

HSE xxxxxxxxx Service

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COLLABORATION AGREEMENT

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COLLABORATIVE RESEARCH AGREEMENT

Reference: **[Please Insert department name]** Collaborative Research Award ('.....')

This Agreement dated is between:

(1) **The Health Service Executive (the 'HSE')** represented by the **HSE (the 'HSE Please Insert department name')**, having its registered address at Oak House, Limetree Avenue, Millennium Park, Naas, Co. Kildare;

AND

(2) **University Please Insert name Of Accidmic' ("")** having a business address at **[please insert address]**, Ireland, and any person employed in **[third party if applicable]**. ("Lead Collaborative Partner")

Each a "**Collaborative Partner**" and together the "**Collaborative Partners**".

WHEREAS

1. The HSE **[Please Insert department name]**, wishes the Collaborative Partner(s) to carry out the Project subject to the terms and conditions contained in the Letter of Offer dated (See Schedule 1) and this Collaborative Agreement;
2. **University Please Insert name Of Accidmic' ("")** has accepted the Letter of Offer on behalf of **University Please Insert name Of Accidmic' ("")**.

3. The Collaborative Partners wish to carry out a collaborative research project (the "Project") entitled: "**PLEASE INSERT PROJECT FULL NAME**"
4. The Project objective is to **PLEASE INSERT PROJECT OBJECTIVE** they are incorporated into the Signals work programme ('the Project Work') as defined under Schedule 1 of this Agreement;
5. **University Please Insert name Of Accidmic'** is represented by the Project Lead Applicant Researcher, Professor **PLEASE INSERT NAME** of the **PLEASE INSERT NAME**.
6. The HSE **PLEASE INSERT Department NAME**, is represented by the Project Applicant Knowledge User, **PLEASE INSERT NAME** (**PLEASE INSERT Department NAME**, HSE) and by the Knowledge User Research **PLEASE INSERT NAME**, (**PLEASE INSERT Department NAME**, HSE);
7. The HSE **PLEASE INSERT Department NAME**, name **PLEASE INSERT NAME**, Research Award is a **co-funding scheme** whereby a percentage of the total cost of the Project is funded in-kind by the co-host Lead Applicant Knowledge User who is also collaborating on the Project;
8. The maximum funding awarded by the HSE **PLEASE INSERT Department NAME**, to support the Project is **€xxxxxx (xxx thousand, xxt Hundred]inclusive of Overheads, Euros)**, as set out in Schedule 1 of this Agreement, and is subject to the terms and conditions of the award;
9. The estimated in-kind co-funding provided by the HSE **PLEASE INSERT Department NAME**, to support the Project is **xx%** of **PLEASE INSERT NAME**, as set out in Schedule 2 of this Agreement;
10. **University Please Insert name Of Accidmic'** and the HSE **PLEASE INSERT Department NAME**, wish to collaborate in respect of the Project and **University Please Insert name Of Accidmic'**.
11. **University [Please Insert name Of Accidmic]** understands that statutory requirements under the Freedom of Information (FOI) Act (2014) as amended apply to the HSE **PLEASE INSERT Department NAME** Research Award and both the HSE **PLEASE INSERT Department NAME** and **Please Insert name Of Accidmic'** will comply fully with their responsibilities in this regard.

The Collaborative Partners wish to enter into this Agreement in order to set out their respective rights and obligations under this arrangement.

NOW, therefore, The Collaborative Partners agree as follows:

1. DEFINITION

In this Agreement (and the background recitals above), unless the context requires otherwise or unless otherwise specified, the following words shall have the following meanings:

“**Access Rights**” shall mean access rights to the HSE datasets, and to the HSE Platform, and to the HSE IT environment, and to Information required by **[Please Insert name Of Accidmic]** to perform the tasks as defined under the terms of this Agreement.

“**Agreement**” shall mean the substantive clauses 1 to 18, herein together with the documents appended at Schedules 1, 2, and 3.

“**Background Intellectual Property**” means any Intellectual Property developed, owned, licensed to or otherwise controlled by a Collaborative Partner prior to the Commencement Date or generated by that Collaborative Partner independently of the Project. A list of all Background Intellectual Property as at the date of this Agreement is set out in Schedule 3 to this Agreement.

“**Business Day**” means any day except any Saturday, any Sunday, or any day which is a legal holiday or any day on which banking institutions are authorised or required by Irish law or other Irish governmental action to close;

“**Commencement Date**” shall mean the date of commencement of both the Project and this Agreement as set out in Clause 4.1 of this Agreement.

“**Completion Date**” shall mean the date of completion of both the Project and this Agreement as set out in Clause 4.1 of this Agreement.

“**Confidential Information**” means any and all non-public information, Know-How, data and material of any nature belonging to the Disclosing Party, which has been disclosed by the Disclosing Party to the Receiving Party or any and all information disclosed by either Collaborative Partner to the other pursuant to or in connection with this Agreement, whether orally or in writing, which is expressly marked as confidential or which, if disclosed verbally, is confirmed in writing to be confidential within fourteen (14) days of its disclosure;

“Data Protection Legislation” shall mean all applicable laws and regulations relating to the processing of personal data including, but not limited to:

- i) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation); and
- ii) the Data Protection Acts 1988 to 2018 and the DATA PROTECTION ACT 2018 (SECTION 36(2)) (HEALTHRESEARCH) REGULATIONS 2018 (if applicable) (“HRR”) as amended; and
- iii) any other laws and regulations relating to the processing of personal data and privacy which apply to a Collaborative Partner(s) or any amendments and re-enactments thereof.

“Data Subject” shall have the same meaning as defined in the Data Protection Legislation; by Article 4 of the GDPR;

“Disclosing Party” means the Party disclosing Confidential Information to the Receiving Party in connection with this Agreement;

“Freedom of Information (FOI)” means the Freedom of Information Acts 1998, 2003 and 2014 and any amendments thereunder. The statutory requirements under this Act may include providing access to data if it is within the public interest to so do. The Host Institution must be mindful of FOI requirements in all aspects of the research process including the recruitment of research participants.

‘Force Majeure Event’ means an event or circumstance or combination of events and/or circumstances not within the reasonable control of the Affected Party which has the effect of delaying or preventing that Party from complying with its obligations under this Agreement including, but not limited to, acts of God, war, out-break of disease, insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargoes, explosions, fires, floods, tempests, or failures of supply of electrical power, or public telecommunications equipment or lines, excluding industrial action of whatever nature or cause (strikes, lockouts and similar) occurring either of the Collaborative Partner’s places of business.

“Foreground Intellectual Property” shall mean Intellectual Property generated or developed in the course of the Project and all rights therein. For the

avoidance of doubt, Foreground Intellectual Property shall exclude Background Intellectual Property.

“Intellectual Property” means any and all trademarks, rights in designs, get-up, trade, business or domain names, copyrights, future copyrights, moral rights, patents, rights in databases (whether registered or not and any applications to register or rights to apply for registration of any of the foregoing), rights in inventions, Know-How, trade secrets and other Confidential Information and all other intellectual property rights of a similar or corresponding nature which may now or in the future subsist in any part of the world in relation to the results and research data;

“Know-How” means information, knowledge and experience in the possession or knowledge of the Partners that is not in the public domain;

“Letter of Offer” means the letter and appendices thereto from the HSE to **[Please Insert name Of Accidmic]** dated (to be confirmed) a copy of which is attached as Schedule 1;

“Personal Data” means any Personal Data (as defined in the Data Protection Legislation) Processed by a/the Collaborative Partner(s) in connection with this Agreement, as defined by: and for the purposes of this Agreement includes the special categories of sensitive Personal Data as listed in Article 9(1) of GDPR.;

- i) Section 1 of the Data Protection Act 2018 (as amended);
- ii) Article 4 of the HDPR; and
- iii) Article 9(1) of the GDPR defines special categories of personal data.

“Process or Processing” shall have the same meaning as defined in by Article 4 of the GDPR and Data Protection Legislation.

“Project” shall mean the **[Please Insert Name]** research project awarded to the Collaborative Partners, in accordance with the Letter of Offer as detailed in Schedule 1 of this Agreement

“Receiving Party” means the Party receiving Confidential Information from the Disclosing Party in the course of or in connection with this Agreement.

2. Interpretation Construction

2.1 In this Agreement, unless the context requires otherwise or unless otherwise specified:

- (i) the headings are used for convenience only and shall not affect its interpretation;
- (ii) references to persons shall include incorporated and unincorporated persons;
- (iii) references to the singular include the plural and vice versa; and
- (iv) references to either gender include the other and the neuter;
- (v) references to Clauses and Schedules mean clauses of, and schedules to, this Agreement;
- (vi) references in this Agreement to termination shall include termination by expiry;
- (vii) where the word "including" is used it shall be understood as meaning "including without limitation";
- (viii) time shall be construed by reference to time in Ireland;
- (ix) 'this Agreement' means the Clauses of, and the Schedules to, this Agreement, all of which shall be read as one document; and
- (x) 'business day' shall be construed as a reference to a day (other than a Saturday or Sunday) on which the banks are generally open for business in Ireland;
- (xi) 'writing' shall include a reference to any electronic mode of representing or reproducing words in a visible form; and
- (xii) 'laws' shall include any provision of any constitution, statute, statutory instrument, order, by-law, directive, regulation or decision of any governmental entity and any judicial or administrative interpretation of any of the foregoing, in each case, as amended, revised, modified or replaced from time to time.

2.2 Appended to this Agreement in Schedule 4, and so as to comply with internal HSE requirements, are the Terms as herein defined. Where there is any conflict between Clauses 1 to 18 in the substantive part of this Agreement and

the Terms, this Agreement shall take precedence and the terms of this Agreement shall prevail. For the avoidance of doubt it is hereby agreed that clause 23 (indemnity) of the Terms at Schedule 4 shall not apply to this Agreement. Schedule 4 shall become redundant during the lifetime of the Project and notice of such redundancy shall be communicated in writing by the HSE to the contacts listed in clause 18.11 of this Agreement. Upon the issue of such redundancy written notice by the HSE, the Collaborative Partners shall consider Schedule 4 to be severed from this Agreement.

2.3. Certain Rules of Construction dis-applied: If any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Collaborative Partners and no presumption or burden of proof shall arise favouring or disfavouring any Collaborative Partner by virtue of the authorship of any of the provisions of this Agreement.

3. Object of Agreement and structure of collaboration

3.1 The Collaborative Partners shall carry out the Project in accordance with the work set out in the Letter of Offer, as set out in Schedule 1 to this Agreement;

3.2 The Collaborative Partners shall commence the performance of the Project Work promptly following the Commencement Date, and shall use their reasonable endeavours to carry out the Project in accordance with the requirements set out in Schedules 1 of this Agreement, and shall devote the time of suitable qualified personnel in its full time employ for this purpose.

3.3 The Collaborative Partners will use reasonable endeavours to achieve a satisfactory outcome of the Project;

3.4 The Collaborative Partners warrant that they each shall at all times comply with the Data Protection Legislation and any guidance issued by the Data Protection Commissioner in relation to any Personal Data which is collected, stored or otherwise held arising out of the Project;

4. Project Duration

4.1 The Project shall be carried out from TBC --/--/202X ("Commencement Date") until --/--/202X ("Completion Date"), or such later date as may be agreed between the Collaborative Partners and approved under the terms of the **PLEASE INSERT NAME 202X** research award Letter of Offer as set out in Schedule 1 to this Agreement.

5. Value, Payments and Financial Records

5.1 All amounts stated are to be paid in Euro.

5.2 Disbursement of funding to **[Please Insert name Of Accidmic]** as the Collaborative Partner will be managed by the HSE **[PLEASE INSERT DEPARTMENT NAME]** as set out in Schedule 1 **[PLEASE INSERT NAME]** Letter of Offer' and subject to the performance by the Collaborative Partners of their obligations under such Schedule 1;

5.4. **[Please Insert name Of Accidmic]** as the Collaborative Partner shall maintain separate financial records for the Project to account for all costs or income relating to the Project.

5.6 **[Please Insert name Of Accidmic]** shall make its accounts in respect of the Project available to the HSE **[PLEASE INSERT DEPARTMENT NAME]** upon written request and in such format and according to such time frames as the HSE **[PLEASE INSERT DEPARTMENT NAME]** may reasonably require.

6. Intellectual Property

6.1 The Collaborative Partners have listed in Schedule 3 their Background Intellectual Property which they will make available for the Project ("Introduced Background IP"). Introduced Background IP will remain the property of the Collaborative Partner introducing same.

6.2 Each party, save where expressly set out otherwise within this Agreement, shall retain all right and title to and interest in its own Background IP. Such Background IP shall remain the sole property of the party who owned, acquired or developed such intellectual property prior to entering into this Agreement. Nothing in this Agreement shall affect ownership of any Background IP. No other licence to use Background IP is granted or implied by this Agreement except for the rights expressly granted herein at Clause 6.3.

6.3 The Collaborative Partners hereby grant each other a royalty-free, non-exclusive licence to use Introduced Background IP during the term of the Project solely for the purpose of and to the extent necessary for conducting the Project. For the avoidance of doubt, the receiving Collaborative Partners may not use the providing Collaborative Partner's Introduced Background IP for any other purpose whatsoever. The receiving Collaborative Partner shall return all documents pertaining to the providing Collaborative Partner's Introduced Background IP and copies thereof to the providing Collaborative Partner within two (2) months of the termination of the Project.

6.4 In the event that Introduced Background IP is necessary to commercially exploit Foreground Intellectual Property then the introducer of such Introduced Background IP shall grant to the commercialising Collaborative Partner an option to negotiate a royalty-bearing, non-exclusive licence but only to the extent necessary to commercialise the Foreground Intellectual Property, and only in conjunction with and as an integral component of the Foreground Intellectual Property, on fair, equitable and non-discriminatory commercial terms and subject to agreement on all licence terms and subject to the owning Collaborative Partner being contractually free to do so.

6.5 All right, title and interest in and to Foreground Intellectual Property created solely by employees, contractors, consultants or agents of one Collaborative Partner ("Sole Foreground IP") shall be owned by that Collaborative Partner, and the Collaborative Partner concerned shall be solely responsible for the protection and commercial exploitation of its Sole Foreground IP.

6.6 **[Please Insert name Of Accidmic]** hereby grants the HSE, and the HSE hereby grants to **[Please Insert name Of Accidmic]** a royalty-free, non-exclusive licence to use **[Please Insert name Of Accidmic]** Foreground IP and the HSE Foreground IP respectively, solely for the purpose of conducting the Project. Use of such Sole Foreground IP outside of the Project shall be subject to a separate agreement between the Collaborative Partners.

6.7 All Intellectual Property generated by **[Please Insert name Of Accidmic]** and the HSE during the course of the Project ("Joint Foreground IP") and worldwide patent rights and copyrights arising therefrom shall be jointly-owned by **[Please Insert name Of Accidmic]** and the HSE. Each Collaborative Partner hereby grants the other Collaborative Partners a royalty-free non-exclusive licence to use the other Collaborative Partners' share in Joint Foreground IP for non-commercial purposes only, such as teaching and research. On a case-by-case basis and in any event in advance of any commercial use of Joint Foreground IP, **[Please Insert name Of Accidmic]** and the HSE shall conclude a Joint IP Sharing Agreement which shall include terms including appointing one Collaborative Partner to manage the protection and commercial exploitation of the Intellectual Property on behalf of the Collaborative Partners, and shall agree the relative shares in benefits accruing from Joint Foreground IP based on the relative contributions of the Collaborative Partners.

6.8 In the event that Foreground Intellectual Property owned by a non-commercialising Collaborative Partner is necessary to commercially exploit

Foreground Intellectual Property owned by the commercialising Collaborative Partner(s) then the non-commercialising Collaborative Partner owner shall grant to the commercialising Collaborative Partner(s) an option to negotiate a royalty-bearing, non-exclusive licence to the non-commercialising Collaborative Partner's Foreground Intellectual Property but only to the extent necessary to commercialise the commercialising Collaborative Partner's Foreground Intellectual Property, and only in conjunction with and as an integral component of the commercialising Collaborative Partner's Foreground Intellectual Property, on fair, equitable and non-discriminatory commercial terms and subject to agreement on all licence terms and subject to the owning Collaborative Partner being contractually free to do so.

6.9 If any Party suspects or detects any infringement of any of the Intellectual Property, or any misappropriation or misuse of the Know-How, research data, Personal Data or Confidential information in relation to the Project, such Party shall promptly notify the other, giving full details which are within the informing Party's knowledge with respect to same.

7. Access Rights

7.1 Access Rights as defined in Clause 1 of this Agreement, will be granted by the **[Please Insert name]** and will be managed by HSE will always be subject to the terms of this Agreement;

7.2 Granting and activation of Access Rights to **[Please Insert name Of Accidmic]** researchers by the HSE **[Please Insert name]** require:-

(i) The activation of a HSE dedicated virtual Machine and the issue of a HSE security certificate; and

(ii) The issue by the HSE of individual login and password credentials for **[Please Insert name Of Accidmic]** researchers; and

(iii) The **[Please Insert name Of Accidmic]** researchers to solely use the Project dedicated Laptop provided by the HSE

and to provide all information that may be required by the HSE **[Please Insert name]** to grant and activate their Access Rights;

7.3 Access Rights granted to the **[Please Insert name Of Accidmic]** researchers will:-

(i) Be temporary, and for the sole purpose of performing the Project as defined under this Agreement; and

(ii) Always be subject to **[Please Insert name Of Accidmic]** fulfilling its obligations under this Agreement.

8 Data Protection

8.1 Each Collaborative Partner shall comply with Data Protection Legislation Laws as it applies to it in relation to Personal Data processed by it (if any) in connection with the Project and the performance of this Agreement;

8.2 To the extent that any Personal Data is Processed in the Project, this must be expressly notified in advance by the Collaborative Partner proposing to disclose same and the relevant Collaborative Partners shall thereafter be obliged to enter into an appropriate separate agreement in compliance with the Data Protection Legislation Laws prior to disclosure;

8.3 Notwithstanding the above, and for the avoidance of doubt, the Parties agree that for the purposes of the Project and executing this Agreement, Personal Data of the Parties' employees data ("Business Data") may be shared by the Parties which may include individual employee names, business telephone number, postal address and email address.

9 Project Tasks and Processing of Information

9.1 The HSE and **[Please Insert name Of Accidmic]** hereby agree that **[Please Insert name Of Accidmic]** will perform certain Project Work as defined under Schedule 1 of this Agreement;

9.2 Upon the activation of the Access Rights, HSE confirms that **[Please Insert name Of Accidmic]** will be provided with all access, protocols and tools required to perform the Project Work;

9.3 The HSE and **[Please Insert name Of Accidmic]** hereby agree that Processing of Information by **[Please Insert name Of Accidmic]** will solely use HSE in-house web-based technology of the HSE IT environment;

9.4 **[Please Insert name Of Accidmic]** shall ensure that all of their employees involved in the Project, will treat any and all HSE information accessed as confidential and will at all times keep confidential all information and shall not use any such confidential information other than for the purposes of fulfilling the terms of this Agreement.

10 Confidentiality

10.1 The Collaborative Partners agree to use each other's Confidential Information solely for the purpose of conducting the Project and agree not to disclose, divulge or communicate any Confidential Information to any third party without prior written consent of the disclosing Collaborative Partner(s);

10.2 The receiving Collaborative Partner(s) Receiving Party :-

(i) Agree to take the necessary precautions for the prevention of unauthorised access to, unauthorised disclosure of, or other unauthorised processing of Information;

(ii) Not use the Information directly or indirectly for any purpose other than in connection with the performance of the Project under this Agreement;

(iii) Undertakes to treat as strictly confidential and not to divulge to any other third party, in whole or in part, any information, reports, technical knowledge, know-how, experience, data and business background of a secret and confidential nature relating to the Project Information furnished to them or otherwise acquired or disclosed under this Agreement;

(iv) Agrees not to reverse engineer or otherwise analyse any of the materials provided under this Agreement;

(v) Agrees not to reproduce any Information disclosed to it by the other Collaborative Partner(s) except for the purposes set forth in this Agreement and shall limit disclosure of Information to those persons employed or otherwise under contract with the receiving Party who have a legitimate need to know such Information for the purpose set forth herein;

10.3 This confidentiality obligation shall not apply to any information which:

(i) Was lawfully available to the public prior to access by the receiving Collaborative Partner(s) or prior to its disclosure hereunder as evidenced by its written record; or

(ii) Becomes lawfully available to the public through no fault on the part of the receiving Collaborative Partner(s) ; or

(iii) is independently developed by the receiving Collaborative Partner(s) without the benefit of any disclosure hereunder; or

(iv) is required by law to be disclosed to public authorities or statutory bodies provided that the receiving Collaborative Partner(s) gives the disclosing Collaborative Partner(s) prior notice of such disclosure as is reasonable in the circumstances; or

(v) Is subject to the Freedom of Information Act legislation or other legal requirements for disclosure. The HSE shall be notified of such request and determine whether or not an exemption to the Freedom of Information legislation applies to the Information requested under that legislation.

10.4 The Collaborative Partners will not use the name of the other Collaborative Partners in any form of publicity without the written permission of the other Collaborative Partners;

10.5 **[Please Insert name Of Accidmic]** must notify the HSE without undue delay after they become aware of a Data Breach. In the event of a Data Breach, the **[Please Insert name Of Accidmic]** will :-

- (i) Provide the HSE with all the relevant details surrounding the Data Breach;
- (ii) Provide the HSE with details of the measures taken or proposed to be taken by **[Please Insert name Of Accidmic]** to mitigate the effects and to minimise any damage resulting from the Data Breach; and
- (iii) Provide reasonable assistance to the HSE relating to compliance with GDPR and/or any legislative requirements of the Data Protection Acts or any guidance issued by the Irish Data Protection Commissioner; and
- (iv) Provide reasonable assistance to the HSE relating to obligations placed upon the HSE for the purposes of Freedom of Information Act legislation or other legal requirements for disclosure.

11. Publication

11.1 The Collaborative Partners agree to cooperate in the preparation of all reports required by the HSE **[Please Insert name]** in connection with the Project.

11.2 The Collaborative Partners agree to furnish each other with copies of proposed publications 30 (thirty) business days in advance of any proposed disclosure relating to the Project and/or the results of the Project and/or Foreground Intellectual Property. The non-publishing Collaborative Partner(s) shall have a period of 30 (thirty) business days during which it/they may, acting reasonably:

11.2.1 require a delay of the disclosure for up to 2 (two) months if necessary for the purposes of securing protection of its/their Intellectual Property by patent filing – a further extension to this period may be agreed between the Collaborative Partners; and/or

11.2.2 require removal of any of its/their Confidential Information or proprietary information; and/or

11.2.3 recommend changes; and

11.2.4 If the publishing Collaborative Partner does not receive a written objection from the non-publishing Collaborative Partner(s) within 30 (thirty) business days of submission of notification of publications and of attached notification of publication, and subject to the non-publishing Collaborative Partners having acknowledged in writing receipt of such proposed publication and notification of publication, then permission shall be deemed to have been given to the Publishing Collaborative Partners by the non-publishing Collaborative Partners .

11.3 The results of the Project and any reports based on the Project will be published universally upon agreement to do so between the Collaborative Partners to ensure that access is freely available to the public within six (6) months of the initial publication / report being available. The Collaborative Partners agree not to withhold or delay publication unnecessarily.

11.4 Subject to any copyright entitlement of third parties, the HSE QPSD should be responsible for depositing electronic copies of any research papers that have been accepted for publication in a peer-review journal, which are supported in whole or in part by the HSE financial contributions to the Project, in the HSE open access repository (Lenus) ideally at the time of acceptance by the journal and no later than the date of formal publication.

11.5 The Collaborating Partners shall acknowledge the HSE National Quality and Patient Safety Directorate as funding contributors in any publication, presentation, report or media interview/coverage in respect of the Project and append the following statement: 'This project was funded by the HSE **Please Insert name of Department**'.

11.6. The Collaborating Partners agree not to withhold or delay publication unnecessarily.

12. Liability

12.1 Each Collaborative Partner recognises that the Project is experimental and theoretical research and that the success or outcome of the research and/or the results cannot be guaranteed. While the Collaborative Partners will use every endeavour to achieve a satisfactory outcome of the Project, no warranty, express or implied, is given as to the accuracy and/or performance of or result obtained or obtainable from the Project and/or the Project results, or from any investigation, research scheme or other work done by the Collaborative Partners, their servants or agents;

12.2 The Collaborative Partners agree that the obligations of **[Please Insert name Of Accidmic]** and its agents and employees shall cease upon delivery of the final report, and that no liability whatsoever, either direct or indirect, shall rest upon **[Please Insert name Of Accidmic]** or its agents or employees in any way in respect of this Agreement and/or the Project and/or the Project results, or in respect of any of the activities of the HSE, including, without limitation, the publication and/or distribution of, use of, or effects of any paper, document, report, findings, product or process that may be produced or adopted by the HSE or any other party, notwithstanding that the formulation of such paper, document, report, findings, product or process may be based upon the findings of the Project;

12.3 Notwithstanding any other provision in this Agreement, the Collaborative Partners agree that the total aggregate liability of **[Please Insert name Of Accidmic]**, its servants and agents in connection in any way with this Agreement and/or the Project or results thereof shall be limited to a maximum aggregate amount **of €xxxxxx** only.

12.4 Neither of the Collaborative Partners shall be responsible to the other Collaborative Partners for any claims in respect of indirect, consequential or incidental loss, damages, costs (including legal costs) and/or expenses whatsoever or howsoever caused (even if caused by the Collaborative Partner's negligence and/or breach of contract and even if the Collaborative Partner was advised that such loss would probably result).

13. Governance of the Project

13.1 The Project should be governed by appropriate arrangements among, and agreed by, the Collaborative Partners;

13.2 A Steering Group will be set-up which will comprise the Lead Applicant Researcher, a representative from **[Please Insert name Of Accidmic]** and the Lead Applicant Knowledge User. It is envisaged that this group will support and oversee the initiation, progression and successful completion of the study.

14. Insurance

[Please Insert name Of Accidmic], as Collaborative Partners shall each maintain the following minimum insurances during the term of this Agreement for any claim or series of claims arising out of any one incident, of not less than the following amounts (or such other amounts as may for the time being and from time to time reasonably be specified by **[Please Insert name Of Accidmic]** to reflect current market practice):

- (i) Public liability insurance with a minimum limit of indemnity of €6,500,000.00 (Six million and five hundred thousand Euros);
- (ii) Professional indemnity policy in relation to professional services with a minimum limit of €6,500,000.00 (Six million and five hundred thousand Euros) for any one claim. The policy must be maintained in force during the terms of this Contract and for a further period of six years after termination;
- (iii) Employer's liability insurance in relation to employees of **[Please Insert name Of Accidmic]** supplying the Services. The minimum limit of indemnity under this policy should be €12,700,00.00 (Twelve million and seven hundred thousand Euros) for any one occurrence.

15. Term and Termination

15.1 This Agreement shall be deemed to be effective from the Commencement Date until the Completion Date, unless otherwise extended or terminated according to the remainder of this Clause 15. This Agreement may be extended by written agreement of the Collaborative Partners ;

15.2 If a Collaborative Partner is or becomes unable fully to perform its part of this Agreement or fails so to do, the other Collaborative Partner may give a warning notice of the failure and require it to be remedied within a reasonable time specifying the time, such time not being less than thirty (30) days, and if such failure is not remedied within the specified time, the aggrieved Collaborative Partners may give a further notice terminating this Agreement;

15.3 If a Collaborative Partner becomes insolvent, or has a receiver appointed of its assets, or if winding-up (liquidation) proceedings are

commenced, the other Collaborative Partners may forthwith by notice in writing terminate this Agreement;

15.4 Notwithstanding the expiry or termination of the Agreement for any reason the provisions of Clauses 5 (Value, Payments and Financial Records), 6 (Intellectual Property), 10 (Confidentiality), 11 (Publication), 12 (Liability), 16 (Dispute Settlement) and to the extent applicable, 1 (Interpretation) and 18 (General) shall continue in full force in accordance with their respective terms;

15.5 On termination of this Agreement for whatever reason, the HSE shall pay to **[Please Insert name Of Accidmic]** as the Collaborative Partner all sums incurred and all sums irrevocably committed as at the date of termination, and **[Please Insert name Of Accidmic]**, as Collaborative Partner shall reimburse all non- committed sums back to the HSE.;

15.6 If the research award is terminated a Collaborative Partner shall have research award is terminated a Collaborative Partner shall have the option to terminate this Agreement upon prior (no less than thirty (30) days) written notice to the other Collaborative Partner.

16. Dispute Settlement

16.1 The Collaborative Partners will make every reasonable effort to resolve all issues fairly by negotiation. All disputes or differences arising in connection with this Agreement, which cannot be settled amicably, shall be finally settled by arbitration administered by the Chartered Institute of Arbitrators Irish Branch. The award of the arbitration will be final and binding upon the Collaborative Partners. The language to be used in the arbitral proceeding shall be English. Each Collaborative Partner shall always bear its own costs connected to such an arbitration procedure and the Collaborative Partners shall in equal parts pay the costs for the arbitrators and the Chartered Institute of Arbitrators Irish Branch;

16.2 The Collaborative Partners may instead elect to resolve by mediation a dispute or difference arising in connection with this Agreement, which cannot be settled amicably;

16.3 For the avoidance of doubt, however, nothing in this Clause 16 shall prevent or delay a Collaborative Partner from applying to a court of competent jurisdiction for the purposes of seeking injunctive relief provided that there is no delay in the prosecution of that application;

16.4. Despite the existence of a dispute, the Collaborative Partners shall continue to perform their obligations under the Agreement in good faith.

17. Force Majeure

17.1 If the performance of this Agreement or any obligation thereunder is prevented, restricted or interfered with by reason of fire, accident, strikes, lock outs or labour disputes, war or other violence, any law, proclamation, regulation, ordinance, demand or requirement of any government agency, or any other act or condition beyond the reasonable control of any Collaborative Partner, the Collaborative Partner so affected upon giving prompt notice to the other Collaborative Partners shall be excluded from such performance to the extent of such prevention, restriction or interference; provided that the Collaborative Partner so affected shall use its reasonable endeavours to avoid or remove such causes of non-performance and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.

17.2 In the event of any failure, interruption or delay in the performance of either Party's obligations (or of any of them) resulting from any Force Majeure Event, that Party ("the Affected Party") shall promptly notify the other Party in writing specifying:

- a) the nature of the Force Majeure Event;
- b) the anticipated delay in the performance of obligations;
- c) the action proposed to minimise the impact of the Force Majeure Event;

17.2.1 and the Affected Party shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the other Party, provided always that the Affected Party shall use all reasonable efforts to minimise the effects of the same and shall resume the performance of its obligations as soon as reasonably possible after the removal of the cause.

17.3 If the Force Majeure Event continues for 60 calendar days, the Party which, but for the Force Majeure Event, would have benefited from the performance of the obligations under this Agreement, may terminate at 14 days' notice to the other Party.

18. General Provisions

18.1 This Agreement and all relationships created hereby will in all respects be governed by and construed in accordance with Irish law and subject to

any mediation or arbitration processes, as set out in in clause 16 of this Agreement and the Irish Courts shall have exclusive jurisdiction in respect of it;

18.2 This Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Parties hereby agree that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.

18.3 This Agreement shall not be assigned wholly or in part to third parties or to any legal successors by a Collaborative Partner without the prior written consent of the other Collaborative Partners;

18.4 All notices given by a Collaborative Partner to the other Collaborative Partners pursuant to this Agreement shall be in writing;

18.5 In the event of any provisions of this Agreement being or becoming ineffective or of any omission being discovered, the validity of the remaining provisions shall not thereby be affected. In place of the ineffective provisions or for the purpose of rectifying the omission a reasonable arrangement shall operate being the nearest legally possible approach to that which the Collaborative Partners hereto desired or would have desired in consideration of the spirit and object of this Agreement had they considered the point;

18.6 This Agreement, including its Schedules, sets out the entire agreement between the Collaborative Partners relating to its subject matter and supersedes all prior oral or written agreements, arrangements or understandings between them relating to such subject matter;

18.7 Amendments to this Agreement, modifications and additional agreements, require the written form;

18.8 The expressions, the HSE and **[Please Insert name Of Accidmic]** shall include the successors and assigns of the HSE and **[Please Insert name Of Accidmic]**;

18.9 This Agreement may be executed in counterparts all of which taken together shall constitute one single agreement between the Collaborative Partners. Transmission of an executed counterpart of this Agreement by fax or e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement;

18.10 The Collaborative Partners will abide by the Data Protection Legislation. The Collaborative Partners agree that where any Personal Data of any Data

Subject is shared by or among the Collaborative Partners for the purposes of carrying out the terms of this Agreement, the Collaborative Partners will comply with the Data Protection Legislation to the extent that the Data Protection Legislation is applicable to such Collaborative Partner's Processing of Personal Data;

18.11 Nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture, or the relationship of principal and agent, between the Collaborative Partners, and the Collaborative Partners shall not have any right or authority to act on behalf of the other or to bind the other in any way;

18.12 The contacts between the Collaborative Partners for the purposes of the Agreement shall be as follows:

University Partners HSE

Project:

[Please Insert name Of Accidmic] Legal:

tba

[Please Insert name Of Accidmic] Financial Representative

[Please Insert name Of Accidmic] Legal Representative

Project:

Dr. xxxx

HSE RESEARCH Legal:

General Counsel/SENIOR LEGAL ADVISER:

Research.legal&dataprotection@hse.ie

Signed for and on behalf of:

Signed by:

Print Name:

Position: Director of Financial Management

Signed as having read and understood the terms:-

Date: --/--/2023

Signed for and on behalf of: **[Please Insert name Of Accidmic]**

Print Name:

Position:

Signed as having read and understood the terms:-

Date:

Signed for and on behalf of: the HSE

Signed by:

Printed Name: **Dr. XXXXXX**

Position: HSE XXXXXXXXXXXXXXXXXXXX

Signed as having read and understood the terms:-

Date: **XX/xx/202X**

SCHEDULE 1: LETTER OF OFFERand Annex

TO BE PROVIDED BY HSE

DRAFT

SCHEDULE 2: Approved Budget TBA

DRAFT

SCHEDULE 3: BACKGROUND IP

Introduced Background IP:

HSE Background IP

Describe Background	List any relevant restrictions and encumbrances associated with the Background
	None

[Please Insert name Of Accidmic] Background

Describe Background	List any relevant restrictions and encumbrances associated with the Background						
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