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Mark and name of partner institution

Agreement

**For**

**[name of collaborative project]**

Between

The Chancellor, Masters and Scholars of the University of Cambridge, of the Old Schools, Trinity Lane, Cambridge CB2 1TN, United Kingdom

And

[partner instituion]

[date, month, year]

This agreement is entered into this [date] day of [month] [year], (“the Effective Date”) by and between the The Chancellor, Masters and Scholars of the University of Cambridge, United Kingdom referred to hereinafter as “Cambridge” and [partner institution] referred to hereinafter as [partner institution short form].

The parties wish to enhance their collaboration in [areas of collaboration] and have agreed the following.

**ARTICLE ONE: PURPOSE OF THE AGREEMENT**

1.1 The purpose of this Agreement is to [details of collaboration] between [name of department] at Cambridge and [partner institution] under the working title [title of collaboration] as set out in Annex A of this Agreement.

1.2 [details provisions, drafted in consultation with Legal Services Office to cover compliance with Statutes and Ordinances, financial matters, etc]

1.3 Although the parties will use all reasonable endeavours to perform the research described in Annex A, the parties do not undertake that work carried out under or pursuant to this Agreement will lead to any particular result, nor is the success of such work guaranteed.

**Article TWO: Management of** [collaboration]

2.1 [detailed provisions, drafted in consultation with Legal Services Office]

**ARTICLE THREE: FUNDING**

3.1 [detailed provisions, drafted in consultation with the Research Office and Finance Office]

**ARTICLE FOUR: LANGUAGE**

4.1 Technical specifications and future correspondence between the parties shall be in the English Language.

4.2 As soon as this agreement is signed, both parties are assumed to have understood its contents. Neither party is permitted to change the text without the written consent of the other party.

**ARTICLE FIVE: INTELLECTUAL PROPERTY RIGHTS**

The work described in this Agreement is governed by the following terms:

5.1 Nothing in this Agreement shall affect the ownership of intellectual property owned or created by a party prior to or outside of this Agreement (“Background IPR”).

5.2 [other detailed provisions, drafted in consultation with Legal Services Office]

**ARTICLE SIX: SUBCONTRACTING**

Due to the fact that this agreement entails exchange of knowledge, neither party shall subcontract any of its obligations hereunder without the written authorisation of the other party.

**ARTICLE SEVEN: DELIVERABLES**

Throughout the course of this Agreement, the parties will provide the other with copies of all project related documents, software (including all source codes), and design and fabrication files at no additional cost, for the purposes set out in Article 5.4 above

**ARTICLE EIGHT: PUBLICATION**

8.1 The parties recognize that their researchers must be free to publish results of the research projects and agree that researchers engaged in the projects shall be permitted to present at symposia, national, or regional professional meetings, and to publish in journals or otherwise of their own choosing, methods and results of the projects. This is provided, however, that each party shall have been furnished copies of any proposed publication or presentation at least one month in advance of the submission of such proposed publication or presentation to a journal, editor, or other third party. Upon written notification from the reviewing party, the other party agrees to delay publication for a maximum period of 30 (30) additional days in order to protect the potential patentability of any invention described therein.

8.2 Nothing in this Agreement shall prevent or hinder any registered student of either party from submitting for a degree of that party a thesis based on the results obtained during the course of work undertaken as part of this Agreement, the examination of such a thesis by examiners appointed by such party, or the deposit of such a thesis in accordance with the relevant procedures of the party concerned.

**ARTICLE NINE: CONFIDENTIALITY**

9.1 For the purpose of this Article, “Confidential Information” means all and any specifications, drawings, circuit diagrams, tapes, discs and other computer-readable media, documents, information, techniques and know-how which are disclosed by one party to the other in connection with the Agreement and marked or labelled “Proprietary”, “Confidential” or “Sensitive” by the disclosing party at the time of disclosure.

The parties acknowledge that in the performance of this Agreement each may have access to Confidential Information of the other.

9.2 Subject to the following sub-Articles of this Article Nine, each party will use all reasonable endeavours not to disclose to any third party any Confidential Information within Article 9.1.

9.3 Neither party shall incur any obligation under Article 9.2 with respect to information which:

9.3.1 Is known to the receiving party before its receipt, and not impressed already with any obligation of confidentiality to the disclosing party; or

9.3.2 Is or becomes publicly known without any breach of this Agreement or of any other obligation to keep it confidential; or

9.3.3. is obtained by the receiving party from a third party in circumstances where the receiving party has no reason to believe that there has been a breach of an obligation of confidentiality owed to the disclosing party; or

9.3.4 Is independently developed by the receiving party; or

9.3.5 is approved for release in writing by an authorised representative of the disclosing party; or

9.3.6 the receiving party is required to disclose by law or regulation (or by order of a competent authority (including any regulatory or governmental body or securities exchange); provided that, where practicable, the disclosing party is given reasonable advance notice of the intended disclosure and provided that the relaxation of the obligation 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.

**ARTICLE TEN: DISPUTES**

10.1 Any dispute arising out of or in connection with this Agreement including any question regarding its existence, validity or termination, shall be resolved mutually and in good faith by the parties. Any dispute arising under this Agreement which is not settled by direct negotiations of the parties may be settled by other appropriate legal proceedings. Nothing in this Article shall prevent either party from exercising the rights of termination set forth in Article Eleven.

10.2 The Parties agree that should any dispute arise between them in relation to this Agreement, they shall meet as soon as practicable and negotiate in good faith with a view to resolving the dispute.

10.3 If the Parties are unable to settle any dispute by negotiation within 28 days the Parties will attempt to settle it by mediation through a mutually acceptable third party dispute resolution organization, failing which it will be open to either party to take legal proceedings.

10.4 [other detailed provisions, drafted in consultation with Legal Services Office]

**ARTICLE ELEVEN: TERMINATION**

This Agreement shall be terminable by an occurrence of one of the reasons below:

1. Default or breach of any material term or condition of this Agreement, if such default or breach remains after ninety (90) days written notice from the non-defaulting party. If the breach is capable of being remedied and is remedied within the ninety-day notice period, then the termination shall not take effect. If the breach is of a nature such that it can be fully remedied but not within the ninety day notice period, then termination shall also not be effective if the party involved begins to remedy the breach within that period, and then continues diligently to remedy the breach until it is remedied fully. If the breach is incapable of remedy, then the termination shall take effect at the end of the ninety‑day notice period in any event.
2. Dissolution, or liquidation, or insolvency, or bankruptcy of any of the parties.
3. By mutual agreement.
4. On ninety (90) days written notice from one party to the other.

e. [other provisions].

**ARTICLE TWELVE: LIMITATION OF LIABILITY**

12.1 [detailed provisions. drafted in consultation with Legal Services Office]

**ARTICLE THITREEN: NOTICES**

Whenever any notice is to be given hereunder, it will be in writing and sent to the following address:

University: [address of principal correspondent]

With a copy to: [head of collaboration]

[partner institution]: [address of partner institution]

**ARTICLE FOURTEEN: PUBLICITY**

Neither party will use the name, trade name, trademark, logo or other designation of the other party in connection with any products, promotion, advertising, press release, or publicity without the prior written permission of the other party.

**ARTICLE FIFTEEN: EXCUSABLE DELAYS**

Cambridge will be excused from performance hereunder if a delay is caused by inclement weather, fire, flood, strike, or other labor dispute, acts of God, acts of governmental officials or agencies, or any other cause beyond the control of Cambridge. The excusable delay is allowed for the period of time affected by the delay. If a delay occurs, the parties will revise the performance period or other provisions hereunder as appropriate.

**ARTICLE SIXTEEN: ASSIGNMENT**

Neither party will assign its rights nor duties under this Agreement to another without the prior express written consent of the other party. Any other purported assignment will be void.

**ARTICLE SEVENTEEN: AMENDMENTS**

This Agreement embodies the entire understanding of the parties. There are no other agreements or understandings between the parties relating to this subject matter. This Agreement may be modified or amended only by written agreement signed by both parties.

**ARTICLE EIGHTEEN: COMING INTO EFFECT**

The Agreement will come into effect on the Effective Date.

**ARTICLE NINETEEN: NO PARTNERSHIP OR AGENCY**

Nothing in this Agreement shall create, imply or evidence any partnership or joint venture between the parties or the relationship between them of principal and agent.

**ACCEPTED AND AGREED ON BEHALF OF:**

|  |  |
| --- | --- |
| [partner institution]  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  [name, position]    Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | The Chancellor, Masters and Scholars of the University of Cambridge  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  [name, position]  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**ANNEX A**

**SCOPE OF [collaboration]**

[details]