

Sponsorship for a Postgraduate Research Studentship Agreement Terms

Parties	Microsoft Research Ltd (“ MRL ”) and Institution.
Agreement	The Agreement to sponsor a Postgraduate Research Studentship (“ Agreement ”) sets forth the terms and conditions under which MRL will provide funding for an approved research project. The Agreement includes two exhibits: A) Studentship Description Form and Declaration and B) Visitor Agreement for Sponsored PhD Student. After the Institution and MRL identify the research project, the Institution and MRL will execute the Agreement. After the Institution and MRL identify an appropriate student (“ Student ”), the Institution, MRL, Student, and supervisors will execute the Studentship Description Form and Declaration, which sets out the details of the research project. If the Student will be visiting MRL in Cambridge, then the Institution, MRL, Student, and supervisors will also execute the Visitor Agreement for Sponsored PhD Student.
Scope and Purpose	MRL will provide a fixed amount of funding to the Institution to support a student’s postgraduate studies relating to an agreed upon research project.
Project Management	The Student conducts research according to the defined research project, under the supervision of Institution and MRL supervisors. The Institution submits progress reports to MRL annually, with the Student’s Thesis making up the final report.
Term and Leaving	The sponsorship term is three years (note: while the Student may take additional time to complete his/her thesis, MRL will provide funding for a maximum of three years). Either party can terminate for any reason by giving the other party six months written notice, or by mutual consent. The Agreement will terminate automatically if a Student is not identified by March 31, 2017.
Resources	<p>MRL: MRL provides funding to the Institution in fixed, annual instalments for a maximum of three years. The Institution must reserve three quarters of the funding for the Student’s maintenance, fees, travel, and subsistence (including any expenses incurred by the student as a result of visiting MRL premises).</p> <p>MRL will additionally provide hardware and conference allowances to the Student. At MRL’s discretion, the Student will be invited to visit MRL premises and/or attend the MRL PhD Summer School program (travel expenses to be paid through funding provided to Institution).</p> <p>Institution: The Institution provides all other equipment and facilities necessary for the Student to carry out the research project and complete his/her Thesis.</p>
Publications	MRL Sponsorship must be acknowledged in all publications relating to the research project. A copy of the Student’s Thesis, journal articles, and conference papers will be submitted to MRL at the same time they are submitted for examination/peer-review or at least 30 days before any other publication. MRL may post Student publications on its website: research.microsoft.com .
IP Rights	<p>Background IPR: Ownership of Background IPR remains with the original owner. The other party receives a license only for the term and purposes of the research project. MRL receives an option to acquire a broader license to the Institution’s Background IPR, subject to reasonable terms.</p> <p>Resulting IPR: The Institution owns the Resulting IPR and grants a non-exclusive royalty free license to MRL and its affiliates.</p>
Liability	The Institution’s liability to MRL is limited to the return of all funding, software, and equipment (except in the case of fraud or wilful default).
Governing Law	Laws of England and Wales.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS TERM SHEET, THIS TERM SHEET AND ALL NEGOTIATIONS THAT MAY FOLLOW FROM IT ARE FOR DISCUSSION PURPOSES ONLY AND ARE NOT INTENDED TO BE LEGALLY BINDING. NO LEGALLY BINDING CONTRACT SHALL ARISE UNTIL SUCH AGREEMENT HAS BEEN REDUCED TO WRITING AND SIGNED BY THE DULY AUTHORISED REPRESENTATIVES OF EACH PARTY. MRL RESERVES THE RIGHT TO MODIFY THESE TERMS AS IT DEEMS APPROPRIATE.