

COLLABORATION AGREEMENT

between

Queen Mary University Of London

and

Collaborator

DRAFT

COLLABORATION AGREEMENT

between

Queen Mary University of London, a charitable body registered in England under registration number RC000710 and having its main administrative offices at The Joint Research Management Office, Dept W, c/o Mile End Mail Room, 327 Mile End Road, London, E1 4NS (the "Lead")

and

X, whose principal office Y ("Z")

hereinafter referred to as the "Parties" and each of them being a "Party"

In this Agreement Z shall be referred to as the "Collaborator"

BACKGROUND

With reference to the award to support the project entitled "**UKRI National Federated Compute Services NetworkPlus**", (the "Project"), awarded by Engineering and Physical Sciences Research Council (the "Funder", "EPSRC") to the Lead on 27 September 2024 ("the Award"), the Parties hereby confirm their intention to regulate their rights and obligations in accordance with the terms and conditions contained in this agreement (the "Agreement").

TERMS AND CONDITIONS

It is hereby agreed as follows:

1. The Award

The Funder has undertaken to provide funding for the Project and the Lead shall act as recipient of the funding for the Parties. The terms of the Award are referenced EP/Z534493/1 and dated 27 September 2024 (the "Head Terms") and which are attached hereto as Schedule 2. The sole financial obligation of the Lead under this Agreement shall be to forward the payments allocated to the other Parties.

2. Breakdown of Award by Party

Z shall receive the following allocated amount from the Award: £....

Amounts payable to the Collaborator by the Lead are made in accordance with the Head Terms and are subject to receipt of such sums from the Funder. The breakdown of each of the Parties' allocated amounts by budget category is attached hereto as Schedule 3. Virements between budget category shall be as permitted by and in accordance with the Head Terms.

3. Payment Arrangements

Claims for actual expenditure should be sent quarterly in arrears along with either a progress report or identification of the milestone(s) achieved in the last quarter to:

David Jones
Joint Research Management Office
Dept W, 69-89 Mile End Road
London, E1 4UJ
david.jones@qmul.ac.uk
With a copy to researchgrants@qmul.ac.uk

for authorisation, quoting reference PHYA1K3. A final statement of expenditure will be required within one month of the Award end date showing all details required by the Head Terms. Payments shall be made to the Collaborator within thirty days of receipt of a valid invoice.

4. Administration of Funds

The Collaborator (a) is responsible for ensuring that all expenditure it incurs on the Project is incurred validly and in accordance with the Head Terms and (b) will disclose the information necessary to enable the Lead to fulfil the associated requirements under the Head Terms. Any expenditure of the Collaborator in excess of the amount awarded to it as set out in Schedule 3 shall be the responsibility of the Collaborator. The Lead shall have no obligation to reimburse the Collaborator in respect of such expenditure. In the event that expenditure by the Collaborator is expected to exceed the amount awarded, the Collaborator shall advise the Project Leader (as defined in clause 6.3) in advance of said expenditure being incurred to review the cause and the possibility of negotiating an increased allocation of the Award.

5. Repayment of the Award

If the Funder requires the reimbursement by the Lead of any of the Award, then to the extent that such requirement arises from an act or omission of the Collaborator that is in breach of the terms of this Agreement that cannot be rectified following written notification of such an act or omission, subject to a reasonable time period being given to action, the Collaborator agrees to reimburse the Lead together with any reasonable interest charged thereon by the Funder.

6. The Project

- 6.1. The Parties will each use their reasonable endeavours to collaborate on the Project as described in the final submitted proposal to the Funder in respect of the Award as set out in Schedule 1.
- 6.2. The Project shall commence on 1 October 2024 and shall continue for 24 months, unless extended with the approval of the Funder.
- 6.3. Professor Jonathan Hays of the Lead is designated the Project Leader and shall have overall responsibility for management of the Award.

7. Conditions of Award

Each Party hereby agrees to comply with the Head Terms in so far as they relate and apply to that Party's involvement in the Project. For the avoidance of doubt, in the event of any conflict between the terms of this Agreement and the Head Terms, the Head Terms shall take precedence. Any variation to this Agreement shall be in writing and signed by authorised signatories for each Party.

8. Intellectual Property

- 8.1. In this Agreement, "Intellectual Property" shall mean intellectual property of any description including but not limited to all inventions, designs, information, specifications, formulae, improvements, discoveries, know-how, data, processes, methods, techniques and the intellectual property rights therein, including but not limited to, patents, copyrights, database rights, design rights (registered and unregistered), trademarks, trade names and service marks, and applications for any of the above.

- 8.2. All Intellectual Property used in connection with the Project which has been generated prior to or outside the scope of the Project ("Background IP") shall remain the property of the Party contributing the same. The Parties agree that any improvements or modifications to a Party's Background IP arising from the Project which are not severable from that Background IP will be deemed to form part of that Party's Background IP and be owned by that Party. Each Party acknowledges and confirms that nothing contained in this Agreement shall give it any right, title or interest in or to the Background IP of the other Parties save as granted by this Agreement.
- 8.3 "Results" shall mean all information, know-how, results, inventions, software and other Intellectual Property arising in the course of the Project. Subject to Clause 8.4, each Party shall own the Results generated by its employees, students and/or agents arising from work on the Project.
- 8.4. Any Results which are generated by the Parties jointly and for which it is impossible to segregate each Party's intellectual contribution to the creation of such Results shall be referred to in this Agreement as "Joint Results". Joint Results shall be jointly owned by those Parties who have generated such Joint Results (the "Joint Owners") in proportion to the respective contribution of each Party. The Joint Owners shall all participate in the preparation, filing, prosecution and maintenance of the Joint Results using patent counsel reasonably acceptable to all Joint Owners. Any Joint Owner of any of the Joint Results may commercially exploit the Joint Results upon consultation and agreement with the other Joint Owner. In such circumstances, the Party which is commercially exploiting the Joint Results will pay the other Joint Owner a fair and reasonable royalty rate/revenue on the value of any of the Intellectual Property in the Results commercially exploited by it which incorporate any Joint Results taking into consideration the respective financial and technical contributions of the Joint Owners to the development of the Joint Results, the expenses incurred in securing intellectual property protection thereof and the costs of its commercial exploitation and the proportionate value of the Results in any such product or process.
- 8.5. Each Party grants the other Party, subject to the restrictions in Clause 10, (i) a non-exclusive, non-transferable, non-sub-licensable, royalty-free licence for the duration of the Project to use its Background IP (provided it is free to license the Background IP in question) solely to enable the other Party to carry out their respective part of the Project, and (ii) a non-exclusive, non-transferable, non-sub-licensable, royalty-free licence to use its Results for academic and non-commercial research purposes, including research projects funded by third parties (including commercial entities) provided that those parties gain or claim no rights to such Results.
- 8.6. If any Party (the "Exercising Party") requires the use of Background IP of any other (the "Other Party") in order to exercise its rights in the Results (whether solely or jointly owned) then, provided the Other Party is free to license the Background IP in question, the Other Party will not unreasonably refuse to grant or delay granting a licence to the Exercising Party so that the Exercising Party may use such Background IP for the purpose of exercising its rights in the Results.

9. Confidentiality

- 9.1 Subject to the remainder of this Clause 9 and Clause 10 below, the Parties each agree to use reasonable endeavours to keep confidential and not to publish or disclose in any way other than to those of its employees, students, directors, officers, advisors or representatives who have a need to know such information for the purposes of the Project:
- (i) any Background IP of another Party identified as confidential at the time of disclosure; or
 - (ii) any Results of another Party; or

(iii) Joint Results

(together the “**Confidential Information**”)

without the consent of the Party owning or controlling such Confidential Information for a period of 3 years from the conclusion of the Project.

9.2 The undertaking in Clause 9.1 above shall not apply to information:

- 9.2.1 which, 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;
- 9.2.2 which, after disclosure to a Party, is subsequently published or comes into the public domain by means other than an action or omission on the part of any Party;
- 9.2.3 which a Party can demonstrate was known to it or subsequently independently developed by it and not acquired as a result of participation in the Project;
- 9.2.4 lawfully acquired from a third party who did not obtain it from any Party hereto;
- 9.2.5 is required to be disclosed to any regulatory authority or court of competent jurisdiction, or which is required to be disclosed pursuant to a request under the Freedom of information Act 2000, the Freedom of Information (Scotland) Act 2002, Environmental Information Regulations 2004 or Environmental Information (Scotland) Regulations 2004.

10. Publications

- 10.1 This Agreement shall not prevent or hinder registered students of any Party from submitting for degrees of that Party theses based on results obtained during the course of work undertaken as part of the Project; or from following that Party's procedures for examinations and for admission to postgraduate degree status.
- 10.2 In accordance with normal academic practice, all employees, students, agents or appointees of the Parties (including those who work on the Project) shall be permitted in pursuance of the Parties' academic functions, to discuss work undertaken as part of the Project in internal seminars and to give instruction within their organisation on questions related to such work.
- 10.3 Any publication or other dissemination of the Results (or any part of them) by any of the Parties shall not occur until the Lead has published the Results of the Project in the primary publication (the “Primary Publication”). Authorship of the Primary Publication shall be in accordance with normal academic practice. Notwithstanding Clause 9 above, each Party shall be entitled to publish articles directly arising from its solely owned Results. Prior to the publication of articles directly arising from the work of more than one Party on the Project, each Party shall endeavour to circulate proposed publications at least 30 days in advance of submission for publication. All publications shall acknowledge the funding made available for the Project by the Funder. Each Party retains the right to request (such request not to be unreasonably refused) the delay of a publication in order to seek Intellectual Property protection for Results generated in the course of the Project if publication would reasonably prejudice such protection. Such delay shall not exceed 3 months, unless mutually agreed between the relevant Parties. Notification of the requirement for delay in submission for publication must be received by the publishing Party within thirty (30) days after the receipt of the material by the other Party, failing which the publishing Party shall be free to assume that the other Party has no objection to the proposed publication. The provisions of this sub-clause 10.3 shall survive termination or expiry of this Agreement for the period of one year.

10.4A draft of any publication of the conclusions of the Project shall be sent to the Funder's representative at the same time as submission for publication or at least 28 days before the date for publication whichever is earlier, in accordance with the Head Terms.

10.5No Party shall use the name or any trademark or logo of the other Party or the name of any of its staff or students in any press release or product advertising, or for any other commercial purpose, without the prior written consent of the Party.

11 Termination

11.1 Either Party may terminate this Agreement upon written notice on the occurrence of any of the following events:

11.1.1 the other Party enters into bankruptcy or liquidation or any other arrangement for the benefit of its creditors; or

11.1.2 the other Party is in material breach of any of its obligations hereunder and such breach is not capable of remedy; or

11.1.3 the other Party is in material breach of any of its obligations hereunder and such breach is capable of remedy but the other Party remains in breach on the expiry of twenty eight calendar days after receipt by it of written notice specifying the breach and the action reasonably required to remedy the same.

11.2The Lead may terminate this Agreement upon written notice in the event that the Head Terms are terminated.

11.3Clauses 5 (Repayment of the Award), 8 (Intellectual Property), 11 (Termination), 12 (Liability), 13 (Transfer of Materials), 14 (Applicable Law), 15 (Anti-bribery), 16 (Impact), 17 (Research Misconduct), 21 (Third Party Rights), 25 (Dispute Resolution), 26 (Law), shall survive the expiration or termination (if earlier) of this Agreement indefinitely. Clause 9 (Confidentiality) shall survive expiration or termination (if earlier) of this Agreement for a period of 3 years. Clause 10.3 (Publications) shall survive expiration or termination (if earlier) of this Agreement for a period of one year.

12 Liability

12.1No Party makes any representation or warranty in relation to the Results. No Party accepts any responsibility for any use which may be made of any work carried out under or pursuant to this Agreement, or of the Results, nor for any reliance which may be placed on such work or Results, nor for advice or information given in connection with them.

12.2No Party makes any representation or warranty that advice or information given by any of its employees, students, agents or appointees who work on the Project, or the content or use of any materials, works or information provided in connection with the Project, will not constitute or result in infringement of third-party rights.

12.3The maximum liability of a Party under this Agreement shall not exceed the sums to be paid to it under this Agreement.

12.4The liability of a Party shall not extend to loss of profit, revenue, business opportunity or any other indirect or consequential loss or damage.

12.5Nothing in this Agreement limits or excludes either Party's liability for:

12.5.1 death or personal injury resulting from negligence; or

12.5.2 any fraud or for any sort of other liability which, by law, cannot be limited or excluded.

13 Transfer of Materials

13.1 In the event that any information or materials being shared by a transferring Party ("Transferor") to a receiving Party ("Transferee") under this Agreement is subject to any additional regulations due to its level of sensitivity including, without limitation, data protection, human tissue or export control legislation, the Parties agree to handle such information or materials in an appropriate and legally compliant manner.

13.2 The Transferor shall notify the receiving Transferee of any such sensitivity prior to transfer.

13.3 The Transferee shall procure that it obtains and shall comply with and maintain any necessary consent, approvals or licences in advance of taking receipt of such information or materials.

13.4 For the avoidance of doubt, nothing in this Agreement purports to permit any Party to reverse engineer or otherwise analyse any of the materials provided to it under this Agreement except in accordance with the provisions of this Agreement and to the extent applicable by law.

14 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 and anti-bribery. 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.

15 Anti-Bribery

15.1 Each Party shall:

15.1.1 comply with all applicable laws relating to anti-bribery and anti-corruption (the "Relevant Requirements"), including the Bribery Act 2010, in connection with its conduct under this Agreement;

15.1.2 have and shall maintain in place throughout the term of the Agreement its own policies and procedures, including Adequate Procedures (as defined in section 7(2) of the Bribery Act 2010 and any guidance issued under section 9 of that Act) under the Relevant Requirements, to ensure compliance with the Relevant Requirements and will enforce them where appropriate; and

15.1.3 promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by it in connection with this Agreement.

15.2 Each Party shall ensure that any Associated Person (as defined in section 8 of the Bribery Act 2010) who it involves in the performance of any obligations under this Agreement and/or the provision of support services does so only on the basis of a written agreement which imposes on and secures from such Associated Person terms equivalent to those imposed on the Parties under this Clause 15. The Parties shall be responsible for the observance and performance by such Associated Persons of such terms, and shall be liable to the other Parties for any breach by such Associated Persons of any such terms.

15.3 The Parties acknowledge and agree that any breach of this Clause 15 (however trivial) shall be deemed to be an irremediable material breach of this Agreement for the purposes of Clause 11.1.2.

16 Impact

The Parties acknowledge that each Party to this Agreement is required by its funders to demonstrate its impact and all Parties agree to comply with all reasonable requests made by the other Parties to provide such information (not including Confidential Information) as the Parties may reasonably require to address requirements placed on them. Such information may include (in relation to the Project), but shall not be limited to, effects, changes or benefits to the economy, society, public policy or services, health and the environment.

17 Research Misconduct

Each Party shall ensure that it has well defined arrangements for investigating and resolving allegations of research misconduct. Where an allegation of research misconduct arises in respect of an individual Party's participation in the Project and leads to a subsequent formal investigation, the relevant Party shall inform the Lead and the Funder of the investigation and its outcome. Where an allegation of research misconduct arises in respect of several Parties' participation in the Project, the relevant Parties will work together to determine how the allegation will be investigated and reported.

18 Force Majeure

18.1A Party shall not be liable for failure to perform its obligations under this Agreement, nor be liable to any claim for compensation or damages, nor be deemed to be in breach of this Agreement, if such failure arises from an occurrence or circumstances beyond the reasonable control of that Party (excluding an obligation to make payment).

18.2If a Party affected by such an occurrence causes a delay of three (3) months or more, and if such delay may reasonably be anticipated to continue, then the Parties shall, in consultation with the Funder, discuss whether continuation of the Project is viable, or whether the Project and this Agreement should be terminated.

19 No assignment

No Party will assign this Agreement without the prior written consent of the other Parties, such consent not to be unreasonably withheld, denied or delayed.

20 No Partnership

Nothing in this Agreement shall create, imply or evidence any partnership or joint venture between the Parties or the relationship between them of principal and agent.

21 Third Party Rights

Except as otherwise expressly provided for herein, the Parties confirm that nothing in this Agreement shall confer or purport to confer on any third party any benefit or any right to enforce any term of this Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999.

22 Waiver

22.1No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.

22.2No single or partial waiver of any right or remedy provided under this Agreement shall preclude or restrict the further exercise of that or any other right or remedy.

23 Severability

If any one or more clauses or sub-clauses of this Agreement would result in this Agreement being prohibited pursuant to any applicable law then it or they shall be deemed to be omitted. The Parties shall uphold the remainder of this Agreement, and shall negotiate an amendment which, as far as legally feasible, maintains the economic balance between the Parties.

24 Notices

The Lead's representative for the purpose of receiving notices shall until further notice be:

Jan Clarke
Operations Manager (Post-Award)
Joint Research Management Office
Dept W, 69-89 Mile End Road
London, E1 4UJ
j.e.clarke@qmul.ac.uk

with a copy to:

j.hays@qmul.ac.uk

Z's representative for the purpose of receiving notices shall until further notice be:

NAME
TITLE
ADDRESS
EMAIL

with a copy to:

The Legal Department UKRI, Polaris House, North Star Avenue, Swindon SN2 1FL

25 Dispute Resolution

If any dispute arises out of this Agreement the Parties will first attempt to resolve the matter informally through designated senior representatives of each Party to the dispute, who are not otherwise involved with the Project. If the Parties are not able to resolve the dispute informally within a reasonable time not exceeding two (2) months from the date the informal process is requested by notice in writing they will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.

26 Law

This Agreement shall be governed and construed in accordance with the laws of England and Wales and the Parties agree to the exclusive jurisdiction of the English Courts.

27 Entire Agreement

This Agreement and its Schedules (which are incorporated into and made a part of this Agreement) constitute the entire agreement between the Parties for the Project and no statements or representations made by either Party have been relied upon by the other in entering into this Agreement.

28 Counterparts

This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by e-mailed portable document format file or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF this Agreement is executed as follows:

for and on behalf of **Queen Mary
University of London**

Signed: _____

Name: _____

Title: _____

Dated: _____

for and on behalf of the **Z**

Signed: _____

Name: _____

Title: _____

Dated: _____

Schedule 1

Final Proposal as submitted to Funder



APP34480 Vision
and Approach.pdf



Application

overview - UKRI Fun

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Schedule 2

Head Terms



Hays-04 10 24.pdf

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Schedule 3

Budget Details

Funder Name	EPSRC
Funder Reference	EP/Z534493/1
Project	UKRI National Federated Compute Services NetworkPlus
Reference	WT16417789 / PHYA1K3
Principal Investigator	Jonathan Hays
Co-Investigator(s)	

Budget details for Z

The Lead shall pay to Z, the funded amount detailed in the table below, subject to receipt from the Funder. All sums are inclusive of VAT, if applicable.

	FEC Budget	Funded Amount
DIRECTLY INCURRED COSTS		
Staff		
Consumables		
Travel & Subsistence		
Other DI		
DIRECTLY ALLOCATED COSTS		
Investigators		
Estates		
Other DA		
INDIRECT COSTS		
EXCEPTIONAL ITEMS		
Total		