**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. **[ Vlad Andrei Bucur ]** a student of the University;and
3. **[ Victor Karue Kingi ]** a student of the University; and
4. **[Andrei Victor Traistaru ]** a student of the University; and
5. **[George Edward Nechitoaia]** a student of the University; and
6. **[ Ena Balatinac ]** a student of the University; and
7. **[ ]** a student of the University**;** (each a “Student” together “the Students”)

(individually a “Party” and collectively “the Parties”)

**Important**

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

**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.**

# WHEREAS

1. The University provides a Software Product Engineering undergraduate degree course.
2. 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.
3. In consideration of the Students providing their services in respect of the Project the [INSERT DEPARTMENT WITHIN THE UNIVERSITY THAT IS PROVIDING THE PROJECT] within the University has agreed to be involved in the Project which will be carried out by Students.
4. 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.
5. 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 University. All Parties recognise the importance of holding in confidence such information or materials.
6. The Students have agreed to enter into this Agreement to protect the confidentiality of essential data to be provided by the University for the Project and assign certain Intellectual Property Rights that may arise as a result of the Project.
   * 1. **DEFINITIONS**
   1. The definitions and rules of interpretation in this clause shall, unless the context otherwise requires, apply to this Agreement:

Background IPmeans the Intellectual Property Rights and know-how (i) belonging to the University or the Students prior to the commencement of the Project or (ii) developed by the University or the Students outside the Project

Confidential Information means :

1. such Background IP, proprietary information and data supplied by the University;
2. the materials and information supplied by the University; and
3. the results of the Project and Foreground IP

as may be notified by the University 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;

Projectmeans 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 [ October 2020. ] until [ June 2021. ];

Unit Directorsmeans Daniel Schien and Simon Lock

University Project Mentormeans [ Bogdan Dumitrescu ] or such other person nominated by the University from time to time

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

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

## 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.

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

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

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

## 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.

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

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

## 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.

* + 1. **THE PROJECT**
  1. The Students will undertake the Project during the Term under the supervision of the University Project Mentor.
  2. The Project will be conducted at the premises of the University, and independently, with occasional guidance of the University Project Mentor and Unit Directors.
  3. The Students agree to diligently perform the Project.

2.4 The Students acknowledge and agree that any breach by any of them of the terms of this Agreement, for example, failing to keep any confidential information confidential, 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 by their own actions is excluded from the Project.

* + 1. **INTELLECTUAL PROPERTY**
  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).
  2. During the Term, the University Project Mentor, the University Supervisor and the Students shall identify any Background IP of the University which the Students may wish to incorporate into the Project. The University shall decide whether or not to allow the identified Background IP to be used in the Project. If this decision gives rise to a requirement to amend the description of the Project, as outlined in Schedule 1, the Project may be amended by the University provided that the Project shall always contain sufficient intellectual content as to be submittable for the undergraduate degree in Software Product Engineering.
  3. Each Party, where it is free to do so, grants the others a royalty-free, non-transferable, non-exclusive, licence to use its relevant Background IP for the sole purpose of the performance of the Project.
  4. Each of the Students hereby grant to the University at no cost a non-exclusive, perpetual, royalty free, worldwide, irrevocable licence in the Background IP and know how belonging to the Students in so far as the same are necessary for the purposes of exploiting the Foreground IP assigned to the University in accordance with the provisions of clause 3.6.
  5. If the Students include any “open source” code in the Project they will advise the University Supervisor. The University acknowledges and agrees that the Students may include any “open source” code in the Project and the University acknowledges that any further source code developments or modifications of such software which is undertaken by the Students during the Project will be made available to the University under the terms of the licence under which development has taken place.
  6. The Students (insofar as each is able and subject to clause 3.5) hereby assign to the University any Foreground IP for the full duration of such rights, wherever in the world enforceable.
  7. No compensation shall be paid to any Student in relation to an assignment mentioned in clause 3.6 above.
  8. The Students will at the University’s expense enter into any agreement or other document necessary to effect the assignment mentioned in clause 3.6 above.
  9. The Students will at the reasonable cost of the University and at no cost to the Students provide reasonably requested support and assistance necessary to apply to register prosecute protect defend or do any similar action in relation to any Foreground IP.

4. **CONFIDENTIALITY**

* 1. The Students 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 clause 5 of this Agreement any Confidential Information.

**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.

* 1. The University Supervisor should give a clear indication to the Students 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.
  2. The Students shall not, without the University’s prior written consent, include in any final presentation any Background IP belonging solely to the University, which is not directly related to the Project, as outlined in Schedule 1, as may be amended pursuant to the terms of this Agreement.
  3. The Students shall procure that no Confidential Information that has been notified under clause 5.3 is included in the final presentation.

1. **LIMITATION OF LIABILITY**
   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 the Students do not warrant that the Project will lead to any particular result or data nor is the success of the Project guaranteed;

6.2.2 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 the Students do not 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 registerable, valid or subsisting; and

6.2.4 the Students do not give any warranty, representation or undertaking that any Student Background IP or Foreground IP will not infringe any other intellectual property or other rights of any other person

and the Students will have no liability in respect of any of the above

* 1. Subject to clause 6.1, the University’s liability under this Agreement shall be limited to £1,000 and each Student’s liability shall be limited to £500.

**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”). 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.

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.

7.3This 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 sent by email in the case of the Students to their University of Bristol email address and in the case of the University to the University Project Mentor. Any notice so sent shall be deemed to have been duly given if sent by e-mail, upon confirmation of transmission.

7.5 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 Parties.

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

7.7This 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).

### 7.8 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.

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

### 7.10 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.

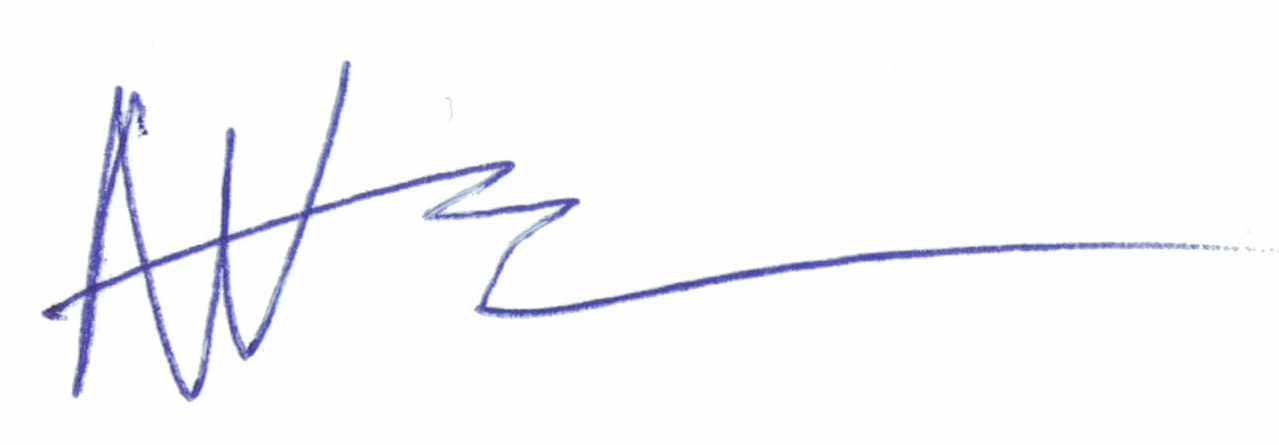
### 7.11 No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

SIGNED by

On behalf of University of Bristol .................................

SIGNED by [**Vlad Andrei Bucu**r ] ****

SIGNED by [Victor Karue Kingi ] 

SIGNED by [ Andrei Victor Traistaru ] 



SIGNED by [ Ena Balatinac ]



SIGNED by [Edward George Nechitoaia]

**SCHEDULE 1:**

**THE PROJECT**

**PROJECT TITLE**:

**Description of the Project**

Motivation: Digital healthcare provided by the NHS in England typically operates in silos. GPs have electronic systems to manage patient care which are distinct from hospital systems which are distinct from the ambulance service, 111, mental health services etc. Each data owner has a wealth of data that, if combined, would generate a more valuable resource than it does in isolation. While there are solutions to integrate this data for direct care purposes, there is no centralised solution to use this data to inform future care or service provisioning. For example, the intensive care unit at the Bristol Royal Infirmary make a basic assessment of a patient based on the immediate information presented to them much of which is based on observational data taken at the hospital. When measuring the outcomes of their interventions, their metrics are length of stay on the unit and the health of the patient on leaving the unit (died, discharge to. . . etc.). Combining data sources would inform clinical decision making by providing more advanced insights into the longitudinal health of the patient on arrival and understanding the merits of previous clinical decisions taken. E.g. Whether the patient lived for 1 or 20 years and their resulting quality of life. Working with live patient data is notoriously difficult given the legislation surrounding sensitive patient data. This limits the ability to develop prototype systems that meet the needs of academics and NHS commissioners. Therefore, it is necessary to provide a solution that simulates and distributes test healthcare data. Solution: This project will create a set of configurable ‘healthcare data simulators’ that generate as-live data to simulate the regional healthcare landscape. Specifically, the simulators will: • Simulate more than one healthcare provider category (e.g. Acute hospital, primary care, 111) • Conform to health care standards: HL7 v2.7 and HL7 FHIR. Other non-standard data should also be simulated. • Utilise the open source SyntheaTM Patient Generator: github.com/synthetichealth/synthea • Simulate at least 4 modes of data transport including: Message broker technology, scheduled SFTP, HTTPS and data federation • Split data into patient sensitive identifiers and anonymous medical data • Provide integration to centralised data storage using the commercial Lyniate Rhapsody: www.lyniate.com/rhapsody/ This project forms the essential inputs to a wider data hosting and analysis solution being prototyped. Where appropriate, off-the-shelf software components should be integrated to help de-risk the solution and allow development to focus on business logic rather than low level message interchange formats. Constraints: This project is one of three designed to deliver an end-to-end proof of concept. It will provide source data to the Data Lake project team and will therefore need to agree the format of data simulated within the system. Project 3 will then design cloud hosted Analyst Environments where analysts can perform analytics based on the data simulated. Student Opportunity: The market for digital health is booming. This project offers an exciting introduction to digital healthcare, standards and interoperability. Skills in the Rhapsody engine are recognised and sought in the Bristol area. This work will be published and the software made publicly available. There is scope to help author such a publication. Intellectual Property: The intention is to create reusable software that can benefit the health care sector. Therefore the software should be developed under the MIT open source license.