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**FIGHT FOR SIGHT**

**GRANT TERMS AND CONDITIONS**

**2023**

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Registered Office: 18 Mansell Street, London E1 8AA.

# FIGHT FOR SIGHT

## GRANT TERMS AND CONDITIONS

### 1 Introduction

- 1.1 These Grant Terms apply to all grants awarded by Fight for Sight after 1 April 2023.
- 1.2 No terms other than these Grant Terms, and any terms set out in the relevant Award Letter, will apply to any Fight for Sight grant, unless agreed in writing and signed by an authorised representative of Fight for Sight. Without limiting the previous sentence, no terms in any purchase order or other Host Institution document will apply to such grants.

### 2 Definitions

In these Grant Terms, the following words shall have the following meanings:

<b>Agreement</b>	The Award Letter, together with these Grant Terms.
<b>Application</b>	The proposal(s) or application(s) for funding submitted to Fight for Sight in relation to the Research, as identified in the Award Letter.
<b>Award Holder</b>	The individual who has responsibility for the leadership of the Research.
<b>Award Letter</b>	The letter from Fight for Sight to the Host Institution, signed by an authorised representative of Fight for Sight, under which Fight for Sight awards the Grant to the Host Institution.
<b>Background Intellectual Property</b>	<p>In relation to a Party, means:</p> <ul style="list-style-type: none"><li>(a) all Know-how known to the Party at the Research Start Date; and/or</li><li>(b) all Intellectual Property Rights owned by or licensed to the Party at the Research Start Date; and/or</li><li>(c) following the Research Start Date, all Know-how or Intellectual Property Rights owned by or licensed to the Party which is not Resulting Intellectual Property.</li></ul>
<b>Collaborator</b>	Any person (apart from the Host Institution, its employees, students and other individuals working at the Host Institution on the Research) involved in carrying out the Research with whom the Host Institution has entered into a collaboration agreement, material transfer agreement or other relevant agreement in accordance with Clause 3.7.
<b>Conflicting Activities</b>	Has the meaning given in clause 3.11.
<b>Fight for Sight</b>	The British Eye Research Foundation, a company incorporated in the United Kingdom and limited by guarantee, company number 05525503, and UK registered charity number 1111438.

<b>Grant</b>	The funding provided or to be provided by Fight for Sight for the performance of the Research.
<b>Grant Terms</b>	The terms and conditions set out in this document.
<b>Host Institution</b>	The university, NHS Trust or other legal entity to which the Grant is awarded, as set out in the Award Letter.
<b>Intellectual Property Rights</b>	Any and all patents, utility models, registered designs, unregistered design rights, copyright, database rights, rights in respect of confidential information, rights under data exclusivity laws, rights under orphan drug laws, rights under unfair competition laws, property rights in biological or chemical materials, extension of the terms of any such rights (including supplementary protection certificates), and applications for and the right to apply for any of the foregoing registered property and rights, and similar or analogous rights anywhere in the world.
<b>Know-how</b>	Unpatented technical information (including inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions) that is not in the public domain.
<b>Maximum Amount</b>	The maximum amount stated in the Award Letter.
<b>Net Receipts</b>	The amount of any payments received by the Host Institution in respect of the licensing, sale, use or other exploitation of Resulting Intellectual Property or any products or services that embody or were developed making use of Resulting Intellectual Property, (including sums received which derive from the sale of any shares or other securities obtained from a third party in consideration for the exploitation of Resulting Intellectual Property) less any legal and patent costs incurred by the Host Institution in obtaining intellectual property protection for the Resulting Intellectual Property and any external costs incurred by the Host Institution for the exploitation of the Resulting Intellectual Property.
<b>Parties</b>	Fight for Sight and the Host Institution, and “Party” means either of them.
<b>Qualifying Expenditure</b>	The costs that are properly and reasonably incurred exclusively for the purpose of carrying out the Research, that fall under one of the headings listed in the Award Letter and that are not funded from any source except the Grant.
<b>Research</b>	The research described in the Application and, where the Application relates only to part of a larger project, the Research means that part only.
<b>Research Period</b>	The Research period stated in the Award Letter and any extension to which Fight for Sight agrees under Clause 3.2. The Research Period starts on the Research Start Date.

<b>Research Start Date</b>	The start date set out in the Application or revised start date agreed in writing by Fight for Sight, on which work in the Research starts.
<b>Resulting Intellectual Property</b>	All Know-how, information, results and materials, which are conceived, first reduced to practice or writing, or developed in whole or in substantial part in the course of the Research and any Intellectual Property Rights arising from the foregoing.
<b>Third Party</b>	Any person other than a Party.

### 3 The Research

3.1 *Host Institution's obligation.* The Host Institution shall:

- (a) conduct the Research in accordance with the Application, the Award Letter and these Grant Terms;
- (b) ensure that the Research is led and performed by the Award Holder and by individual researchers at the Host Institution working under the Award Holder's supervision; and
- (c) within 30 days of the appointment of any researcher who is to work on the Research, notify Fight for Sight in writing of their appointment and provide a copy of their *curriculum vitae* to Fight for Sight.

3.2 *Duration of funding.* The Grant may not be used to cover Qualifying Expenditure incurred either before the Research Start Date or after the end of the Research Period.

3.3 *Lapse of Grant.* Unless otherwise agreed in writing by Fight for Sight, the Grant shall automatically lapse and the Award Letter shall automatically terminate if:

- (a) appointments to all the positions funded by the Grant are not made by the Research Start Date; or
- (b) the Research is not begun within 6 months of the Research Start Date.

3.4 *Change to Research or Award Holder.* The Host Institution shall ensure that the Award Holder does not change the Research without first obtaining Fight for Sight's written consent. The Host Institution shall notify Fight for Sight immediately if there is any proposal to change the Award Holder. If the Award Holder moves to another institution or employer, or ceases for any other reason to lead the Research, the Host Institution shall promptly propose a suitable person as their replacement. The Host Institution shall not appoint any replacement for the Award Holder without Fight for Sight's prior written agreement. The Research may only be extended beyond the Research Period with Fight for Sight's written agreement.

3.5 *Responsibility for staff, etc.* The Host Institution is responsible for all activities and costs associated with the employment or other engagement of researchers and other individuals who perform work in relation to the Research. Fight for Sight's sole responsibility is to pay the fixed amount(s) stated in the Award Letter, subject to the provisions of the Agreement. Without limiting the scope of this clause 3.5:

- (a) Fight for Sight will not pay for salary increases or other increases in costs arising during the term of the Research, unless and to the extent specifically stated in the Award Letter; and
- (b) the Host Institution shall indemnify Fight for Sight in respect of all claims from such

individuals and associated costs, including claims in respect of employment rights and inventors' compensation, and

- (c) the Host Institution will not deduct any payments made to inventors, academic departments or others when calculating Net Receipts.
- 3.6 *Equipment.* Equipment purchased with or primarily with the Grant must be used for the Research. It will belong to the Host Institution and must not be sold or transferred to any other person before or after the completion of the Research.
- 3.7 *Collaboration Agreement.* The Host Institution shall enter into a collaboration agreement, material transfer agreement or other suitable written agreement with any company or other organisation involved in carrying out the Research. That agreement must include terms governing the ownership and exploitation of the Resulting Intellectual Property, and must not conflict or be inconsistent with the Application, these Grant Terms and the Award Letter.
- 3.8 *Collaborator's duties.* The Host Institution shall make each Collaborator aware of the terms of the Agreement and shall ensure that they comply with those terms.
- 3.9 *Subcontracting.* The Host Institution may subcontract the performance of any of the Research to a Third Party, provided that the Host Institution retains ownership of all the results arising from the performance of any of the Research subcontracted to a Third Party.
- 3.10 *Compliance.* The Host Institution shall ensure that:
  - (a) the Research is carried out in accordance with the terms of the Agreement, and with all relevant legislation and regulations (whether existing at the date of the Award Letter or coming into force during the Research Period);
  - (b) all necessary licences and consents for the Research (including any necessary Research Ethics Committee approvals) are obtained, maintained, and complied with throughout the Research Period;
  - (c) if animals are used in the Research, they are used only to the minimum extent necessary, best practice will be followed in their use, and the relevant guidance of the Association of Medical Research Charities and of the National Centre for the Replacement, Refinement and Reduction of Animals in Research (NC3Rs) will be followed;
  - (d) Fight for Sight will not be named or treated as the "sponsor" of the Research under any relevant legislation' and
  - (e) All organisations applying for or receiving grant funding have the primary responsibility for safeguarding beneficiaries, staff and volunteers, and must take all the necessary steps to ensure that their organisation is operating in a safe and secure environment.

Where the grant holder works directly with children and / or vulnerable adults, Fight for Sight expects trained designated safeguards leads to be in place, and that adequate training is given to all staff and volunteers working directly with vulnerable groups.

Fight for Sight expects timely notifications of serious concerns or incidents during the project duration. Fight for Sight expects any safeguarding allegation or suspicion at a grant holder to be handled through that organisation's policy, and to be dealt with sensitively respecting the rights and feelings of the victim and the integrity and reputation of the organisation.

3.11 *Conflicts of interest, etc.* The Host Institution shall promptly notify Fight for Sight if the Award Holder or any member of their team participates in any research or other activity that may prejudice their ability to perform the Research in accordance with the Agreement or that may result in concerns about conflicts of interest or duty (together, “Conflicting Activities”).

## **4 Payment**

4.1 *Invoices.* The Host Institution shall invoice Fight for Sight in such form and within the time periods stated in the Award Letter. Fight for Sight may decline to pay any invoice that does not comply with those requirements and time periods. All payments will be made to an account of the Host Institution that the Host Institution shall notify to Fight for Sight from time to time.

4.2 *No prejudice.* Payment by Fight for Sight shall be without prejudice to any claims or rights which Fight for Sight may have against the Host Institution and shall not constitute any admission by Fight for Sight as to the performance by the Host Institution of its obligations under these Grant Terms.

4.3 *Withholding of payment.* Fight for Sight may withhold any payment if the Host Institution or any Collaborator has not complied with these Grant Terms or the Award Letter.

4.4 *Qualifying Expenditure.* All claims for payment must relate to Qualifying Expenditure and be accompanied by reasonable evidence that the expenditure has been incurred.

4.5 *Overpayments.* The Host Institution shall refund to Fight for Sight any overpayments as soon as they are discovered.

4.6 *Reimbursement.* The Grant is made by way of reimbursement of Qualifying Expenditure, but shall not exceed the Maximum Amount, and Fight for Sight will not pay more than the Maximum Amount.

4.7 *Transfer of funds.* The Host Institution may not transfer funds between fund headings (as shown in the Award Letter), for instance it may not use funding allocated for staff to fund the purchase of equipment, nor may the Host Institution depart from the periodic profile of expenditure shown in the Award Letter and carry forward expenditure from one accounting year to another without first obtaining Fight for Sight’s written consent.

### **4.8 VAT**

(a) The Host Institution may not use any of the Grant to cover input VAT paid by the Host Institution on the purchase of goods and services that are classed as zero-rated or outside the scope of VAT by HM Revenue and Customs (HMRC).

(b) The Host Institution is not providing a service to Fight for Sight and therefore no VAT is payable by Fight for Sight to the Host Institution in addition to the Grant.

## **5 Reporting, records, and audit**

5.1 *Records.* The Host Institution shall keep, and shall ensure that each Collaborator and any subcontractor keeps, complete and accurate accounts and records in connection with the Research for at least six years after the end of the financial year in which final payment of the Grant is made by Fight for Sight.

5.2 *Access.* The Host Institution shall provide, and shall ensure that each Collaborator and each subcontractor provides, all information and access to its accounts and records reasonably requested by Fight for Sight to allow Fight for Sight to monitor the progress of the Research and verify that the Host Institution and the Collaborators are complying with these Grant Terms and the Award Letter, and that the Grant is being used for the purpose

for which it is provided.

- 5.3 *Audit.* If Fight for Sight considers that the Host Institution or any Collaborator may not have complied with these Grant Terms, Fight for Sight may appoint, and the Host Institution shall allow and shall ensure that each Collaborator and each subcontractor allows, an independent auditor to inspect and take copies of its accounts and records relating to the Research, and (if the audit reveals any overpayment) the cost of that audit shall be borne by the Host Institution and paid to Fight for Sight on request.
- 5.4 *Reports.* The Host Institution shall measure the progress and success of the Research against the milestones described in the Application and report that progress and success to Fight for Sight as requested in the Award Letter. Failure to report as requested may cause delay or withholding of payment, termination of the Grant and refusal to consider further applications from the Award Holder.

## **6 Data protection and publication**

- 6.1 *Data protection.* Fight for Sight may use any personal data provided to it by the Host Institution or the Award Holder in connection with the Application or the Research for the purpose of processing and assessing the Application, administering the Grant, reviewing the Research, statistical analysis in relation to projects funded by Fight for Sight or any other public body, and policy and strategy. The Host Institution shall ensure that all individuals involved in the Research are aware of these purposes and consent to Fight for Sight's use of their personal data in this way.
- 6.2 *Acknowledgement.* Subject to the provisions of this clause 6, the Host Institution shall acknowledge, and shall ensure that each Collaborator shall acknowledge, Fight for Sight's support of the Research in any press release, publicity material or publication relating to the Research and at every external conference at which an employee of the Host Institution or a Collaborator speaks about the Research by including the following wording in that publication or presentation: *"This research was funded by Fight for Sight"* together with Fight for Sight's logo.
- 6.3 *Logo.* The Host Institution may use Fight for Sight's logo only in the exact form provided by Fight for Sight from time to time and in accordance with any rules supplied by Fight for Sight from time to time.
- 6.4 *Publication.* The Host Institution shall ensure the timely publication of the results of the Research and abide by Fight for Sight's open access policy (available on its website). The Host Institution shall promptly notify Fight for Sight of the acceptance for publication and of the actual publication of all information resulting from the Research including, but not limited to, scientific publications, patent applications and non-confidential presentations. The Host Institution shall ensure that research papers arising from the Research are deposited in institutional repositories and made freely available on the internet. One copy of each published research paper (pdf final version) relating to the Research must be provided to Fight for Sight as soon as available.
- 6.5 *Press releases, etc.* The Host Institution must obtain Fight for Sight's prior written approval of both the timing and content of any press statement, associated with the Research, made by the Host Institution or the Award Holder. Fight for Sight itself may wish to prepare a press statement about the award and/or the results arising from it, for which the Host Institution shall provide, and ensure that the Award Holder provides, full cooperation. Fight for Sight shall not publish or disclose the results of the Research before they have been published in a peer reviewed journal or before any initial patent application has been made for the Resulting Intellectual Property unless otherwise agreed by the Host Institution.

## **7 Intellectual Property**

- 7.1 *Background and Resulting Intellectual Property.* All Background Intellectual Property used in connection with the Research shall remain the property of the Party or Third Party which introduced it. As between Fight for Sight and the Host Institution, all Resulting Intellectual Property shall vest in the Host Institution. The Host Institution shall ensure that it has agreements (which may include employment contracts) in place with its employees, students and other members of the Research team, that vest ownership of Resulting Intellectual Property in the Host Institution. The Host Institution shall not enter into any agreement with another funder, a Collaborator or any other person in relation to the funding or conduct of the Research, if those terms provide for any person other than the Host Institution to own all or part of the Resulting Intellectual Property or have any control of its commercial exploitation.
- 7.2 *Protection of Resulting Intellectual Property.* The Host Institution shall promptly take reasonable steps to protect any potentially valuable Resulting Intellectual Property, e.g. by filing patent applications. The Host Institution shall ensure that any publication of the results of the Research is done in a manner that does not prejudice such protection, and that delays to publication are kept to the minimum necessary to secure reasonable Intellectual Property Rights protection. If the Host Institution decides not to protect, or to cease protecting, any Resulting Intellectual Property on the grounds of cost, lack of market opportunity, lack of commercialisation knowledge, or for other reasons, it will so notify Fight for Sight and give Fight for Sight the opportunity to do so in the name of Fight for Sight, and will cooperate with Fight for Sight in relation to any actions that Fight for Sight may wish to take.
- 7.3 *Exploitation.*
- (a) The Host Institution shall use all reasonable endeavours to ensure that any potentially valuable Resulting Intellectual Property is exploited and that there is a suitable financial return to the Host Institution. However, the Host Institution must obtain the prior written consent of Fight for Sight before using, or authorizing the use of, Results for any commercial purpose, such consent not to be unreasonably withheld or delayed provided that the Host Institution:
- (i) shall keep Fight for Sight regularly and promptly informed about such exploitation, and provide information to Fight for Sight as requested from time to time;
  - (ii) agrees to enter into a revenue share agreement for the sharing of Net Receipts in accordance with the AMRC guidance (as amended from time to time) set out on the AMRC website <https://www.amrc.org.uk/Handlers/Download.ashx?IDMF=ed8734fb-68ad-4c57-8641-f6e817046625>.
- (b) Where (x) the Research (including further development of the results of the Research) receives funding from any Third Party, who also requires a share of revenue, in addition to Fight for Sight's funding or (y) the Resulting Intellectual Property is exploited in a package together with other intellectual property of the Host Institution, then after calculating Fight for Sight's share of revenue in accordance with Clause 7.3(a)(ii), the Parties, to determine the actual payments due to Fight for Sight, shall agree in good faith i) the weighting of Fight for Sight's funding with respect to the total funding received (whose funding body also requires a share of revenue) in case of (x), and/ or ii) the weighting the Resulting Intellectual Property as a contribution to the whole package in case of (y).
- (c) In the event the Host Institution receives any shares or other securities in consideration for the rights granted for the exploitation of the Resulting Intellectual Property the terms set out in this Clause 7.3 to calculate a share of Net Receipt shall be applied to the sums



received by the Host Institution at the time such shares or other securities are sold or realized.

- (d) The Host Institution shall comply with the following obligations in respect of payments under this Clause 7.3:
- (i) payments will be made within 60 days of the end of each quarterly period ending on 31 March, 30 June, 30 September and 31 December respectively, in respect of Net Receipts received by the Host Institution during such quarter;
  - (ii) each payment will be sent to Fight for Sight with a statement showing how the payment has been calculated and providing such other information as Fight for Sight may request; and
  - (iii) the Host Institution shall maintain written records and accounts in respect of its receipts from the exploitation of Resulting Intellectual Property and associated products and services. At Fight for Sight's request, the Host Institution shall make such records and accounts available for inspection from time to time by an auditor appointed by Fight for Sight.
- (e) If there is any dispute between the Parties over the calculation, or basis for calculation, of any amounts due to Fight for Sight under this Agreement, either Party may refer the dispute to an independent firm of chartered accountants who will act as an expert and not as an arbitrator, whose costs will be borne equally by the Parties and whose decision will be final and binding on the Parties. If the Parties cannot agree on the identity of the expert, the expert will be chosen by the President for the time being of the Institute of Chartered Accountants in England and Wales.
- (f) If the Host Institution is no longer interested in exploiting any item of Resulting Intellectual Property, or otherwise fails to comply with its obligations under this Clause 7.3, it shall so notify Fight for Sight and at Fight for Sight's request shall assign the ownership of such Resulting Intellectual Property to Fight for Sight or its nominee.
- (g) The Host Institution shall not assign Resulting Intellectual Property to any person without Fight for Sight's prior written consent, such consent not to be unreasonably withheld. Without limiting the scope of the previous sentence, the Host Institution shall ensure that its obligations under this Clause 7.3 are binding on any person to whom the Host Institution assigns Resulting Intellectual Property.

#### 7.4 *Fight for Sight's rights.* The Host Institution:

- (a) shall allow Fight for Sight to use information provided in the Application for fundraising and marketing purposes and for aggregated data analysis; and
- (b) hereby grants and agrees to grant Fight for Sight a non-exclusive licence to use and disseminate the results of the Research and all Resulting Intellectual Property in a non-commercial manner in pursuit of Fight for Sight's charitable objectives provided that Fight for Sight ensures that any such use or dissemination is done in a manner that does not prejudice any Resulting Intellectual Property protection or commercial exploitation.

## 8 **Warranties and Liabilities**

### 8.1 *Host Institution's warranty.* The Host Institution represents, warrants, and undertakes that:

- (a) all information provided to Fight for Sight in connection with the Application or otherwise in connection with the Research is (and shall, unless Fight for Sight is notified otherwise, continue throughout the Research to be) accurate and complete in all material respects;

- (b) there are no facts or circumstances that might affect the decision of Fight for Sight to award or not to award the Grant that have not been disclosed to Fight for Sight; and
  - (c) the Host Institution is not aware of any circumstances that might affect the success of the Research (although the Research is experimental in nature and the Host Institution does not warrant that any particular results shall be obtained).
- 8.2 *No other warranties.* Each Party acknowledges that it does not enter into these Grant Terms in reliance on any representation, warranty, or other provision except as expressly provided in these Grant Terms, and any conditions, warranties, or other terms implied by statute or common law are excluded from these Grant Terms to the fullest extent permitted by law.
- 8.3 Fight for Sight accepts no responsibility, financial or otherwise, for expenditures (or liabilities arising out of such expenditure) or liabilities arising out of the Research other than those specifically listed in the Award Letter.
- 8.4 Fight for Sight will not be liable for and shall not indemnify the Host Institution, the Award Holder or any other person working on the Research (including employees, students, visiting fellows and subcontractors) against any claims for compensation or against any other claims (whether under any statute or regulation or at common law) for which the Host Institution may be liable as an employer or otherwise.

## **9 Duration and termination**

- 9.1 *Research Start and termination by expiry.* The Award Letter shall come into effect on the Research Start Date and, unless terminated earlier in accordance with this Clause 9, continue until the end of the Research Period, or until any later date agreed in writing between the Parties.
- 9.2 *Early termination.* Either Party may terminate the Agreement by notice to the other Party in writing and without liability for such termination if:
- (a) the necessary regulatory permissions are not obtained and/or approvals previously granted for the performance of the Research are withdrawn; or
  - (b) (except where paragraph (c) or (d) applies) the Award Holder becomes unavailable to continue his or her supervision of the Research and a replacement acceptable to both Parties is not found; or
  - (c) if the Award Holder has a clinical fellowship or early career investigator award, they end their research activity or otherwise become unavailable to perform the Research; or
  - (d) if the PhD Student appointed by the Award Holder ends their research activity; or
  - (e) a medicinal product, medical device, information, or materials critical to the Research cannot be sourced; or
  - (f) the Host Institution informs it, or it otherwise becomes aware, of Conflicting Activities, and Fight for Sight considers that the Conflicting Activities are significant and make it inappropriate to continue funding the Research.
- 9.3 *Breach.* If the Host Institution is in material or continuing breach of any of its obligations under the Agreement, Fight for Sight may, by giving advanced written notice of at least thirty (30) days to the Host Institution, do any or all of the following:
- (a) suspend payment of the Grant; or
  - (b) terminate the Grant and the Agreement, in which case Fight for Sight may:

- (i) cease paying the Grant;
- (ii) require the Grant to be repaid (partially or in full); and/or
- (iii) require any asset whose purchase or acquisition has been funded using the Grant to be transferred to Fight for Sight.

9.4 *Consequences of termination.* In the event of termination of the Agreement, the following provisions shall apply:

- (a) Fight for Sight shall, subject to the prior compliance of the Host Institution with its obligations on termination, upon receipt of a valid invoice, pay to the Host Institution any outstanding monies due to the Host Institution as at the date of termination in respect of work done in the Research prior to termination.
- (b) The Host Institution shall ensure that there is prompt refund to Fight for Sight of the amount, if any, by which the cumulative cost paid by Fight for Sight to the Host Institution exceeds the actual commitments incurred by the Host Institution under the Grant up to the date of termination.

9.5 *Survival.* Clauses 3.5(b), 3.6, 5.1, 5.3, 5.4, 6, 7, 8, 9.4 and 9.5 shall survive the completion or termination of the Research and the termination of the Agreement, and shall continue in force indefinitely.

9.6 *Accrued rights.* Any termination of the Agreement under this Clause 9 shall be without prejudice to any other rights or remedies of any Party under these Grant Terms or at law, and shall not affect any accrued rights or liabilities of any Party at the date of termination.

## **10 General**

10.1 *Amendment.* These Grant Terms may only be amended in writing and signed by duly authorised representatives of Fight for Sight and the Host Institution.

10.2 *Assignment.* Neither Party shall assign, mortgage, charge, or otherwise transfer any rights or obligations under these Grant Terms without the prior written consent of the other Party.

10.3 *No agency.* Neither Party shall act or describe itself as the agent of the other, nor shall it make or represent that it has authority to make any commitments on the other's behalf.

10.4 *Interpretation.* In these Grant Terms, references to Clauses mean clauses of these Grant Terms; references in these Grant Terms to termination shall include termination by expiry; and where the word "including" is used it shall be understood as meaning "including without limitation".

### **10.5 Notices**

- (a) Any notice to be given under these Grant Terms shall be in writing and shall be sent by first-class mail, or by email (confirmed by first-class mail) to the address of the relevant Party set out in the Award Letter, or such other address or email number as that Party may from time to time notify to the other Party in accordance with this Clause 10.5.
- (b) Notices sent as above shall be deemed to have been received three working days after the day of posting, or on the next working day after transmission (in the case of email messages).

10.6 *Law and jurisdiction.* The validity, construction and performance of the Agreement shall be governed by the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English and Welsh courts to which the parties hereby submit, except that a Party may seek an interim injunction in any court of competent jurisdiction.

- 10.7 *Further action.* Each Party agrees to execute, acknowledge and deliver such further instruments, and do all further similar acts, as may be necessary or appropriate to carry out the purposes and intent of the Agreement.
- 10.8 *Entire agreement.* The Agreement sets out the entire agreement between the Parties, relating to its subject matter, and supersedes all prior oral or written agreements, arrangements, or understandings between them relating to such subject matter. The Parties acknowledge that they are not relying on any representation, agreement, term, or condition which is not set out in the Agreement.
- 10.9 *Third parties.* The Agreement does not create any right enforceable by any person who is not a party to it.
- 10.10 *Dispute resolution.* Subject to Clause 7.3(e), If any dispute arises out of this Agreement the Parties will first attempt to resolve the matter informally through designated senior representatives of each Party to the dispute, who are not otherwise involved with the Project. If the Parties are not able to resolve the dispute informally within a reasonable time not exceeding two (2) months from the date the informal process is requested by notice in writing they will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. In the event that the conflict or dispute persists, the matter shall be settled by the exclusive jurisdiction of the English and Welsh courts.
- 10.11 *Force majeure.* A Party shall not be liable for failure to perform its obligations under this Agreement, nor be liable to any claim for compensation or damage, nor be deemed to be in breach of this Agreement, if such failure arises from an occurrence or circumstances beyond the reasonable control of that Party including acts of God; acts, regulations and laws of any government; strikes or other concerted acts of workers; fire; floods; epidemics; pandemics; explosions; riots; wars; rebellion; and sabotage.
- If a Party affected by such an occurrence causes a delay of three (3) months or more, and if such delay may reasonably be anticipated to continue, then the Parties shall discuss whether continuation of the Research is viable, or whether the Research and this Agreement should be terminated.