

## Award Conditions – LifeArc Chronic Respiratory Infection Repurposing (Second Phase) Award

### 1. Funding Agreement

- 1.1 The Agreement between LifeArc and the Recipient in respect of the Award is comprised of the Award Letter and these Award Conditions. In the event of any inconsistency between the Award Letter and Award Conditions, the Award Letter shall prevail.
- 1.2 Unless the context requires otherwise, words beginning with a capital letter shall have the meaning set out in clause 19.1 (Definitions). The Agreement shall be interpreted in accordance with the provisions in clause 19.2 (Interpretation).

### 2. Funding and Purpose of Award

- 2.1 Purpose of Award. The purpose of the Award is to fund the Project in furtherance of LifeArc's Charitable Purposes. The Recipient may only use the Award to deliver the Project in accordance with the Project Plan, Project Budget and the Agreement.
- 2.2 Project duration. Unless otherwise agreed by LifeArc in writing, the Recipient must commence the Project within one (1) month of the Project Start Date. The Recipient must not use the Award to pay for any expenditure commitments entered into before the Project Start Date or incurred after the Project End Date unless specifically agreed in writing with LifeArc.
- 2.3 Delivery of Project Plan. The Recipient is responsible for delivery of the Project Plan and in doing so, shall:
  - 2.3.1 ensure it has (or it is soon expected to obtain within timeframes agreed with LifeArc in the Award Letter) all resources and expertise reasonably necessary to deliver the Project Plan in accordance with the Agreement (assuming due receipt of the Award);
  - 2.3.2 ensure that the Project Plan is carried out under the direction and active management of the Key Individual(s);
  - 2.3.3 use all reasonable endeavours to meet each Milestone by the relevant Milestone Date and obtain prior written agreement from LifeArc for any changes to Milestones and/or Milestone Dates following the Request for Change Procedure (see clause 4); and
  - 2.3.4 ensure that all activities conducted under the Project Plan are carried out in accordance with all applicable legal, health and safety, data protection, ethical and regulatory requirements (including NC3R guidance and advice, any clinical trials registration and Clinical Practice Standards) and research standards.
- 2.4 Licences and approvals. The Recipient shall ensure that all licences and approvals (including ethical and regulatory approvals) necessary to conduct activities under the Project Plan have been obtained and are in place before commencement of relevant activities requiring such licences or approvals. The Recipient shall ensure the Award Letter includes details of all such licences and approvals obtained and shall keep LifeArc updated in writing in relation to the same. Where the Recipient is yet to obtain all such licences and approvals, the Recipient must ensure the details of, and timelines for their obtainment, are explicitly set out in the schedules to the Award Letter or otherwise agreed in writing with LifeArc. The Recipient shall provide to LifeArc upon request acting reasonably (under obligations of confidence) all such licences and approvals necessary to conduct activities under the Project Plan.

- 2.5 Obligations of 'sponsor'. In accepting the Award, the Recipient acknowledges and agrees that LifeArc is not a 'sponsor' and shall not have any responsibility or liability as 'sponsor' (or as co-sponsor or secondary sponsor) under any relevant legislation in respect of any activities involving human participants or other clinical activities conducted under the Project Plan. To the extent relevant and applicable to the Project, the Recipient undertakes to LifeArc that the Recipient shall ensure that one or more persons (whether the Recipient and/or a third party) has accepted responsibility for the obligations and liabilities of 'sponsor' under any relevant legislation, including under the Medicines for Human Use (Clinical Trials) Regulations 2004 or the Clinical Trials Regulation (Regulation (EU) No 536/2014), as applicable, each as amended from time to time, and for compliance with all other legal requirements in respect of such clinical trials.
- 2.6 Permitted expenditure. The Recipient shall only use the Award for directly incurred and identifiable costs of the Project as specified in the Project Budget and ensure that the Award is not used to pay for any indirect costs or overheads of the Recipient or any third party (including, for the avoidance of doubt, rent, general utilities, general staffing and management costs) unless such indirect costs or overheads are explicitly agreed by inclusion in the Project Budget and are necessary to further the aims of the Project.
- 2.7 Equipment and assets.
- 2.7.1 The Recipient shall ensure that any equipment or other assets funded by the Award (as directly incurred and identifiable costs of the Project in accordance with clause 2.6) are: (i) purchased in accordance with appropriate procurement procedures in a manner that delivers value for money; (ii) primarily used to deliver the activities under the Project Plan during the Project Period; and (iii) during the period of the Award, adequately maintained and insured for all appropriate risks. The Recipient shall obtain LifeArc's written permission to hire out, lend, sell, gift, transfer or otherwise dispose of any equipment/assets funded (in whole or in part) by the Award.
- 2.8 Employment. LifeArc does not act as employer or accept any employer-type responsibility for those employed or otherwise engaged by the Recipient to carry out the Project. In all cases where funding is provided for the employment or engagement of staff, the Recipient must accept full responsibility for the management of and liabilities in respect of all staff employed in or involved in the Project.
- 2.9 Subcontracting and subgranting.
- 2.9.1 The Recipient must not subcontract or subgrant any of its obligations or other activities under the Project Plan except as explicitly approved by LifeArc in the schedules to the Award Letter or with LifeArc's prior written approval obtained under the Request for Change Procedure (clause 4). The Recipient must also comply with clauses 2.9.2 and 2.9.3.
- 2.9.2 If the Recipient wishes to subcontract or subgrant any of its obligations or other activities under the Project Plan, the Recipient shall:
- (a) upon request, provide LifeArc with such details and documents as reasonably requested (including the identity of the third party, scope of work and budget);
  - (b) undertake appropriate due diligence on any proposed subcontractors or subgrantees and engage such third parties in a manner that delivers value for the Project, including following appropriate procedures as applicable (such as the procurement procedures of the Recipient); and
  - (c) enter into a suitable agreement with the approved subcontractor/subgrantee which imposes obligations on the subcontractor or subgrantee enable the Recipient to comply

with its obligations under the Agreement (including, but not limited to, with respect to Funded IP and exploitation under clause 10) and provide copies of the same to LifeArc upon request.

- 2.9.3 The Recipient shall remain accountable to LifeArc for the conduct of the Project Plan and management of the Project and liable for all acts and omissions of its subcontractors and/or subgrantees (including the acts or omissions of those engaged or employed by or on behalf of them). For the avoidance of doubt, this clause 2.9 applies to subcontracting and/or sub-granting arrangements with academic, not-for-profit and commercial collaborators and/or contract research organisations.
- 2.10 Public benefit. The Recipient must ensure that the Award, the activities under the Project Plan and the Funded IP (including any useful data or results) are undertaken or applied in a manner which furthers LifeArc's Charitable Purposes for the public benefit, and that any private benefit to any person arising from the Award and such activities is only incidental and not excessive. LifeArc may impose such additional conditions (acting reasonably) as it considers necessary to ensure that the Award constitutes proper charitable expenditure in accordance with the Agreement and LifeArc's obligations as a charity under UK charity law and regulations.

### 3. **Payment of Award**

- 3.1 Distribution of Award. Subject to the Recipient's compliance with the Agreement (including reporting under clause 8), LifeArc shall make the Award available to the Recipient in quarterly tranching amounts paid in arrears, in accordance with the Award Letter. No such tranching payment shall be made by LifeArc unless and until LifeArc is reasonably satisfied that: (i) such payment will be used to pay for or reimburse costs properly incurred in accordance with the Agreement; and (ii) the Recipient has, where relevant, made satisfactory progress (as determined by LifeArc acting reasonably) against the relevant Milestone(s) with reference to the Milestone Date(s) having been met.
- 3.2 Drawdown Notice and payment mechanism. Subject to clause 3.1, the Recipient may request payment of the relevant quarterly tranche of the Award in arrears by submitting a drawdown notice to LifeArc (a "**Drawdown Notice**"), in such format and with such detail as reasonably requested by LifeArc. Following written approval of a Drawdown Notice by LifeArc, LifeArc will endeavour to pay the amounts requested within 45 days.
- 3.3 Financial controls. The Award funds shall be paid into a bank account in the name of the Recipient, which must be an ordinary business bank account in the country where Recipient is established. The Recipient shall ensure that appropriate financial controls are in place in relation to this bank account. The Recipient shall not transfer any part of the Award to bank accounts which are not ordinary business accounts in the country where the Recipient is established, without the prior written consent of LifeArc.
- 3.4 Overspend. The amount of the Award shall not be increased, except in exceptional circumstances and only if agreed in writing by LifeArc in its sole discretion under the Request for Change Procedure (see clause 4). The Project Budget submitted by the Recipient should make adequate provision for indexation of certain operational costs (including any salary rises) over the course of the Project and increased costs of this nature will not constitute exceptional circumstances for the purposes of this clause 3.4.
- 3.5 Reconciliation. The Parties shall carry out a reconciliation every six months from the Project Start Date, as part of the Final Report, and at any other time upon request by LifeArc to verify that the Award distributed to the Recipient to-date has been spent in accordance with the Project Plan and Project Budget, with the Recipient completing the template provided by LifeArc. In the event of any

underspend against the Project Budget by the Recipient, the Parties shall discuss any adjustments to the Project Plan, Project Budget and payment schedule as may be required and agree any change required in accordance with the Request for Change Procedure (clause 4). LifeArc may, in its discretion, determine that any such underspend shall be deducted from subsequent Award instalments (reducing the total amount of the Award payable to the Recipient), be reallocated to other activities that furthers LifeArc's Charitable Purposes, or be repaid to LifeArc within thirty (30) days of Recipient receiving a written request for such repayment from LifeArc. Any overspend shall be dealt with in accordance with clause 3.4.

- 3.6 Errors. The Recipient shall promptly repay (following receipt of a written request from LifeArc) to LifeArc any money incorrectly paid to it as a result of an administrative error or otherwise. This includes situations where an incorrect sum of money has been paid or where Award monies have been paid in error before all conditions attaching to payment were complied with by the Recipient. The Recipient shall promptly inform LifeArc upon the Recipient becoming aware of any such erroneous payments.
- 3.7 VAT. The Parties agree that any distribution of the Award from LifeArc to the Recipient under the Agreement is outside the scope of UK value added tax or any other equivalent tax (together "**VAT**"). If at any time HM Revenue and Customs (or any other relevant tax authority) determines that VAT is due on any such payment, the Parties agree that Award shall be treated as being inclusive of VAT. LifeArc shall have no liability in relation to any VAT, default interest and/or penalties that any relevant tax authorities may levy on the Recipient, and the Recipient hereby undertakes to indemnify, and to keep indemnified, LifeArc in full and on demand against any and all Losses (whether in connection with any reverse charge mechanism or otherwise) which may be suffered, incurred or payable by or brought against LifeArc in relation to VAT, default interest and/or penalties in connection with the Agreement.

#### **4. Request for Change Procedure**

- 4.1 The Recipient may amend the Project Plan and/or Project Budget (or operational details under the Award Letter) provided that any changes are set out in a request for change form (using the template provided by LifeArc) and approved in writing in advance by LifeArc in its sole discretion. For clarity, LifeArc is under no obligation to approve any proposed change and may request amendments or impose such conditions as it thinks fit prior to providing its approval.
- 4.2 The Award must not be used to pay for any changes to the Project Plan that have not been notified and approved by LifeArc under this clause 4, and LifeArc reserves the right to withhold, suspend or terminate the Award in such circumstances under clause 13.1.2.

#### **5. Key Individuals and Transfer of Award**

- 5.1 Notification. The Recipient must notify LifeArc promptly if any Key Individual (i) notifies the Recipient that they intend to transfer or have transferred to another institution, and/or (ii) if any Key Individual is, for any reason, unable or unwilling to continue their activities under the Project Plan (whether permanently or temporarily).
- 5.2 Prior approval for new Key Individual or transfer. The Recipient must obtain LifeArc's prior written consent before replacing any individual performing the role of a Key Individual or transferring any part of the Award to another institution. In seeking such consent, the Recipient shall: (i) provide details of any replacement candidates and their credentials; and (ii) follow the requirements of the Request for Change Procedure (see clause 4). Without prejudice to any other rights, LifeArc may require that the Recipient suspend the activities under the Project Plan (and the expenditure of Award funds) until the Recipient and LifeArc agree the identity of the replacement for the Key

Individual, and if a suitable replacement is not agreed within a reasonable time period, LifeArc may withhold, suspend or terminate the Award in accordance with clause 13.1.3.

## **6. Additional Funding or Resources for Activities under the Project Plan**

- 6.1 Itemisation. The Project Budget and Project Plan should list any other funding or contribution secured for the activities under the Project Plan in addition to the Award and itemise which parts of the Project are to be funded by LifeArc versus by a third party and/or the Recipient itself.
- 6.2 Conditions on funding/contributions from third parties. The Recipient is encouraged to leverage complementary funding or contributions/resources from third parties for activities under the Project Plan and the Recipient shall include all such inputs from third parties within the Project Plan. Any proposed additional such inputs from third parties not included within the Project Plan shall require the Recipient to submit a request under the Request for Change Procedure (see clause 4). LifeArc will take account of the following considerations, among other things, when reviewing any such request:
- 6.2.1 whether the additional funding or contribution duplicates funding provided by LifeArc;
- 6.2.2 whether any conditions attached to such additional funding or contribution are inconsistent with, or prevents fulfilment of, the Agreement (including the requirements in relation to Funded IP and exploitation under clause 10); and
- 6.2.3 whether the additional funding or contribution might, in the reasonable opinion of LifeArc, bring the reputation of LifeArc or activities of the Project Plan into disrepute.
- 6.3 Notification and reporting to LifeArc. The Recipient shall promptly confirm to LifeArc in writing the details of any additional funding or contribution secured for the activities under the Project Plan, including the amount and/or type of contribution/resource and identity of the funder/contributor, and provide updates in relation to the same in its Progress Reports and Final Report.

## **7. Accounts and Records**

- 7.1 Accounts and records. The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Award received by it. To the extent that any part of the Award is held by the Recipient it shall be shown as a restricted fund and shall not be included under general funds.
- 7.2 Review/audit. The Recipient shall:
- 7.2.1 keep all invoices, receipts and accounts, contracts and any other relevant documents relating to the expenditure of the Award in accordance with its data retention policy, and at a minimum, for at least six (6) years following receipt of the Award funds to which they relate and provide a copy of the same to LifeArc (under obligations of confidence) upon request;
- 7.2.2 allow LifeArc and its authorised representatives to review and/or audit, at LifeArc's expense and on reasonable notice, the Recipient's accounts, records and systems that relate to the receipt and expenditure of the Award and to take copies of the same and the Recipient shall be subject to such review and/or audit by LifeArc during the period of the Award and for three (3) years after the Project End Date; and
- 7.2.3 ensure the Recipient is able to audit the conduct of the activities under the Project Plan and use of the Award by the Key Individuals and any other persons involved in the Project in such a way

that enables the Recipient to ensure its compliance with its obligations to LifeArc under the Agreement.

7.3 Policies and procedures. The Recipient must ensure that it, and shall procure that any third party involved in the conduct of any part of the Project and/or which receives any part of the Award, has in place appropriate policies and procedures, and audit and control arrangements, including those for monitoring and preventing fraud, tax evasion, bribery, money laundering, breach of relevant financial sanctions laws or any other improper practices, and that the expenditure of the Award is controlled in accordance with these arrangements.

7.4 Compliance. The Recipient shall comply, and shall procure that any third party involved in the conduct of any part of the Project and/or which receives any part of the Award complies, with all applicable statutory requirements as regards accounts, audit or examination of accounts, annual reports, confirmation statements and annual returns.

## 8. **Monitoring and Reporting**

8.1 Monitoring. The Recipient shall closely monitor the delivery and success of the Project Plan throughout the Project to ensure that the aims and objectives as described in the Project Plan are being met and that the Award is duly used in accordance with the Agreement.

8.2 Meetings. If so requested, the Recipient and any Key Individuals must make themselves available to attend or facilitate calls or meetings as requested by LifeArc to discuss the Project and/or Award. Unless otherwise specified in the Award Letter or requested by LifeArc, such meetings shall ordinarily be held on a quarterly basis during the Project Period.

8.3 Progress Reports. The Parties acknowledge that a key feature of the Award is that progress and corresponding Award payments shall take account of the Milestones and the Recipient shall ensure that LifeArc is kept informed through reports submitted by the Recipient to LifeArc as to the progress of and all material developments concerning the Project Plan (including any proposed dissemination or publication activities) ("**Progress Reports**"). The Recipient shall comply with the reporting requirements detailed in the Award Letter and as required by LifeArc, including preparing such Progress Reports with reasonable skill and care.

8.4 Final Report. The Recipient shall promptly provide LifeArc with a final report at the conclusion of the Project (or upon earlier termination of the Award) (a "**Final Report**"), in such form and by such date as required by LifeArc. The Recipient shall detail in the Final Report, with reasonable skill and care, the activities carried out under the Project Plan, as well as the outcomes, findings, impact and conclusions arising from these activities. Approval of the Final Report by LifeArc shall a requirement of the final Milestone of the Project.

8.5 Disclosure to Reviewers. The Recipient acknowledges and agrees that reports or information submitted by the Recipient to LifeArc in accordance with the Agreement may be reviewed by external experts and/or committees or panels including external experts engaged or appointed by LifeArc for this purpose ("**Reviewers**"), subject to LifeArc ensuring that Reviewers are subject to binding obligations of confidentiality and processes to manage conflicts of interest.

8.6 Impact reporting. The Recipient shall report to LifeArc on the impact of the Award on an annual basis for five (5) years following the Project End Date in such detail and using such template as reasonably required by LifeArc. Such report shall include information to track the activities, outputs, outcomes and broader impacts of the Award and Funded IP (including the information required under clause 10.7).

- 8.7 Information rights. The Recipient shall, on request, provide LifeArc with such information, data, explanations and documents as LifeArc may reasonably require for the purposes of discussing, monitoring and evaluating the Recipient's fulfilment of its obligations under the Agreement. This shall include permitting LifeArc (and any person authorised by LifeArc acting reasonably) reasonable access to the Key Individuals and to its employees, agents, premises, facilities and records, and to attend meetings in respect of the Project, and providing agreements or written summaries in respect of the same upon request. If necessary, an appropriate non-disclosure agreement can be entered into by LifeArc with any relevant third party(ies).
- 8.8 Serious Incident and Serious Adverse Event reporting. The Recipient shall promptly, and in any event within 48 hours, notify LifeArc if it becomes aware of any serious allegations or incidents in any way connected to the Project Plan and/or anything which may have an adverse reputational or other impact on LifeArc, the Recipient, a Key Individual or the Project Plan. This includes the following:
- 8.8.1 any allegations or incidents of research misconduct, fraud, bullying, harassment, abuse/harm, bribery or other financial impropriety or Safeguarding concerns in connection with Key Individuals or others conducting activities under the Project Plan;
- 8.8.2 any Serious Adverse Event or other serious incident which may require LifeArc to report a Serious Incident to the Charity Commission or to make a report to any other regulator; and
- 8.8.3 any breach of applicable laws, regulations, codes of practice, or ethical guidelines and principles in connection with the Project Plan, including in relation to animal welfare or a personal data breach.
- 8.9 The Recipient is responsible to investigate such matters and shall co-operate fully with LifeArc, including providing sufficient details of the event, incident or concern, as well as the progress and outcome of any ensuing investigation, to enable LifeArc to assess the implications for the Project Plan, take action to protect the Award and comply with any reporting requirements to regulators.

## **9. Acknowledgment and Publicity**

- 9.1 The Recipient shall:
- 9.1.1 acknowledge the Award in its annual report and accounts, including an acknowledgement of LifeArc as the source of the Award; and
- 9.1.2 acknowledge the support of LifeArc in any materials and outputs (including posters, abstracts, publications or other dissemination) developed as part of activities under the Project Plan and in any written or spoken public presentations about the Project or Funded IP, using templated wording approved by LifeArc. Unless otherwise agreed, the format for acknowledgements should use words to the effect: "*This [paper/project] was supported by LifeArc (registered charity no. 1015243 in England and registered charity no. SC037861 in Scotland) [grant number]*".
- 9.2 The Recipient (including Key Individuals) may engage in publicity and other communications in connection with the Project and the Award, including press releases and other online media, but shall do so in accordance with a communications plan approved by LifeArc and/or with the prior written agreement of LifeArc. The Recipient (including Key Individuals) shall fully co-operate with LifeArc in connection with such activities.
- 9.3 If any publicity or acknowledgement includes LifeArc's name and/or logo, the Recipient shall use, and shall procure that the Key Individuals use, the templates and comply with the branding

guidelines issued by LifeArc for that purpose and ensure any such use is in accordance with the agreed communications plan or otherwise approved by LifeArc.

- 9.4 LifeArc may, at its discretion, acknowledge the Recipient's and Key Individuals' involvement in the Project and may disclose or publish (including via its website and social media) the aims, objectives and impact/outcomes of the Project, the amount of the Award, the name and place of work of the Key Individuals and others funded by the Award, and the title and a non-confidential abstract of the Project.
- 9.5 LifeArc will only use the trademarks of the Recipient with its prior consent or approved processes and in accordance with any reasonable branding guidelines provided by the Recipient to LifeArc.

## **10. Intellectual Property**

### **10.1 Background IP.**

10.1.1 Nothing in the Agreement nor the advance of the Award confers any automatic or implied licence or other right on LifeArc to any Background IP.

10.1.2 The Recipient represents and agrees that except as explicitly set out in Schedule 1 of the Award Letter:

- (a) it owns or controls or has the rights to access all Background IP necessary to conduct the Project Plan in accordance with the Agreement, and
- (b) so far as the Recipient is aware, that the conduct of the Project Plan and use of any Background IP shall not infringe the Intellectual Property Rights or other rights of any third party;

10.2 Ownership of Funded IP. Unless otherwise agreed in writing in advance with LifeArc, all Funded IP shall be owned and (subject to this clause 10) remain the property of the Recipient and the Recipient shall be responsible for ensuring that any Funded IP generated by personnel or third parties contributing to the Project automatically and immediately vests on or is assigned to the Recipient.

10.3 Third party collaborators and rights in Funded IP. If the Project involves collaboration with, or a contribution from, a third party (including any third party personnel), then the basis of the collaboration between the Recipient and third party collaborator, including ownership and rights in respect of Funded IP must: (i) comply with the requirements of the Agreement (including ensuring all Funded IP is assigned to the Recipient, unless LifeArc approves alternative arrangements under clause 10.2), and (ii) be set out in a binding written agreement between the Recipient and third party collaborator. It is the responsibility of the Recipient to put such an agreement in place before the relevant activities begin and provide an outline to LifeArc of the arrangements with such third parties in a timely way and, upon request, to provide a copy of the agreement to LifeArc (or LifeArc's appointed auditor/reviewer); if necessary, an appropriate non-disclosure agreement can be entered into with the relevant third party(ies).

10.4 Publication and dissemination. Subject to clauses 10.5 and 11 and the strategy for protection Funded IP, the Recipient may publish or otherwise disseminate the research findings and the outcomes of the Project in an appropriate form, although dissemination may be delayed for a reasonable period to allow for protection and/or exploitation of Funded IP. LifeArc supports the publication of such research findings and outcomes in open access and/or high impact journals where appropriate. The Recipient shall provide LifeArc with a copy of any proposed publication or dissemination at least thirty (30) days before the relevant disclosure of Funded IP. The Recipient

shall acknowledge LifeArc's support (in accordance with clause 9.1.2), keep LifeArc updated on all proposed publications and other dissemination activities (which will usually be via the regular reporting cycle referred to in clause 8.3), and promptly provide LifeArc with copies of the same on request. The Recipient shall ensure the Key Individuals and relevant press officers of the Recipient are aware of and comply with these requirements.

- 10.5 Protection and exploitation of Funded IP. The Recipient acknowledges that LifeArc, as a charity, is under an obligation to ensure that useful outputs or results funded (whether in whole or in part) by the Award are applied in a manner which furthers LifeArc's Charitable Purposes for the public benefit. In some circumstances this may be best achieved through the protection and commercial exploitation of Intellectual Property Rights in the Funded IP (where this, rather than, for example, publication, is considered the most likely route to create impact for the benefit of patients). To this end, the Recipient shall:
- 10.5.1 actively consider how best to achieve the objectives of the Project Plan in relation to how Funded IP (and any relevant Background IP) is developed, owned, controlled and/or licenced (including any step-in rights), as between the Recipient and any third parties involved in such activities, and keep LifeArc fully informed of all decisions made in respect thereof;
- 10.5.2 actively review whether the protection, management and exploitation of any Funded IP is an appropriate means of achieving public benefit and avoid excessive private benefits (including when negotiating any licensing terms with third parties); and
- 10.5.3 develop and implement strategies and procedures for the identification, protection, management and (subject to clause 10.8) exploitation of such Funded IP, in furtherance of the aims and objectives of the Project Plan (including, if appropriate, delaying publication to enable protection of Funded IP).
- 10.6 Patent prosecution for Funded IP. The Recipient may, in its sole discretion and at its own expense, prepare, file, prosecute and maintain one or more Patent Rights or other applications for statutory protection of Funded IP and defend and enforce such rights once obtained. The Recipient shall promptly notify LifeArc of any such filings and relevant application numbers. The Award may only be used in respect of these activities with the prior written approval of LifeArc or if expressly permitted under the Project Plan and Project Budget.
- 10.7 Reporting on Funded IP, Patent Rights and Dealings. In order to enable LifeArc to monitor the public benefit and impact of the Award, the Recipient shall keep LifeArc informed in a timely manner and in reasonable detail of all material matters relating to:
- 10.7.1 the development, ownership, licensing, protection and management of Funded IP (including, for the avoidance of doubt, any useful results, know how or data arising from the Award) and the strategies and procedures developed in relation to the same pursuant to clause 10.5.3;
- 10.7.2 the further development and exploitation of, and/or any proposed Dealing with respect to, any Funded IP and any relevant Background IP necessary to develop or exploit such Funded IP; and
- 10.7.3 any decision not to protect and/or exploit Funded IP (and the Recipient shall notify LifeArc prior to taking any such steps, including in good time prior to the abandonment of any Patent Rights).
- 10.8 Prior written consent to exploit Funded IP.
- 10.8.1 The Recipient must notify and obtain LifeArc's prior written consent (which shall not be unreasonably withheld, conditioned or delayed) **before** it (and/or any third party) exploits Funded IP. The Recipient shall notify LifeArc as soon as it starts developing its written exploitation strategy

and keep LifeArc informed of all material developments. When exploiting Funded IP, the Recipient must endeavour to deliver patient impact and/or wider public benefit, avoid excessive private benefits and appropriately manage any conflicts of interest. LifeArc may query and request additional information and/or withhold, delay or condition its consent in order to satisfy itself with regard to these matters (given LifeArc's legal obligation as a charity to ensure the Award furthers LifeArc's Charitable Purposes for the public benefit). For clarity, exploiting Funded IP (including data and results) includes (but is not limited to) the use for any commercial purpose and/or any licence, sale, assignment, materials transfer or other transfer of rights in Funded IP to a third party for commercial purposes.

10.8.2 If LifeArc provides its consent under this clause, the Recipient must also:

- (a) only undertake the activities in accordance with the exploitation strategy and terms approved by LifeArc;
- (b) enter into a revenue sharing agreement with LifeArc at that time as consideration for LifeArc's consent to exploit the Funded IP; and
- (c) report fully to LifeArc on such exploitation activities on a regular ongoing basis, using the template provided by LifeArc, and provide copies of all relevant agreements with third parties relating to exploitation upon request (subject to appropriate confidentiality agreements being entered into as required).

10.9 Step-in rights.

10.9.1 If the Recipient does not protect, manage, further develop or exploit Funded IP within a reasonable period to LifeArc's reasonable satisfaction, then the Parties, acting reasonably and in the interest of developing products or services for the public benefit, shall enter into good faith discussions to explore how the Funded IP can be progressed, including whether LifeArc or another organisation should assume responsibility to protect, manage and exploit the Funded IP.

10.9.2 If the Recipient confirms to LifeArc that it does not intend to protect, manage, further develop or exploit Funded IP, then subject to any third-party rights, LifeArc shall have the right, but not the duty, to protect, manage and exploit such Funded IP whether directly or via third parties. The Recipient agrees to do, and ensure that Key Individuals and any relevant third parties are required to do, all acts required to assist LifeArc in such protection, management, and exploitation (including licensing or assigning rights in the Funded IP upon request).

10.10 IP Infringement and notification. The Recipient shall notify LifeArc promptly if it becomes aware at any point during or after the conclusion of the Project of any allegations or claims that any relevant Background IP or Funded IP infringes or may infringe on the IP Rights of any third party.

## **11. Confidentiality**

11.1 Each Party shall for a period of five (5) years after the Project End Date keep confidential and not disclose any Confidential Information disclosed to it as a result of the Agreement save:

11.1.1 to the extent necessary to exercise its rights or perform its obligations in accordance with the Agreement;

11.1.2 to the extent necessary to comply with any legal and or regulatory requirements in force from time to time which apply to a Party; or

11.1.3 save as expressly authorised in writing by the other Party.

- 11.2 The obligation of confidentiality under this clause shall not apply or shall cease to apply to any Confidential Information which:
- 11.2.1 at the time of its disclosure by the disclosing Party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of the Agreement by the receiving Party;
- 11.2.2 is already known to the receiving Party as evidenced by written records at the time of its disclosure by the disclosing Party and was not otherwise acquired by the receiving Party from the disclosing Party under any obligation of confidence; or
- 11.2.3 is at the time after the date of the Agreement acquired by the receiving Party from a third party having the right to disclose the same to the receiving Party without breach of the obligations owed by that Party to the disclosing Party.

## 12. Data Protection

- 12.1 Fair and lawful processing. The Recipient's attention is drawn to the Data Protection Legislation. The Recipient will comply with its obligations under Data Protection Legislation in respect of the Agreement and any personal data collected and used as part of the delivery of the Project Plan. The Parties will not perform their obligations under the Agreement in such a way as to cause the other Party to breach any of its obligations under the Data Protection Legislation and agree to cooperate with each other to ensure that each Party is able to perform its obligations under the Data Protection Legislation. Each Party acknowledges and agrees that for the purpose of the Agreement they are a data controller.
- 12.2 Recipient Personal Data.
- 12.2.1 The Recipient may provide (and shall provide where reasonably requested by LifeArc) certain details (which shall be restricted to the names, contact details, titles, qualifications, work experience, salaries, resumes and places of work) of the Key Individual(s) and other individuals engaged in the delivery of the Project Plan unless otherwise agreed with LifeArc (the "**Recipient Personal Data**") to LifeArc.
- 12.2.2 LifeArc will process the Recipient Personal Data to administer the Award in accordance with the Agreement and LifeArc's privacy notice (<https://www.lifearc.org/privacy-policy/>). The Recipient shall provide LifeArc's privacy policy to any individuals whose personal data is provided to LifeArc under the Agreement.
- 12.2.3 The Recipient acknowledges and agrees that certain Recipient Personal Data may be disclosed by LifeArc to, and processed by, Reviewers, some of whom may be based outside the United Kingdom and/or European Economic Area, provided always that such transfer shall be subject to appropriate safeguards and in accordance with the Data Protection Legislation.
- 12.3 LifeArc Personal Data. LifeArc may provide certain contact details of LifeArc personnel relevant to administration of the Award ("**LifeArc Personal Data**") to the Recipient. The Recipient shall process such LifeArc Personal Data solely to the extent necessary to enable the Recipient to comply with its obligations under the Agreement.
- 12.4 Anonymisation requirements. Where the Recipient shares documentation or other information relating to the Award with LifeArc (including in accordance with the monitoring and reporting requirements under the Agreement), the Recipient will, to the extent appropriate, ensure that such documentation and/or other information (excluding Recipient Personal Data) is fully and effectively Anonymised so that it does not constitute personal data.

12.5 If personal data needs to be shared. In the event either Party needs or wants to share personal data with the other Party (beyond Recipient Personal Data or LifeArc Personal Data), it shall promptly inform the other Party and the Parties will work together in good faith to ensure that such data sharing complies with Data Protection Legislation, including by entering into a data sharing agreement where appropriate.

12.6 Definitions. The terms "data controller", "personal data", "process", and "processing" used in this clause 12 shall have the meanings given to them in the Data Protection Legislation.

### **13. Withholding, Suspending and/or Terminating Award**

13.1 LifeArc's intention is that the Award will be paid to the Recipient in full. However, without prejudice to LifeArc's other rights and remedies, LifeArc may withhold or suspend payment of or terminate all or any part of the Award (and/or require changes to the Project Plan) if any of the following apply:

13.1.1 the activities under the Project Plan do not start within one (1) month of the Project Start Date and the Recipient has not provided LifeArc with a reasonable explanation for the delay that it is acceptable to LifeArc in its sole discretion;

13.1.2 any part of the Award is used for purposes other than those for which it was awarded, including if a material change is made to the Project Plan without LifeArc's prior written approval under the Request for Change Procedure (see clause 4);

13.1.3 a Key Individual is unable or unwilling to continue their work under the Project Plan or transfers to another institution and a replacement or alternative arrangement has not been approved by LifeArc within a reasonable period under clause 5.2;

13.1.4 the Recipient, in the reasonable opinion of LifeArc: (i) has failed to make satisfactory progress under the Project Plan against Milestones or is delivering the Project Plan in a negligent manner, and (ii) has failed to address concerns to the satisfaction of LifeArc (acting reasonably) within 30 days of receiving written notice of such concerns from LifeArc;

13.1.5 the Recipient fails to comply with any conditions of the Agreement in a way which is material or repeated in the reasonable opinion of LifeArc, and fails to rectify any such failure within thirty (30) days of receiving written notice detailing the failure;

13.1.6 the Recipient (including any member of its governing body, employee, staff member or volunteer) or any Key Individual: (i) provides LifeArc with any materially misleading or inaccurate information; (ii) has acted dishonestly or negligently to the detriment of the delivery of the Project Plan; or (iii) has taken any actions which, in the reasonable opinion of LifeArc, bring or are likely to bring LifeArc's name or reputation into disrepute;

13.1.7 a Serious Incident has occurred in connection with the use of the Award or conduct of the Project Plan, including any Serious Adverse Event, research misconduct, fraud or a serious personal data breach; or

13.1.8 the Recipient ceases to operate for any reason, or passes a resolution (or any Court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of bona fide and solvent reconstruction or amalgamation), or becomes insolvent, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due or there is a change of Control of the Recipient.

13.2 Financial difficulties. Should the Recipient be subject to financial or other difficulties that could have a material impact on the delivery of the Project Plan or compliance with the Agreement in the reasonable opinion of LifeArc, the Recipient shall notify LifeArc of the same as soon as reasonably possible so that, without creating any legal obligation on LifeArc to do so, LifeArc will have an opportunity to provide assistance in resolving the problem and/or take action to protect the Award.

#### **14. Consequences of Termination and Repayment Obligations**

14.1 Termination plan. In the event of termination of the Award for any reason, the Recipient and LifeArc shall, where requested by LifeArc, agree in good faith and within timeframes requested by LifeArc a comprehensive termination plan to account for, among other things, the proper winding up of the activities and management of Funded IP. The Recipient shall use all reasonable efforts to implement the termination plan promptly and professionally, take all reasonable steps to mitigate any negative impact of such termination, and where relevant, support the smooth transfer of the Award to another institution. Unless otherwise agreed, the Recipient shall also provide LifeArc with a Final Report upon termination of the Award (in accordance with clause 8.4).

14.2 Costs properly incurred prior to termination. LifeArc may, subject to the Recipient's duty to mitigate such costs, cover the costs of expenses and non-cancellable commitments properly and reasonably incurred by the Recipient in accordance with the Project Plan and Project Budget and the Agreement prior to the date of termination of all or part of the Award.

14.3 Repayment obligations. The Recipient must repay to LifeArc any part of the Award: (i) used in breach of the Agreement or (ii) not spent as at the Project End Date (subject to clause 14.2).

14.4 Transfer of equipment. LifeArc may require that any equipment or other asset funded by the Award be repurposed or transferred to another institution: (i) upon termination, or (ii) upon transfer of any part of the Award to another institution (including if a Key Individual transfer to another institution), to ensure such equipment/asset is used in a manner which furthers LifeArc's Charitable Purposes for public benefit. The Recipient shall comply with such request within thirty (30) days of that request, unless LifeArc agrees in writing to a longer period.

14.5 Survival of terms. Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.

#### **15. Liability, Indemnity and Insurance**

##### Liability.

15.1.1 Subject to clauses 15.1.2 and 15.1.3, LifeArc does not accept any responsibility for financial or other liability incurred by the Recipient or any third parties that may arise out of the Project or any use of the Award by or on behalf of the Recipient, and, without prejudice to the foregoing, the total aggregate liability of LifeArc for any and all matters arising under or in connection with the Agreement shall be limited to an amount equal to the total outstanding value of the Award as at the last date of claim in respect of any such matter.

15.1.2 Nothing in the Agreement limits or excludes any type of liability that, by law, cannot be limited or excluded.

15.1.3 Neither Party shall have any liability for any indirect or consequential loss or for any loss of goodwill, opportunity, sales or contract.

##### Indemnity.

- 15.2.1 The Recipient shall indemnify on demand and keep fully indemnified LifeArc and its Affiliates (together with each of their directors, officers, employees, consultants, advisors and partners) (each an "**Indemnified Person**") from and against:
- (a) all Losses incurred by an Indemnified Person; and
  - (b) any claim threatened or made against any Indemnified Person (a "**Third Party Claim**"), arising out of, or in connection with the Project and/or any use of the Award by or on behalf of the Recipient, except if and to the extent that such losses and/or Third Party Claim is the result of gross negligence or wilful misconduct of the Indemnified Person. The Recipient's liability for all Losses or claims under this clause 15.2.1 shall not in aggregate exceed an amount equal to the total value of the Award.
- 15.2.2 Where a Third Party Claim has occurred under clause 15.2.1, the Indemnified Person, or where appropriate, LifeArc on behalf of the Indemnified Person must:
- (a) within a reasonable time period notify the Recipient of the details of the Third Party Claim;
  - (b) not make any material admission in relation to the Third Party Claim;
  - (c) allow the Recipient (if it so requests) to have the conduct of the defence and settlement of the Third Party Claim (at the Recipient's sole expense), provided that the Recipient shall not have the right to settle any claim in a manner that diminishes or has an adverse effect on the rights or interest of an Indemnified Person, or in a manner that imposes any costs or liability on, or involves any admission by, an Indemnified Person, without the express written consent of LifeArc; and
  - (d) give the Recipient all reasonable assistance (at the Recipient's expense) in dealing with the claim.
- 15.3 Insurance. The Recipient shall hold and maintain appropriate insurance for its potential liabilities under the Agreement and in connection with its activities under the Project Plan and provide written confirmation of the same upon request. If the Recipient self-insures for activities similar to those it is to perform under the Project Plan, it may satisfy these insurance obligations by putting in place appropriate self-insurance arrangements, provided it supplies LifeArc with any information or documentation that LifeArc may reasonably request concerning such arrangements.
- 15.4 LifeArc Support. LifeArc (including its agents, advisers, officers, consultants, employees and/or authorised representatives) may in its sole discretion or as set out in the Award Letter provide ad hoc incidental support or advice in connection with the Project ("**LifeArc Support**"). The Recipient acknowledges and agrees that such support is provided on a non-reliance basis and accordingly, the Recipient shall not, and shall procure that any third party to which it discloses details of such LifeArc Support shall not, rely in any way on the LifeArc Support. To the extent that LifeArc provides any LifeArc Support, then subject to clause 15.1:
- 15.4.1 LifeArc makes no representations or warranties of any kind, express or implied in respect of the LifeArc Support and any terms and conditions implied by law are hereby excluded to the maximum extent permitted by law; and
- 15.4.2 the Recipient remains at all times responsible for the conduct of the Project and may at any time obtain independent advice in respect of the Project.

## 16. Assurances

- 16.1 Good practice. The Recipient shall undertake the activities of the Project Plan with reasonable skill, care and diligence, in a timely manner, and in accordance with all applicable laws, regulations and industry standards, including in respect of (as applicable) good laboratory practice, good clinical practice and good manufacturing practice.
- 16.2 Animal welfare. LifeArc seeks to uphold high animal welfare standards, endorses the 3Rs principles of Replacement, Reduction and Refinement and requires all activities it funds to comply with these principles. To this end, to the extent the Project involves animals, the Recipient shall ensure that the Project Plan is carried out in accordance with an appropriate Animal Welfare Policy and in a manner which demonstrates the Recipient's commitment to upholding high animal welfare standards in connection with scientific research in accordance with the 3Rs principles. Where research under the Project Plan involves the use of animals, the Recipient shall ensure, and shall procure that any subcontractors ensure that:
- 16.2.1 animals are only used if this is essential and the research question being addressed cannot be answered using alternative methods;
- 16.2.2 any part of the research involving the use of animals is designed and implemented so that:
- (a) the experimental design is appropriate and is likely to answer the research question;
  - (b) the least sentient species with the appropriate physiology is used;
  - (c) animals are appropriately housed and maintained in a species-appropriate manner that minimises stress and maximises the animals' welfare;
  - (d) the number of animals used is the minimum sufficient to provide adequate statistical power to answer the questions posed; and
  - (e) the severity of procedures performed on animals is kept to a minimum. To that end, experiments should be kept as short as possible and appropriate anaesthesia, analgesia and humane endpoints should be used to minimise any pain and suffering;
- 16.2.3 all activities involving animals comply with the core principles set out in the cross-funder guidance 'Responsibility in the use of animals in bioscience research: Expectations of the major research councils and charitable funding bodies' (available at [www.nc3rs.org.uk](http://www.nc3rs.org.uk), as amended from time to time);
- 16.2.4 all activities involving non-human primates comply with the 'NC3Rs Guidelines: Primate accommodation, care and use' (available at [www.nc3rs.org.uk](http://www.nc3rs.org.uk), as amended from time to time);
- 16.2.5 where appropriate, advice is sought from NC3Rs ([www.nc3rs.org.uk](http://www.nc3rs.org.uk)) and/or other appropriate animal welfare or ethics bodies in relation to the requirements set out in clauses 16.2.2 to 16.2.4 above, and the Recipient shall promptly provide LifeArc with details of such advice and its implementation. Without limiting the foregoing, LifeArc shall be entitled to request or directly consult and seek advice from NC3Rs and other appropriate animal welfare or ethics bodies in relation to the same and any other concerns it may have;
- 16.2.6 compliance at all times with any advice, guidance or requirements received from the relevant ethics committee, NC3Rs and/or other appropriate animal welfare body;

- 16.2.7 if animals are purchased from commercial suppliers, local suppliers are used wherever possible to minimise the risk of suffering during transport;
- 16.2.8 if animal experiment is undertaken, that such activities are undertaken in the UK where appropriate, to ensure high standards of animal welfare, appropriate due diligence is undertaken by the Recipient to ensure high standards are maintained at all times, and if such activities are conducted overseas, LifeArc is notified in writing in advance;
- 16.2.9 compliance at all times with the provisions of the Animals (Scientific Procedures) Act 1986 (as may be amended or supplemented from time-to-time) and that any activities involving the use of animals conducted outside the United Kingdom are, as a minimum standard, carried out in accordance with the principles under that Act;
- 16.2.10 all necessary licences, consents and approvals have been received before any work requiring such licenses, consent and/or approval is initiated;
- 16.2.11 results arising from animal-based studies are reported in accordance with the ARRIVE guidelines ([www.nc3rs.org.uk/ARRIVE](http://www.nc3rs.org.uk/ARRIVE)) as far as possible, taking into account the specific editorial policies of the journal concerned; and
- 16.2.12 any substantive changes to animal species and/or experimental design or procedure from that set out in the Project Plan must be notified to LifeArc, together with any advice/suggestions in relation to the same obtained from any ethics committee, NC3Rs and/or other animal welfare body, and approved by LifeArc under the Request for Change Procedure (see clause 4) before such changes are implemented.
- 16.3 Human tissue/biological samples. Where research under the Project Plan involves the removal, storage or use of human tissue or biological samples, the Recipient shall comply, and shall ensure that any subcontractors comply, with all applicable legislation, standards and codes of practice, including the Human Tissue Act 2004.
- 16.4 Serious Adverse Event. The Recipient shall at all times procure that adequate and appropriate protocols, procedures and other necessary arrangements are in place to ensure that any Serious Adverse Event arising in respect of any clinical study undertaken under the Project Plan shall be promptly identified, and that the Recipient and those conducting the research activities appropriately respond to such Serious Adverse Event.
- 16.5 Research integrity. LifeArc expects the Recipient to hold to high standards of research integrity and rigour in the research funded by LifeArc. The Recipient must have (and must procure that any third parties it involves in research activities under the Project Plan have) in place written standards of good research practice and written procedures for the investigation of allegations of scientific misconduct (and provide copies to LifeArc upon request), and to the extent applicable, abide by the principles described in Universities UK's Concordat to Support Research Integrity (available: <https://www.universitiesuk.ac.uk/topics/research-and-innovation/concordat-support-research-integrity>).
- 16.6 Safeguarding. The Recipient shall ensure the Project Plan is undertaken in accordance with all applicable Safeguarding standards and with a view to protecting from harm any person who may be involved or impacted by the activities under the Project Plan, including children, patients, vulnerable adults and staff.
- 16.7 Assurances. The Recipient represents, undertakes and agrees that:

- 16.7.1 it shall at all times comply with all relevant legislation, regulatory requirements and applicable codes of practice and ethical principles relevant to the delivery of the activities under the Project Plan and shall notify LifeArc immediately of any significant departure from the same;
- 16.7.2 it shall comply with all relevant employment laws and regulations, ensure a safe working environment for all of its staff, implement appropriate human resource policies and procedures, and ensure appropriate contracts of employment or other arrangements are in place for Key Individuals and other persons funded by the Award (including with respect to ownership of Funded IP);
- 16.7.3 it has and shall keep in place formal written procedures and systems to deal with the prevention, identification and handling of allegations of research misconduct and fraud, mismanagement, misconduct, money laundering and administrative malfunction, and shall make such procedures and details of the relevant systems available to LifeArc on request;
- 16.7.4 it has and shall keep in place adequate procedures for dealing with any conflicts of interest and shall make such procedures available to LifeArc on request;
- 16.7.5 all financial and other information concerning the Recipient which has been disclosed to LifeArc is to the best of its knowledge and belief, true and accurate;
- 16.7.6 it is not subject to any contractual or other restriction imposed by its own or any other rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Award;
- 16.7.7 it shall not make any significant changes to its legal status (including a change of Control), transfer any significant assets that relate to the delivery of the Project Plan or merge or amalgamate with another body without first notifying LifeArc;
- 16.7.8 it does not employ individuals or contribute funds to organisations or individuals that the Recipient knows or suspects to support or otherwise be involved in terrorism or that are found on any terrorist-related list promulgated by the UK Home Office, the U.S. Government, the United Nations or the European Union;
- 16.7.9 it shall comply with, and shall maintain in place, adequate procedures designed to prevent any person associated with it violating the UK Bribery Act 2010 and/or any other applicable anti-bribery or anti-corruption law(s) applicable to the Recipient; and
- 16.7.10 it shall not intentionally or negligently do or omit to do anything which may harm the interests or reputation of LifeArc.

## **17. Disbarment - Misconduct by Key Individuals**

- 17.1 The Recipient confirms that, to the best of its knowledge and except as has been notified to LifeArc in writing:
  - 17.1.1 all Key Individuals are duly qualified and in good professional standing and no Key Individual has been subject to a disbarment for scientific misconduct;
  - 17.1.2 there are no research misconduct allegations currently under investigation involving Key Individuals or any other person named on the Project Plan; and
  - 17.1.3 there have been no upheld findings of bullying, or harassment against Key Individuals nor any other person who is named on the Project Plan.

17.2 Without limiting its other rights under the Agreement (including under clause 13), LifeArc reserves the right to require that any Key Individual(s) who are the subject of allegations of research misconduct, disbarment or upheld findings of bullying or harassment be removed from the Project.

## **18. General**

18.1 Entire agreement. The Agreement constitutes the entire understanding between the Parties regarding the Award and the Project and supersedes any prior arrangements, understandings, promises or agreements made or existing between the Parties in relation to the Award and the Project.

18.2 Amendments. Other than changes approved under the Request for Change Procedure (see clause 4), no amendments may be made to the Agreement except in writing signed by authorised representatives of each Party (in each case without the consent of any third party referenced in clause 18.9).

18.3 Assignment or transfer. The Recipient may not, without the prior written consent of LifeArc, assign, transfer, sub-contract, or in any other way make over to any third-party the benefit and/or the burden of the Agreement or transfer or pay to any other person any part of the Award, except as expressly contemplated under clause 2.9 or clause 5 of the Agreement. LifeArc may assign or transfer the whole or any part of its rights, interests or obligations under the Agreement to any Affiliate of LifeArc.

18.4 Counterparts. The Agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each Party had signed the same document.

18.5 Waiver. No failure or delay by either Party to exercise any right, power or remedy under the Agreement shall be construed as a waiver by that Party of that or any other right, waiver or remedy.

18.6 Notices. All notices and other communications in relation to the Agreement shall be in writing in English and shall be deemed to have been duly given if personally delivered, emailed, or mailed (first class postage prepaid) to the address of the relevant Party, as referred to in the Award Letter or otherwise notified in writing. If personally delivered or if emailed all such communications shall be deemed to have been given when received (except that if received on a non-Business Day or after 5pm on any Business Day, it shall be deemed received on the next Business Day) and if mailed all such communications shall be deemed to have been given and received on the second Business Day following such mailing.

18.7 No partnership or agency. The Agreement shall not create any partnership or joint venture between LifeArc and the Recipient, nor any relationship of principal and agent, nor authorise either Party to make or enter into any commitments for or on behalf of any other Party.

18.8 Severance. If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement. If any provision or part-provision of the Agreement is deemed to be deleted in accordance with this clause, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

18.9 Contracts (Rights of Third Parties) Act 1999. The Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999, except that an Indemnified Person may, with the written consent of LifeArc, enforce the provisions of clause 15.2 (Indemnity).

18.10 Governing law and jurisdiction. The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation

## 19. Definitions and Interpretation

### 19.1 Definitions.

In the Agreement, unless the context requires otherwise, the following terms shall have the following meanings:

<b>"Affiliates"</b>	means any person Controlling, Controlled by or under common Control with another entity;
<b>"Agreement"</b>	means the Award Letter and Award Conditions;
<b>"Animal Welfare Policy"</b>	means a programme or code of conduct which adopts the '3R's' approach to ensuring high quality scientific research, those being:  (i) Replacement – promoting the use of other methods;  (ii) Reduction – reducing the number of animals used; and  (iii) Refinement – minimising pain, suffering, distress or lasting harm, as well as improving the welfare of the animals used;
<b>"Anonymise"</b>	means to render personal data (as defined in the Data Protection Legislation) into such data that does not identify any individual and that is not reasonably likely to allow any individual to be identified through its combination with other data (and "Anonymised" shall be construed accordingly);
<b>"Award"</b>	means the grant awarded to the Recipient for the delivery of the Project Plan as described in the Award Letter;
<b>"Award Conditions"</b>	means the terms and conditions set out in this document;
<b>"Award Letter"</b>	means the letter from LifeArc to the Recipient confirming the granting of the Award to the Recipient for the delivery of the Project Plan, and includes its schedules and attachments (setting out, among other things, the details of the Award and Project, the full Project Plan and the Project Budget);
<b>"Background IP"</b>	means any Intellectual Property Rights (a) owned by, licensed to or otherwise controlled by a Party prior to the Project Start Date, or (b) created or acquired after the Project Start Date independently of the activities funded by the Award; in each case required to carry out the Project Plan or enable the use, development or exploitation of the Funded IP as envisaged in the Project Plan;

<b>"Business Day"</b>	means a day other than a Saturday, Sunday or public holiday in England;
<b>"Clinical Practice Standards"</b>	means guidance relating to medicines and clinical trials in force in the jurisdiction in which the relevant activities under the Project Plan are conducted;
<b>"Confidential Information"</b>	<p>means any information which ought reasonably to be considered confidential however conveyed or presented:</p> <ul style="list-style-type: none"> <li>(a) that relates to the Award or to the business, affairs, operations, customers, beneficiaries, processes, budgets, pricing, policies, product information, strategies, developments, trade secrets, Know-How, personnel and suppliers of the disclosing party, including the disclosing party's Intellectual Property Rights or confidential information contained in reports provided under the Agreement;</li> <li>(b) together with all information derived by the receiving party from any such information, and</li> <li>(c) any other information clearly designated by the providing party as being confidential to it (whether or not it is marked "confidential");</li> </ul>
<b>"Control"</b>	means the possession (directly or indirectly) of fifty per cent (50%) or more of the voting stock or other equity interest of a subject entity with the power to vote, or the power in fact to control the management decisions of such entity through the ownership of securities or by contract or otherwise, and "Controlling" and "Controlled by" shall be construed accordingly;
<b>"Data Protection Legislation"</b>	all applicable data protection and privacy laws, legislation, regulations and guidance from time to time applicable to the Agreement, including the EU General Data Protection Regulation (EU) 2016/679 as implemented into UK law and Data Protection Act 2018 and regulations made thereunder, and any such successor legislation (in each case as amended, updated or re-enacted from time to time);
<b>"Dealing"</b>	<p>means any and all:</p> <ul style="list-style-type: none"> <li>(a) assignment, transfer, hypothecation, sale or other disposal;</li> <li>(b) the granting of any right, title or interest (including by way of licence, permission, consent, authorisation or encumbrance);</li> <li>(c) entering into any agreement, arrangement or undertaking not to enforce any right or restriction; or</li> <li>(d) any other transaction or dealing;</li> </ul>

<b>“Drawdown Notice”</b>	has the meaning set out in clause 3.2;
<b>"Funded IP"</b>	means any Intellectual Property Rights generated by or attributable to the activities funded by the Award, excluding Background IP;
<b>"Intellectual Property Rights" or "IP Rights"</b>	means all Patent Rights, copyrights, database rights, rights to inventions, trade marks and domain names, rights in computer software, utility models, design rights (whether registered or not) including all applications for any of the foregoing and Know-How however arising for their full term and any renewals and extensions and rights to claim priority;
<b>"Key Individual(s)"</b>	means the individuals identified as such in the Award Letter, including any additional or replacement individuals approved in writing by LifeArc under the Request for Change Procedure (clause 4) and in accordance with clause 5 (Key Individuals and Transfer of Award);
<b>"Know-How"</b>	means any non-public and not generally known commercial, technical, scientific, and other knowledge and information, including inventions, discoveries, trade secrets, technology, methods, processes, practices, formulae, amino acid sequences, nucleotide sequences, instructions, skills, techniques, procedures, ideas, designs, drawings, computer programs, specifications, data and results including biological, chemical, pharmacological, toxicological, pharmaceutical, physical and analytical, preclinical, clinical, safety, manufacturing and quality control data (including regulatory data, study designs, and protocols), reagents and materials (including assays and compounds) in all cases, whether or not proprietary, or patentable, in written, electronic, or any other tangible or intangible form now known or hereafter developed;
<b>"LifeArc"</b>	means LifeArc, a company limited by guarantee incorporated in England and Wales (company number 2698321) and registered charity (charity number 1015243 in England and Wales and SC037861 in Scotland) whose registered office is at 7 <sup>th</sup> Floor Lynton House, 7-12 Tavistock Square, London WC1H 9LT, United Kingdom;
<b>"LifeArc’s Charitable Purposes"</b>	refers to the charitable purposes of LifeArc, being; <ul style="list-style-type: none"> <li>(a) to promote the public benefit by improving human health and medical research in particular by assisting the progress of the scientific discoveries and new technologies arising from research into therapeutic treatments, drugs, diagnostics, other technologies or information resources; and</li> <li>(b) to work with industry, charities, universities, the health services and other relevant bodies as well as conducting its own research and development as needed to accelerate the progress of these discoveries and technologies to the stage at which they are (i) capable of being made generally available to the medical profession and the public for</li> </ul>

practical application for the improvement of health and/or (ii) are transferred or licensed to a third party to progress development of such discoveries or technologies toward such goals,

as amended from time to time and notified to the Recipient by LifeArc in writing;

<b>“LifeArc Personal Data”</b>	has the meaning in clause 12.3;
<b>“LifeArc Support”</b>	has the meaning in clause 15.4;
<b>“Losses”</b>	means all losses, fines, penalties, damages and liabilities, together with all costs and expenses (including legal and other professional fees);
<b>"Milestone"</b>	means each event or task described as such in the Award Letter (subject to any changes approved under the Request for Change Procedure (see clause 4));
<b>"Milestone Date"</b>	means the date by which the relevant Milestone must be completed as specified in the Award Letter (subject to any changes approved under the Request for Change Procedure (see clause 4));
<b>"Party"</b>	means each of LifeArc and the Recipient, together the "Parties";
<b>"Patent Rights"</b>	means any and all: <ul style="list-style-type: none"><li>(a) patents;</li><li>(b) pending patent applications, including all provisional applications, continuations, continuations-in-part, divisions, reissues, renewals, and all patents granted thereon; and</li><li>(c) all patents-of-addition, reissue patents, re-examinations and extensions or restorations by existing or future extension or restoration mechanisms, supplementary protection certificates or the equivalent thereof,</li></ul> and any equivalent of any of the foregoing in any jurisdiction;
<b>"Progress Report"</b>	has the meaning set out in clause 8.3;
<b>"Project"</b>	means the activities to be delivered under the Project Plan and as further described in the Award Letter;
<b>"Project Budget"</b>	means the approved budget for the activities under the Project Plan as set out in the Award Letter;
<b>"Project End Date"</b>	means the earlier of (i) the date specified in the Award Letter as the Project End Date (or such earlier or later end date agreed in writing

by LifeArc under the Request for Change Procedure (see clause 4))  
or (ii) the date of termination of the Award;

<b>"Project Period"</b>	means the Project Start Date until the Project End Date;
<b>"Project Start Date"</b>	means the date specified in the Award Letter as the Project Start Date (or such other date agreed in writing by LifeArc under the Request for Change Procedure (see clause 4));
<b>"Project Plan"</b>	means the description and specification of the activities which will be undertaken to deliver the Project, as described in the schedules to the Award Letter (including the relevant attachments to the Award Letter incorporated into the Agreement);
<b>"Recipient"</b>	means the organisation that is the recipient of the Award as named in the Award Letter;
<b>"Request for Change Procedure"</b>	means the process by which LifeArc is notified of and approves changes to the Project Plan and other operational details as set out in clause 4;
<b>"Reviewers"</b>	has the meaning in clause 8.5;
<b>"Safeguarding"</b>	means protecting from harm, abuse, exploitation and/or harassment those involved with, who come into contact with and/or are impacted by the activities of the Project Plan;
<b>"Serious Adverse Event"</b>	means any adverse event or adverse reaction during any clinical study undertaken in connection with the Project Plan that results in the death of, is life threatening to (being an event in which the individual was at risk of death at the time of the event), requires hospitalisation or prolongation of existing hospitalisation, or is anticipated to result in persistent or significant disability or incapacity or a congenital anomaly or birth defect of an individual that participates in the study; and
<b>"Serious Incident"</b>	means an incident which satisfies the criteria set out in the guidance of the Charity Commission for England and Wales on 'what to report' ( <a href="https://www.gov.uk/guidance/how-to-report-a-serious-incident-in-your-charity#what-to-report">https://www.gov.uk/guidance/how-to-report-a-serious-incident-in-your-charity#what-to-report</a> ), and/or any applicable criteria for the reporting of serious incidents to The Scottish Charity Regulator (OSCR), as amended from time to time.

## 19.2 Interpretation.

Unless the context otherwise requires, the following rules of interpretation apply:

- (a) Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- (b) All references to any statute or statutory provision shall be deemed to include references to any statute or statutory provision which amends, extends, consolidates or replaces the same.

- (c) The term "person" includes any individual, partnership, firm, body corporate, government, governmental body, agency, unincorporated body of persons or association and a reference to a person includes a reference to that person's successors and permitted assigns.
- (d) Words importing the singular only shall include the plural and vice versa.
- (e) Any schedules or annexures to the Award Letter or Award Conditions form part of the Agreement and shall have effect as if set out in full in the body of the Agreement.
- (f) References to a "clause" in these Award Conditions are to be construed as meaning a clause of the Award Conditions.
- (g) Headings contained in the Agreement are for convenience of reference only, and they shall not be used in the interpretation of the conditions.