THIS AGREEMENT is dated \_\_\_\_\_\_\_\_\_202X

BETWEEN:

1. [ Company Name], a company registered in [Country] under company number [No.] whose [registered address] [principal place of business] is at [address] (the "Company"); and
2. Lancaster University, an educational body, established by Royal Charter (Registered Number RC000657), whose administrative offices are at University House, Lancaster LA1 4YW, United Kingdom (the "University").

Each a 'Party' and together the 'Parties'.

WHEREAS

1. The Parties have agreed to carry out the Project (as defined below).
2. The University has secured a funding contribution from the Engineering and Physical Sciences Research Council (EPSRC) under the Impact Acceleration scheme towards its costs of carrying out the Project, and the Company will provide a cash contribution to the costs of the Project.
3. The Parties now agree the terms upon which they will carry out the Project.

The Parties hereby agree:

1. **INTERPRETATION**

In this Agreement, the following terms have the following meanings:

"Background IP" means any data, information or materials and all Intellectual Property therein made available by either Party for use in the Project, but not arising from and developed in the course of the Project, and belonging to such Party or to which such Party has rights which permits its use in the Project.

"Commencement Date" means the date when the project shall commence namely [date]

"Completion Date" means the date when the Parties expect the Project to be completed, namely [date].

"Confidential Information" means all information in any form or medium made available by one Party ("**Discloser**") to another Party ("**Recipient**") for use in the Project (including the Background IP of the Discloser), and which is marked 'Confidential' at the time of disclosure, or if imparted verbally or visually is subsequently summarized in writing and sent to the Receiving Party within fourteen (14) days business affairs, finances, technology, plans, strategy, research methods, products or services (or future products or services) of the Discloser, and all copies of the same.

"Contributions" means the non­ financial contributions (including, without limitation, human resources, materials, facilities and equipment) to be made by a Party to the Project, as set out in the project application or otherwise agreed in writing by the Parties, including those costs of the Parties of carrying out the Project.

“Discloser” as defined within the definition of Confidential Information above.

"Intellectual Property" means any invention, improvement, patent, design, process, information, know how, copyright, technical Information, data, inventions, techniques, processes, systems, formulae, results of experimentation, designs, statistics, records, rights in databases, topography rights or application to register any such right and any other intellectual property or intellectual property right of any nature whatsoever in any part of the world.

"Project" means the project further described in Schedule 1 hereto as may be modified by agreement in writing of the Parties from time to time. .

“Recipient” as defined within the definition of Confidential Information above.

"Results" means all information, know-how, results, inventions, software and other Intellectual Property identified or first reduced to practice or writing in the course of carrying out the Project.

"Term" means the period commencing the Completion Date, unless extended by mutual agreement of the Parties in writing or unless this Agreement is terminated by either Party in accordance with clause 3.2.

In keeping with UK law and established UK academic practice, both parties note Lancaster University is committed to upholding free speech and to the practice of academic freedom free from undue influence.

1. **THE PROJECT**

2.1 The Parties will, during the Term, each use all their reasonable endeavours to carry out and to collaborate on the Project, including making their respective Contributions. For the avoidance of doubt, except as specified herein, each Party will bear its own costs of carrying out the Project.

2.2 Each Party will notify the other Party promptly of any event which might affect the implementation of the Project. If the performance by any Party of any of its obligations (other than a payment obligation) under this Agreement shall be prevented by circumstances beyond its reasonable control then such Party shall be excused from performance of that obligation for the duration of the relevant event. In the event that a Party shall be affected by such circumstances, it shall give prompt notice thereof to the other Party and use its reasonable endeavours to minimise the effects on the Project.

2.3 Each Party shall use all reasonable endeavours to obtain all regulator consents and approvals necessary to allow it to make its Contributions to the Project, and each Party shall be fully responsible for obtaining such consents and approvals in respect of all activities on its premises. In particular, each Party will comply with mandatory applicable laws and regulations relating to its activities under the Project.

1. **DURATION AND TERMINATION OF AGREEMENT**

3.1 This Agreement shall commence on the Commencement Date notwithstanding dates of signature hereto and shall be carried out during the Term. 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.

3.2 Either Party may, by written notice to the other, terminate this Agreement with immediate effect if:

3.2.1 the other Party is in material breach of any terms of the Agreement which, in the case of a breach capable of remedy, is not remedied within thirty (30) days of receipt of a notice specifying the breach and requiring its remedy; or

3.2.2 the other Party has been guilty of conduct which in the reasonable opinion of the first Party tends to bring its or the first Party's reputation into disrepute; or

3.2.3 the other Party shall pass a resolution for winding-up (or a court of competent jurisdiction shall make an order to that effect) or become subject to an administration order or have a receiver or administrative receiver appointed over it, or over any part of its assets, or cease, or threaten to cease, to carry on business.

1. **[Option 1] PAYMENT**

4.1 The Company shall pay to the University a contribution towards the costs of the Project in the sum of *[ xxxxxxx xxxxxx] (£xxxxx),* exclusive of VAT or other charges if applicable at the applicable rate. Such sum shall be payable within thirty (30) days of invoice quarterly in arrears during the Term in accordance with the following invoicing schedule:

4.1.1 *[xxxxxxx Pounds] (£xxxxxxx)*

payable on *[xx xxxxx xxxx .*

*or*

**[option 2 ] CONTRIBUTIONS**

4.1 The Company shall make Contributions to the Project as set out in the project application or as otherwise set out in Schedule 1 hereto.

1. **CONFIDENTIAL INFORMATION**

5.1 The Recipient will, during the Term and for three (3) years thereafter, use reasonable endeavours not to disclose to any third party any of the Discloser's Confidential Information, and subject as follows not to make any disclosure of Confidential information to any third party which would prejudice the rights of the Discloser under or pursuant to this Agreement.

5.2 The Recipient shall be entitle to use the Confidential Information only for the purposes of the Project and this Agreement and to disclose the Confidential Information in confidence to such of its employees or students who need to know it in order to carry out the Recipient's obligations under this Agreement.

5.3 The Recipient shall incur no obligation under Clauses 5.1 and 5.2 with respect to information which:

5.3.1 is known to the Recipient before its receipt from the Discloser, and not impressed already with any obligation of confidentiality to the Discloser; or

5.3.2 is or becomes publicly known without the fault of the Recipient; or

5.3.3 is obtained by the Recipient 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 Discloser; or

5.3.4 is independently developed by the Recipient; or

5.3.5 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, none of the exceptions to that Act applies to the information disclosed) or the order of any court of competent jurisdiction, and the Party required to make that disclosure has informed the Discloser, within a reasonable time after being required to make the disclosure, of the requirement to make the disclosure and the information required to be disclosed

1. **WARRANTIES AND LIABILITY**

6.1 No Party undertakes that work carried out under or pursuant to this Agreement will lead to any particular result, nor is the success of such work guaranteed. Each Party shall be solely responsible for its use of Results.

6.2 No Party makes any representation or warranty that advice or information given by it or any of its respective employees, students, agents or appointees who work on the Project, or the content or use of any Background IP or Results will not constitute or result in infringement of third-party rights.

6.3 Subject to Clause 6.5, the liability of either Party for any breach of this Agreement, or arising in any other way out of the subject-matter of this Agreement, will not extend to loss of business or profit, or to any indirect or consequential damages or losses arising out of or in connection with this Agreement, whether in contract, tort (including negligence), misrepresentation, under statute or otherwise, and/or arising from a breach of, or a failure to perform, or a defect or delay in performance of, any of Parties' obligations under this Agreement.

6.4 In any event, the maximum liability of each Party to the other for all claims and in the aggregate under or otherwise in connection with this Agreement or its subject-matter shall, subject to Clause 6.5, not exceed one hundred thousand pounds (£100,000) which the Parties agree is reasonable.

6.5 Nothing in this Agreement shall restrict the liability of any Party for death or personal injury resulting from its negligence, or for fraud or for any sort of liability that, by law, cannot be limited or excluded.

6.6 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.

1. **INTELLECTUAL PROPERTY RIGHTS**

7.1 Any and all Background IP is and shall remain, as between the Parties, the exclusive property of the Party making such Background IP available. Each Party hereby grants to the other Party a non-exclusive, royalty-free licence to use its Background IP for the purpose of carrying out the Project and for no other purpose whatsoever. No licence to use any Party's Intellectual Property is granted or implied by this Agreement except the rights expressly granted in this Agreement.

7.2 Title to all Results shall vest in the generating Party. The generating Party grants to the other Party a non-exclusive, royalty-free licence to use its Results for the purpose of carrying out the Project.

7.3 Where any Results are created or generated by the Parties jointly and it is impossible to separate each Party's contribution to the Results for the purposes of protecting and maintaining the Results, the Results will be jointly owned by the Parties in equal shares. The joint owners shall agree in good faith on the protection and commercial exploitation of joint Results.

7.4 Subject to the University first receiving all payments due to it from the Company under this Agreement the University, where able to do so and where free from encumbrance, shall grant to the Company a world-wide, royalty-free, revocable, non-exclusive licence ("the Licence") to use the Results with the right to sub-licence subject to clause 7.6 below, for an initial period of two (2) years commencing from the end of the Term ("the Initial Licence Term") which subject to clause 7.8 and 7.9 below may be extended beyond the Initial Licence term with the agreement of the University; and the Company shall use its diligent and reasonable endeavours to commercially exploit the Results during the Initial Licence Term.

7.5 Notwithstanding the Licence that may be granted to the Company under clause 7.4 above, the University shall retain the non-exclusive, irrevocable, worldwide, royalty-free right to use, and license other academic institutions to use the Results and Results so licensed for the purposes of research and teaching and publication purposes. For the avoidance of doubt, if the University licences the Results to another academic institution within a period of two (2) years from the end of the Term, it shall ensure that the academic institution is bound by the terms and conditions relating to publication of the Results as those contained in clause 8 'Publication' of this Agreement’ mutadis mutandis as if it were the University.

7.6 Should the Company wish to sub-licence its right under the Licence which may be granted to it by the University under clause 7.4 above, it shall first seek the prior written consent of the University, which will not be unreasonably withheld or delayed but, for the avoidance of doubt, which the University may decline to give at its sole and absolute discretion. The Company shall send its request to be granted the right to sub­ licence its rights under the licence marked for the attention of: Director of Research & Enterprise Services Division, Lancaster University, Bowland Main, Lancaster LAl 4YQ.

7.7 If the Company does not wish to extend the term of the Licence beyond the Initial Licence Term, the Licence will terminate automatically by expiry.

7.8 If the Company wishes to extend the term of the Licence beyond the Initial Licence Term it will need to provide written evidence to the University, to be sent marked for the attention of the Director of Research and Enterprise Services Division at the address detailed in clause 7.6 above, at least three (3) months before the expiry of the Initial Licence Term, demonstrating commercial exploitation of the Results during the Initial Licence Term. For the avoidance of doubt any written evidence to be submitted to the University should include a report on all past, current and projected activities taken or planned to be taken by the Company to exploit the Results and to bring the product(s) and or service(s) to market and maximise the sale of said product(s) and or service(s).

7.9 If the University, at its sole and absolute discretion, agrees that the company has used diligent and reasonable endeavours to commercially exploit the Results during the initial Licence Term, it will grant the Company an extension to the term of the licence, the duration and terms of which are to be fairly and reasonably agreed between the University and the Company.

7.10 If the University, at its sole and absolute discretion, does not agree that the Company has used diligent and reasonable endeavours to commercially exploit the Results during the Initial Licence Term, it will notify the Company in writing of its decision and the Licence will terminate automatically by expiry. In the event that the Company does not agree with the University's decision made under this clause 7.9, it shall have the right to refer the matter for mediation in accordance with the provisions of clause 10.12 of this Agreement.

7.11 In the event that the Company's use of the University's Results requires licences to any University Background IP or other University intellectual property rights, the University shall where free and reasonably able to do so at the time of request grant to the Company a non-exclusive licence to said Background IP or other University intellectual property rights on fair and reasonable commercial conditions, solely for the purpose of enabling the Company to use the Results.

7.12 The University shall be entitled at its own costs and expense, with good reason and on reasonable notice, to audit compliance with the licence provisions at clause 7.4. Any such audit will be conducted in a manner that will not interfere with the Company’s day to day business and during core business hours. Any auditors employed by the University to conduct the audit must be required to comply with any policies concerning access to the Company’s site and must be subject to a duty of confidentiality. Should the University in its sole opinion decide after conducting such audit that the Company is failing to comply with clause 7.4 then it will notify the Company in writing of its decision and the Licence will terminate automatically on receipt of such notice.

1. **PUBLICATION**

8.1 The Company acknowledges that as a charitable body there must be some public benefit arising from the Project, and that the University must be able to publish its Results a rising from the Project. Any employee or student of the University (whether or not involved in the Project) may, subject to clauses 5 and 8.2,

8.1.1 discuss work undertaken as part of the Project in University seminars, tutorials and lectures; and

8.1.2 publish any of the Results.

8.2 If the University or its students involved in the Project wish to publish some or all of the Results, then the Company shall be presented with a copy of the proposed publication not less than twenty (20) days in advance of its submission for publication. The Company will respond within twenty (20) days of receipt thereof whether (i) the proposed publication or any part thereof constitutes the Confidential Information of the Company; or (ii) the Company reasonably considers that any of the Company's Results contained in the proposed publication should be protected by means of intellectual property rights, whereupon publication may be delayed for a period of up to One hundred and twenty (120) days to allow for the securing of appropriate intellectual property rights protection of the same at the Company's cost. In the event that the Company does not respond within said twenty (20) day period the Company shall be deemed to have approved the proposed publication or presentation, providing that whether or not any such response from the Company is received, the University shall not publish any Confidential Information of the Company. The provisions of this clause 8.2 will survive for a period of one (1) year from the date of termination of this Agreement for whatever reason.

8.3 Nothing in this Agreement shall preclude:

8.3.1 the inclusion of some or all of the Results generated in the course of the Project in a thesis or other material submitted to the University by a registered student of the University; and

8.3.2 the disclosure of information or conclusions relating to the Study in confidence to any internal or external examiner appointed by the University in furtherance of awarding a degree to said registered student; and

8.3.3 the lodging in the academic library of the University of a copy of the thesis or other material in accordance with the regulations of the University with such limitations on availability (if any) as shall be reasonably agreed with the Company.

1. **IMPACT**

The Company acknowledges that the University is required by its funders to provide evidence of the wider social and economic impact of its research expertise, and the Company agrees to assist with all reasonable requests made by the University to share information on the benefits to the Parties connected to the Project (not including Confidential Information), as well as any wider benefits arising for society, public policy or services, health and the environment. Moreover, the University may require the Company to take part in a brief project evaluation exercise following the completion of the Project this may include an interview or questionnaire.

1. **GENERAL**

10.1 This Agreement sets out the entire agreement between the Parties to this Agreement and shall supersede any prior agreement, arrangement or understanding (whether oral or written) relating to the subject matter of this Agreement. No modification, variation or amendment to this Agreement will be valid unless it is in writing and signed by or on behalf of both Parties.

10.2 No waiver of a breach by any Party of any covenant, condition, obligation or understanding of this Agreement shall be deemed to constitute a waiver of any other breach of the same, or of any other covenant, condition, obligation or understanding; and no failure, forbearance or delay by any Party in exercising any right under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise by any Party of any right preclude any further exercise thereof, or the exercise of any other right.

10.3 The Parties agree that the provisions of this Agreement are separate and divisible, and if any clause or provision of this Agreement is held to be completely or partially invalid or unenforceable, all other clauses or parts thereof contained in this Agreement shall remain in full force and effect and shall not be affected thereby.

10.4 Any legal or formal notice under this Agreement shall be in writing and will be deemed to have been duly made, delivered or served if delivered by hand, at the time of delivery; if delivered by pre-paid recorded delivery post, upon signature confirming receipt. Each Party's representative for the purpose of receiving legal or other formal notices hereunder shall until further notice be:

**For the University:** The Director of Research & Enterprise Services, Research and Enterprise Services, Bowland Main, Lancaster University, Lancaster, LA1 4YT, United Kingdom;

**For the Company:** *[ Name, title and address] .*

10.5 References in this Agreement to any statute or any provision of a statute shall be construed as references to the statute or the provisions as amended, modified, considered or re-enacted and to any subordinate legislation made from time to time under that provision.

10.6 Headings in this Agreement are for convenience only and shall not affect the construction of this Agreement.

10.7 This Agreement shall be governed by and interpreted in accordance with English Law and the Parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts.

10.8 No person who is not a party to the Agreement shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement.

10.9 This Agreement is not intended to establish, and shall not be construed by either Party in the future as having established, any form of business partnership between themselves.

10.10 No Party shall use the name, logo or other trademarks of the other Party in any publicity, advertising or news release or for any commercial purpose without the prior written approval of an authorised representative of the other Party.

10.11 The Parties shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity practice or conduct had been carried out in the UK.

10.12 The Parties shall use all reasonable endeavours to negotiate in good faith and settle amicably any dispute that arises during the continuance of this Agreement. Any dispute not capable of resolution by the Parties in accordance with the terms of this clause shall be settled as far as possible by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. No Party may commence any court proceedings/arbitration in relation to any dispute arising out of this Agreement until they have attempted to settle it by mediation, but any such mediation may be terminated by either Party at any time of such Party wishing to commence court proceedings/arbitration.

For and on behalf of: **Lancaster University**

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For and on behalf of: [Company]

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Schedule 1: The Project**

See attached IAA Co-Funding Application