Model Grant Agreement for the Action LifeArc joint Call

Action Medical Research

CONDITIONS UNDER WHICH A GRANT IS AWARDED

These Award Conditions, together with the Award Letter and the Conditions for Making a Grant Application (collectively the "**Grant Conditions**"), set out the terms and conditions on which the Grant is made by Action Medical Research to the Institution.

The Institution must ensure that the Grantholders and others supported by the Award are made aware of and comply with the Grant Conditions and any associated documents regarding good research practice (see section 2.1). The Institution warrants that the person who signed the Acceptance of Conditions Under Which a Grant is Awarded was duly authorised to do so and to bind the Institution to the Grant Conditions.

Definitions used in the Grant Conditions can be found at Annex B.

AGREEMENT

Dated this day of 2022 between

(a) The Institution.....

of (address).....

.....

(b) The Principal Investigator, representing the co-investigators named on the grant application and hereinafter collectively known as the Grantholder(s)

.....

of (address).....

.....

and

(c) **Action Medical Research** of Vincent House, North Parade, Horsham, West Sussex, RH12 2DP, hereinafter known as Action Medical Research.

Whereas Action Medical Research has agreed to support a medical research project (hereinafter known as the Project) to be undertaken by the Grantholder(s), as detailed in the Award Letter dated [add date] and to make available to the Institution the sum of £[add amount] (the Award/Grant) to support the conduct of the Project.

The parties hereby agree as follows:

1. The Grant and Employment

1.1 The Grant is being jointly funded by Action Medical Research and LifeArc. Action Medical Research and LifeArc may referred to individually and collectively in these Award Conditions as the Charity/ies.

1.2 The Grant shall be used solely to support the undertaking of the Project. For clarity, this includes costs associated with the publication/dissemination of Project results as required by these Award Conditions.

1.3 The Charities do not act as an employer with respect to the Grant, and therefore in all cases where support is provided on the Grant for the employment of staff, the Institution undertakes to issue a contract of employment to such staff and comply with all relevant laws and regulations. Nothing

in the Grant Conditions is intended or shall be deemed to create any partnership or joint venture between the Charities and any other party, nor any relationship of principal and agent between the Charities and any other party, nor authorise any party to make or enter into any commitments for or on behalf of the Charities.

1.4 The Institution is solely responsible for all costs, taxes and expenses incurred by or in respect of those engaged by it in performing the Project. The Institution is responsible for all costs associated with recruitment of such personnel, including advertising costs.

1.5 In any advertisement for research workers to be appointed to perform the Project, the Institution will state that the Project is funded by the Charities; and will advise Action Medical Research of details of, or alterations to, each appointment as made.

1.6 The Institution accepts full responsibility for the appointment, management, monitoring and control of all personnel (whether permanent, temporary or students) employed in or involved in the Project, including research misconduct and scientific fraud. It must also ensure that all personnel associated with the Project receive training appropriate to their duties and the requirements of any applicable statute or regulation.

1.7 The Charities expect the Institution (as the employer) to anticipate and meet the cost of any absence of its personnel within its commitment to meet the terms of the Grant Conditions. In the case of long-term leave, where such leave could prejudice its commitment, the Institution must inform Action Medical Research as soon as possible in advance so that the Charities can consider whether the Grant should be suspended for the period of leave and a new end date for the Grant agreed. The Charities may consider covering the cost of another individual on a temporary basis if it encourages completion of the Project, provided that the cost of doing so does not exceed the total amount of the salary component of the Grant.

1.8 The salary provision in the Grant may not be transferred to another person or applied to another use without Action Medical Research's written consent.

2. Scientific integrity

2.1 The Charities require the highest standards of integrity to be adhered to by the Grantholders and other researchers working on the Project. The Institution shall ensure that the Grantholders conduct the Project according to the highest standards of the research community and avoid any actual or perceived conflict of interest. The Institution must have in place its own published standards of good research practice and formal written procedures for the handling of allegations of research misconduct. Such standards must take into account the Medical Research Council document '*Good research practice: principles and guidelines*'.

2.2 In the event of scientific fraud occurring or being suspected in relation to the Project or the Grantholder(s), it is the responsibility of the Institution to investigate this promptly and comprehensively. The Grant is given in reliance upon the representation of the Institution that it has adequate procedures for dealing with scientific fraud.

2.3 If a case of scientific fraud is suspected in relation to the Project then Action Medical Research must be notified within 7 days of the Institution initiating any such investigation of scientific misconduct and kept informed of further developments. At the initial stages of the enquiry, the Charities would not normally suspend the Grant. However, if adequate steps are not taken to proceed with the investigation, or if fraud is proven, the Charities will terminate the Grant immediately and reserve the right to recover monies already paid under the Grant in respect of research undertaken after the fraudulent activity or misconduct occurred.
NB. A viable mechanism for dealing with accusations of scientific fraud would probably contain the following elements: a guidance document or code of practice on standards of professional behaviour; provisions for induction and training of staff; monitoring; regulations and procedures for handling allegations; fair procedures and appropriate protection for both the accused and the 'whistleblower'.

3. Conduct of the Project

3.1 The Institution shall be solely responsible for the Project. Without limiting the foregoing, the Institution must ensure that, before the Project commences and during the full Grant Period, all the necessary legal and regulatory requirements relating to the conduct of the Project and the facilities used for the Project are met and that all the necessary licences and approvals have been obtained. Where any element of the Project is to be conducted outside the Institution's host country, such legal and regulatory requirements, and such licences and approvals should include those applicable in the additional countries involved.

3.2 The Charities will only directly fund UK based Institutions. Any element of the Project that is conducted outside the United Kingdom must, as a minimum standard, be conducted in accordance with the principles of and in compliance with relevant UK legislation current at the time of the activity. The Institution must ensure that any Project work involving the use of animals complies at all times with the relevant laws in both the UK and the host country.

3.3 The Institution must ensure that it has in place formal written procedures for managing the process for obtaining any necessary or appropriate ethical approval(s) for the Project, and must accept full responsibility for ensuring that any such ethical approval is in place at all relevant times during the Project. This includes acting as or otherwise obtaining a "**Sponsor**" (as defined in the UK Policy Framework for Health and Social Care Research) where appropriate. For Projects falling within the scope of the UK Policy Framework for Health and Social Care Research, the Institution acknowledges and agrees the Charities will not be the Sponsor of the Project. The Institution in which the Project takes place must either accept responsibility as the Sponsor or put in place arrangements with an appropriate organisation such as a local NHS Trust to be the Sponsor.

3.4 Where the Research Program involves the use of animals, the Recipient shall ensure:

a) animals are only used in the Research Program where this is essential, and the research question being addressed cannot be answered using alternative methods;

b) any part of the Research Program involving the use of animals is designed and implemented so that:

(i) the experimental design is appropriate and is likely to answer the research question;

(ii) the least sentient species with the appropriate physiology is used;

(iii) animals are appropriately housed and maintained in a species-appropriate manner that minimises stress and maximises the animals' welfare;

(iv) the number of animals used is the minimum sufficient to provide adequate statistical power to answer the questions posed; and

(v) the severity of procedures performed on animals is kept to a minimum. To that end, experiments should be kept as short as possible and appropriate anaesthesia, analgesia and humane endpoints should be used to minimise any pain and suffering;

c) all activities involving animals comply with the core principles set out in the cross-funder guidance 'Responsibility in the use of animals in bioscience research: Expectations of the major research councils and charitable funding bodies' (available at www.nc3rs.org.uk);

d) all activities involving non-human primates comply with the 'NC3Rs Guidelines: Primate accommodation, care and use' (available at www.nc3rs.org.uk);

e) advice is sought from NC3Rs (www.nc3rs.org.uk) and/or other appropriate animal welfare bodies in relation to the requirements set out in (b) to (d) above and Recipient shall promptly provide LifeArc with details of such advice and how such advice has been implemented;

f) when animals are purchased from commercial suppliers, UK suppliers are used wherever possible, to minimise the risk of suffering during transport;

g) compliance at all times with the provisions of the Animals (Scientific Procedures) Act 1986 (as may be amended or supplemented from time-to-time) and any advice, guidance or requirements received from the relevant ethics committee, NC3Rs and/or other appropriate animal welfare body;

h) all necessary licences, consents and approvals have been received before any work requiring such licenses, consent and/or approval is initiated;

i) results arising from animal-based studies are reported in accordance with the ARRIVE guidelines (www.nc3rs.org.uk/ARRIVE) as far as possible, taking into account the specific editorial policies of the journal concerned;

j) any new procedure likely to replace the use of animals in research or testing, reduce the numbers used or refine animal use for the same is promptly reported to NC3Rs and disseminated through the usual channels to all those who might make use of it; and

k) any substantive changes to animal species and/or experimental design from that set out in the Application, must be notified to LifeArc, together with any advice/suggestions in relation to the same obtained from any ethics committee, NC3Rs and/or other animal welfare body, before such changes are implemented.

3.5 The Institution and Grantholders undertake to abide at all times by the Data Protection Legislation and all other relevant legislation and regulations in relation to the undertaking of the Project.

3.6 The Institution has understood and accepted the Conditions for Making a Grant Application to Action Medical Research as attached at Annex A.

3.7 The Institution and Grantholders will use their best endeavours to complete the Project within the agreed period of the Grant and will make no material change to the Project without prior written approval of Action Medical Research.

3.8 The Institution (or Grantholders if appropriate) must inform Action Medical Research without delay of any change to the status of the Institution or the Grantholders which might affect their ability to perform the Project or to comply with the Grant Conditions. This includes any material alteration to or divergence from the original aims and directions of the Project and if any of the Grantholders transfer to an alternative research institution.

3.9 Any proposed material modification or amendment of the Project plan must be provided in advance to Action Medical Research. The Charities shall promptly discuss such proposals and (if the Charities decide it is appropriate seek advice from the Reviewers in respect of the proposed change). No material modification or amendment of the Project plan (including but not limited to changes to agreed Milestones or the dates by which a Milestone is to be achieved) may be implemented before the Institution receives written consent to the same from Action Medical Research. Without limitation, any modification or amendment of the Project's objectives or Milestones or of the identity of third-party collaborators involved in the Project, or any change to the proposed use of any Arising Intellectual Property, shall be deemed a material modification or amendment of the Project plan.

3.10 If the Project plan varies substantially from the agreed plan and such variation has not been reviewed and approved by the Charities this may amount to a breach of these Award Conditions and the Charities reserve the right to suspend and/or terminate the Grant.

4. Audit

4.1 The Institution must ensure that the control of expenditure to be funded under the Grant is governed by the normal standards and procedures of the Institution and is covered by any formal audit arrangements that exist in the Institution. This should include standards and procedures for maintaining an appropriate anti-fraud and corruption control environment.

4.2 Action Medical Research shall have the right to require from the Institution, at any time, any financial information in respect of the Grant or the activities it funds.

4.3 Action Medical Research reserves the right to audit the expenditure of the Grant at any time and the Institution shall provide such assistance as Action Medical Research may reasonably require for this to be effected.

4.4 The Institution is required to have in place procedures that ensure that only valid expenditure is charged to the Grant. The Institution acknowledges and agrees the Grant may be terminated immediately if such procedures are found not to be in place.

4.5 The Institution shall maintain a separate accounting cost code specific to the Grant, and all costs properly relating to the Project shall be accounted for through that cost code. The Institution should ensure that appropriate records are kept to support the entries made on the cost code.

4.6 The Charities may, during business hours, visit any premises where the Project is conducted to inspect the facilities and to discuss the progress of the Project.

4.7 The obligations of this clause 4 shall remain in force and effect for a period of 6 years after the completion of the Project or the date of the last payment made under these Award Conditions, whichever is the later.

5 Financial administration and general conditions

5.1 Payments will not be made on the Award until the Institution has formally accepted the Grant Conditions and has activated the Grant by notification to Action Medical Research of the Project start date. The Institution must also forward to Action Medical Research the name, starting salary and a one page CV for research workers employed with funding from the Grant that were not detailed in the application accepted for funding by the Charities.

5.2 The Institution will advise the Charity of the starting date of the Project at the earliest opportunity. If the Project does not commence within 6 months of the date on the Award Letter, the Charity reserves the right to withdraw the offer of the Grant.

5.3 Subject to the Institution's and Grantholder's(s') compliance with the terms and conditions of this Agreement, including compliance with the reporting requirements and limitations set out in clause 6, the Grant funding will be disbursed to the Institution via Action Medical Research. For clarity, no payments will be made by LifeArc to the Institution under this Agreement. The Institution will arrange for its Finance Department to submit suitable invoices ("**Invoice/s**") detailing all costs incurred during the 3 months within the limits agreed in this Offer of Award. Invoices are to be submitted to the Charity quarterly in arrears. The Charity will not pay any part of any expenditure which is not claimed within 6 months of the end date of the Grant or received after the Institution has submitted their Final Invoice.

5.4 Invoices should contain the following details:
(a) the Action Medical Research grant reference number;
(b) the time period covered by the invoice;
(c) expenditure categorised appropriately, eg salary, consumables and equipment costs;
(d) for equipment costs, summary details of the equipment purchased.
(e) for salary costs, staff names and a breakdown of the salary calculation. If the salary costs are in excess of those agreed full details of the reason for the increase;
(f) a contact name, email address and telephone number for queries.

5.5 Payments made by the Charities under the Grant must be applied exclusively in support of the Project; Grant funds may not be applied to other research projects. Grant funds may not be transferred between budget lines of the Project without the prior written consent of Action Medical Research. Any surplus will be retained by or returned to Action Medical Research.

5.6 The Institution or Grantholders must not be in receipt of or subsequently receive any emoluments or financial assistance from any other source that would give **duplicate/overlapping funding for the Project for the period covered by this Offer of Award.**

5.7 The Institution must ensure that the Grant funding is used for the purposes for which it is awarded and, without prior written agreement, may not use the Grant to pay for any expenditure commitments entered into prior to the date this Agreement is signed and received by Action Medical Research.

5.8 The Institution must ensure that adequate and appropriate resources are provided to support the Project, including any activities described in the Award Letter. The Charities will not be responsible for any overheads or similar costs not agreed in the Award Letter.

5.9 Action Medical Research has the right to seek reimbursement in the event of an overpayment in relation to the Grant. Action Medical Research also has the right to suspend payments to the Institution where it is concerned about an aspect of any invoice or in the event of non-delivery of a Progress Report, Milestone Report or Final Report.

5.10 The Grant will not be increased (including for any redundancy liabilities for staff employed by the Institution for the purposes of the Project) except under very exceptional circumstances. Applications should therefore be calculated to include increments on any salary scale and estimates of future nationally agreed pay awards to cover cost of living increases only. The Grant funding cannot cover costs associated with restructuring.

5.11 The Institution must submit a final Invoice ("**Final Invoice**") within four months of the end date of the Project or as otherwise required by Action Medical Research. This represents the final statement of expenditure for the Grant. Action Medical Research is not obliged to comply with any subsequent Invoices in respect of the Grant once it has received the Final Invoice.

5.12 The Institution agrees and accepts that payments of the Grant can only be made to the extent that Action Medical Research has available funds and its payment is subject to the necessary funds being available when payment falls due.

5.13 The Institution shall promptly repay to Action Medical Research any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Institution.

5.14 The Grant shall be shown in the Institution's accounts as a restricted fund and shall not be included under general funds.

5.15 The Institution shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate. The Charities shall have the right to review, at each Charity's reasonable request, the Institution's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.

5.16 The Institution shall comply and facilitate the Charities' compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Charities.

5.17 The Institution shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Charities as the source of the Grant. The Institution shall acknowledge the support of the Charities in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by the Charities) shall include the Charities' names and logos using the templates provided by the Charity from time to time and shall comply with all reasonable branding guidelines issued by the respective Charity (via Action Medical Research).

5.18 The Institution agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by Action Medical Research.

5.19 The Institution shall assist with all reasonable requests from Action Medical Research to facilitate visits, provide reports, statistics, copy approval of text, photographs and case studies that will assist Action Medical Research in its promotional and fundraising activities relating to the Project.

5.20 The provisions set out in clauses 5.9, 5.10, 5.11, 5.13 and 5.15 – 5.19 shall remain in force and effect after the completion of the Project, the end date of the Grant or the termination of this Agreement.

6 Reporting

6.1 It is a condition of the Grant that Action Medical Research receives both six monthly reports on the progress of the Project (each a "**Progress Report**") and reports detailing the achievement of

agreed Milestones (each a "**Milestone Report**"). For clarity, a Milestone Report may be included in a Progress Report. In addition, a final report must be provided within three months of the end of the Project (the "**Final Report**"). For clarity, a Progress Report shall not be required for the final six (6) month period of the Project (i.e. the Final Report shall be deemed to have replaced the Progress Report for that period). In addition, it is a requirement that the Institution, via the Grant Holder continues to provide an annual report on the use of Arising IP for up to 3 years after the Grant has ended (each an "**Exploitation Report**"). Action Medical Research will write to notify the Institution, via the Grant Holder, of the date by which each report is due and will set out the required format and content of each such report. Failure to submit Progress Reports/Milestone Reports on time will jeopardise continuation of the Grant and payments may be withheld until the corresponding report has been received. The final payment due under this Agreement will be withheld pending the Final Report.

6.2 Progress Reports and Milestone Reports will be reviewed by Action Medical Research and LifeArc and (if required by the Charities) selected member/s of the AMR SAP and/or other experts selected by the Charities for that purpose (collectively the "**Reviewer/s**"). For clarity, the Reviewers may be asked to assist the Charities with recommendations in respect of whether: (i) the agreed Milestone/s has/have been achieved (or are on track for achievement); (ii) changes to the Project plan and/or agreed Milestones are acceptable or should be modified; or (iii) the agreed Milestones are no longer achievable and a remedial action plan needs to be submitted; and/or (iv) the proposed remedial action plan is acceptable and/or has been achieved. If the Charities decide that the agreed Milestones cannot be achieved, and without limiting the Charities' right to terminate the Grant early in accordance with this clause 6, the Charities shall work with the Institution and mutually decide how best to maximise the impact of the research and make the most of the previously agreed funding. In the event that submission of Progress Reports are delayed, further new applications to Action Medical Research for funding from the principal Grantholder will not be accepted until such report has been received, unless Action Medical Research agrees otherwise.

6.3 If so requested, the principal Grantholder and the Institution must make themselves available for meetings with the Charities to discuss comments, queries and/or recommendations of the Charities and, if the Charities decide is appropriate, the Reviewers in respect of Progress Reports, Milestone Reports, proposed changes to the agreed Project plan and/or agreed Milestones. Such meetings would usually take place at the Project site.

6.4 if the principal Grantholder and the Institution fails to submit a Progress Report or Milestone Report or fails to participate in a review meeting requested by the Charities to discuss such reports, this may amount to a breach of this Agreement and the Charities reserve the right to terminate the Grant.

6.5 if a Progress Report and/or Milestone Report indicates one or more agreed Milestones have not been achieved and if following review meeting(s) to discuss the same (and if applicable submission/review of a remedial plan), the Charities decide such Milestone(s) is(are) not achievable and the Charities decide not to amend or waive said Milestone(s), the Charities shall be entitled to terminate the Grant early. For clarity, it is envisaged that the Charities will first work with the Grantholder/s and Institution (seeking input from the Reviewers as required) to determine whether (and if reasonably possible within the scope of the agreed funding, how) the failure to achieve the agreed Milestones can be remedied. If this is not possible, the Charities will then work with the Grantholder/s and Institution (seeking input from the Reviewers as required) to prepare a plan that minimises further costs/funding whilst maximising the impact from the work completed to date (e.g. plan for data analysis required for a publication reporting Project results).

6.6 The Grantholder(s) are expected to provide reasonable assistance to the Charities in their evaluation of the Project's impact post-completion and receipt of the Final Report. As the real impact of Project may only be recognised after the termination of individual projects and without limiting the obligation to provide Exploitation Reports pursuant to clause 6.1, the Grantholder(s) will give such information as Action Medical Research may reasonably require regarding the outcomes of, and any subsequent developments arising from, the Project in the years following Project completion. The provision of such reports may involve the use of reporting systems such as Researchfish.

6.7 The provisions set out in clauses 6.1 and 6.6 shall remain in force and effect after the completion of the Project, the end date of the Grant or the termination of these Award Conditions.

7 Requests to referee future applications

7.1 Grantholders will be expected to respond positively and punctually to requests to referee Action Medical Research's grant applications.

8 Publication and publicity

8.1 The Institution and the Grantholders acknowledge Action Medical Research's ability to fund research relies on continued support from voluntary donations it is therefore important that Action Medical Research receives due acknowledgement for the funding provided.

8.2 The Institution and the Principal Investigator and/or other Grantholders must consult with Action Medical Research's Communication Department before the Institution or any Grantholder make any comment in the press or issues any press statements or other publicity material about the Grant or the Project or the findings or outcome of the Project. The Institution must ensure that it obtains the prior approval of Action Medical Research's Communications Department on any press statements or other publicity material associated with the Project that may be issued. Each Charity shall have the right (but no obligation) to participate in such press or other publicity releases.

8.3 The Institution and Grantholder(s) are expected to give reasonable assistance to Action Medical Research in its publicity and fundraising promotions.

8.4 Subject to Clause 9.11 below, the Grantholder(s) will assist Action Medical Research in its policy of publicising as widely as possible its grants and progress in scientific research supported by Action Medical Research and will not enter into any restrictive publication arrangements without informing Action Medical Research.

8.5 The Institution must ensure that the useful results of the Project are promptly disseminated. The Institution must properly evaluate the results of the Project, including for intellectual property protection, before it is published or otherwise publicly disclosed and, if the results are to be published in a reputable scientific or medical journal, may rely on an evaluation of quality by the journal concerned.

8.6 The Grantholder(s) and the Institution will acknowledge the financial assistance given by the Charities in any published documents, either in the text or in a footnote, using the Charities' full title of ACTION MEDICAL RESEARCH and LIFEARC. One copy of all printed reports or published papers will be sent to Action Medical Research at the time the article is accepted for publication. For oral presentations, interviews and press releases the Charities should be suitably acknowledged using each Charity's full name and/or logo as supplied by Action Medical Research.

8.7 The obligations of this clause 8 shall remain in force and effect after the completion of the Project, the end date of the Grant or the termination of the Agreement.

9 Intellectual property rights and commercial activities

9.1 The Charities expect the Institution to have clear guidelines for staff and students on ownership of Intellectual Property Rights and on their procedures for the identification and protection of such.

9.2 The Institution shall develop and implement strategies and procedures for the identification, protection, management and exploitation of Arising Intellectual Property.

9.3 The Institution shall ensure that all persons in receipt of funding from the Grant or working on the Project (including the Grantholders, employees, students, visiting fellows and subcontractors) are employed or retained or involved by the Institution in the Project on terms that vest in the Institution all Arising Intellectual Property.

9.4 Action Medical Research's written approval must be obtained if any Arising Intellectual Property, other than academic copyright, is to be given to any other person or body.

9.5 Any revenues or other benefit, hereafter known as the **Royalty Income**, arising from the commercial exploitation of the Arising Intellectual Property will be shared between the Institution and Action Medical Research and the other funding bodies (if any) in such proportion as may be equitable. For the avoidance of doubt, Action Medical Research confirms LifeArc has waived any share of the Royalty Income. Before entering into any commercial or patent procedure in respect of Arising Intellectual Property and without limiting the obligation to provide Exploitation Reports pursuant to clause 6.1, the Institution will discuss with Action Medical Research the proposed procedure and the basis upon which any Royalty Income arising from that procedure shall be distributed. Decisions regarding such exploitation procedures will be made on a case-by-case basis. The Association of Medical Research Charities guidance may be used by Action Medical Research as a starting point.

9.6 Without limiting the obligation to provide Exploitation Reports pursuant to clause 6.1, the Institution shall promptly disclose the Arising Intellectual Property to Action Medical Research and consult with Action Medical Research to decide whether the protection, management and exploitation of such Arising Intellectual Property is an appropriate means of achieving the public benefit.

9.7 The Institution must obtain the prior written consent of Action Medical Research before using, or authorising the use of, the Arising Intellectual Property for any commercial purpose, such consent not to be unreasonably withheld. Any consent given will be conditional upon the Institution, as a minimum: undertaking to adhere to a reasonable commercial strategy, for the protection management and exploitation of the relevant Arising Intellectual Property; paying Action Medical Research a reasonable proportion of any Royalty Income; and accepting Action Medical Research's revenue and equity-sharing terms that are in place at that time.

9.8 Where the Institution bears the risk and cost of applying for patents to protect Arising Intellectual Property, it will be entitled to recover its direct costs as a first charge upon the Royalty Income.

9.9 In no case will Action Medical Research bear the risk and costs involved in the Institution exploiting the Arising Intellectual Property, but Action Medical Research reserves the right to apply for patents in its own name (and at its own cost and risk) on any Arising Intellectual Property if the Institution states in writing that it does not intend to pursue relevant patents.

9.10 The Institution will provide detailed accounts of Royalty Income and relative costs or protecting Arising Intellectual Property as required from time to time by Action Medical Research, and in any case not less than once a year.

9.11 With the written permission of Action Medical Research the Institution/Grantholder(s) may delay scientific publication of Project results for a reasonable period in order to file patents on Arising Intellectual Property of potential commercial relevance before disclosure.

9.12 If the Institution wishes to use any third party to carry out its obligations with respect to this clause 9, then it must provide details of the proposed third party to Action Medical Research and obtain Action Medical Research's prior written approval.

9.13 The provisions set out in clauses 9.4 – 9.12 shall remain in force and effect after the completion of the Project, the end date of the Grant or the termination of this Agreement.

10. Limitation of liability

10.1 The Charities accept no responsibility, financial or otherwise, for expenditure (or liabilities arising out of such expenditure) or liabilities arising out of the Project.

10.2 The Charities shall not be liable for any loss or damage to, or caused by the use or misuse of, equipment funded by the Grant.

10.3 The Charities will not indemnify the Institution, any Grantholder or any other person or organisation working on the Project (including employees, students, visiting fellows and subcontractors) against any claims for compensation or against any other claims (whether

under any statute or regulation or at common law) for which the Institution may be liable as an employer or otherwise or for which any such person may be liable.

10.4 The Institution shall ensure that it has adequate and sufficient insurance in place and shall, at the request of Action Medical Research, provide a copy of such policy and evidence of payment of premiums to Action Medical Research.

10.5 The Parties agree that the Charities shall not be held liable for any consequences that may come about from the Institution undertaking the Project, the use of the Grant or from withdrawal of the Grant.

10.6 The Parties agree that to the extent legally permissible the Charities shall not be held liable for any claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of:

(a) the actions and / or omissions of the Institution, its employees, agents, officers, subcontractors and collaborators in relation to the Project,
(b) the non-fulfilment of the obligations of the Institution or the Grantholders under this Agreement, and/or
(c) the Institution's obligations to third parties.

10.7 The Institution shall indemnify each Charity, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of:

(a) the actions and / or omissions of the Institution, including of its employees, agents, officers, subcontractors and collaborators in relation to the Project,
(b) the non-fulfilment of the obligations of the Institution or the Grantholders under this Agreement, and/or
(c) the Institution's obligations to third parties.

10.8 In any event, the Charities' collective liability under and pursuant to this Agreement is limited to the Grant funding actually paid to the Institution and shall not exceed the total sum of the Grant funding actually paid.

10.9 The provisions of this clause 10 shall remain in force and effect after the completion of the Project, the end date of the Grant or the termination of the Agreement.

11 Equipment

11.1 The Charities will not reimburse VAT on the purchase of any equipment covered by the Grant. The equipment is covered under the concessions in the Value Added Tax Act 1983 Schedule 5 Group 16. The Institution will order the equipment in accordance with the requirements of that Act.

11.2 The Institution must ensure that equipment purchased with the Grant funding is appropriately insured and maintained, at the Institution's cost, at all material times.

12 Data Protection

12.1 Unless otherwise agreed, all information that the Grantholder, co-applicants and/or Institution supply to the Charities relating to any applications or Grants awarded will be used for the purposes set out in Annex D, including for the purpose of processing the application and/or Grant and for the purpose of peer review, audit and/or evaluation. All personal data will be processed in accordance with the Data Protection Legislation. Data supplied in the application relating to the applicant(s) and/or individuals funded by the Grant may be used by each Charity for the purposes of grant administration and keeping researchers informed about the activities of the Charity. It may also be disclosed to and processed by external peer reviewers, Government and other research and professional bodies.

12.2 As Action Medical Research's share of the Grant funding has been sourced through fundraising, the Charity may contact all Action Medical Research funded individuals and institutions by post,

telephone or e-mail from time to time about future fundraising and other activities and initiatives of the Charity up to three years after the end date of the Project.

12.3 Each Charity will be entitled to use Grantholder information, Grant details and non-technical lay summaries of the Project in its publications, website and annual report.

12.4 The provisions of this clause 12 shall remain in force and effect after the completion of the Project, the end date of the Grant or the termination of the Agreement.

13. Entire agreement, variation and termination

13.1 The Grant Conditions together with the Project proposal accepted by the Charities for funding constitute the entire agreement between the Parties with respect to the Grant and shall have effect to the exclusion of any other representation, memorandum, agreement or understanding of any kind between the Parties preceding the date of the Award Letter and relating to the Grant.

13.2 In the event of any conflict between the provisions of these Award Conditions as amended from time to time, and of the Award Letter, the provisions of the Award Letter will take precedence.

13.3 The Charities reserve the right to terminate the Grant on notice with immediate effect. In the event of early termination, the Institution shall promptly return to Action Medical Research any part of the Grant that has not been utilised or irrevocably allocated for the Project as at the date of termination.

13.4 The Institution must (or the Institution must ensure a Grantholder, if appropriate) informs Action Medical Research without delay of any change to the status of the Institution or the Grantholders which might affect their ability to comply with these Grant Conditions.

14 Governing law, jurisdiction and compliance

14.1 The Grant and the Grant Conditions shall be governed by and construed in accordance with English law. The Parties irrevocably submit to the exclusive jurisdiction of the English courts to settle any disputes in connection with the Grant and Grant Conditions.

14.2 The Institution and the Grantholders must ensure that the Project activities are at all times conducted in accordance with all applicable laws and regulations.

15 Withholding, suspending or repaying of the Grant

15.1 Without limiting clauses 3, 5 and 6, the Charities' intention is that the Grant will be paid to the Institution in full. However, without prejudice to the Charities' other rights and remedies, the Charities may at their sole discretion withhold or reduce or suspend payment of the Grant and/or require repayment of all or part of the Grant if:

(a) the Institution uses the Grant for purposes other than those for which it has been awarded;
(b) the delivery of the Project does not start within 6 months of the Award letter and the Institution has failed to provide Action Medical Research with a reasonable explanation for the delay;
(c) the Charities considers that the Institution has not made satisfactory progress with the delivery of the Project, including failure to achieve an agreed Milestone by the agreed date;
(d) the Institution is, in the reasonable opinion of the Charities, delivering the Project in a negligent manner;
(e) the Institution obtains duplicate/overlapping funding from a third party for the Project;
(f) the Institution obtains funding from a third party which, in the reasonable opinion of the Charities, undertakes activities that are likely to bring the reputation of the Project or the Charities into disrepute;
(g) the Institution provides the Charities with any materially misleading or inaccurate information, whether or not it would have materially affected any decision to offer the Grant;
(h) the Institution commits a prohibited act;
(i) the Institution (including its officers or employees) or any Grantholder has acted dishonestly or negligently at any time and directly or indirectly to the detriment of the

Project or taken any actions which, in the reasonable opinion of the Charities, bring or are likely to bring the Charities' names or reputation into disrepute;

(j) the Institution ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);

(k) the Institution becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due; or

(l) the Institution fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure.

15.2 Should the Institution be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with its obligations it will notify Action Medical Research as soon as possible so that, if possible, and without creating any legal obligation, the Charities will have an opportunity to provide assistance in resolving the problem or to take action to protect the Charities and the Grant monies.

16 Warranties

16.1 The Institution warrants, undertakes and agrees that:

(a) it will comply with its obligations under the Grant Conditions;

(b) it is not aware of anything in its own affairs, which it has not disclosed to the Charities, which might reasonably have influenced the decision of the Charities to make the Grant on the terms offered.

This Agreement should be signed by the authorised signatory of the Institution and returned to Action Medical Research's Director of Research **within three weeks** if the offer is accepted. The Agreement should also be signed by the Principal Investigator to show that he/she and any other Grantholders have been made aware of and accept the Grant Conditions.

Signed on behalf of **Action Medical Research**

Chief Executive

Signed on behalf of the **Institution**

Title and Position (in capitals)

Signed by the **Principal Investigator on behalf of the Grantholders**

Name (in capitals)

ANNEX A
CONDITIONS FOR MAKING A GRANT APPLICATION

1. Applicants should first satisfy themselves that their proposed research falls within the remit of the Charities, as defined in: (i) the call for Joint translational awards from Action Medical Research and LifeArc; and (ii) Action Medical Research's Grant Policy; and they should have been invited to apply following an outline application.

2. The Institution must ensure that, before the Project commences and during the full term of the Grant, all the necessary legal and regulatory requirements in order to conduct the Project are met, and all the necessary licenses and approvals have been obtained, including all requirements necessary to undertake any research involving the use of animals. The Institution must ensure that it has in place formal written procedures for managing the process for obtaining any necessary or appropriate ethical approval for this Grant and must accept full responsibility for ensuring such ethical approval is in place at all relevant times during the Grant.

3. Costs eligible for reimbursement from Grant funding can include research worker salaries and associated research expenses such as consumables. Applicants can include the purchase of special equipment, if justified, but not standard basic equipment. The application should not include any indirect costs such as administrative or other overheads imposed by the Institution or other organisation and the applicants should not include percentages of salaries for those already employed in permanent/long term positions such as the Principal Investigator.

4. Before submitting an application, the applicant should confirm with the Institution's finance officers that the amounts specified are accurate. The Charities are not able to consider supplementary grants other than in very exceptional circumstances. Please state salary scales and increments known at the time of application and include an additional sum to cover estimates of future nationally agreed pay awards to cover cost of living increases as defined in clause 5.10 of the Award Conditions.

5. VAT should not be included in the application. Schedule 5, Group 16 of the Value Added Tax Act 1983 zero rates the supply of medical and scientific equipment and consumables purchased with charitable funds when they are donated to designated non-profit making institutions, provided the supply is used for medical research, diagnosis or treatment.

6. Costs of travel may be included in an application provided they form a necessary and integral part of the proposed Project. The application should not include an allowance for attendance at meetings and conferences. These must be the subject of separate and individual application in writing to Action Medical Research as the need arises and funds are limited in amount and restricted to registration and travel costs.

7. Any Grant offered will be made available only after the Award Conditions has been signed by both the employing Institution and the Principal Investigator.

ANNEX B
DEFINITIONS

Arising Intellectual Property means any Intellectual Property Rights, Materials and Know-how created or developed in the course of the Project or otherwise with the use of the Grant.

Award or **Grant** means the amount being made available to the Institution as set out in the Award Letter.

Award Conditions means this agreement including any annexes.

Award Letter the letter from Action Medical Research to the Principal Investigator specifying the amount of the grant funding that has been awarded.

Action Medical Research means Action Medical Research, registered charity numbers 208701 and SC039284.

Charities means Action Medical Research and LifeArc.

Conditions for Making a Grant Application means the conditions shown in Annex A.

Data Protection Legislation means the Data Protection Act 2018 ("**DPA**") and (for as long as and to the extent it is applicable in the UK) the General Data Protection Regulation (EU) 2016/679 ("**GDPR**") together with any national implementing laws, regulations and secondary legislation in the UK, as amended or updated from time to time, as well as any successor legislation to the GDPR and the DPA.

Exploitation Report has the meaning set out in clause 6.1 of the Award Conditions.

Final Invoice has the meaning set out in clause 5.11 of the Award Conditions.

Final Report has the meaning set out in clause 6.1 of the Award Conditions.

Grantholder(s) means the principal applicant and any co-applicant performing or supervising the Research.

Grant Conditions means the Award Conditions, together with the Award Letter and the Conditions for Making a Grant Application.

Institution means the university, institution, hospital or other body at which some or all of the activity funded by the Grant will be carried out or which employs the Grantholder(s).

Intellectual Property Rights means any and all patents, patent rights and patent applications, licenses, inventions, copyright (including rights in software whether in human or machine readable form), database rights, know-how, trade secrets, formulae, algorithms, processes, designs (whether registered or not), schematics, diagrams, trade marks (whether registered or not) and any other similar rights of whatever nature that exist or come into existence in any jurisdiction.

Invoice has the meaning set out in clause 5.3 of the Award Conditions.

Know-how means unpatented technical information (including, without limitation, information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions) that is not in the public domain.

LifeArc means LifeArc, a company limited by guarantee and incorporated in England and Wales (no. 02698321) and registered charity number in England and Wales under

	number 1015243 and in Scotland under number SC037861) whose registered office is 7th Floor, Lynton House 7-12 Tavistock Square, London, WC1H 9LT
Materials	means biological or biochemical matter (whether living or not), including but without limited to, viruses, cell lines, blood serum, antibodies, plasmids, new varieties or genetically modified organisms, such as mice or bacteria.
Milestones	means the agreed milestones set out in Annex C of the Award Conditions, as may be subsequently amended or waived from time-to-time in accordance with clause 6.
Milestone Report	has the meaning set out in clause 6.1 of the Award Conditions.
Progress Report	has the meaning set out in clause 6.1 of the Award Conditions.
Project	means the activities (part) funded by the Award and outlined in the Award Letter.
Reviewer/s	has the meaning set out in clause 6.2 of the Award Conditions.
Royalty Income	has the meaning set out in clause 9.5 of the Award Conditions.
Sponsor	has the meaning set out in clause 3.3 of the Award Conditions.

ANNEX C
REPORTS AND AGREED MILESTONES

Maximum amount
The maximum aggregate amount of the Grant shall be the amount specified on the Award Letter (and referenced in the recitals of these Award Conditions

Anticipated Project start date
It is anticipated the Project will begin on [add date] and that progress reports will be linked to this start date.

Report schedule

	Reports	**Anticipated submission date**
1.	*First 6-monthly Progress Report [to include details of all activities undertaken and any Milestones achieved during the reporting period, if appropriate]*	*[date]*
2.	*Second 6-monthly Progress Report [to include details of all activities undertaken and any Milestones achieved during the reporting period, if appropriate]*	*[date]*
3.	*Third 6-monthly Progress Report [To include details of all activities undertaken and any Milestones achieved during the reporting period, if appropriate]*	*[date]*
4.	*Fourth 6-monthly Progress Report [To include details of all activities undertaken any Milestones achieved during the reporting period, if appropriate]*	*[date]*
5.	*Fifth 6-monthly Progress Report [To include details of all activities undertaken any Milestones achieved during the reporting period, if appropriate]*	*[date]*
6.	*Final Report [To include details of all activities undertaken any Milestones achieved during the reporting period, if appropriate, plus a detailed summary of all Project activities and achievements]*	*[date]*
7.	*First Exploitation Report*	*[date]*
8.	*Second Exploitation Report*	*[date]*
9.	*Third Exploitation Report*	*[date]*

Milestones
The Milestones agreed on the date of signature of these Award Conditions are:

	Milestone(s)	**Latest available date**
1.	*[First Milestone – to be agreed for each specific Grant/Project]*	*[date]*
2.	*[Second Milestone – – to be agreed for each specific Grant/Project]*	*[date]*

3.	*[Third Milestone – to be agreed for each specific Grant/Project]*	*[date]*
4.	*[Fourth Milestone – to be agreed for each specific Grant/Project]*	*[date]*
5.	*[Further Milestone (s) – – to be agreed for each specific Grant/Project]*	*[date]*

ANNEX D
DATA PROCESSING

PART 1: PURPOSE

The Charities are required to process personal data in order to process the Grant and for the purpose of audit and evaluation under this Agreement.

PART 2: TYPE

Names of staff, applicants, co-applicants, principal investigators/Grant Holders, and other individuals involved in the Project.

PART 3: CATEGORY

Personal Data.

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Schedule 4 – Data Protection

DATA PROTECTION

1 Each Party will comply with all applicable requirements of Data Protection Legislation. This **Schedule 4** is in addition to, and does not relieve, remove or replace, a Party's obligations under Data Protection Legislation.

2 The Parties acknowledge that for the purposes of Data Protection Legislation, the Party providing **Personal Data** (as defined in Data Protection Legislation) to the other under this Agreement is the **Data Controller** and the Party processing that Personal Data for the purpose of this Agreement is the **Data Processor**.

3 Without prejudice to the generality of paragraph 1 above, the Data Controller will ensure that it has all necessary, appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Data Processor for the duration and purposes of this Agreement. Paragraph 6 below sets out the scope, nature and purpose of processing by the Data Processor, the duration of the processing and the types of Personal Data.

4 Without prejudice to the generality of paragraph 1 above, the Data Processor shall, in relation to any Personal Data processed in connection with the performance by that Party of its obligations or exercise of its rights under this Agreement:

(a) process that Personal Data only to the extent necessary to fulfil its obligations or exercise its rights under this Agreement, unless the Data Processor is required by Data Protection Legislation to otherwise process that Personal Data. Where the Data Processor is relying on laws of a member of the European Union or European Union law ("**Applicable Laws**") as the basis for processing Personal Data, the Data Processor shall promptly notify the Data Controller of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Data Processor from so notifying the Data Controller;

(b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Data Controller (if so requested by the Data Controller), to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(c) ensure that all of its personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

(d) not transfer any Personal Data outside of the European Economic Area unless the following conditions are fulfilled:

(i) the Data Processor has provided appropriate safeguards in relation to the transfer;

(ii) the **Data Subject** (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;

(iii) the Data Processor complies with its obligations under Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(iv) the Data Processor complies with reasonable instructions notified to it in advance by the Data Processor with respect to the processing of the Personal Data;

(e) assist the Data Controller, at Data Controller's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(f) notify the Data Controller without undue delay on becoming aware of a Personal Data breach;

(g) at the written direction of the Data Controller, delete (at Data Processor's cost) or return (at Data Controller's cost) Personal Data and copies thereof to the Data Controller on termination of the Agreement unless required by applicable law to store the Personal Data; and

(h) maintain complete and accurate records and information to demonstrate its compliance with this paragraph and allow for audits by the Data Controller or the Data Controller's designated auditor.

5 Either Party may, at any time on not less than thirty (30) days' notice, revise this Schedule 4 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).

6 **Scope and nature of processing**: as required to fulfil obligations or exercise rights under or pursuant to this Agreement.
Purpose of processing: as required for the proper processing of the TRG Applications and (in the case of Funded Applications) the Grant and for the purpose of audit and/or evaluation of the same.
Duration of processing: the term of this Agreement.
Types of Personal Data: First and last name; Job title; Position; Employer; information (including company, department, email, phone number, address).
Data Subjects:

- LifeArc employees, personnel, contractors and external staff involved in the activities covered by this Agreement
- Action Medical Research employees, personnel, contractors and external staff involved in the activities covered by this Agreement
- Institution employees, personnel, students and collaborators listed in a TRG Application and/or the Reports

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