RAIL SAFETY AND STANDARDS BOARD

UKRRIN 2 PILOT MASTER RESEARCH COLLABORATION AGREEMENT

BETWEEN

RAIL SAFETY AND STANDARDS BOARD LIMITED

-AND-

UNIVERSITY OF [XXX]

SUBJECT TO CONTRACT

THIS AGREEMENT is made the _____ of _____ 2026

BETWEEN

(1) **RAIL SAFETY AND STANDARDS BOARD LIMITED** registered in England under number 04655675 whose registered office is at 25 Fenchurch Avenue, London, EC3M 5AD (**"RSSB"**)

(2) **UNIVERSITY OF [XXX]** an [XXX], whose registered address is [XXX] (the **"University"**);

(Hereinafter referred to individually as a **"Party"** and collectively as the **"Parties"**).

BACKGROUND

A. RSSB was established in April 2003. RSSB's primary objective ("Primary Objective") is to support its members to deliver a safe, efficient and sustainable railway, by: enabling cross-industry collaboration and cooperation; conducting independent evidence-based analysis and research; and providing a whole system perspective to support decision making.

B. The University of [XXX] is [XXX].

C. Following the success of UKRRIN, RSSB is acting as the coordinator for the UKRRIN 2 Pilot and intends to utilise this Master Research Collaboration Agreement to conduct railway research in line with the projects identified for the UKRRIN 2 Pilot and, where applicable, broader UKRRIN 2 initiative and for the benefit of RSSB, Participant Funders and External Funders.

D. To facilitate the development of that relationship, and to speed up future interactions, the Parties have agreed to enter into this Agreement to formalise, where possible, the terms of any agreements in advance and to formalise their relationship.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS

1.1 In this Agreement the following expressions shall have the meanings assigned below:

Agreement	means the whole agreement incorporating all of its schedules as may be amended from time to time in accordance with Clause 12.2.
Background IP	means any IP conceived or reduced to practice:

	(a) prior to the date of commencement of any Project Agreement, or (b) independently of any Project, whether prior to the commencement of any Project Agreement or otherwise, and which is introduced to, disclosed by, supplied by or otherwise expressly documented by a Party and made available to the other Party for a Project.
Confidential Information	means all information of a commercially sensitive nature including (but not limited to): (a) specifications, drawings, circuit diagrams, tapes, discs and other computer readable media, documents, data, techniques and Know-how; and (b) information relating to a Party's or Participant Funder's business, affairs, customers, clients, students, suppliers, plans, intentions or market opportunities; which is disclosed by one Party to the other, or by a Participant Funder to a Party, for use in or in connection with this Agreement, any Project or any initial discussions relating thereto, and which is marked as confidential (or similar designation) or which would be regarded as confidential by a reasonable business person.
Data Protection Laws	means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of Personal Data to which a Party is subject, including the General Data Protection Regulation (EU) 2016/679 (GDPR), the Data Protection Act 2018, and all legislation enacted in the UK in respect of the protection of personal data; and (b) any code of practice or guidance published by the UK Information Commissioner's Office (or equivalent regulatory body or successor body) from time to time.
Discounted Rate	means a rate per day 20% below the Standard Rate. And a reference to a "Discounted Rate Project" means a Project the funding for which has been costed based on the Discounted Rate.
Effective Date	means the commencement date of this Agreement.
Employees	means any employee of either Party including registered students, contractors and honorary and emeritus appointments.

External Funder	means an external third party other than a Participant Funder who provides funding for research projects or other similar activities to be conducted, including (without limitation) UK Research & Innovation, the European Commission, local authority, regional or national government, government agency, charitable bodies, the United Nations, the World Bank and other supranational organisations.
Financial Benefit	means payment comprising of, but not limited to, royalties, up-front, one-off, signing, milestone or similar payments, or any combination thereof.
Intellectual Property ("IP")	patents, inventions, registered designs, copyrights, database rights, domain names, design rights, rights affording equivalent protection to copyright, topography rights, trademarks, service marks, business names, trade names, Know-how, moral rights, registration of or an application to register any of the aforesaid items, and rights in the nature of any of the aforesaid items in any country, rights in the nature of unfair competition rights and rights to sue for passing off, and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world.
Joint Non-Project IP	all IP jointly conceived or reduced to practice by the Parties, or either or both of the Parties with a Participant Funder, jointly in the course of performing the Project that is not directly related to, or required to achieve, the Project objectives and/or Project Deliverables, but excluding Background IP.
Know-how	any methods, techniques, processes, discoveries, inventions, innovations, unpatentable processes, specifications, recipes, formulae, designs, plans, documentation, drawings, data and other technical information and knowledge.
Non-Project IP	means all IP conceived or reduced to practice by a Party or Participant Funder (as applicable) solely, to the exclusion of the other Party or Parties (as applicable), in the course of performing the Project that is not directly related to, or required to achieve, the Project objectives and/or Project Deliverables, but excluding Background IP.
NSI Act	means the National Security and Investment Act 2021.
NSI Relevant Transaction	has the meaning given to it in Clause 13.2.

Participant Funders	means members of the railway industry participating in UKRRIN 2 Pilot and, where applicable, broader UKRRIN 2 initiative who have entered into collaboration and funding arrangements with RSSB on agreed terms for the purposes of pursuing one or more Projects.
Personal Data	means any personal data as defined in the Data Protection Laws.
Project	means any programme of work or arrangement arising and (where appropriate) formalised under the terms of this Agreement, a Project Agreement and any modifications, deletions or expansions approved in writing by both Parties.
Project Agreement	means a written agreement to be signed between the Parties for each specific Project pursuant to this Agreement, in substantially the form as set out at Schedule 1.
Project Deliverables	means the reports, data, information, hardware, software and/or other deliverables arising in the performance of the Project that are to be delivered to RSSB and/or any identified Participant Funder (as applicable) at or prior to the conclusion of the Project, as specified within the Project Agreement for the Project.
Project IP	means all IP conceived or reduced to practice by a Party solely, to the exclusion of the other Party, or by the Parties or either or both of the Parties and a Participant Funder (where applicable) jointly, in the course of performing the Project and directly related to the Project objectives and/or Project Deliverables, but excluding Background IP, Non-Project IP and Joint Non-Project IP.
Representative	means an Employee nominated as the Representative for each Party and for any Participant Funder (where applicable) who shall have strategic management of the Projects undertaken in accordance with this Agreement.
Standard Rate	means the rates per day set out in Schedule 2 titled “Calculation of Rates”. Reference to a “Standard Rate Project” means a Project the funding for which has been costed based on the Standard Rate.
Term	means a period of 3 years from the Effective Date.
UKRRIN	means the **UK Rail Research and Innovation Network (UKRRIN)** was a collaboration between academia and industry (including Participant Funders) aiming to provide a step-change in innovation and accelerate new technologies and products from research into market applications globally.

UKRRIN 2	means the follow on to UKRRIN, this will commence at the point of UKRRIN closing and will be focussed on bringing together public and private funding bodies (including Participant Funders) to establish opportunities for best-in-class research development by academia in rail.
UKRRIN 2 Pilot	means a reduced scope trial of the mechanism of UKRRIN 2, with the objective of proving the approach and value.
UKRRIN University	means a University appointed by RSSB to participate in the UKRRIN 2 Pilot and/or UKRRIN 2, on terms substantially similar to this Agreement.
VAT	means value added tax chargeable under the Value Added Tax Act 1994, or any equivalent tax chargeable in the UK or elsewhere, as applicable.

1.2 when determining a University's contribution to the total costs of a relevant Project for the purposes of Clauses 7.4.1 and 7.6.1, such contribution shall equate to 20% of its Full Economic Costs (calculated using the sector wide Transparent Approach to Costing (TRAC) methodology) agreed for that Project.

2. PREMISE

2.1 The Parties will each use their reasonable endeavours to develop their relationship and to collaborate, pursuant to the terms of this Agreement, in the pursuit of each Party's and any applicable Participant Funder's research and development goals by undertaking Projects. The University acknowledges that certain Projects may be commissioned by RSSB for and on behalf of Participant Funders who, subject to this Agreement and the terms of any Project Agreement, may wish to have the benefit of related Project Deliverables.

2.2 The Parties have agreed proposals for an initial core programme of Projects in accordance with the areas of research as set out in Schedule 2. Each Project will be governed by the terms of a Project Agreement, which will be executed by the Parties, in substantially the form set out in Schedule 1 following the procedures laid down in this Agreement and adopting the terms of this Agreement unless stated to the contrary.

2.3 Except where expressly agreed to the contrary, Projects will be conducted at the University with visits to RSSB premises for periods during the Project period as agreed in writing between all Parties.

2.4 The University does not undertake that the work carried out under or pursuant to this Agreement or any Project will lead to any particular result and does not guarantee that the hypothesis and aspirations that triggered research are proven and successful. Notwithstanding the preceding sentence, the University shall exercise reasonable care and skill when undertaking the work carried out under or pursuant to this Agreement or any Project and deliver sound and evidence bases outputs.

2.5 Unless otherwise agreed in writing by the Parties, the provisions of this Agreement shall apply only in respect of Projects or proposed Projects to be conducted by, the University pursuant to the UKRRIN 2 Pilot or broader UKRRIN 2 initiative.

3. CONFIDENTIALITY

3.1 Subject to the provisions of Clause 3.2 and Clause 3.3 below, Confidential Information disclosed by one Party (the "Disclosing Party") and received by another Party (the "Receiving Party") shall not be disclosed by such Receiving Party to any third party without the written consent of the Disclosing Party, or used by such Receiving Party for any purpose other than that of progressing a Project. In the event that consent is granted for the disclosure of Confidential Information to a third party by the Receiving Party, such disclosure shall be made under written terms of confidentiality no less stringent than the terms set out in this Clause and with the written agreement of the Disclosing Party. This obligation of confidentiality on the Receiving Party shall extend for a period of 5 years from the end of the Project in which Confidential Information was first disclosed.

3.2 The University may disclose Confidential Information to a third party with whom the University has entered, or is considering entering, a sub-contract or other contractual arrangement in relation to the delivery of a Project or a proposed Project. The University may only make such disclosure to the extent the University (acting reasonably) considers necessary, and underwritten terms of confidentiality no less stringent than the terms set out in this Clause 3. The University may only make such disclosure to a third party who is a UKRRIN University or who is named within a Project Agreement.

3.3 The undertaking in Clause 3.1 above shall not apply to Confidential Information:

3.3.1 which, at the time of disclosure, has already been published or is otherwise in the public domain other than through breach of the terms of this Agreement.

3.3.2 which, after disclosure to the Parties, is subsequently published or comes into the public domain by means other than an action or omission on the part of the Receiving Party;

3.3.3 which a Party can demonstrate was known to him or subsequently independently developed by him and not acquired as a result of participation in the Project, nor using, derived from, referring to or in any way relates to the Confidential Information;

3.3.4 relating to a Project which is disclosed by either Party to a Participant Funder involved in the funding and/or commissioning of that Project;

3.3.5 which the Disclosing Party confirms in writing is no longer to be regarded as Confidential Information;

3.3.6 lawfully acquired from third parties who had a right to disclose it with no obligations of confidentiality to any of the Parties; or

3.3.7 is required to be disclosed by applicable law or court order or by any Party's regulatory body, which is empowered by Statute or Statutory Instrument, but only to the extent of such

disclosure and the Receiving Party shall notify the Disclosing Party promptly of any such request (to the extent permissible).

3.4 Each party acknowledges that the other party may be required, under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004 (collectively, the Information Acts) to respond to requests for information relating to the subject matter of this Letter.

3.5 If one party (the first party) receives a request for information under the Information Acts, the other party shall:

3.5.1 provide all necessary assistance and cooperation as reasonably requested by the first party to enable it to comply with its obligations under the Information Acts; and

3.5.2 provide the first party with a copy of all information belonging to it (which is not held by the first party and which is in the other party's possession or control and held on behalf of the first party) in the form that the first party reasonably requests within five Working Days (or such other period as may reasonably be specified by the first party).

3.6 Each party acknowledges that the other may be required under the Information Acts to disclose information without consulting or obtaining consent from the other.

3.7 The party receiving a request for information shall take reasonable steps to notify the other party of a request for information and shall consider reasonable and timely representations made by the other party regarding the application of exemptions to the requested information.

3.8 Notwithstanding any other provision in this Agreement, the party receiving the request for information shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts.

3.9 This Clause 3 shall survive the expiry or termination of this Agreement for any reason whatsoever.

4. GOVERNANCE

4.1 Each Party shall appoint an Employee as its nominated Representative who shall have strategic management of the Projects carried out pursuant to this Agreement and will review twice a year the Projects undertaken pursuant to this Agreement.

4.2 The Representatives (including, for clarity, those appointed by Participant Funders (where applicable)) shall meet at least once every six months, whereupon they shall discuss and make decisions on the:

4.2.1 Progress against the Project details and milestones (where applicable);

4.2.2 Proposed changes to the Project details;

4.2.3 Timescales, budget and resources (including any changes to personnel) for the Projects.

4.3 Each Party shall appoint a Project leader (each a "Project Leader") for each Project to oversee and coordinate the Projects to be carried out under this Agreement. The respective Project Leaders shall hold teleconference meetings at regular intervals (to be agreed between the parties) to record the progress of the Projects and shall report back to their respective Representatives on such matters.

5. PROJECTS

5.1 In the event that there is a specific requirement, RSSB shall set out, in as much detail as possible, the aims and objectives, any required Project Deliverables and the delivery timeframe. This will be accompanied with a template for submitting the response, appropriate to the requirement.

5.2 In response to a Project request the University shall send a Project proposal to the RSSB Representative utilising the template for submitting the response and setting out, in relation to the proposed Project, and in as much detail as possible the aims and objectives, any required Project Deliverables and the delivery timeframe.

5.3 If a University proposal is agreed by RSSB the University shall complete the relevant information as set out in Annexure A of Schedule 1 (to the extent such information are available) including but not limited to the Project aims and objectives, Project Deliverables, a clear description of the Project, delivery timeframe, resources to be allocated (including Employees) and the cost of the Project.

5.4 In the event that the Parties continue their discussions after the submission of a Project proposal, and in the event that the terms of the Project proposal alter, the Parties shall record those amendments in an amended Project proposal, which shall be agreed between them.

5.5 Once the Parties have agreed the content of the Project proposal (or amended Project proposal, as the case may be) the Representatives shall ensure that the appropriate contracting bodies at their respective Party and Participant Funders (where applicable) are advised that an accord has been reached, which requires formalisation through a Project Agreement, which will be prepared by RSSB.

6. FINANCIAL PROVISIONS

6.1 In consideration of the rights and benefits accruing to RSSB hereunder and subject to the terms and conditions of this Agreement, agreements concluded with Participant Funders and any Project Agreement, RSSB shall allocate funding for the Project at a level to be agreed between the Parties in the relevant Project Agreement, and calculated in accordance with Clause 6.2 and Clause 6.3.

6.2 In calculating the level of funding required for a Project the Parties shall agree whether the costing model for the Project is to be set at the Standard Rate, or at the Discounted Rate. The costing model will typically have been defined as part of the project request in 5.1.

6.3 In addition to agreeing the costing model to be used for a Project, the Parties shall also seek to identify within the Project Agreement additional Project costs required for inclusion in calculating the required funding for the Project including, without limitation, costs of materials, equipment,

facilities, software, third party and/or regulatory consents, transportation, production and carriage of Project Deliverables, taxes and other incidentals.

6.4 The Project costs shall be subject to a monitoring process throughout the term of the Project. The University shall provide quarterly financial reports to RSSB or at such other intervals as may be agreed in writing between the Parties.

6.5 The University will submit an invoice to RSSB for payment as defined in the Project Agreement. RSSB will make payment of undisputed invoices (or undisputed part(s) of any invoice) within 30 days of the date of invoice or such other time as set out in the relevant Project Agreement (the "Due Date") by way of electronic fund transfer to the University's bank account as notified by the University to RSSB.

6.6 If payment of an undisputed invoice (or undisputed part(s) of any invoice) is delayed for any reason by more than 14 days beyond the Due Date, without prejudice to any other right or remedy available to the University, the University may do either or both of the following:

6.6.1 suspend performance of the Project(s) to which the invoice relates, and charge RSSB for all reasonable costs and expenses incurred by the University as a result of such suspension;

6.6.2 charge RSSB reasonable debt recovery costs together with an additional sum equivalent to interest on the outstanding balance at a rate of 4% per annum above the base rate from time to time of Lloyds Bank Plc, which shall accrue on a daily basis for the period beginning on the Due Date to and including the date payment is actually received by the University. The University reserves the right to add this additional sum to any subsequent invoice(s) until the full balance due to the University is paid.

6.7 Unless otherwise specified in the relevant Project Agreement, all payments made by RSSB to the University shall be paid in £GBP (pounds sterling). Payments shall be made by RSSB without right of deduction, set-off, lien or charge, except as required by applicable law or similar. All sums payable or other consideration give under this Agreement shall be deemed to be exclusive of VAT. Where pursuant to the terms of this Agreement a Party (the Supplier) makes a supply to another Party (the Recipient) and VAT is chargeable in respect of such supply the Recipient shall pay to the Supplier a sum equal to the amount of VAT so chargeable, subject to delivery of a valid VAT invoice by the Supplier.

6.8 Where a Party is required by the terms of this Agreement to reimburse or indemnify any other Party for any cost, expense or other liability, the Party shall reimburse or indemnify the payee for the full amount of such cost, expense or liability, including such part thereof as represents VAT, save to the extent that the payee is entitled to credit or repayment in respect of such VAT from HMRC.

6.9 Save for Project Deliverables and any other equipment set out and/or otherwise referenced in the relevant Project Agreement as vesting in the ownership of RSSB and/or a Participant Funder, all equipment purchased or constructed at the University using funds provided by RSSB and approved for such purpose pursuant to this Agreement and/or a Project Agreement shall be the property of the University. The University agrees:

6.9.1 if reasonably required by RSSB, to acknowledge the financial contribution by RSSB and/or any Participant Funders towards any such equipment in such reasonable way as may be mutually agreed between RSSB and the University;

6.9.2 that there may be circumstances where the ownership or nature of the equipment (including without limitation, where there is an existing proprietary interest involved, equipment that is safety critical and/or an asset for which access and/or ownership is available to only a restricted class of persons) or Project is such that it would be appropriate for ownership of equipment to vest in RSSB, a Participant Funder and/or third party.

7. INTELLECTUAL PROPERTY

7.1 Background IP

7.1.1 All Background IP used in connection with this Agreement and/or a Project Agreement shall remain the property of the Party or Participant Funder introducing the same.

7.1.2 Each Party hereby grants (so far as it legally can) the other Party a worldwide, royalty-free, non-transferable, non-exclusive license to use any Background IP contributed by it that is necessary for the performance of the Project, and solely for that purpose, and such licence shall continue only for the duration of the Project. RSSB shall use reasonable endeavours to procure that any Participant Funder grants to the Parties a worldwide, royalty-free, non-transferable, non-exclusive license to use any Background IP contributed by the Participant Funder that is necessary for the performance of any Project, and solely for that purpose, and such licence shall continue only for the duration of the Project

7.1.3 Where the University receives a licence to use Background IP pursuant to Clause 7.1.2 and reasonably considers that it is necessary or expedient for the performance of a Project to so do, the University may grant (so far as it legally can) a sub-licence to a third party (for example a sub-contractor or a collaborative partner in the Project) to use that Background IP, on terms no less onerous than those in Clause 7.1.2 (and shall enforce such terms at RSSB's request). The terms of such sub-licence shall prohibit further sub-licensing by the third party, and such sub-licence shall continue only for the duration of the third party's involvement in the Project. The University may only grant such a sub-licence to a third party who is a UKRRIN University or who is named within a Project Agreement.

7.1.4 Except in relation to Discounted Rate Projects, the University shall grant (so far as it legally can) to RSSB and any Participant Funders (determined on a Project basis) a non-exclusive license to use all Background IP which is vested in the University prior to the date of this Agreement where such Background IP is required by RSSB and/or any Participant Funder in order for RSSB and/or any Participant Funder to commercially exploit lawfully the Project IP but the University may limit the terms of any such licence (acting reasonably and having regard to RSSB's and/or any Participant Funder's) Primary Objective), and such licence shall be subject to a requirement to make a fair and reasonable Financial Benefit to the University. The University (acting reasonably and having regard to RSSB's and/or any

Participant Funder's) Primary Objective shall set out such limitations and/or Financial Benefit in the Project Agreement, or the Parties and a Participant Funder (where applicable) shall agree to enter into a written revenue sharing agreement which shall be completed by the Parties and a Participant Funder (where applicable) prior to any commercial exploitation of the Background IP and Project IP.

7.1.5 Unless otherwise agreed between the Parties and set out in the Project Agreement, no licence to use Background IP in connection with the commercial exploitation of Project IP shall be granted to RSSB and/or a Participant Funder in relation to Discounted Rate Projects.

7.2 Project IP

7.2.1 Ownership and other rights in Project IP shall be determined based on whether a Project is a Standard Rate Project, or a Discounted Rate Project, as set out in Clause **Error! Reference source not found.** and Clause 7.3 below. Ownership of Project IP includes the exclusive right to register and maintain any protection for the Project IP, unless otherwise stated in the relevant Project Agreement.

7.2.2 If notwithstanding the foregoing, any right, title or interest in and to the Project IP shall at any time accrue to any Party or Parties otherwise than as set out above by operation of law or howsoever otherwise, and whether vested, future and/or contingent, each such Party hereby, by way of present and future assignment, irrevocably assigns all such right, title or interest in and to the Project IP to the other Party, immediately upon the vesting of the same in such Party, such that the Parties shall be entitled to all rights, title and interest in and to the Project IP on the same terms as set forth herein.

7.2.3 At the end of each Project the Parties agree they shall work together to prepare a report detailing the Project IP that has been generated by the Project.

7.3 Project IP – Standard Rate Projects

7.3.1 For Standard Rate Projects, all rights, title and interests in and to Project IP shall be owned by, and vest in, RSSB and/or any Participant Funder (where applicable). Without prejudice to Clause 7.1.4 RSSB and/or any Participant Funder (where applicable) shall be free to commercially exploit the Project IP without making Financial Benefit to the University other than payment of the funding for the Project, as agreed under the Project Agreement in accordance with Clause 6.

7.3.2 For Standard Rate Projects, unless an alternate provision is provided in the project agreement, RSSB and any Participant Funder (where applicable) hereby grants the University a perpetual, irrevocable, worldwide, royalty-free, non-exclusive licence to publish and use the Project IP for the purposes of non-commercial academic research and teaching of the University's students only.

7.4 **Project IP – Discounted Rate Projects**

7.4.1 Subject to the terms of this Clause 7.4, for Discounted Rate Projects, all rights, title and interests in and to Project IP shall be owned by, and vest jointly in RSSB, any Participant Funders (where applicable) and the University as tenants in common in proportion to their respective contribution to the total costs of the relevant Project. Each of RSSB, any Participant Funder and the University shall be free to use the Project IP for any purposes, including (without limitation) academic research, teaching, publication, and commercial exploitation, without making Financial Benefit to RSSB or any Participant Funder.

7.4.2 The Parties shall, each acting reasonably, agree between them arrangements on Discounted Rate Projects for undertaking the filing, prosecution and maintenance of all applications for the registration of IP for the protection of the Project IP in the joint names of the Parties, Participant Funder (where applicable) or their assignees. Each Party shall provide reasonable assistance in the filing, prosecution and maintenance of all applications for the registration of the IP comprised in the Project IP and will cause to be executed all assignments and other instruments and documents as may be necessary or appropriate.

7.4.3 Unless otherwise agreed on Discounted Rate Projects the Parties shall bear all expenses incurred in the filing, prosecution and maintenance of all applications for the registration of the IP comprised in the Project IP in proportion to their ownership interest.

7.4.4 Each Party may on Discounted Rate Projects elect to discontinue its obligation to pay or reimburse expenses associated with any such applications relating to Project IP within any particular jurisdiction upon 30 days' written notice to the other Party, and the said Party's obligation to share in the said expenses shall cease immediately after the 30 days' written notice period. Where any Party involved in a Discounted Rate Project elects not to seek or maintain any application relating to the registration of IP comprised in the Project IP in any particular jurisdiction or not to share in the expenses thereof in any particular jurisdiction ("Discontinuing Party"), the other Party shall have the right to seek or maintain such protection in such country at its sole expense in its own name to the exclusion of the Discontinuing Party. For the avoidance of doubt, the Discontinuing Party shall have no right, title and interest in relation to the relevant Project IP that is registered in the sole name of the other Party in accordance with this Agreement.

7.5 **Non-Project IP**

7.5.1 All rights, title and interests in and to Non-Project IP shall be owned by and vest in the Party or Participant Funder (where applicable) that conceived or reduced the same to practice independently to the exclusion of the other Party. No licence, right, title or interest in respect of Non-Project IP shall be granted or implied to the other Party.

7.5.2 If notwithstanding the foregoing, any right, title or interest in and to the Non-Project IP shall at any time accrue to any Party or Parties otherwise than as set out above by operation of law or howsoever otherwise, and whether vested, future and/or contingent, each such Party hereby, by way of present and future assignment, irrevocably assigns all such right,

title or interest in and to the Non-Project IP to the other Party, immediately upon the vesting of the same in such Party, such that the Parties shall be entitled to all rights, title and interest in and to the Non-Project IP on the same terms as set forth herein.

7.6 **Joint Non-Project IP**

7.6.1 Subject to the terms of this Clause 7.6, the Parties and Participant Funder (where applicable) shall own the Joint Non-Project IP as tenants in common in proportion to their respective contribution to the total costs of the relevant Project.

7.6.2 If notwithstanding the foregoing, any right, title or interest in and to the Joint Non-Project IP shall at any time accrue to any Party, Parties or Participant Funder (where applicable) otherwise than as set out above by operation of law or howsoever otherwise, and whether vested, future and/or contingent, each such Party hereby, by way of present and future assignment, irrevocably assigns all such right, title or interest in and to the Joint Non-Project IP to the other Party and/or Participant Funder, immediately upon the vesting of the same in such Party and/or Participant Funder (as applicable), such that the Parties and Participant Funder (where applicable) shall be entitled to all rights, title and interest in and to the Joint Non-Project IP on the same terms as set forth herein.

7.6.3 The Parties shall, each acting reasonably, agree between them arrangements for undertaking the filing, prosecution and maintenance of all applications for the registration of IP for the protection of the Joint Non-Project IP in the joint names of the Parties, Participant Funder (where applicable) or their assignees. Each Party shall provide reasonable assistance in the filing, prosecution and maintenance of all applications for the registration of the IP comprised in the Joint Non-Project IP and will cause to be executed all assignments and other instruments and documents as may be necessary or appropriate.

7.6.4 Unless otherwise agreed the Parties shall bear all expenses incurred in the filing, prosecution and maintenance of all applications for the registration of the IP comprised in the Joint Non-Project IP in proportion to their ownership interest.

7.6.5 Each Party may elect to discontinue its obligation to pay or reimburse expenses associated with any such applications relating to Joint Non-Project IP within any particular jurisdiction upon 30 days' written notice to the other Party, and the said Party's obligation to share in the said expenses shall cease immediately after the 30 days' written notice period. Where any Party elects not to seek or maintain any application relating to the registration of IP comprised in the Joint Non-Project IP in any particular jurisdiction or not to share in the expenses thereof in any particular jurisdiction ("Discontinuing Party"), the other Party shall have the right to seek or maintain such protection in such country at its sole expense in its own name to the exclusion of the Discontinuing Party. For the avoidance of doubt, the Discontinuing Party shall have no right, title and interest in relation to the relevant Joint Non-Project IP that is registered in the sole name of the other Party in accordance with this Agreement.

7.6.6 Subject to Clause 7.6.5 above, each Party and Participant Funder (where applicable) shall have the free and unfettered right to use, commercialise and license to third parties the

Joint Non-Project IP for any purpose without seeking the consent of, and accounting to, the other Party or Participant Funder (where applicable). Nothing in this Agreement shall prevent the University freely using Joint Non-Project IP in accordance with normal academic practice including teaching, further research and publication.

7.6.7 Each Party agrees to reasonably cooperate with and give assistance to the other Parties and any Participant Funder (as applicable) in any claims, actions, demands, counterclaims in respect of any Joint Non-Project IP or the defence thereof, including executing or procuring to be done and executed all such further acts, deeds, things and documents as may be necessary or appropriate. All expenses in connection therewith shall be borne by the Parties (and Participant Funder where so specified in a Project Agreement) in proportion to their ownership interest, and any proceeds of litigation shall be shared between the Parties in proportion to the respective contributions to the expenses thereof.

7.7 This Clause 7 shall survive the expiry or termination of this Agreement for any reason whatsoever.

8. PUBLICATION

8.1 Projects will form part of the actual carrying out of a primary charitable purpose of the University; that is, the advancement of education through teaching and research.

8.2 In accordance with normal academic practice, all Employees, students, agents or appointees of the University shall be permitted, subject to Clause 8.4 and the provisions of this Agreement relating to Confidentiality and following the procedures laid down in Clause 8.3, to discuss Project IP in internal seminars, and to give instructions within the University on questions related to such work.

8.3 The University shall, subject to Clause 7.3, be permitted to publish the results of the Project in accordance with normal academic practice. The University shall send RSSB and any Participant Funder (where applicable) a draft of all intended publications incorporating Project IP owned by RSSB and the Participant Funder (where applicable) in advance of publication, for RSSB and the Participant Funder (where applicable) to review. RSSB and the Participant Funder (where applicable) shall have 30 business days, after the receipt of the draft to request in writing the delay or amendment of such proposed publication on the grounds that there is subject matter which needs patent protection or similar protection or to prevent publication of any Confidential Information of RSSB and/or the Participant Funder (where applicable). In the event that neither RSSB or the Participant Funder (where applicable) notifies the University that it requires any delay in publication within 30 business days as aforesaid, the University will be free to publish or disclosure information relating to the Project IP.

8.4 RSSB and any Participant Funder (where applicable): may request the University to refrain from publishing for a maximum of:

8.4.1 six months in order to allow for application for patent protection in the name and at the cost of the relevant owner of the Project IP;

8.4.2 such period as is specified in the request as being necessary (in the reasonable opinion of RSSB and/or the Participant Funder (as appropriate)) to safeguard

sensitive information which reveals operational vulnerabilities or is otherwise considered contrary to operational safety and/or the public interest, provided that any such delay shall be limited to the minimum peirod reasonably necessary and the University shall in such circumstances abide by such requests.

8.5 Subject to clause 8.4, nothing contained in this Agreement shall prevent the submission of a thesis to examiners in accordance with the normal regulations of the University subject where appropriate to such examiners being bound by conditions of confidentiality in no less terms than those outlined in Clause 3, nor to the placing of such thesis in the library of the University provided that access to such thesis shall only be available on conditions of confidentiality no less onerous than those contained in Clause 3.

8.6 RSSB acknowledge that the University is required by its funders and/or regulators to demonstrate the quality and impact of its academic and research activities (including, without limitation, under the Research Excellence Framework) and RSSB agrees to promptly comply with all reasonable requests made by the University to provide such information (not including Confidential Information) as the University may reasonably request to seek to evidence such quality and/or impact. Such information may include, in relation to the Project(s), (without limitation) effects, changes or benefits to the economy, society, public policy or services, health and the environment.

9. INFRINGEMENT AND USE

9.1 The University will use all reasonable endeavours and exercise proper care to ensure that Background IP, advice and information it provides will not constitute or result in infringement of third party rights but it makes no representation or warranty that such Background IP, advice or information given by or on behalf of the University or any University Employee or the content or use of any materials, works or information provided in connection with any Project, will not constitute or result in infringement of third-party rights.

9.2 Subject to Clause 2.4 and except as may be specifically provided for in a Project Agreement, the University accepts no responsibility for any use which may be made of any work carried out under or pursuant to any Project Agreement, or of the results of any Project, or for any reliance which may be placed on such work or results, or for advice or information given in connection with them.

9.3 RSSB will use all reasonable endeavours and exercise proper care to ensure that Background IP and information it provides will not constitute or result in infringement of third party rights but it makes no representation or warranty that such Background IP or information given by or on behalf of RSSB or any RSSB Employee or the content or use of any materials, works or information provided in connection with any Project, will not constitute or result in infringement of third-party rights.

9.4 This Clause 9 shall survive the expiry or termination of this Agreement for any reason whatsoever.

10. REPRESENTATIONS, WARRANTIES AND LIMITATION OF LIABILITY

10.1 Each Party represents, warrants and undertakes that it has the full power, legal capacity and authority to enter into and perform this Agreement and any Project Agreement, and all the transactions contemplated under this Agreement and any Project Agreement.

10.2 RSSB acknowledges and agrees that Projects will often be of an experimental and/or developmental nature, and except as may be specifically provided for in a Project Agreement, that no representation warranty is given by the University regarding any particular outcome or result being achieved in respect of any Project. Notwithstanding the foregoing, the University represents, warrants and undertakes for RSSB's and any Participant Funder's benefit that:

10.2.1 it will perform and procure the performance of its obligations under this Agreement and any Project Agreement in compliance with all applicable law and in accordance with the terms and conditions of this Agreement and any Project Agreement;

10.2.2 it shall discharge its obligations under this Agreement and any Project Agreement using personnel of reasonable skill, experience and qualifications.

10.3 The liability of either Party for any breach of this Agreement and/or any Project Agreement, or arising in any other way out of the subject matter of this Agreement or Project Agreement, will not extend to loss of business or profit, loss of savings (whether anticipated or otherwise), or to any indirect, special or consequential damages or losses.

10.4 Subject to Clauses 10.5 and 10.6, the maximum liability of one Party to the other Party under or otherwise in connection with:

10.4.1 this Agreement shall not exceed £100,000 (one hundred thousand pounds);

10.4.2 unless an alternate liability cap is expressly agreed in the relevant Project Agreement, any Project Agreement shall not exceed the Project costs, as identified in the Project Agreement or amended Project Agreement.

10.5 For the avoidance of doubt, nothing in this Agreement or any Project Agreement shall be deemed to exclude or limit in any way either Party's liability for fraud, intentional wrongdoing or statutory liability in respect of death or personal injury caused to any person as a result of negligence, or any other liability which may not be excluded or limited by applicable law.

10.6 The liability of each Party to the other in relation to a breach of Clause 3 (Confidentiality), or the deliberate breach of this Agreement shall not be limited by Clause 10.4.

10.7 This Clause 10 shall survive the expiry or termination of this Agreement for any reason whatsoever.

11. DURATION AND TERMINATION

11.1 This Agreement shall become effective on the Effective Date and shall remain in full force and effect for the Term unless terminated earlier in accordance with the provisions of this Clause 11.

11.2 Either party may terminate this Agreement or any Project Agreement at any time, by giving not less than 30 days' notice to the other party. For the avoidance of doubt, termination of a Project Agreement does not terminate this Agreement.

11.3 The termination or expiration of this Agreement shall have no effect on the Project Agreements already executed between the Parties and any on-going Project Agreement established under this Agreement prior to such termination or expiration. Upon the termination or expiry of this Agreement, those terms incorporated into a Project Agreement shall continue to apply.

11.4 In the event that a Party shall commit any material breach of or default in any terms or conditions of this Agreement and/or a Project Agreement (for the avoidance of doubt including any failure to pay any University invoice by the Due Date), the non-defaulting Party may decide to serve written notice of such breach or default on the defaulting Party and in the event that such Party fails to remedy such default or breach within sixty (60) days after receipt of such written notice, the non-defaulting Party may, at its option and in addition to any other remedies which it may have at law or equity, terminate this Agreement by sending notice of termination in writing to the other defaulting Party to such effect.

11.5 If a Party (a) breaches any provisions of this Agreement and/or a Project Agreement and such a breach is irremediable; or (b) passes a resolution for its winding-up; or if (c) a court of competent jurisdiction makes an order for that Party's winding-up or dissolution; or (d) makes an administration order in relation to that Party; or if any Party (e) appoints a receiver over, or an encumbrancer takes possession of or sells an asset of, that Party; or (f) makes an arrangement or composition with its creditors generally; or (g) makes an application to a court of competent jurisdiction for protection from its creditors generally; the non-defaulting Party may, at its option and in addition to any other remedies which it may have at law or equity, terminate this Agreement with immediate effect by sending notice of termination in writing to the other defaulting Party to such effect.

11.6 In the event that it is agreed by all the Parties that there are no longer valid reasons for continuing with this Agreement, the Parties may decide to terminate this Agreement by mutual agreement in writing, signed by the duly authorised representatives of each Party.

11.7 Save as otherwise provided under this Agreement and/or any Project Agreement, upon termination or expiration of this Agreement and/or any Project Agreement:

11.7.1 each Party shall return to the Disclosing Party (or at such Disclosing Party's written instruction destroy) all Confidential Information of the Disclosing Party and shall certify in writing that it has done so (provided that each Party may retain a copy of Confidential Information for the purposes only of audit or regulatory compliance, and the obligations of confidentiality and non-disclosure in Clause 3 shall continue to apply in respect of that retained Confidential Information);

11.7.2 RSSB shall pay the University pro rata for all Project work done up to and including the date of termination of any Project Agreement(s), to the extent the funding for any Project(s) has not been paid;

11.7.3 except where termination is due to the University's material breach of this Agreement or a Project Agreement (as the case may be), RSSB shall pay to the University all Project costs which cannot reasonably be cancelled by the University, and shall promptly reimburse:

11.7.3.1 the employment costs of all staff appointed in relation to the Project before receipt of RSSB's notice to terminate, provided that the University has taken reasonable steps to seek to minimise those costs; and

11.7.3.2 student-related costs of PhD candidates or other students appointed to the Project before receipt of RSSB's notice to terminate, including, without limitation, fees and maintenance;

Reimbursement shall continue until the effective date of termination of each staff contract or studentship or the date on which the Project to which the cost(s) relate was to have ended (whichever is the earlier).

11.7.4 subject to clause 11.7.5, all rights and obligations of the Parties under this Agreement and/or the relevant Project Agreement shall cease; and

11.7.5 those rights or obligations of the Parties under any provisions which are expressly or by implication intended by the Parties to survive termination or expiration, shall survive and continue after termination or expiration of this Agreement and shall bind the Parties, its successors and assignors.

11.8 Termination or expiration of this Agreement shall not affect or prejudice any accrued right or liability of either Party or any other obligation surviving termination or expiration, or any rights or remedies of any Party under this Agreement or otherwise at law or equity.

11.9 This Clause 11 shall survive the expiry or termination of this Agreement for any reason whatsoever.

12. GENERAL PROVISIONS

12.1 **Force majeure -** Neither Party shall have any liability under or be deemed to be in breach of this Agreement or any Project Agreement for any delays or failures in performance of this Agreement or any Project Agreement which result from circumstances beyond the reasonable control of that Party (including, without limitation, flood, drought, earthquake or other natural disaster, epidemic, pandemic, terrorist attack, war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations, strikes, riots, or civil unrest). The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 6 months, either Party may terminate this Agreement or the Project Agreement, whichever is affected by the force majeure event, by written notice to the other Party.

12.2 **Amendments –** Both this Agreement and the Project Agreements may only be amended in writing signed by duly authorised representatives of each of the Parties.

12.3 **Assignment** –

12.3.1 Subject to the following provisions of this Clause 12.3, neither Party may assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this Agreement or any Project Agreement without the prior written agreement of the other Party.

12.3.2 A Party may, however, assign and transfer all its rights and obligations under this Agreement to any person to which it transfers all of its business, provided that the assignee undertakes in writing to the other Party to be bound by the obligations of the assignor under this Agreement.

12.3.3 The University may sub-contract or delegate any or all of its obligations under a Project Agreement to a third party named in the Project Agreement or to a UKRRIN University. Where the University wishes to assign, delegate, sub-contract, or otherwise transfer any or all of its rights and obligations under a Project Agreement it may only do so with RSSB's prior written agreement (such agreement not to be unreasonably withheld or delayed and may be subject to any conditions considered by RSSB to be necessary to comply with its obligations to Participant Funders).

12.4 **Entire agreement -** This Agreement and any Project Agreement (where applicable) contain the whole agreement between the Parties in relation to its subject matter and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud. Each Project Agreement, together with the applicable provisions of this Agreement, shall constitute the whole agreement between the Parties in relation to the Project detailed therein, and shall supersede and replace any prior written or oral agreements, representations or understandings between the Parties in relation to the Project to which the Project Agreement relates.

12.5 **Waiver -** No failure or delay in exercising any right, power or privilege under this Agreement or a Project Agreement shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

12.6 **Agency, partnership etc –** Neither this Agreement nor any Project Agreement shall constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

12.7 **Further assurance -** Each Party to this Agreement shall at the request and expense of the other execute and do any deeds and other things reasonably necessary to carry out the provisions of this Agreement or any Project Agreement or to make it easier to enforce either of them.

12.8 **Severance -** If any provision of this Agreement or any Project Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement or the Project Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement or any Project Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement or any Project Agreement.

12.9 **Announcements** No Party shall issue or make any public announcement or disclose any Confidential Information regarding this Agreement or any Project Agreement unless prior to such public announcement or disclosure it furnishes the other Party with a copy of such announcement or Confidential Information and obtains the written approval of such Party to its terms. However, no Party shall be prohibited from issuing or making any such public announcement or disclosing such Confidential Information if it is necessary to do so to comply with any applicable law or the regulations of a recognised stock exchange (provided that the Party making the announcement or disclosure, to the extent the it is legally permitted to do so, promptly notifies the other Party of the requirement to make such disclosure).

12.10 **Interpretation -** In this Agreement and any Project Agreement, unless the context otherwise requires:

12.10.1 words importing any gender include every gender;

12.10.2 words importing the singular number include the plural number and vice versa;

12.10.3 words importing persons include firms, companies and corporations and vice versa;

12.10.4 reference to a 'day' means calendar day;

12.10.5 reference to a 'business day' means Monday to Friday (inclusive) except: i) bank or public holidays in England; and ii) University closed days (as published on the University's website from time to time);

12.10.6 references to numbered clauses and schedules are references to the relevant clause in or schedule to this Agreement or to any Project Agreement as appropriate;

12.10.7 reference in any schedule to this Agreement or to any Project Agreement to numbered paragraphs relate to the numbered paragraphs of that schedule;

12.10.8 any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;

12.10.9 the headings to the clauses, schedules and paragraphs of this Agreement or any Project Agreement are not to affect the interpretation;

12.10.10 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and

12.10.11 where the word 'including' is used in this Agreement or any Project Agreement, it shall be understood as meaning 'including without limitation'.

12.11 **Notices** - Any notice to be given under this Agreement or any Project Agreement shall be in writing and shall be sent by first class mail or air mail to the relevant address of the relevant Party as set out below, or such other address as that Party may from time to time notify to the other Party in accordance with this Clause 12.11. Notices sent as above shall be deemed to have been received three working days after the day of posting (in the case of inland first class mail), or seven working days after the date of posting (in the case of air mail).

In the case of notices to University:

Project specific notices sent to the Project Leader who manages the individual project and who will be identified in the relevant Project Agreement, ADDRESS, with a copy to the University Representative.

Legal notices sent to:
The PERSON, ADDRESS, United Kingdom, with a copy to the University Representative.

In the case of notices to RSSB:

Project specific notices sent to the Project Leader who manages the individual Project and who will be identified in the relevant Project Agreement, RSSB, 25 Fenchurch Avenue, London, EC3M 5AD, with a copy to RSSB Representative.

Legal notices sent to:
Company Secretariat, RSSB, 25 Fenchurch Avenue, London, EC3M 5AD, United Kingdom, with a copy to RSSB Representative.

12.12 **Data Protection –**

12.12.1 Each Party undertakes to observe and abide by the provisions of applicable Data Protection Laws in relation to the performance of this Agreement and/or any Project Agreement;

12.12.2 The Parties acknowledge and agree that insofar as a Project involves, or may involve, the processing of Personal Data, it may be necessary or advisable for the Parties to enter into a data sharing agreement (which may include the requirement for data protection assessments), or incorporate data protection provisions into a Project Agreement, in order to comply with Data Protection Laws and record their respective roles and obligations in respect of that processing. The Parties shall cooperate to ensure that they enter into any such agreement;

12.12.3 The Parties each acknowledge and agree that they may need to process Personal Data relating to each Party's representatives (in their respective capacities as data controllers) where relevant in relation to this Agreement or a Project Agreement in order to:

12.12.3.1 administer and perform their respective activities and obligations;

12.12.3.2 compile, dispatch and manage any payments;

12.12.3.3 manage this Agreement or any Project Agreement and resolve any related disputes that may arise;

12.12.3.4 respond to and/or raise general queries relating to this Agreement or any Project Agreement; and

12.12.3.5 comply with their respective regulatory obligations;

Each Party shall process such Personal Data relating to each Party's representatives for the purposes set out in this Clause in accordance with their respective privacy policies. The Parties acknowledge that they may be required to share Personal Data with their affiliates and other relevant parties, within or outside of the country of origin, in order to carry out the activities listed in this Clause, and in doing so each Party will ensure that the sharing and use of this Personal Data complies with applicable Data Protection Laws

12.13 **Anti Bribery -** The Parties shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010. Each Party shall be entitled to cancel this Agreement and any Project Agreement immediately upon written notice if the other Party or the other Party's Employees or agents are found to have made, offered, accepted or taken or agreed to make or take any gift, bribe, hospitality or consideration of any kind from any person or body where such action is in contravention of any applicable anti-bribery and anti-corruption laws. The Parties warrant that they have adequate and robust policies and procedures in place relating to anti-bribery and anti-corruption.

12.14 **Equality -** The Parties shall not unlawfully discriminate either directly or indirectly on such grounds as gender, race, colour, national origin, disability, sexual orientation or age within the meaning of the Equality Act 2010 or any re-enactment thereof and all legislation and directives relating to equality and discrimination.

12.15 **Export Control** – Each Party shall, at its own expense, comply with all applicable laws, statutes and regulations relating to export control, including but not limited to the Export Control Order 2008. Each Party shall co-operate with the other Party so far as is reasonably necessary to assist ensuring compliance with export control laws, and shall (to the extent it is legally able to do so) provide the other Party with all documentation and/or information within its possession and control as is reasonably necessary to assist in considering the applicability of, and ensuring compliance with, export controls and restrictions.

12.16 **Modern Slavery:** The parties shall comply with all applicable laws, statutes, regulations and codes relating to modern slavery, including but not limited to the Modern Slavery Act 2015.

12.17 **Artificial Intelligence (AI) and generative AI:** Prior to any use, the Parties shall disclose any plans to utilise generative AI in the delivery of work commissioned under this framework, including the proposed inputs, outputs and the AI tools to be used. Its actual use will need to be documented in the outputs. The Parties acknowledge and agree that the nature of the Project (for example, safety critical and/or sensitive infrastructure analysis) may render it inappropriate for generative AI to be used and terms may be included in applicable Project Agreements prohibiting such use and/or subjecting its use to the prior written consent of RSSB and/or a Participating Funder (where applicable).

12.18 **Dispute Resolution**

12.18.1 If any dispute arises in connection with this Agreement or any Project Agreement, it shall be notified in writing by one Party to the other. An initial meeting between the Representatives or such senior officers each Party nominates shall be held within 30 days of receipt of notice solely in order to negotiate in good faith to resolve the matter in dispute. If the dispute cannot be settled at the preliminary meeting, the Vice Chancellor of the University, or his nominated representative, and a senior executive of RSSB with authority to settle the dispute shall meet promptly to try and resolve the dispute.

12.18.2 If the Parties fail to settle any dispute under Clause 12.18.1 within 60 days of such initial meeting then the Parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR. To initiate the mediation a Party must give notice in writing ("ADR notice") to the other Party to the dispute requesting a mediation. A copy of the request should be sent to CEDR. The mediation will not start later than 30 days after the date of the ADR notice.

12.18.3 No Party may commence any court proceedings in relation to any dispute arising out of this Agreement or any Project Agreement until it has attempted to settle the dispute by mediation pursuant to the provisions of Clauses 12.18.1 and 12.18.2 above and either mediation has terminated or the other Party has failed to participate in the mediation, provided that the right to issue court proceedings or apply for interim injunctive relief is not prejudiced by a delay.

12.19 **Third parties**

12.19.1 Subject to Clause 12.19.2, for the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement and any Project Agreement is not intended to, and does

not, give any person who is not a Party to it any right to enforce any of its provisions, except as expressly provided;

12.19.2 Participant Funders shall be entitled to enforce any provisions of this Agreement conferring rights on them.

12.20 **Audit Access -** Each Party shall keep and maintain accurate records relevant to this Agreement (including without limitation, development of any Results and the compliance with the terms of this Agreement) and each Project in accordance with good industry practice for the term of this Agreement, and for a period of six (6) years following termination of this Agreement. Each Party shall provide each other with such copies of such records as the Parties may reasonably request in writing from time to time.

12.21 **Information Security** - The University shall:

12.21.1 provide appropriate support to students when handling sensitive and Confidential Information.

12.21.2 comply with good industry practice in relation to information security.

12.21.3 comply with all conduct requirements whilst on a RSSB's or a Participant Funder's premises.

12.21.4 comply with the following security vetting procedures:

12.21.4.1 students engaged in Projects shall be subject to and must pass pre-enrolment screening, that as a minimum includes identity verification, nationality, and immigration status and, criminal records check.

12.21.4.2 to control the risk to the railway associated with unsupervised access to sensitive information (official sensitive or above), critical national infrastructure sites and associated systems, university staff may be required to pass additional checks such as employment history checks, confirmation of UK residency, disclosure of unspent convictions and national security vetting (NSV).

13. National Security and Investment Act 2021

13.1 Each Party shall comply with its obligations under the NSI Act in connection with this Agreement and the activities contemplated by it.

13.2 Neither Party shall, without first notifying the other Party, enter into or implement any grant, assignment, transfer, licence, option, investment, acquisition or other arrangement arising out of or in connection with a Project which that Party reasonably considers may constitute a trigger event or notifiable acquisition for the purposes of the NSI Act (an **NSI Relevant Transaction**).

13.3 Without limiting Clause 13.2, each Party shall have regard to the potential application of the NSI Act before implementing any arrangement relating to:

13.3.1 the assignment, transfer or licensing of intellectual property, technology, software, algorithms, technical information, designs, data or other assets developed, used or made available in connection with the Project;

13.3.2 rights to direct or control the use or development of any such asset;

13.3.3 the establishment of any joint venture, special purpose vehicle, consortium or other jointly controlled undertaking in connection with a Project; or

13.3.4 the introduction of any new investor, consortium member, technology provider or other person where the resulting arrangement may constitute an NSI Relevant Transaction.

13.4 Where a Party reasonably considers that an NSI Relevant Transaction requires mandatory notification under the NSI Act, that transaction shall not be completed or implemented unless and until any approval required under the NSI Act has been obtained.

13.5 The Parties shall provide each other with such reasonable information and assistance as is necessary for the preparation and progression of any notification or assessment under the NSI Act, subject to appropriate arrangements to protect legally privileged, security-sensitive and commercially confidential information.

13.6 Where a transaction or arrangement contemplated by or arising from a Project is not subject to mandatory notification but either Party reasonably considers that it may give rise to a material risk of the exercise of the call-in power under the NSI Act, the Parties shall consult in good faith as to whether a voluntary notification should be made before that transaction or arrangement is implemented.

13.7 If the Secretary of State calls in any transaction or arrangement arising from or connected with a Project, the Parties shall co-operate in good faith in responding to the review and in considering any conditions, undertakings or modifications required to permit that transaction or arrangement to proceed.

13.8 Neither Party shall be obliged to accept any condition, undertaking or restriction which would materially adversely affect:

13.8.1 the safety or operation of the railway;

13.8.2 its ownership or use of Background IP;

13.8.3 its ability to exploit Project IP outside the scope of this Agreement; or

13.8.4 its obligations concerning national security, information security or the protection of sensitive information,

unless the Parties otherwise agree in writing.

13.9 To the extent necessary to avoid a breach of the NSI Act, a Party may suspend the relevant transfer, licence, access right or other activity affected by an NSI review, but shall continue to perform its

unaffected obligations under this Agreement and all Project Agreements so far as reasonably practicable.

13.10 This clause shall apply during the Term and to any transaction contemplated by this Agreement which is entered into after its termination or expiry.

14. Law and jurisdiction

14.1 The validity, construction and performance of this Agreement and any Project Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

Signed for and on behalf of The University of XXX

Signature: .....

Name: .....

Position: .....

Date: .....

Signed for and on behalf of RAIL SAFETY & STANDARDS BOARD LIMITED

Signature: .....

Name: .....

Position: .....

Date: .....

SCHEDULE 1

THIS PROJECT AGREEMENT is made the _____ of _____ 202X between

BETWEEN

(1) **The University Of [XXX]**, an [XXX], whose administrative offices are at [XXX] (the "University"); and

(2) **RAIL SAFETY AND STANDARDS BOARD LIMITED** a company registered in England under number 04655675 whose registered office is at 25 Fenchurch Avenue, London, EC3M 5AD ("**RSSB**")

(Hereinafter referred to individually as "Party" and collectively as "Parties").

BACKGROUND

A. The University has [XXX].

B. RSSB was established in 2003. RSSB's Primary Objective is, to support its members to deliver a safe, efficient and sustainable railway, by: enabling cross-industry collaboration and cooperation; conducting independent evidence-based analysis and research; and providing a whole system perspective to support decision making.

C. The University and RSSB have entered into a Master Research Collaboration Agreement (the "MRC Agreement") which sets out the relationship of the Parties and the terms and conditions upon which the Parties will work collaboratively together on projects in the field of railways research.

D. Pursuant to the MRC Agreement the Parties have agreed to carry out a project (the "Project") as set out in Annexure A to address the need and deliver the outputs as detailed in Annexure A and have agreed to enter into this Project Agreement to record the terms and conditions upon which the Project will be carried out.

E. [It is acknowledged that funding for the Project is being contributed to by the Participant Funder and accordingly certain rights shall be conferred upon the Participant Funder pursuant to the MRC Agreement as supplemented and/or modified by this Project Agreement.]

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS

The Definitions as set out in the MRC Agreement are incorporated into this Project Agreement in the same manner as if they were set out in full in this Project Agreement.

"Project Agreement" shall mean this agreement and any schedules or annexures incorporated herein.

2. AGREEMENT

2.1 Both Parties undertake to carry out their respective responsibilities in relation to the delivery of the Project as set out in Annexure A.

2.2 Subject to Clause 2.3 of this Project Agreement, the Project shall be undertaken at all times by the Parties in accordance with these terms and the terms of MRC Agreement mutatis mutandis which shall govern the rights and obligations of the Parties as if they were set out herein save as varied by this Project Agreement.

2.3 The details and specification in respect of the Project is set out in Annexure A. Any variations to the terms of the MRC Agreement will be set out in Annexure A and will override those in the MRC Agreement. Where there is a conflict between the terms of the MRC Agreement and this Project Agreement, this Project Agreement shall take precedence.

2.4 This Project Agreement shall commence on [XX/XX/202X] (the "Commencement Date") and continue for the duration of 36 months from the Commencement Date.

3. FUNDING

3.1 The total funding allocated to the Project and the distribution of funding shall be as set out in Annexure A.

3.2 All claims for payment must be supported by full details and documentary evidence and in accordance with the procedures agreed in the MRC Agreement or in this Project Agreement.

4. INTELLECTUAL PROPERTY RIGHTS AND EXPLOITATION

4.1 The rights and ownership of Intellectual Property will be as set out in the MRC Agreement save as varied in Annexure A.

5. PARTICIPANT FUNDER REQUIREMENTS

5.1 Notwithstanding the terms of the MRC Agreement, the University hereby acknowledges and agrees that the Participant Funder for this Project shall be entitled to:

5.1.1 [*bespoke requirements to be specified*]

6. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

6.1 The parties to this Project Agreement hereby acknowledge and agree that, notwithstanding that they are not party to the Agreement, the Participant Funder shall have the right to enforce the terms of this Agreement.

Signed for and on behalf of The University of XXX

Signature: .....

Name: .....

Position: .....

Date: .....

Signed for and on behalf of RAIL SAFETY & STANDARDS BOARD LIMITED

Signature: .....

Name: .....

Position: .....

Date: .....

ANNEXURE "A"

<table>
<tr><td>Project Title</td><td><TITLE></td></tr>
<tr><td>Project team</td><td><Project Team, names, email addresses and phone numbers>

<table><tr><td></td><td>Research management – lead person</td><td>Principal investigator / Technical lead</td><td>Wider research team</td></tr><tr><td>University</td><td></td><td></td><td></td></tr><tr><td>RSSB</td><td></td><td></td><td></td></tr></table></td></tr>
<tr><td>Background / objectives</td><td><Background for the Project From RSSB – approx. 300 words>

<Should include background to origin of work / collaboration - details as necessary can be included></td></tr>
<tr><td>Benefit of project and novelty of approach</td><td><Expected outputs, novelty of approach and longer term benefits to RSSB and/or any Participant Funder– approx. 300 words></td></tr>
<tr><td>Earlier relevant work</td><td><Description of earlier relevant works by project team></td></tr>
<tr><td>Background IP</td><td><Background IP by the University, RSSB, Participant Funder or third party>

<Specify Background IP licensing terms & payments pursuant to clause 7.1, if appropriate.> <Alternatively state that licensing terms & payment shall be subject to a revenue sharing agreement which shall be completed by the Parties and/or Participant Funder prior to any commercial exploitation of the Background IP and/or Project IP, pursuant to clause 7.1.4></td></tr>
<tr><td>Participant Funder</td><td>[Specify identify of any applicable Participant Funder]</td></tr>
<tr><td>Outline project</td><td><Outline Project Plan – Work Packages With Timescales>

<table><tr><td></td><td>Title and brief description</td><td>Deliverables</td><td>Start & end dates</td></tr><tr><td>WP1</td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr></table></td></tr>
<tr><td>Technology Readiness Level</td><td><Current TRL and target TRL when applicable></td></tr>
</table>

<table>
<tr><td>Success criteria</td><td><What sound useful deliverables look like and how will that be judged></td></tr>
<tr><td>Funding and Costing Model</td><td><State the costing model used in calculating the funding for the Project (i.e. Standard Rate or Discounted Rate). Please note that the costing model affects the ownership of the Project IP.>

[ ] Standard Rate

[ ] Discounted Rate</td></tr>
<tr><td>Resource rates for assignment</td><td><agreed rates for assignment>

<table><tr><td>Resource name</td><td>Resource grade</td><td>Resource Standard rate</td><td>Resource assignment rates [100% Standard Rate, 80% Discounted Rate]</td></tr><tr><td></td><td></td><td></td><td></td></tr></table></td></tr>
<tr><td>Costs and milestones</td><td><Cost breakdown, include all delivery costs, eg travelling costs, against break down of activities>

<Key payment milestones>

<table><tr><td></td><td>WP title</td><td>Effort (days)</td><td>Cost (assignment rate)</td><td>Payment milestones</td></tr><tr><td>1.</td><td></td><td></td><td></td><td></td></tr><tr><td>2.</td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr></table></td></tr>
<tr><td>RSSB input and responsibility (steering the work, and reviewing the deliverables)</td><td><RSSB role and responsibility beyond steering the work, and reviewing the deliverables>

<table><tr><td></td><td>WP title</td><td>RSSB role</td><td>Task</td></tr><tr><td>1.</td><td></td><td>[✓]</td><td></td></tr><tr><td>2.</td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr></table></td></tr>
<tr><td>Participant Funder and/or Third Party Involvement (Sub-</td><td><Is any third-party involvement anticipated? E.g. any sub-contracting, delegation or collaboration with Participant Funders and/or third parties on any or all of the Project work? If so, which third parties will be involved? What involvement will they have?></td></tr>
</table>

Contracting etc.)	
Project meetings	<Proposed frequency of teleconference meetings between the Project Leaders, pursuant to clause 4.3, to monitor Project progress (e.g. bimonthly? quarterly?)>
Project Deliverables	<Specify Project Deliverables, including reports, data, information, hardware, and software > <Specify terms of carriage of hardware or other tangible deliverables (if any) e.g. Incoterms and schedule of delivery >
Project IP	<Identify any IP expected to be generated as a direct result of the Project, i.e. IP connected to the Project objectives and/or Project Deliverables> <Please note that a report should be produced by the parties at the end of the Project identifying the Project IP that has been generated> <Likelihood of patentable discovery or inventions> <Likelihood of commercialisation and licensing of discovery or invention> <Identify any other specific IP related issues, extending also to ownership of Project Deliverables including any involvement of Participant Funder and rights accruing to them. Please note that the costing model affects the ownership of Project IP> <If an Standard Rate project state whether the University is granted a perpetual, irrevocable, worldwide, royalty-free, non-exclusive licence to use the Project IP for the purposes of non-commercial academic research only (ref Collaboration agreement 7.3.2)>
Personal Data	<Identify whether any Personal Data is to be transferred between the parties, or with any third parties, in relation to the Project. If so, consider whether a Data Protection Impact Assessment is required, and make arrangements for a Data Sharing Agreement to be entered into.>
Project Liability	<Agreement on an alternate level of maximum project liability if required by either party (ref Clause 10.4.2)>

SCHEDULE 2

Calculation of Rates

Standard Rate (Full Economic Cost ("FEC"))

The University's costs will be charged at 100% of Full Economic Costs, calculated using the sector wide Transparent Approach to Costing (TRAC) methodology.

Discounted Rate (80% of Full Economic Cost ("FEC"))

The University's costs will be charged at 80% of Full Economic Costs, calculated using the sector wide Transparent Approach to Costing (TRAC) methodology.

All amounts in this Schedule exclude VAT, which (if applicable) shall be payable in addition.