University of Bristol

Project Collaboration Agreement

THIS AGREEMENT is made   2020

BETWEEN:

(1)   **UNIVERSITY OF BRISTOL**, whose address is Beacon House, Queens Road, Bristol BS8 1QU (the "University"); and

(2)   [Steve Bullock   ]**,** whose address is [Queens Building, University Walk, Bristol BS8 1TR] (the "Individual"); and

(3)   [Nisa Bayraktar], student of the University; and

(4)   [Conor Cairns   ], student of the University; and

(5)   [Aida Temerbulatova], student of the University; and

(6)   [Aris Kostelenos], student of the University; and

(7)   [Tianyue Lyu], student of the University**;** (each a "Student" together "the Students")

         (individually a "Party" and collectively "the Parties")

<u>Important</u>

<u>Once you have signed this Agreement, it is a legally binding contract between you, the Individual and University of Bristol. Therefore it is extremely important that you read this Agreement and ensure you understand the terms.</u>

<u>If you fail to comply with this Agreement you may be excluded from the Project. If you are excluded from the Project this may adversely affect your ability to graduate in your undergraduate degree course.</u>

WHEREAS

(A)   The University provides a Software Product Engineering undergraduate degree course.

(B)   As part of the degree course the Students will undertake the Project which will be assessed and examined by the University as part of the award of the Student's final degree.

(C)   In consideration of the University and the Students providing their services in respect of the Project the Individual has agreed to be involved in the Project which will be carried out by the Students.

(D)   The Parties acknowledge that the terms of this Agreement are to govern the conduct of the Project, enabling the Students to carry out the Project including creation of a report and giving a presentation in accordance with the University's regulations regarding the Software Product Engineering undergraduate degree.

(E)   The Parties further acknowledge that in the course of the Project the Parties may be exposed to proprietary and commercially valuable information or materials of the Individual and/or the University. All Parties recognise the importance of holding in confidence such information or materials.

(F)   The Students have agreed to enter into this Agreement to protect the confidentiality of essential data to be provided by the Individual for the Project.

1.   DEFINITIONS

1.1   The definitions and rules of interpretation in this clause shall, unless the context otherwise requires, apply to this Agreement:

Background IP	means the Intellectual Property Rights and know-how (i) belonging to the University, the Individual or the Students prior to the commencement of the Project or (ii) developed by the University, the Individual or the Students outside the Project
Confidential Information	means : (i) such Background IP, proprietary information and data supplied by a Party or any Affiliate; (ii) the materials and information supplied by the Company or any Affiliate; and (iii) such part of the results of the Project and Foreground IP which is not open source or open content as may be notified by a Party other than a Student in writing to be confidential;
Foreground IP	means Intellectual Property Rights arising directly as a result of the Project;
Intellectual Property Rights	means rights in any patents, rights to inventions, registered and unregistered design rights, copyright and related rights, database rights, topography rights, trademarks, service marks and any other intellectual or industrial property rights of any nature (but excluding know how) 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;

Project	means the project to be performed by the Students under the guidance of the University Project Mentor as more particularly described in Schedule 1;
Term	means the period from [05.10.2020] until [14.05.2021];
University Project Mentor	means [John Medina] or such other person nominated by the University from time to time
Unit Directors	means Daniel Schien and Simon Lock

1.2   Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the schedules.

1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.6   Unless the context otherwise requires, words in the singular shall include the plural and vice versa.

1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.8 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment, and includes any subordinate legislation for the time being in force made under it.

1.9   A reference to writing or written includes faxes and e-mail.

1.10 References to clauses and schedules are to the clauses and schedules of this Agreement. References to paragraphs are to paragraphs of the relevant schedule.

1.11 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2.   THE PROJECT

2.1   The Students will undertake the Project during the Term under the supervision of the University Project Mentor.

2.2 The Project will be conducted primarily at the premises of the University, and independently, with occasional guidance of the University Project Mentor and Unit Directors.

2.3   The Students agree to diligently perform the Project.

2.4 In addition to the start up meeting to be held at the beginning of the Term, the University and the Students shall keep the Individual informed of the progress of the Project normally every 3 weeks and at a minimum of 3 formal meetings during the Term at a location agreed by the Parties.

2.5 The Individual will cooperate reasonably with the University and the Students to support the Students in their carrying out of the Project and shall liaise with the University Project Mentor and the Students during the Term in the furtherance of the Project.

2.6   The Students acknowledge and agree that any breach by any of them of the terms of this Agreement, any wilful misconduct or a failure to follow instructions by the Students could cause the Students to be excluded from the Project. In the event that a Student is excluded from the Project this may adversely affect the Student's ability to graduate in the Computer Science undergraduate degree course. The Students acknowledge that the University shall not be liable to the Student in the event that the Student is excluded from the Project

3.   INTELLECTUAL PROPERTY

3.1   All Background IP belonging to a Party is and shall remain the exclusive property of the person owning it (or, where applicable, the third party from whom its right to use the Background IP has derived).

3.2   During the Term, the University Project Mentor, the Individual and the Students shall identify any Background IP of the Individual which the Students may wish to incorporate into the Project.

3.3   The Individual, where [he] is free to do so, grants the University and the Students a royaltyfree, non-transferable, non-exclusive, licence to use [his] relevant Background IP for the sole purpose of the performance of the Project.

3.4   The Students may include "open source" code in the Project and it is agreed by the Partyie that the Foreground IP will be "open source" or "open content".

4.   CONFIDENTIALITY

4.1   The Parties each undertake to keep confidential and not to disclose to any third party or to use themselves other than for the purposes of the Project or as permitted under clauses 4 and 5 of this Agreement any Confidential Information.

4.2   For the avoidance of doubt, the University and the Students shall be entitled to make disclosures to the employees of the University and any external examiners in order to enable them to examine the Student's work on the Project, including the submission of project reports and presentations on the Project and the University shall ensure that any external examiner(s) is bound to keep any such Confidential Information confidential.

4.3   The obligations contained in this clause 4 shall survive the Term for a period of five years but shall not apply to any Confidential Information which:

4.4.1 is publicly known at the time of disclosure to the receiving Party;

4.4.2 after disclosure becomes publicly known otherwise than through a breach of this Agreement by the receiving Party, its officers, employees, agents or contractors;

4.4.3 can be shown by reasonable proof by the receiving Party to have reached its hands otherwise than by being communicated by the other Party including being known to it prior to disclosure, or having been developed by or for it wholly independently of the other Party or having been obtained from a third party without any restriction on disclosure on such third party of which the recipient is aware, having made due enquiry;

4.4.4 is required by law (including for the avoidance of doubt under the Freedom of Information Act 2000), regulation or order of a competent authority (including any regulatory or governmental body or securities exchange) to be disclosed by the receiving Party, provided that, where lawful, the disclosing Party is given reasonable advance notice of the intended disclosure and provided that the relaxation of the obligations of confidentiality shall only last for as long as necessary to comply with the relevant law, regulation, or order and shall apply solely for the purposes of such compliance; or

4.4.5 is approved for release, in writing, by an authorised representative of the disclosing Party.

5. PRESENTATIONS AND REPORTS

5.1 The Project will form part of the overall assessment of the Students for the undergraduate degree in Computer Science.

5.2 The Students shall be entitled to use the results of the Project to write a report which will be submitted for assessment to the Unit Directors and a set of external examiners in confidence.

5.3 The Individual acknowledges that the Students are required to give public presentations organised by the University, showcasing the work they have carried out on the Project. The Individual will give a clear indication to the Students and the University Project Mentor at least one month prior to the date of the final presentations regarding any Confidential Information which must not be included in the final presentations and/or if the Individual wishes its identity to be kept confidential.

5.4 The Students shall not, without the Individual's prior written consent, include in any final presentation any Background IP belonging solely to the Individual, which is not directly related to the Project, as outlined in Schedule 1, as may be amended pursuant to the terms of this Agreement.

5.5 The Students shall procure that no Confidential Information that has been notified under clause 5.3 is included in the final presentation.

6. LIMITATION OF LIABILITY

6.1 Nothing in this Agreement limits or excludes any Party's liability for death or personal injury caused by negligence or any fraud or for any sort of other liability that, by law, cannot be limited or excluded.

6.2 The Parties acknowledge that:

6.2.1 the Project is carried out by students of an academic institution and neither the University or the Students warrant that the Project will lead to any particular result or data nor is the success of the Project guaranteed;

6.2.2 neither the University or the Students accept any responsibility for any use which may be made of any work carried out under the Project or data supplied, or for the results thereof, nor for any reliance which may be placed on such work, data or results, nor for the advice or information given in connection with them;

6.2.3 neither the University or the Students give any warranty, representation or undertaking as to the efficacy or usefulness of any data and/or Foreground IP or that any Foreground IP will be valid or subsisting; and

6.2.4 neither the University or the Students give any warranty, representation or undertaking that any University or Student Background IP or Foreground IP will not infringe any other intellectual property or other rights of any other person

and neither the Students or the University will have any liability in respect of any of the above

6.3 In no event shall any Party be liable for loss of profits, loss of business, loss of opportunity, cost of cover, or any pure economic loss, special, exemplary, incidental or consequential damages arising under or pursuant to this Agreement, even if said Party has been advised of the possibility of, should have known of, or could reasonably have prevented, such damages.

6.4 The Individual undertakes to make no claim in connection with this Agreement or its subject matter against the University Project Mentor, the Unit Directors or any other employee, agent or appointee of the University. This undertaking is intended to give protection to individuals: it does not prejudice any right which the Individual might have to claim against the University.

6.5 Subject to clause 6.1, the University's liability under this Agreement shall be limited to £1,000 and each of the Students' liability will be limited to £500. The University is not jointly or severally or vicariously liable for the acts of the Students.

7.   GENERAL

7.1   No Party shall be liable for delay in performing or for failure to perform obligations hereunder if the delay or failure results from any cause or circumstance whatsoever beyond its reasonable control, including any breach or non-performance of this Agreement by the other Party (hereinafter "Event of Force Majeure"), provided the same arises without the fault or negligence of such Party. If an Event of Force Majeure occurs, the date for performance of the obligation affected shall be postponed for as long as is made necessary by the Event of Force Majeure, provided that if any Event of Force Majeure continues for a period of three (3) months or more, the University or the Company shall have the right to terminate the Agreement forthwith by providing no less than 10 calendar days' written notice to the other parties. All parties shall use their reasonable endeavours to minimise the effects of any Force Majeure.

7.2   Clauses 3, 4, 5 and 6 and any other provisions in this Agreement which are either expressed to survive the Term, from their nature or context are intended to survive expiry of the Term, shall survive expiry or termination of this Agreement however arising.

7.3   This Agreement is personal to the Parties and except as expressly provided in this Agreement, it may not, without the prior written consent of the other Parties be assigned, sub-licensed, sub-contracted, transferred or charged in any way.

7.4   Any notice required to be given under this Agreement may be delivered personally or sent by prepaid post or courier to the other party at the address given in this Agreement, or such other address as may be notified in accordance with this clause 7 from time to time.

7.5   Any notice so sent shall be deemed to have been duly given:

    7.5.1   if sent by personal delivery or courier, upon delivery at the address of the relevant party;

    7.5.2   if sent by prepaid post, four days after the date of posting; and

    7.5.3   if sent by e-mail, upon confirmation of transmission.

7.6   The relationship of the Parties shall be that of independent contractors. Nothing in this Agreement shall render them to be partners or agents of the other Party.

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

7.8   The Parties shall, at all times, remain willing to discuss possible contractual variations that have been prompted by technical or other factors, although no Party shall have any obligation to agree to any such variation proposed.

7.9   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 laws of England and Wales. 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).

7.10 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.

7.11 This Agreement constitutes the whole agreement between the Parties and supersedes all previous agreements between the Parties relating to its subject matter.

7.12 Each Party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud.

7.13 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.

7.14 No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.
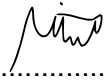
SIGNED by
On behalf of University of Bristol ....

SIGNED by [Steve Bullock] ....

SIGNED by [Nisa Bayraktar] ....

SIGNED by [Conor Cairns] ....

SIGNED by [Aida Temerbulatova] ....

SIGNED by [Aris Kostelenos] ....

SIGNED by [Tianyue Lyu] ....

SCHEDULE 1:
THE PROJECT

[INSERT DETAILS]