



British Society for Haematology Grant Terms and Conditions

These terms and conditions and the Award Letter set out the terms and conditions on which BSH agrees to provide the Host Institution with the Grant.

1. Definitions and interpretation

1.1. In these terms and conditions the following terms shall have the meanings given to them below:

Annual Funding Milestones means any annual funding milestones to be achieved in relation to the Research as set out in the Award Letter.

Applicable Laws means all laws, rules, regulations, codes of practice and research governance or ethical guidelines or other requirements, decisions and guidance of regulatory authorities applicable to the Research and Grant, as amended from time to time.

Award Letter means the letter signed by BSH and the Host Institution setting out the detail of the Grant to be paid by BSH to the Host Institution, which forms part of the Grant Contract.

BSH means British Society for Haematology, a private limited company by guarantee without share capital incorporated in England and Wales (company number 1005735) and registered UK charity (charity number 1005735), whose registered office is at 100 White Lion Street, Finsbury, London N1 9PF.

Confidential Information means Intellectual Property and/or other business, technical or commercial information disclosed by one Party and received by the other Party pursuant to or in the course of the performance of the Grant Contract;

Grant means the grant that BSH has agreed to pay to the Host Institution to fund the Research, as set out in the Award Letter.

Grant Contract means the agreement between the Parties in relation to the Grant, which is comprised of these terms and conditions and the Award Letter.

Grant-holder means the individual that applied for the Grant on behalf of the Host Institution, as identified in the Award Letter.

Grant Period means the period during which BSH will fund the Research with the Grant, as set out in the Award Letter.

Host Institution means the organisation identified in the Award Letter as the recipient of the Grant.

Intellectual Property means patents, utility models, rights to inventions, copyright and related rights, moral rights, database rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for

passing off or unfair competition, rights in designs, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), semiconductor topography rights, image rights, rights of personality and other similar rights, and all other intellectual property rights, in each case whether registered or unregistered and 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 or will subsist now or in the future in any part of the world.

Party and the **Parties** mean BSH and / or the Host Institution as appropriate.

The Premises means all premises where the Research is conducted.

Project Plan means the document describing the Research submitted by the Grant-holder and/or Host Institution as part of the application for the Grant.

Project Start Date means the start date for the Research set out in the Award Letter, or if no date is set out there, the date that the Award Letter is signed on behalf of the Host Institution.

Research means the research and investigation that is the subject of the Grant, as set out in the Award Letter and described in the Project Plan.

Research Personnel means the Grant-holder, the person or persons working under his / her supervision on the Research and any other person or persons employed or engaged by the Host Institution to work on the Research.

Resulting IP means any and all Intellectual Property arising in the course of the performance of the Research.

- 1.2. The terms **Host Institution** and **BSH** shall, where appropriate, include their duly authorised agents.
- 1.3. The Grant Contract constitutes the entire agreement between the Parties in relation to the Grant and extinguishes and supersedes all previous agreements between the Parties relating to the Grant.
- 1.4. If there is any conflict between the provisions of these terms and conditions and the provisions of the Award Letter, the provisions of the Award Letter shall prevail.

2. The Research

- 2.1. The Host Institution shall ensure that the Research is performed:
 - 2.1.1. with due care and diligence;
 - 2.1.2. using appropriately experienced, qualified and trained personnel;
 - 2.1.3. in accordance with the terms and conditions of the Grant Agreement;
 - 2.1.4. in accordance with good scientific practice; and
 - 2.1.5. in accordance with all Applicable Laws.

- 2.2. Without limitation to clause 2.1.5, the Host Institute shall ensure that the Research is conducted in accordance with the World Medical Association's Declaration of Helsinki on Medical Research Involving Human Subjects and Declaration of Taipei on Research on Health Databases, Big Data and Biobanks, and BSH may request evidence of such compliance.
- 2.3. The Host Institution shall obtain and maintain all necessary licences, permits, consents and approvals in respect of the Research.
- 2.4. The Host Institution shall not make any material change to the Grant, the Research or the Research Personnel without the prior written approval of BSH.
- 2.5. The Host Institution shall notify BSH immediately if there is any change in its status, or that of the Grant-holder or Research Personnel, that might affect its eligibility to hold the Grant.
- 2.6. Where the Host Institution intends to apply to a third party for funding in connection with the Research and that intention was not disclosed in its application for the Grant, it will notify BSH in advance of its intention to do so and, where such funding is obtained, it will provide BSH with details of the amount and purpose of that funding. The Host Institution agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Research or any related administration costs that BSH is funding in full under the Grant Contract. The Host Institution shall ensure that any third party funding does not restrict or fetter BSH's rights under the Grant Contract in respect of the Resulting IP.
- 2.7. The Host Institution shall procure that the Grant-holder shall submit a written report on the progress of the Research and use of the Grant in a form agreed by BSH at an agreed date each year set out in the Award Letter or otherwise agreed in writing between the Parties. Where the Host Institution has obtained funding from a third party for the Research, the written report shall include the amount of such funding and details of what that funding has been used for.
- 2.8. The Host Institution shall provide copies of any information relating to the Research and use of the Grant as BSH may request from time to time.
- 2.9. The Host Institution shall allow BSH access to the Premises, Research Personnel, facilities and equipment used for the Research and records relating to the Research at reasonable times for the purpose of discussing, monitoring and evaluating the Host Institution's conduct of the Research, use of the Grant and compliance with the terms of the Grant Contract.
- 2.10. The Host Institution shall procure that the Grant-holder shall submit a final written report to BSH in a form agreed by BSH in respect of the conduct and outcome of the Research within three months of its completion, including detailed expenditure of the Grant over the course of the Research.
- 2.11. The Host Institution shall procure that the Grant-holder shall, if requested by BSH, present the Research at the BSH Annual Scientific Meeting.

3. Premises

- 3.1. The Host Institution shall ensure that the Premises are:
 - 3.1.1. appropriate to house the Research Personnel and all equipment used in the Research;
 - 3.1.2. at all times fully maintained;
 - 3.1.3. kept in an appropriate and safe state of repair; and
 - 3.1.4. properly serviced.
- 3.2. The Host Institution shall comply with and perform all obligations and duties under Applicable Laws (including all applicable health and safety legislation) in respect of the Premises.

4. Equipment

- 4.1. Unless this responsibility is devolved to a third party and agreed in writing by the Parties, the Host Institution shall provide and maintain all equipment used for the purposes of the Research in good and safe working order and in a state and sufficiency appropriate for the purposes of the Research.
- 4.2. Any equipment purchased using funds from the Grant shall belong to the Host Institution, but may only be used for the purposes of the Research until the Research is complete.

5. Staff

- 5.1. The Host Institution shall:
 - 5.1.1. employ or engage the Research Personnel in accordance with its normal procedures and under its normal terms and conditions appropriate to the grade and status of the individual;
 - 5.1.2. issue contracts of employment to Research Personnel employed by the Host Institution in accordance with Applicable Laws;
 - 5.1.3. be fully responsible in all respects for the Research Personnel; and
 - 5.1.4. comply with and perform all obligations and duties under Applicable Laws in respect of the Research Personnel.
- 5.2. The Host Institution shall provide the Research Personnel with support services and facilities on the same terms and at the same level as that provided for similar personnel and research groups within the Host Institution.
- 5.3. Under no circumstances shall the Research Personnel be considered to be employed by BSH. When Research Personnel are employed by the Host Institution, the Host Institution shall be responsible as employer for all claims arising from such employment and BSH shall not be responsible for, or indemnify the Host Institution against, any such claims.

- 5.4. The Host Institution shall either ensure that the original Grant application takes account of possible salary and other cost increases and keeps within the total amount awarded by BSH for this purpose under the Grant, or agree to pay out of its own funds any extra salary or other cost increases above and beyond the amount awarded by BSH for this purpose under the Grant.
- 5.5. In the event that the Host Institution deems it necessary to take any disciplinary or other action resulting in (or potentially resulting in) the dismissal or suspension of a member of the Research Personnel, the Host Institution shall notify BSH of such action as soon as practicable (and preferably in advance) and will similarly notify BSH of the progress and outcome of such action.
- 5.6. The Host Institution shall seek the prior written approval of BSH before replacing the Grant-holder for any reason.
- 5.7. The Host Institution shall ensure that the Research Personnel are made aware of their responsibilities relating to the Research and that they observe the terms and conditions of the Grant Contract.
- 5.8. BSH does not pay the cost of maternity, paternity or adoption leave (or other leave to which an employee is entitled by statute or his employment contract) for Research Personnel funded by the Grant. As the Host Institution is the employer, it is responsible to discharge all employer statutory and contractual payments for such leave, including any entitlement to remuneration during leave for sickness or injury, and BSH will not supplement the Grant for this purpose.
- 5.9. The Grant-holder must inform BSH of the dates in advance of any maternity, paternity or adoption leave, and promptly where leave for sickness or injury has lasted more than ten consecutive working days, of a Research Personnel funded by the Grant. Payment of the Grant (to the extent it relates to the salary costs of, or the work undertaken by, the Research Personnel on leave) will be suspended for the period of such maternity, paternity or adoption leave and may at BSH's discretion be suspended for the period of leave for sickness or injury lasting more than ten consecutive working days.

6. Payment

- 6.1. Subject to clause 7 and to receipt by BSH of a completed annual report as required by clause 2.7, BSH will pay the Grant to the Host Institution in yearly portions at the times set out in the Award Letter during the Grant Period,
- 6.2. The Host Institution shall ensure that the Grant is only used in respect of the Research and in accordance with the terms and conditions of the Grant Contract, including the agreed budget set out in the Project Plan and/or Award Letter.
- 6.3. The Host Institution shall ensure that funds are not transferred between fund headings within the Grant budget without the prior written approval of BSH.
- 6.4. The amount of the Grant shall not be increased in the event of any overspend by the Host Institution in its performance of the Research.

- 6.5. In no circumstances shall BSH reimburse any costs relating to professional indemnity insurance or any similar costs or expenses.
- 6.6. The Host Institution shall promptly repay to BSH any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Host Institution.
- 6.7. The Host Institution shall not spend any part of the Grant on the performance of the Research after the Grant Period. Should any part of the Grant remain unspent at the end of the Grant Period, the Host Institution shall ensure that any unspent monies are returned to BSH or, if agreed in writing by BSH, shall be entitled to retain the unspent monies to use for charitable purposes as agreed between the Parties.
- 6.8. Any liabilities arising at the end of the Research, including any redundancy liabilities for Research Personnel, must be managed and paid for by the Host Institution using the Grant or other resources of the Host Institution. No additional funding shall be available from BSH for this purpose.
- 6.9. The Grant shall be shown in the Host Institution's accounts as a restricted fund and shall not be included under general funds.
- 6.10. The Host Institution shall keep separate, accurate and up-to-date records and accounts in respect of all receipt and expenditure of the Grant, which shall be subject to the Host Institution's formal audit arrangements. It shall also keep all invoices, receipts and accounts and any other relevant documents relating to the expenditure of the Grant for at least six years following receipt of any Grant monies to which they relate.
- 6.11. The Host Institution shall allow BSH, on reasonable prior notice, to inspect and take copies of all such records and accounts described in clause 6.10 both during and after the Grant Period.
- 6.12. The Host Institution shall comply and facilitate BSH's compliance with all statutory requirements relating to accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and BSH.

7. Repayment, withholding and suspension of Grant

- 7.1. BSH may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant by written notice to the Host Institution if:
 - 7.1.1. the Host Institution uses the Grant for purposes other than those for which it has been awarded or has been spent on items of expenditure not allowed by the Grant Contract;
 - 7.1.2. any Annual Funding Milestones have not been achieved;
 - 7.1.3. the Grant-holder is dismissed or suspended;

- 7.1.4. the Research does not start on the Project Start Date and the Host Institution has failed to provide BSH with a reasonable explanation for the delay;
 - 7.1.5. BSH considers that the Host Institution has not made satisfactory progress with the Research;
 - 7.1.6. the Host Institution is, in the reasonable opinion of BSH, performing the Research in a negligent manner;
 - 7.1.7. the Host Institution obtains duplicate funding from a third party for the Research in breach of clause 2.6;
 - 7.1.8. the Host Institution obtains funding from a third party that, in the reasonable opinion of BSH, undertakes activities that are likely to bring the reputation of the Research or BSH into disrepute;
 - 7.1.9. the Host Institution provides BSH with any materially misleading or inaccurate information;
 - 7.1.10. the Host Institution breaches any Applicable Laws in relation to the Research;
 - 7.1.11. any Research Personnel or other representative of the Host Institution has acted dishonestly or negligently to the detriment of the Research or taken any actions which, in the reasonable opinion of BSH, bring or are likely to bring BSH's name or reputation into disrepute;
 - 7.1.12. the Host Institution ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
 - 7.1.13. the Host Institution becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due; or
 - 7.1.14. the Host Institution fails to comply with any of the terms and conditions set out in the Grant Contract and fails to rectify any such failure within 30 days of receiving written notice detailing the failure.
- 7.2. In the event that the Host Institution becomes subject to financial or other difficulties that could have a material impact on its effective performance of the Research or compliance with the Grant Contract it will notify BSH as soon as possible so that, if possible, and without creating any legal obligation, BSH will have an opportunity to provide assistance in resolving the problem or to take action to protect BSH and the Grant monies.

8. Publication, acknowledgement and publicity

- 8.1. The Host Institution shall take all necessary steps to disseminate the results of the Research in accordance with normal academic practice. Notwithstanding the foregoing, the publication of the results of the Research may be delayed where reasonably necessary to protect any Resulting IP in accordance with clause 9 below and access to data and/or datasets generated by the Research may be restricted and/or subject to licences and/or other conditions or criteria as set out in the Project Plan or Award Letter or agreed in writing by BSH.
- 8.2. The Host Institution shall acknowledge BSH's Grant funding and support in all published material, presentations and other relevant documents about or arising from the Research ("**Publications**") in such manner as BSH may notify in writing.
- 8.3. The Host Institution shall send two copies of any Publications to BSH as soon as possible after publication.
- 8.4. Wherever possible, the Host Institution shall ensure that the results of the Research are published in open access publications.
- 8.5. BSH may publish the final written report submitted by the Grant-holder pursuant to clause 2.10 in BSH's communications materials, including website and social media platforms, provided that any Confidential Information of the Host Institution that is contained in the report is removed before publication, except where the Host Institution agrees in writing that particular Confidential Information can be included in the published version of the report.
- 8.6. Other than as detailed in clause 8.28.1 above, the Host Institution shall not, and shall ensure that the Research Personnel shall not, without BSH's consent make any statements about, or references in any documents or other medium to, BSH's grant support or BSH or use BSH's name or logo.
- 8.7. When using BSH's name and logo, the Host Institution shall comply, and shall ensure that the Research Personnel comply, with all reasonable branding guidelines issued by BSH from time to time.
- 8.8. BSH may acknowledge the Host Institution's performance of the Research as appropriate without prior notice.

9. Ownership and exploitation of intellectual property and materials arising from the Research

- 9.1. The Parties' aim is to exploit the results of the Research so that the understanding, diagnosis and treatment of the condition(s) that is/are the subject of the Research are maximised.
- 9.2. All rights to Resulting IP shall, as between the Parties, vest in the Host Institution.
- 9.3. The Host Institution shall ensure that the contracts of employment or other terms of engagement of the Research Personnel provide for automatic and immediate vesting in the Host Institution of the Resulting IP.

- 9.4. The Host Institution shall notify BSH of any Resulting IP and allow BSH to visit the Premises and to liaise freely and at will with the Research Personnel for the purpose of identifying Resulting IP.
- 9.5. Promptly following the identification of any Resulting IP (whether such identification is as a result of the Host Institution's own initiative or through information supplied to the Host Institution by BSH or another party), the Host Institution shall notify BSH in writing giving full details of the nature of the relevant Resulting IP and an initial view on the commercial potential of such Resulting IP.
- 9.6. The Host Institution shall take all necessary steps, including maintaining the confidentiality of the Resulting IP and filing patent applications where relevant, to protect the Resulting IP fully unless BSH agrees otherwise in writing, in which case the provisions of clause 9.9 or clause 9.10 shall apply (as the case may be).
- 9.7. The Host Institution may use the Resulting IP for its internal academic or research purposes ("**Permitted Use**"). The Host Institution shall not make any use of the Resulting IP other than the Permitted Use or grant to any third party any rights in or to the Resulting IP without obtaining the prior written consent of BSH (not to be unreasonably withheld or conditioned).
- 9.8. If so requested by BSH, the Host Institution shall meet with BSH, the Grant-holder and such other persons as may be nominated by BSH, to discuss matters relating to any exploitation of the Resulting IP other than the Permitted Use.
- 9.9. Should the Host Institution decide to withdraw or abandon patent or other protection in respect of the Resulting IP, BSH shall be entitled to take an assignment of the Resulting IP concerned on reasonable terms and the Host Institution shall give BSH no less than three (3) months' notice of the date upon which such withdrawal or abandonment will take effect to allow sufficient time for the Parties to execute any necessary documents to effectively assign the Resulting IP concerned to BSH and enable BSH to continue pursuing protection of the Resulting IP concerned.
- 9.10. If the Host Institution fails to protect or exploit the Resulting IP to the reasonable satisfaction of BSH or BSH agrees pursuant to clause 9.6 that the Host Institution will not be required to protect or exploit the Resulting IP, then BSH shall have the right, but not the obligation, to protect and / or exploit such Resulting IP itself and be entitled to take an assignment of such Resulting IP on reasonable terms.
- 9.11. The Host Institution shall do, and shall procure that the Research Personnel shall do, all acts required to assist BSH to protect or exploit the Resulting IP and/or to assign the Resulting IP to BSH pursuant to clauses 9.9 and 9.10.
- 9.12. All revenue received from the commercial exploitation of Resulting IP which was generated without the financial support of a third party, whether such commercial exploitation is effected by the Host Institution or by BSH, shall, following the deduction of third party costs directly and exclusively incurred in carrying out the exploitation (including legal, patent and travel costs), be divided equally between the Parties. The Party responsible for exploitation (the "**Commercialising Party**") will account to the

other Party for the relevant revenue share on a quarterly basis, in pounds sterling, to the bank account nominated by such other Party from time to time. The Commercialising Party will provide the other Party with a quarterly written statement detailing the gross revenue received during that period and a breakdown of all the deductions applied.

- 9.13. In the event that Resulting IP is generated with the financial support of a third party in addition to BSH, the Parties and such third party shall meet to agree: (i) who shall be responsible for the commercial exploitation of such Resulting IP; and (ii) a revenue share that reflects the relative contributions of all the parties.
- 9.14. The Commercialising Party shall provide the other Party with a written report on its efforts to exploit the Resulting IP at least once per calendar year.
- 9.15. The Host Institution shall keep full and complete financial records documenting all income received from, and third party costs incurred in respect of, any commercialisation of Resulting IP and shall make such records available to BSH both during and after the Grant Period for inspection on receipt of reasonable notice and for BSH to take copies at BSH's expense.
- 9.16. The Host Institution shall be solely responsible for paying any reward/revenue share due to any person(s) under its internal policies or contractual arrangements in respect of the commercial exploitation of the Resulting IP out of its share of the net revenue that it receives pursuant to clause 9.12.
- 9.17. The Host Institution shall keep BSH fully and promptly informed in writing of:
 - 9.17.1. any directorships, consultancies or other appointments (whether or not remunerated) that the Grant-holder, Research Personnel and others connected with the Research hold with commercial or other organisations that might have an interest in the Resulting IP; and
 - 9.17.2. any gifts of whatever nature in connection with the Research received by or proposed to be made to the Host Institution, Grant-holder, Research Personnel or others connected with the Research (and furthermore shall, to BSH's reasonable satisfaction, ensure that such appointments or gifts do not in any way impinge upon BSH's rights in connection with the Research).
- 9.18. Any sharing of equity between the Host Institution and BSH or third parties (which includes shares, loan stock, debenture stock and options in a company) which arises from exploitation of Resulting IP must be agreed in writing with BSH.

10. Data protection

- 10.1. The Host Institution shall comply with all Applicable Laws relating to the processing of personal data ("**Data Protection Laws**") in connection with its performance of the Grant Contract, including (without limitation) in respect of:
 - 10.1.1. the performance of the Research;

- 10.1.2. obtaining, manipulating, collating, disclosing and other forms of processing data in the course of the Research;
 - 10.1.3. Publications and other dissemination of the results of the Research; and
 - 10.1.4. making available or allowing access to data and/or datasets generated by the Research.
- 10.2. Without limitation to the generality of clause 10.1, the Host Institution shall be solely responsible for:
- 10.2.1. determining the appropriate legal basis/bases for any processing of personal data it carries out in connection with the Research (“**Relevant Processing**”);
 - 10.2.2. ensuring that it performs its obligations under Grant Contract in accordance with Data Protection Laws and that all Research Personnel perform the tasks allocated to them in accordance with Data Protection Laws;
 - 10.2.3. providing data subjects with information about the Relevant Processing as required by Data Protection Laws;
 - 10.2.4. obtaining and recording consent from data subjects to the Relevant Processing where consent is required under Data Protection Laws;
 - 10.2.5. keeping appropriate records of the Relevant Processing in accordance with the Data Protection Laws;
 - 10.2.6. putting in place contracts with third parties in relation to the Relevant Processing where required or recommended under Data Protection Laws and ensuring that such contracts contain all provisions required by the Data Protection Laws; and
 - 10.2.7. putting in place appropriate technical and organisational security measures to protect personal data processed in the course of the Relevant Processing.

11. Confidentiality

- 11.1. Each Party shall keep secret and confidential all Confidential Information disclosed to it and shall not disclose the same to any person except to the extent necessary to perform its obligations in accordance with the terms of the Grant Contract or as expressly authorised in writing by the disclosing party and shall not use such Confidential Information for any purpose other than performing its obligations in accordance with the terms of the Grant Contract.
- 11.2. The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Confidential Information that:
 - 11.2.1. at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of the Grant Contract by the receiving party;
 - 11.2.2. is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise

acquired by the receiving party from the disclosing party under any obligations of confidence; or

- 11.2.3. is at any time after the date of the Grant Contract acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.
- 11.3. The receiving party may disclose Confidential Information of the disclosing party as may be required by Applicable Laws provided that, to the extent practicable and legally permissible in the circumstances, the disclosing party is given reasonable advance notice of the intended disclosure and a reasonable opportunity to challenge the same.

12. Insurance and indemnity

- 12.1. The Host Institution shall pay for and maintain or cause to be maintained and shall keep or cause to be kept in all respects in full force and effect, all necessary or appropriate insurances which may from time to time be necessary, prudent or appropriate in connection with the Research, the Research Personnel, the Premises and facilities and equipment used in connection with the Research. On request, the Host Institution shall provide BSH with a copy of such insurance policies.
- 12.2. The Host Institution is responsible for the management, conduct and control of all research work funded by the Grant. BSH shall not be liable, except for its obligations to pay the Grant in accordance with the Grant Contract or for death or personal injury arising out of its negligence or for its fraud, to the Host Institution, the Grant-holder or any third party for any matter arising in connection with the Research, use of the Grant by the Host Institution, withdrawal, suspension or repayment of the Grant or the publication of the results of the Research.
- 12.3. The Host Institution shall indemnify and hold harmless BSH, its directors, officers, employees and agents (each an “**Indemnified Party**”) from and against any and all costs, claims, damages, losses, expenses and other liabilities that arise in relation to the Research, the Research Personnel, the Premises and facilities and equipment used in connection with the Research, except to the extent that such costs, claims, damages, losses and expenses arise as a result of the negligence of an Indemnified Party.

13. Professional Misconduct and Conflicts of Interest

- 13.1. The Host Institution shall:
 - 13.1.1. operate approved and effective procedures to prevent professional misconduct and to manage conflicts of interest;
 - 13.1.2. promptly and vigorously investigate any allegations of professional misconduct by any person connected with the Research that may arise

before, during or as a result of the Research and keep BSH fully informed of progress and the outcome; and

13.1.3. if Publications have been produced where academic fraud has been established, ensure that appropriate errata and/or retractions are promptly published and that BSH is notified of all such actions.

13.2. BSH may suspend payment of the Grant in the event of the suspension of Research Personnel paid from the Grant while the investigations under clause 13.1.2 continue.

14. Gifts

BSH shall have absolute right to any bequest, donation or other gift to or made in the name of BSH and such right shall extend beyond the term of the Research and Grant Contract without time limitation.

15. Duration and termination

15.1. The Grant Contract shall come into effect on the date that the Award Letter is signed on behalf of the Host Institution and continue in effect until the end of the Grant Period or for so long as any Grant monies remain unspent by the Host Institution, whichever is later.

15.2. BSH may terminate the Grant Contract and its obligations to pay the Grant at any time for any reason by giving three (3) months' written notice to the Host Institution.

15.3. BSH may terminate the Grant Contract and its obligations to pay the Grant with immediate effect by giving written notice to the Host Institution if the Host Institution, Grant-holder, Research Personnel or any other person connected with the Research commits a material breach of the Grant Contract and (if capable of remedy) the breach is not remedied by the Host Institution within 30 days of a written request by BSH to do so.

15.4. Termination or expiry of the Grant Contract shall not affect the continuance of any provision of the Grant Contract expressly or implicitly surviving termination or expiry, including (without limitation) clauses 1, 2.8, 2.9, 6.6 to 6.12, 8, 9, 10, 11, 12, 13.1, 14, 15.4, 16.2 to 16.6, 17 and 18.

16. Miscellaneous

16.1. BSH may amend these terms and conditions at any time by notifying the Host Institution in writing either directly or by publishing the amendments on BSH's website.

16.2. If any provision of the Grant Contract (or part thereof) is found by any court or other authority of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

16.3. Save for the Indemnified Parties who may enforce the terms of clause 12.312.3, a person who is not a party to the Grant Contract shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 or

otherwise. Notwithstanding the provisions of this clause, BSH shall be entitled pursuant to the Grant Contract to amend, suspend, cancel or terminate the Grant (or any part of it), without the consent of any third party including those referred to in this clause.

- 16.4. The Host Institution may not assign, subcontract or transfer any of its rights or obligations in respect of the Grant or under the Grant Contract to any third party without BSH's prior written consent.
- 16.5. No failure or delay by either Party to exercise any right or remedy under the Grant Contract shall be construed as a waiver of any other right or remedy.
- 16.6. The Grant Contract shall not create any partnership or joint venture between the Parties, nor any relationship of principal and agent, nor authorise any Party to make or enter into any commitments for or on behalf of the other Party.

17. Notices

If a notice is to be given under the Grant Contract, it must be in writing and delivered personally, sent by first class recorded delivery post or by email to the recipient at the address set out in the Award Letter or otherwise notified for that purpose in writing. A notice will be deemed to have been received at the time of delivery if delivered personally or by email (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and on the second working day following posting if posted.

18. Governing law and jurisdiction

The validity, construction and performance of the Grant Contract shall be governed by and construed in accordance with the law of England and Wales. All disputes, claims or proceedings between the Parties relating to the validity, construction or performance of the Grant Contract shall be subject to the exclusive jurisdiction of the courts of England and Wales.