

Dated

NATIONAL NUCLEAR LABORATORY LIMITED

and

THE

UNIVERSITY OF MANCHESTER

University Agreement

University Agreement Reference: NNL/UA/*****

THIS AGREEMENT is dated **** 201*

("Commencement Date")

PARTIES:

1. NATIONAL NUCLEAR LABORATORY LIMITED incorporated and registered in England and Wales with company number 3857752 whose registered office is at Chadwick House, Warrington Road, Birchwood Park, Warrington, Cheshire WA3 6AE ("NNL").
2. THE UNIVERSITY OF MANCHESTER incorporated by Royal Charter, a charitable body registered in England and Wales with registration number RC000797 and having its Principal Office at Oxford Road, Manchester, M13 9PL ("University").

BACKGROUND

- (A) NNL has entered into a contract ("Head Contract") with a third party ("Funder") pursuant to which the Funder has agreed to place NNL in funds so that it can enter into this Agreement with the University.
- (B) The University has applied to NNL to carry out a research project as described in Appendix 1 for NNL ("the Project").
- (C) The Parties hereby agree that any Arising IP shall be dealt with by the Parties in accordance with the terms and conditions of this Agreement.
- (D) NNL has agreed to provide the funding it receives from the Funder to the University for the Research on the terms and conditions contained in this Agreement and the Head Contract.

AGREED TERMS

1. INTERPRETATION

The definitions and rules of interpretation in this clause apply in this Agreement.

- Arising IP:** means any inventions, designs, information, know-how, specifications, formulae, data, processes, methods, techniques, and other technology obtained or developed in the course of the Project including the Research and the Intellectual Property Rights therein;
- Background IP:** is defined as all IP which exists prior to this Agreement being effective or is created by either party outside this Agreement made available by either Party for use in the Project;
- Data Protection Legislation** (i) the Data Protection Act 2018 ("DPA 2018") (ii) the General Data Protection Regulation (EU) 2016/679 ("GDPR") and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, and (iii) any successor legislation to the DPA 2018 and the GDPR;
- Equipment:** All samples, patterns, specifications, plans, drawings, Software, equipment or any other document or thing issued by or on behalf of NNL to the University in connection with this Agreement;
- Field of Use:** Use in carrying out NDA's functions, duties and powers as prescribed in the Energy Act 2004 from time to time;

**Insolvency
Event:**

The occurrence of any of the following:

- (a) An application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed;
- (b) Commencing negotiations with all or any class of creditors with a view to rescheduling any debts, or making a proposal for or entering into any compromise or arrangement with creditors (other than for the purposes of a solvent reconstruction or amalgamation);
- (c) The presentation of a petition for a winding up order;
- (d) The passing of a resolution for winding up (other than for the purposes of a solvent reconstruction or amalgamation);
- (e) The court making an order for winding up (other than for the purposes of a solvent reconstruction or amalgamation);
- (f) The appointment of, or a person with a right to appoint becoming entitled to appoint, a receiver or manager or administrative receiver;
- (g) Being unable to pay debts as they fall due, or being deemed unable to pay debts, within the meaning of section 123 of the Insolvency Act 1986; and
- (h) Any event occurs, or proceeding is taken, in any jurisdiction which has an effect equivalent or similar to any of the events mentioned above unless, in the case of the events set out in limbs (a), (c) and (f) above, the proceedings to which they relate are frivolous or vexatious and are dismissed, stayed or discharged within

twenty-one (21) calendar days of their commencement;

Intellectual Property ("IP"):	any patents, rights to inventions, registered designs, copyright and related rights, database rights, design rights, topography rights, trademarks, service marks, trade names and domain names, trade secrets, rights in unpatented know-how, rights of confidence and any other intellectual or industrial property rights of any nature including all applications (or rights to apply) for, and renewals or extensions of such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
NDA:	means the Nuclear Decommissioning Authority established pursuant to the provisions of the Energy Act 2004.
NNL Procurement Representative:	the representative identified in Appendix 2;
NNL Project Representative:	the representative to be appointed under clause 3.3;
ONR:	The Office for Nuclear Regulation or any body having responsibility for civil nuclear security in the United Kingdom which substantially replaces the ONR from time to time;
Payment Commencement Date:	the date identified in Appendix 3 of this Agreement.
Research:	the work to be performed by the Student as described in Appendix 1;
Researcher Study Agreement:	the agreement in Appendix 6 between the University and NNL to govern the access arrangements if the Student requires access to any NNL premises;
Software:	All computer software, together with any related supporting documentation and materials necessary to enable a user to make full use of the functionality of, or to administer effectively, such software;
Source Codes:	In respect of any Software, the entirety of such Software in an eye-readable form in which such Software can be interpreted by a programmer of reasonable skill and in such form that it can be compiled or interpreted into equivalent object code, together with all technical information and documentation reasonably necessary for the use, reproduction, modification and enhancement of such Software;
Student:	the student enrolled by the University and who is to be appointed under clause 2.2.1;
University Supervisor:	the University employee to be appointed under clause 2.2.2;

- 1.1 Except where a contrary intention appears, a reference to a clause or appendix is a reference to a clause of, schedule to or appendix to this Agreement.
- 1.2 Clause and appendix headings do not affect the interpretation of this Agreement.
- 1.3 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.4 A reference to a **party** is to a **party** to this Agreement.
- 1.5 A **person** includes a corporate or unincorporated body.
- 1.6 The expressions **subsidiary company** and **holding company** shall have the meanings given in section 1159 of the Companies Act 2006.

2. Obligations of the University

- 2.1 The University agrees to place the Student to perform the Research, and such other work as shall be reasonably requested by NNL from time to time, with due skill and care. The Research shall be carried out at the University premises ("**University Premises**") or such other place as NNL may reasonably direct from time to time. The University shall provide all laboratories, computers and such other equipment required to perform the Research where the Student is on University Premises but NNL shall provide the same if the Student is working at NNL's premises ("**NNL's Premises**"), such arrangement to be governed by the terms of the Researcher Study Agreement.

- 2.2 The University shall provide details to NNL of all its representatives who will work with or support the Student to perform the Research or who will have access to any NNL Intellectual Property for NNL to approve. Upon NNL providing the University with such approval, the University shall appoint:
- 2.2.1 the Student, who shall undertake the Research as set out in Appendix 1; and
 - 2.2.2 the University Supervisor, who shall be stationed at the University and who shall be responsible for supervising the performance of the University's obligations pursuant to this Agreement. The personal details of the University Representative are set out in Appendix 2,
- together the **University Representatives**.
- For the avoidance of doubt, if NNL shall not provide such approval, the Parties will meet to discuss a proposal to identify a different student or supervisor.
- 2.3 The University shall ensure that the University Representatives are suitable and willing to carry out the obligations as set out in Appendix 1 and shall ensure that the University Representatives perform their obligations with all due care and diligence, in a professional and ethical manner and in accordance with any guidelines notified by NNL to the University.
- 2.4 The University shall inform NNL as soon as practicable in writing in the event that (i) the Student ceases to be enrolled by the University; (ii) the Student ceases studies for a period longer than two months or (iii) the University Supervisor ceases to be employed or engaged by the University, and use its best endeavours to seek replacement(s). The University shall forward the details of any potential replacement(s) to NNL, but shall not permit anyone to replace or act as the University Representatives unless NNL has previously agreed to the appointment in writing.
- 2.5 Without the prior written consent of NNL in each particular case the University shall not use any person or other third party to perform any part of the Research who is not expressly documented as a University Representative.
- 2.6 The University shall provide such information as NNL may reasonably require from time to time in connection with the University Representatives (and persons proposed as University Representatives) including details of their qualifications and experience. If the University intends to withdraw any University Representatives from providing the Research to NNL it must provide NNL with no less than 4 weeks' notice in writing and obtain NNL's prior written consent (such consent not to be unreasonably withheld or delayed), including such consent as to the suitability and adequacy of a replacement who must have a level of skills and experience comparable to that of the University Representatives being withdrawn.
- 2.7 In the event that a University Representative has to be replaced due to illness, death or leaving the employment of the University, the University must give such notice to NNL as is reasonably practicable in the circumstances; in the case of a University Representative leaving the employment or enrolment of the University, the University shall give notice to NNL as soon as it is aware of his or her proposed departure.
- 2.8 NNL shall have the right to require the removal of such person whose performance or conduct in their reasonable opinion is unsatisfactory and their replacement by another person possessing the required qualifications and experience.
- 2.9 No change of any University Representative shall result, directly or indirectly, in NNL being liable for any additional cost or expense whatsoever.
- 2.10 If applicable, University Representatives will be required to have the necessary security clearance as notified by NNL to the University from time to time.
- 2.11 All University staff, including University Representatives engaged by the University to provide the Research shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of NNL's own staff as notified to the University from time to time.
- 2.12 The University shall provide and shall procure that the University Representatives shall provide NNL with regular progress reports on the Research as required by NNL and a final report ("**Thesis**") at the end of the Research. The final payment for the Research will be processed in line with the submission of the final Thesis.
- 2.13 The University shall provide to NNL a monthly written progress report unless otherwise agreed in writing by the Parties in such form and addressing such issues as NNL may reasonably require, but which in any case shall detail progress in performance of the Research since the last such report.
- 2.14 The University shall invoice NNL in accordance with the Payment Profile in Appendix 3. Invoices should be rendered to Accounts Payable, 5th Floor Chadwick House, Warrington Road, Birchwood Park, Warrington, Cheshire WA3 6AE quoting this Agreement number. Invoices will be paid thirty (30) days from the end of the month in which any invoice is dated.

- 2.15 The University shall maintain full, true and accurate sets of accounts and records in connection with the Research and all transactions related to them in accordance with generally accepted accounting principles in the United Kingdom. All such accounts and records shall be retained by the University for a period of not less than six (6) years after the completion or termination of this Agreement.
- 2.16 The University shall permit NNL reasonable access on reasonable notice to the University's Premises at which any part of the Research are being performed for the purposes of inspecting, monitoring and/or auditing the University's performance of this Agreement including, without limitation, compliance with the quality, safety and environmental requirements of this Agreement.
- 2.17 The University shall and shall procure that the University Representatives shall abide by:
- 2.17.1 the terms of employment or engagement and any handbook and policies relating to (by way of illustration only and without limitation) performance, annual, sick or other leave and disciplinary procedures in respect of the University Supervisor;
 - 2.17.2 the terms of admission and enrolment and any handbook and policies relating to (by way of illustration only and without limitation) performance, attendance and disciplinary procedures in respect of the Student;
 - 2.17.3 the University's good research practice guidelines and any other relevant University policies and procedures when undertaking the Research;
 - 2.17.4 the obligations of security and confidentiality contained in this Agreement and any other requirements required by NNL in the interests of preserving security and confidentiality; and
 - 2.17.5 the Research Study Agreement and any policies and procedures (including but not limited to security and Health and Safety requirements) in respect of any visits or work or Research to be conducted at any of NNL's Premises.
- 2.18 The University shall permit NNL reasonable access on reasonable notice to the University Premises at which any part of the Research are being performed for the purpose of review and audit of the number, categories and qualification and experience of the University Representatives (and any other persons involved on the performance of any part of the Research).

The University shall procure that the audit rights detailed in this clause 2.18 are incorporated in any subcontracts entered into by the University for the purpose of this Agreement. If the audit, in NNL's opinion, acting reasonably, demonstrates that any incorrect payments have been made by NNL to the University, then NNL shall be entitled to adjust payments in accordance with the findings of the audit. This adjustment may require reimbursement of payments already made by NNL through the issue of a credit note from the University, or the payment by NNL to the University of any outstanding sums that are due for payment. The University shall procure that the audit rights detailed in this clause 2.18 are incorporated in any subcontracts entered into by the University for the purpose of performing any part of the Research.

3. Obligations of NNL

- 3.1 In consideration of the Research provided by the University Representatives and the University under this Agreement, NNL shall pay such funds to the University as set out in accordance with Appendix 3.
- 3.2 NNL, having notified the University in writing as to the reason, reserves the right to withhold any payment payable under clause 3.1 if the University or the University Representatives have not, in their reasonable opinion complied with their material obligations contained in this Agreement.
- 3.3 NNL shall appoint the NNL Project Representative whose details are set out in Appendix 4 and he/she shall be the University's first point of contact in respect of the Research and who shall be responsible for assigning any additional tasks or modifications to the duties envisaged by this Agreement.
- 3.4 The total liability of NNL for payments under this Agreement shall not exceed the amount stated in Appendix 3 excluding VAT.

4. Intellectual Property and NNL's Equipment and Software

- 4.1 Appendix 4 sets out the terms relating to Intellectual Property in this Agreement.
- 4.2 The University acknowledges that, unless expressly stated to the contrary in this Agreement, all Equipment shall remain vested in NNL and the University (and any sub-contractor) shall not acquire any rights (including, without limitation, of ownership) over the Equipment.
- 4.3 The University agrees to use any Equipment supplied by NNL and any Software or Background IP of NNL solely for the purposes of this Agreement and in particular not itself or through any subsidiary, agent or third party to copy, adapt, reverse engineer, decompile, disassemble, redistribute, modify, vary, enhance, sell, lease, license, sub-license or otherwise deal with the Equipment, Software or Background IP provided by NNL or any parts, variations, modifications, copies, releases, version or enhancements thereof.
- 4.4 Notwithstanding the provisions of clause 2.13, the University shall promptly disclose to NNL all information,

results, data and any Arising IP developed in connection with this Agreement if so requested by NNL.

5. Infringement

The University shall as soon as practicable, give notice in writing to NNL of any challenge to any Intellectual Property pertinent to this Agreement or any inadvertent disclosure or unauthorised use of such Intellectual Property or know-how which comes to its knowledge. The University shall, at NNL's expense, give such assistance as is reasonably requested by NNL to assist NNL in the prevention of any such infringement, challenge or unauthorised use. The University shall not institute any legal proceedings without NNL's prior written consent

6. Compliance with Laws

- 6.1 In performing its obligations under this Agreement, the University shall and shall procure that the University Representatives shall and each of its servants, agents, sub-contractors or the servants of any such sub-contractors shall comply with all applicable laws, statutes, regulations and codes from time to time in force including without limitations to the Anti-Terrorism Crime & Security Act 2001, Official Secrets Act 1989, Bribery Act 2010, and the Data Protection Legislation.
- 6.2 NNL may terminate this Agreement with immediate effect by giving written notice to the University if the University or any of the University Representatives commits a breach of clause 6.1.

7. Confidentiality

- 7.1 The parties shall:
- 7.1.1 keep confidential all Intellectual Property and know-how, including confidential commercial and financial information, disclosed by one party ("**Disclosing Party**") to the other ("**Receiving Party**") during the course of the Research and of this Agreement; and
- 7.1.2 not disclose to third parties without the express prior written consent of the other (or in accordance with the provisions of this Agreement) details of the Project or the results of work performed as part of the Research.
- 7.2 In addition to clause 7.1 the University shall:
- 7.2.1 ensure that any publication of work connected with the Research occurs in accordance with the provisions of clause 8 of this Agreement; and
- 7.2.2 disclose any know-how, and any other confidential information of NNL which is provided by NNL to the University for the purposes of the Research, only to those persons necessary for the purposes of the Research and only to the extent necessary for the proper performance of their duties.
- 7.3 The parties shall procure that the obligations in clause 7.1 (and in the case of the University the obligations in clause 7.2) are observed by their respective employees, officers and agents and by any other party retained by a party, including the University Representatives and any other party who engages in the Research. In particular, the University shall procure that the University Representatives shall enter into an agreement acknowledging the confidentiality provisions contained in this Agreement (the form of which is set out in Appendix 5).
- 7.4 Both parties shall notify the other immediately if it becomes aware of any disclosure in breach of the obligations in this clause 7. At the request of a party, the other party will take such steps as are necessary to prevent further disclosure.
- 7.5 The provisions of this clause 7 shall not apply to:
- 7.5.1 any information which is in the public domain at the date of this Agreement or which subsequently comes into the public domain other by breach of this Agreement or any other confidentiality agreement; or
- 7.5.2 any information already in the possession of the Receiving Party at the date of this Agreement, other than under an obligation of confidentiality; or
- 7.5.3 any information obtained without any obligation of confidence from a third party that is not in breach of a confidentiality agreement with the Disclosing Party concerning the information obtained.
- 7.6 A party may disclose information to the extent required by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of this disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 7.6, it takes into account the reasonable requests of the other party in relation to the content of this disclosure.
- 7.7 The provisions of this clause 7 shall be deemed effective from the date first contacts were established between the parties with respect to the subject matter of the Research and shall remain in full force and effect without limit of period.

8. Data protection

8.1 Each Party shall comply with the Data Protection Legislation. In particular where a Party ("Processor") is processing personal data on behalf of the other Party ("Controller") it shall:

8.1.1 process it only for the purposes of complying with its obligations under this Agreement, in accordance with the Controller's documented instructions from time to time and good industry practice;

8.1.2 ensure that appropriate technical and organisational measures shall be taken to ensure a level of security of Controller personal data appropriate to the risk (including measures taken against unauthorised or unlawful processing of Controller personal data and the accidental loss or destruction of, or damage to, such data) and promptly provide to the Controller details of those measures from time to time on receipt of Controller's written notice;

8.1.3 not transfer, or otherwise directly or indirectly disclose, any Controller personal data to a third party or to a country or territory outside the European Economic Area without the prior written consent of the Controller which may be refused or granted subject to such conditions as Controller deems necessary; and

8.1.4 immediately and fully notify the Controller on receipt of any notices received by the Processor relating to the processing of Controller personal data including (but not limited to) data subject requests, complaints and/or correspondence or if any Controller personal data has been disclosed in breach of this clause or if it is lost, becomes corrupted, is damaged or is deleted in error and provide the Controller with such information and assistance as the Controller may require in relation to such notice or breach (at no cost to the Controller). The Processor shall provide and implement technical and organisational measures to help the Controller fulfil its obligations in relation to such notices from or on behalf of data subjects in connection with the rights conferred on them by Data Protection Legislation. For the avoidance of doubt, in no event shall the Processor respond directly to any notice relating to any Controller personal data.

8.2 The Processor shall comply with the provisions set out in Article 28 of the GDPR (together with any provisions referenced therein) which shall have effect as obligations on the Processor as if set out in full in this clause and the expressions "controller" and "processor" used in those provisions and incorporated in this Agreement pursuant to this clause shall be deemed references to the Controller and the Processor respectively. References to "personal data", "processing", "data subject" shall have the meanings set out in the applicable Data Protection Legislation.

9. Publications

9.1 NNL recognises that the Thesis, or any of the results of the Research should be capable of being published by the University and agrees that the University Representatives engaged in the Research shall be permitted to present at symposia national or regional professional meetings and to publish in journals or dissertations or otherwise of their own choosing the Thesis and results of the Research **PROVIDING ALWAYS THAT** the University shall notify NNL at least thirty (30) days prior to any submission of a publication, or before any agreement is entered into to make an oral or written presentation concerning the Thesis or any results of the Research. The University shall provide a copy of the proposed publication or the presentation to NNL's Procurement Representative. If NNL considers that the proposed publication includes a disclosure that could jeopardise measures to protect any Arising IP from the Research, then a request for delay in submission of the publication for a further eight (8) weeks, to allow Intellectual Property protection to be procured or advice sought, shall be granted by the University. If NNL considers that the proposal or publication includes a disclosure that could jeopardise its commercial interests or be a breach of national security, then either a request for a modification to the publication may be made, without which the results of the Research cannot be published or the parties hereby agree that NNL can prohibit the disclosure of the publication in its entirety.

9.2 All enquiries from the press in connection with the Research shall be referred to the NNL Procurement Representative.

9.3 Nothing in this Agreement shall preclude:

9.3.1 the disclosure of information or conclusions relating to the Research in confidence to any internal or external examiner appointed by the University in furtherance of awarding a degree to the Student subject to the University's obligations of confidentiality in clause 7; and

9.3.2 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 and access to third parties as shall be required by NNL.

10. Warranties, Indemnity and Limitation of Liability

- 10.1 The University warrants that it has full power and authority under its constitution, has taken all necessary action and has obtained all authorisations, licences, consents and approvals to execute and perform this Agreement.
- 10.2 The University warrants that to the best of its knowledge and belief (not having made any enquiries of any University representative not directly engaged in this Research) it has not, prior to the Commencement Date, entered into any agreement, arrangement, joint venture, collaboration, competitive project or other dealing with any other person or body which would or might affect, conflict with or prejudice this Agreement or the rights of NNL under it, or which would or might prejudice the general objectives of the Research, and that none of its employees, officers, agents or other persons engaged in the Research (including, without limitation, the Student and University Representative) has done so.
- 10.3 NNL shall not be liable to the University in respect of any bodily injury or any damage to property sustained by an employee or student of the University, either to work or attend at NNL's sites, unless such injury or damage is caused by the negligence of NNL, its servants, agents or sub-contractors.
- 10.4 The University shall not be liable to NNL in respect of any bodily injury or damage to property sustained by the Student or other employee of NNL, either to work or attend at the University's sites, unless such injury or damage is caused by the negligence of the University, its servants, agents or sub-contractors.
- 10.5 Neither NNL nor the University shall be responsible to the other whether in contract, tort (including negligence) or otherwise for incidental, special, indirect or consequential damages arising out of or in connection with the performance or non-performance of its obligations under this Agreement including such damages as may be reasonably foreseeable at the date hereof.
- 10.6 Notwithstanding any other terms of this Agreement, either party's total aggregate liability for any loss and damage whatsoever and howsoever caused arising whether in contract and or tort (including negligence or breach of statutory duty but excluding death or personal injury and specifically under the indemnity at clause 9.9 below) under or pursuant to this Agreement shall be limited to £150,000.
- 10.7 Neither party excludes its liability under this Agreement for death or personal injury caused by its negligence or for fraudulent misrepresentation.
- 10.8 Without prejudice to any other provisions of this Agreement, the University shall notify NNL as soon as practicable on becoming aware of any threatened, potential or actual claim from any third party in relation to any matter connected with this Agreement, or the Research. On request from NNL, the University shall make full disclosure of all facts pertaining to the threatened, potential or actual claim.
- 10.9 Subject to the limit at Clause 9.6 above, the University shall indemnify and keep indemnified NNL against all actions, claims, demands, proceedings, damages, costs, penalties, fines, charges and expenses (including losses or claims for injuries or damage to any person or property), which may arise out of or in consequence of the performance or non-performance of the Research in connection with any negligence or breach of contract committed by the University (including any of the University Representatives or any other person engaged in the performance of any part of the Research.

11. Term and Termination

- 11.1 This Agreement shall commence on the Commencement Date and shall continue for a period of four (4) years unless terminated in accordance with the provisions of this clause 10.
- 11.2 Either Party may terminate this Agreement, with immediate effect (and without payment of compensation or other damages caused to the other Party solely by such termination), by giving notice in writing to the other Party if any one or more of the following events takes place:
- 11.2.1 the other Party commits a material breach of any of its obligations under this Agreement which is incapable of remedy;
- 11.2.2 the other Party fails to remedy, where it is capable of remedy, or persists in any breach of any of its obligations under this Agreement (save as to payment) after having been required in writing to remedy or desist from such breach within a period of 30 days;
- 11.2.3 any undisputed sum payable under this Agreement is not paid within six (6) months of its due date for payment in accordance with this Agreement;
- 11.2.4 an Insolvency Event affects the other Party;
- 11.2.5 the other party commits a breach of clause 6.
- 11.3 On termination of this Agreement, the University shall immediately and at its own expense:
- 11.3.1 safely return to NNL all property and information of NNL and any Equipment or Software then in its possession or control; and

- 11.3.2 provide NNL with full written details of the Research and a copy of the Thesis and of methods used in the Research, insofar as they have not already been provided.
- 11.4 In the event of termination of this Agreement by the University and where such termination is not as a result of the actions of NNL, the University shall refund to NNL any sums already received by the University which have not yet been reasonably or unavoidably spent or committed up to the agreed date of termination.
- 11.5 The termination of this Agreement shall be without prejudice to the rights and remedies of either Party which may have accrued up to the date of such termination.
- 11.6 Upon termination of the University Template for any reason whatsoever the provisions of clauses 2 (Obligations of the University), 4 (Intellectual Property and Related Matters), 5 (Infringement), 6 (Compliance with Laws), 7 (Confidentiality), 8 (Publications), 9 (Warranties, Indemnity and Limitation of Liability), 10 (Term and Termination); 14 (Notices), 23 (Dispute Resolution) and any provision which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect.
- 12. Force Majeure**
- 12.1 Neither party shall be liable for any delay in performing or for failure to perform its obligations under this Agreement if the delay or failure results from any cause or circumstance beyond its reasonable control, including any breach or non-performance of this Agreement by the other party ("**Force Majeure Event**"), provided that the same arises without the fault or negligence of such party.
- 12.2 If a Force Majeure Event occurs, the date(s) for performance of the obligation affected shall be postponed for as long as is made necessary by the Force Majeure Event, but if such Force Majeure Event continues for a period of or exceeding three (3) months, either party may terminate this Agreement immediately by written notice to the other party.
- 12.3 Each party shall use its reasonable efforts to minimise the effects of any Force Majeure Event.

13. Assignment and Sub-Contracting

This Agreement is personal to the University which, except as expressly provided in this Agreement, may not, without the prior written consent of NNL, assign, sub-license, sub-contract, transfer or charge this Agreement or any part of it.

14. Relationship of The Parties

The relationship of the parties is that of independent contractors dealing at arm's length and nothing in this Agreement shall be construed so as to constitute the University as an agent or employee of NNL, and the University is not authorised to represent NNL as such.

15. Notices

15.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing (in the case of the University, marked for the attention of NNL's Procurement Representative) and shall be (a) delivered by hand or by pre-paid first-class post or recorded delivery at its registered office (if a company) or its principal place of business (in any other case); or (b) sent by email to (i) in the case of the University, the email address of NNL's Procurement Representative and the NNL Project Representative for this Agreement; or (ii) in the case of NNL, the University's email address supplied in correspondence relating to this Agreement.

15.2 Any notice or communication shall be deemed to have been received (a) if delivered by hand, on signature of a delivery receipt; or (b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second business day after posting (c) if sent by email, on the day of transmission.

15.3 Clause 14 does not apply to the service of any proceedings or other documents in any legal action (which shall be governed by the Civil Procedure Rules) or, where applicable, any arbitration or other method of dispute resolution.

16. Variation

Any variation of or amendment to this Agreement shall only be effective if it is in writing and signed by both parties.

17. Waiver

Failure of either party to enforce or exercise, at any time or for any period, any term of this Agreement, does not constitute, and shall not be construed as, a waiver of such terms and shall not affect any future right to enforce such term or any other term in this Agreement.

18. Governing Law and Jurisdiction

18.1 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England and Wales.

18.2 The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

19. Severance

The invalidity or unenforceability of any term of or any right arising pursuant to this Agreement shall not adversely affect the validity or enforceability of the remaining terms and rights.

20. Entire Agreement

This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or implied from anything said or written in negotiations between the parties prior to this Agreement except as expressly stated in this Agreement. Neither party shall have any remedy in respect of any untrue statement made to it on which it has relied in entering into this Agreement (unless such untrue statement was made fraudulently) and that party's only remedy shall be for breach of contract as provided in this Agreement.

21. Survival

Provisions of this Agreement which are either expressed to survive its termination or, from their nature or context, are apparently intended to survive such termination, shall remain in full force and effect notwithstanding termination.

22. Further Assistance

The parties shall do and execute all such further acts and things as are reasonably required to give full effect to the rights given and the transactions contemplated by this Agreement.

23. Rights of Third Parties

- 23.1 Subject to the provisions of Clause 22.2 and the rights of the NDA to enforce the relevant provisions hereof, a person or party who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 23.2 The NDA benefit from certain rights and obligations set out in this Agreement and is entitled to enforce such rights and obligations on the basis set out in this Agreement. Consequently the NDA are hereby a party to this Agreement for the purposes of the Contracts (Rights of Third Parties) Act1999.

24. Dispute Resolution

If the parties are unable to reach agreement on any issue concerning this Agreement within fourteen (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 University, and to the Head of Procurement in the case of NNL in an attempt to resolve the issue within fourteen (14) days after the referral. Either party may bring proceedings in accordance with clause 17 if the matter has not been resolved within that fourteen (14) day period, and either party may apply to the court for an injunction, whether or not any issue has been escalated under this clause.

This Agreement has been entered into on the date stated at the beginning of it.

Signed for and on behalf of **NATIONAL NUCLEAR
LABORATORY LIMITED:**

Name:

Position:

Date:

Signed for and on behalf of **THE UNIVERSITY OF
MANCHESTER:**

Name:

Position:

Date:

Appendix 1
Scope of Research - the Project

INSERT DETAILS

Appendix 2
University Representatives and NNL Representatives

University Representatives

Student	
Name:	*****
Address:	*****

University Supervisor	
Name:	*****
Address:	*****

University Contract Representative	
Name:	*****
Address:	*****

NNL Representatives

NNL Project Representative	
Name:	*****
Address:	*****

NNL Procurement Representative	
Name:	*****
Address:	National Nuclear Laboratory Limited 5 th Floor, Chadwick House, Warrington Road, Birchwood Park, Warrington WA3 6AE

Appendix 3
Payment Profile

Payment Commencement Date: *****

Payment End Date: *****

Payment Terms: Half yearly, 6 monthly in arrears – Final payment to be made on receipt of Thesis

Payment Profile:

*****	*****
*****	*****
*****	*****
*****	*****
*****	*****
*****	*****
*****	*****
*****	*****
TOTAL	*****

Appendix 4
Intellectual Property

1. For the avoidance of doubt it is confirmed that the ownership and rights of each party in respect of Background IP shall be unaffected by this Agreement and each party shall maintain absolute ownership of its Background IP.

Drafting note (delete after reading): Select **either** Option 1 **or** Option 2 (and delete the unwanted Option).

Option 1:

2. Arising IP shall become the absolute property of NNL. In respect of all Arising IP, the University, at the request of NNL, shall ensure that everything reasonably necessary is done to enable the relevant protection to be applied for to vest the Arising IP in NNL, including but not limited to patent protection, and maintained in the UK and other relevant areas of the world as required by NNL and the costs thereof shall be borne by NNL.
3. The University shall procure that the Student hereby assigns to NNL their whole right, title and interest in and to any Arising IP that they may create or acquire pursuant to this Agreement and further agrees to do all such things and execute all documents required by NNL to perfect NNL's title to the same.
4. Subject to any third party rights and to the extent legally permitted, the University grants to NNL an irrevocable, world-wide, non-exclusive, royalty free, transferable licence to use University Background IP where this is necessary for the exploitation or use of the Arising IP.
5. The University warrants that it has or that it will have contracts in place with the University Representatives and other staff such that any Arising IP will (subject to the terms of this Agreement) vest in accordance with the provisions of this Agreement.
6. NNL shall grant the University a non-exclusive, royalty-free licence to use the Arising IP for further teaching, education and non-commercial research purposes.
7. For the avoidance of doubt, NNL will grant to the Nuclear Decommissioning Authority ("NDA") a non-exclusive, perpetual, irrevocable, royalty-free licence to any Arising IP or, subject to point 4 above of this Appendix 4 to University Background IP which is necessary to use, exploit, or otherwise take advantage of the Arising IP. The NDA shall be entitled to use such Arising IP and University Background IP across the NDA estate as they see fit, which shall include a right to grant further licences to such Arising IP and University Background IP to third parties.

OR

Option 2:

2. Notwithstanding NNL's financial contribution to the costs of the Research, it is hereby agreed that the University will own the Arising IP.
3. The University shall procure that the Student, the University Representatives or other staff hereby assigns to the University their whole right, title and interest in and to any Arising IP that they may create or acquire pursuant to this Agreement and further agrees to do all such things and execute all documents required by the University to perfect the University's title to the same. The University hereby grants NNL an irrevocable, non-exclusive, royalty free, worldwide licence (with the right and power to sub-license and commercially exploit) to the Arising IP. Subject to any third party rights and to the extent legally permitted, the University shall also grant to NNL a non-exclusive, royalty free licence to use the University Background IP in any way NNL considers necessary for the exploitation of the Arising IP.
4. For the avoidance of doubt, NNL will grant to the Nuclear Decommissioning Authority ("NDA") a non-exclusive, perpetual, irrevocable, royalty-free licence to any Arising IP or, subject to point 3 above of this Appendix 4, University Background IP which is necessary to use, exploit, or otherwise take advantage of the Arising IP. The NDA shall be entitled to use such Arising IP and University Background IP across the NDA estate as they see fit, which shall include a right to grant further licences to such Arising IP and University Background IP to third parties.

Appendix 5
Intellectual Property and Confidentiality Agreement

University agreement number NNL/UA/*****

Project: *****

I ***** a student/employee at the University of ***** confirm that I will be working on the project entitled ***** which is subject to an agreement between National Nuclear Laboratory Limited and University of ***** which is dated *****. A copy of this agreement has been provided for my reference.

In consideration of my working and participating on the above project under the supervision of ***** I agree to abide by the terms and conditions of the above referenced agreement. In particular I agree that title to all Intellectual Property shall remain with or pass to the University of ***** and I will execute all formal documents necessary or desirable in order to assign to the University of ***** such Intellectual Property rights. Intellectual Property means all intellectual and industrial property rights including without limitation patents, know-how, trade marks, registered designs, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trade marks and copyright (including, without limitation, copyright in drawings, plans, specifications, designs and computer software), database rights, topography rights, any rights in any invention, discovery or process, in each case in the United Kingdom and all other countries in the world.

In addition to the above I acknowledge that the University has explained the obligations of confidentiality, publication and security in the above referenced agreement and I agree to abide by these terms and that all information which is disclosed to me during the course of the project will be treated as confidential. I also agree that such information shall only be used for the purposes of conducting the project.

Agreed and signed by the Student:

Signature:

Name:

Date:

Witnessed by:

Signature:

Name:

Date:

Appendix 6
Research Study Agreement