

PLACEMENT AGREEMENT

University College Cork – National University of Ireland, Cork

And

Tenable

This Agreement is made on the day of 08th May 2023

Between:

University College Cork – National University of Ireland, Cork a body incorporated under Charter with its seat at Western Road, Cork (**“UCC”**)

And

Tenable of 81B CAMPSHIRE, SIR JOHN ROGERSON’S QUAY, DUBLIN 2, IRELAND
(“Industry Partner”)

individually a “Party” or collectively the “Parties”

WHEREAS:-

- (A) UCC has established the Science Foundation Ireland Centre for Research Training in Advance Networks for Sustainable Societies (the **“Centre”**).
- (B) The aims of the Centre include providing practical training for researchers;
- (C) The Industry Partner has agreed to host a researcher for the purposes of providing practical training;
- (D) The Parties wish to agree the terms and conditions of the researcher’s placement.

In consideration of the Industry Partner’s contributions towards the Centre and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, **IT IS HEREBY AGREED** as follows:

1. Definitions:

“Academic Mentor” shall mean the person or persons responsible for supporting and mentoring the Researcher and ensuring the academic quality of the research.

“Confidential Information” shall mean, in relation to a Party, all Intellectual Property, materials or other information (in whatever form communicated or recorded) belonging or relating to that Party which is disclosed to another Party or to which that other Party has access, and which (a) is expressly marked as confidential or proprietary, or (b) has been described as confidential by the Party in writing to the other Party within thirty days of disclosure.

“Effective Date” shall mean 06th June 2023

“Industry Mentor” shall mean the person or persons designated by the Industry Partner as being responsible for supporting and mentoring the Researcher during the Placement;

“Intellectual Property” shall mean patents, trademarks, registered designs, drawings, utility models, design rights, business ideas, concepts, inventions, discoveries, breeders’ rights, copyright (including the copyright in software in any code), database rights, trade secrets and other confidential information, technology, business or trade names, goodwill and all other rights of a similar or corresponding nature in any part of the world, whether registered or not or capable of registration or not, and including all applications and the right to apply for any of the foregoing rights.

“Personnel” means in relation to any Party, that Party’s officers, employees, consultants, subcontractors, and any other individuals engaged by that person on the basis of a contract for services;

“Placement” shall mean the module of practical training received by the Researcher while at the premises of Industry Partner;

“Placement Term” shall mean a period of 3-6 months from the Effective Date, the start and ends date of which will be agreed in writing between the Parties;

“Prime Sponsor” shall mean the funder, Science Foundation Ireland;

“Researcher” shall mean Paul Trust

2. Responsibilities of the Industry Partner

The Industry Partner:

- will provide a Placement for the Researcher at its facilities;
- will appoint an Industry Mentor to work with the Researcher;
- shall make available to the Researcher for the purposes of carrying out the Placement such and facilities as may be reasonably required.
- shall comply with all its obligations, duties and regulations (whether statutory or otherwise and without prejudice to the generality of the foregoing those relating to the health and safety, place, nature or system of work) and shall ensure that the facilities made available to the Researcher are safe and fit for use.
- shall indemnify UCC from and against all losses which may be suffered or incurred by it, by reason of or otherwise arising directly or indirectly out of or in connection with (a) the use and occupation of the Industry Partner’s facilities by the Researcher and (b) any failure by the Industry Partner to comply with any laws or any regulations relating to the occupation and/or use of the Industry Partner’s workplace and facilities by the Researcher.
- will cooperate with the Researcher and Academic Mentor to create and implement a training plan.
- will provide the Researcher and UCC with such feedback, information and co-operation as may be reasonably requested. On giving reasonable notice to the Industry Partner, representatives of UCC may also visit the location

of the Placement to monitor the Researcher's progress and the conduct of the Placement.

- will provide such reasonable assistance as may be required by UCC to ensure compliance with the reporting obligations to the Prime Sponsor.

3. Responsibilities of UCC

It is acknowledged and agreed that the Researcher is and shall remain an employee of the UCC whilst on the Placement. In the event that the Researcher breaches or is alleged to have breached any disciplinary code or procedure of the Industry Partner or is otherwise alleged to have been engaged in misconduct of any kind, this shall be promptly brought to the attention of UCC. Disciplinary matters will be dealt with in accordance with the relevant UCC policies.

4. Confidentiality

4.1 Each Party (a "Receiving Party") shall treat as confidential any Confidential Information disclosed or made available to it by the other (the "Disclosing Party").

4.2 Each Receiving Party undertakes to disclose the other's Confidential Information only to those of its officers, employees, agents and students to whom and to the extent to which such disclosure is necessary for the purpose of carrying out the Placement, and provided said individuals have been made aware of the confidentiality obligations in this Clause.

4.3 Clauses 4.1 and 4.2 shall not apply to any information that:

- is or becomes publicly known without any breach of this Agreement or any other undertaking on the part of the Receiving Party to keep it confidential;
- is known to the Receiving Party before its receipt from the Disclosing Party without any obligation of confidentiality to the Disclosing Party;
- is lawfully in the possession of the Receiving Party prior to its receipt from the Disclosing Party as shown by receiving Party's written records without any restrictions on its disclosure;
- has been lawfully disclosed to the Receiving Party by a third party which did not acquire the same under an obligation of confidentiality from or through the Disclosing Party, as shown by the Receiving Party's written records;
- has been independently developed by the Receiving Party without reference to the information disclosed by Disclosing Party;
- is approved for release in writing by an authorised representative of the Disclosing Party; or
- is by law or by any court or order of any governmental or regulatory authority required to be disclosed, to the extent of the relevant disclosure requirement.

4.4 If a Party is required by law to disclose any Confidential Information, it shall (to the extent it is permitted to lawfully do so) provide notice to the other Party prior to making such disclosure, so as to allow time to undertake legal or other action, to prevent such disclosure or otherwise obtain confidential treatment of such disclosure.

4.5 Each Party shall ensure that its respective employees, agents and registered students (as the case may be) who participate in the Placement shall comply with the obligations of confidentiality as though they were parties to this Agreement.

5. Intellectual Property

Any intellectual property created by the Researcher in the course of carrying out Placement activities shall belong to the Industry Partner, unless there is a separate collaboration agreement between the parties hereto, in which event, the provisions of any such collaboration agreement as regards intellectual property rights shall prevail.

6. General

6.1 Save as expressly provided in this Agreement, there are no conditions, warranties, or other terms binding on any Party with respect to the actions contemplated by this Agreement, and any condition, warranty or other term in this regard which might otherwise be implied or incorporated into this Agreement, whether by statute, common law or otherwise are hereby excluded to the fullest extent permitted by law.

7. Term and termination

7.1 Either Party may terminate this Agreement with immediate effect by giving notice in writing to the other if:

(a) the other is in breach of any provision of this Agreement and (if it is capable of remedy) the breach has not been remedied within 30 days after receipt of written notice specifying the breach and requiring its remedy; or

(b) the other becomes insolvent, or if an order is made or a resolution is passed for its winding up (except voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed over the whole or any part of the other's assets, or if the other makes any arrangement with its creditors.

7.2 If either Party terminates this Agreement, then each will co-operate in order to facilitate the completion of any Placement then current at the time of termination and shall continue to observe the terms of this Agreement in so far as same relate to any Researcher then on a Placement.

8. Dispute Resolution

8.1 The Parties shall make every reasonable effort to resolve all issues fairly by negotiation. All disputes or differences arising in connection with this Agreement, which cannot be settled amicably, shall be resolved by mediation.

8.2 Nothing in this clause shall prevent a party from applying to a court of competent jurisdiction for injunctive relief against the other provided that there is no delay in the prosecution of that application.

9. Insurance

9.1 Each Party shall effect and maintain in force at all times during the continuance of this Agreement and for a period of 24 months thereafter the following policies of insurance (with the minimum indemnity amounts):

- Employer's liability insurance for any one event in the amount of €13,000,000.
- General third party insurance including public liability and Product Liability for any one event in the amount of €6,500,000.

9.2 In each case, effected through brokers and with insurers of recognised good standing (as such expression is generally recognised within the Irish insurance sector).

10. General

Governing Law: This Agreement shall be governed and construed in accordance with the laws of Ireland and shall be subject to the jurisdiction of the Irish Courts.

Severability: If the whole or any part of a provision of this Agreement is or becomes illegal, invalid or unenforceable, that will not affect the legality, validity or enforceability of the remainder of the provision in question or any other provision of this Agreement

Costs: Each party will pay its own costs in connection with or incidental to the preparation, negotiation and execution of this Agreement.

No Partnership or Agency: Nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture, or the relationship of principal and agent, between the Parties, and neither of the Parties shall have any right or authority to act on behalf of the other or to bind the other in any way.

Data Protection: Each Party shall comply with the applicable law relating to Data Protection and in particular with the provisions set out in Appendix hereof

Assignment: The Industry Partner shall not, without the written consent of UCC:

- assign, transfer (whether voluntarily or involuntarily, by operation of law or otherwise) or create or permit to exist any right, title or interest (including, without limitation, any security interest and any beneficial interest under any trust) in, to or under, any of its rights under this Agreement; or
- purport to transfer, sub-contract or delegate any of its obligations under this Agreement.

Counterparts: This Agreement may be executed in three or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Sole and Entire Agreement: The express terms of this Agreement constitute the sole and entire agreement between the Parties in relation to the Placement of the Researcher to Industry Partner and supersedes all prior written and oral arrangements,

understandings, representations, warranties and agreements between them in that regard (if any). Each Party acknowledges that it is not relying, and will not seek to rely, on any arrangement, understanding, representation, warranty, agreement, term or condition which is not expressly set out in this Agreement.

Waivers, Rights Cumulative: Each of the rights of each Party under this Agreement may be exercised as often as is necessary, is cumulative and not exclusive of any other rights which that Party may have under this Agreement, law or otherwise; and may be waived only in writing and specifically. Delay by a Party in exercising, or the non-exercise by a Party of, any such right will not constitute a waiver of that right.

Amendments: Any amendment to this Agreement must be in writing and duly signed for and on behalf of each of the Parties to this Agreement.

IN WITNESS OF WHICH, this Agreement has been duly executed by the undersigned signatories on behalf of the Parties on the date first above written, and each signatory represents and warrants to the Party (other than that which he or she represents) that he or she has the authority to sign on behalf of the Party which he or she purports to bind.

Signed by and on behalf of

UCC

Name:

Signature:

Title:

Date:

Signed by and on behalf of

the Industry Partner

Name:

Signature:

Title:

Date:

Agreed and acknowledged by

the Researcher

Name:

Signature:

Title:

Date:

APPENDIX

Data Protection

1. In this Appendix, the following terms shall have the following meanings:-

“Data” means all confidential information, whether in oral or written (including electronic) form, created by or in any way originating with an Institution (including but not limited to his employees or students) and all information that is the output of any computer processing, or other electronic manipulation of any information that was created by or in any way originating with an Institution provided under this Agreement and includes any Personal Data;

“Data Exporter” shall mean the Party transferring Personal Data to the other.

“Data Importer” shall mean the Party receiving Personal Data from the other

“Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”).

“Data Subject” has the meaning given under the Data Protection Laws;

“Data Subject Access Request” means a request made by a Data Subject in accordance with rights granted under the Data Protection Laws to access his or her Personal Data;

“Personal Data” has the meaning given under Data Protection Laws;

“Processing” has the meaning given under the Data Protection Laws;

2. **Obligations of the data exporter**

The Data Exporter warrants and undertakes that:

- (a) The Personal Data has been collected, processed and transferred in accordance with the laws applicable to the data exporter.
- (b) It has used reasonable efforts to determine that the Data Importer is able to satisfy its legal obligations under these clauses.
- (c) It will provide the Data Importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the Data Exporter is established.
- (d) It will respond to enquiries from Data Subjects and statutory authorities concerning processing of the Personal Data by the Data Importer, unless the parties have agreed that the Data Importer will so respond, in which case the Data Exporter will still respond to the extent reasonably possible

and with the information reasonably available to it if the Data Importer is unwilling or unable to respond. Responses will be made within a reasonable time.

3. **Obligations of the Data Importer**

The Data Importer warrants and undertakes that:

- (a) It will have in place appropriate technical and organisational measures to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.
- (b) It will have in place procedures so that any third party it authorises to have access to the Personal Data, including processors, will respect and maintain the confidentiality and security of the Personal Data. Any person acting under the authority of the Data Importer, including a data processor, shall be obligated to process the Personal Data only on instructions from the Data Importer. This provision does not apply to persons authorised or required by law or regulation to have access to the Personal Data.
- (c) It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the Data Exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.
- (d) It will process the Personal Data for purposes described in Appendix 1, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.
- (e) It will identify to the Data Exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the Personal Data, and will cooperate in good faith with the Data Exporter, the Data Subject and the statutory authorities concerning all such enquiries within a reasonable time.
- (f) Upon reasonable request of the Data Exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the Data Exporter (or any independent or impartial inspection agents or auditors, selected by the Data Exporter and not reasonably objected to by the Data Importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the Data Importer, which consent or approval the Data Importer will attempt to obtain in a timely fashion.

- (g) It will process the Personal Data, at its option, in accordance with the data protection laws of the country in which the Data Exporter is established, or the relevant provisions (1) of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC.
- (h) It will not disclose or transfer the Personal Data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the Data Exporter about the transfer and the third party data controller processes the Personal Data in accordance with a Commission decision finding that a third country provides adequate protection or the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer.