**Collaboration Agreement in respect of an EI Innovation Voucher**

This agreement (the “Agreement”) is made on, and entered into, as of the date of last signature hereto (the “Effective Date”) by and between

1. **Dublin City University** (“DCU”), with an address at Glasnevin, Dublin 9, Ireland, and
2. **Legal Name of Company** (the “Company”), a company incorporated in Ireland, registration number XXXXXX, whose registered office is at XXXXX.

DCU and Company shall be referred to collectively as the **“Parties”** or individually as the **“Party”** in this Agreement.

**1. Background**

The Company has been awarded an Innovation Voucher (the “Voucher”) from the Enterprise Ireland for a knowledge transfer project (the “Project”). As outlined on Enterprise Ireland’s website, “a knowledge transfer project is defined as one that transfers knowledge of a scientific, technological or innovative nature that is new to the small enterprise. The small enterprise may then use the new knowledge to innovate a product, process or service.” [www.innovationvouchers.ie]

**2. Scope**

DCU has agreed to collaborate with the Company on the “Project” as detailed in this Agreement’s Schedule A all subject to the provisions of this Agreement.

While DCU undertakes to use all reasonable endeavours to ensure the accuracy of the work performed in accordance with this Agreement it makes no warranty, express or implied, as to accuracy or fitness for purpose of the Project results.

Both Parties shall at all times perform their obligations under this Agreement as independent contractors. Nothing in this Agreement nor in the Project shall be construed as a joint venture, or other formal business partnership, between the two Parties.

**3. Budget**

In consideration of the work to be carried out by DCU for the Project, the Company will pay DCU as detailed in Schedule B of this Agreement.

**4. Duration**

The Project shall be carried out from either the Effective Date or the Commencement Date, whichever is sooner, through to Completion Date (the "Term") as detailed in Schedule A.

If a formal extension to the validity period of the Voucher is sought by the Parties and is granted by Enterprise Ireland, this will be the Term’s new Completion Date. This shall not require a formal Amendment to this Agreement.

If the Project has been completed before the Completion Date, the Parties may agree mutually to reduce the Term without the need to formally amend this Agreement. In such an instance, the Company shall sign the Voucher to confirm that DCU has completed its contribution to the Project.

**5. Confidentiality**

Each Party shall treat as confidential, information relating to the scientific, technical and business information of the other Party (including information generated as a result of the conduct of the Parties) and shall not reproduce it or disclose it to third parties without the prior written consent of the other Party.

Each Party agrees to use all reasonable efforts to prevent the disclosure of the other Party’s Confidential Information to third parties for a period of five (5) years from the Effective Date provided:

* It is not in the public domain at the time of disclosure and does not subsequently enter the public domain through no fault of the receiving Party;
* It is not known to the receiving Party, or any of its employees, prior to the disclosure of the disclosing Party and is not independently acquired by the recipient or any of its employees, free of any obligation of confidentiality, subsequent to such disclosure.
* It is not independently developed by the receiving Party.

Each Party agrees to notify the other Party immediately if it becomes aware of any disclosure in breach of the above obligation and will take such steps to prevent further disclosure.

**6. Intellectual Property**

Intellectual Property Rights (“IPR”) include any and all discoveries, improvements, inventions, concepts, patents, trademarks, registered designs, drawings, utility models, design rights, copyright, database rights, trade secrets and other confidential information, technical information, technology, know-how, business ideas, concepts, goodwill and all other intellectual property and rights of a similar nature, whether registered or not.

Both Parties agree that any intellectual property rights existing prior to the Effective Date (“Background IP”) remains the property of DCU or the Company, as applicable, including any Intellectual Property Rights embodied in any materials supplied by the either Party for use in the Project. The non-owner will not be entitled to any rights to use or license such intellectual property rights, except in so far as such right to use is granted by the owner to the other Party for the purpose of carrying out the Project. Any improvements made to a Party’s Background IP shall be owned by the Party introducing such Background IP.

Save for Background IP and improvements to Background IP, where any IPR is generated during the execution of this Project (“Foreground IP”), DCU shall own such Foreground IP. DCU shall, upon request, and where it is contractually free to do so, provide a non-exclusive royalty-free licence to such Foreground IP to the Company. This non-exclusive licence, if requested by the Company, shall be executed as a separate written agreement between the Parties.

**7. Publicity**

Neither Party shall use the name of the other in any form of publicity without the prior written approval of the other.

**8. Liability and Indemnity**

DCU shall not be liable for any direct, consequential, indirect damages and/or loss of profits, business, revenue, goodwill, anticipated savings suffered by the Company or any licensee or any others resulting from the use of the Project’s results.

The Company shall defend and indemnify DCU against all losses, liabilities, law suits, claims, expenses (including reasonable legal fees), costs and judgments arising out of any third party allegation of personal injury or property damage arising from the design, manufacture, use, licensing or sale by the Company of products which utilise or incorporate the results of the Project.

Each Party shall indemnify the other Party in respect of the acts or omissions of itself and of its employees, agents and subcontractors provided always that such indemnity shall not extend to claims for indirect or consequential loss or damages, such as, but not limited to, loss of profit, revenue, or contract.

**9. Termination**

If either Party is or becomes unable fully to perform its part of this Agreement or fails so to do, the other Party may give a warning notice of the failure and require it to be remedied with a reasonable time specifying the time, such time not to be less than sixty (60) days. If such failure is not remedied within the specified time, the aggrieved Party may give a further notice terminating this Agreement.

**10. Governing Law**

The Parties agree that this Project is governed by the laws of Ireland, and shall be subject to the exclusive jurisdiction of the Irish courts. This includes Data Protection legislation.

**11. Signatures**

The Parties have caused this Agreement to be signed by their authorised signatories in a separate signature page. This signature page may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same agreement.

The Parties acknowledge that an original signature or a copy thereof transmitted by PDF shall constitute an original signature for the purposes of this Agreement.

**AGREED** by the Parties through their authorised signatories:

|  |  |  |
| --- | --- | --- |
| For and on behalf of **DCU** |  | For and on behalf of the **Company** |
|  |  |  |
| signed |  | signed |
|  |  | ***Name of Company Signatory*** |
| print name |  | print name |
|  |  | ***Role of Company Signatory*** |
| title |  | title |
|  |  |  |
| date |  | date |

|  |  |
| --- | --- |
| ***Acknowledged by the DCU Researcher*** |  |
|  |  |
| signed |  |
| ***Name of DCU Researcher*** |  |
| print name |  |
|  |  |
| date |  |

**Schedule A – The Project**

|  |  |
| --- | --- |
| **DCU Researcher** | [**DCU PI** from the [**Name of DCU PI’s host unit**] |
| **Voucher #** | [**Voucher Number**] |
| **Timescale** | *Commencement Date: [****start date of voucher*** *or later]* |
| *Completion Date: [****end date of voucher****]* |
| **Project Title** | [short title]: [long title] |
| **Project Details** | *Work Programme*:  *Deliverables*: |

**Schedule B – The Fees**

|  |  |  |  |
| --- | --- | --- | --- |
| **Fees** | In consideration of the work to be carried out by DCU for the Project, the Company will provide a financial contribution of €5,000 (excluding VAT) by way of an Enterprise Ireland Innovation Voucher. | | |
| **Payment modality** | When the Project has been completed, DCU will invoice the Company for the Fees plus the appropriate VAT charge (23%).  The Company will then give DCU the Innovation Voucher and pay the additional amount in settlement of VAT. | | |
| **Breakdown** | Innovation Voucher  VAT @ 23% | €5,000  €1,150 |
|  | Total | €6,500 |