MRC DLA STUDENTSHIP AGREEMENT

This Studentship Agreement (the 'Agreement') is made by and between

..... of ..... (**'XXXX'**)

and

King's College London of Strand, London WC2R 2LS United Kingdom ("Kings"),

which are also referred to individually herein as a 'Party' or collectively as the 'Parties'.

WHEREAS the Medical Research Council (the 'MRC') has made an award under its Doctoral Landscape Award scheme to the King's College London Doctoral Training Partnership to support a Student who will undertake the Research at King's in collaboration with XXXX.

IT IS HEREBY AGREED that:-

DEFINITIONS AND INTERPRETATION

In this Agreement the following words and expressions shall have the following meanings unless the context expressly requires otherwise; and

In this Agreement defined terms importing the singular also include the plural and vice versa where the context requires.

Academic Supervisor	shall mean Dr ..... from King's Department of …… in its Faculty of .....
Affiliate	means a corporation, institution, partnership, joint venture, or other entity which controls, is controlled by, or is under common control with a party. For the purposes of this definition "control" means the direct or indirect ownership of at least 50% or, if less than 50%, the maximum percentage as allowed by applicable law of the outstanding stock or voting rights entitled to elect directors;
Background Intellectual Property	includes any patent, patent application, information, data, techniques, Know-how, inventions, discoveries, software, materials and Intellectual Property (regardless of the form or medium in which they are disclosed or stored) generated (i) prior to the Commencement Date of this Agreement; or (ii) developed independently outside the conduct of this Research (that are not Research Intellectual Property), which are provided by one Party (whether belonging to that Party or to a third party) to the other Party for use in the Research, and whether before or after the date of this Agreement;
Commencement Date:	[Start Date];
Commercial Purpose:	shall mean use of the Background Intellectual Property or Research Intellectual Property for i) for marketing, ii) for regulatory submissions, iii) in the performance of services for a fee iv) to produce, manufacture or licence products or services for general sale v) or to develop or improve a commercially available or marketed app, platform, software, or algorithms; and/or (vi) any other business-related activity focused on generating revenue or conducting trade;
Confidential Information	shall mean any Background Intellectual Property, Research Intellectual Property and any other information of a confidential or sensitive nature disclosed by a Party to the other Party for use in the Research and identified as confidential before or at the time of disclosure or which, by its

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	nature or from the circumstances of its disclosure, should reasonably be presumed to be confidential;
Data Protection Legislation	means, while they remain in force and as amended from time to time, the Data Protection Act 2018, the European Data Protection Directive, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive, the Privacy and Electronic Communications (EC Directive) Regulations 2003, and once it comes into force, the UK General Data Protection Regulation, and any other laws and regulations relating to the processing of personal data and privacy which apply to a Party, together with, the guidance and codes of practice issued by the Information Commissioner's Office or other relevant data protection or supervisory authority;
Intellectual Property	shall mean intellectual property of any description including but not limited to patents, rights to inventions, trademarks, 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 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;
Know-How	shall mean unpatented technical information (including without limitation information relating to inventions, discoveries, concepts, methodologies, models, research, development, and testing procedures; Results that are not in the public domain;
Non-Commercial Purpose(s)	shall mean use for research, teaching or other not for profit purposes that is not a Commercial Purpose;
Partner Supervisor	shall mean ……., an employee of XXXX;
Placement	shall mean a placement provided by XXXX for the benefit of Student to carry out activities related to the Research for a minimum of three (3) months;
Receiving Party	shall mean the Party receiving Confidential Information;
Regulatory Body	shall mean any local, national, international or governmental or regulatory agency or body or other competent authority that enforces laws or otherwise regulates or supervises products (or an Affiliates or an Affiliates' products) and includes, but is not limited to the Medicines and Healthcare products Regulatory Agency, the U.S Food and Drug Administration, the European Medicines Agency, the United Kingdom's Information Commissioner's' Office and the General Medical Council;
Research	shall mean the programme of work entitled "[……]" as more particularly described in Schedule 1;
Research Intellectual Property	all Results including Intellectual Property and Know-How therein inventions, discoveries, software and materials identified or first reduced to practice or writing or developed in the course of the Research;
Results	shall mean all technical or other information, computer programs, code, data, analysis, materials and findings (regardless of the form or medium in which they are disclosed or stored) developed and created in the course of performing the Research, but not any Intellectual Property in respect of such information and other items;

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Student	shall mean the person named above or, if the person is not yet known, the person who enrols at King's to carry out the Research.

1 THE RESEARCH

1.1 The Research shall be undertaken under the UKRI's standard terms and conditions of training grant ("UKRI Terms") as set out in Schedule 3 and as updated from time to time. It shall run concurrently with the aforementioned [insert scheme] studentship for a period of three/four years. This Agreement is not intended to conflict or contradict the UKRI Terms but should any conflict or contradiction arise between the terms of this Agreement and the UKRI Terms, the UKRI Terms shall take precedence.

1.2 The Student shall undertake the Research at King's under the supervision of the Academic Supervisor and under the supervision of the Partner Supervisor. If the Academic Supervisor is unable or unwilling to continue the supervision of the Student, King's shall promptly notify XXXX, and the Student shall then be supervised by such other members of each Party's staff as the Parties may agree between themselves.

1.3 Each Party undertakes to supply the levels of data, manpower, materials, resources and commitment identified as its contribution to the Research in Schedule 1, and shall endeavour to ensure the accuracy of all such data and promptly to correct any error therein of which it becomes aware. For the avoidance of doubt, any data, information or materials which one Party supplies to the other in the course of the Research shall represent Confidential Information and/or Background Intellectual Property belonging to that Party.

1.4 If XXXX reasonably believes that the Research or the way in which the Student is undertaking the Research is deficient, it shall notify King's in writing at the earliest possible opportunity, giving full details of the perceived deficiencies. The Parties shall then discuss the matter in good faith to establish where any deficiencies may lie and an appropriate course of action to deal with them, as part of which King's shall remedy any agreed faults within an agreed, reasonable period which shall generally not exceed 21 working days. If the Parties are unable to agree on a course of action, including a reasonable period for King's to remedy any agreed faults, or should King's not remedy any agreed faults within the agreed period, the Parties shall deal with the matter by using the dispute resolution process set out in clause 11.6 hereto.

1.5 King's student complaints policy must be adhered to by the Parties in the event the Student wishes to raise a complaint. This is to ensure both Parties comply with the UKRI Terms TGC 2.12 to support the efficient and satisfactory identification and resolution of complaints from students.

Commented [SE1]: Policy available here: https://www.kcl.ac.uk/policyhub/concerns-and-complaints

1.6 Each Party undertakes to secure all necessary approvals from the competent local or national research ethics committee/s before undertaking any part of the Research which requires research ethics committee approval and to obtain properly signed informed consent and acknowledgement forms from any human subjects or their legal guardians who will be involved in the Research. Where any part of the Research takes place in a hospital, the Party involved shall first obtain all necessary approvals, indemnities and agreements from that hospital.

1.7 The Research will be conducted primarily or exclusively in the premises of King's. However, XXXX will provide a Placement upon agreement between the Parties, provide adequate space and support to enable the Student to spend time in XXXX's facilities if required. The main object of the Placement is to give the Student experience of commercial facilities while working on the Research. The duration and timing of any Placement will be agreed by the Parties. The Student undertakes to comply with all works rules and safety and other regulations communicated to them by XXXX and which XXXX may reasonably prescribe during those periods. For the avoidance of doubt, the Student will not be an employee of XXXX during such periods and XXXX will not require the Student to sign any contract of employment or other like legally binding agreement. Any Intellectual Property created by the Student while on the premises of XXXX which is not related to the Research shall be the property of XXXX. All Intellectual Property created while on the premises of XXXX that is related to the Research shall be subject to Clause 7 (Intellectual Property) of this Agreement.

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1.8 The reasonable travel and expenses costs of the Placement shall be met by XXXX. The Parties shall mutually agree whether XXXX will incur these costs directly on behalf of the Student or whether King's will incur these costs. Where the Parties decide that King's shall incur the costs, King's shall notify XXXX of any proposed expenses prior to incurring them and get XXXX prior written approval. XXXX shall not unreasonably delay or withhold approval. Such approval via email shall be considered sufficient by the Parties. King's shall be entitled to invoice XXXX once the expenses are incurred by King's. All such payments will be in accordance with Clause 3 (Finances).

2 DURATION

2.1 The effective period of this Agreement shall be for ... years from the Commencement Date.

2.2 In accordance with the UKRI Terms (TGC 8), the Student is entitled to periods of leave, specifically: Family Leave (including Maternity, Paternity, Adoption, Neonatal and Parental Leave), Medical Leave, Additional Leave, and Annual Leave. Should such leave be taken, the Research period shall be extended accordingly where required by TGC 8, and may be additionally extended in other approved circumstances, to ensure the Student can complete the Research.. A phased return may also be provided, where appropriate, in accordance with TGC 8. Any amendments or extensions shall be subject to a formal amendment to this Agreement.

2.3 The Parties agree that, should the Student require any period of Family Leave, Medical Leave, Additional Leave, or Annual Leave, they shall strictly adhere to the UKRI Terms (including any amendments thereto). XXXX warrants that it has read and fully understood the UKRI Terms, particularly TGC 8, including the payments the Student is entitled to receive during such periods of leave, and the financial contributions XXXX is required to make in relation to the Student's funding.

2.4 The Parties agree to act in good faith when consulting with each other and the Student. In no event shall a decision under clause 2.3 and 2.4 be taken without consent of the Student unless the Student, acting unreasonably, ceases to engage with the Parties.

3 FINANCES

3.1 XXXX shall pay King's £……. (plus VAT at the prevailing rate) towards the cost of the Research in accordance with Schedule 2.

3.2 XXXX undertakes to settle all valid invoices submitted by King's under this Agreement within 30 working days of their submission, failing which King's shall have the right to charge XXXX statutory interest on any valid invoices which remain unpaid after this period from the date on which payment would be due.

3.3 XXXX shall make an in-kind contribution of ……, and as further detailed in Schedule 1.

3.4 The Studentship stipend and tuition fees are subject to the rates published by UK Research and Innovation (UKRI) from time to time. Any increases or revisions to the applicable UKRI rates during the Studentship period shall apply automatically and supersede the rates stated in this Agreement.

4 REPORTING AND MEETINGS

4.1 King's shall provide XXXX with brief progress reports on the Research at mutually agreed intervals and a copy of the Student's thesis on completion of the Research which shall be the final report on the Research. There will also be progress meetings between the Parties at mutually agreed intervals.

5 CONFIDENTIALITY

5.1 The Parties shall ensure that information supplied to or deriving from the Research is exchanged between themselves on a confidential basis.

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5.2 In the event of one Party making available to the Receiving Party Confidential Information , the Receiving Party shall maintain the secrecy of such Confidential Information and shall not disclose it to third parties or members of its staff, directors or students outside the team working on the Research without the prior written consent of the Party disclosing it. Neither Party shall include any of the other Party's Confidential Information in the published results of the Research without the prior written permission of that other Party. Each Party shall ensure that the full confidentiality of all data relating to human subjects participating in the Research is fully maintained.

5.3 Each Party shall ensure that any of its employees and students involved or engaged in the Research shall maintain the secrecy of the other Party's Confidential Information, and if either Party intends to use the services of sub-contractors, consultants or other third parties to work on, advise on or manage any aspect of the Research, or intends to reveal any of the results of the Research to any such persons or organisations, that Party shall first ensure that such sub-contractors, consultants or other third parties sign legally-binding agreements undertaking to abide by the same conditions of confidentiality as are set out in this Agreement *mutatis mutandis*.

5.4 The obligations in clauses 5.2 and 5.3 above shall not apply to data or information which the Receiving Party can clearly demonstrate:-

i. was known to the Receiving Party prior to disclosure; or
ii. was or becomes part of the public domain through no fault of the Receiving Party; or
iii. becomes lawfully available to the Receiving Party from an unconnected third party who is under no obligation of confidentiality in respect thereof, or with the lawful right to make such disclosure; or
iv. has been independently developed or conceived for or by it without reference to the other Party's Confidential Information; or
v. it is required to disclose by law or a regulatory body, in which circumstances the Receiving Party shall wherever practicable give reasonable advance notice of the intended disclosure to the other Party, and the relaxation of the obligations of confidentiality shall apply only for as long as is necessary to comply with the relevant law or regulatory requirement and solely for the purposes of such compliance.

5.5 The above obligations of confidentiality shall survive expiry or termination of this Agreement by five years.

6 PUBLICATION

6.1 It is the intention of both Parties that the Student's thesis (the 'Thesis') shall be submitted in accordance with College and University of London regulations for the submission of higher degrees and that the results of the Research shall be publishable in accordance with normal academic practice, as required by King's legal status as an 'Exempt Charity'. In addition, each Party shall keep the results of the Research confidential to the extent necessary to protect any patentable inventions or other intellectual property rights arising from the Research which may have commercial value and any publication or disclosure by a Party of the results of the Research shall not disclose any of the other Party's Confidential Information. King's shall send XXXX a draft of all intended publications in advance of publication, for it to review them for the possible inclusion of any of its Confidential Information. XXXX shall review any such publications within a period of 30 working days of its receipt of the said publication. In the event that XXXX finds that the draft contains any of its Confidential Information, King's shall delete or adapt such Confidential Information prior to the intended publication being made. Should XXXX reasonably request that an application for a delay in publication of the Student's thesis be made to the Academic Board, King's will make such an application and both Parties agree to abide by its decision provided that any delay in publication shall not exceed six (6) months in total and shall at all times be consistent with the requirements of UKRI relating to the maximum permitted embargo period. King's shall acknowledge the support received from XXXX in any publications arising from this Agreement, unless requested to the contrary by XXXX.

6.2 The literary copyright in academic publications made by King's shall remain the property of King's, which hereby grants XXXX an automatic, non-exclusive, royalty-free licence to use and reproduce those publications. The literary copyright in the Thesis shall remain the property of the Student, who

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hereby grants XXXX an automatic, non-exclusive, royalty-free licence to use and reproduce the Thesis.

6.3 For the duration of this Agreement and a further five (5) years thereafter, upon request by King's XXXX shall provide any information reasonably required to support a submission to any Higher Education and funder-required statutory return framework, including but not limited to Research Excellence Framework, Knowledge Exchange Framework, or any other such research standards body. The information provided will be published by King's for the purposes of assessing the quality of UK research. Any such information will be subject to Data Protection Legislation and any personal data collected during the process of collecting evidence will be destroyed seven (7) years after the framework results are released. Such information may include, but is not limited to:

a. a description of the collaborative activity or project;

b. evidence of XXXX's role in or contribution to the research;

c. outputs or outcomes resulting from the collaboration (e.g. publications, patents, innovations);

d. impact case study material (e.g. testimonials, data, reports) demonstrating benefits to policy, industry, or society;

e. details of knowledge exchange, commercialisation, or public engagement activities.

7 INTELLECTUAL PROPERTY

7.1 Nothing in this Agreement shall affect the ownership of Background Intellectual Property. Neither Party shall knowingly make Background Intellectual Property available to the other Party (i) which it does not have the right to make available to that Party, (ii) where it does not have the right to grant the licences to use such Background Intellectual Property set out in this clause or, (iii) where to do so would cause an infringement of the rights of a third party.

7.2 If one Party makes any of its Background Intellectual Property available to the other Party in the course of the Research, the Party receiving such Background Intellectual Property shall treat it as Confidential Information disclosed under clause 5.2 above, and shall not disclose it to a third party nor use it for any purposes other than that for which it was made available to that Party. Where it is necessary for King's to use Background Intellectual Property belonging to XXXX to carry out the Research, XXXX shall grant King's a royalty-free, non-exclusive, non-transferable licence to use such Background Intellectual Property solely for that purpose. Should XXXX require a licence to use Background Intellectual Property belonging to King's in order to use or commercially exploit the results of the Research, King's shall, to the extent to which it is free to do so, grant such a licence to XXXX on normal commercial terms to be agreed.

7.3 The Research Intellectual Property shall be the property of King's, which shall grant to XXXX a non-exclusive, royalty-free licence to use Results (but not any Intellectual Property Rights therein) for Non-Commercial Purposes, subject to the obligations of confidentiality established in this Agreement.

7.4 In addition, upon conclusion of the Research, should XXXX request a licence to use the Results and/or all Research Intellectual Property for a Commercial Purpose, King's undertakes to grant XXXX an option to such a licence in an agreed field on fair and reasonable, preferential terms to be agreed which will take full account of the relative contributions (both financial and scientific) which both Parties have made to the Research. Such a licence shall be the subject of a separate agreement between the Parties. The Parties undertake to negotiate the terms of such a licence in good faith and use all reasonable endeavours to agree terms amicably, but should they fail to do so within a period of six months from XXXX notifying King's that it wished to negotiate such terms in accordance with provisions of this clause, the matter shall be settled finally by reference to an expert independent umpire who is acceptable to both Parties. Should the Parties be unable to agree on a suitable umpire, they shall ask the President for the time being of the Licensing Executives Society of Britain and Ireland to nominate a suitable person to act as umpire. Any decision reached in this way by an expert independent umpire shall be final and binding on the Parties involved.

8 LIABILITIES AND INDEMNITIES

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8.1 Neither Party shall hold the other liable for any damages, dispute or injury arising during the undertaking of the Research unless caused by the wilful act, negligence or default of an employee, student, director, representative, consultant or agent of that Party. Nor shall one Party be liable to the other for any claims or demands arising out of this Agreement or the Research for loss of income, profits, turnover, business, opportunity, reputation, goodwill, economic loss, indirect loss or consequential loss, no matter how arising and whether by breach or by negligence and whether in contract, tort or otherwise.

8.2 Each Party shall fully and effectively indemnify the other Party and its employees, students, directors, consultants, representatives and agents and keep them fully and effectively indemnified for liabilities arising from its own acts, omissions or defaults under this Agreement, including but not limited to, all liabilities arising from actions by third parties participating in the Research (including human subjects and/or their legal guardians), clinical activity involving the use of its products or items on human subjects and the use to which it or a third party puts Research Intellectual Property or Background Intellectual Property belonging to the other Party. Notwithstanding any other provision of this Agreement, each Party shall use its reasonable endeavours to mitigate losses it may incur that are covered by indemnities provided by the other Party.

8.3 King's shall carry out the Research in accordance with accepted scientific and/or academic principles and standards and shall endeavour to ensure the accuracy of the results of the Research. However, the Parties recognise that this Agreement provides for the carrying out of student-based, experimental research and that Research Intellectual Property or Background Intellectual Property may contain experimental materials, data or processes whose properties and safety may not have been established. Therefore King's does not undertake that the Research will provide specific results or provide data which can be used for a particular purpose, and any Research Intellectual Property, Background Intellectual Property, information or materials which King's provides under this Agreement are supplied 'as is' and without any express or implied warranties, representations or undertakings. King's shall not be liable for the consequences or effects of any use to which XXXX or any third party may put Research Intellectual Property, except to the extent that such claims arise from the proven negligence or default of King's or its employees, students, representatives, consultants or agents.

8.4 XXXX undertakes to make no claim in connection with this Agreement or its subject matter against any employees, students, agents or appointees of King's (apart from claims based on fraud or wilful misconduct). This undertaking is intended to give protection to individual researchers and officers, and does not prejudice any right which XXXX might have to claim against King's.

8.5 To the fullest extent permitted by law the terms and conditions in this Agreement are agreed to be in place of any warranties, obligations or conditions implied by law, trade usage, custom or otherwise as to the merchantable quality or the fitness for any particular purpose of the services or items being supplied hereunder. Nothing in this Agreement limits or excludes either the liability of either Party for death or personal injury, any fraud or for any sort of liability that by law cannot be limited or excluded, or any loss or damage caused by a deliberate breach of this Agreement.

9 TERMINATION

9.1. This Agreement may be terminated by either Party by giving a minimum of thirty working days' notice to the other if the Student is to cease working on the Research altogether for any reason or will no longer be a registered student of King's.

9.2 Further, either Party may terminate this Agreement by giving notice in writing to that effect to the other Party if:

(a) the other Party is in breach of its obligations under this Agreement and fails to remedy such breach within thirty working days of receiving notice from the Party not in breach which clearly identifies and gives details of the breach; or

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(b) the other Party enters into bankruptcy or liquidation, has a receiver, liquidator or administrator appointed over the whole or any part of its assets, becomes insolvent or is otherwise unable to pay its debts as they fall due.

In such circumstances, the Party in receipt of notice of termination shall cease to use, and shall promptly return, all technical and scientific information and materials (including Confidential Information and Background Intellectual Property) supplied to it hereunder in connection with the Research by the other Party, together with all copies thereof in its possession, or in the possession of any of its related companies, Affiliates, successors in title, assigns or sub-licensees. The rights, benefits and licences granted or assigned or agreed to be granted or assigned hereunder to the Party in receipt of such notice shall be deemed terminated or cease forthwith upon such termination. Nothing in this clause shall affect any rights or licences granted or agreed to be granted under this Agreement to the Party terminating this Agreement by the other Party.

9.3 In the event of premature termination under this clause, the Parties shall promptly notify the MRC DTP of the reason for the termination and supply it with any further relevant information which it may reasonably require.

10 DATA PROTECTION & MATERIAL TRANSFERS

10.1 The Parties agree to adhere to all applicable statutory requirements and mandatory codes of practice in respect of confidentiality (including medical confidentiality) in relation to individuals, in accordance with the Data Protection Legislation.

10.2 The Parties agree not to share any Personal Data (as defined in the Data Protection Legislation) unless (i) this Agreement makes specific provision for sharing Personal Data, or (ii) the Parties first enter into a separate agreement for sharing Personal Data.

10.3 In the event that the Parties share any anonymised data relating to individuals:

10.3.1 the providing Party undertakes not to provide any key that relates anonymised data to the identities of individuals whose data are included in the anonymised data, and
10.3.2 the receiving Party shall not attempt to trace or re-identify any individual from the anonymised data provided.

10.4 Should the providing Party inadvertently transfer Personal Data, or should the receiving Party inadvertently identify any individual from the anonymised data, the receiving Party:

10.4.1 shall protect such Personal Data with appropriate physical and technical security measures, as required for the protection of Personal Data in accordance with the Data Protection Legislation, and
10.4.2 shall inform the providing Party as soon as reasonably practicable, giving the providing Party all reasonable assistance in determining the circumstances under which this occurred, and
10.4.3 shall not process the Personal Data, except in accordance with the providing Party's instructions;
10.4.4 shall neither record the identity of any individual nor share the identification of any individual with any other person (except as required at 10.4.2), nor attempt to contact any individual;
10.4.5 shall follow all reasonable instructions of the providing Party that are given in order to protect the privacy of the individuals.

10.5 The Parties recognise that in certain circumstances, depending on the characteristics of anonymised data being made available to the receiving Party, and any other information which is, or becomes, available to the receiving Party, such anonymised data could legally constitute Personal Data, and in such circumstances the Parties agree to promptly amend this Agreement to make it compliant with the Data Protection Legislation.

10.6 The Parties agree not to provide any materials, such as tissue, cell lines, cultures, vectors (e.g. plasmids, baculoviruses), antibodies, sera, plasma, assays, bacterial strains nucleotides, chemical compounds, antigens, GMOs, clones, subclones, DNA, RNA and all progeny, subunits, derivatives, components, modifications or improvements thereof supplied, as well as any related documentation,

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information, datasets, databases, images, designs and data, including, but not limited to, Single Nucleotide Polymorphisms, microassays, results of genotyping and other bioassays ('Materials').

Or

10.6 In the event that the Parties wish to transfer materials for the purpose of this Agreement, they shall ensure that such transfer, and all related activities, are carried out in full compliance with the terms and conditions set out in Schedule 4.

Commented [LF2]: We can provide this schedule as required depending on who is providing/receiving the materials.

11 NOTICES

11.1 Any notices served by a Party under this Agreement shall be made in writing and sent by registered or recorded delivery with a simultaneous copy sent by email addressed to the other Party at the address shown below, or to such other address as that Party may have notified the other Party as being its address for such correspondence:-

- For XXXX
  ……
  ……
  ……
  ……
  ……
  Email: ……..

- For King's

  Director of Pre-Award, Research & Consultancy Contracts
  King's College London
  3rd Floor, 5-11 Lavington Street
  London SE1 0NZ
  United Kingdom
  Email: rgccontractsteam@kcl.ac.uk
  Quoting reference: [….]

Any notice shall be deemed to have been received:

11.1.1 if delivered by hand, at the time the notice is left at the proper address; or

11.1.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second business day after posting; or

11.1.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume.

11.2 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution

12 GENERAL

12.1 This Agreement, together with any documents referred to herein, supersedes and terminates all other agreements, terms, understandings and representations regarding the Research whether written, oral, express or implied between the Parties and constitutes the entire agreement between the Parties concerning the Research and the sole basis on which they have entered into this Agreement. However, this clause shall not exclude a Party's liability for fraudulent representation or concealment made prior to the execution of this Agreement. In the event of any conflict or contradiction between the terms in the main body of this Agreement and Schedule 1, the terms in the main body of this Agreement shall prevail.

12.2 If any part or any provision of this Agreement proves to any extent to be invalid, illegal or unenforceable, the remainder of such provision and all other provisions of this Agreement shall

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remain valid and enforceable to the fullest extent permissible by law and regulation, and such provision shall be deemed to be omitted from this Agreement to the extent of such invalidity, illegality or unenforceability. The remainder of this Agreement shall continue in full force and effect and the Parties shall negotiate in good faith to replace the invalid, illegal or unenforceable provision with a valid, legal and enforceable provision which has an effect as close as possible to the provision or terms being replaced.

12.3 This Agreement is not intended to establish, and shall not be construed by any Party as establishing, any form of business partnership or joint venture between themselves or to have created the relationship of principal and agent, a membership or any other legal entity between the Parties, and accordingly no Party shall have any right or authority to act on behalf of another nor to bind another by contract or otherwise in connection with the Research.

12.4 Except as provided for herein, neither Party shall use the other's name, crest, logo or trademarks, or the name of any of its staff or students, nor imply their identity, without the express written permission of that Party or individual, except that nothing in this clause shall restrict, delay, impede or prevent a Party from using the other Party's name when making disclosures under the Freedom of Information Act 2000 or any subsequent re-enactment or modification thereof, or in its own reports or internal literature. The content and timing of any internet or press releases regarding the Research shall be agreed by both Parties, such agreement not unreasonably to be withheld.

12.5 No failure to exercise or delay in the exercise of any right or remedy which any Party may have under this Agreement or in connection with this Agreement shall operate as a waiver thereof, and nor shall any single or partial exercise of any such right or remedy prevent any further or other exercise thereof or of any other such right or remedy.

12.6 Each Party shall ensure that its work on the Research complies fully with all applicable local, government and international laws, regulations and guidelines which are effective during the period of this Agreement, including those governing health and safety, data protection and equal opportunities matters such as race and gender equality, disability, age, religion and sexual orientation.

12.7 Except as provided for under clause 7.4, in the event of any difference, dispute or question, arising from this Agreement or the Research, the Parties involved will endeavour to settle such matters amicably between themselves in good faith, but failing which through the appropriate responsible officials in their organisations. Should the Parties still be unable to reach agreement between themselves within a period of 30 working days, except as provided for elsewhere herein, the matter shall then be settled finally by referring it for resolution promptly to the Model Mediation Procedure promoted by the Centre for Effective Dispute Resolution using Alternative Dispute Resolution. Any decision reached in this way shall be final and binding upon the Parties. Nothing in this clause shall prevent or impede a Party from being free to apply for interim relief in a court of competent jurisdiction seeking to require the other Party to cease a particular activity in the event of a material or unremedied breach of this Agreement.

12.8 The clause headings in this Agreement are used for convenience only and shall not affect its interpretation or construction.

12.9 This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors in title and assigns, and any amendments to this Agreement shall be agreed in writing by all Parties, their successors in title or their assigns.

12.10 In the event that this Agreement is fully executed by the Parties before a suitable research student has been selected to undertake the Research, King's undertakes to obtain the signature of the Student on the declaration at the foot of this Agreement as soon as possible after he/she has been selected.

12.11 Except as otherwise expressly provided for in the main body on this Agreement, 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 and it shall not require the permission of any third party for it to be amended or terminated. The Parties recognise that the individuals referred to in clause 8.2 may in their own right enforce the provisions of that clause.

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12.12 Termination or expiry of this Agreement shall not affect the survival of any clauses or provisions herein which are stated, or which by their nature are intended, to continue after termination.

12.13 Each Party shall:

12.13.1 comply with all applicable laws relating to anti-bribery, anti-corruption, export control, Trusted Research and the NSI Act 2021 (the 'Relevant Requirements'), including but not limited to the Bribery Act 2010, in connection with its conduct under this Agreement

12.13.2 promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by it in connection with Agreement.

12.14 The Parties acknowledge and agree that any breach of clause 12.13 shall be an irremediable material breach of this Agreement for the purposes of clause 9.2.

12.15 This Agreement is made and shall be interpreted in accordance with English Law, and except as provided for elsewhere herein the Parties shall submit to the jurisdiction of the English Courts.

SIGNATURES

Signed for and on behalf of King's College London	Signed for and on behalf of XXXX
Signature:	Signature:
Name:	Name:
Position:	Position:
Date:	Date:

Undertaking by the Student

I have read the above terms and conditions of contract between King's and XXXX and understand that they apply to me in my undertaking of the Research and accept to be bound personally by Clauses 1, 4, 5, 6 and 7. I also understand that this document has legal effect and that I have the right to seek independent legal advice regarding its implications. In consideration of the rights and benefits afforded to me in the contract, I agree to be bound and abide by the terms of this Agreement and to carry out the Research on the same conditions that apply to King's in this Agreement, except where they apply solely to King's as an institution, and I shall also use all my reasonable endeavours to enable King's to fulfil its obligations under this Agreement. I understand that, if King's receives any income from the commercial exploitation of Research Intellectual Property I have created, it will share any such income with me on the same basis that it does with its staff, as set out in King's Code of Practice for Intellectual Property, Commercial Exploitation and Financial Benefits' to which I have access. If any dispute under this Agreement is taken to mediation as provided for in clause 12.7, I undertake to participate in that mediation in good faith to the extent required of me.

……	.....
(the Student)	(Date)

DRAFT

DRAFT

Schedule 1 – The Research

Details of XXXX in kind contribution **[……]**

DRAFT

Schedule 2 – Financial Contribution

XXXX Details:

Invoice Address:	
Contact person:	
Email address:	
XXXX's reference	
Payment terms:	30 days from invoice date
VAT number:	

Invoice Sender Details:

Address:	Research Management and Innovation Directorate, King's College London, 3rd Floor, 5 – 11 Lavington Street, London, SE1 0NZ
Contact Person:	
Email Address:	researchinvoices@kcl.ac.uk
VAT number:	(KCL GB 627 4035 51)
Worktribe Project number:	

The Financial Support will be paid by XXXX to King's as detailed in the table below and upon receipt of an invoice from King's:

Date	**Invoice Description**	**Amount Due (excl VAT)**
XX/XX/2025	Fees, Stipend, RTSG, Research Costs	
XX/XX/2026	Fees, Stipend, RTSG, Research Costs	
XX/XX/2027	Fees, Stipend, RTSG, Research Costs	
XX/XX/2028	Fees, Stipend, RTSG, Research Costs	

A breakdown of the funding provided by XXXX:
Studentship costs:
Stipend [£]
Fees [£]
RTSG [£]

DRAFT

Research costs
Xxx £
Xxx £

TOTAL £ plus VAT at the prevailing rate

DRAFT

SCHEDULE 3 – UKRI 2025 TERMS AND CONDITIONS

Terms and conditions available here:

UKRI-011025-StandardTrainingGrant-TermsandConditions.pdf

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