



Grant Contract

Contract dated ('the Effective Date')

This Contract is between:

- (1) **The Cure Parkinson's Trust ('CP')** a charity operating under the name "Cure Parkinson's" registered in England and Wales under number 1111816 and in Scotland SCO44368 and a company limited by guarantee under company number 5539974, whose registered office is 120 New Cavendish Street, London W1W 6XX; and
- (2) [] (**'the Organisation'**) whose principal place of business is at [] ;

each being described as 'a Party', and collectively 'the Parties', in this Contract.

The person identified as the Grantholder (**'Grantholder'**) within the signature block of this Contract confirms, by signing this Contract, that the Grantholder has read and understood the contents of this Contract, including all rights and obligations herein. The Parties acknowledge that the Grantholder's signature is a pre-condition of their entering into this Contract.

1. The Grant

- 1.1 Subject to clause 1.3, 1.4 and 2.4.2 below, CP agrees to pay a sum or sums by way of a research grant (**'the Grant'**) to the Organisation in respect of the project described in detail in the final approved grant application and identified as [] (**'the Project'**) led by the Grantholder as follows:
 - (i) The total of [] is to be paid as specified in clause 1.4 below.
 - (ii) The Intended Project Start Date is:
 - (iii) The Intended Project Duration is:
 - (iv) The Intended Project Completion Date is:
- 1.2 The Organisation shall give written notice to CP: (i) as soon as possible after it starts the Project (hereafter **'the Actual Project Start Date'**), and in any event shall give such notice within five (5) working days after the Actual Project Start Date and (ii) as soon as possible after it has completed the Project, the date of which completion is hereafter called **'the Actual Date of Project Completion'**, and in any event shall give such notice within five (5) working days after the Actual Date of Project Completion.
- 1.3 The Grant offer is conditional upon the Actual Project Start Date occurring within 6 months of the Intended Project Start Date. If the Actual Project Start Date occurs more than 6 months after the Intended Project Start Date CP reserves the right, at

its sole discretion, to withdraw the Grant offer at any time without any liability to the Organisation or the Grantholder.

1.4 Subject to clauses 1.3, 1.7 and 2.4.2, CP will pay the Grant to the Organisation in instalments in arrears every six (6) months, the first payment being due six months after the Actual Project Start Date, provided that the Organisation:

- (i) has submitted to CP an invoice for the preceding six month period showing the work carried out on the Project in that period as set out in clause 3 below;
- (ii) has complied with its other reporting and accounting obligations in clause 3 below; and
- (iii) demonstrates to CP's satisfaction that reasonable progress on the Project has been made in the preceding six (6) month period and in the Project as a whole, as evidenced in the invoices, reports and any other information reasonably requested by CP from time to time.

1.5 Unless CP consents in writing in advance, the Organisation may use the Grant only to carry out the Project and the Organisation may not assign or charge the Grant nor use any part of the Grant for any other project or activity.

1.6 In the absence of any further agreement, CP will not be liable to make any payment to the Organisation in excess of the total amount of the Grant. Any request for extension funding in the future would be considered by CP on its merits, in the context of this Agreement.

1.7 With CP's prior written approval, the Organisation may issue interim invoices for payments at times other than every 6 months pursuant to clause 1.4 above, as set out in clause 3 below.

2: The Organisation's Conduct of the Project

2.1 Subject as provided below, the Organisation will make all reasonable efforts to ensure that (a) the Project is progressed diligently, consistently and without delay to its completion, including service of all reports and information as required in this Contract and service of notice of the Actual Date of Project Completion, and (b) the outcomes of the Project are disclosed to and used for the benefit of society in general and people with Parkinson's in particular, subject to the terms of this Contract.

2.2 Throughout the Project, and thereafter whenever it deals with or refers to the Project, the Organisation will, in or on its literature, website and other media which refer to the Project, publicly (i) acknowledge CP's support for the Project, and (ii) support CP's aims, particularly its aim to cure Parkinson's.

2.3 The Organisation warrants (a) that the costs and resources required for the Project but not funded by the Grant will be committed to the Project before the Intended Project Start Date; and (b) that before entering into this Contract it has fully and fairly disclosed to CP all information of which it is aware about the following:

- (i) details of any expected or current consultancy, purchase, grant, donation or benefit, including donated materials, product and human tissue, which it has obtained or hopes to obtain from a third party, insofar as likely materially to

- affect the potential exploitation of the IP, IPR (as defined in clause 5.1 below) and/or Results (including data) derived from the Project; and
- (ii) details of any actual or imminent conflict of interest potentially or actually material to the Project or the use of the Grant.

2.4 The Organisation will throughout the Project:

- 2.4.1 ensure that the research supported by the Grant and the conduct of every part of the Project complies with all applicable laws, regulations, codes of practice and governance and research guidelines in the UK and, insofar as not in conflict, in the EU and in any other relevant country, including any introduced while the Project is in progress.
- 2.4.2 obtain and maintain all approvals, licences and permissions from any regulatory body or any other person required for every part of the Project before any part of the Project commences. If any such approval, licence or permission is not available at the time of submission of the Grant application, funding will not begin until either (i) a copy of the relevant approval, licence or permission is received by CP or (ii) CP has agreed otherwise in writing.
- 2.4.3 ensure the proper financial management and administration of the Grant and its expenditure. The Organisation will on request at any time provide CP with a progress report and financial information in respect of the Project, including confirmation that its external auditors have signed off its annual accounts without qualification and raised no issue which might adversely affect the use of the Grant.
- 2.4.4 organise and undertake the Project in accordance with best practice applicable to the Project and the highest standards of scientific integrity and research methodology.
- 2.4.5 forthwith report any serious incident or serious risk arising during the Project in writing to CP and to the appropriate ethics committee. A serious risk includes any risk which, if it eventuates, threatens the safety, integrity or timely completion of the Project.
- 2.4.6 ensure that all ethical issues relating to the Project are identified and that any necessary or appropriate ethical approval for the Project is obtained before the Actual Project Start Date and is maintained throughout the Project.
- 2.4.7 ensure that in any experiment in the Project using animals:
 - (i) The simplest possible or least sentient species of animal is used, and that distress and suffering are avoided wherever possible.
 - (ii) The design of the experiment is appropriate and uses the minimum number of animals consistent with ensuring that the scientific objectives will be met.
 - (iii) The principles in the cross-funder guidance Responsibility in the Use of Animals in Bioscience Research are adopted.
(www.nc3rs.org.uk/responsibility).
 - (iv) It will consult the NC3Rs website for further information and guidance.
(www.nc3rs.org.uk).

(v) Any use of non-human primates will comply with the NC3Rs guidelines Primate Accommodation, Care and Use.

(<https://www.nc3rs.org.uk/non-human-primate-accommodation-care-and-use>).

(vi) It will use the ARRIVE guidelines (<https://www.nc3rs.org.uk/arrive-guidelines>) when designing its experiments and ensure that it reports on animal-based studies in accordance with the ARRIVE guidelines as far as possible, considering the specific editorial policies of the journal concerned.

(viii) It will follow all other applicable local laws and generally accepted guidance including the Guide for the Care and Use of Laboratory Animals on behalf of the USA National Research Council if applicable.

2.4.8 ensure that any clinical trial forming part of the Project is conducted and monitored in accordance with clause 2.4.1 above and any requirements from all relevant ethics committee(s).

2.4.9 provide a safe working environment for all individuals involved in the Project, reflecting the preceding obligations and ensure that the Grantholder and any other investigators involved in clinical trials involving medicines are authorised health professionals as defined in applicable laws and regulations.

2.4.10 provide a no-fault compensation scheme for participants in any clinical trial forming part of the Project. The Parties agree that CP has no responsibility or legal liability for harm to participants in any such clinical trial; the Organisation agrees to hold CP harmless and indemnify CP in respect of any claim in relation to such harm, and shall arrange liability insurance as indicated in clause 7.2.

2.4.11 inform CP immediately if:

(i) Any major change in the Project is anticipated or occurs including, without limitation, (a) failure to gain access to relevant facilities or services or (b) failure to gain any required approval, (c) a major change in personnel working on the Project or (d) any other circumstance which raises any reasonable doubt or question whether the objectives of the Project will be achieved; or

(ii) The Grantholder ceases to be employed by or engaged with the Organisation or the Project; or

(iii) There is any significant deviation in the Project research protocols from those identified in the Grant application.

In any such circumstance CP may at its option: (a) exercise the powers in clause 4 below; and/or (b) at its absolute discretion, take another course of action within the general intent of this Contract. Without limitation, and in its absolute discretion, CP may choose to consent to continuance of the Project and of this Contract, notwithstanding any such circumstance, or may choose (in circumstance 2.4.11(ii) above) to transfer the outstanding amount of the Grant to a new organisation associated with the Grantholder if the Grantholder and new organisation agree to be bound by all relevant terms of this Contract, or may choose to act in another way.

2.4.12 accept 100% responsibility for the health and safety of all persons directly or indirectly engaged with the Project, including participants in trials. The

Organisation accepts and will honour all duties owed to and responsibilities owed to such persons including, without limitation, appropriate staff terms and conditions of employment and welfare, training and supervision.

- 2.4.13 issue a contract of employment complying with relevant laws and regulations to all staff engaged on the Project.
- 2.4.14 ensure that everyone engaged in any activity associated with the Project (including the Grantholder, employees, students, visiting fellows, sub-contractors, visitors and others) does so on appropriate terms including contract terms, waivers or disclaimers such that the Organisation is able to honour its intellectual property ('IP') and confidentiality commitments and other obligations, as set out herein and otherwise.
- 2.4.15 maintain in place procedures for governing good research and practice and for the prevention of scientific or research misconduct, and for the handling of allegations of such misconduct. The Organisation will honour the commitments of the Research Council UK's Policy and Guidelines on Governance of Good Research Conduct April 2021 revision (and any successor revision) and handle any allegation of research misconduct by adopting procedures in or analogous to the Medical Research Council's Policy and Procedure for Inquiring into Allegations of Research Misconduct and the General Medical Council's report Good Practice in Medical Research (and any successor revisions).
- 2.4.16 ensure that any procedure which involves the removal, collection, retention or disposal of human organs and tissue from live donors or postmortem is carried out in accordance with all relevant legal requirements and guidance of the relevant authorities.
- 2.4.17 ensure that, without CP's prior agreement, the Organisation and the Grantholder do not enter into or remain subject to any arrangement with any third party which might materially affect the outcome of the Project, the use or exploitation of the Results (as defined at clause 5.6 below) or restrict publication of the Results in the manner hereinafter agreed.
- 2.4.18 ensure that the Grantholder (i) reads and notes the provisions herein; (ii) is fully aware of progress on the Project in the context of the Organisation's obligations hereunder and (iii) is available on reasonable notice to provide information referred to in this Contract to CP as the Organisation's prime point of contact.
- 2.4.19 where samples, specimens and/or materials ('Materials') are generated from research projects not involving humans that could be of value to future researchers, ensure that such Materials together with their correlative specimen data are (i) stored appropriately, and (ii) adequately annotated and that CP is informed in advance and its funding acknowledged if such Materials are released for further use. In the case of Materials generated from research projects involving humans, the Organisation shall ensure that those Materials are, wherever possible, retained together with their relevant clinical data in appropriate archives and made available through tissue banks (in the

case of the UK registered with UKCRC Tissue Director and Coordinating Centre). In such cases, the Organisation shall secure the consent of all relevant parties, including the Grantholder, sponsor or patient, so as to be in a position to make available, for future research, the Materials derived from the Project.

3: Reporting and Accounting

6-monthly and final scientific reports

- 3.1 Unless otherwise agreed in writing, or required by CP, the Organisation will report in writing to CP on the scientific, clinical and practical state of the Project:
- (i) during the life of the Project every six months following the Actual Project Start Date; and
 - (ii) after the Actual Date of Project Completion, or termination of this Contract if sooner, as required by clause 3.4 below. The Organisation's reports will include (a) a summary clause detailing the Project aims and progress using only non-confidential information as defined in clause 6.2 below, in terms appropriate for use on the CP website or any third parties and (b) a comprehensive report on progress to date, and especially in the preceding six months, including information on recruitment for and progress of clinical trials and/or all other research, Results (as defined in clause 5.6 below) and Confidential Information (as defined in clause 6.2 below), all in CP's standard format (a template for which format is available on request). CP shall have the right to share this comprehensive report with the specific members of CP's Research Committee and others as it deems necessary under conditions of confidentiality at least equivalent to those placed upon CP under this Contract.

Accounting records and reporting

- 3.2 The Organisation will at all times maintain full and proper accounting statements, spreadsheets, books and other records ('Records') in relation to the Project in accordance with industry best practice, and will grant CP or its representatives access to such Records at any time on request by CP.

6-monthly and final invoices

- 3.3 In relation to the six-month period beginning with the Actual Project Start Date and each subsequent 6-month period up to and including the Actual Date of Project Completion, or termination of this Contract if sooner, whenever occurring, the Organisation will supply CP with an invoice (for the preceding six months) showing in reasonable detail (i) the work done in the preceding six months on the Project and a reasonable breakdown of the associated expenditure incurred by the Organisation, and (ii) the amount of the Grant sought from CP in respect of such period, being such expenditure incurred by the Organisation in respect of such period.

Each such invoice shall be delivered to CP within a month of the end of the period to which it relates, save that the final invoice shall be delivered to CP within 3 months of the Actual Date of Project Completion, and each such

invoice shall be provided with a copy of the report referred to in clause 3.1 (i) or 3.1 (ii) above for the corresponding period, and shall include confirmation signed by the Grantholder on behalf of the Organisation that (i) the spending of the Grant in that period complied with the terms of the Grant; and (ii) no individual head of expense claimed exceeded the corresponding budgeted amount identified in the Grant application.

Further provisions relating to final financial report and final scientific report

3.4 Within 3 months of the Actual Date of Project Completion, or termination of this Contract if sooner, the Organisation will provide CP with final financial and scientific reports ('the Final Reports'). These Final Reports will include:

(i) a **final financial report** including:

(a) an overall statement of account signed by the Grantholder on behalf of the Organisation showing in detail the amount of the Grant paid by CP in respect of the Project, being the expenditure incurred by the Organisation in respect of such period, and a reasonable breakdown of that expenditure, and

(b) confirmation that all items acquired using the Grant and still in existence have been or will be returned to CP or disposed of as directed by CP (unless and to the extent agreed otherwise in writing);

and

(ii) a **final scientific report** including:

(a) a summary paragraph detailing the Project aims, progress and outcomes using only non-confidential information as defined in clause 6.2 below, in terms appropriate for use on the CP website or any third parties; and

(b) a comprehensive report on the conduct of the Project, including information on recruitment for and progress of clinical trials and/or all other research, Results (as defined in clause 5.6 below), and Confidential Information (as defined in clause 6.2 below), all in CP's standard format (a template for which format is available on request). CP shall have the right to share this comprehensive report with the specific members of CP's Research Committee and others as it deems necessary under conditions of confidentiality at least equivalent to those placed upon CP under this Contract.

Return of Grant monies

3.5 At the same time as it provides the Final Reports to CP, the Organisation will return to CP, without deduction or set-off, any part of the Grant monies then remaining unspent.

Information on request

- 3.6 CP may at any time require the Organisation to provide any financial information, confirmation or explanation that CP reasonably requires in relation to the Project or the Grant. In default thereof CP may instruct its own auditors, at its discretion and expense, to obtain such information from the Organisation or its records or personnel, and the Organisation shall provide unrestricted access for this purpose.

Interim invoices

- 3.7 With CP's prior written approval, the Organisation may issue interim invoices for payments at times other than every 6 months pursuant to clause 3.3 above. CP will pay such interim invoice in its discretion provided that the Organisation explains the need for the interim payment, and continues to comply in full with the reporting and invoicing obligations set out in this clause 3. The Organisation shall also explain and account for the interim payment within the next following scientific report, and 6-monthly invoice or financial report, otherwise required by this clause 3.

4: Term and Termination

- 4.1 This Contract shall commence on the Effective Date and continue in force until five (5) years after the Actual Date of Project Completion.
- 4.2 Without prejudice to CP's other rights and remedies, CP may at any time suspend, reduce or stop any future payments of the Grant, or require immediate repayment of some or all of the amounts of Grant paid and/or terminate this Contract with immediate effect, if:
- 4.2.1 The Organisation ceases to operate for any reason, is insolvent or placed into receivership, administrative receivership, administration or liquidation or any analogous process, or enters into any arrangement or composition for the benefit of its creditors;
- 4.2.2 The Organisation has committed a material breach of any term of this Contract which (i) is not capable of remedy; or (ii) has not been remedied following notification by CP identifying the breach requiring the Organisation to remedy it within 14 days (or such longer period as CP considers reasonable in the circumstances); and, for the avoidance of doubt, and without limitation the cessation of leadership of the Project by the Grantholder would constitute a material breach of this Contract;
- 4.2.3 There is a material change in ownership or control of the Organisation or in its membership, constitution or activities;
- 4.2.4 The Organisation at any time attempts to or transfers the Grant to any third party that is a separate entity (including a subsidiary) from the Organisation;
- 4.2.5 The Organisation fails to apply the Grant or any part of it for the purpose for which it was made, or fails to deliver the agreed programme as defined in The Project or otherwise amended by written agreement with CP;

- 4.2.6 Any information or representation contained within the Grant application or other documents submitted in support of the Grant by the Organisation to CP was (i) fraudulent or (ii) or materially incorrect or misleading when made;
- 4.2.7 The Organisation or any of its employees, servants or agents acts fraudulently or negligently at any time as regards the Project;
- 4.2.8 There is a material change in use of the Grant from that intended;
- 4.2.9 CP has good reason to believe that the Organisation is or will to a material extent be unable to deliver the Project in accordance with the requirements of this Contract.
- 4.3 In the event of expiry or termination of this Contract, the provisions of clauses 3, 4, 5.4-5.6 inclusive, 5.10.5, 5.11-5.19 inclusive, 6, 7 and 8 shall continue in full force and effect.

5: Intellectual Property

Definitions

- 5.1 In this Contract, the term 'intellectual property' or '**IP**' is used to mean any and all creations of the mind, including inventions, designs, brands and artistic works. The term '**IPR**' is used to mean any and all rights potentially protecting IP, including without limitation patents, rights to inventions, Supplementary Protection Certificates (SPCs), design rights, trade marks, copyright and related rights, moral rights, database rights, rights against unfair competition, rights to use and protect the confidentiality of confidential information (including know-how and trade secrets) and all rights of a similar or corresponding nature, in each whether or not registered or capable of registration, including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist now or in the future, in any part of the world.

Background IP & IPR

- 5.2 All IP and IPR existing at the Actual Project Start Date which is or may be used in or relevant to the Project at any time ('**Background IP & IPR**') will remain the property of the Party that owns it.

If, within 21 days of the Actual Project Start Date, either Party sends to the other Party specific details of the Background IP & IPR (not already in the public domain) that it claims and which it proposes to bring to the Project, unless challenged by written notice within a further 21 days of receipt (or unless obviously mutually inconsistent with Background IP & IPR notified by the other Party), such details shall be treated by the Parties for all purposes as that Party's Background IP & IPR.

Data

- 5.3 The Organisation will ensure that in any event where individual human subject-level data is collected it will review the applicable institutional review board/ethics committee approvals and informed consent document language and ensure that it allows (i) the use of anonymised or pseudonymised data for regulatory purposes and the sharing of such data with CP to the extent necessary to give effect to CP's rights under this Contract and (ii) the individual to be contacted regarding future relevant research. For the avoidance of doubt, the Organisation shall ensure that such informed consent allows CP at its option to disclose the anonymised or pseudonymised data in (i) above to third parties, including (without limitation) collaborators, academic institutions, and/or regulatory agencies, for research, regulatory and/or commercial purposes, or otherwise disclose such data in anonymised or pseudonymised form as indicated in clause 6.4 of this Contract.
- 5.4 Where the Project involves a clinical trial where individual human subject-level data are collected, unless otherwise specifically agreed:
- (i) the Organisation will make data relating to specific individuals available to CP on request by CP (in particular, within 21 days of any written request from CP) in CDISC or CDISC-compatible format (www.cdisc.org) and any other standardised format generally in use, in fully anonymised or pseudonymised form, using the highest standards and techniques to avoid possible re-identification of the anonymised or pseudonymised data, and as required by all relevant regulations, subject to (ii) below;
 - (ii) if the Organisation cannot comply fully with CP's written request due to its inability to provide the data in the precise format requested, the Organisation shall (within 21 days of the request) explain why it cannot so comply, and shall use its best endeavours to provide the data as requested, or as much of such data as is possible.
- 5.5 The Parties will ensure that, when storing and processing personal data, insofar as applicable they will at all times comply with the Data Protection Act 2018, the General Data Protection Regulation (GDPR) and the data protection principles thereunder, together with any other subsequent re-enactment or amendment thereof ('Data Protection Law'). All personal data acquired by either Party from the other shall be returned to the disclosing Party and/or destroyed upon request by the disclosing Party. The Parties hereby acknowledge that performance of a duty imposed by Data Protection Law shall not constitute a breach of any obligation in respect of confidentiality which may be owed to any other party.

The Results

- 5.6 Subject to clauses 5.2–5.5 above, and apart from anything the Organisation is otherwise legally entitled to withhold, the Organisation will on request provide CP with access to such of the following in the Organisation's custody or control which arise from or record the Project as CP reasonably requests, in a form reasonably convenient to CP, irrespective of time of creation, description, format, and whether interim or final: (i) all results, related data and information, working and organisational papers, analysis, lab notebooks, discussion papers,

correspondence, meeting minutes, reports, other documents recording any findings, and anything documenting any discovery or potential invention; and (ii) an explanation or information relating thereto; all of which are collectively herein referred to as '**the Results**'.

Protection and commercial exploitation of New IP/IPR

- 5.7 If at any time either Party considers that any IP or IPR might arise or have arisen in connection with the Project, including without limitation relating to any part of the Results or potentially arising from the Results ('**the New IP/IPR**'), it shall give the other Party written notice to that effect by letter (hereafter a '**Belief Letter**', which letter shall include a reference to itself as such).
- 5.8 Within 14 days of the date of despatch of a Belief Letter, or such longer period as the Parties may agree in writing, the Parties will meet and exchange information and opinions with the aim of entering into a further agreement between the Parties, covering (at least) the protection, development and exploitation of the New IP/IPR, including appropriate milestones and deadlines.
- 5.9 From the date of despatch of a Belief Letter, subject to the provisions below and save as the Parties may otherwise agree in writing, the Parties agree that the New IP/IPR shall vest in the sender of the Belief Letter (and in this Contract, the Party in whom the New IP/IPR is vested in this way is hereinafter called '**the Rights-Holder**').

Ownership and exploitation of New IP/IPR

- 5.10 Subject to any agreement made at or after the meeting required by clause 5.8 above, following the meeting:
- 5.10.1 The other Party will promptly assign to the Rights-Holder its respective whole right, title and interest in and to the New IP/IPR and will co-operate fully with the Rights-Holder by executing such documents and taking such reasonable steps at the expense of the Rights-Holder as may be necessary to allow it to protect, develop and exploit the New IP/IPR fully and effectively.
- 5.10.2 Subject to clause 5.10.4, as soon as practicable after the meeting referred to in clause 5.8, the Rights-Holder must promptly take all appropriate steps to protect the New IP/IPR identified in the Belief Letter in its name and at its cost or (with the other Party's prior consent) through its wholly owned technology transfer company. In particular the Rights-Holder must within 14 days of the meeting referred to in clause 5.8, or such other period as the Parties may agree in writing, initiate (and thereafter pursue with reasonable diligence) all steps needed to protect, develop and exploit the New IP/IPR fully.
- 5.10.3 Subject to clause 5.10.4, the Rights-Holder shall maintain all registrations and take all other reasonable steps required for such protection. It shall use its best endeavours promptly and profitably to develop and exploit the New IP/IPR commercially so as to (i) maximise the commercial returns thereby generated,

for the benefit of the Rights-Holder and therefore the benefit of the other Party pursuant to the provisions of this Contract, and (ii) simultaneously advance the actual and potential benefits to, and the interests of, people with Parkinson's and similar conditions.

- 5.10.4 If the Rights-Holder decides not to, or not to continue to, exploit the New IP/IPR, it must forthwith give the other Party written notice to that effect, in good time for such registrations to be made by or assigned to the other Party. In such case, or if the Rights-Holder fails to protect, develop and exploit the New IP/IPR in accordance with clause 5.10.2, it is deemed to have waived any right to protect and exercise them, whereupon the other Party shall be entitled to apply to protect the New IP/IPR in its own name. The obligations in clause 5.10.1 above shall thereupon apply to the retiring Rights-Holder, mutatis mutandis, the Rights-Holder being treated as the assigning Party referred to in that clause and the other Party being treated as the recipient.

Further contracts regarding New IP/ IPR and/or Results

- 5.10.5 For a period of five (5) years from the Actual Date of Project Completion, each Party may only negotiate or enter into any further contract with a third party referring to or in any way affecting this Contract, or facilitating or affecting the commercial development or exploitation of the New IP/IPR or Results (directly or indirectly) if (i) it has first given written notice in advance to the other Party of such intention and keeps the other Party fully and fairly informed of the course of the negotiations and/or progress; and (ii) in the case of entry into a further contract, both Parties are joined as parties to the further contract or the other Party waives its right to be so joined (such consent or waiver not to be unreasonably withheld in the light of the provisions of this Contract and the charitable objects of CP). Clauses 5.17 and 5.18 below will apply.

Records and Revenue Sharing

- 5.11 Each Party shall ensure that proper records (financial and otherwise) are kept recording (i) all development and exploitation activities relating to the New IP/IPR or Results, and (ii) all income received, and costs incurred, in developing and exploiting the New IP/IPR or Results. A Party making payments as defined below shall provide a statement on the Payment Dates defined at clause 5.14 below (and in respect of the periods referred to in that clause) summarising this information, and shall allow the other Party such reasonable access to the books and records as it may reasonably request from time to time.
- 5.12 In this Contract, the term '**Direct Costs**' is used to mean all external expenses incurred by and actually paid by a Party in relation to the filing, development, exploitation and maintenance of the New IP/IPR including but not limited to official filing fees, renewal fees, agent costs, the cost of collecting funds, and reasonable legal, litigation and other advisory and consultancy costs and fees. The term '**Direct Costs**' does not include (i) a Party's internal costs such as internal payments for salary, overheads, taxes or otherwise, (ii) a Party's expenses such as the cost of materials, nor (iii) any payment made externally

by a Party which is connected or relates to a sum received by that Party from a third party.

- 5.13 Subject to any agreement otherwise, if the New IP/IPR and/or Results generate any net income, whether, revenue, lump sum, regular or otherwise, for either Party (net income in this context meaning gross income generated by the New IP/IPR, and/or Results, less any Direct Costs), such Party shall pay to the other Party a share of such net income directly proportionate to the relative contributions of each Party estimable in financial terms.
- 5.14 On 7 January, 7 April, 7 July and 7 October in each year (**'the Payment Date(s)'**) the paying Party shall pay, to the other Party, the share referred to above of net income which is received in the 3-month period ending 3 months before the Payment Date (that is, by way of example, payments should be made on 7 July in respect of income received in the 3-month period from 8 January to 7 April).

Third parties

- 5.15 The Parties shall use their best endeavours to ensure that any Results and New IP/IPR are used or exploited for regulatory and other purposes promptly, for assessment of suitability of any associated drug for being made available to the public.

If at any time until five (5) years from the Actual Date of Project Completion, including before the Intended Project Start Date, either Party knows or believes that any entity or person, including a subsidiary or associate of either Party, is or is proposed to be materially involved in contributing to the creation, development or exploitation of the Results or New IP/IPR, the following clauses 5.16 – 5.18 shall apply.

- 5.16 The Party with such knowledge or belief (the **'Disclosing Party'**) shall promptly give full and fair written notice, to the other Party, of the intended or actual role and involvement of such entity or person (the **'Third Party'**).
- 5.17 For a period of five (5) years from the Actual Date of Project Completion, before taking any step to enter into any arrangement, agreement or other consensual process with a Third Party, including without limitation a material transfer agreement, a confidentiality agreement or any agreement, for the commercial use or exploitation of the Results or the New IP/IPR, the Disclosing Party shall provide to the other Party on a confidential basis reasonable details of the arrangement, agreement or process envisaged, including the identity of the Third Party, the Third Party's apparent intentions with regard to creation, development or exploitation of the Results and/or the New IP/IPR and the terms of any agreement envisaged with the Third Party.
- 5.18 For a period of five (5) years from the Actual Date of Project Completion, no such agreement, arrangement or process may be made without the prior written consent of the other Party (such consent not to be unreasonably withheld in the light of the provisions of this Contract and the charitable objects of CP).

Use of Results and New IP/IPR for non-commercial research

- 5.19 Subject to the provisions of clause 6 of this Contract, and any agreement otherwise between the Parties, provided that (i) six (6) months have elapsed from the Actual Date of Project Completion, and (ii) in respect of New IP/IPR only, no relevant Belief Letter has been sent:
- a) The Organisation shall have an irrevocable, perpetual, non-exclusive, royalty-free, worldwide, non-transferable right to use the Results and the New IP/IPR for its own academic and non-commercial research purposes; and
 - b) CP shall have an irrevocable, perpetual, non-exclusive, royalty-free, worldwide, transferable, sub-licensable right to use and disclose the Results and the New IP/IPR for the purposes of non-commercial research to progress CP's charitable objects, whether alone or in collaboration with third parties and whether sponsored or funded, in whole or in part, by any third party;

provided always that any recipient of Confidential Information shall keep the same confidential to the order of the Disclosing Party.

6: Confidentiality

Obligations regarding use and disclosure

- 6.1 Subject to the provisions of clauses 3.1, 3.3, 6.3, 6.4 and 6.5 below, each Party shall treat the terms of this Contract, and the Confidential Information (as defined in clause 6.2 below) disclosed to it, as confidential and safeguard it accordingly, and neither Party shall use or disclose such information for any purpose, provided always that this obligation shall not relate to any information which:
- (i) is already or enters the public domain other than through default of any Party; or
 - (ii) is required to be disclosed by law; or
 - (iii) was at the date of this Contract already in possession of the Party without restriction as to its use on the date of receipt; or
 - (iv) is agreed by the Parties to be disclosed.
- 6.2 The term '**Confidential Information**' is used in this Contract to mean any information which (a) is disclosed to CP by the Grantholder or the Organisation to report on the Project, including all information and reports envisaged in clauses 3 and 5 above relating the progress of the Project, the Results including data, New IP/IPR or Background IP & IPR, or (b) otherwise passes between the Parties and is treated as confidential by the disclosing Party and is identified as being so at the time of disclosure; in each case which information may include documents in any format, samples, specimens and other physical materials, processes, or ideas which arise from, are part of or relate to the Results or the New IP/IPR. The term '**non-confidential information**' is used to mean any other information and for the avoidance of doubt shall include the existence and

date of this Contract, the existence of the Grant, the Project title, the identities of CP as the funding body, the Organisation as the recipient institution and the Grantholder as leader of the Project, the financial amount of the Grant, the duration of the Project and a summary of the Project aims and progress in terms which do not refer to or rely on Confidential Information.

Publication & Use of Data

- 6.3 The Organisation (a) may publish the findings from the research funded by the Grant, or the significant relevant extracts thereof, in the absence of a Belief Letter (to the extent relevant) or any other agreement between the Parties, at any stage provided either that the Organisation shares a copy of the proposed publication with CP at least 2 months in advance of publication or CP otherwise consents, (b) shall use (subject to (a) above), use its best endeavours to publish the findings from the research funded by the Grant, or the significant relevant extracts thereof, as soon as possible, and (c) shall inform CP as soon as it is aware of any proposed publication date.
- 6.4 Notwithstanding clause 6.1, CP may disclose or publish any Confidential Information and/or Results in anonymised form, including publication on an open access platform, for use by a third party or third parties, if:
- (a) three months have elapsed after the Actual Date of Project Completion and the Organisation has not provided the Final Reports to CP; or
 - (b) three months have elapsed after provision of the Final Reports and the Organisation has not provided written notice to CP of its intention to publish the findings from the research funded by the Grant or the significant relevant extracts thereof, or
 - (c) twelve months have elapsed after the Actual Date of Project Completion and the Organisation has not provided written proof to CP of submission of a proposed publication of the findings from the research funded by the Grant or the significant relevant extracts thereof, or
 - (d) eighteen months have elapsed after the Actual Date of Project Completion and there has been no publication of the findings from the research funded by the Grant or the significant relevant extracts thereof, or
 - (e) in relation to disclosure or publication of the Results, twenty four months have elapsed after the Actual Date of Project Completion and there has been no other agreement between the Parties relating to the use, disclosure or publication of the Results.
- 6.5 The provisions of this clause 6 are subject to the following:
- (a) either Party may disclose Confidential Information to its independent suitably-qualified professional adviser who has agreed in writing, before disclosure, to terms of confidentiality equivalent to the requirements of this clause 6; and
 - (b) either Party may disclose or publish some or all of the non-confidential information at any time.
 - (c) the Organisation shall use its best endeavours to ensure that, in any publication relating to the Project, there is included a statement substantially as follows: "Funding for this research has been provided by

Cure Parkinson's"; and the Organisation confirms that the Grantholder shall use its best endeavours to ensure the same.

7: The Parties' liabilities and other matters

- 7.1 The Organisation is responsible for the Project. CP is merely making a Grant to assist in funding the Project. CP has no responsibility, financial or otherwise, for expenditure or liabilities arising out of the Project or incurred by the Organisation arising from it. Other than its commitment to pay the Grant and as herein set out, CP owes no legal responsibility to the Organisation nor otherwise in respect of any aspect of the Project or any claim relating to or arising from it.
- 7.2 Any legal liability to third parties arising out of or connected to the delivery of the Project rests with the Organisation, and not with CP and at all relevant times the Organisation shall have in place comprehensive liability insurance for any such liability. Such insurance policy shall name CP as an insured party and cover CP in respect of any such claimed liability and shall be available for viewing by CP upon reasonable notice. The Organisation hereby indemnifies CP in respect of any such liability.
- 7.3 Neither CP nor any of its trustees, directors, officers, employees, agents, representatives or sub-contractors will at any time be liable to the Organisation or any other person in relation to any matter arising in connection with the involvement and/or participation of the Organisation or any other person in the Project or its delivery and/or any other matter related to the Grant.
- 7.4 Save in the event of loss, damage or expenses arising as a consequence of fraudulent activity, the maximum aggregate liability of either Party for any reason whatsoever under this Contract shall not exceed the amount of the Grant.
- 7.5 A person not being a Party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any provision of this Contract.
- 7.6 Save as provided herein, without the prior written consent of the other Party neither Party may assign any rights hereunder or otherwise part with or deal in any interest in the Results or the New IP/IPR.
- 7.7 If any provision herein is found by a court or other legitimate body to be illegal, invalid or unenforceable, it will not affect the remaining terms, which will continue in force.
- 7.8 This Contract constitutes the whole and only agreement between the Parties relating to the subject matter of this Contract.
- 7.9 No variation of this Contract shall be effective unless it is made in writing, refers specifically to this Contract and is signed in manuscript by or on behalf of CP and the Organisation.

- 7.10 Nothing in this Contract shall be construed as creating any partnership or agency between any of the Parties. The Organisation shall in no circumstances hold itself out as being authorised to enter into any contract on behalf of CP.
- 7.11 Nothing in this Contract is intended to create a VAT taxable supply. The Parties shall cooperate in good faith in resisting any argument by HM Revenue and Customs that VAT is payable in respect of the Grant. If HM Revenue and Customs determines that any part of this Contract does create a right or obligation which gives rise to the payment of VAT, the Organisation shall be responsible for such VAT obligations.
- 7.12 Any notice or other formal communication given under or in connection with this Contract shall be in writing, addressed to that Party at its registered office or such other address as that Party has supplied in this Contract or may subsequently specify to the other Party in writing by reference to this clause, and shall be (a) delivered personally, or (b) sent by pre-paid first class post, or (c) by commercial courier, in each case on the basis that signed evidence of receipt is obtained, with an email copy being sent at the same time if a specific e-mail address has been identified to the other Party.
- 7.13 Notices and correspondence to CP are to be sent to:
The Chief Executive Officer, The Cure Parkinson's Trust, 120 New Cavendish Street, London W1W 6XX
With a copy by email: research@cureparkinsons.org.uk
- 7.14 Notices and correspondence to the Organisation are to be sent to:
[]
- With a copy by email: []

8: Arbitration, Governing Law and Jurisdiction

- 8.1 In the event of a dispute arising out of or relating to this Contract, including any question regarding its existence, validity or termination, the Parties shall first seek settlement of that dispute by mediation in accordance with the London Court of International Arbitration Mediation Rules, which Rules are deemed to be incorporated by reference into this clause.
- 8.2 If the dispute is not settled by mediation within 40 days of the commencement of the mediation, or such further period as the Parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules, which Rules are deemed to be incorporated by reference into this clause.
- 8.3 The language to be used in any proceedings shall be English. The governing law of this Contract shall be the substantive law of England and Wales.
- 8.4 In any arbitration commenced hereunder,
(i) The number of arbitrators shall be one; and
(ii) the seat, or legal place, of arbitration shall be London.

..... Signed Duly authorised for CP Name in capitals 	 Signed Duly authorised for the Organisation Name in capitals 	Read and understood by: Signed Grantholder Name in capitals
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