RSSB Research and Development Grant Scheme
Grant Agreement

Version 2.0
This Agreement is made on <date - day/month/year>.

Between

<table>
<thead>
<tr>
<th>RSSB and Lead Organisation</th>
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<tbody>
<tr>
<td>Contact</td>
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<tr>
<td>Rail Safety and Standards Board Limited</td>
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<tr>
<td>Lead Organisation</td>
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IT IS HEREBY AGREED as follows:

1. **Definitions and Interpretation**

The following terms shall have effect with respect to the interpretation of the Agreement except where the context requires otherwise:

- **Agreement** Means this document as amended from time to time in accordance with the terms therein.

- **Application** The document developed by the Parties and submitted by the Lead Organisation which provides detail relating to the Project and which is referenced in the Agreement.

- **Award Letter** The letter that RSSB sends to the Lead Organisation confirming the award of the Grant and summarising any conditions attached, including the payment schedule and agreed deliverables.

- **Business Day** Means a day (other than Saturday or Sunday) on which banks are ordinarily open for the transaction of normal banking business in London.

- **Confidential Information** Means all confidential information disclosed by or on behalf of a Party to the other Party in connection with the Project, concerning any information that would be regarded as confidential by a reasonable business person relating to the business, affairs, customers, clients, suppliers, plans, operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party but does not include any information set out in the project deliverables which may be disclosed in any form to any third party.

- **Contribute/Contribution** Means financial or non-financial input (including but not limited to, material, human resources, equipment) to be made by a Party.

- **Consortium** <Insert the names of the consortium organisations>

- **Consortium Agreement** Agreement which governs the relationship between the Parties identified in the Application.

- **Defaulting Party** A Party who is in breach of their obligations under this Agreement.
Intellectual Property Means patents, trade marks, service marks, trade names, design rights, copyrights, internet domain names, database rights, rights in computer software, inventions and know-how, and other similar proprietary rights which may subsist in any part of the world, whether registered or not, including where such rights are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such registrations.

Party/Parties Means those identified in the Consortium Agreement.

Lead Organisation  <insert the name of the lead organisation>

Project Completion Means acceptance of deliverables by RSSB as described within the Award Letter.

Project  <Insert the title of the project>

the masculine includes the feminine

the singular includes the plural and vice versa

RSSB The Rail Safety and Standards Board Limited

2. Purpose and Nature of the Agreement

2.1 RSSB has agreed to Contribute pursuant to the terms of this Agreement with respect to the project “<Insert the title of the project>” and in accordance with the Application;

2.2 This Agreement sets out the conditions governing the relationship and the rights of RSSB and the Lead Organisation;

2.3 Nothing contained in this Agreement shall constitute or be deemed to constitute either a partnership or any formal business organisation or legal entity;

2.4 The Lead Party warrants and represents for and on behalf of itself and the [Parties] that the consortium has not already started and/or committed to research and development associated with <insert the project name>

3. Duration

The Project will begin on <planed start date> and will continue until <final milestone and payment date> or until the Project is terminated in accordance with clause 9.

4. Lead Organisation Responsibilities

The Lead Organisation shall have the following responsibilities:

(a) Signing the Grant Agreement with RSSB;
(b) Central point of communication from and to RSSB;
(c) Dissemination of any and all documents, communications and information connected with the Project between the Parties;
(d) Monitoring, collation, preparation, accuracy, (including quality control) and submission of all information to RSSB which relates to milestones, deliverables, timescales, costings, progress reports etc. from all Parties as per the Application;
(e) Receipt of the financial contribution from RSSB and distribution, within thirty (30) calendar days, to the Parties accordingly. Notify each Party promptly of the date and amount transferred to its respective bank account;
(f) Where appropriate, ensure all Parties are prepared for reviews and/or audits instigated by RSSB;
(g) Responsibility for the overall management of the Project;
(h) Coordination and supervision of all legal and contractual aspects including the preparation and update of the Consortium Agreement;

(i) In signing this Agreement the Lead Party warrants and represents that the consortium members have read the terms of this Agreement and have provided a binding undertaking to the Lead Party (whether in a consortium agreement or otherwise) in which they authorise the Lead Party to sign the Agreement and agree to act, or omit to act, in such manner as is required for the Lead Party to comply with its obligations under this Agreement.

5. RSSB’s Contribution

5.1 RSSB’s Contribution will be calculated in accordance with the Application and the provisions contained in this Agreement.

5.2 RSSB will retain <indicate the agreed percentage> of the maximum Contribution payable in accordance with the Application. The final <indicate the agreed percentage> will be payable upon Project Completion.

5.3 The bank account details of the Lead Organisation to which all payments of any agreed financial Contributions will be paid are: <The name and account number of the Lead Organisations bank into which payments are to be paid>.

5.4 Payment schedules are described within the Award Letter <insert the date of the award letter>.

6. Intellectual Property

6.1 This Agreement does not affect the ownership of any Intellectual Property or in any technology, design, work, invention, software, data, technique, know-how, or materials that existed prior to the Project. Such Intellectual Property Rights will remain the property of the Party that contributes them to the Project (or its licensors). No licence to use any Intellectual Property is granted or implied by this Agreement except the rights expressly granted in this Agreement.

6.2 Intellectual Property Rights generated as a result of the Project will be owned by <insert name of the organisation(s)> who will grant RSSB a royalty-free, non exclusive licence to use the Intellectual Property.

7. Insurance

7.1 The Lead Organisation will effect and maintain for the period of the Agreement an insurance policy or policies, which will include professional indemnity insurance, with a reputable insurance company for not less than £1,000,000 (one million pounds sterling) for any one incident and which shall cover the indemnity set.

7.2 The Lead Organisation shall produce to RSSB on demand evidence of the policy and/or a form of a certificate prepared by the insurance providers.

8. Liability and Indemnification

8.1 The Lead Organisation, indemnified up to twice the value of each Party’s Contribution as agreed in the Application, shall be liable for and shall indemnify, and keep indemnified RSSB against all damages, losses, compensation, expenses and/or costs howsoever or wheresoever incurred or suffered arising directly from, out of or in connection with, the Agreement (including but not limited to any damages, losses, compensation, expenses and/or costs arising from the death or injury of any person and any loss of or damage to any physical property) caused by any act, default or negligence of a Party and/or Parties associated with the Project, its sub-contractors and/or agents and against all actions, claims, demands or proceedings in respect thereof or in relation thereto. This liability and indemnity shall not apply to the extent that such damage, loss, compensation, expense and/or cost is wholly or partly attributable to any act, default or negligence of RSSB or a third party (other than those sub-contractors and/or agents and/or other consortium members associated with the Project).

9. Termination by RSSB

9.1 Without prejudice to any other remedies, RSSB may terminate the Agreement for any reason by giving to the Lead Organisation ninety (90) days notice in writing.
RSSB reserve the right to terminate the agreement at any time in the event of insolvency.

In the event of a breach by either Party (a Defaulting Party) of its obligations under this Agreement which is irretrievable or which is not remedied within thirty (30) calendar days of a written notice from either Party, then the other Party may decide to terminate this Agreement with respect to the Defaulting Party in accordance with immediate effect by written notice from the other Party.

10. Reduction and Repayment of Grant Monies

Without prejudice to Clause 9, RSSB shall be entitled to reduce, suspend or withhold all or any part thereof of its Contribution or require all or part of any financial Contribution to be repaid where the Lead Organisation has failed or is failing to comply with the terms of this Agreement including but not limited to:

(a) Where RSSB considers the Lead Organisation responsibilities are not being performed satisfactorily;
(b) There is a material change in the Project which has not been approved by RSSB;
(c) Any financial Contribution has not been used for the purpose for which it was given.

11. Defaults and Disputes

If any dispute arises out of this Agreement, the Lead Organisation and RSSB shall attempt to settle it by negotiation.

12. Publications, Press Releases and Reports

RSSB co-funding role shall be acknowledge by Parties in any presentation, press release, and publication covering the Project.

Before the Parties put into the public domain any material that specifically refers to RSSB they should obtain the prior consent, in writing, of RSSB.

RSSB will publish deliverables from the Project in accordance with the Application and the Award Letter <insert the date of the award letter>.

13. Access and Inspection of Documents

The Lead Organisation shall allow the authorised representative(s) of RSSB, access at all reasonable times to allow them to assess the progress of their Contribution and shall make available for inspection such documents as the said authorised representatives may request to assist them.

14. Notices and Communications

14.1 All technical notices related to the Project including deliverables and project reports shall be sent to <add name, title and email of RSSB member of staff performing this task>.

14.2 Any legal notice required to be given under this Agreement, shall be in writing and shall be delivered personally, by pre-paid first-class post or sent by electronic mail or recorded delivery or by commercial courier, to the Lead Organisation in the case of the Consortium, or to the Company Secretary in the case of RSSB at the address or electronic mail address as set out below:

(a) <add name, title and email of RSSB supply chain>
(b) <insert the Lead Organisation contact name and address>,
or as otherwise specified by the Lead Party or RSSB, respectively, by notice in writing to the other.

15. Force Majeure

No Party will be deemed to be in breach of this Agreement, nor other wise liable to the other Parties, for any failure or delay in delivering their Contribution if it is due to any event beyond its reasonable control such as strike, lock-outs, industrial disputes, acts of God, war, fire, flood, national emergencies and a Party so delayed shall be allowed a reasonable extension of time for delivering their Contribution.
16. Transfer and Subletting

The Lead Organisation shall not be entitled to give, bargain, sell, assign, sub-let, or otherwise dispose of the Agreement or any part thereof or the benefit or advantage of the Agreement or any part thereof without the previous consent in writing of RSSB.

17. Rights of Third Parties

A Person who is not a party to this Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract. This clause does not affect any right or remedy of any Person which exists or is available other than pursuant to that Act.

18. Applicable Law

This Agreement shall be construed according to and governed by the laws of English Law.

19. Jurisdiction

The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

20. Confidentiality

20.1 Each Party undertakes that it shall not [at any time OR at any time during this Agreement, and for a period of [five] years after termination of this Agreement,] disclose to any person any Confidential Information except as permitted by clause 20.2.

20.2 Each Party may disclose the other Party’s Confidential Information:

(a) to its consortium members (if applicable), employees, officers, representatives or advisers (“related persons”) who need to know such information for the purposes of carrying out the Party’s obligations under this Agreement. Each Party shall ensure that its related persons to whom it discloses the other Party’s Confidential Information comply with this clause 20.2; and

(b) as may be required by law, court order or any governmental or regulatory authority.

20.3 Subject to clause 20.2(b), no Party shall use any other Party’s Confidential Information for any purpose other than for the purposes of the Project and to perform its obligations under this Agreement.

EXECUTED by the parties

| Signed by: |                                                      |
| For and on behalf of [RSSB]: |                                                      |
| Name: |                                                      |
| Position: |                                                      |

| Signed by: |                                                      |
| For and on behalf of [Lead Organisation]: |                                                      |
| Name: |                                                      |
| Position: |                                                      |