

Dated _____ 201[]

(1) [INSERT NAME]

(2) [INSERT NAME]

(3) [INSERT NAME]

(4) [INSERT NAME]

**MODEL
CONSORTIUM AGREEMENT D**

Scenario - Each party owns the IPR in the results which it creates and grants each of the other parties a non-exclusive licence to use those results for the purposes of the Project.

The parties do not have an agreed strategy for the exploitation of the results. If a party wishes to exploit the IPR in the Results or the IPR in the Background of another party, it will have to negotiate a licence to allow it to exploit that IPR or an assignment of that IPR.

THIS AGREEMENT dated [.....] 201[] is made BETWEEN:

- (1) [INSERT NAME], whose administrative offices are at [insert address] (AAA);
- (2) [INSERT NAME], whose administrative offices are at [insert address] (BBB);
- (3) [INSERT NAME] [LIMITED] OR [PLC], [a company registered in [England] under number [insert number], whose registered office is at [insert address of registered office] OR [insert status of the Collaborator, e.g. NHS Trust] of [insert address of principal office] (XXX); and
- (4) [INSERT NAME] [LIMITED] OR [PLC], [a company registered in [England] under number [insert number], whose registered office is at [insert address of registered office] OR [insert status of the Collaborator, e.g. NHS Trust] of [insert address of principal office] (ZZZ)

BACKGROUND

The parties to this agreement wish to collaborate on a research project entitled "[insert name of project]". This agreement governs the parties' collaboration in relation to that project.

1. DEFINITIONS AND INTERPRETATION

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

the Academic Parties	AAA and BBB;
Academic Publication:	the publication of an abstract, article or paper in a journal or electronic repository, or its presentation at a conference or seminar; and in clauses 5 and 6 to Publish and Publication are to be construed as meaning such publication;
Academic and Research Purposes:	research [(except [insert any exceptions]), teaching[, and] education[and Clinical Patient Care];
this Agreement:	this document, including its Schedules, as amended from time to time in accordance with clause 10.8;
Background:	any information, data, techniques, Know-how, inventions, software, discoveries and materials (regardless of the form or medium in which they are disclosed or stored) which are provided by one Party (whether belonging to that Party or to a third party) to another Party for use in the Project, and 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];
[Clinical Patient Care:	any of the following: diagnosing, treating and managing the health of a person under the care of a third party medical practitioner who has the right to use the Intellectual Property Rights in any of the Results;]
the Commencement Date:	[insert the date on which the Project is to start/started];
the Commercial Parties:	XXX and ZZZ;
Confidential Information:	a Party's confidential information is: any Background disclosed by that Party to any of the other Parties for use

in the Project [and identified as confidential before or at the time of disclosure] any of the Results in which that Party owns the Intellectual Property Rights; and any other information disclosed by that Party to any of the other Parties for use in the Project or under this Agreement[and identified as confidential before or at the time of disclosure or which, by its nature or from the circumstances of its disclosure, should reasonably be presumed to be confidential];

Control: the ability to direct the affairs of another person, whether by virtue of the ownership of shares, by contract, or in any other way;

the Data Protection Legislation: for so long as the GDPR applies to the United Kingdom, the European General Data Protection Regulation 2016 ((EU) 2016/679) (the GDPR) and any national implementing laws, regulations and secondary legislation; once it becomes law, the UK Data Protection Bill 2017-2019 and any regulations made pursuant to it; any other laws and regulations relating to the processing of personal data and privacy which apply to a Party; and, if applicable, the guidance and codes of practice issued by any competent data protection supervisory authority;

[the External Funding: [any funding or assistance provided for the Project or to any Party for use in the Project by any third party, including any state or public body;]

a Financial Contribution: the financial contribution to be made by a Party to the Project, as set out in the Project Plan;

[the Funding Body: [insert details of body which is to provide the External Funding;]

[the Funding Conditions: the terms on which the Funding Body provides any External Funding, copies of which are attached to this Agreement as Schedule 3;]

the Good Data Management Practices: the practices and procedures set out in Schedule 4;

a Group Company: in relation to a Party, any undertaking which for the time being Controls, or is Controlled by, that Party or which for the time being is Controlled by a third person which also Controls that Party;

Intellectual Property Rights: patents, rights to inventions, trade marks, service marks, registered designs, copyrights and related rights, database rights, design rights, rights to use and protect confidential information, in each case whether registered or unregistered, including rights to apply for and be granted and applications for any of the above, and any continuations, continuations-in-part, divisional applications, renewals or extensions of, and rights to claim priority from, those rights, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above;

the Key Personnel:	in the case of AAA: [insert names]; in the case of BBB, [insert names]; in the case of XXX [insert names]; and in the case of ZZZ [insert names];
Know-how:	unpatented technical information (including information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions) which is not in the public domain;
the Lead Party:	[insert the name of the lead party. (This should be consistent with the offer of External Funding)];
the Location:	the location(s) at which the Project will be carried out as set out in the Project Plan;
a Party:	AAA, BBB, XXX and ZZZ and any person who becomes a party to this Agreement pursuant to clause 2.20, and together they are the Parties ;
the Payment Plan:	the arrangements under which each Party, in return for its rights to exploit the Results, will pay the other Parties, as set out in Schedule 10;
the Project:	the project described in the Project Plan;
the Project Manager:	the individual appointed from time to time by the Lead Party as the project manager [, and approved by the Funding Body in accordance with the Funding Conditions];
the Project Period:	the period described in clause 2.1;
the Project Plan:	the project plan annexed to this Agreement as Schedule 2, as varied from time to time under the terms of this Agreement[and any Funding Conditions];
Research Purposes:	[any purpose except commercialisation, i.e. licensing for value or sale for value] OR [acts done for experimental purposes [or to obtain regulatory approval for any generic or innovative medicinal product (including any clinical trial)]];
the Results:	all information, data, techniques, Know-how, results, inventions, discoveries, software and materials (regardless of the form or medium in which they are disclosed or stored) identified or first reduced to practice or writing in the course of the Project, and any Intellectual Property Rights arising from any of the above;
the Steering Committee:	the individuals nominated by each of the Parties [and the Funding Body] in accordance with clause 2.12 to supervise the carrying out of the Project;
a Variation Agreement:	a written agreement signed by or on behalf of the Parties and any proposed new party to this Agreement; and

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

- 1.2 The headings in this Agreement are for ease of reference only; they do not affect its construction or interpretation.
- 1.3 References in this Agreement to a **person** include a natural person, corporate or unincorporated body (whether or not it has a separate legal personality).
- 1.4 A reference in this Agreement to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and includes all subordinate legislation made from time to time under that statute or statutory provision.
- 1.5 A reference in this Agreement to **writing** or **written** includes email.
- 1.6 A reference in this Agreement to any other agreement or document is a reference to that other agreement or document as varied or novated (in each case, unless in breach of this Agreement) from time to time.
- 1.7 References in this Agreement to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.8 Any words in this Agreement following the expression **including, include or in particular**, or any similar expression, are to be construed as illustrative and do not limit the sense of the words preceding that expression.
- 1.9 The acts and omissions of its Group Companies are deemed to be within the control of a Commercial Party, the acts and omissions of its students are deemed to be within control of an Institution and the acts and omissions of any contractor are deemed to be within the control of the Party engaging that contractor.

[1.10 Words and phrases defined in the Funding Conditions and not defined in this Agreement have the meaning given to them in the Funding Conditions when used in this Agreement.]

1.11 If there is any conflict between the terms of this Agreement and the Funding Conditions, this Agreement will prevail in relation to the arrangements as between the Parties, but it will not affect the Parties' respective obligations to the Funding Body under the Funding Conditions.]

2. THE PROJECT

- 2.1 The Project [will begin on] **OR** [began on] the Commencement Date and will continue until [the earlier of the withdrawal of the External Funding and] the completion of the Project, or any later date agreed in writing between the Parties. If this Agreement is entered into after the Commencement Date, it will apply retrospectively to work done in relation to the Project on or after the Commencement Date. This Agreement will remain in full force and effect for the duration of the Project, but a Party may withdraw or may be deemed to have withdrawn from the Project in accordance with clause 8 or 9.
- 2.2 Each of the Parties will carry out the tasks allotted to it in the Project Plan, and will provide the human and other resources, Background, materials, facilities and equipment which are designated as its responsibility in the Project Plan. The Project will be carried out under the direction and supervision of [insert details]. The Project will be carried out at the Location.
- 2.3 Each of the Parties will obtain and maintain all regulatory and ethical licences, consents and approvals necessary to allow it to carry out the tasks allotted to it in the Project Plan and will carry out the Project in accordance with all laws and regulations which apply to its activities under or pursuant to this Agreement.

- 2.4 Each of the Parties will ensure that its employees and students (if any) involved in the Project: observe the conditions attaching to any regulatory and ethical licences, consents and approvals; keep complete and accurate records of all research, development and other work carried out in connection with the Project and of all Results, signed by the people who obtained or made each Result, and countersigned by an employee of that Party who is not a member of the research team but who understands the work; and comply with the Good Data Management Practices.
- 2.5 Each of the Parties will ensure that its staff and students (if any) (including in the case of each Commercial Party, any staff of any Group Company) involved in the Project, when working on or visiting the other Party's premises, comply with the other Party's health and safety and security policies and procedures and, when accessing or using the other Party's information systems, comply with the other Party's information security policies and procedures.
- 2.6 Each of the Parties will comply with the provisions of Schedule 7. [At any time during the Project Period, [XXX] may require changes to Part [3] of Schedule 7, where those changes are necessary to ensure that the Project is undertaken in compliance with [XXX]'s applicable policies and procedures.]
- 2.7 Although each of the Parties will use reasonable endeavours to carry out the Project in accordance with the Project Plan, none of the Parties undertakes that any research will lead to any particular result, nor does it guarantee a successful outcome to the Project.
- 2.8 Each of the Parties warrants to the other Parties that it has full power and authority under its constitution, and has taken all necessary actions and obtained all authorisations, licences, consents and approvals, to allow it to enter into this Agreement [and it is not in breach of the Funding Conditions].
- 2.9 If a Party agrees to transfer any [biological or chemical] material to any of the other Parties in connection with the Project, that transfer will be subject to the terms of a separate Materials Transfer Agreement entered into between the Parties in relation to that material.
- [2.10 If the Funding Conditions have not already been accepted by the Parties, this Agreement is conditional on each of the Parties accepting the Funding Conditions within [30] days after the date of the Funding Conditions or offer to provide External Funding.]
- [2.11 Each of the Parties will:
- 2.11.1 if it is a party to the Funding Conditions, comply with its obligations under, and the conditions of, the Funding Conditions;
- 2.11.2 carry out the Project in accordance with the Funding Conditions; and
- 2.11.3 notify the other Parties in accordance with clause 10.1 immediately if it receives any notice or request from the Funding Body.]
- 2.12 There will be a Steering Committee made up of one representative nominated by each of the Parties. The Project Manager (initially [insert name]) will be the Lead Party's representative on the Steering Committee. [The Parties will invite the Funding Body to appoint a representative to the Steering Committee.] The terms of reference of the Steering Committee are set out in Schedule 9, and the Steering Committee will have no authority to amend the terms of this Agreement except as may be expressly set out in those terms of reference.
- 2.13 Any member of the Steering Committee may participate in meetings of the Steering Committee by tele-conference, video-conference or any other technology that enables everyone participating in the meeting to communicate interactively and simultaneously with each other. The quorum for a meeting of the Steering Committee will be [one representative of each of the Parties] OR [one representative of at least [3] of the Parties], or his alternate, present in person or by tele-conference, video-conference or other technology mentioned above.

- 2.14 [Insert name] (if present at a meeting) or, in his absence, any other individual the members of the Steering Committee may from time to time agree, will chair meetings of the Steering Committee.
- 2.15 The Parties will ensure that the Steering Committee meets at least every [3] months at venues to be agreed, and in default of agreement at [insert location], or at any other time at the request of any of the Parties. Meetings of the Steering Committee will be convened with at least [21] days written notice in advance. That notice must include an agenda. Minutes of the meetings of the Steering Committee will be prepared by the chair of the meeting and sent to each of the Parties within [14] days after each meeting.
- 2.16 Each Party will provide the Project Manager with [monthly][quarterly] OR [annual] reports summarising the progress of the Project and the Results, and the Lead Party will ensure that the Project Manager keeps all the Parties informed about the progress of the Project and the Results. A copy of each Party's [monthly][quarterly] OR [annual] report will be circulated to each member of the Steering Committee with the written notice for the relevant meeting.
- 2.17 Each of the Parties will notify the Project Manager promptly after identifying any Result which it believes to be patentable, and will supply the Project Manager with copies of that Result. Each of the Parties will notify other Results to the Project Manager in the [monthly][quarterly] OR [annual] reports provided under clause 2.16.
- 2.18 Each Party will, through its representative or his alternate, have one vote in the Steering Committee. Decisions will be taken by a simple majority except where a decision necessitates a change to the Project Plan or a change to the allocation of any funding. In either of those cases, any decision must be unanimous. The chairman will [not] have a casting vote.
- 2.19 [In addition to his duties under the Funding Conditions,] the Project Manager will:
- 2.19.1 [be the primary conduit for exchanges of information with the Funding Body];
- 2.19.2 be responsible to the Steering Committee for the day-to-day management of the Project;
- 2.19.3 be responsible for the financial administration of the Project [as required by the Funding Conditions];
- 2.18.4 be responsible for implementing decisions taken by the Steering Committee;
- 2.19.5 prepare progress reports[as required by the Funding Body]; and
- 2.19.6 monitor the progress of the Project.
- 2.20 No additional person may become a party to this Agreement without the written agreement of all of the then existing parties to this Agreement [and the Funding Body] and unless the additional person and all the then existing Parties to this Agreement execute a Variation Agreement.

3. FINANCIAL CONTRIBUTION AND [EXTERNAL FUNDING][AND PAYMENT PLAN]

- 3.1 [The allocation of the External Funding will be as set out in the Project Plan unless the Parties unanimously agree otherwise in writing.] Each Party will keep complete and accurate accounts of its expenditure on the Project. Each Party will pay its Financial Contribution to the Project in accordance with Schedule 1 within [30][60] OR [90] days after its receipt of a [quarterly] OR [monthly] invoice for the same. Where any Financial Contribution is being claimed against costs and expenses incurred by a Party, each invoice must be accompanied by a statement certified by an authorised officer of that Party.

- 3.2 Unless any VAT exemption applies, all amounts are exclusive of VAT which the Party making the Financial Contribution will pay at the rate from time to time prescribed by law.
- 3.3 If a Party fails to make any payment due to another Party under this Agreement, without prejudice to any other right or remedy available to that other Party, that other Party may charge interest (both before and after any judgement) on the amount outstanding, on a daily basis [at the rate of [four] per cent per annum above the London 3 month Interbank Offered Rate from time to time in force] OR [in accordance with the Late Payments of Commercial Debts (Interest) Act 1998 as amended by the Late Payment of Commercial Debts Regulations 2013]. That interest will be calculated from the date of last date for payment to the actual date of payment, both dates inclusive, and will be compounded quarterly. The Party which is late paying will pay that interest on demand.
- 3.4 [Except as set out in the Project Plan,] each Party will own all equipment purchased or constructed by it, or for it, using any Financial Contribution[or any External Funding].
- 3.5 The financial arrangements for the Project will be overseen by the Steering Committee [and will be as set out in the Funding Conditions].
- 3.6 [Claims for any External Funding will be made through the Project Manager. Each of the Parties will provide sufficient information to the Project Manager to allow the Lead Party to claim the External Funding and to submit reports to the Funding Body in accordance with the Funding Body's requirements from time to time. Each of the Parties will certify its claims for any External Funding in such way as may be necessary to allow the Lead Party to give any certificate required by the Funding Body in relation to those claims.]
- 3.7 [The Lead Party will, within [30] days after receipt of any of the External Funding, pay that External Funding (or the appropriate part of it) to the Party to which that External Funding is due.]
- 3.8 [Each Party will refund to the Lead Party on demand: any overpayment of any External Funding received by that Party; and any monies received by that Party which the Funding Body requires to be repaid in accordance with the Funding Conditions. Each Party will pay to the Funding Body any payments which are to be made by that Party in order to comply with the Funding Conditions. Each of the other Parties will indemnify the Lead Party and keep it indemnified against all and any refund, repayment or payment which the Lead Party is required to make under the Funding Conditions to the Funding Body on behalf of that other Party or as a consequence of that other Party's act or omission.]
- 3.9 The Lead Party will ensure that the Project Manager prepares and submits an account of all income and expenditure in connection with the Project [quarterly] to the Steering Committee.
- 3.10 The Lead Party will ensure that the Project Manager allows an independent chartered accountant appointed by any party, at that party's expense, to examine the accounts and records of the Project Manager relating to the Project provided:
- 3.10.1 at least [14] days written notice is given in advance [to the Project Manager];
- 3.10.2 the inspection or examination takes place during the Project Manager's normal working hours; and
- 3.10.3 the Party appointing the accountant and the accountant will keep confidential any information which it may acquire in the exercise of its rights under this Clause 3.10.
- 3.11 Each Party will pay each of the other Parties in accordance with the Payment Plan. Any Party to which another Party is obliged to make payments under the Payment Plan may appoint an independent chartered accountant, at its own expense, to examine the accounts and records of the Party which is obliged to make payments to it relating to its exploitation of the Results provided:

- 3.11.1 at least [14] days written notice is given in advance to the Party whose accounts and records are to be inspected;
- 3.11.2 the inspection or examination takes place during that Party's normal working hours; and
- 3.11.3 the inspecting party and the accountant will keep confidential any information that it may acquire in the exercise of its rights under this clause.

4. USE AND EXPLOITATION OF INTELLECTUAL PROPERTY RIGHTS

- 4.1 This Agreement does not affect the ownership of any Intellectual Property Rights in any Background or in any other technology, design, work, invention, software, data, technique, Know-how, or materials which are not Results. The Intellectual Property Rights in them will remain the property of the Party which that contributes them to the Project (or its licensors). No licence to use any Intellectual Property Rights is granted or implied by this Agreement except the rights expressly set out in this Agreement.
- 4.2 Each Party grants each of the other Parties a royalty-free, non-exclusive licence to use its Background for the purpose of carrying out the Project. None of the Parties may grant any sub-licence to use any other Party's Background except that any Commercial Party may allow any of its Group Companies, and any person working for or on behalf of it or any of its Group Companies, to use any Party's Background for the purpose of carrying out the Project, and except as permitted by any licence granted pursuant to clause 4.9.
- 4.3 The Party which creates or generates any Result will own the Intellectual Property Rights in that Result and, subject to its obligations under clause 4.9.4, [will take, after consultation with the Steering Committee, such steps as may be necessary] OR [may take such steps as it may decide] from time to time, at its expense, to register and maintain any protection for those Intellectual Property Rights, including filing and prosecuting patent applications for those Results, and taking any action in respect of any alleged or actual infringement of those Intellectual Property Rights.
- 4.4 Where any Result is created or generated by two or more Parties jointly and it is impossible to distinguish each Party's intellectual contribution to the creation of the Intellectual Property Rights in that Result, the Intellectual Property Rights in that Result will be co-owned by those Parties as tenants in common in equal shares. The co-owners may take such steps as they may decide from time to time, at their joint and equal expense, to register and maintain any protection for those Intellectual Property Rights, including filing and prosecuting patent applications, and taking any action in respect of any alleged or actual infringement of those Intellectual Property Rights. If one or more of the co-owners does not wish to take any such step or action, the other co-owner(s) may do so at their expense, and the co-owner(s) not wishing to take such steps or action will provide, at the expense of the co-owner making the request, any assistance that is reasonably requested of it.
- 4.5 Any co-owner of any of the Intellectual Property Rights in any Result may deal with and exploit those Intellectual Property Rights as though it were the sole owner, [without being required to account to any other co-owner for any share in the revenues generated by that dealing or exploitation] OR [subject to payment to the other co-owner(s) in accordance with the Payment Plan], provided that no co-owner may grant any third party any rights which detract from any other co-owner's right to deal with any co-owned Intellectual Property Rights as it sees fit.
- 4.6 Each of the Parties will ensure that its employees and students (if any) involved in the creation of the Results gives each of the other Parties such assistance (except financial assistance) as that other Party may reasonably request in connection with the registration and protection of the Intellectual Property Rights in its Results, including filing and prosecuting patent applications for any of its Results, and taking any action in respect of any alleged or actual infringement of those Intellectual Property Rights.

- 4.7 Where any third party (such as a student or contractor) is involved in the Project, the Party engaging that third party will ensure that that third party has assigned to that Party (including making a prospective assignment where appropriate) all rights which that third party has in the Results in order to be able to give effect to the provisions of this clause 4.
- 4.8 Each Party grants each of the other Parties a royalty free, non-exclusive licence to use the Results for the purpose of carrying out the Project. Any Commercial Party may allow its Group Companies, and any person working for or on behalf of it or any of its Group Companies to use any of the Results for the purpose of carrying out the Project.
- 4.9.1 Each Party (**the Potential Grantor**) will, if another Party (**the Party Wishing to Exploit**) gives it written notice (**an Option Notice**) at any time during the Project Period plus a further **[6] OR [12]** months (together called **the Option Period**), negotiate the terms on which the Potential Grantor will grant the Party Wishing to Exploit **[an exclusive] OR [a non-exclusive]** licence (with the right to sub-license) to use the Intellectual Property Rights in certain of the Potential Grantor's Results **[and its Background]**.
- 4.9.2 Following the Potential Grantor's receipt of an Option Notice, the Potential Grantor and the Party Wishing to Exploit will negotiate in good faith, for a period of up to **[90 days] OR [6 months]** after the date of receipt of the Option Notice (**the Negotiation Period**) the terms of an assignment or licence. If the Potential Grantor and the Party Wishing to Exploit are unable to agree the terms of an assignment or licence within the Negotiation Period, the rights of the Party Wishing to Exploit under clauses 4.9.1, 4.9.3 and 4.9.4 (but not the licence in clause 4.8) will lapse.
- 4.9.3 The Potential Grantor will not, during the Option Period or the Negotiation Period, negotiate with any other person with a view to granting a licence to use its Results or Background or assigning the Intellectual Property Rights in its Results or Background. nor grant a licence to use the Potential Grantor's Results or assign the Intellectual Property Rights in the Potential Grantor's Results to any other person. During the **[3][6] OR [12]** months following the end of the Negotiation Period, the Potential Grantor will not grant a licence of any of its Results or assign any of the Intellectual Property Rights in its Results or its Background to any person on any terms more favourable than those offered to the Party Wishing to Exploit pursuant to this clause 4.9.
- 4.9.4 Until the end of the Option Period and, if the Party Wishing to Exploit gives the Option Notice, until the earlier of the end of the Negotiation Period and the date of the assignment or grant of a licence pursuant to this clause 4.9, the Potential Grantor will consult with the Party Wishing to Exploit about making patent or other applications in respect of the Potential Grantor's Results. If, during the Negotiation Period, the Party Wishing to Exploit wishes the Potential Grantor to apply for any patent or any other protection in relation to any of those Results, the Party Wishing to Exploit will reimburse to the Potential Grantor the reasonable costs and expenses incurred by the Potential Grantor since the date of this Agreement in relation to the filing and prosecution of that patent or other application, including patent agents' fees, as a result of the Party Wishing to Exploit's request to apply for, or to maintain, any patent or other protection. If the Potential Grantor later licenses or assigns to another person any of the Results or the Background for which the Party Wishing to Exploit has paid any such costs and expenses, the Potential Grantor will reimburse those costs and expenses to the Party Wishing to Exploit.
- 4.10 Each Academic Party and each of its employees and students will have the irrevocable, royalty-free right to use any of the Results **[(except the following types of Result: [insert details])]** for Academic and Research Purposes **[including] OR [excluding]** research projects which are carried out by the Academic Party with any third party **[in the commercial sector] [and Clinical Patient Care]**.
- 4.11 Each of the Commercial Parties will have a royalty-free, non-exclusive, worldwide, indefinite licence to use any of the Results for Research Purposes only (with the right to sub-license to any Group Company and to any person working for, or on behalf of, the Commercial Party or any of its Group Companies, but only for the purpose of carrying out that work for Research Purposes, and otherwise without the right to sub-license).

5. **ACADEMIC PUBLICATION AND IMPACT**

- 5.1 The Project is undertaken by the Academic Parties in pursuance of a primary charitable purpose; that is the advancement of education through teaching and research. Therefore, notwithstanding any other provision of this Agreement, any employee or student of an Academic Party (whether or not involved in the Project) may, provided that Academic Party has not received a Confidentiality Notice under clause 5.2:
- 5.1.1 discuss work undertaken as part of the Project in the Academic Party's seminars, tutorials and lectures; and
- 5.1.2 Publish any Background of any of the Parties or any of the Results.
- 5.2 Each of the Academic Parties will submit to any other Party which owns the Intellectual Property Rights in any of the Results and to any Party which has contributed any Background to the Project, in writing, details of those Results, and of that Background which any employee or student of that Academic Party intends to Publish, at least [30][60] OR [90] days before the date of the proposed submission for Publication. Any other Party may, by giving written notice to the Party which has submitted those details (**a Confidentiality Notice**):
- 5.2.1 require that Party to delay the proposed Publication for a maximum of [insert period] month[s] after receipt of the Confidentiality Notice if, in its reasonable opinion, that delay is necessary in order to seek patent or other protection for any of the Intellectual Property Rights in any of the Results Publication of any of its Background or any of its Background which are to be Published; or
- 5.2.2 prevent the Publication or any of its Background which is Confidential Information and which, in each case, cannot be protected by patent or other Intellectual Property Right registration or which can be protected in that way but which the owner of that Result or the contributor of that Background has chosen not to protect in that way.

The Confidentiality Notice must be given within [15] OR [30] days after receipt of details of the proposed Publication. If a Confidentiality Notice is not received within that period, the proposed Publication may proceed, [except in relation to any other Party's Background which is that Party's Confidential Information and which may not be Published unless that Party has given its written consent to that Publication].

- 5.3 Each of the Parties acknowledge that the Academic Parties are required by their funders to demonstrate their impact on society and agrees to provide to each Academic Party any information which that Academic Party reasonably requests in order to allow it to demonstrate that impact provided that, under or pursuant to this clause: the Academic Parties will not be entitled to receive or disclose any other Party's Confidential Information or any information which identifies or allows any living individual to be identified and the information requested and disclosed under or pursuant to this clause will be general in nature.

6. **CONFIDENTIALITY**

- 6.1 [Without prejudice to any obligations of confidentiality in the Funding Conditions,] and subject to clause 5, none of the Parties will [, either during the Project Period or for [3][5][7] OR [10] years after the end of the Project Period,] disclose to any third party nor use for any purpose, except as expressly permitted by this Agreement, any other Party's Confidential Information.
- 6.2 None of the Parties will be in breach of any obligation to keep any Background, Results or other information confidential or not to disclose it to any third party to the extent that:
- 6.2.1 if it is received from another Party, it is known to the Recipient or any of the Recipient's Group Companies (demonstrable by written records) before its receipt from another Party, and it is not already subject to any obligation of confidentiality to another Party;

- 6.2.2 it is or becomes publicly known without any breach of this Agreement or any other undertaking to keep it confidential;
 - 6.2.3 it has been obtained by the Recipient or any of the Recipient's Group Companies from a third party in circumstances where the Recipient has no reason to believe that there has been a breach of an obligation of confidentiality to another Party;
 - 6.2.4 it has been developed by the Recipient or any of the Recipient's Group Companies without reference to another Party's Confidential Information; or
 - 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 or the Environmental Information Regulations 2004, none of the exceptions to that Act or those Regulations (as the case may be) applies to the information disclosed) or pursuant to the order of any Court of competent jurisdiction or the requirement of any competent regulatory authority and that, in each case where the law permits, the Party required to make that disclosure has informed the Party whose information it is, within a reasonable time after being required to make the disclosure, of the requirement to make the disclosure and the information required to be disclosed; or
 - 6.2.6 it is approved for release in writing by an authorised representative of the Party whose information it is.
- 6.3 None of the Parties will be in breach of any obligation to keep another Party's Background, Results or other information, confidential or not to disclose them to any third party by:
- 6.3.1 [except in relation to another Party's Background which is that Party's Confidential Information,] Publishing them if that Party has followed the procedure in clause 5.2 and has received no Confidentiality Notice within the period stated in that clause; or
 - 6.3.2 making them available to any student of that Academic Party who needs to know the same in order to exercise the rights granted in this Agreement, provided they are not used except as expressly permitted by this Agreement and the student undertakes to keep that Background, those Results and that information confidential.
- 6.4 None of the Parties will be in breach of any obligation to keep another Party's Background, Results or other information, confidential or not to disclose them to any third party, by making them available to any of its Group Companies or any person working for or on behalf of it or any of its Group Companies, who needs to know the same in order to exercise the rights granted in clause 4.2 or 4.8 provided they are not used except as expressly permitted by this Agreement and the recipient undertakes to keep that Background, those Results or that information confidential.
- 6.5 [No Party will be in breach of any obligation to keep any other Party's Confidential Information, confidential or not to disclose it to any third party by disclosing it to the Funding Body in accordance with the Funding Conditions.]
- 6.6 If any Party which is subject to the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 receives a request under that Act or those Regulations to disclose any information which, under this Agreement, is the Confidential Information of another Party, it will notify that other Party and will consult with it promptly and, before making any disclosure under that Act or those Regulations, it will take legal advice regarding the availability and applicability of any exemptions and any other options available, and will notify that other Party of the intended response to that request. That other Party will respond to the Party which received the request within [10] days after receiving the notice if that notice requests that other Party to provide information to assist the Party which received the request to determine whether or not an exemption to the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 applies to the information requested under that Act or those Regulations. That other Party may make representations in relation to that request and the proposed response and may request amendments to the proposed response. [At the request of another Party, except in order to comply with any court order or any

decision of the Information Commissioner or the Information Tribunal, the Party which received the request under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 (**the Disclosing Party**) will not disclose any information which, under this Agreement, is that other Party's Confidential Information in response to a request under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 provided that:

6.6.1 that other Party makes that request in writing within 10 days after receiving notice from the Disclosing Party under this clause 6.6; and

6.6.2 that other Party indemnifies the Disclosing Party and its employees and students (**the Indemnified Parties**), and keeps them fully and effectively indemnified, against each and every claim made against any of the Indemnified Parties as a result of the Disclosing Party not making any disclosure of the other Party's Confidential information in response to a request under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.]

6.7 None of the Parties will use another Party's name or the name of any of the Key Personnel provided by another Party, or another Party's logo, in any press release or product advertising, or for any other promotional purpose, without first obtaining that other Party's written consent..

6.8 [Notwithstanding any other provision of this Agreement, each Academic Party may identify the sums received from each of the other Parties in the Academic Party's Annual Report and similar publications][, and each Commercial Party may, in order to comply with any transparency reporting obligations to which it is subject, publish details of any transfers of value].]

7. LIMITATION OF LIABILITY

7.1 [Each of the Parties warrants to each of the other Parties that, to the best of its knowledge and belief (having made reasonable enquiry of those of its employees involved in the Project or likely to have relevant knowledge[, and in the case of each Academic Party any student involved in the Project], but not having made any search of any public register) any advice or information given by it or any of its employees or students who work on the Project, and the content or use of any Results, Background or materials, works or information provided in connection with the Project, will not constitute or result in any infringement of third party rights.

OR

7.1 None of the Parties makes any representation or gives any warranty to any of the other Parties that any advice or information given by it or any of its employees or students who work on the Project, or the content or use of any Results, Background or materials, works or information provided in connection with the Project, will not constitute or result in any infringement of third party rights.]

7.2 Except under [the warranty in clause 7.1 [and clause 7.10] and the indemnities in clauses [6.6,] 7.3 and 7.4, and subject to clause 7.8, none of the Parties accepts any liability or responsibility for any use which may be made by any other Party of any of the Results, nor for any reliance which may be placed by any other party on any of the Results, nor for advice or information given in connection with any of the Results.

7.3 Subject to clause 7.7.1, each [Commercial] Party (**the Indemnifying Party**) will indemnify each of the other Parties and their employees and students (together **the Indemnified Parties**), and keep them fully and effectively indemnified, against each and every claim made against any of the Indemnified Parties as a result of that Indemnifying Party's use of any of the following: the Results and any materials, works or information received from an Indemnified Party pursuant to this Agreement, provided that the Indemnified Party must:

- 7.3.1 promptly notify the Indemnifying Party of details of the claim;
- 7.3.2 not make any admission in relation to the claim;
- 7.3.3 take reasonable steps to mitigate its losses and expenses arising from the claim;
- 7.3.4 allow the Indemnifying Party to have the conduct of the defence and settlement of the claim; and
- 7.3.5 give the Indemnifying Party all reasonable assistance (at the Indemnifying Party's expense) in dealing with the claim.

The indemnity in this clause 7.3 will not apply to the extent that the claim arises as a result of the Indemnified Party's negligence, its deliberate breach of this Agreement, its breach of clause 6 or its knowing infringement any third party's Intellectual Property Rights or its knowing breach of any third party's rights of confidence.

- 7.4 Subject to clause 7.7.3, each Party will indemnify the other Parties keep them fully and effectively indemnified on demand against all costs, claims, demands, expenses and liabilities of any nature arising out of or in connection with any breach by it of Schedule 6.
- 7.5 Subject to clauses 7.7 and 7.8, and except under the indemnities in clauses [6.6,] 7.3 and 7.4, the liability of each Party to all of the other Parties for any breach of this Agreement, any negligence or arising in any other way out of the subject matter of this Agreement, the Project and the Results, will not extend to:
 - 7.5.1 any indirect damages or losses; or
 - 7.5.2 any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity, whether direct or indirect,

Even, in each case, if the Party bringing the claim has advised the other of the possibility of those losses, or even if they were within the other Party's contemplation.

- 7.6 Subject to clauses 7.7 and 7.9, the aggregate liability of each Party to all of the other Parties for any or all breaches of this Agreement, any negligence, or arising in any other way out of the subject matter of this Agreement, the Project and the Results, will not exceed in total [that Party's Financial Contribution][the portion of the External Funding allocated to that Party] OR [£insert figure].
- 7.7 Subject in each case to clause 7.8, the aggregate liability of each Party to the all the other Parties:
 - 7.7.1 under the indemnity in clause 7.3 will not exceed in total £[insert figure];
 - 7.7.2 under the indemnity in clause 7.4 will not exceed in total £[insert figure];
 - [7.7.3 for all and any breaches of the Funding Conditions will not exceed in total [the amount of the External Funding].
- 7.8 Nothing in this Agreement limits or excludes any Party's liability for:
 - 7.8.1 death or personal injury caused by negligence;
 - 7.8.2 any fraud or for any sort of liability which, by law, cannot be limited or excluded; or
 - 7.8.3 [any loss or damage caused by a deliberate breach of this Agreement].
- 7.9 The express undertakings and warranties given by the Parties in this Agreement are in lieu of all other warranties, conditions, terms, undertakings and obligations, whether express or

implied by statute, common law, custom, trade usage, course of dealing or in any other way. All of these are excluded to the fullest extent permitted by law.

- 7.10 [Any assignment of Intellectual Property Rights made under or pursuant to this Agreement is made or will be made with full title guarantee.] OR [Each of the Parties warrants to each the other Parties that, in relation to any assignment of Intellectual Property Rights made by it under or pursuant to this Agreement:

7.11.1 the Party making that assignment has the right to dispose of those Intellectual Property Rights and that it will, at its own cost, do all that it reasonably can to give the title which it purports to give; and

7.11.1 that the Intellectual Property Rights assigned are free from all charges and encumbrances and rights of any third party (except those of which the Party making that assignment is unaware or of which could not reasonably be aware).]

8. FORCE MAJEURE

If the performance by any Party of any of its obligations under this Agreement (except a payment obligation) is delayed or prevented by circumstances beyond its reasonable control, that Party will not be in breach of this Agreement because of that delay in performance. However, if the delay in performance lasts for more than [3] OR [6] months, the other Parties may, if they unanimously agree to do so, give that Party notice treating it as having withdrawn from the Project and the provisions of clauses 9.4 - 9.12 (inclusive) will apply.

9. TERMINATION AND WITHDRAWAL

- 9.1 If they unanimously agree to do so, the other Parties may treat any Party as having withdrawn from the Project with immediate effect by giving notice to that Party if that Party:

9.1.1 is in breach of any provision of this Agreement (including an obligation to make payment) and (if it is capable of remedy) the breach has not been remedied within [30][60] OR [90] days after receipt of written notice specifying the breach and requiring its remedy;

9.1.2 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 its assets, or if it makes any arrangement with its creditors; or

9.1.3 commits any breach of Schedule 5 [or Schedule 7].

- 9.2 Each of the Parties will notify the Project Manager 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 [3] OR [6] months after the date of that notice, the Party who originally appointed that member of the Key Personnel will nominate a successor. The other Parties will not unreasonably refuse to accept the nominated successor, but if the successor is not acceptable to the other Parties on reasonable grounds, the other parties may treat that Party as having withdrawn from the Project by giving not less than [3] months' notice.

- 9.3 [Any Commercial Party may withdraw from the Project at any time, provided it complies with clauses 9.10 and 9.11, by giving not less than [3] months' notice to all of the other Parties.]

- 9.4 If a Party withdraws or is treated as having withdrawn from the Project, the other Parties will use reasonable endeavours to reallocate the obligations of that Party under this Agreement [and under the Funding Conditions] amongst themselves or to a third party acceptable to the remaining Parties [and the Funding Body], provided that that third party agrees to be bound by the terms of this Agreement [and the Funding Conditions].

- 9.5 Clauses 1, 3, 4 (subject to the provisions of this clause 9), 5, 6, 7, 8, 9.4, 9.5, 9.6, 9.7, 9. 8, 9.9, 9.10, 9.11, 9.12 and 10 will survive the completion or termination of the Project, the

expiry of this Agreement, or the withdrawal or deemed withdrawal of any Party for any reason and will continue in force indefinitely or, in the case of clause 6, in accordance with clause 6.1.

- 9.6 Rights in respect of its Background granted under this Agreement by a Party which withdraws or is treated as having withdrawn will continue indefinitely and will be extended to any new party to this Agreement.
- 9.7 Rights in respect of its Results granted under this Agreement by a Party which withdraws or is treated as having withdrawn will continue indefinitely and will be extended to any new party to this Agreement.
- 9.8 Subject to clause 9.9, all rights to use any other Party's Intellectual Property Rights granted under this Agreement to a Party which withdraws or is treated as having withdrawn will cease immediately on the expiry of the withdrawal notice given by or to that Party. If the Lead Exploitation Party withdraws or is treated as having withdrawn from the Project, it will immediately reassign to each of the other Parties all Intellectual Property Rights in the Results assigned to it by that Party.
- 9.9 Any rights to use any Results or Background for Academic and Research Purposes and any right to Publish in accordance with clause 5 will survive the withdrawal or deemed withdrawal of any Party and continue indefinitely.
- 9.10 Subject to clause 9.12, on the termination of this Agreement, the Commercial Parties will pay the Academic Parties for all work done before termination. If a Commercial Party withdraws or is treated as having withdrawn from the Project, it will pay the other Parties for all work done before termination [and not covered by the External Funding] and it will re-imburse the other Parties for all costs and expenses which they have incurred or agreed to incur and which they are unable to cancel.
- 9.11 Subject to clause 9.12, following the withdrawal or deemed withdrawal of a Commercial Party, if its Financial Contribution was intended to cover the costs of employing any Academic Party's staff involved in the Project, that Commercial Party will continue to reimburse, in accordance with clause 3, the actual direct employment costs of staff who were appointed by that Academic Party to work on the Project before the service of the withdrawal notice, provided that that Academic Party takes all reasonable steps to minimise those costs. Reimbursement will continue until the effective date of termination of each staff contract or the date on which the Project was to have ended (whichever is the earlier). Those direct employment costs will include a proportion of any redundancy costs which have been incurred by that Academic Party as a direct result of the withdrawal or deemed withdrawal of that Commercial Party, that proportion to be calculated by dividing the individual's involvement in the Project by the duration of his period of employment by that Academic Party.
- 9.12 A Party which withdraws or which is treated as having withdrawn from the Project may not recover from any of the other Parties any of its costs incurred in connection with the Project to the extent that those costs were incurred after the date of its withdrawal.

10. GENERAL

- 10.1 **Notices** : Any notice to be given under this Agreement must be in writing, must be delivered to the other Party or Parties 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.

Method of service	Deemed day of receipt
By hand or courier	the day of delivery
By pre-paid first class post	the second Business Day after posting

By recorded delivery post

the next Business Day after posting

The Parties' respective representatives for the receipt of notices are, until changed by notice given in accordance with this clause, as follows:

For AAA:

Name:

Address:

For XXX:

Name:

Address:

For BBB:

Name:

Address:

For ZZZ:

Name:

Address:

- 10.2 **Assignment etc:** None of the Parties 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 all of the other Parties[, except that a Commercial Party may assign this Agreement as a whole to a Group Company without the consent of the other Parties]. No Party will unreasonably withhold or delay its consent.
- 10.3 **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.
- 10.4 **Waiver of rights:** If a Party fails to enforce or delays in enforcing an obligation of any 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 by a Party of any provision of this Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.
- 10.5 **No agency etc:** 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. None of the Parties has any authority to make any representation or commitment, or incur any liability, on behalf of any other.
- 10.6 **Entire agreement:** This Agreement [and the Funding Conditions] constitute[s] 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 [or the Funding Conditions]. 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 [or the Funding Conditions]. However, this clause 10.6 does not exclude any liability which any Party may have to any other (or any right which any Party may have to rescind this Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Agreement.
- 10.7 **Formalities:** Each Party will take any action and execute any document reasonably requested by any 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 of doing so.

- 10.8 **Amendments:** No variation or amendment of this Agreement will be effective unless it is made in writing and signed by each Party's representative.
- 10.9 **Third parties:** No one except a Party has any right to prevent the amendment of this Agreement or its termination, and no one except a Party may enforce any benefit conferred by this Agreement, except that each Indemnified Party will have the benefit of the relevant indemnity and Key Personnel will have the benefit of and enforce clause 6.7, in each case under the Contracts (Rights of Third Parties) Act 1999.
- 10.10 **Governing law:** This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation are governed by, and this Agreement is to be construed in accordance with, English law. The English Courts will have exclusive jurisdiction to deal with any dispute (including any non-contractual claim or dispute) which has arisen or may arise out of or in connection with this Agreement, except that a Party may bring proceedings to protect its Intellectual Property Rights or Confidential Information in any jurisdiction.
- 10.11 **Escalation:** If the Parties are unable to reach agreement on any issue concerning this Agreement or the Project within [14] days after one Party has notified the Project Manager of that issue, they will refer the matter to [insert officer] in the case of AAA, to [insert officer] in the case of BBB, to [insert officer] in the case of XXX, and to [insert officer] in the case of ZZZ in an attempt to resolve the issue within [14] days after the referral. Any Party may bring proceedings in accordance with clause 10.10 if the matter has not been resolved within that [14] day period, and any Party may apply to the court for an injunction, whether or not any issue has been escalated under this clause 10.11.
- 10.12 **Anti-Bribery:** Each Party will comply with the provisions set out in Schedule 5.
- 10.13 **Data Protection:** Each Party will comply with the provisions set out in Schedule 6.
- 10.14 **Counterparts:** This Agreement may be executed in any number of counterparts. Once it has been executed and each Party has executed at least one counterpart, each counterpart will constitute a duplicate original copy of this Agreement. All the counterparts together will constitute a single agreement. The transmission of an executed counterpart of this Agreement (but not just a signature page) by e-mail (such as in PDF or JPEG) will take effect as the delivery of an executed original counterpart of this Agreement. [If that method of delivery is used, each Party will provide the other Party with the original of the executed counterpart as soon as possible.]
- [10.15 **Export Control:** each Party will comply with applicable UK export control legislation and regulations. Each Party will comply with the specific conditions of any US export control legislation of which another Party has informed it writing and which are applicable to it.]

SIGNED for and on behalf of **AAA:**

SIGNED for and on behalf of **BBB:**

Name

Name

Position

Position

Signature

Signature

SIGNED for and on behalf of **XXX**:

SIGNED for and on behalf of **ZZZ**:

Name

Name

Position

Position

Signature

Signature

[Read and understood by [insert details of the person directing and supervising the Project, as stated in Clause 2.2]:

Signature:.....
.....
.....

Date:]

SCHEDULE 1

The Financial Contributions

SCHEDULE 2

The Project Plan

Project Title

Project Objectives

Location

Background/Materials to be contributed by each Party

Tasks to be carried out by each Party

Timetable

Human resources, facilities and equipment each Party is to provide

Results Anticipated

Key Personnel of each Party

Allocation of External Finding

[Equipment ownership]

Other Terms

[SCHEDULE 3

The Funding Conditions]

SCHEDULE 4

Good Data Management Practices

1. Research data must be generated using sound scientific techniques and processes;
2. Research data must be accurately recorded in accordance with good scientific practices by the people conducting the research;
3. Research data must be analysed appropriately, without bias and in accordance with good scientific practices;
4. Research data and the Results must be stored securely and be easily retrievable;
5. Data trails must be kept to allow people to demonstrate easily and to reconstruct key decisions made during the conduct of the research, presentations made about the research and conclusions reached in respect of the research; and
6. Each Party must have the right, on not less than [30] days written notice, to visit any other Party to verify that the other Party is complying with the above practices and procedures.

SCHEDULE 5

Anti-Bribery

1. Each Party will, in connection with the Project:
 - 1.1 comply with all laws, statutes and regulations which apply to it or its activities and which relate to anti-bribery or anti-corruption (or both) including the Bribery Act 2010;
 - 1.2 not do anything which would constitute an offence under section 1, 2 or 6 of the Bribery Act 2010 if it had been carried out in the United Kingdom;
 - 1.3 have policies and procedures (including adequate procedures as determined in accordance with section 7(2) of the Bribery Act 2010 and any guidance issued under section 9 of that Act) to ensure compliance with paragraphs 1.1 and 1.2;
 - 1.4 follow and enforce the policies and procedures referred to in paragraph 1.3 above;
 - 1.5 promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by it;
 - 1.6 provide such evidence of compliance with this Schedule as the other Party may reasonably request from time to time;
 - 1.7 keep accurate and up to date records and books of account showing all payments made by it in connection with this Agreement and the Project and the steps taken by it to comply with this Schedule. (Those records and books of account must be sufficient to allow the other Parties to verify compliance with this Schedule.)
 - 1.8 on request during normal working hours, and allow the other Parties access to and to copy those records and accounts and to meet with its personnel to audit compliance with this Schedule.
2. Each Party will ensure that any person associated with it (as determined in accordance with section 8 of the Bribery Act 2010 and paragraph 4 below) who is involved in the Project, is involved in the Project only on the basis of a written contract which imposes on that person terms equivalent to those imposed on that Party in this Schedule.
3. Each Party will ensure that each person referred to in paragraph 2 above complies with terms equivalent to the terms imposed by this Schedule, and will be liable to the other Party for any breach by that person of any of those terms.
4. A person associated with a Party includes its employees, its students, its group companies and subcontractors and their respective employees.

SCHEDULE 6

Data Protection

Part 1

Where one or more Parties Processes any Personal Data for the purpose of the Project on behalf of any other Party, the provisions of Part 1 this Schedule will apply to them.

1. [AAA][BBB][XXX][and][ZZZ] will determine the purpose(s) of the Processing of the Personal Data Processed for the purposes of the Project (the Project Personal Data) and [each of them] will be **the Controller**, and [each of] [AAA][BBB][XXX][and][ZZZ] will be **the Processor**.
2. The Appendix to this Schedule lists the subject matter of the Processing, the duration of the Processing, the nature and purpose of the Processing, the types of Personal Data Processed and the categories of Data Subjects to whom the Project Personal Data relate.
3. Each Party's obligations under this Schedule are in addition to, and do not relieve, remove or replace, its obligations under the Data Protection Legislation.
4. Each Party will, where required by the Data Protection Legislation, appoint a Data Protection Officer, provide details of that person to the other Party and notify the other Party as soon as reasonably possible of any changes in that person or his or her details.
5. The Processor will:
 - 5.1 Process the Project Personal Data only in accordance with the Controller's written instructions from time to time, including with regard to transfers of the Project Personal Data to a country outside the European Union (which, for these purposes, includes the United Kingdom, even if it is no longer a member of the European Union) or to an International Organisation, unless required to do so by any law to which the Processor is subject; in such a case, the Processor will inform the Controller of that legal requirement before Processing the relevant Project Personal Data, unless that law prohibits such information on important grounds of public interest;
 - 5.2 as soon as reasonably possible inform the Controller if the Processor thinks that any instruction to hand information to the Controller is in breach of the Data Protection Legislation;
 - 5.3 Process the Project Personal Data only for the purpose of carrying out the Project;
 - 5.4 ensure that all persons authorised by it to Process the Project Personal Data, before they have access to the Project Personal Data, have received appropriate training in relation to data protection and the protection and use of Personal Data and have committed themselves to keep the Project Personal Data confidential (at least to the same standard of confidentiality as is required by this Agreement) or are under an appropriate statutory obligation of confidentiality;
 - 5.5 maintain a written record of all categories of Processing activities carried out on behalf of the Controller, containing:
 - 5.5.1 the name and contact details of the Processor and its Subprocessors and of the Controller, and, where applicable, of the Processor's and its Subprocessors' Data Protection Officers and any Representative;
 - 5.5.2 the categories of Processing of Personal Data carried out on behalf of the Controller;

- 5.5.3 where applicable, transfers of any of the Project Personal Data outside the European Union (which, for these purposes, includes the United Kingdom, even if it is no longer a member of the European Union) or to an International Organisation, including the identification of that country or International Organisation and documentation of suitable safeguards adopted in connection with that transfer; and
 - 5.5.4 a general description of the technical and organisational security measures taken in respect of the Project Personal Data.
 - 5.6 provide the Controller, on request, with a copy of the records referred to in paragraph 5.5;
 - 5.7 make the records referred to in paragraph 5.5 available to any competent Supervisory Authority on request and will, as soon as reasonably possible, notify the Controller that it has done so; and
 - 5.8 all other respects, comply with all the duties and obligations imposed from time to time on Processors by the Data Protection Legislation.
6. Without prejudice to paragraph 5, the Processor will take appropriate technical and organisational measures:
- 6.1 in such a way that the Processing of the Project Personal Data will meet the requirements of the Data Protection Legislation and will ensure the protection of the rights of Data Subjects and allow the Controller to fulfil its obligations to Data Subjects, including the Controller's obligations to respond to requests by Data Subjects to exercise their rights of access, rectification or erasure, to restrict or object to the processing of their Personal Data, or to data portability;
 - 6.2 to ensure a level of security appropriate to the risk, including amongst other things, as appropriate:
 - 6.2.1 the encryption of the Project Personal Data;
 - 6.2.2 the ability to ensure the on-going confidentiality, integrity, availability and resilience of systems and services Processing the Project Personal Data;
 - 6.2.3 the ability to restore the availability and access to the Project Personal Data in a timely manner in the event of a physical or technical incident;
 - 6.2.4 having and implementing a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing of the Project Personal Data; and
 - 6.3 to ensure the security of the Project Personal Data and the reliability of the Processor's personnel who may have access to, or be involved in, the Processing of the Project Personal Data, including by carrying out appropriate verification checks.
7. Without prejudice to the provisions of paragraph 6, the Processor will keep all of the Project Personal Data secure from any unauthorised or accidental use, access, disclosure, damage, loss or destruction.
8. The Processor will take steps to ensure that any natural person acting under its authority who has access to any of the Project Personal Data does not Process them except on instructions from the Controller, unless he or she is required to do so by applicable law.
9. The Processor will not transfer any of the Project Personal Data outside the European Union (which, for these purposes, includes the United Kingdom, even if it is no longer a member of the European Union) or to an International Organisation, even if in response to a legal

requirement outside Europe without first obtaining the written consent of the Controller and, notwithstanding the Controller giving any such consent, the Processor will not make any such transfer except in accordance with the Data Protection Legislation.

10. Without prejudice to paragraph 9:

10.1 if the Processor Processes any of the Project Personal Data in, or transfers any of it to, a country or territory outside the European Union (which, for these purposes, includes the United Kingdom, even if it is no longer a member of the European Union) which does not ensure an adequate level of protection for the rights and freedoms of Data Subjects in relation to the Processing of Personal Data, the Processor will first enter into the standard contractual clauses for the transfer of personal data from the EU to third countries (controller-to-processor transfers) contained in the Annex to the Commission Decision of 5 February 2010 (Decision 2010/87/EU) amending Decision 2002/16/EC (or any standard or model clauses or agreement replacing the same) **(the Standard Contractual Clauses)** with the Controller; and

10.2 without prejudice to paragraph 10.1, if the Processor is in the European Union (which, for these purposes, includes the United Kingdom, even if it is no longer a member of the European Union) but will use a Subprocessor in, or will transfer any of the Project Personal Data to a Subprocessor in, a country or territory outside the European Union (which, for these purposes, includes the United Kingdom, even if it is no longer a member of the European Union) which does not ensure an adequate level of protection for the rights and freedoms of Data Subjects in relation to the Processing of Personal Data, the Processor will first enter into the Standard Contractual Clauses with that Subprocessor on behalf of, and in the name of, the Controller.

11. The Processor will, on the Controller's request:

11.1 comply with any request from the Controller to amend, rectify, transfer, block or destroy any of the Project Personal Data;

11.2 [securely destroy and permanently delete from the Processor's and its Subprocessors' systems (including back-up and archive systems)]OR [deliver to the Controller in [XXX] format] all copies of any of the Project Personal Data held by the Processor or any of its Subprocessors and in any case on the termination or expiry of this Agreement (except any of the Project Personal Data which any law to which the Processor is subject requires the Processor to continue to store that Personal Data);

11.3 provide the Controller with such information about the Processor's and its Subprocessors' Processing of the Project Personal Data and such assistance as the Controller may request from time to time to allow the Controller to meet its obligations under the Data Protection Legislation, including the Controller's obligations to Data Subjects and in relation to data security and Data Protection Impact Assessments, and to allow the Controller to be able to demonstrate compliance with the Data Protection Legislation;

11.4 take such other action or refrain from taking any action necessary to comply with, or to allow the Controller to comply with, the Data Protection Legislation or the order of any competent Supervisory Authority or court of competent jurisdiction; and

11.5 co-operate with any competent Supervisory Authority.

12. The Processor will notify the Controller as soon as reasonably possible if the Processor becomes aware of any of the following: any breach of this Schedule, any breach of any of the Data Protection Legislation, and any Personal Data Breach. That notice must (at least):

12.1 describe the nature and facts of the breach including, where possible, the categories and approximate number of Data Subjects (if any) concerned and the categories and approximate number of data records concerned;

- 12.2 communicate the name and contact details of the Data Protection Officer or other contact point where more information can be obtained;
 - 12.3 describe the likely consequences of the breach; and
 - 12.4 describe the measures taken or proposed to be taken by the Supplier to address and remedy the breach, including, where appropriate, to mitigate its possible adverse effects.
13. The Processor will give written notice to the Controller, as soon as reasonably possible, should the Processor or any Subprocessor receive any request, complaint, notice, order or communication which relates directly or indirectly to the Processing of the Project Personal Data or to compliance with the Data Protection Legislation and, at the same time, will forward that request, complaint, notice, order or communication to the Controller. The Processor will co-operate with the Controller and give it such information and assistance as the Controller may reasonably require in relation to that request, complaint, notice or communication to enable the Controller to respond to the same in accordance with any deadline and any requirement to provide information. The Processor will not act on any such request, complaint, notice, order or communication without first obtaining the Controller's written consent.
14. The Processor will allow the Controller (or its representatives) at reasonable times and from time to time, to inspect and review the Processor's and its Subprocessors compliance with this Schedule and the Data Protection Legislation and the Processor will give the Controller any assistance which the Controller may reasonably require in connection with that inspection and review. The Processor will ensure that its Subprocessors will give the Controller any assistance the Controller reasonably requires to carry out that inspection and review.
15. The Processor will, as quickly as possible, rectify any and all security weaknesses and vulnerabilities reported to it by the Controller and will confirm to the Controller in writing when this has been done.
16. In the event of an unexpected event which affects the Processor's ability to process the Project Personal Data in accordance with this Schedule, including any storm, fire, flood, telecommunications failures, IT systems failures and breaches of security, the Processor will invoke and implement a recovery plan so that the Processor is still able to provide and does Process the Project Data in accordance with this Schedule.
17. The Processor will comply with [BS ISO/IEC 27001:2013, the Information Security Management System Standard published by the International Organization for Standardization and 27002:2014, the Code of Practice for Information security Controls, each as amended from time to time or, in each case, any higher standard published from time to time by the relevant authority (ISO 27001)] and will provide to the Controller, at least once every 12 months, a report or certificate by an independent third party qualified to give that report or certificate of the Processor's and its Subprocessors' compliance with this Schedule and [ISO 27001]. [The Processor will neither do, nor omit to do, anything which places the Controller in breach of ISO 27001. The Processor will promptly supply any and all information and will complete any and all questionnaires which the Controller reasonably requests to allow the Controller to obtain or maintain certification under ISO 27001 and to allow the Controller to comply with ISO 27001.]
18. The Processor will not appoint any Subprocessor without first obtaining the Controller's written consent. Notwithstanding the Controller giving any consent to the Processor appointing any Subprocessor, Processor will:
 - 18.1 impose on each Subprocessor obligations equivalent to or at least as onerous as those imposed on the Processor in this Schedule;

- 18.2 monitor each Subprocessor's compliance with those obligations and ensure that each Subprocessor complies with those obligations; and
 - 18.3 be liable to the Controller for the acts and omissions of the Processor's Subprocessors as though they were the Processor's own acts and omissions.
19. This Schedule will, at the request of either Party, be amended from time to time insofar as is necessary or desirable to achieve any or all of the following:
 - 19.1 to bring this Schedule or either Party's or both Parties' obligations in respect of the Project Personal Data into line with the Data Protection Legislation; or
 - 19.2 to allow either Party or both Parties to comply with the Data Protection Legislation and the requirements and recommendations of any competent Supervisory Authority.
20. The Controller will comply with all the duties and obligations imposed from time to time on Controllers by the Data Protection Legislation and, without prejudice to the foregoing, the Controller will:
 - 20.1 establish and document the legal basis or bases on which the Controller Processes any and all of the Project Personal Data;
 - 20.2 where any Special Category Personal Data is Processed, establish and document the condition which justifies the Processing of that Special Category Personal Data for the purposes of the Project;
 - 20.3 provide Data Subjects with all information necessary to, and obtain any and all Consents from Data Subjects necessary to, allow the Controller to: Process their Personal Data in accordance with this Schedule; transfer their Personal Data to the Processor; and have the Processor Process their Personal Data in accordance with this Schedule, including (without limitation) any automated decision making or profiling carried out by the Processor on the Controller's instructions or at the Controller's request;
 - 20.4 at the Processor's request, provide the Processor with details of the legal basis on which any the Project Personal Data are Processed and the condition which justifies the Processing of any Special Category Personal Data, and with copies of any Consent obtained from any Data Subject;
 - 20.5 if the legal basis for Processing any of the Project Personal Data or the condition to be met to justify the Processing of any Special Category Personal Data for the purposes of the Project is the Data Subject's Consent, and that Consent is withdrawn, or if any Data Subject objects to any Processing of his or her Personal Data carried out by the Processor for the Controller or exercises his or her right to erasure or restriction or any other right under the Data Protection Legislation, as soon as possible, give notice of that withdrawal, objection or the exercise of that right and of the Project Personal Data affected to the Processor. (The Processor may stop Processing that Project Personal Data and delete it from its systems unless the Controller demonstrates that there is another legal basis for Processing that Project Personal Data, or that the Processing meets any other condition which justifies the Processing of Special Category Personal Data for the purposes of the Project, or that there are compelling legitimate grounds for the Processing which override the interests, rights and freedoms of the Data Subject, or that the Processing is necessary for the establishment, exercise or defence of legal claims.);
 - 20.6 provide the Processor with such instructions regarding the Processing of the Project Personal Data as may be necessary to allow the processor to Process the Project Personal Data for the purposes of the Project and not give the Processor any unlawful instruction;

- 20.7 not instruct the Processor to transfer any of the Project Personal Data outside the European Union (including for these purposes the UK, even though the UK may have ceased to be a member state of the European Union) or to an International Organisation unless: i) the European Commission has made a Decision of Adequacy; or ii) the Controller has provided appropriate safeguards and has provided the Processor with details of any safeguards which the Controller has implemented to ensure that the transfer is not in breach of the Data Protection Legislation;
- 20.8 carry out any Data Protection Impact Assessments in respect of the Processing of the Project Personal Data necessary to comply with the Data Protection Legislation
21. All expressions used in this Schedule beginning with a capital letter (and not defined in this Schedule or elsewhere in this Agreement) have the meaning given to them in the Data Protection Legislation.
22. The provisions of this Schedule will continue in full force and effect for so long as the Processor Processes any Personal Data on behalf of the Controller, notwithstanding the termination of this Agreement or the completion of the Project.
23. The Processor will indemnify the Controller and keep the Controller fully and effectively indemnified on demand against any and all costs, claims, demands, damages, expenses and liabilities of any nature and against any and all fines and penalties arising out of or in connection with any breach by the Processor or any of its Subprocessors of this Schedule. This paragraph will survive the termination of this Agreement, the completion of all Processing of the Project Personal Data by the Processor and its Subprocessors and the completion of the Project, and will continue in force without limit in time.

The Appendix

The Subject Matter of the Processing
[insert details]

The Duration of the Processing
[insert details]

The Nature and Purpose of the Processing
[insert details]

The Types of Personal Data Processed
[insert details]

The Categories of Data Subjects to whom the Project Personal Data relate
[insert details]

Part 2

Where more than one of the Parties determine the purpose of the Processing in respect of any Personal Data which is Processed for the purpose of the Project, the provisions of Part 2 of this Schedule will apply to them.

1. [AAA][BBB][XXX][and][ZZZ] (the **Controllers**) will be a Controller in relation to Personal Data Processed for the purposes of the Project (**the Project Personal Data**).
2. The Appendix to this Schedule lists the subject matter of the Processing, the duration of the Processing, the nature and purpose of the Processing, the types of Personal Data Processed, the categories of Data Subjects to whom the Project Personal Data relate, and the retention periods for the Project Personal Data.

3. Each Controller's obligations under this Schedule are in addition to, and do not relieve, remove or replace, its obligations under the Data Protection Legislation.
4. Each Controller will, where required by the Data Protection Legislation, appoint a Data Protection Officer, provide details of that person to the other Controller(s) and notify the other Controller(s), as soon as reasonably possible, of any changes in that person or his or her details.
5. Each Controller will:
 - 5.1 Process the Project Personal Data only for the purpose of carrying out the Project;
 - 5.2 ensure that all persons authorised by it to Process the Project Personal Data, before they have access to the Project Personal Data, have received appropriate training in relation to data protection and the protection and use of Personal Data and have committed themselves to keep the Project Personal Data confidential (at least to the same standard of confidentiality as is required by this Agreement) or are under an appropriate statutory obligation of confidentiality;
 - 5.3 maintain a written record of all categories of Processing activities carried out by it, containing:
 - 5.3.1 the name and contact details of any Processor (which for the purposes of this Schedule includes, where the context permits, any Subprocessor) used by it to Process any of the Project Personal Data and, where applicable, of the any Processors' Data Protection Officers and any Representative;
 - 5.3.2 the categories of Processing of Personal Data carried out by it or any Processor used by it to Process any of the Project Personal Data;
 - 5.3.3 where applicable, transfers of the Project Personal Data outside the European Union (which, for these purposes, includes the United Kingdom, even if it is no longer a member of the European Union) or to an International Organisation, including the identification of that country or International Organisation and documentation of suitable safeguards adopted in connection with that transfer; and
 - 5.3.4 a general description of the technical and organisational security measures taken in respect of any of the Project Personal Data.
 - 5.4 provide the other Controller(s), on request, with a copy of the records referred to in paragraph 5.3; and
 - 5.5 make the records referred to in paragraph 5.3 available to any competent Supervisory Authority on request and will, as soon as reasonably possible, notify the other Controller(s) that it has done so.
6. Without prejudice to paragraph 5, each Controller will take appropriate technical and organisational measures:
 - 6.1 in such a way that its Processing of the Project Personal Data will meet the requirements of the Data Protection Legislation and will ensure the protection of the rights of Data Subjects and allow it and the other Controller(s) to fulfil its obligations to Data Subjects;
 - 6.2 to ensure a level of security appropriate to the risk, including amongst other things, as appropriate:
 - 6.2.1 the encryption of the Project Personal Data;

- 6.2.2 the ability to ensure the on-going confidentiality, integrity, availability and resilience of systems and services Processing the Project Personal Data;
 - 6.2.3 the ability to restore the availability and access to the Project Personal Data in a timely manner in the event of a physical or technical incident;
 - 6.2.4 having and implementing a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing of the Project Personal Data; and
- 6.3 to ensure the security of the Project Personal Data and the reliability of its personnel who may have access to, or be involved in, the Processing of the Project Personal Data, including by carrying out appropriate verification checks.
- 7. Without prejudice to the provisions of paragraph 6, each Controller will keep all of the Project Personal Data secure from any unauthorised or accidental use, access, disclosure, damage, loss or destruction.
- 8. Each Controller will take steps to ensure that any natural person acting under its authority who has access to any of the Project Personal Data does not Process them except on its instructions, unless he or she is required to do so by applicable law.
- 9. No Controller will transfer any of the Project Personal Data outside the European Union (which, for these purposes, includes the United Kingdom, even if it is no longer a member of the European Union) or to an International Organisation, even if in response to a legal requirement outside Europe without first obtaining the written consent of the other Controller(s) and, notwithstanding any other Controller giving any such consent, the Controller(s) will make any such transfer except in accordance with the Data Protection Legislation.
- 10. Without prejudice to paragraph 9:
 - 10.1 if any Controller Processes any of the Project Personal Data in, or transfers any of it to, a country or territory outside the European Union (which, for these purposes, includes the United Kingdom, even if it is no longer a member of the European Union) which does not ensure an adequate level of protection for the rights and freedoms of Data Subjects in relation to the Processing of Personal Data, it will first enter into the standard contractual clauses for the transfer of personal data from the EU to third countries (controller-to-controller transfers) contained in the Annex to the Commission Decision of 27 December 2004 (Decision 2004/915/EU) amending Decision 2001/497/EC (or any standard or model clauses or agreement replacing the same) with the other Controller(s); and
 - 10.2 without prejudice to paragraph 10.1, if any Controller is in the European Union (which, for these purposes, includes the United Kingdom, even if it is no longer a member of the European Union) but will use a Processor in, or will transfer any of the Project Personal Data to a Processor in, a country or territory outside the European Union (which, for these purposes, includes the United Kingdom, even if it is no longer a member of the European Union) which does not ensure an adequate level of protection for the rights and freedoms of Data Subjects in relation to the Processing of Personal Data, it will first enter into the standard contractual clauses for the transfer of personal data from the EU to third countries (controller-to-processor transfers) contained in the Annex to the Commission Decision of 5 February 2010 (Decision 2010/87/EU) amending Decision 2002/16/EC (or any standard or model clauses or agreement replacing the same) with that Processor on its own behalf and on behalf of, and in the name of, the other Controller(s).
- 11. Each Controller will, on the request of any other Controller:

- 11.1 comply with any request from that other Controller to amend, rectify, transfer, block or destroy any of the Project Personal Data;
 - 11.2 provide the other Controller(s) with such information about its and its Processors' Processing of the Project Personal Data and such assistance as any other Controller may request from time to time to allow each of the other Controller(s) to meet its obligations under the Data Protection Legislation, including the other Controller's obligations to Data Subjects and in relation to data security and Data Protection Impact Assessments, and to allow the other Controller to be able to demonstrate compliance with the Data Protection Legislation;
 - 11.3 take such other action or refrain from taking any action necessary to comply with, or to allow the other Controller(s) to comply with, the Data Protection Legislation or the order of any competent Supervisory Authority or court of competent jurisdiction; and
 - 11.4 co-operate with any competent Supervisory Authority.
12. Each Controller will notify the other Controller(s) as soon as reasonably possible if it becomes aware of any of the following: any breach of this Schedule, any breach of any of the Data Protection Legislation, and any Personal Data Breach. That notice must (at least):
 - 12.1 describe the nature and facts of the breach including, where possible, the categories and approximate number of Data Subjects (if any) concerned and the categories and approximate number of data records concerned;
 - 12.2 communicate the name and contact details of the Data Protection Officer or other contact point where more information can be obtained;
 - 12.3 describe the likely consequences of the breach; and
 - 12.4 describe the measures taken or proposed to be taken by the Controller(s) to address and remedy the breach, including, where appropriate, to mitigate its possible adverse effects.
13. Each Controller will give written notice to the other Controller(s), as soon as reasonably possible, should it or any of its Processors receive any request, complaint, notice, order or communication which relates directly or indirectly to the Processing of the Project Personal Data or to compliance with the Data Protection Legislation and, at the same time, will forward a copy of that request, complaint, notice, order or communication to the other Controller(s). Each Controller will co-operate with the other Controller(s) and give them such information and assistance as any other Controller may reasonably require in relation to that request, complaint, notice or communication to enable the other Controller(s) to respond to the same in accordance with any deadline and any requirement to provide information. None of the Controllers will act on any such request, complaint, notice, order or communication without first consulting the other Controller(s).
14. Each Controller will allow any other Controller (or its representatives) at reasonable times and from time to time, to inspect and review its and its Processors' compliance with this Schedule and the Data Protection Legislation and will give any other Controller any assistance which it may reasonably require in connection with that inspection and review. Each Controller will ensure that its Processors will, give any other Controller any assistance the other Controller reasonably requires to carry out that inspection and review.
15. Each Controller will, as quickly as possible, rectify any and all security weaknesses and vulnerabilities reported to it by any other Controller and will confirm to the other Controller(s) in writing when this has been done.
16. In the event of an unexpected event which affects any Controller's ability to process the Project Personal Data in accordance with this Schedule, including any storm, fire, flood, telecommunications failures, IT systems failures and breaches of security, that Controller will

invoke and implement a recovery plan so that it is still able to provide and does Process the Project Data in accordance with this Schedule.

17. Each Controller will comply with [BS ISO/IEC 27001:2013, the Information Security Management System Standard published by the International Organization for Standardization and 27002:2014, the Code of Practice for Information security Controls, each as amended from time to time or, in each case, any higher standard published from time to time by the relevant authority (ISO 27001)] and will provide to the other Controller(s), at least once every 12 months, a report or certificate by an independent third party qualified to give that report or certificate of its and its Processors' compliance with this Schedule and [ISO 27001]. [No Controller will do, nor omit to do, anything which places any other Controller in breach of ISO 27001. Each Controller will promptly supply any and all information and will complete any and all questionnaires which any other Controller reasonably requests to allow that other Controller to obtain or maintain certification under ISO 27001 and to allow that other Controller to comply with ISO 27001.]
18. No Controller will appoint any Processor without first obtaining the written consent of the other Controller(s). Notwithstanding any other Controller giving any consent to the appointment of any Processor, each Controller will (as a minimum):
 - 18.1 impose on each Processor those obligations which Controllers are obliged to impose on Processors under the Data Protection Legislation;
 - 18.2 monitor each Processor's compliance with those obligations and ensure that each Processor complies with those obligations; and
 - 18.3 be liable to the other Controller(s) for the acts and omissions of its Processors as though they were its own acts and omissions.
19. This Schedule will, at the request of any Controller, be amended from time to time insofar as is necessary or desirable to achieve any or all of the following:
 - 19.1 to bring this Schedule or any Controller's obligations in respect of the Project Personal Data into line with the Data Protection Legislation; or
 - 19.2 to allow any Controller to comply with the Data Protection Legislation and the requirements and recommendations of any competent Supervisory Authority.
20. Each Controller will comply with all the duties and obligations imposed from time to time on Controllers by the Data Protection Legislation and, without prejudice to the foregoing, each Controller will:
 - 20.1 establish and document the legal basis or bases on which it Processes the Project Personal Data;
 - 20.2 where any Special Category Personal Data is Processed, establish and document the condition which justifies the Processing of that Special Category Personal Data for the purposes of the Project;
 - 20.3 provide Data Subjects with all information necessary to, and obtain any and all Consents from Data Subjects necessary to, allow it: to Process their Personal Data in accordance with this Schedule; transfer their Personal Data to the other Controller(s); and allow the other Controller(s) to Process their Personal Data in accordance with this Schedule, including (without limitation) any automated decision making or profiling;
 - 20.4 at the request of any other Controller, provide the other Controller's with details of the legal basis on which any the Project Personal Data are Processed and the condition which justifies the Processing of any Special Category Personal Data, and with copies of any Consent obtained from any Data Subject;

- 20.5 if the legal basis for Processing any of the Project Personal Data or the condition to be met to justify the Processing of any Special Category Personal Data for the purposes of the Project is the Data Subject's Consent, and that Consent is withdrawn, or if any Data Subject objects to any Processing of his or her Personal Data carried out for the purposes of the Project or exercises his or her right to erasure or restriction or any other right under the Data Protection Legislation, as soon as possible, give notice of that withdrawal, objection or the exercise of that right and of the Project Personal Data affected to the other Controller(s). (The other Controller(s) may stop Processing that Project Personal Data and delete it from its systems unless there is another legal basis for Processing that Project Personal Data, or the Processing meets any other condition which justifies the Processing of Special Category Personal Data for the purposes of the Project, or there are compelling legitimate grounds for the Processing which override the interests, rights and freedoms of the Data Subject, or the Processing is necessary for the establishment, exercise or defence of legal claims.);
- 20.6 carry out any Data Protection Impact Assessments in respect of the Processing of the Project Personal Data necessary to comply with the Data Protection Legislation.
21. All expressions used in this Schedule beginning with a capital letter (and not defined in this Schedule or elsewhere in this Agreement) have the meaning given to them in the Data Protection Legislation.
22. The provisions of this Schedule will continue in full force and effect for so long as any of the Project Personal Data is Processed, notwithstanding the termination of this Agreement or the completion of the Project.
23. Each Controller will indemnify the other Controller(s) and keep them fully and effectively indemnified on demand against any and all costs, claims, demands, damages, expenses and liabilities of any nature and against any and all fines and penalties arising out of or in connection with any breach by it or any of its Processors of this Schedule. This paragraph will survive the termination of this Agreement, the completion of all Processing of the Project Personal Data and the completion of the Project, and will continue in force without limit in time.
24. [AAA][BBB][XXX][and][ZZZ] will [securely destroy and permanently delete from its and its Processors' systems (including back-up and archive systems)]OR[deliver to [AAA][BBB][XXX][and][ZZZ] in [XXX] format] all copies of any of the Project Personal Data held by it or any of its Processors at the end of the relevant retention period in the Annex to this Schedule and in any case on the termination or expiry of this Agreement (except any of the Project Personal Data which any law to which [AAA][BBB][XXX][or][ZZZ] is subject requires it to continue to store the Project Personal Data).

The Appendix

The Subject Matter of the Processing
[insert details]

The Duration of the Processing
[insert details]

The Nature and Purpose of the Processing
[insert details]

The Types of Personal Data Processed
[insert details]

The Categories of Data Subjects to whom the Project Personal Data relate
[insert details]

The Retention Periods
[insert details]

[SCHEDULE 7]

Part 1 - Human Rights

1. Unless otherwise required or prohibited by law, each Party will, in relation to the performance of this Agreement:
 - 1.1 not employ, engage or use any child labour in circumstances such that the tasks performed by any child could reasonably be foreseen to cause either physical or emotional impairment to the development of the child;
 - 1.2 not use forced labour in any form (prison, indentured, bonded or otherwise);
 - 1.3 not require its employees to lodge papers or deposits on starting work;
 - 1.4 provide a safe and healthy workplace, presenting no immediate hazards to its employees, and if any accommodation is provided by that Party to its employees, that accommodation will be safe for habitation;
 - 1.5 provide access to clean water, food, and emergency healthcare to its employees in the event of accidents or incidents in the workplace;
 - 1.6 not discriminate against any employee on any ground (including race, religion, disability or gender);
 - 1.7 not engage in or support the use of corporal punishment, mental, physical, sexual or verbal abuse;
 - 1.8 not use cruel or abusive disciplinary practices in the workplace;
 - 1.9 pay each employee at least the minimum wage, or a fair representation of the prevailing industry wage, (whichever is the higher) and provide each employee with all legally mandated benefits;
 - 1.10 comply with the laws on working hours and employment rights in the countries in which it operates; and
 - 1.11 respect its employees' right to join and form independent trade unions and freedom of association.
2. Each Party agrees that it is responsible for controlling its own supply chain and that it will encourage compliance with ethical standards and human rights by any subsequent supplier of goods and services that are used by it when performing its obligations under this Agreement.
3. Each Party will ensure that it has, and will comply with, ethical and human rights policies and an appropriate complaints procedure to deal with any breaches of those policies.

Part 2 – Anti-Slavery

Each Party will, in connection with the Project:

1. comply with all laws, statutes and regulations which apply to it or its activities and which relate to anti-slavery and human trafficking, including the Modern Slavery Act 2015;
2. not do anything which would constitute an offence under section 1, 2 or 4 Modern Slavery Act 2015 if it had been carried out in the United Kingdom;
3. have and maintain its own policies and procedures to ensure compliance with paragraphs 1 and 2 above;

4. follow and enforce the policies and procedures referred to in paragraph 3 above;
5. include in its contracts with its subcontractors and suppliers anti-slavery and human trafficking provisions which are at least as onerous as those set out in this section of this Schedule;
6. promptly report to the other Parties any breach of this section of this Schedule of which it becomes aware;
7. provide such evidence of compliance with this section of this Schedule as any of the other Parties may reasonably request from time to time;
8. keep accurate and up to date records to trace the supply chain of all goods and materials supplied by it in connection with this Agreement and the Project and the steps taken by it to comply with this section of this Schedule. (Those records must be sufficient to allow the other Parties to verify compliance with this section of this Schedule.); and
9. on request during normal working hours, allow each of the other Parties access to and to copy the records referred to in paragraph 8 above and to meet with its personnel to verify compliance with this section of this Schedule.

[Part 3 –Policies and Procedures

Each Party will comply with the following:

[Insert details]]

SCHEDULE 8

The Exploitation Strategy

SCHEDULE 9

Terms of Reference of the Steering Committee

SCHEDULE 10

The Payment Plan