

# PSC Support Agreement



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# PSC Support Agreement

This agreement and its schedules (the “**PSC Award Agreement**” or the “**Agreement**”), together with the Award Letter and the Application Form, set out the terms and conditions on which the Award is made by PSC Support to the Recipient (in each case as defined below; together, the “**Award Conditions**”).

The Recipient must ensure that the Awardholders and others supported by the Award are made aware of and comply with the Agreement and the Award Letter.

## 1. Definitions

- 1.1. **Application Form** means the PSC Research Grant Application Form completed and submitted by the Awardholder with the Recipient’s consent, pursuant to which the Award has been granted.
- 1.2. **Arising Intellectual Property** means any Intellectual Property Rights created or developed by the Awardholder in the course of the Research or otherwise connected with the use of the Award by the Awardholder and the Recipient.
- 1.3. **Award** means the award of funds in the amount specified in the Award Letter.
- 1.4. **Awardholder** means the individual(s) named in the Award Letter who will be performing or supervising the Research. Where there is more than one Awardholder, reference to the principal Awardholder in the Award Conditions shall mean the Awardholder with responsibility for performing the obligations of the principal Awardholder set out in this agreement.
- 1.5. **Award Date** means the Award start date as specified in the Award Letter.
- 1.6. **Award Letter** means the letter from PSC Support to the Recipient and the Awardholder specifying the amount of the Award made, the Award Period, Interim Report and Final Report due dates and including the PSC Support Grant Start Form.
- 1.7. **Award Period** means the period of the Award whose start and end dates are set out in the Award Letter.
- 1.8. **Confidential Information** means all Know-how and all other technical, scientific, or commercial information that in each case:
  - 1.8.1. in respect of information provided in documentary or by way of a model or in other tangible form, at the time of provision is marked or otherwise designated to show expressly or by necessary implication that it is imparted in confidence; and
  - 1.8.2. in respect of information that is imparted orally, is information that the Disclosing Party or its representatives informed the Receiving Party at the time of disclosure was imparted in confidence; and
  - 1.8.3. any copy of any of the foregoing.

- 1.9. **Data subject, controller, processor, personal data, processing and appropriate technical and organisational measures:** as set out in the UK Data Protection Legislation in force at the time.
- 1.10. **Data Protection Legislation:** the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.
- 1.11. **Final Report** means the form, a template of which is contained in Schedule 1 (Report Forms), on which the principal Awardholder shall report on the activities funded by the Award. The Final Report must be countersigned by the Recipient and submitted to PSC Support before the date contained in the Award Letter i.e. within 90 days of the end of the Award Period or as otherwise required by PSC Support. We may ask you to submit the Final Report via Researchfish in which case the Researchfish template must be used and the template in Schedule 1 (Report Forms) may be disregarded.
- 1.12. **Grant Start Form** means the PSC Support Grant Start Form included with the Award Letter and containing the Public Research Award Information. The Recipient and Awardholder must complete, sign and return the Grant Start Form to PSC Support in advance of the Award Period start date.
- 1.13. **Intellectual Property Rights** means all patents, rights to inventions, utility models, copyright and related rights (including rights in software whether in human or machine readable form), database rights, rights in confidential information (including know-how and trade secrets), formulae, algorithms and processes, rights in designs, rights in computer software, trade marks, service marks, trade, business and domain names, rights in goodwill or to sue for passing off and any other intellectual property rights, including all rights or forms of protection of a similar nature or having equivalent or similar effect to any of them which may subsist now or any time in the future anywhere in the world and whether registered or unregistered and including all applications for, and renewals or extensions of, and rights to apply for such rights. .
- 1.14. **Interim Report** means the form, a template of which is contained in Schedule 1 (Report Forms), on which the principal Awardholder shall report on the activities funded by the Award. The Interim Report must be countersigned by the Recipient and submitted to PSC Support before the date contained in the Award Letter i.e. within 30 days of the dates specified in the Award Letter or as otherwise required by PSC Support. We may ask you to submit Interim Reports via Researchfish in which case the Researchfish template must be used and the template in Schedule 1 (Report Forms) may be disregarded.
- 1.15. **Know-how** means unpatented technical information (including without limitation information relating to inventions, discoveries, concepts, methodologies, models, research, development, and testing procedures; the results of experiments, tests, and trials; manufacturing processes, techniques, and specifications; quality control data, analyses, reports, and submissions) that is not in the public domain.

- 1.16. **Outcome Report** means the form, a template of which is contained in Schedule 1 (Report Forms), on which the Awardholder shall, at PSC Support's discretion and subject to Interim Reports and Final Reports being submitted via Researchfish, report on the activities funded by the Award annually and shall use best endeavours to do so for up to five years from the Award Period end date.
- 1.17. **Public Research Award Information** means the information contained in the Grant Start Form which we may decide to make public about the Award in accordance with these terms.
- 1.18. **PSC Support** means the Charitable Incorporated Organisation registered at Companies House with number CE011899 and at the Charity Commission for England & Wales with number 1175427. References to "we", "our" and "us" shall be construed accordingly.
- 1.19. **Recipient** means the university, institution, research council or other body named in the Award Letter and at whose premises some or all of the activity funded by the Award will be carried out or which employs the Awardholder(s).
- 1.20. **Research** means the activity funded by the Award and outlined in the Award Letter.
- 1.21. **Researchfish** is a third party research reporting platform details of which are available [here](#). The information in Researchfish is anonymised with lots of other grants from other providers, to give collective grant outcome data. The data for the Award will be accessible by PSC Support. See also clause 7.8.
- 1.22. **Research Personnel** means the Awardholder and any person working on the Research under his/her supervision, including but not limited to any co-applicant, co-investigator or collaborator, sponsor, supervisor, consultant, sub-contractor, visiting fellow, students or employee of the Recipient.
- 1.23. **UK Data Protection Legislation**: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

## 2. Employment

- 2.1. PSC Support does not act as an employer with respect to the Award. The Recipient is solely responsible for all costs, taxes and expenses incurred by or in respect of all employees, staff, contractors, student or others engaged in performing the research. For the avoidance of doubt this includes the Awardholder(s).
- 2.2. In the event that part of the Award has been granted for the engagement of an employee or employees for the Research, the Recipient shall issue a contract of employment to such employee(s) that complies with (i) all relevant laws and regulations and (ii) imposes any obligations on such employee(s) as may be contained in the Award Conditions.
- 2.3. The Award is based on the budget figures and forecasts submitted in the Application Form. PSC Support will not under any circumstances make any further payments or

increase the value of the Award to reflect any increase in costs. Any such increase is the sole responsibility of the Recipient.

### 3. Scientific Integrity

- 3.1. The Recipient shall ensure that the Awardholder (i) conducts the Research according to the highest standards of the research community and (ii) takes steps to avoid any actual or perceived conflict of interest.
- 3.2. The Recipient must have in place adequate formal written procedures for the handling of allegations of misconduct by the Awardholder or any Research Personnel. The Recipient shall provide copies of such procedures to PSC Support on request and shall promptly amend or revise such procedures at PSC Support's reasonable request.

### 4. Data Protection

- 4.1. The Recipient and the Awardholder (as applicable) shall adhere to the Data Protection Legislation and take all appropriate measures and introduce safeguards to protect data, in line with the policies of the Recipient, or the Data Protection Legislation, whichever provides the highest level of protection for data subject rights. In particular, the Recipient shall procure that the Awardholder and Research Personnel comply with the Data Protection Legislation when carrying out the Research and any activities connected to the Award.
- 4.2. The Recipient and the Awardholder are aware and shall make all Research Personnel aware that any personal data shared with PSC Support in connection with an application for funding and any subsequent Award:
  - 4.2.1. may be shared with third parties where appropriate for the purposes of evaluating and administering an application for funding;
  - 4.2.2. may be disclosed to third parties for the purposes of administering, funding and evaluating the Award.
- 4.3. Where personal data in connection with an application for funding an Award is received by one party from the other, or from another third party source, each party shall act as a controller and shall at all times only process such personal information in accordance with the Data Protection Legislation. PSC Support shall process all personal data in accordance with its Privacy Policy available on its website: <https://www.pscsupport.org.uk/privacy-policy/> and in accordance with the provisions of clause 7.

### 5. Conduct of Research

- 5.1. The Recipient and the Awardholder (as applicable) must ensure that:
  - 5.1.1. Before the Research commences and throughout the Award Period, all the necessary legal and regulatory requirements relating to the conduct of the Research and the facilities used for the Research are met, and that all the necessary licences and approvals have been obtained. The Recipient accepts full responsibility for ensuring that any such approvals are in place at all relevant periods of the Award. Where the Research or any part of it is to be conducted

outside the Recipient's host country, reference in this clause 4 to legal and regulatory requirements and to licences and approvals shall include those applicable in the additional countries involved.

- 5.1.2. All parties involved in the Research, including the Awardholder and the Research Personnel, comply with the Award Conditions and follow the principles and guidelines set out in [MRC's Good Research Practice](#).
- 5.1.3. Any element of the Research that is conducted outside the United Kingdom is conducted in accordance with the principles of relevant English legislation current at the time of the activity as well as being compliant with all relevant legislation, regulation, guidelines and jurisdictions for that country. The Recipient shall ensure that, at all relevant times during the performance of the Research, it has obtained any necessary or appropriate ethical approval for the Research including obtaining a sponsor where appropriate. For the avoidance of doubt, PSC Support will not under any circumstances act as sponsor.
- 5.1.4. The Award is only used to support purposes that are capable of being charitable under the laws of England and Wales, in particular PSC Support's own charitable objects, and are for the public benefit and that any private benefit derived from the Award and the Research may only be incidental.
- 5.1.5. For the duration of the Award Period, they warrant that they will not breach any laws or do or fail to do any act which might reasonably damage PSC Support's reputation.
- 5.2. The Recipient and the Awardholder (as applicable) must inform PSC Support without delay:
  - 5.2.1. of any change to the status of the Recipient or the Awardholder which might affect their ability to perform the Research or to comply with the Agreement;
  - 5.2.2. of any material alteration to or divergence from the original aims and objectives of the Research as set out in the Application Form or subsequently agreed with PSC Support;
  - 5.2.3. if the principal Awardholder transfers to another research institution.

*Human organs, human tissue and cell culture*

- 5.3. Any procedure that involves the removal, collection, retention and disposal of human organs and tissue from live donors or at post-mortem and which is covered in either case by the Human Tissue Act 2004 for England, Wales and Northern Ireland or the Human Tissue (Scotland) Act 2006 (as amended and any subsequent relevant acts) must be carried out in accordance with the guidance issued by the [Human Tissue Authority](#), [Human Fertilisation and Embryo Authority](#) or their successors and the [UK Department of Health and Social Care](#).
- 5.4. If an Awardholder chooses to use cell culture then he/she must incorporate a specific cell line authentication protocol into their experimental framework, following the best practice for cell culture procedures.

## *Animal testing*

- 5.5. The Recipient must include details of any use of animals for the Research in the Application Form for the Award, which is subject to approval by PSC Support. PSC Support reserves the right to terminate this agreement in accordance with clause 14 in the event that the Recipient, the Awardholder or Research Personnel use the Award or any part of it for research using animals without PSC Support's prior written approval.
- 5.6. Where such use of animals in connection with the Award and the Research has been approved in accordance with clause 5.5, the Recipient and Awardholder must:
  - 5.6.1. Ensure that all Research involving animals, including research undertaken by Research Personnel, is fully compliant with current Home Office legislation (see [here](#)).
  - 5.6.2. Consult the National Centre for the Replacement, Refinement & Reduction of Animals in Research ("NC3Rs") [website](#) for information and guidance on replacing, refining and reducing the use of animals in research and testing, in particular
    - 5.6.2.1. use animals only where there are no alternative options;
    - 5.6.2.2. use the simplest possible, or least sentient, species of animal;
    - 5.6.2.3. ensure that distress and suffering are avoided wherever possible; and
    - 5.6.2.4. employ an appropriate design and use the minimum number of animals consistent with ensuring that the scientific objectives will be met.
  - 5.6.3. Implement the principles detailed in the cross-funder guidance available on the NC3Rs' website: [Responsibility in the Use of Animals in Bioscience Research](#).
- 5.7. Where the Recipient is based outside the UK or is not a registered charity in England & Wales, it must provide PSC Support with information, at least annually for the duration of the Award Period, to enable PSC Support to effectively monitor the progress of the Research consistent with its own monitoring and oversight obligations under UK charity law. PSC Support will inform the Recipient of the additional information it requires before the beginning of the Award Period.

## 6. Audit

- 6.1. The control of expenditure to be funded under the Award must be governed by the normal standards and procedures of the Recipient and must be covered by any formal audit arrangements that exist in the Recipient.
- 6.2. PSC Support reserves the right to:
  - 6.2.1. Require from the Recipient, at any time, any financial information in respect of the Award or the activities it funds.

- 6.2.2. Ask for confirmation from the external auditors of the Recipient, that (i) the external auditors have signed their opinion on the annual accounts of the Recipient without qualification and (ii) the management letter from the auditors raises no matters that did or could significantly affect the administration of funds awarded by PSC Support. If the auditors have raised any such matters in their management letter, PSC Support may require the Recipient to provide it with relevant extracts from the letter.
- 6.3. The Recipient must provide access to accounting and all other records relating to the Award and the activities funded by it for auditors and other personnel from or appointed by PSC Support with reasonable notice at any time and at PSC Support's expense, if requested. Such access must include the right to inspect any equipment or facilities acquired or funded under the Award. Where elements of expenditure under the Award have been sub-contracted, the Recipient must ensure that PSC Support's right of access extends to the accounts, records, equipment and facilities of any such sub-contractor.
- 6.4. PSC Support shall have the right, at its discretion and expense, to audit (directly or via third parties engaged by it) the Award, income and expenditure in relation to the activities funded by the Award and/or the systems used by the Recipient to administer PSC Support Awards at any time.
- 6.5. PSC Support may, during business hours, visit any premises where the Research is conducted to inspect the facilities and to discuss progress of the Research. The Recipient must ensure that it has in place formal standards, procedures, and audit and control arrangements, including those for monitoring and preventing fraud, tax evasion, bribery or any other corrupt practices, and that Award expenditure is controlled in accordance with these arrangements.

## 7. Reporting and Use of Information

- 7.1. The Recipient shall submit an up-to-date financial spend report which must be countersigned by the principal Awardholder and submitted to PSC Support within 90 days of the end of the Award Period or as otherwise required by PSC Support. This report should include details of the type of expenditure, how much was spent and when it was incurred.
- 7.2. The Awardholder shall submit:
  - 7.2.1. Interim Reports to PSC Support in accordance with the Award Letter and in the format specified in Schedule 1 (Report Forms).
  - 7.2.2. A Final Report to PSC Support within 90 days of the end of the Award Period or as otherwise required by PSC Support and in the format specified in Schedule 1 (Report Forms).
- 7.3. PSC Support reserves the right to request informal reports in addition to the Reports.
- 7.4. All reports submitted under clause 7.2 (together, the "**Reports**") are subject to review by PSC Support and may also be subject to review by our Scientific Review Committee, at our discretion. If PSC Support considers that sufficient progress is not demonstrated in the Reports, then PSC Support may request a meeting with the Awardholder to discuss



progress and to determine any necessary changes to the Award. The Awardholder shall comply with such requests or changes.

- 7.5. If the Awardholder or the Recipient informs PSC Support that any of the information submitted under sections 7.1 or 7.2 is confidential, then unless legally required to do so PSC Support shall take steps to keep such information confidential until the Awardholder or the Recipient advises PSC Support that the information is no longer confidential or until it is in the public domain, whichever is earlier.
- 7.6. PSC Support reserves the right to publish selected information relating to the Award on PSC Support's website ([www.pscsupport.org.uk/](http://www.pscsupport.org.uk/)) and in publications, marketing and other promotions. Such information may include: the Award reference, Awardholder's name, Recipient name, Award title, Award Period and Award value, Public Research Award Information and Lay Summaries.
- 7.7. The Recipient and the Awardholder acknowledges the following:
  - 7.7.1. As a member of the Association of Medical Research Charities (the "**AMRC**"), PSC Support is required to submit the following information relevant to any new award that it grants: Award reference, Awardholder's name, Recipient name, Award title, Award Period, Award value, lay and scientific abstracts submitted in the Application Form, Award type (i.e. project grant, studentship, etc) and whether the Award involves the use of animals and if it does, what species.
  - 7.7.2. PSC Support's membership of the AMRC entitles Awardholders to publish on "[AMRC Open Research](#)", a platform for rapid, author-led publication and open peer review of research funded by AMRC member charities. In order to be eligible for this, PSC Support must provide the following information: Award reference, Awardholder name and e-mail address and Recipient name. If PSC Support informs the Recipient in writing that it has authorised another organisation to receive information or make requests on its behalf, then the Awardholder shall provide such information to and co-operate with that organisation in the same way that it would if requested by PSC Support.
- 7.8. If PSC Support requires Interim Reports and Final Reports to be submitted via Researchfish, the Awardholder must also provide Outcome Reports each year for up to five years after the end of the Research, as requested by PSC Support.

## 8. Administration of the Award

- 8.1. No payment will be made by PSC Support until the Recipient and Awardholder have formally accepted the Award and the Award Conditions by completing, signing and submitting the Grant Start Form.
- 8.2. Once acceptance has been communicated under clause 0, PSC Support will transfer the Award [in full or in instalments, as agreed] to the Recipient's nominated bank account. It is hereby acknowledged and agreed that the Award is inclusive of any VAT (if payable).

- 8.3. Unless otherwise agreed in writing by PSC Support, the Recipient and Awardholder shall commence the Research within 90 days of the date of the Award Letter.
- 8.4. If the Recipient and Awardholder do not submit the Grant Start Form in accordance with clause 0 above and commence the Research in accordance with clause 8.3, PSC Support reserves the right to suspend or withdraw its offer of the Award and will be under no obligation, financial or otherwise, to the Recipient or the Awardholder.
- 8.5. The Recipient together with the Awardholder must ensure that sufficient resources are dedicated to support the Research.
- 8.6. If the Recipient and/or the Awardholder decide to appoint suppliers and contractors in connection with the Research (including under clause 11.15) and intend to pay such suppliers or contractors in whole or part using funds from the Award, the Recipient and/or the Awardholder agree to seek good value for money, comply with relevant public procurement laws and regulations (if applicable) and inform PSC Support of any conflicts of interest arising in the appointment of such suppliers and contractors.
- 8.7. PSC Support reserves the right to hold back 10% of the Award (the “**Withheld Amount**”) until we have received the Reports on time and are satisfied that they contain the information requested.
- 8.8. Until PSC Support releases the Withheld Amount, the Awardholder and Recipient must keep all invoices, receipts, accounts and other relevant documents relating to the Award, and provide these to us if requested to do so.
- 8.9. Payments made by PSC Support must be applied exclusively for the Research in accordance with the Award Conditions.
- 8.10. PSC Support will not increase the Award amount nor will it be responsible for any other costs associated with the Research or the Award. For the avoidance of doubt, this includes any overheads or similar costs, costs associated with and incurred by Research Personnel and any increase in the costs of the Research (whether caused by increased consumables costs, increased personnel costs or otherwise).
- 8.11. Award funds may not be vired between budgets or applied to other research projects without the prior written consent of PSC Support.
- 8.12. Any Award or part of an Award that has been paid to the Recipient and that remains unused at the end of the Award Period must be returned to PSC Support as soon as possible after the Award end date.
- 8.13. Where the Research is a feasibility study of pilot project, the Award does not represent any commitment by PSC Support to any subsequent project. PSC Support will only award further funding (i.e. funding in addition to the Award) subject to the Awardholder and Recipient submitting a new application form. Please refer to our website (<https://www.pscsupport.org.uk/apply-for-funding/>) for more information.
- 8.14. [National Institute for Health Research](#) (“NIHR”) [Clinical Research Network](#) (“CRN”) Support: for Research involving UK-based trials or UK-based arms of trials funded by a PSC Support Award, these can be included in the NIHR CRN portfolio if otherwise

eligible in accordance with NIHR CRN requirements. The Awardholder must ensure that up-to-date trial information, including recruitment data, is submitted monthly through the designated CRN accrual data contact and that all other requirements are met by the Awardholder, as required by the NIHR.

## 9. Equipment

- 9.1. The Recipient must ensure that it has in place a clearly defined policy and procedures for the procurement of Research equipment funded by the Award (the “**Equipment**”) and that Equipment is acquired in accordance with such policy and procedures. The Recipient will supply PSC Support with a copy of any policy or procedure on request.
- 9.2. The Recipient must ensure that Equipment purchased with the Award is appropriately insured and maintained, at the Recipient’s cost, throughout its useful life. The Recipient shall be responsible for putting in place a system for identifying and tracking Equipment funded by the Award and for ensuring that any individual (including the Awardholder and any Research Personnel) using the Equipment has received appropriate training, including the renewal of such training, during the Award Period.
- 9.3. Equipment funded by the Award is intended specifically for the purpose of enabling the Recipient and Awardholder and any Research Personnel, as applicable, to conduct the Research. Written permission from PSC Support must be obtained prior to the use of the Equipment for any other purpose, including but not limited to: the transfer of the Equipment to another institution, the grant of any mortgage or charge over the Equipment, the hire, loan or disposal of the Equipment.
- 9.4. PSC Support is not liable for any loss or damage to the Equipment or resulting from the use or misuse of it, howsoever caused.
- 9.5. At the end of the Award Period, the Recipient shall submit the Final Report to PSC Support which shall include a list of all Equipment purchased using Award funds. PSC Support shall at its discretion decide whether any or all of the Equipment should be returned to it or shall be assigned to the Recipient.

## 10. Publication and Publicity

- 10.1. The Recipient and the Awardholder acknowledge that PSC Support is granting this Award in furtherance of its charitable purposes and, as a condition, agree to publish or otherwise disseminate the knowledge gained from the Research and any outcomes resulting from the Research, promptly and broadly, making these available and accessible to other researchers and research institutions free of charge or at reasonable cost in accordance with this Agreement.
- 10.2. Subject to the provisions of this Clause 10, the Recipient and the principal Awardholder shall be free, without payment of royalties or other fees, to make any public announcements or comment in the press or to issue any press statements or other publicity material about the Award or the Research or the findings or outcome of the Research (the “**Results**”).
- 10.3. If the Recipient and the principal Awardholder wish to publish the Results, they shall firstly submit to PSC Support for its review and approval a copy of any such proposed

publication at least four weeks before submission of the proposed publication to a journal or other third party.

- 10.4. PSC Support shall within two weeks after having received the proposed publication, either approve or object to it on the grounds that it contains PSC Support's Confidential Information, Know-how, or Intellectual Property Rights that requires or might require protection. If PSC Support objects to such publication the Recipient and the principal Awardholder shall not proceed with the publication of the Results unless and until PSC Support decides in its absolute discretion to allow such publication. If PSC Support approves such publication, the Recipient and the principal Awardholder may proceed with the publication of the Results. If PSC Support determines that the proposed publication contains PSC Support's Confidential Information, Know-how, or Intellectual Property Rights which requires or might require protection, PSC Support may also, by notice in writing to the Recipient and the principal Awardholder within such two week period, require the Recipient and the principal Awardholder:
  - 10.4.1. to delay the publication for a period of no more than three months (or such longer period as PSC Support may reasonably require) to enable PSC Support to take steps to protect its Intellectual Property Rights, if required; and/or
  - 10.4.2. to delete from the publication any of the PSC Support's Confidential Information, Know-how, or Intellectual Property Rights.
- 10.5. PSC Support requires the Results to be published and disseminated even where the Results prove negative or inconclusive. PSC Support expects that the Results will be published in peer reviewed journals.
- 10.6. Before publishing the Results (including where material is to be submitted for publication by a peer reviewed journal or equivalent), PSC Support requires that:
  - 10.6.1. the Results are subject to the Recipient's usual procedures (including peer review) for ensuring the validity of the Results and their suitability for publication;
  - 10.6.2. the Awardholder must acknowledge the contribution of PSC Support in all research outputs, including publications, oral or written reports, posters, presentations and information posted on websites that relate to the Research and Results. Where possible, the Awardholder must include PSC Support's logo, a copy of which is contained in the Grant Start Form, in accordance with clause 11. The Recipient and Awardholder agree, when requested by PSC Support, not to use our name and logo or otherwise identify us in relation to the Research and the Award or any other activities connected to this Agreement;
- 10.7. Upon publication, the Awardholder must:
  - 10.7.1. Ensure that copies of all research abstracts and papers relating to the Award (based wholly or partly upon the Research) are forwarded to PSC Support throughout the Award Period and for five years after the end of the Award Period.
  - 10.7.2. Comply with clause 10.1.
- 10.8. The obligations of this clause 10 shall survive the completion of the Research, the expiry of the Award Period or the termination of the Award and this Agreement.

## *Publication of Results involving human subjects*

- 10.9. Studies involving a human subject require special consideration, especially if the publication, either in print or electronic format, of the Results enables third parties to gain knowledge about the subject's personal condition or circumstances, which the third parties would not otherwise have had. In any clinical study where such disclosure is possible the Recipient must ensure (at its own cost) that the matter is addressed in the protocol and discussed with a research ethics committee.
- 10.10. The Awardholder must consider whether a mechanism is needed for human subjects to be made aware of the Results and the implications for them personally, before publication (communication with their GP or the consultant entering them into the trial, with a clear indication of their responsibility for communicating to the patient, would be deemed to be sufficient). If such a mechanism is put in place, the Awardholder must also put in place procedures for dealing with any consequences arising from its use.
- 10.11. The Awardholder should ensure that where the Research involves animal-based studies, this is reported to and complies with the [ARRIVE guidelines](#) available on the NC3Rs website as far as possible, taking into account the specific editorial policies of the journal concerned.

## 11. Intellectual Property Rights and Commercial Activities

- 11.1. This clause 11 must be read in conjunction with and is subject to Schedule 3 (IP Policy).
- 11.2. All Intellectual Property Rights belonging to a party as at the beginning of the Award Period or generated outside the Award and the Research shall remain owned by and vested in that party (the "**Background IP**"). No licence to use the Background IP is granted or implied by the Award Conditions except the rights expressly set out in them.
- 11.3. PSC Support grants the Awardholder a non-exclusive, world-wide, non-transferable licence to use its Intellectual Property Rights including the trade marks contained in the Grant Start Form for the duration of the Award Period and for the purpose of any publications connected to the Research and the Award for a period of five years from the end of the Award Period in accordance with clause 10.7.1, in relation to the Awardholder's obligations under and in accordance with the terms of the Agreement.
- 11.4. All Arising Intellectual Property shall belong to the Recipient, subject to the Recipient and the Awardholder's compliance with this clause 11 and Schedule 3.
- 11.5. The Recipient acknowledges that PSC Support is making this Award in furtherance of its charitable purposes and, as a condition, shall promptly disclose the Arising Intellectual Property to PSC Support and consult with PSC Support to decide whether the protection, management and exploitation of such Arising Intellectual Property is an appropriate means of achieving the public benefit.
- 11.6. If the Recipient does not wish to protect, manage or exploit any Arising Intellectual Property or if the Recipient fails to comply with the agreed strategy for the protection, management or exploitation of the Arising Intellectual Property, PSC Support may direct the Recipient to:

- 11.6.1. take immediate steps to protect the Arising Intellectual Property at PSC Support's expense; and
- 11.6.2. immediately assign and transfer the Arising Intellectual Property to PSC Support.
- 11.7. The Recipient shall develop and implement strategies and procedures for the timely identification, protection, management and exploitation of Arising Intellectual Property.
- 11.8. The Recipient shall ensure that all persons in receipt of the Award or any part of it or working on the Research (including the Awardholder and Research Personnel) are employed or retained by the Recipient on terms that vest in the Recipient all Arising Intellectual Property.
- 11.9. Where the Research involves third parties, the Recipient shall comply with clauses 11.15 and 8.6 and shall ensure that all Arising Intellectual Property is assigned to the Recipient and, unless otherwise agreed with PSC Support, is only sub-licensed to the extent permitted under the Agreement.
- 11.10. In consideration of the rights and obligations of the parties set out herein, the Recipient hereby grants PSC Support a non-exclusive, world-wide, perpetual, sub-licensable, royalty free licence to use the Arising Intellectual Property for the purposes of: publicising the Research, encouraging further research, influencing policy-makers and regulators, preparing guidelines and papers and all other such activities pursuant to its charitable objects.
- 11.11. The Recipient and the Awardholder agree to grant a licence to PSC Support of any Background IP necessary for the limited purpose of enabling PSC Support to publicise the Research, the Results and the Award. The Recipient and the Awardholder warrant that any Background IP granted under this clause 11.11 shall not infringe the rights of any third party.

*Commercial exploitation*

- 11.12. The Recipient must obtain the prior written consent of PSC Support before using, or authorising the use of, the Arising Intellectual Property for any commercial purpose.
- 11.13. PSC Support's consent under clause 11.12 shall not be unreasonably withheld and shall be conditional upon the Recipient, as a minimum:
  - 11.13.1. undertaking to adhere to a reasonable commercial strategy, subject to written approval in advance by PSC Support, for the protection, management and exploitation of the relevant Arising Intellectual Property; and
  - 11.13.2. paying PSC Support a reasonable proportion of any revenue realised from any such commercial use in accordance with PSC Support's Revenue and Equity Sharing Policy contained in Schedule 2, which the Recipient hereby accepts.
- 11.14. The Recipient agrees to do, and will ensure that the Awardholder and Research Personnel acting on its behalf do, all acts required to assist PSC Support in the protection, management and exploitation of the Arising Intellectual Property.
- 11.15. If the Recipient wishes to use a third party to comply with its obligations with respect to this clause 11, then it must provide details of the proposed third party to PSC Support and obtain PSC Support's prior written approval.

- 11.16. The Recipient may wish to make an application to PSC Support for further funding or support to help with the development and commercialisation of the Results. Such an application will be subject to clause 8.13. For further information regarding subsequent applications for funding or support, please contact PSC Support.

## 12. Dispute Resolution

- 12.1. If any dispute arises between the parties under this Agreement then the parties will, within 7 days of service of a written request from either party, meet in a good faith effort to resolve the dispute or difference.
- 12.2. If the dispute or difference is not resolved at such meeting either party may propose to the other within 7 days by service of written notice that the matter be referred to a non-binding mediation and, if such proposal is accepted by the other party within 7 days, the mediator (if not appointed by agreement between the parties) will be nominated within a further 14 days by the [Centre for Dispute Resolution](#).
- 12.3. If the dispute is not resolved by mediation within 60 days of a mediator being appointed or if the parties do not agree to refer the dispute to mediation under this clause or if the parties elect to withdraw from the mediation, then the dispute may be referred by either party to litigation.

## 13. Limitation of Liability and Insurance

- 13.1. PSC Support accepts no responsibility, financial or otherwise, for expenditure (or liabilities arising out of such expenditure) or liabilities arising out of the Research. PSC Support will not indemnify the Recipient, any Awardholder, Research Personnel or any other person working on the Research against any claims for compensation or against any other claims (whether under statute or regulation or at common law) for which the Recipient may be liable as an employer or otherwise or for which any such person may be liable.
- 13.2. Nothing in the Award Conditions entitles the Recipient, the Awardholder or Research Personnel to pursue, exercise or enforce any right or remedy against the personal estate, property, effects or assets of any of PSC Support's trustees.
- 13.3. The Recipient shall ensure that it has adequate and sufficient insurance in place to receive the Award and conduct the Research and shall, at the request of PSC Support, provide evidence of payment of premiums.

## 14. Termination and Suspension

- 14.1. PSC Support may terminate the Award with immediate effect by giving notice in writing to the Recipient.
- 14.2. In the event of early termination, the Recipient shall promptly return to PSC Support any part of the Award that has not been allocated as at the date of termination. If you fail to make a repayment due under this clause 14.2, PSC Support may charge interest on the overdue amount (at PSC Support's discretion) at 2% above the base lending rate of Barclays Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay PSC Support interest together with any overdue amount.

- 14.3. Notwithstanding clauses 14.1 and 14.2, PSC Support may choose to postpone or suspend the payment of the Award or any part of it so as to enable PSC Support to investigate, in the event that PSC Support becomes aware of any matter that it considers may be a material breach by the Awardholder or the Recipient of its obligations under the Agreement or which might prevent or delay the performance of such obligations, which includes without limitation failure or delay in relation to clause 7 (Reporting and Use of Information), clause 8 (Administration of the award), clause 10 (Publication and Publicity) and clause 10 (Intellectual Property Rights and Commercial Activities).
- 14.4. The suspension or postponement of payments under clause 14.3 shall not, in itself, affect your right to receive the Award under this Agreement.
- 14.5. No relaxation or delay by either PSC Support or the Recipient in enforcing any of the terms and conditions of this Agreement or the granting of time by one party to the other will prejudice, affect or restrict the rights and powers of the said party, nor will any waiver by either party of any breach of the terms of this Agreement operate as a waiver of any subsequent or any continuing breach.

## 15. Force Majeure

- 15.1. No party will be in breach of the Award Conditions nor liable for delay in performing, or failure to perform, any of its obligations if such delay or failure result from the following matters being outside of its reasonable control: strikes, lockouts or other industrial disputes, failure of a utility service, act of God, war, riot, civil commotion, malicious damage, compliance with applicable law or governmental order, rule or regulation, accident, breakdown of plant or machinery, fire, flood, storm.
- 15.2. In such circumstances the affected party will be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for six months, the party not affected may terminate this Agreement by giving 14 days' written notice to the other party.
- 15.3. Any termination of this Agreement pursuant to clause 15.2 shall not affect any rights that may have accrued to either party up to the date of such termination, nor shall it affect the operation of clause 8.12 with regard to any unused part of the Award.

## 16. Further Provisions

- 16.1. This Agreement supersedes any previous agreement between the parties in relation to the matters dealt with and represents the entire agreement of the parties. Each party acknowledges that, by agreeing to this Agreement, it does not rely on, and will have no remedies in respect of, any representation warranty (whether made innocently or negligently) that is not set out in the Agreement.
- 16.2. No person who is not a party to this Agreement is intended to reserve a benefit under, or be entitled to enforce, the Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 16.3. If any provision of this Agreement is held by any court or competent authority to be void or unenforceable the remainder of this Agreement will continue in full force and effect.



- 16.4. PSC Support may amend this Agreement at any time. In the event that the Recipient or Awardholder wish to vary this Agreement, they must apply to PSC Support in writing and variations will be subject to PSC Support's consent and will not be effective unless in writing and signed by PSC Support.
- 16.5. The Recipient is not entitled to assign, transfer or otherwise dispose of, in any way, its rights, benefits, obligations or duties under this Agreement without PSC Support's prior written consent.
- 16.6. In the event of any conflict between the provisions of the Agreement, Award Letter, or any other document forming part of the Award Conditions as amended from time to time, the provisions of the Award Letter will take precedence over the Agreement and the Award Conditions will take precedence over the policies in Schedules 1-4 of the Agreement.

#### *Confidentiality obligations*

- 16.7. Each party (the "**Receiving Party**") undertakes:
  - 16.7.1. to treat the other party's ("**Disclosing Party's**") Confidential Information as the confidential and exclusive property of the Disclosing Party;
  - 16.7.2. to maintain as secret and confidential all Confidential Information obtained directly or indirectly from the Disclosing Party in the course of or in anticipation of this Agreement and to respect the Disclosing Party's rights therein;
  - 16.7.3. not to use such Confidential Information for any purpose other than as contemplated in this Agreement or with the Disclosing Party's prior written consent;
  - 16.7.4. not to disclose such Confidential Information to any person other than to professional advisors and those of its staff to whom and to the extent that such disclosure is reasonably necessary for the purposes of the Research; and
  - 16.7.5. take all reasonable steps necessary to prevent the unauthorised disclosure or use of any of the Disclosing Party's Confidential Information.

#### *Exceptions to obligations*

- 16.8. The provisions of clause 16.7 shall not apply to Confidential Information which the Receiving Party can demonstrate by reasonable, written evidence:
  - 16.8.1. was, prior to its receipt by the Receiving Party from the Disclosing Party, in the possession of the Receiving Party and at its free disposal; or
  - 16.8.2. is subsequently disclosed to the Receiving Party without any obligations of confidence by a third party who has not derived it directly or indirectly from the Disclosing Party; or
  - 16.8.3. is or becomes generally available to the public through no act or default of the Receiving Party or its agents, employees, or affiliates; or
  - 16.8.4. is independently developed by the Receiving Party by individuals who have not had any direct or indirect access to the Disclosing Party's Confidential Information; or
  - 16.8.5. the Receiving Party is required to disclose to the courts of any competent jurisdiction, or to any regulatory agency or financial authority, provided that the Receiving Party shall (i) inform the Disclosing Party as soon as is reasonably practicable, and (ii) at the Disclosing Party's request and cost seek to persuade the court, agency, or authority to have the information treated in a confidential manner, where this is possible under the court, agency, or authority's procedures.

*Disclosure to employees and students*

- 16.9. The Recipient shall procure that the Awardholder and any other of its employees and students who have access to any of PSC Support's information to which clause 16.7 applies shall be made aware of and subject to these obligations and shall have entered into undertakings of confidentiality at least as restrictive as clauses 16.7 and 16.8 which apply to PSC Support's Confidential Information.
- 16.10. The obligations of the parties under clauses 16.7 to 16.9 (inclusive) shall survive the expiry or other termination of this Agreement for whatever reason.
- 16.11. In the event that one party becomes aware of or suspects any infringement or possible infringement by any third party of any of the rights (including Intellectual Property Rights) contained in the Agreement (including by way of notification from the Awardholder), that party agrees to:
- 16.11.1. Immediately inform the other parties in writing and the Recipient shall bring such proceedings and take such action which the parties jointly deem necessary to restrain any such use or conduct and the Recipient shall have conduct thereof save that no party shall compromise any such proceedings or action without the prior written consent of PSC Support, such consent not to be unreasonably withheld. The Recipient shall be responsible for the legal fees and costs of such proceedings or action and the Recipient shall be entitled to all awards, judgments or benefits resulting therefrom.
- 16.11.2. PSC Support shall give at the request of the Recipient and at the Recipient's cost and expense, such assistance as the other party might reasonably require in order to pursue such action.
- 16.12. All notices and other communications in relation to this Agreement will be in writing by email.

## 17. Governing Law and Jurisdiction

- 17.1. The Award Conditions and any non-contractual obligations arising in connection with them shall be governed by and interpreted in accordance with the law of England and Wales. The parties irrevocably submit to the exclusive jurisdiction of the English courts to determine any dispute arising in connection with the Award Conditions, including disputes relating to any non-contractual obligations.
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