

## 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 Company and Named Individual.

## 2. DEFINITIONS

2.1 **Acceptance Form** means the form which is generated and available to the Named Individual online when the Grant is awarded. Signing of the Acceptance Form denotes acceptance of the Contract by the Named Individual, Company, Co-applicant(s) and Collaborator(s).

2.2 **Application** means the application for funding submitted to the Charity by the Named Individual in order to carry out the Research using 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, 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.

2.4 **Award Letter** means the letter from the Charity to the Named Individual 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 the Company and not generated through the Research which is required for the Research or the exploitation of the Arising Intellectual Property.

2.6 **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).

2.7 **Co-applicant** means a person (whether or not employed by the Company) who assists the Named Individual in the management and leadership of the Research.

2.8 **Collaborator** means a person (whether or not employed by the Company) who makes a significant material or intellectual contribution to the Research.

2.9 **Company** means the commercial organisation which is the Named Individual's employer and which will carry out the Research.

2.10 **Contract** means the agreement between the Named Individual, the Company and the Charity which is made up of the Application, these terms and conditions, the Award Letter and the Acceptance Form.

2.11 **Directly Allocated Costs** means the costs of resources used by a Grant that are shared by other activities and based on estimates (e.g. principal and co-applicant costs, estates costs).

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2.12 **Direct Costs** means all external expenses incurred and paid by the Company 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 Company's internal costs relating to these activities.

2.13 **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.

2.14 **Funding** means the total amount of funds received by the Company pursuant to the Contract.

2.15 **Grant** means the funding made pursuant to and described in the Award Letter, to be used for the Research.

2.16 **Grant Completion Form** means the form which is signed by the Named Individual and the Company to confirm that the Grant has ended and the final invoice has been submitted and paid.

2.17 **Gross Revenue** means all consideration received by the Company [or the Charity] 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 Company from the licensing or other disposition of the Arising Intellectual Property in forms including but not limited to monies, shares or options.

2.18 **Named Individual** means the principal applicant employed by the Company who is named on the Award Letter and who has responsibility for the intellectual leadership and overall management of the Research.

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 Company [or the Charity] in connection with Gross Revenue which Company is unable to offset or recover.

2.20 **Parties** means the Charity and the Company.

2.21 **Partner Institution** means an organisation collaborating with the Company, and receiving (directly or indirectly) funds under the Grant.

2.22 **Premises** means all research facilities where the Research is conducted.

2.23 **Research** means the research and investigation which is the subject of the Grant as more particularly described in the Award Letter.

2.24 **Research Personnel** means the Named Individual and the person or persons working under his/her supervision

2.25 **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.

2.26 **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.

2.27 **Revenue Sharing Policy** means the Charity's policy on sharing of revenues arising from the commercialisation of Arising Intellectual Property (see Schedule 1).

2.28 **Start Date** means the date on which the first person is appointed by the Company or, where no new staff are appointed or no staff are involved, the date when the first purchases are made by the Company.

2.29 **Terms and Conditions** means the conditions set out in this document.

## 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 Company or its permitted subcontractor(s) must issue a contract of employment for such staff in compliance with the relevant laws and regulations. The Company must procure that the Named Individual is actively engaged in the Research.

3.1.2 The Company must ensure that all permanent and temporary staff and contractors employed by the Company or involved in the Research are suitably qualified and receive training appropriate to their duties, in accordance with any applicable legal and regulatory requirements. This includes management and leadership training and development for all Charity-supported staff with management responsibilities.

3.1.3 The Charity will not be responsible for, nor will it indemnify the Company against, any claim for redundancy, compensation, dismissal or discrimination or any other claims for which the Company or any permitted sub-contractor may be liable as an employer or otherwise.

3.1.4 The Company 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 Company must comply with and perform all obligations and duties at law (including all health and safety legislation) in respect of the Premises.

3.1.5 The Company 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 Company and Named Individual 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 Company must hold appropriate policies of insurance covering professional indemnity, product liability, public liability, and employer's liability and shall maintain such insurance policies throughout the Grant and any commercialisation of the Results and/or Arising Intellectual Property.

3.2.3 The Company must ensure proper financial management of the Grant.

3.2.4 The Company 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](mailto:researchapplications@parkinsons.org.uk). In the event the research is terminated early, the Charity must be notified promptly in writing.

3.2.5 The Company must ensure that sufficient resources are dedicated to support the Research under the Grant.

3.2.6 The Company must notify the Charity if there is any change in status that may affect its eligibility to receive and use the Grant.

3.2.7 It is the responsibility of the Grantholder and the Host Institution to adhere to the Data Protection Act 2018 and UK General Data Protection Regulation (UK GDPR) and any subsequent legislation and guidance and to take all appropriate safeguards with data, in line with the policies of the host institution, or the law, whichever provides the highest level of data subject rights.

## 4. RESEARCH INTEGRITY

## 4.1 Scientific conduct

4.1.1 The Company shall adhere to the highest standards of integrity and good scientific practice.

4.1.2 The Company must have reasonable measures to prevent and mitigate, and make reasonable efforts to reduce the risk of incidences of scientific misconduct occurring.

4.1.3 The Company 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 Company 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 or otherwise concern the Research. 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 Company will be required to investigate the matter when requested to do so by the Charity.

## 4.2 Conflicts of interest

4.2.1 The Charity is notified of any conflicts which may be relevant to the Grant.

## 4.3 Ethical and legal frameworks

4.3.1 The Company 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 necessary licences and approvals. The Company accepts full responsibility for ensuring that any such approvals are in place and any conditions attached to such approvals are complied with at all relevant periods during the Grant.

4.3.2 If any such approval, licence or permission is not available at the time of submission of the application, funding will not commence until a copy of the approval, licence or permission is received by the Charity or the Charity has agreed in writing to the contrary in specific cases.

4.3.3 The Company must ensure that the Research supported by the Grant and the conduct of the Research complies with all applicable laws, regulations, codes of practice and governance and research guidelines, including those introduced while the Research is in progress.

4.3.4 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.

4.3.5 All researchers engaged in the Research 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 reimburse Direct Incurred Costs relating to the research described in the Application for which the Grant is awarded. The charity will also reimburse Directly Allocated Costs if they have been charged at a reasonable rate which has been clearly identified in the applications and have been fully justified.

5.1.2 The Company will be responsible for any expenditure on the Research in excess of the Grant stipulated in the Award Letter.

5.1.3 An Acceptance Form must be signed by the Company and Named Individual, and returned to the Charity by the Company 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 Named Individual and the Company 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 Named Individual 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 Start Date has not occurred 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](mailto:researchapplications@parkinsons.org.uk)

5.1.7 Within six months of the end of the Grant, the Named Individual and the Company will complete and return to the Charity a Grant Completion Form.

## 5.2 Grant management – Finance

5.2.1 The Company 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: materials and consumables, animals and foods and other recurrent research expenses. An itemised breakdown of expenditure for each category should be provided with every invoice.

5.2.3 Requests for variations between categories must be made on a variation form, available by emailing [researchapplications@parkinsons.org.uk](mailto:researchapplications@parkinsons.org.uk).

5.2.4 If the Grant has not been fully used at completion, excess monies shall belong to the Charity unless otherwise agreed by the Charity.

5.2.5 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. The Charity may recover sums owed to it by offsetting them against any other sums (including grant payments) owed to the Company.

5.2.6 At the request of the Charity, the Company 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 Company shall also make the necessary arrangements to enable the Charity and its agents to visit the Company 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 Company 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 – Reporting and use of information**

5.3.1 The Named Individual must provide the Charity with a brief interim progress report six months through the term of the Grant and a final report 12 months through the term or upon completion of the research, whichever is earlier. The grantholder may be required to attend a virtual review meeting at this stage to discuss progress. The Charity reserves the right to request more frequent reports in certain cases and the Named Individual shall comply with such requests. If sufficient progress is not demonstrated in the interim report, as assessed by the Charity, the Charity may request a meeting with the Named Individual and the Named Individual shall comply with such requests.

5.3.2 Within three months post the end date of the Grant, the Named Individual must submit a final report for scrutiny by the Charity.

5.3.3 The Company will provide an up-to-date financial spend report on request by the Charity.

5.3.4 The Charity reserves the right to withhold payment of invoices if the Named Individual does not submit reports on time. Failure to submit reports on time may also debar the Named Individual 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 Named Individual has returned a completed final report.

5.3.5 If the Named Individual or the Company designates any of the information submitted under sections 5.3.1 or 5.3.2 as confidential, the Charity shall keep it confidential until the Named Individual or the Company advises the Charity that it is no longer confidential or until it is in the public domain, whichever is earlier.

5.3.6 Selected information on awarded grants including the Grant reference, the company name, Grant title, non-confidential 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. Where appropriate, confidentiality will be respected.

## **6.0 INTELLECTUAL PROPERTY RIGHTS**

6.1 All Background Intellectual Property is and shall remain the exclusive property of the Party owning it (or, where applicable, the third party from whom its right to use the Background Intellectual Property has derived).

6.2 Foreground Intellectual Property shall vest in and be owned by the Company. Company grants to Parkinson's UK a non-exclusive, royalty-free, irrevocable right and licence, including the right to grant sub-licences, for a period of twenty-five (25) years from the delivery of the Final Report to Parkinson's UK, to use and sublicense such Intellectual Property for its own charitable purposes. This is without prejudice to the confidentiality provisions in clause 7 of this Agreement. For the avoidance of doubt, charitable purposes include research but does not include commercialisation for financial gain of any results. Parkinson's UK may assign the licence granted under this clause to an Affiliate of Parkinson's UK and, if it does so, it shall ensure that such Affiliate is bound by terms consistent with this licence including the terms of this clause and clause 7. Further, Parkinson's UK undertakes to Company that any sublicense granted by it (or by any Affiliate to whom this licence is assigned) shall not grant to the sublicensee any greater or more extensive rights than those granted to Parkinson's UK pursuant to this clause.

6.3 Each Party shall immediately give written notice to the other upon awareness or knowledge of any actual, threatened or suspected infringement of the other Party's Background Intellectual Property or Foreground Intellectual Property.

6.4 Company shall keep Parkinson's UK indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by it (or any of its Affiliates or officers or employees of any of them) as a result of or in connection with any claim brought against Parkinson's UK (or any such other person) for actual or alleged infringement of a third party's Intellectual Property rights arising out of, or in connection with, the Project.

6.5 Company agrees that it shall have in place processes and strategies to mitigate the risk of its Background Intellectual Property and Foreground Intellectual Property infringing the rights of any third parties, including (i) monitoring the emergence of any patent application in any field relevant to the work being conducted under the Project Plan and (ii) only utilising novel findings made by Company or on its behalf and information available in the public domain.

## 7.0 CONFIDENTIALITY

7.1 The Parties undertake to each other to keep confidential and not to disclose to any third party, or to use themselves other than for the purposes of the Project or as permitted under or in accordance with this Agreement, any confidential or secret information in any form directly or indirectly belonging or relating to any other Party or any of its Affiliates, or its or their business or affairs, disclosed by one Party and received by another Party pursuant to or in the course of this Agreement or the Project, including any Background Intellectual Property or Foreground Intellectual Property, and the existence and terms of this Agreement ("**Confidential Information**").

7.2 Each Party may disclose another Party's Confidential Information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the Party's obligations or exercising the Party's rights under this Agreement. Each Party shall ensure that its employees, officers, representatives or advisers who have a "need to know" said Confidential Information in order to perform its respective obligations or exercise its rights hereunder and who are subject to written confidentiality agreements restricting their use and disclosure of such Confidential Information consistent with the provisions of this Agreement; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority provided that, where practicable, the Party whose Confidential Information is to be disclosed is given reasonable advance notice of the intended disclosure.

7.3 Parkinson's UK may disclose the Foreground Intellectual Property to third parties in the course of exercising any of its rights and licence (including negotiating agreements to exercise any of its rights and licence) granted under clause 6.2 provided that any such disclosure shall be made subject to express obligations of confidentiality that are no less protective than the obligations contained in this clause 7.

7.4 The obligations contained in this clause 7 shall survive the expiry or termination of this Agreement for any reason, but shall not apply to any Confidential Information which:

- (c) is publicly known at the time of disclosure to the receiving Party; or
- (d) becomes publicly known otherwise than through a breach of this Agreement by the receiving Party, its officers, employees, agents or contractors; or
- (e) can be proved by the receiving Party to have reached it otherwise than by being communicated by another Party including:
  - (i) being known to it prior to disclosure; or
  - (ii) having been developed by or for it wholly independently of the relevant other Party; or
  - (iii) having been obtained from a third party without any restriction on disclosure on such third party of which the recipient is aware, having made due enquiry; or
- (f) is required by law, regulation or order of a competent authority (including any regulatory or governmental body or securities exchange) to be disclosed by the receiving Party, provided

that, where practicable, the disclosing Party is given reasonable advance notice of the intended disclosure.

7.5 Neither Party shall use the other Party's Confidential Information for any purpose other than to perform its obligations and exercise its rights under this Agreement.

## 8.0 REPAYMENT OF THE FUNDING

8.1 In the event Company or any Affiliate of Company (a) receives from a third party any Consideration to directly use, acquire, license or sublicense or to otherwise exploit all or part of the rights to the Foreground Intellectual Property or (b) in any case not falling within clause 8.1(a), Company or any of its Affiliates receives income from the sale of any IP or services arising from the funded research, the Company agrees with Parkinson's UK to make payment to Parkinson's UK, in a case falling within paragraph (a), within ten (10) Business Days of the relevant receipt, and, in a case falling within paragraph (b), within ten (10) Business Days of the end of the calendar quarter in which the income is received, of an amount equal to not less than 10% of each such receipt or income (as the case may be) until the aggregate of all such payments reaches an amount equal to four (4) times the Funding provided by Parkinson's UK.

8.2 Further, in the case of:

(a) a sale of all or substantially all of the issued share capital of Company, or all or substantially all of the assets of Company or of its group companies, or a change of more than 50% in the ownership or control of Company; or

(b) a transaction in which the control of commercial rights arising from the Project passes to a third party,

the Maximum Repayment Amount or the remaining unpaid balance thereof shall become immediately payable to Parkinson's UK. In addition, Company shall, and shall ensure that any purchaser of all or substantially all the issued share capital or assets of Company, any party acquiring more than 50% of the ownership or control of Company and any party acquiring control of commercial rights arising from the Project shall, be obliged to pay to Parkinson's UK the Maximum Repayment Amount to the extent there remains any unpaid balance thereof.

8.3 If at the end of the Funding Period or (subject to the provisions of clause 12) upon termination of this Agreement any of the Funding provided to Company remains unused, Company shall promptly, and in any event within 30 Business Days of the relevant date, repay the unused Funding to Parkinson's UK.

8.4 Payments to Parkinson's UK in accordance with clause 8 shall be in British Pounds Sterling shall be made by Company to such bank account as may be designated by Parkinson's UK from time to time.

8.5 Parkinson's UK may from time to time by notice in writing to Company designate Parkinson's Research Ventures Limited or another of its Affiliates to receive a payment otherwise payable to Parkinson's UK pursuant to clause 8.1, clause 8.2 or clause 8.3.

## 9.0 WARRANTIES

9.1 Each of the Parties warrants that it has full power and authority to carry out the actions contemplated under this Agreement, and that its entry into and performance under the terms of this Agreement will not infringe the rights of any third party or cause it to be in breach of any obligations to a third party.

9.2 Company warrants to Parkinson's UK that:

(g) all information, data and materials provided by it to Parkinson's UK before Parkinson's UK entered into this Agreement in response to the due diligence enquiries of Parkinson's UK is, to the best of Company's knowledge accurate and complete In all material respects and includes all material information which a provider of funding for the Project might reasonably expect to know before committing to that funding;

(h) all information, data and materials provided by it to Parkinson's UK pursuant to this Agreement will be, to the best of its knowledge, accurate and complete in all material



respects, and it is entitled to provide the same to Parkinson's UK without recourse to any third party;

- (i) it will perform the Project in a professional manner with reasonable skill and care, using suitably qualified personnel, and will use all reasonable endeavours to achieve the objectives of the Project;
- (j) Its conduct of the Project does not and will not infringe the rights of any third party, and none of its Background Intellectual Property is the subject of any actual or, so far as it is aware, threatened challenge, opposition or revocation proceedings.

9.3 Except as expressly provided in this Agreement, there are no conditions, warranties or other terms binding on the Parties with respect to the actions contemplated by this Agreement. Any condition, warranty or other term in this regard which might otherwise be implied or incorporated into this Agreement, whether by statute, common law or otherwise, is, insofar as it is lawful to do so, hereby excluded. For the avoidance of doubt, the Parties agree that Parkinson's UK has no liability in relation to any Foreground Intellectual Property, results or data created or arising from the Project.

## 10. PUBLICATION, PUBLICITY AND ENGAGEMENT

### 10.1 Acknowledgement of support

10.1.1 In any oral or written report or poster presentation relating to the Research, the author must acknowledge the Charity's support. Guidance can be found on the website.

10.1.2 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](http://www.parkinsons.org.uk).

10.1.3 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 \*\_\*\*\*\*]".

### 10.2 Publicity

10.2.1 Subject to the remaining provisions of this clause 10, each Party may not make any public reference to this Agreement or the business relationship contemplated by this Agreement without the prior written agreement of the other Party, such consent not to be unreasonably withheld or delayed. Each Party shall not employ or use the name of the other Party in any announcement, publications or promotional materials or in any form for public distribution, without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed, provided that either Party may publicly disclose the fact that Parkinson's UK is funding the Company for the Project without prior consent in connection with the regular business operations of, or as required by law with respect to, that Party. Upon execution of this Agreement, the Parties agree to cooperate in good faith to prepare a press release in such form and substance as is agreeable to both Parties to announce the Project and the entry by the Parties to this Agreement.

10.2.2 Parkinson's UK will consider in good faith a request by Company to delay the publication of Project data (and/or a summary of the findings of the research carried out in accordance with the Project Plan) in accordance with this clause 10 in order to allow Company to complete any necessary intellectual property filings (at its own expense).

10.2.3 Company acknowledges to Parkinson's UK that the charitable purposes of Parkinson's UK directly or indirectly require the dissemination of research into Parkinson's. Accordingly, Company undertakes to Parkinson's UK to:

- (a) use reasonable endeavours to comply with the Parkinson's UK policy on open access publishing; and

- (b) use reasonable endeavours to publish the results of the research carried out in the Project, regardless of the positive or negative outcome of the research, in a forum that is widely available to scientific researchers, within one (1) year from the End Date; and
- (c) ensure that any such publication shall be consistent with high standards of scientific excellence and rigour.

## 11. LIMITATION OF LIABILITY

11.1 The Charity shall not be liable for, and 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 Company 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.

## 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 Company and/or the Named Individual.

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 Company 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 Company (or the Named Individual, if appropriate) must inform the Charity without delay of any change to the status of the Company that might affect their ability to comply with the Contract.

## 13. GOVERNING LAW

13.1 The Contract (including any non-contractual associated claims or disputes) is governed by English Law, and all disputes arising under or in connection with the Contract (including any non-contractual dispute) are subject to the exclusive jurisdiction of the English Courts.

If you have any queries, please contact the Research team on [researchapplications@parkinsons.org.uk](mailto:researchapplications@parkinsons.org.uk)