

Purpose: This internal guidance document has been prepared by Research Services to provide further information to researchers and departments re: operation of the Oxford-EIT strategic alliance agreement (SAA).

Annex 1 of this document provides more information on the structure of the SAA.

Annex 2 provides the template Project Agreement with explanatory notes

Annex 3 provides further details on specific terms and conditions that will apply to SAA projects.

Please contact research services if you have any questions relating to the SAA and any related Projects.

Research Projects under the OU-EIT Strategic Alliance

Programmes and Projects under the SAA will be outcome-focused and milestone-based, with EIT expected to invest at scale in and to lead the subsequent translation, acceleration and commercialisation of the science and technology into solutions addressing major societal challenges

How will SAA Projects be selected?

- Funded projects will be jointly defined between the University and EIT in the strategic collaboration areas agreed by the Strategic Alliance Board (see Annex 1 for info).
- EIT is not seeking unsolicited proposals but initial ideas can be discussed with internal contacts. Once developed, Project Proposals may be submitted to the Executive for consideration. Please see Annex 1 re: details of the Executive.
- If the Executive approves a project, the detailed project specifications shall be agreed by the parties and set out in a specific Project Agreement.
- There is a specific template for Project Agreements (attached here as Annex 2 for reference).
- Amendments to Project Agreements must be approved by the Executive.

Project Funding and Contributions from EIT

- Project funding will be agreed on a project by project basis and included in the Project Agreement which will include full details of the project (please see Annex 2)
- Funding shall be at least equal to the Projects full economic cost. The Strategic Research Development Team in Research Services will support project development working alongside colleagues in Departments and Divisions.
- Payments are to be made annually in advance on the dates set out in the Project Agreement.
- In the event of any third-party co-funding, terms of a specific Project may need to be revised (to be agreed in the Project Agreement on a case-by case basis)
- Details of compute capabilities being provided by EIT (either as a cash contribution or in-kind) shall be set out in the specific related Project Agreement

Summary of key terms and conditions

Please see further details in Annex 3 (and please contact RS if you have any questions)

IP and Results

- Background IP/existing results and data being used in a Project to be listed in the Project Agreement.
- Results and any new IP (Project IPR) arising shall be owned by EIT
- The University, and Researchers working on a project, retain the right to use Project IPR for research purposes (with some restrictions – please see Annex 3 for details)

Publication

- University researchers are free to publish subject to review by EIT and potential delay for protection of results (please see details in Annex 3)

Annex 1

Overall structure of the Oxford-EIT Strategic Alliance Agreement

The SAA covers particular aspects of the University-EIT strategic relationship. This includes:

- overall strategic relationship management
- research “Projects” that will fall under the SAA and benefit from the EIT funding commitment (including templates in support of arrangements)
- matters relating to the appointment of Alliance Faculty (including visitor and secondment templates to facilitate arrangements for individuals who would not be considered Alliance Faculty).

Strategic Alliance Board (SAB)

The strategic relationship between the University and EIT will be overseen by the SAB (including the VC and Larry Ellison (or designee)). The SAB shall consider and approve strategic collaboration areas under which research projects may be conducted. At signature of the agreement these are stated as¹:

- (i) Health and medical science
- (ii) Food security and sustainable agriculture
- (iii) Climate change and green energy
- (iv) Government innovation and economics
- (v) Artificial intelligence and machine learning

Strategic Alliance Executive (Executive)

The Executive (consisting of senior representatives from EIT and the University) shall be the main body considering, approving and overseeing specific Projects under the SAA.

Other Oxford-EIT interactions (outside of the SAA)

Ellison Scholars Program

The Ellison Scholars program is established under a MoU (not under the SAA) and covers separate arrangements via which EIT supports undergrad and graduate scholars (by covering course fees and providing a stipend and the equivalent of paid internships). These arrangements are outside of the SAA, although the terms of the SAA regarding IP will apply if Ellison Scholars are specifically named in a Project Agreement agreed under the SAA (as research they are involved in forms part of a Project under the SAA)

EIT Centre for Doctoral Training in Fundamentals of AI

The EIT Centre for Doctoral Training in Fundamentals of AI is established under a separate agreement (not under the SAA).

The standard terms for projects under the CDT are that the results of any projects are owned by the University. The terms of the SAA regarding IP and publication will apply, rather than the standard terms, if:

- a CDT student is specifically named in a Project Agreement agreed under the SAA (as their research forms part of a Project under the SAA)
- a CDT student project is wholly or in part let by EIT (this must be agreed in writing with EIT in order to manage that the terms for all or part of that project will differ from the standard).

¹ Projects under the SAA will be aligned with EITs four stated Humane Endeavours. As of Dec 2024 these are stated as: health and medical science; food security and sustainable agriculture; climate change and clean energy; and government innovation in the age of artificial intelligence.

Annex 2: Project Agreement Template

Below is the template Project Agreement under the SAA.

Yellow highlights are for internal OU guidance re: considerations and what may be included in each section.

Project Reference No	
Date of Project Agreement	

Project Information	
Title	
Project Lead(s)	[Each Project needs a Project Lead designated by OU, and there may also be an EIT Project Lead if any of the Project is undertaken by EIT]
Co-Directors	

Project Description
[This should include a summary of state of the art, goals, methods and processes to be used]
[please note: when a project description is being considered/agreed, please confirm and discuss with research services if there may be any export control or NSIA requirements due to the nature of the Project]

Tasks to be carried out by each Party

Anticipated Project timetable
[to include reporting cycle, to be annual at minimum]

Project personnel (including Project-specific appointments)
[this should include details of all project personnel]
[Where a Postgrad Student (including any EIT CDT Students or any Ellison Scholars) funded by EIT are involved in a Project they should be listed in this section (the terms of the SAA shall apply to the results and IP arising)].

Facilities and Equipment (including details of Compute Investment and in-kind contributions)
[The Project Agreement will set out any compute capability being provided by EIT (either as a cash contribution or in-kind)].

University Project Background IPR (if any)
[any existing University background IPR (including data, materials etc) that will be used for the Project should be included here. OU will need to review and confirm any terms and conditions relating to any background, so this can be disclosed to EIT as part of this Project Agreement if required.]
[Please note: there will likely also be a discussion re: any other IP which the researchers may be aware of that may be relevant but not necessary to undertake the project – this does NOT need to be listed in the Project Agreement]

EIT Project Background IPR (if any)

[EIT should identify any EIT Project Background IPR]
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Milestone Definitions	
Project Milestone 1	[moderate success - criteria to be met to be agreed and included here]
Project Milestone 2	[significant success - criteria to be met to be agreed and included here]
Project Milestone 3	[extraordinary success - criteria to be met to be agreed and included here]

Term of this Project Agreement

Specific termination rights and consequences of termination, including reimbursement of particular expenditure or costs upon termination
[also note any specific terms that may be required re: clinical research etc]

Budget and related terms (including annual payment dates)
[Details of full budget to be included here, including EIT in-kind contributions where applicable. This should be the projects full cost]
[If EIT are funding a postgrad student separately outside of the SAA (including via the EIT CDT), but that individual will work on the Project, there should not be a project cost related to that individual under this SAA, but funding support should be recorded as an in-kind contribution in the project costs.]
[If a postgrad student is involved in the project, and they are not funded by EIT outside of the SAA, then the Project Cost set out here can include relevant costs associated with that student as a cash contribution. Any third party funding terms and conditions relating to such postgrad students will need to be considered]

Third Party Collaborator and related terms (including payments and provisions on ownership of IPR)
[collaborator and/or specific third party related terms to be included here – e.g. materials that may be required from a third party, terms relating to third party funding etc]

Other terms (e.g. data protection, conduct of clinical research, as applicable)
[details of transfer of results/materials also to be include here]

*Project Agreements, once approved by the Executive, will be signed by both EIT and the University.

Annex 3 – SAA terms and conditions summary

Please contact RS for further details on any of the below, or any other terms of the SAA.

IP and Results

Background IPR / existing results and IP required for the conduct of a Project

As part of the process of identifying a project and preparing a Project Agreement, University researchers should identify “University Project Background IPR”, so that any related terms or encumbrances can be reviewed by the University (Research Services and OUI where required) and EIT can be informed if these may impact EIT activities.

Details of “University Project Background IPR” (i.e. any background IP, existing data or materials being used in the conduct of a Project) must be included in the Project Agreement.

EIT access to Background IP outside of a project

If EIT would need access to University Project Background IPR (as has been identified in a Project Agreement) to further develop Project IPR outside of the Project then the parties (via OUI) will negotiate a license to the same. A template license agreement is included in the SAA as a starting point for negotiation.

Any future licenses to EIT of Other University Background IPR (or University Project Background IPR where this is not needed to develop the related Project IPR) may be requested by EIT and would be negotiated in good faith (where the University/OUI is free to do so).

Project IPR (outputs arising from the conduct of a Project)

All Project IPR shall be owned by EIT, and EIT shall be responsible for the protection, maintenance and commercialisation of the same.

Project IPR is defined to include all intellectual property rights conceived, generated or developed in the course of carrying out a project, including any intellectual property rights in the results.

Ongoing right to use results and Project IPR

EIT ownership of Project IPR is subject to:

- The University, and Researchers working on a Project, retaining the right to use arising IP for teaching and research and clinical care (as defined)
- The University being able to sub-license arising IP for use in teaching and research undertaken by or in collaboration with the University. This excludes sub-licensing to commercial third parties other than as a service provider.

There are two sub-categories of results/arising IP treated differently under the agreement.

*Platform Project IPR*² (9.12.1): the University may not grant a third party the right to commercialise information or material discovered or generated as a result of use of Platform Project IPR (unless otherwise agreed with EIT). Platform Project IPR is any Project IPR that is embodied by or covers a system or

² This restriction has been agreed following concerns raised by EIT that broad retained academic rights would otherwise allow the University to enter into agreements with other parties to bypass EITs commercial rights (e.g. where Project IPR is a drug discovery tool, A.N.Other Pharma Co could otherwise come to the University and fund a research project with the University using that Project IPR for research and then granting rights to the output to the company, rather than the company needing to access the platform via EIT who are commercialising it).

technology with primary purpose being the discovery or generation of information or materials (e.g. a platform/system designed for screening of compound libraries to identify therapeutic compounds)

Dataset Project IPR (9.12.2): If Dataset Project IPR (i.e. Project IPR in a dataset) is used by the University to train an AI model we may not provide commercial access to any iteration of such model to third parties (unless otherwise agreed with EIT)

Milestones

For each Project, the University and EIT will define three milestones relating to development and commercialisation of Project IPR (the specific conditions to be met for each milestone to trigger payment will be set out in each Project Agreement). Payments will be a percentage of project cost as set out in the main terms (table below for reference)

Milestone	Milestone Payment
Project Milestone 1 – moderate success	10% of Project cost
Project Milestone 2 – significant success	40% of Project cost
Project Milestone 3 – extraordinary success	150% of Project cost

In addition, the SAA includes a mechanism to allow further discussion with EIT in the event that EIT is not taking forward Project IPR and the University has identified an opportunity to do so.

Publication

Papers, posters, presentations and abstracts

Results may be published in accordance with normal academic practice, subject to EIT review.

Work undertaken on a Project and any Results may be discussed or presented in University seminars, tutorials and lectures.

Process for publication review:

- A copy of any publication must be provided to EIT at least thirty (30) days prior to submission (12 days in the case of posters, presentations or abstracts), for review.
- Within (7) seven days after receiving a poster, presentation or abstract, or 25 days after receiving a publication for review, EIT may:
 - Give notice that EIT confidential information (excluding Results or Project IPR has been included) has been included, and the University shall remove the same prior to publication
 - Give notice of a specified delay (no longer than 90days) for EIT to apply for protection in respect of Results or Project IPR.
- If the University does not receive a notice within the defined time period, then the University may proceed with publication.

Thesis: Any Thesis (i.e. any thesis including results generated as part of a Project under the SAA) must also be reviewed by EIT following the process above, and should not be published or deposited in the library without that review. If EIT identify EIT confidential information in a Thesis (other than Results or Project IPR) then either this must be removed or the University must ensure that (i) examiners are bound by confidentiality obligations; and (ii) the thesis is placed on restricted access for as long as information remains confidential.

Confidentiality

Confidential information either provided by EIT or included in Project IPR shall be considered to be EIT confidential information, and should be treated as such. This may only be disclosed in accordance with the publication procedures or with EIT approval (or where required by law).

Obligations persist for 3 years after submission of the final written report for a relevant project (for project related confidential information) or for 5 years after the end of the term of the SAA (initial SAA term is 15 years), for other confidential information.

Project Reporting

The main SAA terms cover that reports will be provided to the SAE on the status and progress of a Project. These will be no less than annual, but subject to any specific requirements in the Project Agreement.

Transfer of Results to EIT

The Project Agreement should also set out any specific requirements (including timing) for transfer of results to EIT (in particular if physical material will be transferred). This may include specific terms and conditions (e.g. if there is to be transfer of biological or chemical materials, or large or delicate devices/prototypes), and may require a separate MTA.

Personal Data in Results

If Results include any personal data then if a Project Agreement does not include specific terms for this, a separate DSA may be required. Particular consideration will be needed if a project includes clinical trials or studies where the University would be acting as regulatory sponsor.

Termination

The overall term of the SAA is 15 years (unless terminated early), with automatic renewal for a further 15 years provided neither party has given notice. If the main SAA is terminated, this includes mechanisms related to potential termination of live project agreements.

Project Agreements

- may be terminated at any time by written agreement of the parties
- may be terminated by either party giving notice if the other has committed a material breach and the breach has not been remedied in 30 days
- on termination of a project agreement, EIT agrees to pay all costs for work done prior to termination, and to reimburse the University for non-cancellable costs/commitments reasonably incurred prior to termination.
- specific terms relating to termination of project agreements can be included in the project agreement (e.g wind-down provisions if a project including clinical trials/studies, or if specific provisions may be required re: particular expenditure)

People

The SAA also covers where individuals have a dual appointment with the University and EIT (i.e. are employed part-time by each of the University and EIT). This includes standard terms and processes to be followed, including re: secondments and visitor arrangements (where templates agreements are provided).

Please contact research services for more details if required.