

## **ANNEX 1: Current stakeholders and key-end users**

*Note: This selection of partners represents only a proportion of the potential collaborating partner network across the SUPER DTP partnership*

P = Collaborating Partner that will act as a conduit to their respective industry networks

<b>Government/Regulatory Stakeholders</b>		
<b>Organisation</b>	<b>CASE Award Partner</b>	<b>Collaborating Partner</b>
Marine Scotland	P	P
NatureScotland	P	P
Scottish Environment Protection Agency (SEPA)	P	P
Food Standards Scotland (FSS)	P	
Joint Nature Conservation Committee (JNCC)	P	
Marine Management Organisation (MMO)	P	
UK Hydrographic Office (UKHO)	P	
Highlands and Islands Enterprise (HIE)	P	P
Environment and Climate Change Canada (ECCC)		P
Brazilian Agricultural Research Corporation (EMBRAPA)		P

<b>Industry Stakeholders</b>		
<b>Organisation</b>	<b>CASE Award Partner</b>	<b>Collaborating Partner</b>
Northern Lighthouse Board (NLB)		P
Industrial Biotechnology Innovation Centre (IBioIC)	P	P
The DataLab Innovation Centre	P	P
Oil and Gas Innovation Centre (OGIC)	P	P
Scottish Aquaculture Innovation Centre (SAIC)	P	P
CENSIS - Sensor Technology Innovation Centre	P	P
Fisheries Innovation Scotland (FIS)	P	P
Institute of Marine Engineering Science and Technology (IMarEST)	P	P
Society of Underwater Technology (SUT)	P	P
Scottish Aquaculture Research Forum (SARF)	P	P
Offshore Renewables Joint Industry Partnership (ORJIFP)	P	P
Akvaplan-Niva, Norway	P	P

Non-Government Stakeholders		
Organisation	CASE Award Partner	Collaborating Partner
Forth Rivers Trust		P
Fisheries Management Scotland (FMS)	P	P
Atlantic Salmon Trust (AST)	P	P
European Marine Board (EMB)	P	P

Research Stakeholders		
Organisation	CASE Award Partner	Collaborating Partner
James Hutton Institute (JHI)	P	
Biostatistics Scotland (BioSS)		P
Centre of Expertise for Waters (CREW)	P	P
Marine Scotland Science (MSS)	P	P
Centre for Ecology and Hydrology (CEH)		P
St Abbs Marine Station	P	P
CSIR, Water Research Institute, Ghana		P
Central Marine Fisheries Research Institute, India		P
WorldFish Center, Penang		P
Zeijiang Ocean University, China		P
City University Hongkong, China		P
Nante University, France		P
Helenic Center for Marine Research (HCMR), Crete		P
Wageningen University, Netherlands		P
ASPEA, Portugal		P
Concepcion University, Chile		P
Szent Istvan University, Hungary		P
University of Bergen, Norway		P

## ANNEX 2: Cycle of Operations

Event		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Year Start	Invitation to stakeholders to contribute areas of interest to Theme Advisory Panel (TAP)		█	█									
	Panellists nominations for TAP and proposal selection		█	█									
	Selection and appointment of TAP and proposal selection panellists				█								
	TAP make recommendations to Executive Committee (EC)					█							
	EC agrees call for proposals						█						
	Proposal preparation and submission for following year							█	█	█			
	Proposal assessment and selection										█	█	
	Proposal Assessment Moderating Panel meeting to review finalisation of proposal rankings											█	█
	Advertise for students											█	█
Following Year	HEI internal student selection	█											
	HEI student selection interviews		█										
	Inform students of panel decision			█									
	Student start date										█		
	Student induction/orientation/annual science meeting - PG Cert registration											█	
	Student retreat				█								
	Supervisor training event (if required)			█	█								
	PG Cert training events (indicative only)		█	█		█		█			█		█
	Summer schools (as required)									█			
	Annual PG Cert - planning and development of training materials/events		█										
	Monitoring/annual reports for students										█		
	Collate monitoring reports in prep of Governance meetings											█	
	PG Cert administration	█	█	█	█	█	█	█	█	█	█	█	█
	Spring DTP EC meeting					█							
	Spring DTP TAP meeting - provides steer to EC on call for proposals					█							
	Autumn DTP EC meeting											█	
	Autumn DTP TAP meeting - reviews status of recruited cohort											█	

Colour Key	
Calls and decision points	█
Stakeholder engagement (drawing on existing relationships and sectoral knowledge in 1st year)	█
Training	█
Proposal preparation and assessment	█
Selection processes	█
Starting points	█
Administration	█



## **ANNEX 3 - CONFIDENTIALITY AGREEMENT**

Parties: The Scottish Universities Partnership for Environmental Research (SUPER), Dr Emma Defew (“the Administrator”), and The Recipient.

Operative provisions:

In consideration of the disclosure to it by the Administrator of information (whether or not contained in documents) relating to **any SUPER project** (“the Information”) for the purposes of evaluation (“the Purpose”), the Recipient undertakes that it will respect and preserve the confidentiality of the Information and accordingly for a period of five years after the date of such disclosure it will not without the express prior written consent of the Administrator:

- 1.1 communicate or otherwise make available the Information to any third party (other than an employee of the Recipient who requires the Information in connection with his employment and then only if the employee is bound by conditions of confidentiality no less strict than those set out in this Agreement which conditions Recipient hereby agrees to enforce at the request of the Administrator);
- 1.2 use the Information for any investigation, research, development or manufacture, other than so far as any such activity is essential for the purpose.

The above obligations shall not apply or shall cease to apply to such of the Information as the Recipient can show to the reasonable satisfaction of the Administrator:

- 2.1 has become public knowledge other than through the default of the Recipient;
- 2.2 was already known to the Recipient prior to disclosure by the Administrator;
- 2.3 has been received from a third party who did not acquire it in confidence from the Administrator or from someone owing a duty of confidence to the Administrator.

The above obligations shall also apply to any sample or article incorporating or derived from the Information and whether or not provided by the Administrator (“Samples”).

The Recipient shall, at any time and if so requested by the Administrator, return to the Administrator (or if the Administrator so requests, destroy or erase) all samples and all documents recording the Information or any of it or anything derived from the Information and whether or not provided by the Administrator.

**PLEASE NOTE – AS THE RECIPIENT, BY ACCEPTING THE TASK OF REFEREEING SUPER PROPOSAL(S) YOU ARE UNDERTAKING TO ABIDE BY THE PROVISIONS OF THIS CONFIDENTIALITY AGREEMENT.**



## **ANNEX 4 - Policy on conflicts of interest**

Conflicts of interest occur where an individual involved in some way with the assessment of a proposal has a personal or organisational relationship with the applicants that call into question their ability to undertake their role in an objective and unbiased way. SUPER's policy is such that conflicts should be identified and avoided within our proposal review process. This policy statement sets out clear expectations of when conflicts of interest need to be declared and how they should be managed.

### What constitutes a conflict of interest?

A conflict of interest can occur where there is any form of relationship between an applicant and somebody involved in any aspect of reviewing their proposal. As such it is difficult to provide a definitive and exclusive definition. The NERC policy defines a conflict of interest as being associated or involved in any way with:

- An institution, department or individual that has submitted a funding proposal or would otherwise benefit from a decision

and/or

- the development or implementation of proposals seeking NERC/UKRI funds or in the evaluation of research investments

Reviewers will have connections and collaborations both formal and informal with a range of organisations and individuals.

SUPER will endeavour to avoid conflicts that can be identified from its own knowledge but many will not be identifiable in this way. The final responsibility for identifying and reporting conflicts of interest must therefore rest with the individual. Timing is very important as late notification is much more difficult to manage.

Due to the complexities of relationships between researchers it is challenging to provide definitive and exclusive definitions. Some cases will be clear cut, others will be less so and will require a judgement call. We expect researchers who work in the same field to know each other, and this doesn't bar you from commenting on their proposals. The test should be 'will a neutral observer have confidence in the impartiality of any advice provided' and in any case where there is significant doubt the relationship should be treated as a conflict. The SUPER Executive have the final decision in any case where there is debate about whether a conflict of interest exists.

Conflict of interest examples could include:

- You are a named investigator or collaborator on the proposal or have signed a letter of support
- You have a formal affiliation to any organisation involved in the proposal
- You are directly involved in the work proposed and would benefit from it being funded and/or have assisted the applicants with their proposal for funding and/or have agreed to be a member of an advisory committee connected with the project
- You have an existing business or professional relationship with any individual named on the proposal
- Close relative (including by marriage) of any individual named on the proposal
- Close personal relationship with any individual named on the proposal
- Professional link – for example where a recently supervised student or postdoctoral research assistant is an investigator or named researcher on the proposal
- You are in close regular collaboration with any individuals named in the proposal, including investigators, research staff, collaborators, subcontractors and project partners, to an extent where you feel uncomfortable being involved in the discussion or you feel unable to give an unbiased opinion.

#### Reviewers

All reviews should be independent and objective. SUPER will seek to avoid selecting reviewers where a conflict of interest is identified. This will include anyone with an identified personal or organisational association with the project to be assessed, and anyone with an identified personal association with any other proposal in direct competition for funding. Anyone asked to provide a review should check to ensure that there is no reason why they should not do so, and should decline the request citing 'conflict of interest' as their reason if they feel there to be a concern. Where a conflict is identified after a review is submitted that review will be classed as unusable and excluded from the process.

**PLEASE NOTE – AS THE RECIPIENT, BY ACCEPTING THE TASK OF REFEREEING SUPER PROPOSAL(S) YOU ARE UNDERTAKING TO ABIDE BY THE PROVISIONS OF THIS CONFLICT OF INTEREST POLICY.**

## **ANNEX 5 - Standard scoring template**

Categories in the scoring template are:

1. Reference Number
2. Title of project
3. Proposer name
4. Host Institution name
5. Second supervisor name and institution
6. Third supervisor name and institution
7. Type of studentship being applied for.
8. Details of the SUPER themes the project addresses
9. Relevance score: 1 totally disagree - 9 totally agree with the following statement - The application is directly relevant to the provision of SUPER science and the "catchment to coast" theme
10. Quality score: 1 totally disagree - 9 totally agree with the following statement - The application represents research of the highest scientific quality with clearly stated objectives
11. Collaboration score: 1 totally disagree - 9 totally agree with the following statement - Evidence is provided that the project will involve a period of research at more than one partner institution
12. Approach score: 1 totally disagree - 9 totally agree with the following statement - The proposal sets out an approach which is both logical and appropriate to address the stated objectives
13. Impact score: 1 totally disagree - 9 totally agree with the following statement - Evidence is provided that this project will deliver significant outcomes and impact
14. Feasibility score: 1 totally disagree - 9 totally agree with the following statement - The planning and project management of the proposed research project are justified and would be feasible and achievable for a student within a 3.5 year time period
15. Final Recommendation – choose between 'Acceptable for funding' or 'Reject'
16. Any additional comments, and if rejecting a proposal, a brief note of why

**ANNEX 6: Core skills**

	<b>Core Skills</b>	<b>Content</b>	<b>Strategic Learning Outcome (SLO)</b>	<b>Timing (and duration if applicable)</b>
Year 1	Welcome & Orientation Day	Registration PGR orientation SUPER management/student/peer engagement PGR registration and induction Introduction to TNA	Cohort development Community integration, support, and cohesion Personal skills development Peer and pastoral support	October, 1 day
	Annual Science Meeting	SUPER induction and presentations Introduction to global environmental research Regulator and business networking PGR presentations Conference dinner, ceilidh, and networking	Cohort development Community integration, support, and cohesion	October, 3 days
	Definition of initial research plan and TNA	TNA regularly reviewed to identify discipline specific, technical, and transferable skills requirements	Building personal effectiveness Networking opportunities Early stage career management Collegiality and communications Research knowledge base and methods	Start October
	SUPER PGR Retreat	Environmental informatics: Incorporating Strathclyde's NERC Advanced Skills Course 'Raising Your Game: Understanding and predicting natural systems using mathematical models' Challenge of collection, interpretation, display of large data sets	Numeracy Practical modelling experience Model interpretation Management and comprehension of data issues/state of the art Risk evaluation and uncertainty Prediction and uncertainty Cognitive Abilities Peer/team working	March, 3 days



	<b>Core Skills</b>	<b>Content</b>	<b>SLO</b>	<b>Timing (and duration if applicable)</b>
Year 2	Internships	All PGR's are supported to develop and engage in an internship opportunity of 1-3 months	Work place experience Planning and management skills Personal qualities Professional stands Legal and policy frameworks Communication and collegiality Engagement	Year 2, 1-3 months
	Annual research review, progress monitoring and TNA update		Review of issues and actions arising Analysis of cohort development needs	Start October
	Annual Science Meeting	Presentations, communication, and networking PGRs contribute to special session organisation, presentations, posters, and publication (including wider dissemination) Networking and career opportunities Building peer and community relationships A 'sand-pit' event mixing PGRs and ASM attendees to explore and develop internship, career, and mentoring opportunities	Cohort development Multi and inter-disciplinarily Subject knowledge Cognitive abilities Professional conduct Career development Internships	October, 3 days
	SUPER PGR Retreat	Translating and operationalising research Understanding end-users needs (business, policy, government, regulators), including language, and co-development of research design and delivery to achieve greater societal impact Experiential opportunities to work on a real-world business, policy, technical, or societal SUPER innovation challenge with expert support	Cohort and network development Research, project, & business management Creativity, professional conduct, collaboration & team work Translating and commercialising research for multiple end-users, creativity, innovation	March, 3 days

	<b>Core Skills</b>	<b>Content</b>	<b>SLO</b>	<b>Timing (and duration if applicable)</b>
Year 3		Annual research review, progress monitoring and TNA update	Review of issues and actions arising Analysis of cohort development needs	Start October
	Annual Science Meeting	Presentations & Impact. PGRs deliver a 'SUPER Impact' special session highlighting research synergy across the cohort, creating a cohort dissemination plan and outputs in subsequent months Alumni networking event and focus on career development, mentoring and building collaborative partnerships.	Communication, Collaboration, Collegiality, Influence and impact, Building knowledge base, intellectual abilities, and personal effectiveness Multi-disciplinarily	October, 3 days
	SUPER PGR Retreat	Environmental Leadership, Influence & Impact Making research societally relevant How to be an agent of change Emergent environmental, economic, and social priorities	Leadership, publication, and other dissemination and engagement methods, professional standards, integrity, global citizenship, collaboration, mentoring, team work, multi-disciplinarily, creativity, evaluation, analysis, synthesis	March, 3 days

	<b>Core Skills</b>	<b>Content</b>	<b>SLO</b>	<b>Timing (and duration if applicable)</b>
Year 4		Annual research review, progress monitoring and TNA update	Review of issues and actions arising Analysis of cohort development needs	Start October
	Annual Science Meeting	Presentations & Career Management Network and career development Focus and preparation for employment PGRs lead and chair special sessions Develop novel research and stakeholder collaborations and other career-oriented activities	Career management Skills consolidation Networking and peer support Leadership Communication Professional conduct	October, 3 days
	PhD Submission	Thesis completion Career management and transition Skills consolidation through PG Cert and PhD submission		March, 3 days

## **ANNEX 7: Summary of Risks**

Category	Examples	Hazard	Likelihood	Impact	Risk Control/Mitigation
Political	Internal challenges between Members of the DTP	A dispute of the terms of agreement between SUPER DTP and its Members	Low	High	A robust Consortium Agreement is in place coupled to Standard Operating Procedures
	External political sensitivities	N/A	N/A	N/A	N/A
	Withdrawal from process or membership at institutional level	A member who feels that the DTP is not satisfying its requirements elects to leave the consortium	Low	Low	An inclusive Governance structure and operational framework is likely to keep members engaged.
Legal	Civil action	An individual or organisation could pursue legal action against SUPER DTP partners	Low	Low/Medium	SUPER DTP is not a legal entity and the actions of its members and their respective personnel are covered by appropriate liability insurance cover.  Each SUPER DTP HEI partner retains professional legal advice and has a duty of care with respect to all of its staff and students.
	Corporate action	As above	Low	Low/Medium	As above
	Criminal action	As above	Low	Low/Medium	As above
	Intellectual property breach	As above	Low	Low/Medium	As above. Any IP issues associated with specific project must remain the responsibility of the lead HEI for each studentship. The SUPER DTP is not party to such arrangements and it must be the

					responsibility of the lead HEI and the partners materially involved in the conduct of a studentship project to secure the necessary IP arrangements (in advance).
	Data protection breach	As above	Low	Low/Medium	As above. SUPER DTP is not a legal entity but the Administrative lead for the DTP is GDPR compliant and would take specialist advice on this subject as required.
	A legal challenge to the proposal review or student recruitment process	As above	Low	Medium/High	As the DTP is not a legal entity, any action would be against the lead HEI or potentially or its employee(s). Rigorous and transparent procedures with respect to proposal review and student recruitment process should help to mitigate these risks.
	Legal action resulting from a possible breach of duty of care towards a student	As above	Low	Medium	The duty of care for each student is primarily the responsibility of the host institution as the student is bound by the regulations of that institution. SUPER DTP recognises its moral duty to protect the health and wellbeing of the students it funds and trains and will make all reasonable efforts to support its students and their respective supervisors in achieving positive outcomes.
Technical	Insufficient physical infrastructure	N/A	Low	Low	Any/all physical infrastructure required to operate the SUPER DTP is in place and underwritten by the University of St Andrews.
	Insufficient or inappropriate expertise	Loss of key staff	Low	Medium	The SUPER DTP Secretariat functions are provided by the MASTS Directorate and the Dean of the MASTS Graduate School. Consequently there is adequate back-up staffing provision available to

					ensure the efficient running of the DTP until a suitable replacement is found.
	Equipment/resource failure	N/A	Low	Low	N/A
Financial	Loss of funding	Unable to support Secretariat functions	Low	High	The SUPER DTP Secretariat is fully costed and resourced under the SUPER DTP funding model. An additional FTE position to support the DTP Secretariat function is also provided by the University of St Andrews.
	Insufficient funding	Unable to support DTP functions/studentship activity	Medium	Medium	As above. With respect to studentship funding, this is contingent upon funds from NERC and, as a minimum, the lead HEI. The SUPER DTP cost model is designed to ensure that funds to support DTP studentship training is ring-fenced.
	Higher costs than budgeted	The operational cost is found to be under costed. This may be due to uncosted leaves of absence such as sick leave or maternity leave.	Medium	Medium	The operational and training costs have been estimated as part of the cost modelling for the DTP and subject to review. Student agreement with external partners should reflect the need to cover pro rata the costs of statutory sick and maternity leave stipend costs as required by UKRI.
Reputational	Negative publicity	The DTP receives negative publicity or feedback	Low	Low	The DTP through its Secretariat is sensitive to public perceptions of the organisation and will engage with its members press offices as required.
	Internal conflicts	Members refuse to co-operate or collaborate	Low	Medium	All those involved in the SUPER DTP understand its role and operational capacity. Regular meetings

					and communications within the organisation are likely to address conflicts.
	Operational failure	SUPER DTP (Secretariat and members) unable to deliver core operations	Low	High	Secretariat functions are delivered through a small but dedicated team. The loss of an individual could be accommodated through the collective expertise of that team. The failure of a member to deliver on their responsibilities to the DTP could potentially be dealt with through the good will and co-operation of other DTP member organisations.

For the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015, this Agreement is delivered on .....

## **COLLABORATION AGREEMENT**

among

- (1) **THE UNIVERSITY COURT OF THE UNIVERSITY OF ST. ANDREWS** a charitable body registered in Scotland under the registration number SC013532 and incorporated by the Universities (Scotland) Act 1889, as amended by the Universities (Scotland) Act 1966, and having its principal office at College Gate, North Street, St Andrews, Fife KY16 9AJ ("**St. Andrews**");
- (2) **THE UNIVERSITY COURT OF THE UNIVERSITY OF ABERDEEN**, a charity registered in Scotland, No. SC013683, whose registered address is at University Office, King's College, Regent Walk, Aberdeen AB24 3FX ("**Aberdeen**");
- (3) **THE COURT OF EDINBURGH NAPIER UNIVERSITY** constituted by The Napier College of Commerce and Technology (No. 2) Regulations 1985 and the Napier University Order of Council 1993, of 219 Colinton Road Edinburgh EH14 1DJ, a registered Scottish Charity No. SC018373 ("**Napier**");
- (4) **HERIOT-WATT UNIVERSITY**, a Scottish charity registered under number SC000278, and incorporated by Royal Charter and having its principal offices at Riccarton, Edinburgh EH14 4AS ("**Heriot-Watt**");
- (5) **UNIVERSITY OF THE HIGHLANDS AND ISLANDS**, a limited company registered in Scotland number SC148203, Scottish Charity number SC022228 and having its registered office at 12B Ness Walk, Inverness IV3 5SQ, Inverness-shire ("**UHI**");
- (6) **THE UNIVERSITY OF STIRLING**, a University established in Scotland by charter dated 14th December 1967 and registered as a charity in Scotland with registration number SC011159 and whose administrative offices are at Stirling FK9 4LA ("**Stirling**");
- (7) **THE UNIVERSITY OF STRATHCLYDE**, incorporated by Royal Charter, a charitable body registered in Scotland with registration number SC015263 and having its principal office at 16 Richmond Street, Glasgow G1 1XQ ("**Strathclyde**"); and
- (8) **COURT OF THE UNIVERSITY OF THE WEST OF SCOTLAND**, a registered charity in Scotland under registration number SC002520 and having its principal office at High Street, Paisley PA1 2BE ("**UWS**"),

(each a "**Party**" and together the "**Parties**")



## WHEREAS

- (A) The Parties submitted a doctoral training grant proposal to the Natural Environment Research Council (the “**NERC**”) to support the project entitled ‘The Scottish Universities Partnership for Environmental Research’ (the “**Project**”) a copy of which is set out in Part 1 of the Schedule to this Agreement (the “**Proposal**”).
- (B) The NERC has awarded a grant to the Parties in relation to the Project and the Parties wish to enter into this Agreement to set out their respective rights and responsibilities in respect of the operation and management of the Project.

## NOW THEREFORE IT IS AGREED AS FOLLOWS

### 1 DEFINITIONS

- 1.1 In this Agreement (including the recitals), unless the context otherwise requires, the following expressions shall have the meanings set out opposite them:-

**“Background IPRs”** means IPRs, other than Foreground IPRs, which are owned or controlled by a Party immediately prior to the Effective Date, which that Party is free and reasonably able to bring to, and which are necessary for the performance of, the Project;

**“Budget”** means the budget for the Project, a copy of which is set out in Part 3 of the Schedule;

**“Confidential Information”** means in respect of each Party any and all information (in whatever form it exists) relating to that Party, its business, finances or affairs, know how, business or trade secrets and research work including without limitation, data, formulae, processes, designs, photographs, drawings, specifications, software programs, spreadsheets and samples, belonging to or developed by that Party or to which it has rights, which is disclosed to or otherwise comes into the possession of another Party, in whatever form disclosed, and whether disclosed before or after the Effective Date;

**“Director”** means Professor David Paterson at St Andrews (or his successors appointed pursuant to Clause 3.3 of this Agreement);

**“Distributed Funding”** means the allocation of Project Funding to be distributed by St Andrews to the remaining Parties pursuant to the Funding Conditions.

**“Effective Date”** means 1 October 2019, notwithstanding the date or dates of signature of this Agreement;

**“Executive Committee”** means the executive committee to be established pursuant to Clause 7 of this Agreement and as more particularly described in the Proposal;

<b>“Foreground IPRs”</b>	means any and all results and IPRs therein, including but not limited to information, data, sequences, modifications, materials, inventions and know how (including techniques), that were created, devised or discovered during the course of the Project;
<b>“Funding Conditions”</b>	the terms on which the NERC will provide the Project Funding, a copy of which is attached to this Agreement as Part 2 of the Schedule;
<b>“Intellectual Property Rights” or “IPRS”</b>	means rights in any patent, petty patent, registered or unregistered trade mark, trade and business name (including rights in any get-up or trade dress), domain name, utility model, know-how, together with any registered or unregistered design right, copyright, database rights and any other industrial or commercial monopoly rights, which now subsist or may in the future subsist in any part of the world together with rights to apply for registration of such rights, and all applications, renewals, extensions and revisals thereof;
<b>“Lead Party”</b>	means St. Andrews;
<b>“Period”</b>	means the period from the Effective Date to 30 September 2027 (eight years);
<b>“Project Funding”</b>	means any and all grants, funds, monies and other sums secured and/or received by St Andrews from NERC during the Period and exclusively in respect of the operation and/or activities of the Project, but excluding any monies or other sums received or receivable by any of the Parties independently of the operation and/or activities of the Project;
<b>“Schedule”</b>	means the schedule in 3 parts attached to and forming part of this Agreement;
<b>“Student Committee”</b>	means the student committee to be established pursuant to Clause 9 of this Agreement and as more particularly described in the Proposal;
<b>“Theme Advisory Panel”</b>	means the theme advisory panel to be established pursuant to Clause 8 of this Agreement and as more particularly described in the Proposal; and
<b>“Year”</b>	means the period of one (1) year commencing on the Effective Date and each subsequent period of one (1) year during the continuance of this Agreement and any Year followed by a number shall be construed accordingly.

1.2 Unless the context requires otherwise:-

- 1.2.1 any period of time from a specified date or day shall be calculated exclusive of that date or day;
- 1.2.2 the words “include” or “including” or “in particular” are to be construed as meaning without limitation;
- 1.2.3 words in the singular include the plural and vice versa and words for any gender shall include all genders;
- 1.2.4 reference to persons shall be deemed to include references to natural persons, to firms, to partnerships, to companies, to corporations, to associations, to organisations, to trusts (in each case whether or not having separate legal personality) but references to individuals shall be deemed to be references to natural persons only.
- 1.3 Unless otherwise stated, a reference to a Clause or a Part of a Schedule is reference to a clause in or a part of a schedule to this Agreement.
- 1.4 Headings to clauses are inserted for convenience only and shall not affect their interpretation.
- 1.5 Any reference in this Agreement to writing includes a reference to electronic mail or other comparable means of communication.

## **2 COMMENCEMENT AND DURATION**

This Agreement shall commence upon the Effective Date and shall, unless earlier terminated in accordance with Clause 15 or as may be otherwise determined by all of the Parties, subsist for the Period.

## **3 DUTIES OF THE PARTIES**

- 3.1 Each of the Parties shall act in good faith towards one another and use reasonable endeavours to procure that the Project is carried out in accordance with the terms of the Proposal.
- 3.2 Without prejudice to the generality of Clause 3.1, each of the Parties undertakes to the other Parties to:-
- 3.2.1 use its reasonable endeavours to successfully fulfil its duties, responsibilities and obligations as set out in the Proposal; and
- 3.2.2 procure the provision of members of its staff to participate in the activities of the Project and use its reasonable endeavours to procure that such staff are able to properly participate in such activities.
- 3.3 The Project shall be directed by the Director or such other suitably qualified person as appointed by St Andrews. The Director shall be entitled to delegate his or her roles and responsibilities (either in

whole or in part, as necessary) to another suitably skilled and experienced person approved by the Executive Committee.

- 3.4 Each Party agrees and undertakes to fulfil its duties and obligations under the Agreement with reasonable skill and care and in a timely manner.
- 3.5 Although each of the Parties will use reasonable endeavours to carry out the Project in accordance with the Project description set out in the Schedule, no Party undertakes that any research will lead to any particular result, nor does it guarantee a successful outcome to the Project.

#### **4 PRECEDENCE**

In the event of any conflict between the terms of this Agreement and the terms of the Funding Conditions, the terms of the Funding Conditions will prevail. Subject to the foregoing, this Agreement shall take precedence over any other agreement signed between the Parties relating to the subject matter hereof and over any other documents referred to herein.

#### **5 FINANCIAL PROVISIONS**

- 5.1 The Lead Party is responsible for receipt of the Project Funding. The Project Funding and the Distributed Funding will be allocated as set out in the Budget and in accordance with the terms of this Agreement unless the Parties unanimously agree otherwise in writing.
- 5.2 All amounts are inclusive of VAT (or any similar tax) payable on such amounts.
- 5.3 The Parties shall provide a named recipient to the Lead Party to facilitate the transfer of Distributed Funding pursuant to the Funding Conditions.
- 5.4 The Lead Party, as the main administrator of the Project Funding and the Distributed Funding, shall maintain complete and up-to-date records of all funds received and transferred under the Project Funding and the Distributed Funding respectively.
- 5.5 The Lead Party shall maintain responsibility for preparing and submitting all mandatory financial reports to the NERC and the other Parties shall on demand from the Lead Party provide all information relating to their expenditure pursuant to the Project necessary to enable the Lead Party to comply with any accounting obligations owed to the NERC.
- 5.6 The financial arrangements for the Project will be overseen by the Executive Committee and will be as set out in this Agreement and the Funding Conditions. Each Party undertakes to the other Parties to ensure that its Distributed Funding shall be only applied, distributed or used by it in pursuance of the objectives of the Project and in the manner provided for by the terms of this Agreement and the Proposal.
- 5.7 Claims for any part of the Project Funding will be made through the Executive Committee and the Lead Party, by submitting an invoice in accordance with the terms of clause 5.8 and the Budget in Part 3 of the Schedule. . Each of the Parties will provide sufficient information, as reasonably

required, to the Executive Committee to allow the Lead Party to claim the amount of the Project Funding and to submit reports to the NERC in accordance with the NERC's requirements from time to time. Each of the Parties will certify its claims for any Project Funding and/or Distributed Funding in such way as may be necessary to allow the Lead Party to give any certificate required by the NERC in relation to those claims.

- 5.8 The Lead Party will, subject to receipt of the Project Funding from the NERC, pay that Distributed Funding (or the appropriate part of it) to the Party to which that Distributed Funding is due, within thirty (30) days of receipt of a valid invoice for such funding from the relevant Party, in accordance with the terms of clause 5.7 and the Budget in Part 3 of the Schedule.
- 5.9 Each Party will refund on demand: any overpayment of any Project Funding and/or Distributed Funding; and any monies received by that Party that the NERC requires to be repaid in accordance with the Funding Conditions. Each Party will indemnify the Lead Party and keep it indemnified against all and any refund, repayment or payment that the Lead Party is required to make under the Funding Conditions to the NERC on behalf of that other Party.
- 5.10 For the avoidance of doubt, in no event shall a Party be liable to contribute any more than the sum noted next to line item "HEI Contribution/ student" in Part 3 of the Schedule.

## **6 MANAGEMENT OF PROJECT – GENERAL**

- 6.1 The Project shall be conducted by the Parties in accordance with the terms of the Proposal.
- 6.2 For the avoidance of doubt, nothing contained in this Agreement shall prohibit or restrict any Party from:-
- 6.2.1 undertaking research activities in the field of environmental biology, whether on its own account, or on behalf or in collaboration with any third party; or
- 6.2.2 promoting or teaching any educational courses or degrees in the field of environmental biology.

## **7 EXECUTIVE COMMITTEE**

- 7.1 The Parties shall establish an Executive Committee to manage the Project. As from the Effective Date, the initial Executive Committee shall consist of the following members:
- 7.1.1 the Director;
- 7.1.2 one senior subject relevant member of staff representing their respective Party;
- 7.1.3 the chairs of the Theme Advisory Panel and the Student Committee; and
- 7.1.4 three advisory members drawn from government, industry and an independent member.

- 7.2 The Executive Committee will be responsible for the day-to-day operations of the Project and for reporting to the NERC through the Director.
- 7.3 The Executive Committee will be chaired by the Director or his nominee. Every attempt will be made to take decisions on the basis of consensus but if agreement cannot be reached the final decision rests with the Director.
- 7.4 Subject to the provisions of this Agreement (and, in particular, this Clause 7), the Executive Committee may regulate its proceedings as it shall think fit.
- 7.5 With regard to the proceedings of the Executive Committee:-
- 7.5.1 the quorum for transaction of business at a meeting of the Executive Committee shall be the Director or his/her nominee plus at least three (3) of the remaining members of the Executive Committee or their nominees (including at least one representative from a Party other than the Lead Party);
- 7.5.2 the Executive Committee shall meet at least two (2) times per Year;
- 7.5.3 each member of the Executive Committee shall be entitled to appoint a suitably qualified nominee to attend in her or her place;
- 7.5.4 an agenda and relevant papers shall be circulated in advance of each meeting of the Executive Committee;
- 7.5.5 written minutes of each meeting shall be produced which shall be the formal record of all decisions taken. Such minutes shall be sent to all members of the Executive Committee prior to the next meeting; and
- 7.5.6 a member of the Executive Committee unable physically to attend a meeting of the Executive Committee will be considered present and be counted towards establishing a quorum in respect of such meeting if he or she can participate in such meeting by way of conference telephone or similar equipment, so long as all the participants can hear each other throughout any such meeting.
- 7.6 A resolution in writing signed by all members of the Executive Committee entitled to vote shall be valid and effectual as if it had been passed at a meeting of the Executive Committee and may consist of several documents in like form each signed by one or more of the members of the Executive Committee.

## **8 THEME ADVISORY PANEL**

- 8.1 The Parties shall establish a Theme Advisory Panel as more particularly described in the Proposal.
- 8.2 Subject to the other provisions of this Agreement, the Theme Advisory Panel will consider strategic research needs and define priorities for studentship projects, in accordance with the Proposal.

- 8.3 If any member of the Theme Advisory Panel is not an employee of any of the Parties, they will be required to execute a confidentiality undertaking in respect of their attendance at any meetings of the Theme Advisory Panel and the activities of the Project.

## **9 STUDENT COMMITTEE**

- 9.1 The Parties shall establish a Student Committee to communicate with the Executive Committee regarding overall (non-thematic) operation and conduct of the Project as more particularly described in the Proposal.
- 9.2 The Student Committee will consist of up to eight members plus a chair, elected by the student body, who will be invited to attend Executive Committee meetings.

## **10 OPERATION OF THE PROJECT**

- 10.1 Recruitment of students, admission to the Project and assignment of academic supervisors shall be dealt with by the Parties in accordance with the Proposal.
- 10.2 Each student shall be allocated at least two supervisors each representing different Parties, one of which should be located at the host institution.
- 10.3 The duties of the academic supervisors shall include jointly overseeing the overall development of the students and providing support and advice regarding the individual project(s) on which the student is working.
- 10.4 The relevant Party must create a student details record for each new PhD student n Je-S within a month of their start date. This record should be shared with the Director or his/her nominee, who will submit it to NERC having added grant details. The Je-S record must be updated with any change of details, and the Director or his/her nominee must be informed immediately of any such change including updating to reflect suspensions/extensions/changes to mode of study etc.
- 10.5 The Parties must further agree to provide additional data regarding the students, their project outcomes, use of DTP funds and other reasonable requests made by the Director (in line with GDPR guidelines) on behalf of the Executive Committee or NERC either as part of the NERC annual report or to answer other reasonable ad hoc requests.

## **11 INTELLECTUAL PROPERTY RIGHTS**

- 11.1 This Agreement does not affect the ownership of the Background IPRs which shall remain the property of the Party owning it or, where applicable, the third party from whom its right to use the Background IPRs has derived.
- 11.2 Each Party grants the other Parties a royalty-free, non-transferable, non-exclusive, licence to use its Background IPRs for the sole purpose of the performance of the Project.

### Foreground IPRs:

- 11.3 Foreground IPRs shall be owned by and vest with the Party or Parties generating the same, subject to the following:
- 11.3.1 if generated by a student, ownership of Foreground IPRs shall be governed by the Party where the student is matriculated; and
  - 11.3.2 if generated by a member of staff of one of the Parties, ownership of Foreground IPRs shall be governed by the Party where the member of staff is employed.
- 11.4 Each Party hereby grants in favour of the others a non-exclusive, irrevocable, royalty-free licence to use the Foreground IPRs solely for the purposes of the Project and for their own internal non-commercial use, research and, if applicable, academic teaching purposes.
- 11.5 In the event that any Foreground IPRs are generated pursuant to clause 11.3.1 and 11.3.2, the Party shall procure that the student and / or member of staff shall:
- 11.5.1 (i) assign (or, insofar as the rights have not yet come into existence, agree to assign) absolutely to that Party all right, title and interest, past, present and future in and to all Foreground IPRs generated by the student, or member of staff, as the case may be, in the performance of the Project, together with all rights and powers arising or accrued therefrom and (ii) shall undertake to hold upon trust for the Party absolutely the entire interest of himself or herself in and to all Foreground IPRs which cannot be assigned under a written agreement, together with the entire benefit of such rights;
  - 11.5.2 undertake to do all things and sign all documents which the Party reasonably requires him/her to do or sign to confirm the Party's ownership of the Foreground IPRs generated by him or her. This will be at the Party's cost and expense; and
  - 11.5.3 appoint the Party as his/her attorney to execute and do any instrument or thing in his/her name and on his/her behalf as may be required by the Party to enable it to enjoy the full benefit of the rights in the Foreground IPRs assigned under this clause 11.5.3.
  - 11.5.4 In the case of UHI, the Parties acknowledge that UHI supervisors may be employed by UHI academic partner institutions. UHI shall, and shall use its best endeavours to procure that any necessary third parties (including such UHI supervisors and any relevant agents) shall, execute and perform all such further deeds, documents, assurances acts and things as the other Parties may reasonably require to give full force and effect to the provisions of this Clause 11 (regarding amongst other things, ownership of Foreground IPRs by UHI) and UHI's obligations under the Funding Conditions.

#### Jointly-Owned Foreground IPRs

- 11.6 Any Foreground Intellectual Property generated and/or conceived by more than one Party ("Jointly-Owned Foreground") shall be owned by those Parties jointly, in proportion to the respective contributions and efforts of each Party, to be decided at that time.



- 11.7 In the event that it is or may be possible to obtain any registered Intellectual Property Rights in any Jointly-Owned Foreground, the owners of the Jointly-Owned Foreground shall agree between them who shall be responsible for the filing and prosecution, on behalf of the Parties and in their joint names, of applications for registration, and the maintenance and renewal of any registrations, in such countries as the Parties agree in writing, provided that:
- 11.7.1 if only one Party wishes to apply for registration in any country or countries, that Party may do so at its sole cost and expense on behalf of the Parties and in their joint names, and the other Party(ies) shall provide that Party with all necessary assistance, information, and instruction;
- 11.7.2 no Party shall amend or abandon any registration in respect of which the Parties are jointly registered as owners unless, in the case of an amendment, the other Party(ies) shall have given its prior written consent or, in the case of abandonment, the other Party(ies) shall be given the opportunity to maintain the registration at its own cost; and
- 11.7.3 the Party making an application for registration shall consult with the other Party(ies) at reasonable intervals concerning the application for and maintenance of such registration.

## 12 CONFIDENTIALITY

- 12.1 Each Party shall:-
- 12.1.1 not, during the Period or at any time thereafter, disclose to any third party or use any Confidential Information except as expressly permitted by the terms of this Agreement or as necessary to enable that Party to perform its obligations in accordance with the terms of this Agreement or with the disclosing Party's prior written consent; save that in no circumstances will a Party disclose another Party's IPRs to a third party without the prior written consent of that other Party;
- 12.1.2 only disclose such of the Confidential Information to those of its officers, employees, students, agents and contractors who have a need to know to enable the Party to fulfil its obligations or as otherwise permitted by the terms of this Agreement;
- 12.1.3 ensure that each of its officers, employees, students, agents and sub-contractors to whom any Confidential Information is disclosed is made aware of the confidential nature thereof and complies at all times with the terms of this Clause 12; and
- 12.1.4 take, and will ensure that each of its contractors takes, all practicable steps whilst such Confidential Information is in its or their possession or control to prevent access thereto by any person not so entitled under this Agreement.

- 12.2 The obligations contained in Clause 12.1 will not extend to any Confidential Information which the Party under the relevant obligation (or any party for whom it is responsible under Clause 12.1) (together, “the Recipient”) can show by written evidence:-
- 12.2.1 is or becomes generally available to the public otherwise than by reason of a breach by the Recipient;
  - 12.2.2 is known to the Recipient and is at the Recipient’s free disposal prior to its receipt under this Agreement;
  - 12.2.3 is subsequently disclosed to the Recipient without obligation of confidence by a third party owing no obligation of confidentiality to a Party in respect thereof;
  - 12.2.4 is required to be disclosed by (i) law (including without limitation any information which requires to be disclosed under the Freedom of Information (Scotland) Act 2002 and/or the Environmental Information (Scotland) Regulations 2004), (ii) any regulatory authority, or (iii) any court of competent jurisdiction; or
  - 12.2.5 is independently developed, discovered or acquired by the Recipient without reference to any information covered by an obligation of confidentiality under this Agreement.
- 12.3 Some of the Parties to this Agreement may be obliged to demonstrate the impact on society of their research and to this effect the Parties agree to provide to each other reports on any development, commercial or otherwise, of Foreground IPRs (to include effects, changes or benefits to the economy, society, public policy or services, health and the environment) and/or to provide a Party with reasonable assistance in writing case studies when reasonably requested to do so. Each relevant Party may submit case studies relating to the Project for this purpose. These submissions must be made on a confidential basis if the case study contains Confidential Information of a Party which has not submitted the case study

### **13 WARRANTIES AND INDEMNITY**

- 13.1 Each Party warrants to the others that:-
- 13.1.1 it has the right and authority to enter into this Agreement; and
  - 13.1.2 its signatory hereto is authorised and fully empowered to execute this Agreement on its behalf.
- 13.2 In the performance of all the obligations hereunder each Party shall be deemed to be and shall be an independent contractor. Except to the extent permitted by this Agreement, no Party is authorised to act as agent for any other Party for any purpose and shall not on behalf of any other Party enter into any contract, warranty, or representation as to any matter. Nothing in this Agreement shall create, imply or evidence any partnership or joint venture between the Parties.

- 13.3 Each Party shall indemnify the other Parties and their employees, agents and contractors against any and all expenses, liabilities, losses, claims, damages and proceedings, arising from: (i) complaints about the Project as a whole, or any other complaint; or (ii) any negligent act or omission, wilful default or fraud, arising in connection with the performance of this Agreement, provided that the same shall be due to the negligent act(s) or omission(s), wilful default or fraud of the relevant Party, its employees, agents or contractors.
- 13.4 Each Party, in respect of any claim for which it will seek indemnity from another Party within the terms of the Agreement, shall:-
- 13.4.1 as soon as reasonably practicable after becoming aware of the claim, provide the other Parties with reasonable details of it and thereafter provide the other Parties, in a timely manner, with such information relating to the claim as may reasonably be requested from time to time by the other Parties;
  - 13.4.2 not make, and use its reasonable endeavours to procure that there is not made, any admission of liability, except with the prior written consent of the other Parties, such consent not to be unreasonably withheld or delayed;
  - 13.4.3 keep the other Parties reasonably informed of all material developments relating to, and regularly informed of, the progress of the claim;
  - 13.4.4 use its reasonable endeavours to procure that the handling of the claim, including without limitation any resistance of or defence to it, is carried out and conducted in all material respects in accordance with such reasonable written directions as may be given by the other Parties; and
  - 13.4.5 not settle or compromise the claim, and procure that the claim is not settled or compromised, except with the prior written consent of the other Parties, which consent shall not be unreasonably withheld or delayed.

## **14 LIMITATION AND EXCLUSION OF LIABILITY**

- 14.1 Nothing in this Agreement will limit or exclude the liability of each Party in respect of death or personal injury arising out of its negligence or for its fraud.
- 14.2 Subject to Clause 14.1, in no circumstances will any Party be liable to the other Parties for any loss of business, revenue, profits, anticipated savings or goodwill (in each case whether direct or indirect and even if such loss was reasonably foreseeable or any Party had been advised of the possibility of a Party suffering or incurring same) or for any indirect, special or consequential loss arising out of or in connection with this Agreement.
- 14.3 Subject to Clause 14.1, the aggregate liability of any Party under this Agreement, whether in contract, delict or otherwise, shall not exceed the amount of funding made available to it under this Agreement.

## **15 TERMINATION**

- 15.1 If they unanimously agree to do so, the other Parties may treat any Party as having withdrawn from the Project with immediate effect by giving notice to that Party if:
- 15.1.1 that Party is in breach of any provision of this Agreement (including an obligation to make payment) and (if it is capable of remedy) the breach has not been remedied within 60 days after receipt of written notice specifying the breach and requiring its remedy; or
  - 15.1.2 that Party becomes insolvent, or if an order is made or a resolution is passed for its winding up (except voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed over the whole or any part of its assets, or if it makes any arrangement with its creditors.
- 15.2 Any Party may withdraw from the Project, at any time during the Period, subject to the prior written consent of the other Parties, which consent shall not be unreasonably withheld or delayed.
- 15.3 If a Party withdraws in accordance with Clause 15.2 or is treated as having withdrawn from the Project in accordance with clause 15.1, the other Parties will use reasonable endeavours to reallocate the obligations of that party under this Agreement and under the Funding Conditions amongst themselves or to a third party acceptable to the remaining parties and the NERC, provided that that third party agrees to be bound by the terms of this Agreement and the Funding Conditions.
- 15.4 A Party that withdraws in accordance with Clause 15.2 or that is treated as having withdrawn from the Project in accordance with clause 15.1 may not recover from any of the other Parties any of its costs incurred in connection with the Project to the extent that those costs were incurred after the date of its withdrawal.
- 15.5 No additional person may become a party to this Agreement without the written agreement of all of the then existing parties to this Agreement and the NERC.
- 15.6 Withdrawal or termination pursuant to this Clause 15 will be without prejudice to any rights or remedies that any Party may have under this Agreement or at law and will not affect any accrued rights or liabilities of any Party. Notwithstanding any other provision of this Agreement in the event of withdrawal from or termination of this Agreement for whatever reason, the provisions of this Agreement which expressly or by implication are intended to come into or remain in force on or after its termination shall survive such termination or withdrawal and shall continue in full force and effect in accordance with its terms.

## **16 FORCE MAJEURE**

- 16.1 Any delay or failure by any Party in performance under this Agreement shall be excused if and to the extent that such delay or failure is caused by occurrences beyond such Party's control including but not limited to, acts of God, decrees or restraints of government, strikes, labour disputes, war, fire, riot, sabotage, terrorism and any other cause or causes whether similar or dissimilar to those

already specified which cannot reasonably be controlled by such Party provided that any such Party:-

- 16.1.1 shall promptly give notice in writing to the other Parties of the reason for such delay or failure to perform; and
- 16.1.2 shall use reasonable endeavours to avoid, eliminate or overcome such cause and shall resume performance of its obligations as soon as reasonably possible. Such performance shall be so excused for the period during which such inability of the Party to perform is so caused but for no longer period and shall be remedied as far as possible with all reasonable despatch. Any time period for performance shall be extended by a period equal in duration to any period during which such performance is excused by this Clause 16.

## **17 GENERAL**

- 17.1 This Agreement is personal to each of the Parties (and each of their legal successors) and no Party shall be entitled to assign sub-licence, delegate or transfer any or all its rights or obligations (either in whole or in part) under this Agreement without the prior written consent of all of the other Parties.
- 17.2 This Agreement constitutes the entire agreement and understanding of the Parties relating to its subject matter and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of this Agreement. Each of the Parties acknowledges and agrees that it does not enter into this Agreement on the basis of and does not rely, and has not relied upon, and will have no remedy in respect of, any statement or representation or warranty or other provision made, given or agreed to by the other Parties to this Agreement (whether negligently or innocently made) except those expressly set out in or repeated or referred to in this Agreement and the only remedy available in respect of any misrepresentation or untrue statement made to it will be a claim for breach of contract under this Agreement. Accordingly, each of the Parties hereby waives any and all other remedies available to it at law (whether under statute, common law or otherwise) in respect of any such misrepresentation or untrue statement. Nothing in this Agreement will operate to limit or exclude liability for any fraudulent misrepresentation, statement or act.
- 17.3 If any provision of this Agreement is, for any reason, held to be unenforceable, illegal or otherwise invalid in any way, the unenforceable illegal or invalid provision will not affect any other provisions of this Agreement which will continue in full force and effect.
- 17.4 This Agreement shall not be capable of being varied, modified, altered or substituted, except by prior written agreement of all of the Parties.
- 17.5 No forbearance, delay or indulgence by any of the Parties in enforcing any of the provisions of this Agreement will prejudice or restrict the rights of that Party or those Parties, nor will any waiver of its or their rights operate as a waiver of any subsequent breach. No right, power or remedy conferred in this Agreement on, or reserved for, any of the Parties is exclusive of any other right, power or remedy available to that Party or those Parties.

## 18 NOTICE

Any notice required to be served on the Parties hereunder or in connection with the Agreement shall be in writing and shall be served by recorded delivery marked for the attention of the following designated individuals:

In the case of notices served upon:	Mark for the attention of:
St Andrews	Head of Research Business Development and Contracts The Gateway, North Haugh University of St Andrews, St Andrews KY16 9RJ Email: <a href="mailto:busdev@st-andrews.ac.uk">busdev@st-andrews.ac.uk</a>
Aberdeen	Dr Elizabeth Rattray, Director – Research & Innovation, University of Aberdeen, University of Aberdeen, University Office, King's College, Regent Walk, Aberdeen AB24 3FX <a href="mailto:e.rattray@abdn.ac.uk">e.rattray@abdn.ac.uk</a>
Napier	Professor Jessie Kennedy – Dean of the Research and Innovation Office, Edinburgh Napier University, Merchiston Campus, Colinton Road Edinburgh EH10 5DT <a href="mailto:J.Kennedy@napier.ac.uk">J.Kennedy@napier.ac.uk</a>
Heriot-Watt	Derek Brown. Research & KT Contracts Manager, Legal Services, Heriot-Watt University, Riccarton, Edinburgh, EH14 4AS <a href="mailto:d.g.brown@hw.ac.uk">d.g.brown@hw.ac.uk</a>
UHI	Senior Legal Services Officer, University of the Highlands and Islands, Executive Office, Ness Walk, Inverness IV3 5SQ <a href="mailto:legal.services@uhi.ac.uk">legal.services@uhi.ac.uk</a>
Stirling	Director of Research & Innovation Services, Contracts Manager, Stirling University, Stirling, FK9 4LA <a href="mailto:john.rogers@stir.ac.uk">john.rogers@stir.ac.uk</a> with a copy to <a href="mailto:contracts@stir.ac.uk">contracts@stir.ac.uk</a>
Strathclyde	Paul Tyler, Contracts Manager, Strathclyde University, 16 Richmond Street, Glasgow, G1 1XQ <a href="mailto:Paul.Tyler@strath.ac.uk">Paul.Tyler@strath.ac.uk</a>
UWS	Helen Kennedy, Research Contracts, University of West Scotland, High Street, Paisley PA1 2BE <a href="mailto:researchservices@uws.ac.uk">researchservices@uws.ac.uk</a>

Any such notice posted as aforesaid shall be deemed to have been received three (3) days after the date it was posted and, in proving service, it shall be sufficient to show that such notice was sent by recorded delivery letter properly addressed and stamped.

## 19 COMPLIANCE WITH LAWS

19.1 The Parties will comply with all applicable laws, statutes, regulations including those relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and the Modern Slavery Act 2015 and shall;

19.1.1 promptly report to the Lead Party any request or demand for any undue financial or other advantage of any kind received by the Parties in connection with the performance of this Agreement; and

- 19.1.2 immediately notify the Lead Party (in writing) if a foreign public official becomes an officer or employee of the Parties and the Parties warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of this Agreement); and
- 19.1.3 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.
- 19.2 For the purpose of this Clause 19, 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.
- 19.3 Each Party represents and warrants that at the date of this agreement neither the Party nor any of its officers, employees or other persons associated with it:
- 19.3.1 has been convicted of any offence involving slavery and human trafficking; and
- 19.3.2 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.
- 19.4 The Parties shall:
- 19.4.1 not engage in any activity, practice or conduct which would constitute either:
- 19.4.1.1 a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or
- 19.4.1.2 a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017;
- 19.4.2 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 19.4.1.
- 19.5 Each Party shall, at its own expense, ensure that it complies with and assists the other Parties to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data, including, without limitation, (i) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, and (ii) the Data Protection Act 2018.

## 20 PUBLICATIONS

- 20.1 The Parties will collectively develop an overall publication and dissemination strategy with regard to publications resulting from the Project. The Parties shall be entitled to publish articles relating to the Project and the Foreground IPRs in journals, magazines or other professional publications, or to present papers relating to the Project or the Foreground IPRs at seminars or conferences, or on the world-wide web. Prior to any publishing or presentation, such Party (the "**Publishing Party**") shall forward a copy of the proposed text thereof to any Party whose Confidential Information is contained in the proposed publication (the "**Reviewing Party**") for review. The Reviewing Party/Parties shall have a period of thirty (30) days from the date of posting of said text in which to intimate, in writing, to the Publishing Party that such text contains either Confidential Information or commercially sensitive information belonging to the Reviewing Party, or that the Reviewing Party wishes to initiate any intellectual property protection procedures. In the event of any Reviewing Party intimating that the text contains either Confidential Information or commercially sensitive information belonging to that Party, the Publishing Party shall not publish such Confidential Information and/or commercially sensitive information. In the event of a Reviewing Party intimating that it wishes to initiate an intellectual property protection procedure, the Publishing Party shall refrain from publishing or presenting the relevant text for a period of up to ninety (90) days (or such other period as may be agreed by the relevant Parties), to allow such protection to be pursued. In the event that any of the Reviewing Parties have received the text and the Publishing Party has received no intimation within the said thirty (30) days, the Publishing Party shall be free to publish and/or present the appropriate text. All publications shall acknowledge the NERC and the Parties.
- 20.2 The Parties warrant and represent that they will for the duration of the Period implement and maintain effective internal policies and procedures to ensure the redaction of any Foreground IPRs and Confidential Information from any proposed publication by a student of that Party.
- 20.3 Subject to clause 20.2, nothing in this Agreement shall prevent (a) any matriculated student of a Party from submitting a thesis based on the Project or work done in connection with the subject matter of the Project for a degree of that Party; (b) the examination of such thesis by examiners appointed by such Party in accordance with such Party's standard terms for such appointments (which for the avoidance of doubt shall include appropriate undertakings of confidentiality); or (c) the deposit of the thesis in such Party's library in accordance with that Party's standard procedures (which shall include provisions placing such thesis in the public domain no more than five years after the date on which it was deposited).
- 20.4 The provisions of this Clause 20 shall not apply to any information which is or has become publicly known through no fault attributable to the Publisher.

## 21 COUNTERPARTS

- 21.1 This Agreement may be executed in any number of counterparts and by all of the parties on separate counterparts.



21.2 If executed in counterparts:

21.2.1 this Agreement shall not take effect until all of the counterparts have been delivered;

21.2.2 each counterpart will be held as undelivered for the purposes of The Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 until the parties agree a date ("the agreed date") on which the counterparts are to be treated as delivered; and

21.2.3 the agreed date will be inserted on page 1 of this Agreement.

**22 LAW AND DISPUTE RESOLUTION**

22.1 The Agreement shall be governed by and construed in accordance with the laws of Scotland.

22.2 If any dispute arises between the Parties they will in good faith attempt to negotiate a settlement but if unsuccessful they will in good faith attempt a resolution through an alternative dispute resolution procedure failing which each Party hereby submits to the exclusive jurisdiction of the Scottish courts.

IN WITNESS WHEREOF these presents consisting of this and the preceding seventeen (17) pages together with the Schedule in three parts are executed by the Parties hereto as follows and, if executed in counterpart in terms of the Legal Writings (Counterpart and Delivery) (Scotland) Act 2015, is delivered for the purposes of that Act on the date set out on page 1 of this Agreement.

For and on behalf of **ST ANDREWS**

at

on the            day of            2019

By:

-----

**AUTHORISED SIGNATORY**

witness signature -----

witness full name -----

witness address -----

For and on behalf of **ABERDEEN**

at

on the            day of            2019

By:

-----

**AUTHORISED SIGNATORY**

witness signature -----

witness full name -----

witness address -----

For and on behalf of **NAPIER**

at

on the            day of            2019

By:

-----

**AUTHORISED SIGNATORY**

witness signature -----

witness full name -----

witness address -----

For and on behalf of **HERIOT-WATT**

at

on the            day of            2019

By:

-----

**AUTHORISED SIGNATORY**

witness signature -----

witness full name -----

witness address -----

For and on behalf of **UHI**

at

on the            day of            2019

By:

-----

**AUTHORISED SIGNATORY**

witness signature -----

witness full name -----

witness address -----

For and on behalf of **STIRLING**

at

on the            day of            2019

By:

-----

**AUTHORISED SIGNATORY**

witness signature -----

witness full name -----

witness address -----

For and on behalf of **STRATHCLYDE**

at

on the            day of            2019

By:

-----

**AUTHORISED SIGNATORY**

witness signature -----

witness full name -----

witness address -----

For and on behalf of **UWS**

at

on the            day of            2019

By:

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**AUTHORISED SIGNATORY**

witness signature -----

witness full name -----

witness address -----

This is the Schedule referred to in the foregoing Collaboration Agreement among the University Court of the University of St. Andrews, the University Court of the University of Aberdeen, the Court of Edinburgh Napier University, Heriot-Watt University, University of the Highlands and Islands, the University of Stirling, the University of Strathclyde and Court of the University of West Scotland

## **SCHEDULE**

### **PART 1 – PROPOSAL**

Part 1A –

Proposal – please see attached.

## Part 1B -

Doctoral level postgraduate research students from the Scottish Universities Partnership for Environmental Research ("SUPER") consortium taking part in the SUPER Graduate School will also register on a postgraduate certificate administered by the University of Strathclyde (UoS).

UoS will create a specific postgraduate programme award for the SUPER Graduate School. The full title of the award shall be: 'Postgraduate Certificate in Researcher Professional Development for Environmental Research (shortened to 'SUPER PG Cert').

**The University of Strathclyde** agrees to deliver the following services on behalf of the SUPER Consortium, and the SUPER Graduate School:

- SUPER students will formally register on the SUPER PG Cert., as University of Strathclyde students.
- Registration will provide SUPER students with access to UoS services relevant to the completion of the SUPER PG Cert., including student record services, student lifecycle services, IT services, Virtual Learning Environment services. This includes access to online training courses offered by the Researcher Development Programme.
- SUPER students will have access to academic support through the PG Cert RPD course co-ordinator, who will act as an advisor of studies, and administrative support through the Professional Development Administrator.
- The PG Cert RPD course co-ordinator will help individual students and the SUPER Graduate School map any training activities or opportunities available through the SUPER Graduate School or other appropriate avenue to the learning outcomes of the SUPER PG Cert.
- The PG Cert RPD course co-ordinator/advisor of studies will provide individual SUPER students with academic advice and feedback within a maximum of two weeks of a student submitting an activity for approval; general email enquiries will be responded to within 5 working days.
- The PG Cert RPD course co-ordinator will provide the SUPER Graduate School with a quarterly summary of progress, and an annual overview of progress in May each year.
- The PG Cert RPD course co-ordinator will be responsible for the marking of the SUPER PG Cert., assessments.
- The UoS will organise a Board of Examination, including an external examiner, to approve completed assessments and to award the SUPER PG Cert. The Board of Examination will sit twice a year.
- The UoS will deliver awarded certificates by mail.
- The UoS will not provide any content for the SUPER PG Cert., other than in its capacity as a consortium member contributing to the SUPER Graduate School, or through remotely-accessed online training from the Researcher Development Programme.

**The SUPER Graduate School** (managed by the MASTS Directorate) will facilitate the administration of the SUPER PG Cert., by agreeing to the following:

- The SUPER Graduate School will identify and publish a SUPER-specific training programme that highlights appropriate provision from consortium partners.
- SUPER students will not be required to attend UoS for any SUPER PG Cert., training content, as defined by the SUPER Graduate School.

- The SUPER Graduate School will provide details of the SUPER students that will register on the SUPER PG Cert., and update UoS on any changes to the registration status of a student's primary doctoral level postgraduate research degree programme that would affect the student's registration on the SUPER PG Cert.
- A SUPER student will only be able to receive the SUPER PG Cert., if all formal assessment criteria were met before the student exited their primary doctoral level postgraduate research degree programme.
- Staff at the awarding institution for the primary doctoral level postgraduate research degree programme will not be required to have any input to the SUPER PG Cert.
- UoS will not be responsible for any visa or the UKVI (or equivalent agency) checks as this is the responsibility of the awarding institution for the primary doctoral level postgraduate research degree programme.
- The SUPER Graduate School will pay the fee for the SUPER PG Cert., on behalf of each student, as detailed in the fee schedule approved by the UoS Fee Strategy Group.

**PART 2 – FUNDING CONDITIONS**

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### PART 3 – BUDGET

NERC have, in principle, allocated funding for 60 studentships but only agree the actual number of studentships to be allocated annually and this could therefore be subject to change. Under the agreed SUPER DTP funding model, all partner HEIs and collaborating partners contribute to the cost of specific studentships, thus increasing the overall budget and the number of studentships that can be supported.

#### **Invoicing**

In accordance with the terms of clause 5 of the Agreement, payment shall be made subject to receipt of a valid invoice from the Party to the Lead.

Invoices should be identified against a specified SUPER DTP Studentship and should quote the relevant HEI Account Code. HEI Account Codes will be provided by the SUPER DTP Secretariat.

All invoices should be sent by email to: [superdtp@st-andrews.ac.uk](mailto:superdtp@st-andrews.ac.uk) and to Tanya Harkins: [th56@st-andrews.ac.uk](mailto:th56@st-andrews.ac.uk)

Invoices:

**Student stipend and fees:** Invoice due every six months (first invoice due 1<sup>st</sup> April 2020)

**Research Training Support Grant:** Invoice due annually on the anniversary of the studentship start date (separate invoice for each student required)