**PARTNER AGREEMENT**

between

**THE UNIVERSITY OF SHEFFIELD**, incorporated by Royal Charter (company number RC000667) whose address is Western Bank, Sheffield, S10 2TN ("Sheffield")

and

**[XXXXX ]**, incorporated in the United Kingdom by XXXXX, whose address is XXXXXXXXX ("the Partner")

(each a "Party" and together "the Parties")

**BACKGROUND:**

1. Sheffield is the lead party amongst a consortium of parties, ("the Original Partners"), which submitted a proposal to the EPSRC, ("the Proposal"), for funding to enable a programme of research to be initiated, undertaken and managed, entitled "UKCCSRC – The United Kingdom Carbon Capture and Storage Research Community Network+ 2022", ("the Programme");

2. The EPSRC made an offer of grant to Sheffield by letter dated 22nd September 2021, ("the Offer"), which Sheffield accepted on behalf of the Original Partners by letter dated 24th September 2021, such Offer and acceptance together constituting the Award of Grant, Ref EP/W002841/1, ("the EPSRC Award");

3. The Partner has, as lead party amongst a consortium of parties, ("the Consortium"), submitted a proposal to the Programme management requesting an allocation of funding awarded to the Programme by the EPSRC under the EPSRC Award, for the purposes of undertaking a project of research consistent with the aims of the Programme, ("the Project"), which proposal has been approved;

4. The Parties now wish to agree between them the terms and conditions which will apply in relation to such allocation of funding and to the undertaking of the Project.

**THEREFORE THE PARTIES AGREE AS FOLLOWS:**

Clause 1 – Definitions

| | | |
|---|---|---|
| 1.1 | "the EPSRC" | shall mean the Engineering and Physical Sciences Research Council. |
| | "the Award Conditions" | shall mean the terms and conditions incorporated within the EPSRC Award, as annexed hereto and incorporated herein as Part 3 of the Schedule. |

| | |
|---|---|
| “the Project” | shall mean the project to be undertaken by the Project Consortium in accordance with this Agreement, as such project is more particularly detailed in the Project Proposal. |
| “the Project Proposal” | shall mean the proposal submitted by the Project Consortium in relation to the Project, as annexed hereto and incorporated herein as Part 2 of the Schedule. |
| “the Project Consortium” | shall mean the partners, led by the Partner, which shall collectively be responsible for implementation of the Project in accordance with the requirements of this Agreement. |
| “the Project Consortium Agreement” | shall mean the agreement in writing amongst the Consortium regulating their collective undertaking of the Project. |
| “the Project Funding” | shall mean the funding which has been allocated to the Project in accordance with this Agreement, as specified in Part 1 of the Schedule and which is more particularly detailed in the Project Proposal. |
| “this Agreement” | shall mean this agreement between the Parties, as the same may be amended only by further agreement in writing between them. |
| “the Schedule” | shall mean the schedule, (in 3 parts), annexed to, and which shall be deemed incorporated in, this Agreement. |

Clause 2 – The Project

2.1 The Project shall be undertaken by the Project Consortium in accordance with: (i) the provisions of the Project Proposal; and (ii) the terms and conditions of, or which are referred to in, this Agreement, including in particular, (but without limitation), the Award Conditions.

2.2 The Project Proposal is annexed to this Agreement as Part 2 of the Schedule, and may be amended only by agreement in writing between the Parties. For the avoidance of doubt Sheffield shall be under no obligation to agree to any proposed amendment where, in the opinion of Sheffield, such amendment shall conflict with the overall objectives of the Programme.

2.3 The Award Conditions annexed to and incorporated within this Agreement as Part 3 of the Schedule. The Project shall be undertaken as if the Project Consortium had been directly in receipt of an award of funding from the EPSRC. Accordingly, to the extent they may reasonably and properly apply in relation to the undertaking of the Project, (including, without limitation, in relation to the results to be generated thereunder), the Award Conditions shall apply.

2.4 The Partner shall conclude a Project Consortium Agreement amongst the Project Consortium, in order to regulate their collective undertaking of the Project, which Project Consortium Agreement shall incorporate the terms of this Agreement, (including in particular, (but without limitation), the Award Conditions), with effect that each Project Consortium partner shall be bound by like provisions to those contained in this Agreement in respect of the Project.

Such Project Consortium Agreement shall be concluded amongst the Project Consortium before commencement of the Project, failing which, (or in the event that Sheffield reasonably considers that such Project Consortium Agreement or any subsequent amendment thereof shall not be consistent with the goals and requirements of the programme and/or this Agreement), Sheffield shall, in order properly to protect the interests of the EPSRC, delay the payment of the Project Funding.

The Partner shall provide Sheffield with a copy of the fully signed Project Consortium Agreement. In the event that the Project Consortium Agreement shall be amended, Sheffield shall be provided with a copy of any such amendment within ten (10) days of conclusion.

[2.5 The Partner confirms it has industrial partner co-funding to support the Project in accordance with the scheme rules and Project Proposal. The Partner shall ensure the terms under which this funding is received does not conflict with the terms of this Agreement.]

Clause 3 – The Project Funding

3.1 Subject to the conclusion of an appropriate Project Consortium Agreement as provided for under Clause 2.4, Sheffield shall pay the Project Funding to the Partner.

3.2 The total Project Funding payable is detailed in Part 1 of the Schedule.

3.3 The Partner will nominate a designated Financial Contact who shall, on behalf of the Project Consortium, be the sole point of contact for Sheffield in relation to the administration of Project Funding.

3.4 Invoices will be submitted quarterly, in arrears. Payment shall be subject to satisfactory performance of the Project and to proper compliance with the provisions of this Agreement, (including, without limitation, the Award Conditions). The Parties acknowledge that Sheffield is not simply a conduit for payments of EPSRC funding, but has contractual responsibilities to the EPSRC, in relation to such funding. Payment of the final invoice will be subject to the Project Consortium's satisfactory compliance with the requirements of Clause 4.5.

3.5 Invoices shall be submitted to:

UKCCSRC Finance Manager,
Ella Armitage Building
40 Leavy Greave Road
University of Sheffield
Sheffield
S3 7RD

Or by email to ukccsrcfinance@sheffield.ac.uk

3.6 The Partner shall pay to each Project Consortium partner such amount as has been allocated to such partner, in accordance with the payment provisions of the Project Consortium Agreement, but always subject to the proper performance on the part of any such partner of its Project obligations.

The Partner shall keep full records of all payments of Project Funding made to each such Project Consortium partner, which records shall include any relevant criteria on the basis of which any such performance has been accepted, including performance against the Project Deliverables and Timelines set out as Part 3 of the Schedule. Sheffield shall be entitled to inspect such records on request.

3.7 For the avoidance of doubt, Sheffield shall incur no liability on its own account for payment of the Project Funding, other than as specifically stated in this Agreement, and shall only be liable under this Agreement to the extent it has received the relevant funding from the EPSRC.

## Clause 4 – Project Monitoring and Reporting

4.1 The Project's formal administrative/financial contact within the UKCCSRC will be the Finance Manager.

4.2 The Project's day to day contact within the UKCCSRC will be the Centre Manager to whom a formal progress report must be submitted at the 3 month period.

4.3 In order to ensure impact of the Project, the Partner must submit news articles for the UKCCSRC website at appropriate milestone points, to the Communications Officer in the UKCCSRC Secretariat.

4.4 Either the Principal Investigator or Co-Investigator on the Project, (as identified in the Project Proposal), or a representative from the Project Consortium, must attend each UKCCSRC Conference and either present an oral presentation in a technical parallel session, (if appropriate), or a poster on the progress of the Project.

4.5 At the conclusion of the Project, a formal written report as well as an informal blog report for the UKCCSRC website, with appropriate images and graphics, must be submitted to the UKCCSRC within one month of the Project's completion date.

## Clause 5 Intellectual Property

5.1 It is expected that any intellectual property, know-how and results created in the course of the Project shall be owned by the Party that generates them. Nothing in this Agreement shall affect the absolute and unfettered rights of each Party in any intellectual property owned or controlled by that party prior to commencement of, or independently from, the Project and which that party contributes or uses in the course of performing the Project.

## Clause 6 Confidentiality

6.1 Each Party shall, for the duration of the Project and for five (5) years thereafter, use reasonable endeavours not to disclose to any third party any Confidential Information (which term shall mean any information disclosed by one party ("Disclosing Party") to the other Party ("Receiving Party") and identified as confidential before or at the time of disclosure). Further, the Receiving Party shall keep the Confidential Information confidential, only disclose it to its employees who have a "need to know" the information for the purpose of the Study and only use it for the purpose of the Project. Confidential Information does not include information that is known to the Receiving Party before the start of the Project, and not impressed already with any obligation of confidentiality to the Disclosing Party, is in or comes into the public domain through no fault of the Receiving Party, is independently developed by the Receiving Party, is disclosed to the Receiving Party by a third party at liberty to disclose the information without breach of the terms of this Agreement or is required to be disclosed by law.

## Clause 7 Liability

7.1 The liability of each 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. In any event, except where liability cannot be limited or excluded by law, the maximum liability of each Party under or otherwise in connection with this Agreement or its subject matter shall not exceed the value of the funding received by the Partner from Sheffield under this Agreement.

Clause 8 – Publicity and Branding

8.1 The UKCCSRC logo and acknowledgement of their support must be prominent on any printed or online material. The logo and other branding materials will be supplied by the UKCCSRC Secretariat

8.2 For the avoidance of doubt, the EPSRC logo (https://epsrc.ukri.org/about/logos/) must also be included in publicity material, along with the strapline "*The UKCCSRC is supported by the EPSRC as part of the UKRI Energy Programme*".

8.3 The Project will be sent templates for posters and presentations with appropriate branding which must be used when disseminating Project information/results at events.

Clause 9 – Law

9.1 This Agreement shall be interpreted in accordance with English Law and subject to the exclusive jurisdiction of the English Courts.

IN WITNESS WHEREOF the Parties have executed this Agreement as follows:

**For and on behalf of the University of Sheffield by:**

Signature: _____

Name: _____

Designation: _____

Date: _____

**For and on behalf of XXXXXX by:**

Signature: _____

Name: _____

Designation: _____

Date: _____

## Schedule

This is the Schedule referred to in the foregoing Agreement between the University of Sheffield and XXXX XXXXX

**Part 1. The Project**

**Project Title:** **"XXXXX"**

**Lead Partner:** XXXXX

**Grant Holder:** XXXXX

**Starts/End Dates:**

**Funds Awarded and budget breakdown:**

**Part 2. The Project Proposal**

**Part 3. The Award Conditions**