CiP Research Project
Joint Project Description
Expression of Interest Form
Section 1: The Project

<table>
<thead>
<tr>
<th>1.1</th>
<th>Company Name</th>
</tr>
</thead>
</table>
| 1.2 | Company Representative Name: Research Project Name:  
Where will the project be carried out?  
Nominated Company Supervisor: Position held within Company:  
Role: Experience:  
Qualifications:  
CV: Please provide copy.  
Academic Supervisor |
| 1.3 | Company Key Contact Details:  
Tel:  
Fax:  
Email:  
Mobile: |
| 1.4 | State how the proposed project fits with the strategic plans and objectives of the Company Partner, in no more than 100 words.  
Please also state the main business deliverables of the project. |
| 1.5 | Briefly describe in a series of bullet points the required research work associated |
| 1.6 | Indicate the likely benefits to the company and indicate any likely economic, social or scientific/technical benefits and impacts to the company, in no more than 200 words. |
| 1.7 | What is the proposed number of Industry reps and academics required for this project? |
| 1.8 | What contribution can your company make to the CiP Partnership in terms of the following;  
   1. Direct Research Funding  
   2. Time & Resources  
   3. Any other e.g. Teaching, equipment, expenses, travel |
1.9 Please indicate output of project in terms of products, techniques, reporting, publications, etc. 
    Academic to advise on publications/journals etc.

1.10 Please state the main methodologies that will be used on the project. To be completed by academics
## Section 2 – Company Financial Information

<table>
<thead>
<tr>
<th>Company Details</th>
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</thead>
<tbody>
<tr>
<td><strong>2.1</strong> Company Name (and Trading Name). Please also include company registration number. State if part of a Parent group.</td>
</tr>
<tr>
<td><strong>2.2</strong> Company Address</td>
</tr>
<tr>
<td><strong>2.3</strong> Nature of Business</td>
</tr>
<tr>
<td><strong>2.4</strong> Number of Employees</td>
</tr>
<tr>
<td><strong>2.5</strong> Number Employees within group</td>
</tr>
<tr>
<td><strong>2.6</strong> Please provide a copy of your company’s latest audited accounts. Or state some other financial info</td>
</tr>
<tr>
<td><strong>2.7</strong> Are there any qualifications by the Company’s Auditors to these accounts?</td>
</tr>
</tbody>
</table>

The signatures, below, indicate a commitment by both parties to entering a mutually beneficial project through the CiP Partnership Framework Agree, the acceptance of the Terms of Confidentiality see also attached NDA and that the information provided is true and accurate to the best of their knowledge as at the date of signature.

Signed for and on behalf of the Company

(To be signed by CEO, MD, FD or Dir.)

Name (block capitals)  
Position  
Date  

Signed for and on behalf of Henley Business School the University of Reading

(By an authorised representative of the University)  

Name (block capitals)  
Position  
Date
It is agreed by the Parties as follows:

1 Definitions

1.1 'Confidential Information' shall mean:

1.1.1 any Information supplied before the end of the Agreement (whether supplied in writing, orally or otherwise) by either Party its employees, officers or agents, to the other marked as "confidential", described as "confidential" or reasonably understood to be confidential;
1.1.2 any copy of the foregoing;

1.2 'Disclosing Party' shall mean the Party to this Agreement that discloses Information, directly or indirectly to the Receiving Party under or in anticipation of this Agreement.

1.3 'Receiving Party' shall mean the Party to this Agreement that receives Information, directly or indirectly from the Disclosing Party.

1.4 'Authorised Persons' shall mean those employees, officers, agents and professional advisors who reasonably need to receive the Confidential Information to enable the Parties to achieve the Permitted Purpose.

1.5 For the avoidance of doubt 'Parties' shall mean the University of Reading and the Party detailed under Section 2 of this document and 'Party' shall mean either one of them.

1.6 'Final Date' shall mean the date on which this Agreement is terminated.

2 Confidentiality Obligations

2.1 In consideration of the Disclosing Party providing Confidential Information, at its discretion, to the Receiving Party, the Receiving Party shall:

2.1.1 take all reasonable measures to ensure the confidentiality of the Confidential Information;
2.1.2 neither disclose nor permit the disclosure of any Confidential Information to any person, except for disclosure to Authorised Persons in accordance with Clause 3, or to a court or other public body in accordance with Clause 4;
2.1.3 not use the Confidential Information for any purpose, whether commercial or non-commercial, other than is required by the Permitted Purpose without the prior written consent of the Disclosing Party;
2.1.4 make only such copies of the Confidential Information as is required for the Permitted Purpose, and provide any such copies to the Authorised Persons only.

2.2 This Agreement shall be terminated twelve (12) months from the date on which this Agreement was made on.

3 Disclosure to Employees

3.1 The Receiving Party may disclose the Confidential Information to those Authorised Persons who:

3.1.1 have been informed by the Receiving Party (a) of the confidential nature of the Confidential Information, and (b) that the Disclosing Party provided the Confidential Information to the Receiving Party subject to the provisions of a written agreement.

3.2 The Receiving Party shall be responsible for taking all reasonable action to ensure that its Authorised Persons comply with the Receiving Party’s obligations under this Agreement and shall be liable to the Disclosing Party for any breach of this Agreement by such Authorised Persons.

4 Disclosure to Court

4.1 To the extent that the Receiving Party is required to disclose Confidential Information by order of a court or other public body that has jurisdiction over the Receiving Party, it may do so. Before making such a disclosure the Receiving Party shall, if the circumstances permit:

4.1.1 inform the Disclosing Party of the proposed disclosure as soon as possible and if possible before the Court or other public body orders the disclosure of the Confidential Information;
4.1.2 ask the court or other public body to treat the Confidential Information as confidential;
4.1.3 shall, to the extent the law allows, assist the Disclosing Party to make representations to the court or other public body in respect of the disclosure and/or confidential treatment of the Confidential Information.

5 Exceptions to the Confidentiality Obligations

5.1 The Receiving Party’s obligations under Clause 2 shall not apply to Confidential Information that:

5.1.1 the Receiving Party can show it possessed before the Disclosing Party disclosed it to the Receiving Party;
5.1.2 is or becomes publicly known, other than as the result of a breach of the terms of this Agreement by the Receiving Party or by anyone to whom the Receiving Party disclosed it;
5.1.3 the Receiving Party obtains from a third-party, and the third-party was not under any obligation of confidentiality with respect to the Confidential Information;
5.1.4 is approved in writing by the Disclosing Party for release;
5.1.5 is developed by or on behalf of the Receiving Party by any person(s) who have not had any direct or indirect access to, or use or knowledge of, the Confidential Information imparted by the Disclosing Party.

6 Returning of Information and Surviving Obligations

6.1 Subject to Clause 6.2, the Receiving Party at the request of the Disclosing Party in writing or upon termination of this Agreement shall return or confirm their destruction thereof to the Disclosing Party of all documents and other materials that contain any of the Confidential Information, including any copies of the aforementioned.
6.2 As an exception to the Receiving Party’s obligations under Clause 6.1, the Receiving Party may retain one reference copy of the Confidential Information, in paper form, for the Receiving Party’s legal files in order to comply with the Receiving Party’s obligations under this Agreement.

6.3 Following the date of any termination of this Agreement, or any return of Confidential Information to the Disclosing Party, the Receiving Party shall make no further use of the Confidential Information and the Receiving Party’s obligations under this Agreement shall otherwise remain in force, in respect of the Confidential Information disclosed prior to the Final Date, in each case for a period of five (5) years from the Final Date.

7 General

7.1 The Receiving Party acknowledges and agrees that all property, including intellectual property, in the Confidential Information shall remain with and be vested in the Disclosing Party.

7.2 This Agreement does not include, expressly or by implication, any representations, warranties or other obligations:

7.2.1 to grant the Receiving Party any licence or rights other than as may be expressly stated in this Agreement;
7.2.2 to require the Disclosing Party to disclose, continue to disclose or update any Confidential Information;
7.2.3 as to the accuracy, efficacy, completeness, capabilities, safety or any other qualities whatsoever of any information or materials provided under this Agreement.

7.3 Receiving party agrees that because of the unique nature of the Confidential Information, the Disclosing Party may suffer irreparable harm in the event that Receiving Party fails to comply with any of the terms of this Agreement and that monetary damages and other remedies at law may not be adequate in the event of such a breach. Therefore, the Disclosing Party shall be entitled to seek injunctive relief from such court or courts as shall have jurisdiction. For the avoidance of doubt such injunctive relief shall be in addition to, and not in lieu of, other remedies available to the Disclosing Party at law or in equity.

7.4 This Agreement constitutes the entire agreement and sole understanding of the Parties with respect to the subject matter hereof at the date of signature and may be amended or modified only by a subsequent agreement in writing between the Parties.

7.5 The Company acknowledges and accepts that the University of Reading has legal obligations under the Freedom of Information Act 2000, which provides a right of public access to various types of information held by public bodies. Should the University receive a request under the Freedom of Information Act which relates to the information the University will promptly inform the Company. To the extent that the law permits University will not publish information:

7.5.1 that might prejudice the University’s and/or the Company’s commercial interests;
7.5.2 that would prejudice the prevention or detection of crime or the prosecution of offenders;
7.5.3 concerning legal proceedings or investigations being carried out by the University that might lead to criminal or civil proceedings;
7.5.4 held under obligation of confidentiality.

7.6 This Agreement shall be governed by and construed and interpreted in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.
Completing and Submitting your Research Project Form

1. It is important that Sections 1 and 2 are completed in full.

2. Having completed the EOI form a copy of the original should be e-mailed to the following University of Reading representative;

Dr Anupam Nanda FRSA FRGS
Associate Professor in Real Estate Economics;
Academic Director, Centre for intelligent Places;
www.henley.ac.uk/ciplace
www.henley.ac.uk/people/person/dr-anupam-nanda/
Henley Business School, University of Reading, Whiteknights, Reading RG6 6UD, UK;
Email: a.nanda@reading.ac.uk or cip@reading.ac.uk; Tel: +44 118 378 6339; Fax: +44 118 378 8172;

3. EOI forms can be submitted at any time.

Data Protection
All personal information will be processed by the University of Reading in accordance with the Data Protection Act 1998 and in accordance with the University's Data Protection Policy and Guidelines.

This information will be used by the University for administrative purposes and to make an application to the TSBE regarding an Engineering Diploma.

The University will hold and maintain data on your records for the period of the CiP project and for any number of subsequent years as noted within the terms of Confidentiality of any Agreement relevant to the CiP project, as required.