

Terms and Conditions of Grant Acceptance

1. Definitions

In this Deed the following terms shall have the following means:

Annual Statement	A statement detailing any grant payments (including the Grant) made by EOTF to the Host Institution for the financial year(s) specified on the statement.
Arising IPR	any and all Intellectual Property Rights and Results created or arising directly from the Research Project.
Background IPR	any and all Intellectual Property Rights, other than the Arising IP, owned, vested, created or enjoyed by a party (including without limitation such rights subsisting in the Research), whenever and however created.
Deed	These Terms and Conditions of Grant Acceptance and any Schedules.
Data Protection Laws	As applicable: (i) the UK Data Protection Act 2018; (ii) the General Data Protection Regulation 2016/679 as written into UK law; (ii) the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (iv) all other applicable laws and regulations relating to the processing of personal data and privacy, including statutory instruments and, where applicable, the guidance and codes of practice issued by the Information Commissioner or any other governmental or regulatory authority with jurisdiction in the UK, all as amended, extended, re-enacted or replaced from time to time.
Due Date	The date on which a Report is to be submitted to EOTF in accordance with paragraph 6.1.1.
EOTF	Eyes on the Future, whose registered office is First Floor, 10 Queen Street Place, London EC4R 1BE and which is registered as a company limited by guarantee in England and Wales under registration number 13956181 and a registered charity with the Charity Commission of England and Wales under registration number 1198330.
EOTF's Charitable Objects	For the public benefit to preserve and promote health and advance education including without limitation in relation to Persons affected by rare diseases, eye diseases and inherited retinal dystrophies, particularly those affected by RDH12 Inherited Retinal Dystrophies.
Grant Holder	[full legal name and details e.g., if individual, their residential address or if entity, their corporate details], being the principal

applicant as stated on the Grant Application or otherwise agreed by the Host Institution and EOTF who accepts responsibility for managing the Grant, the disbursement of the Grant, and the reporting of results in accordance with this Deed.

Grant	The sum of £[insert amount] to be paid to the Host Institution in accordance with this Deed.
Grant Application	The application submitted by the [Grant Holder and/or the Host Institution] which requested the Grant in connection with the Research Project and accepted by EOTF.
Grant Period	The period for which the Grant is awarded starting on the Start Date and ending on [insert date by which the Grant must be spent].
Host Institution	[full legal and corporate details of the host institution to be inserted].
Intellectual Property Right(s)	Any and all patents, utility models, registered designs, unregistered designs, copyright, database rights, rights in respect of Know How, rights in respect of confidential information, rights under unfair competition laws, property rights in materials, extensions of the term of any such rights and applications for and right to apply for any of the foregoing registered property and rights, and any similar or analogous rights in any part of the world.
Know How	Any unpatented technical and other information (including but not limited to unpublished patent applications, inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, data, techniques and specifications, quality control data, analyses, reports and submissions) that is not in the public domain.
Materials	Organic or inorganic elements or compounds; nucleotide or nucleotide sequences (including DNA and RNA sequences); genes, vectors or constructs (including plasmids, phages or viruses); host organisms (including bacteria, fungi, algae, protozoa and hybridomas); eukaryotic or prokaryotic cell lines or expression systems or any development strains or products of cell lines or expression systems; proteins (including peptides or amino acid sequences, enzymes, antibodies or proteins conferring targeting properties and fragments of any protein, peptide enzyme or antibody); drugs or pro-drugs; assays or reagents and any other genetic or biologic materials or micro-organisms.

NC3Rs	The National Centre for the Replacement, Refinement & Reduction of Animals in Research.
Parties	EOTF, Host Institution and Grant Holder, being the parties to this Deed.
Plans	As defined in paragraph 8.8.
Report	The scientific and financial report agreed by EOTF and the Grant Holder, the form of which has been attached to this Deed in Schedule 2.
Researchers	Researchers who are named as such in the Grant Application and/or employed or otherwise engaged in some form by the Host Institution to work on the Research Project.
Research Project	The research project as described in the Grant Application in Schedule 1.
Results	(i) All Materials and Technical Information generated, or otherwise collected or collated, arising, identified or first reduced to practice, in the course of the Research Project and which is partly or wholly funded by the Grant; and (ii) Any Intellectual Property Rights in relation to the foregoing.
Technical Information	All technical, scientific and other Know-How, information, trade-secrets, knowledge, discoveries, inventions, data, technology, means, methods, processes, practices, formulae, instructions, skills, techniques, procedures, experiences, ideas, technical assistance, chemical structures, antibody sequences, data, designs, drawings, assembly procedures, questionnaires, databases, software, algorithms, computer programs, models, apparatuses, specifications, results, research plans, data analyses and reports and other material (whether or not confidential, proprietary, patented or patentable) in written, electronic or any other form now known or hereafter developed.
Revenue Sharing Policy	As set out in Schedule 1 and amended from time to time.
Serious Incident	An incident which satisfies the criteria set out set out in the guidance of the Charity Commission for England and Wales on 'what to report' (https://www.gov.uk/guidance/how-to-report-a-serious-incident-in-your-charity#what-to-report), as amended from time to time.
Start Date	The date on which the first Researcher is appointed or, where no staff are involved, the date when the Host Institution or the Grant Holder makes the first purchase for the Research Project.

2. Purpose and Use of Grant

- 2.1 The Host Institution and Grant Holder shall use the Grant only for the delivery of the Research Project and in accordance with this Deed. The Grant shall not be used for any other purpose without the prior written permission of EOTF.
- 2.2 The Research Project may not be varied in any way without prior written permission of EOTF. Variations may include but are not limited to movements of expenditure between categories not involving an increase in total cost or interruptions or delays to the Research Project caused by annual leave, sick leave, maternity, paternity or parental leave. For the avoidance of doubt and in accordance with paragraph 2.4, the Grant shall not be used to fund any such leave and in this situation the Grant Holder shall either: recruit a suitably qualified cover or request a no-cost extension to the Grant. No-cost variations or extensions to grants will be considered on a case-by-case basis.
- 2.3 The Host Institution or Grant Holder shall not spend any of the Grant on the delivery of the Research Project after the end of the Grant Period. Any Grant monies not paid out by EOTF to the Host Institution shall be cancelled and retained by EOTF.
- 2.4 EOTF does not fund and the Host Institution, Grant Holder and any third party shall not spend any of the Grant monies to purchase or otherwise acquire a number of costs/items including but not limited to:
- (a) Capital purchases (e.g. permanent laboratory equipment or materials) subject to any approval being granted made by EOTF.
 - (b) Expenses not related to the Research Project.
 - (c) Utility costs and general overhead costs.
 - (d) Annual, maternity, paternity, parental or sick leave payments.
 - (e) Publishing costs.
 - (f) Parking or travel allowances at general place of work.
 - (g) Administrative support.
 - (h) Costs associated to students working on the Research Project.
 - (i) Any payment to members of its governing body.

3. Payment of Grant

- 3.1 Subject to the terms of this Deed, EOTF will pay the Grant to the Host Institution by reimbursing costs claimed in accordance with paragraph 4.
- 3.2 The Host Institution and the Grant Holder agree and acknowledge that Grant payments will only be made on receipt of timely invoices.

- 3.3 EOTF will withdraw the Grant and make no payments to the Host Institution if the Start Date has not been achieved within [] months of the date of this Deed.
- 3.4 While EOTF intends to fund the Research Project to its completion, any payment of the Grant [beyond year [1]] will be subject to EOTF having adequate funds available.
- 3.5 The Host Institution shall promptly repay to EOTF any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Host Institution.
- 3.6 If it is held by HM Revenue & Customs that the Grant should be subject to VAT, the Host Institution accepts that the Grant has been paid inclusive of VAT and that it shall be accountable to HM Revenue & Customs for any relevant VAT amount.
4. **Reimbursements**
- 4.1 The Host Institution's Finance Department shall submit requests for reimbursement of costs to EOTF quarterly in arrears. All claims shall be accompanied by a full breakdown of expenditure quoting the EOTF grant number and Research Project title.
- 4.2 The Host Institution shall submit the final expenditure request within 3 months of the end of the Grant Period.
- 4.3 All requests for reimbursement of expenditure must be in line with the budget as set out in Schedule 1 and shall not, in total, exceed the Grant.
- 4.4 Requests by the Host Institution for funding over and above the Grant will be considered by EOTF only in exceptional cases and shall be accompanied by a detailed explanation of the circumstances necessitating further funding. EOTF may at its sole discretion require the Host Institution to present an audited statement of the expenditure of the Grant in connection with the request of additional funding.
- 4.5 EOTF is entitled to require from the Host Institution supplementary information in support of an interim or final expenditure request. Once an expenditure request has been received by EOTF and the expenditure incurred has been reconciled against payments made by EOTF, such statement will be considered as final.
- 4.6 The Host Institution shall complete and return any Annual Statement to EOTF upon request and within the specified deadline.
5. **Accounts and Records**
- 5.1 The Host Institution shall retain all accounting information relating to the Grant (including but not limited to invoices, receipts and accounts) for at least the financial year in which the Grant was made and subsequent six years from the submission date of the final expenditure statement.
- 5.2 The Host Institution agrees and acknowledges that EOTF shall be entitled to inspect any financial or other records and procedures associated with the Grant as are reasonably required to verify the regularity and propriety of Grant expenditure, or to appoint any other

body or individual for the purpose of such inspection. This includes expenditure by third parties.

5.3 At EOTF's request, the Host Institution shall provide details of expenditure of any part of the Grant by any third party.

5.4 At EOTF's request, the Host Institution shall provide a statement of account for the Grant, independently examined by an auditor who is a member of a recognised professional body, certifying that the expenditure has been incurred in accordance with this Deed.

6. **Monitoring and Reporting**

6.1 The Grant Holder shall:

6.1.1 Submit a Report to EOTF within [] month(s) of each [annual]/[semi-annual] anniversary of the Start Date. Where the Grant Period is 12 months or less, the Grant Holder shall submit the Report to EOTF within [] month(s) of the end of the Grant Period (the "Due Date"). For the avoidance of doubt and in accordance with the Revenue Sharing Policy, the Report shall include information on any commercialisation and revenue sharing of Arising IPR, or, if no such activity has been undertaken, a statement to this effect.

6.1.2 Submit annual reports using [Researchfish] for a period of five years starting from the last day of the Grant Period which details any commercialisation and revenue sharing of the Arising IPR, or, if no such activity has been undertaken, a statement to this effect.

6.1.3 Provide EOTF with such further information, explanations and documents as EOTF may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Deed.

6.2 The Grant Holder agrees and acknowledges that:

6.2.1 Failure to submit a Report to a satisfactory standard to EOTF within three months of the Due Date may result in EOTF terminating of the Grant without further notice.

6.2.2 The final Grant payment will not be made until the relevant Report as referred to in paragraph 6.1.1 has been finalised to a satisfactory standard in the opinion of EOTF and submitted to EOTF.

6.3 The Grant Holder pledges to make all reasonable efforts:

6.3.1 If so invited or requested by EOTF, to facilitate EOTF's visits of the Research Project team, participate in evaluation studies or otherwise attend events or activities organised by EOTF concerning the Research Project, including requests or events after the end of the Grant Period.

6.3.2 Assist in the identification and recruitment of suitable patients who participated in the Research Project to contribute to case studies highlighting the public benefit of the Research Project.

7. Acknowledgement and Publicity

- 7.1 The Grant Holder shall ensure that the support of EOTF is acknowledged in all publications of the Research Project.
- 7.2 As part of the open access rights (see paragraph 13 (*Data Sharing and Open Access*)), the Grant Holder shall ensure that all published research papers are forwarded to EOTF. EOTF may reproduce and use such publications in whole or in part in any way it considers fit (subject to copyright).

8. Warranties and Undertakings

- 8.1 The Host Institution warrants, undertakes and agrees to:
 - 8.1.1 Attract and appoint staff necessary for the completion of the Research Project and oversee their progress in line with the Host Institution's relevant policies, procedures and practices.
 - 8.1.2 Confirm that it has not received funding for the Research Project from any other source than EOTF during the Grant Period.
 - 8.1.3 Provide Researchers with the necessary laboratory accommodation, and technical and clerical support to undertake the Research Project.
 - 8.1.4 Ensure adequate supervision of Researchers.
 - 8.1.5 Ensure that the Grant is used solely to undertake the Research Project and in accordance with the budget as set out in Schedule 1.
 - 8.1.6 Ensure that all legal, ethical, contractual, and health and safety requirements relating to the Research Project are met.
- 8.2 Inform EOTF immediately if any terms and conditions of this Deed cannot be met or if the Grant Holder, or any other Researcher, ceases to be employed or otherwise engaged by the Host Institution.
- 8.3 Undertake appropriate due diligence on third parties before any collaboration between the Host Institution and such third party begins, including where third parties become involved in any way in the Research Project after the Start Date or, where any material change occurs in the nature of the collaboration or external factors which might alter the level of risk to the Research Project and its potential usages. Where due diligence checks identify a potential risk, the Host Institution shall report such risks to EOTF and ensure that appropriate mitigating measures are put in place to manage any risks before any activity connected to the Research Project and/or collaboration affected or caused by such risks begins or is continued.
- 8.4 Have adequate business continuity plans in place to ensure minimum operational interruptions to the Research Project irrespective of whether any disruption to the Research Project is outside of the Host Institution's control, including but not limited to disruptions caused by any epidemic, pandemic or similar outbreaks.
- 8.5 Notify EOTF of any changes to the Host Institution's constitution, legal form, membership structure (if applicable) or ownership, including those that might affect the Host Institution

eligibility to hold the Grant, or to deliver the Research Project or any other changes which affect the Host Institution's ability to comply with this Deed.

- 8.6 Report to EOTF any investigations and their outcomes into research misconduct or Serious Incidents associated with the Research Project in advance of any enquiry whether informal or formal, and upon request provide information on the Host Institution's management of research integrity and ethics. In addition, the Host Institution shall provide details of any retractions or withdrawal of submissions/publications and, any allegations, proven or not, of cases of fraud or attempted fraud and any other complaint or investigation into dishonesty, fraudulent activities or business misconduct, by any regulatory body or the police into the Host Institution's activities or those of its staff as soon as this becomes aware of it.
- 8.7 That it has sufficient resources and facilities in place to support the activities of the Research Project and that the work in connection with the Research Project will be completed to EOTF's satisfaction within the agreed timeframes.
- 8.8 Upon resignation of the Grant Holder from the Host Institution: (i) promptly inform EOTF, (ii) nominate a new Grant Holder that can finalise the conclusion of the Research Project at no additional cost for EOTF, (iii) design succession, completion and hand over plans (the "Plans") for the Research Project which are to be promptly implemented in order to ensure continuity of the Research Project with no disruption and (iv) present the Plans to EOTF. EOTF reserves the right to review the Plans and assess the adequacy of the Plans and the prospective Grant Holder. EOTF reserves also the right to withdraw and/or terminate the Grant should in its reasonable opinion the Plans and the prospective Grant Holder be deemed inadequate to undertake and complete the Research Project.
9. The Grant Holder warrants, undertakes and agrees to:
- 9.1 Ensure that the scientific work is carried out in accordance with the programme of work as set out in the Grant Application.
- 9.2 Inform EOTF immediately if any of the terms and conditions of this Deed cannot be met.
10. **Termination**
- 10.1 EOTF may terminate this Deed and any Grant payments upon giving the Host Institution and Grant Holder [three months] written notice should it be required to do so by financial restraints or for any other reason.
- 10.2 In the event of any termination under any term of this Deed, the Host Institution shall on request provide EOTF or such third party as EOTF may reasonably direct with such further information, explanations and documents as EOTF may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Deed.
11. **Withholding, Suspending and Termination of Grant**
- 11.1 EOTF may withhold, suspend, terminate payment of the Grant, if:
- (a) EOTF exercises its right to terminate in accordance with paragraph 8.8 upon the resignation of the Grant Holder.

- (b) Any part of the Grant remains unspent after the Grant Period in accordance with paragraph 2.3.
- (c) Any part of the Grant is not used for the Research Project or the Host Institution and/or Grant Holder fails to comply with any of the terms and/or conditions of this Deed.
- (d) The Host Institution and/or Grant Holder uses any part of the Grant for purposes other than those for which the funds have been awarded. This includes but is not limited to where the Start Date has not been achieved in accordance with paragraph 3.1.
- (e) EOTF considers that the Host Institution and/or Grant Holder has not made satisfactory progress with the delivery of the Research Project.
- (f) The Host Institution and/or Grant Holder is delivering the Research Project in a negligent manner.
- (g) The Host Institution and/or Grant Holder obtains duplicate funding from a third party for the Research Project.
- (h) The Host Institution and/or Grant Holder obtains any funding from a third party which, in the reasonable opinion of EOTF undertakes activities that are likely to pose a risk for the reputation of the Research Project or EOTF.
- (i) The Host Institution and/or Grant Holder provides EOTF with any materially misleading or inaccurate information.
- (j) Any member of the governing body, employee or volunteer of the Host Institution has (i) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Research Project or (ii) taken any actions which, in the reasonable opinion of EOTF, bring or are likely to bring EOTF name or reputation into disrepute.
- (k) The Host Institution ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) to be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation).
- (l) The Host Institution becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due.
- (m) The Host Institution and/or Grant Holder fails to comply with any of terms and conditions of this Deed and fails to rectify any such failure within 30 days of receiving written notice detailing the failure.

12. **Intellectual Property Rights**

12.1 The Parties agree that all:

- (a) Background IPR shall remain the property of that party.

- (b) Arising IPR shall be owned by the Host Institution.
- 12.2 The Host Institution shall:
- (a) Keep EOTF fully and duly informed, including, consulting prior to any disclosure of patentable or other significant discoveries.
 - (b) Make arrangements for the protection and exploitation of any Arising IPR for the advancement of EOTF's Charitable Objects.
 - (c) Where exploitation involves licensing Arising IPR to a third party,
 - (i) procure that the third party shall use and develop such Arising IPR for the advancement of EOTF's Charitable Objects; and
 - (ii) not grant any licence which prevents the development of Arising IPR in the rare diseases, eye diseases and inherited retinal dystrophies, particularly those affected by RDH12 Inherited Retinal Dystrophies.
 - (d) Where exploitation involves patenting any Arising IPR, the Host Institution shall provide EOTF with the draft patent filing and EOTF shall have 30 days from receipt to comment and share any feedback on the draft filing with the Host Institution.
 - (e) Obtain the prior written consent of EOTF before licensing, assigning, disposing of or otherwise commercially exploiting any Arising IPR to any third party and before developing any plans to file any patent application. In consideration for EOTF's prior written consent, which shall not be unreasonably withheld and granted within a reasonable period, the Host Institution agrees:
 - (i) to share any revenue and equity with EOTF in accordance with EOTF's Revenue Sharing Policy; and
 - (ii) to provide EOTF with the information listed below:
 - (A) description of the Arising IPR to be commercially exploited,
 - (B) a commercialisation plan,
 - (C) the identity of any proposed licensee or assignee of the Arising IP,
 - (D) the intended terms under which such rights will be granted, and
 - (E) a proposal for revenue sharing, consistent with EOTF's Revenue Sharing Policy for exploitation of jointly funded results;
 - (iii) that EOTF has the right to be indirectly involved in the negotiations of the terms of such commercialisation. While the commercial terms are at the discretion of the Host Institution, EOTF should review and approve such terms in order to preserve the effectiveness and the compatibility of such terms with EOTF's Charitable Objects, and

- (iv) that EOTF has the power at its discretion to designate to a medical research charity of its choice (see paragraph 13) which shall retain the right to a share of the revenue from such commercial exploitation that fairly reflects the financial investment made by EOTF pursuant to this Deed (and in respect of revenue received by such third party institution, any such funds shall be used by it for EOTF's Charitable Objects in consultation with EOTF).
 - (f) Notwithstanding paragraph 12.2(e), the Host Institution may assign any Arising IPR to its technology transfer offices provided that:
 - (i) such office is wholly owned by the Host Institution; and
 - (ii) the Host Institution procures that such office enters into a form of novation agreement which makes the office subject to the obligations set out in this Deed, in addition to the Host Institution, on terms satisfactory to EOTF.
 - (g) At EOTF's written request, provide to EOTF and any other medical research charity in writing a non-exclusive, sub-licensable, worldwide, perpetual, irrevocable, royalty-free licence to use all Arising IPR for its charitable purposes and any related promotional activities, subject to the any reasonable confidentiality requirements that the Host Institution may require prior to the filing of patents or during the preparation and submission of manuscripts reporting the Arising IPR for publication.
- 12.3 In the event that in furtherance of the Host Institution's obligations set out in this paragraph 12:
- 12.3.1 the Host Institution has not protected, managed or exploited certain Arising IPR to the reasonable satisfaction of EOTF; or
 - 12.3.2 the Host Institution elects not to commercially exploit certain Arising IPR; or
 - 12.3.3 two years after the completion of the Research Project, the Host Institution has not granted a licence to commercially exploit certain Arising IPR to a commercialisation partner approved by EOTF,
- then, in consideration of a share of revenue which EOTF would reasonably consider in accordance with the Revenue Sharing Policy or any relevant policy in place at the time (if applicable) (and which will not include any up-front payment by EOTF to the Host Institution), and unless prevented by pre-existing third party obligations, the Host Institution shall:
- 12.3.4 grant to EOTF an exclusive or non-exclusive (at EOTF's discretion) sublicensable licence to do all acts to commercially develop and exploit such Arising IPR; and
 - 12.3.5 grant to EOTF a non-exclusive sublicensable licence to any Background IPR of the Host Institution necessary to do all acts to commercially develop and exploit such Arising IPR; or
- 12.4 Further to its rights under paragraph 12.3, EOTF shall have the right to identify potential licensees to Host Institution for the commercial exploitation of said Arising IPR and the Host Institution shall make good faith efforts to grant such rights to such medical research charity for that purpose.

- 12.5 The terms of and obligations imposed under this paragraph, and any other obligations under this Deed that remain unfulfilled following the expiry or termination of the Deed, shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

13. Transferability of Intellectual Property Rights

- 13.1 All of EOTF's rights under paragraph 12 and any other rights aimed at protecting, managing and exploit such Intellectual Property Rights may be transferable to a third party charity designated by EOTF operating in the field of inherited retinal diseases/Leber Congenital Amaurosis. EOTF should notify the Host Institution no later than 60 calendar days ahead of the proposed transfer. EOTF should provide adequate corporate details about the identity of the transferee, its purpose and the reason for the transfer. The Host Institution will have 15 business days to raise additional questions about the transferee or the nature of the transfer. The Host Institution should revert with its consent 20 business days upon receipt of the request. The consent should not be unreasonably withheld. Should the Host Institution decide not to revert, the consent should be deemed.

14. Data Sharing and Open Access

- 14.1 Upon completion of the Research Project and subject to any commercialisation in furtherance of the public benefit in accordance with paragraph 12.2(c), the Host Institution shall:
- 14.1.1 make all data resulting from the Research Project, in an anonymised form, publicly available in accordance with the relevant industry best practice, Data Protection Laws and appropriate data protection provisions;
- 14.1.2 make the underlying data from the Research Project available to such third parties as EOTF shall direct, in accordance with Data Protection Laws and appropriate data protection provisions.
- 14.2 Notwithstanding paragraph 14.1 and subject to any commercialisation in furtherance of the public benefit in accordance with paragraph 12:
- 14.2.1 the Host Institution shall ensure that all individuals involved in the Research Project including the Grant Holder maximise the availability to the public of Materials arising from the Research Project with as few restrictions as possible, including sharing of such Materials with non-commercial third parties for bona fide academic or not-profit research. Data should be presented in a timely fashion at national and international conferences to facilitate dissemination and interaction with other scientists and interested groups, including charities and representatives of the pharmaceutical industry.
- 14.2.2 EOTF may require the Host Institution to share Materials arising from the Research Project with third parties with the aim of further maximising public benefit and in such event, the Host Institution shall ensure any relevant confidentiality and/or data protection agreements are put in place. Studies are published in high impact open access peer reviewed journals making them accessible to a wide audience. All data generated should be deposited in open access sites so that any researcher across the world can access it to continue their work. This should be subject to complying with appropriate governance requirements according to publication status, consent in place, and identification of protectable intellectual property, where required in consultation with the Host Institution in order to make timely informed decisions.

- 14.3 Whilst EOTF anticipates that the Host Institution and the Grant Holder will make Materials arising from the Research Project available in accordance with paragraph 14.2 without levying any licence or administrative fee, this shall not prevent the Host Institution or the Grant Holder from recovering costs from the third party which are incurred as a result of making the such Materials available where such costs are not recoverable from the Grant.

15. **Animals in Research**

- 15.1 Where the Research Project involves conducting experiments, the Host Institution and the Grant Holder shall only use animals where there are no alternatives and in so doing shall:

- (a) use the simplest possible, or least sentient, species of animal;
- (b) ensure that distress and suffering are avoided wherever possible;
- (c) employ an appropriate design and use the minimum number of animals consistent with ensuring that the scientific objectives will be met.

- 15.2 The Host Institution and the Grant Holder are to have regard to the NC3Rs website for further information and guidance (www.nc3rs.org.uk "www.nc3rs.org.uk").

- 15.3 The Host Institution and the Grant Holder using animals shall implement the principles in the cross-funder guidance, Responsibility in the Use of Animals in Bioscience Research (www.nc3rs.org.uk/responsibility "www.nc3rs.org.uk/responsibility") www.nc3rs.org.uk/responsibility), as amended from time to time.

- 15.4 Grant Holders using non-human primates shall comply with the NC3Rs guidelines, Primate Accommodation, Care and Use (www.nc3rs.org.uk/primatesguidelines "www.nc3rs.org.uk/primatesguidelines"), as amended from time to time.

- 15.5 Grant Holders must consider NC3Rs ARRIVE guidelines (www.nc3rs.org.uk/ARRIVE) when designing their experiments and ensure that they report animal-based studies in accordance with the ARRIVE guidelines as far as possible, taking into account the specific editorial policies of the journal concerned.

16. **Confidentiality**

- 16.1 Each party shall during the Grant Period and thereafter keep secret and confidential all Intellectual Property Rights or other business, technical or commercial information disclosed to it as a result of the Deed and shall not disclose the same to any person save:

- (a) to the extent necessary to perform its obligations in accordance with the terms of this Deed;
- (b) to the extent necessary to comply with any legal and/or regulatory requirements in force from time to time which apply to a party; or
- (c) save as expressly authorised in writing by the other party.

- 16.2 The obligation of confidentiality contained in this paragraph shall not apply or shall cease to apply to any Intellectual Property Rights or other business, technical or commercial information which:

- (a) at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Deed by the receiving party;
- (b) is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
- (c) is at any time after the date of this Deed acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

17. **Limitation of Liability**

The Host Institution shall be fully responsible and liable (and EOTF shall to no extent be responsible or liable), financially and otherwise, for all liabilities, expenditure, claims, demands, actions, costs, expenses, losses and damages arising out of or in relation to any non-payment of the Grant on any due date or the Research Project or any use of the Grant.

18. **Indemnity**

18.1 The Host Institution shall indemnify and hold harmless EOTF, its directors, agents, officers or sub-contractors in respect of all liabilities, claims, demands, actions, costs, expenses, losses and damages made or brought by, or owing to, any person and in any way arising out of or incurred in connection with:

- (a) non-fulfilment of obligations of the Host Institution under this Deed or its obligations to third parties; or
- (b) any action and/or omission of the Host Institution in relation to the Research Project or any use of the Grant.

19. **Insurance**

19.1 The Host Institution shall maintain in force for the Grant Period a full and comprehensive insurance policy in respect of its activities in delivering the Research Project [in the sum of at least £1,000,000].

19.2 The Host Institution shall ensure that such an insurance policy is taken out with reputable insurers acceptable to the EOTF and that the level of cover and other terms of insurance are acceptable to and agreed by EOTF.

19.3 The Host Institution shall (on request) supply to EOTF a copy of such an insurance policy and evidence that the relevant premiums have been paid.

20. **Variation**

EOTF reserves the right to vary these terms and conditions from time to time where such change is related to EOTF meeting any legal and/or regulatory obligation on giving the Host Institution and the Grant Holder at least [10] working days' notice in writing.

21. **Assignment**

The Host Institution shall not subcontract, assign, transfer, or in any other way make over to any third party the benefit and/or the burden of this Deed, except as contemplated as part of the Research Project, without previous notification to EOTF. Notwithstanding any subcontracting or similar arrangements, the Host Institution remains responsible to EOTF for the delivery of the Research Project, the adherence of the subcontractor to this Deed and the conduct and performance of the subcontractor in relation to the undertaking of the Research Project and use of any Grant monies.

22. **Dispute Resolution**

22.1 In the event of any complaint or dispute (which does not relate to EOTF's right to withhold funds or terminate) arising between the Parties to this Deed in relation to this Deed the matter should first be referred for resolution to the Chief Executive Officer or any other individual nominated by EOTF from time to time.

22.2 In the absence of agreement under paragraph 22.1, the Parties shall seek to resolve the matter through mediation under an appropriate dispute resolution model as is agreed by both Parties. Unless otherwise agreed the Parties shall bear the costs and expenses of the mediation equally.

23. **Waiver**

No failure or delay by either party to exercise any right or remedy under this Deed shall be construed as a waiver of any other right or remedy.

24. **Severance**

24.1 If any provision or part-provision of this Deed is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Deed.

24.2 If any provision or part-provision of this Deed is deemed deleted under paragraph 24.11, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended result of the original provision.

25. **Joint and Several Liability**

The Host Institution and the Grant Holder shall be jointly and severally liable for each other's obligations and liabilities arising under this Deed.

26. **Entire agreement**

This Deed contains the entire Deed between EOTF, the Host Institution and the Grant Holder.

27. **Third party rights**

This Deed 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.

28. **No agency or partnership**

This Deed does not make the Grant Holder, the Host Institution, nor any of the staff of the Host Institution employees or partners of EOTF, nor does it authorise these Parties to act on behalf of EOTF, to represent EOTF or create any joint venture or relationship of principal or agent between the Parties.

29. **Governing law and jurisdiction**

29.1 This Deed will be governed by the laws of England and Wales and all matters relating to the Deed will be subject to the exclusive jurisdiction of the courts of England and Wales.

30. **Contact details**

All enquiries, progress reports (including Reports), publications, financial submissions, etc. should be addressed to EOTF by email at [\[insert email address\]](#).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by Eyes on the
Future acting by a director and [a Director signature
director OR its secretary]:

.....
Director name (print)

.....
[Director/Secretary] signature

.....
[Director/Secretary] name (print)

Executed as a deed by
Grant Holder signature

.....
Grant Holder name (print)

In the presence of:
Witness signature

.....
Witness name (print)

.....
Witness address (print)

.....
Witness occupation

[Host Institution to provide execution
clauses]

[Grant Holder to provide execution
clause]

Schedule 1 - Grant Application

Schedule 2 – Report Template

Schedule 3 – Revenue Sharing Policy

[see attachment]