

LONDON SCHOOL OF ECONOMICS & POLITICAL SCIENCE*

and

GRANTHOLDER ORGANISATION**

NIHR SCHOOL FOR SOCIAL CARE RESEARCH: RESEARCH AWARD

relating to the study "Project title"

* THE LONDON SCHOOL OF ECONOMICS & POLITICAL SCIENCE ("LSE") a company limited by guarantee (Company Registration No. 70527) and an exempt charity, whose registered office is at Houghton Street, London WC2A 2AE

** **GRANTHOLDER ORGANISATION** ("XXX") whose registered office is at <<address>>

Ref: <<project reference>>

TERMS AND CONDITIONS

BACKGROUND

- (A) The National Institute for Health Research acting on behalf of the Department of Health and Social Care (the "Authority") established the NIHR School for Social Care Research (hereafter "NIHR SSCR") in May 2009 for a five-year term ending in April 2014.
- (B) In January 2014, the Authority announced a further 5 year-term of funding for the NIHR SSCR.
- (C) In November 2018, the Authority announced a further 5 year-term of funding for the NIHR SSCR from 1 May 2019.
- (D) NIHR SSCR issued a call for external research proposals in August 2020 to which <<GRANTHOLDER ORGANISATION>> submitted a research proposal led by <<Principal Investigator>> (the "Principal Investigator").
- (E) Further to completion of the external peer-review process and research commissioning process, NIHR SSCR has approved funding for the research proposal as set out in Schedule 1.
- (F) This Agreement sets out the applicable terms and conditions for this award.

1. DEFINITIONS

1.1. In this Agreement the following words and phrases shall have the following meanings unless the context otherwise requires:

"Agreement"	means this document and its Schedules;
"Arising Know How"	means Know How that is created, devised or generated by or on behalf of any of the Grantholder in the course of the performance of the Research;
"Approved Budget"	means the total cost agreed for the Research as set out in Schedule 3;
"Authority"	means the Secretary of State for Health and Social Care at the Department of Health and Social Care, 39 Victoria Street, Westminster, London SW1H 0EU;
"Background Intellectual Property"	means any Intellectual Property in existence at the Commencement Date or created, devised or generated other than in the performance of the Research and which is actually used in the performance of the Research;
"Business Day"	means Monday to Friday (inclusive) except bank or public holidays in England;
"Care"	means any service, facility or resource, or other step, that provides (i) care and support to Care User(s); and/or (ii) support to the Carer(s). The care and support may have a variety of aims including, but not limited to, helping the Care User(s) and/or Carer(s) remain independent, retain dignity and/or achieve a better quality of life in itself and/or the same quality of life for longer and it may also

include safeguarding vulnerable Care User(s) and/or Carer(s) from abuse and neglect. Care and support is typically provided in a number of settings including but not limited to residential and nursing homes, Care User homes (domiciliary or 'home' care) and in other community settings such as day centres, sheltered housing, extra-care housing, supported living and shared lives schemes;

"Carer" means any (a) unpaid carer including family and/or other unpaid person(s); and/or (b) social care professional of the Care User(s);

"Care Provider" means any Local Authority or any other provider(s) of Care including but not limited to any Health Service Body, charity, company and/or other organisation;

"Care User" means any Adult or group of Adults or young people transitioning into adulthood that may require care and support because of their age, illness, cognition, disability and/or other circumstance(s);

"Care User & Carer Benefit" means achieving any one or more of the following:

- (a) identifiable improvements in the quality of care and support offered by any Care Provider in England;
- (b) identifiable improvements in the experience of Care User(s) and/or Carer(s) receiving care and/or support from any Care Provider in England;
- (c) identifiable improvements in care and/or support outcomes including but not limited to maintaining the Care User's quality of life in itself and/or for longer;
- (d) identifiable improvements in the efficiency of any Care Provider in England;
- (e) identifiable and measurable cost savings in any Care Provider in England;
- (f) generating revenue for any Care Provider in England;
- (g) or any other outcome that has been accepted in writing by the Authority to benefit any Care User, Carer or Care Provider in England;

"Commencement Date" means <<date>>

"Completion Date" means <<date>>

"Confidential Information" means information of any form, however conveyed and irrespective of the media on which it is stored, that is:

- (a) information which has been designated as confidential by either Party, the Authority or the NIHR SSCR; or
- (b) information that reasonably ought to be considered as confidential including information which relates to the business, affairs, properties, assets, trading practices, goods/services, developments, trade secrets, Intellectual Property, Know How, personnel, customers and suppliers and commercial sensitive information of either Party, the Authority or the NIHR SSCR; or

(c) Personal Data and/or special category data within the meaning of the Data Protection Legislation; or

(d) the Research Data;

“Control” means the ability to control or direct the affairs of another, whether by virtue of the ownership of shares, contract or otherwise;

“Data Controller” has the meaning ascribed to it in the Data Protection Legislation;

“Data Processor” has the meaning ascribed to it in the Data Protection Legislation;

“Data Protection Legislation” means any Applicable Law relating to the processing, privacy, and use of Personal Data, as applicable to the performance of the Research from time to time;

“Electronic Form” shall include, but not be limited to, digital, optical and magnetic information storage and retrieval systems (such as, by way of example and not limitation, videos, floppy diskette based software, CD-ROM, interactive software, compact discs, ROM-Card, silicon chip and other such systems), off-line and on-line electronic or other (including but not limited to satellite) transmission, and any other device or medium for electronic reproduction, publication, distribution or transmission, whether now or hereafter known, invented or developed;

“Electronic Form Rights” means the right to prepare, reproduce, publish and sell, to distribute, transmit, download or otherwise transfer or make available copies, and to license the foregoing rights, in electronic versions of the Material: that is versions that include the Material (in complete, condensed, adapted, manipulated or abridged versions, and in compilations) for performance and display in any manner (whether sequentially or non-sequentially, and together with accompanying sounds and images, if any) by any Electronic Form;

“Foreground IP” means any Intellectual Property that is created, generated or developed (whether in whole or in part) during the course of and for the purpose of any part of the Research. For the avoidance of doubt, this:

(a) includes Foreground IP generated by or on behalf of the Grantholder in the course of performing the Research; and

(b) excludes Arising Know How and Research Data; and

(c) excludes Intellectual Property that has been generated by the Grantholder without support from the NIHR SSCR;

“Good Industry Practice” means standards, practices, methods and procedures conforming to the law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances;

“Grantholder” means the organisation hosting the Research, i.e. <<name>>;

“Health Care” has the meaning ascribed to it in section 64 of the Health & Social

Care Act 2012 and includes both health care and social care provided to individuals on a non-fee paying basis. For the avoidance of doubt, Health Care is deemed to include (but is not limited to) evaluation, training and teaching purposes relating to the provision of care and treatment;

“Health Service Body”	has the meaning ascribed to it in section 9 of the National Health Service Act 2006;
“Key Personnel”	means the principal investigator set out above;
“Know How”	has the meaning given to it in Commission Regulation (EU) 316/2014 of 21 March 2014 at Article 1, 1(i);
“Material”	means any report, executive summary, paper, abstract or other document produced by the Grantholder under this Agreement pursuant to Clause 6 for the purposes of NIHR SSCR excepting any Arising Know How, Research Data, Foreground IP or other Intellectual Property described therein;
“NIHR”	means the National Institute for Health Research;
“NIHR SSCR”	means the National Institute for Health Research School for Social Care Research, funder of the Research, which is managed and operated by LSE and its collaborators with funding from the Authority;
“NIHR SSCR Director”	means Professor Martin Knapp at LSE as appointed by the Authority;
“Personal Data”	has the meaning ascribed to it in the Data Protection Act 2018;
“Reporting Milestone”	means the milestones set out at Schedule 2 which must be met by the Grantholder to the reasonable satisfaction of the NIHR SSCR by the Reporting Milestone Dates;
“Reporting Milestone Date”	means the dates set out in Schedule 2 for the achievement of the Reporting Milestone;
“Research”	means the research study to be undertaken by the Grantholder commissioned by the NIHR SSCR and funded by the monies paid under this Agreement with the scope of work specified in Section 1.
“Research Data”	means information or data which is not Personal Data that is collected or generated in the performance of the Research or any Research Project and includes (but is not limited to) information that is collated or stored in searchable form. For the avoidance of doubt, Research Data does not include information or data that has been analysed;
“Results”	means any data or information generated by the Research;
“Term”	means XX months;
“Terms and Conditions”	means these terms and conditions and reference to a “Condition” shall be to a term or condition set out in this Agreement.

1.2. In interpreting this Agreement:

1.2.1. headings are for ease of reference only and shall not affect the construction of this Agreement;

- 1.2.2. references to Clauses, Sub-clauses and Schedules are references to the clauses, sub-clauses and schedules in this Agreement, unless otherwise stated;
- 1.2.3. words importing one gender include any other and the singular includes a plural and vice versa and references to a person include any individual, firm or body corporate, joint venture, government state or agency of a state or any partnership or association (whether or not having a separate legal personality);
- 1.2.4. where reference is made to a statutory provision this includes all subsequent enactments, amendments and modifications relating to that provision and any subordinate legislation made from time to time under it; and
- 1.2.5. except where otherwise specifically provided, if there is any conflict or inconsistency between the Clauses and the Schedules and the terms of any documents referred to in and appended to this Agreement, then the order of priority shall be:
 - (a) these Terms and Conditions; and
 - (b) the terms of the project proposal document appended to this Agreement; and
 - (c) all other Schedules.

2. ENTRY INTO FORCE OF THE AGREEMENT

- 2.1. The Research will begin on <<date>> (“Commencement Date”) and will continue until its completion on <<date>> (“Completion Date”). If this Agreement is entered into after the Commencement Date, it will apply retrospectively to work done in relation to the Research on or after the Commencement Date. This Agreement will remain in full force and effect for the duration of the Research subject to Clause 20.
- 2.2. The Grantholder will submit a letter from their project sponsor confirming their role as sponsor under the UK Policy Framework for Health and Social Care Research for this project ahead of the Commencement Date or ahead of signature of this Agreement.
- 2.3. Research activities requiring ethical approval will not start until such approval from the National Social Care Research Ethics Commitment (or NRES or equivalent body) is in place.
- 2.4. If in the LSE's reasonable opinion, the Research has not effectively commenced by the Commencement Date or additionally agreed in writing between NIHR SSCR and the Grantholder, the LSE may withdraw the offer of funding for the Research and this Agreement will terminate.

3. SCOPE AND PERFORMANCE

- 3.1. The Grantholder shall carry out the Research project in accordance with Schedule 1 and the terms and conditions contained in this Agreement.
- 3.2. The Grantholder shall ensure that the Principal Investigator and Research Personnel are aware of the terms and conditions set out in this Agreement.
- 3.3. The Grantholder shall use all reasonable endeavours to comply with applicable timescales for the performance of its duties and obligations under this Agreement.

- 3.4. The Grantholder hereby agrees and undertakes that:
- 3.4.1. the Material produced by the Grantholder and the Research will be provided to a standard, quantity, format and timeliness to meet LSE's requirements as specified in this Agreement and/or as otherwise agreed from time to time with LSE;
 - 3.4.2. the Grantholder shall provide the Research and perform all of its obligations under this Agreement with all necessary skill, diligence, efficiency and economy to satisfy generally accepted professional standards expected from experts and in accordance with Good Industry Practice;
 - 3.4.3. the Grantholder shall at all times maintain a high standard of research and shall comply with the guidance and advice from the Authority regarding the conduct and administration of research which may be issued from time to time on the Authority's website: <https://www.nihr.ac.uk/researchers/manage-your-funding/manage-your-project/>;
- 3.5. If at any time it appears likely that any material provision of this Agreement or Research as set out in Schedule 1 needs to be varied, the Grantholder shall within ten (10) calendar days inform the NIHR SSCR and LSE in writing requesting a variation to the Agreement, giving full details of the justification for the request. Upon receipt of such a request the LSE may:
- 3.5.1. agree to vary the Agreement in a form provided by the LSE and NIHR SSCR and signed by both parties;
 - 3.5.2. vary the Research in a manner which the Grantholder agrees can be carried out within the Research Period and Approved Cost;
 - 3.5.3. refuse the request and require the continuation of the Research in accordance with the Agreement; or
 - 3.5.4. give notice of termination in accordance with Clause 20.

4. GRANTHOLDER PERSONNEL

- 4.1. The Grantholder will submit the details (name, role and contact details) of all staff employed on the Research project to the SSCR Finance and Impact Manager (FIM) during Month 1 of the study and subsequently as necessary.
- 4.2. All research staff employed on this award are granted the title of NIHR SSCR Fellow until <<date>>.
- 4.3. All members of the Grantholder's Personnel shall be appropriately qualified, experienced and in a suitable physical condition so as to ensure that the Grantholder complies with all the Grantholder's obligations under this Agreement.
- 4.4. All staff providing services in connection with this Agreement shall be bound by the same terms and conditions of service which are normally applicable to the Grantholder's employees or the relevant employing collaborator. Subject to the compatibility with this Agreement, the Grantholder shall take into account, as far as possible, the recommendations from Universities UK and the University and College Union on Codes of Practice for the employment of research staff on fixed term contracts.
- 4.5. The Grantholder must not discriminate on the grounds of gender, race, disability, sexuality, age or religion. The Grantholder shall not unlawfully discriminate within the meaning and scope of the provisions of the Race Relations Act 1976, the Sex Discrimination Acts 1975 and 1986, the Equal Pay Act 1970, the Disability

Discrimination Act 1995 the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003, the Employment Equality (Age) Regulations 2006, the Equality Act 2010, the Human Rights Act 1998 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof or as prohibited by the laws of the place of the performance of any of the Research. The criteria for short listing and appointment to posts funded by the Authority must be based solely on the knowledge, skills, experience and personal qualities which in the view of management are required for the successful discharging of the responsibilities of the post. All posts should be open to part-timers and job-share arrangements unless otherwise stated in the advertisement.

- 4.6. The Grantholder will ensure that the terms and conditions of staff employed to provide services in connection with this Agreement contain provisions in respect of intellectual property compatible with the terms of this Agreement and in particular allow those staff to where reasonable and practicable publish the Results in appropriate research journals.
- 4.7. The Grantholder shall take all reasonable steps to ensure that the Grantholder's Personnel do not unlawfully discriminate as set out in the Clause 4.5.
- 4.8. No changes or substitutions may be made to members of the Grantholder's Personnel identified as key personnel in this Agreement without LSE's prior written consent.
- 4.9. If LSE or the Authority reasonably considers any member of the Grantholder's Personnel unsuitable, the Grantholder shall substitute such member as quickly as reasonably possible without direct or indirect charge with a replacement acceptable to LSE.
- 4.10. The Grantholder is responsible for all acts and omissions of the Grantholder's Personnel and for the health, safety and security of such persons and their property.
- 4.11. The Grantholder warrants and undertakes that if and whenever the Research requires the Grantholder or any of the Grantholder's Personnel to be present and/or to undertake work in the United Kingdom or any other country, the Grantholder will:
 - 4.11.1. comply with all applicable legal requirements for entry to and working in the United Kingdom or the other country concerned including (without limitation) obtaining such business visitor visas as may be required from time to time; and
 - 4.11.2. (if so requested by LSE) produce evidence of such compliance in such form as LSE may require.
- 4.12. The Grantholder shall ensure that each of the Grantholder's Personnel shall comply with the rules and regulations of the NIHR Academy as set out on the NIHR website (<http://www.nihr.ac.uk/faculty/Pages/default.aspx><https://www.nihr.ac.uk/explore-nihr/support/academy.htm>).
- 4.13. Neither the Grantholder nor any of the Grantholder's Personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Agreement.
- 4.14. The Grantholder and the Grantholder's Personnel shall notify LSE immediately of:
 - 4.14.1. any actual or potential conflict together with recommendations as to how the conflict can be avoided; and
 - 4.14.2. any matters, facts or circumstances which otherwise bring into question the independence or impartiality of any Research to be provided by the Grantholder.

- 4.15. Having regard to the nature of this Agreement, the Grantholder shall be entitled to supply services to any third party provided that this does not (i) prejudice the Grantholder's ability to perform the Research in a timely and efficient manner or (ii) give rise to a conflict of interest for the Grantholder.

5. PAYMENTS

- 5.1. In consideration of the performance of the Research specified in Schedule 1, the Approved Budget for the Research is £XX,XXX as set out in Schedule 3. For the avoidance of doubt, VAT is not applicable.
- 5.2. NIHR SSCR and LSE cannot release funding for activities requiring research ethics and governance approval until that approval is in place. Should such approval not be granted, NIHR SSCR and LSE will not be in a position to release the relevant funding for this project and will require the Grantholder to cover any committed costs for the project.
- 5.3. Invoicing will be quarterly upon actual expenditure as per the project budget (Schedule 3). Invoices should cover the periods April-June, July-September, October-December and January-March.
- 5.4. Invoices should be submitted to Lse.OneFinance.apinvoices@lse.ac.uk addressed to:
- Ms Anji Mehta
NIHR School for Social Care Research
London School of Economics and Political Science
Houghton
London, WC2A 2AE
Quoting the purchase order reference to be issued by NIHR SSCR
- 5.5. All payments due to the Grantholder by LSE shall be made not more than 30 days after the Grantholder has provided a valid invoice in respect thereof.
- 5.6. Payment of the final 10% of the Grantholder's expenditure incurred in the performance of the Research will be released only after successful completion of End-of-project reporting processes.
- 5.7. No payment shall be or become due to the Grantholder unless LSE (acting reasonably) is satisfied that the Grantholder is or has been carrying out its duties, obligations and responsibilities in accordance with this Agreement. If for any reason LSE (acting reasonably) is dissatisfied with Grantholder's performance of this Agreement, an appropriate sum may be withheld from any payment otherwise due. In such event LSE shall identify the particular Research with which it is dissatisfied together with the reasons for such dissatisfaction, and payment of the amount outstanding will be made upon remedy of any unsatisfactory work or resolution of outstanding queries. If LSE (acting reasonably) determines, after paying for a particular Research, that the Research has not been completed satisfactorily, LSE may recover, or withhold from further payments, an amount not exceeding that previously charged for that Research until the unsatisfactory Research is remedied to its reasonable satisfaction.
- 5.8. All payments to the Grantholder shall be made in UK pounds sterling.
- 5.9. The Grantholder shall submit a biannual expenditure report to NIHR SSCR using a template provided by NIHR SSCR.
- 5.10. The Grantholder shall keep accurate and systematic accounts, files and records (the "Records"). The Records

shall clearly identify, among other things, the basis upon which invoices have been calculated and the Grantholder shall keep the Records throughout the duration of the Agreement and for six years following its termination.

- 5.11. The Grantholder shall upon request provide to LSE and/or to the Authority (or their respective representatives including, without limitation, the National Audit Office), unrestricted access to the Records in order that the Records may be inspected and copied. The Grantholder shall co-operate fully in providing to LSE and/or to the Authority or their representatives answers to such enquiries as may be made about the Records.
- 5.12. Where it is found by LSE and/or by the Authority that any overpayment has been made to the Grantholder, the Grantholder shall reimburse LSE such amount within 30 days of the date of LSE's written demand so to do.
- 5.13. LSE shall be under no obligation to make any payment on claims received more than three (3) months after the completion date and there will be a general presumption against paying claims received after this date, unless an extension has been requested and agreed in writing.

6. REPORTING

- 6.1. Progress of the Research will be reviewed periodically against the Reporting Milestones specified in Schedule 2.
- 6.2. The Grantholder shall provide a brief biannual report on the progress of the Research in April and October each year, the template for which will be provided by NIHR SSCR.
- 6.3. The Grantholder will be required to:
 - 6.3.1. respond promptly to requests for information or research updates from NIHR SSCR;
 - 6.3.2. contribute to NIHR SSCR annual reports, case studies, newsletters and events as requested and agreed.
- 6.4. The Grantholder will submit an End-of-Project report within 30 days of the Completion Date or date of termination howsoever terminated, the template for which will be provided by LSE. The report will require:
 - 6.4.1. one or more peer-reviewed paper(s) (in pre-submission manuscript form) that will subsequently be submitted to high quality journals that communicate the main findings of the project;
 - 6.4.2. a brief, accessible 'Findings' document to be placed subsequently on the School website, indicating key messages from the project;
 - 6.4.3. a final project expenditure report;
 - 6.4.4. confirmation of feedback to all participants in the project.
- 6.5. The Grantholder will be required to:
 - 6.5.1. Develop and submit a Knowledge Exchange, Impact and Engagement (KEIE) Plan – the detail for which will be provided by NIHR SSCR – by Month 6 of the Research;
 - 6.5.2. Meet with the NIHR SSCR's Impact Manager to review progress against the KEIE Plan at least annually during the Research;
 - 6.5.3. Submit 6-monthly written progress reports against the KEIE Plan;
 - 6.5.4. Provide a review of progress at the end of the Research;

- 6.5.5. Provide annual updates on KEIE activities for up to 5 years after the Completion Date.
- 6.6. Subject to Clause 10, the Grantholder shall cause to be kept full, detailed and accurate records of all of activities and results obtained in connection with the Research. In this respect, the Grantholder shall, and shall procure that the Grantholder's staff and collaborators and Grantholders shall at all times:
- 6.6.1. where relevant keep scientific notebooks recording all research, development and other work carried out in respect of the Research and the Results of such research, development and other work, including keeping bound note books with page numbering recording all results and observations signed by the persons obtaining such results or making such observations, and countersigned appropriately.
- 6.7. The Grantholder shall upon request make available to LSE copies of all records generated in connection with the Research, including for the avoidance of doubt, records generated by Staff or Partners or Collaborators or sub-contractors under Clause 6.6 and by any third parties working on the project.

7. USE OF NAMES AND ATTRIBUTION

- 7.1. The Grantholder will not:-
- 7.1.1. make use of the names "London School of Economics & Political Science", "LSE" or any other trade names and/or trade marks of LSE in soliciting work for the Grantholder or for any marketing activity whatsoever or for any other purpose either during the Term or at any time thereafter, in each case without the prior written consent of LSE;
- 7.1.2. make use of the names "National Institute for Health Research School for Social Care Research", "NIHR SSCR", "NIHR" or "Department of Health and Social Care" in soliciting work for the Grantholder or for any marketing activity whatsoever or for any other purpose either during the Term or at any time thereafter, in each case without the prior written consent of LSE;
- 7.1.3. act in such a way as to jeopardise the reputation of LSE or NIHR SSCR for independent and unbiased research and/or comment;
- 7.1.4. misrepresent in any way the nature of the Grantholder's relationship with either LSE or NIHR SSCR.

8. ATTRIBUTION, REFERRAL AND PUBLICITY

- 8.1. The Grantholder may inform third parties contacted by the Grantholder in the course of carrying out (during the Term) Research activities commissioned by LSE that the work being undertaken is being carried out on behalf of the NIHR SSCR but (for the avoidance of doubt):
- 8.1.1. no such representation may be made by the Grantholder at any time after the Term (except insofar as noting that the work completed was commissioned by NIHR SSCR); and
- 8.1.2. no publicity is to be given by the Grantholder to or in connection with the Grantholder's engagement by LSE, this Agreement and/or the Research without prior notice subject to clause 14.
- 8.2. The Grantholder hereby agrees and undertakes that it shall not (in the course of carrying out the Research or otherwise) make or purport to make:

8.2.1. any warranties and/or representations relating to the NIHR SSCR on behalf of LSE; and/or

8.2.2. any variations to the terms and conditions applicable to any agreement reached between LSE and any person to which the Research relate,

and the Grantholder agrees and acknowledges that it has no right to bind and/or to commit LSE in any way whatsoever.

8.3. Subject to Clause 14, the Grantholder shall ensure that LSE is notified of all publicity before any information in relation to NIHR SSCR is made public.

8.4. The Grantholder will not without the prior written consent of LSE, which shall not be unreasonably refused or delayed, release, or otherwise make available to third parties, any information relating to this Agreement or NIHR SSCR by means of any public statement, in particular any media announcement or display or by putting on any website or oral presentation to meetings where the results are likely to be reported by the media. This Clause shall not apply where the Parties have a contractual, legal or similar obligation to publish specific details about the Agreement.

8.5. In the event the Grantholder fails to comply with Clause 8.4, LSE reserves the right to deem this to be a material breach and terminate this Agreement in accordance with Clause 20.

8.6. Subject to Clause 8.4, the Grantholder will be required to publicise and communicate the Research as widely as possible following receipt of the signed Agreement, including through some of the following channels:

- placing an abstract of the project (adapted from Schedule 1 if needed) on an institutional website;
- providing relevant information to the NIHR SSCR's Finance and Impact Manager as required for the NIHR SSCR website;
- publicising the grant through host institutions (if relevant) or other relevant media;
- providing NIHR SSCR's Finance and Impact Manager with advance notice of likely newspaper or media appearances and advance notice (and sight) of press releases;
- communicating research findings (both interim and final) through presentations at conferences, seminars and relevant meetings.

9. INTELLECTUAL PROPERTY

Foreground IP

9.1. All Foreground Intellectual Property (other than Background Intellectual Property and Intellectual Property in Material) arising from research and development carried out by the Grantholder in connection with the Agreement shall belong to and vest in the Grantholder.

9.2. The Grantholder shall immediately identify to the LSE any Arising Know How or Foreground IP that may be capable of Care User and Carer Benefit, exploitation or registration and that is created by the Grantholder in performance of the Research.

9.3. The Grantholder shall grant to LSE a royalty free, non assignable, sub-licensable licence to use all Arising Know How or Foreground IP and Results for the purposes of the NIHR SSCR and for academic and non-commercial

purposes and for evaluation, social care services, teaching and training purposes, and for Care User and Carer Benefits.

- 9.4. The Grantholder shall ensure that all persons engaged or involved in carrying out its responsibilities for the Research are engaged upon terms that enable the Grantholder to comply with, and are consistent with, all the terms of this Agreement.

Rights in Material

- 9.5. The entire copyright and any other rights including (without limitation) database and/or design rights subsisting in or otherwise relating to all Material created or developed by the Grantholder in or related to the performance of the Research shall be vested in LSE from the date of creation of same. The Grantholder therefore hereby agrees as follows:-

9.5.1. The Grantholder hereby assigns to LSE all vested, contingent and future copyright, database rights and design rights in the Material and all other intellectual property rights of any nature whatsoever in or relating to the Material (including, without limitation, all Electronic Form Rights and the right to sue and recover for past, present and future infringements of copyright and/or database and/or design rights) whether subsisting now or capable of subsisting in the future, throughout the world for the full term thereof, including any renewals and extensions of the term during which such rights may subsist.

9.5.2. The Grantholder hereby agrees forthwith upon request by LSE and at LSE's reasonable expense to do all such things and execute all such further instruments as LSE may from time to time require and as may be necessary to confirm LSE's title to such rights or to vest such rights in LSE.

- 9.6. The Grantholder hereby warrants that to the best of their knowledge:-

9.6.1. (unless specifically stated otherwise in this Agreement), the Material is the Grantholder's own original work, has not been published before and is not under consideration for publication elsewhere; and

9.6.2. the Material contains nothing defamatory or libellous and all statements purporting to be facts are true; and

9.6.3. the Grantholder has obtained permission from the copyright owner for any excerpts of other copyright work included in the Material and has acknowledged the sources in the Material; and

9.6.4. pursuant to Clause 9, LSE has and will have the right, power and authority to grant the licence to the Authority in the terms set out in Clause 9.11.

Background IP

- 9.7. All Background Intellectual Property is and shall remain the exclusive property of the party owning it (or, where applicable, the third party from whom it's right to use the Background Intellectual Property has derived).

9.8. The Grantholder hereby grants to the LSE a non-exclusive, irrevocable, royalty-free non assignable, sub-licensable licence to use its Background IP for the purposes of the Research.

9.9. Subject to Clause 9.8, nothing contained in this Agreement or any licence agreement pertaining to the Research shall affect the rights of the Grantholder in any inventions, discoveries or Intellectual Property contained in its Background IP.

9.10. The Grantholder has responsibility for filing, prosecuting, maintaining, defending and enforcing protection for its

Background IP. If the Grantholder wishes to cease such protection it shall notify the LSE no less than three months prior to discontinuing its maintenance, defence or enforcement. The Grantholder agrees that the Authority shall have the right to take over responsibility for such Background IP. Where such Background IP is unencumbered by third party rights, the Grantholder shall licence or assign the Background IP to a nominee of the Authority's choosing free of charge and, in all other cases, such licence or assignment shall be made on fair and reasonable terms.

Miscellaneous

9.11. To the extent that the same does not constitute Arising Know How, Foreground IP and/or Results belonging to the LSE, the Grantholder shall grant the Authority a non-exclusive, irrevocable, royalty-free, worldwide licence together with the right to grant sub-licences to Care Providers and/or Health Service Bodies, to:

9.11.1. use and publish (in accordance with Clauses 7 and 10) any information which is not Confidential Information, Intellectual Property, Arising Know How, Results, Materials and conclusions arising from the Research for academic and non-commercial research purposes and for evaluation, teaching and training purposes relating to the provision of care and treatment of both NHS patients and Care Users; and

9.11.2. use the Grantholder's Background IP and Third Party IP but solely to the extent that it is necessary to use any information, Arising Know How, Foreground IP, Results, Materials and conclusions arising from the Research.

9.12. The Grantholder acknowledges and accepts that:

9.12.1. LSE is required to grant to the Authority a perpetual world-wide, non-exclusive, irrevocable, royalty-free licence to use all the Arising Know How, Results and Material, "use" meaning, without limitation, the reproduction, publication (in any form whether amended or edited) and sub-licence of all or any of the Material and the intellectual property rights therein, including the reproduction and sale of the Material and products incorporating the same for use by any person or for sale or other dealing anywhere in the world.

9.13. The Grantholder shall do, or procure to be done, all such further acts and things and execute or procure the execution of all such documents as are required for the purposes of giving full effect to the provisions of this Agreement.

Exploitation of Intellectual Property

9.14. The Grantholder shall inform LSE of any Results, including any Intellectual Property, whether patentable or not, which are capable of exploitation either by direct adoption into the care service, healthcare service or via commercialization in a timely manner.

9.15. The Grantholder shall as appropriate develop, implement and maintain procedures for the management of Intellectual Property in the Results and in particular, but without limitation, shall use all reasonable endeavours to ensure that:

9.15.1. the Arising Know How and Foreground IP is identified and recorded;

9.15.2. prior to any publication of the Results of the Research, patentable inventions arising from the Results are identified, duly considered for patentability and, where it is commercially reasonable to do so and is an appropriate means of achieving the public benefit, patent applications are filed in respect thereof at patent

offices in territories where products or services arising from the inventions may be made, sold or used in accordance with the terms of this Agreement;

- 9.15.3. it notifies LSE within six (6) months of receipt of disclosure of potential patentable Arising Know How, Foreground IP and in the event that the Grantholder decides not to protect the invention by filing a patent application, the Grantholder agrees to communicate this decision to LSE and the LSE or Authority shall have the right but not the obligation to take assignment of the Intellectual Property associated with the disclosure free of charge and to manage the associated Intellectual Property, save that the Grantholder may reasonably request an extension of up to one (1) year from the date of any such notification under this Clause 9.15 to enable further validation or development of the Foreground IP prior to protection;
 - 9.15.4. in exercising the rights in Clause 9.15.3 the Grantholder takes due consideration of the Authority's attitude to the inappropriate use of patents which it considers detrimental to scientific advances in healthcare. The Authority believes that the basic DNA sequence of humans and other organisms should be placed in the public domain as soon as is practical, without any fees, patents, licences or limitations on use, giving free and equal access to all;
 - 9.15.5. all such patent applications are diligently prosecuted having regard to all relevant circumstances; and
 - 9.15.6. in the event that the Grantholder elects to abandon prosecution of a patent application protecting applications of the Results of the Research, the Grantholder shall inform the LSE at least three (3) months in advance of the patent application lapsing and the LSE or Authority shall have the right but not the obligation to take assignment of the Intellectual Property associated with the application free of charge and to manage its prosecution.
- 9.16. The Grantholder permits the Authority to monitor the operation and effectiveness of the Grantholder's procedures for the management of Intellectual Property in such ways as the LSE (in some cases acting on behalf of the Authority) considers reasonably necessary to ensure that any Foreground IP generated is disseminated and/or exploited for the public benefit. This right shall include but not be limited to the right of the LSE and/or Authority (or its authorised representative) to inspect and audit the Grantholder's records kept pursuant to Clause 6.6, subject to the LSE providing ten (10) Business Days' written notice to the Grantholder. This right of inspection and audit may be performed once in each twelve (12) month period following the Commencement Date.
- 9.17. Consistent with the good management of Intellectual Property the Grantholder shall:
- 9.17.1. where reasonable and practicable, promote the dissemination of the Results to maximize the benefits to the NHS, patients and the public;
 - 9.17.2. where reasonable and practicable, exploit commercially such Results to generate either capital or revenue or both; and
 - 9.17.3. pursuant to Clause 6.6 keep proper records showing the description of the Grantholder Background IP and Background IP used and Foreground IP generated.
- 9.18. The Grantholder should communicate with and keep informed LSE, NIHR SSCR in all matters relating to this Clause 9.
- 9.19. The Grantholder shall do or procure to be done all such further acts and things and execute or procure the execution of all such other documents as the LSE may from time to time require for the purpose of giving the

LSE, NIHR SSCR and the Authority the full benefit of the provisions of this Agreement.

10. CONFIDENTIALITY

- 10.1. The Grantholder shall not, at any time during the Term or at any time thereafter, disclose, reveal or make available to any other person, form or company, or use for any purpose except as provided by this Agreement, any Confidential Information concerning the LSE, NIHR SSCR or the Authority which has been disclosed to or obtained by it pursuant to this Agreement.
- 10.2. Any Confidential Information to which Clause 10.1 applies in relation to the Grantholder may be:
 - 10.2.1. disclosed by the Grantholder as required by law or by a competent regulatory authority; and/or
 - 10.2.2. used by the Grantholder for any purpose, or disclosed by it to any other person, to the extent only that the same is at the date of this Agreement or has after that date through no fault of the Grantholder become public knowledge, or can be shown by the Grantholder, to the reasonable satisfaction of the LSE, or have been known to it prior to that date.
- 10.3. Clause 10.1 shall not apply to any Confidential Information received by the Grantholder from LSE, NIHR SSCR or the Authority:
 - 10.3.1. which is or becomes public knowledge (otherwise than by breach of this Clause 10);
 - 10.3.2. which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the Grantholder;
 - 10.3.3. which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - 10.3.4. which is independently developed without access to the Confidential Information; or
 - 10.3.5. which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations.
- 10.4. The Parties each hereby acknowledge their obligations to comply with the Freedom of Information Act 2000 and to provide information concerning the performance of its obligations under this Agreement which may require the supply of information to third parties.
- 10.5. In the event that either of the Parties is required to provide information to a person as a result of a request made to it under the Freedom of Information Act 2000, the disclosing Party shall adhere to the requirements of the Freedom of Information Act 2000 in disclosing information relating to the Project and/or this Agreement.
- 10.6. The disclosing Party shall ensure that any request for information received by it from any interested Party relating to its obligations under this Agreement is reported promptly to the other Party and the disclosing Party shall consult with and keep the other Party reasonably well informed and up to date regarding any such request for information.

11. DATA PROTECTION

- 11.1. The Grantholder shall ensure that the collection, handling and use of Personal Data shall be treated as confidential at all times. The Grantholder shall at all times be responsible for ensuring that all Personal Data (including, without limitation, Personal Data in any electronic format) is stored securely. The Grantholder shall take appropriate measures to ensure the integrity and security of such Personal Data and guard against unauthorised access thereto or disclosure thereof or its loss or destruction while in their custody. The Grantholder shall safeguard the confidentiality of the Research and any Personal Data provided for any such research. Without limiting the generality of this Clause, the Grantholder agrees and undertakes that:
- 11.1.1. no information which could lead to the identification of an individual shall be included in any publication without the prior agreement in writing of the individual concerned;
 - 11.1.2. no mention shall be made of individual officers of LSE, NIHR SSCR or the Authority, nor shall information be included which might lead to their identification;
 - 11.1.3. they shall ensure that all basic factual Data is anonymised as and when it is received and that the key to personal identities of persons involved in the Research is kept in a separate and secure place;
 - 11.1.4. on termination of this Agreement for whatever reason, where LSE or the Authority are deemed to be the sole Data Controller, the Grantholder shall arrange to keep Personal Data securely for at least ten years after the date of termination of the Agreement or shall destroy it in accordance with the directions of LSE or the Authority.
- 11.2. Both Parties shall comply with their respective obligations under Data Protection Legislation, which includes but is not limited to the Data Protection Act 2018 and the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council), in the performance of this Contract.
- 11.3. The Grantholder undertakes to take all such steps as shall be necessary from time to time to procure compliance with Clauses 10 and 11 by the Grantholder's personnel.
- 11.4. The Grantholder shall defend, fully indemnify and keep indemnified and shall hold harmless the LSE and the Authority, its officers, employees and agents from and against any and all liabilities, losses, costs, charges and expenses incurred (either directly or indirectly) as a result of any claims, demands, actions and proceedings made or brought against the LSE or the Authority by any third party in respect of any loss or distress suffered by the loss or unauthorised disclosure of Personal Data or medical records by the Grantholder, or any of its collaborators, Grantholders, employees, agents or person within its control.
- 11.5. The Grantholder shall at its own expense conduct any litigation arising from any claims, demands, actions or proceedings by any third party in respect of the loss or unauthorized disclosure of Personal Data or medical records by the Grantholder or any of its collaborators, Grantholders, agents or persons within its control and all the negotiations for the settlement of the same and the LSE and the Authority hereby agrees to grant the Grantholder exclusive control of any such litigation or the negotiations for the settlement of the same.
- 11.6. The Grantholder shall ensure that medical information relating to the individuals who are the subjects of the Research shall be used in accordance with:
- 11.6.1. the Medical Research Council's "Personal Information in Medical Research", as amended from time to time;
- and

11.6.2. "The NHS Confidentiality Code of Practice", guidelines on the use and protection of patient information, as amended from time to time.

11.7. LSE reserves the right upon giving reasonable notice and within normal working hours to request the Grantholder to provide reasonable evidence in order to enable it to ascertain compliance with relevant applicable laws and the terms of this Clause 11.

11.8. The Grantholder shall, from time to time, comply with any reasonable request made by the LSE to ensure compliance with the measures of these data protection clauses and any relevant and applicable data protection and/or privacy laws.

11.9. The Grantholder shall not, by any statement, act or omission, cause the LSE or the Authority to be in breach of, or to incur any civil, criminal or other liability under any other law or regulation relating to data protection or privacy.

12. RIGHTS TO DATA

12.1. Subject to the provisions of Clause 11, LSE and the Authority reserves the right to have access to and to use Research Data compiled during the course of the Research and will respect existing guidance on confidentiality of any Research Data which it obtains.

12.2. The Grantholder shall, at the request of the LSE, deposit both qualitative and quantitative Research Data in a relevant data archive subject to any reasonable delay necessary to enable the protection or exploitation of Foreground IP.

12.3. LSE shall not be entitled to inspect, take or be supplied with copies of any specific basic factual (or "raw") data obtained in connection with the Research other than in an anonymised form. The Grantholder shall ensure that all basic factual data is anonymised as and when it is obtained and that the key to personal identities of all persons to whom the data relates is kept in a separate and secure place.

12.4. On termination of the research, for whatever reason, the Grantholder shall seek instructions from the LSE about whether the Personal Data is to be retained or destroyed.

13. RESEARCH PRACTICE AND ETHICS

13.1. The Grantholder will ensure that research in any way connected with this Agreement is conducted in accordance with:

13.1.1. The Health Research Authority guidance "UK Policy Framework for Health and Social Care Research" or any guidance replacing it;

13.1.2. "The Concordat to support Research Integrity";

13.1.3. If relevant, in accordance with the Health Research Authority guidance "Governance Arrangements for Research Ethics ("GAfREC")"; and/or

13.1.4. Such other guidance as may be issued from time to time by the Authority or the Health Research Authority and made available to the Grantholder.

- 13.2. The Grantholder shall comply with all relevant legislation including but not limited to:
- 13.2.1. The Medicines for Human Use (Clinical Trials) Regulations (SI2004/1031) as Amended;
 - 13.2.2. The Human Tissue Act 2004;
 - 13.2.3. The Mental Capacity Act 2005; and
 - 13.2.4. Any revisions thereof.
- 13.3. The Grantholder will submit for review by a National Research Ethics Committee recognised by the Authority any aspect of the Research where applicable and in accordance with Authority's prevailing guidance with a view to obtaining the approval of an appropriate Research Ethics to the Research and any Research Project. The Grantholder shall inform the LSE when such approval has been given (whether unconditionally or subject to conditions) or withheld.

14. PUBLICATION AND BRANDING

- 14.1. The Grantholder acknowledges and accepts that:-
- 14.1.1. LSE reserves the right to decide whether or not to use or publish any Material submitted by the Grantholder; and
 - 14.1.2. in consultation with the Grantholder, LSE may amend, edit or add to any such Material so submitted including (without limitation) in circumstances where (i) the Material does not conform to the agreed requirements and/or specification or (ii) the Material contains typographical and/or other presentational errors or (iii) LSE is advised by its legal advisers that publication and/or use of the Material in the form submitted might give rise to third party claims.
- 14.2. The Grantholder shall ensure they maximise opportunities to publicise the Research and its findings throughout the Term.
- 14.3. The Grantholder must notify NIHR SSC's Finance and Impact Manager prior to any publication (whether in oral, written or other form) of the Research, Arising Know How, Foreground IP or Results or Research Data or of matters arising from such Results or Research Data at the same time as submission for publication or at least 30 days before the date intended for publication whichever is earlier. For the avoidance of doubt this obligation continues after the end of this Agreement.
- 14.4. The Grantholder must notify NIHR SSC's Finance and Impact Manager of the intention to issue a press release 30 calendar days prior to any press release issued by it or on its behalf, related to the Research, Arising Know How, Foreground IP or Results or Research Data or of matters arising from such Results or Research Data. For the avoidance of doubt this obligation continues after the end of this Agreement.
- 14.5. The Grantholder shall ensure compliance with NIHR's Open Access Policy (<https://www.nihr.ac.uk/documents/nihr-open-access-policy/12251>).
- 14.6. The Grantholder shall ensure compliance with guidance and advice from NIHR SSC on branding and publicity which may be issued from time to time including, but not limited to, compliance with the NIHR SSC's Business Plan, Communications Strategy and NIHR Identity Guidelines and permitted use of the NIHR and NIHR SSC brands, names and logos and ensuring all branding references to the School for Social Care Research are prefixed

with the term “NIHR”.

- 14.7. The Grantholder shall ensure all outputs carry the disclaimer: “This report is independent research by the National Institute for Health Research School for Social Care Research. The views expressed in this publication are those of the author(s) and not necessarily those of the NIHR SSCR, the National Institute for Health Research or the Department of Health and Social Care.” OR “This presentation summaries independent research by the National Institute for Health Research School for Social Care Research. The views expressed in this presentation are those of the author(s) and not necessarily those of the NIHR SSCR, the National Institute for Health Research or the Department of Health and Social Care.”
- 14.8. The Grantholder shall ensure that the Research produces at least three presentations reporting on the project and/or its findings, including one at an SSCR annual conference and one to social care agencies (local authorities, service providers, professionals as appropriate for the research), and at least one article in a professional magazine on the Research.

15. LIABILITY

15.1. The Grantholder warrants to the LSE that:

- 15.1.1. it has the requisite capacity and authority and all necessary licences, permits and consents to enter into this Agreement;
- 15.1.2. it has full capacity, power and authority and all necessary licences, permits and consents to assume and fully perform all of its obligations under this Agreement;
- 15.1.3. there are no actions, suits or proceedings pending or, to its knowledge, threatened against or affecting them before any court or administrative body or tribunal that might affect their ability to meet and carry out its obligations under this Agreement;
- 15.1.4. to the best of its knowledge and belief:
 - (a) it is the legal and beneficial owner of all right, title and interest in and to its Background IP and Foreground IP; and
 - (b) it has not granted any third party any right in respect of the Foreground IP (other than in accordance with the provisions of this Agreement), and has not charged or encumbered and will not charge or encumber any of the same.
- 15.1.5. it will discharge its obligations under this Agreement with all due skill, care and diligence including good industry practice and (without limiting the generality of the foregoing) in accordance with its own established internal procedures.

15.2. The Grantholder shall indemnify the LSE and the Authority for any liabilities, losses, costs, charges, claims, expenses and proceedings whatsoever arising under or in connection with the Research or any non-compliance thereof, under any statute or at common law in respect of:

- 15.2.1. any damage to property, real or personal, including any infringement of third party Intellectual Property rights, patents, copyright and registered designs; and
- 15.2.2. any injury to persons including injury resulting in death arising out of, or in the course of, or in connection

with this Agreement; and

15.2.3. any claims, demands, actions and proceedings made or brought against the Authority by any third party in respect of any loss or distress suffered by the loss or unauthorised disclosure of Personal Data or medical records by the relevant Party or any of its collaborators, employees, agents or person within its control, except in so far as such damage or injury shall be demonstrated by the Grantholder to be due to any act or neglect of the LSE or the Authority, or their officers, servants or agents.

15.3. For the avoidance of doubt, the indemnity provided to the LSE under this clause 15.2 shall be to the sole extent and amount that the Authority requires LSE to indemnify the Authority for the same.

15.4. The Grantholder shall promptly notify the LSE if any claim or demand is made or action brought against it for infringement or alleged infringement of Intellectual Property rights which might affect the NIHR SSCRC and shall discuss with the LSE the steps it proposes to take to keep the LSE informed of the progress in respect of any such claim, demand or action.

15.5. Nothing in this Agreement excludes or limits the liability of the Grantholder:

15.5.1. for death or personal injury caused by the Grantholder's negligence; or

15.5.2. for any matter which it would be illegal for the Grantholder to exclude or attempt to exclude its liability; or

15.5.3. for fraud or fraudulent misrepresentation.

15.6. Subject to Clause 15.5, the maximum liability of the Grantholder under or in connection with this Agreement or its subject matter shall not exceed the monies received by the Grantholder under this Agreement.

16. INSURANCE

16.1. Without prejudice to Clause 15.5, the Grantholder shall throughout the duration of this Agreement effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Grantholder arising out of the Grantholder's performance of this Agreement.

16.2. The terms or the amount of cover of any insurance shall not relieve the Grantholder of any liabilities under this Agreement. It shall be the responsibility of the Grantholder to determine the amount of insurance that will be adequate to enable the Grantholder to satisfy any liability referred to in Clause 15.2.

16.3. The Grantholder shall provide LSE with confirmation of public and employer liability insurance upon signature of this Agreement.

17. IMPROPER CONDUCT

17.1. The Grantholder warrants and represents to LSE that neither they nor any of the Key Staff:

17.1.1. has to the best of its knowledge given, offered or agreed to give or accepted, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of any contract or for showing or forbearing to show favour or

disfavour to any person or entity in relation to any contract; or

17.1.2. has knowingly entered into any contract in connection with which commission has been paid or agreed to be paid by or to the Grantholder or any of the Grantholder's Personnel or on their behalf or to their knowledge unless, before such contract was made, particulars of any such commission and of the terms of any agreement for the payment of such commission were disclosed in writing to LSE, whose written consent was subsequently given to such payment.

17.2. Neither the Grantholder nor any of the Grantholder's Personnel shall accept for or on their own benefit any trade commission, discount or similar payment or benefit in connection with the Agreement.

17.3. The Grantholder undertakes that neither the Grantholder nor any of the Grantholder's Personnel shall attempt or commit any fraud, deception, financial or procedural wrongdoing in relation to the performance by the Grantholder of its obligations under this Agreement and shall immediately notify LSE of any circumstances giving rise to a suspicion that such wrongful activity may occur or has occurred.

18. FORCE MAJEURE

18.1. Where the performance by the Grantholder of its obligations under this Agreement (except a payment obligation) is delayed, hindered or prevented by an event or events beyond the reasonable control of the Grantholder and against which it could not reasonably have been expected to take precautions, the Grantholder shall promptly notify LSE in writing, specifying the nature of the force majeure event and stating the anticipated delay in the performance of the Research.

18.2. If the specified force majeure event continues and as a result performance of the Research is or will be delayed by more than 60 days from the date of receipt of notice given in accordance with Clause 18.1, LSE may at its sole discretion, either suspend the Agreement for up to a period of 6 months or terminate the Agreement forthwith.

19. FACILITIES AND EXPENSES

19.1. Unless otherwise agreed in accordance with Clause 19.2, the Grantholder shall be responsible for the provision (at its own cost) of suitable office accommodation and such clerical and secretarial assistance and computer hardware and software facilities as may be necessary for the proper provision of the Research. For the avoidance of any doubt, this Clause is without prejudice to and does not affect in any way the rights and benefits enjoyed by LSE employees by virtue of their employment with LSE.

19.2. LSE will not reimburse the Grantholder for any expenses incurred in connection with the performance of the Research unless:

19.2.1. LSE has otherwise agreed in writing that it will reimburse expenses of the particular type claimed;

19.2.2. the expenses have been wholly and exclusively incurred by the Grantholder in the performance of the Research;

19.2.3. the expenses are supported by receipts; and

19.2.4. the expenses have been approved by LSE prior to their having been incurred.

19.3. For the avoidance of doubt, unless otherwise agreed in writing, any travelling expenses incurred by the

Grantholder in travelling to or from the location where the Research is to be performed or otherwise in connection with the performance of the Research will not be reimbursed by LSE.

20. COMPLETION, EXPIRY AND TERMINATION

- 20.1. The work to be performed shall be deemed to be completed on the date of completion of this Agreement.
- 20.2. Without prejudice to any other rights available to LSE or any other person (including, without limitation, the Authority) LSE may terminate the Agreement forthwith by giving the Grantholder notice in writing if:
- 20.2.1. the Grantholder is in breach of the Agreement and (if capable of remedy) such breach has not been remedied by the Grantholder within 30 days of receipt of written notice from LSE requiring it to do so; or
 - 20.2.2. the Grantholder commits any serious or persistent breach of any of the provisions in this Agreement or wilfully or persistently neglects to perform its obligations under the Agreement; or
 - 20.2.3. the Grantholder is guilty of any fraud, dishonesty or serious misconduct or is convicted of a criminal offence which, in the opinion of LSE, may tend to bring the Grantholder or LSE or NIHR SSCR or the Authority into disrepute; or
 - 20.2.4. the Grantholder becomes bankrupt or makes an arrangement or composition with its creditors; or
 - 20.2.5. an order is made or a resolution is passed for the winding up of the Grantholder, or an order is made for the appointment of an administrator to manage the affairs, business and property of the Grantholder, or such an administrator is appointed or documents are filed with the court for the appointment of an administrator or notice of intention to appoint an administrator is given by the Grantholder or its directors or by a qualifying floating charge holder, or a receiver or manager or administrative receiver is appointed in respect of all or any of the Grantholder's assets or undertaking or circumstances arise which entitle the Court or a creditor to appoint a receiver or manager or administrative receiver or which entitle the Court to make a winding-up or bankruptcy order, or the Grantholder takes or suffers any similar or analogous action in consequence of debt; or
 - 20.2.6. there is a change of Control of the Grantholder; or
 - 20.2.7. the Grantholder or any member of the Grantholder's Personnel has committed an offence under the Prevention of Corruption Acts 1889 to 1916 or the Anti-Terrorism Crime and Security Act 2001 or is in breach of Clause 17.
- 20.3. For the purposes of Clause 20.2.2 (but without limitation), any breach by the Grantholder of any of the following Clauses shall be deemed to be a serious breach of the Agreement: 2.1, 4.7, 4.8, 4.14, 7.1, 8.1.2, 9, 10, 13.3, 14.3, 14.4, 17 or 25.1.
- 20.4. Without prejudice to any other rights available to the Grantholder, the Grantholder may terminate the Agreement at any time by so notifying LSE in writing if LSE has committed a material breach of its obligations under this Agreement and (in the case of such a breach which is capable of remedy) has failed to remedy the same within 21 days after receipt of written notice from the Grantholder specifying the nature of the breach and requiring it to be remedied. For the purposes of this Clause, a breach shall be considered capable of remedy if LSE can comply with the obligation in question in all respects other than as to the time of performance.
- 20.5. Where a Key Personnel member is no longer available to carry out their role, LSE will discuss this with the

Authority in order to identify a replacement (in the first instance) or move to withdrawal procedures should a suitable replacement not be agreed.

20.6. In case of termination by the LSE, the LSE will pay the Grantholder for funds due to it for work undertaken on and expenditure committed to under the Research up to the effective date of termination, subject to prior receipt of payment by the Authority.

20.7. Upon termination of the Agreement howsoever caused the Grantholder will:

20.7.1. immediately deliver up to LSE (or to LSE's authorised representative) any documents containing Confidential Information belonging to LSE, the Authority, other Parties engaged by LSE and all copies thereof together with any other items which may have come into the Grantholder's possession by virtue of the Agreement and which do not belong to the Grantholder; and

20.7.2. take any steps necessary to terminate the provision of the Research in a timely and orderly manner and to transfer to LSE the full benefit of all activities carried out prior to termination of the Agreement.

21. APPLICABLE LAW

21.1. This Agreement and any non-contractual obligations arising in connection with this Agreement and the relationship between the parties shall be governed by and construed in all respects in accordance with the laws of England.

21.2. The English Courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement, except that either party may bring proceedings for an injunction in any jurisdiction.

21.3. If any provision of the Agreement is held to be invalid or unenforceable by any court of competent jurisdiction then such invalidity or unenforceability will not affect the enforceability of the remaining provisions of the Agreement.

22. AMENDMENTS

22.1. This Agreement may be amended only with the prior written approval of NIHR SSCRC and by written agreement between the authorised representatives of the parties.

23. CONTINUING OBLIGATIONS

23.1. The provisions of Clauses 5.11 (Financial reporting), 5.12. (Overpayments), 6 (Reporting), 8 (Publicity), 9 (Intellectual Property Rights), 10 (Confidentiality), 11 (Data Protection), 12 (Rights to Data), 14 (Publication), 15 (Liability) and 20.7 (Termination), 21.1 (Governing Law), 24 (Notices), 25.7 (Enforceable Rights) shall survive expiry or termination of this Agreement howsoever caused.

24. NOTICES AND SERVICE

24.1. Any notice to be given under this Agreement must be in writing, may be delivered to the other Party by any of

the methods set out in the left hand column below and will be deemed to be received on the corresponding day set out in the right hand column.

Method of service	Deemed day of receipt
By hand or courier	The day of delivery
By pre-paid first class post	The second Business Day after posting
By recorded delivery post	The next Business Day after posting
By email or other electronic communication	The next Business Day after sending or, if sent before 16.00 (sender's local time) on the Business Day it was sent

24.2. The Parties' respective representatives for the receipt of notices are, until changed by notice given in accordance with this clause as follows:

For LSE:

Address:

Email address:

For <<GRANTHOLDER ORGANISATION>>:

Address:

Email address:

25. MISCELLANEOUS

25.1. This Agreement may be executed in more than one counterpart and shall come into force once each Party has executed such a counterpart in identical form and exchanged the same with the other Parties. A signed copy of this Agreement delivered by e-mailed portable document format file or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

25.2. Except with LSE's prior written consent:

25.2.1. The Agreement may not be assigned or transferred by the Grantholder;

25.2.2. none of the Grantholder's duties or obligations under this Agreement may be delegated or sub-contracted by the Grantholder.

25.3. If, having obtained LSE's consent, the Grantholder sub-contracts any of its obligations, the sub-contract shall:

25.3.1. provide that payments due to the subcontractor shall be made not more than 30 days after provision to the Grantholder of a valid invoice;

25.3.2. incorporate, to the extent that they are relevant, and where reasonable to do so, the Conditions of this Agreement into any subcontract; and

25.3.3. include rights for the subcontractor and obligations on the subcontractor to ensure that LSE's rights under this Agreement can be enforced against the subcontractor.

25.4. No rights or remedy conferred on or reserved to LSE under this Agreement is exclusive of any other right or remedy under the Agreement or by law or equity provided or permitted but each will be cumulative of every

right or remedy given under the Agreement.

- 25.5. Nothing in this Agreement shall constitute or be deemed to constitute a partnership between LSE and the Grantholder or be deemed to constitute one party as agent for the other for any purpose whatsoever.
- 25.6. Where the Grantholder is more than one person firm or company, then:-
- 25.6.1. the obligations of such persons, firms and/or companies under this Agreement shall be joint and several;
and
 - 25.6.2. payments of the Fee made to one of such persons, firms and/or companies shall be deemed to satisfy LSE's liability in respect thereof to all such persons firms and/or companies.
- 25.7. This Agreement does not create any right enforceable by any person who is not a party, except that:
- 25.7.1. Clauses 4.8, 5.11 to 5.14 (inclusive), 6.6, 6.7, 7, 8.1.2, 9, 10, 11, 12, 15.2, 17 may be directly enforced by the Authority subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999;
 - 25.7.2. Clause 10 (Confidentiality) may be directly enforced by the Grantholder/subcontractor, customer and/or client of LSE to whom such Confidential Information relates or belongs subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999; and
 - 25.7.3. a person who is the permitted successor to or assignee of the rights of a party is deemed to be a party to the Agreement and the rights of such successor or assignee shall, subject to and on any succession or assignment permitted by the Agreement, be regulated by the terms of the Agreement.
- 25.8. Notwithstanding that any term of the Agreement may be or become enforceable by a person who is not a party to it, the terms of the Agreement or any of them may be varied, amended or modified or the Agreement may be suspended, cancelled or terminated by agreement in writing between the parties, or the Agreement may be rescinded (in each case) without the consent of any such third party.

Read and understood by <<Principal Investigator>>

Name:

Position:

Signature

Date:

Signed for and on behalf of <<GRANTHOLDER ORGANISATION>> Signed for and on behalf of LSE

Name:

Name:

Position:

Position:

Signature

Signature

Date:

Date:

SCHEDULE 1

Project Proposal

SCHEDULE 2

Key Milestones

Milestone	Date
Ethics approval	
Submission of biannual financial report (to 31 March 2020)	
Submission of detailed Knowledge Exchange, Impact and Engagement Plan	End of M6
Submission of biannual financial report (to 30 September 2020)	
Annual meeting with NIHR SSCR Impact Manager on progress against KEIE plan	M12
Submission of biannual financial report (to 31 March 2021)	
Reporting on progress against KEIE plan	End of M18
Submission of biannual financial report (to 30 September 2021)	
Reporting on progress against KEIE plan	End of M24
Reporting on progress against KEIE plan	
Submission of End-of-project report	
Annual KEIE update report	31 March 20XX
Annual KEIE update report	31 March 20XX
Annual KEIE update report	31 March 20XX
Annual KEIE update report	31 March 20XX
Annual KEIE update report	31 March 20XX

SCHEDULE 3

Budget

Budget heading	£
Investigators	
Research staff	
Other staff	
Travel and subsistence	
Equipment	
User/carer involvement	
Practitioner involvement	
Knowledge exchange activities	
Consumables	
Other costs	
Overheads (if applicable; up to 25% of total staff costs)	
TOTAL	

Detailed budget breakdown