**UNDERGRADUATE FINAL YEAR RESEARCH PROJECT AGREEMENT**

(1) **THE QUEEN’S UNIVERSITY OF BELFAST** whose address is University Road, Belfast,

BT7 1NN (“**the University**”)

(2) ***[INSERT COMPANY]*** whose registered office is at *[insert address]* with a registered company number of *[insert company number]* (“**the Company**”)

hereinafter referred to individually as “**Party**” and collectively as “the **Parties**”

**WHEREAS**

1. The Company has agreed to support an Undergraduate Final Year Research Project at the University.
2. The Parties hereby confirm their intention to regulate their rights and obligations in relation to the Project in accordance with the terms and conditions contained in this Agreement.

**It is agreed by the Parties:**

1. **DEFINITIONS**

In this Agreement the following terms shall have the following meanings unless the context requires otherwise:

|  |  |
| --- | --- |
| **Agreement:** | this document, including its Schedules, as amended from time to time in accordance with the provisions of this Agreement; |
| **Background:** | Intellectual Property Rights, information, techniques, Know-how, software and materials (regardless of the form or medium in which they are disclosed or stored) that are provided by one Party to the other for use in the Project (whether before or after the date of this Agreement) as outlined at Schedule 3 of this Agreement which may be amended from time to time upon the prior written consent of the Parties, except any Result; |
| **Confidential Information:** | any Background disclosed by that Party to the other Party for use in the Project, 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; |
| **Effective Date:**  **Financial Contribution:** | the date of last signature of this Agreement;  the financial contribution to be provided by the Company set out in Schedule 1; |
| **Intellectual Property Rights:** | patents, rights to inventions, trade marks, service marks, registered designs, copyrights and related rights, database rights, design rights, plant breeders’ 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; |
| **Know-how:** | unpatented technical information (including, without limitation, 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) that is not in the public domain; |
| **Project:** | the programme of work described in Schedule 2, as amended from time to time by mutual written agreement; |
| **Project Period:** | the period described in clause 2.3; |
| **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; |
| **Student:** | the individual chosen by the University to undertake the Project; |
| **University Supervisor** | means *[insert name of QUB supervisor]* or their successors, as appointed from time to time by University subject to the terms of this Agreement. |

1. **THE PROJECT**
   1. The Project must comply with the University’s regulations.
   2. The Project, entitled *[insert project title]* is outlined in Schedule 2 of this Agreement, and will be carried out by the Student under the direction and supervision of the University Supervisor. Any significant deviation from the programme of work described in Schedule 2 must be agreed in writing by both Parties.
   3. This Agreement shall come into effect on the date of last signature of this Agreement. The Project will begin on *[insert date]* “**the Commencement Date**” and will continue until *[insert date]* “**the Completion Date**” or until any later date agreed in writing between the Parties, or until this Agreement is terminated in accordance with clause 8 below. 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.
   4. The Project may include a period of time spent at the Company’s premises (**“Industrial Visit**”) to enable industrial experience to be gained while working on the Project. The duration and timing of any such Industrial Visit will be agreed by the Parties. For the avoidance of doubt, the Student will not be an employee of the Company during such periods and the Company will not require the Student to sign any contract of employment or other such legally binding agreement. However, the Company may require the Student to sign a confidentiality agreement which does not conflict with the terms of this Agreement.
   5. The Company will pay reasonable travel expenses incurred by the Student or the University Supervisor during any visits to the Company’s facilities.
   6. The University does not undertake that the work carried out under or pursuant to this Agreement will lead to any particular result, nor is the success of such work guaranteed.
2. **REPORTING**

The University Supervisor and the Student will meet with the Company’s representative from time to time as agreed. A final report will be submitted by the University to the Company within 90 days of the Completion Date.

1. **FINANCIAL CONTRIBUTION**
   1. The Company will pay the Financial Contribution to the University in accordance with Schedule 1 within 30 days after receipt by the Company of an invoice which the University shall raise upon signature of this Agreement.
   2. All amounts payable to the University under this Agreement are exclusive of VAT (or any similar tax) which the Company will pay at the rate from time to time prescribed by law.

1. **CONFIDENTIALITY**
   1. The Parties hereto agree to use reasonable endeavours to ensure that any Confidential Information, disclosed or submitted in writing or any other tangible form to one Party (“**Receiving Party**”) by the other (“**Disclosing Party**”) shall be treated with the same care and discretion to avoid disclosure as the Receiving Party uses with its own similar information which it does not wish to disclose. In particular neither Party shall disclose Confidential Information received from the other Party except with the prior written agreement of the other Party;
   2. The Receiving Party shall not, during the Project Period, or for a period of five (5) years after the termination of this Agreement, use or allow the use of any Confidential Information for any purpose other than the carrying out of its obligations under this Agreement or other than in accordance with the terms of this Agreement.
   3. The undertaking in this clause shall not apply to Confidential Information which:
      1. at the time of disclosure, has already been Published or is otherwise in the public domain other than through breach of the terms of this Agreement;
      2. after disclosure to a Party, is subsequently Published or comes into the public domain by means other than through fault of the Receiving Party;
      3. a Party can demonstrate was known to them or subsequently independently developed by them and not acquired as a result of the Project, nor using, derived from, referring to or in any way relates to the Confidential Information;
      4. is lawfully acquired from third parties who had a right to disclose it with no obligations of confidentiality owed to any of the Parties; or
      5. is required to be disclosed by applicable law or court order or by any Party's regulatory body, which is empowered by Statute or Statutory Instrument, but only to the extent of such disclosure and the Receiving Party shall notify the Disclosing Party promptly of any such request, provided that, in the case of a disclosure under the Freedom of Information Act 2000, none of the exemptions in that Act applies to the Confidential Information
   4. If any Party receives a request under the Freedom of Information Act 2000 or The Freedom of Information (Scotland) Act 2002 to disclose any Confidential Information, it will notify and consult with the other Party. The other Party will respond within five working (5) days after receiving notice if the notice requests assistance in determining whether or not an exemption in that Act applies.
   5. Staff and any agents, consultants or sub-contractors, engaged to work on the Project will be subject to the principles of confidentiality outlined in this clause. For the avoidance of doubt, neither Party shall be liable for any breaches of this clause 5 by the Student.
2. **USE AND EXPLOITATION OF INTELLECTUAL PROPERTY RIGHTS**
   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 that are not Results. The Intellectual Property in them will remain the property of the Party that contributes 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.
   2. The Intellectual Property Rights in any Results shall be owned by the Party that generates them.
   3. Both Parties hereby acknowledge that any Intellectual Property Rights in any Results generated by the Student shall be owned by the Student.
3. **LIMITATION OF LIABILITIES**
   1. Neither Party 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 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.
   2. To the extent permitted by law, the University does not accept any responsibility or liability for any use which may be made by the Company of any Results, nor for any reliance which may be placed by the Company on any Results, nor for advice or information given in connection with any Results.
   3. In any event, subject to clause 7.4, 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 the sum of £50,000 pounds sterling.
   4. Nothing in this Agreement limits or excludes either Party's liability for:
      1. death or personal injury;
      2. any fraud or for any sort of liability that, by law, cannot be limited or excluded; or
      3. any loss or damage caused by a breach of clause 5
4. **TERMINATION**
   1. Subject to clause 10 below, this Agreement will terminate automatically by expiry on the Completion Date.
   2. Either Party may terminate this Agreement with immediate effect by giving notice to the other Party if:
      1. 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 days after receipt of written notice specifying the breach and requiring its remedy; or
      2. the other Party becomes insolvent, or if an order is made or a resolution is passed for its winding up (except voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed over the whole or any part of the other Party's assets, or if the other Party makes any arrangement with its creditors.
   3. On the termination of this Agreement, the Company will pay the University for all work done prior to termination. 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 University for the purposes for which that Financial Contribution was provided, the University will return to the Company the unused portion of that contribution.
5. **NON-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, such consent not be unreasonably withheld delayed or denied.

1. **CONTINUING OBLIGATIONS**

The Provisions of Clause 5 (Confidentiality), Clause 6 (Intellectual Property), Clause 7 (Limitation of Liabilities), Clause 8 (Termination) and Clause 12 (Governing Law) shall survive termination of this Agreement

1. **AMENDMENTS**

No variation or amendment of this Agreement will be effective unless it is made in writing and signed by each Party's representative.

1. **GOVERNING LAW AND JURISDICTION**

This Agreement and all terms provisions and conditions and all questions of construction validity of performance under this agreement shall be governed by Northern Ireland law and shall be subject to the non-exclusive jurisdiction of the Northern Ireland Courts

1. **APPLICABLE LAWS**

The Parties shall procure that in carrying out the Project, they will comply with all applicable laws, regulations and statutes, including those relating to modern slavery, anti-bribery and data protection. Non-compliance with this clause by one Party shall not be sufficient justification for non-compliance with the rest of the Agreement by the other Party.

1. **GENERAL**
   1. **USE OF NAMES**: No Party will use the name of another Party in any form of publicity without the written permission of the other.
   2. **HEADINGS**: The headings in this Agreement are for ease of reference only; they do not affect its construction or interpretation.
   3. **ILLEGAL / UNENFORCEABLE PROVISIONS**: If any part or any provision of this Agreement shall to any extent prove invalid or unenforceable in law, the remainder of such provision and all other provisions of this Agreement shall remain valid and enforceable to the fullest extent permissible by law, and such provision shall be deemed to be omitted from this Agreement to the extent of such invalidity or unenforceability. The remainder of this Agreement shall continue in full force and effect and the Parties shall negotiate in good faith to replace the invalid or unenforceable provision with a valid, legal and enforceable provision which has an effect as close as possible to the provision or terms being replaced.
   4. **WAIVER OF RIGHTS:** No failure to exercise or delay in the exercise of any right or remedy which any Party may have under this Agreement or in connection with this Agreement shall operate as a waiver thereof, and nor shall any single or partial exercise of any such right or remedy prevent any further or other exercise thereof or of any other such right or remedy.
   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.
   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 prior to the execution of this Agreement.
   7. **EXECUTION:** This Agreement may be executed in any number of counterparts and all the counterparts when taken together will constitute one agreement. Each Party may enter into this Agreement by executing a counterpart. Transmission of a digital copy of a counterpart of this agreement (a) by fax or (b) by e-mail (in PDF, JPEG or other agreed format), or (c) via an electronic signature service, shall be accepted as delivery of an executed counterpart of this Agreement.

**SIGNED** for and on behalf of the Queen’s University of Belfast:

Name:

Position:

Signature Date

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

Name:

Position:

Signature Date

**Schedule 1**

**The Financial Contribution**

The Company will pay the University a total of [£insert sum] in support of the Project.

**Schedule 2**

**Programme of Work**