IP Policy Appendix III:

Template Agreement for Collaborative Work for use by Staff and Students

AGREEMENT for Collaborative Work made on <<DATE>>

BETWEEN

<<NAME, ADDRESS>> (“Party 1”), an employee of the Guildhall School of Music & Drama

AND

<<NAME, ADDRESS>> (“Party 2”), a student of the Guildhall School of Music & Drama

Hereinafter referred to as the “Parties”

1. Purpose

This agreement specifies the relationship of the Parties in relation to <<PROJECT TITLE>>, (“the Project) <<PROJECT DESCRIPTION>>.

1. Entry into force and duration.
   1. The start date of the Project is <<START DATE>> and the end date of the Project is <<END DATE>> or the completion of the Project, whichever is later.
   2. Clauses 5, 6, and 7 shall survive the expiration or termination of this Agreement.
2. Payment
   1. No Payment is expected for any part in this Agreement; any payment that might arise shall be agreed in a separate written agreement.
3. Intellectual Property (IP)
   1. This agreement will not affect the ownership of any IP previously generated by any Party (background IP); should a party bring background IP to the Project, the party will provide a non-exclusive license for use of the IP during the Project only.
   2. All IP generated in the Project shall be jointly owned by all Parties of the Agreement.
   3. All Parties shall endeavour not to infringe the Copyright Designs and Patents Act 1988 in partaking in the Project.
4. Confidentiality
   1. The Parties shall keep confidential any information, in whatever form or mode of communication, which is disclosed during the Project and shall not divulge the same to any third Party without written consent of the Parties, unless the Party is required to disclose the information to comply with law.
5. Agreement
   1. This Agreement constitutes the whole agreement in relation to the Project. Nothing contained in this Agreement shall be read or construed as a contract of employment, a partnership or joint venture of any kind, nor shall this Agreement affect any other contracts in place between the Parties.
   2. This Agreement shall be governed by and construed in all respects in accordance with the law of England.
6. Liability
   1. No Party gives any warranty to any of the other Parties that any advice or information given, or the content or use of any works generated or used in connection with the Project, will not constitute or result in any infringement of third Party rights.
   2. No Party shall be responsible to any other Party for any loss or damage, provided such damage was not caused by a wilful act or by a breach of confidentiality.
7. Signatures

Party 1: <<NAME>>

Signature: Date:

Party 2: <<NAME>>

Signature: Date: