



STUDENTSHIP AGREEMENT

between:

The University Court of the University of Edinburgh, a charitable body registered in Scotland under registration number SC005336, incorporated under the Universities (Scotland) Acts and having its main administrative offices at Old College, South Bridge, Edinburgh EH8 9YL (the “**University**”);

Company Name (the “**Company**”); and

Student name c/o school address (the “**Student**”)

(each being a “**Party**” and together the “**Parties**”)

The following essential details of a studentship research project (the “**Project**”) are agreed between the Parties:

1. Project title: “ ”, as described in fuller detail in the Appendix to this agreement.
2. Project period:[] years commencing on or around [start date] and ending on or around [end date]
3. Academic Supervisor:
4. Company Supervisor:
5. The Parties recognise that their principal aims are: to enable the Student to carry out a research project and produce a thesis for examination in accordance with the University’s regulations covering postgraduate study; and to lead to academic publications relating to the results of the Project.
6. Funding sources:
 - 6.1 The Edinburgh Earth, Ecology and Environmental (E4) Doctoral Training Partnership led by the School of GeoSciences at the University of Edinburgh, funded by the Natural Environment Research Council (NERC).
 - 6.2 The Company will pay to the University a contribution to the costs of the Project totalling £3,500 (plus VAT where applicable), payable in the following instalments:
 - a) £1,000 on 1st October 2021
 - b) £1,000 on 1st October 2022
 - c) £1,000 on 1st October 2023
 - d) £500 on 1st October 2024

Payments will be made by the Company within 30 days of receipt of an invoice from the University, which invoice(s) shall be sent for the attention of [] or alternatively by email to [] and shall include Company reference [].

7. The Company will also pay the Student’s reasonable travel and subsistence costs incurred as a result of any placement by the Student at the Company’s premises.
8. The Company will provide the Student with a placement at its premises for a minimum of 3 months during the Project period and will provide appropriate supervision, training and other resources as required.

9. Each Party will keep confidential such of the other Parties' information as is expressly noted to be confidential in writing, or may otherwise reasonably be considered to be of a confidential nature. This obligation shall not apply to such information as the receiving Party can show to the reasonable satisfaction of the disclosing Party: (a) has become public knowledge other than through any fault of the receiving Party; (b) was already known to the receiving Party prior to disclosure by the disclosing Party; (c) was independently developed by the receiving Party without recourse to or use of any confidential information; (d) has been received by the receiving Party from a third party who did not acquire it in confidence from the disclosing Party, or someone owing a duty of confidence to the disclosing Party; or (e) the receiving Party is required to disclose by law or by a requirement of a regulatory body.
10. All proposed publications shall be submitted in writing to each of the Parties for review at least 30 days in advance. Except in respect of the Student's thesis (which is not subject to the remainder of this paragraph), the reviewing Parties may require deletion or amendment of reference to their confidential information, or delay of the publication for a maximum period of an additional 90 days if, in the reviewing Party's reasonable opinion, the delay is necessary in order to seek patent or similar protection to Foreground owned by the reviewing Party, provided it so notifies the publishing Party within the 30 day period.
11. The Parties will not prevent or hinder the Student from submitting a thesis based on results generated within the Project nor from following the University's procedures for examination and admission to postgraduate degree status (which procedures include provisions to place the thesis on restricted access within the University library).
12. Each Party shall allow the other Parties to use such of its existing intellectual property, knowledge, and know-how as it is free to make available and as is used pursuant to the Project, for the purposes of the Project only.
13. Any intellectual property arising in the course of the Project ("**Foreground**") shall be owned by the Party that creates it and, where created jointly, shall be owned jointly by the Parties; save that any Foreground created by the Student in the course of the Project shall be owned by the University and the University will enter (or has entered) into a separate agreement with the Student to this effect.
14. The University grants to the Company a royalty-free, irrevocable, non-transferable, non-exclusive right and licence to use the University's Foreground for internal research and development only.
15. The Company grants to the University and the Student a royalty-free, irrevocable, non-transferable, non-exclusive right and licence to use the Company's Foreground for the purposes of teaching and research and to the University to grant sub-licences to other academic institutions for the purposes of teaching and research.
16. In the event that either the Company or the University wishes to commercialise the other Party's Foreground, this shall be governed by a further written agreement negotiated in good faith and within a reasonable time between duly authorised representatives of the Company and the University on terms that are fair and reasonable taking into account the respective contributions of the Parties to the Project.
17. Neither the University nor the Student makes any representation or warranty that advice or information given by the Student, the Academic Supervisor or any other of the University's employees, students, agents or appointees who work 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, and all conditions and warranties are hereby excluded to the maximum extent permitted by law.
18. 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.

19. The Company will make no claim in connection with the Project against the Student or an employee of the University (save in respect of fraud or wilful misconduct). This does not prejudice any right the Company may have against the University.
20. 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 loss of business or profit, or to any indirect or consequential damages or losses.
21. The maximum liability of the University to the Company under or otherwise in connection with this Agreement shall not exceed two times the value of the payments received under clause 6.2.
22. The Parties shall procure that in carrying out the Project they will comply with the Bribery Act 2010, the Data Protection Act 2018 (if applicable) and all other applicable laws, regulations and statutes and other analogous legislation.
23. This agreement shall be interpreted in accordance with Scots law and the Parties submit to the exclusive jurisdiction of the Scottish Courts.

IN WITNESS WHEREOF this agreement is signed by the duly authorised representatives of the University and the Company and by the Student as follows:

for and on behalf of the University:

Signed:

Name:

Title:

Date:

for and on behalf of the Company:

Signed:

Name:

Title:

Date:

by the Student

Signed:

Date:

APPENDIX

Project title: “ “

Insert Project description here.