RHUL ref: P10010

SSIA PROJECT AGREEMENT

THIS AGREEMENT dated _____ (the **Effective Date**) is made **BETWEEN**:

(1) **ROYAL HOLLOWAY AND BEDFORD NEW COLLEGE**, a higher education institution established by Act of Parliament, whose administrative offices are at Royal Holloway, University of London, Egham Hill, Egham, Surrey, TW20 0EX, United Kingdom (**RHUL** or an **Academic Party**);

(2) **THE UNIVERSITY OF COUNTY**, a university whose administrative offices are at 101 County Street, County Town, CT10 1AA, United Kingdom (**County** or an **Academic Party**)

(3) **IDEAL COMPANY LTD**, a company incorporated and registered in England and Wales with company number 20200200 whose registered office is at 202 Ideal Street, Ideal Town, ID20 2AA, United Kingdom and with VAT number GB200200200 (**Project Partner 1** or a **Project Partner**); and

(4) **STANDARD COMPANY LTD**, a company incorporated and registered in England and Wales with company number 20200200 whose registered office is at 303 Standard Street, Standard Town, ST30 3AA, United Kingdom and with VAT number GB300300300 (**Project Partner 2** or a **Project Partner**);

each a **Party** and together the **Parties**.

BACKGROUND

(A) In 2023, the Economic and Social Research Council (the **Funder**) awarded a grant to RHUL which is known as the Social Science Impact Accelerator (the **SSIA**) to allow RHUL to run "impact projects" to translate the research findings academics at RHUL had gained from research projects often in collaboration with other UK universities which had been funded by the Funder or other similar grant giving bodies.

(B) Professor Jane Smith (the **Academic Lead**) applied for some funding for an impact project called "**The Effects of Mindfulness-Based Interventions on Stress Reduction in College Students**" as set out in Schedule **1** (the **Project**) which is funded by the SSIA. It is expected that the Project will start on 1st October 2026 and finish on 31st March 2027 (the **Project Period**).

(C) Each Project Partner now formally agrees to participate in the Project and to assist each Academic Party with the Project and, if needed, with an impact case study.

(D) Each Project Partner acknowledges that the terms of this Agreement are non-negotiable.

Agreed terms

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following expressions have the meaning set opposite:

Business Day:	Monday to Friday (inclusive) except bank or public holidays in England;
Background:	any information, data (including the Data), techniques, know-how,

	inventions, discoveries, software and materials (regardless of the form or medium in which they are disclosed or stored) which are used by an Academic Party (whether belonging to the Academic Party or to a third party) in the Project, but excluding any Results;
Confidential Information:	a Party's confidential information is: any Background disclosed by that Party to the other Party for use in the Project and identified as confidential before or at the time of disclosure; any of the Results which that Party owns; any other information disclosed by that Party to the other Party for use in the Project or under this Agreement and identified as confidential before or at the time of disclosure or which, by its nature or from the circumstances of its disclosure, should reasonably be presumed to be confidential;
Data Protection Legislation:	all applicable data protection and privacy legislation in force from time to time including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; and as amended by the Data (Use and Access) Act 2025 and any implementing regulations; to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the party is subject and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications);
EU GDPR:	the General Data Protection Regulation ((EU) 2016/679);
Financial Contribution:	the financial contribution which a Project Partner provides to RHUL to support the Project as set out in Schedule **5** (The Financial Contribution);
Results:	all information, data, techniques, know-how, results, inventions, discoveries, software and materials (regardless of the form or medium in which they are disclosed or stored) identified or first reduced to practice or writing or created by any Academic Party and/or any Project Parter in the course of the Project; and
UK GDPR:	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

1.2 In this Agreement, references to Clauses and Schedules refer to clauses and schedules of this Agreement; and the singular form of any word includes the plural, and vice versa, as required by the context.

1.3 In the event of any conflict between the terms of this Agreement and the terms of the Contract, then the terms of the Contract will prevail.

2. PARTICIPATION IN THE PROJECT, PUBLICATION AND IMPACT

2.1 In consideration of the mutual benefit of the Project to each Party, each Project Partner agrees to participate in the Project and to make its contributions to the Project.

2.1A Not used.

2.2 The Academic Lead agrees to carry out the Project in line with the Funder terms as set in Schedule **2** (The Funder Terms) and in line with statement of responsibilities as set out in Schedule **3** (Statement of Responsibilities).

2.3 Each Party confirms that it will not use or share with the other Party any biological materials, chemical materials which are extracted from an animal, a plant, or any other biological organism, genetically modified organisms, and human specimen and should this change each Party agrees to amend this Agreement or put in place a further agreement to set out the assurances the providing Party will provide and any additional obligations which the receiving Party will adhere to.

2.4 Each Party agrees that none of the information or materials that will be used in the Project have been identified as being potentially prejudicial to national security by the government in the United Kingdom and should this change each Party agrees to amend this Agreement to include a schedule which sets out what steps each Party will take to ensure that the Project will be carried out in line with national security provisions.

2.5 Each Party confirms that it will not use or share with the other Party any Personal Data as defined under the Data Protection Legislation (other than limited information about the people carrying out the Project) and should this change each Party agrees to amend this Agreement to include a schedule which sets out the particulars of the Personal Data, which Party is a Data Controller or a Data Processor as defined under the Data Protection Legislation, and each Party's responsibility with respect to the Personal Data.

2.6 Each Project Partner acknowledges that each Academic Party is required to publish its activities in line with the Academic Party's charitable objectives and the Funder's requirements. Where an Academic Party believes that a document the Academic Party wishes to publish includes any of a Project Partner's Confidential Information, the relevant Academic Party will submit the draft document to the relevant Project Partner in writing. In that case the relevant Project Partner may within ten (10) days from the date when the Project Partner receives the draft document request that the Academic Party disguises or removes the Project Partner's Confidential Information. Where the relevant Project Partner fails to respond within the ten (10) day period, the Academic Party may proceed with the publication as is.

2.7 Each Project Partner acknowledges that each Academic Party is required by its funders to demonstrate the Academic Party's impact on society and economic growth and agrees to a) acknowledge each Academic Party's contribution to the Project Partner's activities which resulted from or were influenced by the Project to the satisfaction of the relevant Academic Party (and its funders) and will submit to each Academic Party any promotional materials at least ten (10) working days in advance of their release and b) provide to each Academic Party any information about the Project Partner's activities which resulted from or were influenced by the Project which the Academic Party reasonably requests in order to allow it to demonstrate that impact provided that, under or pursuant to this clause: no Academic Party will not be entitled to receive or disclose any of a Project Partner's Confidential Information or any information which identifies or allows any living individual to be identified and the information requested and disclosed under or pursuant to this clause will be general in nature.

2.8 No Party shall use the name, trademark or logo of any other Party or the name of any of its employees, students, appointees or agents in any press release, marketing, or other publication without the prior written consent of that other Party.

3. PROJECT COSTS

3.1 Subject to clause **3.2** and clause **3.3**, each Project Partner will cover its own costs for the participation in the Project and RHUL will not make any payments to any Project Partner.

3.2 The budget in the application attached to Schedule **1** (The Project) may or may not include some

funding for supplier(s) and/or Project Partner(s). If there is such funding, then RHUL will pass the funding to the relevant supplier(s) and/or Project Partner(s) under RHUL's standard terms of purchase.

3.3 The budget in the application attached to Schedule **1** (The Project) may or may not include some funding for supplier(s) and/or Project Partner(s)'s accommodation and travel expenses. If there is such funding, then RHUL may i) pay for the relevant supplier(s) and/or Project Partner(s)'s accommodation for certain meetings, and/or ii) reimburse the relevant supplier(s) and/or Project Partner(s) for travel expenses if agreed in advance and supported by receipts.

3A. THE FINANCIAL CONTRIBUTION

3A.1 Not used.

4. CONFIDENTIALITY OBLIGATIONS

4.1 Subject to clause **2.6**, no Party will, either during the Project Period or for three (3) years after the end of the Project Period, disclose to any third party, nor use for any purpose except as expressly permitted by this Agreement, any of another Party's Confidential Information.

4.2 No Party (each a **Recipient**) will be in breach of any obligation to keep any of another Party's Confidential Information confidential or not to disclose it to any other party to the extent that:

4.2.1 if it is received from another Party, it is known to the Recipient (demonstrable by written records) before its receipt from that other Party, and not already subject to any obligation of confidentiality to that other Party;

4.2.2 it is or becomes publicly known without any breach of this Agreement or any other undertaking to keep it confidential;

4.2.3 it has been obtained by the Recipient from a third party in circumstances where the Recipient has no reason to believe that there has been a breach of an obligation of confidentiality owed to any other Party;

4.2.4 it has been independently developed by the Recipient without reference to any other Party's Confidential Information;

4.2.5 it is disclosed pursuant to the requirement of any law or regulation (provided, in the case of a disclosure under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, none of the exceptions to that Act or those Regulations applies to the information disclosed) or pursuant to the order of any Court of competent jurisdiction or the requirement of any competent regulatory authority, and that, in each case where the law permits, 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 disclose and the information required to be disclosed; or

4.2.6 it is approved for release in writing by an authorised representative of the relevant other Party.

4.3 Each Project Partner acknowledges that each Academic Party is subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and each Project Partner agrees to provide all necessary assistance to the relevant Academic Party to enable it to comply with its obligations under those enactments.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 This Agreement does not affect the ownership of any Background. Each Party grants the other Party

a royalty-free, non-exclusive licence to use its Background for the purpose of carrying out the Project.

5.2 RHUL will own the Results outright as required by the Funder.

5.3 Each Project Partner acknowledges that i) the Academic Lead will advise the Project Partner before the end of the Project Period whether RHUL will release the Results under Arrangement 1, Arrangement 2 or Arrangement 3 as set out in Schedule **4** (Release of Results), and ii) the Academic Lead will need to seek approval via socialscienceimpact@rhul.ac.uk before the Academic Lead can release the Results under Arrangement 3.

6. COMMERCIAL USE OF RESULTS

6.1 Each Project Partner confirms that the Project Partner does not expect to use any Result for commercial purposes, other than any Result that RHUL releases under a permissive Creative Commons licence as set out in clause **5.3**, and should this change, agrees to amend this Agreement, to set out that the Project Partner will negotiate a licence with RHUL to cover such use of any Result provided that RHU is still free to licence the Result.

7. LIMIT OF LIABILITY

7.1 Subject to clause **7.3**, each Project Partner's aggregate liability to each Academic Party and each other Project Partner collectively 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 £10,000 (ten thousand pounds sterling).

7.2 Subject to clause **7.3**, each Academic Party's aggregate liability to the Project Partners collectively 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 £10,000 (ten thousand pounds sterling).

7.3 Nothing in this Agreement limits or excludes any Academic Party's or any Project Partner's liability for a) death or personal injury caused by negligence; and b) any fraud or for any sort of liability that, by law, cannot be limited or excluded.

8. TERM AND TERMINATION

8.1 This Agreement shall take effect from the Effective Date and shall remain in force until the end of the Project Period.

8.2 If any Party decides that it would be best for a particular Project Partner not to be involved with the Project, that Party shall notify the other Parties in writing immediately in accordance with clause **9.1**.

8.3 The end of this Agreement shall not affect any accrued rights or remedies to which any Party is entitled.

9. GENERAL

9.1 **Notices:** Any notice to be given under this Agreement must be in writing and must be delivered to the other Party by email. The deemed day of delivery is the day the email is sent unless the sender receives a notification that the email was not received. Each Party's representative for the receipt of notices is, until changed by notice given in accordance with this clause, as follows.

RHUL's representative for the purpose of receiving notices shall be:

Director of Research and Innovation, Founder's Building, Royal Holloway, University of London, Egham, Surrey, TW20 0EX, United Kingdom; email: researchcontracts@rhul.ac.uk

County's representative for the purpose of receiving notices shall be:

Director of Research and Innovation, University of County, 101 County Street, County Town, CT10 1AA, United Kingdom; email: researchcontracts@county.ac.uk

Project Partner 1's representative for the purpose of receiving notices shall be:

Dr Joe Blogg, Head of Research, Ideal Company Ltd, 202 Ideal Street, Ideal Town, ID20 2AA, United Kingdom; email: joe.blogg@idealcompany.com

Project Partner 2's representative for the purpose of receiving notices shall be:

Dr Judy Crocker, Head of Research, Standard Company Ltd, 303 Standard Street, Standard Town, ST30 3AA, United Kingdom; email: judy.crocker@standardcompany.com

9.2 **Assignment:** No Party may assign or transfer this Agreement as a whole, or any of its rights or obligations under it, without first obtaining the written consent of the other Parties. No Party will unreasonably withhold or delay its consent.

9.3 **Illegal/unenforceable provisions:** If the whole or any part of any provision of this Agreement is void or unenforceable in any jurisdiction, the other provisions of this Agreement, and the rest of the void or unenforceable provision, will continue in force in that jurisdiction, and the validity and enforceability of that provision in any other jurisdiction will not be affected.

9.4 **Waiver of rights:** If a Party fails to enforce, or delays in enforcing, an obligation of the other Party, or fails to exercise, or delays in exercising, a right under this Agreement, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver of any provision of this Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.

9.5 **No agency:** Nothing in this Agreement creates, implies or evidences any partnership or joint venture between the Parties, or the relationship between them of principal and agent. No Party has any authority to make any representation or commitment, or to incur any liability, on behalf of the other Party.

9.6 **Entire agreement:** Other than RHUL's standard terms of purchase as set out in clause **3.2**, this Agreement constitutes the entire agreement between the Parties relating to the Project. In the event of any conflict between the terms of this Agreement and the terms of RHUL's standard terms of purchase, then the terms of RHUL's standard terms of purchase will prevail. Each Party acknowledges that it has not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement. Each Party waives any claim for breach of this Agreement, or any right to rescind this Agreement in respect of any representation which is not an express provision of this Agreement.

9.7 **Amendments:** No variation or amendment of this Agreement will be effective unless it is made in writing and signed by each Party's representative except that, if the Academic Lead wishes to change the Project Period (i.e. the start date and/or the end date of the Project), the Academic Lead i) seeks approval via socialscienceimpact@rhul.ac.uk, and, if permission is granted, ii) forwards the email to each Project Partner this is sufficient to change the Project Period of this Agreement.

9.8 **Third parties:** No one except a Party has any right to prevent the amendment of this Agreement or its termination, and no one except a Party or a third party with respect to its Confidential Information only may enforce any benefit conferred by this Agreement.

9.9 **Governing law:** This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation are governed by, and this Agreement is to be construed in accordance with, English law. Subject to clause **9.10**, the English Courts will have exclusive jurisdiction to deal with any dispute (including any non-contractual claim or dispute) which has arisen or may arise out of, or in connection with, this Agreement.

9.10 **Dispute resolution:** 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 cannot 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.

This Agreement is executed as an agreement.

By and on behalf of **ROYAL HOLLOWAY AND BEDFORD NEW COLLEGE**

Signature:

Name:

Position:

Date:

By and on behalf of **UNIVERSITY OF COUNTY**

Signature:

Name:

Position:

Date:

By and on behalf of **IDEAL COMPANY LTD**

Signature:

Name:

Position:

Date:

By and on behalf of **STANDARD COMPANY LTD**

Signature:

Name:

Position:

Date:

Schedules:

Schedule 1: The Project

Schedule 2: The Funder Terms

Schedule 3: Statement of Responsibilities

Schedule 4: Release of Results

Schedule 5: The Financial Contribution

SCHEDULE 1

The Project



project description.docx

SCHEDULE 2

The Funder Terms



UKRI terms and conditions.pdf

SCHEDULE 3

Statement of Responsibilities



SSIA Statement of Responsibilities for

SCHEDULE 4

Release of Results

As set out in clause **5.3**, the Project Partner acknowledges that i) the Academic Lead will advise the Project Partner before the end of the Project Period whether RHUL will release the Results under Arrangement 1, Arrangement 2 or Arrangement 3 as set out in Schedule **4** (Release of Results), and ii) the Academic Lead will need to seek approval via socialscienceimpact@rhul.ac.uk before the Academic Lead can release the Results under Arrangement 3.

For more information about Creative Commons licenses please see https://creativecommons.org/share-your-work/cclicenses/.

Arrangement 1

USE:

The Creative Commons CC BY-NC-ND licence is the most restrictive licence and enables re-users to copy and distribute the material in any medium or format in un-adapted form only, for non-commercial purposes only, and only so long as attribution is given to the creator. The advantage of this licence is that you retain control over your output, i.e. a re-user cannot modify your output without your written consent or use your output for commercial purposes until Royal Holloway has granted a commercial licence to the re-user. This means that Royal Holloway could obtain licence income a later date. The disadvantage of this licence is that whilst most public bodies are likely to use your output under these terms some companies may not be keen to use your outputs.

(Replace the details in bold below with information specific to your project).

TEXT:

This {type of output - e.g. policy brief} was created by **{academic name}** (Royal Holloway University of London) and **{insert partner organisation name}** in **{year}**, as part of a project which was funded by the Economic and Social Research Council via the Social Science Impact Accelerator programme at Royal Holloway. The copyright in this {type of output - e.g. policy brief} belongs to Royal Holloway and Bedford New College and it can be used under the Creative Commons *CC BY-NC-ND* license. If you wish to modify this **{type of output - e.g. policy brief}** or use this {type of output - e.g. policy brief} for commercial purposes, please get in touch with **{academic email address}** to discuss the terms of a license.

Arrangement 2

USE:

The Creative Commons CC BY-NC licence is a more permissive licence and enables re-users to distribute, remix, adapt, and build upon the material in any medium or format for non-commercial purposes only, and only so long as attribution is given to the creator. The advantage of this licence is that re-users can adapt your output for their purposes without your permission but cannot use your (adapted) output for commercial purposes until Royal Holloway has granted a commercial licence to the re-user. This means that Royal Holloway could obtain licence income at a later date. The disadvantage of this licence is that whilst most public bodies are likely to use your output under these terms some companies may not be keen to use your outputs.

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Arrangement 3

USE:

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(Replace the details in bold below with information specific to your project).

TEXT:

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SCHEDULE 5

The Financial Contribution

Not used.