THE SCOTTISH ACCOUNTANCY TRUST FOR EDUCATION AND RESEARCH

AND

PROFESSORS X & Y

AND

THE UNIVERSITY OF X <supervisor’s university only>

RESEARCH PROJECT AGREEMENT

<Date>
This AGREEMENT is entered into on the date of the last signature on page 9 between:

1. THE SCOTTISH ACCOUNTANCY TRUST FOR EDUCATION AND RESEARCH, a Scottish Registered Charity (Number SCO34836) whose registered office is at CA House, 21 Haymarket Yards, Edinburgh, EH12 5BH ("SATER");

2. THE UNIVERSITY OF <INSERT>, having its principal place of business at <insert address> ("the University");

3. PROFESSOR X, of <insert address> and PROFESSOR Y, of <insert address> (collectively referred to as "the Researchers")

WHEREAS SATER, the University and the Researchers have entered into an Agreement that the Researchers shall undertake the Research Project in accordance with the Research Proposal included as Schedule 1 to this Agreement, supported by SATER, on the terms and conditions set out in this Agreement and it is appropriate that the terms of the Agreement be set down in writing, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

1. DEFINITIONS

1.1. In this Agreement:

“Commencement Date” shall mean <insert date>, notwithstanding the date on which the last party signed this Agreement;

“Completion Date” shall mean <insert date>, being the date on which the Researchers shall deliver to the Research Centre a copy of the draft report arising from the Research Project;

“Force Majeure Events” has the meaning provided in clause 13;

“ICAS” means The Institute of Chartered Accountants of Scotland, having a place of business at CA House, 21 Haymarket Yards, Edinburgh, EH12 5BH

“Intellectual Property Rights” means (a) copyright, patents, database rights, service marks, trademarks and rights in trademarks, designs, know-how and confidential information (whether registered or unregistered); (b) applications for registration, and the right to apply for registration, for any of these rights; and (c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

“Interim Reporting Dates” shall mean: 1 April 2012; 1 July 2012;
1 October 2012; 1 January 2013;
1 April 2013; 1 July 2013;
1 October 2013.

“Maximum Grant Expenditure” means the maximum level of funding which SATER will provide under the terms of this Agreement, being the sum of £<insert>;

“Research Centre” shall mean the Research Department at ICAS;

“Research Committee” shall mean the Research Committee of ICAS;

“Research Instrument” shall mean the information to be provided by the Researchers to the Research Centre in the application form and in Schedule 1 regarding the methodology of the Research Project;

“Research Project” means the research project entitled <insert title>;

“Research Proposal” means the proposal and application form included as Schedule 1 to this Agreement;
“Supervising Researcher” shall mean Professor X;

“Term” means the term of this Agreement as more fully detailed in Clause 3.

1.2 References in this Agreement to any statute or any section of any statute include any statutory amendment, modification or re-enactment in force from time to time and references to any statute include any statutory instrument or regulation made under it.

1.3 In this Agreement:

(a) References to a person include an individual, a body corporate and an unincorporated association of persons; and

(b) Subject to Clause 9, references to a party to this Agreement include references to the successors or assignees (immediate or otherwise) of that party.

1.4 The section and paragraph headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

1.5 The Schedules to this Agreement shall form part of the Agreement.

2. NATURE OF RELATIONSHIPS BETWEEN THE PARTIES

2.1 For the avoidance of doubt, this Agreement constitutes a contract for the provision of services and shall not be held to constitute a contract of service between SATER and the University and the Researchers.

2.2 Any staff engaged in performance of the Research Project shall be appointed by the University.

2.3 The University shall accept all statutory and other duties and obligations of an employer in relation to any person involved with the Research Project with whom it has entered into, or intends to enter into, a contract of service.

2.4 This Agreement shall not constitute any one of the parties to this Agreement as an agent or legal representative of any one or more of the other parties for any purpose whatsoever, nor create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

3. TERM

3.1 This Agreement shall come into force on the Commencement Date and will end on the Completion Date, unless terminated by one of the parties in terms of Clause 11.

4. PERFORMANCE OF THE RESEARCH PROJECT

4.1 The University and the Researchers agree to carry out and deliver the Research Project to the Research Centre in accordance with the Research Proposal in Schedule 1, with all due skill and care and in accordance with the terms and conditions of this Agreement, in consideration for which SATER will perform its obligations under this Agreement and will pay sums to the University in accordance with Clause 5.

4.2 In carrying out and delivering the Research Project, the Researchers shall apply the research method as noted and approved in the Research Proposal. In the event that the Researchers wish to make any significant changes in respect of the research method, then a written request for approval shall be made to the Research Centre, which approval shall not be unreasonably withheld or delayed.

4.3 The Researchers shall prepare regular written reports for submission to the Research Committee on the Interim Reporting Dates. The Researchers shall further submit the Research Instrument(s), as specified in the application form and proposal included in Schedule 1.
4.4 The University and the Researchers agree that all funds paid to the University by SATER under this Agreement shall only be used to cover costs incurred in performance of the Research Project.

5. **PAYMENT OF THE GRANT**

5.1 SATER shall make or instruct payments to the University following the submission by the University of an invoice addressed to SATER, giving a detailed breakdown of all payments for direct expenses which have been incurred and for which a claim is being made.

5.2 Payments made by SATER under Clause 5.1 shall be made up to the level of the Maximum Grant Expenditure. Any amount by which the total of the grant received from SATER exceeds the total of the expenses incurred shall be immediately refunded to SATER.

5.3 Invoices and detailed expenses accounts submitted by the University under Clause 5.1 shall be submitted in respect of each quarter by the end of the succeeding months (i.e. by 30th April, 31st July, 31st October and 31st January). The final invoice shall be submitted within three months of the completion of the Research Project.

5.4 SATER shall settle invoices submitted by the University within 30 days of receipt, save in the event that the Research Centre, acting on behalf of SATER, wishes to raise a dispute with any aspect of the invoice submitted, in which case the Research Centre shall, prior to the expiry of 30 days of receipt of the invoice, notify the University of the details of the items in dispute.

5.5 The cost of essential travelling by the Researchers or any member of staff engaged in the Research Project may be met from payments made by SATER under this Agreement. The general conditions and rates of allowances applicable to comparable staff of the University shall apply. The University shall be responsible for making arrangements to certify claims for travelling expenses and shall take such steps as necessary to facilitate any such claims. Full details of any such claims for travelling expenses shall be provided to SATER on request.

5.6 No charge shall be made in respect of overhead expenses incurred by the University or Researchers in respect of the Research Project.

6. **CHANGE OF UNIVERSITY**

6.1 In the event that the Researchers cease to hold a position granted by or employment with the University, then the University and the Researchers shall use their best endeavours to secure a replacement to perform the University's duties and obligations under this Agreement. In the event that such a replacement is found, a written request for assignation of the University’s rights, duties and obligations shall be submitted to SATER for approval, which approval shall not be unreasonably delayed or withheld. Upon completion of any such assignation, SATER shall release the University from its obligations under this Agreement and shall make any payments due to the University under the Agreement up to the date of assignation.

6.2 For the avoidance of doubt, the responsibilities of the outgoing University shall not cease until the appointment of its replacement has been agreed in writing by SATER.

6.3 In the event that the University and Researchers are unable to secure a replacement for the University in terms of Clause 6.1 then SATER may, at its sole discretion, exercise its right to terminate this Agreement in accordance with Clause 11.

7. **INTELLECTUAL PROPERTY RIGHTS**

7.1 If the report arising from the Research Project is accepted for publication in terms of Clause 8, then copyright in the work shall vest in ICAS.

7.2 Any Intellectual Property Rights made available by any of the parties to this Agreement for use in connection with the Research Project, but not arising from and developed in the course of the
Research Project, and which belongs to such party shall remain, as between the parties, the exclusive property of the party making such Intellectual Property Right available.

7.3 Each party hereby grants to the other parties a non-exclusive licence to use such Intellectual Property Rights solely for the purpose of carrying out and completing the Research Project and for no other purpose whatsoever.

7.4 The University and Researchers warrant to SATER that neither the Research Project, nor anything done by the Researchers in conduct of the Research Project, shall infringe any Intellectual Property Right held by a third party and that all relevant and necessary permissions have been obtained from third parties, including (but not limited to) permissions in respect of the Intellectual Property Rights.

8. **RESEARCH OUTPUTS**

8.1 The Researchers shall agree with the Research Centre the form and content of outputs arising from the Research Project.

8.2 The following are required outputs from the project:

(a) A research report published by ICAS and refereed by both academics and practitioners. The Researchers shall prepare a report in a form suitable for publication, complying with a style guide provided by the Research Centre. Notwithstanding any prior agreement, the Research Centre reserves the right to decline to publish based on the advice of referees and the views of the Research Committee.

(b) An article summarising the main findings of the project for CA Magazine or Focus on Research in a form that is understandable to non-academics. Such articles shall acknowledge the support of ICAS and SATER. The timing of such an article will be agreed with the Research Centre.

(c) If considered appropriate, an ICAS-organised dissemination event will be held for the research report. The Researchers will be required, at a date, time and location convenient to them, to present their research findings at the event. Form and content of such an event and presentation to be agreed with the Research Centre.

8.3 The following outputs are permitted from the project:

(a) **Refereed papers in academic journals.** These should acknowledge the support of ICAS and SATER. Unless otherwise agreed, these papers should not be published before the publication of the ICAS research report, and should not be submitted prior to submission of the draft research report to ICAS. A copy of the paper shall be sent to the Research Centre.

(b) **Articles in the professional press.** Such articles shall acknowledge the support of ICAS and SATER. Unless otherwise agreed, these articles should not be published before the publication of the ICAS research report, and should not be submitted prior to submission of the draft research report to ICAS. A copy of the article shall be sent to the Research Centre.

(c) **Conference papers and presentations.** Such papers and presentations should acknowledge the support of ICAS and SATER. For evaluation purposes only, the ICAS Research Centre should be notified of such presentations.

9. **ASSIGNMENT**

9.1 Save as provided in Clause 6, neither this Agreement, nor any right or obligation arising thereunder, may be assigned, in whole or in part, by any one or more of the parties to this Agreement,
without the prior written consent of the other contracting parties, which consent shall not be unreasonably delayed or withheld.

10. LIABILITY

10.1 Subject to the provisions of this clause, the University and the Researchers undertake to fully and effectively indemnify, keep indemnified and hold harmless ICAS and SATER and its officers, servants and agents at all times against all actions, proceedings, costs, claims, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements) threatened against or sustained or incurred by ICAS or SATER or any of its officers, servants or agents by reason of any breach of this Agreement by either the University or the Researchers.

11. TERMINATION

11.1 This Agreement shall terminate forthwith in the event that any of the parties to the Agreement commits a material breach of the Agreement which is not remedied within 30 days of the breach being intimated by one of the other parties.

11.2 Any of the parties to the agreement shall have the right to terminate forthwith in the event of force majeure delays in the circumstances described in Clause 13 below.

11.3 On termination of the Agreement under this Clause 11, all reasonable and properly vouched costs up to the date of termination will be met by SATER in accordance with the procedure stated in Clause 5. For the avoidance of doubt, such costs shall only include those expenses and payments which had been authorised and certified by the University and Researchers at the date of termination and not beyond this date. Any liability arising under this Clause shall be limited to the value of the Agreement.

13. FORCE MAJEUERE

13.1 No party shall be liable to any other party for any delay or non-performance of its obligations under this Agreement arising from any cause or causes beyond its reasonable control, including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion, civil commotion or industrial dispute of a third party and, in the case of the Researchers, ill-health, accident or other extreme circumstances making it impossible or extremely impractical for the Researchers to fulfil their obligations under this Agreement (“Force Majeure Events”).

13.2 Subject to the Researchers so delaying in terms of Clause 13.1 promptly notifying the Research Centre in writing of the Force Majeure Event, giving rise to the delay and the likely duration of the delay, the performance of the Researchers’ obligations, to the extent affected by the delay, shall be suspended during the period that the Force Majeure Event persists. If the Force Majeure Event persists for more than 30 days, then SATER may terminate this Agreement forthwith, in line with Clause 11, by providing written notice to the Researchers and the University.

14. WITHHOLDING AND/OR REPAYMENT OF FUNDS

14.1 SATER may withhold any payment otherwise due to be made by it under this Agreement if the University or Researchers fail or default in their respective obligations under this Agreement, until such time as the failure of default is properly remedied.

15. WHOLE AGREEMENT

15.1 This Agreement contains the whole agreement between the parties relating to the subject matter of this Agreement and supersedes all previous agreements between the parties relating to this subject matter.

15.2 Subject to Clause 15.3, each party acknowledged that in entering into this Agreement it has not relied on any representation, warranty, collateral contract or other assurance (except for those set
out in this Agreement and any documents included within the Schedules to the Agreement) made by or on behalf of any other party before the date of this Agreement. Each party waives all rights and remedies which, but for this Clause 15, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.

15.3 Nothing in Clause 15.2 limits or excludes any liability for fraud.

16. ILLEGALITY AND SEVERANCE

16.1 If any term of this Agreement is deemed to be, or becomes invalid or unenforceable, that term shall be construed or deemed amended to conform to applicable laws so as to be valid and enforceable or, if it cannot be so construed or deemed to be amended without altering in a material way the intentions of the contracting parties, that term shall be deleted automatically from this Agreement and the remainder of this Agreement shall remain in full force and effect.

17. WAIVER

17.1 No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorised representative of the relevant party.

18. LAW

18.1 This Agreement and all terms, provisions and conditions of the Research Project shall be governed by the Law of Scotland and shall be subject to the exclusive jurisdiction of the Scottish courts.

18.2 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

19. NOTICES

19.1 Any notice given or pursuant to this Agreement may be sent by hand or by post or by registered post or by recorded delivery service or transmitted by email or other means of telecommunication resulting in the receipt of a written communication in permanent form and if so sent or transmitted to the address of the party shown on the face of this Agreement, or to such other address as the party may by notice to the other have substituted, therefore, shall be deemed effectively given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.

20. AMENDMENTS

20.1 Notwithstanding any other provision of this Agreement, this Agreement may be amended only by an agreement in writing signed by all of the parties.
Signed for and on behalf of:

The Scottish Accountancy Trust for Education and Research (SATER)

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CHRISTINE SCOTT

Date
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The University of xxx
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Name in full
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Date
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The Supervising Researcher - <insert name>
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Date
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Co-researcher - <insert name>
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Date
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Co-researcher - <insert name>
.............................................................................

Date
.............................................................................

Schedule 1

Application Form & Proposal