**PHD@WORK STUDENTSHIP AGREEMENT**

THE UNIVERSITY OF STRATHCLYDE incorporated by Royal Charter and having its principal office at 16 Richmond Street, Glasgow, G1 1XQ, Scotland (the “University”); and

**[ Insert full name of company ]** incorporated with Company Number [insert registered number] and whose registered office is at [insert address of registered office] (“the Company”); and

**[ Insert name of Student ]** residing at [ insert Student’s address ] (“the Student”)

(together referred to as “the Parties” and each of them being “a Party”)

WHEREAS

(A) The Company wishes to make a financial contribution in support of the costs of a postgraduate studentship project (“the Project”) to be undertaken by the Student at the University.

(B) The Student is and is expected to remain an employee of the Company for the duration of the studentship.

It is hereby agreed as follows:

1.1 The University will undertake academic supervision of the Student and the Project in accordance with the University’s academic statutes.

* 1. The details of the Project are as follows:

|  |  |
| --- | --- |
| Academic Supervisor: |  |
| Project Title: |  |
| Project Description: |  |
| Project Start Date: |  |
| Project End Date: |  |

* 1. The Company’s financial support of the Project shall be paid as follows:

|  |  |
| --- | --- |
| 1st October 2024 |  |
| 1st October 2025 |  |
| 1st October 2026 |  |
| 1st October 2027 |  |
| 1st October 2028 |  |
| 1st October 2029 |  |
| Total contribution: |  |

Figures in the table above are stated net of any applicable VAT, which shall be payable in addition. All figures after the first instalment are based on the University’s current fee rates, and the actual amounts payable will reflect the then current UKRI published doctoral fee rates.

Company Reference to be Quoted on University Invoices: [ insert company reference ] including Purchase Order Number if applicable.

Invoice to be sent to: [ insert name of recipient ]

E-mail: [ insert email address of recipient ]

The Company’s VAT registration number is [ insert number ]

Payment of the University’s invoices is due within 30 days of issue.

2. Project progress will be updated at meetings of the Academic Supervisor, the Company and the Student at quarterly intervals, or as otherwise agreed by the University and the Company.

3. On completion of the Project, the Company will receive a copy of the submitted Student thesis.

4.1 The Student is expected to remain an employee of the Company for the duration of the Project, and accordingly, the University’s sole responsibility shall be to provide academic supervision, facilities and support in accordance with the University’s academic statutes and, except as set out in clause 4.2 below, shall have no further liability in respect of the conduct of the Project or any deliverables or outcomes of the Project.

4.2 Nothing in this Agreement is intended to exclude or limit in any way the University’s liability for intentional wrongdoing or the University’s statutory liability in respect of death or personal injury caused by the University’s negligence or any other liability that cannot, by law, be excluded or limited.

5.1 This Agreement may be terminated by any Party by giving notice to the other Parties (i) in the event of the Student no longer being employed by the Company, or (ii) if another Party commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of forty five (45) days after being requested in writing to do so.

5.2 This Agreement may be terminated by the University or the Student immediately by notice in writing if the Company ceases to do business, becomes or is deemed insolvent, has a receiver, liquidator, manager, administrator, administrative receiver or similar officer appointed in respect of the whole or any part of its assets or business (or is the subject of a filing with any court for the appointment of any such officer), makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction), or any equivalent or similar action or proceeding is taken or suffered in any jurisdiction.

5.3 In the event of this Agreement terminating (other than by reason of a breach of its terms or the University’s academic regulations by the Student), the Student may remain registered as a student of the University for the remainder of the academic year in respect of which they have registered and fees have been paid. No refund of tuition fees already paid will be made.

6.1 In the course of undertaking the Project, the parties acknowledge the likelihood of each sharing with the others sensitive, proprietary or commercially valuable information which is, or which should reasonably be expected to be, of a confidential nature ("Confidential Information"). Each Party undertakes in respect of the Confidential Information which it receives from another Party to keep all such Confidential Information confidential, use it only for the purposes of the Project, and not share it with any third party.

6.2 The obligations contained in Clause 6.1 shall survive the expiry or termination of this Agreement for a period of 5 years but shall not apply to any Confidential Information which (i) is or subsequently enters the public domain other than through a breach of this Agreement, (ii) the receiving Party can demonstrate to have been independently developed by it or received from another party free of any obligation of confidence, or (iii) is required to be disclosed by law or any regulatory authority or agency.

7.1 Nothing in this Agreement shall transfer ownership or create any right by way of licence to use a party’s intellectual property except for the conduct of the Project and for no other purpose.

7.2 Intellectual property created in the course of the Project by the Student shall be owned by the Company.

8.1 Nothing in this Agreement shall prevent or hinder the Student from submitting a thesis based on results generated within the scope of the Project, or from following the University’s procedures for examination and for admission to postgraduate degree status.

8.2 The University’s procedures for examination of a postgraduate thesis require the appointment of an External Examiner who will have sight of an unredacted copy of the thesis submitted for examination. Where this will entail sharing the Company’s Confidential Information, the University will support putting a confidentiality agreement in place with the External Examiner.

8.3 In the event that the Student’s thesis contains Confidential Information of the Company, the Company may by written notice to the University within thirty (30) days of receipt of the draft thesis, require that the thesis be kept confidential for a moratorium period of up to two (2) years. Prior to the end of that 2 year period, the Company may request the extension of the moratorium by a further period of up to three years, which request will be considered and determined by the University’s Quality Assurance Committee. Upon the expiry of the 2 year period, or any granted extension thereof, the thesis may be put in the public domain.

9.1 The Parties hereby acknowledge the importance to the University of academic publication. All proposed publications by the University arising from the Project (other than the Student’s thesis) shall be submitted in writing to the other of the Company for review at least thirty (30) days before submission for publication or before presentation, as the case may be.

9.2 The Company may require the deletion or amendment of any reference to its Confidential Information in the proposed publication or require the delay of the publication where necessary in order to seek patent or similar protection.

9.3 If no notification from the Company pursuant to Clause 9.2 is received within the thirty (30) day period, the University shall be free to publish the proposed publication.

9.4 Notwithstanding the foregoing, the University may make certain information relating to the Project public in accordance with usual academic principles. Such information may include the provision of knowledge transfer and / or impact metrics to any co-funders of the Project and other relevant bodies and may include, but not be limited to, a brief outline of the Project including reference to the Company together with any outcomes and impacts generated therefrom. In addition, the University shall be allowed to use the subject matter of the Project and the Company’s participation therein as a case study in the University’s marketing material.

10.1 The Parties shall procure that in collaborating on the Project they will comply with all applicable laws and regulations, including but not by way of limitation the Equality Act 2010, the Modern Slavery Act 2015, the Human Trafficking and Exploitation (Scotland) Act 2015, the Bribery Act 2010, the Data Protection Act (2018) and Regulation (EU) 2016/679 and all other applicable laws, regulations and statutes and other analagous legislation. Any breach of this clause by a Party shall not relieve the other Parties of their obligations hereunder, including in relation to obligations of confidence.

10.2 Notwithstanding the generality of clause 10, the Parties shall comply with all laws, rules and regulations including, without limitation, all UK and foreign export and anti-corruption laws and regulations. It is hereby acknowledged and agreed that each Party’s access to results, information or technology under this Agreement is conditional on the specific understanding and requirement that all applicable UK and foreign export laws and regulations are and will be complied with by that Party. Compliance includes an obligation to ensure that any individual receiving access hereunder who is not a UK citizen or permanent UK resident is not precluded access under applicable UK and foreign export laws and regulations. Each Party further understands and acknowledges their obligations to make a prompt report to each other and appropriate authorities regarding any access to or use of results, information and technology hereunder that may be in violation of applicable UK and foreign export laws and regulations. In addition, the Parties hereby agree that no licensed products, technical data, know-how or other information or assistance furnished by one Party to another pursuant to this Agreement, or any product or revision thereof, shall be re-exported or otherwise used by the other Party or its transferees outside of that Party’s principal domiciliary country, other than in compliance with applicable UK and foreign export laws and regulations . For the avoidance of doubt, if a Party in receipt of any results, information or technology shares any of the foregoing with its affiliates or branches of its own organisation across national borders, or uses servers or storage facilities across national borders to receive or hold the same, the recipient Party shall be solely liable for the sharing and warrants to the providing Party that this is done in compliance with applicable UK and foreign export laws and regulations. These obligations shall survive any satisfaction, expiration, termination, or discharge of this Agreement or any other obligations. For the avoidance of doubt, failure by a Party to comply with the terms of this provision shall constitute a material breach of this Agreement.

10.3. Each Party further agrees to fully comply with the UK National Security and Investment Act 2021 (“NSI Act”), all directly applicable provisions of any notice or order from the Secretary of State under the NSI Act in relation to any asset or entity connected to this Agreement (NSI Notice or Order), and on request of any other Party(ies) provide reasonable assistance to such other Party(ies) in connection with compliance with any NSI Notice or Order. Compliance may require good faith negotiation of any necessary amendments to this Agreement, failing which this Agreement will terminate automatically in accordance with any time period prescribed in a relevant NSI Notice or Order (or where no such time period is stated, within 28 days of the date of the relevant NSI Notice or Order). Where the Parties consider this Agreement meets the criteria for a notifiable acquisition under the NSI Act, both Parties shall assist each other to ensure compliance and completion of the notification. Each Party shall bear their own costs and expenses incurred, except those incurred because a Party has failed to make a mandatory notification where required. Any failure by a Party to comply with this clause shall entitle the other party to give the non-compliant party 30 days’ written notice to terminate the Agreement. Any notification to the relevant UK government department, body or agency under the Act shall not be a breach of clause 6.

11. Neither the University nor the Company shall use the name, crest, logo or registered image of the other in a press release or promotional materials, without the prior written consent of the other; provided however that publication of the sums received from the Company in the University’s annual report and similar publications shall not be regarded as breach of this clause.

12. This Agreement may be executed in any number of counterparts and shall be governed by, and construed in accordance with, Scots Law. The Scottish Courts shall have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with this Agreement.

**IN WITNESS WHEREOF** this Agreement is executed as follows:-

|  |  |  |
| --- | --- | --- |
| for and on behalf of the University |  | for and on behalf of **the Company**  |
| Signed: |  |  | Signed: |  |
| Name: |  |  | Name: |  |
| Title: |  |  | Title: |  |
| Dated: |  |  | Dated: |  |
|  |
|  |  |  |

**Having been advised that this is a legally binding document and been recommended that I take independent legal advice prior to entering into this Agreement**

**I, the Student, confirm that the terms of this Agreement are hereby accepted and agreed**

Signature ………………………………….. Date …………………………..