

STUDENT PROJECT AGREEMENT

among

THE UNIVERSITY COURT OF THE UNIVERSITY OF ST ANDREWS

and

[INSERT NAME OF COMPANY]

and

[INSERT NAME OF STUDENT]



University of
St Andrews

STUDENT PROJECT AGREEMENT

Background

This agreement sets out the terms under which the Student, a registered student at the University, will carry out a project with the Company as part of their [insert details] course.

COVER SHEET

Parties	
"University"	The University Court of the University of St Andrews , a charity registered in Scotland (Registered Number SC013532) and having an office at College Gate, St Andrews, Fife, Scotland, KY16 9AJ
"Company"	[Insert name and legal designation]
"Student"	[insert name and address]
Other details	
Project:	[insert title and brief summary]
Effective Date:	[insert date Agreement is to take effect]
Period:	From the Effective Date until [the completion of the Project / the date of the Student's Graduation from the University / [date] / the submission of the Student's work for formal assessment / for a period of 24 months.]
Academic Supervisor(s):	[insert names]
Company Supervisor:	[insert name / Not applicable]
Location:	[insert details of where the Student would be located during the Optional Placement with the Company / Not applicable]
Funding:	The following funding arrangement shall apply to this Agreement: [The Student is an employee of the Company and shall be paid accordingly / The Company shall make a Contribution to the Student to support their work on the Project / The Student has sourced external funding to support them financially whilst working on the Project / The Student is self-funding.]
Intellectual Property:	The position in relation to Intellectual Property rights may vary depending on the funding arrangements. Please select which option in clause X (Intellectual Property) applies to this Agreement:

	[Option 1 / Option 2 / Option 3]
Contribution:	[insert amount of any contribution and payment schedule / Not applicable]
Notices:	<u>For the University:</u> Chief Legal Officer University of St Andrews, Walter Bower House, Guardbridge, St Andrews, KY16 0US, UK chieflegal@st-andrews.ac.uk <u>For the Company:</u> [insert name and contact details]

The Cover Sheet, together with the attached Schedule in two parts, Part 1 (Terms and Conditions) and Part 2 (Project IPR Options), set out the terms and conditions of the agreement between the Parties (this “**Agreement**”).

Signed for and on behalf of:

The University Court of the University of St Andrews

Signature

Name: _____

Designation: _____

Date: _____

Signed for and on behalf of:

[insert company name]

Signature

Name: _____

Designation: _____

Date: _____

I [INSERT STUDENT NAME] hereby acknowledge that a representative of the University has explained to me that:

- if the Project IPR developed by me is to be owned by the University or the Company then the University or the Company may request that I sign further documentation to perfect the University or Company's rights in relation to the same;
- all information which I come across may be confidential in nature and must be treated as such. If I am in any doubt as to how I should treat any information received under this Agreement, I will contact one of my Academic Supervisors; and
- this is a legally binding document and by signing it I will be bound by its terms and I acknowledge that the University recommended that I take independent legal advice.

I confirm that the terms of this Agreement are hereby accepted and agreed.

Signature

Name: _____

Date: _____

THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING STUDENT PROJECT AGREEMENT BETWEEN THE UNIVERSITY COURT OF THE UNIVERSITY OF ST ANDREWS, [INSERT NAME OF COMPANY] AND [INSERT NAME OF STUDENT]

SCHEDULE

PART 1

TERMS AND CONDITIONS

1 Definitions

1.1 In this Agreement, unless the context otherwise requires, the following words and expressions shall have the meanings set out opposite them:-

“Agreement”	means the Cover Sheet together with the Schedule in two parts;
“Academic Supervisors”	means the University employees who are named in the Cover Sheet;
“Background Intellectual Property”	means any inventions, designs, information, reports, know-how, specifications, formulae, data, processes, methods, techniques, and other technology, other than Foreground Intellectual Property, used in, or disclosed in connection with the performance of, the Project and the Intellectual Property Rights therein;
“Business Days”	a day, other than a Saturday or Sunday or public holiday in Scotland;
“Business Hours”	the period from 8.45am to 5.00pm on any Business Day;
“Contribution”	means the amount set out in the Cover Sheet;
“Company Supervisor”	means an employee of the Company who is named in the Cover Sheet;
“Effective Date”	means the date stated in the Cover Sheet;
“Intellectual Property”	means patents, utility models, rights to inventions, copyright and neighboring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer

software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

“Parties”	means the University, the Company and the Student, who are each a “Party” and together the “Parties”, and the word “Party” shall be construed accordingly;
“Period”	means the term as detailed in the Cover Sheet;
“Project”	has the meaning given to it in the Cover Sheet;

2. TERM

- 2.1 This Agreement shall commence on the Effective Date and shall continue in effect for the Period unless extended by mutual written agreement of all Parties or terminated earlier in accordance with the terms of this Agreement.

3. PROJECT AND OPTIONAL PLACEMENT

- 3.1 During the Period the Student shall carry out the Project with input from the Company in order to further the Student’s studies.
- 3.2 The Student shall primarily work on the Project under the supervision of the Academic Supervisor. However, the Parties may, at their option, agree in writing (acting reasonably) that the Student will carry out part of the Project at the Location, for a period to be agreed during the Period (the “**Optional Placement**”).
- 3.3 The Student will be directly accountable to the Company Supervisor throughout any such Optional Placement, who will also outline any conditions relevant to the Optional Placement, including local departmental procedures. The Student undertakes to comply with all such conditions.
- 3.4 For the avoidance of doubt, the Student shall remain a student of the University during any Optional Placement, subject to the rights of the Student to terminate his/her studies at the University and the University’s right to terminate the Student’s studies.
- 3.5 If the Student has a grievance or complaint in relation to the Optional Placement or is dissatisfied with a disciplinary decision, the matter shall in the first instance be raised with the Company in conjunction with the University when the issue arises.
- 3.6 The University shall not be liable for any act or omission on the part of the Student during the Optional Placement. In particular, but without prejudice to the foregoing generality,

the University will not incur any liability to the Company for any loss, expense, damage or delay arising from any act or omission, negligent or otherwise, of the Student, whilst the Student is under the control of the Company.

- 3.7 The University does not undertake that the work carried out or pursuant to this Agreement will lead to any particular result, nor is the success of such work guaranteed.

4. FUNDING

- 4.1 In the event that the Company has agreed to pay to the University a financial Contribution, the University shall invoice the Company in respect of the Contribution in accordance with the payment schedule as set out in the Cover Sheet.
- 4.2 The Company shall pay such invoice within thirty (30) days of receipt by the Company.
- 4.3 In the event of the Company failing to make payment of the Contribution (or any part thereof), the University and/or the Student may either cease to carry out the Project forthwith until payment is made in full or, at its option treat this Agreement as repudiated.
- 4.4 Save insofar as otherwise expressly provided, all amounts stated in this Agreement are expressed exclusive of value added tax (VAT) or other applicable sales taxes, which shall be added to the amounts in question.

5. INTELLECTUAL PROPERTY

- 5.1 All Background Intellectual Property belonging to one Party shall remain the exclusive property of the Party owning it (or, where applicable, the third party from whom its right to use the Background Intellectual Property has derived).
- 5.2 Each Party grants the other Party a royalty-free, non-transferable, non-exclusive, licence to use its Background Intellectual Property for the sole purpose of the performance of the Project.
- 5.3 In relation to any and all Intellectual Property generated, obtained and developed during the Project ("**Project IPR**") the Parties have agreed that one of the Options set out in Part 2 of the Schedule shall apply to this Agreement. The relevant Option shall be stated in the Cover Sheet.

6. DISSERTATION

- 6.1 Nothing in this Agreement shall prevent or hinder the Student from submitting any course work, including but not limited to a Dissertation, to the University for assessment as part of their course.
- 6.2 The Student shall follow the University's procedures for the submission of their Dissertation for examination.
- 6.3 If the Dissertation contains Confidential Information provided by the Company, the Student shall take reasonable steps to anonymise such information or seek prior approval from the Company before submission, such approval shall not unreasonably be withheld or delayed.

- 6.4 The Company acknowledges that the Dissertation shall be accessed by the Academic Supervisors, other members of University staff, and in some cases external examiners, as part of the standard academic assessment process.

7. CONFIDENTIALITY

- 7.1 The Parties each undertake to use reasonable endeavours to keep confidential and not to disclose to any third party or to use themselves other than for the purposes of the Project or as permitted under Clause 4.2 of this Agreement any confidential or secret information in any form directly or indirectly belonging or relating to the other, its business or affairs, disclosed by one and received by another pursuant to or in the course of the Project ("**Confidential Information**").
- 7.2 Each of the Parties undertakes to use reasonable endeavours to disclose Confidential Information of the other only to those of its officers, employees, students, agents and contractors, to whom and to the extent to which such disclosure is necessary for the purposes contemplated under this Agreement and to ensure that all such individuals are bound by terms of confidentiality equivalent to those contained herein.
- 7.3 The obligations contained in this Clause 5 shall remain in full force and effect for a period of three (3) years from the date of disclosure of Confidential Information, notwithstanding the termination of this Agreement or the Project, but shall not apply to any Confidential Information which:
- 7.3.1 is publicly known at the time of disclosure to the receiving Party;
 - 7.3.2 is in or falls into the public domain otherwise than by through a breach of this Agreement by the receiving Party; or
 - 7.3.3 was previously known to the receiving Party prior to disclosure by disclosing Party and can be evidenced by the written records of the receiving Party; or
 - 7.3.4 is or has been lawfully disclosed to the receiving Party by a third party without an obligation of confidentiality as can be evidenced by the receiving Party; or
 - 7.3.5 is disclosed pursuant to the requirement of a government agency, court order or any law requiring disclosure thereof; or
 - 7.3.6 is approved for release, in writing, by an authorised representative of the disclosing Party.

8. TERMINATION

- 8.1 Either the University or the Company shall be entitled to terminate this Agreement forthwith in the event that the other Party is in material or continuing breach of any of its obligations under this Agreement and has failed to remedy the breach (if capable of remedy) within a period of thirty (30) days after written notice by the non-breaching Party.
- 8.2 The University shall be entitled to terminate this Agreement immediately by written notice without any penalty or compensation due to the Company or the Student in the event that the Student (i) dies; or (ii) becomes incapacitated to such an extent as to be

unable to fully undertake the Project, or (iii) ceases to be a student of the University for any reason whatsoever.

9. APPLICABLE LAWS

9.1 The Company shall (and shall procure that any Company personnel shall) during the term of this Agreement:

9.1.1 comply with all applicable laws, statutes, regulations and codes and industry best practice relating to anti-bribery and anti-corruption ("Relevant Requirements") including but not limited to the Bribery Act 2010 (the "Bribery Act");

9.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2, or 6 of the Bribery Act if such activity, practice or conduct had been carried out in the UK;

9.1.3 comply with the University's Anti-Bribery and Corruption Policy in place and as may be updated from time to time and notified to the Company ("Relevant Policies");

9.1.4 not do, or omit to do, any act that will cause or lead the University to be in breach of any of the Relevant Requirements or Relevant Policies;

9.1.5 notify the University in writing if it becomes aware of any breach of Clause 9.1.1, Clause 9.1.2 or Clause 9.1.4, or has any reason to believe that it or any Company personnel have received a request or demand for any undue financial or other advantage in connection with the performance of this Agreement;

9.1.6 have and maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures as defined under the Bribery Act, to ensure compliance with the Relevant Requirements and the Relevant Policies, and will enforce them where appropriate and shall provide the University with a copy of such policies and procedures on request;

9.1.7 immediately notify the University (in writing) if a foreign public official becomes an officer or employee of the Company and the Company warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of this Agreement; and

9.1.8 annually on request by the University, certify to the University in writing signed by an officer of the Company compliance with this Clause 9.1 by the Company and all persons associated with it under this Clause 9.1. The Company shall provide such supporting evidence of compliance as the University may reasonably request.

9.2 For the purpose of Clause 9.1, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under

section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

9.3 In performing its obligations under this Agreement, the Company shall:

- 9.3.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015;
- 9.3.2 have and maintain throughout the term of this Agreement its own policies and procedures to ensure compliance; and
- 9.3.3 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK.

9.4 The Company represents and warrants that at the date of this Agreement neither the Company nor any of its officers, employees or other persons associated with it:

- 9.4.1 has been convicted of any offence involving slavery and human trafficking; and
- 9.4.2 to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

9.5 The Company shall:

- 9.5.1 not engage in any activity, practice or conduct which would constitute either:
 - 9.5.1.1 a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or
 - 9.5.1.2 a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017;
- 9.5.2 have and shall maintain in place throughout the term of this Agreement such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including without limitation their employees) and to ensure compliance with Clause 9.5.1.

9.6 The Company shall, at its own expense, ensure that it complies with and assists the University to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to data protection, the processing of personal data and privacy which is applicable and binding on the processing of personal data by a Party under this Agreement, including without limitation (i) the UK GDPR; (ii) the Data Protection Act 2018; (iii) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and (iv) any other applicable law relating to data protection, the processing of personal data and privacy

in force from time to time and any successor legislation applying in the UK. In this Clause 7.6 “**UK GDPR**” shall have the meaning given to it in the Data Protection Act 2018.

- 9.7 Breach of this Clause 9 shall be deemed a material breach under Clause 8.

10. LIMITATION OF LIABILITY

- 10.1 The Company shall indemnify and keep indemnified the University and its employees or agents and the Student against all claims, actions, losses, damages, costs and expenses which may be brought against or incurred or suffered by the University, its employees or agents in connection with or arising out of the Optional Placement.
- 10.2 Nothing contained in this agreement shall exclude or restrict the liability of any Party for injury, death, loss or damage caused by the negligence of that Party.
- 10.3 Subject to Clause 10.2, and except under the indemnity set out in Clause 10.1, the liability of any Party for any breach of this Agreement or arising in any other way out of the subject matter of this Agreement, will not extend to: (i) loss of business; or (ii) loss of profit; or (iii) to any indirect or consequential damages or losses.
- 10.4 Subject to Clause 10.2, and except under the indemnity set out in Clause 10.1, the maximum liability of any Party for any breach of this Agreement, or arising in any other way out of the subject matter of this Agreement, shall not exceed £50,000.
- 10.5 Neither the University nor the Student makes any representation or warranty that advice or information given by the Student, the Academic Supervisors or any other of the University’s employees, students, agents or appointees who works on the Project, or the content or use of any materials, works or information provided in connection with the Project, will not constitute or result in infringement of third-party rights.
- 10.6 The University and the Student accept no responsibility for any use which may be made of any work carried out under or pursuant to this Agreement, or of the results of the Project, nor for any reliance which may be placed on such work or results, nor for advice or information given in connection with them.
- 10.7 The Company undertakes to make no claim in connection with this Agreement or its subject matter against the Student, the Academic Supervisors or any other employee, student, agent or appointee of the University (apart from claims based on fraud or wilful misconduct). This undertaking is intended to give protection to individual researchers: it does not prejudice any right which the Company might have to claim against the University.

11. INDEPENDENT CONTRACTORS

The relationship between the Parties in performance of this Agreement is that of Independent contractors.

12. NOTICES

- 12.1 Any notice under this Agreement shall be given in writing, including email, and delivered by recorded delivery or personal delivery to the other Party at the address specified in the Cover Sheet or such other address as may be notified to the sender in writing or by email.
- 12.2 Notices sent by recorded delivery shall be deemed to have been received forty-eight (48) hours after sending (as shown by the sender's receipt). Notices sent by personal delivery shall be treated as received at the time when left at the correct address of the recipient. Notices sent by email shall be treated as received at the opening of business hours at its destination on the next business day after sending.

13. GENERAL

- 13.1 This Agreement constitutes the whole agreement between the Parties and supersedes all previous agreements between the Parties relating to its subject matter.
- 13.2 If and in so far as any part or provision of the Agreement is or becomes void or unenforceable it shall be deemed not to be or never to have been or formed a part of the Agreement and the remaining provisions of the Agreement shall continue in full force and effect.
- 13.3 Any variation to the Agreement shall only be effective if in writing and signed by all Parties.
- 13.4 None of the rights or obligations under this Agreement may be assigned or transferred without the prior written consent of the other Parties.
- 13.5 The failure on the part of a Party to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right or operate to bar the exercise or enforcement thereof at any time or times thereafter.

14. GOVERNING LAW

- 14.1 This Agreement and all disputes or claims arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Scotland.
- 14.2 The Parties hereby irrevocably agree that the Scottish courts shall have exclusive jurisdiction to settle all disputes or claims that arise out of or in connection with the Agreement or its subject matter (including non-contractual disputes or claims).

PART 2
PROJECT IPR OPTIONS

OPTION 1

- (i) Any and all Intellectual Property generated, obtained and developed during the Project (“**Project IPR**”) shall be the property of the Student.
- (ii) For the avoidance of doubt the Student and the University shall have the right to publish any and all information relating to the Project IPR and/or the Project.
- (iii) To give full effect to paragraph (i) above, each of the University and the Company hereby assign, and agree to assign on demand, their whole right, title and interest in and to the Project IPR to the Student and each agree to execute all documents and assignments and do all such things as may be necessary to perfect the Student’s title in the same.
- (iv) The Student hereby grants to the University and the Company a royalty-free, irrevocable, non-transferable, non-exclusive, right and licence, which shall not include the right to grant sublicences, to use the Project IPR for their own non-commercial activities such as teaching and research.

OPTION 2

- (i) Any and all Project IPR shall be the property of the University.
- (ii) For the avoidance of doubt the Student and the University shall have the right to publish any and all information relating to the Project IPR and/or the Project.
- (iii) To give full effect to paragraph (i) above, each of the Student and the Company hereby assign, and agree to assign on demand, their whole right, title and interest in and to the Project IPR to the University and each agree to execute all documents and assignments and do all such things as may be necessary to perfect the University’s title in the same.
- (iv) The University hereby grants to the Student and the Company a royalty-free, irrevocable, non-transferable, non-exclusive, right and licence, which shall not include the right to grant sublicences, to use the Project IPR for their own non-commercial activities such as teaching and research.

OPTION 3

- (i) Any and all Project IPR shall be the property of the Company.
- (ii) For the avoidance of doubt the Student and the University shall have the right to publish any and all information relating to the Project IPR and/or the Project.
- (iii) To give full effect to part (i) above, each of the University and the Student hereby assign, and agree to assign on demand, their whole right, title and interest in and to the Project IPR to the Company and each agree to execute all documents and assignments and do all such things as may be necessary to perfect the Company’s title in the same.

- (iv) The Company hereby grants to the Student and the University a royalty-free, irrevocable, non-transferable, non-exclusive, right and licence, which shall not include the right to grant sublicences, to use the Project IPR for their own non-commercial activities such as teaching and research.