個人情報を取扱っている限り、継続して効力を有するものとする。

6. データ取扱者は、自らが本明細に違反したことを原因として又はその違反に関連して発生した全ての経費、請求、要求、費用及び負債につき、要求があり次第データ保護者を保全し、また、完全に且つ効果的に保全し続けるものとする。

(Translation)

3. パラグラフ 1、2、4、5 又は 6 で使用された大文字で開始される表現（「データ取扱者（Data Processor）」、「取り扱う（Process）」、「個人情報（Personal Data）」、「取り扱いや（Processing）」、「データ主体（Data Subjects）」）（であり、且つ本件契約の他言でも定義されていないもの）は全て、データ保護法令においてそれらに付された意味を有するものとする。

4. 本件契約の後に新設されるデータ保護法令（特に欧州一般データ保護規則）の修正又は再制定に合致させる目的で、又は個人情報の取扱いに関して情報コミュニケーション又はその他のデータ保護当局若しくは監督当局の要又は懲罰に従事者が対応することができる目的で、両当事者は、本明細についての合理的な修正を行うことが合意するものとする。

5. 本件契約の終了又は本件プロジェクトの完了に関わらず、前パラグラフ 1 乃至 4（両条項を含む。）は、一方の当事者がデータ管理者である又は他方の当事者と何らかの個人情報を共有している限り、継続して効力を有するものとする。

(Translation)

383
[別紙 7]

第１部 人権

1. 法律により要求される又は禁止される場合を除き、各当事者は、本件契約の履行に際して、
   1.45 児童に与える手当が当該児童の成長を身体的又は精神的発達することが合理的に
   予想される状況において、児童を雇用、採用又は使用してはならず、
   1.46 いかなる場合の強制労働（監禁、単独強制労働、奴隷労働等）も行われてはならない、
   1.47 その従業員に対して、就業開始時に書類の提出又は保証金の差入を要求してはならず、
   1.48 従業員にとって当面の危険のない安全なかつ健康的職場を提供し、当該当事者が従業員
   に宿泊設備を提供する場合は、当該宿泊施設は、居室にあたって安全であるものとして、
   1.49 職場において直面又は事故が発生した場合に従業員に対して清潔な水、食料及び救急医
   療を提供し、
   1.50 いかなる理由（人種、宗教、障害又は性別を含む。）によっても従業員を差別せず、
   1.51 体罰、精神的、肉体的、性的若しくは言葉による虐待に行わず、又はこれらを支持せず、
   1.52 職場において残酷な又は虐待的な懲罰行為を行わず、
   1.53 各従業員に対して、少なくとも最低賃金又は業界において一般的な額に相当する賃金
   (のいずれか高い方)を支払い、各従業員に対して法律に規定される一切の給付を支払
   い、
   1.54 当該当事者が事を行う国における就業時間及び雇用条件に関する法律を遵守し、
   1.55 従業員による独立の労働組合の加入権及び労働組合及び労働組合の自由を尊重するものとす
   る。

2. 各当事者は、各自のサプライチェーンの管理に責任を負うこと、並びに当該当事者が本件契約に
   基づく義務を履行する際に対し使用する物品及びサービスの供給業者による倫理基準の遵守及び人権
   の尊重を促すことについて同意する。

3. 各当事者は、自身がこれまでに倫理及び人権に関する方針及び当該方針の違反に対抗するため
   の適切な苦情処理手続を遵守してきたこと、又は今後もこれらを遵守することを保証するものと
   する。

第２部 反奴隷制

各当事者は、本件プロジェクトに関連して、

37. 自身又はその事業に適用され、且つ反奴隷制及び反人売買に関する一切の法律、規則及び規則
   (2015年現代奴隷法を含む。) を遵守し、

38. 本件プロジェクトが英国において実施される場合は、2015年現代奴隷法の第1条、第2条又は
   第4条の違反に相当する行為を行わず、

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(Translation)

39. The paragraphs 1 and 2 are to be observed in accordance with the laws of the
   country in which the party is located.

40. The paragraphs 3 and 4 are to be observed in accordance with the laws of the
   country in which the party is located.

41. The paragraphs 5 and 6 are to be observed in accordance with the laws of the
   country in which the party is located.

42. The paragraphs 7 and 8 are to be observed in accordance with the laws of the
   country in which the party is located.

43. The paragraphs 9 and 10 are to be observed in accordance with the laws of the
   country in which the party is located.

44. The paragraphs 11 and 12 are to be observed in accordance with the laws of the
   country in which the party is located.

45. The paragraphs 13 and 14 are to be observed in accordance with the laws of the
   country in which the party is located.

第３部 本件共同研究者の方針及び手続

各当事者は、以下の事項を遵守するものとする。

[詳解を挿入する。]
ライセンスされる成果：

[独占的] 増え[非独占的] 権利：

地域：

事業分野：

期間：

支払条件：

目的：

権利の復帰：

(1) [名称を挿入する。]

(2) [名称を挿入する。]

(収穫) 事業契約 5
(委託研究)

(シナリオ本件共同研究者は本件成果を所有し、また、本件研究機関は本件成果を学術研究目的で使用する権利を有しない。学術研究を行うことは許可されていない。)
本件契約は、2019年4月8日付けで、

1. 定義及び解釈

1.1 本件契約において、以下の表現は、右欄に記載の意味を有するものとする。

「本件契約」
別紙を含む本書面であり、その後第10.8項に従い臨時修正されたものという。

「バックグラウンド」
情報、データ、手法、ノウハウ、発明、発見、ソフトウェア及び資料（開示または保存される形態又は媒体を問わぬ。））のうち、本件プロジェクトで使用するためにある当事者（本件契約書に記載のもののであるか、第三者に帰属するものであるかを問わね）から他方の当事者に提供される（本件契約の前後を問わぬ。）もののうち（本件契約を除く。）。

「収益」
イングランドの銀行休業日又は祝日を除き月曜日から金曜日までを（日曜日を含んで）いう。

「本件監督者」
氏名又は第9.2項に従いその後任に指名された者をいう。

「本件開始日」
本件プロジェクトが開始する／開始された日を指す。

「秘密情報」
各当事者の秘密の情報、即ち、本件プロジェクトで使用するためにある当事者から他の当事者に対して開示され、且つ開示事前は秘密事項と特定されていること。
1.5 本件契約において、「書面による」又は「書面の」という表現には、電子メールが含まれるものとする。
1.6 本件契約において、他の契約又は文書への言及は、その個別の変更又は更新（いずれの場合も、本件契約に違反しているものを除く。）を含めた当該他の契約又は文書への言及であるものとする。
1.7 本件契約において、条項及び別紙への言及は、本件契約の条項及び別紙への言及であるものとし、パラグラフへの言及は、前述の条項のパラグラフへの言及であるものとする。
1.8 本件契約において、「含まれる」、「含む」若しくは「含むもの」という表現は類似の表現を伴って使用される用語は、あるものを示すものと解釈されるものとし、当該表現を先立つ用語の内容を限定するものではない。
1.9 本件契約のグループ会社による行為及び不作為は、本件共同研究者の管理下にあるものとみなされるものとし、本件研究機関の学生の行為及び不作為は、当該学校機関の管理下にあるものとみなされるものとして、下請業者の行為及び不作為は、当該下請業者に業務を委託した当事者の管理下にあるものとみなされる。

2. 本件プロジェクト

2.1 本件プロジェクトは、本件開始日から【開始された】又は【開始日まで】、本件プロジェクトの完了又は当事者間で書面により相互に合意されるその後の日、又は第9条若しくは第9条に従い本件契約が終了するまでの間続続するものとする。本件契約が本件開始日後を経緯する場合、本件開始日又は同日に本件プロジェクトに関連して実行された作業に対しては、本件契約が適用される。

2.2 【本件研究期間】及び【各当事者】は、本件プロジェクトプランにおいて割り当てられた作業を実施し、本件プロジェクトプランにおいて当該当事者が提供する責任を負うことが明記された人材及びその他の資産、バックグラウンド、資料及び装置を提供する。本件プロジェクトは、【各当事者間の契約】及び【監督】の指示及び監督の下で実施される。本件プロジェクトは、本件実施地において実施される。

2.3 【本件研究期間】及び【各当事者】は、本件プロジェクトプランにおいて割り当てられた作業を実施し、本件契約に従い当該当事者の業務に適用される全ての法令を遵守した上で本件プロジェクトを実施することを可能にするために必要な、一切の規制及び監理上のライセンス、同意及び承諾を使用し、取得し、これを遵守する。

2.4 各当事者は、本件プロジェクトに関与する者等の従業員及び【もういずれも】が、規制及び監理上のライセンス、同意及び承諾に伴う条件を遵守すること、本件プロジェクトに関連して実施される全ての研究、開発及びその他の作業に並びに本件成果の全てに対しての正確な記録を残す。各件成果を取得又は作成した者の署名及び当該当事者が従業員のうち当該研究者は、各件成果を署名する者等の承諾をしたものと承認すること。また、本件プロジェクトに係る研究データを保存することができる。

2.5 各当事者は、本件プロジェクトに関与する者等の主な業務及び学生（もしくはいずれも）が、本件共同研究者の場合は、グループ会社のスタッフを含む。しかし、当該当事者の業務を実施する際に、当該当事者の業務の遂行に必要な業務又は事務が必要とするに至る場合には、当該当事者の再考及び承諾が必要とする。
2.6  [本件研究機関] "Convict" 各当事者は、別冊 6 を遵守するものとする。[本件共同研究者]は、本件プロジェクトにおいて観察、本件プロジェクトを本件共同研究者の観察方法及び手順を遵守した上で実施するにあたって別冊 6 の第3部の変更が必要な場合、その変更を求めることができる。]

2.7  [本件研究機関] "Convict" 各当事者は、本件プロジェクトプランに従い本件プロジェクトの実行のための合理的な効力を行うものとする。[本件研究機関] "Convict" 各当事者、研究者がその目的達成をすることを保証することはなく、本件プロジェクトの成果の保証することもない。


2.10 各当事者は、他方の当事者に対して、自らがその規程に従い完全な権限及び権利を有しており、また本件契約の締結及び履行を可能ならしめるために必要な行為を行い、且つすべての際に、ライセンス、同意及び承諾を取得したことを(並びに本件契約の支援条件に関連していないこと)を保証する。

2.11 本件プロジェクトに関して一当事者が「生物由来又は化学」物質その他の当事者が観察することを同意した場合、当該観察に関し当事者間で別途締結される物質使用契約書の条件が適用される。

2.12 本件共同研究者及び本件研究機関の書面による同意のない限り、また、本件共同研究者及び本件研究機関との間で変更契約を締結しない限り、新たな者を本件契約の当事者とすることはできない。

3. 経済的賠償

3.1 各当事者は、本件プロジェクトに対する自らの出資の合計の一定数額を正規会計記載書を保証するものとする。[本件共同研究者]は、自らが見受けた[目次]の[別冊]四四条第3条3項の請求書を受領した[別冊] 304099 号以内に、別表1 に従い本件研究機関に対して本件経済的賠償を受け支払いを行うものとする。本件研究機関が負担する経済費及び費用に対して本件経済の賠償が請求されている場合、各請求書には、本件研究機関の責任者による証明書を付さなければならない。

3.2 供給価格の決済が適用されない限り、本件契約に基づく本件研究機関に支払われる全ての合計額には、本件共同研究者が当時法律に従い支払される料金を付加価格として含まれないものとする。

3.3 本件共同研究者が本件契約に基づく本件研究機関への支払いを受領した場合には、本件研究機関は、自らに適用されるその他の契約又は契約手順を損なうことなく、未払いの金額について、[臨時適用される 3 ルンドン銀行間取引利回り年率4.5%を上乗せした利子により] "Convict" を支払いとする。[1998年商事法務会議（利益）法（2013年商事法務会議（利益））に基づき目次（何らかの判断が下される前及び後の）利息を請求することができるとする。当該金額は、支払金額又は支払金額の未払い部分からの際の支払金額（当該金額を含む。）までの期間について計算され、四半期ごとに複利計算される。本件共同研究者は、要請があり次第、当該利息を本件研究機関に支払いものとする。]

3.4  [本件プロジェクトプランに定める事項を除く。] 本件研究機関は、本件経済の賠償に用いて、自身又は自身のために購入又は作製した全ての装置を所有するものとする。

4. 知的財産権の使用及び利用

4.1 本件契約は、本件成果に係るべきバッガグラウンド又はその他の技術、意匠、著作物、発明、ソフトウェア、データ、手稿、ノウハウ若しくは資料についての知的財産権の帰属の影響を及ぼさないものとする。それらに関する知的財産権は、本件プロジェクトに使用する当事者又はそのライセンサーの財産であり続けるものとする。本件契約において明示的に付与された権利を除き、本件契約は、知的財産権を使用するためのライセンスの付与を暗示的にすることはないものとする。

4.2 各当事者は、他方の当事者に対し、本件プロジェクトを実行する目的で（他のあらゆる目的を除く。）自らのバッガグラウンドを使用するためのライセンシブルフィー、支払済み又は非独占的なライセンスを付与する。いずれの当事者も、[本件共同研究者]が、そのグループ会社及び当該業界の当事者に対して又は当該業界の当事者若しくはグループ会社に依頼された事務に際して当該当事者に対し提供するものに対し、本件プロジェクトを実施する目的において（他のあらゆる目的を除く。）ある当事者のバッガグラウンドを使用することを認めた場合を除いて本件研究機関のバッガグラウンドの使用に係るライセンス付与を付与しないものとする。

4.3 [本件共同研究者]は、当該本件成果における知的財産権の所有権を有するものとし、当該当事者が当該本件成果における知的財産権を登録し、保護するため随時決定する手段（当該成果に係る特許出願及び行う、並びに当該知的財産権の侵害又は侵害についての合理的な注意の付与を含む。）を自身の費用負担において講じることができる。

4.4 本件研究機関は、当該本件成果に関する当事者即ち本件共同研究者がその本件成果における知的財産権の須要及び保護に関連して合理的な注意を支払い（当該成果に係る特許出願及び行う、並びに当該知的財権における侵害又は侵害についての合理的な注意の付与を含む。）を自身の費用負担において講じることができる。

4.5 学生又は下請業者といった第三者が本件プロジェクトに関する、又は関与していた場合、かかる当事者を採用した当事者は、当該条項の規定の有効を生じさせるために、当該本件成果に対して当該第三者又は当該当事者に対して講じさせることする（適合の場合には、将来における講じ状態を含む。）。

4.6 本件成果における知的財産権の譲渡又は譲渡の予定が可能な範囲については、本件研究機関はここに、かかる知的財権を本件共同研究者に譲渡する。本件成果に係る知的財産権の譲渡の予定が可能な範囲については、本件研究機関は、本件共同研究者の要請により、かかる知的財産権が発生した時にかかる知的財産権を本件共同研究者に譲渡する。

4.7 本件共同研究者は、本件研究機関に対し、本件プロジェクトを実行する目的で（他のあらゆる目的を除く。）本件成果を使用するためのライセンシブルフィー、非独占的なライセンスを（サプライセンス付与する権利を付与すること）付与するものとする。
6. 秘密保持

6.1 第5条に従うことを条件として，本件契約において明示的に認められる場合を除き，いずれの当事者も，本件プロジェクト期間中又は本件プロジェクト期間の終了後[3] [5] [7] においては10年間においても，他の当事者の秘密情報に開示はさせず，また，他の当事者のその秘密情報をその目的を問わず使用してはならない。

6.2 いずれの当事者（以下「受領当事者」という。）も，以下の場合においては，他方当事者の秘密情報を開示する義務が緩和されるものとみなされる。

6.2.1 当該情報が，他方の当事者から受領される場合，受領当事者又はグループ会社が他方の当事者から当該情報を受領するのを先立って当該情報（文書による記録により実施可能な形で）を知ることとなり，且つ未だ他方の当事者に対して秘密保持義務を負っていない場合，

6.2.2 当該情報が，本件契約又はその他の秘密保持に関する契約の違反によるとすることなく公知であったり又は公知となる場合，

6.2.3 他方の当事者に対する秘密保持義務の違反が存在すると受領当事者が判断する根拠を有しない状況において，受領当事者又はグループ会社が他方の当事者から当該情報を取得した場合，

6.2.4 受領当事者又はグループ会社が，他方の当事者の秘密情報を依頼することなく当該情報を独立に開示した場合，

6.2.5 当該情報が，法令に定める要求（但し，2000年情報保護法若しくは2004年環境情報規則に基づく開示の場合を除く）に該当する情報又は判決の例外規定（開示される情報には適用されない。）又は管轄裁判所の命令若しくは管轄規則の規定の要件に従って開示される場合（いずれの場合にも法律に認められている場合）で，当該情報を要求された当事者が，当該の当事者に対して，当該情報を開示させておき得た合理的な期間内に，当該開示の要求及び開示を要求されている情報について通知した場合，又は

6.2.6 当該情報について，他方の当事者の権限を有する代表者が書面により当該情報の開示を承認した場合，

6.3 本件共同研究者，グループ会社，又は本件共同研究者若しくはグループ会社のためには，それらのことを依頼する当該者，本件契約において付与された権利を行使する上で本件研究機関のバックグラウンド又はその他の情報を利用する必要があるのに対してこれを開示する場合には，他方の当事者のバックグラウンドはその他の情報の秘密を保持し，それらの第三者に開示しない義務を有するものとされている。当該情報において明示的に認められた場合以外に使用してはならないものとし，受領者は，その他の秘密情報を保持することを約束するものとする。


6.4.1 本件共同研究者若しくは本件研究機関が，本件第6.4.1項に従って本件研究機関から通知を受領してから10日以内に書面により請求する場合，並びに

6.4.2 本件共同研究者若しくは本件研究機関並びにその従業員及び学生（以下「観察業務者」という。）が，本件研究機関若しくは本件研究機関に基づく請求に対する回答において本件共同研究者の秘密情報を開示したことに限定して本件共同研究者又は本件研究機関に対してその開示の必要を求める場合，

6.5 いずれの当事者も，他方当事者の書面による同意を得ることなく，当該当事者の名義若しくは他方当事者から提供された当該メンバーの名義又は第三者の当事者の名義を，プレスリリース若しくはその他の報道目的において使用してはならない。

6.6 【本件契約の他の規定にかかわらず，本件研究機関は，本件研究機関の年度報告書及び類似の公表において本件共同研究者から受領した情報を開示することが可能。】本件共同研究者は，上に適用される透明性に関する報告義務を遵守するため，有識の委員会の詳細を公表することがで

7. 限定責任

7.1 本件当事者は，各自の知見の分野において，（本件プロジェクトに関与する又は関与する知識を有しているであろう従業員及び本件研究機関の場面においては，本件プロジェクトに関与する学生）による合理的な調査を行った（但し，公の記録の調査やを行わない。）当該当事者又は本件プロジェクトに関する情報は，第三者の権利侵害にあたりない又は侵害の結果を生じさせることを

7.2 本件当事者又は本件プロジェクトに関与する情報は，第三者の権利侵害にあたりない又は侵害の結果を生じさせることを

威いは、


9.3 [第 9.5 項及び第 9.6 項を遵守することを条件として、本件共同研究者は随時、本件研究機関に対し[3]ヶ月前までの通知を行うことにより、本件契約を随時終了させることができる。]

9.4 第 1 条、第 3 条、第 4 条、第 5 条、第 6 条、第 7 条、第 8 条、第 9.4 項、第 9.6 項、第 9.7 項及び第 10 条は、理由のいかんを問わず本件プロジェクトの満了若しくは本件研究所の選任を終了後又は本件契約終了後を経過し、無期限に効力を有するものとし、第 5 条は、第 5.1 項に従い、無期限に存続するものとする。

9.5 本件共同研究者は、本件契約の終了に当たり、終了前に实施され[5]月外延的経済支援の支払いに当たっておこなった全ての作業を本件研究機関に支払いを行うものとする。

9.6 [第 9.1 項及び第 9.2 項を提出[本件研究機関により]又は第 9.3 項に従い本件共同研究者により本件契約の終了後に、本件経済の資産が本件プロジェクトに留保する本件研究機関のスタッフを採用するためのコストを負担する方針である場合には、当該本件共同研究者は第 3 条に従い、終了通知送達書に本件プロジェクトに従事する目的で本件研究機関に任命されたスタッフの人員数の直接的な実費を支払うものとする。しかし、この場合、本件研究機関はかかるコストを最小化するために合理的な措置を全て講じるものとする。かかる支払いは、各スタッフの契約終了有効又は本件プロジェクトが終了する日（いずれか早い日）まで継続する。かかる直接的な実費は、本件契約の約定の範囲により本件研究機関が負担すべきとした退職費用の部分も含まれるものとし、当該部分はかかる人物が本件プロジェクトに関与した期間を、本件研究機関に提供された期間で除して計算することとする。]

9.7 本件共同研究者は予め本件経済的賠償の支払いを済ませており、本件研究機関が本件プロジェクトの期間終了又は本件契約の終了後に、かかる本件経済の賠償が設定された目的に対してその全額を使い切っていない場合には、本件研究機関は本件共同研究者に対し未使用部分を返金することとする。

10. 一般要項

10.1 通知：本件契約に基づき送達される通知及びも書面によるものとし、下記記載に定めるいずれの方法により他方の当事者に送付しなければならず、また有能に定める該当に該当したもののとみなされる。

送達方法 みなし受領日
手渡し又は急伝送 交付日

料金前納による第一種郵便 交付後の第 2 営業日目
配達証明郵便 交付後の営業日目

本件に従い通知により変更されるまでの間、通知を受領する当事者の代表者をそれぞれ下記のとおりとする。

本件研究機関：
本件共同研究者：
氏名：
氏名：
住所：
住所：
10.8 修正：本件契約の変更又は修正は、書面で作成され且つ各当事者の代表による署名が付されたものによらない限り、これを無効とする。

10.9 第三者：各被保証当事者が関連する保証補償の利益を享受する及び本件キーパーソンが第6.5項に基づく利益を享受する場合（いずれの場合も1999年契約（第三者の権利）法を遵守するものとする。）を除き、当事者以外の者は、本件契約の修正又はその終了を妨げる権利を有さず、また、当事者以外の者は、本件契約により享受するところの利益を行使することはできない。

10.10 準拠法：本件契約及び本件契約、その内容又はその成立に起因又は関連する紛争又は支立て（契約上定めのない紛争又は支立てを含む。）は、イングランド法を準拠法として、同法に従い解釈される。当事者がいずれかの法域においてその知的財産権又は秘密情操作の保護を目的として訴訟を提起することができる場合を除き、本件契約に起因して発生し若しくは発生する可能性があり、又は本件契約に関連して発生し若しくは発生する可能性がある紛争（契約上定めのない紛争又は支立てを含む。）については、イングランドの裁判所が権利的管轄権を有するものとする。


10.12 離婚禁止：各当事者は、別紙4の規定を遵守するものとする。

10.13 データ保護：各当事者は、別紙5の規定を遵守するものとする。

10.14 副本：本件契約は、複数の副本によりこれを締結することができる。本件契約が締結され、各当事者が1以上の副本に署名捺印した後、各副本は、本件契約の文書となるものとする。全ての副本は、全てが同一の契約を構成するものとする。電子メールによる署名捺印の付された本件契約の副本（注）に、サインページだけであってはならない。）の（PDF又はJPEGの形式での送信は、署名捺印の付された本件契約の副本の原本の交付として有効であるものとする。【かかる方法を用いる場合、各当事者は、他の当事者に対し、可及的速やかに署名捺印を付した副本の原本を提出するものとする。】

10.15 輸出管理：当事者は、適用する各国の輸出管理に関する法律及び規則を遵守するものとする。当事者は、他方の当事者が書面により通知し、且つ当該当事者に適用される各国の輸出管理に関する法律の特定の条件を遵守するものとする。

本件研究機関を代表してここに署名する 本件共同研究者を代表してここに署名する。
<table>
<thead>
<tr>
<th>別紙１</th>
<th>別紙２</th>
</tr>
</thead>
<tbody>
<tr>
<td>本件経済的献与</td>
<td>本件プロジェクトプラン</td>
</tr>
<tr>
<td>プロジェクト名</td>
<td></td>
</tr>
<tr>
<td>プロジェクトの目的</td>
<td></td>
</tr>
<tr>
<td>実施地</td>
<td></td>
</tr>
<tr>
<td>各当事者が提供するバックグラウンド／資料</td>
<td></td>
</tr>
<tr>
<td>各当事者が実行する職務</td>
<td></td>
</tr>
<tr>
<td>タイムテーブル</td>
<td></td>
</tr>
<tr>
<td>各当事者が提供する人材、施設及び設備</td>
<td></td>
</tr>
<tr>
<td>予想される本件成果</td>
<td></td>
</tr>
<tr>
<td>各当事者の本件キーパーソン</td>
<td></td>
</tr>
<tr>
<td>外部的経済支援の配分</td>
<td></td>
</tr>
<tr>
<td>[装置の帰属]</td>
<td></td>
</tr>
<tr>
<td>その他の条件</td>
<td></td>
</tr>
</tbody>
</table>
別紙3
本件グッドデータマネジメントプラクティス

1. 研究データは、信頼できる科学的な技法及び過程を使用して生成しなければならない。
2. 研究データは、国際的な慣行（good scientific practices）に従い、かかる研究を実施した者により正確に記録されなければならない。
3. 研究データは、適切に、公平に、かつ善き科学的慣行（good scientific practices）に従い分析しなければならない。
4. 研究データ及び本件成果は、安全に保管され、容易に取り出すことができるよう名状態でなければならな
5. 研究の実施中になされた主要な決定、かかる研究に関する発表及びかかる研究に関して導き出された結論を容易に論証し再構築することができるよう、データ証跡を保存しておかなければならない。
6. 各当事者は、他方の当事者が上記活動及び手続きを遵守していることを検証する目的で、少なくとも[30]日前に書面で通知することにより、当該他方の当事者を観察する権利を有する。

別紙4

1. 各当事者は、本件プロジェクトに関し、
   1.1 2010年総収儲法を含め、自ら又は自らの活動に適用され、且つ総収儲の防止若しくは処理防止（又は両方）に関連している全ての法律、制度及び規則を遵守し、
   1.2 本件プロジェクトが英国で実行される場合には、2010年総収儲法の第1条、第2条又は第6条の違反に該当する行為を一切禁じる。
   1.3 パラグラフ1.1及び1.2の遵守を確保するための方針及び手続き（2010年総収儲法の第7(2)項に従って決定された適切な手続き、及び同法第9条に従い発行された指針を含む。）を有し、
   1.4 パラグラフ1.3に言及される方針及び手続きに従い、且つこれを執行し、
   1.5 いかなる種類のものであっても、不当な経済的又はその他の利益の請求又は要求を受けた場合には、他方の当事者に対して速やかにこれを報告し、
   1.6 他方の当事者が随時合理的に請求した場合には、本別紙を遵守している旨の証拠となるものを提供し、
   1.7 本件契約及び本件プロジェクトに関連して保存された全ての支払い、並びに本別紙を遵守するために講じられた全ての手段を保持するために正確かつ最新の記録及び会計帳簿を維持、（当該記録及び会計帳簿は、他方の当事者が本別紙の遵守状況を確認するにあたって十分なものでなければならない。）また、
   1.13 要求があった場合、通常の営業時間内に、他方の当事者が当該記録及び会計記録にアクセスし、その作成を成すこと、及び本別紙の遵守状況を確認するためにその従業員と協議することを認めるものとする。
2. 各当事者は、自らの関係者（その関係性は、2010年総収儲法第8条及び該条第4条に従い決定される。）である本件プロジェクトに関与している者が、本別紙において当該当事者に課せられているものと同等の条件を課した書面の契約書に基づいて、その間与するようする。
3. 各当事者は、パラグラフ2で言及する者が本別紙で課している条件と同等の条件を遵守するようにし、かかる者が当該条件のいずれかに違反した場合には他方の当事者に対して責任を負うものとする。
4. 当事者の関係者には、従業員、学生、グループ会社並びに再委託先及びそれらの代表社員を含む。
別の当事者（以下「データ取扱者」という。）が第3の当事者（以下「データ管理者」という。）に代わり、個人情報を取り扱う場合には、別紙の規定が適用される。

1. 個人情報に関する、取扱を行う当事者をデータ取扱者とし、また、当該取扱いの目的を決定する当事者をデータ管理者とする。データ取扱者は、

1.1 データ保護法令に従って個人情報を取り扱い、データ主体に対してそれぞれの個人情報がデータ管理者に取り扱われているような権利及び保護を与え、

1.2 隨時データ管理者の指示に従い、本件プロジェクトを実行する目的においてのみ個人情報を取り扱い、

1.3 かかる個人情報の安全性、及びかかる個人情報の取扱いを活用でき又はその取扱いに関与できる自らの従業員、スタッフ、役員及び代理人の信頼性を確保するために適正と思われる技術及び組織的な対策を講じて、データ取扱者は前述の一般性を模索することなく、かかる個人情報の権限のない又は適当的な使用、アクセス、開示、損失、損失若しくは破棄から安全に保護することとする。

1.4 データ管理者がデータ主体に対する義務（特に、データ主体が自らの個人情報へのアクセス及びかかる個人情報の修正を要すること）を履行することができるよう合理的に要求する情報及び支援をデータ管理者に対し提供する。

1.5 データ管理者のための取扱い中の中個人情報に関して、いずれかのデータ主体から何らかの要求又は問い合わせを受けた場合には、直ちにこれをデータ管理者と通知し、データ管理者が合理的に要求する場合には、データ管理者がかかる要求又は問い合わせに対応するための支援を行い、データ管理者の書面による同意を要することなくかかる要求又は問い合わせに対応してはならず。

1.6 かかる個人情報に関する安全性に適実に違反があった場合、若しくは違反が疑われる場合、又は本パラグラフ1に違反があった場合には、直ちにデータ管理者に通知し、

1.7 データ管理者の書面による同意を要することなく、当該個人情報が欧州経済地域の域外（であってデータ主体の権利及び自由が保護されない地域）に移転してはならない。

2. データ取扱者はデータ管理者に対し、自らが前記パラグラフ1に遵守するために講じた対策を合理的な時間に検査及び調査することを認め、データ管理者がかかる検査及び調査について合理的に求めめる支援を当該データ管理者に対して提供するものとする。

3. パラグラフ1、2、4、5又は6で使用された大文字で開始される表現（「データ管理者」、「データ取扱者」、「個人情報」、「個人情報」、「個人情報」、「個人情報」、「個人情報」、「個人情報」、「個人情報」、「個人情報」、「個人情報」、「個人情報」、「個人情報」、「個人情報」、「個人情報」、「個人情報」、「個人情報」、「個人情報」、「個人情報」、「個人情報」、「個人情報」、「個人情報」）は、本件契約の他覚でも定義されていないもの）は全て、データ保護法令においてそれらに付された意味を有するものとする。

4. 本件契約の後に新たにないこれらのデータ保護法令（特に欧州一般データ保護規則）の修正又は再制定に合致させる目的で、又は個人情報の取扱いに関して情報コミッショナー又は他のデータ保護当局若しくは監督当局の要求又は懲戒に両当事者が対応することができるようにする目的で、両当事者は、本件契約についての合理的な検査を行うことを合意するものとする。

5. 本件契約の終了又は本件プロジェクトの完了に関わらず、前記パラグラフ1又は4に定義を含む。）は、データ取扱者がデータ管理者に代わり個人情報を取扱っている限り、継続して効力を持つものとする。

6. データ取扱者は、自らが本別紙に違反したことを原因として又はその違反に関連して発生した全ての費用、請求、要求、費用及び負担につき、要求があり次の第3条データ保護者を発起し、また、完全に且つ効果的に発起し続けるものとする。

違反は、両当事者が本件プロジェクトの過程又は本件プロジェクトの目的で取り扱われる個人情報についてその取扱い目的を決定する場合には、別紙の規定が適用される。

1. 各当事者は、かかる個人情報についてデータ管理者となり、本件プロジェクトに関して自が取扱い個人情報について以下に掲げる事項を遵守する。各当事者は、

1.1 1998年データ保護法に基づって個人情報を取り扱い、データ主体がデータ保護法令で有する権利及び保護をデータ主体に与えるものとし。

1.2 本件プロジェクト実行の目的におけるのみかかる個人情報を取り扱い、

1.3 かかる個人情報の安全、並びにかかる個人情報の取扱いを活用でき又はその取扱いに関与できる自らの従業員、スタッフ、役員及び代理人の信頼性を確保するために適正と思われる技術及び組織的な対策を講じる。各当事者は前述の一般性を模索することなく、かかる個人情報の権限のない又は適当な使用、アクセス、開示、損失、損失若しくは破棄から安全に保護することとする。

1.4 他方の当事者がデータ主体に対する義務（特に、データ主体が自らの個人情報へのアクセス及びかかる個人情報の修正を要すること）を履行することができるよう合理的に要求する情報及び支援を他方の当事者に対して提供し、

1.5 本件プロジェクトのための取扱い中の中個人情報に関して、いずれかのデータ主体から何らかの要求又は問い合わせを受けた場合には、直ちに他方の当事者に通知し、かかる他方の当事者が合理的に要求する場合には、当該他方の当事者がかかる要求又は問い合わせに対する支援を行い、

1.6 かかる個人情報に関する安全性に適実に違反があった場合、若しくは違反が疑われる場合、又は本パラグラフ1に違反があった場合には、直ちにデータ管理者に通知し、

1.7 他方の当事者の書面による同意を要することなく、当該個人情報が欧州経済地域の域外（であってデータ主体の権利及び自由が保護されない地域）に移転してはならない。

2. 両当事者は他方の当事者に対し、自らが前記パラグラフ1に遵守するために講じた対策を合理的な時間に検査及び調査することを認め、かかる他方の当事者がかかる検査及び調査について合理的に求めめる支援を他方の当事者に対して提供するものとする。
3. バラグラフ 1, 2, 4, 5 又は 6 で使用された大文字で開始される表現（「データ取扱者（Data Processor）」、「取り扱う（Process）」、「個人情報（Personal Data）」、「取扱い（Processing）」、「データ主体（Data Subjects）」）（であり、且本件契約の他箇でも定義されていないもの）は全て、データ保険法令においてそれらに付された意味を有するものとする。

4. 本件契約の後にされたいずれかのデータ保護法令（特に欧州一般データ保護規則）の修正又は再制定に合致させる目的で、又は個人情報の取扱いに関連する情報コホテルナー又はその他のデータ保護当用がしくは監督当局の要望又は懲罰に両当事者に対応することができるようする目的で両当事者は、本契約についての合理的な修正を行うことに合致するものとする。

5. 本件契約の終了又は本件プロジェクトの完了に関わらず、前バラグラフ 1 乃至 4（両条項を含む。）は、一方の当事者がデータ管理者である又は他方の当事者と何らかの個人情報を共有している限り、継続して効力有するものとする。

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(Translation)

3. In paragraphs 1, 2, 4, 5, or 6, where uppercase are used to start a definition (e.g., "Data Processor", "Process", "Personal Data", "Processing", "Data Subjects"), all are defined in the Data Protection Law. These definitions are used in the General Data Protection Regulation (GDPR) and other data protection laws.

4. The parties shall, in the event of amendments or reorganizations of data protection laws (e.g., GDPR), make reasonable modifications to this contract to align with the new regulations.

5. The terms of this contract remain effective after it is terminated or the project is completed, provided that personal information is shared with the other party.
48. 上記パラグラフ1及びパラグラフ2を遵守するために各自の方針及び手続を策定及び維持し、
49. 上記パラグラフ3に規定の方針及び手続を遵守及び執行し、
50. 下記者及び供給業者との間の契約に、本別紙の本セクションに定めるものと少なくとも同程度の
    反取締及び反取人売買に関する規定を含め、
51. 本別紙の本セクションの違反を認識した場合、他方の当事者に対して速やかにその旨を報告し、
52. 他方の当事者により適時合理的に要求される、本別紙の本セクションの遵守に係る証拠を提供し、
53. 本件契約及び本件プロジェクトに関連して提供される全ての物品及び素材のサプライチェーン並
    びに本別紙の本セクションを遵守するために講じる手段を追跡するために正確且つ最新の記録を
    維持し（当該記録は、他方の当事者が本別紙の本セクションの遵守状況を確認するためにあたって
    十分なものでなければならない。）
54. 報告があった場合、通常の営業時間内に、他方の各当事者が上記パラグラフ8に定める記録にア
    クセスし、その写しを作成すること、及び本別紙の本セクションの遵守状況を確認するためにそ
    の従業員と協議することを認めるものとする。

【第3部 - 本件共同研究者の方針及び手続】

各当事者は、以下の事項を遵守するものとする。

【詳細を挿入する。】
「本件経済的実質」別紙 1 に定める本件合会本件企業によって提供される経済的な実質をいう。

「本件グッドデータ管理マネジメントプラクティス」別紙 4 に定められた行為及び手続きをいう。

「本件債権弁済処理」技術的意義に示される 2001 年に付けの本件契約の別紙 3 として添付される書面をいう。本件合会本件企業が本件合会本件企業において支配する若しくは現時点において本件合会本件企業により支払われている事業体、或いは現時点において本件合会本件企業を支配する第三者により支払われ事業体をいう。

「知的財産権」特許権、発明権、商標、商標権、登録商標権、著作権及び関連する権利、データベース権、意匠権、秘密情報の使用及び保護の権利（いずれの場合も、当該権利の登録の有無に関わらず、これらに係る申請の実施及び受理、継続、一部継続、分割出願、更新又は延長に係る権利、並びに上記に係る優先権を請求する権利を含む。）、並びにいずれの法域において個別認識される同様の権利をいう。これに前述の権利の侵害に関連した訴訟の全てを含むものとする。

「本件共同声明」両当事者によって署名済みで「付済を請求する。」付の、本件契約の別紙 2 の一部として添付される共同声明をいう。

「本件キーパーソン」本件主導研究者、本件アソシエイト及び本件監督者をいう。

「ノウハウ」特許化されていない技術情報を（発明、発見、構想、技術、ノウハウ、研究及び開発及び検査の手続き、実験及び検査及び試験の結果、製造に係る工法及び技巧及び仕様、品質管理データ、分析、報告書並びに提出物に関連する情報の全部）であって、公知となっていないものをいう。

「本件主導研究者」【該当事者の方名を挿入する。】又は第 9.2 項に従い任命された者の後任者をいう。

「当事者」本件研究機関又は本件コラボレーター企業及び第 2.14 項に従い、本件契約の当事者となる者を、個別に又は総称している。

「本件プロジェクト」本件提案書に記載のプロジェクトで、その後第 10.8 項に従い開発等が完了されたものをいう。

「本件プロジェクト期間」第 2.1 項に定める期間をいう。

「本件提案書」知識共有パートナーシップのために、本件研究機関及び本件合会本件企業によって技術的意義に示される本件契約の別紙 2 の一部として添付される助成金申請書及び提案書をいう。

「本件成果」本件プロジェクトの過程で特定され、初めて実践され若しくは書面にまとめられ又は開発された情報、データ、手法、ノウハウ、成果、発表、ソフトウェア、発見及び資料の全てをいう（開示又は保存される形態又は媒体を問わない。）

「変更契約」当事者及び本件契約の新当事者の候補者により又は当事者のために署名された書面による契約をいう。

「付加価値税」1994 年付加価値税法に基づき課税される付加価値税又はこれに代わる税金をいう。

1.2 本件契約の見出しは、「書面による」又は「書面」でないものに、その本件契約の構成又は解釈に影響を及ぼさない。

1.3 本件契約において、著者への言及には、自然人、法人又は人格のない団体（個体の法人格の有無に関わらぬ。）が含まれるものとする。

1.4 本件契約において、法律又は法律の規定への言及は、その当該の改正、延長又は再制定を含むものとし、さらに、当該法律又は法律の規定に随時制定される一切の下位立法を含むものとする。

1.5 本件契約において、「書面による」又は「書面」でないものに、電子メールが含まれるものとする。

1.6 本件契約において、他の契約又は文書への言及は、その当該の改正、延長又は再制定を含むもの（いずれの場合も、本件契約に違反しているものを除く。）を含めた当該他の契約又は文書への言及であるものとする。

1.7 本件契約において、条項及び別則への言及は、本件契約の条件及び別則への言及であるものとし、パラグラフへの言及は、関連する別則のパラグラフへの言及であるものとする。

1.8 本件契約において、「含まれる」、「含む」又は「含む」又は「含まれる」という表現又は類似の表現を伴って使用される用語は、あるものを例示するものと解釈されるものとし、当該表現に先立つ用語の内容を限定するものではない。

1.9 本件企業の合会本件企業の行為及び不作為は、本件企業の管理下にあるものとみなされるものとし、本件研究機関の学生の行為及び不作為は、当該学問機関の管理下にあるものとみなされるものとし、下請業者の行為及び不作為は、当該下請業者に業務を委託した当事者の管理下にあるものとみなされる。

1.10 本件グランドオファーレークの条件、本件契約の規定、本件提案書及び本件共通声明書の条件に随伴がある場合、本件グランドオファーレークが本件契約、本件提案書及び本件共通声明書に優先し、本件契約は本件提案書及び本件共通声明書に優先するものとする。

2. 本件プロジェクト
4. 知的財産権の使用及び利用

4.1 本件契約は、本件成果が該当しないバックグラウンド又はその他の技術、意匠、著作物、発明、ソフトウェア、データ、方法、ノウハウ若しくは資料についての知的財産権の帰属に影響を及ぼさないものとする。それらに関する知的財産権は、本件プロジェクトに対してそれらを提供する当事者又はそのライセンサーの財産であり続けるものとする。本件契約において明示的に規定された権利を除く、本件契約は、知的財産権を使用するためのライセンスを付与し又はかかるライセンスの付与を暗示的・明示的にすることはないものとする。

4.2 各当事者は、他の当事者に対し、本件プロジェクトを実行する目的で自らのバックグラウンドを使用するためのサイドパーキュリーフの、支払込みと非独占的なライセンスを付与する。いずれの当事者も、本件企業が、そのグループ会社及びグループ会社に対して又はグループ会社に代わる役務を提供する者に対し、本件プロジェクトを実行するために在るべき当事者のバックグラウンドを使用することを認めている場合を除いて本件研究機関のバックグラウンドの使用に係るライセンスを付与してはならない。

4.3 本件企業が、本件成果における知的財産権の所有権を有するものとし、当該当事者が当該本件成果における知的財産権を譲渡、保護するために随时決定する手段（本件企業に係る特許出願申請及び遅延、並びに当該知的財産権の侵害の疑いに或いは侵害についての訴訟の提起を含む。）を自発的費用負担において講じることができる。

4.4 本件研究機関は、本件成果の創出に関与する本件アソシエイト及び自らの従業員及び（もしくは）他の者が、本件企業に対して本件企業がその本件成果における知的財産権の譲渡及び遅延に関連して合理的な請求する支払（合理的な財産の喪失を除く。）を提供するようする。当該支払には、当該本件企業に係る特許出願申請及び遅延、並びに当該本件成果における知的財産権の侵害の疑いに或いは侵害に関する訴訟の提起の費用が含まれる。

4.5 本件研究機関は、本件第4条に規定の効力生じさせるために、本件成果に対して本件アソシエイトが有する全ての権利について譲渡させることを認める（適切な場合には、将来における譲渡の要約を含む。）者（若しくは出願者がいた他の第三者が本件プロジェクトに関する場合、かかる第三者を採用した当事者）は、本件第4条に規定の効力生じさせるために、本件成果に対して当該第三者が有する全ての権利に当該当事者に対して譲渡させることを認める（適切な場合には、将来における譲渡の要約を含む。）。

4.6 本件成果に係る知的財産権の譲渡を予定することが可能な範囲において、本件研究機関は、かかる知的財産権を本件企業に譲渡する。また、本件成果に係る知的財産権の譲渡を予定することがかかる範囲において、本件研究機関は、本件の要請のある者（かかる知的財産権が割譲された時にかかる知的財産権を本件企業に譲渡する。）

4.7 本件企業は、本件研究成果に対し、本件企業が本件成果を利用しているか又は利用に向けて合理的に手段を講じていることを証明するために本件研究機関が適切に権利を有する情報を提供する。本件企業が本件成果のいずれについても利用しているか又は利用に向けて合理的な手段を講じていることを証明しない場合、本件企業は、本件研究機関が要求した場合には、かかる本件成果に係る知的財産権を本件研究機関に再譲渡する。本件企業は、いずれの本件成績の利用も進めることを決定した場合には本件研究機関に通知し、本件研究機関が要求した場合には、かかる本件成果に係る知的財産権を本件研究機関に再譲渡する。
6.3 他の当事者に対する秘匿保持義務の違反が存在すると受領当事者に相手方の秘密を有する状況において、受領当事者又はグループ会社が第三者から当該情報を受け取った場合，
6.4 受領当事者又はグループ会社が、他の当事者の秘密情報に依頼することなく当該情報を開発した場合，
6.5 当該情報が、法令に定める要求（但し，2000 年情報自由法若しくは 2004 年環境情報
規則に基づく開示の場合，同法若しくは同規則の例外規定は，開示される情報には（場合
によっては）適用されない。）又は管轄を有する管轄の判決若しくは管轄の規則
機関の要求に従って開示される場合（いずれの場合も法律に認められている場合で，
当該開示を要求された当事者又は他方の当事者に対して，当該開示を要求されたから合理
的な期間内に，当該開示の要求及び開示を要求されている情報について通知した場合，

6.2 当該情報について，他方の当事者の権限を有する代表者が書面により当該情報の開示を
承認した場合，
6.3 当該情報が，以下の場合においては，本件当事者又はその他の当事者の秘匿保持義務を保持することを約束するものとする。
6.4 本件当事者又はその他の当事者又は管轄機関の要求に従って，当該情報について，他方の
当事者の秘匿保持義務を保持することを約束するものとする。
6.5 本件当事者又はその他の当事者又は管轄機関の要求に従って，当該情報について，他方の
当事者の秘匿保持義務を保持することを約束するものとする。
6.6 本件当事者又はその他の当事者又は管轄機関の要求に従って，当該情報について，他方の
当事者の秘匿保持義務を保持することを約束するものとする。
6.6.1 本件企業が、本件第6.6項に従って本件研究機関から通知を受領後から10日以内に書面により請求する場合、並びに

6.6.2 本件企業が、本件研究機関並びにその従業員及び学生（以下「被発震当事者」という。）を、本件研究機関が2004年情報自由法又は2004年環境情報規則に基づき請求に応ずる形で、本件企業の秘密情報を開示したために、本件当事者に対してならぬ又は不正に請求につき無償とし、完全かつ実質的に無償を続ける場合。

6.7 いずれの当事者も、他方の当事者の書面による同意を得ることなく、当該他方の当事者の名義若しくは当該他方の当事者から提供された本件案件、その他の事由に基づき、前項において使用してはならない。

6.8 【本件契約の他の規定に関わらず、本件研究機関は、本件研究機関の年次報告書及び附属の公表物において、本件企業から受領した金額を正確することができる。】本件企業は、自らに適用される透明性に関する報告義務を遵守するため、有価の譲渡の詳細を公表することができる。
手渡し又は急便送 交付日
料金前払いによる第一種郵便 退却後の第2営業日
配達証明郵便 退却後の翌営業日

本件に従い通知により変更されるまでの間、通知を受領する当事者の代名をそれぞれ下記のとおりとする。

本件研究機関： 本件企業：
氏名： 住所：

10.2 諧説等：いずれの当事者も、他方の当事者の事前の書面による同意を得ることなく、本件契約全体又は本件契約に基づく権利若しくは義務を譲渡又は移転することができない。[但し、本件契約は、本件研究機関の同意を得ることなく、本件契約の全体をグループ会社間に譲渡することができる。]いずれの当事者も、合理的な理由なく当該同意を廃止又は延長させることはできない。

10.3 違法な/法定強制力有さない条件：本件契約のいずれかの条件の全て又は一部が、いずれかの法域において無効又は法律的拘束力を有さないとした場合でも、本件契約のその他の条件及び無効又は法的拘束力を有さないとした条件の残りの部分は、当該法域において引き続き効力を有するものとし、また、いずれの法域においても当該条件の有効性及び法的拘束力が影響を受けることはないものとする。

10.4 権利の放棄：一方の当事者が他方の当事者の義務の履行を強制することを黙認し若しくは履行させることを猶予又は本件契約に基づく権利の行使を黙認し若しくは行使することを猶予した場合で、かかる黙認又は猶予は、当該義務の履行を強制する権利に影響を及ぼさず、且つ当該権利の放棄を構成するものでもない。別段の明示的表示がない限り、本件契約の条件の放棄は、将来における当該条件の放棄を構成するものではない。

10.5 代理権の行使：本件契約は、当事者間のパートナーシップ若しくは令営事業又は当事者間の本人対代理人の関係を创設し、暗示又は默示にそのもとでもない。いずれの当事者も、他方の当事者に代わってこれを代表し若しくはこれのために確認し、又はこれに対して責任を生じさせる権利を有するものとする。

10.6 完全合意：本件契約[及び本件経済的支払条件]は、その主題に関する当事者間の完全合意を構成するものである。各当事者は、本件契約に明示的ないしは明示的要求、表示、声明、合意又は約束に基づいて本件契約を締結していないことを確認する。各当事者は、本件契約の明示的な合意又は表意に基づいて本件契約を締結するものとする。

10.7 手続き：各当事者は、他方の当事者が本件契約に基づく権利を有効にし又は該当する地域にいて当該権利の登録を可能ならしめるために、他方の当事者が合理的に請求する行動を実行し且つ書類を作成するものとする。但し、かかる請求をした当事者は、他方の当事者の合理的な費用を支払うものとする。

10.8 修正：本件契約の変更又は修正は、書面で成り立たせ且つ各当事者の代表による署名が付されたものにより限り、これを無効とする。

10.9 第19条：各件免責事項が関連する免責補償の利益を享受する及び本件フォーラムが第6.7項に基づく利益を享受する場合（いずれの場合も1999年契約（第三者の権利）法を適用するものとする。）と除き、当事者以外の者は、本件契約の修正又はその終了を妨げる権利を有さず、また、当事者以外の者は、本件契約により享受することのない利益を享受することを除く。

10.10 備考：本件契約及び本件契約、その内容又はその成立に起因又は関連する紛争又は申立て（契約上定めのない紛争又は申立てを含む。）は、イングランド法を準拠法とし、同法に従って解釈される。当事者いずれの法域においてその知的財産権は論争事項の保護を目的として訴訟を提起することができる場合を除き、本件契約に起因して発生しようか又は発生する可能性があり、又は本件契約に基づいて発生しようか又は発生する可能性がある紛争（契約上定めのない紛争又は申立てを含む。）については、イングランドの裁判所が準拠的裁判管轄権を有するものとする。


10.12 断行条件：各当事者は、別段5の規定を遵守するものとする。

10.13 データ保全：各当事者は、別段6の規定を遵守するものとする。

10.14 副本：本件契約は、複数の副本によりこれを締結することができる。本件契約が締結され、各当事者が1以上前に署名印刷した後、各副本は、本件契約の正本のものとする。全ての副本は、その全てが単一の契約を構成するものとする。電子メールによる署名様の付した本件契約の副本（但し、サイバーベージ上であってはならない。）のPDF又はJPEGの形式での送信は、署名印刷の付した本件契約の副本の交付として有効であるとする。[かかる方法を用いる場合、各当事者は、他の当事者に対し、可及的速やかに署名印刷を付した副本の提出を求めるものとする。]

10.15 輸出管理：各当事者は、適用ある国の輸出管理に関する法律及び規則を遵守するものとする。各当事者は、他方の当事者に基づき、当該当事者に適用される米国の輸出管理に関する法律の特定の条件を遵守するものとする。

本件研究機関のために、本件大学を代表して本件企業のために、本件スポンサーを代表して本件を署名する。
別紙 2
本件プロジェクト、本件提案書及び本件共同声明

プロジェクト名
プロジェクトの目的
実施地
各当事者が提供するバックグラウンド／資料
各当事者が実行する職務
タイムテーブル
各当事者が提供する人材、施設及び装置
予想される本件成果
各当事者の本件キーペーソン
外部的経済支援の配分
【装置の帰属】
その他の条件
本件提案書及び本件共同声明の添付

別紙 3
本件グントオファーレター
別紙 4

本件グッドデータマネジメントプラクティス

1. 研究データは、信頼できる科学的技法及び過程を用いて生成しなければならない。
2. 研究データは、善き科学的慣行（good scientific practices）に従い、かかる研究を実施した者により正確に記録されなければならない。
3. 研究データは、適切に、公に、且つ善き科学的慣行（good scientific practices）に従い分析しなければならない。
4. 研究データ及び本件成果は、安全に保管され、容易に取り出すことができる状態でなければならない。
5. 研究の実施中になされた主な決定、かかる研究に関する発表及びかかる研究に関して導き出された結論を容易に論証し再構築することができるよう、データ証跡を保存しておくなければならない。
6. 各当事者は、他方の当事者に記録活動及び手続きを遵守していることを検証する目的で、少なくとも[30]日間に書面で通知することにより、当該他方の当事者を視察する権利を有する。

別紙 5

調則準許

1. 各当事者は、本件プロジェクトに関連して、

1.1 2010年輸出税法を含め、自ら又は自らの活動に適用され、且つ輸出税の防止若しくは腐敗防止（又は両方）に関連している全ての法律、制度及び規則に従う。
1.2 本件プロジェクトが英国内で実行される場合には、2010年輸出税法の第1条、第2条又は第6条の逆ならびに該当する行為を一切行わねばならない。
1.3 パラグラフ 1.1 及び 1.2の遵守を確保するための方針及び手続き（2010年輸出税法の第7条(2)項について設けた適切な手続き、及び同条第9条に従い発行された指針を含む。）を有し、
1.4 パラグラフ 1.3 に言及される方針及び手続きに従い、且つこれらを執行し、
1.5 いかなる種類のものであっても、不当な経済的若しくはその他の利益の請求又は要求を受けた場合には、他方の当事者に対して速やかにこれを報告し、
1.6 他方の当事者が最終合理的に請求した場合には、本別紙を遵守している旨の証拠となるものを提供し、
1.7 本件契約及び本件プロジェクトに関連してなされた全ての支払い、並びに本別紙を遵守するために講じられた全ての手順を遵守するために正確かつ最新の記録及び会計帳簿を維持、（当該記録及び会計帳簿は、他方の当事者が本別紙の遵守状況を確認するにあたって十分なものでなければならない。）また、
1.14 要求があった場合、通常の営業時間内に、他方の当事者が当該記録及び会計記録にアクセスし、その記録を作成すること、及び本別紙の遵守状況を確認するために当該従業員と協議することが認められたものとする。

2. 各当事者は、自らの関係者（その関係者は、2010年輸出税法第8条及び第9条に従い決定される。）により本件プロジェクトに関与している者が、本別紙において当該当事者に譲されたものを同等の条件を課した書面の契約書に基づいての間関与するに当たる。
3. 各当事者は、パラグラフ 2 で言及する者が本別紙で譲されている条件と同等の条件を遵守するようにし、かかる者が当該条件のいずれかに違反した場合には他方の当事者に対して責任を負うものとする。
4. 当事者の関係者、その従業員、学生、グループ会社及び再委託先及びそれらの代表社員を含む。
3. バラグラフ 1、2、4、5 又は 6 で使用された大文字で開始される表現（「データ取扱者（Data Processor）」、「取り扱う（Process）」、「個人情報（Personal Data）」、「取扱い（Processing）」、「データ主体（Data Subjects）」）（であり、且つ本件契約の他章でも定義されていないもの）は全て、データ保護法令においてそれらに付された意味を有するものとする。

4. 本件契約の後になされたいずれかのデータ保護法令（特に欧州一般データ保護規定）の修正又は再制定に合致させる目的で、又は個人情報の取扱いに関して情報コミッショナー又はその他のデータ保護当局若しくは監督当局の要求又は懸念に両当事者が対応することができるようにする目的で、両当事者は、本契約についての合理的な修正を行うことに合意するものとする。

5. 本件契約の終了又は本件プロジェクトの完了に関わらず、前バラグラフ 1 乃至 4（両条項を含む。）は、一方の当事者がデータ管理者である又は他方の当事者と何らかの個人情報を共有している限り、継続して効力を有するものとする。

【第 7 項】

第 1 項 人権

1. 法律により要求される又は禁止される場合を除き、各当事者は、本件契約の履行に関連して、
   1.67 児童により行われる作業が当該児童の成長を身体的又は精神的に妨げることが合理的に予想される状況において、児童を雇用、採用又は使用することは、
   1.68 いかなる措置の強制労働（監禁、年季強制労働、奴隷労働等）も行わなければならず、
   1.69 その従業員に対して、従業開始時に会社の提出又は保証金の差入れを要求してはならず、
   1.70 従業員にとって当面の危険のない安全かつ健康的な職場を提供し、当該当事者が従業員に宿泊設備を提供する場合は、当該宿泊設備は、居住にあたって安全であるものとし、
   1.71 職場において災害又は事故が発生した場合に従業員に対して清潔な水、食料及び救急医療を提供し、
   1.72 いかなる理由（人種、宗教、障害又は性別を含む。）によっても従業員を差別せず、
   1.73 体罰、精神的、肉体的、性的若しくは言語による虐待を行わず、又はこれを支持せず、
   1.74 職場において残酷又は虐待的な懲罰行為を行わない。
   1.75 各従業員に対して、少なくとも最低賃金又は業界において一般的な額に相当する賃金（のいずれか高い方）を支払い、各従業員に対して法律に規定される一切の給付を支払う。
   1.76 当該当事者が事業を行う国における就業時間及び雇用権利に関する法律を遵守し、
   1.77 従業員による独立の労働組合の加入権及び労働組合に於ける結社の自由を尊重するものとする。

2. 各当事者は、各自のサプライチェーンの管理に責任を負うこと、並びに当該当事者が本件契約に基づく義務を履行する際に使用する物品及びサービスの供給業者による倫理基準の遵守及び人権の尊重を促すことに対し同意する。

3. 各当事者は、自身がこれまでに倫理及び人権に関する方針並びに当該方針の違反に対処するための適切な苦情処理手続を遵守してきたこと、また今後もこれを遵守することを保証するものとする。

第 2 項 反奴隷制

各当事者は、本件プロジェクトに関して、

55. 自分又はその事業に適用され、且つ反奴隷制及び反人身売買に関する一切の法律、規則及び規制（2015 年現代奴隷法を含む。）を遵守し、

56. 本件プロジェクトが英国内において実施される場合は、2015 年現代奴隷法の第 1 条、第 2 条又は第 4 条の違反に相当する行為を行わず、
57. 上記パラグラフ1及びパラグラフ2を遵守するために各自の方針及び手続を策定及び維持し、

58. 上記パラグラフ3に規定の方針及び手続を遵守及び執行し、

59. 下記業者及び供給業者との間の契約に、本別紙の本セクションに定めるものと少なくなとも同程度
の反収録及び反人身売買に関する規定を含め、

60. 本別紙の本セクションの違反を認識した場合、他方の当事者に対して速やかにその旨を報告し、

61. 他方の当事者により随時合理的に要求される、本別紙の本セクションの遵守に係る証拠を提供し、

62. 本件契約及び本件プロジェクトに関連して提供される全ての物品及び楽曲のサプライチェーン並
びに本別紙の本セクションを遵守するために講じる手段を追加するために正確かつ最新の記録を
維持し（当該記録は、他方の当事者が本別紙の本セクションの遵守状況を確認するにあたって十
分なものでなければならない。）

63. 要求があった場合、通常の営業時間内に、他方の各当事者が上記パラグラフ8に定める記録にア
クセスし、その写しを作成すること、及び本別紙の本セクションの遵守状況を確認するためにそ
の従業員と協議することを認めるものとする。

[第3部 本件特別研究者の方針及び手続]

各当事者は、以下の事項を遵守するものとする。

【詳細を挿入する。】

195