

<b>SSR:</b>	<b>Scoliosis Support and Research</b> , a registered charity number 1181463 with its office at Ground Floor, 329 Latimer Road, London, W10 6RA; (" <b>SSR</b> ")
<b>SSR's representative</b>	Name: Lesley McGinty Title: Chief Executive Email: lesley.mcginity@ssr.org.uk Postal Address: Ground Floor, 329 Latimer Road, London, W10 6RA
<b>Recipient name and address</b>	
<b>Recipient's representative</b>	Name: Title: Email: Postal Address:
Each of SSR and the Recipient referred to individually herein as a " <b>Party</b> " or collectively as the " <b>Parties</b> " and a reference to a Party includes a Party's successors and permitted assigns.	
<b>Agreement Date:</b>	
<b>Funding period:</b> (start and finish dates)	
<b>Project title</b> (provide detail in Schedule 1)	
<b>Key Deliverables</b> (provide detail in Schedule 1)	
<b>Grant Total:</b>	
<b>Schedules:</b>	Schedule 1 - Project Details Schedule 2 - Schedule of payments

1. This Agreement is made up of the following:

- (a) The Agreement Details.
- (b) The Conditions.
- (c) The Schedules specified in the Agreement Details.

2. If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

This Agreement has been entered into on the date stated at the beginning of it.

.....  
Signed for and on behalf of

**Scoliosis Support and Research**

.....  
Signed for and on behalf of

**[INSERT RECIPIENT]**

These terms and conditions may only be signed by a senior staff member who has the authority to commit your institution to the agreement. Such an individual may be: The Principal, the Vice Chancellor or Dean, the Registrar, the Secretary, the Research Contracts Officer, the Bursar, the Finance Officer or the Chief Accountant of your institution.

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## IT IS HEREBY AGREED THAT:

### 1 Definitions:

**“Agreement”** means the contract between SSR and the Recipient in relation to the funding of the Research in accordance with the Agreement Details, these Conditions and any Schedules.

**“Business Day”** means a day other than a Saturday, Sunday or public holiday in England.

**“Conditions”** means these terms and conditions set out in clause 1 to clause 10 (inclusive).

**“Confidential information”** means all confidential information (however recorded or preserved) disclosed in connection with the Research and this Agreement, including any information that would be regarded as confidential by a reasonable business person relating to the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party, Background IP, Research IP and any other results, data or information developed by the Parties in the course of carrying out this Agreement.

**“Intellectual Property Rights”** means patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

### 2 Purpose of Funding

- 2.1 SSR shall contribute towards the cost of the Research in accordance with this Agreement. All funding contributed by SSR shall be paid to, and only to, the Recipient, which shall be responsible for ensuring that such funding is applied in accordance with the terms of this Agreement.
- 2.2 For Research falling within the scope of the Research Governance Framework for Health and Social Care. SSR is not the Research ‘Sponsor’. The Recipient must either accept responsibility as the Research Sponsor or put in place arrangements with a third party such as a local NHS Trust to be the Research Sponsor.
- 2.3 The Recipient shall ensure that it, and shall procure that any person involved in the Research, shall comply with the terms of this Agreement insofar as the terms of this Agreement impose any requirement or obligation on any of them and/or insofar as is required to ensure that the Recipient complies with the terms of this Agreement.

### 3 [Collaboration]

- 3.1 [Should the Research involve a collaboration between the Recipient and other third parties, the Recipient remains accountable and liable for the performance of this Agreement. The Recipient shall put in place written terms and conditions with the

relevant third parties to enable it to comply with its obligations hereunder and provide a copy of the same to SSR on request.

- 3.2 Both parties agree that this Agreement shall not create any legal obligations between SSR and any third party involved in the collaboration and in particular, without limitation SSR shall have no liability for payments to any third parties the Recipient enters into an agreement with in relation to the Research.]

#### **4 Period of Funding**

- 4.1 The effective period of the funding to which this Agreement relates shall be as set out in the Agreement Details, commencing on the Commencement Date. If the Recipient has not commenced the Research project within three (3) months of the Commencement Date, SSR shall have the right to terminate this Agreement with immediate effect by giving notice in writing to the Recipient. In the event of such termination, SSR may also ask the Recipient to resubmit the Research proposal.

#### **5 Funding and Payment**

- 5.1 SSR's total funding contribution to the cost of the Research shall be as set out in Schedule 2.
- 5.2 Invoices should be sent to SSR and must be accompanied by a breakdown of the costs being claimed. Unless specifically agreed by SSR, charges must be on a pass-through basis without mark-up.
- 5.3 SSR's contribution to the cost of the Research shall only be used for paying costs incurred in connection with the Research and in particular shall not be used as a contribution to any general or overhead costs of the Recipient, except with the prior written consent of SSR. The Recipient shall be responsible for paying any researcher or other individual involved in conducting the Research and shall not use the funding provided under this Agreement to do so.
- 5.4 The Recipient shall provide SSR with interim reports on the Research at **6 month** intervals and a copy of a full final report, as well as, where applicable, a copy of any final MD or PhD thesis on conclusion of the Research. SSR shall be entitled to withhold payments due under this Agreement during any period in which any such reporting or delivery obligation imposed on the Recipient by this clause 5.6 is overdue. There will also be progress meetings between the Parties at mutually agreed intervals, and at any other time reasonably requested by SSR.
- 5.5 Subject to clause 5.6 and clause 8.7, SSR shall settle all valid invoices submitted by the Recipient under and in accordance with this Agreement within 30 working days of their submission. All invoices must be submitted no later than three (3) months following conclusion of the Research. SSR is not obliged to pay invoices received after such time. Final invoices will not be paid until the final report and lay summary have been received by the SSR.

#### **6 Recipient's Obligations**

- 6.1 The Recipient undertakes that it shall not, and shall ensure that any person involved in the Research shall not, be in receipt of any funding or financial assistance from another source in respect of the Research, unless prior consent has been sought and obtained in writing from SSR. In the event that the Recipient requests such consent from SSR then clause 8.3.9 shall apply.

- 6.2 It is a condition of the funding that at the reasonable request of SSR during the term of this Agreement the Recipient, at the Recipient's own cost, co-operates in the preparation of articles for publication, fundraising campaigns and public engagement related to this research, as well as external review of future proposals submitted to SSR.
- 6.3 The Recipient hereby warrants that it has in place formal purchasing procedures that ensure that SSR's funding contribution is only used for valid Research expenditure and that such expenditure is clearly identified and recorded as such. SSR reserves the right to audit the Recipient's use of SSR's funding contribution at any time and the Recipient shall provide any and all documents, reports, access and assistance relating to the funding and its application, as may be reasonably requested by SSR. SSR shall have the right to terminate this Agreement with immediate effect by giving notice in writing to the Recipient if the Recipient is in breach of this clause 6.3.
- 6.4 The Recipient undertakes and agrees that:
- 6.4.1 the Recipient shall ensure that the Research is carried out in accordance with all relevant: a) legislation and codes of practice, including but not limited to those relating to health and safety, data protection, modern slavery, safeguarding, bribery, tax evasion and relevant financial sanctions laws; b) regulatory requirements; and c) ethical guidelines and principles;
- 6.4.2 the Recipient shall ensure that all necessary licences, permissions, consents and approvals have been obtained and are in place at all times during the Research;
- 6.4.3 without limiting the foregoing:
- (i) any research involving human subjects, including volunteers and patients, must fulfil all relevant regulations and legislation, including those relating to confidentiality of medical records;
  - (ii) any procedure undertaken during the course of a Research that involves the removal of human tissue at post-mortem examination will be carried out in accordance with all applicable legislation, the guidance issued by the Department of Health, and any additional protocols adopted by SSR;
  - (iii) any Research that involves human foetal tissue must be carried out in accordance with all applicable legislation, the guidance issued by the Department of Health, and any additional protocols adopted by SSR;
  - (iv) any Research involving human embryos must be carried out under the regulatory framework provided by the Human Fertilisation and Embryology Authority, in accordance with all applicable legislation and any additional protocols adopted by SSR.
- 6.5 Research involving animals has been fundamental to understanding how the body functions in health and disease and to the development of modern medicines and surgical procedures. SSR would like to see future advances made without research involving animals, but currently work with animals continues to be essential in some aspects of medical research. SSR therefore supports such work where both (i) no reasonable alternative exists and (ii) where it is carried out according to best practice

as laid down in applicable legislation; and the Recipient undertakes to ensure that no work which does not comply with (i) and (ii) is carried out using funding from SSR. Furthermore, where experiments involving animals are concerned it is particularly important that the host institutions have appropriate mechanisms for implementing the requirements for the ethical conduct of such research and the Recipient shall ensure that such mechanisms are in place and compiled with in relation to the Research. The Recipient shall ensure to SSR's reasonable satisfaction that the Recipient, the Research and the individuals conducting the Research comply with the necessary Home Office licences.

## **7 Confidentiality**

7.1 In the event of one Party ("**Disclosing Party**") making available to the other Party ("**Receiving Party**") Confidential Information, the Receiving Party shall, subject to clause 7.2, clause 7.5 and clause 7.6, maintain the secrecy of such Confidential Information and shall not include it in any Publication, or otherwise disclose it to any of its students, employees, officers or other members of its staff, or any third party.

7.2 Both Parties recognise that as required by:

7.2.1 where applicable, the Recipient's legal status as an "Exempt Charity" and by its own statutes and regulations; and

7.2.2 SSR's charitable status and the provisions of its Memorandum and Articles of Association,

the Research and the results of the Research may subject to clause 7.3 and clause 7.4 be published by either Party (or by the Recipient's staff or its students), and agree that, where applicable, any thesis written by staff or students of the Recipient undertaking the Research shall be submitted in accordance with the Recipient's regulations for higher degrees. Subject always to clause 7.3 and clause 7.4, nothing in this Agreement, shall prevent or hinder any registered student of the Recipient from submitting for a degree of the Recipient, a thesis based on the results obtained during the course of the Research, the examination of such a thesis by examiners appointed by the Recipient or the deposit of such a thesis in a library of the Recipient in accordance with the relevant procedures of the Recipient.

7.3 Unless requested to the contrary in writing by SSR, the Recipient shall ensure that all Publications by the Recipient, or by any of its members of staff or students (including any thesis or other publications as referred to in clause 7.2) arising out of the Research or containing any data or other results of the Research ("**Publications**") acknowledge the funding support from SSR and state that the views and opinions expressed therein do not necessarily reflect those of SSR. Any Publication shall be made in a peer reviewed journal and/or shall be made available free of charge. Without prejudice to the foregoing, the Recipient shall ensure that neither it, nor any of its members of staff, nor any of its students includes any of SSR's Confidential Information in any Publication without SSR's prior written consent (or its deemed consent in accordance with the remainder of this clause 7.3). The Recipient shall send SSR a draft of all proposed Publications in advance of publication for it to review them, including for the possible inclusion of any of SSR's Confidential Information. SSR shall review any such proposed Publications sent to it by the Recipient within a period of 30 Business Days of its receipt and notify the Recipient in writing if a proposed Publication contains any of its Confidential Information or fails to contain the acknowledgement required by this clause 7.3 within the review period. In such an event, the Recipient shall insert any missing acknowledgement and (subject to clause 7.5.1) delete, adapt or genericise

any of SSR's Confidential Information prior to the Publication being made, as agreed with SSR at SSR's discretion. If the Recipient does not receive any such notification in writing from SSR within 30 Business Days of submitting the proposed Publication for review, it shall be free to proceed with the proposed Publication as submitted for review. Upon publication of any Publication, the Recipient shall provide to SSR a copy of the final Publication in electronic form.

- 7.4 The intention of this Agreement is that all potentially patentable Research results and all potentially patentable Research IP shall be commercially exploited. Therefore, notwithstanding clause 7.2, clause 7.3 and clause 7.5, both Parties shall ensure to keep the potentially patentable Research results and the potentially patentable Research IP confidential to the extent necessary for the patenting of any patentable inventions generated as a result of the Research.
- 7.5 Confidential Information, may be disclosed or included in a Publication as expressly permitted by this clause 7.5:
- 7.5.1 without prejudiced to any disclosure or Publication permitted in accordance with clause 7.2 and clause 7.3, the Disclosing Party's Confidential Information, may be included in a Publication or otherwise disclosed by the Receiving Party with the prior written consent of the Disclosing Party;
- 7.5.2 each Receiving Party may disclose the Disclosing Party's Confidential Information, to those of its employees, officers, representatives, or advisers who need to know such information for the purposes of exercising its rights or carrying out its obligations under this Agreement, provided it ensures that any person to whom it discloses such Confidential Information (otherwise than through including it in a Publication in accordance with clauses 7.2 and 7.3 or in accordance with clause 7.5.1) maintains the confidentiality of the Confidential Information and complies with the requirements of clause 7.1 (and, if relevant, clause 7.4).
- 7.6 The obligations in clauses 7.1 and 7.4 and the confidentiality restriction in clause 7.3 shall not apply to data or information to the extent that:
- 7.6.1 the Party seeking to invoke or rely on this clause 7.6.1, can clearly demonstrate was or became part of the public domain through no breach of this Agreement (including clause 7.4) by that Party; or
- 7.6.2 it is required to be disclosed by law, a court of competent jurisdiction or any governmental or regulatory authority.

## **8 Intellectual Property**

- 8.1 Nothing in this Agreement shall affect the ownership of Intellectual Property Rights existing prior to this Agreement or generated outside the Research which one Party makes available to the other in the course of the Research ("**Background IP**"). Neither Party shall knowingly make Background IP available to the other Party (i) which it does not have the right to make available to the other Party (ii) where it does not have the right to grant the licence to use such Background IP pursuant to clause 8.2 or (iii) where to do so would cause an infringement of the rights of a third party.
- 8.2 If one Party makes any of its Background IP available to the other Party, the Party receiving such Background IP shall not use it without the prior written consent of the Party who made it available. Where a Party consents to the use of its Background IP

by the other Party, the Party providing its consent shall grant to the other Party a personal, royalty-free, non-exclusive, non-transferable licence to use such Background IP but only for the purpose(s) stipulated in writing by the Party granting such licence.

8.3 SSR is under an obligation to ensure that the useful results of Research that it funds (whether in whole or in part) are applied for the public good. In some circumstances, this obligation may be best achieved through the protection of intellectual property and commercial exploitation. As such:

8.3.1 The Recipient shall have procedures in place for the identification, protection, management and exploitation of Intellectual Property Rights arising out of the Research.

8.3.2 The Research and the results of the Research, and any Intellectual Property Rights therein arising out of the Research (excluding Background IP) ("**Research IP**") shall be the property of the Recipient, which grants to SSR a non-exclusive, irrevocable and perpetual royalty-free licence to use the Research and the results of the Research and the Research IP for its own Publications, and for its own promotional and/or academic or research purposes, but not for the purposes of commercial exploitation by SSR, and subject always to clause 7.4.

8.3.3 The Recipient shall promptly inform SSR of any Research IP which SSR has funded, for which the registration of intellectual property rights is being considered and following any such notification, and also during the three months before the end of the period of funding set out in clause 4, the Parties shall meet to discuss the Research IP.

8.3.4 The Recipient shall have in place terms with all persons involved in the Research that vest in the Recipient all Research IP which are created in connection with the Research.

8.3.5 The Recipient shall not exploit commercially the Research IP without the consent of SSR. Consent will not be unreasonably withheld, and SSR will only refuse the Recipient's request where it considers that the proposed commercial exploitation would run counter to its interests and charitable objectives. If SSR does not provide a response to the Recipient's written request within thirty (30) Business Days of receiving such request, the Recipient will automatically have the right to proceed with such commercial exploitation.

8.3.6 If the Recipient decides not to protect, manage and exploit the Research IP, then SSR has a right, but not a duty to protect, manage and exploit the same. If SSR decides to exercise its right, the Recipient, and its respective employees and students, and any third parties acting on behalf of the Recipient, shall carry out all acts reasonably required by SSR to assist in such protection and exploitation.

8.3.7 The Recipient shall ensure that:

- (i) neither the Recipient nor any other person involved (or who will be involved) in the Research is subject to any arrangement (whether pre-existing or entered into after this Agreement takes effect) which could lead to a breach of this Agreement;



- (ii) there are no consultancies, third party restrictions or arrangements (whether pre-existing or entered into after this Agreement takes effect) which might impact on the Research or which would entitle (otherwise than in accordance with this Agreement) a third party to share in the revenue generated by any exploitation of the Research IP or the results of any of the Research;
  - (iii) no one involved in the Research uses materials or compounds on terms which would place restrictions on the publication of the results of the Research; and
  - (iv) 'reach through rights' have not been granted, nor will be granted, over any Research IP or the results of any of the Research, unless SSR has provided its prior consent in writing, and in the event that the Recipient requests consent from SSR for any of the matters for which consent is required under this clause 8.3.7, then clause 8.3.9 shall apply.
- 8.3.8 As a condition of granting consent under clause 8.3.5, the Recipient shall (subject to anything agreed between the parties to the contrary under clause 8.3.9), comply with the revenue and equity sharing terms set out in the Association of Medical Research Charities (AMRC) "[Guidelines on IP terms and condition](#)" revised in July 2018.
- 8.3.9 In the event that the Recipient requests consent from SSR for any of the matters for which consent is required under clause 8.3.7, or clause 6, then, as a pre-condition of SSR giving such consent, the Recipient shall identify the proportionate funding contributions of any other funders and/or the nature and extent of any third party right which may conflict with the terms of this Agreement and/or the nature and extent of any third party right which may entitle such third party to share in the revenue generated by the exploitation of the Research IP, with a view to the Parties to this Agreement (and where appropriate, in consultation with such third parties), agreeing revenue sharing terms in place of the revenue sharing terms set out in this clause 8. If the Parties do not agree alternative revenue sharing terms, then the revenue sharing terms in this clause 8.3 shall continue to apply in which case any part of the revenue generated by the exploitation of the Research IP which the Recipient is required to pay to any third party, shall be borne exclusively out of the Recipient's share of the net revenue.
- 8.3.10 The Recipient shall pay SSR's share to it within 30 Days after such sums arise and, in any event, quarterly.
- 8.4 In respect of all Research IP that is exploited (except where SSR exercises its option to exploit the Research IP pursuant to clause 8.3.6), the Recipient undertakes:
- 8.4.1 to supply to SSR an annual exploitation report, annual accounting statements / payments and copies of all agreements with commercial or other parties regarding exploitation;
  - 8.4.2 to attend 6-monthly meetings to update SSR on exploitation when requested by SSR; and
  - 8.4.3 to keep accounts showing the amount of gross revenue, Direct Costs (as defined in the AMRC Guidelines) of exploitation and the sharing of the net

revenue. The Recipient shall make such accounts available for inspection on reasonable notice during business hours by an independent chartered accountant nominated by SSR for the purpose of verifying the accuracy of any statement or payment given by the Recipient to SSR. The accountant shall be required to keep confidential all information learnt during such inspection and to disclose to SSR only such details as may be necessary to report on the accuracy of the statement in question. The costs of such inspection shall be borne by SSR unless the amount actually due to SSR exceeds the amount set out in the statement in question by more than 5%, in which case the Recipient shall reimburse SSR for the accountant's reasonable charges.

## **9 Termination**

9.1 Either Party ("**Terminating Party**") may terminate this Agreement by giving notice in writing to that effect to the other Party if:

9.1.1 the other Party is in breach of its obligations under this Agreement and fails to remedy such breach within thirty working days of receiving notice from the Terminating Party which specifies and gives details of the breach and requires it to be remedied; or

9.1.2 the other Party enters into bankruptcy or liquidation, has a receiver, liquidator or administrator appointed over the whole or any part of its assets, becomes insolvent or is otherwise unable to pay its debts as they fall due (with the exception of liquidation for the specific purpose of an amalgamation, reconstruction or other reorganisation such that the body resulting from the reorganisation agrees to be bound by and to assume the obligations imposed on such other Party herein *mutatis mutandis*),

provided that any such termination shall be without prejudice to the accrued rights of either Party under this Agreement.

9.2 If either Party terminates this Agreement in accordance with this Agreement during the period of the funding as out in clause 4.1, or the Research has otherwise concluded, no further funding will be paid under this Agreement and the Recipient shall promptly repay to SSR any and all funding which remains unused.

9.3 Termination of this Agreement (howsoever occasioned) shall not affect the coming into force or continuation in force of the Parties' rights and obligations under any provision of the Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

## **10 Limitation of Liability**

10.1 Nothing in this Agreement excludes either Party's liability for death or personal injury, any fraud, or for any liability that cannot be limited or excluded under applicable law.

10.2 Subject to clause 9.1, neither Party shall hold the other Party liable for damages, dispute or injury arising during the undertaking of the Research unless caused by the wilful act or negligence of such other Party or any employee, agent or student of that Party. Neither shall one Party be liable to the other for any consequential loss or damage which may arise from its use of the results of the Research, whether direct or indirect.

- 10.3 SSR do not accept any responsibility for financial or other liability incurred by the Recipient that may arise out of the Research and, subject to clause 9.1, SSR's aggregate liability shall be limited to the amounts paid or payable in support of the Research, as outlined in Schedule 2.

## 11 General

- 11.1 This Agreement is not intended to establish, and shall not be construed by either SSR or the Recipient as establishing any form of partnership between themselves. Nor shall this Agreement or anything done pursuant to it make any researcher, supervisor or any other person an employee of SSR. The Recipient shall indemnify and keep indemnified SSR against any losses, claims, demands, proceedings, damages, expenses or other liabilities arising directly or indirectly out of or connected with the contract of employment or any policy applicable to, or any collective agreement in respect of, any such researcher, supervisor or other person, including without limitation any liability in respect of remuneration, taxation or national insurance contributions.
- 11.2 The Recipient acknowledges that SSR places great importance upon the declaration of any conflicting or potentially conflicting interests that the Recipient may have in relation to the subject matter of the Research or the use of its results. The Recipient:
- 11.2.1 warrants that as at the date of this Agreement (save to the extent disclosed to SSR by the Recipient in writing before such date) neither the Recipient, nor the researcher, nor the supervisor has any direct or indirect interest or involvement in any project that conflicts or is reasonably likely to conflict with the Research or which covers the same ground as the Research or which might reasonably be expected to use or benefit from the results of the Research (a "**Conflicting Interest or Project**");
  - 11.2.2 agrees to inform SSR promptly of any such Conflicting Interest or Project which arises after the date of this Agreement; and
  - 11.2.3 agrees not to use, or allow the use of, any data or other results of the Research in connection with any Conflicting Interest or Project without the prior written consent of SSR, such consent not to be unreasonably withheld.
- 11.3 If any dispute arises in connection with this Agreement, the directors or other senior representatives of the Parties with authority to settle the dispute will, within 28 days of a written request from one Party to the other, meet in a good faith effort to resolve the dispute. If the dispute is not resolved at that meeting, the Parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR, the Centre for Effective Dispute Resolution. To initiate the mediation a Party must give notice in writing ("**ADR notice**") to the other Party to the dispute requesting a mediation. A copy of the request should be sent to CEDR Solve, CEDR's dispute resolution service. The mediation will start not later than 28 days after the date of the ADR notice. No Party may commence any court proceedings or arbitration in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other Party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay. The Parties shall use reasonable efforts to settle any dispute arising out of this Agreement by mediation prior to commencing any court proceedings or arbitration.

- 11.4 Except as otherwise expressly provided for herein, nothing in this Agreement shall confer or purport to confer on any third party any benefit or any right to enforce any term of this Agreement. The Parties shall not require the consent of any third party to any termination, rescission, or variation of this Agreement or the waiver of any rights under it.
- 11.5 Except to the extent otherwise required by this agreement, neither Party shall use the other's name, crest, logo or registered image for any purpose without the express written permission of that Party.
- 11.6 This Agreement supersedes all other agreements, understandings and representations whether written or oral, between the Parties regarding the Research and constitutes the entire agreement between the Parties concerning the Research. This clause 10.7 shall not apply to any fraudulent misrepresentations.
- 11.7 No variation to this Agreement may be made without the written consent of both Parties.
- 11.8 No waiver of any of the provisions of this Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the relevant Parties in writing.
- 11.9 Except to the extent otherwise required or permitted by this Agreement, neither Party shall sub-contract, transfer or assign the whole or any part of its rights or obligations under this Agreement without the prior written consent of the other Party, whose consent may be subject to such terms and conditions as such Party may see fit to impose.
- 11.10 In this Agreement the following rules of interpretation shall apply:
- 11.10.1 any reference to a clause shall be interpreted as a reference to the clause bearing that number in this Agreement;
  - 11.10.2 unless the context otherwise requires, words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall import the feminine gender and vice versa.
  - 11.10.3 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
  - 11.10.4 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
  - 11.10.5 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
  - 11.10.6 any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 11.11 This Agreement is made and shall be interpreted in accordance with English Law, and except as provided for elsewhere herein the Parties shall submit to the exclusive jurisdiction of the English Courts.

## **Schedule 1**

### **The Research**

Please provide full details of the project and deliverables as stated in the agreement above.

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**Schedule 2**

**Payment Schedule**

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