

DATED

- (1) **THE MEDICAL RESEARCH COUNCIL, AS PART OF UK RESEARCH AND INNOVATION, ACTING FOR THE NATIONAL CENTRE FOR THE REPLACEMENT, REFINEMENT AND REDUCTION OF ANIMALS IN RESEARCH**

And

- (2) **CONTRACTOR**

PARTIES AND RECITALS

This Agreement is made on [REDACTED] (the "Effective Date") between

- (1) **MEDICAL RESEARCH COUNCIL**, as part of United Kingdom Research and Innovation (also known as UK Research and Innovation) a body corporate pursuant to section 91 of the Higher Education and Research Act 2017 whose address is Polaris House, North Star Avenue, Swindon, SN2 1FL ("UKRI") (hereinafter called "MRC"); and
- (2) **X ("the Contractor")**

WHEREAS:

1. The National Centre for the Replacement, Refinement and Reduction of Animals in Research whose office is at Gibbs Building 215 Euston Road, London NW1 2BE ("the NC3Rs") is an independent scientific organisation, tasked by Government with supporting the UK science base through the application of the replacement, reduction and refinement of the use of animals in research (the "3Rs"). Though it is represented legally by the MRC, which in turn is part of the executive non-departmental public body UK Research and Innovation, the NC3Rs is managed independently. To avoid doubt, references to the NC3Rs shall mean MRC as part of UK Research and Innovation.
2. The NC3Rs has initiated CRACK IT Challenges to facilitate the development of technologies with potential 3Rs benefits into new products and methodologies for the global biosciences research community (<https://www.nc3rs.org.uk/crackit/>).
3. The Contractor has agreed to undertake an innovation and development project entitled **[project title]**, with project number [REDACTED], in accordance with the specification as detailed in Schedule 3 (the "Project") which is to be delivered in a specific timeline and for a fixed cost of **£ XXXXXXXX**.
4. The Project will be funded by the NC3Rs and supported by in-kind contributions from the Sponsor(s) of the initiative.
5. The Project is a public procurement exercise under the broad framework of Pre-Commercial Procurement.

IT IS HEREBY AGREED **as follows**

TERMS AND CONDITIONS

1. Definitions and Interpretation

1.1. As used in this Agreement the following terms and expressions shall have the meaning ascribed to them below:

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| "3Rs" | | means the Replacement, Refinement and Reduction of the use of animals in scientific procedures; |
| "Affiliated Entity" | | means any legal entity that is under the direct or indirect control of a Partner, under the same direct or indirect control as a Partner, or is directly or indirectly controlling a Partner, control taking any of the following forms: (a) the direct or indirect holding of more than 50% of the nominal value of the issued share capital in the legal entity concerned, or of a majority of the voting rights of the shareholders or associates of that entity; (b) the direct or indirect holding, in fact or in law, of decision-making powers in the legal entity concerned; |
| "Agreement" | | means this Agreement concluded between the Parties including all sections to it; |
| "Allocated Work" | | means the research work and the related activities and services allocated to a Partner in accordance with this Agreement; |
| "Approved Cost" | | means the total cost agreed between the Parties for the Project as set out in Schedule 4; |
| "Background Intellectual Property" | | means in respect of each Party, any Intellectual Property owned by or licensed to that Party: (a) before the start date of this Agreement (a non-exhaustive list of which is set out in Schedule 6); and/or (b) which arises (or in the case of a licence commences) on or after the start date other than in the course of or in connection with the Project; |
| "Business Day" | | a day that is not a Saturday, Sunday or public or bank holiday in England and/or Wales |
| "Chair of the Project Management Team" | | means in accordance with this Agreement, the representative of the Partner acting as the coordinator of the Project, who is also the point of contact for the NC3Rs; |
| "Commencement Date" | | means the date on which the Project was started and as set out in Schedule 3; |
| "Completion Date" | | means the date on which the Project was completed; |
| "Confidential Information" | | means information in any form or media that is disclosed by or on behalf of a Party or its representatives to the other whether before, on or after the date of this Agreement and that relates (in whole or part) to the other or its business or the terms of or subject matter of this Agreement or any discussions or documents in relation to it, including unpublished Background Intellectual Property and Data and information which relates to the affairs, properties, assets, trading practices, goods, Services, developments, trade secrets, Intellectual Property rights, know-how, personnel, customers and suppliers of either Party, all personal data and sensitive personal data within the meaning of the Data Protection Act 2018, information relating to the Project and generally any commercially sensitive information; |
| "Contractor" | | means the organisation of the successful CRACK IT Challenge applicant; |
| "Contractor's Representative" | | means a person authorised to represent the Contractor in respect of this Agreement; |

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| "Contractor's Staff" | | means the Contractor's Representative and all employees, consultants, agents and Sub-contractors which the Contractor engages in relation to the Project; |
| "Copyright" | | has the meaning ascribed to it by the Copyright, Designs and Patent Act 1988; |
| "Costs" | | means all costs (on a full indemnity basis) including legal and other professional costs and costs of enforcement; |
| "Data" | | means information collected and/or used for the purposes of the Research, which can be processed manually, electronically or by other means; |
| "Default" | | means any breach by a Party to this Agreement of its obligations under this Agreement (including a fundamental breach or breach of a fundamental term) or any default, act, omission, negligence or statement of a Party to this Agreement or its employees, agents or Sub-contractors in connection with or in relation to the subject matter of this Agreement and in respect of which such Party is liable to the other; |
| "Deliverables" | | means the deliverables set out in Schedule 1; |
| "EIR" | | means the Environmental Information Regulations 2004 and any subordinate legislation made under it, any amendment or re-enactment of any of them; and any guidance and/or codes of practice issued by the Information Commissioner, the Ministry of Justice (previously the Department for Constitutional Affairs and/or the Lord Chancellor) and/or Cabinet Office, or the Department for Environment Food and Rural Affairs or decisions made by other appropriate legislative bodies (including in each case its successors or assigns) in relation to such legislation from time to time, all as amended, supplemented and/or replaced from time to time; |
| "FOIA" | | means the Freedom of Information Act 2000, all regulations made under it and any subordinate legislation made under them, any amendment or re-enactment of any of them; and any guidance and/or codes of practice issued by the Information Commissioner, the Ministry of Justice (previously the Department for Constitutional Affairs and/or the Lord Chancellor) and/or the Cabinet Office, the Department for Environment Food and Rural Affairs or the Department for Communities and Local Government ("DCLG"), including the DCLG Local Government Transparency Code 2015, or decisions made by other appropriate legislative bodies (including in each case its successors or assignees) in relation to such legislation from time to time, all as amended, supplemented and/or replaced from time to time; |
| "Foreground Property" | Intellectual | means any and all Intellectual Property identified or developed in the course of or in connection with the Project or which subsists in any or all of the Project Results; |
| "Funding" | | means the amount awarded by the NC3Rs to the Contractor and as set out in Schedule 4; |
| "GDPR" | | Means the current UK data protection legislation and the EU General Data Protection Regulation (GDPR) where appropriate. |
| "Information" | | has the meaning given under section 84 of the FOIA (https://www.legislation.gov.uk/ukpga/2000/36/section/84); |
| "Insolvency Event" | | means the Contractor is subject to an Insolvency Event where it: <ul style="list-style-type: none"> (i) gives notice under section 84 Insolvency Act 1986 of or proposes or passes a resolution for, its winding up or in the case of a limited liability partnership proposes or determines that it will be wound up; |

- (ii) has a winding up petition presented against it;
- (iii) has a winding-up order made or a notice of striking off filed in respect of it;
- (iv) has an administration order or an application for an administration order made in respect of it; or
- (v) has a notice of appointment of an administrator or a notice of intention to appoint an administrator filed in respect of it at any court;
- (vi) proposes, makes or is subject to:
 - (a) a company voluntary arrangement;
 - (b) a composition with its creditors generally;
 - (c) an application to a court of competent jurisdiction for protection from its creditors generally; or
 - (d) a scheme of arrangement under Part 26 Companies Act 2006;

"Intellectual Property"

means all intellectual and industrial property of any kind including patents, supplementary protection certificates, rights in know-how, registered trademarks, registered designs, unregistered design rights, unregistered trademarks, rights to prevent passing off or unfair competition and copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process, and applications for and rights to apply for any of the foregoing, in each case in the United Kingdom and all other countries in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions;

"Key Staff"

means the persons named in Schedule 5;

"Losses"

means all losses including all direct, indirect and consequential losses;

"NC3Rs Representative"

means a person authorised to represent the NC3Rs in respect of this Agreement;

"Parties"

means the NC3Rs and the Contractor and includes their directors, employees and representatives and "Party" means either of the NC3Rs or the Contractor;

"Partners"

means the NC3Rs, the Contractor and the Sponsor(s);

"Project"

means the Research including the Services and all Allocated Work;

"Project Management Team"

means the authorised representatives of the NC3Rs and the Contractor named in Schedule 5, its Sub-contractors and the Sponsor(s);

"Project Period"

means the period beginning on the Commencement Date and ending on the Completion Date or such earlier or later date as may be agreed between the Partners unless otherwise determined in accordance with the terms of the Agreement;

"Recoverable Liabilities"

means all Losses, liabilities, Costs, damages and expenses that the indemnified party does or will incur or suffer, all claims or proceedings made, brought or threatened against the indemnified party by any person and all Losses, liabilities, Costs, damages and expenses the indemnified party does or will incur or suffer as a result of defending or settling any such actual or threatened claim or proceeding;

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| "Request for Information" | means a request for information pursuant to the FOIA Laws received by either the NC3Rs or the Contractor, where the Confidential Information of the other Party (including the content of this Agreement) is requested; |
| "Research" | means the work specified in Schedule 3; |
| "Results" | means any Data, or information or other material generated under the Project; |
| "Services" | means the services being provided by the Contractor to enable fulfilment of the Project; |
| "Sponsor" | means the sponsor of the Project; |
| "Sub-Contract" | any contract or agreement or proposed contract or agreement between the Contractor and any third party whereby that third party agrees to provide to the Contractor the Services or any part thereof or facilities or services necessary for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof; |
| "Sub-contractor" | means a Third Party which has entered into an agreement on business conditions with the Contractor, in order to carry out part of the work of the Project without the direct supervision of the Contractor and without a relationship of subordination; |
| "Third Party" | means any individual or legal entity which is not a Partner. Contributions from third parties such as Sub-contractors do not entitle them to Partner status; |
| "Variation" | means a variation to the Agreement executed through the completion of a Variation to Agreement Form found in Schedule 2 signed on behalf of the Parties in accordance with Clause 5. |

- 1.2. The interpretation and construction of this Agreement shall be subject to the following provisions:
- 1.2.1. a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as subsequently amended or re-enacted;
 - 1.2.2. the headings to Clauses are for ease of reference only and shall not affect the interpretation or construction of the Clauses;
 - 1.2.3. references to Clauses are references to Clauses in the Schedule of the Agreement in which they appear, unless otherwise stated;
 - 1.2.4. where the context allows, references to male gender include the female gender and the neuter, and the singular includes the plural and vice versa; and
 - 1.2.5. where the context allows, references to the Sponsor shall mean either the Sponsor or its Affiliated Entities.

2. Administration and Direction of the Project

- 2.1. The NC3Rs may publish details of the Project for any non-commercial purpose, subject to the provisions of this Agreement, and in particular, the provisions of confidentiality at Clause 8 of this Agreement. Such publication shall require the consent of the Partners, which consent shall not be unreasonably withheld, conditioned or delayed.
- 2.2. The Contractor shall ensure that each member of the Contractor's Staff engaged on the Project, observes the Clauses of this Agreement and any Variation entered into between the Parties hereto and that the Contractor's Staff are advised of any consequent changes in the scope of the Agreement or the Project.
- 2.3. Notwithstanding the provisions of Clause 15, the NC3Rs may terminate the Agreement if any of the Contractor's Key Staff are not available for the entire period needed to fulfil their duties in the Project, subject to prior discussion having first been held with the Contractor to attempt to identify and agree a mutually acceptable replacement and where the lack of availability of one or more of the Key Staff causes a material risk to the fulfilment of the delivery objective of the Project.

- 2.4. The objectives of the Project are set out in Schedule 3.
- 2.5. The Project Management Team shall use reasonable endeavours to ensure that full communication takes place between the Partners and such others as may be notified to the Project Management Team by the NC3Rs and shall advise as required on the Project. In particular, the Contractor must notify the Partners and the relevant research ethics committee of any proposed deviation from the agreed protocol or if significant developments occur as a study progresses, whether in relation to the safety of individuals or to scientific direction.
- 2.6. The NC3Rs reserves the right to terminate this Agreement forthwith should the Contractor state in writing that it is unwilling or unable for any reason to continue with the Project or if, in the reasonable opinion of the Project Management Team, the Contractor is repeatedly failing to achieve an acceptable standard or milestone in relation to the Project. If this occurs, the NC3Rs shall not be obliged to make any further financial payment to the Contractor and reserves the right to reclaim all or part of the funding provided to the Contractor in relation to the Project.
- 2.7. The Contractor must ensure that the Project is carried out in accordance with all applicable ethical, legal and regulatory requirements including but not limited to relevant provisions of the General Data Protection Regulation, the Data Protection Act 2018, the Bribery Act 2010, the Fraud Act 2006, the Equality Act 2010 and the Modern Slavery Act 2015.
- 2.8. The Contractor must ensure that the Project and any acquisitions made by the Contractor are compliant with the National Security and Investment (NSI) Act 2021. Any asset or entities within the scope of the Act, obtained by the Project funding awarded to the Contractor, completed on or after 12 November 2020, including when collaborating with third parties to acquire, sell or develop qualifying entities or assets, must comply with these rules. The Contractor may be required to notify the government about an acquisition before you can complete it.
- 2.9. The NC3Rs will immediately suspend the Project and may require the Contractor to repay the funding if the Contractor is found to be in breach of the National Security and Investment (NSI) Act 2021.

3. Obligations of the Contractor and the NC3Rs

- 3.1. Upon entering into this Agreement, the Contractor shall put in place adequate standard terms and conditions with all Sub-contractors and these shall be produced for inspection by the NC3Rs upon request.
- 3.2. The Contractor shall manage and complete the Project and provide the Deliverables by the Completion Date in accordance with the specification contained in Schedule 3 and shall allocate sufficient resources to the Project to enable it to comply with this obligation.
- 3.3. The Contractor shall meet any performance dates specified in Schedule 3 or as modified by the Project Management Team during the course of the Project. If the Contractor fails to do so, the NC3Rs may, after giving the Contractor not less than fourteen (14) days' notice of its intention to do the same (without prejudice to any other rights it may have):
 - 3.3.1. terminate this Agreement in whole or in part according to the terms of Clause 15.3.3;
 - 3.3.2. refuse to accept any subsequent performance of the Project which the Contractor attempts to make;
 - 3.3.3. hold the Contractor accountable for any direct loss incurred.
- 3.4. The Contractor undertakes to:
 - 3.4.1. co-operate with the NC3Rs in all matters relating to the Project;
 - 3.4.2. subject to the prior written approval of the NC3Rs, appoint or, at the written request of the NC3Rs, replace without delay:
 - 3.4.2.1. the Contractor's Representative who shall have authority under this Agreement contractually to bind the Contractor on all matters relating to the Project; and
 - 3.4.2.2. Key Staff or any member of the Contractor's Staff, who shall be suitably skilled, experienced and qualified to carry out the Project;
 - 3.4.3. procure the availability of the Contractor's Representative and Key Staff for the purposes of the Project;
 - 3.4.4. promptly inform the NC3Rs of the absence of the Contractor's Representative and/or Key Staff. If the NC3Rs so requires, the Contractor shall provide a suitably qualified replacement;

- 3.4.5. not make any changes to the Contractor's Representative or the Key Staff without the prior written approval of the NC3Rs, such approval not to be unreasonably withheld or delayed;
 - 3.4.6. ensure that the Contractor's Staff use reasonable skill and care during the Project;
 - 3.4.7. ensure that the Contractor's Staff observe any reasonable requirements of the NC3Rs;
 - 3.4.8. notify the Project Management Team as soon as it becomes aware of any issues which arise in relation to the Project;
 - 3.4.9. before the Commencement Date obtain, and at all times during the period of this Agreement, maintain all necessary licences and consents and comply with all relevant legislation in relation to the Project;
 - 3.4.10. comply at all times with all Companies House filing requirements; and
 - 3.4.11. notify the NC3Rs within fourteen (14) days if, during the term of the Agreement:
 - 3.4.11.1. there is a material change to the Contractor's ownership or management; or
 - 3.4.11.2. the Contractor becomes unable to deliver on its obligations under the Agreement.
 - 3.5. The Contractor will use its reasonable endeavours to achieve the targets which are agreed with the Partners pursuant to the Project, as defined in Schedule 3 or as modified by agreement of the Project Management Team during the course of the Project.
 - 3.6. The Contractor acknowledges and agrees that the NC3Rs is entering into this Agreement on the basis that the details of the Project are accurate and complete in all material respects and are not misleading.
 - 3.7. The NC3Rs shall:
 - 3.7.1. co-operate with the Contractor in all matters relating to the Project and appoint (and, as it thinks fit, replace) an NC3Rs Representative in relation to the Project, who shall have the authority under this Agreement contractually to bind the NC3Rs on matters relating to the Project.
 - 3.7.2. provide such information as the Contractor may reasonably request and the Contractor considers reasonably necessary, in order to carry out the Project, in a timely manner, and ensure that it is accurate in all material respects.
- 4. Accounting and Payments**
- 4.1. The total amount to be paid by the NC3Rs to the Contractor shall not exceed the amount set out in Schedule 4. Subject to these limits the Contractor is free to administer the Funding within the terms of this Agreement without further reference to the NC3Rs.
 - 4.2. Payments to third parties shall remain the responsibility of the Contractor who shall ensure that such payments are made promptly.
 - 4.3. During the Project Period, payments of Funding will be made by the NC3Rs in accordance with dates and amounts specified in Schedule 4. The NC3Rs may suspend this payment schedule at any time if in the view of the Project Management Team, acting reasonably, satisfactory progress on the Project has not been maintained, or reports have not been submitted as required under Clauses 11 and 12.
 - 4.4. The Contractor shall comply with Schedule 3. The NC3Rs may request at any time such evidence as may reasonably be required that the Contractor has used the Funding paid in accordance with Schedule 3 in connection with the Project. The Contractor shall maintain proper financial records relating to the Project at all times during the Project Period and for a period of six (6) years after the end of the Project Period.
 - 4.5. The Contractor shall not make any material changes to the work detailed in Schedule 3, or the total Funding amount payable under the Contract, without prior written approval being given by the NC3Rs.
 - 4.6. The Contractor grants to the NC3Rs and to any statutory or regulatory auditors of the NC3Rs and to authorised agents the right of reasonable access to (and if necessary to copy) the relevant financial records during normal business hours on dates and times to be agreed between the Contractor and the NC3Rs.
 - 4.7. If at any time an overpayment has been made to the Contractor for any reason whatsoever, the amount of such overpayment shall be taken into account in the assessing of any further Funding payments, or shall be recoverable from the Contractor at the NC3Rs discretion.

4.8. The Contractor shall keep and maintain until six (6) years after this Agreement has been completed, or as long a period as may be agreed between the Parties, full and accurate records of the Project including records of:

- 4.8.1.** all aspects of the Project;
- 4.8.2.** all expenditure reimbursed by the NC3Rs;
- 4.8.3.** all payments of Funding made by the NC3Rs;

and the Contractor shall on request afford the NC3Rs or the NC3Rs Representatives such access to those records as may be reasonably required in connection with this Agreement on dates and times to be agreed between the Contractor and the NC3Rs.

4.9. Where the Contractor enters into a Sub-Contract with a supplier or contractor for the purpose of performing its duties under this Agreement, it shall cause a term to be included in such a Sub-Contract that requires payment to be made of undisputed sums by the Contractor to the Sub-contractor within a specified period not exceeding thirty (30) days from the receipt of a valid invoice, as defined by the Sub-Contract requirements.

4.10. Wherever, under this Agreement, any sum of money is recoverable from or payable by the Contractor (including any sum that the Contractor is liable to pay to the NC3Rs in respect of any breach of the Agreement), the NC3Rs may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Agreement or under any other agreement or contract with the NC3Rs.

4.11. The Contractor shall make any payments due to the NC3Rs without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise, unless the Contractor has a valid court order requiring an amount equal to such deduction to be paid by the NC3Rs to the Contractor.

5. Variation

5.1. If at any time it appears likely that any provision of the Agreement, in particular details of the Project, needs to be varied, the Contractor shall immediately inform the NC3Rs in writing requesting a Variation to the Agreement, giving full details of the justification for the request and giving proposals for the Variation to the Agreement. Upon receipt of such a request the NC3Rs may:

- 5.1.1.** agree to vary the Agreement;
- 5.1.2.** vary the Project in a manner which the Contractor agrees can be carried out within the Project Period and Approved Cost; or
- 5.1.3.** refuse the request and require the continuation of the Project in accordance with the Agreement.

5.2. Any Variation to the Agreement shall be set out in a Variation to Agreement Form as set out at Schedule 2 and signed by both Parties.

6. Staff Appointments

6.1. All staff providing Services in connection with this Agreement shall be bound by the same terms and conditions of service which are normally applicable to the Contractor's Staff.

6.2. The NC3Rs has a commitment to equal opportunities which the Contractor must adhere to. The Contractor must not discriminate on the grounds of gender, race, disability, sexuality, age or religion or otherwise allow any employment legislation to be breached.

6.3. The Contractor shall ensure that the terms and conditions of the Contractor's Staff contain provisions in respect of Intellectual Property compatible with the terms of this Agreement.

6.4. The Contractor shall ensure the Contractor's Staff comply with any of the NC3Rs rules and regulations in this respect.

7. Publicity

7.1. During the Project Period, and prior to the publication of the Results or Data or of matters arising from such Results or Data, the Parties shall not (except as set out in Clause 2.1) without the prior written consent of the Project Management Team release, or otherwise make available to third parties, information relating to the Agreement or the Project by means of any public statement in particular any press announcement or displays or oral presentations to meetings, such consent is not to be unreasonably withheld.

7.2. In the event that a Party fails to comply with Clause 7.1 the other Party reserves the right to terminate the

Agreement for Default by providing written notice, in accordance with Clause 15.3.3.

8. Confidentiality

- 8.1.** In this Agreement “**Confidential Information**” means, subject to Clause 8.2, any information (whether written, oral, in electronic form or in any other media) that is disclosed by or on behalf of a Party (the “**Discloser**”) to the other Party (the “**Recipient**”) or its representatives whether before, on or after the date of this Agreement and that relates (in whole or in part) to the Discloser or its business or the terms of or subject matter of this Agreement or any discussions or documents in relation to it, and in respect of such information each Party will be deemed to be a Recipient.
- 8.2.** The Recipient’s obligations under this Clause 8 will not extend to Confidential Information which:
- 8.2.1.** the Discloser agrees in writing is not Confidential Information;
- 8.2.2.** at the time of disclosure was in the public domain or subsequently enters into the public domain other than as the direct or indirect result of a breach of this Clause 8 by the Recipient or any of its representatives; or
- 8.2.3.** the Recipient can prove:
- 8.2.3.1.** has been received by the Recipient (or one of its representatives) at any time from a third party who did not acquire it in confidence and who is free to make it available to the Recipient (or the relevant representative); or
- 8.2.3.2.** was independently developed by the Recipient (or one of its representatives) without any breach of this Agreement.
- 8.2.4.** must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Recipient making the disclosure, including any requirements for disclosure under the FOIA Laws.
- 8.3.** The Recipient will at all times:
- 8.3.1.** keep the Confidential Information secret and will only disclose it in the manner and to the extent expressly permitted by this Clause 8 or as otherwise permitted by the Discloser in writing or as required by law or by any governmental or regulatory authority (including any stock or investment exchange or listing authority or the Panel on Takeovers and Mergers);
- 8.3.2.** use the Confidential Information solely for the purpose of performing its obligations and exercising its rights under this Agreement; and
- 8.3.3.** keep the Confidential Information safe and secure and apply to it documentary and electronic security measures that match or exceed those the Recipient operates in relation to its own confidential information and will never exercise less than reasonable care.

9. Rights to Data

- 9.1.** The NC3Rs reserves the right to have access to and to use Data compiled during the course of the work and will respect existing guidance on confidentiality of any Data which it obtains and will treat such Data as confidential until published by the Partners in accordance with Clause 14.

10. Ethics

- 10.1.** The Contractor will ensure that any work carried out at the Contractor’s facilities that is in any way connected with this Project is conducted in accordance with the NC3Rs guidelines as may be issued or referred to from time to time by the NC3Rs, copies of which are to be made available to the Contractor as appropriate.

11. Monitoring and Reporting

- 11.1.** Progress of the Project will be reviewed periodically by the Partners against the specifications detailed in Schedule 1.
- 11.2.** During the Project Period the Contractor shall provide written reports as reasonably required by the NC3Rs Representative on any aspect of the Project.
- 11.3.** The Contractor shall allow such of its facilities, procedures and documentation as they relate to the Project to be

submitted for scrutiny by the NC3Rs or its auditors in order to ascertain compliance with the relevant laws of the United Kingdom and the terms of this Agreement on dates and times to be agreed between the Contractor and the NC3Rs.

- 11.4. The Contractor shall retain and maintain all assets necessary to ensure continued compliance with the FOIA and all other legislation that may apply from time to time.
- 11.5. The NC3Rs uses an online system to collect information on the outputs and outcomes of research they fund and provides guidance on the use of the system and the timing and scope of reporting that is required. The Contractor must ensure that the system is used in accordance with the guidance provided. The NC3Rs also reserves the right not to consider further applications from a Contractor where the reporting requirements on previously awarded grants are not observed.
- 11.6. On Project completion, and for a period of up to five (5) years thereafter, the NC3Rs may wish to evaluate the impact of funding awarded to the Project. The Contractor is expected to comply with all reasonable requests for information made for this purpose.

12. Final Report, Final Expenditure Statement and Evaluation

- 12.1. The Contractor shall provide a draft final report on the Project in confidence to the NC3Rs, within three (3) months of the Completion Date or date of termination. The draft final report shall be in a form which is in compliance with the guidance notes issued by the NC3Rs as amended from time to time or as otherwise required by the NC3Rs Representative and shall include a summary of the Data, methods, Results and final conclusions together with management information and any other information relating to the Project up to the Completion Date.
- 12.2. The Contractor shall provide a final expenditure statement to the NC3Rs, within three (3) months of the Completion Date or date of termination. Any unspent Funding will be recovered. Failure to provide an expenditure statement demonstrating the expenditure incurred by the Project will result in the Contractor being disqualified from participation in future CRACK IT competitions and all other competitions managed by the NC3Rs. For the avoidance of doubt, the only sum payable by the NC3Rs to the Contractor is the Funding.
- 12.3. Notwithstanding the provisions of Clauses 11 and 12.1, the NC3Rs is entitled to carry out a visit to the Contractor's premises at dates and times to be agreed between the Contractor and the NC3Rs for the purpose of due diligence and evaluation in respect of the Project.

13. Intellectual Property Rights

- 13.1. The NC3Rs, other than ensuring that any Foreground Intellectual Property, in particular that relating to the 3Rs, is appropriately disseminated, shall not have any rights or obligations and/or responsibilities with regard to Results and other Intellectual Property arising from the Project.
- 13.2. The Contractor shall submit to the NC3Rs any contracts with Sponsors relating to the Project prior to entering into such contracts to enable the NC3Rs to satisfy itself that Foreground Intellectual Property shall be owned by the Contractor and its Sub-contractors as set out in clause 13.3 and not by the Sponsor.
- 13.3. **Ownership of and Access to Background Intellectual Property**
 - 13.3.1. Each Party and Sub-contractor shall remain the exclusive owner of its own Background Intellectual Property.
 - 13.3.2. Any Party shall be entitled but not obliged to introduce into the Project and to designate as Background Intellectual Property, any data, information as well as know-how, copyrights or other intellectual property rights pertaining to such information which is generated, held or acquired by the Party after the start of the Project, by notification to the Project Management Team of an update to Schedule 6 of this Agreement.
 - 13.3.3. Each Party shall, to the best of its knowledge, inform the Chair of the Project Management Team as identified in Schedule 7, of any legal restrictions of which they are aware that may affect the use of their respective Background Intellectual Property, for completing the Project. The Chair of the Project Management Team shall inform the NC3Rs of such restrictions and include such information in Schedule 6 of this Agreement.
 - 13.3.4. Each Party shall be granted access rights to the other Party's Background Intellectual Property and the other information referred to in Clause 13.3.2 that is necessary or desirable for carrying out the Project that is included in the Project (a) for the purposes of fulfilling their obligations under the Project and (b) as is necessary for the use of Foreground Intellectual Property subject to the provisions of 13.4.3. Such access rights shall not confer any right to sub-licence or exploit each other's Background

Intellectual Property.

13.3.5. Each Party may licence, assign or otherwise dispose of or transfer ownership of its own Background Intellectual Property provided that the rights of the other Parties under Clause 13.3.4 will not be affected by such transfer.

13.4. Ownership of and Access to Foreground Intellectual Property

13.4.1. Where Foreground Intellectual Property is generated by the Parties under the Project, said Foreground Intellectual Property shall be jointly owned by the Contractor and its Sub-contractors (“the Co-owners”).

13.4.2. The Co-owners shall between themselves establish an ownership and rights of use agreement regarding the terms of exercising such Foreground Intellectual Property and the completion of said agreement shall not to be unduly delayed.

13.4.3. The Contractor shall ensure that its agreements with Sub-contractors provide that until such time that a separate ownership and rights of use agreement is put in place:

13.4.3.1. each Co-owner shall be granted a non-exclusive, world-wide, fully paid up, royalty-free, perpetual, irrevocable licence to use the Foreground Intellectual Property solely for non-commercial purposes, including the right to grant non-exclusive, royalty free sub-licences to its Affiliated Entities, also for non-commercial purposes but only with the prior written consent of the other Co-owners, such consent not to be unreasonably withheld; and

13.4.3.2. moreover, until such time that an ownership and rights of use agreement is put in place, each Co-owner and its Affiliated Entities shall have a non-exclusive license to use for commercial purposes the jointly owned Foreground Intellectual Property, including the right to grant non-exclusive sub-licences subject to the following conditions:

13.4.3.2.1. prior notice of at least sixty (60) days including full details for such commercial use must be given to the other Co-owner(s); and,

13.4.3.2.2. terms for fair and reasonable compensation to the other Co-owners, must be negotiated and agreed between the Co-owners, on a case-by-case basis, prior to such commercial use.

13.4.4. Should the other Parties wish access to said Foreground Intellectual Property (and Background Intellectual Property as is necessary for the use of such Foreground Intellectual Property) for whatever purpose and at whatever time, whether during or after the term of the Project, the Parties the Contractor acting on behalf of the Co-owners, shall between themselves establish an agreement regarding the terms of access to said Foreground Intellectual Property and the completion of said agreement shall not be unduly delayed.

13.4.5. Where a Party, other than the Contractor, in accordance with this Agreement, has entered into any agreement with a Sub-contractor or its Affiliated Entity in respect of any part of said Party’s Allocated Work, that Party shall ensure that any Foreground Intellectual Property arising thereunder will be owned in accordance with Clause 13.2.1.

13.4.6. Where the jointly owned Foreground Intellectual Property is directly related to the 3Rs and expressly or implicitly has 3Rs benefits, the Co-owners shall:

13.4.6.1. each grant non-exclusive, royalty free sub-licences to Third Parties wishing access to said Foreground Intellectual Property, where said third parties are academic or not for profit institutions, solely for non-commercial purposes.

13.4.6.2. each grant non-exclusive, royalty bearing sub-licences to Third Parties wishing access to said Foreground Intellectual Property, other than academic or not for profit institutions, on fair and reasonable terms, and subject to the following conditions:

13.4.6.2.1. prior notice of at least sixty (60) days must be given to the other Co-owner(s), including the heads of terms for the proposed sub-licence; and

13.4.6.2.2. terms for fair and reasonable compensation to the other Co-owners, must be negotiated and agreed between the Co-owners, on a case-by-case basis, prior to the sub-licence being granted.

13.5. Protection and Prosecution of Foreground Intellectual Property

13.5.1. The Contractor shall take such steps as are commercially desirable to protect the Foreground Intellectual Property, including (a) prosecuting to grant any patent applications that may be necessary to protect the Foreground Intellectual Property; and (b) taking action in respect of any alleged or actual infringement of said Foreground Intellectual Property.

14. Dissemination

14.1. If a Partner wishes to disseminate information relating to the Foreground Intellectual Property, it shall give the other Partners (via the Project Management Team) no less than thirty (30) days prior written notice of any such publication, during which time any objection to the publication must be raised. Where no objection is made during said period, this shall be deemed an approval of the dissemination activity. However, if an objection is made and upheld, the publishing Partner shall:

14.1.1. extend the thirty (30) day review period and delay the proposed publication for a period of no more than ninety (90) days; and/or

14.1.2. modify the publication as requested for scientific, patent reasons or the taking of such measures as another Partner deems appropriate to establish and preserve its proprietary rights in the information in the material being submitted for publication or presentation.

14.2. For the avoidance of doubt, the other Partners may not publish or communicate the Foreground Intellectual Property without the prior written approval of the Project Management Team, except to their Sub-contractors, such approval not to be unreasonably withheld.

14.3. Nothing in this Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of any of the Partners or any of their logos or trademarks without that Partner's prior written approval.

14.4. Unless the NC3Rs requests otherwise, any publication or dissemination activity that shall arise from work that has received at least 20% of its funding from the Project shall include:

- (a) the NC3Rs and CRACK IT Challenge logos where appropriate; and
- (b) a statement specifying that the Foreground Intellectual Property in question was made with the assistance of financial support from the NC3Rs with reference to the Agreement Number. This statement shall also appear on any patent application or patent issued on Foreground Intellectual Property of the Project.

14.5. Details of any publication and an electronic copy of the published version must be provided to the NC3Rs within two (2) months following publication, said information to be provided by the Chair of the Project Management Team, and the publishing Partner shall procure that the NC3Rs shall have the right to publicise said publication on their own website.

14.6. All Foreground Intellectual Property must be disseminated to all other Partners within one (1) year of the expiry of the Project provided this does not jeopardise or interfere with the confidentiality of any associated Background Intellectual Property or pending Intellectual Property rights on such Background Intellectual Property or Foreground Intellectual Property, and to the extent such dissemination or publication is not an infringement of another Party's Confidential Information. If the Partners do not disseminate within such time period without good reason (e.g. patent application filings still pending), the NC3Rs has the right to disseminate such Foreground Intellectual Property in a manner consistent with the Agreement and taking into account the above limitations related to Background Intellectual Property Intellectual Property rights and confidentiality terms.

15. Termination Upon Occurrence of Events

15.1. This Agreement, without prejudice to any other provision of the Agreement, may be terminated by either Party giving three (3) months' notice in writing to the other, unless the time remaining to the end of the Project Period is less than three (3) months, in which case the notification time shall be all remaining time to the end of the Project Period. Should the option to terminate be exercised by the NC3Rs, it shall indemnify the Contractor from and against all and any actual loss unavoidably incurred by reason or in consequence of the termination provided that the Contractor takes all immediate and reasonable steps to minimise the loss.

15.2. With regards to Clause 15.1 above, the NC3Rs will not pay any sum which, when taken together with any sums paid or due or becoming due to the Contractor under this Agreement, will exceed such total sums as would have been payable under this Agreement if the Contractor had fulfilled its obligations under this Agreement.

15.3. The NC3Rs may at any time give notice in writing, terminating this Agreement without liability for any damage, loss or expenses arising as a result of or in connection with such termination if:

- 15.3.1.** any approvals, consent or licences required under this Agreement are not given unconditionally within 6 (six) months of the commencement of the Project Period;
 - 15.3.2.** the Contractor is subject to an Insolvency Event;
 - 15.3.3.** the Contractor is in Default under this Agreement and if:
 - 15.3.3.1** the Default is capable of remedy and the Contractor shall have failed to remedy the Default within thirty (30) days of written notice being sent to the Contractor specifying the Default and requiring its remedy;
 - 15.3.3.2** the Default is not capable of remedy; or
 - 15.3.3.3** the Default is due to proven fraudulent misrepresentation of the performance and achievement of any performance dates specified in Schedule 3 or as agreed by the Project Management Team during the course of the Project. In the event of default by fraudulent misrepresentation, all or part of the sums previously paid by the NC3Rs to the Contractor under this Agreement will be refunded by the Contractor.
 - 15.3.4.** any provision of this Agreement (other than as previously specified in the preceding provisions of this Clause 15) expressly entitles the NC3Rs to terminate this Agreement.
- 15.4.** Termination of this Agreement by the NC3Rs under the preceding provisions of this Clause 15 shall (at the option of the NC3Rs) terminate this Agreement with immediate effect as from the date of service of the notice of that termination or from the expiry of a period (not exceeding 6 (six) months) specified in that notice.
- 16. Consequence of Termination**
- 16.1.** Termination of this Agreement, however caused, shall not:
- 16.1.1.** release either Party from any duty or obligation of confidence which falls on it, its servants, agents, employees or former employees under this Agreement or under the general law governing confidential information;
 - 16.1.2.** prejudice or affect any rights, action or remedy which shall have accrued before termination or shall accrue thereafter to any Party.
- 17. Equipment**
- 17.1.** At the end of the Project Period, and after the final presentation of the Results of the Project, all equipment purchased for use on the Project with funds provided by the NC3Rs shall become the property of the Contractor.
- 18. Warranties**
- 18.1.** The Contractor warrants and represents that:
- 18.1.1.** the Contractor has full capacity and authority and all necessary licences, permits and consents to enter into and perform this Agreement;
 - 18.1.2.** this Agreement is executed by a duly authorised representative of the Contractor;
 - 18.1.3.** there are no actions, suits or proceedings pending or, to the Contractor's knowledge, threatened against or affecting the Contractor before any court or administrative body or tribunal that might affect the ability of the Contractor to meet and carry out its obligations under this Agreement;
 - 18.1.4.** the Project will be carried out by appropriately experienced, qualified and trained personnel with all due skill, care and diligence;
 - 18.1.5.** the Contractor will discharge its obligations hereunder with all due skill, care and diligence including, but not limited to, good scientific practice and (without limiting the generality of the foregoing) in accordance with its own established internal procedures;
 - 18.1.6.** the provision of the Project and the NC3Rs use thereof shall not, to its knowledge, infringe any Intellectual Property rights of any third party; and
 - 18.1.7.** the Contractor will ensure that all Sub-contractors and third parties comply with all relevant legislation.

19. Indemnity and Insurance

- 19.1.** The Contractor shall fully indemnify the NC3Rs, its officers, servants and agents fully against any liability, loss, claim or proceedings whatsoever arising under any statute or at common law in respect of:
- 19.1.1.** any damage to property, real or personal, including any infringement by the Contractor of third party Intellectual Property rights whether patents, copyright, registered designs or otherwise, arising out of, in the course of or in connection with the portion of the Project for which the Contractor is responsible.
 - 19.1.2.** any injury to persons, including injury resulting in death and arising out of or in the course of or in connection with the portion of the Project for which the Contractor is responsible except in so far as such damages or injury shall be due to any act or neglect of the NC3Rs.
- 19.2.** The Contractor shall promptly notify the NC3Rs if any claim or demand is made or action brought against the Contractor for infringement or alleged infringement of Intellectual Property which might affect the Project.
- 19.3.** The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of the Agreement.
- 19.4.** The Contractor shall hold employer's liability insurance in respect of staff in accordance with any legal requirement for the time being in force.
- 19.5.** The Contractor shall produce to the NC3Rs, on request, copies of all insurance policies referred to in this Clause or other evidence confirming the existence and extent of the cover given by those policies, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 19.6.** The terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Agreement. It shall be the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability referred to in Clause 19.3 above.
- 19.7.** Save as expressly stated elsewhere in this Agreement neither Party shall be liable to the other for consequential loss or damage or loss of opportunity, revenue or profit.
- 19.8.** Nothing in this Agreement shall limit or exclude any liability for death or personal injury or fraud, or other liabilities which cannot be limited or excluded at law.

20. Anti-Corruption

- 20.1.** The Contractor will, and will procure that its officers, employees, agents, Sub-contractors and any other persons who perform services for or on behalf of it in connection with this Agreement will:
- 20.1.1.** not commit any act or omission which causes or could cause it or the NC3Rs to breach, or commit an offence under, any laws relating to anti-bribery and/or anti-corruption, including the Bribery Act 2010;
 - 20.1.2.** comply with [the NC3Rs's anti-bribery policy as updated from time to time]/[its anti-bribery policy (as notified to the NC3Rs) and make such amendments to that anti-bribery policy as may be reasonably required by the NC3Rs from time to time;
 - 20.1.3.** keep accurate and up to date records showing all payments made and received and all other advantages given and received by it in connection with this Agreement and the steps it takes to comply with this Clause 20.1.1, and permit the NC3Rs to inspect those records as reasonably required; promptly notify the NC3Rs of:
 - 20.1.3.1.** any request or demand for any improper financial or other advantage received by it; and
 - 20.1.3.2.** any improper financial or other advantage it gives or intends to give whether directly or indirectly in connection with this Agreement; and
 - 20.1.4.** promptly give the NC3Rs written notice of any breach of this Clause 20.1.
- 20.2.** The NC3Rs may terminate this Agreement immediately by giving written notice to that effect to the Contractor if the Contractor is in breach of Clause 20.1.1.
- 20.3.** The Contractor will include in any Sub-Contract which it enters into in connection with this Agreement:
- 20.3.1.** a clause equivalent to this Clause 20; and
 - 20.3.2.** a right under the Contracts (Rights of Third Parties) Act 1999 for the NC3Rs to exercise equivalent

rights over the Sub-contractor to those which it exercises over the Contractor in Clause 20.1.3.

20.4. The Contractor will indemnify the NC3Rs against all Recoverable Liabilities in each case arising out of or in connection with:

20.4.1. any breach by the Contractor of Clause 20.1 (including any failure or delay in performing, or negligent performance or non-performance of, any of its obligations under Clause 20.1); and/or

20.4.2. any breach by any Sub-contractor of the Contractor of any equivalent provisions contained in the relevant Sub-Contract (including any failure or delay in performing, or negligent performance or non-performance of, any obligations).

21. Assignability

21.1. The Contractor shall not sub-contract, transfer or assign the whole or any part of this Agreement without the prior written consent of the NC3Rs, whose consent shall not be unreasonably withheld, and may be subject to such terms and conditions as the NC3Rs may see fit to impose.

21.2. The Contractor shall be responsible for any acts and omissions in relation to this Agreement and the Project objectives of its Sub-contractors as though they were its own.

22. Severability

22.1. If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been executed with the invalid provisions eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Agreement, the Parties shall immediately commence good faith negotiations to remedy such invalidity.

23. Waiver

23.1 A delay in exercising or failure to exercise a right or remedy under or in connection with this Agreement will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.

24. Dispute Resolution

24.1 Any dispute between the Parties arising out of or in connection with this Agreement (other than in relation to the payment of any money):

24.1.1 shall in the first instance be referred to the Contractor's Representative and the NC3Rs Representative for resolution. The Parties agree to work together in good faith to reach an agreed settlement of any such dispute.

24.1.2 If within fourteen (14) days of the meeting of the Contractor's Representative and the NC3Rs Representative the dispute has not been resolved, the Parties agree to submit the dispute to a director of the Contractor and the appropriate officer of the NC3Rs or such other person as the NC3Rs sees fit and who shall have responsibility to settle such dispute on behalf of the NC3Rs. The Parties shall meet within seven (7) days of the reference to them of any dispute and shall work together in good faith to resolve the dispute.

24.1.3 If within fourteen (14) days the dispute has not been resolved, the dispute may be referred, by either Party, to mediation, the mediator to be agreed between the Parties. The fee for the appointed mediator shall be shared equally between the Parties.

24.2 Nothing in Clause 24.1 shall preclude either Party from commencing an action in a court of law in England for a legal remedy where time is of the essence and the remedy sought is only available in a court of law. In all other circumstances the Parties shall attempt to resolve a dispute in accordance with Clause 24.1 before embarking on litigation.

24.3 If the matter cannot be resolved through mediation, the Parties will, at the request of either of them, attempt in good faith to resolve the dispute through an agreed alternative dispute resolution ("ADR") procedure.

24.4 If the matter has not been resolved by an agreed ADR procedure within one (1) month of the initiation of such procedure, the dispute shall be referred to a single arbitrator to be agreed upon by the Parties or in default of agreement within fourteen (14) days to be nominated by the president for the time being of the Chartered Institute of Arbitrators in accordance with the Arbitration Act 1996. The arbitration shall take place in London and shall be in accordance with the Arbitration Act 1996 and such arbitration rules as the Parties may agree or, in default of agreement, in accordance with the rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference into this Clause.

24.5 The decision of the arbitrator shall be final and binding on the Parties.

25. Notices

25.1 Any notice given under or in connection with this Agreement will be in the English language, marked for the attention of the specified representative of the Party to be given the notice and:

25.1.1 sent to that Party's address by pre-paid first-class post or mail delivery service providing proof of delivery; or

25.1.2 delivered to or left at that Party's address (but not, in either case, by the methods set out in Clause 18.1.1; or

The address and representative for each Party are set out below and may be changed by that Party giving at least twenty (20) Business Days' notice in accordance with this Clause 18.

NC3Rs

Contractor

Vicky Robinson
NC3Rs
Gibbs Building
Euston Road
London
NW1 2BE

[Insert representative and address]

26. Relationships

This Agreement does not make either Party the employee, agent, partner or legal representative of the other Party for any purpose whatsoever. Neither Party is granted any right or authority to assume or create any obligation or responsibility, expressed or implied, on behalf of or in the name of the other Party. In fulfilling obligations pursuant to this Agreement the Contractor shall be acting as an independent contractor.

27. General Data Protection Regulation

The NC3Rs handles all personal data in accordance with current UK data protection legislation and the EU General Data Protection Regulation (GDPR) where appropriate. It is the responsibility of the Contractor to ensure that individuals who receive award funding, or who are later involved in the Project, are made aware of how personal data may be used by both the NC3Rs and the Contractor. This includes information relating to groups such as students, supervisors, project partners, investigators, named researchers and support staff. To meet NC3R's obligations for public accountability and the dissemination of information, contents of funded proposals will also be made available on the NC3Rs websites and other publicly available sources. As a condition of funding, the NC3Rs may use the data to publish information on awards made. The NC3Rs may also share information with third parties to support, for example, open access publication and reporting outcomes via Researchfish.

28. Freedom of Information Act 2000

28.1 Each Party acknowledges and agrees that:

- 27.1.1. the NC3Rs and the Contractor are respectively subject to the requirements of the FOIA Laws and may receive a Request for Information;
 - 27.1.2. each Party that receives a Request for Information (the “**Request Recipient**”) shall be responsible for determining at its absolute discretion whether any requested information (including Confidential Information of the other Party) is subject to any exemption and/or exception from disclosure and/or publication in accordance with the relevant provisions of the FOIA Laws or is to be disclosed in response to a Request for Information, and nothing in this Agreement shall remove or in any way limit that discretion of the Request Recipient;
 - 27.1.3. it shall reasonably assist and cooperate with the Request Recipient to enable the Request Recipient to comply with its obligation under the FOIA Laws in relation to the Request for Information, including compliance with any time limits imposed under the FOIA Laws; and
 - 27.1.4. in some circumstances it may not be possible or reasonable for the Request Recipient to provide notice of any Request for Information or consider the comments of the other Parties in relation to it, prior to responding to such a request.
- 28.2 Subject to Clause 27.1, where the Request Recipient receives a Request for Information:
- 28.2.1 the Request Recipient will notify the Party whose Confidential Information is the subject of the Request for Information (the “**Affected Party**”) as soon as reasonably possible (and in any event within five (5) working days of receipt), confirming what Confidential Information is being requested; and
 - 28.2.2 the Request Recipient agrees to discuss in good faith with the Affected Party as to whether a relevant exemption/exception to the requirement to disclose the relevant Confidential Information under the FOIA Laws might be applicable, provided that the Affected Party makes itself available for such discussions within a reasonable time (and in any event five (5) working days of being notified of the Request for Information) so that the Request Recipient has a reasonable opportunity to consider the Affected Party’s comments prior to the deadline for the Request Recipient to respond to the Request for Information.
- 28.3 Where a Party receives a Request for Information in relation to information or records held by the other Party on behalf of the Request Recipient, the other Party will within five (5) working days of the request (or such shorter time frame requested, where it is necessary to ensure the Request Recipient’s compliance with FOIA Laws), provide the Request Recipient with a copy of such information in the form reasonably requested.
- 28.4 Each Party shall ensure that all information produced in the course of the Agreement or relating to the Agreement is retained for disclosure and shall permit the NC3Rs or Contractor as the case may be to inspect such records as requested from time to time.
29. **Contracts (Rights of Third Parties) Act 1999**
- 29.1 A person who is not a Party to this Agreement shall have no right to enforce any terms of it which confer a benefit on him under the Contracts (Rights of Third Parties) Act 1999.
30. **Entire Agreement**
- 30.1 This Agreement constitutes the entire Agreement between the Parties relating to its subject matter and:
- 30.1.1 each Party acknowledges that it has not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking (whether by the other Party or any other person and whether made to the other Party or any other person) except those expressly set out in this Agreement;
 - 30.1.2 each Party waives any claim for breach of this Agreement, or any right to rescind this Agreement, in respect of any representation which is not an express provision of this Agreement;
 - 30.1.3 nothing in this Clause 29 will be interpreted or construed as limiting or excluding the liability for fraud, fraudulent misrepresentation or fraudulent concealment prior to the execution of this Agreement.

31. Law and Jurisdiction

31.1 This Agreement shall be considered as a contract made in England and be construed in accordance with English Law. The English courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of or in connection with this Agreement, except that either Party may bring proceedings for an injunction in any jurisdiction.

Signed by the duly authorised signatory for and on behalf of the Contractor

(Title)

Date

Signed by the duly authorised signatory for and on behalf of MRC, which is part of UKRI, and the NC3Rs

(Chief Executive, NC3Rs)

Date

SCHEDULE 1

[Insert Deliverables]

SCHEDULE 2

VARIATION TO AGREEMENT FORM

Project Title:

Project Application No:

Agreement between the National Centre for Replacement, Refinement and Reduction of Animals in Research ("the NC3Rs") and

[_____] ("the Contractor")

Dated: _____ ("the Agreement")

Variation No: _____ Date: _____

The Agreement is varied as follows:

Words and expressions in this Variation shall have the meanings given to them in the Agreement.

The Agreement, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

For: Signed by the duly authorised signatory for and on behalf of MRC, which is part of UKRI, and the NC3Rs

Signed:

Full Name:

Position:

Date:

For: The Contractor

Signed:

Full Name:

Position:

Date:

SCHEDULE 3

PROJECT
PROJECT MILESTONES AND PLANNING
Commencement Date:
Completion Date:

SCHEDULE 4
FINANCIAL ARRANGEMENTS

PAYMENT SCHEDULE

The Commencement Date is: []

The Completion Date is: []

The following conditions will apply:

Payments will be made in stages and according to the following schedule (subject to satisfactory progress of the milestones noted in Schedule 3, as referred to in Clause 4.3):

| Quarters | Apr- Jun | Jul-Sept | Oct-Dec | Jan-Mar |
|-------------------------|----------|----------|---------|---------|
| Financial Year XX/XX | | | | |
| Financial Year XX/XX | | | | |
| Financial Year XX/XX | | | | |

If payment will not be made within this timeframe the NC3Rs will inform the Contractor of this. Time shall not be of the essence for such payment.

Contract terms are fixed; no negotiation will be entered into.

The Contractor must provide its company banking details to the UK Shared Business Services (UK SBS) prior to any payment being made; by completing the required online form sent by email by UK SBS.

Payments cannot be made until this information has been received.

The NC3Rs Finance Department will provide a purchase order number and invoicing instructions.

The total amount to be paid by the NC3Rs is specified in British Pounds Sterling. All payments under this Agreement shall be in British Pounds Sterling (GBP) only.

For applications from organisations based outside of the United Kingdom, please note that a Reverse Charge of VAT will be applied to your award. This will be charged at 20% and will need to be taken into consideration when costing your application, as the maximum amount that will be paid out, inclusive of VAT and Reverse Charges, will not exceed the total amount offered for the Challenge.

SCHEDULE 5

REPRESENTATIVES AND KEY STAFF

[The Contractor's registered Name]

[The Contractor's Representative]

[The Contractor's Key Staff]

[The Contractor's Registered Address]

The NC3Rs

[The NC3Rs Representative]

Gibbs Building

215 Euston Road

London

NW1 2BE

SCHEDULE 6

BACKGROUND INTELLECTUAL PROPERTY TO BE INCLUDED IN PROJECT

SCHEDULE 7

RESPONSIBILITIES OF THE CHAIR OF THE PROJECT MANAGEMENT TEAM

The proposed Project Management Team and arrangements for project management form part of the application. The Team will consist of the representatives of the Contractor, Sub-contractors, the NC3Rs and the agreed Sponsors.

The Chair of the Project Management Team will normally be the previous Lead Applicant and the representative of the Contractor, unless reasons to the contrary are given in the application and accepted by the NC3Rs.

The Chair has responsibilities as listed below:

- **Liaison with the NC3Rs:**

The Chair will be the first point of communication for the NC3Rs in all matters relating to the Project. Changes to the direction of the project, changes in key personnel, issues with the continuation of the involvement of individual Partners and any other problems that could affect the progress of the project should be communicated by the Chair to the NC3Rs.

- **Negotiation of the Agreement with the NC3Rs:**

The proposed Chair will assist in negotiations with the NC3Rs on behalf of the Sub-contractors.

- **Negotiation of Sub-Contracts:**

He/she will also assist in negotiating Sub-Contracts with the Sub-contractors.

- **Convening and chairing the meetings of the Project Management Team:**

The Chair will schedule quarterly meetings of the Project Management Team and can call on the NC3Rs for help with the organisational details. Meetings will be minuted, approved by the members of the Team and signed by the Chair at the subsequent meeting who will then submit them to the NC3Rs.

A representative from NC3Rs will attend the initial Project Management meeting and every six-month meeting thereafter unless otherwise agreed.

- **Submission of the Final Scientific Report and the Financial Expenditure Statement:**

The Chair will collate and write the final scientific report and the financial expenditure statement on behalf of the other Partners and submit this to the NC3Rs no later than three (3) months after the end of the award period.