

Excellence Network project grants

Terms and conditions 2024



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 Organisation and Grantholder.

2. DEFINITIONS

2.1 **(Grant) Acceptance Form** means the form which is generated and available to the Grantholder via email when the Grant is awarded. Signing of the Acceptance Form by the relevant person denotes acceptance of the Contract by the Grantholder, Host Organisation, Co-applicant(s) and Collaborator(s), as applicable.

2.2 **Application** means the application, pre-application and/or full application for funding submitted to the Charity by the Grantholder to apply for funding to carry out the Project.

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 Grant (i.e. using the Grant). See **Schedule 1** if your project is likely to generate revenue from IP created as a result of a Parkinson's UK funded project.

2.4 **Award Letter** is the letter from the Charity to the Grantholder specifying the Project title, amount awarded, the duration of the Grant and any additional terms and conditions. It is only sent to successful applicants and forms a part of the final contract.

2.5 **Co-applicant** means a person who assists the Grantholder in the management and leadership of the Grant.

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 **Collaborator** means a person who makes a significant material or intellectual contribution to the Grant.

2.8 **Contract** means the agreement between the Grantholder, the Host Organisation and the Charity which is made up of the Application, these terms and conditions, the Award Letter, the Acceptance Form and any other relevant document attached to the contract email.

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

2.10 **Directly Incurred Costs** means the costs that would *only* be incurred if the Project were to go ahead. They include salaries for staff dedicated to the Project, consumables, equipment, etc.

2.11 **Grant** means the funding/award made to the Grantholder by the Charity and described in the Award Letter, to enable the Grantholder to undertake the Project.

2.12 **Grant Completion Form** means the form which is signed by the Grantholder and the Host Organisation to confirm that the Grant has ended and the final invoice has been submitted and paid. A grant ends when the project has been completed or terminated.

2.13 **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 Project.

2.14 **Host Organisation** means the trust, health board, university, or academic/not-for-profit body which is the Grantholder's/lead applicant's employer or supporter (as more particularly described in Condition 3.1).

2.15 **Indirect Costs** means the non-specific costs charged by the Host Organisation across all grants that are based on estimates (e.g. HR and finance services, library costs).

2.16 **Organisation** means the Host Organisation together with the TTO (if applicable).

2.17 **Parties** means the Charity and the Host Organisation.

2.18 **Partner Organisation** means an organisation collaborating with the Host Organisation, and receiving (directly or indirectly) funds under the Grant.

2.19 **Premises** means all facilities where the Project is conducted.

2.20 **Project** means the project and its plans and activities, processes, investigations and roll out which are the subject of the Grant, as described in the Application.

2.21 **Project Personnel** means the Grantholder and the person or persons working on the Project under the Grantholder's supervision (including students, visitors and subcontractors).

2.22 **Results** means all inventions, discoveries, materials, technologies, products, data, algorithms, software, patents, databases, copyright, other intellectual property and know-how arising from the Project.

2.23 **Revenue Sharing Policy** means the Charity's policy on sharing of revenues arising from the commercialisation of Arising Intellectual Property. See **Schedule 1** only if your project is likely to generate revenue from Arising Intellectual Property created as a result of a Parkinson's UK funded project.

2.24 **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.

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

2.26 **TTO** means the Host Organisation's technology transfer office (or equivalent body).

3. RESPONSIBILITIES IN 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 Organisation or its permitted subcontractor(s) must employ such staff in compliance with the relevant laws and regulations. The Host Organisation and its permitted subcontractor(s) are also responsible for the management of the staff, including any claim for redundancy, compensation, dismissal or discrimination. The Charity does not accept any liability for such staff.

3.1.2 The Grantholder must be employed by the Host Organisation or supported by the Host Organisation in which they intend to undertake the project 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 to carry out work on the Project should hold honorary NHS clinical contracts or honorary university contracts at the appropriate level. The Host Organisation 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 to practice.

3.1.4 The Charity will not be responsible for, nor will it indemnify the Host Organisation against, any claim for redundancy, compensation, dismissal or discrimination or any other claims for which the Host Organisation or any permitted subcontractor may be liable as an employer or otherwise.

3.1.5 The Host Organisation 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 such staff with managerial responsibilities.

3.1.6 The Host Organisation must ensure that appropriate Premises are available to house the participating Project Personnel and that any equipment and tools used in the Project are fully maintained, kept in an appropriate and safe state of repair and properly serviced for the duration of the Grant. The Host Organisation 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 Organisation must comply with employment-specific regulations (eg. health and safety legislation or identifying any risks which could affect the health of new and expectant mothers and must take any actions necessary as a result of any risk assessment).

3.2 Project management

3.2.1 It is the responsibility of the Host Organisation and the 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 Organisation 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 Organisation must ensure proper financial management of the Grant.

3.2.4 The Host Organisation 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 excellencenetworkgrants@parkinsons.org.uk. In the event the Project is terminated early, the Charity must be notified in writing.

3.2.5 The Host Organisation must ensure that sufficient resources are dedicated to support the Project under the Grant.

3.2.6 The Host Organisation must promptly notify the Charity if there is any change in status, or of Project Personnel, that may affect its eligibility to hold the Grant or the ability of the Grantholder to carry out the Project in accordance with the Contract.

4. CONDUCT AND ETHICS

4.1 Ethical conduct

4.1.1 The Grantholder and the Host Organisation shall adhere to the highest standards of integrity and good ethical practice.

4.1.2 The Host Organisation must make reasonable efforts to introduce measures to mitigate the risk of incidences of misconduct occurring.

4.1.3 The Host Organisation must have in place formal written procedures for the handling of allegations of ethical 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 Organisation to inform the Charity, in confidence, at the earliest opportunity, about allegations, progress of the investigation and the investigation outcome of ethical misconduct that concern Parkinson's UK-funded Grantholders and project personnel. 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 Organisation will be required to investigate the matter promptly when requested to do so by the Charity.

4.2 Conflicts of interest

4.2.1 The Host Organisation is responsible for managing conflicts of interests ensuring:

4.2.2 Any relationship between the Host Organisation, Project Personnel and commercial organisations shall be appropriate and not unduly benefit the commercial organisation or influence the Project.

4.2.3. Any form of remuneration by a company for consultancy shall be paid 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 or so as to influence any of the Project Personnel.

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

4.3 Ethical and legal frameworks and Data Protection

4.3.1 The Host Organisation 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 any investigations or development activities (if applicable) are met. This includes obtaining all licences and approvals. The Host Organisation accepts full responsibility for ensuring that any such licences and approvals are in place and that any conditions attaching to them are met at all relevant times for the duration of the Grant.

4.3.2 The Charity acknowledges that the Host Organisation is subject to the Freedom of Information Act 2000. If the Host Organisation receives a request for information in respect to any part of the Grant, the Host Organisation must notify the Charity before a response is made.

4.3.3 It is the responsibility of the Grantholder and the Host Organisation to adhere to the Data Protection

Act 2018 and UK GDPR (and any subsequent legislation and guidance) and to take all appropriate safeguards with data, in line with the policies of the Host Organisation, or the law, whichever provides the highest level of data subject rights.

5. GRANT ADMINISTRATION

5.1 Grant award Acceptance and Start/End dates

5.1.1 The Charity will only reimburse Directly Incurred Costs relating to the Project 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 Organisation 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 Organisation, all Co-applicants and Collaborators, and returned to the Charity by the Host Organisation within eight weeks of the issue of the Award Letter. This will be emailed to the relevant parties along with the Award Letter.

5.1.4 By signing the Acceptance Form, the Grantholder and the Host Organisation 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. The Grantholder shall ensure that all staff involved in the project under the Grant shall abide by these Terms and Conditions and by any additional terms and conditions in the Award Letter.

5.1.5 The Grantholder must confirm a Start Date which must be no later than three months after the announcement of the grants results and receipt of the Award Letter. If the Grantholder wishes to defer the Start Date, it shall request an extension of up to three months by notice in writing to the Charity by emailing excellencenetworkgrants@parkinsons.org.uk. The Charity shall consider any such request in good faith and shall not unreasonably withhold or delay its consent to such a request.

5.1.6. If the Grant has not commenced within six months of the issue of the Award Letter, the Charity reserves the right to withdraw the Grant.

5.1.7 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 excellencenetworkgrants@parkinsons.org.uk. The Charity will be under no obligation to grant an extension.

5.1.8 Within one to three months of the end of the Grant, the Grantholder and the Host Organisation will complete and return to the Charity a Grant Completion Form.

5.1.9 The Host Organisation and the Grantholder will immediately report any adverse event arising in the course of a Grant to both the Charity and the appropriate ethics committee.

5.1.10. If the Project is terminated mid-way due to the Grantholders/co-applicants/collaborators inability to complete it, no expenses/invoices undertaken in the quarter during or preceding the termination period will be repaid. The Charity also reserves the right to reclaim payments of the previously paid invoices to avoid any losses to the Charity. A new application for the same project will not be permitted. A case-by-case decision will be made as to whether the applicants will be permitted to apply for other projects in the future through the scheme.

5.1.11 The Charity involves people with Parkinson's in all aspects of service improvement or innovation projects. Grantholders are strongly encouraged to work with the Charity to implement opportunities for patient and public involvement; improving project design, recruitment strategy and project relevance.

5.2 Grant management – Finance

5.2.1 The Host Organisation 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 financial schedule set out in the Award Letter, which will be based on the funds requested in the Application or the 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, equipment and other recurrent Project expenses. An itemised breakdown of expenditure for each category should be provided with every invoice. If claiming for salaries, the name and post of each person claimed for, should be included on each invoice.

5.2.3 Requests for variations between categories larger than $\pm 10\%$ of the approved budget breakdown, must be made on a variation form, available by emailing excellencenetworkgrants@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 Organisation must not accept donations directly from the Charity's [local groups](#). If the Grantholder or the Host Organisation 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 be entitled to 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 Host Organisation.

5.2.7 At the request of the Charity, the Host Organisation 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 Organisation shall also make the necessary arrangements to enable the Charity and its agents to visit the Host Organisation 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 Organisation 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 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 Project is funded by Parkinson's UK. The Host Organisation 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 Organisation 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 such a post may be used to employ temporary cover.

5.4 Grant management – Equipment and consumables

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 approved budget. Variation forms may be requested by emailing excellencenetworkgrants@parkinsons.org.uk.

5.4.2 The Host Organisation 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 Organisation in accordance with these procedures. The Charity will not accept any liability to pay VAT due to any failure of the Host Organisation to claim relief on qualifying equipment.

5.4.3 Equipment purchased through the Grant is awarded to the Host Organisation specifically for the purpose of the Grantholder's project. The equipment must be used primarily for the Project 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 Organisation must ensure that the equipment funded by the Grant is appropriately insured and maintained throughout its useful life.

5.4.6 The Host Organisation 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 Organisation will be required to repair or replace it at its own 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 Organisation 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 Project for the remaining duration of the Grant. The new Host Organisation/Grantholder must agree to abide by these Terms and Conditions and the other terms of the Contract, together with such other requirements as may be specified by the Charity.

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 them.

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 periodic reports throughout the period of the Grant. Unless otherwise specified in the Award Letter or as otherwise agreed in writing by the Charity, such reports shall be provided within two weeks of each quarterly/bi-annual/annual anniversary of the Start Date for scrutiny by the Charity. The Charity reserves the right to request more frequent reports or updates in certain cases and the Grantholder shall comply with such requests. If sufficient progress is not demonstrated in the periodic 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 one to 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 Organisation will provide an up-to-date financial spend report on request by the Charity.

5.6.4 The Charity reserves the right to withhold payment of invoices if the Grantholder does not submit reports on time. Failure to submit reports on time may also debar the Grantholder from applying for further Charity grants, either as a lead applicant or a Co-applicant.

5.6.5 If the Grantholder or the Host Organisation designates any of the information submitted under sections 5.6.1 or 5.6.2 as confidential, (e.g. when required by the law or regulations or in the context of legal proceedings) the Charity shall keep it confidential until the Grantholder or the Host Organisation advises the Charity that it is no longer confidential or until it is in the public domain, whichever is earlier.

5.6.6 Selected information on awarded grants including the Grant reference, Grantholder's name, Host Organisation, Grant title, lay and clinical 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.

5.6.7 It is a requirement of the Charity's membership of the [Association of Medical Research Charities](#) (AMRC) that the Charity submits to it the following information on new grants for projects that fall under its remit: Grant reference, Grantholder's name, Host Organisation, Grant title, Grant start and end dates, lay and scientific abstracts, value of support, Grant type (ie project grant, studentship, etc). The Charity also shares outcomes data with the AMRC for the purposes of sector-wide analyses.

6. ARISING INTELLECTUAL PROPERTY (IP)

6.1 The Charity is under an obligation to ensure that the results of projects that it funds are applied for the public good. To meet these obligations the Charity requires the Host Organisation, 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. If your project is likely to generate revenue from IP resulting out of Parkinson's UK funding, please see **Schedule 1** to understand the Charities Revenue Sharing Policy.

7. PUBLICATION, PUBLICITY AND ENGAGEMENT

7.1 Publication

7.1.1 The Charity requires the Grantholder to promulgate the results of the projects that it funds in the usual manner, for example by publication and/or by presenting at meetings. This includes evidence and data derived from the grant and/or project outcomes, even if the expected benefits weren't realised, where applicable. 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](#), where applicable. On acceptance for publication, a copy of the final manuscript of all peer-reviewed 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 excellencenetworkgrants@parkinsons.org.uk.

7.1.4 Projects involving patient data represent a special case, especially if the publication, either in print or electronic format, of the results enables individuals (the patient or others) to gain knowledge about their personal condition which they otherwise would not have had. In any project where this is possible the matter must be addressed in the protocol and discussed with an 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 project or related interventions, 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 can publish a wide range of outputs (from standard research articles to data sets, from new insights to confirmatory or unsuccessful results) through open access publishing. If suitable, the Charity expects that Grantholders will publish either via a traditional publication or through AMRC Open Research within twelve months of the end date of the Grant.

7.1.7 Grantholders who fail to comply with the Charity's grants terms and conditions may be barred from applying for further grants from the Charity and denied access to funding for open-access publishing.

7.2 Acknowledgement of support

7.2.1. All publications, communications, presentations, posters and broadcasts (or any other material) relating to the work under the Grant must acknowledge the Charity's support. This includes recruitment advertisements for staff employed on grants supported by the Charity. The Grantholder will be emailed a 'Funded by the Parkinson's Excellence Network' sticker with the Award Letter.

7.2.2 In any oral or written report or poster presentation of Results or otherwise relating to the Project, the author must acknowledge the Charity's support and, where possible, display the 'funded by the UK Parkinson's Excellence Network' logo.

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 Project Personnel acknowledge that their Project 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 Grants provided by the Charity are financed by donations from people with Parkinson's, their carers, members of the public and external trusts. They welcome information about successes, which can influence future donations and the Charity's voluntary income. All opportunities to promote the Charity (among the clinical community, the media and among fundraisers and the general public) must therefore be fully exploited and the Grantholder and the Host Organisation are obliged to cooperate with the Charity over any publicity or fundraising activity arising from Parkinson's UK funded Projects. Where the Charity is the main funder of the Project, the Charity reserves the right to lead on publicity. If publication of the results under the Grant is likely to attract publicity, the Grantholder must inform the Charity's Senior Grants Officer (Excellence Network) well in advance so that press releases can be planned by the media team, in conjunction with the Grantholder's or Host Organisation's press office.

7.3.2 The Grantholder, Host Organisation and/or Partner Organisation agree to allow Parkinson's UK to

share the outcomes of the Project. This may include working together to promote the work at conferences, through trade press and within the UK Parkinson's Excellence Network and the Parkinson's community.

7.3.3 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 Organisation will cooperate fully at these times, which may include providing quotes or interviews.

7.3.4 When speaking publicly about their project and particularly when speaking to representatives of the media, Project Personnel should ensure that they are recognised as a Parkinson's UK/Parkinson's Excellence Network (PEN)-funded person. However, Project Personnel should not speak to the media as a 'Parkinson's UK/PEN-funded person' without prior consultation with the Charity's Media team. This can be done by emailing the details to the Excellence Network grants team on excellencenetworkgrants@parkinsons.or.uk, who will then share it with the Media team.

7.3.5 There is a subtle but important difference between speaking as a 'Parkinson's UK-funded person' and acting as a spokesperson for the Charity, which Grantholders and Project Personnel are not authorised to do. Representatives of the media may not always be aware of this difference and Project Personnel who speak to the media must ensure that their personal views and opinions are not misrepresented as being attributable to the Charity.

7.3.6 The Charity reserves the right to use data or other material from the Grant as part of its fundraising or publicity activities.

7.3.7 All disclosures of information regarding projects funded by the Charity to the media must be channeled through the Charity's Media team. This can be done by emailing the details to the Excellence Network grants team on excellencenetworkgrants@parkinsons.or.uk, who will then share it with the Media team.

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 Grantholders) during the period of the Grant as agreed with the Excellence Network Grants team. These activities enable members of the Charity's local groups and the Excellence Network to learn more about the Grant and to meet the Grantholder and Project Personnel. Presentations at engagement activities must be given in plain English.

8. DATA SHARING

8.1 The Grantholder and Host Organisation must comply with the Charity's Data sharing agreement and data sharing policy by ensuring that they sign a copy of the policy and submit a data management and sharing plan as part of their Application. Guidance on developing a data management and sharing plan is on the Charity's [website](#).

8.2 The Grantholder and the Host Organisation shall maximise the availability of output and outcome data derived from the Grant with as few restrictions as possible.

9. FUNDRAISING AND VOLUNTEERING

9.1 World class care relies on world class fundraising and much of our fundraising is strengthened by the presence and collaboration of our clinicians. The Charity expects Grantholders and Project Personnel to contribute as much as possible. Contribution could be by hosting project tours, speaking at fundraising events, volunteering at national events or actively participating in events. Find out more about how you can [volunteer and participate in events](#).

9.2 Fundraisers may use the Grantholder's work as examples for the Charity's supporters - to demonstrate the impact of funds raised. That may mean that the Charity will use images of Project Personnel and ask for help with quotes, copy etc. Further to this, the Charity may use specific projects from its grant 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 Project Personnel concerned.

9.3 The public activity described in 9.2 can sometimes generate publicity. Where possible the Charity will contact the Grantholder to make them aware of this beforehand, however, this is something that cannot always be foreseen.

10. STUDENTS FUNDED BY PARKINSON'S UK GRANTS

10.1 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.

10.2 The Charity will not pay expenses for interviewing candidates.

11. LIMITATION OF LIABILITY

11.1 The Charity accepts no responsibility for costs or liabilities incurred in connection with the Project 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 Project has ended.

11.3 The Host Organisation 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 Project.

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 or intervention funded under the Grant.

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 via email from excellencenetworkgrants@parkinsons.org.uk to the Grantholder and/or the Host Organisation.

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 Without prejudice to any other right of the Charity in these Terms and Conditions to terminate the Grant or withhold payment, 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 for whatever reason, the Host Organisation shall promptly return to the Charity any part of the Grant that has not been allocated as at the date of termination and the Charity shall not be under any obligation to make any further payments in respect of the Grant.

12.6 The Host Organisation (or the Grantholder, if appropriate) must inform the Charity without delay of any change to the status of the Host Organisation (or the Grantholder, as the case may be) that might affect their ability to comply with the Contract.

13. GOVERNING LAW

13.1 The Contract (including any associated claims or disputes) shall be governed and construed in accordance with English law, and is subject to the exclusive jurisdiction of the English Courts.

If you have any queries, please contact the Excellence Network Grants team on excellencenetworkgrants@parkinsons.org.uk

Schedule 1: Revenue Sharing Policy¹

[Only applicable if your project is likely to generate revenue from IP [Arising Intellectual Property] created as a result of a Parkinson's UK-funded project]

¹ For clarity, the Revenue Sharing Agreement itself would only be executed where there is IP (Arising Intellectual Property) arising from the Project. In the event that the Host Organisation generates Arising Intellectual Property, the Host Organisation 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. 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 **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.

1.1.3 **Background Intellectual Property** means intellectual property owned or controlled by the Host Organisation which is required for the Project or the exploitation of the Arising Intellectual Property.

1.1.4 **Business Day** means a day other than a day which is a Saturday, Sunday or public or bank holiday in any part of the United Kingdom.

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 Organisation 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 Organisation 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 Organisation 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 Organisation in connection with Gross Revenue which Host Organisation is unable to offset or recover.

1.1.9 **Direct Costs** means all external expenses incurred and paid by the Host Organisation 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 Organisation's internal costs relating to these activities, regardless of the legal constitution of the Host Organisation'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 Organisation for the Grantholder to undertake the Project.

1.1.11 **Grantholder** means the lead 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 Organisation 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 Organisation** means the university, hospital or academic/not-for profit research institution

which is the Grantholder's employer.

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, 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 Organisation in connection with Gross Revenue which Host Organisation is unable to offset or recover.

1.1.16 **Organisation** means the Host Organisation together with the TTO where applicable.

1.1.17 **Partner Organisation** means the academic or not-for-profit organisation collaborating with the Host Organisation, and receiving (directly or indirectly) funds under the Grant.

1.1.18 **Parties** shall mean the Charity and the Host Organisation 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 **Project** means the project and its plans, activities, processes, investigations and roll out which are the subject of the Grant, as described in the application.

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 the Host Organisation's technology transfer office (or equivalent body).

1.1.23 **Weighting Ratio** or **WR** means the reasonable inventive relative weighting given by Host Organisation in good faith to each technology/intellectual property included in the Combination Package as a contribution to the whole.

2. ARISING INTELLECTUAL PROPERTY (IP)

2.1 The Charity is under an obligation to ensure that the results of projects that it funds are applied for the public good. To meet these obligations the Charity requires the Host Organisation, 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.

2.2 Arising Intellectual Property shall vest in and be owned by the Host Organisation; the Host Organisation shall ensure that all Project Personnel who work on the Project have signed agreements providing for automatic and immediate vesting in the Host Organisation of Arising Intellectual Property.

2.3 The Host Organisation shall notify the Charity promptly on the creation or development of any Arising Intellectual Property.

2.4 In the event that some of the Arising Intellectual Property is generated or developed by workers (including students) based at a Partner Organisation, the Host Organisation shall require that the Partner Organisation 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 Organisation and Partner Organisation(s), then that IP shall be jointly owned by the Host Organisation and the Partner Organisation.

2.5 If the Project is to be a collaboration involving the Host Organisation and Partner Organisation(s), then the Host Organisation is required to execute a collaboration agreement, which shall bind the Partner Organisation(s) to the provisions of the Contract. The Host Organisation shall indemnify the Charity for any failure by the Host Organisation to ensure that the obligations of the Contract are passed on to any Partner Organisation(s).

2.6 The Host Organisation shall make available all Background Intellectual Property for use in the Project and for the protection or exploitation of the Arising Intellectual Property. The Host Organisation will also use reasonable endeavours to obtain rights to use any third party IP that is necessary for undertaking the Project and the exploitation of the Arising Intellectual Property.

2.7 The Host Organisation 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 projects/research (including in collaborations), teaching, and publicity purposes.

2.8 If the Host Organisation 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 Organisation will provide all assistance reasonably 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.

2.9 Arising Intellectual Property, whether owned by the Host Organisation 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.

2.10 In the event that materials (such as educational resources, toolkits, modules, technology or other such similar) are generated using the Grant, such materials must be made available to non-commercial third parties for academic or not-for-profit quality improvement or other projects. The Host Organisation 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 Organisation 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.

2.11 Project Personnel may be paid an additional bonus (e.g. rewards to inventors) under the Host Organisation policies, but consistent with the Contract, in respect of the Arising Intellectual Property; however such sums shall come out of the Host Organisation 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 Organisation.

2.12 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.

2.13 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.

2.14 The Host Organisation must use diligent endeavours to ensure that no publication or presentation compromises the Host Organisation'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.

2.15 Where the Project is part-funded by a third party, the Host Organisation 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.

2.16 The Host Organisation understands that the Charity may make use of an intellectual property or technology transfer agent/ service provider. The Host Organisation is required to co-operate with such agents 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 Organisation and Partner Organisation(s) at mutually agreeable reasonable times in order to speak with scientists or TTO staff in relation to intellectual property and associated matters.

2.17 The Host Organisation shall indemnify and hold harmless the Charity for any and all loss or damage caused to the Charity by the Host Organisation as a result of the Parties entering into this Agreement, including Host Organisation use or management of Arising Intellectual Property.

2.18 The Host Organisation 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.

3. ARISING INTELLECTUAL PROPERTY OWNERSHIP

3.1 The Host Organisation 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 Organisation, in order to enable the Host Organisation to properly exploit the Arising Intellectual Property.

3.2 The Host Organisation is responsible for ensuring that the Host Organisation 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

3.3 The Host Organisation 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.

3.4 For clarity, the Host Organisation 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.

3.5 This revenue sharing policy also applies to revenue received by any Partner Organisation(s) who received the Grant (or part thereof).

4. ARISING INTELLECTUAL PROPERTY AND EXPENSES

4.1 The Parties agree that the Host Organisation 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 Organisation 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.

4.2 Direct Costs shall be paid by the Host Organisation and will then be deducted from Gross Revenue and/or Combination Package Gross Revenue.

4.3 If, at any time, the Host Organisation decides to abandon in any territory any or all patent applications or patents included in the Patent Rights ("Patent Rights for Abandonment"), the Host Organisation 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.

4.4 In the event the intellectual property rights are infringed by a third party, the Host Organisation 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 Organisation 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.

5. EXPLOITATION

5.1 Subject to clause 3.4, prior to granting any rights under the Arising Intellectual Property to any third party, the Host Organisation 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.

5.2 The Host Organisation 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 Organisation of a share of Net Revenue or of Combination Package Net Revenue.

5.3 Subject to the obligations in Clauses 5.1, 5.2 and 5.5, the Host Organisation 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 the Host Organisation.

5.4 The Host Organisation 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.

5.5 If the Host Organisation 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 Organisation 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.

5.6 Subject to third party rights, the Host Organisation 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 Organisation may deposit the Arising Materials in an appropriate repository, for subsequent onward distribution.

5.7 The Host Organisation 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 Organisation agrees to act (and shall require that any assignee or licensee acts) with the utmost care in terms of human health, wellbeing and ethics.

5.8 Where the Arising Intellectual Property is to be licensed or assigned as part of a Combination package, the Host Organisation shall determine an appropriate and reasonable WR, in accordance with the custom and practice of reasonable technology transfer offices. The Host Organisation shall consult with the Charity or its agent in making a determination of an appropriate WR.

6. REVENUE SHARING²

6.1 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 Organisation and fifty percent (50%) to Charity.

6.2 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 Organisation and fifty percent (50%) to Charity.

6.3 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.

6.4 The Host Organisation 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 the Host Organisation, subject to the terms of this policy.

7. RECORDS AND PAYMENTS

7.1 The Host Organisation shall keep complete and accurate accounts of all Direct Costs plus Gross Revenue and/or Combination Package Gross Revenue. Host Organisation 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 the Host Organisation. 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.

7.2 The Host Organisation, 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 Organisation shall so report. On receipt of such statement from the Host Organisation the Charity shall issue the Host Organisation with an invoice for any payment due to Charity, which will be paid by the Host Organisation in accordance with the instructions set out in the Charity invoice.

7.3 In the event that the Host Organisation 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.

8. CONFIDENTIALITY

8.1 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 Organisation.

8.2 The Charity may disclose the information referred to in Clause 8.1 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 Organisation's rights than this policy.

8.3 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.

9. INDEMNIFICATION

9.1 The Host Organisation 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.

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 Organisation received, and any other IP the Host Organisation has, which is being exploited together with the Arising Intellectual Property.