

1. INTRODUCTION

- 1.1 These Terms and Conditions, together with the Award Letter, set out the terms and conditions on which the Grant is made by Parkinson's UK to the Host Institution and Grantholder.

2. DEFINITIONS

- 2.1 **Acceptance Form** means the form which is generated and available to the Grantholder online when the Grant is awarded. Signing of the Acceptance Form denotes acceptance of the Contract by the Grantholder, Host Institution, Co-applicant(s) and Collaborator(s).
- 2.2 **Application** means the application for funding submitted to the Charity by the Grantholder in order to carry out the Grant.
- 2.3 **Arising Intellectual Property (IP)** means materials, patent rights, know-how, trade marks, trade secrets, service marks, registered designs, copyrights, database rights, design rights, confidential information (including confidential clinical trial or other regulatory data), applications for any of the above, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above, generated or validated under the Research (ie using the Grant).
- 2.4 **Award Letter** means the letter from the Charity to the Grantholder specifying the Grant title, amount awarded, the duration of the Grant and any additional terms and conditions.
- 2.5 **Background Intellectual Property** means intellectual property owned or controlled by Host Institution which is required for the Project or the exploitation of the Arising Intellectual Property.
- 2.6 **Co-applicant** means a person who assists the Grantholder in the management and leadership of the Grant.
- 2.7 **Charity** means Parkinson's UK which is the operating name of the Parkinson's Disease Society of the United Kingdom. A company limited by guarantee and registered in England and Wales (00948776) with registered office at 215 Vauxhall Bridge Road, London SW1V 1EJ. Parkinson's UK is a charity registered in England and Wales (258197) and in Scotland (SC037554).
- 2.8 **Collaborator** means a person who makes a significant material or intellectual contribution to the Grant.
- 2.9 **Contract** means the agreement between the Grantholder, the Host Institution and the Charity which is made up of the Application, these terms and conditions, the Award Letter and the Acceptance Form.
- 2.10 **Direct Costs** means all external expenses incurred and paid by the Host Institution in connection with the filing, prosecution and maintenance of the Arising Intellectual Property including, but not limited to, official filing fees, agent costs, and reasonable legal and other advisory and consultancy fees. To avoid doubt, Direct Costs shall not include the Host Institution's internal costs relating to these activities, regardless of the legal constitution of the Host Institution's technology transfer office. For the avoidance of doubt, the Organisation may not make deductions for salary or taxes in respect of the Organisation or the inventors or generators on the Arising Intellectual Property.
- 2.11 **Directly Allocated Costs** means the costs of resources used by a Grant that are shared by other activities and based on estimates (eg principal and co-applicant costs, estates costs).
- 2.12 **Directly Incurred Costs** means the costs that would *only* be incurred if the Grant were to go ahead. They include salaries for staff dedicated to the project, consumables, animals, equipment, etc.
- 2.13 **Grant** means the funding made pursuant to and described in the Award Letter, to be used for the Research.
- 2.14 **Grant Completion Form** means the form which is signed by the Grantholder and the Host Institution to confirm that the Grant has ended and the final invoice has been submitted and paid.
- 2.15 **Grantholder** means the principal applicant who is named on the Award Letter and who has responsibility for the intellectual leadership and overall management of the Grant.

- 2.16 **Gross Revenue** means all consideration received by the Organisation from the commercial exploitation of the Arising Intellectual Property pursuant to the Revenue Sharing Policy, including licence fees, option fees, up-front fees, royalties, minimum royalties or milestone payments, sub-licence initiation fees or any other fixed sum payments received by the Host Institution from the licensing or other disposition of the Arising Intellectual Property in forms including but not limited to monies, shares or options.
- 2.17 **Host Institution** means the university, hospital or academic/not-for profit research institution which is the Grantholder's employer.
- 2.18 **Indirect Costs** means the non-specific costs charged by host institutions across all grants that are based on estimates (eg HR and finance services, library costs).
- 2.19 **Net Revenue** means Gross Revenue less Direct Costs and any taxes including but not limited to value added tax, sales, excise and withholding tax, imposed on Host Institution in connection with Gross Revenue which Host Institution is unable to offset or recover.
- 2.20 **Organisation** means the Host Institution together with the TTO.
- 2.21 **Parties** means the Charity and the Host Institution.
- 2.22 **Partner Institution** means an organisation collaborating with the Host Institution, and receiving (directly or indirectly) funds under the Grant.
- 2.23 **Premises** means all research facilities where the Research is conducted.
- 2.24 **Research Personnel** means the Grantholder and the person or persons working under his/her supervision (including students, visitors and subcontractors).
- 2.25 **Research** means the research and investigation which is the subject of the Grant.
- 2.26 **Results** means all inventions, discoveries, materials (including biological and chemical materials), technologies, products, data, algorithms, software, patents, databases, copyright, other intellectual property and know-how arising from the Research.
- 2.27 **Revenue Sharing Agreement** means the agreement to be executed by the Parties, in relation to the Arising Intellectual Property, incorporating the provisions of the Revenue Sharing Policy, but specifying clearly the proportion of revenues to be shared by the Parties.
- 2.28 **Revenue Sharing Policy** means the Charity's policy on sharing of revenues arising from the commercialisation of Arising Intellectual Property (see **Schedule 1**).
- 2.29 **Start Date** means the date on which the first person is appointed or, where no staff are involved, the date when the first purchases are made.
- 2.30 **Terms and Conditions** means the conditions set out in this document.
- 2.31 **TTO** means technology transfer office (or equivalent body).

3. RESPONSIBILITIES IN RESEARCH PRACTICE

3.1 Employment

- 3.1.1 The Charity does not act as an employer with respect to the Grant, and therefore, in all cases where support is provided by the Grant for the employment of staff, the Host Institution or its permitted subcontractor(s) must issue a contract of employment for such staff in compliance with the relevant laws and regulations.
- 3.1.2 The Grantholder must be employed by the Host Institution and have their salary guaranteed for the term of the Grant. The Grantholder agrees to be actively engaged on the Grant.
- 3.1.3 All clinical staff appointed on the Grant should hold honorary NHS clinical contracts or honorary university contracts at the appropriate level. The Host Institution is responsible for ensuring all clinical staff have the necessary professional registration and occupational health clearance. The Charity accepts no liability for any claim arising out of matters relating to fitness of practice.
- 3.1.4 The Charity will not be responsible for, nor will it indemnify the Host Institution against, any claim for redundancy, compensation, dismissal or discrimination or any other claims for which the Host Institution or any permitted sub-contractor may be liable as an employer or otherwise.
- 3.1.5 The Host Institution must ensure that all permanent and temporary staff and students employed or involved in the work funded by the Grant receive training appropriate to their duties, in accordance with any applicable legal or regulatory requirements. This includes management and leadership training and development for all Parkinson's UK-supported staff with managerial responsibilities.
- 3.1.6 The Host Institution must ensure that appropriate Premises are available to house the Research Personnel and all equipment used in the Research is fully maintained, kept in an appropriate and safe state of repair and properly serviced for the duration of the Grant. The Host Institution must comply with and perform all obligations and duties at law (including all health and safety legislation) in respect of the Premises.

- 3.1.7 The Host Institution must identify any risks which could affect the health of new and expectant mothers and must take any actions necessary as a result of the risk assessment.

3.2 Project management

- 3.2.1 It is the responsibility of the Host Institution and Grantholder to ensure that all parties, including Co-applicants, Collaborators, supervisors, and staff employed on Parkinson's UK grants comply with the Terms and Conditions.
- 3.2.2 The Host Institution must hold appropriate policies of insurance covering personal indemnity, public liability, and employer's liability and shall maintain such insurance policies throughout the Grant and any commercialisation of the Results.
- 3.2.3 The Host Institution must ensure proper financial management of the Grant.
- 3.2.4 The Host Institution must ensure that the Grant is used for the purposes for which it was awarded. Any plan to diverge from the aims outlined in the Application requires prior written agreement from the Charity. Variation forms are available by emailing researchapplications@parkinsons.org.uk. In the event the research is terminated early, the Charity must be notified in writing.
- 3.2.5 The Host Institution must ensure that sufficient resources are dedicated to support the Research under the Grant.
- 3.2.6 The Host Institution must notify the Charity if there is any change in status, or of Research Personnel, that may affect its eligibility to hold the Grant.
- 3.2.7 The Charity will not act as a research sponsor. Where necessary, the Host Institution must make arrangements for a research sponsor in line with the Department of Health's UK policy framework for Health and Social Care research.
- 3.2.8 The Charity acknowledges that the Host Institution is subject to the Freedom of Information Act 2000. If the Host Institution receives a request for information in respect to any part of the Grant, the Host Institution must notify the Charity before a response is made.
- 3.2.9 The Grantholder and the Host Institution must abide at all times by the Data Protection Act 1998 (and any subsequent legislation and guidance).

4. RESEARCH INTEGRITY

4.1 Scientific conduct

- 4.1.1 The Grantholder and the Host Institution shall adhere to the highest standards of integrity and good scientific practice.
- 4.1.2 The Host Institution must make reasonable efforts to introduce measures to mitigate the risk of incidences of scientific misconduct occurring.
- 4.1.3 The Host Institution must have in place formal written procedures for the handling of allegations of research misconduct should they arise. The procedure(s) must be made available to the Charity upon request.
- 4.1.4 It is the responsibility of the Host Institution to inform the Charity, in confidence, at the earliest opportunity, about allegations, progress of the investigation and the investigation outcome of research misconduct that concern Parkinson's UK-funded researchers. At the initial stages of the enquiry, the Charity would not normally suspend the Grant. However, if adequate steps are not taken to proceed with the investigation, the Charity reserves the right to suspend the Grant. If fraud is proven the Charity will terminate the Grant immediately.
- 4.1.5 Plagiarism at any stage of the Application or Grant will be considered as fraud and the Host Institution will be required to investigate the matter when requested to do so by the Charity.

4.2 Conflicts of interest

- 4.2.1 The Host Institution is responsible for managing conflicts of interests ensuring:
- 4.2.1.1 Any relationship between the Host Institution, Researcher Personnel and commercial organisations shall be appropriate and not unduly benefit the commercial organisation or influence the Research.
- 4.2.1.2 Any form of remuneration by a company for consultancy shall be made only for the appropriate provision of advice and the exchange of ideas and shall not enable that organisation to gain inappropriate access to Arising Intellectual Property.
- 4.2.1.3 The Charity is notified of any conflicts which may be relevant to the Grant.

4.3 Ethical and legal frameworks

- 4.3.1 The Host Institution must ensure that before the Grant commences and during the term of the Grant, all the necessary legal and regulatory requirements, including any necessary or appropriate

ethical approval, in order to conduct the Research are met. This includes obtaining all licences and approvals. The Host Institution accepts full responsibility for ensuring that any such approvals are in place at all relevant periods of the Grant.

- 4.3.2 Any procedure that involves the removal/collection, retention and disposal of human organs and tissue from live donors or at post-mortem covered by the Human Tissue Act 2004 for England, Wales and Northern Ireland and the Human Tissue (Scotland) Act 2006 (and any subsequent relevant acts respectively) must be carried out in accordance with the guidance issued by the Human Tissue Authority, Human Fertilisation and Embryo Authority (or their successors) and the Department of Health.
- 4.3.3 The Grantholder and Research Personnel must ensure all research involving animals is fully compliant with current Home Office legislation.
- 4.3.4 Research using animals funded by the Charity must:
 - 4.3.4.1 use animals only where there are no alternatives;
 - 4.3.4.2 use the simplest possible, or least sentient, species of animal;
 - 4.3.4.3 ensure that distress and suffering are avoided wherever possible; and,
 - 4.3.4.4 employ an appropriate design and use the minimum number of animals consistent with ensuring that the scientific objectives will be met.See the [NC3Rs website](#) for further information and guidance.
- 4.3.5 The Grant must not be used for any research on animals which has not been approved and set out in the Application.
- 4.3.5 All Grantholders using animals must implement the principles in the cross-funder guidance [Responsibility in the Use of Animals in Bioscience Research](#).
- 4.3.6 Grantholders using non-human primates must comply with the NC3Rs guidelines [Primate Accommodation, Care and Use](#).
- 4.3.7 All researchers using cell culture must incorporate a specific cell line authentication protocol into their experimental framework, following the best practice for cell culture procedures.
- 4.3.8 All researchers are expected to follow the principles and guidelines set out by MRC's [Good Research Practice](#).

5. GRANT ADMINISTRATION

5.1 Grant award

- 5.1.1 The Charity will only reimburse Directly Incurred Costs relating to the research described in the Application for which the Grant is awarded. The Charity does not pay Directly Allocated Costs or Indirect Costs.
- 5.1.2 The Host Institution will be responsible for any expenditure on the Grant in excess of the funding stipulated in the Award Letter.
- 5.1.3 An Acceptance Form must be signed by the Grantholder, the Host Institution, all Co-applicants and Collaborators, and returned to the Charity by the Host Institution within eight weeks of the issue of the Award Letter. This can be downloaded at <https://research.parkinsons.org.uk>.
- 5.1.4 By signing the Acceptance Form, the Grantholder and the Host Institution enter into the Contract with the Charity and agree to these Terms and Conditions, in addition to any conditions specific to the Grant in the Award Letter.
- 5.1.5 The Grantholder must confirm the Start Date using the online grant management system at <https://research.parkinsons.org.uk> within four months of the Grant being awarded. If the Grant has not started within six months of the issue of the Award Letter, the Charity reserves the right to withdraw the Grant.
- 5.1.6 The Grant will terminate at the end of the time period specified in the Award Letter. Requests for extensions are on a no-cost basis to the Charity and must be received on the appropriate variation form available by emailing researchapplications@parkinsons.org.uk.
- 5.1.7 Within six months of the end of the Grant, the Grantholder and the Host Institution will complete and return to the Charity a Grant Completion Form.
- 5.1.8 Trials supported by Parkinson's UK are entered into the NIHR Division 4 portfolio. The Grantholder is responsible for ensuring that up-to-date trial information including recruitment data is submitted monthly through the designated Accrual Data Contact.
- 5.1.9 The Host Institution and the Grantholder will immediately report any adverse event arising in the course of a Grant to both the Charity and the appropriate research ethics committee.
- 5.1.10 The Grantholder will provide all human participants in research under the Grant with information about the [Parkinson's UK Brain Bank](#).

5.1.11 The Charity involves people with Parkinson's in all aspects of research. Grantholders conducting studies involving human participants are strongly encouraged to work with the Charity to implement opportunities for patient and public involvement; improving research design, recruitment strategy and research relevance.

5.2 Grant management – Finance

- 5.2.1 The Host Institution shall submit invoices for reimbursement of expenditure quarterly in arrears. Invoices should detail expenditure in British pounds sterling and quote the Grant reference number which can be found on the Award Letter. Payment will be made in British pounds sterling.
- 5.2.2 All invoices submitted to the Charity should be made in accordance with the funds requested in the Application or amended financial schedule where approval of a Grant was subject to revision. Invoices should be broken down into the following categories: salaries, materials and consumables, animals and foods, equipment and other recurrent research expenses.
- 5.2.3 Requests for virements between categories must be made on a variation form, available by emailing researchapplications@parkinsons.org.uk.
- 5.2.4 If the Grant is under-budget at completion, excess monies shall belong to the Charity unless otherwise agreed by the Charity.
- 5.2.5 The Grantholder and the Host Institution must not accept donations directly from the Charity's [local groups](#). If the Grantholder or the Host Institution does so, the amount will be deducted from the Grant.
- 5.2.6 Where any amounts paid by the Charity exceed the amounts justified or the Grant has not been used in accordance with the Terms and Conditions, the Charity will recover the sum in question on whatever terms it may specify. Parkinson's UK may recover sums owed to it by offsetting them against any other sums (including grant payments) owed to the Host Institution.
- 5.2.7 At the request of the Charity, the Host Institution and/or its external auditors shall provide written confirmation that the Grant has been used for the purpose for which it was awarded and that the costs incurred meet the conditions of the Grant. On request, the Host Institution shall also make the necessary arrangements to enable the Charity and its agents to visit the Host Institution to discuss the administration and accounting of its awards and, if necessary, to conduct its own audit of the Grant or the activities funded. For this purpose, the Charity and its agents and advisors may inspect and take copies of all relevant books of accounts and records. Where elements of expenditure under the Grant have been subcontracted, the Host Institution should ensure that the right of access extends to the accounts, records, equipment and facilities of any such subcontractor relevant to the management of the Grant.

5.3 Grant management - Salary allocation

- 5.3.1 Salary allocation may be used to fund salary, the employer's national insurance contribution, and an employer's pension contribution which will not be higher than the rate used by the USS or NHS scheme. It must not be used to offset any prior under funding of the pension scheme.
- 5.3.2 Annual pay increments, as determined by the national academic or clinical pay scales, will be honoured by the Charity if such increments are included in the Application. The Charity does not normally meet any other salary increases such as merit awards, promotions or salary enhancements nor additional costs arising from appointments made at a higher level than was specified in the Application.
- 5.3.3 All advertisements for staff that will be funded by a grant must indicate that the research is funded by Parkinson's UK. The Host Institution is responsible for advertising posts and must meet recruitment-associated costs.
- 5.3.4 In the event of maternity, paternity, adoption or sick leave being taken, salary allocation may only be used as cover for the vacant position, rather than for benefit payments for the staff member taking an extended period of leave. It is the responsibility of the Host Institution to cover these costs regardless of the fact that the staff member's salary is paid from the Grant.
- 5.3.5 The Grantholder must notify the Charity when the situation for long term leave arises. Any unspent salary allocation for the post after long term leave has been paid may be used to employ temporary cover.

5.4 Grant management – Equipment

- 5.4.1 Funds for equipment are awarded on the understanding that only those items specified in the Application may be purchased. Should any of these items be purchased using alternative sources of funding, it is not possible to re-allocate the monies for a specified item to another piece of

equipment without first obtaining permission from the Charity to vire the funds. Variation forms may be requested by emailing researchapplications@parkinsons.org.uk.

- 5.4.2 The Host Institution must ensure that it has in place clearly defined procedures for the procurement of equipment and that equipment funded by the Grant is acquired by the Host Institution in accordance with these procedures. The Charity will not accept any liability to pay VAT due to any failure of the Host Institution to claim relief on qualifying equipment.
- 5.4.3 Equipment purchased through the Grant is awarded to the Host Institution specifically for the purpose of the Grantholder's research. The equipment must be used primarily for the Research during the lifetime of the Grant.
- 5.4.4 The Charity will not pay any access charges for use of equipment funded by a Parkinson's UK grant.
- 5.4.5 The Host Institution must ensure that the equipment funded by the Grant is appropriately insured and maintained throughout its useful life.
- 5.4.6 The Host Institution is responsible for all costs of installation, maintenance, repairs, insurance etc of equipment purchased as part of the Grant.
- 5.4.7 If any equipment funded under the Grant is lost, damaged or destroyed during the life of the Grant, the Host Institution will be required to repair or replace it at its cost.

5.5 Grant management – Transfer

- 5.5.1 If the Grantholder would like to transfer the Grant to another institution, and the institution agrees, or the current Grantholder/Host Institution would like to transfer the award to a new Grantholder, any such transfer will be subject to prior written approval from the Charity. Transfers are only permitted to institutions within the UK which are eligible to receive funding from the Charity and are able to demonstrate to the Charity's satisfaction the ability to support the Research during the tenure of the Grant. The new Host Institution/Grantholder must agree to abide by the Terms and Conditions.
- 5.5.2 If the Grantholder transfers to another institution during the Grant, the Charity reserves the right to require that the equipment funded by the Grant is transferred with him/her.
- 5.5.3 The Charity will not pay any additional costs resulting from such a move.

5.6 Grant management – Reporting and use of information

- 5.6.1 The Grantholder must provide the Charity with annual reports throughout the period of the Grant on each anniversary of the Start Date for scrutiny by the Charity. The Charity reserves the right to request more frequent reports in certain cases and the Grantholder shall comply with such requests. If sufficient progress is not demonstrated in the annual reports, as assessed by the Charity, the Charity may request a meeting with the Grantholder and the Grantholder shall comply with such requests.
- 5.6.2 Within three months of the end date of the Grant, the Grantholder must submit a final report for scrutiny by the Charity.
- 5.6.3 The Host Institution will provide an up-to-date financial spend report on request by the Charity (not more than once per year).
- 5.6.4 The Grantholder is required to submit grant evaluation data to [researchfish®](#) annually, and for at least five years after the end of the Grant, within the specified submission period. The Grantholder is advised to ensure that they do not disclose outcome data on researchfish® that is commercially sensitive, personal, that might be considered confidential, is defamatory or in breach of data protection regulations. The Grantholder should contact their university research support offices or unit administrators for further guidance.
- 5.6.5 The Charity reserves the right to withhold payment of invoices if the Grantholder does not submit reports on time (whether directly to the Charity or through researchfish®). Failure to submit reports on time may also debar the Grantholder from applying for further Charity grants, either as a principal applicant or a Co-applicant. The Charity maintains the right to retain up to 10% of the total budget until the Grantholder has returned a completed final report.
- 5.6.6 If the Grantholder or the Host Institution designates any of the information submitted under sections 5.6.1 or 5.6.2 as confidential, the Charity shall keep it confidential until the Grantholder or the Host Institution advises the Charity that it is no longer confidential or until it is in the public domain, whichever is earlier.
- 5.6.7 Selected information on awarded grants including the Grant reference, Grantholder's name, Host Institution, Grant title, lay and scientific abstracts, duration and value of support will be placed in the public domain on the Charity's website and/or used by the Charity in publications, marketing

and other promotions. The above details will also be published on the [Europe PubMed Central](#) website.

- 5.6.8 It is a requirement of the Charity's membership of the [Association of Medical Research Charities](#) (AMRC) that Parkinson's UK submits to it the following information on new grants: Grant reference, Grantholder's name, Host Institution, Grant title, Grant start and end dates, lay and scientific abstracts, value of support, Grant type (ie project grant, studentship, etc), whether the Grant involves the use of animals and if so what species. The Charity also shares outcomes data with the AMRC through researchfish® for the purposes of sector-wide analyses (5.6.9 below).
- 5.6.9 The information the Grantholder submits to researchfish® may be published in the form of analyses and evaluations undertaken by the Charity or the AMRC, in case studies and in narrative to demonstrate trends and key outcomes. Where identifiable information is used the Charity will ask the Grantholder to review the text before publication.
- 5.6.10 Information submitted via researchfish® on a Grant will be visible to the Host Institution if the organisation is a [member of researchfish](#)®. These Terms and Conditions apply only to the way in which the Charity will use and publish data collected via researchfish®. The Grantholder should contact their local administrator for guidance on how this information might be used in their own organisation.
- 5.6.11 Links between publications and Charity-funded grants will be shared across the Europe PubMed Central and researchfish® datasets to reduce duplicate requests to researchers and duplicate reporting.
- 5.6.12 Information on publications submitted to researchfish® may be copied into Europe PubMed Central. Links established in Europe PubMed Central or extracted from publication acknowledgements may be copied into researchfish®.

6. ARISING INTELLECTUAL PROPERTY (IP)

- 6.1 The Charity is under an obligation to ensure that the results of research that it funds are applied for the public good. To meet these obligations the Charity requires the Host Institution, if not already in place, to develop and implement strategies and procedures for the proper and efficient identification, protection, management and exploitation of Arising Intellectual Property. For the purpose of the Contract, IP shall include, but not be limited to, inventions, technologies, products, data, materials and know how.
- 6.2 Arising Intellectual Property shall vest in and be owned by the Host Institution; the Host Institution shall ensure that all Research Personnel who work on the Project have signed agreements providing for automatic and immediate vesting in the Host Institution of Arising Intellectual Property.
- 6.3 The Host Institution shall notify Charity promptly on the creation or development of any Arising Intellectual Property.
- 6.4 In the event that some of the Arising Intellectual Property is generated or developed by workers (including students) based at a Partner Institution, the Host Institution shall require that the Partner Institution owns that part of the Arising Intellectual Property. In the event that any Arising Intellectual Property is developed or generated by workers (including students) from the Host Institution and Partner Institution(s), then that IP shall be jointly owned by Host Institution and Partner Institution.
- 6.5 If the Research is to be a collaboration involving the Host Institution and Partner Institution(s), then Host Institution is required to execute a collaboration agreement, which shall bind the Partner Institution(s) to the provisions of the Contract. The Host Institution shall indemnify the Charity for any failure by the Host Institution to ensure that the obligations of the Contract are passed on to any Partner Institution(s).
- 6.6 The Host Institution shall make available all Background Intellectual Property for use in the Research and for the protection or exploitation of the Arising Intellectual Property. The Host Institution will also use reasonable endeavours to obtain rights to use any third party IP that is necessary for undertaking the Research and the exploitation of the Arising Intellectual Property.
- 6.7 The Host Institution hereby grants to the Charity, a perpetual, sub-licensable (through multiple tiers), irrevocable, world-wide, non-exclusive royalty-free license to the Arising Intellectual Property, for the purposes of academic/not-for-profit research (including in collaborations), teaching, and publicity purposes.
- 6.8 If the Host Institution fails to exploit the Arising Intellectual Property which the Charity reasonably considers should/can be exploited, then the Charity will have the right but not the duty to seek to exploit the Arising Intellectual Property. The Host Institution will provide all assistance reasonable requested by the Charity. Such assistance may include licensing, assigning or otherwise

transferring all rights in the Arising Intellectual Property and/or Background Intellectual Property to the Charity.

- 6.9 Arising Intellectual Property, whether owned by the Host Institution or Partner Organisation may not be exploited in any way (for non-exhaustive example, by license, assignment, option, provision of materials, etc) without the prior written consent of the Charity. In the case of commercial exploitation of the Arising Intellectual Property (eg a license or assignment to a commercial party of a patent under the Arising Intellectual property), consent shall require the execution of a Revenue Sharing Agreement, based on the Revenue Sharing Policy (see **Schedule 1**), the terms of which are incorporated herein by reference. The requirement to share revenues with the Charity in accordance with the Revenue Sharing Policy shall survive expiry or termination of this Agreement.
- 6.10 In the event that materials (such as genetically modified organisms, plasmids or cell lines) are generated using the Grant, such materials must be made available to non-commercial third parties for academic or not-for-profit research. The Host Institution is encouraged to make use of public/not-for-profit repositories for the purposes of such dissemination, under an appropriate agreement with said repository. For clarity, the Host Institution is also encouraged to make such materials available to commercial third parties for appropriate consideration. For clarity, such consideration is also subject to the Revenue Sharing Policy.
- 6.11 Research Personnel may be paid an additional bonus (eg rewards to inventors) under the Host Institution policies, but consistent with the Contract, in respect of the Arising Intellectual Property; however such sums shall come out of the Host Institution share of Net Revenue. Students shall be treated as employees for the purposes of receiving such additional payments in consideration of assigning their share of the Arising Intellectual Property to the Host Institution.
- 6.12 The Charity shall be notified prior to the registration or filing of any Arising Intellectual Property. The Charity shall also be promptly notified of any other Arising Intellectual Property that may have commercial or clinical significance.
- 6.13 The Charity shall be provided with opportunities in good time, to comment on any draft commercial license agreement or similar agreement in relation to the Arising Intellectual Property. Further, the Charity shall be provided with a copy of any and all agreements in relation to or concerning the Arising Intellectual Property. Charity shall be provided with copies of and associated details of any registered Arising Intellectual Property.
- 6.14 The Host Institution must use diligent endeavours to ensure that no publication or presentation compromises the Host Institution's ability to seek appropriate intellectual property protection of the Arising Intellectual Property. For the avoidance of doubt, any publication, presentation or other dissemination of the Results may be reasonably delayed in order to seek appropriate intellectual property protection.
- 6.15 Where the Research is part-funded by a third party, the Host Institution must inform the Charity promptly of the identity of such third parties and the nature of their contribution. For the avoidance of doubt, this will additionally aid in the conclusion of an appropriate Revenue Sharing Agreement.
- 6.16 The Host Institution understands that the Charity may make use of an intellectual property or technology transfer agent/ service provider. The Host Institution is required to co-operate with such agent as though it were the Charity itself. For the avoidance of doubt, any confidential information provided to such agent shall be treated by that agent in confidence. The Charity and or aforementioned agent may visit the Host Institution and Partner Institution(s) at mutually agreeable reasonable times in order to speak with scientists or TTO staff in relation to intellectual property and associated matters.
- 6.17 The Host Institution shall indemnify and hold harmless the Charity for any and all loss or damage caused to the Charity by the Host Institution as a result of the Parties entering into this Agreement, including Host Institution use or management of Arising Intellectual Property.
- 6.18 The Host Institution and the Charity shall execute such instruments and carry out such acts as may be necessary or desirable in order to give full effect to the provisions of the Contract.

7. PUBLICATION, PUBLICITY AND ENGAGEMENT

7.1 Publication

- 7.1.1 The Charity requires the Grantholder to promulgate the results of the research that it funds in the usual manner, for example by publication and by presenting at meetings. This includes confirmatory, replication and negative result studies. The Charity has the right to require publication to be delayed to meet reasonable requirements for the protection of intellectual property rights, fundraising and other matters, but this will not be applied unnecessarily.

- 7.1.2 The Grantholder must abide by the Charity's policy on [open access publishing](#). On acceptance for publication, a copy of the final manuscript of all peer-reviewed research papers supported in whole or in part by a Grant must be deposited in an open access archive such as PubMed Central or Europe PubMed Central, to be made freely available within six months of publication. Any exceptions to this must be sanctioned by the Charity.
- 7.1.3 The Grantholder shall submit to the Charity, in advance of publication, an electronic copy of each paper which relates to the Grant both during and after the end of the Grant. Notification should be made via email to researchapplications@parkinsons.org.uk.
- 7.1.4 Studies involving human subjects represent a special case, especially if the publication, either in print or electronic format, of the results enables individuals (the subjects or others) to gain knowledge about their personal condition which they otherwise would not have had. In any clinical study where this is possible the matter must be addressed in the protocol and discussed with a research ethics committee.
- 7.1.5 The Grantholder must consider whether a mechanism is needed for human subjects to be made aware of the results and the implications for them personally before publication (communication with their GP or the consultant entering them into the trial, with a clear indication of their responsibility for communicating to the patient, would be deemed to be sufficient). If such a mechanism is put in place, there must also be procedures for dealing with any consequences arising from its use.
- 7.1.6 Grantholders should ensure that they report animal-based studies in accordance with the [ARRIVE guidelines](#) as far as possible, taking into account the specific editorial policies of the journal concerned.

7.2 Acknowledgement of support

- 7.2.1. The Grantholder will be sent a 'Funded by Parkinson's UK' plaque with the Award Letter. The plaque should be displayed prominently in the Grantholder's laboratory or work area.
- 7.2.2 In any oral or written report or poster presentation of Results or otherwise relating to the Research, the author must acknowledge the Charity's support and, where possible, display the 'funded by Parkinson's UK' logo. Logos, and guidance on their use, can be downloaded from the [website](#).
- 7.2.3 All references to Charity-funded work placed on websites, electronic bulletin boards and similar must state clearly that the work is funded by the Charity and, where practical, should include a link to the Charity's website, www.parkinsons.org.uk.
- 7.2.4 It is essential that Research Personnel acknowledge that their research has been supported wholly or in part by the Charity using the format, "This work was supported by Parkinson's UK [grant number *-****]".
- 7.2.5 All Fellows and PhD students supported by the Charity should be branded appropriately. Prior permission should be obtained from the Charity if circumstances are such that this condition is not appropriate.

7.3 Publicity

- 7.3.1 In order to maintain our reputation for world class science and to support the raising of future voluntary income, it is essential that the Charity is widely known and respected among the scientific community, the media and among fundraisers and the general public. All opportunities to promote the Charity must therefore be fully exploited and the Grantholder and the Host Institution are obliged to co-operate with the Charity over any publicity or fundraising activity arising from Parkinson's UK-funded research. Where the Charity is the main funder of the Research, Parkinson's UK reserves the right to lead on publicity. The Grantholder and the Host Institution are required to contact the Media team prior to any publicity releases about Parkinson's UK-funded research.
- 7.3.2 In certain instances the Charity may wish to announce the start of the Grant in local or national media, and the Grantholder and the Host Institution will co-operate fully at these times, which may include providing quotes or interviews.
- 7.3.3 When speaking publicly about their research and particularly when speaking to representatives of the media, Research Personnel should ensure that they are recognised as a Parkinson's UK-funded scientist. However, Research Personnel should not speak to the media as a 'Parkinson's UK-funded scientist' without prior consultation with the Charity's Media team.
- 7.3.4 There is a subtle but important difference between speaking as a 'Parkinson's UK-funded scientist' and acting as a spokesperson for the Charity, which researchers are not authorised to do. Representatives of the media may not always be aware of this difference and Research Personnel who speak to the media must ensure that their personal views are not misrepresented as being attributable to the Charity.

- 7.3.5 The Charity reserves the right to use data or other material from the Grant as part of its fundraising or publicity activities.
- 7.3.6 All disclosures of information regarding clinical trials funded by the Charity to the media must be channelled through the Charity's Media team, and, for Phase I/II trials, only after discussion with the Director of Research.

7.4 Engagement

- 7.4.1 The Grantholder will be asked to host up to two engagement activities (such as hosting a project visit, speaking at a local group or supporters' conference, attending an open day with other researchers) during the Grant as agreed with the Research team. These activities enable members of the Charity's local groups and the [Research Support Network](#) to learn more about the Grant and to meet the Grantholder and Research Personnel. Presentations at engagement activities must be given in plain English.

8. DATA SHARING

- 8.1 The Grantholder must comply with the Charity's data sharing policy by ensuring that they submit a data management and sharing plan as part of their Application. Guidance on developing a data management and sharing plan are on the Charity's [website](#).
- 8.2 The Grantholder and the Host Institution shall maximise the availability of research data derived from the Grant with as few restrictions as possible. Where the Grant involves patient data, this may apply to making data available to [Critical Path for Parkinson's](#) and this should normally be discussed with the Charity before an Application is submitted.

9. FUNDRAISING AND VOLUNTEERING

- 9.1 World class research relies on world class fundraising and much of our fundraising is strengthened by the presence and collaboration of our scientists. The Charity expects Grantholders and Research Personnel to contribute as much as possible. Contribution could be by hosting lab tours, speaking at fundraising events, volunteering at national events or actively participating in events. Find out more how you can [volunteer and participate in events](#).
- 9.2 Fundraisers may use your work as examples for our supporters - to demonstrate the impact of funds raised. That may mean we will use images of Research Personnel and ask for help with quotes, copy etc. Further to this, we may use specific projects from our research portfolio to generate donations and then ring fence those gifts to those projects. Donations generated using this method are not extra funds on top of the agreed budget allocated to the Grantholder or Research Personnel concerned.
- 9.3 The public activity described in 9.2 can sometimes generate publicity. Where possible the Charity will contact you to make you aware of this beforehand, however, this is something that cannot always be foreseen.

10. PARKINSON'S UK FUNDED STUDENTS

- 10.1 PhD studentships funded by the Charity provide the following:
- 10.1.1 a stipend set by the Charity
 - 10.1.2 running expenses up to an annual limit set by the Charity
 - 10.1.3 standard university fees and applicable college fees at the home/EU rate.
- 10.2 Parkinson's UK funding cannot be used to pay for student fees at the overseas rate. However, there are no restrictions on the nationality of the Charity-funded PhD student.
- 10.3 The Charity will not pay expenses for interviewing candidates.
- 10.4 The Host Institution is expected to provide the student the stipend at the level set by Parkinson's UK for the term of the Grant. The Charity will not pay more than the stipend specified at the time of award.
- 10.5 The Grantholder must notify the Charity of the student's name and contact details, and submit an electronic copy of the student's CV before the Grant begins.
- 10.6 If the student has to take time out of their studies, requests for extensions should be discussed with Parkinson's UK.
- 10.7 Depending on local arrangements and agreement from the supervisor, students may spend up to 10 per cent of their time undertaking teaching duties.
- 10.8 The Charity requires the title, a copy of the abstract page, and confirmation of the outcome of the viva voce examination.

- 10.9 If a student fails to complete their PhD, the Host Institution is responsible for ensuring the Charity is informed.

11. LIMITATION OF LIABILITY

- 11.1 The Charity accepts no responsibility for costs or liabilities incurred in connection with the Research other than those costs specifically set out in the Contract.
- 11.2 The Charity takes no responsibility for expenditure incurred before the Grant is activated or after the Grant has been closed.
- 11.3 The Host Institution hereby indemnifies the Charity against any costs, claims or liabilities suffered or incurred by the Charity as a result of any action, claim or complaint brought by a third party against the Charity arising out of, associated with, or otherwise in connection with the Research.
- 11.4 For clarity, the Charity is not liable for loss or injury caused or deemed to be caused by the use or misuse of any equipment funded under the Grant.
- 11.5 The Charity requires the Host Institution to provide a no-fault compensation scheme for participants in a Charity-funded clinical trial as per the relevant local ethics committee approval. The Charity does not provide indemnity cover for or accept any liability for harm to participants in Parkinson's UK-funded trials. For the avoidance of doubt, in the case of clinical trials, the Charity is not the 'sponsor' of such work (see paragraph 3.2.7).

12. VARIATION AND TERMINATION

- 12.1 All grants awarded by the Charity are subject to the terms and conditions that apply at the time the Grant is awarded and any subsequent amendments. The Charity reserves the right to amend these Terms and Conditions, those of the Award Letter and the policies for grants. The Charity will publish any change to the Terms and Conditions or the policies for grants on its website. Any changes to terms in the Award Letter shall be notified by writing to the Host Institution and/or the Grantholder.
- 12.2 In the event of a conflict between the provisions of these Terms and Conditions as amended from time to time and of the Award Letter, the provisions of the Award Letter will take precedence.
- 12.3 The Charity reserves the right to withhold or suspend the Grant with immediate effect.
- 12.4 The Charity reserves the right to terminate the Grant without notice; however it shall endeavour to give at least thirty (30) days prior notice.
- 12.5 In the event of early termination, the Host Institution shall promptly return to the Charity any part of the Grant that has not been allocated as at the date of termination.
- 12.6 The Host Institution (or the Grantholder, if appropriate) must inform the Charity without delay of any change to the status of the Host Institution that might affect their ability to comply with the Contract.

13. GOVERNING LAW

- 13.1 The Contract (including any associated claims or disputes) is governed by English Law, and is subject to the exclusive jurisdiction of the English Courts.

If you have any queries, please contact the Research team on researchapplications@parkinsons.org.uk

Schedule 1: Revenue Sharing Policy¹

1. DEFINITIONS

- 1.1 The following words and phrases shall have the following meanings unless the context requires otherwise:
- 1.1.1 **Arising Intellectual Property** means Arising Materials, Patent Rights, Know-How, trade marks, service marks, registered designs, copyrights, database rights, design rights, confidential information, applications for any of the above, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above, generated under the Research.
- 1.1.2 **Arising Materials** means the biological or biochemical matter generated in the course of the Research (whether living or not), for example (without limiting the foregoing), viruses, cell lines, plasmids, new varieties or genetically modified organisms, such as mice or bacteria.
- 1.1.3 **Award Letter** means the letter from the Charity to the Grantholder specifying the Grant title, amount awarded, the duration of the Grant and any additional terms and conditions.
- 1.1.4 **Business Day** means a day other than a day which is a Saturday, Sunday or public or bank holiday in London, England.
- 1.1.5 **Charity** means Parkinson's UK which is the operating name of the Parkinson's Disease Society of the United Kingdom. A company limited by guarantee and registered in England and Wales (00948776) with registered office at 215 Vauxhall Bridge Road, London SW1V 1EJ. Parkinson's UK is a charity registered in England and Wales (258197) and in Scotland (SC037554).
- 1.1.6 **Combination Package** means a package containing Arising Intellectual Property bundled together with any other IP which the Host Institution owns or is the beneficial owner (or otherwise has access to); OR, Arising Intellectual Property containing intellectual/inventive contribution and intellectual/inventive contribution arising from a project with a different source of project funding.
- 1.1.7 **Combination Package Gross Revenue** means all consideration received by Host Institution from the commercial exploitation of the Arising Intellectual Property in a Combination Package including licence fees, option fees, up-front fees, royalties, minimum royalties or milestone payments, sub-licence initiation fees, or any other fixed sum payments received by the Host Institution from the licensing or other disposition of the Arising Intellectual Property in a Combination Package.
- 1.1.8 **Combination Package Net Revenue** means Combination Package Gross Revenue multiplied by the WR, less Direct Costs and any taxes including, but not limited to, value added tax, sales, excise and withholding tax, imposed on Host Institution in connection with Gross Revenue which Host Institution is unable to offset or recover.
- 1.1.9 **Direct Costs** means all external expenses incurred and paid by the Host Institution in connection with the filing, prosecution and maintenance of the Arising Intellectual Property including, but not limited to, official filing fees, agent costs, and reasonable legal and other advisory and consultancy fees. To avoid doubt, Direct Costs shall not include the Host Institution's internal costs relating to these activities, regardless of the legal constitution of the Host Institution's technology transfer office. For the avoidance of doubt, the Organisation may not make deductions for salary or taxes in respect of the Organisation or the inventors or generators on the Arising Intellectual Property.
- 1.1.10 **Grant** means the award made by the Charity to the Host Institution for the Grantholder to undertake research.
- 1.1.11 **Grantholder** means the principal applicant who is named on the Award Letter and who has responsibility for the intellectual leadership and overall management of the Grant.
- 1.1.12 **Gross Revenue** means all consideration received by the Organisation from the commercial exploitation of the Arising Intellectual Property pursuant to this policy, including licence fees, option fees, up-front fees, royalties, minimum royalties or milestone payments, sub-licence initiation fees or any other fixed sum payments received by the Host Institution from the licensing or other disposition of the Arising Intellectual Property in forms including but not limited to monies, shares or options.
- 1.1.13 **Host Institution** means the university, hospital or academic/not-for profit research institution which is the Grantholder's employer.

¹ For clarity, the Revenue Sharing Agreement itself would only be executed where there is IP (Arising Intellectual Property) arising from the Research. In the event that the Host Institution generates Arising Intellectual Property, the Host Institution and the Charity shall execute a Revenue Sharing Agreement based on the provisions of this Revenue Sharing Policy fully taking into account the proportionate contribution made to the Arising Intellectual Property by all the parties.

- 1.1.14 **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.
- 1.1.15 **Net Revenue** means Gross Revenue less Direct Costs and any taxes including but not limited to value added tax, sales, excise and withholding tax, imposed on Host Institution in connection with Gross Revenue which Host Institution is unable to offset or recover.
- 1.1.16 **Organisation** means the Host Institution together with the TTO.
- 1.1.17 **Partner Institution** means the academic or not-for-profit organisation collaborating with the Host Institution, and receiving (directly or indirectly) funds under the Grant.
- 1.1.18 **Parties** shall mean the Charity and the Host Institution and **Party** shall mean either of them.
- 1.1.19 **Patent Rights** means the patent applications and any and all patent application(s) and patents deriving or claiming priority from any thereof or otherwise relating to the aforementioned patent application including all divisionals, continuations, reissues, extensions, registrations and supplementary protection certificates in relation to any thereof.
- 1.1.20 **Research** means the research and investigation which is the subject of the Grant.
- 1.1.21 **Revenue Sharing Agreement** means the agreement to be executed by the Parties, in relation to the Arising Intellectual Property, incorporating the provisions of the Revenue Sharing Policy, but specifying clearly the proportion of revenues to be shared by the Parties.
- 1.1.22 **TTO** means technology transfer office (or equivalent body).
- 1.1.23 **Weighting Ratio** or **WR** means the reasonable inventive relative weighting given by Host Institution in good faith to each technology/intellectual property included in the Combination Package as a contribution to the whole.

2. ARISING INTELLECTUAL PROPERTY OWNERSHIP

- 2.1 The Host Institution is responsible for ensuring that the inventors or generators or authors of the Arising Intellectual Property assign their rights in the Arising Intellectual Property to the Host Institution, in order to enable the Host Institution to properly exploit the Arising Intellectual Property.
- 2.2 The Host Institution is responsible for ensuring that the Host Institution has all the necessary rights to comply with this Revenue Sharing Policy and subject to third party rights, and is able to distribute the Arising Materials (if any) for commercial and non-commercial purposes
- 2.3 The Host Institution hereby grants to the Charity, a perpetual, irrevocable, world-wide, non-exclusive, sub-licensable (through multiple tiers) license to use the Arising Intellectual Property in academic or not-for-profit research, teaching and publicity purposes including in collaborations.
- 2.4 For clarity, the Host Institution may transfer or assign or license the Intellectual Property to a technology transfer company for the purpose of distributing or commercialising this Arising Intellectual Property. However, such transfer of rights must not be to the detriment of the Charity's rights or the terms and conditions of the Grant.
- 2.5 This revenue sharing policy also applies to revenue received by any Partner Institution(s) who received the Grant (or part thereof).

3. ARISING INTELLECTUAL PROPERTY AND EXPENSES

- 3.1 The Parties agree that the Host Institution shall have sole responsibility and authority to manage and execute the duties required for the filing, prosecution and maintenance of the Arising Intellectual Property, including the Patent Rights. The Host Institution shall keep or shall procure that their agents keep all notices, applications and correspondence filed in connection with the intellectual property, and shall provide copies of such documents to the Charity or their agent on reasonable request.
- 3.2 Direct Costs shall be paid by the Host Institution and will then be deducted from Gross Revenue and/or Combination Package Gross Revenue.
- 3.3 If, at any time, the Host Institution decides to abandon in any territory any or all patent applications or patents included in the Patent Rights ("Patent Rights for Abandonment"), the Host Institution shall notify the Charity of its intention at least sixty (60) days prior to the date any Patent Office action concerning the Patent Rights for Abandonment is due and shall offer to assign the Patent Rights for Abandonment to Charity. If the Charity wishes to receive assignment of the Patent Rights for Abandonment, the Charity will be responsible for all further costs arising from the Patent Rights for Abandonment and the Parties will negotiate a separate assignment and revenue sharing agreement

that specifies the rights each Party shall have in relation to the Patent Rights for Abandonment and any related data or information.

- 3.4 In the event the intellectual property rights are infringed by a third party, the Host Institution shall have the sole right to defend the intellectual property rights and shall do so at its own cost but shall not be obliged to do so. However, the Host Institution shall not issue a claim or threaten to issue a claim against a charitable or not-for-profit organisation without the express approval of Charity.

4. EXPLOITATION

- 4.1 Subject to clause 2.4, prior to granting any rights under the Arising Intellectual Property to any third party, the Host Institution shall provide to the Charity or its agent on a confidential basis in such reasonable detail as may be requested details of the proposals for the exploitation of the Arising Intellectual Property including where applicable the identity of any proposed licensee or assignee of the Arising Intellectual Property and the intended terms under which such rights will be granted.
- 4.2 The Host Institution shall take into account in its negotiations with any such third party any representations made by the Charity or its agent bearing in mind the legitimate interest of the Charity in such negotiations as a potential Host Institution of a share of Net Revenue or of Combination Package Net Revenue.
- 4.3 Subject to the obligations in Clauses 4.1, 4.2 and 4.5, the Host Institution will have the sole responsibility to exploit the Arising Intellectual Property commercially in any manner it decides including, but not limited to, licensing, selling and assigning in exchange for consideration. The decision whether or not to conclude any agreement in relation to such commercial exploitation shall be matters for the sole discretion of Host Institution.
- 4.4 The Host Institution shall provide the Charity or its agent on a confidential basis with copies of all agreements related to the Arising Intellectual Property. For clarity, and without limiting the foregoing, this shall include administration agreements, assignments, licenses, and sublicenses granted under the Arising Intellectual Property.
- 4.5 If the Host Institution elects not to exploit the Arising Intellectual Property commercially it will notify the Charity (within a reasonable period of time) and the Charity will inform the Host Institution of whether it, or a third party acting as the Charity agent, wishes to be granted the right of exploitation, and if so, the Parties will meet to agree upon the best way to proceed, and in accordance with the terms and conditions of the Grant.
- 4.6 Subject to third party rights, the Host Institution agrees to make freely available the Arising Materials and associated Know-How for academic or not-for-profit research, to the maximum extent possible. To that end, the Host Institution may deposit the Arising Materials in an appropriate repository, for subsequent onward distribution.
- 4.7 The Host Institution agrees to use the Arising Intellectual Property in a lawful manner according to applicable law and any associated guidelines and guidance. In relation to Arising Materials, the Host Institution agrees to act (and shall require that any assignee or licensee acts) with the utmost care in terms of human and animal health, wellbeing and ethics.
- 4.8 Where the Arising Intellectual Property is to be licensed or assigned as part of a Combination package, the Host Institution shall determine an appropriate and reasonable WR, in accordance with the custom and practice of reasonable technology transfer offices. The Host Institution shall consult with the Charity or its agent in making a determination of an appropriate WR.

5. REVENUE SHARING²

- 5.1 The Parties shall share all Net Revenue received from the exploitation of the Arising Intellectual Property, in the proportion of fifty percent (50%) to the Host Institution and fifty percent (50%) to Charity.
- 5.2 In the event that the Arising Intellectual Property is exploited through a Combination Package, the Parties agree to share all Combination Package Net Revenue in the proportion of fifty percent (50%) to the Host Institution and fifty percent (50%) to Charity.
- 5.3 The Charity may at its option direct that any revenue owed to it under a Revenue Sharing Agreement is paid to an affiliate, such as a trading company or other entity, controlled by the Charity.

² As described in this Revenue Sharing Policy, the revenue due to the Charity is to be reduced to take into account other project funding the Host Institution received, and any other IP the Host Institution has, which is being exploited together with the Arising Intellectual Property.

- 5.4 The Host Institution will be solely responsible for distributing its share of the Net Revenue or Combination Package Net Revenue to researchers who contributed to the Arising Intellectual Property in accordance with any policy of Host Institution, subject to the terms of this policy.

6. RECORDS AND PAYMENTS

- 6.1 The Host Institution shall keep complete and accurate accounts of all Direct Costs plus Gross Revenue and/or Combination Package Gross Revenue. Host Institution shall make these accounts available on reasonable notice for inspection and verification during business hours by an independent professionally qualified accountant nominated by the Charity and reasonably acceptable to Host Institution. The Charity shall be responsible for the accountant's charges unless the accountant finds an underpayment of at least five percent (5%) between sums due and sums paid to the Charity since the last most recent inspection.
- 6.2 The Host Institution, within thirty (30) days after 31 March each year, shall provide the Charity with a statement setting out Gross Revenue or Combination Package Gross Revenue received and Direct Costs incurred during the previous twelve (12) month period, together with the value of the Net Revenue or Combination Package Net Revenue arising therefrom. If no revenue shall be due to Charity, the Host Institution shall so report. On receipt of such statement from the Host Institution the Charity shall issue the Host Institution with an invoice for any payment due to Charity, which will be paid by the Host Institution in accordance with the instructions set out in the Charity invoice.
- 6.3 In the event that the Host Institution is obliged by law to deduct tax from any payment to the Charity under this Policy, it shall provide the Charity with documentary evidence of such deduction and shall assist the Charity to seek relief under a double taxation agreement or other applicable agreements.

7. CONFIDENTIALITY

- 7.1 The Charity will use all reasonable endeavours to keep confidential all information relevant to the Arising Intellectual Property and all information provided under Clause 4 which is in Charity possession, and which is not disclosed by the Host Institution.
- 7.2 The Charity may disclose the information referred to in Clause 7.1 to a third party which is acting as its agent provided that such third party is bound by obligations of confidentiality no less protective of Host Institution's rights than this policy.
- 7.3 Unless as otherwise provided under the Grant terms and conditions, each Party agrees not to use the names or marks of the other Party without the prior written consent of the other Party.

8. INDEMNIFICATION

- 8.1 The Host Institution will indemnify and hold harmless the Charity and its employees and agents against all liability, loss, damage, cost or expense which may result directly from its use or commercialisation of the Arising Intellectual Property.