**CONTRACT RESEARCH AGREEMENT**

**(ENTERPRISE IRELAND INNOVATION VOUCHER SCHEME)**

**National University of Ireland, Galway**, University Road, Galway, Ireland("**NUIG**") and [insert company name] a limited liability company incorporated in Ireland under number [ ] and having its registered office at [ ] **(**the"**Company**"**)** through this contract agree that NUIG will undertake a research project entitled "[insert title of project]" **(**the"**Project**"**)**

The Project is funded by an Enterprise Ireland Voucher. The NUIG Reference No is [insert voucher number] (the "**Voucher**").

The purpose of the Project is to address the following: [insert detail from the voucher].

The Project will begin on [insert date] and will run for approximately [insert number of months].

**Budget**

The Parties agree that the total Project cost shall be €5,000 (the "**Project Cost**"). The Company shall be responsible for the Project Cost. On completion of the Project, the Project Cost will be paid by the Company by forwarding the Voucher to NUIG. The Project Cost is exclusive of VAT and the Company must pay the full VAT element of the Project Cost separately.

**Fitness for Purpose**

Although NUIG will use reasonable efforts to achieve the goals of this Project, the Company accepts that NUIG is not warranting that it will achieve any particular result or product. Furthermore the Company accepts that NUIG is not claiming or making any warranties in relation to fitness for purpose, merchantability or for the outcomes or results of the Project.

**Intellectual Property**

Intellectual Property generated through the Project research undertaken by NUIG on behalf of the Company under this agreement will be owned by the Company ("**Foreground IP**").

The Company hereby grants to NUIG a non-exclusive, irrevocable, perpetual, royalty free right to utilise this Foreground IP for teaching and research, including third party research purposes. [or The Company hereby grants to NUIG a non-exclusive, irrevocable, perpetual, royalty free right to utilise this Foreground IP for teaching and research, but for no other purpose. It shall be a matter for the Company, at its discretion, to file protective applications for, maintain, enforce and/or defend, at its expense, the Foreground IP.]

The ownership of any background intellectual property introduced to the Project is not altered by its use in the Project. No licence to background intellectual property for commercial purposes can be assumed or implied.

**Agreement**

This Agreement is only valid for the Project. If the Company requires NUIG to conduct further research beyond the Project, a formal contract will be required.

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| **Signed for and on behalf of National University of Ireland, Galway, by** **its duly authorised representative:** | **Signed for and on behalf of [ ] Limited by its duly authorised representative:** |
| Name: |  | Name: |  |
| Signature: |  | Signature: |  |
| Title: |  | Title: |  |
| Date: |  | Date: |  |