

STUDENTSHIP AGREEMENT

This Agreement is entered into by the following Parties on the date of last authorised signature:

- (1) **Diamond Light Source Limited** a company incorporated and registered in England and Wales with company number 04375679 and whose registered address is at Diamond House, Harwell Science and Innovation Campus, Didcot, Oxfordshire, OX11 0DE (“Diamond”);
- (2) **XXX** whose [registered] address is at XXX (the “University”); and
- (3) **XXX** of whose offices is at XXX (the “Institution”).

Each a Party and together the Parties.

WHEREAS

- (A) Diamond is a not-for-profit organisation with its primary objective to enable the advancement of science through the design construction and thereafter ownership and operation of a world class third-generation synchrotron radiation source which will be operated on efficient principles and will primarily contribute towards the needs of the academic and charitable scientific user community for both life and material sciences research facilities and which will be for peaceful and humane purposes and for public benefit. Diamond has been assessed as a charity for business rates purposes and operates predominantly for non-business purposes.
- (B) Following Diamond’s competitive studentship grant process, the Diamond Supervisor, the Institution Supervisor and Academic Supervisor’s joint studentship proposal was selected for funding. The Parties therefore wish to enter into this Agreement in order to record their collaboration on a post-graduate studentship.
- (C) The Parties acknowledge that the terms of this Agreement are to govern the appointment, funding and conduct of a studentship, to enable the Student to carry out a research project and submit a related thesis for examination in accordance with the University’s regulations governing post-graduate study in fulfilment of the requirements of a higher degree of the University.
- (D) The Parties acknowledge that the research is intended to lead to publicly available academic publications relating to the results of the studentship in furtherance of the Student’s career and in order to advance knowledge and understanding for the general public good.
- (E) The Parties acknowledge that in the course of the studentship the Parties and the Student may be exposed to proprietary and commercially valuable information or materials of Diamond and/or the University and/or the Institution. The Parties recognise the importance of holding in confidence such information or materials.

Now therefore, the Parties agree as follows:

1. DEFINITIONS

- 1.1 In this Agreement the following expressions shall have the following meanings:

- 1.1.1 “**Academic Supervisor**” means the person(s) set out in the First Schedule to this Agreement, or such other person(s) appointed under Clause 9.3.
- 1.1.2 “**Affiliate**” means any person which directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with, Diamond, where “control” means the direct or indirect power to direct or cause the direction of the management and policies, whether through ownership of at least 50% (fifty percent) of the voting interest, by contract or otherwise.
- 1.1.3 “**Agreement**” means this agreement and its schedules.
- 1.1.4 “**Arising Intellectual Property**” means any inventions, designs, information, know-how, specifications, formulae, data, processes, methods, software, techniques, and other technology generated or developed in the course of the Project and the Intellectual Property Rights therein.
- 1.1.5 “**Background Intellectual Property**” means any inventions, designs, information, know-how, specifications, formulae, data, processes, methods, techniques, and other technology, other than Arising Intellectual Property, used in (or disclosed in connection with the performance of) the Project and the Intellectual Property Rights therein.
- 1.1.6 “**Diamond Studentships Policy**” means the prevailing Diamond studentships policy, incorporating the studentship guidelines for supervisors (the “Studentship Guidelines for Supervisors”) and the studentship guidelines for students (the “Studentship Guidelines for Students”).
- 1.1.7 “**Diamond Supervisor**” means the person(s) set out in the First Schedule to this Agreement or such other person(s) appointed under Clause 9.3.
- 1.1.8 “**Extension Period**” means an extension of up to 12 (twelve) months to the Project Period.
- 1.1.9 “**Institution Supervisor**” means the person(s) set out in the First Schedule to this Agreement or such other person(s) appointed under Clause 9.3.
- 1.1.10 “**Intellectual Property Right**” means any patent, registered design, copyright, database right, design right, trade mark, application to register any of the aforementioned rights, trade secret, right in unpatented know-how, right of confidence and any other intellectual or industrial property right of any nature whatsoever in any part of the world.
- 1.1.11 “**Project**” means the collaborative programme of work to be undertaken by the Student as set out in the First Schedule to this Agreement.
- 1.1.12 “**Project Period**” means the period set out in the First Schedule to this Agreement, as may be extended in accordance with this Agreement.
- 1.1.13 “**Student**” means the student selected and appointed in accordance with Clause 2 to carry out the Project.
- 1.2 The words “their”, “they” and “them” are used in this Agreement as gender neutral pronouns and, unless the context requires otherwise, shall be interpreted as singular rather than plural.

2. THE PROJECT

- 2.1 The Project is described in the First Schedule to this Agreement.
- 2.2 The Project shall include any modifications, deletions or expansions approved in writing by the Parties in accordance with the provisions of Clauses 7.2 and 12.9 or upon notice to the Parties in accordance with the provisions of Clause 2.4.
- 2.3 The Project shall run for the Project Period. In good time before the start of the Project Period, the Diamond Supervisor, the Institution Supervisor and the Academic Supervisor will jointly prepare the advertisement for the Project and select a mutually acceptable student (to include jointly reviewing the applications, shortlisting the candidates for interview, interviewing the shortlisted candidates and, finally, selecting the student). Once selected, the Parties and the Student shall enter into an appointment agreement in the form set out in the Third Schedule to this Agreement pursuant to which the Parties appoint the Student to undertake the Project and the Student agrees to comply with certain clauses in this Agreement.
- 2.4 The Parties acknowledge that the Student may not have finalised their thesis relating to the Project within the initial Project Period, and in such an instance, and with the approval of the Academic Supervisor, the Institution Supervisor, the Diamond Supervisor and the Diamond Student Engagement Manager, and by an exchange of email confirming such, the Extension Period shall commence in order for the Student to complete any outstanding work necessary on the Project. During such extension, the terms of this Agreement shall continue in force and no funding shall be payable from Diamond to the University or the Student, or from the University to the Student or from the Institution to the University or the Student in respect of this Extension Period. For the avoidance of doubt, any amendments to the Project Period which involve funding shall be dealt with in accordance with Clause 12.9. In the event that the Extension Period commences, the Diamond Student Engagement Manager will notify the Student by email that the Access Period has been extended in accordance with paragraph 10 of the Appointment Agreement (Third Schedule).
- 2.5 The Student will spend approximately 25% (twenty five percent) of their time throughout the Project Period at Diamond, 25% (twenty five percent) of their time throughout the Project Period at the Institution and 50% (fifty percent) of their time at the University¹. The frequency and duration of time spent by the Student at Diamond, the Institution and the University shall be agreed by the Academic Supervisor, the Institution Supervisor, the Diamond Supervisor and the Student.
- 2.6 The Parties will use reasonable endeavours to provide adequate facilities, to obtain any requisite materials, equipment and personnel, and to carry out the Project diligently. Although the Parties will use reasonable endeavours to perform the research described in the First Schedule, the Parties do not undertake that the work carried out under or pursuant to this Agreement will lead to any particular result, nor is the success of such work guaranteed. The Diamond Supervisor, the Institution Supervisor and the Academic Supervisor undertake to comply with the Diamond Studentships Policy and the Studentship Guidelines for Supervisors. The Parties acknowledge that Diamond may not be able to provide full access to Diamond's facilities throughout the term of the Agreement due to major re-engineering the facility (known as the Diamond-II upgrade). In such event Diamond will (a) use reasonable endeavours to provide such access to facilities as is reasonable in the circumstances, taking into account the nature and stage of the Project, the impact of the Diamond-II upgrade on availability of facilities, and any other factors Diamond (acting reasonably)

¹ This shall be amended upon funding contributions of the Parties.

determine to be relevant at the time; and (b) will be under no obligation to provide access to alternative facilities. In the event that Diamond is unable to provide access to its facilities, it will remain responsible for its financial obligations as set out in the Second Schedule.

- 2.7 The Parties shall ensure that the Student undertakes to comply with all policies (including but not limited to the Diamond Studentships Policy and the Studentship Guidelines for Students), work rules, health and safety and other regulations communicated to them by Diamond and which Diamond may reasonably prescribe during the Project. For the avoidance of doubt, the Student will not be an employee of Diamond and Diamond will not require the Student to sign any contract of employment. The Student will be required to sign an appointment agreement in the form set out in the Third Schedule within 2 (two) weeks of their appointment.
- 2.8 The Parties, through the Academic Supervisor, the Diamond Supervisor, the Institution Supervisor and the Student, shall keep the other Parties informed of the progress of the Project at meetings held at intervals of not more than 6 (six) months, or as otherwise agreed by the University, the Institution and Diamond. At the reasonable request of one Party, the Parties, through the Academic Supervisor, the Institution Supervisor, the Diamond Supervisor and the Student, shall supplement the meetings with written reports. In addition, an annual review meeting will be held by the Parties to discuss and review the progress of the Project over the preceding 12 (twelve) months and to plan for the following 12 (twelve) months.
- 2.9 The University shall procure, that the Student shall attend an induction at Diamond, attend the annual Diamond science away-day and attend the annual Diamond PhD Conference on dates to be confirmed by Diamond.

3. FUNDING

- 3.1 Diamond agrees to provide funding to the University as set out in the Second Schedule to this Agreement.
- 3.2 The University agrees to provide funding as set out in the Second Schedule to this Agreement.
- 3.3 The Institution agrees to provide funding to the University as set out in the Second Schedule to this Agreement.

4. INTELLECTUAL PROPERTY

- 4.1 All Background Intellectual Property belonging to one Party is and shall remain the exclusive property of the Party owning it (or, where applicable, the third party from whom its right to use the Background Intellectual Property has derived).
- 4.2 Non-severable improvements to any Background Intellectual Property shall vest in and be owned absolutely by the Party who owns the Background Intellectual Property.
- 4.3 Each Party grants (and the University shall procure that the Student grants) to the other Parties and Affiliates, a royalty-free and free of charge, irrevocable, non-transferable, non-exclusive, licence to use its Background Intellectual Property for the purpose of the Project, and to the extent necessary to enjoy the benefits of the rights and licences granted under Clauses 4.5, 4.6 and 4.7.

- 4.4 Arising Intellectual Property shall vest and be owned as follows:
- 4.4.1 To the extent that the Arising Intellectual Property is generated or developed by Diamond alone, then it shall vest in and be owned absolutely by Diamond;
 - 4.4.2 To the extent that the Arising Intellectual Property is generated or developed by the Institution alone, then it shall vest in and be owned absolutely by the Institution;
 - 4.4.3 To the extent that the Arising Intellectual Property is generated or developed by one party jointly with Diamond and/or the Institution and/or the University and/or the Student, then it shall vest in and be owned jointly by Diamond and/or the University and/or the Institution, in shares according to each Party's respective contributions;
 - 4.4.4 To the extent that the Arising Intellectual Property is generated or developed by the University and/or the Student, without Diamond or the Institution's intellectual contribution, then it shall vest in and be owned absolutely by the University.
- 4.5 The Institution and the University hereby grants (and shall procure that the Student grants) to Diamond and its Affiliates, a royalty-free and free of charge, irrevocable, non-transferable, non-exclusive, right and licence to use its Arising Intellectual Property for the purpose of non-commercial research and development and for the purpose of developing or enhancing facilities and services provided by Diamond.
- 4.6 The University and Diamond hereby grants to the Institution a royalty-free and free of charge, irrevocable, non-transferable, non-exclusive, rights and licence to use its Arising Intellectual Property for their own non-commercial activities such as teaching and scientific or clinical research.
- 4.7 Diamond and the Institution hereby grants to the University a royalty-free and free of charge, irrevocable, non-transferable, non-exclusive licence to use its Arising Intellectual Property for their own non-commercial activities such as teaching and scientific or clinical research.
- 4.8 Upon the identification of any jointly owned Arising Intellectual Property ("Joint IP"), the Parties may enter into a binding agreement setting out the respective rights and obligations of the Parties in respect of Joint IP, including but not limited to the arrangements for protection and exploitation. The Parties shall agree between them on who shall be responsible for the timely prosecution and maintenance of such Joint IP and the Parties shall agree on the proportion of any costs to be borne by each Party incurred in the prosecution and maintenance of any Joint IP.
- 4.9 Other than as specifically provided for in this Agreement, no Party shall use, license, assign or otherwise commercialise its rights in and to Joint IP without the prior written consent of the other Parties.

5. CONFIDENTIALITY

- 5.1 The Parties each undertake to use reasonable endeavours to keep confidential and not to disclose to any third party (other than an Affiliate) or to use themselves other than for the purposes of the Project or as permitted under Clauses 4, 6 and 7 of this Agreement any confidential or secret information in any form directly or indirectly belonging or relating to the other, Affiliates, its or their business or affairs, disclosed

by one and received by another pursuant to or in the course of the Project, including without limitation any Background Intellectual Property or Arising Intellectual Property of another or any jointly owned Arising Intellectual Property (“Confidential Information”).

- 5.2 Each of the Parties undertake to use reasonable endeavours to disclose Confidential Information of another Party only to those of its officers, employees, students, agents, collaborators and contractors, (and those Affiliates) to whom and to the extent to which, such disclosure is necessary for the purposes contemplated under this Agreement and to ensure that all such personnel are bound by terms of confidentiality similar to those contained herein.
- 5.3 The obligations contained in this Clause 5 shall survive the expiry or termination of this Agreement for any reason for a period of 5 (five) years from the expiry or termination date as the case may be. The obligations contained in Clause 5, shall not apply to any Confidential Information which:
 - 5.3.1 is publicly known at the time of disclosure to the receiving Party;
 - 5.3.2 after disclosure becomes publicly known otherwise than through a breach of this Agreement by the receiving Party, its officers, employees, agents or contractors;
 - 5.3.3 can be shown by reasonable proof by the receiving Party to have reached its hands otherwise than by being communicated by the other Party including being known to it prior to disclosure, or having been developed by or for it wholly independently of the other Party or having been obtained from a third party without any restriction on disclosure on such third party of which the recipient is aware, having made due enquiry;
 - 5.3.4 is required by law, regulation or order of a competent authority (including any regulatory or governmental body or securities exchange) to be disclosed by the receiving Party, provided that, where practicable, the disclosing Party is given reasonable advance notice of the intended disclosure and provided that the relaxation of the obligations of confidentiality shall only last for as long as necessary to comply with the relevant law, regulation or order and shall apply solely for the purposes of such compliance; or
 - 5.3.5 is approved for release, in writing, by an authorised representative of the disclosing Party.
- 5.4 Diamond and the Institution acknowledge and accept that the University has legal obligations under the Freedom of Information Act 2000, which provides a right of public access to various types of information held by public bodies. Should the University receive a request under the Freedom of Information Act which relates to the Confidential Information, the University will promptly inform Diamond and/or the Institution. To the extent that the law permits, the University will not publish Confidential Information:
 - 5.4.1 That might prejudice Diamond and/or the Institution’s interests;
 - 5.4.2 That would prejudice the prevention or detection of crime or the prosecution of offenders;
 - 5.4.3 Concerning legal proceedings or investigations being carried out by the University that might lead to criminal or civil proceedings; or

5.4.4 Held under obligation of confidentiality.

6. PUBLICATIONS

- 6.1 The Project will form part of the actual carrying out of a primary charitable purpose of the University (the advancement of education through teaching and research), a primary charitable purpose of Diamond and the primary purpose of the Institution (the advancement of science).
- 6.2 In accordance with normal academic practice, all employees, students, agents or appointees of the University, the Institution and Diamond (including the Student and any others who work on the Project) shall be permitted, following the procedures laid down in Clause 6.3, to publish Arising Intellectual Property or discuss Arising Intellectual Property in internal seminars, publish any Joint IP or discuss any Joint IP in internal seminars and to give instructions within the University, the Institution or Diamond on questions related to such work.
- 6.3 All proposed publications (including, but not limited to, scientific publications, patent applications and non-confidential presentations), shall be submitted in writing to Diamond, the Institution and the University for review at least 30 (thirty) days before submission for publication or before presentation, as the case may be. The reviewing Party may require the deletion from the publication of any Background Intellectual Property of the reviewing Party, or an amendment to the publication through which commercially sensitive Background Intellectual Property is disguised to the satisfaction of each reviewing Party. The reviewing Party may also request the delay of the publication if in the reviewing Party's opinion the delay is necessary in order to seek patent or similar protection to Arising Intellectual Property owned by the reviewing Party. Any delay imposed on publication shall not last longer than is reasonably necessary for the reviewing Party to obtain the required protection; and shall not exceed 6 (six) months from the date of receipt of the proposed publication by the reviewing Party. Notification of the requirement for delay in publication must be received by the publishing Party/Parties within 30 (thirty) days after receipt of the proposed publication by the reviewing Party, failing which the publishing Party shall be free to assume that the reviewing Party/Parties has no objection to the proposed publication.
- 6.4 The Parties agree that any publication in a scientific/academic journal shall give due acknowledgement to the financial and/or intellectual contribution of the Parties and the Student in accordance with standard scientific practice. Unless otherwise agreed in advance, all publications under this Agreement shall be on an open access basis.
- 6.5 Clause 6 does not apply to the submission of the thesis, which is governed by Clause 7.

7. THESIS

- 7.1 This Agreement shall not prevent or hinder the Student from submitting for degrees of the University theses based on results generated within the scope of the Project, as outlined in the First Schedule to this Agreement, as amended from time to time in accordance with Clauses 2.4, 7.2 and 12.9; or from following the University's procedures for examination and for admission to postgraduate degree status (such procedures to include provisions to place the thesis on restricted access within the University's library).

- 7.2 During the Project Period, the Academic Supervisor, the Diamond Supervisor, the Institution Supervisor and the Student shall identify at the progress meetings any Background Intellectual Property of Diamond or the Institution which the Student may wish to incorporate into the Project. Diamond or the Institution shall decide whether or not to allow the identified Background Intellectual Property to be used in the Project. If this decision gives rise to a requirement to amend the description of the Project, as outlined in the First Schedule, such amendment shall be mutually agreed in principle between the Academic Supervisor, the Diamond Supervisor, the Institution Supervisor and the Student and forwarded to the contracting authorities of the University, the Institution and Diamond for authorisation.
- 7.3 The Student shall follow the University's regulations for the submission of the thesis or theses for examination. In any event the Student shall submit a draft thesis to the Academic Supervisor, the Institution Supervisor and Diamond Supervisor at least 30 (thirty) days prior to the date for submission for examination.
- 7.4 The Student may not, without Diamond and/or the Institution's express written consent, include in any thesis any Background Intellectual Property or Arising Intellectual Property belonging solely to Diamond and/or the Institution, which is not directly related to the Project, as outlined in the First Schedule, as amended.
- 7.5 The Student will provide to Diamond an electronic copy of the thesis promptly following the successful completion of the PhD (by email to the Diamond Supervisor and Diamond's Student Engagement Manager: diamond.students@diamond.ac.uk) and, if requested by Diamond, one bound hard copy of the thesis within 3 (three) months of that date.

8. MATERIALS AND EQUIPMENT

- 8.1 During the term of this Agreement it may be necessary for the Parties to provide each other with various proprietary materials for which the following terms will apply:
- 8.1.1 Materials will be provided solely for use in the Project, in the recipient's laboratories only. The recipient undertakes that any materials provided will be used only by the recipient Party's Supervisor, the Student and such persons under the direct supervision of the recipient Party's Supervisor as are required to perform the Project. The materials will not be provided to any other scientist or institution (public or private) without prior written permission from the Party providing the materials (the "Providing Party").
- 8.1.2 Materials are experimental in nature and will be provided without warranties of any kind expressed or implied. The Providing Party, its employees and any Affiliates, accept no liability for damages which might arise in connection with their use, storage or disposal by the recipient. The Providing Party will retain ownership of the materials and makes no representation that the use of the materials provided by it will not infringe any patent, copyright, trademark or other proprietary rights.
- 8.1.3 On the reasonable written request of the Providing Party, on termination of the Agreement the recipient will discontinue use of the materials and at the direction of the Providing Party any remaining materials will be returned to the Providing Party or destroyed, and destruction certified by the recipient.

- 8.1.4 All experimental work within the Project and any destruction of materials pursuant to Clause 8.1.3 above will be carried out in accordance with all applicable local, national and international legislation relating to the safe handling, use and disposal of potentially hazardous materials.
- 8.2 Unless otherwise provided in the First Schedule, any equipment developed jointly during, and for the purpose of the Project, following the end of the Project will be owned by the Party where the laboratory equipment was designed to be used. Specifically, any equipment developed during the Project and designed to be used on or in connection with or to form part of any Diamond beamline, will be owned by Diamond and will, following the Project, become part of the available resource for all Diamond users for public benefit.

9. TERMINATION

- 9.1 Unless terminated earlier in accordance with the provisions of this Clause 9, this Agreement will automatically terminate without notice:
- 9.1.1 on 13 September 2023 in the event that a Student has not been found for the Project; or
 - 9.1.2 at the end of the Project Period; or
 - 9.1.3 if during the Extension Period the thesis has been accepted by the University with final corrections and Diamond has received a copy in accordance with Clause 7.5.
- 9.2 This Agreement may be terminated by either Diamond, the Institution or the University for any breach of the obligations set out in this Agreement by another Party, by giving 90 (ninety) days' written notice to the other Parties of its intention to terminate. The notice shall include a detailed statement describing the nature of the breach. If the breach is capable of being remedied and is remedied within the 90 (ninety) day notice period, then the termination shall not take effect. If the breach is of a nature such that it can be fully remedied but not within the 90 (ninety) day notice period, then termination shall also not be effected if the Party involved begins to remedy the breach within that period, and then continues diligently to remedy the breach until it is remedied fully. If the breach is incapable of remedy, then the termination shall take effect at the end of the 90 (ninety) day notice period in any event. Should this Agreement be terminated due to a breach by Diamond, Diamond will continue to pay the University Diamond's contribution to the student stipend and student fees in accordance with the payment schedule in the Second Schedule.
- 9.3 Diamond, the Institution and the University each agree to notify the others promptly if at any time its Supervisor is unable or unwilling to continue the supervision of the Project. Within 60 (sixty) days after such incapacity or expression of unwillingness the respective Party shall nominate a successor to its supervisor. The other Parties will not decline unreasonably to accept the nominated successor. However, if the successor is not acceptable to the other Parties on reasonable grounds, then that Party may terminate this Agreement by giving 90 (ninety) days' written notice to the other Parties.
- 9.4 The University shall and shall procure that the Student agrees to notify Diamond and the Institution promptly if at any time the Student is unable or unwilling to continue with the Project. In the event that the Student is unable or unwilling to continue with the Project, Diamond and/or the Institution shall be entitled to terminate the

Agreement on written notice to the University and the Student. For the avoidance of doubt, in the event that the Student is unable or unwilling to continue with the Project or in the event of breach of the obligations set out in this Agreement by the University (and/or the Student), and the University and/or the Student (as the case may be) failing to remedy such breach, Diamond and the Institution shall:

- 9.4.1 Be entitled to the repayment of all funding paid by Diamond and the Institution to the University (including, for the avoidance of doubt, Diamond's contributions to the student stipend, student fees, travel, subsistence and accommodation, and conference attendance) which has not been spent or paid to the Student;
 - 9.4.2 To the extent not already repaid under Clause 9.4.1, be entitled to the repayment of all remaining funding paid by Diamond and the Institution to the University (including, for the avoidance of doubt, Diamond's contributions to the student stipend, student fees, travel, subsistence and accommodation and conference attendance), to the extent that the University has paid such amounts to the Student in advance and the University is able, taking reasonable steps, to recover such monies from the Student (in accordance with the Research Councils UK Terms and Conditions of Research Council Training Grants).
 - 9.4.3 Not be required to make any further funding contributions.
- 9.5 Except as set out in Clause 9, the Parties may not terminate this Agreement before the expiry of the Project Period.
- 9.6 Clauses 4 to 8 inclusive, 9.6, 10 and 12 shall survive termination, for whatever reason, of this Agreement.

10. LIMITATION OF LIABILITY

- 10.1 The Parties make no representation or warranty that advice or information given by the Student, the Academic Supervisor, the Institution Supervisor, the Diamond Supervisor or any other of the Party's employees, students, agents or appointees who work on the Project, or the content or use of any materials, works or information provided in connection with the Project, will not constitute or result in infringement of third-party rights.
- 10.2 The Parties accept no responsibility for any use which may be made of any work carried out under or pursuant to this Agreement, or of the results of the Project, nor for any reliance which may be placed on such work or results, nor for advice or information given in connection with them.
- 10.3 The Parties undertake to make no claim in connection with this Agreement or its subject matter against the Student, the Academic Supervisor, the Institution Supervisor, the Diamond Supervisor or any other employee, student, agent or appointee of the Parties (apart from claims based on fraud or wilful misconduct). This undertaking is intended to give protection to individual researchers: it does not prejudice any right which the Parties might have to claim against each other.
- 10.4 The liability of any Party for any breach of this Agreement, or arising in any other way out of the subject matter of this Agreement, will not extend to loss of business or profit, or to any indirect or consequential damages or losses.

- 10.5 The maximum liability of the Parties to each other in connection with this Agreement shall be the amount payable by Diamond to the University under this Agreement. For the avoidance of doubt, nothing in this Clause 10 shall be deemed to exclude or limit in any way any Party's liability for intentional wrongdoing or any Party's statutory liability in respect of death or personal injury caused to any person as a result of the Party's negligence.

11. NOTICES

- 11.1 The Parties' representatives for the purpose of receiving Project-related notices and legal notices shall be as set out in the First Schedule.

- 11.2 Any legal notice to be given under this Agreement must be in writing, may be delivered to the other Party by any of the methods set out in the left hand column below, and will be deemed to be received at the day or time set out in the right hand column:

<i>Method of service</i>	<i>Deemed day / time of receipt</i>
By email	at the time of transmission
By hand or courier	the day of delivery
By pre-paid first class post	the second Business Day after posting
By recorded delivery post	the next Business Day after posting.

12. GENERAL

- 12.1 No Party shall be liable for delay in performing or for failure to perform obligations hereunder if the delay or failure results from any cause or circumstance whatsoever beyond its reasonable control, including any breach or non-performance of this Agreement by the other Party (hereinafter "Event of Force Majeure"), provided the same arises without the fault or negligence of such Party. If an Event of Force Majeure occurs, the date(s) for performance of the obligation affected shall be postponed for as long as is made necessary by the Event of Force Majeure, provided that if any Event of Force Majeure continues for a period of 3 (three) months or more, the University, the Institution and Diamond shall have the right to terminate this Agreement forthwith by written notice to the other Parties. All Parties shall use their reasonable endeavours to minimise the effects of any Event of Force Majeure.
- 12.2 Notwithstanding any other provision in this Agreement, the Parties confirm that access to beamtime (synchrotron and electron microscope) at Diamond shall be in accordance with Diamond's standard user terms.
- 12.3 In the event that the Student is not a British national, the University shall ensure that the Student has any necessary visa/s and/or other permit/s required by the Student to reside in the United Kingdom and carry out the Project at the Diamond location, the Institution location and the University location in the United Kingdom for the duration of the studentship and will provide Diamond with all relevant documentation on request from Diamond. In particular, the University and the Student shall ensure compliance with the Immigration Asylum and Nationality Act 2006 and any other relevant United Kingdom legislation.

- 12.4 The Parties shall, and shall procure that persons associated with them who are working on the Project, comply with all applicable laws, statutes, regulations and sanctions, including those relating to modern slavery and anti-bribery and anti-corruption (including but not limited to the Modern Slavery Act 2015 and the Bribery Act 2010).
- 12.5 Clause headings are inserted into this Agreement for convenience only, and they shall not be taken into account in the interpretation of this Agreement.
- 12.6 Nothing in this Agreement creates, implies or evidences any partnership or joint venture between the Parties, or the relationship between them of principal and agent.
- 12.7 No Party shall use the name, crest, logo or registered image of another or another's Affiliates in a press release or promotional materials, without the prior written consent of that Party; provided, however, that publication of the sums received from Diamond and the Institution in the University's Annual Report and similar publications shall not be regarded as breach of this clause.
- 12.8 Except as expressly provided in this Agreement, nothing in this Agreement shall confer or purport to confer on a third party any benefit or any right to enforce any term of this Agreement.
- 12.9 Aside from the appointment agreement to be entered into by the Parties and the Student, this Agreement and its three schedules (which are incorporated into and made a part of this Agreement) constitute the entire agreement between the Parties for the Project. Any variation shall be in writing and signed by authorised signatories for the Parties other than for the Extension Period pursuant to Clause 2.4.
- 12.10 The Parties agree that any personal data transferred from one Party to the other in connection with this Agreement or the Project shall be held and processed by the recipient in accordance with all applicable data protection laws, statutes and regulations (including but not limited to the Data Protection Act 2018).
- 12.11 If any one or more clauses or sub-clauses of this Agreement would result in this Agreement being prohibited pursuant to any applicable competition law then it or they shall be deemed to be omitted. The Parties shall uphold the remainder of this Agreement, and shall negotiate an amendment which, as far as legally feasible, maintains the economic balance between the Parties.
- 12.12 This Agreement may be executed in any number of counterparts, each of which when executed (and delivered) will constitute an original of this Agreement, but all counterparts will together constitute the same agreement. No counterpart will be effective until each Party has executed at least one counterpart.
- 12.13 This Agreement shall be governed by the laws of England and Wales. The Courts of England and Wales shall have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with this Agreement.

Signed for and on behalf of XXXXXXXXXX (*university*)

Signature: _____

Name: _____

Title: _____

Date: _____

Signed for and on behalf of XXXXXXXX (*institution*)

Signature: _____

Name: _____

Title: _____

Date: _____

Signed for and on behalf of Diamond Light Source Limited

Signature: _____

Name: _____

Title: _____

Date: _____

I, the Academic Supervisor, acknowledge that I have read and understood the terms and conditions of this Agreement and accept to be bound personally by Clauses 2.6, 4, 5, 6 and 7. I also agree to use reasonable endeavours to enable the University to comply with its obligations under this Agreement.

Signature: _____

Name: _____

Title: _____

Date: _____

I, the Institution Supervisor, acknowledge that I have read and understood the terms and conditions of this Agreement and accept to be bound personally by Clauses 2.6, 4, 5, 6 and 7. I also agree to use reasonable endeavours to enable the Institution to comply with its obligations under this Agreement.

Signature: _____

Name: _____

Title: _____

Date: _____

I, the Diamond Supervisor, acknowledge that I have read and understood the terms and conditions of this Agreement and accept to be bound personally by Clauses 2.6, 4, 5, 6 and 7. I also agree to use reasonable endeavours to enable Diamond to comply with its obligations under this Agreement.

Signature: _____

Name: _____

Title: _____

Date: _____

FIRST SCHEDULE (THE PROJECT)

PROJECT TITLE: "XXX"

Academic Supervisor: XXX

Diamond Supervisor: XXX

The Institution Supervisor: XXX

Project Period: the XXX year period from 1 October 2023 to XXX.

Background

XXX

Project Description

XXX

Research Techniques

XXX

Student Training

XXX

Milestones

XXX

Time Division

XXX

Notices

The University's representative for the purposes of receiving Project-related notices shall be:

XXX

XXX

XXX

XXX

Email Address: **XXX**

The University's representative for the purposes of receiving legal notices shall be:

XXX

XXX

XXX

XXX

Diamond's representative for the purposes of receiving Project-related notices shall be:

XXX

Diamond Light Source Ltd
Diamond House
Harwell Science and Innovation Campus
Didcot
Oxfordshire
OX11 0DE
Email Address: **XXX**

Diamond's representative for the purposes of receiving legal notices shall be:

Head of Commercial Management
Diamond Light Source Ltd
Diamond House
Harwell Science and Innovation Campus
Didcot
Oxfordshire
OX11 0DE

Email address: paul.barrett@diamond.ac.uk

With a copy to legal@diamond.ac.uk

The Institution's representative for the purposes of receiving Project-related notices shall be:

XXX

XXX

XXX

XXX

Email Address: **XXX**

The Institution's representative for the purposes of receiving legal notices shall be:

XXX

XXX

XXX

XXX

SECOND SCHEDULE (FUNDING)

Studentship Agreement: Diamond Light Source Ltd / XXX / XXX

A fixed sum of **£29,033.50²** will be paid by Diamond to the University to support the studentship as follows:

a) Total contribution to Student Stipend: **£21,033.50**

The total contribution to the Student Stipend is made up as follows:

i.	2023/2024	-	£5,049.50
ii.	2024/2025	-	£5,186.00
iii.	2025/2026	-	£5,326.50
iv.	2026/2027	-	£5,471.50

b) Total contribution to Student Fees: **£5,000**

The total contribution to Student Fees is made up as follows:

i.	2023/2024	-	£1,250
ii.	2024/2025	-	£1,250
iii.	2025/2026	-	£1,250
iv.	2026/2027	-	£1,250

c) Total contribution to travel to and from Diamond, subsistence and accommodation: **£2,000**

i.	2023/2024	-	£500
ii.	2024/2025	-	£500
iii.	2025/2026	-	£500
iv.	2026/2027	-	£500

d) Total contribution to conference attendance: **£1,000**

i.	2023/2024	-	£250
ii.	2024/2025	-	£250
iii.	2025/2026	-	£250
iv.	2026/2027	-	£250

Diamond will make payments by BACS on receipt of the fully executed Agreement and invoice on the following dates:

First payment	£7,049.50	1 October 2023
Second payment	£7,186.00	1 October 2024
Third payment	£7,326.50	1 October 2025
Fourth payment	£7,471.50	1 October 2026
TOTAL	£29,033.50	

² The figures assume a 4 year studentship

Invoices should be sent to dlsaccountspayable@diamond.ac.uk and include the following reference number: **STU0XXX** as well as reference to the Student's name, the Diamond Purchase Order number, the payment number and the year.

The University's bank and finance details are as follows:

University's name (for banking purposes): [please provide]

University's address (for banking purposes): [please provide]

Accounts receivable contact: [please provide]

Accounts receivable email: [please provide]

Name of Bank: [please provide]

Bank address: [please provide]

Account name: [please provide]

Account number: [please provide]

Sort code: [please provide]

SWIFT code: [please provide]

IBAN number: [please provide]

A fixed sum of **£29,033.50³** will be paid by the Institution to the University to support the studentship as follows:

e) Total contribution to Student Stipend: **£21,033.50**

The total contribution to the Student Stipend is made up as follows:

v.	2023/2024	-	£5,049.50
vi.	2024/2025	-	£5,186.00
vii.	2025/2026	-	£5,326.50
viii.	2026/2027	-	£5,471.50

f) Total contribution to Student Fees: **£5,000**

The total contribution to Student Fees is made up as follows:

v.	2023/2024	-	£1,250
vi.	2024/2025	-	£1,250
vii.	2025/2026	-	£1,250
viii.	2026/2027	-	£1,250

g) Total contribution to travel to and from the Institution, subsistence and accommodation: **£2,000**

v.	2023/2024	-	£500
vi.	2024/2025	-	£500
vii.	2025/2026	-	£500
viii.	2026/2027	-	£500

h) Total contribution to conference attendance: **£1,000**

v.	2023/2024	-	£250
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³ The figures assume a XXX year studentship

vi.	2024/2025	-	£250
vii.	2025/2026	-	£250
viii.	2026/2027	-	£250

The Institution will make payments by BACS on receipt of the fully executed Agreement and invoice on the following dates:

First payment	£7,049.50	1 October 2023
Second payment	£7,186.00	1 October 2024
Third payment	£7,326.50	1 October 2025
Fourth payment	£7,471.50	1 October 2026
TOTAL	£29,033.50	

The University shall fund the balance of the studentship for the Project Period, which amount the Parties agree shall not be less than **£48,067** and shall be made up as follows:

a) Total University contribution to Student Stipend:	£42,067
b) Total University contribution to Travel:	£4,000
c) Total University contribution to Conference Attendance:	£2,000

The University shall also fund the balance of the Student Fees (including any international and college fees).

All contributions to Student Stipend shall be paid by the University to the Student.

The Parties' intention in entering into this Agreement is to jointly fund and undertake research in order to advance knowledge and understanding for the general public good. The Parties consider that the research to be undertaken does not constitute a supply for VAT purposes and, therefore, falls outside the scope of VAT.

The Student shall be responsible for making their own travel and accommodation arrangements.

At the end of each year of the Project, and typically together with the University's annual invoice, the University shall provide Diamond and the Institution with a report verifying that the funding allocated to travel and accommodation and conference attendance has in fact been used by the Student for the Project. In the event that the report indicates that the funds already transferred to the University for the purposes of travel and accommodation and conference attendance have not yet been fully spent or used for this purpose, Diamond and the Institution may at its sole discretion reduce any subsequent travel and accommodation and conference attendance payments to the University, taking into account the potential costs of such items in subsequent years. At the end of the Project Period, any unspent funding contributions from Diamond to travel and accommodation and conference attendance will be repaid to Diamond.

It is furthermore acknowledged by the Parties that the Student will receive at least the national minimum doctoral stipend as published annually by UK Research and Innovation.

THIRD SCHEDULE (APPOINTMENT AGREEMENT)

DIAMOND LIGHT SOURCE LIMITED

APPOINTMENT AGREEMENT

Studentship Agreement:	Diamond Light Source Ltd ("Diamond") / XXX (the "University") / XXX (the "Institution") Project Title: "XXX"			
Name of Individual:	XXXX			
Title of Appointment:	Student			
Employer/Establishment:	XXX			
Diamond Supervisor(s)	XXX			
Access Period:	Start Date:	XXX	End Date:	XXX

Diamond, the Institution, the University and the Student (the "Parties") wish to enter into this agreement pursuant to the Studentship Agreement, in order to record the terms on which the Student has agreed to undertake the Project and the basis on which permission has been given to the Student to work on Diamond's premises.

The Student acknowledges that their permission to work on Diamond's premises and Diamond's agreement to part fund the studentship is subject to the following conditions:

1. The Student accepts that the terms of the Studentship Agreement between Diamond, the Institution and the University relating to intellectual property (Clause 4) and confidentiality (Clause 5) will apply to the Student and the Student will do all things necessary to give effect to them. In particular, the Student agrees to grant to Diamond and have granted to them the licences set out in Clauses 4.3, 4.5 and 4.7 of the Studentship Agreement and Diamond agrees to grant to the Student the licence set out in Clause 4.7 of the Studentship Agreement.
2. The Student accepts that the terms of the Studentship Agreement between Diamond, the Institution and the University relating to the Project (Clause 2), publications (Clause 6) and the thesis (Clause 7) will apply to the Student and the Student will do all things necessary to give effect to them.
3. Whilst working on Diamond's premises, the Student will remain under the ultimate control of the University. The Student acknowledges that their contractual obligations towards the University will continue.
4. The Student undertakes to comply with all policies, works rules, health and safety and other regulations communicated to them by Diamond and which Diamond may reasonably prescribe during the Access Period.
5. The Student acknowledges that Diamond will process their personal data (which may include, where necessary, special category data, such terms being as defined in the Data Protection Act 2018) for purposes connected with their studentship / visits to Diamond and/or for the protection of the Student's health and safety whilst at Diamond. All data will

be processed in accordance with Diamond's Data Protection Policy and Privacy Notice and such data may be shared on a common database with the Science and Technology Facilities Council as part of UK Research and Innovation. Diamond may transfer or make available such information to third parties who provide products or services to Diamond (such as advisers and insurers), regulatory authorities, and governmental or quasi-governmental organisations in accordance with Diamond's Privacy Notice. Diamond may transfer such information outside the United Kingdom (if required) and Diamond will do so in line with the relevant legislation.

6. The Student agrees to treat details of any Diamond procedures, projects, research or user data of which they become aware in the course of their work or visits to Diamond as strictly confidential, and will not disclose such information relating to Diamond activities to any person (including the University) without express written permission to do so in the Studentship Agreement or from a Diamond Director.
7. The Student acknowledges that they are not authorised to sign any document on behalf of Diamond and that they will not use any of the names, marks, logos or letterheads of Diamond except with the prior written permission of a Diamond Director. At no time will the Student use Diamond's facilities for their own personal or business purposes.
8. In the event of Diamond allowing the Student to participate in research falling outside the scope of the Studentship Agreement, the Student agrees to abide by the terms and conditions governing the funding provided (by Diamond or third parties) to conduct such research (a copy of which may be obtained from Diamond), and the Student will do everything required to give effect to them. Specifically, the Student agrees that any intellectual property and the publication of any results will be dealt with as prescribed by those terms. The Student agrees that these undertakings will continue in force notwithstanding the termination of this agreement or the Studentship Agreement between Diamond, the Institution and the University or the termination of the Students' work with the University.
9. The Student confirms that they will provide Diamond with a written declaration, detailing any materials owned by the Student or by a third party which the Student intends to use on Diamond premises.
10. This Agreement will continue in effect for the Access Period, unless terminated under the conditions set out in the Studentship Agreement between Diamond, the Institution and the University, or unless the Project Period (defined in the Studentship Agreement) is extended by the Parties, in which case this agreement may be extended accordingly by Diamond providing written notice (by e-mail) to the Student and the University.
11. Any variation to this Agreement (other than in accordance with the previous clause) shall be agreed in writing and signed by the Parties.

Signed by the Student

Signature: _____

Name: _____

Date: _____

Signed for and on behalf of XXXXXXXX (*university*)

Signature: _____

Name: _____

Title: _____

Date: _____

Signed for and on behalf of the XXXXXXXX (*institution*)

Signature: _____

Name: _____

Title: _____

Date: _____

Signed for and on behalf of Diamond Light Source Limited

Signature: _____

Name: _____

Title: _____

Date: _____