

THIS AGREEMENT is made on the **{Insert}** (“Effective Date”) by and between Royal College of Surgeons in Ireland (hereinafter “RCSI”) having its registered office 123 St Stephen’s Green, Dublin 2, Ireland and **{Insert}**.

(hereinafter individually the “Parties” and collectively “the Parties”)

NOW, THEREFORE, the Parties AGREE AS FOLLOWS:

1. **Context:** The Company wishes to contribute € **{Insert}** to the cost of a research project described in Schedule 1 (“Project”) in a manner set out Schedule 2 (“Project Budget”).
2. **Project Performance:** RCSI, through the Principal Investigator, shall use reasonable endeavours to direct and perform the Project in a proper manner in accordance with generally accepted good practice and with due regard to the health and safety of those involved in the carrying out of the Project. Neither Party makes any representations or warranties that any particular result or outcome will be achieved. The Principal Investigator shall be **{Insert}**.
3. **Intellectual Property:** All right, title and interest in any intellectual property created in the course of the Project shall be owned solely by RCSI and the Company hereby assigns any right, title and interest in any such intellectual property to RCSI. RCSI shall be free to publish any intellectual property created in the course of the Project where it wishes to do so.
4. **Publicity:** No Party to this agreement shall make any public statement or release (including but not limited to any advertising or publicity material) using the name of or concerning the involvement of another Party in the Project without the prior written approval of the Party in question.
5. **Liability:** The aggregate liability of each Party to the other for all and any breaches of this Agreement, any negligence or arising in any other way out of the subject matter of this Agreement, the Project and associated intellectual property, shall not exceed the total value of the Project Budget.
6. **Disputes:** If any dispute arises in connection with this Agreement then the Parties will negotiate in good faith to resolve the dispute. If the dispute cannot be resolved in the first instance the Parties agree to refer the dispute to, in the case of RCSI, the Director of Research or his nominee, and, in the case of the Industry Partner, to the Chief Executive Officer, or his nominee. All disputes which cannot be settled in this manner shall be referred to mediation. The parties hereunto may agree to appoint a mediator or failing agreement then at the request of either party by the President called for the time being of the Law Society of Ireland
7. **Governing Law:** Agreement shall be construed and interpreted in accordance with, and its performance governed by, the laws of Ireland.

Signed for and on behalf of RCSI

Signed for and on behalf of **{Insert}**

Name: Dr Aoife Gallagher

Name: {Insert}

Signature _____

Signature _____

Schedule 1: Project

The Parties have agreed the follow details in relation to the project work plan:

Project Title:	{Insert}
Project Description:	{Insert}
Project Duration	{Insert}

Schedule 2: Project Budget

The Parties have agreed the follow details in relation to the project budget:

Personnel:	{Insert}
Consumables:	0
Total costs:	{Insert}
Payment schedule	Payment in advance of project commencement

All payments by the Company to RCSI will be made by bank transfer to:

Bank Name: Allied Irish Bank, 1 to 4 Lower Baggot Street, Dublin 2, Ireland.

Account Name: Royal College of Surgeons in Ireland

Account Number: 25685019 Sort Code: 93 11 52

IBAN: IE83 AIBK 93115225685019

BIC: AIBKIE2D (SWIFT CODE)

Please quote RCSI Finance reference number {Insert} and the name of the Principal Investigator {Insert} on the remittance.