THIS AGREEMENT dated 20th day of July 2018

is made

BETWEEN:

(1) THE UNIVERSITY OF SOUTHAMPTON, whose administrative offices are at University Road Highfield Southampton Hampshire SO17 1BJ (the University); and

(2) Name Here, a company whose registered office is at Address to be added here (the Company)

each a “Party” and together the “Parties”.

1. DEFINITIONS

In this Agreement the following expressions have the meaning set opposite:

Academic Publication: the publication of an abstract, article or paper in a journal, or its presentation at a conference, seminar, or open day (to the public and/or undergraduate recruitment); and in clause 5 “to Publish” and “Publication” are to be construed as references to Academic Publication;

this Agreement: this document, including its Schedules, as amended from time to time in accordance with clause 10.9;

Background: information, techniques, Intellectual Property, Know-how, software and materials (regardless of the form or medium in which they are disclosed or stored) that are provided by one Party to the other for use in the Project (whether before or after the date of this Agreement), except any Result;

a Business Day: Monday to Friday (inclusive) except bank or public holidays in England;

Confidential Information: each Party’s confidential information is: any Background or information disclosed by that Party to the other for use in the Project and identified as confidential before or at the time of disclosure; and any Results in which that Party owns the Intellectual Property;

the Effective Date: 1st October 2018;

the Hardware: Equipment, components and/or materials procured, built and/or assembled by the Students for purposes of the Project.
Intellectual Property: patents, trade marks, service marks, registered designs, copyrights, database rights, design rights, confidential information, applications for any of the above, 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;

the Key Personnel: the University Supervisor and the Company Supervisor and any other key personnel identified in Schedule 1;

Know-how: unpatented technical information (including, without limitation, 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) that is not in the public domain;

the Location of Project Work: primarily University premises;

the Project: the specification of work described in Schedule 1, as amended from time to time in accordance with clause 10.9 and carried out by undergraduate students as a group design project for ELEC6200;

the Project Period: the period described in clause 2.1;

the Results: all information, Know-how, results, inventions, software and other Intellectual Property identified or first reduced to practice or writing in the course of the Project, excluding Hardware. The results will be available in a formal report including an appendix (electronic format) with for instance but not exclusively data, code.

the Company Supervisor: Gordon Paul or the successor appointed under clause 9.2

the University Research Team: Those registered undergraduate students of the University of Southampton whose names are set out in Schedule 1 and under the supervision of the University Supervisor during the period of the Project and any other undergraduate students and University staff who may be involved with the project from time to time.

the University Supervisor (1st Examiner): Academic Supervisor's name or the successor appointed under clause 9.2

the University 2nd Examiner: Second Examiner's name or the successor appointed under clause 9.2
2. **THE PROJECT**

2.1 The Project began on the Effective Date and will continue until 1st July 2019 or until any later date agreed in writing between the Parties, or until this Agreement is terminated in accordance with clause 8 or 9. If this Agreement is entered into after the Effective Date, it will apply retrospectively to work carried out in relation to the Project on or after the Effective Date.

2.2 Each of the Parties will carry out the tasks allotted to it in Schedule 1, and will provide the human resources, materials, facilities and equipment that are designated as its responsibility in Schedule 1. The Project will be carried on under the direction and supervision of the University Supervisor and the Company Supervisor. The Project will be carried out at the Location. Any component parts or materials being provided by the Company to the University for the purpose of the Project will be made available AS-IS and as an in-kind contribution.

2.3 The Company Supervisor shall be responsible for producing an outline requirement specification together with an identification of all associated resources. The University research team will produce a project brief which shall be agreed with the Company supervisor within fourteen (14) days of the Effective date.

2.4 Members of the University Research Team will produce an outline plan of the research they are to undertake in the Project which will be approved and broken down into tasks and allocated to members of the University Research Team under the supervision of the University Supervisor. The outline plan and tasks (Project Specification) will be subject to the agreement of the Company supervisor.

2.5 Meetings will be held with the members of the University Research Team, the University Supervisor and the Company Supervisor and such other Company personnel as the Company Supervisor shall delegate.

2.6 Although the University will use reasonable endeavours to carry out the Project in accordance with Schedule 1, The University does not undertake that any research will lead to any particular result, nor does it guarantee a successful outcome to the Project.

2.7 The Company will use its reasonable endeavours to carry out its part of the Project in accordance with Schedule 1, The Company does not undertake that any work carried out will lead to any particular result, nor does it guarantee a successful outcome to the Project.

3. **USE AND EXPLOITATION OF INTELLECTUAL PROPERTY**

3.1 This Agreement does not affect the ownership of any Intellectual Property in any Background or in any other technology, design, work, invention, software, data, technique, Know-how, or materials that are not Results. The Intellectual Property in them will remain the property of the Party that contributes them to the Project (or its licensors). No licence to use any Intellectual Property is granted or implied by this Agreement except the rights expressly granted in this Agreement.

3.2 Each Party grants the other a royalty-free, non-exclusive licence to use its Background for the purpose of carrying out the Project, but for no other purpose. Neither Party may grant any sub-licence to use the other's Background.

3.3 The Company will own the Intellectual Property in the Results. The Company shall decide if it is appropriate to register and maintain any protection for that Intellectual Property in the Results, including filing and prosecuting patent applications or design rights for any of the Results at the Company’s sole expense. Except as otherwise provided by agreement in writing between the
Parties, the full and unencumbered title to all Hardware purchased or constructed by the University for the Project shall vest entirely in the University.

3.4 Where any third party or student (such as a member of the University Research Team) is involved in the Project, the University will ensure that such third party or student shall assign to the University any Intellectual Property they may have in the Results in order to be able to give effect to the provisions of this clause 3.

3.5 Each of the Parties will notify the other promptly after identifying any Result that it believes is patentable or may be the subject of registered protection, and will supply the other with copies of that Result.

4. **GRANT OF RIGHTS**

4.1 Despite the ownership of the Intellectual Property in the Results granted under clause 3.3, the University and each employee and student of the University will have the irrevocable, royalty-free right to use the Results for the purposes of academic teaching and academic research including research projects that are sponsored by any third party, subject to any such use being notified to and approved in writing by the Company in order to avoid any potentially damaging disclosures that may be likely to affect the commercial prospects of the Company. The rights in this clause are subject to the rules on Academic Publication in clause 5.

5. **ACADEMIC PUBLICATION**

5.1 The Project is undertaken in pursuance of a primary charitable purpose of the University; that is the advancement of education through teaching and research. Therefore, any employee or student of the University may, subject to Clause 6.3 and provided the University has not received a Confidentiality Notice under clause 5.2:

5.1.1 discuss work undertaken as part of the Project in University seminars, tutorials and lectures; and

5.1.2 Publish any Background of the Company (unless it is the Company’s Confidential Information) or any of the Results.

5.2 The Students of the University Research Team will send electronic copies of the poster and presentation slides to the Company Supervisor and the Academic Supervisor on or before the date of the submission deadline of these assessed items. Both the Company Supervisor and the Academic Supervisor should provide a written response within fifteen (15) working days to the student members of the University Research Team either (i) giving agreement for the presentation of both documents for the final assessed presentation (to be attended by other students, academic staff as well as invited third parties (other external company representatives also engaged in projects for the Group Design Project) (ii) revisions to the document to enable presentation, or in exceptional cases, (iii) a request for a closed presentation of the presentation and poster.

5.3 The University will submit to the Company, in writing, details of any Results and any of the Company's Background that any employee or student of the University intends to Publish, at least thirty (30) Business Days before the date of the proposed Publication. The Company may, by giving written notice to the University ("a Confidentiality Notice"): require the University to delay the proposed Publication for a maximum of six (6) months after receipt of the Confidentiality Notice if, in the Company's reasonable opinion, that delay is necessary in order to seek patent or similar protection for any of the Company's Background or any Results that are to be Published;
or prevent the Publication of any of the Company's Background that is Confidential Information. The Company must give that Confidentiality Notice within thirty (30) Business Days after the Company receives details of the proposed Publication. If the University does not receive a Confidentiality Notice within that period, an employee or student may proceed with the proposed Publication, provided that, whether or not it has received a Confidentiality Notice, any of the Company's Background that is Confidential Information may not be published.

6. CONFIDENTIALITY

6.1 Subject to clause 5, neither Party will, either during the Project Period or for a period of 5 years after termination of this agreement, disclose to any third Party, or use for any purpose except as expressly permitted by this Agreement, any of the other Party's Confidential Information. It is recognised by both Parties that there is often a long lead time in the development and approval of projects such as this one and it is important that confidentiality is maintained indefinitely.

6.2 Neither Party will be in breach of any obligation to keep any Background, Results or other information confidential or not to disclose it to any other Party to the extent that it:

6.2.1 is known to the Party making the disclosure before its receipt from the other, and not already subject to any obligation of confidentiality to the other Party;

6.2.2 is or becomes publicly known without any breach of this Agreement or any other undertaking to keep it confidential;

6.2.3 has been obtained by the Party making the disclosure from a third Party in circumstances where the Party making the disclosure has no reason to believe that there has been a breach of an obligation of confidentiality owed to the other Party;

6.2.4 has been independently developed by the Party making the disclosure;

6.2.5 is disclosed pursuant to the requirement of any law or regulation (provided, in the case of a disclosure under the Freedom of Information Act 2000, none of the exceptions to that Act applies to the information disclosed) or the order of any Court of competent jurisdiction, and 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; or

6.2.6 is approved for release in writing by an authorised representative of the other Party.

6.3 The University will not be in breach of any obligation to keep any of the Company's Background that is not Confidential Information, or other information, confidential or not to disclose them to any third Party, by Publishing any of the same if the University has followed the procedure in clause 5.2 and has not received a Confidentiality Notice within the period stated in that clause.

6.4 If the University receives a request under the Freedom of Information Act 2000 to disclose any information that, under this Agreement, is the Company’s Confidential Information, it will notify the Company and will consult with the Company. The Company will respond to the University within 10 Business Days after receiving the University’s notice if that notice requests the Company to provide information to assist the University to determine whether or not an exemption to the Freedom of Information Act applies to the information requested under that Act.

7. WARRANTIES, LIABILITIES & INDEMNITIES
7.1 Each of the Parties acknowledges that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this Contract to the fullest extent permitted by law.

7.2 The University will use reasonable endeavours to ensure the Student(s) carries out the undergraduate Group Design Project (ELEC6200) with the reasonable care and skill commensurate with a research project of this nature and in accordance with good academic practice. The University does not warrant any particular Results or that any Intellectual Property in the Results will be achieved from the Project, nor that any Results and/or Intellectual Property in the Results obtained are fit for any particular purpose and shall not be liable for any loss or damage caused by Sponsor’s use of the same. The Sponsor shall be wholly responsible for the use to which it puts the Results or any Intellectual Property in the Results.

7.3 University shall be responsible for the health & safety of the student except when the student is present on the Sponsor premises and under Sponsor’s supervision when the health & safety shall be the responsibility of the Sponsor.

7.4 Except in the case of personal injury (including death) caused by the negligent or wilful act or omission of either party or their servants or agents, the aggregate liability to the other party will not exceed the total amount payable by the Sponsor to the University under this Contract. The liability of either party for any breach of this Contract will not extend to any indirect, incidental or consequential damages or losses including (without limitation) loss of profits.

8. **FORCE MAJEURE**

8.1 If the performance by either 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 is more than three (3) months, the other Party may terminate this Agreement with immediate effect by giving written notice.

9. **TERMINATION**

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

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

9.1.2 the other Party 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.

9.2 Each of the Parties will notify the other promptly if at any time any of the Key Personnel appointed by that Party is unable or unwilling to continue to be involved in the Project. Within fourteen (14) Business Days weeks after the date of that notice, the Party who originally appointed that member of the Key Personnel will nominate a successor. The other Party will not unreasonably refuse to accept the nominated successor, but if the successor is not acceptable to the other
Party on reasonable grounds, or if the appointor cannot find a successor, either Party may terminate this Agreement by giving the other not less than three (3) months' notice.

9.3 Subject to Clause 4.1 Clauses 1, 3.3, 3.5, 4-7 9.3, and 10 will survive the expiry of the Project Period or the termination of this Agreement for any reason and will continue indefinitely.

10. **GENERAL**

10.1 **Notices Method of Service:** Any notice to be given under this Agreement must be in writing, may be delivered to the other Party by any of the methods set out in the left hand column below, and will be deemed to be received on the corresponding day set out in the right hand column:

<table>
<thead>
<tr>
<th>Method of Service</th>
<th>Deemed day of receipt</th>
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<tbody>
<tr>
<td>By hand or courier</td>
<td>the day of delivery</td>
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<tr>
<td>By pre-paid first class post</td>
<td>the second Business Day after posting</td>
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<tr>
<td>By recorded delivery post</td>
<td>the next Business Day after posting</td>
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<tr>
<td>By electronic mail</td>
<td>the day of transmission (receipt of any important</td>
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<td>communication must be confirmed by return electronic mail</td>
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<td>and the absence of such receipt shall be taken by the</td>
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<td>originating party as evidence that the original message</td>
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<td>has not been received).</td>
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10.2 **Notices Representatives:** The Parties' respective representatives for the receipt of notices are, until changed by notice given in accordance with this clause, as follows:

For the University:  
Name: Dr Tracy Melvin, Module Leader for Head of School Electronics and Computer Science  
Address: University of Southampton Highfield, Southampton SO17 1BJ

For the Company:  
Name:  
Address:

10.3 **Assignment:** Neither Party may assign or transfer this Agreement as a whole, or any of its rights or obligations under it, without first obtaining the written consent of the other Party. That consent may not be unreasonably withheld or delayed.

10.4 **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.

10.5 **Waiver of rights:** If a Party fails to enforce, or delays in enforcing, an obligation of the other Party, or fails to exercise, or delays in exercising, a right under this Agreement, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any
waiver of any provision of this Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.

10.6 **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. Neither Party has any authority to make any representation or commitment, or to incur any liability, on behalf of the other.

10.7 **Entire agreement:** This Agreement constitutes the entire agreement between the Parties relating to its subject matter. Each Party acknowledges that it has not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement. Each Party waives any claim for breach of this Agreement, or any right to rescind this Agreement in respect of any representation which is not an express provision of this Agreement. However, this clause does not exclude any liability which either Party may have to the other (or any right which either Party may have to rescind this Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Agreement.

10.8 **Formalities:** Each Party will take any action and execute any document reasonably required by the other Party to give effect to any of its rights under this Agreement, or to enable their registration in any relevant territory provided the requesting Party pays the other Party’s reasonable expenses.

10.9 **Amendments:** No variation or amendment of this Agreement will be effective unless it is made in writing and signed by each Party’s representative.

10.10 **Third Parties:** No one except a Party to this Agreement has any right to prevent the amendment of this Agreement or its termination, and no one except a Party to this Agreement may enforce any benefit conferred by this Agreement, unless this Agreement expressly provides otherwise.

10.11 **Logo:** Neither the University nor the Company shall use the name, crest, logo or registered image of the other or the other’s Affiliates in a press release or promotional materials, without the prior written consent of the other; provided, however, that publication of the sums received from the Company in the University’s Annual Report and similar publications shall not be regarded as breach of this clause.

10.12 **Governing law:** This Agreement is governed by, and is to be construed in accordance with, English law. The English Courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement, except that either Party may bring proceedings for an injunction in any jurisdiction.

10.13 **Escalation:** If the Parties are unable to reach agreement on any issue concerning this Agreement or the Project within 14 Business 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 the then Managing Director in the case of the Company in an attempt to resolve the issue within 14 Business Days after the referral. Either Party may bring proceedings in accordance with clause 10.12 if the matter has not been resolved within that 14 day period, and either Party may apply to the court for an injunction whether or not any issue has been escalated under this clause.
SIGNED for and on behalf of the University:  

Name Tracy Melvin
Position Module Leader, Associate Professor
Signature

Signed on Behalf of the Head of Electronics and Computer Science

SIGNED for and on behalf of the Company:

Name
Position
Signature