

SUBAGREEMENT FOR ICON STUDENTSHIP PROJECT

THIS AGREEMENT dated _____ is made between:

- (1) **University of Southampton**, incorporated in the United Kingdom under Royal Charter, with an administrative address of University Road, Highfield, Southampton SO 17 1BJ UK: and
- (2) <<insert Institution>> (“Subcontractor”);

The above are referred to below individually as ‘Party’ and collectively as the ‘Parties’.

In respect of: <<insert project title>> (the “Student Project”)

Specific terms and conditions relating to this Agreement are set out in Appendix A.

This Agreement is governed by the terms and conditions of the Main Contract between Lloyd’s Register Foundation ("LRF"), and the University of Southampton (“Southampton”), contract referenced as International Consortium in Nanotechnology (ICON) (the “Main Contract”) which forms Appendix B of this agreement.

For the consideration of a sum not to exceed <<amount>>

Start Date

End Date

The Student Project to be undertaken by Subcontractor are described in Appendix C

Provisions as to Ownership and Exploitation of Results are described in Appendix D

Budget Breakdown showing the headings Subcontractor can claim against are set out in Appendix E

For the consideration above mentioned and taking account of the obligations of Southampton described below, Subcontractor agrees to undertake the Student Project and Southampton agrees to make the payments and each agree to honour the obligations in accordance with the terms and conditions set out in this Agreement and in Appendices A to E attached. This Agreement is subject at all times to the existence of the Main Contract between the LRF and Southampton, and the Subcontractor is considered to be bound, mutatis mutandis, by its terms and conditions.

SIGNED for and on behalf of Southampton
Date

SIGNED for and on behalf of <<Instiution>>
Date

APPENDIX A - TERMS AND CONDITIONS

The agreement of the parties incorporates the following terms and conditions.

1 Duration and Extensions

1.1 This contract shall be deemed to have commenced on the start date of <<insert start date>> and shall terminate on the end date of <<insert end date>> unless extended by written agreement of Southampton or prematurely terminated in accordance with the provisions of clause 9 below.

1.2 Any extension granted will be at no additional cost and solely for the purpose to enable work to be completed following delays due to:

- (a) breaks or delays in the appointment of the student; or
- (b) maternity, paternity, adoption, shared parental or extended sick leave.

1.3 No funds paid by Southampton under this Agreement shall be utilized to cover any leave; if paid leave is required under local law and/or under contract then it must be covered by Subcontractor. Extensions should be limited to the additional time needed to complete the Student Project, not to exceed twelve months. The duration of the Agreement will be extended only if the extension period can be accommodated under the Main Contract. In the case of other, exceptional, circumstances, the end date may be extended at the sole discretion of Southampton.

2 Subcontractor Obligations

2.1 Subcontractor shall ensure that it fulfils its allocated tasks in this Student Project with all due skill and care, in accordance with good academic practice and in a timely manner.

2.2 Subcontractor shall cooperate fully with Southampton and use all reasonable endeavours to ensure that it does not do anything, or fail to do something that would cause Southampton to be in breach of its obligations to LRF.

2.3 Subcontractor shall ensure that the Student is referred to as a "Lloyds's Register Foundation doctoral student."

2.4 Subcontractor shall ensure that the Student Project complies with all applicable laws, legislation and regulations, including but not limited to those related to health and safety, import and export regulations, anti-bribery and anti-corruption, data protection legislation and research ethics.

2.5 Subcontractor shall ensure that any person under its control visiting premises controlled by Southampton or LRF for the purpose of the Student Project under this Agreement shall at all times comply with and be subject to the respective applicable safety procedures of which they will be advised prior to entering such premises.

2.6 Subcontractor shall ensure that any publicity, promotional materials or external communications concerning the subject matter of this Agreement will bear the LRF and ICON logos, as provided by LRF and Southampton upon request.

2.7 Subcontractor shall enter into, prior to Student beginning the Student Project, appropriate agreement(s) with any approved partner organization(s) (those partners listed in the proposed Student Project are deemed approved), ensuring that such agreement shall be consistent with the terms of this Agreement and the Main Contract. A copy (PDF to suffice) of the agreement with the partner organization(s), once fully executed, will be delivered to Southampton. The funding for year 2, or

any subsequent years, will not be released to the Subcontractor prior to Southampton's receipt of the fully executed partner agreement.

3 **Reports**

Subcontractor shall provide technical and financial reports to Southampton in sufficient time for Southampton to fulfil its obligations to the LRF in accordance with the Main Contract. All technical reports shall be submitted to Southampton via email address: info@lrf-icon.com. All financial reports shall be submitted in accordance with instruction(s) on Appendix E.

4 **Personnel**

The ICON Programme will be supervised at Southampton by Dr. Themis Prodromakis as ICON Academic Lead, or such other member or members of staff as Southampton and LRF shall mutually agree.

The Student will be supervised by <<insert supervisor name>> on behalf of Subcontractor. The Student shall be referenced as a "Lloyd's Register Foundation doctoral student."

5 **Payment**

5.1 Subcontractor should make annual claims in advance to Southampton by invoice which should occur on the schedule provided and include a breakdown as referenced in the specific budget headings as set out in the Budget Breakdown (Appendix E). The total amount invoiced should represent no more than 50% of actual expenditure incurred for the Student Project, in accordance with the ICON funding rules, unless otherwise agreed in advance in writing by Southampton. Southampton shall pay Subcontractor within 30 days of receipt of a valid invoice and required reports from Subcontractor and subject to receipt by Southampton of monies from the LRF.

5.2 LRF has undertaken to provide funding to Southampton for ICON and Southampton shall act as recipient of the funding for the Student Projects. The sole financial obligation of Southampton under this Agreement shall be to forward the payments allocated to Subcontractor on receipt of invoices in accordance with Appendix E of this Agreement.

5.3 In the event that the LRF requires the reimbursement by Southampton of any sums paid under this Agreement, then to the extent that such requirement arises from the acts or omissions of Subcontractor, Subcontractor hereby agrees to reimburse Southampton the sum received by the Subcontractor.

5.4 In the event of premature termination by either party under Clause 9 hereof final payment shall include those costs incurred and falling due for payment up to the date of termination and also provision for expenditure falling due for payment thereafter which arises from commitments reasonably and necessarily incurred by Subcontractor for the performance of the Student Project prior to the date of termination.

6 **Access and Audit Rights**

During the duration and for a period of one (1) year after the End Date, subject to reasonable prior written notification from Southampton, Subcontractor shall grant reasonable access to Southampton at all reasonable times during Subcontractor's business hours to enable authorised representatives of Southampton or their designees, including but not limited to internal or external auditors of Southampton, to inspect the progress of the Student Project, and to ensure that the obligations are being performed by Subcontractor in accordance with this Agreement, which shall not be at Subcontractor's expense. Such inspection shall not constitute

acceptance by Southampton of any technical or financial report of progress presented by Subcontractor. Such persons or designees shall be entitled to take copies of or extracts from such accounts.

7 Confidentiality

Each Party shall with respect to all confidential information of the other Party:

- 7.1 not use such information for any other purpose except in accordance with this Agreement; and
- 7.2 keep such information confidential, with the understanding that the aforementioned obligations are not applicable to information which a Party can show:
- (a) was published or otherwise generally available to the public when it was received;
 - (b) was published or became otherwise generally available to the public after it had been received through no fault of the receiving Party;
 - (c) was already unrestrictedly in the possession of the receiving Party;
 - (d) was legally obtained from a third party;
 - (e) had been developed by the receiving Party itself without having made use in any way of the information of the other Party;
 - (f) is disclosed pursuant to the requirement of any law or the order of any court of competent jurisdiction, and the Party required to make that disclosure has informed the other Party, within a reasonable time after being required to make the disclosure, of the requirement to make the disclosure and the information required to be disclosed.

8 Publications

- 8.1 The Parties acknowledge and agree that the doctoral thesis is the primary output from Funding being provided by Southampton to Subcontractor for the Students Project and that Subcontractor through the student associated with the Student Project, shall have first option to publish results or information, subject to review by the LRF and Southampton in accordance with Clause 8.3.
- 8.2 Subject to Clause 8.1, LRF, Southampton or any party or student benefiting from the use of ICON Funds that wish to publish some or all of the results of the information arising out of the Student Project (the "Outputs") shall be free to do so at their own risk. Any party publishing Outputs will give full acknowledgement to the relevant university and doctoral student(s) in any publication, unless requested in writing by the relevant university or doctoral student(s) that its, his or her name be withheld. Research is uncertain. Whilst due care and skill is taken, Subcontractor does not warrant or assert the Student Project or Outputs are fit for purpose or free from defects or errors.
- 8.3 LRF and Southampton are to be consulted and given an opportunity to review and comment on any publication, online or offline, which arises under this Agreement. Such publications will be made available to both LRF and Southampton at least seven (7) days before the date of the proposed publication for review and comment by forwarding such proposed publication to:

LRF: info@lrfoundation.org.uk

Southampton: info@lrf-icon.com

The Subcontractor will give reasonable consideration to the comments provided and if the comments are reputational in nature will make all reasonable efforts to incorporate them into the any version for public dissemination. Nothing will require the Subcontractor to include comments relating to substantial research. If Southampton has not provided a response within 7 days of a request under clause 8.1, then the Subcontractor can assume Southampton approves the publication with no comments.

- 8.4 Any publication resulting from work carried out under this Agreement shall acknowledge the support of LRF and ICON as follows:

“Lloyd’s Register Foundation is a charitable foundation, helping to protect life and property by supporting engineering-related education, public engagement and the application of research through the International Consortium in Nanotechnology (ICON) hosted by the University of Southampton.”

9 Termination

- 9.1 Either Party may terminate the Agreement by giving three months' written notice in accordance with Clause 12 to the other Party where it reasonably considers termination justified on the grounds that the student is not making satisfactory progress on the Student Project or the Student Project has substantially deviated from the Project described in Appendix C of this Agreement and no longer falls within the designated research themes of ICON. Notice of termination will only be given by either party after full discussion with the other Party of the reasons to give such notice and after consultation with LRF as necessary.
- 9.2 Southampton may terminate this Agreement with immediate effect upon written notice to the Subcontractor; (a) if the Main Contract is terminated for any reason, or (b) if the amount of funding received under the Main Contract is reduced or suspended or withheld from Southampton for any reason.
- 9.3 Either party may terminate this Agreement with immediate effect upon written notice to the other party if the Student engaged on the Student Project is no longer enrolled with the Subcontractor or engaged on the Student Project.
- 9.4 Either Party shall have the right to terminate this Agreement immediately and without liability to the other Party and without prejudice to rights already accruing to the terminating Party in the event of any proven breach or non-observance of any relevant law, or in the event of any proven breach or non-observance of any international governmental sanction by the other Party.

10 Force Majeure

Neither Party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than three months, either Party may terminate this Agreement by written notice to the other Party.

11 Liability

- 11.1 Subject to clause 11.3, the liability of either Party to the other for any breach of this Agreement, any negligence or arising in any other way out of the subject matter of this Agreement will not extend to any indirect damages or losses, or to any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity, whether direct or indirect, even if the Party bringing the claim has advised the other of the possibility of those losses, or if they were within the other Party's contemplation.
- 11.2 Subject to clause 11.3, the aggregate liability of each Party to the other for all and any breaches of this Agreement, any negligence or arising in any other way out of the subject matter of this Agreement will not exceed in total the total value of the Funds.

11.3 Nothing in this Agreement limits or excludes either Party's liability for:

11.3.1 death or personal injury resulting from negligence;

11.3.2 any fraud or for any sort of liability that, by law, cannot be limited or excluded; or

11.3.3 any loss or damage caused by a deliberate and/or negligent breach of this Agreement.

12 **Notices**

Any notice to be served pursuant to this Agreement is to be sent by registered post (or ordinary post where registered post is not available), addressed, in the case of notices to be served on:

Southampton for the attention of Director, Research & Innovation Services, University of Southampton, University Road, Southampton SO17 1BJ UK; and

Subcontractor for the attention of
<<insert subcontractor contact name and address>>

13 **Non-Assignment**

Neither this Agreement nor any of the rights or obligations hereunder shall be assigned or otherwise transferred or sub-contracted by Subcontractor without the prior written consent of Southampton.

14 **Third Party Rights**

Save for rights which are expressly or by implication intended to be enforceable by and conferred upon LRF, this Agreement shall not confer any rights on any third parties.

15 **Applicable Law**

This Agreement and all terms, provisions and conditions of the Student Project and all questions of construction validity and performance under this Agreement shall be governed by English Law.

APPENDIX B

Main Contract between Southampton and LRF

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APPENDIX C

Proposal of the work programme for Subcontractor

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APPENDIX D

1 Intellectual Property

- 1.1 The Parties anticipate that the Outputs generated under this Agreement will result in the creation of only limited intellectual property rights with a low technology readiness level.
- 1.2 All such intellectual property rights that are generated under this Agreement shall be made freely available for the benefit of the public.
- 1.3 It is understood and agreed by the Parties that LRF may decide to fund separate research through a commercial arrangement with Southampton, the Subcontractor or other institutions to develop these intellectual property rights and therefore the Parties agree that in such an event they will enter into a separate contract on reasonable commercial terms to cover such commercial development of those intellectual property rights.
- 1.4 Subcontractor agrees to notify Southampton as soon as reasonably practicable in the event that it discovers that intellectual property rights of any potential commercial value as a result of being properly developed are or might potentially be generated under this Agreement. Southampton will notify LRF in accordance with the Main Contract.
- 1.5 Subcontractor agrees to comply with, and agrees to ensure that the Lloyd's Register Foundation doctoral student complies with, the LRF's Intellectual Property Policy (except for point 8 thereof) which can be found at <http://www.lrfoundation.org.uk/Images/46913-intellectual-property-policy.pdf>).
- 1.6 The Parties acknowledge that the student shall own the copyright in his/her thesis and nothing in this agreement shall restrict or prohibit the student from submitting for examination a copy of their thesis (which shall include a copy being located in the Subcontractor's library). The Subcontractor will ensure the student grants to each party a perpetual, royalty-free, worldwide licence to use and reproduce such copyright material as is necessary for that party to exercise any right it has in respect of Shared IP.

2 Grant of Rights

- 2.1 Awardee hereby grants to Southampton and LRF a royalty free, non-exclusive, licence to publish its Outputs on their respective websites and in accordance with Clause 8.2 of Appendix A of this Agreement.

APPENDIX E – Budget Breakdown

Fund Heading	<<insert subcontractor>>	
	Cost of the Student Project (100%)	ICON Funds (50% of FEC)
Stipend		
Fees		
Travel		
Consumables		
Facilities access		
Total		

Subcontractor receipt of funds is subject to completing the Southampton New Supplier Request Form, which can be downloaded at www.lrf-icon.com/media/1075/supplier-set-up-form-v9.xlsx. For assistance with completing the requisite form please submit a request to info@lrf-icon.com.

Payment Schedule:

ICON funds will be made available in pro-rata payments (i.e 25% per annum if 4 year Student Project, or 33% per annum if 3 year Student Project) with the final year being invoiced and paid in two tranches, with 50% of final year funds being invoiced and paid upon receipt of required reports at the beginning of the final year and 50% of the funds being paid after final technical report and final financial report have been made available to Southampton. Any underspend will be reconciled against the final payment. ICON funds will not be forwarded for year 2 or after until Subcontractor has complied with its obligation(s) under clause 2.7 of Appendix A herein.