

DATED

(1) TOMMY'S THE BABY CHARITY

(2)

(3)

GRANT AGREEMENT



RADCLIFFES

5 Great College Street
Westminster
London SW1P 3SJ

Tel +44 (0) 20 7222 7040
Fax +44 (0) 20 7222 6208
LDE 113
www.radcliffes.com

THIS AGREEMENT is made the _____ day of

BETWEEN

(1) **TOMMY’S THE BABY CHARITY** a company limited by guarantee (Company Number 3266897) and a registered charity (Charity Number 1060508) whose registered office is at Nicholas House, 3 Laurence Pountney Hill, London EC4R 0BB (“Tommy’s”);

(2) _____ whose
address is

(“the Researcher”); and

(3)
of

(“the Employer”).

RECITALS

- (A) Tommy’s, a national charity, which focuses on the prevention of miscarriage, stillbirth and premature delivery has agreed to award the Researcher a medical research grant (“the Grant”) for his work on the _____ (“the Project”).
- (B) The Researcher is carrying out the Project as part of his work for the Employer and is the lead researcher on the Project.
- (C) The parties agree that all copyright, patent rights and all intellectual property arising out of the Project funded by the Grant (“IPR”) shall be owned as provided for in this Agreement.

IT IS HEREBY AGREED:

1 The Grant

- 1.1 All medical research grants are awarded by Tommy's Medical Advisory Group for a particular named project and may only be used for the purposes of such project.
- 1.2 The Grant is effective from the date of the Medical Advisory Group meeting at which it is awarded ("the Effective Date"). If the Researcher fails to commence the Project within 6 months of the Effective Date the Grant will be withdrawn.
- 1.3 The Employer confirms that the Researcher is its lead researcher on the Project.
- 1.4 The Researcher and the Employer confirm that the Project described in the grant application is funded solely by Tommy's.

2 Employer's obligations

- 2.1 The Employer shall be responsible for ensuring that the research is carried out to the best possible standards and within the terms of this Agreement, including supervision of the Researcher and the monitoring and evaluation of the results of the Project. Evaluation shall take the form of peer review or acceptance for publication by a reputable scientific or medical journal.
- 2.2 The Employer acknowledges that it is responsible for the dissemination of the useful results of the Project in consultation and agreement with Tommy's and the Employer undertakes to use its best endeavours to ensure that such results are of adequate quality and/or importance and are disseminated in an appropriate way.
- 2.3 The Employer agrees that it will, if requested by Tommy's, include a statement in any published material that the conclusions are not the views of Tommy's.
- 2.4 The Employer agrees to supply CV's of all personnel to be employed on the Project under the Grant, unless Tommy's has previously approved the CV.
- 2.5 The Employer will keep Tommy's informed of the progress of the Project at all times. Where a publication is imminent, Tommy's will be given adequate warning to produce a press release in respect of it.
- 2.6 The Employer and the Researcher will, at all reasonable times, be available to speak to the media and Tommy's supporters about their work.
- 2.7 The Employer shall quote Tommy's grant number on all correspondence, invoices

and copy invoices.

- 2.8 The Employer shall ensure that Tommy's is acknowledged as having funded the research, in all publications and presentations relating to the project.
- 2.9 The Employer will notify Tommy's immediately if a named applicant on a grant leaves their employ. Tommy's reserves the right to cease funding any grant where any of the named applicants is no longer able to complete the project.

3 Payment of the Grant

- 3.1 Tommy's agrees to pay salaries and expenses awarded in the Grant quarterly in arrears on receipt of an invoice from the Employer together with all agreed expenditure incurred in connection with the Project. Quarterly payments will be made on the last working day of each of July, October, January and April during the period of the Grant.
- 3.2 The final payment will not be made until the final report referred to in clause 6 has been received.
- 3.3 Tommy's will only reimburse the cost of equipment as awarded and will not reimburse VAT but will reimburse for delivery and sundry charges if specified in the grant application. Grant holders must not exceed the amount budgeted for equipment and final claims must be submitted within 6 months of the end of the Grant period.
- 3.4 If the award includes equipment this must be purchased by the Employer and copy invoices must be supplied by the Employer's finance officer to Tommy's Grants Administrator in respect of all expenditure incurred under the award at the same time as the Employer's quarterly invoice is submitted to Tommy's.

4 Intellectual Property Rights

- 4.1 Tommy's and the Employer jointly own the IPR and together agree to observe the terms of this Agreement when exploiting any IPR.
- 4.2 The Employer shall notify Tommy's promptly after identifying any IPR which has a commercial value and prior to exploitation, and shall supply Tommy's with appropriate documentation in support of the identification.
- 4.3 The Employer shall not, and shall procure that the Researcher shall not, exploit any IPR without Tommy's prior written consent.
- 4.4 The Employer shall be responsible for protecting the IPR and making all patent and

other appropriate registration applications. Applications (unless otherwise agreed in writing) are to be in the joint names of the Employer and Tommy's.

- 4.5 None of the parties shall knowingly do or omit to do or procure others to so do anything that would cause the loss of an opportunity to file a patent application under this Agreement or cause any patent application filed under this Agreement to fail.
- 4.6 Tommy's shall pay 50% of the costs of the patent application and any renewals of patent registrations but shall not be responsible for any legal costs in relation to proceedings in respect of such patent or any of the Employer's overheads or any other costs, fees or expenses.

5 Revenue Sharing

- 5.1 The parties agree that Tommy's shall be entitled to 50% of any and all revenue arising from the exploitation of any and all IPR (subject to the deduction of any reasonable costs incurred in the protection and exploitation of such IPR to which Tommy's has not already contributed under clause 4). All such payments shall be made to Tommy's by the Employer not more than 8 weeks following the end of each calendar year in respect of revenue arising in the previous calendar year.
- 5.2 For the purposes of this clause 5 "reasonable costs" exclude any contribution to overhead costs and any costs which have not been agreed by Tommy's prior to their being incurred.

6 Performance of the work

- 6.1 The Employer or the Researcher will submit a detailed annual report and layman's explanation outlining the progress and results of the Project at the end of each Project year, together with a plan of the proposed research in respect of the work to be done in the following year. Failure to submit a report within 8 weeks after the relevant anniversary of commencement of the Grant will result in the payment of a daily sum of £10 until such time as Tommy's has received the report. Payment is due 14 days from the date of Tommy's invoice.
- 6.2 On completion of the Project the Employer or the Researcher will submit a final report including the aims and methodology, results, areas of further study and the impact of the Project on preventing miscarriage/ premature birth/ still birth.
- 6.3 The Employer or the Researcher will attach details or copies of all relevant publications and conference presentations during the research period when it submits its final written report. Copies of any relevant publications or conference presentations

issued or made after the end of the Project will be sent to Tommy's promptly. Non-compliance may adversely affect the outcome of the submission of subsequent grant proposals.

- 6.4 On completion of the Project the Researcher will present the findings to a Meeting convened specifically to discuss the Researcher's and the Employer's overall findings.

7 Records

- 7.1 The Employer will keep records of all activities, income and expenditure and will allow Tommy's to inspect and audit such records and to take copies thereof at any time upon reasonable notice in writing.

8 Double Funding

- 8.1 While in receipt of the Grant neither the Employer nor the Researcher may receive funding for the Project from another source without the prior agreement of Tommy's.

9 Alterations

- 9.1 No alterations can be made to the terms of the award without the prior written approval of Tommy's.
- 9.2 Alterations to the award include (but are not limited to) changes to the phasing of expenditure over the period of the Grant and changes to the allocation of expenditure agreed in the grant application for salaries, consumables and equipment as a proportion of the overall award.

10 Termination

- 10.1 If the Project has not commenced within 6 months of the Effective Date, the Grant will automatically terminate.
- 10.2 If funding is obtained in relation to the Project from another source the Grant will automatically terminate. All invoices paid by Tommy's will be immediately repayable.
- 10.3 In the event that either the Researcher or the Employer is proven to have committed scientific fraud, Tommy's will suspend the Grant indefinitely. If steps are not taken to remedy the scientific fraud to Tommy's satisfaction Tommy's may terminate the Grant immediately at any time without notice and all invoices paid by Tommy's will be immediately repayable on such termination. The Employer must inform Tommy's immediately if there is reasonable cause to suspect that fraud has taken place. Any suspected fraud must be investigated according to current best practice.

11 Reputation

- 11.1 Each party undertakes not to do anything in the context of this Agreement which prejudices or is likely to prejudice the name or the reputation of any other party.

12 Limitation of Liability

- 12.1 Tommy's shall not be liable to the Researcher or the Employer or any other person for anything other than the payments agreed to be made under this Agreement. In particular Tommy's shall not be the employer of any person referred to in this Agreement. The Employer acknowledges that it will be the employer of all relevant staff and the tenant or licensee of the premises at which the research is undertaken.
- 12.2 Tommy's does not accept any responsibility for any use which may be made of any work carried out under or pursuant to this Agreement, or the results of the Project, or for any reliance which may be placed on such work or results or for advice or for information given in connection with them.
- 12.3 The liability of any party for any breach of this Agreement or arising in any other way out of the subject matter of this Agreement will not extend to any incidental or consequential damages or losses (including without limitation) loss of profits.

13 General

- 13.1 Nothing in this Agreement shall create, imply or evidence any partnership or joint venture between the Researcher and/or the Employer and Tommy's or the relationship of principal and agent.
- 13.2 Failure by any party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provisions.

14 Entire Agreement

This Agreement constitutes the entire agreement between the parties. Any variation should be in writing and signed by authorised signatories for both parties.

IN WITNESS whereof this Agreement has been entered into by the parties hereto the day and year first above written.

SIGNED on behalf of
TOMMY'S THE BABY CHARITY

.....

SIGNED by
[the Researcher]

.....

SIGNED by
[the Employer]

.....