Reference GXXXXXX

Date:

Dear

**Project: xxx**

We are delighted that you will be working with us on this collaborative project. In order to proceed we need to put in place an agreement.

The [insert name of specific research council here] Research Council (XXXX “Funding Body”) has awarded to the University of Cambridge (the “University”) an Impact Acceleration Account (“Main Grant”) to accelerate the delivery of benefit from the Funding Body’s investments in excellent science. Under the terms of the Main Grant, the University has awarded funding (the ”Award Letter”) for the above titled research project (“Project”) to Dr XXX of the Department of xxxx at the University. Under the Project, the industrial collaborator is Dr XXX at XXXXX (“Collaborator”).

Accordingly, upon receipt of your agreement to the terms in this Letter, the University can initiate your participation in the Project. I should be grateful if you would confirm your acceptance of the terms by signing this Letter and returning as a pdf copy by email.

Yours sincerely,

Authorised signatory for the University of Cambridge.

Accepted on behalf of [Collaborator]:

Signature: [Authorised Signatory of Collaborator]

Name and Position:

Date:

The following terms are the minimum standard terms we would expect to include in a research collaboration agreement with an industrial partner for BBSRC and EPSRC awards. The actual form and layout of a specific contract may differ.

The University and the Collaborator in this Letter are referred to as “Parties” or a “Party”.

**Conduct of the Project:**

* Each Party will use its reasonable endeavours to collaborate on the Project, details of which are given in Appendix 1.
* Collaborator will co-operate to conduct the Project and perform the tasks envisaged as described in the Project and this Letter or as otherwise agreed in writing between the Collaborator and the University.
* Collaborator shall comply with the terms of this Letter, and those of the Main Grant, that do not solely apply to the University, as if Collaborator were a party to the Main Grant. The terms and conditions of the Main Grant are given on the [relevant UKRI Research Council website [insert link here]
* The Project start date is [date] and the end date will be [day/month/year] or terminated either through mutual written agreement of the Parties or unilaterally by Cambridge through the material default by the Collaborator of any of the terms of this Letter.
* The Collaborator shall co-operate with the University in the production of reports and financial statements as appropriate to ensure the University can fulfil its obligations to the Funding Body in accordance with the terms and conditions contained in the Main Grant.
* Although each Party will use its reasonable endeavours to perform the Project, no Party undertakes that work carried out under or pursuant to this Letter will lead to any particular result, nor is the success of such work guaranteed.

**Background IP:**

* All results, intellectual property and know-how, excluding Arising IP (as defined below), owned or controlled by a Party prior to commencement of or independently from the Project (“Background IP”) used in connection with the Project shall remain the property of the Party introducing the same.
* Each Party grants the other a royalty-free, non-exclusive licence for the duration of the Project to use its Background IP for the sole purpose of carrying out the Project. No Party may grant any sub-licence over or in respect of the other's Background IP.

**Arising IP**:

* All results, intellectual property and know-how generated in the course of the Project (“Arising IP”) shall belong to the University.
* The University shall be entitled to use and exploit such Arising IP. Nonetheless, i) the Parties shall co-operate, where required, in relation to the preparation and prosecution of patent applications and any other applications relating to Arising IP, and ii) if any commercialisation opportunity arises from the Project both Parties agree to discuss in good faith the arrangements for such Arising IP and set up appropriate agreements.
* Each Party shall promptly disclose to the other all Arising IP generated by it.
* Terms granting access/licences to Arising IP to the Collaborator would be negotiated case by case. Standardly this would be through granting an option to negotiate a non-exclusive/exclusive licence.

**Confidentiality:**

* “Confidential Information” shall mean any Background IP disclosed by one Party to the other for use in the Project and any Arising IP. It also means all confidential, non-public or proprietary information regardless of how the information is stored or delivered, exchanged between the Parties before, on or after the date of this Agreement relating to the business, technology or other affairs of the Party providing the information.
* Each Party will use all reasonable endeavours not to disclose to any third party any Confidential Information, nor use for any purpose except as expressly permitted by this Agreement, any of the other Party’s Confidential Information.
* These obligations of confidentiality do not apply to information which a) is lawfully in the receiving Party’s possession or control prior to the date of disclosure; b) is or becomes publicly known without the fault of the receiving Party; c) is given to the receiving Party from sources independent of this Project; d) is independently developed by the receiving Party; e) must be disclosed for minimum lawful compliance with court orders, regulations or statutes; or f) is approved for release in writing by an authorised representative of the disclosing Party.
* The confidentiality provisions shall survive for a period of three (3) years from the date of expiration or termination of the Project.

**Publications:**

* It is the intention of the Parties that the results of the Project be published and in accordance with normal academic practice.
* University will use reasonable endeavours to submit material intended for publication to the Collaborator in writing not less than thirty (30) days in advance of the submission for publication. University may delay submission for publication if in the Collaborator’s opinion such delay is necessary in order for Cambridge to seek patent or similar protection for material in respect of which it is entitled to seek protection, or to modify the publication in order to protect Confidential Information. A delay imposed on submission for publication as a result of a request made by the Collaborator shall not last longer than is absolutely necessary to seek the required protection; and therefore shall not exceed three (3) months from the date of receipt of the material by Collaborator. Notification of the request for delay in submission for publication must be received by University within thirty (30) days after the receipt of the material by the University, failing which Cambridge shall be free to assume that the Collaborator has no objection to the proposed publication.
* Each Party agrees that any publication shall give due acknowledgement to the financial contribution of the Funding Body and the intellectual contribution of the other in accordance with standard scientific practice.

**Liabilities and Warranties:**

* Collaborator acknowledges and agrees that the Project is of an experimental and developmental nature.
* 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 on the Project, or the content or use of any results, Background IP, Arising IP, or materials, works or information provided, will not constitute or result in any infringement of third-party rights.
* No Party accepts any responsibility for any use which may be made of any work carried out under or pursuant to this Letter, or of the results of the Project, nor for any reliance which may be placed on such work or results, nor for advice or information given in connection with them.
* The Collaborator shall indemnify the University from and against any and all costs, claims, damages, losses and expenses that arise in relation to the Collaborator’s contribution to the Project [and/or its use of the Arising IP where a licence is granted] except to the extent that such costs, claims, damages, losses and expenses arise as a result of the negligence of the University.
* Notwithstanding the aforementioned, nothing in this Letter limits or excludes any Party’s liability for death or personal injury resulting from its negligence.

[OPTIONAL - If any payments are due to the Collaborator, these will be handled as described in Appendix 2.]

The Parties may not make press or other announcements or releases relating to this Letter or the transactions of the subject of this Letter or use the trade mark or logo of the other Party without the written approval of that Party.

Nothing contained or implied in this Letter constitutes a Party, the partner, agent, or legal representative of another Party or of the other Party for any purpose or creates any partnership, agency or trust, and neither Party has any authority to bind the other Party in any way.

All documentation should be sent to:

Insert name, address and e-mail of University contact here

Quoting reference GXXXXXX

This Letter shall be governed by the laws of England and Wales and the English Courts shall have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with this Letter.

**Special Conditions**

The following terms may also need to be added depending on the nature of the project and the award:

Responsibility for ethical approvals/Insurance

Material/Data transfer terms

Specific research council terms

**APPENDIX 1 - PROJECT**

[Project description and allocated tasks to be inserted here from the application]

**[OPTIONAL - APPENDIX 2 – BUDGET (where the Collaborator is receiving IAA funds)**

[Budget table to be inserted]

University will forward to the Collaborator the total sum of £xxxx towards the cost of its contribution to the Project, subject always to receipt by University of the funds from the Funding Body and in accordance with the cost headings and values in this Appendix 2.

The Collaborator shall invoice the University [insert the specific terms here, which are usually quarterly in arrears,] and shall be paid within [insert relevant time period e.g. 45 days].

All invoices should be sent to: [Insert name, address and e-mail of Departmental Accounts team ]

Any applicable taxes under this Letter are payable by the Collaborator.

Please quote reference GXXXXXX and include in all statements and invoices the following wording; “The costs included here have been incurred in providing the research and conducting the project under the [Insert relevant Research Council name] Impact Acceleration Account, award reference xxxxxxx”.]