

# **Winning, Organising and Managing Sponsored Research Studentships: A Guide**

**Issued by the Academic Affairs Office**

**April 1997**

**<http://www.info.bolton.ac.uk/aaf>**

**R16**

**Noted by Academic Policy Committee (document summary)  
10 March 1997**

**Approved by Research Sub-group (full document)  
20 March 1997**

**WINNING, ORGANISING AND MANAGING SPONSORED RESEARCH  
STUDENTSHIPS : A GUIDE**

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## **WINNING, ORGANISING AND MANAGING SPONSORED RESEARCH STUDENTSHIPS**

### **1. INTRODUCTION**

This guide is not meant to be a comprehensive “How to successfully bid for research contracts” treatise; there is already an emerging literature in this area and much of it can provide bewildering and often conflicting arrays of “do’s”, “don’ts” and protocols for addressing the requirements of formal funding bodies. Making successful applications for research monies to bodies like the EU, UK Research Councils, large charities, etc, is not only a formidable task in itself but also requires the following:

- i) considerable experience at proposal drafting;
- ii) an established track record or working in collaboration with an individual who has;
- iii) varying degrees of collaboration with other HEI’s or commercial, industrial, public bodies etc;
- iv) a fair component of external input (cash and/or in-kind);
- v) a structured project management element;
- vi) well-defined deliverables;
- vii) statements regarding intellectual property;
- viii) particular requirements specified by the funder;
- ix) tenacity and luck.

Given that the odds of success of even a correctly drafted proposal are probably in excess of 5:1 against, one might ask the question “why bother?” Unfortunately, especially within the sciences and technologies, external bodies judge a researcher’s success in terms of annual fund generation. For example, within the HEFCE Research Assessment Exercise 1992, the average research earnings per researcher within the Metallurgy and Materials area was in excess of £50,000 per annum! This equated with earnings of a department typically rated at 4. In the current Bolton RAE 1996 submission, the textiles submission within this unit of assessment showed average earnings per researcher of £21,000 per annum.

To be in this fund-earnings league, individual researchers compete with difficulty. Success is increased if researchers work in teams where each member brings to the consortium his/her own specific expertise. The modern researcher must adapt from the traditional self-centred, lone-working role to being a contributor of specific expertise to a team effort; his/her individuality may still be identified and capitalised upon if the overall project is correctly structured. In the end, it is the individual researchers within a team that deliver the research.

So how does the lone researcher convert to being a team worker, gain experience at fund

generating, participate in large projects and eventually lead large projects? One answer is to focus efforts on trying to gain funding for Research Studentships from external sponsors.

### 1.1 Studentship sponsors

Why should any external body wish to sponsor a Studentship?

The answer to this is simple; to achieve new knowledge in a particular area and/or to solve a problem. Ideally the achievement of one or both of these should require your particular expertise.

Research Studentships may be formally bid for using procedures defined by funders, often requiring some or all of the factors defined in (i) to (ix) above. Alternatively, less formal proposals may be made to commercial organisations in particular. This guide will focus on this type of proposal which has the added attraction of less bureaucracy both to gain a successful proposal and, more importantly, to carry it out.

Direct sponsorship of a Research Student requires:

- i) identification of sponsors having needs which you can address;
- ii) articulation or translation of sponsor needs into research proposals;
- iii) the ability to overlay the satisfaction of sponsor needs with research processes and outcomes which have academic rigour sufficient for higher degree registration;
- iv) negotiation of an acceptable price for a two (MPhil) or three (PhD) year programme of study;
- v) knowledge of the requirements for confidentiality, intellectual property and the drawing up of a suitable contract.

### 1.2 Research Studentships are Good Value for Sponsors

Before addressing the above points in greater depth, it is necessary first of all to know that what you are offering a sponsor is Good Value for Money (even in the non-technology areas).

**What is “Good Value”?** The answer to this is possibly:

either

**“What would the cost be if the Sponsor did the job themselves or hired a consultant?**

or (given a fixed budget)

**“How many person-hours research will a given amount of money buy”?**

For instance, assuming that the problem or need has the depth required for at least the academic challenge at MPhil., the sponsor has various options depending on degree of urgency:

- i) The problem must be addressed now : this requires a trained researcher (eg post-doctoral fellow or consultant);
- ii) The problem can be addressed over a period of time but must start now and the sponsor wishes to retain control (eg research assistant);
- iii) As in (ii) but the sponsor wishes to share outcomes and allow publication by the Institute (eg research student);
- iv) The sponsor could do it themselves (in-house or at own R & D facility);
- v) Make a formal research proposal to a funding body and wait forever!

What are the costs involved for these options? Based on current salary/bursary/overhead levels, they may work out as follows assuming that each requires the same costs for consumables per annum.

**Table 1 : Relative Costs of Sponsored Research**

Option	Salary/Bursary	Overhead	Consumables etc	Project (2 years)
i) Post-doc	£18,000	£ 9,000	£3,500	£61,000
ii) Res.Asst	£13,000	£ 6,500	£3,000	£45,000
iii)Res.Stu	£ 5,500	£ 3,000	£2,500	£22,000
iv)Sponsor	£15,000	£15,000	£3,000	£66,000

Clearly the costs of a research student are considerably less than any of the other options. Consultancy (variant of Option (i)) is omitted since at typical costs of £250-400 per day, this is the most expensive.

The Research Studentship, therefore, offers a sponsor the best value for money and provides a degree of access by the student to all the facilities of the Institute.

The disadvantages to the Sponsor are:

- i) the training element of the studentship will slow down research progress;
- ii) there needs to be an academic underpinning and outlet for publications;

- iii) there may be a sharing of intellectual property (see Section 6).

On the whole, experience within the textile research area (not one noted for its generosity towards funding research) has shown that the advantages usually outweigh the disadvantages to the Sponsor.

### 1.3 Sponsored Students and Supervisors

Academic aspects of supervision aside, the value of gaining and running a sponsored Studentship cannot be underestimated. Generally this experience:

- i) builds up research credibility and confidence;
- ii) introduces researchers to project management with minimal bureaucracy;
- iii) develops the ability to underpin a perceived sponsor need or problem with sufficient academic vigour;
- iv) creates a real budget (obtaining “real money”) for underpinning the whole programme;
- v) provides a vehicle for generating further research as:
  - further sponsored Studentships,
  - a participant in larger scale research proposals to funding bodies,
  - a stage in consortium-building.

## 2. COSTING AND PRICING RESEARCH STUDENTSHIPS

Table 1 above presented a list of the notional costs of employing and supporting researchers. What is the basis of these costs, are they realistic and are they covered by the eventual price to the sponsor?

For this present discussion, it is assumed that the Institute does not wish to make a profit and that the research undertaken will be covered by the price paid by the Sponsor; ie the research is not contract research and is designed to “break even”.

### 2.1 Salary/bursaries

These should reflect those typically paid to graduates or postgraduates in industry or commerce or as defined by UK Research Councils. Salaries should include National Insurance and Superannuation (which total about 16% of salary at Bolton).

For example and typically (1996/97):

- \* New graduate salaries are about £12,000 pa;

- \* Postdoctoral salaries start about £15,000 pa;
- \* Research Council bursaries are about £5,250 pa (without age, experience, dependants, etc., allowances).

## 2.2 Overheads

These are difficult to calculate but the following are known:

- \* UK Research Council overheads will rise to 45% of salary costs in 1997 and are admitted as representing only a contribution to the true overhead costs incurred by HEIs;
- \* EU funded programmes allow HEIs to charge an overhead of 20% on marginal (additional) costs of doing the research;
- \* The DTI allows Bolton to charge upto 100% of salaries as an additional overhead;
- \* Industry/commerce usually charge > 100% of salaries as a realistic overhead;
- \* CVCP is currently recommending that true overheads are well above 100% of the cost of actually doing the research; ie. overheads are greater than the full marginal costs of doing the research;
- \* Research Council studentships include a fee of £2,500 to cover overheads. To this may be added an HEFCE contribution if the student is core-funded.

To more fully understand the overhead question requires calculation of the annual indirect costs of supporting a research student. These will comprise:

i)	Staff supervision costs	£750
ii)	Accommodation costs (10 m <sup>2</sup> space ?)	£500
iii)	Faculty administration support	) £500
iv)	Reader support	)
v)	Institute administrative support	<u>£1,050</u>
	TOTAL	<u>£2,800</u>

The above notional costings are based on 2 hours supervision per week, 10 m<sup>2</sup> space occupancy, other Faculty costs equivalent to 1 hour/week and Institute support equal to 40% of an average unit of resource (which is £3,400 across all academic subject areas) less accommodation. These figures are calculated and included above, and total £2,800. For Technology (UoR =£4,200) this becomes £3,600 and for Arts (not design) this falls to £2,400.

Clearly, the overhead figure in Table 1 of £3,000 is sufficient for all academic subject areas except Technology where £3,600 as a “fee” is more appropriate. The EPSRC and ESRC fees of about £2,500 are obviously insufficient to cover the basic costs, but assume

that matching HEFCE core funding is available (= £1,000 approx).

### 2.3 Consumables, travel etc

Costs will depend on the work involved but typical values might be as shown in Table 2.

**Table 2 : Consumables/Travel Costs**

<u>Annual Costs, £</u>	<u>Consumables</u>	<u>Travel/Conference</u>
Technology	1,500	500
Non-technology	500	500

Any exceptional items should be in addition to these basic figures.

Therefore, if the project is to be financially acceptable and break even, then a typical overall costing is generated in Table 3.

**Table 3: Exemplar Studentship Costings and Prices**

<u>Item</u>	<u>Technology</u>	<u>Non-technology</u>
Bursary	5,250	5,250
Overhead	3,600	3,000
Consumables	1,500	500
Travel	500	500
Advertising	500	500
<b>TOTAL (PRICE)</b>	<b>£11,350</b>	<b>£9,750</b>
<b>OPENING PRICE</b>	<b>£12,000</b>	<b>£10,500 (See Section 5)</b>

These totals **REPRESENT THE LOWEST PRICE** to the Sponsor; anything less means that **THE INSTITUTE IS SUBSIDISING THE SPONSOR'S RESEARCH.**

When negotiating, it is better to open at a higher price (example in Table 3 and see Section 5).

It is of interest to note that when the Institute has negotiated a “waived fee” or “bursary only” sponsorship, the Institute is subsidising the research by as much as £5,000 or so per annum in addition to the bursary, if awarded. In the late 1990's and post RAE 1996 environment, this should happen only for good reason (eg see Section 6).

## 3. **MAKING CONTACTS : FINDING THE SPONSOR**

### 3.1 Types of Sponsors

Research sponsors generally can fall into two groups:

- i) Sponsors with a problem and no defined budget and who share a common interest with the researcher.
- ii) Project or Fund Managers who have an identified problem, an identified, fixed (or upper-limit budget) and who are looking for a contractor.

The former may be a:

- Company;
- Public body;
- Charity.

Examples of the second group may be a:

- Fund holder (eg SRB fund manager, Inner City Challenge);
- Project manager (eg EU programme, EPSRC-LINK, DTI - funded programme, etc);
- Government-supported (DTI, DoE, NHS, Home Office);
- Organisation (eg TEC, NIMTECH, etc).

### 3.2 Making Contact and Partnership Finding

Making contact with potential sponsors requires “making personal contacts” or networking, as the phrase is currently known.

Only researchers with established reputations will attract research income and contracts; lesser known researchers either use their higher profile colleagues or proactively network. Surprisingly, few academics prefer the former route, presumably because they wish to establish their own research track records. The latter requires an overall strategy and plan and, in a small institution like Bolton, should be co-ordinated with colleagues’ plans and thereby ensure synergism and not create antagonisms and potential conflicts.

A typical partner-finding strategy might be based on:

- |                                    |   |                               |
|------------------------------------|---|-------------------------------|
| Network building                   | - | conferences, seminars         |
|                                    | - | internet contacts;            |
| “Cold calling”                     | - | companies, charities;         |
| Expertise database                 | - | internet noticeboards,        |
|                                    | - | directory entries (free ?),   |
|                                    | - | practitioner journal letters; |
| Short course, seminar organisation |   |                               |
| Use of student projects            | - | test ideas,                   |

- overlay with real problems,
  - collaborate with industry;
- Project identification
- academic contacts,
  - advertisements;

An effective plan will translate the strategy into a series of time-related tasks, each with defined outcomes and overlaid with milestones of achievement. More ambitious networking plans will require some degree of resourcing beyond the researcher's own time. A proactive plan will probably receive Faculty support via its Research Committee; short course and seminar earnings may provide the researcher with his/her own funding source if Faculty resources are inadequate. It is important to note that such a research - funding generation exercise forms a part of your research project and is part of its budget, otherwise it will be treated as a separate IGA item.

The degree of success of a networking, sponsor-finding plan will depend on factors such as:

- robustness of plan;
- realistic target/outcome identification;
- realistic resource requirements;
- inspiration of researcher;
- input from experienced colleagues.

It is probably true to say that the lone researcher is alone because of poor networking skills, fear of sharing his/her few contacts with colleagues, refusal to invite colleague participation and a hope that one day a sponsor will miraculously appear. Such researchers remain forever lone and poor. Furthermore, the Institute will no longer be able to afford them as "active" researchers.

One final word on sponsor-finding is the need to keep revisiting the network. Fast personnel changes within all organisations mean that today's well-cultivated contact will change his/her position within or outside the company or organisation every 3 or so years - ie probably within the life of a Studentship. Keeping track of these movements can maintain the current organisational links (and hence create continuity during the life of a Studentship) and create new ones as your contact moves on; **ie continually recultivate the old contacts and cultivate the new ones**. A personal contact who is following a successful career may open up many opportunities for you as well.

#### 4. **FINDING THE INTEREST OVERLAP**

This always seems to present most researchers with problems simply because their focused research interests and appreciation of time scales are very different from those of industry, commerce and other organisations.

Academic researchers want

- to undertake research in areas where they have ideas, experience, and in-depth knowledge;
- research to yield academic outcomes;
- minimal administrative and financial burdens;
- to be free of restricting deadlines;
- minimal contact with sponsors.

#### Potential sponsors

- may not even know they have a problem;
- may not be able to articulate the problem or need;
- require answers to problems yesterday;
- want to pay as little as possible for research;
- demand ownership of all outcomes and intellectual property rights;
- see a two year programme as impossibly long term;
- may not understand the need for an academic challenge (even if they know what it is!);
- will require convincing at the highest level before funds are committed.

The skill lies in finding the acceptable middle way between these two, often extreme, views. The task is simplified if your contact has undertaken a higher degree and/or fulfils a (research and) development role in the organisation. Failing these attributes, a project management role and hence an experience of research in its least academic form is better than none. It is most likely that in attempting to overlay mutual interests you will have to be the more flexible of the two parties. To ease the process, the following list may be helpful:

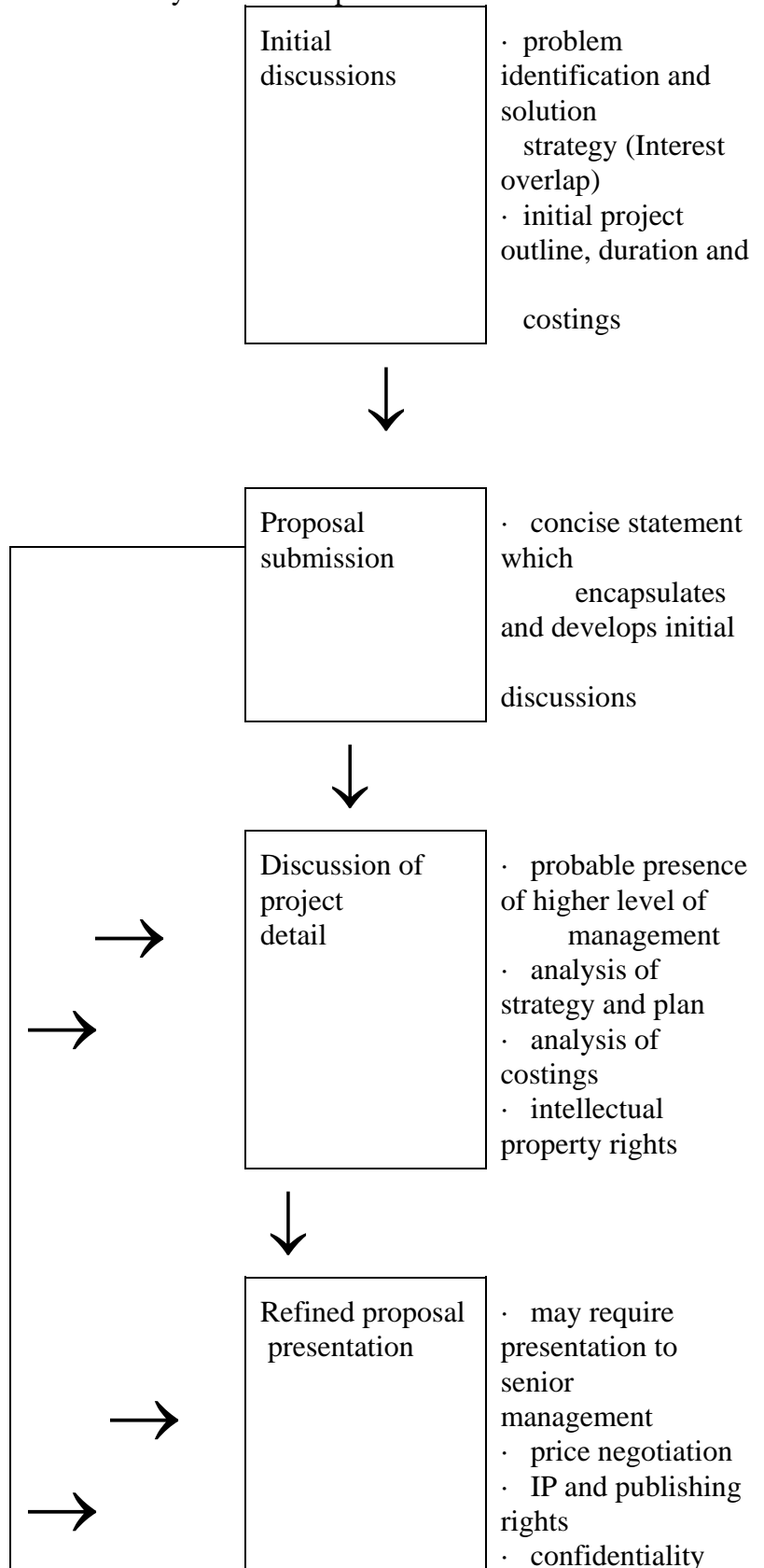
- i) attempt to visualise the problem from the sponsor's point of view;
- ii) help define (or redefine) the problem in a manner which begs a structured project in order to arrive at a solution;
- iii) demonstrate the need for an academic approach to provide a possible (practical) outcome;
- iv) consider how your particular expertise may be used to achieve a satisfactory outcome;
- v) attempt to identify the academic challenge posed;
- vi) develop enthusiasm for solving the sponsor's problem using your experience and expertise;
- vii) always be positive.

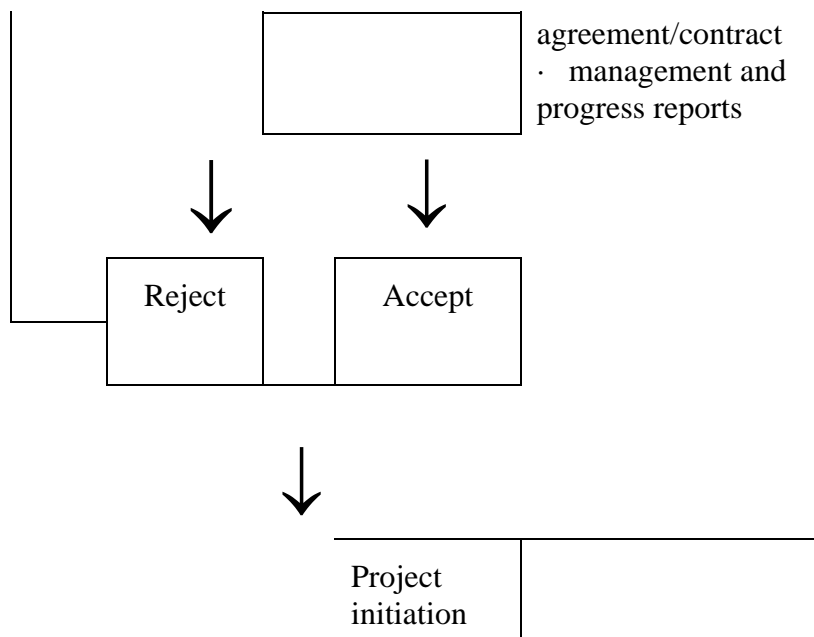
Once you have attempted the overlay of interests in your own mind, you are now ready to

start negotiations and project design.

5. **NEGOTIATING AND DEFINING THE PROJECT**

Assuming that initial contacts have been made and a degree of mutual confidence has been established between academic researcher and sponsor (which may have included a degree of involvement in an undergraduate project - “the Freebie”) then a negotiation is usually an iterative process which takes a form similar to the following:





Final negotiation often involves:

- arriving at the final price;
- definition of confidentiality and IPR/requirements and drafting of the contract or agreement;
- project initiation - start date?  
- recruitment?
- invoicing process - in advance?  
- in arrears?  
- period (quarterly, etc) (see Table 3).

When discussing price remember the minimum “break-even” cost, emphasise the cost-effectiveness of a fully priced Research Studentship relative to other routes (refer to Table 1). Negotiate firmly and emphasise that the sponsor is buying into high quality expertise and the whole of the Institute’s resource base.

If, in order to obtain the Studentship, you are being pressed to reduce the price below cost, then the Faculty (Institute) must be consulted and it would be a normal requirement that a greater share of the outcomes must be assigned to it (see Section 6).

### 5.1 A Typical Project Proposal

This should be a concise and definitive (possibly a future working) document, 2 - 4 A4 pages in length, with the following suggested format:

- Title;
- Proposers;
- Duration and Starting Date;
- Aims and Objectives;
- Summary of Deliverables;

- Background to Problem;
- Methodology;
- Tasks and Milestones;
- Costing;
- Project Management;
- Confidentiality, IPR and Publication Rights.

It is essential that the Project Proposal is a jointly agreed and owned document and that the Project Management section emphasises the need for formal progress meetings (eg quarterly) at which sponsors, supervisors and students are present. Location for meetings is important and interaction between Bolton and the sponsor's site will encourage confidence in the collaboration.

## 6. **INTELLECTUAL PROPERTY AND PUBLICATION RIGHTS**

### 6.1 The Thesis and Publications

It is essential that the sponsor is aware of the need by the student to produce a thesis which will be examined by both internal and external examiners who have not been associated with the research. The thesis may, of course, be restricted from display on the library shelves for a given period (usually no more than two years).

Since the price paid by the sponsor will not create a profit, it is essential that the contract or agreement (see Section 7) assigns publication rights to the Institute, subject to agreement with the sponsor. Normally the sponsor should be expected to agree to these rights if protection of possible intellectual property has been assured and confidential information and “know-how” are not included.

### 6.2 Intellectual Property Rights (IPR)

Ideally and because the research is not contract research, the Institute should retain IPR arising directly from the research. The Government is actively encouraging this and rewarding HEIs for obtaining external funding for this so-called generic research (GR).

However, experience shows that few companies will assign IPR to the Institute even if paying the break-even price, although public and governmental organisations may. If a company can be persuaded to assign IPR to the Institute in the first Contract or Letter of Agreement, then this would qualify for HEFCE GR funding, even if reassignment to the sponsor subsequently occurs.

The procedures for dealing with so-called “arising IPR” are described in the Institute’s Policy on Assessment, Registration and Protection of Intellectual Property. In this document the relationship with British Technology Group is described with reference to their representation on the Institute’s behalf as affording protection and exploitation of arising IPR. In most cases, collaborative research in which IPR is assigned wholly or partly to the sponsor relieves the Institute of the financial burden associated with patenting and possible commercial exploitation.

When agreeing IPR assignment and protection, advice is best sought in the first instance from the Institute’s Director of Research.

Ownership of IPR is a possible bargaining issue when negotiating the price to the sponsor. Once the price falls below cost, then the Institute must have a share of the IPR and hence potential profits should exploitation successfully occur. The sharing must be disproportionate to the simple share ratio of full project costs since the pricing model is based on bare costs only. For example, if a sponsor were prepared to fund only the bursary element, then the Institute might expect the whole of the IPR since it would be bearing the major costs of the research. Publication rights and confidentiality would remain unchanged.

## 7. **A TYPICAL SPONSORSHIP AGREEMENT**

This should cover the following:

- Parties to the Agreement;
- Sponsorship - individuals involved;
- Direction (and start date);
- Project outline;
- Costs and mode of payment;
- Management and Reporting;
- Confidentiality;
- IPR;
- Publication;
- Notice of termination/failure to complete;
- Arbitration;
- Signatures.

In the Appendix is an example of a typical Agreement. Please note that this is a draft for consideration by and negotiation with the Sponsor. The finally agreed version should be acceptable to the Faculty and the Director of Research and signed by the latter on behalf of the Institute.

## 8. **THE PROJECT : RUNNING AND MANAGING IT**

It is assumed that the following processes run in concert with the Institute's Research Degree Quality Assurance Procedures, Regulations and Code of Practice. The academic process required of the student and supervisors will be assumed to be taking place.

### 8.1 Recruiting the Student

This must occur only after the Project Proposal has been agreed and the Agreement signed by all parties. In this way the interests of the Institute and recruited student are protected at the onset.

The costs of advertising are included in the Studentship budget and so recruitment can occur in the normal way except that the process will be Faculty- driven and not involve the Personnel Department.

During interview and making the offer, in the interests of uniformity across the Institute, the value of the bursary should not be negotiable and the successful candidate may only assume the position under the Terms and Conditions for Bolton Institute Research Studentships.

Once the research student takes up the Studentship, he/she enrolls in the normal way and enters the registration process for a higher degree.

### 8.2 Project Management

As mentioned above, the academic programme will be agreed and validated in accordance with the Institute's Quality Assurance Procedures effected by the Research Degrees Committee and Academic Affairs Office via the respective Faculty Research Committee.

Obviously the academic research plan will underpin the overall project plan and quarterly project meetings will:

- i) receive a formal report from the student;
- ii) review achievement of previously agreed objectives;
- iii) agree objectives and likely outcomes for the next quarter;
- iv) review the overall project strategy and plan;
- v) identify possible training needs;
- vi) identify additional resource needs;
- vii) review academic progress;
- viii) review, amend and agree timescales and milestones with respect to (iv)-(vii);
- ix) discuss possible research outcomes;
- x) review/adjust the project budget;
- xi) fix the date of next meeting.

### 8.3 Publications and Thesis

Publications in refereed journals should acknowledge the contribution of the sponsor and should be submitted only with the agreement of the sponsor (see Section 7). Where possible, presentation of papers at conferences which will enhance the stature of the sponsor should be encouraged so that additional support may be negotiated to cover the associated costs and so add a possible bonus to the original project budget. With regard to the production of the thesis it is absolutely essential that the student is strongly encouraged and assisted to complete before the end of the Studentship occurs. Late submission will reduce the credibility of the researcher(s) and Institute and possibly jeopardise further sponsorship.

### 8.4 Exploiting the Successful Project

The successfully completed project should be used as a platform for future and/or parallel funding initiatives. Thus the successfully concluded project may

- encourage renewal of current Studentship;
- be used as a measure of quality for attracting different sponsors;
- be a basis for a larger (eg. Research Council, EU, etc) Research proposal with input from the sponsor.

In terms of research quality indicators, the successful, externally funded Studentship has gained the researcher (as Director of Studies):

- (i) a quantum of research income;
- (ii) a higher degree completion;
- (iii) a number of quality research outcomes.

Each of these counts in an HEFCE Research Assessment Exercise and all add to your

credibility as a researcher.

9. **BIBLIOGRAPHY**

R D Hanscombe "Winning Research Contracts", Sheffield Academic Press, Sheffield 1991.

"Research Funding: A Guide to the ESRC Funding Process", Economic and Social Research Council, 1994.

"Guide to EPSRC Research Grants" Engineering and Physical Science Research Council, April 1996.

"Procedure for Protection and Exploitation of Intellectual Property", Bolton Institute 1996.

"Research Degree Quality Assurance Procedures", Bolton Institute 1994.

**APPENDIX 1**

**SPECIMEN COLLABORATIVE RESEARCH AGREEMENT (DRAFT)**

This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ 199\_\_\_\_ between Bolton Institute of Higher Education, Higher Education Corporation (hereinafter called the "Institute") and

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hereinafter called the "Company"

whose principal address is at:

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1. Background

1.1 The Institute and the Company have agreed to undertake a research programme hereinafter called the "programme" which requires intellectual input and direction by the Institute and practical guidance, know-how and eg. specific confidential information (to be defined) within the area of project title and requiring the employment of a full-time/part-time student, Research Assistant, Research Fellow (*strike out as applicable*), consumption of materials and other expenditure and possible purchase of capital items as described below.

1.2 The Institute and the Company desire to enter into an Agreement to govern their relationship with each other.

(ii)

2. The Research Agreement

- 2.1 The Institute agrees to give to the Company in the strictest confidence access to any of its own intellectual property and know-how of relevance to the programme and the Company agrees not to disclose such intellectual property and know-how for any purpose whatsoever without prior consent in writing from the Institute.
- 2.2 The Company agrees to give to the Institute in the strictest confidence access to any of its own intellectual property and know-how of relevance to the programme and the Institute agrees not to disclose such intellectual property and know-how for any purpose whatsoever without prior consent in writing from the Company.
- 2.3 The Institute and the Company shall keep secret all information on each other's affairs which arises during the carrying out of the programme.
- 2.4 The obligations in 2.1, 2.2 and 2.3 shall not apply to information which
- (i) is in the public domain at the date \_\_\_\_\_;
  - (ii) enters into the public domain other than by default of the Company, the Institute or its representatives.
- 2.5 Nothing in this Agreement shall preclude
- (i) the inclusion of some or all of the information and results acquired in the course of the programme, or the conclusions reached as a result of the programme in a thesis or other report (eg. progress and transfer reports) submitted by the Student/Assistant/Fellow;
  - (ii) the disclosure of the said information or conclusions in confidence to any examiner appointed by the Institute;

(iii)

(iii) the lodging in the Institute library of a copy of a thesis or other material with such limitations as shall be agreed between the Company and the Institute and in accordance with the Regulations of the Institute.

3. Arising Intellectual Property, Patents and Publications

3.1 Any intellectual property arising from the programme shall belong initially to the Institute until its potential value has been jointly discussed and agreed and a formula for its means of protection, assignment and exploitation established.

Normally, the ultimate share of all arising intellectual property will reflect the proportionate financial and intellectual inputs made by each party into the programme.

3.2 In the event of intellectual property arising from the programme, the Institute and the Company shall cooperate in the preparation and presentation of all file patent applications and shall execute all documents as are necessary for the filing. The costs of patent applications shall be jointly borne subject to separate agreements arising from 3.1.

3.3 Once suitable protection of all arising intellectual property has been undertaken, the Institute may use the information resulting from the programme, which is deemed not to be confidential as described in paragraphs 2.2, 2.3 and 2.4, for non-commercially related research purposes.

3.4 The Institute will notify the Company in writing of its desire to publish results or conclusions from the programme. The Company will have up to 30 days from such notice to review all materials proposed for publication and designate any material that

(iv)

is proprietary information needing patent protection. Such publication may be delayed for up to 180 days for both parties to present and file for patent application, if appropriate.

Normally, if the material requires no patent protection or has already been protected, then the Company shall not unreasonably withhold its permission to publish.

- 3.5 Should the Company not wish to exploit commercially any invention or discoveries arising from the programme over which it has full or partial control arising from clause 3.1, then the Institute shall, after a period of 10 years from the date of this Agreement, be free to act without further need to consult the Company.

#### 4. The Programme

- 4.1 In support of the programme, the Company will contribute £\_\_\_\_\_ per annum in the first instance for a period of \_\_\_\_\_ years commencing \_\_\_\_\_ day of \_\_\_\_\_ 199\_\_\_\_\_. The Institute's annual support of the programme in the first instance will be £\_\_\_\_\_.

- 4.2 The Company shall pay each of its annual payments as either a single payment or as two half yearly payments (*strike out as necessary*) in advance.

- 4.4 Progress reports shall be provided at six monthly intervals and meetings held between the Institute and the Company to discuss and monitor the programme.

#### 5. Miscellaneous

- 5.1 This Agreement shall not be assignable or transferrable except by agreement in writing by both parties.

5.2 This Agreement shall be construed and interpreted and applied in accordance with the laws of England.

(v)

5.3 This Agreement sets forth the entire understanding between the parties as to the subject matter hereof and merges all prior discussions between them. Any amendment to this Agreement shall be in writing and signed by both parties.

5.4 At the end of this programme parties will return to each other, as required by the owner(s), respective documents, information copies and other media which have been exchanged during the research programme.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written:

FOR THE INSTITUTE

(Director of Research)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Office \_\_\_\_\_

Date \_\_\_\_\_

FOR \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Office \_\_\_\_\_

Date \_\_\_\_\_