

Dated _____ 202[]

(1) NATIONAL NUCLEAR LABORATORY LIMITED

(2) NUCLEAR DECOMMISSIONING AUTHORITY

(3) UNIVERSITY OF [INSERT NAME]

UNIVERSITY COLLABORATION AGREEMENT

Drafting note (delete after reading): this agreement template should be used when contracting with a University for a research project which has been funded by NDA under the terms of the Direct Research Portfolio ("DRP") University Interactions framework contract between NDA and NNL dated 1 April 2020.

University Agreement Reference: NNL/UA/****

TEMPLATE

UNIVERSITY STUDENTSHIP AGREEMENT

THIS AGREEMENT dated [.....] 202[] is made **BETWEEN:**

- (1) **NATIONAL NUCLEAR LABORATORY LIMITED** incorporated and registered in England and Wales with company number 3857752 whose registered office is at Chadwick House, Warrington Road, Birchwood Park, Warrington, Cheshire WA3 6AE ("**NNL**");
- (2) **NUCLEAR DECOMMISSIONING AUTHORITY** whose registered office is at Herdus House, Westlakes Science & Technology Park, Moore Row, Cumbria, CA24 3HU, United Kingdom ("**NDA**"); and
- (3) **UNIVERSITY OF ****** incorporated by Royal Charter, a charitable body registered in England and Wales with registration number **** and having its Principal Office at **** ("**University**")

BACKGROUND

- (A) The University has applied to NDA to carry out the Project (as defined below).
- (B) NNL has entered into a contract with NDA (the "**Head Contract**") in accordance with which NDA has agreed to place NNL in funds so that it can provide the funds to the University in accordance with this Agreement and NNL may also assist NDA in the management of the activities under this Agreement. As between NDA and NNL, NDA shall have ultimate responsibility for any decisions under this Agreement, but, generally, the communication of such decisions, correspondence in respect of them and the "day to day contact" with the University will be by or through NNL.
- (C) This Agreement governs the Parties' collaboration in relation to the Project.

1. DEFINITIONS AND INTERPRETATION

Academic Publication or Publication:	disclosure of the Results in an abstract, article, poster, thesis, examination, dissertation, or paper, in a publication or presentation including at symposia, meetings, conferences, seminars, journals, or electronic medium;
Academic and Research Purposes:	research, teaching, and education;
Agreement:	this document, including its Schedules, as amended from time to time in accordance with clause 11.10;
Arising Intellectual Property:	means all Intellectual Property Rights that are identified or first reduced to practice or writing or developed in the course of the Project including the Results;
Background:	all Intellectual Property Rights which are provided by one Party (whether belonging to that Party or to a third party) to the other Party for use in the Project, and which are created before the Commencement Date of the Project or outside the scope of the Project;

Business Day:	Monday to Friday (inclusive) except bank or public holidays in England, Scotland, Wales and Northern Ireland;
Commencement Date:	as stated in Schedule 1, the date on which the Project is to start;
Confidential Information:	a Party's confidential information is: information relating to Background, Intellectual Property Rights, Know-how, products, formulations, specifications, manufacturing processes, research and development, uses, regulatory, technical, commercial, economic, business affairs and Shared Personal Data, disclosed under this Agreement to a Party which is designated as confidential or which by virtue of its character or the circumstances of its disclosure should be reasonably understood to be confidential, and models, samples and other things similarly so marked and includes the terms of this Agreement;
Equipment:	all samples, patterns, specifications, plans, drawings, Software, equipment or any other document or thing issued by or on behalf of NDA to the University in connection with this Agreement;
[External Funding:]	any funding or assistance provided for the Project or to a Party for use in the Project by any third party, including any state or public body; [Note: delete if no external funding]
Financial Contribution:	the cash contribution to be provided by NDA to NNL and thereby to the University as set out in Schedule 3;
[Funding Body:]	[Engineering and Physical Science Research Council/Innovate UK/BEIS] [Note: to be amended as required if a funding body is contributing to the project in addition to NDA]
[Funding Conditions:]	the terms on which the Funding Body provides any External Funding; [Note: to be included if a funding body is contributing to the project in addition to NDA]
Group Company:	in the case of NDA, includes Dounreay Site Restoration Limited, Low Level Waste Repository Ltd and Magnox Ltd, Radioactive Waste Management, Direct Rail Services (DRS). International Nuclear Services, Pacific Nuclear Transport (PNTL), NDA Archives, NDA Properties, Rutherford Indemnity and Sellafield Ltd ;
Intellectual Property Rights or IPR:	patents, Know-how, rights to inventions, trade marks, service marks, registered designs, copyrights and related rights, database rights, design rights, rights to

use and protect confidential information, in each case whether registered or unregistered, including rights to apply for and be granted applications for any of the above and any continuations, continuations-in-part, divisional applications, renewals or extensions of, and rights to claim priority from, those rights, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above;

Know-how:	unpatented technical information (including information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports, and submissions) which is not in the public domain;
Milestones:	as set out in the Project Plan;
NDA Contact	the person appointed by NDA to act as the contact for NDA as identified in Schedule 2 or such other person as may be notified to University;
NNL Contact:	the person appointed by NNL to act as the contact for NNL as identified in Schedule 2 or such other person as may be notified to University;
Party:	the University, NDA or NNL and together they are the Parties ;
Premises	the location(s) that the Project will be carried out identified in the Project Plan;
Project:	the programme of work described in the Project Plan;
Project Period:	the period described in clause 3.2;
Project Plan:	the Project Plan annexed to this Agreement as Schedule 1, as varied from time to time in accordance with clause 11.10;
Researcher Study Agreement	the agreement between the University and NNL which governs the access arrangements if the Researcher requires access to NNL Premises to carry out the Project. In the event of a conflict between the terms of the Researcher Study Agreement and this Agreement, the terms of this Agreement shall prevail;
Results:	all information, data, techniques, Know-how, results, inventions, discoveries, software, and materials (regardless of the form or medium in which they are disclosed or stored), and any IPR associated with any of the foregoing, which were identified or first reduced to

practice or writing or developed in the course of the Project;

Site Approval:

means:

- (a) landlord and regulatory consent;
- (b) NNL's or NDA's policies and procedures including, but not limited to:
 - (i) security;
 - (ii) health and safety;
 - (iii) where applicable, the terms of the Researcher Study Agreement; and
 - (iv) any other requirements notified to the University

that govern access to NNL's or NDA's Premises in respect of any:

- (a) visits;
- (b) work;
- (c) the Project

carried out at any of NNL's or NDA's Premises.

Student

identified in Schedule 2, or his or her successor appointed under clause 2.9;

University Representatives

the Student, the University Supervisor and all other personnel, whether or not University employees, involved in the performance of the Project by or on behalf of University;

University Supervisor:

identified in Schedule 2, or his or her successor appointed under clause 2.9;

VAT:

value added tax chargeable under the Value Added Tax Act 1994, or any tax replacing that tax.

- 1.1 The headings in this Agreement are for ease of reference only; they do not affect its construction or interpretation.
- 1.2 References in this Agreement to **a person** include a natural person, corporate or unincorporated body (whether or not it has a separate legal personality).
- 1.3 A reference in this Agreement to a statute or statutory provision is a reference to it as amended, extended, or re-enacted from time to time and includes all subordinate legislation made from time to time under that statute or statutory provision.
- 1.4 Any words in this Agreement following the expression **including, include or in particular**, or any similar expression, are to be construed as illustrative and do not limit the sense of the words preceding that expression.

2. ORDER OF PRECEDENCE

- 2.1 NDA and NNL agree that if there is an inconsistency between any of the provisions of this Agreement and the provisions of the Head Contract, the provisions of this Agreement shall prevail.

3. THE STUDENT, UNIVERSITY SUPERVISOR, NDA CONTACT AND>NNL CONTACT

Appointment of the Student and the University Supervisor

- 2.1 The University shall appoint the Student to carry out the Project not later than two (2) months after the Commencement Date unless NDA (which may be via>NNL) has agreed in writing to extend this period, If the identity of the Student has not been agreed by the Parties by the Commencement Date, then before any appointment is made, the University will inform NDA (via>NNL) of the identity and qualifications of the potential Student. The University will consider any reasonable comments NDA may have in relation to the appointment of the potential Student.
- 2.2 The Parties agree that the Student and the University Supervisor are not parties to this Agreement, and that the University shall procure the written acknowledgement of the Student and the University Supervisor to the terms of this Agreement (in particular, Confidentiality, Intellectual Property, Publication, Schedule 4 and Schedule 7).
- 2.3 The University shall provide details to NDA (via>NNL) of all its representatives who will work with or support the Student to perform the Project or who will have access to any NDA Intellectual Property for NDA to approve. If NDA gives its approval in writing then the University will appoint the University Supervisor, who will be stationed at the University and who shall be responsible for supervising the performance of the University's obligations pursuant to this Agreement. The personal details of the University Representatives are set out in Schedule 2. For the avoidance of doubt, if NDA does not provide such approval, the University,>NNL and NDA will meet to discuss a proposal to identify a different supervisor.
- 2.4 The University shall ensure that the University Representatives are suitable and willing to carry out their obligations as set out in Schedule 1 and shall ensure that the University Representatives perform their obligations with all due care and diligence, in a professional and ethical manner and in accordance with any guidelines notified by NDA (via>NNL) to the University.
- 2.5 The University shall provide such information as NDA may reasonably require from time to time in connection with the University Representatives (and persons proposed as University Representatives) including details of their qualifications and experience.
- 2.6 If applicable, University Representatives will be required to have and maintain the necessary security clearance as notified by NDA or>NNL to the University from time to time.
- 2.7 The University shall permit>NNL and/or NDA reasonable access at all times to the University premises at which any part of the Project are being performed for the purpose of review and audit of the number, categories and qualification and experience of the University Representatives (and any other persons involved on the performance of any part of the Project).

Replacing University Representatives

- 2.8 The University shall inform NDA (via>NNL) immediately in writing in the event that (i) the University becomes aware that the Student may cease to be enrolled by the University; (ii) the Student ceases their studies or work on the Project for a period of two (2) months or longer or (iii) the University becomes aware that the University Supervisor will cease to be employed or engaged by the University; or (iv) if the University intends to withdraw a University Representative or has to replace a University Representative due to illness or death.
- 2.9 The University shall forward the details of any potential replacement(s) to>NNL and obtain NDA's prior written consent (such consent not to be unreasonably withheld or delayed) as to the suitability and adequacy of a replacement who must have a level of skills and experience comparable to that of the University Representative(s) being replaced. The University shall not permit anyone to

replace or act as the University Representatives unless NDA has previously agreed to the appointment in writing.

- 2.10 Without the prior written consent of NDA, the University shall not use any person or other third party to perform any part of the Project who is not expressly documented as a University Representative.
- 2.11 NDA shall have the right to require the removal of any University Representative whose performance or conduct is unsatisfactory and their replacement by another person possessing the required qualifications and experience.
- 2.12 No change of any University Representative shall result, directly or indirectly, in NDA or NNL being liable for any additional cost or expense whatsoever.

Obligations on University Representatives

- 2.13 All University staff, including University Representatives engaged by the University to carry out the Project shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of NDA's own staff to the extent that such rules, regulations and requirements are communicated to the University.
- 2.14 The University shall and shall procure that the University Representatives shall abide by:
 - 2.14.1 the terms of employment or engagement and any handbook and policies relating to (by way of illustration only and without limitation) performance, annual, sick or other leave and disciplinary procedures in respect of the University Supervisor;
 - 2.14.2 the terms of admission and enrolment and any handbook and policies relating to (by way of illustration only and without limitation) performance, attendance and disciplinary procedures in respect of the Student;
 - 2.14.3 the University's good research practice guidelines and any other relevant University policies and procedures when undertaking the Research;
 - 2.14.4 the obligations of security and confidentiality contained in this Agreement and any other requirements required by NNL in the interests of preserving security and confidentiality; and
 - 2.14.5 the terms of any Site Approval.

NNL and NDA Contacts

- 2.15 NNL shall appoint the NNL Contact whose details are set out in Schedule 2 and NDA shall appoint the NDA Contact whose details are set out in Schedule 2. In general, the NNL Contact shall be the University's first point of contact in respect of the Project .

3 CONDUCT OF THE PROJECT

Term of Project

- 3.2 The Project will begin on the Commencement Date and will continue until [the earlier of the withdrawal of the External Funding and] **[Note: delete if no external funding]** the Completion Date or any later date agreed in writing between the Parties, or until this Agreement is terminated in accordance with clause 10. If this Agreement is entered into after the Commencement Date, it will apply retrospectively to work carried out in relation to the Project on or after the Commencement Date.
- 3.3 The University will carry out the Project Plan (including meeting all listed Milestones) under and in accordance with the terms of this Agreement, and will provide the human and other resources,

Background, materials, facilities, and equipment which are its responsibility. The Project will be carried out under the direction and supervision of the University Supervisor. The Project will be carried out at the University as set out in Schedule 1.

Compliance with Laws

- 3.4 The University will obtain and maintain all regulatory and ethical licences, consents, and approvals necessary to allow it to carry out the tasks allotted to it in the Project Plan and will ensure that its employees and students involved in the Project observe the conditions attaching to such regulatory and ethical licences, consents and approvals.
- 3.5 In performing its obligations under this Agreement, the University shall and shall procure that the University Representatives shall and each of its servants, agents, sub-contractors or the servants of any such sub-contractors shall, comply with all applicable laws, statutes, regulations and codes from time to time in force including without limitations to the Anti-Terrorism Crime & Security Act 2001, Official Secrets Act 1989, Bribery Act 2010, and the Data Protection Legislation including in accordance with Schedule 5.
- 3.6 The University will ensure that its employees and students involved in the Project keep complete and accurate records of all research, development and other work carried out in connection with the Project and of all Results, signed by the people who obtained or made each Result and make such records available on request for NNL and/or NDA to inspect.
- 3.7 Each of the Parties will ensure that its staff and students (including in the case of NDA, any staff of any Group Company) involved in the Project, when working on or visiting the other Party's Premises, comply with the other Party's health and safety and security policies and procedures and, when accessing or using the other Party's information systems, comply with the other Party's information security policies and procedures, that are made available to the visiting staff and/or students. Each Party undertakes to maintain public liability indemnity insurance in respect of the other Party's staff and/or students' presence on their respective Premises.

NDA and/or NNL Premises for conducting the Project

- 3.8 [Subject to any necessary Site Approvals [and agreement of appropriate supervision], NNL and NDA agree to provide access to the Premises identified in the Project Plan at Schedule 1 for the Student to carry out the Project, for up to [INSERT DURATION] months.] **[Note: delete if the student will not be working at NNL NDA or NDA Group Premises]**

Reporting

- 3.9 The University shall provide and shall procure that the University Representatives shall provide NNL with regular progress reports on the Project as required by NDA and a final report ("Thesis") at the end of the Project.
- 3.10 The University shall provide to NDA (via NNL) a quarterly written progress report unless otherwise agreed in writing by the Parties in such form and addressing such issues as NDA may reasonably require, but which in any case shall detail progress in performance of the Project since the last such report.

Records and Audits

- 3.11 The University shall maintain full, true and accurate sets of accounts and records in connection with the Project and all transactions related to them in accordance with generally accepted accounting principles in the United Kingdom. All such accounts and records shall be retained by the University

for a period of not less than six (6) years after the completion or termination of this Agreement such records to be made available to NDA and NNL on request.

- 3.12 The University shall procure that the audit rights detailed in clause 3.11 are incorporated in any subcontracts entered into by the University for the purpose of this Agreement. If the audit, in NNL's opinion, acting reasonably, demonstrates that any incorrect payments have been made by NNL to the University, then NNL shall be entitled to adjust payments in accordance with the findings of the audit. This adjustment may require reimbursement of payments already made by NNL through the issue of a credit note from the University, or, subject to Clause 4, the payment by NNL to the University of any outstanding sums that are due for payment.
- 3.13 The University shall permit NNL and/or NDA reasonable access at all times to the University's premises at which any part of the Project is being carried out for the purposes of inspecting, monitoring and/or auditing the University's performance of this Agreement including, without limitation, compliance with the quality, safety and environmental requirements of this Agreement.
- 3.14 Where the Project involves the purchase, development or otherwise creation of tangible samples or other items of tangible property but not involving Equipment or Software or materials provided by NNL or NDA ("Samples") by or on behalf of the University, all such Samples shall immediately be the exclusive property of the University unless agreed otherwise in writing. The University shall be responsible for the risk in the Sample.

NDA or NNL Equipment and Software

- 3.15 The University acknowledges that, unless expressly stated to the contrary in this Agreement, all Equipment shall remain vested in NDA or NNL (or the third party that owns it) and the University (and any sub-contractor) shall not acquire any rights (including, without limitation, of ownership) over the Equipment.
- 3.16 The University agrees to use any Equipment supplied by NDA and/or NNL and any software or NDA's and/or NNL's Background solely for the purposes of this Agreement and in particular not itself or through any subsidiary, agent or third party to copy, adapt, reverse engineer, decompile, disassemble, redistribute, modify, vary, enhance, sell, lease, license, sub-license or otherwise deal with the Equipment, software or NDA and/or NNL's Background or any parts, variations, modifications, copies, releases, version or enhancements thereof.

4 FINANCIAL CONTRIBUTION

- 4.1 On behalf of NDA, NNL will pay the Financial Contribution to the University in accordance with Schedule 3. The University shall invoice NNL in accordance with the Payment Profile in Schedule 3. Invoices should be rendered to Accounts Payable, 5th Floor Chadwick House, Warrington Road, Birchwood Park, Warrington, Cheshire WA3 6AE quoting this Agreement number. Invoices will be paid thirty (30) days from the end of the month in which any invoice is dated.
- 4.2 NNL reserves the right to withhold any payment payable under clause 4.1 if the University or the University Representatives have not complied with their obligations contained in this Agreement, in particular if the University and University Representatives have not provided the quarterly written reports described in clause 3.10 for two quarters in a row.
- 4.3 The total liability of NNL for payments under this Agreement shall not exceed the amount stated in Schedule 3 excluding VAT.
- 4.4 NNL will pay the final staged payment as stated in Schedule 3 upon submission of the Thesis.
- 4.5 Unless any VAT exemption applies, all amounts payable to the University under this Agreement are exclusive of VAT which NNL will pay at the rate from time to time prescribed by law.

- 4.6 NNL and NDA shall have no obligation to make any payment hereunder, including upon any exploitation of the Results and/or Arising Intellectual Property, save as expressly provided by the terms of this Agreement.
- 4.7 Subject to Clause 5.7 and except as set out in the Project Plan, the University will own all equipment purchased or constructed by it, or for it, using the Financial Contribution or any External Funding.
- 4.8 The University shall be solely responsible for any payments (in whatever circumstances) to be made to the Student or other University Representatives pursuant to this Agreement. Neither NNL nor NDA shall have any responsibility to the University Supervisor, the Student or to any other employees of University in respect of any compensation under the relevant Patent Act or any payment obligations pursuant to this Agreement which shall be entirely the responsibility of University.

5 OWNERSHIP AND USE OF INTELLECTUAL PROPERTY RIGHTS

- 5.1 All Background Intellectual Property belonging to one Party is and shall remain the exclusive property of the Party owning it (or, where applicable, the third party from whom its right to use the Background Intellectual Property Right has derived).
- 5.2 NDA grants to the University a royalty-free, non-transferable, non-exclusive, licence to use its Background Intellectual Property for the sole purpose of the performance of the Project. The University grants to NDA a royalty-free, non-transferable, non-exclusive, licence to use its Background Intellectual Property for the sole purpose of the performance of the Project.
- 5.3 Arising Intellectual Property shall vest and be owned by the University.
- 5.4 The University shall be entitled to take such steps as it may decide from time to time, at its expense, to register and maintain any protection for the Intellectual Property Rights in the Arising Intellectual Property, including filing and prosecuting patent applications for any of such Arising Intellectual Property. The use, exploitation and enforcement of such Arising Intellectual Property shall be subject to the further terms of this Agreement.
- 5.5 The University hereby grants to the NDA and NDA Group Companies, a royalty-free, irrevocable, sublicensable (through multiple tiers), non-exclusive, right and licence to use its Arising Intellectual Property for the purpose of research and development including for Academic and Research Purposes.
- 5.6 Neither NDA nor the University has the capacity to exploit the Arising Intellectual Property and/or such Intellectual Property directly itself and will need to license it to a third party to further develop and commercialise it. Therefore, the NDA and the University will jointly identify licensees/manufacturers and decide key licence terms. NDA and the University will agree which Party will be the lead party for negotiations and will consult with the other Party in the course of such negotiations. Without the prior written consent of NDA, the Arising IP shall not be licensed, assigned or otherwise transferred to any entity other than to a company which is, and all its holding companies are, incorporated in a country of the UK.
- 5.7 The terms of any licence agreement with any third party provided for in Clause 5.6 above shall contain all such terms and conditions which are usual and customary in a licence agreement, including but not limited to liability, audit provisions, termination, governing law provisions. The apportionment between the NDA and the University of revenue received under any such licence agreement will be fair and reasonable in the circumstances and will be negotiated taking into account the scientific and financial contributions of NDA and the University to the Background Intellectual Property and Arising Intellectual Property being licensed. In the event that the NDA

and the University cannot agree such apportionment then it shall be set by an expert in accordance with Schedule 6. It shall be a term of any agreement with such third party that the NDA and any NDA Group Company will be able obtain equipment manufactured by such third party and incorporating such Intellectual Property at a reduced price taking into account their Financial Contribution, technical contribution and any commercialisation costs.

6 ACADEMIC PUBLICATION AND IMPACT

- 6.1 The Parties acknowledge that the University is undertaking the Project to pursue a primary charitable purpose of the University, which is the advancement of education through teaching and research.
- 6.2 NDA Background or Confidential Information may not be disclosed, or used, or published without prior written consent of NDA .
- 6.3 In all other cases, save for the Publication of the Thesis under clause 6.5, provided the University has followed the steps under this clause 6 the Student and University Supervisor may discuss work undertaken as part of the Project in University seminars, tutorials, and lectures; and publish any of the Results.
- 6.4 If the University wishes to make a Publication under clause 6.3, it will ensure that the NNL Contact and NDA Contact will be provided with copies of any proposed publication or presentation of Results at least forty five (45) days in advance of their submission to any third party. NNL and NDA may respond in writing within such time period with either approval of the proposed publication or presentation or comments on it. If NNL or NDA makes any comments on the proposed publication or presentation then the University shall reasonably consider them and determine whether any changes to the publication are necessary in the exercise of its academic and scientific discretion. In addition, if NNL and/or NDA consider that the proposed publication includes a disclosure that could jeopardise measures to protect any Arising Intellectual Property from the Project, then a request for delay in submission of the publication for a further eight (8) weeks, to allow Intellectual Property Rights protection to be procured or advice sought, shall be granted by the University. If NNL and/or NDA consider that the proposal or publication includes a disclosure that could jeopardise NDA's commercial interests or be a breach of national security, then either a request for a modification to the publication may be made, without which the results of the Project cannot be published or the Parties hereby agree that NNL and/or NDA can prohibit the disclosure of the publication in its entirety. Whilst NNL and NDA shall endeavour to keep any delay to a minimum, before consent is obtained from NNL and NDA, the University shall ensure that Results arising from the Project shall be maintained in confidence.
- 6.5 Nothing in this clause 6 shall prevent the Student from submitting for any University degree the Thesis or other submission including or based on their Results or other information from the Project, provided that the University procures that:
 - 6.5.1 the submission and examination of such Thesis or submission is carried out under conditions of confidentiality and non-use no less onerous than set forth in clause 7 below for the benefit of NDA, unless NDA otherwise agrees in writing; and
 - 6.5.2 in the event that Intellectual Property Rights may otherwise be lost, such Thesis or submission is placed on confidential restricted access within the library of University in accordance with its relevant procedures, unless NDA and NNL otherwise agree in writing.
 - 6.5.3 In all events, the University shall send to the NNL Contact the final draft of the Thesis for NDA's and NNL's review at least ten (10) days before the submission for the examination of such Thesis. Where material changes are made to said draft after being submitted for

review or further results added, such amendments or additions shall be sent to NDA and NNL in a timely fashion (in any event not later than ten (10) business days before disclosure to any external examiner).

- 6.6 Each of the Parties acknowledges and agrees that:
- 6.6.1 The University shall procure that any publication of the Results by it and/or the University Representatives shall be carried out strictly in accordance with the provisions of this clause 6.
 - 6.6.2 The University will ensure that, in all publications of Results, NDA's Financial Contribution and technical contribution to the work or Project is adequately acknowledged.
 - 6.6.3 The University shall ensure that any publications of the Results shall be (i) fair and (ii) not misrepresentative thereof and, in particular, (iii) such publications shall not bring NDA, any Group Company into disrepute, provided that in the case of (iii) this does not conflict with or restrict the principles of academic freedom and integrity.
 - 6.6.4 The University shall take NDA's and NNL's comments into account in relation to any Publication.
- 6.7 NDA and NNL acknowledges that the University is required by its funders to demonstrate the University's impact on society and agrees to provide to the University any information which the University reasonably requests in order to allow it to demonstrate that impact provided that, under or pursuant to this clause 6.7 the University will not be entitled to receive or disclose any of NDA's and/or NNL's Background, IPR, Confidential Information or any information which is Sensitive Nuclear Information or identifies or allows any living individual to be identified and the information requested and disclosed under or pursuant to this clause will be general in nature.
- 6.8 All enquiries from the press in connection with the Project shall be referred to the NNL Contact.

7 CONFIDENTIALITY

- 7.1 No Party will, disclose to any third party, nor use for any purpose except as expressly permitted by this Agreement, any of another Party's Confidential Information.
- 7.2 No Party (**the Recipient**) will be in breach of any obligation to keep any of another Party's Confidential Information confidential or not to disclose it to any other party to the extent that:
- 7.2.1 if it is received from the other Party, it is known to the Recipient or any Group Company (demonstrable by written records) before its receipt from the other Party, and not already subject to any obligation of confidentiality to the other Party; or
 - 7.2.2 it is or becomes publicly known without any breach of this Agreement or any other undertaking to keep it confidential; or
 - 7.2.3 it has been obtained by the Recipient or any Group Company from a third party in circumstances where the Recipient has no reason to believe that there has been a breach of an obligation of confidentiality owed to the other Party; or
 - 7.2.4 it has been independently developed by the Recipient or any Group Company without reference to the other Party's Confidential Information; or

- 7.2.5 it is disclosed (a) pursuant to the requirement of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 in accordance with clause 7.8 or (b) any other law or regulation pursuant to the order of any Court of competent jurisdiction or the requirement of any competent regulatory authority, and that, in each case where the law permits, the Party required to make that disclosure has informed the other, within a reasonable time after being required to make the disclosure, of the requirement to disclose and the information required to be disclosed and has taken into account the reasonable requests of the other Party in relation to the content of this disclosure; or
- 7.2.6 it is approved for release in writing by an authorised representative of the other Party.
- 7.3 In addition to clause 7.1, the University shall:
- 7.3.1 ensure that any Publication of work connected with the Project occurs in accordance with the provisions of clause 6 of this Agreement; and
- 7.3.2 disclose any Background, Know-how, and any other Confidential Information of NNL or NDA which is provided by NNL or NDA to the University for the purposes of the Project, only to those persons necessary for the purposes of the Project and only to the extent necessary for the proper performance of their duties.
- 7.4 NDA and NNL may disclose the Project, Results, Arising IPR, and University's Confidential Information to (as applicable) Group Companies' employees, in-house contractors and contracted service providers, who have a need to know this such information for the purpose of their involvement in any and all activities under this Agreement, provided that: (a) those employees, contractors and contract service providers have entered into written confidentiality and non-use commitments no less onerous than as set out in this Agreement; and (b) NDA or NNL (as appropriate) is liable for their compliance with the terms of this Agreement.
- 7.5 The University shall procure that the obligations in clauses 7.1, 7.2 and 7.3 are observed by its employees, officers and agents and by any other party retained by it, including the University Representatives and any other party who engages in the Project. In particular, the University shall procure that the University Representatives shall enter into an agreement acknowledging the confidentiality provisions contained in this Agreement (the form of which is set out in Schedule 7).
- 7.6 Each Party shall notify the other immediately if it becomes aware of any disclosure in breach of the obligations in this clause 7. At the request of a Party, the other Party will take such steps as are necessary to prevent further disclosure.
- 7.7 [No Party will be in breach of any obligation to keep any of another Party's Confidential Information, confidential or not to disclose it to any third party by disclosing it to the Funding Body in accordance with the Funding Conditions.] **[Note: delete if no external funding]**
- 7.8 If the University receives a request under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 to disclose any information which, under this Agreement, is NDA or NNL Confidential Information, it will notify NDA and/or NNL (as appropriate) and will consult with NDA and/or NNL (as appropriate) promptly and before making any disclosure under that Act or those Regulations. The University will, where appropriate, take legal advice regarding the availability and applicability of any exemptions and any other options available, and will notify NDA and/or NNL (as appropriate) of the intended response to that request. NDA and/or NNL (as appropriate) will respond to the University within 10 business days after receiving the University's notice if that notice requests NDA and/or NNL (as appropriate) to provide information to assist the University to determine whether or not an exemption to the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 applies to the information requested under that Act or those Regulations. NDA and/or NNL (as appropriate) may make representations in relation to that request and the proposed response and may request amendments to the proposed response. NDA

and/or NNL (as appropriate) may request in writing within 10 business days after receiving the University's notice given under this clause 7.8 that except in order to comply with any court order or any decision of the Information Commissioner or the Information Tribunal, the University will not disclose any information which, under this Agreement, is NDA and/or NNL Confidential Information in response to a request under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004. In any disclosure under this clause, University shall disclose information only as and to the extent required by said court order or authority. Notwithstanding, the University shall be responsible for breach of the obligations under this Section 6 to the extent it discloses NDA and/or NNL Confidential Information that it is not obligated to disclose under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

- 7.9 No Party will use another Party's name, or the name of any personnel provided by one Party or another Party's logo in any press release or product advertising, or for any other promotional purpose, without first obtaining the other Party's written consent, provided that NDA can use NNL's name or logo in connection with any publicity in respect of the Project without the consent of NNL.
- 7.10 Upon the Discloser's written request, the Recipient shall return all Confidential Information to the Discloser, including any copies thereof, any samples furnished by the Discloser, and any documents created by the Recipient containing Confidential Information. One (1) copy of the Confidential Information may be retained by Recipient for archival purposes and possible legal proceedings regarding this Agreement. Recipient shall ensure that the copy of the Confidential Information will be retained in a way that preserves its confidentiality in accordance with this Agreement.

8 WARRANTIES AND LIMITATION OF LIABILITY

- 8.1 Each of the Parties warrants to the other that it has full power and authority under its constitution, and has taken all necessary actions and obtained all authorisations, licences, consents, and approvals, to allow it to enter into and perform this Agreement.
- 8.2 The University warrants that it has not, prior to the Commencement Date, entered into any agreement, arrangement, joint venture, collaboration, competitive project or other dealing with any other person or body which would or might affect, conflict with or prejudice this Agreement or the rights of NNL or NDA under it, or which would or might prejudice the general objectives of the Project, and that none of its employees, officers, agents or other persons engaged in the Project (including, without limitation, the Student and University Supervisor) has done so.
- 8.3 Although the University will use reasonable endeavours to carry out the Project in accordance with the Project Plan, the University does not undertake that any research will lead to any particular result, nor does it guarantee a successful outcome to the Project.
- 8.4 [Each of the Parties will if it is a party to the Funding Conditions, comply with its obligations under the Funding Conditions;
- 8.4.1 carry out the Project in accordance with the Funding Conditions; and
- 8.4.2 notify the other Party in accordance with clause 11.1 immediately if it receives any notice or request from the Funding Body.] **[Note: delete if no external funding]**
- 8.5 NDA, NNL and any NDA Group Company shall not be liable to the University in respect of any bodily injury or any damage to property sustained by an employee or student of the University, either to work or attend at NDA's or NNL's or NDA Group Company's Premises, unless such injury

- or damage is caused by the negligence of NDA or NNL or such NDA Group Company's servants, agents or sub-contractors.
- 8.6 The University shall not be liable to NDA or NNL in respect of any bodily injury or damage to property sustained by the Student or employee of NDA or NNL, either to work or attend at the University's sites, unless such injury or damage is caused by the negligence of the University, its servants, agents or sub-contractors.
- 8.7 Except under clause 8.8, none of the Parties makes any representation or gives any warranty to the other that any advice or information given by it or any of its employees or students who work or have worked on the Project, or the content or use of any Results, Background, Confidential Information or materials, works or other information provided in connection with the Project, will not constitute or result in any infringement of third-party rights.
- 8.8 Each Party warrants that, as far as it is aware, it has the right to use its Background, documentation, Equipment, software or any other material, information or items used by it or its employees, students and/or agents in performance of this Agreement and the University warrants that, as far as it is aware, the activities to be carried out in respect of the Project will not infringe any Intellectual Property Rights or other right of any third party.
- 8.9 No Party accepts any liability or responsibility for any use which may be made by another Party of any of the Results, nor for any reliance which may be placed by that other Party on any of the Results, nor for advice or information given in connection with any of the Results.
- 8.10 Subject to clause 8.12, the liability of each Party to the other for any breach of this Agreement, any negligence or arising in any other way out of the subject matter of this Agreement, the Project, and the Results, will not extend to:
- 8.10.1 any indirect damages or losses; or
- 8.10.2 any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity, whether direct or indirect,
- 8.10.3 pure economic loss, special, exemplary, incidental or consequential damages arising under or pursuant to this Agreement even if the Party bringing the claim has advised the other of the possibility of those losses, or if they were within the other Party's contemplation.
- 8.11 Subject to clause 8.12, the aggregate liability of each Party to the other Parties for all and any breaches of this Agreement, any negligence or arising in any other way out of the subject matter of this Agreement, the Project, and the Results, will not exceed the greater of (a) £75,000 and (b) [twice] the amount of the Financial Contribution, and any one or more claims shall not expand the preceding limitation.
- 8.12 Nothing in this Agreement limits or excludes either Party's liability for:
- 8.12.1 death or personal injury;
- 8.12.2 any fraud or for any sort of liability that, by law, cannot be limited or excluded;
- 8.12.3 any loss or damage caused by a deliberate breach of this Agreement.
- 8.13 The express undertakings and warranties given by the Parties in this Agreement are in lieu of all other warranties, conditions, terms, undertakings, and obligations, whether express or implied by statute, common law, custom, trade usage, course of dealing or in any other way. All of these are excluded to the fullest extent permitted by law.

9 FORCE MAJEURE

If the performance by a Party of any of its obligations under this Agreement (except a payment obligation) is delayed or prevented by circumstances beyond its reasonable control, that Party will not be in breach of this Agreement because of that delay in performance. However, if the delay in performance lasts more than 3 months, the other Party may terminate this Agreement with immediate effect by giving written notice to the Party whose performance is delayed or prevented.

10 TERMINATION

- 10.1 The University or NDA may terminate this Agreement with immediate effect by giving 30 days written notice to the other Parties if the University or NDA:
- 10.1.1 commits a material breach of any of its obligations under this Agreement which is incapable of remedy and material breaches of the University shall include breach of any of its obligations under any of the clauses in Section 6 or 7;
 - 10.1.2 fails to remedy, where it is capable of remedy, or persists in any breach of any of its obligations under this Agreement (save as to payment) after having been required in writing to remedy or desist from such breach within a period of thirty (30) days; or
 - 10.1.3 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 Party's assets, or if the other Party makes any arrangement with its creditors.
- 10.2 If the Parties cannot agree on a replacement University Representative under Clause 2.9, the University or NDA may terminate this Agreement by giving the other Parties not less than 3 months' notice.
- 10.3 NDA may terminate this Agreement at any time provided NDA complies with clause 10.6, by giving not less than 3 months' notice to the University.
- 10.4 Clauses 1, 5, 6, 7, 8, 10 and 11 will survive the completion of the Project or the termination of this Agreement for any reason and will continue in full force and effect indefinitely or, in the case of clause 6, in accordance with clause 6.1. Expiration or termination of this Agreement for any reason shall not release any Party from any liability or obligation which, at the time of such termination, has already accrued to that Party or which is attributable to a period prior to such expiration or termination nor preclude any Party from pursuing any rights and remedies it may have hereunder or at law or in equity with respect to any breach of this Agreement.
- 10.5 On termination of this Agreement, the University shall immediately and at its own expense:
- 10.5.1 safely return to NDA and NNL all property and Confidential Information of NDA and/or NNL and including any Equipment or software then in its possession or control; and
 - 10.5.2 provide NDA (via NNL) with full written details of the Results and a copy of the Thesis and of methods used in the Project, insofar as they have not already been provided.
- 10.6 On the termination of this Agreement, subject to clause 10.8, NNL will pay the University for all work done before termination and not covered by the External Funding. If termination occurs pursuant to clause 10.3, NNL will reimburse the University for all costs and expenses which the University has incurred or agreed to incur and which the University is unable to cancel subject to Clause 10.8 and the University's duty to mitigate such costs.

- 10.7 If NNL has paid any of the Financial Contribution in advance and the whole of that contribution has not, by the end of the Project Period or the termination of this Agreement, been used by the University for the purposes for which that Financial Contribution was provided, the University will return to NNL (which NNL shall pay to NDA) the unused portion of that contribution.
- 10.8 Notwithstanding any other term hereof, the Parties agree that in no event shall NNL's payment obligations hereunder exceed that otherwise payable where this Agreement has been terminated under this Termination clause or otherwise and that NDA and NNL shall have no liability whatsoever relating to any termination, cancellation and/or suspension of the Project or this Agreement save as provided in the above clauses.

11 GENERAL

- 11.1 **Notices:** Any notice or other communication given to a Party under or in connection with this Agreement shall be in writing (in the case of NNL, marked for the attention of NNL's Procurement Representative and the case of NDA marked for the attention of the NDA Contact) and shall be (a) delivered by hand or by pre-paid first-class post or recorded delivery at its registered office (if a company) or its principal place of business (in any other case); or (b) sent by email to (i) in the case of the University, the email address of NNL's Procurement Representative and the NDA contact for this Agreement; or (ii) in the case of NNL and/or NDA, the University's email address supplied in correspondence relating to this Agreement.
- 11.2 Any notice or communication shall be deemed to have been received (a) if delivered by hand, on signature of a delivery receipt; or (b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second business day after posting (c) if sent by email, on the day of transmission.
- 11.3 Clause 11.1 does not apply to the service of any proceedings or other documents in any legal action (which shall be governed by the Civil Procedure Rules) or, where applicable, any arbitration or other method of dispute resolution.
- 11.4 **Assignment:** This Agreement is personal to the University which, except as expressly provided in this Agreement, may not, without the prior written consent of NDA and/or NNL, assign, sub-license, sub-contract, transfer or charge this Agreement or any part of it.
- 11.5 **Illegal/unenforceable provisions:** If the whole or any part of any provision of this Agreement is void or unenforceable in any jurisdiction, the other provisions of this Agreement, and the rest of the void or unenforceable provision, will continue in force in that jurisdiction, and the validity and enforceability of that provision in any other jurisdiction will not be affected.
- 11.6 **Waiver of rights** Failure of any Party to enforce or exercise, at any time or for any period, any term of this Agreement, does not constitute, and shall not be construed as, a waiver of such terms and shall not affect any future right to enforce such term or any other term in this Agreement.
- 11.7 **No agency:** Nothing in this Agreement creates, implies, or evidences any partnership or joint venture between the Parties, or the relationship between them of principal and agent. No Party has any authority to make any representation or commitment, or to incur any liability, on behalf of the other.
- 11.8 **Entire agreement:** This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and supersedes any prior agreement, understanding or arrangement between the Parties, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or implied from anything said or written in negotiations between the Parties prior to this Agreement except as expressly stated in this Agreement. Neither party shall have any remedy in respect of any untrue statement

made to it on which it has relied in entering into this Agreement (unless such untrue statement was made fraudulently) and that Party's only remedy shall be for breach of contract as provided in this Agreement.

- 11.9 **Further assistance:** Each Party will take any action and execute any document reasonably required by another Party to give effect to any of its rights under this Agreement, or to enable the registration of any intellectual property rights in any relevant territory provided the Party making the request pays the other Party's reasonable expenses.
- 11.10 **Amendments:** No variation or amendment of this Agreement will be effective unless it is made in writing and signed by each Party's representative.
- 11.11 **Third parties:** No one except a Party has any right to prevent the amendment of this Agreement or its termination, and no one except a Party may enforce any benefit conferred by this Agreement, unless this Agreement expressly provides otherwise.
- 11.12 **Governing Law:** This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation are governed by, and this Agreement is to be construed in accordance with, the law 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).
- 11.13 **Escalation:** If the Parties are unable to reach agreement on any issue concerning this Agreement within fourteen (14) days after one party has notified the other of that issue, they will refer the matter to **INSERT OFFICER** in the case of the University, and to NDA's **[INSERT OFFICER]** in the case of NDA and NNL's Head of Procurement in the case of NNL in an attempt to resolve the issue within fourteen (14) days after the referral. Either party may bring proceedings in accordance with clause 11.12 if the matter has not been resolved within that fourteen (14) day period, and either party may apply to the court for an injunction including in order to protect its Intellectual Property Rights or Confidential Information, whether or not any issue has been escalated under this clause.
- 10.14 **Counterparts:** This Agreement may be executed in any number of counterparts. Once it has been executed and each Party has executed at least one counterpart, each counterpart will constitute a duplicate original copy of this Agreement. All the counterparts together will constitute a single agreement. The transmission of an executed counterpart of this Agreement (but not just a signature page) by e-mail (such as in PDF or JPEG) will take effect as the delivery of an executed original counterpart of this Agreement.

SIGNED for and on behalf of the University:

SIGNED for and on behalf of NDA:

Name

Name

Title

Title

Signature

Signature

Date

Date

SIGNED for and on behalf of NNL:

Name

Title

Signature

Date

**Read and Understood by the University
Supervisor:**

Name

Signature

Date

Read and Understood by the Student:

Name

Signature

Date

SCHEDULE 1

Project Plan

Project reference number (PRN)	
NDA Purchase order number (PON)	
NNL Purchase order Number	
NNL Project Reference Number	
Project Title	
Commencement Date	
Completion Date:	
Duration of the Project: From Commencement Date until Completion Date	
University Department	
Project Objectives	
Work Plan and Timetable (including Milestones)	<i>[Note: this should be a detailed project plan that can be annexed to this schedule]</i>
Conduct of Project by Student at NDA or NNL Premises	Premises: Start date at Premises: End date at Premises: Total duration at Premises not to exceed:
Dates for and formats of interim reports and Thesis by the University to NDA and NNL	Full written report of all work conducted, said report to be submitted on the anniversary of the Commencement Date.

SCHEDULE 2

University Representatives and NDA Contact

University Representatives

Student	
Name:	*****
Address:	*****

University Supervisor	
Name:	*****
Address:	*****

NDA Contact

NDA Contact	
Name:	*****
Address:	*****

NNL Contact	
Name:	*****
Address:	National Nuclear Laboratory Limited 5 th Floor, Chadwick House, Warrington Road, Birchwood Park, Warrington WA3 6AE

SCHEDULE 3

Payment Profile

Payment Commencement Date: ****

Payment End Date: ****

Payment Terms: Half yearly, 6 monthly in arrears – final payment to be made upon submission of Thesis

Payment Profile: *[Note: ensure that it is clear if any payments are linked to Milestones in the Project Plan]*

****	****
****	****
****	****
****	****
****	****
****	****
****	****
TOTAL	****

SCHEDULE 4

Student Terms

The University shall procure that the Student agrees to each of the following:

1. The Student's participation in the Project shall be as **student of the University** and subject to the terms and conditions as stated in this Schedule 4 and elsewhere in this Agreement.
2. Notwithstanding the duration of any period spent at any facility (including the Premises) of NDA's or of NDA's Group Company or of NNL's, all work to be carried out by Student pursuant to this Agreement shall be as an independent contractor, and nothing in this Agreement shall cause, or be construed so as to cause, Student to be an employee or agent of NDA or any of its Group Companies or NNL. Any alteration of the Student's status to an employee of NDA or one of its Group Companies or NNL shall not be valid unless expressly agreed in writing and signed by duly authorised officers of NDA or the relevant Group Company or NNL, as the case may be.
3. NDA and NNL shall have no liability:
 - (a) to the Student in respect of any compensation under the Patents Act 1977 or employment regulations and laws.
 - (b) for paying any stipend, salary, and other benefits to the Student otherwise to the extent stated in this Agreement.
 - (c) for paying any PAYE deductions, income tax liabilities, National Insurance, VAT, other statutory charges, or similar contributions arising out of or relating to this Agreement or the Student's participation in the Project.
 - (d) for annual leave, maternity or paternity leave, holiday pay, sick pay, pension or any other similar entitlement of the Student and the Student shall not be entitled to any pension, bonus, or other fringe benefits from NDA or NNL.
4. When conducting the Project, the Student shall comply with all of the University Codes of Conduct and shall not infringe third party Intellectual Property Rights. Where compliance with any of the foregoing is not possible, the University shall procure that the Student shall promptly notify NDA and NNL thereof and give full details as to why such compliance is not possible.
5. When conducting the Project, or visiting, at any facility (including the Premises) of NDA or its Group Company or NNL, the Student shall comply with all NDA's or NNL's (as applicable) rules and regulations on display or as notified and/or all instructions given by NDA employees or NNL employees (as applicable) and, at all times, shall act in a responsible manner and display respectful and acceptable behaviour.
6. NDA and NNL shall incur **no liability** for loss or damage sustained by the Student except where it arises as a result of the negligence, fraud, or wilful default on NDA's or NNL's part.

Signed in acknowledgement by the Student:

Type Name:

Signature:

Date:

SCHEDULE 5

Data Protection Legislation

NDA and NNL are committed to protecting the privacy and security of your personal information. Your data will be processed in accordance with the UK General Data Protection Regulations (UK GDPR) and the Data Protection Act 2018 (DPA 2018). You have a number of rights in relation to your data. If you want to exercise any of these rights then you can do so by contacting the NDA's Data Protection Officer (DPO) at dpo@nda.gov.uk and/or NNL's DPO at d.po@uknnl.com. Further information is also available in our Privacy Notices, available on our websites. If you are dissatisfied with the way we have processed your data you may also contact the Information Commissioner's Office (ICO).

The definitions below will have the following meaning:

"Shared Personal Data" means any Personal Data provided by one Party to another Party, relating to [add what personal data will be shared];

"Personal Data" as defined under applicable Data Protection Legislation;

"Process" and "Processes" have the meaning given to them in the UK GDPR;

"UK GDPR" has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018;

"Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 ("DPA 2018") (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Shared Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

Each Party must comply with UK Data Protection Legislation at all times during the Term of this Agreement.

This Schedule sets out the arrangements for the sharing of Shared Personal Data between the Parties as controllers. Each Party acknowledges that one Party ("the Data Discloser") will regularly disclose to the other Party Shared Personal Data collected by the Data Discloser for the Agreed Purposes:

- a. Each Party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one Party shall, if not remedied within thirty (30) days of written notice from the other Party, give grounds to the other Party to terminate this Agreement with immediate effect.
- b. Each Party shall:
 - i. ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to any permitted recipients for the Agreed Purposes

- ii. process the Shared Personal Data only as strictly necessary to fulfil the Purpose;
- iii. ensure that any permitted recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) to ensure compliance with the terms of this Agreement;
- iv. ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Shared Personal Data and against accidental loss or destruction of, or damage to, the Shared Personal Data;
- v. shall **not** disclose or transfer that Shared Personal Data outside the UK without the prior written consent of the Data Discloser and without putting in place such safeguards as the Data Discloser shall require;
- vi. assist the other Party in complying with all applicable requirements of the Data Protection Legislation. In particular, each Party shall:
 - 1. consult with the Data Discloser about any notices given to data subjects in relation to the Shared Personal Data where appropriate to do so;
 - 2. provide the Data Discloser with reasonable assistance in complying with any data subject request to enforce rights pursuant to Data Protection Legislation (including without limit Articles 15 to 21 of UK GDPR);
 - 3. not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the Data Discloser wherever possible;
 - 4. assist the Data Discloser in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, Personal Data breach notifications, data protection impact assessments and consultations with the Information Commissionaire or supervisory authorities or regulators (as applicable);
 - 5. notify the Data Discloser without undue delay on becoming aware of any breach of the Data Protection Legislation;
 - 6. at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this Agreement unless required by law to store the Shared Personal Data and require any permitted recipients to do the same;
 - 7. use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from data transfers of the Shared Personal Data;
 - 8. maintain complete and accurate records and information to demonstrate its compliance with clause 24 and allow for audits by the Data Discloser or their designated auditor; and
 - 9. provide the Data Discloser with the contact details for all issues arising out of the Data Protection Legislation. In the case of NNL this is: The Data Protection Officer (email: D.PO@uknnl.com, post: Chadwick House, Warrington Road, Birchwood Park, Warrington, Cheshire WA3 6AE).

- c. The Parties may agree in writing to revise Schedule 5 to take account of any guidance issued by the Information Commissioner.

Schedule 6

Expert Determination

1. NDA and the University shall agree on the appointment of an independent Expert and shall agree with the Expert the terms of their appointment.
2. If the NDA and the University are unable to agree on an Expert or the terms of their appointment within seven days of either Party serving details of a suggested expert on the other, either such Party shall then be entitled to request [Licensing Executives Society] to appoint an Expert of repute with international experience in licensing of [] and for the [Licensing Executive Society] to agree with the Expert the terms of appointment.
3. The Expert is required to prepare a written decision including reasons and give notice (including a copy) of the decision to the NDA and the University within a maximum of two months of the matter being referred to the Expert.
4. If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this clause then:
 - (a) either Party may apply to [Licensing Executives Society] to discharge the Expert and to appoint a replacement Expert with the required expertise; and
 - (b) this clause shall apply to the new Expert as if they were the first Expert appointed.
5. All matters under this clause must be conducted, and the Expert's decision shall be written, in the English language.
6. NDA and the University are entitled to make submissions to the Expert including oral submissions and will provide (or procure that others provide) the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision.
7. To the extent not provided for by this clause, the Expert may in their reasonable discretion determine such other procedures to assist with the conduct of the determination as they consider just or appropriate.
8. The Expert shall act as an expert and not as an arbitrator. The Expert's written decision on the matters referred to them shall be final and binding on NDA and the University in the absence of manifest error or fraud.
9. The Expert may direct that any legal costs and expenses incurred by a Party in respect of the determination shall be paid by the other Party to the determination on the general principle that costs should follow the event, except where it appears to the Expert that, in the circumstances, this is not appropriate in relation to the whole or part of such costs. The Expert's fees and any costs properly incurred by them in arriving at their determination (including any fees and costs of any advisers appointed by the Expert) shall be borne by the Parties equally.
10. All matters concerning the process and result of the determination by the Expert shall be kept confidential among the Parties and the Expert.
11. Each of NDA and the University shall act reasonably and co-operate to give effect to the provisions of this clause and otherwise do nothing to hinder or prevent the Expert from reaching their determination.
12. The Expert shall have no liability to the Parties for any act or omission in relation to this appointment, save in the case of bad faith.

Schedule 7

Intellectual Property and Confidentiality Agreement

University agreement number NNL/UA/*****

Project: *****

I ***** a student/employee at the University of ***** confirm that I will be working on the project entitled ***** which is subject to an agreement between the Nuclear Decommissioning Authority, National Nuclear Laboratory Limited and University of ***** which is dated ***** (“the Agreement”). A copy of the Agreement has been provided for my reference.

In consideration of my working and participating on the above project under the supervision of *****, I agree to abide by the terms and conditions of the above referenced Agreement. In particular I agree that title to all Intellectual Property shall remain with or pass to the University of ***** and I will execute all formal documents necessary or desirable in order to assign to the University of ***** such Intellectual Property rights. Intellectual Property means all intellectual and industrial property rights including without limitation patents, know-how, trade marks, registered designs, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trade marks and copyright (including, without limitation, copyright in drawings, plans, specifications, designs and computer software), database rights, topography rights, any rights in any invention, discovery or process, in each case in the United Kingdom and all other countries in the world.

In addition to the above, I acknowledge that the University of ***** has explained the obligations of confidentiality, publication and security in the above referenced Agreement and I agree to abide by these terms and that all information which is disclosed to me during the course of the Project will be treated as confidential. I also agree that such information shall only be used for the purposes of conducting the Project.

Agreed and signed by the Student/Employee:

Witnessed by:

Signature:

Signature:

Name:

Name:

Date:

Date:

The information provided pursuant to this Agreement may include personal data and sensitive personal data which will be processed by the Parties in accordance with Schedule 5. NDA and NNL are committed to protecting the privacy and security of your personal information. Your data will be processed in accordance with the UK General Data Protection Regulations (UK GDPR) and the Data Protection Act 2018 (DPA 2018). You have a number of rights in relation to your data. If you want to exercise any of these rights then you can do so by contacting the NDA's Data Protection Officer (DPO) at dpo@nda.gov.uk and/or NNL's DPO at d.po@uknnl.com. Further information is also available in our Privacy Notices, available on our websites. If you are dissatisfied with the way we have processed your data you may also contact the Information Commissioner's Office (ICO).

