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)   **William Tripp** a student of the University; and

(3)   **Sam Thomas** a student of the University; and

(4)   **Siana Dicheva** a student of the University; and

(5)   **Luo Zhao** a 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 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 Students providing their services in respect of the Project the Faculty of Engineering within the University has agreed to be involved in the Project which will be carried out by 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 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 University for the Project and assign certain Intellectual Property Rights that may arise as a result of 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 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 : (i) such Background IP, proprietary information and data supplied by the University; (ii) the materials and information supplied by the University; and (iii) 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;
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 October 2021 until June 2022;
Unit Directors	means Daniel Schien and Simon Lock
University Project Mentor	means Linda Lomencikova or such other person nominated by the University from time to time

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 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 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.

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 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.

3.3   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.

3.4   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.

3.5   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.

3.6   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.

3.7   No compensation shall be paid to any Student in relation to an assignment mentioned in clause 3.6 above.

3.8   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.

3.9   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**

4.1   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.

5.3 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.

5.4 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.

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 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

6.3 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.
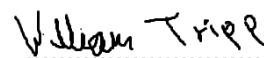
7. GENERAL

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.

7.3   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 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.

7.7   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).

7.8   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
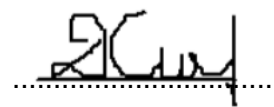On behalf of University of Bristol   ....

SIGNED by William Tripp   ....

SIGNED by Sam Thomas   ....

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SIGNED by Siana Dicheva

SIGNED by Luo Zhao

SCHEDULE 1:
THE PROJECT

PROJECT TITLE: **Learning Analytics for the New Normal**
Description of the Project

Whilst CV19 created a need for sweeping changes for the better (in many cases), it has also highlighted areas where personal tutors and unit directors have had their hands tied. Namely, to support student engagement through the data resources currently available. Whilst BB has a great amount of data which is currently broadly discarded in the background in unusable formats. The project proposes two elements:

1. Develop a processed dashboard of information useful for gauging understanding and engagement of a unit at both a student by student level and also a cohort overview using log on data, attainment in formative and summative tests and the analytics from videos.

2. If possible develop a tutor view where when given a list of students on a programme the software can compile this data across units to again give personal tutors the information required to spot difficulties for students and offer further support