

Research and Knowledge Exchange Contracts at the University of York

This document provides information as to what can be expected when collaborating with the University of York (“University”). As part of any collaboration, the University enters into contracts with third parties (for ease of reference such third parties shall be referred to as “collaborators” in this document) in relation to such activities to ensure there is clarity about the respective rights and responsibilities of the parties involved. This document provides detailed notes around the University’s contracting positions and explanations as to why these are in place.

Research and knowledge exchange related contracts should be drafted and/or reviewed at the University by the [Research and Knowledge Exchange Contracts team](#) (RKEC) who are part of the [Research, Innovation and Knowledge Exchange](#) (RIKE) directorate. While different University staff may discuss contracts, research-related agreements can only be signed on behalf of the University by delegated indi©

- As a co-applicant for public funding from a public body, such as the [UKRI](#);
- As the sole funder of a research project;
- As a participant in a collaboration with the University and other universities or businesses with complementary interests;
- By way of a studentship, which involves sponsoring a PhD student to undertake a research project, either through fully funding the student project or contributing to the funding;
- Engaging the University as a consultant or to provide services.

The nature of the collaboration is likely to influence the contracting process. For example, if the project involves funding from an external funding body the University is likely to be subject to the external funder's terms and conditions that any collaborating party will also need to be aware of and agree to comply with. This can include requirements regarding publication and dissemination of research results and compliance with legislation, such as the [UK subsidy control legislation](#).

Alternatively, if a collaborator is [funding](#) co

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research. This is often also a requirement of publicly funded research, such as projects funded by the [UKRI](#).

The University will normally seek the right to publish results, jointly where applicable, obtained during the project and, in pursuance of its academic functions, the right to discuss work undertaken as part of the Project in internä

As a charity and recipient of public funds the University must protect itself from undue ris

The University can consider requests to comply with the policies of collaborators but, given the extent of the University's policies and processes, such additional obligations are usually not required.

7. Term and termination

The term of a research agreement will usually reflect the project period agreed with any external funder. Otherwise, the University is happy to discuss the project duration and any requirements with potential collaborators.

As the University requires certainty that its costs will be covered and any funding may cover employment contracts or other commitments the University has made (including any commitments made to an external funder) the University cannot usually accept a termination for convenience clause.

However, the University can consider instances where this may be appropriate subject to a commitment to pay any irrevocably incurred or committed costs or expenses.

8. Governing law and jurisdiction

The University uses the laws of England and Wales as the governing law in contracts. The University usually agrees to the exclusive jurisdiction of the English Courts to deal with any dispute which may arise out of, or in connection with, any agreement. However, any party may bring proceedings for an injunction or enforcement of a judgement in any court of competent jurisdiction.

If other dispute resolution mechanisms are required in the contract, such as dispute resolution clauses, these can be discussed. The