

Heads of Terms Agreement with Collaborating Companies

Introduction

External organisations (hereafter 'Companies') are encouraged to participate in IAA-funded projects, to the benefit of both company and research. In order to ensure that public benefit, a requirement of the Economic and Social Research Council (ESRC), is maintained, along with security for Company proprietary information and material and clarity concerning use of the project's results, collaboration is offered on the following terms.

The Company will need to agree in principle to participate on these terms at the application stage; this should be acknowledged in a letter of support from the Company with the statement 'I agree in principle with the Heads of Terms agreement', to be submitted with the application form. There will likely be insufficient time for negotiation between funding award and the start date of the project. This is the corollary of projects receiving public (ESRC) funding.

Heads of Terms

Agreement to proceed according to these terms does not constitute a binding contract, but one will need to be put in place before the project can start. The terms of that contract will be as outlined below, in line with Company agreement to proceed on this basis on the application form.

The Project

The project will have defined start and end dates. Each party will undertake its tasks in good faith, and the project will be led by the Bath principal investigator.

The Company agrees to cooperate in the production of reporting necessary under the ESRC funding terms. This is not onerous, and will in general involve small amounts of time spent providing information for the project final report and any impact case study for the Research Excellence Framework. The contents of these reports will be available for Company review and redaction of any confidential information, should this be of concern.

Intellectual Property

Intellectual property (IP) arising from the project is divided into two categories. Company Foreground IP and Bath Foreground IP. Company Foreground IP is defined as any and all Results related to Company's Background and Company's materials, including Results where the use, copying or practice of which would, in the absence of a licence from the Company, generally constitute an infringement of Intellectual Property rights either owned by the Company prior to the Effective Date or acquired by the Company independently of the Project. Bath Foreground IP includes all remaining results.

The Company will obtain:

- Ownership of Company Foreground IP, which will also be considered the Company's Confidential Information;
- A licence to use the Bath Foreground IP for internal research and development; and
- An option to license any or all of the Bath Foreground IP for any purpose, subject to negotiation of a licence agreement.

The University will always retain the right to use the Bath Foreground IP for academic teaching and research, even if an exclusive licence is granted.

Publication

Publication is permitted, with the following controls:

- The Company will have a period of 30 days to review any proposed publication (including any non-confidential presentations or teaching materials etc.).
- It may request that its confidential information is disguised or removed from the publication.
- It may request a delay of up to 3 months to permit initiation of patent protection for Foreground IP in which it has an interest.

Confidentiality

Confidential information must be kept secret by the receiving party during the project and for five years thereafter.

Warranty, liability, indemnity

Bath cannot warrant that the Bath Foreground IP will be fit for any particular purpose.

Bath does not warrant that the project will not infringe the rights of any third party.

Liability for both parties is normally capped at the level of funding provided.

Company contribution

An invoicing schedule will be agreed on a project-specific basis for financial contributions. We require payment by BACS within 30 days of each invoice. Contact information for the invoice recipient, along with any purchase order or other reference required by the Company, must be provided.

In-kind contributions will be specified in the agreement, and arrangements for their delivery will be a matter for separate management between the Bath principal investigator and the Company's key technical contact for the project.

Termination considerations

Either party will be able to terminate for breach of contract, or if the other party ceases to operate. Either party may choose to terminate if one of the other's key project personnel becomes unavailable, and no suitable replacement can be found. Termination will also be possible in the event of force majeure.