

Dated

2019

RAIL SAFETY AND STANDARDS BOARD LIMITED

and

[xxxxx]

Grant Agreement

[PROJECT TITLE]

RSSB/[REF.]

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THIS DEED IS DATED

2019

BETWEEN

- (1) RAIL SAFETY AND STANDARDS BOARD LIMITED a company registered in England and Wales under number 04655675 whose registered office is at The Helicon, 1 South Place, London, England, EC2M 2RB (“**RSSB**”); and
- (2) [XXXX], a company registered in [England and Wales] under number [XXXXX] whose registered address is at [XXXXXXXX] (“**the Recipient**”).

RECITALS

- (A) RSSB has agreed to pay the Grant to the Recipient to assist it in carrying out the Project.
- (B) This Agreement sets out the terms and conditions on which the Grant is made available by RSSB to the Recipient.
- (C) The availability and use of the Grant shall at all times be subject to the terms and conditions set out in this Agreement.

IT IS HEREBY AGREED

1. Definitions

In this Agreement the following terms shall have the following meanings:

- 1.1 “Background IPR”** shall mean any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever generated prior to the Commencement Date or otherwise generated independently of the Project and the Grant. Background IPR shall include (but not be limited to) any items detailed in Schedule 4
- “Bribery Act”** shall mean the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.
- “Commencement Date”** shall mean the date of this Agreement
- “Data Protection Laws”** shall mean the General Data Protection Regulation (EU) 2016/679, the Data Protection Act 2018, the Privacy and Electronic Communications (EC

Directive) Regulations 2003 and any other statute, law, secondary legislation or regulations pertaining to privacy, confidentiality and protection of personal data;

“Eligible Costs”	shall have the meaning as set on in Schedule 4
“Exploitation Plan”	shall mean the Recipient’s written plan to commercially exploit the Project IPR, a first draft of which shall be provided within 1 month of the Commencement Date and shall be revised as appropriate during the Project by the Recipient and agreed in writing by RSSB.
“Final Report”	shall mean a report giving a summary of the Project activities undertaken, project outcomes and findings and any quantifiable benefits to the rail industry, which report shall be in a form suitable for upload by RSSB to its SPARK web tool.
“Grant”	shall mean the sum of up to £[XXXXX] to be paid to the Recipient in accordance with this Agreement.
“Grant Period”	shall mean the period for which the Grant is awarded starting on the Commencement Date and ending on [XXXX]
“Intellectual Property Rights”	shall mean all patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including Know-How) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
“Know-How”	shall mean information, data, know-how or experience whether patentable or not and including any technical and commercial information relating to research, design, development, manufacture, use or sale.
“Prohibited Act”	shall mean:

- (a) offering, giving or agreeing to give to any servant of RSSB any gift or consideration of any kind as an inducement or reward for:
 - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with RSSB; or
 - (ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with RSSB;
- (b) entering into this Agreement or any other contract with RSSB where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to RSSB;
- (c) committing any offence:
 - (i) under the Bribery Act;
 - (ii) under legislation creating offences in respect of fraudulent acts; or
 - (iii) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with RSSB; or
 - (d) defrauding or attempting to defraud or conspiring to defraud RSSB.

“Project” shall mean the project described in Schedule 1.

“Project IPR” shall mean any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights developed during the Grant Period

“Project Manager” shall mean the individual who has been nominated to represent RSSB for the purposes of this Agreement.

- 1.2 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.3 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.4 References to legislation include references to that legislation as modified or re-enacted from time to time and to any subsidiary legislation made pursuant to it.
- 1.5 This Agreement shall be binding on the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.6 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. Purpose of Grant

- 2.1 The Recipient shall use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of RSSB.
- 2.2 The Recipient shall not make any significant change to the Project without RSSB's prior written agreement.
- 2.3 The Recipient must immediately inform the RSSB of any other public funding applied for or awarded in respect of the Project or otherwise against the Eligible Costs covered by this Grant and shall not accept any such public funding during the Grant Period without first informing RSSB. Any such public funding may reduce the amount of Grant which may lawfully be provided by RSSB and/or may cause RSSB to require repayment of Grant pursuant to clause **Error! Reference source not found.**

3. Payment of Grant

- 3.1 Subject to clause 11, RSSB shall pay the Grant to the Recipient in accordance with Schedule 2, when payment falls due, and subject to receipt by RSSB from the Recipient of any report or evidence ("the Evidence") required in respect of a particular instalment (as set out at Schedule 2).
- 3.2 Unless Schedule 2 expressly provides otherwise, payment of the Grant shall be in arrears and in respect of Eligible Costs incurred and paid by the Recipient.
- 3.3 Where Schedule 2 provides for the Grant to be paid over two or more financial years, the Recipient agrees and accepts that payments of the Grant can only be made to the extent that RSSB has received available funds from the Department for Transport for that financial year in respect of the programme under which the Grant is provided.
- 3.4 RSSB shall promptly review any Evidence in respect of a particular instalment and respond to the Recipient within 30 (thirty) days of receipt. Upon acceptance of the

Evidence RSSB will make payment no later than 30 (thirty) days after the date of acceptance.

3.5 The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.

3.6 The Recipient shall promptly repay to RSSB any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes without limitation situations where an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.

4. Use of Grant

4.1 The Grant shall be used by the Recipient for costs incurred in connection with the delivery of the Project which:

4.1.1 are listed in the Project proposal in Schedule 1 or otherwise agreed in writing with the Project Manager; and

4.1.2 (in either event) meet the definition of Eligible Costs.

4.2 The Recipient shall not use the Grant to pay for any expenditure commitments of the Recipient entered into or accruing before the Commencement Date, unless this has been approved in writing by RSSB.

4.3 The Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period.

4.4 Should any part of the Grant remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent monies are returned to RSSB.

4.5 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project must be managed and paid for by the Recipient. There will be no additional funding available from RSSB for this purpose.

5. Accounts and records

5.1 Where any element of the Grant is paid in advance, such Grant shall be treated for the purposes of the Recipient's accounts as a restricted fund and shall not be included under general funds.

5.2 The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.

5.3 The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate. RSSB shall have the right to review, at RSSB's reasonable request, the Recipient's accounts and records that relate

to the expenditure of the Grant and shall have the right to take copies of such accounts and records.

5.4 The Recipient shall provide RSSB with a copy of its annual accounts upon RSSBs request.

5.5 The Recipient shall comply and facilitate RSSB's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and RSSB.

6. Monitoring and reporting

6.1 The Recipient shall closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.

6.2 The Recipient shall provide RSSB with regular reports on its use of the Grant and delivery of the Project (the "Periodic Report") in the format set out in Schedule 5 or as otherwise agreed with the Project Manager. The Periodic Report will be provided to RSSB on a monthly basis or on such dates as are agreed with the Project Manager.

6.3 In addition to the Periodic Reports pursuant to Clause 6.2, the Recipient shall provide a report every quarter and in such format as RSSB may reasonably require. The Recipient shall provide RSSB the quarterly report within 30 days of the end of each quarter to which it relates.

6.4 Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient shall (in addition to its obligations under clause 2.3) include the amount of such funding in its financial reports together with details of what that funding has been used for.

6.5 The Recipient shall on request provide RSSB with such further information, explanations and documents as RSSB may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.

6.6 The Recipient shall permit any person authorised by RSSB such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.

6.7 The Recipient shall provide RSSB with a Final Report on completion of the Grant Period. For the purpose of clause 3.1, the Final Report shall be required as part of the Evidence for the final instalment of the Grant.

7. Acknowledgment and publicity

7.1 RSSB and the Recipient shall work together to develop an agreed written publicity strategy ("**Publicity Strategy**") setting out the broad content and timings of public and media announcements concerning the Project. The purposes of the Publicity Strategy shall include ensuring that each party is briefed and ready to respond to any queries raised with that party as a result of any publication.

- 7.2 During the Grant Period neither the Recipient nor RSSB shall publish any material referring to the Project unless in accordance with the Publicity Strategy or with the prior written agreement of the other party. Such written agreement shall not be unreasonably withheld, and a response shall be provided within 14 days of any such request.
- 7.3 The Recipient shall acknowledge the support of RSSB in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by RSSB or as required by the Publicity Strategy) shall include RSSB's name and logo (or any future name or logo adopted by RSSB) using the templates provided by RSSB from time to time.
- 7.4 In using RSSB's name and logo, the Recipient shall comply with all reasonable branding guidelines issued by RSSB from time to time.
- 7.5 The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by RSSB and as RSSB may reasonably require.
- 7.6 The Recipient may also be required to produce a description of the Project for use and publishing by RSSB in addition to the information provided elsewhere under this Agreement.
- 7.7 Despite clause 7.2, RSSB reserves the right to acknowledge the Recipient's involvement in the Project and use the public description of the Project already provided.
- 7.8 Notwithstanding the provisions of clauses 7 to 9, RSSB may, at any time during or after the Grant Period, to disseminate knowledge relating to or deriving from the Project for the benefit of the rail industry by publishing reports of the Project (which may include material in reports submitted by the Recipient pursuant to clause 6) on its SPARK web tool. RSSB shall consult with the Recipient prior to such publication and shall (acting reasonably and prudently) give all due consideration to any request by the Recipient to withhold material from publication if such publication would:
- 7.8.1 compromise the registration of any Intellectual Property Rights or;
- 7.8.2 otherwise cause harm to the commercial interests of the Recipient.
- 7.9 If the performance of the Recipient's obligations pursuant to clause 6 would require the Recipient to deliver to RSSB material which the Recipient considers should be withheld from publication on the SPARK web tool, the Recipient shall clearly identify that material or shall deliver the relevant report in redacted-for-publication and confidential versions.
- 7.10 The Recipient shall comply with all reasonable requests from RSSB to facilitate visits, provide reports, statistics, photographs and case studies that will assist RSSB in its promotional and fundraising activities relating to the Project.

8. Intellectual Property Rights

- 8.1 For the avoidance of doubt:

- 8.1.1 all Background IPR shall remain the property of the party owning it (or, where applicable, the third party from whom its right to use the Background IPR has derived); and
 - 8.1.2 subject to clauses 8.2 and 8.3, all Project IPR shall remain the property of the Recipient.
- 8.2 If Schedule 1 provides for RSSB to support the Recipient through the provision of information, data, tools, models, Know-How or other materials:
- 8.2.1 RSSB grants to the Recipient a royalty-free, non-assignable licence to use those materials for the purpose of the Project;
 - 8.2.2 without prejudice to clause 8.2.1, nothing in this Agreement grants or transfers any Intellectual Property Rights in such materials to the Recipient; and
 - 8.2.3 the Recipient's use of any such materials will be subject to any terms and conditions (including any terms and conditions regulating the ownership of Intellectual Property Rights for data inputted into such materials) as are made available to the Recipient prior to its use of such materials.
- 8.3 If Schedule 1 provides for RSSB actively to collaborate in the research activities constituting the project:
- 8.3.1 the Project IPR in any inventions, designs, information, know-how, specifications, formulae, data, processes, methods, techniques and technologies ("**Outcomes**") which are developed solely as a result of RSSB's activities shall vest in RSSB;
 - 8.3.2 the Project IPR in any Outcomes developed as a result of the joint activities of the parties shall be owned jointly by them in equal and undivided shares by the parties. If any such jointly-owned Project IPR is registrable, the Recipient shall be responsible for the filing and prosecution of applications for registration on behalf of the parties and in their joint names, subject to RSSB co-operating in the provision of all necessary assistance, information and instructions.
- 8.4 For the purpose of clause 8.3, RSSB's "activities" do not include the mere provision of Grant by RSSB.
- 8.5 The Recipient shall take all reasonable steps to register the Project IPR, where the Project IPR is registerable in such jurisdictions as may be commercially appropriate. To the extent that the Project IPR is not registerable, the Recipient shall take all reasonable steps to ensure it is adequately protected.
- 8.6 If within [36] months of the end of the Grant Period RSSB believes (acting reasonably) that the Recipient has not taken reasonable steps to commercially exploit the Project IPR in accordance with the Exploitation Plan, it shall, immediately on RSSB's written request:
- 8.6.1 assign the Project IPR to RSSB or such person as may be specified by RSSB in writing for nil consideration; and

8.6.2 grant to RSSB a licence on fair and reasonable commercial terms to use any related Background IPR required to make use of the Project IPR.

8.7 This clause is subject to clause 7.8.

9. Confidentiality

9.1 Each party undertakes that it shall not at any time disclose to any person any confidential information in any form (including in written, oral, visual or electronic form or on any magnetic or optical disk or memory or wherever located) concerning the business, Know-How, affairs, customers, clients or suppliers of the other party, or of any of the other party's contractors, customers, agents, distributors, shareholders, managers or business contacts, except as permitted by clause 9.2.

9.2 Each party may disclose the other party's confidential information:

9.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 9;

9.2.2 with the written consent of the other party or in accordance with an express publication right under this Agreement; or

9.2.3 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

10. Data protection

10.1 The Recipient shall observe all of its obligations under the Data Protection Laws which arise in connection with its obligations under this Agreement and the Project and shall co-operate with RSSB as far as may be reasonably required to assist RSSB in complying with its obligations under the Data Protection Laws.

10.2 Words used in this clause 10 have the same meaning as in the Data Protection Laws.

10.3 If the Recipient shares personal data with RSSB pursuant to this Agreement or the Project, both the Recipient and RSSB shall be controllers of that data for the purpose of the Data Protection Laws. In such cases, the Recipient shall:

10.3.1 be the primary contact for data subjects in respect of that processing and provide RSSB with all reasonable assistance in dealing with correspondence, queries and requests from data subjects or the Information Commissioner;

- 10.3.2 provide to those data subjects any privacy notice and take any other steps necessary to ensure the sharing of personal data with RSSB complies with the Data Protection Law;
- 10.3.3 be liable for any breaches of the Data Protection Laws caused by its own act or omission including any fines, penalties, compensation and any other remedial action necessary including changes to the Project; and
- 10.3.4 hold RSSB harmless for any loss (including any fines, penalties and compensation) suffered or incurred by RSSB as a result of a breach of this clause 10 or of the Data Protection Laws by the Recipient.

11. Withholding, suspending and repayment of Grant

- 11.1 There may be occasions when RSSB is required to suspend, withdraw or reclaim the Grant in whole or in part. In doing so the RSSB shall at all times act reasonably and in consultation with the Recipient. RSSB will use reasonable efforts (where consistent with RSSB's legal and contractual obligations) to minimise the impact of any such actions on the ability of the Recipients to deliver the Project's outcomes as set out in the Project proposal and Exploitation Plan. In such circumstances, RSSB will notify the Recipient and, where reasonable, work with the Recipient to resolve any underlying issues before taking such action. RSSB's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to RSSB's other rights and remedies, RSSB may withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:
 - 11.1.1 the Recipient uses the Grant for purposes other than those for which they have been awarded;
 - 11.1.2 the delivery of the Project does not start within 3 months of the Commencement Date and the Recipient has failed to provide RSSB with a reasonable explanation for the delay;
 - 11.1.3 RSSB considers that the Recipient has not made satisfactory progress with the delivery of the Project;
 - 11.1.4 the Recipient is, in the reasonable opinion of RSSB, delivering the Project in a negligent manner;
 - 11.1.5 the Recipient obtains duplicate funding from a third party for the Project in respect of Eligible Costs to be covered by the Grant;
 - 11.1.6 the Recipient provides RSSB with any materially misleading or inaccurate information;
 - 11.1.7 the Recipient commits or committed a Prohibited Act;
 - 11.1.8 the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);

- 11.1.9 the Recipient becomes insolvent, or is declared bankrupt, or is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;
 - 11.1.10 the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure; or
 - 11.1.11 RSSB considers that the Grant no longer qualifies for exemption from the prohibition on state aid pursuant to the General Block Exemption Regulation (Commission Regulation (EU) N°651/2014) or such other state aid treatment pursuant to which the Grant was awarded;
 - 11.1.12 any investigation or any legal proceedings is or are commenced concerning the compatibility of the grant arrangements set out in this Agreement with the provisions of Articles 107-109 of the Treaty on the Functioning of the European Union (as may be amended from time to time) and any regulations or other legislation made pursuant to those provisions.
- 11.2 RSSB may retain or set off any sums owed to it by the Recipient which have fallen due and payable against any sums due to the Recipient under this Agreement or any other agreement pursuant to which the Recipient provides goods or services to RSSB.
- 11.3 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement it will notify RSSB as soon as possible so that, if possible, and without creating any legal obligation, RSSB will have an opportunity to provide assistance in resolving the problem or to take action to protect RSSB and the Grant monies.
- 12. Limitation of liability and insurance**
- 12.1 Nothing in this Agreement limits a party's liability for death or personal injury caused by that party's negligence, or for fraud or fraudulent misrepresentation, or for any other matter in respect of which limitation of liability is prohibited by law.
- 12.2 The Recipient and RSSB acknowledge and agree that RSSB is entering into this Agreement as a grant provider and not as a commercial enterprise, that the Project is the responsibility of the Recipient and that RSSB would not enter into this Agreement if it were liable for the Project. Therefore, subject to clause 12.1:
- 12.2.1 RSSB accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant; and
 - 12.2.2 RSSB's liability under this Agreement is limited to the payment of the Grant.
- 12.3 The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Agreement or the undertaking of the Project, including death or personal injury, loss of or damage to property or any other loss, together with all

insurances which may be required by law, by any regulatory body, by an owner of any relevant rolling stock or by a relevant rail infrastructure.

13. Warranties

13.1 The Recipient warrants, undertakes and agrees that:

13.1.1 it has not committed, nor shall it commit, any Prohibited Act;

13.1.2 it has and shall keep in place adequate procedures for dealing with any conflicts of interest;

13.1.3 it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;

13.1.4 all financial and other information concerning the Recipient which has been disclosed to RSSB is to the best of its knowledge and belief, true and accurate;

13.1.5 it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;

13.1.6 the use of the Background IPR or Project IPR by the Recipient or RSSB in accordance with this Agreement or pursuant to the Project will not infringe the Intellectual Property Rights of any third party;

13.1.7 it is not aware of anything in its own affairs, which it has not disclosed to RSSB or any of RSSB's advisers, which might reasonably have influenced the decision of RSSB to make the Grant on the terms contained in this Agreement; and

13.1.8 since the date of its last accounts there has been no material change in its financial position or prospects.

14. Anti-Bribery

14.1 The Recipient shall comply, and ensure that its employees and agents also comply, with all RSSB's policies from time to time notified to it, including but not limited to the Business Conduct, Confidentiality and Anti-Corruption Policy and shall not, directly or indirectly, offer or give or agree to give to any person acting for or on behalf of RSSB any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or performance of this Agreement or any other contract with RSSB for showing or forbearing to show favour or disfavour to any person in relation to this Agreement.

14.2 Without prejudice to the generality of clause 14.1, the Recipient shall not, directly or indirectly, engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act or which would constitute such an offence but only for the fact that the activity, practice or conduct took place outside of the United Kingdom.

15. Variation

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16. Termination

16.1 RSSB may terminate this Agreement (for any reason) on giving the Recipient 30 days' written notice.

16.2 In the event that RSSB serves notice of termination ("**the Notice**") on the Recipient in accordance with clause 19.1, any part of the Grant which has been paid to the Recipient and which is unspent at the date of receipt of the Notice shall be repaid to RSSB in advance of termination (unless RSSB instructs otherwise in writing). For the avoidance of doubt, RSSB's right to repayment under this clause 16.2 is without prejudice to RSSB's other rights and remedies under this Agreement.

17. Consequences of Termination

17.1 On termination or expiry of this Agreement, the following clauses shall continue in force: clause 1, clause 8.2, clause 8.6, clause, 8.6, clause 8.6, clause 9, clause 10, clause 12, clause 21, clause 25, clause 26, clause 27 and Schedule 3.

17.2 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

18. Assignment

18.1 RSSB may, without the prior written consent of the Recipient, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement provided that that third party is seeking solely to administrate the Grant and not gain commercial benefit from the Grant.

18.2 The Recipient may not, without the prior written consent of RSSB, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.

19. Waiver

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

20. Entire Agreement

This Agreement (including the Schedules and the documents annexed to it or otherwise referred to in it) constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

21. Severance

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

22. Notices

22.1 All notices to be given hereunder shall be in writing and may be served:

22.1.1 personally (in the case of a notice to RSSB, to the Project Manager, and in the case of a notice to the Recipient, to the Recipient's registered office);

22.1.2 by recorded or tracked post or other next working day delivery service; or

22.1.3 by email, provided always that a hard copy of the notice is also served,

to the relevant party's registered address (or as it may from time-to-time be notified in writing to the other party) or to such email address as shall be notified in writing to the other party (as appropriate).

22.2 Any notice shall be deemed to have been received:

22.2.1 if delivered by hand, on signature of a delivery receipt;

22.2.2 if sent by recorded or tracked post or other next working day delivery service, and such receipt can provide; or

22.2.3 if sent by email, at 9.00 am on the next Business Day after sending provided that no failed delivery notice is received before that time.

22.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

23. Dispute resolution

23.1 If any dispute arises in connection with this Agreement, where either party encounters problems that may adversely affect the successful outcome and timely achievement of

the Project and which is not able to be resolved satisfactorily, either individually or collectively, then the directors or other senior representatives of the parties with authority to settle the dispute will within 21 days of written request from one party to the other, meet (in person or otherwise) in good faith to resolve the dispute.

- 23.2 If the dispute is not resolved at the meeting, the parties will consider in good faith whether to attempt to settle it by mediation in accordance with the Centre for Dispute Resolution (“**CEDR**”) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR.
- 23.3 The mediation will take place in London, England and the language of the mediation will be English, and each party shall be responsible for its own costs arising in this respect.
- 23.4 The “Mediation Agreement” referred to in the CEDR Model Mediation Procedure shall be governed by and construed and take effect in accordance with English Law. The courts of England shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise out of or within.
- 23.5 The commencement of mediation will not prevent the parties commencing or continuing court proceedings.

24. No partnership or agency

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

25. Joint and several liability

Where the Recipient is neither a company nor an incorporated entity with a distinct legal personality of its own, or where the Recipient comprises two or more persons, the persons who enter into and sign this Agreement on behalf of the Recipient shall be jointly and severally liable for the Recipient’s obligations and liabilities arising under this Agreement.

26. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

27. Governing law

This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

This Agreement has been entered on the date stated at the beginning of it.

SCHEDULE 1
The Project – [PROJECT PROPOSAL TO BE ATTACHED]

SCHEDULE 2
Payment Schedule

1. Payment

- 1.1 Payment shall be made in accordance with the Payment Schedule (attached), subject to RSSB's written approval of the Recipient's completion of the [MILESTONES/DELIVERABLES TO RSSB/WORK PACKAGES] as set out in the (attached) document entitled '[XXXXXXX]'

- 1.2 Upon RSSB's approval of the completion of the [MILESTONES/DELIVERABLES TO RSSB/WORK PACKAGES] the Recipient shall submit an invoice to RSSB for the amount of Grant Payable. RSSB shall make payment within 30 days of receipt of a valid invoice. Both parties are of the view that payments pursuant to this Agreement are outside the scope of VAT but for the avoidance of doubt all payments specified in this Agreement are inclusive of VAT in the event that VAT is due to be declared by the Recipient.

SCHEDULE 3– Background Intellectual Property

SCHEDULE 4 - Eligible Costs

The eligible costs of research and development projects shall be allocated to a specific category of research and development and shall be the following:

(a) personnel costs: researchers, technicians and other supporting staff to the extent employed on the project;

(b) costs of instruments and equipment to the extent and for the period used for the project. Where such instruments and equipment are not used for their full life for the project, only the depreciation costs corresponding to the life of the project, as calculated on the basis of generally accepted accounting principles are considered as eligible.

(c) to the extent expressly permitted by Schedule 1, costs for of buildings and land, to the extent and for the duration period used for the project. With regard to buildings, only the depreciation costs corresponding to the life of the project, as calculated on the basis of generally accepted accounting principles are considered as eligible. For land, costs of commercial transfer or actually incurred capital costs are eligible.

(d) costs of contractual research, knowledge and patents bought or licensed from outside sources at arm's length conditions, as well as costs of consultancy and equivalent services used exclusively for the project;

(e) additional overheads and other operating expenses, including costs of materials, supplies and similar products, incurred directly as a result of the project

SCHEDULE 5- Periodic Report Template

EXECUTED for and on behalf of RAIL
SAFETY AND STANDARDS BOARD
LIMITED by

MARK PHILLIPS

.....

CHIEF EXECUTIVE OFFICER

EXECUTED for and on behalf of by [GRANT
RECIPIENT]

[NAME OF AUTHORIZED SIGNATORY]

.....