

Summary of current terms and conditions

An outline of the current standard terms and conditions for RNID Innovation Seed Fund Awards is given below where RNID as referred to as “we”, “us” or “our” while the Institute administering the grant, the Grantee, is referred to as “you”, “your” or “yours. Clauses within [] are optional and will be removed or left in as appropriate.

Definitions:

For the purposes of this Agreement, in addition to the terms defined above, the following words shall have the following meanings (unless the context otherwise requires):

ASPA: means the Animals (Scientific Procedures) Act 1986 and any subordinate legislation made under, or any amendments made to, that Act from time to time, together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Data Controller: means the person (s) or entity (ies) who determine the purposes and means of processing personal data.

Data Protection Legislation: means UK Data Protection Legislation in force, including GDPR 2018, and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Legislation (EU/2016/679), and any other directly applicable European Union regulation relating to privacy in force.

Reporting Facility: means a reporting facility and access via an online platform (currently, ResearchFish) to be the designated location for submitting progress reports in relation to the Research.

Research Manager: means the individual who has been nominated to represent us for the purposes of this Agreement.

2 Research practice and obligations

2.1 You shall use the Grant exclusively for the delivery of the Research to be carried out in the Territory and in accordance with this Agreement (including without limitation the budget detailed in your Application) together with any other reasonable requirements notified to you by us from time to time. The Grant shall not be used for any other purpose without our prior written agreement.

- 2.2 You shall not make any significant change to the Research without our prior written agreement. You shall notify us immediately if any change to the Research is made without our prior written agreement, including without limitation any significant divergence from the original aims and directions of the Research.
- 2.3 You shall ensure that the Grant Holder conducts and manages the Research, and that they do so in accordance with the Application and this Agreement, including without limitation Annex 2 hereto, and you shall notify us immediately if the Grant Holder significantly reduce or cease their involvement in the Research.
- 2.4 You agree and accept that you shall not apply for duplicate funding in respect of any part of the Research or any related administration costs that we are funding in full under this Agreement.
- 2.5 You warrant, undertake and represent that:
 - 2.5.1 you have all necessary resources and expertise to deliver the Research (assuming due receipt of the Grant);
 - 2.5.2 you have not committed, nor shall commit, any act prohibited by this Agreement, including (but not limited to) acts of bribery or corruption as applicable in the UK or in each Territory;
 - 2.5.3 you shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify us immediately of any significant departure from such legislation, codes or recommendations;
 - 2.5.4 you shall comply with all legislation, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Research;
 - 2.5.5 you have and shall keep in place adequate procedures for dealing with any conflicts of interest;
 - 2.5.6 you have and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
 - 2.5.7 all financial and other information concerning you which has been disclosed to us is true and accurate;
 - 2.5.8 you have taken all necessary action and have all requisite power and authority to enter into and perform this Agreement in accordance with the terms therein;

- 2.5.9 this Agreement constitutes (or shall constitute when executed) valid, legal, binding and enforceable obligations upon you in the terms therein;
 - 2.5.10 you are not subject to, and shall not enter into, any contractual or other restriction imposed by your own or any other organisation's rules or regulations or otherwise which may prevent or materially impede you from meeting your obligations in connection with the Grant;
 - 2.5.11 you are not aware of anything in your own affairs, which you have not disclosed to us, which might reasonably have influenced our decision to make the Grant on the terms contained in this Agreement;
 - 2.5.12 since the date of your last accounts there has been no material change in your financial position or prospects; and
 - 2.5.13 all animals involved in the Research shall be used in accordance with the relevant laws applicable in each Territory and the requirements stated in Annex 2, which must provide a standard of use at least equivalent to the standards set out in the codes of practice issued under ASPA (as detailed in Annex 2).
- 2.6 For the avoidance of doubt, unless first approved by us in writing, you shall not use the Grant to:
- 2.6.1 purchase buildings or land;
 - 2.6.2 pay any of your indirect costs, including without limitation your overheads notwithstanding that any of those overheads may relate to facilities where the Research is conducted; or
 - 2.6.3 pay for any of your expenditure commitments entered into before the commencement date of this Agreement.
- 2.7 The Grant will be paid in one (1) instalment. Unless agreed with us in writing in advance, the Grant must be spent within the following period:
- 2.7.1 the Grant must be spent by the end of the Grant Period. You shall not spend any part of the Grant after the end of the Grant Period without our prior written permission.
- 2.8 Should any part of the Grant remain unspent or is likely to remain unspent by the end of the Grant Period, you must notify us in writing immediately. We will have sole discretion to decide whether any unspent part of the Grant must be returned to us, or may be retained by you to be spent on the Research.

- 2.9 The Grant is only payable to you and, except as contemplated as part of the Research by being set out in the Application or as payment for goods or services required by the Research, you shall not, and shall not allow, any part of the Grant to be passed to any third party for any reason, without our prior written permission.
- 2.10 Any liabilities arising at the end of the Grant Period including any redundancy liabilities for staff employed by you to deliver the Research must be managed and paid for by you using other resources available to you. There will be no additional funding available from us for this purpose.

3 **Finance**

- 3.1 Subject to the provisions of this clause 3, the Grant will be paid in one (1) instalment following execution and completion of this Agreement. The payment will be made on or before the Start Date, or once a counter-signed copy of this Agreement is received by us, whichever is later.
- 3.2 The amount of the Grant shall not be increased in the event of any overspend by you in your delivery of the Research.
- 3.3 Payments will be made in UK Pounds Sterling and the sums paid over to you will be inclusive of any currency conversion fees that may be incurred.
- 3.4 You shall promptly repay to us any money incorrectly paid to you 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 you.
- 3.5 Without prejudice to our other rights and remedies, we may at our discretion, require repayment of all or part of the Grant if:
- 3.5.1 you use any part of the Grant for purposes other than those for which the Grant has been awarded;
- 3.5.2 the undertaking of the Research does not start within six (6) months of the Start Date and you have failed to provide, to our satisfaction, a reasonable explanation for the delay;
- 3.5.3 you breach any warranty, undertaking or representation in clause 2.5 of this Agreement; or
- 3.5.4 you obtain duplicate funding from a third party for the Research.

- 3.6 We may retain or set off any sums owed to us by you which have fallen due and payable against any sums due to you under this Agreement or any other agreement pursuant to which you provide goods or services to us.
- 3.7 Should you be subject to financial or other difficulties which are capable of having a material impact on the effective delivery of the Research or your compliance with this Agreement, you will notify us as soon as possible so that, if possible, and without creating any legal obligation, we will have an opportunity to provide assistance in resolving the problem or to take action to protect us and the Grant monies.
- 3.8 The Grant shall be shown in your accounts as a restricted fund and shall not be included under general funds. You shall acknowledge the Grant in your annual report and accounts, including an acknowledgement of us as the source of the Grant.
- 3.9 You shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by you, together with details of invoices, receipts and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six (6) years following receipt of any Grant monies to which they relate. We shall have the right to review, at our reasonable request, your accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.
- 3.10 Within two months of the End Date, you must send to us a signed report detailing all Grant income and expenditure.
- 3.11 If required, you will send us upon request two copies of your most recently audited accounts.

4 Dissemination and publicity

- 4.1 You shall ensure that all Research outcomes are published in an appropriate form. You shall promptly notify us in writing each time a paper referring to the Research is accepted for publishing by any journal or any other publisher.
- 4.2 You shall ensure that electronic copies of any publications of the Research are made available through PubMed Central (PMC) or Europe PubMed Central (Europe PMC), as soon as possible and in any event within six (6) months of the journal publisher's official date of final publication.

- 4.3 If you do not publish the findings of the Research to our reasonable satisfaction, then we will have the right, but not the duty, to make or arrange for such publication. This right will only be exercised six (6) months after we give you written notice that you are failing to publish the Research findings to our satisfaction.
- 4.4 You shall acknowledge our support in any materials that refer to the Research and in any written or spoken public presentations about the Research. Such acknowledgements shall include our name and logo (or any future name or logo adopted by us) using the templates provided by us from time to time. In using our name and logo, you shall comply with all reasonable branding guidelines issued by us from time to time.
- 4.5 You grant us the right to use any information, other than any information that you have specifically identified as being confidential, which is provided in the Application, the reports submitted pursuant to this Agreement, or otherwise provided by you to us, for any of our promotional and fundraising activities. Such activities may include, without limitation, creating summaries for use on our website, in fundraising appeals or reports to donors, or writing articles in our membership magazine.
- 4.6 We shall consult you prior to issuing any statement to the press about the Grant or the Research.
- 4.7 You must obtain our written approval of any press statements about the Grant or the results of the Research prior to them being issued.

5 Reporting and Research progress

- 5.1 Throughout the Grant Period you will provide, promptly upon our request, brief written reports on the progress of the Research in accordance with our specification, to be submitted directly to us. You shall also promptly upon request provide us with such further information, explanations and documents as we may reasonably require in order for us to establish that the Grant has been used exclusively in accordance with this Agreement.
- 5.2 You will permit both us and our authorised representatives by prior appointment upon reasonable notice to visit the facilities at which the Research is being conducted and to observe the Research, for the purpose of discussing, monitoring and evaluating your fulfilment of the conditions of this Agreement.

- 5.3 Within one (1) month of the End Date, you will provide a comprehensive report in accordance with our specification, detailing all outcomes of the Research, which you shall submit to us through the Reporting Facility. You shall also provide directly to us a separate written report in accordance with our specification, containing narrative detail of the Research outcomes.
- 5.4 You shall closely monitor the delivery and success of the Research throughout the Grant Period to ensure that the aims and objectives of the Research are being met and that this Agreement is being adhered to.
- 5.5 Upon our request, you will provide updates on the progress of the Research and the Research outcomes following the end of the Grant Period, via the Reporting Facility, upon the one (1), three (3) and five (5) year anniversaries of the end of the Grant Period. This obligation shall continue after the expiry or termination of this Agreement, for any reason.

6 **Liability**

- 6.1 Subject to clause 6.2, to the extent permitted by law we accept no liability for any consequences, whether direct or indirect, that may come about from the conduct of the Research, the use of the Grant or from withdrawal of the Grant.
- 6.2 Nothing in this Agreement limits or excludes either party's liability for:
 - 6.2.1 death or personal injury caused by the negligence of a party;
 - 6.2.2 any fraud; or
 - 6.2.3 any sort of liability that, by law, cannot be limited or excluded.
- 6.3 You shall indemnify us and our employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of:
 - 6.3.1 your breach of applicable laws, regulations, codes of conduct or other guidance from authorities in relation to the Research, including (but not limited to) failure to obtain the licenses and consents required for the Research and/or a breach of the provisions in Annex 2; and
 - 6.3.2 your acts or omissions which lead to any damage, or potential damage, to our reputation, name or logo.
- 6.4 The provision of this clause 6 shall survive termination of this Agreement for any reason.

7 **Data Protection**

- 7.1 We will comply with all applicable requirements of the Data Protection Legislation. In this clause 7, Applicable Laws means (for so long as and to the extent that they apply) the law of the European Union, the law of any member state of the European Union and/or UK Data Protection Legislation and any other law that applies in the UK.
- 7.2 We will require personal data to be made available to us by you. The nature, purpose, type of personal data and categories of data subjects required to be made available to, and processed by us from you can be found in Annex 3 to this Agreement. Both the parties record their intention that we shall be the Data Controller and in any such case:
- 7.2.1 You acknowledge and agree that the personal data may be transferred or stored outside the EEA or EU or the country where they are located in order to carry out processing for the purposes outlined in Annex 3. Where such personal data is transferred or stored outside the EEA or EU, we will ensure that any transfer of data outside the EEA or EU is undertaken using legally compliant transfer mechanisms including but not limited to standard contractual clauses or binding Corporate Rules under Article 46.2 of the GDPR adopted by the EU Commission to protect the privacy and security of the personal data or other legally compliant transfer mechanisms under GDPR.
- 7.2.2 You shall ensure that you are entitled to transfer the relevant personal data to us so that we may lawfully use, process and transfer the personal data in accordance with this agreement;
- 7.2.3 We will ensure that we process the relevant personal data strictly in accordance with the purposes outlined in Annex 3;
- 7.2.4 We shall maintain a record of all categories of processing activities carried out to fulfil the purposes outlined in Annex 3 in accordance with data protection legislation and shall make this record available to you if requested;
- 7.2.5 We shall ensure that the Grant Holders have been informed of, and where appropriate have given their consent to, such use, processing, and transfer

of their personal data as required by all applicable data protection legislation;

- 7.2.6 We shall take appropriate technical and organisational measures to ensure an appropriate level of security, taking into account the nature, scope, context and purposes of the processing.
- 7.2.7 We shall ensure that only such of our employees who may be required by us to assist in processing the personal data in accordance with the purposes outlined in Annex 3 shall have access to the personal data and that all such employees will have undergone training in the law of data protection, their duty of confidentiality under contract and in the care, security and handling of personal data;
- 7.2.8 We are permitted to sub-contract any of the processing, to our third party contractors and the same data protection obligations as set out in this Agreement shall be imposed on that other processor by way of a contract or other legal act; and
- 7.2.9 We will notify your Data Protection Officer within 72 hours of becoming aware of any incidents threatening to breach or breaching the confidentiality, integrity or availability of any of the personal data processed as a result of this Agreement.

8 Term and Termination

- 8.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until either (i) the expiry of the Grant Period; or (ii) for so long as any Grant monies remain unspent by you, whichever is longer, save any obligations under this Agreement which remain in force following expiry or termination of this Agreement for any reason which shall continue until such obligations have been completed.
- 8.2 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.
- 8.3 We may terminate this Agreement and any Grant payments on giving you thirty (30) days' prior written notice should we be required to do so for any reason.
- 8.4 Either party may terminate this Agreement, with immediate effect on providing thirty (30) days' prior written notice, if the other party has committed a material

breach of the Agreement and if such material breach has not been remedied during the notice period.

- 8.5 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination for any reason or expiry of this Agreement shall remain in full force and effect. Any rights and remedies accrued under this Agreement will not be affected by the termination of this Agreement.

9 **Variation**

No amendments to this Agreement will be effective or enforceable unless agreed by us and evidenced in writing.

10 **Assignment**

Other than as set out in this Agreement, you may not without our prior written consent assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or transfer or pay to any other person any part of the Grant.

11 **Contracting status**

- 11.1 Where the Grantee is neither a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Grantee shall be jointly and severally liable for the Grantee's obligations and liabilities arising under this Agreement.
- 11.2 This Agreement shall not create any partnership or joint venture between us and you, 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.

12 **Waiver and Severance**

- 12.1 No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy nor shall it preclude or restrict any further exercise of that right or remedy or any other. No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of that or any other right or

remedy. A waiver of any right under this Agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default.

- 12.2 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

13 **Entire Agreement**

This Agreement sets out the entire agreement of the parties and supersedes all prior agreements and understandings relating to its subject matter.

14 **Third parties**

- 14.1 Any staff recruited by you in connection with the Research are your employees and you shall be solely responsible for them and for any costs, taxes and liabilities arising under any present or future employment law or regulations.
- 14.2 This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

15 **Insurance**

You shall effect and maintain with a reputable insurance company a policy or policies, providing limits of cover of an appropriate level for the Research, in respect of all risks which may be incurred by you, arising out of your performance of the Agreement, including death or personal injury, loss of or damage to property, breach of third party intellectual property rights or any other loss. You shall (on request) supply to us a copy of all such insurance policies.

16 **Dispute Resolution**

- 16.1 In the event of any complaint or dispute (including any dispute concerning our right to withhold funds or terminate) arising between the parties to this Agreement

in relation to this Agreement the matter should first be referred for resolution to the Research Manager or any other individual nominated by us from time to time.

- 16.2 Should the complaint or dispute remain unresolved within fourteen (14) days of the matter first being referred to the Research Manager or other nominated individual, as the case may be, either party to this Agreement may refer the matter to the Executive Director for Research of RNID and a senior member of staff nominated by you for this purpose, with an instruction to attempt to resolve the dispute by agreement within twenty-eight (28) days, or such other period as may be mutually agreed by you and us.
- 16.3 In the absence of a resolution of the complaint or dispute pursuant to the process set out in clause 16.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed in writing, the parties shall bear the costs and expenses of the mediation equally.

17 **Notices**

All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, emailed, or mailed (by first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered or if emailed all such communications shall be deemed to have been given when received (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 if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing. For the purpose of this clause, "working day" means any day that is not a Saturday or a Sunday or a day on which the Bank of England is closed for business.

18 **Counterparts**

This Agreement may be executed simultaneously in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

19 **Governing law**

Without prejudice to your obligations to comply with the laws and regulations of each Territory, the terms of this Agreement will be interpreted in accordance with the laws of England and Wales, and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

ANNEX 2 RESEARCH

1. The Research must be conducted in accordance with the Application attached as Annex 1 of this Agreement, the requirements set out below and the terms and conditions of this Agreement, and in accordance with any other reasonable requirements notified to you by us from time to time.
2. You shall ensure that the Research is conducted in compliance with the relevant statutes and regulations applicable to each Territory, and in particular those relating to health and safety.
3. Before the Research begins, and during the Research as may be required, you shall promptly obtain all consents and licences (including without limitation all institutional and personal licences, licences under ASPA and consents from the relevant ethical committees) that are necessary for the conduct of the Research and shall provide to us a copy of all such licences and consents.
4. Research conducted in the UK involving vertebrates and cephalopods that are subject to scientific procedures that may cause pain, suffering, distress or lasting harm must comply with the provisions of ASPA. All animals involved in the Research shall be kept in accordance with the codes of practice issued under ASPA. If the Research is conducted outside of the UK, all animals shall be kept to a standard that is at least equivalent to that set out under ASPA.
5. You shall permit the use of animals in scientific procedures only where there is no reasonable alternative available. Research should be planned with the welfare of the animals in mind, including the protection of the environment in which they live. Anyone involved in the care and handling of animals must be properly trained and fully aware of the legal and ethical issues involved.
6. Experiments using animals must use the simplest possible, or least sentient, species of animal, ensure that distress and suffering are avoided wherever possible and employ an appropriate experimental design and use the minimum number of animals consistent with ensuring that the scientific objectives will be met. You shall ensure that the Research is conducted in compliance with the rules and guidelines stated on the website of the National Centre for Replacement, Refinement and Reduction ("**NC3R**"): <http://www.nc3rs.org.uk/>.
7. You shall ensure that, where the Research involves the use of animals, all persons conducting the Research implement and adhere to the NC3R guidelines,

'Responsibility in the Use of Animals in Bioscience Research' (www.nc3rs.org.uk/responsibility).

8. You shall ensure that, where the Research involves the use of non-human primates, all persons conducting the Research comply with the NC3R guidelines, 'Primate Accommodation, Care and Use' (<http://www.nc3rs.org.uk/non-human-primate-accommodation-care-and-use>).
9. You shall ensure that the Research is conducted and all experiments are designed in a manner that conforms to the Animal Research: Reporting of *In Vivo* Experiments ("**ARRIVE**") guidelines (<http://www.nc3rs.org.uk/arrive-guidelines>), and ensure that animal-based studies are reported in accordance with the ARRIVE guidelines as far as possible, taking into account the specific editorial policies of the journal concerned.

ANNEX 3
NATURE AND PURPOSES OF PERSONAL DATA PROCESSING TO BE CARRIED OUT UNDER THIS AGREEMENT

Personal data to be collected and processed under this Agreement:

1. Names, professional contact details and CVs of named Grant-Holders and collaborators – no special category data is included.
2. Details of the Research, including the Application, annual progress reports, any additional progress reports that are provided, end of grant reports, financial reports, and updates on grant outcomes after the term of the Grant.

Any personal data that has been identified to us as being confidential will be kept confidential, and not made public under any circumstances.

Purposes of the data processing:

1. To manage the Grant, including making payments of the Grant and obtaining progress and financial reports.
2. To monitor progress of the Research, so that we can ensure that our funding is being spent according to the agreed budget, and that the Research is proceeding according to plan.
3. To monitor outcomes of the Research e.g. publications, further funding, patents etc, both during the Grant Period and after the Grant has ended, so that we can measure the impact that our research programme is having.
4. To allow us to raise funds in support of our cause, including our biomedical research programme, by providing information about the research we are funding to potential donors.
5. To keep our staff, supporters and the general public informed about the research we are funding, and the impact it is having.
6. To allow us to monitor our own research portfolio over time, and to monitor the research landscape so that we can make appropriate decisions about the research we fund.
7. To support our commitment to open-access research, so that everyone can access the research that we fund.
8. To fulfil the terms of our membership of the Association of Medical Research Charities, by providing them with information about the research that we fund so that they can carry out a charity sector-wide analysis of the research funding landscape.

Transfer of personal data to third parties:

To be able to process the personal data for the purposes above, RNID may transfer personal data to selected third parties, including any co-funders of the Research who are named in this Agreement.

Retention period

We will retain this personal data throughout the Grant Period and after the Grant has ended, for as long as the Research is producing outcomes – this will likely be for several years. We will ensure that the data is kept up to date.