

**DATED 2018**

**(1) UNIVERSITY OF KEELE**

**(2) [RESEARCH PARTNER]**

**(3) XXXXXXXXXXXXXXXXXXXX**

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**PROJECT DELIVERY AGREEMENT**

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- (1) **UNIVERSITY OF KEELE** of Keele, Staffordshire, ST5 5BG ("**Keele**");
- (2) **[NAME OF PROVIDER]** of **[ADDRESS]** (the "**Research Partner**"); and
- (3) **XXXXXXXXXXXXXXXXXX** registered in England and Wales with company number **XXXXXXX** and with its registered office at **XXXXXXXXXXXXXXXXXX** (the "**Company**").

each a "Party" and collectively "the Parties".

## BACKGROUND

- (A) Keele has secured funding from the European Regional Development Fund (the "**ERDF**") English Growth Programme 2014-20 to provide support to Stoke-on-Trent and Staffordshire SMEs to move towards a low carbon economy.
- (B) The funding will support the Smart Energy Network Demonstrator Project which will (1) provide equipment, facilities and plant to convert an existing energy supply network into a smart energy network demonstrator RD&I facility; (2) a supply chain development programme for smart energy technologies and services; and (3) a collaborative Research, Development and Innovation (RD&I) product development programme with eligible companies and research partners to support the development and commercialisation of new SMART energy products and services using the SEND RD&I facility ("SEND"). This agreement relates to the collaborative RD&I programme whereby certain services will be provided by the Research Partner to the Company as a beneficiary.
- (C) Keele now wishes the Research Partner to deliver part of the Project to the Company and the Research Partner wishes to provide, and the Company wishes to receive the Services (as defined below) directly from the Research Partner in each case in accordance with the terms of this Agreement. In accordance with ERDF funding requirements, the Services will enable SMEs in the target region to innovate and develop a new product, process or service.

IT IS HEREBY AGREED:-

## 1. DEFINITIONS AND INTERPRETATION

- 1.1 The following expressions shall have the following meanings in this Agreement including its recitals, unless the context requires otherwise:
- |   |  |
|---|--|
| <b>"Additional Costs"</b>                 | means any costs which shall not be met by the Funding Body as set out in Schedule 1  |
| <b>"Arising Intellectual Property"</b>    | means any Intellectual Property which is generated or first reduced to practice by any Party or Parties directly as a result of the work undertaken in accordance with this Agreement  |
| <b>"Background Intellectual Property"</b> | means any Intellectual Property excluding Arising Intellectual Property owned or controlled by any Party prior to the Commencement Date or created by a Party other than directly in the course of the Project, and which the owning Party contributes or uses in the course of performing the Project |

<b>"Bribery Laws"</b>	means the Bribery Act 2010 and all other applicable UK legislation, regulations and codes in relation to bribery or corruption
<b>"Business Day"</b>	means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory bank holiday in England
<b>"Commencement Date"</b>	means the date of this Agreement
<b>"Confidential Information"</b>	means any information that a Party has or acquires that is confidential in nature concerning the other Parties including, without limitation, its business, affairs, customers, clients, suppliers, plans or strategy
<b>"Funding Body"</b>	shall mean the Department for Communities and Local Government, the managing authority for the European Regional Development Fund (ERDF).
<b>"Intellectual Property"</b>	shall mean intellectual property of any description including but not limited to all inventions, designs, information, specifications, formulae, improvements, discoveries, know-how, data, processes, methods, techniques and the intellectual property rights therein, including but not limited to, patents, copyrights, database rights, design rights (registered and unregistered), trademarks, trade names and service marks, applications for any of the above.
<b>"ITT"</b>	means section 2 of the Invitation to Tender for research and innovation advisory services for a collaborative RD&I project dated XXXXXXXXXXXX as set out in Appendix 1 Part 1.
<b>"Know-how"</b>	means technical information which does not have formal protection (including information relating to inventions, discoveries, concepts, methodologies, research, development and testing procedures, tests and trials techniques, analyses, reports and submissions) and which is not in the public domain.
<b>"Malicious Software"</b>	means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
<b>"Payment"</b>	means payment by Keele to the Research Partner in respect of the Services in accordance with the payment schedule set out in Schedule 1, which is exclusive of any applicable VAT.
<b>"Project"</b>	means the project described in Schedule 1 which forms part of the Smart Energy Network Demonstrator (SEND) project as funded by the Funding Body
<b>"Project Period"</b>	shall be from shall be from XXXXXX to XXXXXX

<b>"Secretary of State"</b>	means the Secretary of State for Communities and Local Government whose principal address is 2 Marsham Street, London SW1P 4DF
<b>"Services"</b>	means the research services described in Schedule 1
<b>"Tender Response"</b>	means the Research Partner's response to the ITT dated XXXXXXXX as set out in Appendix 1 Part 2.

- 1.2 In this Agreement, references to Clauses, Schedules and Appendices refer to clauses, schedules and appendices of this Agreement; and the singular form of any word includes the plural, and vice versa, as required by the context.
- 1.3 The headings in this Agreement are for convenience only and shall not affect their interpretation.
- 1.4 Words in the singular shall include the plural and vice versa, references to any gender shall include the others and references to legal persons shall include natural persons and vice versa.
- 1.5 Reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment, and includes any subordinate legislation for the time being in force made under it.
- 1.6 Any phrase introduced by the words "including", "includes", "in particular" or similar will be construed as illustrative and will not limit the generality of related general words.

## **2. TERM**

This Agreement shall take effect on the Commencement Date and subject to earlier termination in accordance with Clause 13 terminate at the end of the Project Period.

## **3. THE SERVICES**

- 3.1 The Services will be provided by the Research Partner direct to the Company in accordance with the provisions in Schedule 1 and the other terms of this Agreement in order to carry out the Project.
- 3.2 The Research Partner warrants that it has full power and authority to carry out the actions required under this Agreement.
- 3.3 The Research Partner agrees to be bound by, and undertakes to Keele to comply with:
- 3.3.1 all the terms of the ITT; and
- 3.3.2 any promises, offers, representations, statements or confirmations made by the Research Partner in the Tender Response.
- 3.4 Neither the Research Partner nor the Company shall carry out any activity under this Agreement which contravenes the ITT.
- 3.5 Keele and the Research Partner do not undertake or warrant that any work undertaken on the Project will lead to a particular result, nor do they guarantee a successful outcome for the Company.
- 3.6 The Research Partner and Company acknowledge that the Project is undertaken with the support of the ERDF programme. Keele may be required to pass on obligations arising from time to time

related to the ERDF scheme and, if this is required, the Parties will agree a reasonable variation to these terms in accordance with Clause variation 25.6.

- 3.7 The Company shall provide all information and materials reasonably required to enable the Research Partner to provide the Services.
- 3.8 The Company accepts sole responsibility for the Research Partner's employees, agents, students (if relevant) and appointees on the Company's premises and will indemnify Keele and/or the Research Partner in respect of any claims made against Keele and/or the Research Partner by or on behalf of any such persons in the course of the Project.

#### **4. PAYMENT**

- 4.1 Subject to the Research Partner using all reasonable endeavours to deliver the Services and complying with the provisions of this Agreement, Keele agrees to make the Payments to the Research Partner.
- 4.2 The Payments shall be payable in equal quarterly instalments in arrears against submission of invoices.
- 4.3 In the event that the Funding Body requires the reimbursement by Keele of any sums paid under this Agreement, then to the extent that such requirement arises from the acts or omissions of the Research Partner, the Research Partner hereby agrees to indemnify Keele the sum received by the Research Partner. The Research Partner shall not be responsible for any reimbursement required as a result of acts, omissions or delays of the Company, who shall be responsible for indemnifying Keele for any such amounts. All payments due under this clause 4.3 shall be payable together with any interest charged thereon calculated at 4% per year above the Bank of England base rate which is current at the date the payment becomes due.
- 4.4 The Company shall pay any Additional Costs to the Research Partner. The Additional Costs are exclusive of any applicable VAT and payment of any Additional Costs shall be made in accordance with the terms of the invoice. Any additional costs and associated income receipts are agreed to be considered outside the scope of the ERDF eligible costs and project.
- 4.5 Invoices for Additional Costs shall be sent for the attention of the Company and each invoice shall relate to costs incurred solely for the purposes of performing the Services.
- 4.6 On completion of the Services or termination of this Agreement and settlement of its final invoice by Keele, the Research Partner shall submit to Keele, if Keele so requests, a final statement of the expenditure which it has claimed under this Agreement which is authenticated by its Finance Officer.

#### **5. COMPANY'S OBLIGATIONS**

- 5.1 The Company will:
  - 5.1.1 provide all data, materials and staff reasonably required to enable the Research Partner to carry out the Services in relation to the Project; and
  - 5.1.2 grant Keele and the Research Partner reasonable access to its premises throughout the Project Period in order that Keele can assess the impact of the Services on the Company.
- 5.2 The Company undertakes to use its best endeavours to provide effective non-financial resources to the Project. These may include, but not be limited to:

- (a) suitable supervision staff committed to the Project; and
- (b) access to relevant equipment, facilities or field sites.

5.3 If a member of staff, or student (if relevant) of the Research Partner is required to spend time working at the Company's premises as part of the Project, the Company and the Research Partner (in conjunction with the member of staff of the Research Partner) will agree the practical arrangements in writing.

5.4 The Company warrants that:

- 5.4.1 the Company has full power and authority to carry out the actions required under this Agreement;
- 5.4.2 the Company understands the requirements of the Article 28 (4) exemption;
- 5.4.3 the information set out in Schedule 2 is correct and the Company accepts that it has sole responsibility to declare any state aid support previously received;
- 5.4.4 the Company will meet in full the eligibility requirement of meeting the definition of an SME as set out by the European Commission, as updated from time to time:  
[http://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition/index\\_en.htm](http://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition/index_en.htm) during the Project Period;
- 5.4.5 the level of state aid received under Article 28 (4), Aid for innovation advisory and support services by the Company over the past three fiscal years does not exceed the €200,000 threshold;
- 5.4.6 the Company is not a business (undertaking) "in difficulty" as defined at 2.1 of the Community Guidelines and State Aid for Rescuing and Restructuring Firms in Difficulty (2004/C22/02), or undergoing a 'state aid recovery case' at the date of this declaration; and;
- 5.4.7 the Company agrees to provide Keele with all data, information and other materials as required by Keele in order to comply with ERDF monitoring and reporting obligations. Without limitation, the Company acknowledges that it has an obligation to complete a feedback form on the Project following the end of the Project Period and to submit returns (prepared by Keele) confirming completion of the Project outputs achieved.

## **6. MONITORING PROGRESS AND REPORTING / NOTIFICATIONS**

### **6.1 Submission of progress reports**

- 6.1.1 The Research Partner must send to Keele, at such intervals as Keele shall notify in writing to the Research Partner, a report on progress made towards the completion of the Services. Without prejudice to any provision of any of this Agreement conferring a remedy for failure to achieve any of the Services, this obligation shall subsist until the Services have been completed.
- 6.1.2 The Company must provide such additional information in such format as Keele and the Research Partner may at any time reasonably require. This includes information about the progress of the Project and any other information required to enable Keele to meet its reporting obligations.

6.1.3 The Company and the Research Partner warrant the accuracy of the reports and information it gives pursuant to this Clause 6 and further warrant that it has diligently made full and proper enquiry of the subject matter pertaining to the reports and information given.

6.2 At any time Keele can request from the Research Partner upon reasonable notice:

6.2.1 a progress report detailing progress made in the Research Partner's delivery of the Services; and

6.2.2 any additional information in such format as Keele reasonably requires.

6.3 The Research Partner shall cooperate fully and promptly with Keele and or the Secretary of State in respect of any audits by the Funding Body.

#### 6.4 **Notifications**

The Company and the Research Partner (as appropriate) shall notify Keele in writing:

6.4.1 as soon as practicable thereafter firstly in the event of any change in the information on costs (whether actual or estimated) of carrying out the Services;

6.4.2 as soon as practicable thereafter, of any event which might adversely affect the carrying out and/or completion of the Services or any part of them;

6.4.3 as soon as practicable thereafter, of any event which might adversely affect the delivery of the Services.

### 7. **SECURITY REQUIREMENTS**

7.1 The Parties shall, as an enduring obligation throughout the term of this Agreement, use the latest versions of anti-virus definitions available from an industry accepted anti-virus software vendor to check for and delete Malicious Software.

7.2 Notwithstanding Clause 7.1 if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software.

### 8. **CONFIDENTIALITY**

8.1 Each Party agrees that it may use another Party's Confidential Information only in the performance of its rights and obligations under this Agreement and that during the Project Period and for a period of five (5) years after the termination of this Agreement each Party shall not disclose the other party's Confidential Information including all knowhow, trade secrets, financial, commercial, technical, tactical or strategic information of any kind except in accordance with this Clause 8.

8.2 Each Party may disclose another Party's Confidential Information to those of its employees, officers, advisers, agents or representatives who need to know the other Party's Confidential Information in order to perform the disclosing party's rights and obligations under this Agreement provided that the disclosing Party shall ensure that each of its employees, students (if relevant), officers, advisers, agents or representatives to whom Confidential Information is disclosed is aware of its confidential nature and complies with this Clause 8 as if it were a party.

8.3 No Party shall incur any obligation under Clause 8.1 with respect to information which:



- 8.3.1 is known to the receiving Party before the start of the Project Period, and not impressed already with any obligation of confidentiality to the disclosing Party; or
- 8.3.2 is or becomes publicly known without the fault of the receiving Party; or
- 8.3.3 is obtained by the receiving Party from a third party in circumstances where the receiving Party has no reason to believe that there has been a breach of an obligation of confidentiality owed to the disclosing Party; or
- 8.3.4 is independently developed by the receiving Party; or
- 8.3.5 is approved for release in writing by an authorised representative of the disclosing Party; or
- 8.3.6 is required by law, any court, any governmental, regulatory or supervisory authority (including any regulated investment exchange) or any other authority of competent jurisdiction.

8.4 Nothing in this Clause 8 shall prevent Keele reporting its activities under this Agreement to the Funding Body.

## **9. FREEDOM OF INFORMATION**

9.1 "Information" and "Request for Information" shall have the meanings set out in the Freedom of Information Act 2000 (FIA 2000).

9.2 Where a Party receives a Request for Information it shall:

- 9.2.1 inform the Parties of its receipt as soon as reasonably practicable, and in any event no later than five (5) Business Days of its receipt; and
- 9.2.2 provide a copy of the Request for Information to the Parties, together with all other information as the Party considers reasonably relevant to the request within five (5) Business Days of receipt of the Request for Information by the Company.

## **10. INFORMATION REQUIREMENTS AND ERDF OBLIGATIONS**

10.1 The ERDF funding for the Project requires the Company to permit Keele (or a nominated organisation) access to its premises at future dates to assess the impact of the work undertaken in line with the Funding Body's requirements, e.g. additional or retained financial benefits, job creation, equal opportunities and environmental performance. This will be by appointment at times convenient to the Company.

## **11. INTELLECTUAL PROPERTY AND PUBLICATION**

11.1 This Agreement does not affect the ownership of any Intellectual Property in any Background Intellectual Property or in any other materials, Know-how or information that are not Arising Intellectual Property. The Intellectual Property in them will remain the property of the Party that contributes them to the Project. No licence to use any Intellectual Property is granted or implied by this Agreement except as expressly set out.

11.2 Each Party grants to the other Parties where it is free and reasonably able to do so a royalty-free, non-exclusive, non-transferable licence to use its Background Intellectual Property for the purpose of carrying out the Project and for the purpose of Clause 11.4, but for no other purpose. If the

Company requires a wider licence to Keele or the Research Partner's Background Intellectual Property, it shall submit a written request to Keele or the Research Partner within six (6) months of the date of termination of this Agreement and the Parties shall enter into good faith negotiations in relation to the licence.

- 11.3 Subject to Clause 11.4, the Company will own the Intellectual Property in all Arising Intellectual Property and it may take such steps at its own expense, to register and maintain any protection for that Intellectual Property.
- 11.4 The primary charitable purpose of Keele and the Research Partner is the advancement of education through teaching and research. In accordance with normal academic practice, the Research Partner's staff, students (if relevant), appointees and agents shall be entitled to make public the Arising Intellectual Property for academic purposes, including publications, lectures and tutorials and the production of thesis. Keele and the Research Partner shall notify the Company of any decision to make the Arising Intellectual Property public within one year of end of the Project Period. At the Company's request, it shall provide a copy of the publication for review and, if reasonably requested by the Company, shall delay publication for a period of up to six months to enable the Company to protect its Confidential Information.
- 11.5 All publications by the Parties shall give due acknowledgement to the financial and /or intellectual contribution of the other Parties in accordance with standard academic practice.

## **12. WARRANTIES AND INDEMNITIES**

- 12.1 The Research Partner will carry out its role in respect of the Project in good faith but makes no representation and gives no warranty to the Company that any advice or information given by it or any of its the Research Partner's staff, students (if relevant), appointees and agents who work on the Project, or the Arising Intellectual Property produced, will not constitute or result in any infringement of third-party rights. It further gives no guarantee or warranty as to the Arising Intellectual Property or other advice or information it supplies.
- 12.2 The Research Partner accepts no responsibility for:
  - 12.2.1 any use which may be made of the Arising Intellectual Property or any other advice or information supplied by the Research Partner's staff, students (if relevant), appointees and agents by the Company or a third party;
  - 12.2.2 any damages or other loss which may arise as a result of the use of the Arising Intellectual Property; or
  - 12.2.3 in respect of any claim by any third party relating to any action of the Company in or arising from the Project.
- 12.3 The Company warrants that any Background Intellectual Property, Know-how or other information it contributes in relation to the Project shall not infringe any third party rights.
- 12.4 The Company shall indemnify the Research Partner, the Research Partner's staff, students (if relevant), appointees and agents and keep them fully and effectively indemnified in respect of any costs, claims, demands or expenses incurred by the Research Partner and for which it could be liable to any third party, including without limitation:
  - 12.4.1 as a result of use by the Company of the Arising Intellectual Property or other advice or information provided through the Project; and

12.4.2 through infringement of any third party rights due to or arising from the acts, omissions or defaults of the Company.

12.5 Keele shall have no liability to the Company in relation to the provision of Services by the Research Partner to the Company and the Research Partner shall indemnify Keele in respect of any costs, claims, demands or expenses reasonably incurred by Keele for any breach of this Agreement by the Research Partner and any Additional Costs incurred by Keele as a result of such breach.

12.6 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.

12.7 The Company agrees to indemnify Keele and the Research Partner in full against any losses, liabilities and costs incurred by Keele and the Research Partner in the event that the Company fails to comply with the terms of this Agreement and further acknowledges that it may become liable to repay to Keele, the Research Partner or the Funding Body the full price that would otherwise be payable in respect of the Services.

### **13. TERMINATION**

13.1 Any Party may terminate its involvement in this Agreement by giving at least 30 days' prior written notice to the other Parties of its intention to terminate.

13.2 This Agreement may be terminated on written notice to each Party with immediate effect by Keele in the event that:

13.2.1 the deed of grant, being the agreement entered into between the Secretary of State and Keele dated 21 November 2016;

13.2.2 continuation of this Agreement will, in the reasonable opinion of Keele, may cause reputational damage to Keele;

13.2.3 the termination of a Party's involvement under clauses 13.1, 13.3 or 13.4 results in the Project no longer being deliverable, in the reasonable view of Keele.

13.3 In the event that any Party shall commit any material breach of or default in any terms or conditions of this Agreement, the non-defaulting Party may instruct Keele to serve written notice of such breach on the defaulting Party and in the event that such Party fails to remedy such breach within ninety (90) days after receipt of such written notice (where such breach is remediable) Keele may at their option and in addition to any other remedies which they may have at law or in equity remove the defaulting Party and continue with the Agreement or terminate this Agreement. Any removal of the defaulting Party shall be effective as of the date of the receipt of such notice.

13.4 If any Party (a) passes a resolution for its winding-up; or if (b) a court of competent jurisdiction makes an order for that Party's winding-up or dissolution; or makes an administration order in relation to that Party; or if any Party (c) appoints a receiver over, or an encumbrancer takes possession of or sells an asset of, that Party; or (d) makes an arrangement or composition with its creditors generally; or (e) makes an application to a court of competent jurisdiction for protection from its creditors generally; the remaining Parties shall meet to terminate that Party's involvement in this Agreement. Any removal of the defaulting Party shall be effective as of the date of the receipt of such notice.

## **14. CONSEQUENCES OF TERMINATION**

- 14.1 The termination of this Agreement does not prejudice or otherwise affect any rights, obligations or claims arising prior to termination.
- 14.2 All rights acquired by the Terminating Party to Background Intellectual Property and Arising Intellectual Property of the other Parties shall cease immediately other than in respect of the Terminating Party's interest in any jointly owned Intellectual Property.

## **15. DATA PROTECTION**

- 15.1 The Parties shall comply with the data protection provisions set out in Schedule 3.

## **16. PUBLICITY**

- 16.1 No Party shall use the name or any trademark or logo of any other Party or the name of any of its staff in any press release or product advertising, or for any other commercial purpose, without the prior written consent of the Parties.
- 16.2 Keele and the Research Partner shall be entitled to prepare a case study or develop promotional material based on the Project. This case study or promotional material would not be circulated, published or in other ways distributed without the Company's prior approval, and may, at the Company's request, be made anonymous before such dissemination.
- 16.3 Keele and the Research Partner may use the Company's name in publicly facing documents, for example, as part of a list of partners.
- 16.4 Subject to clause 11.4, no announcement or other public disclosure concerning this Agreement or any of the matters contained in it shall be made by, or on behalf of, a Party without the prior written consent of the other Parties (such consent not to be unreasonably withheld or delayed), except as required by law, any court, any governmental, regulatory or supervisory authority (including, without limitation, any recognised investment exchange) or any other authority of competent jurisdiction.
- 16.5 The Parties agree and acknowledge that the Secretary of State may publicise in the press or any other medium the details of this Agreement.
- 16.6 The European Union emblem and a reference to the Funding Body logo must be used and applied correctly, prominently and consistently on all websites, publicity materials and Project documentation produced by it in relation to the Project as set out [here](#) and as updated and notified by Keele to the Parties from time to time.

## **17. LIMITATION OF LIABILITY**

- 17.1 Each Party's liability for any breach of this Agreement or arising in any way out of the subject matter of this Agreement shall not extend to:
- 17.1.1 loss of profits;
  - 17.1.2 loss of revenue;
  - 17.1.3 loss of business;
  - 17.1.4 loss of goodwill;

- 17.1.5 loss of contracts;
- 17.1.6 loss of opportunity;
- 17.1.7 loss of anticipated savings;
- 17.1.8 loss of production;
- 17.1.9 loss of or corruption to data; or
- 17.1.10 any special, indirect or consequential loss or damage whatsoever even if they were within any other Party's contemplation.

17.2 Keele accepts no responsibility for any Services carried out under or pursuant to this Agreement, nor for advice or information given in connection with them.

17.3 In any event, the maximum liability of Keele or the Research Partner under or otherwise in connection with this Agreement to any other Party in aggregate will not exceed the sums paid to the Research Partner in connection with its provision of the Services under this Agreement.

17.4 Nothing in this Agreement limits or excludes the Parties' liabilities for:

17.4.1 death or personal injury resulting from negligence; or

17.4.2 any fraud or for any sort of other liability which, by law, cannot be limited or excluded.

## **18. INSURANCE**

18.1 The Research Partner and the Company shall effect and maintain in force for the duration of the Agreement and six (6) years following the termination of this Agreement, adequate insurance cover with an insurance office of good repute, which is sufficient to cover any liability incurred under this Agreement.

## **19. ASSIGNMENT**

No Party may assign, subcontract, encumber or otherwise transfer or deal with any right or obligation under this Agreement, in whole or in part, without the other Parties' prior written consent.

## **20. NOTICES**

20.1 Notices under this Agreement shall be in writing and sent to a Party's address as set out on the first page of this Agreement. Notices may be given, and shall be deemed received:

20.1.1 by first-class post: two Business Days after posting; and

20.1.2 by hand: on delivery.

20.2 A notice given under this Agreement is not validly served if sent by email.

## **21. ANTI-BRIBERY**

21.1 Each Party shall comply with applicable Bribery Laws, including ensuring that it has in place adequate procedures to ensure compliance with the Bribery Laws and use all reasonable

endeavours to ensure that it complies with any internal bribery policies relating to prevention of bribery and corruption (as updated from time to time), and each shall ensure that:

21.1.1 all of that Party's personnel

21.1.2 all others associated with that Party, and

21.1.3 all of that Party's sub-contractors

involved in performing the Services or with this Agreement so comply. The expressions 'adequate procedures' and 'associated' shall be construed in accordance with the Bribery Act 2010 and documents published under it.

21.2 Without limitation to the above sub-Clause, no Party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and will implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

## **22. FORCE MAJEURE**

22.1 A Party shall not be liable for failure to perform its obligations under this Agreement, nor be liable to any claim for compensation or damage, nor be deemed to be in breach of this Agreement, if such failure arises from an occurrence or circumstances beyond the reasonable control of that Party (excluding an obligation to make payment).

22.2 If a Party affected by such an occurrence causes a delay of three (3) months or more, and if such delay may reasonably be anticipated to continue, then the Parties shall, in consultation with the Funding Body, discuss whether continuation of the Project is viable, or whether the Project and this Agreement should be terminated.

## **23. SEVERANCE**

23.1 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.

23.2 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions as may be necessary to make the provision legal, valid and enforceable.

## **24. DISPUTE RESOLUTION**

24.1 If any dispute arises out of this Agreement the Parties will first attempt to resolve the matter informally through designated senior representatives of each Party to the dispute, who are not otherwise involved with the Project. If the Parties are not able to resolve the dispute informally within a reasonable time not exceeding two (2) months from the date the informal process is requested by notice in writing they will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.

24.2 The commencement of mediation shall not prevent the Parties commencing or continuing court proceedings in relation to the dispute.

**25. GENERAL**

- 25.1 Clause headings are inserted in this Agreement for convenience only, and they shall not be taken into account in the interpretation of this Agreement.
- 25.2 Nothing in this Agreement shall create, imply or evidence any partnership or joint venture between the Parties or the relationship between them of principal and agent.
- 25.3 Except as otherwise expressly provided for herein, the Parties confirm that nothing in this Agreement shall confer or purport to confer on any third party any benefit or any right to enforce any term of this Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999.
- 25.4 Unless otherwise agreed in writing, no failure, delay, indulgence, act or omission by any Party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
- 25.5 This Agreement and its Schedules (which are incorporated into and made a part of this Agreement) constitute the entire agreement between the Parties for the Project and no statements or representations made by any Party have been relied upon by the other in entering into this Agreement.
- 25.6 Any variation shall be in writing and signed by authorised signatories for each Party.
- 25.7 This Agreement shall be governed by English Law and the English Courts shall have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with this Agreement.
- 25.8 This Agreement may be executed in any number of counterparts, each of which when executed (and delivered) will constitute an original of this Agreement, but all counterparts will together constitute the same agreement. No counterpart will be effective until each party has executed at least one counterpart.

This Agreement has been entered into on the date stated above.

**SCHEDULE 1**  
**SERVICES, TARGETS AND PAYMENT**

<b>Project Title:</b>	XX																														
<b>The Project:</b>	XX																														
<b>The Services</b>	<p>The Service Provider will be expected to undertake all the necessary activities to deliver the Project of no less than 3 years, to deliver research and innovation advisory services and this shall include, but not be limited to:</p> <ol style="list-style-type: none"> <li>(1) Detailed definition of the Project scope of work in collaboration with the Company.</li> <li>(2) Provision of suitable staff/project team to deliver the required level of support to the Project.</li> <li>(3) Provide the necessary space, equipment and consumables for the Project to be carried out.</li> <li>(4) Ensure regular reporting and meetings with the Company, enabling close collaboration throughout the Project.</li> <li>(5) A final report for the business at the end of the Project and a case study for use by SEND project.</li> </ol>																														
<b>Payments</b>	<p>For the purposes of state aid, the estimated value of the support provided by the Research Partner to the Company is £61,217.</p> <p>The Payments to the Research Partner in respect of the Services and on the basis of a commencement date of the 27<sup>th</sup> April 2018 shall be as follows:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Invoice Date</th><th>Amount</th></tr> </thead> <tbody> <tr><td></td><td>£5,101.42</td></tr> <tr><td></td><td>£5,101.42</td></tr> <tr><td></td><td>£5,101.42</td></tr> <tr><td></td><td>£5,101.42</td></tr> <tr><td></td><td>£5,101.42</td></tr> <tr><td></td><td>£5,101.42</td></tr> <tr><td></td><td>£5,101.42</td></tr> <tr><td></td><td>£5,101.42</td></tr> <tr><td></td><td>£5,101.42</td></tr> <tr><td></td><td>£5,101.42</td></tr> <tr><td></td><td>£5,101.42</td></tr> <tr><td></td><td>£5,101.42</td></tr> <tr><td></td><td>£5,101.38</td></tr> <tr> <td><b>Total</b></td><td><b>£61,217.00</b></td></tr> </tbody> </table>	Invoice Date	Amount		£5,101.42		£5,101.42		£5,101.42		£5,101.42		£5,101.42		£5,101.42		£5,101.42		£5,101.42		£5,101.42		£5,101.42		£5,101.42		£5,101.42		£5,101.38	<b>Total</b>	<b>£61,217.00</b>
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	£5,101.42																														
	£5,101.38																														
<b>Total</b>	<b>£61,217.00</b>																														
<b>Additional Costs</b>	[Insert Additional Costs, if any, payable by the Company to the Research Partner]																														



## SCHEDULE 2

### ELIGIBILITY ASSESSMENT

The University is required to collect information to make an assessment about the Beneficiary Company's eligibility to receive ERDF support.

This Schedule provides a record of the basis on which the assessment has been made.

**A. SME ASSESSMENT** – The purpose of this assessment is to ensure that the Beneficiary meets the ERDF SME criteria.

Total number of employees		Is the organisation an SME?  Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Location (Postcode)		
Turnover	£	
Balance Sheet	£	
Ownership		
Sector		

**B. INCENTIVISATION** - The purpose of this assessment is to demonstrate how the ERDF support provides incentives to the Beneficiary Company to undertake the Project.

How does the support provided by the University incentivise the Beneficiary to undertake the project?	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">Without the support provided the project/activity would not be undertaken by the Beneficiary</td> <td style="width: 10%; text-align: center; padding: 5px;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 5px;">The support enables the Beneficiary to undertake the project/activity to a greater extent than without the support.</td> <td style="text-align: center; padding: 5px;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 5px;">The support enables the Beneficiary to undertake the project/activity within a shorter timescale through the support provided.</td> <td style="text-align: center; padding: 5px;"><input type="checkbox"/></td> </tr> </table>	Without the support provided the project/activity would not be undertaken by the Beneficiary	<input type="checkbox"/>	The support enables the Beneficiary to undertake the project/activity to a greater extent than without the support.	<input type="checkbox"/>	The support enables the Beneficiary to undertake the project/activity within a shorter timescale through the support provided.	<input type="checkbox"/>												
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What are the anticipated benefits to the Beneficiary of receiving support from the University?	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="padding: 5px;">Links developed with the higher education sector</td><td style="text-align: center; padding: 5px;"><input type="checkbox"/></td></tr> <tr><td style="padding: 5px;">Development of new products, processes or services</td><td style="text-align: center; padding: 5px;"><input type="checkbox"/></td></tr> <tr><td style="padding: 5px;">Improved commercialisation of new/enhanced products or services</td><td style="text-align: center; padding: 5px;"><input type="checkbox"/></td></tr> <tr><td style="padding: 5px;">Awareness of the benefits of investing in innovation</td><td style="text-align: center; padding: 5px;"><input type="checkbox"/></td></tr> <tr><td style="padding: 5px;">Improved knowledge of supply chain(s) and function within them</td><td style="text-align: center; padding: 5px;"><input type="checkbox"/></td></tr> <tr><td style="padding: 5px;">Improved competitiveness</td><td style="text-align: center; padding: 5px;"><input type="checkbox"/></td></tr> <tr><td style="padding: 5px;">Provision of financial support towards the costs of consultancy</td><td style="text-align: center; padding: 5px;"><input type="checkbox"/></td></tr> <tr><td style="padding: 5px;">Provision of financial support towards the costs of equipment</td><td style="text-align: center; padding: 5px;"><input type="checkbox"/></td></tr> <tr><td style="padding: 5px;">Advice and support for business's sustainability and growth</td><td style="text-align: center; padding: 5px;"><input type="checkbox"/></td></tr> </table>	Links developed with the higher education sector	<input type="checkbox"/>	Development of new products, processes or services	<input type="checkbox"/>	Improved commercialisation of new/enhanced products or services	<input type="checkbox"/>	Awareness of the benefits of investing in innovation	<input type="checkbox"/>	Improved knowledge of supply chain(s) and function within them	<input type="checkbox"/>	Improved competitiveness	<input type="checkbox"/>	Provision of financial support towards the costs of consultancy	<input type="checkbox"/>	Provision of financial support towards the costs of equipment	<input type="checkbox"/>	Advice and support for business's sustainability and growth	<input type="checkbox"/>
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Provision of financial support towards the costs of equipment	<input type="checkbox"/>																		
Advice and support for business's sustainability and growth	<input type="checkbox"/>																		

What will the outputs be of successful project delivery?	<b>Output</b>	<b>Number</b>
	Enterprise receiving support	Choose an item.
	Enterprise receiving grant	Choose an item.
	Enterprise receiving non-financial support	
	New enterprise supported	Choose an item.
	Employment increase in supported enterprise	
	Enterprises collaborating with research entities	
	Enterprise supported to introduce new to the market products/services	Choose an item.
	Enterprise supported to introduce new to the firm products/services	

**C. STATE AID ELIGIBILITY** – The purpose of this section is to convey to the Beneficiary Company the information on state aid that the University as a state aid administrator is obliged to provide. It also includes the declaration by the Beneficiary Company of any aid they have received in order for the University to assess both its and the Beneficiary's ability to provide/receive support through the Project.

In order to minimise distortion of competition, the European Commission sets limits on how much assistance can be given without its prior approval to organisations operating in a competitive market. This Schedule 2 sets out what is needed to ensure compliance with those limits. The Beneficiary should note carefully the requirements and the obligations. If the Beneficiary has any queries, please discuss them with the Lead University Contact.

**Research & Innovation Project:**

Background: **Commission Regulation (EU) N°651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty and the English Research, Development and Innovation State Aid Scheme the support provided is (Article 28) (4) Innovation Aid to SME's. There is a ceiling of €200,000 for all Innovation Aid to SME's provided to any one organisation over a three fiscal year period (i.e. the Beneficiary's current fiscal year and previous two fiscal years). Any Innovation Aid to SME's provided to the Beneficiary under this scheme will be relevant if the Beneficiary wish to apply, or have applied, for any other Innovation Aid to SMEs. The value of the aid under this scheme is estimated to be £61,217. The Beneficiary will need to declare this amount to any other aid awarding body who requests information from the Beneficiary on how much Innovation Aid to SMEs the Beneficiary has received. For the purposes of the English Research, Development and Innovation State Aid Scheme, the Beneficiary must retain this letter for 10 years from the date on which the aid is granted and produce it on any request by the UK public authorities or the European Commission. (The Beneficiary may need to keep this letter longer than 10 years). (Please advise the University now of any other Innovation Aid to SME's which the Beneficiary and any enterprises linked to it may have received during the Beneficiary's current and previous two fiscal years, as the University need to check that the University support added to that previously received, will not exceed the threshold of €200,000), (£100,000 for undertakings in the road freight transport sector) over the last 3 fiscal years. Innovation Aid to SME's includes not only grant but also assistance such as free or subsidised consultancy services, marketing advice etc. If the Beneficiary are in any doubt about whether previous assistance received classes as Innovation Aid to SME's assistance please include it. Any additional aid provided by the contracted Research Partner and not reimbursed by the beneficiary, remains the responsibility of the contracted Research Partner to advise and notify the beneficiary using the appropriate state aid exemption.**

**The Company must retain this letter for 10 years from the date on which the aid is granted and produce it on any request by the UK public authorities or the European Commission. (The Company may need to keep this letter longer than 10 years).**

Please complete **one** of the options below:

1. The Beneficiary has not received any state aid previously ☐ OR
2. On behalf of **XXXXXXX** I confirm that the Beneficiary has received the following De Minimis aid and/ or Article 28 (4).
3. Innovation Aid for SME's during the previous 3 fiscal years (i.e. current fiscal year and the previous two fiscal years):

Body providing the assistance/ aid	Value of assistance (calculating the Gross Grant Equivalent)	Date of assistance
<b>Previous Article 28 (4) assistance:</b>	Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap to enter a date.
<b>Previous De minimis assistance:</b>	Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap to enter a date.
<b>Total</b>	Click or tap here to enter text.	Click or tap here to enter text.

#### State Aid Eligibility Calculation

Value of Aid Previously Received (A)	£ € Click or tap here to enter text.	<b>Eligible to receive state aid?</b>  Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Estimated Value of Aid to be Provided (B)	€ Click or tap here to enter text.	
Total (C) (A + B)	€ Click or tap here to enter text.	
Permissible Threshold (D)	€200,000	
Level of Aid Remaining (D – C)	€ Click or tap here to enter text.	

**D. OVERALL ELIGIBILITY ASSESSMENT** – This section brings together the assessment of eligibility undertaken within Section 1 and Annex A in order to determine if the Beneficiary can be supported through the Project.

Criteria	Assessment
Is the organisation based in Stoke-on-Trent and Staffordshire? (Section 1 Part A)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is the organisation an SME? (Annex A Part B)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is there an incentive effect? (Annex A Part B)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Is the aid to be provided, once added to any aid previously received below permissible limits? (Annex A Part B)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is the beneficiary in an eligible sector? (Annex A Part B)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is the beneficiary part of a Linked Enterprise or Autonomous?	L <input type="checkbox"/> A <input type="checkbox"/>

On the basis of the information provided the Beneficiary is ☐ /is not ☐ eligible to receive assistance.

<b>Eligibility Assessment Approved by Keele's Operational Support Unit (Internal)</b>  Name: Click or tap here to enter text. Position: Click or tap here to enter text.	Signature: <a href="#">Click here to enter text.</a>  Date: <a href="#">Click here to enter text.</a>
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<p><b>Funding Information</b> – The following narrative provides further information to the Beneficiary on the European Regional Development Fund (ERDF) and state aid.</p> <p><b>European Regional Development Fund (ERDF)</b>  ERDF is a European Structural Investment Fund and aims to strengthen economic and social cohesion in the European Union by correcting imbalances between its regions. The assistance to the Beneficiary is to be provided through the European Regional Development Fund (ERDF) English Growth Programme 2014-2020. To be eligible to receive funding for this Project, the Beneficiary needs to:</p> <ul style="list-style-type: none"> <li>(i) Have a business address within Stoke-on-Trent and Staffordshire;</li> <li>(ii) Be a Small to Medium Sized Enterprise (SME) - which means employing less than 250 people, having a turnover and balance sheet of less than €50m and €43m respectively and having certain ownership characteristics (where applicable).</li> <li>(iii) In respect of any grant procure the goods/works/service for which the grant is provided in accordance with the ERDF Procurement Requirements – assistance for which will be provided by the University.</li> <li>(iv) Linked and Autonomous Enterprises definitions can be found at:  <a href="http://ec.europa.eu/regional_policy/sources/conferences/state-aid/sme/smedefinitionguide_en.pdf">http://ec.europa.eu/regional_policy/sources/conferences/state-aid/sme/smedefinitionguide_en.pdf</a> pages 16-24.</li> </ul> <p>In order for the University to comply with the ERDF regulations in respect to publicity it is contractually obligated to inform the Beneficiary that the assistance is being provided by ERDF and through the KRISP project and to acknowledge support from ERDF by displaying: (a) the Union emblem and (b) a reference to the European Regional Development Fund. It is mandatory that the logo is used and applied correctly, prominently and consistently on all websites, publicity materials and Project documentation produced by the University in relation to a project supported by ERDF.</p> <p><b>State Aid</b>  In order to minimise distortion of competition the European Commission sets limits on how much assistance can be given without its prior approval to organisations operating in a competitive market. To be eligible to receive funding for this Project, the Beneficiary needs to:</p> <ul style="list-style-type: none"> <li>(i) Be in a sector eligible for support, which does not include the following: fisheries and agriculture; shipbuilding; coal industry; steel industry; synthetic fibres and; primary of production of agricultural products.</li> </ul>
---

- (ii) Not be in receipt of state aid, which once added to any aid previously received, is above €200,000 over the previous three fiscal year period.
- (iii) Be of sound financial standing and not classified as an Undertaking In Difficulty. A Beneficiary is considered to be in difficulty when, without intervention by the State, it will almost certainly be condemned to going out of business in the short or medium term. Therefore, a beneficiary is considered to be in difficulty if at least one of the following circumstances occurs:
- In the case of a limited liability company, where more than half of its subscribed share capital has disappeared as a result of accumulated losses. This is the case when deduction of accumulated losses from reserves (and all other elements generally considered as part of the own funds of the company) leads to a negative cumulative amount that exceeds half of the subscribed share capital.
  - In the case of a company where at least some members have unlimited liability for the debt of the company, where more than half of its capital as shown in the company accounts has disappeared as a result of accumulated losses.
  - Where the undertaking is subject to collective insolvency proceedings or fulfils the criteria under its domestic law for being placed in collective insolvency proceedings at the request of its creditors.
- (iv) Not be the subject of a state aid recovery case whereby the European Commission is seeking recovery of unlawful aid from the beneficiary.

The value of the aid has been calculated under the gross grant equivalent methodology and a copy of this can be obtained from the University upon request. This calculation includes any value inherent in any Intellectual Property arising from the Project. In the absence of a market price at the date of this agreement, the Intellectual Property is conferred to the Beneficiary on the basis of the full costs of the service plus a margin in reference to those commonly applied by undertakings active in the sector (15%).

### SCHEDULE 3

#### DATA PROTECTION PROVISIONS

In this Schedule 3:

<b>"Customer Data"</b>	means the Personal Data and Sensitive Personal Data Processed by (or on behalf of) the Company under, or in connection with, this Agreement as more particularly described in 1.5;
<b>"Data Protection Laws"</b>	means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which a party is subject, including the Data Protection Act 1998 (up to and including 24 May 2018) and General Data Protection Regulation (EU) 2016/679 (the " <b>GDPR</b> ") (on and from 25 May 2018) (or, in the event that the UK leaves the European Union, all legislation enacted in the UK in respect of the protection of personal data) ; and (b) any code of practice or guidance published by a regulator or the European Data Protection Board from time to time;

For the purpose of this Schedule 3, "Controller", "Data Subject", "Personal Data", "Process", "Processed", "Processing", "Processor" and "Sensitive Personal Data" (including from 25 May 2018 special categories of Personal Data set out in Article 9(1) of the GDPR) shall have the meanings given to them in the Data Protection Laws.

#### Arrangement Between The Parties

1.1 The Company is the Controller of the Customer Data and in accordance with the terms of this Agreement appoints the Research Partner and Keele to act as Processors in relation to the Customer Data made available by the Company under this Agreement for the purpose of providing the Project. The particulars of the Customer Data are set out in 1.5.

#### Data Processor Obligations

1.2 In relation to any Customer Data that the Company provides or makes available to the Research Partner and Keele, or that the Research Partner or Keele Process on the Company's behalf pursuant to this Agreement, the Research Partner and Keele shall:

- 1.2.1 comply with the obligations imposed upon a Processor under the Data Protection Laws and shall co-operate with the Company and take all such action as are necessary to enable the Company to comply with its obligations under the Data Protection Laws and shall not perform its obligations under this Agreement in such a way as to cause the Company to breach any of its obligations under the Data Protection Laws, expressly and without limitation, the Processor shall comply with the obligations set out in Articles 28(2), (3), and (4) of the GDPR;

- 1.2.2 only Process Customer Data for and on behalf of the Company for the purposes of performing its obligations under this Agreement, and only in accordance with the terms of this Agreement and any instructions from the Company;
- 1.2.3 ensure that appropriate operational and technical measures are in place to safeguard against any unauthorised or unlawful Processing of the Customer Data and against accidental loss or destruction of, or damage to, Customer Data and where requested provide to the Company evidence of its compliance with such requirement;
- 1.2.4 within thirty (30) calendar days of a request from the Company, allow its data processing facilities, procedures and documentation to be submitted for scrutiny, inspection or audit by the Company (and/or its representatives, including its appointed auditors) in order to ascertain compliance with the terms of this Schedule 3, and provide reasonable information, assistance and co-operation to the Company, including access to relevant staff and/or, on the request of the Company, provide the Company with written evidence of its compliance with the requirements of this Schedule 3;
- 1.2.5 not disclose such Customer Data to any party who carries on business outside the European Economic Area or transfer the Customer Data outside the European Economic Area without the Company prior written consent;
- 1.2.6 notify the Company promptly (and in any event within twenty-four (24) hours)
  - (a) upon becoming aware of any actual or suspected, threatened or 'near miss' Personal Data breach (including a breach of paragraph 1.2.3, and:
    - (i) implement any measures necessary to restore the security of compromised Customer Data; and
    - (ii) assist the Company to make any notifications to a regulator and affected Data Subjects;
  - (b) if the Research Partner or Keele is required by any law of the European Union to act other than in accordance with any instructions from the Company given under paragraph 1.2.2, provided the Research Partner and Keele is not prohibited by law from doing so;
- 1.2.7 respond to any request for support, information or action required by the Company within such timescales as notified to it by the Company and where no such timescale is provided respond promptly to ensure that the Company meets its duties under the Data Protection Laws in a timely manner.
- 1.3 Notwithstanding anything in this Agreement to the contrary, this Schedule 3 shall continue in full force and effect for so long as the Research Partner and Keele Process any Customer Data.
- 1.4 Except as otherwise provided, this Agreement does not transfer ownership of, or create any licences (implied or otherwise), in any Intellectual Property in any Personal Data.
- 1.5 The Research Partner and Keele shall indemnify and keep indemnified the Company from and against all losses suffered or incurred by the Company arising out of or in connection with claims and proceedings arising from any breach of the Research Partner or Keele's obligations under this Schedule 3.

- 1.6 Each Party will comply with all applicable requirements of the Data Protection Legislation. This clause 1.6 is in addition to and does not relieve, remove or replace a Party's obligations under the Data Protection Legislation.

**Data Controller Obligations**

- 1.7 Without prejudice to the generality of clause 1.6, the Company will ensure that it has all the necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Research Partner for the duration and purposes of this Agreement. The Company shall only transfer that Personal Data which is strictly necessary to enable the Research Partner to carry out the Services and shall, where possible, anonymise such data before it is sent.
- 1.8 The Company shall indemnify and keep indemnified the Research Partner against any losses suffered or incurred by the Research Partner arising out of or in connection with claims and proceedings arising from any breach of the Company's obligations under this Schedule 3.



#### **SCHEDULE 4**

##### **DATA PROTECTION PARTICULARS**

<b>The subject matter and duration of the Processing</b>	<p>The subject matter of the Processing is Personal Data for which the Company is the Controller and which is processed by Keele and the Research Partner in connection with the provision of the Services.</p> <p>The duration of the Processing is the term of the Project Period.</p>
<b>The nature and purpose of the Processing</b>	<p>The nature and purpose of the Processing is the handling of the Company's employee data as part of the Services being provided by the Company under this Agreement.</p>
<b>The type of Personal Data being Processed</b>	<p>The type of Personal Data being or which may be Processed is the names, job titles and anonymised equality and diversity information of the Company's employees.</p>
<b>The categories of Data Subjects</b>	<p>The categories of Data Subjects are employees of the Company.</p>

EXECUTED as an agreement:

**SIGNED** for and on behalf of **University of Keele**

Name:

Position:

Signature:

**SIGNED** for and on behalf of **the Research Partner**

Name:

Position:

Signature:

**SIGNED** for and on behalf of **XXXXXXXXXXXXXXXXXXXX**

Name:

Position:

Signature:

## **APPENDIX 1**

### **PART 1**

#### **ITT**

**[Insert Section 2 of ITT]**

## **PART 2**

### **TENDER RESPONSE**

**[Insert Section 4 of ITT as completed by the Research Partner]**