

COLLABORATION AGREEMENT

BETWEEN

(1) **SHEFFIELD CHILDREN'S NHS FOUNDATION TRUST**, Western Bank, Sheffield,
S10 2TH (the "**TRUST**")

and

(2) **<NAME, address>** (the "**UNIVERSITY**")

("the contractor")

Ref NUMBER: RS -xxxx

"title of study"

<Name of> (the "Funder") have awarded funding to the Trust (the "Funding") for the completion of the project "Title of study," <name of investigator> at the Trust is Chief Investigator for the research to be carried out under the Funding (the "Project").

The Trust and the University are parties to this Collaboration Agreement, and are referred to as "Collaborators" or a "Collaborator" as the case may be.

The Funding will be administered by the Trust. The terms and conditions of the agreement between the Trust and the Funder will govern the conduct of the Project, and are incorporated into this Collaboration Agreement as Annex 1 (Schedule of Work).

The Project start date is <dd/mm/yy> for a period of <number> months.

The Collaborators shall perform the tasks envisaged in the Funding proposal as submitted to the Funder and attached as Annex I, or as may be agreed from time to time between the Collaborators.

All intellectual property and know how existing prior to, or created outside of, the Project ("Background IP"), and used in connection with the Project shall remain the property of the Collaborator introducing the same. Neither Collaborator will make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the ownership or use of any Background IP belonging to the other Collaborator except under the terms of this Collaboration Agreement. Each Collaborator hereby grants to the other Collaborator a licence to use its Background IP only for the purposes of the Project.

All intellectual property and know how generated in the course of the Project ("Arising IP") shall belong to the Trust. The Trust shall grant the University a licence to use Arising IP only for the Project and for academic and non-commercial research purposes and for evaluation, teaching and training purposes relating to the provision of care and treatment to NHS funded patients. All outputs of the

Project are available for internal teaching and research purposes by each or both of the Collaborators and in on-line research archives.

The University shall provide reports to the Trust for the Trust to fulfil its obligations in respect of reporting the full grant activity to the Funder in accordance with the Grant Agreement. These reports shall include but not be limited to financial reporting for all collaborating institutions on a 12 monthly basis of actual expenditure against the planned grant spend.

The Trust will forward to the University the total sum of **£xx,xxx** towards the cost of its contribution to the Project, subject always to receipt by the University of the funds from the Funder.

In the event that the Funder requires the reimbursement by the Trust of any sums paid under this letter agreement, then to the extent that such requirement arises from the acts or omissions of a Collaborator, the Collaborator hereby agrees to reimburse the Trust the sum received by the Collaborator together with any interest charged thereon.

The University will invoice the Trust half-yearly in arrears on the basis of actual expenditure.

Invoices should be sent to: SCH ADDRESS FOR INVOICES

Directorate of Research & Innovation
Sheffield Children's NHS Foundation Trust
Western Bank
Sheffield
S10 2TH

Invoice Reference RS xxxx should be quoted.

FAO Ruth Morgan

By their signatures below, the Collaborators hereby agree to the terms and conditions herein.

Signed on behalf of

<NAME OF ORGANISATION>

Signed on behalf of

**SHEFFIELD CHILDREN'S HOSPITAL
NHS FOUNDATION TRUST**

Signature:

Signature:

Name/position:

Name/position:

Date:

Date:

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Created by Samya Armoush

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Annex I

Schedule of work

<Insert description of work to be undertaken>