

# Museum-University Partnerships

## Example Letter of Agreement



National  
Co-ordinating  
Centre for  
Public Engagement

# Example Letter of Agreement

Many partnerships flourish without a letter of agreement or contract. However many organisations require, or find it useful to have, a letter of agreement to outline each party's contributions and responsibilities within the project. These letters vary between projects. Here is an example you might find useful, but remember, a letter of agreement is a legal document – so make sure you work with your legal team/ advisor to ensure the letter of agreement you develop meets the needs of all the partners.

**This is an example and should be checked by your legal team**

*Title: Letter of agreement between [insert name of facilitating institution] and [insert name of partner]*

*DATE:*

*Address: (of the facilitating institution, who is issuing the Letter of Agreement)*

*Terms: (if there are a lot a list of terms used in the letter of agreement, describe what they mean upfront e.g. 'partner'; 'facilitating institution'; etc.)*

*Project summary: (a short description of the partnership or project)*

*Other information may be included as appendices and referred to here for example:*

- *An outline of objectives*
- *Project schedule*
- *Governance structure*
- *List of current partners*

*This letter serves as a formal agreement between [insert name] ("Partner") and [insert name] ("facilitating institution"), whereby the Partner commits to participation in the project and agrees terms relating to the use of project funding.*

*This agreement covers all project activity from [insert date] until [insert date] (inclusive).*

## Partner Responsibilities

*Summary of partner responsibilities including (where appropriate):*

- *Staff time*
- *Venue hosting / access*
- *Reporting (include key dates if known)*

## Facilitating Institution Responsibilities

*Summary of responsibilities including (where appropriate):*

- *The facilitation of the project*
- *Access to administrative funding (travel costs etc.)*

- *Facilitation of funder reporting*

## **Payments**

- *Summary of funding available*
- *How and when this should be claimed / drawn down*

*This funding must be allocated to the project and the grant request (post-expenditure) must be accompanied by a breakdown of spend.*

*In the unlikely event that any funding body requires the reimbursement by the project of any sums paid under this letter agreement then, to the extent that such a requirement arises from the acts or omissions of the Partner, the Partner hereby agrees to reimburse the project the sum received by the Partner together with any interest charged thereon.*

*Letters of agreements often have a clause in case the funder is unhappy with the project, and does not pay the full costs of the programme. This clause ensures that, if this is caused by the partner, the partner will return the funding. The facilitating institution will be responsible if the fault is theirs.*

## **Intellectual Property**

All Background Intellectual Property used in connection with the Project shall remain the property of the Partner introducing the same. [No Partner will make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the ownership or use of any of the Background Intellectual Property of the other parties except under the terms of this Agreement. ] [Each Partner acknowledges and confirms that nothing contained in this Collaboration Agreement shall give it any right, title or interest in or to the Background Intellectual Property of the other Partners save as granted by this Agreement.] The Parties agree that any improvements or modifications to a Partner's Background Intellectual Property arising from the Project which are not severable from that Background Intellectual Property will be deemed to form part of that Party's Background Intellectual Property.

*All intellectual property and know how generated in the course of the project ("Arising IP") shall belong to the Partner generating the same. Each Partner hereby grants to the other Partners a licence to use its Arising IP only for the objectives of the project and teaching and research purposes.*

*Any outputs and any intellectual property rights therein of the project produced collaboratively by partners shall be owned by the facilitating institution and the Partner hereby assigns to the facilitating institution absolutely and with full title guarantee (by way of present and future assignment) any and all such intellectual property rights. The Partner agrees that, on request by the facilitating institution, and at the facilitating institution's reasonable expense, it shall execute and sign such documents and do such things as may be required by facilitating institution to give effect to this assignment and ensure that the rights licensed or assigned to facilitating institution under this paragraph can be exercised, sub-licensed and otherwise used freely and unconditionally by facilitating institution.*

*The facilitating institution hereby grants to the Partner a licence to use any project outputs for the objectives of the project and teaching and research purposes/an irrevocable, non-transferable, royalty-free right to use all Arising Intellectual Property generated in the course of the Project for*

*[non-commercial], academic and research purposes, including research involving projects funded by third parties provided that those parties gain or claim no rights to such Arising Intellectual Property.*

*(Intellectual property (IP) is an important thing to discuss. The clause shown here focusses on IP arising from the project. In this case the facilitating institution will own the arising IP, and will then licence it back to the partner to use for teaching and research. You may also want to include the option for the partner to make commercial use of the arising IP.*

*In order for the arising IP to be licenced to others, someone needs to own it. However, you may decide that the partner should own the arising IP, and licence it back to the facilitating institution.*

*In addition to arising IP (often called Foreground IP) you may want to include background IP – i.e. the IP you bring into the partnership, being clear that the background IP remains with the organisation who brings it into the partnership.*

### **Signed for and on behalf of the Parties**

#### **Facilitating institution**

*Signature:*

*Name:*

*Date*

#### **Partner**

*Signature:*

*Name:*

*Date*

### **Appendix**

Appendices included here

**Resource created by NCCPE and Gracie Divall, Natural History Museum**



**National  
Co-ordinating  
Centre for  
Public Engagement**

The National Co-ordinating Centre for Public Engagement (NCCPE) is internationally recognised for its work supporting and inspiring universities to engage with the public. We work to change perspectives, promote innovation, and nurture and celebrate excellence. We also champion meaningful engagement that makes a real and valued difference to people's lives.

The NCCPE is supported by the UK Higher Education Councils, Research Councils UK and Wellcome, and has been hosted by the University of Bristol and the University of the West of England since it was established in 2008.

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### **National Co-ordinating Centre for Public Engagement**

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The Museum-University Partnership Initiative (MUPI) was supported by public funding from Arts Council England. It sought to enable museums and universities to meet together and develop mutually beneficial partnerships. A range of resources have been created, drawing on the learning from the MUPI project. You can find all these resources on the NCCPE website.



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