

Draft Collaboration Agreement

IRIS - Intelligent Real-time Integrated Studio UKRI Agentic AI Pioneers Prize - Creative Industries Track, Phase 2

Parties

1. **DreamLab AI Consulting Ltd** (Lead Organisation), registered in England and Wales, The Immersive Technologies Innovation Hub, MediaCity UK, Salford M50 2HF. ("DreamLab")
2. **THG Ingenuity**, a division of **THG Holdings plc** (Partner), registered in England and Wales (Company No. 06539496), 4th Floor, 1 Balloon Street, Manchester M4 4BE. ("THG")
3. **University of Salford** (Collaborator), The Crescent, Salford M5 4WT. ("UoS")

Collectively "the Parties".

1. Purpose

This Agreement sets out the terms under which the Parties will collaborate on the IRIS project during Phase 2 of the UKRI Agentic AI Pioneers Prize (the "Project"), funded by UK Research and Innovation through Innovate UK. The Project runs from its funded start date for a period of approximately three months ("Project Period").

2. Project Roles and Responsibilities

DreamLab AI (Lead Organisation) – Project management and financial administration; IRIS platform development (VisionFlow, agent orchestration, OWL 2 ontology, voice pipeline); open-source release and documentation (MPL-2.0); technical reporting to UKRI.

THG Ingenuity (Partner) – Provision of creative studio environment and production teams for validation; access to brand workflows, LED volume, and campaign infrastructure; commercial route-to-market evaluation; co-design participation.

University of Salford (Collaborator) – Co-design research methodology; user evaluation studies with THG creative teams; fashion catwalk co-production (February 2026); independent assessment and academic dissemination.

3. Financial Arrangements

DreamLab AI, as Lead Organisation, will receive and administer the UKRI prize funding. Each Party will bear its own costs of participation unless otherwise agreed in writing. No prize funding will be transferred between Parties unless a variation is agreed with UKRI and documented in a revised budget.

4. Intellectual Property

4.1 Background IP. Each Party retains ownership of its pre-existing intellectual property ("Background IP"). Background IP is licensed to the other Parties solely for the purposes of the Project, on a non-exclusive, royalty-free basis, for the Project Period.

4.2 Foreground IP. Intellectual property created during the Project ("Foreground IP") shall be owned by the Party that generates it. Where Foreground IP is created jointly, the contributing Parties shall jointly own it and shall negotiate a separate licence in good faith.

4.3 Open-Source Components. The VisionFlow platform and associated libraries developed by DreamLab AI will be released under the Mozilla Public License 2.0 (MPL-2.0). THG and UoS acknowledge and consent to this open-source release. THG's proprietary brand assets, workflows, and commercial data are excluded from any open-source release.

4.4 Access Rights. Each Party grants the others a non-exclusive, royalty-free licence to use its Foreground IP for the purposes of the Project. Post-project commercial exploitation of another Party's Foreground IP requires a separate written agreement.

5. Confidentiality

Each Party shall treat as confidential all information received from another Party that is marked confidential or would reasonably be understood to be confidential ("Confidential Information"). Confidential Information shall not be disclosed to third parties without prior written consent, except as required by law, regulation, or the terms of the UKRI funding agreement. This obligation survives termination for a period of five (5) years.

6. Publication and Dissemination

The Parties support open dissemination of Project results in accordance with UKRI requirements. Any Party wishing to publish results that include another Party's Confidential Information or IP shall provide thirty (30) days' written notice. The disclosing Party may request reasonable modifications to protect its Confidential Information or to file patent applications before publication.

7. Data Protection

Each Party shall comply with the UK General Data Protection Regulation and the Data Protection Act 2018 in relation to any personal data processed in connection with the Project. Where personal data is shared between Parties, a Data Processing Agreement shall be executed prior to any transfer.

8. Governance

A Project Steering Group comprising one named representative from each Party shall meet monthly (or more frequently as needed) to review progress, resolve disputes, and approve deliverables. DreamLab AI's representative shall chair the Steering Group. Decisions shall be taken by consensus; failing consensus,

DreamLab AI as Lead Organisation shall have the casting vote on operational matters, with disputes on IP or financial matters referred to mediation under Section 10.

9. Liability and Insurance

Each Party's aggregate liability under this Agreement shall not exceed the total prize funding received. No Party shall be liable for indirect or consequential losses. Each Party shall maintain appropriate insurance for its activities under the Project.

10. Dispute Resolution

Disputes shall first be escalated to the Steering Group. If unresolved within thirty (30) days, the Parties shall attempt mediation through the Centre for Effective Dispute Resolution (CEDR). If mediation fails, disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.

11. Term and Termination

This Agreement commences on the funded start date and continues for the Project Period. Any Party may withdraw with sixty (60) days' written notice to the other Parties and UKRI. On termination, Sections 4, 5, 6, 7, and 9 shall survive.

12. Variation

No variation of this Agreement shall be effective unless agreed in writing by all Parties.

Signatures

	Name	Title	Date
DreamLab AI Consulting Ltd	Dr John O'Hare	Director	_____
THG Holdings plc (THG Ingenuity)	_____	_____	_____
University of Salford	_____	_____	_____

This is a draft collaboration agreement submitted with the IRIS Phase 2 application to the UKRI Agentic AI Pioneers Prize. A final signed version will be executed prior to receipt of any prize funding, in accordance with competition requirements.