TERMS AND CONDITIONS OF FUNDING

Definitions

The following terms shall have the following meanings:

"Applicable Laws"	Means any and all laws, rules, regulations, guidelines or scientific standards which may apply or relate to performance of any part of the Project, including but not limited to the Research Activities. For clarity, Applicable Laws includes (where applicable) all rules, guidelines and codes of practice governing: (i) Good Manufacturing Practice and Good Laboratory Practice, (ii) the collection and storage of human tissue samples, and (iii) the performance of DNA testing.
"Annual Report"	Means each completed Annual Report Form submitted to SRUK in accordance with clause 7.12.1.
"Annual Report Form"	Means the report form sent to the Grant Holder by the SRUK Grants Team on the first and successive anniversaries of the Start Date.
"Application"	Means all the documents associated with the application for the Award submitted by the Grant Holder and/or the Host Institution to SRUK, including the application forms and supporting documents, supplemental information, responses to queries and presentations.
"Award"	Means the award of funding from Sight Research UK to the Host Institution to undertake the Project on the terms and conditions of the Award Contract.
"Award Amount"	Means the total amount of funding awarded by Sight Research UK to carry out the Project.
"Award Contract"	Means the Award Letter (including any additional conditions, financial summaries or policy guidelines appended to or referred to in the Award Letter), and the Conditions.
"Award Contract Acceptance Form"	Means the form attached to the Award Letter, the signature of which the Host Institution and the Grant Holder confirm their acceptance of the Award Contract.
"Award Contract Date"	The date the Award is accepted by the Host Institution, as the date of their signature of the Award Contract Acceptance Form.
"Award Duration"	Means the period for which the Award is made as set out in the Award Letter, as may be amended during the period of the Award by agreement of

	SRUK as recorded in writing between Sight Research UK and the Host Institution relating to the Award.
"Award Funded IP"	Means any and all Materials, Technical Information and Intellectual Property Rights that is or has been collected, created, exemplified, generated or developed (whether in whole or in part) arising out of or in connection with the Award.
"Award Letter"	Means the letter from Sight Research UK to the Grant Holder, co-applicants and the Host Institution specifying the Grant Offer and the conditions (including these Conditions), financial summaries and/or policy guidelines applicable to the Grant Offer.
"Bullying"	Means any offensive, intimidating, malicious or insulting verbal or non-verbal communication including physical behaviour. For clarity, Bullying includes an abuse or misuse of power through means intended to undermine, humiliate, denigrate, or injure a person.
"Commercialisation Direct Costs"	Means all external expenses incurred and paid by the Exploiting Party in connection with the filing, prosecution and maintenance of the Award Funded IP including, but not limited to, official filing fees, agent costs, and reasonable legal, litigation, and other advisory and consultancy fees. For the avoidance of doubt, Commercialisation Direct Costs shall not include the Exploiting Party's internal costs relating to these activities, or any allocation of central overheads regardless of the legal constitution of the Exploiting Party. For the avoidance of doubt, the Exploiting Party may not make deductions as Commercialisation Direct Costs for salary or taxes (other than those that constitute permitted external expenses as set out in this definition) or for payments due to the other funders, inventors or generators of the Award Funded IP.
"Conditions"	Means these Terms and Conditions of Funding, as amended by SRUK from time to time in accordance with clause 7.11, and "clause" shall mean a numbered clause in these Conditions.
"Data Protection Laws"	Means any applicable law relating to the processing, privacy and use of Personal Data, as applicable to any Party or to any part of the Project (including any Research Activities), including: (a) the Privacy and Electronic Communications Regulations 2003 and/or Data Protection Act 1998 and/or the EU GDPR and/or UK GDPR; (b) any laws which implement any such laws; (c) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; and (d) all guidance, guidelines, codes of practice and codes of conduct issued by any relevant supervisory authority relating to such laws (in each case whether or not legally binding).

"Due Date"	The date on which a report is to be submitted to the SRUK Grants Team by the Grant Holder. Unless otherwise stated, Interim Reports will be due ten calendar days from the date the corresponding Interim Report Form is sent to the Grant Holder by the SRUK Grants Team; Annual Reports will be due one month from the date the corresponding Annual Report Form is sent to the Grant Holder by the SRUK Grants Team; and Final Report will be due three months from the date the Final Report Form is sent to the Grant Holder by the SRUK Grants Team.
"End Date of the Award"	Means the end date of the Award as identified in the Award Letter as may be amended during the period of the Award by agreement of SRUK as recorded in writing between Sight Research UK and the Host Institution relating to the Award.
"Final Report"	Means the completed Final Report Form submitted to SRUK in accordance with clause 7.12.1.
"Final Report Form"	Means the report form sent to the Grant Holder by the SRUK Grants Team at the end of the Award.
"**EU GDPR**"	Means the General Data Protection Regulation (EU) 2016/679.
"Exploiting Party"	Means (as applicable) the Host Institution, its TTO or other third party who has the primary responsibility for the protection and exploitation of specific Award Funded IP as may be agreed pursuant to clause 8.3.
"Grant Holder" or "Principal Investigator	Means the person identified as such in the Award Letter, who is employed or otherwise engaged by the Host Institution and who will be responsible for leading and managing the Project.
"Grant Offer"	Means the details of the funding expected to be provided under the Award in support of the specified Project.
"Gross Income"	Means all consideration actually received by the Exploiting Party under any licence, option or any other legal agreements entered into by the Exploiting Party for the purpose of commercially exploiting the Award Funded IP, including sums received which derive from the disposal or other realisation of any equity obtained from a third party in consideration for the grant of the relevant rights in Award Funded IP.

"Harassment"	Means unwanted conduct related to a person's *protected characteristics* that has the purpose or effect of violating their dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. It may be persistent or a single incident. Harassment is also unwanted conduct of a sexual nature which has that same purpose or effect. Protected characteristics are: age, sex, disability, gender (including gender reassignment), marriage and civil partnership, pregnancy and maternity, race, religion or belief, sexual orientation. (In the UK, harassment is defined by the Equality Act 2010).
"Host Institution"	Means the university, hospital trust, or other body to which the Award is made and which is responsible for the proper conduct and financial management of the Award and (through the Grant Holder) the Project.
"Intellectual Property Rights" or "IPR"	Means any and all rights to inventions, discoveries, materials (including cell lines, modified organisms, nucleic acid components and peptides), technologies, products, data, algorithms, software, patents, databases, copyright and related rights, moral rights, know-how, goodwill, trademarks and service marks, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, whether registered or unregistered and including applications and rights to apply for and be awarded, 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.
"Interim Report"	Means each completed Interim Report Form submitted to SRUK in accordance with clause 7.12.1.
"Interim Report Form"	Means the report form sent to the Grant Holder by the SRUK Grants Team at the mid-point for each year of the Award.
"Materials"	Means 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.

"Net Income"	Means all Gross Income less Commercialisation Direct Costs and less TTO Translation Fee and less any taxes including but not limited to value added tax, sales, excise and withholding tax, imposed on the Exploiting Party in connection with the Gross Income which the Exploiting Party is unable to offset or recover.
"Party"	Means the Host Institution and SRUK and "**Parties**" shall be construed accordingly.
"Project"	Means the project described in the Application, including the Research Activities, as may be amended during the period of the Award by agreement of SRUK as recorded in writing between Sight Research UK and the Host Institution relating to the Award.
"Researcher(s) involved in the Award"	Means any person(s) and/or third party(ies) working on the Project, including (as applicable) the Grant Holder and any (other) employee, student, visiting fellow, subcontractor, supervisor, consultant, or contractor of the Host Institution and/or of any co-applicant and/or collaborators.
"Research Activity(ies)"	Means any research and research-related activity(ies) funded (whether in full or in part) by the Award or to be carried out (as applicable) by the Host Institution or the Grant Holder or a co-applicant or a collaborator as set out in the Application and subsequently in writing between Sight Research UK and the Host Institution relating to the Award.
"Sight Research UK" or "SRUK"	Means Sight Research UK, a Charitable Incorporated Organisation registered with the Charity Commission for England and Wales (Registered Charity Number 1156134; Company Number CE001060) whose registered office is Office 17, Equinox South, Great Park Road, Bradley Stoke, Bristol, BS32 4QL.
"SRUK Grants Team"	Means the members of SRUK staff tasked with administering the SRUK's grants, primarily the Research Grants Manager.
"Start Date"	Means the start date of the Award as identified in the Award Letter, as may be amended by agreement of SRUK as recorded subsequently in writing between Sight Research UK and the Host Institution in relation to the Award.

"Technical Information"	Means 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.
"Technology Transfer Office" or "TTO"	Means the technology transfer office of the Host Institution or other organisation who has Researchers involved in the Award (or equivalent body, howsoever constituted, if legally separate from as applicable the Host Institution or other organisation) that manages the protection and commercial exploitation of the Award Funded IP pursuant to clause 8.3.
"TTO Translation Fee"	Means a technology transfer fee (after deducting Commercialisation Direct Costs) which the Exploiting Party may (with agreement of SRUK) apply across the board in respect of calculating the share of Gross Income due to SRUK as further described in clauses 8.8 and 8.9.
"UK GDPR"	Means EU GDPR, as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.

1. Introduction

1.1. The Award Letter (including the Grant Offer) and the Conditions form the Award Contract setting out the terms and conditions of the Award from Sight Research UK to the Host Institution.

1.2 The Grant Holder has submitted the Application with the consent of, or on behalf of the Host Institution and Sight Research UK makes the Award to the Host Institution according to the Award Contract.

1.3 Subject to clause 7.3, the Award Contract shall commence on the Start Date and shall continue until the End Date of the Award unless terminated sooner in line with clause 7.10.

1.4 The Host Institution shall ensure that the Grant Holder and all Researchers involved in the Award comply with his/her/their obligations under or pursuant to the Award Contract.

1.5 The Host Institution warrants that the person who signs the Award Contract Acceptance Form on its behalf is duly authorised to do so and to bind the Host Institution to the Award Contract.

2. Ethical oversight

2.1 Integrity

2.1.1 Sight Research UK requires the highest standards of integrity to be adhered to by the Host Institution, the Grant Holder, the Researchers involved in the Award and anyone else that is involved in the Project or any of the activities funded (whether in part or in whole) under the Award.

2.1.2 The Host Institution shall ensure it has in place its own published standards of good research practice and formal written procedures for the investigation of allegations of scientific or professional misconduct.

2.1.3 The Host Institution shall ensure that all necessary approvals and licences required to undertake any part of the Project (including any Research Activity) are in place before that part of the Project commences and ensure all such approvals and licences remain in place for the full duration of the corresponding Project activity.

2.2 Bullying and Harassment

2.2.1 Sight Research UK expects all people involved in any activities it funds to treat each other with dignity and respect, and it considers Bullying and Harassment of any kind, in any context, unacceptable. It is the Host Institution's responsibility to:

2.2.1.1 Adopt a formal policy that clearly sets out the standards of behaviour it expects from its staff and other personnel involved in the Project and includes a procedure for making and responding to complaints. The Host Institution shall provide SRUK with a copy of such policy on written request;

2.2.1.2 Require that any co-applicant, collaborator, sub-grantee or sub-contractor involved in any part of the Projecthas an equivalent policy in place and agrees to provide SRUK with a copy of such policy on written request;

2.2.1.3 Notify Sight Research UK of any misconduct of individual(s) involved in the Project or any other activity funded (whether in whole or in part) by the Award. Where a decision is made to investigate formally an allegation of Bullying or Harassment against any such individual, the Host Institution shall immediately inform Sight Research UK of any such decision;

2.2.1.4 Investigate allegations of Bullying and Harassment relating to individual(s) involved in the Project or any other activity funded (whether in whole or in part) in an impartial, fair, and timely manner, ensuring the rights of employees and other personnel involved are protected, and take appropriate action. If the Host Institution is advised by the investigator(s) that a disciplinary procedure is

warranted, Sight Research UK expects the Host Institution to complete the disciplinary procedure such that a formal finding can be reached in a timely manner; and

2.2.1.5 Ensure no agreements are entered into which prevent the Host Institution from informing Sight Research UK of the findings of any such investigation.

2.3 Misconduct

2.3.1 In the event of any investigation of scientific or professional misconduct, both during or after the Award Duration, involving the Project or any other activity funded (whether in whole or in part) or any Researchers involved in the Award:

2.3.1.1 Sight Research UK must be informed by the Host Institution within seven (7) calendar days of any initiation of any such investigation of scientific or professional misconduct. Sight Research UK reserves the right to suspend the Award in the event of any suspension of Researcher involved in the Award during the period of the investigation;

2.3.1.2 Sight Research UK must be informed by the Host Institution immediately of the outcome of the investigation and reserves the right to take any further action it may feel appropriate, including termination of the Award with immediate effect; and

2.3.1.3 If publications relating to the Project have been produced where research misconduct or academic fraud has been established, the Host Institution must ensure that appropriate errata and/or retractions are promptly published, and that Sight Research UK is notified promptly of all such actions.

3. Use of animals

3.1 The Host Institution must ensure that any Project activities involving the use of animals always comply with all applicable laws relating to UK welfare standards and the spirit of UK legislation, including the Animals (Scientific Procedures) Act 1986 (ASPA) amended 2012 and any further embodiments, as well as any regulations of the Host Institution and country in which such activity is conducted.

3.2 As a member of the Association of Medical Research Charities, Sight Research UK supports their position on animal research.

3.3 Sight Research UK supports the replacement, refinement, and reduction of the use of animals in research (3Rs). The Host Institution must ensure that the Project (including any Research Activity) only uses animals were there are no alternatives and, where the use of animals is necessary, the Host Institution and Grant Holder must implement the principles in the cross-funder guidance Responsibility in the Use of Animals in Bioscience Research.

3.4 Experiments using animals funded by Sight Research UK must:

- use the species animal with the lowest level of consciousness possible
- ensure that distress and suffering are avoided wherever possible

- employ an appropriate design and use the minimum number of animals consistent with ensuring that the scientific objectives will be met

3.5 Grant holders using non-human primates must comply with the NC3Rs guidelines Primate Accommodation, Care and Use (www.nc3rs.org.uk/primatesguidelines)

4. Dissemination

4.1 The Host Institution must ensure that the useful results of the Project and other activities funded (in whole or in part) by the Award are disseminated in an appropriate form.

4.2 The Host Institution must ensure Sight Research UK is acknowledged in all publications and presentations arising from work carried out under the Award and in all correspondence and advertisements relating to the appointment of staff to work in connection with the Award.

4.3 On publication of articles in peer reviewed journals arising from work carried out under the Award, Sight Research UK must be provided with a copy of the article. The Grant Holder and other Researchers involved in the Award are encouraged to publish the results of their research funded (in whole or in part) by the Award in open access journals to maximise the potential benefit of this research.

5. Publicity

5.1 The Host Institution must inform Sight Research UK at least ten (10) calendar days in advance of any intended press statement associated wholly or partly with the activities funded (in whole or in part) by the Award and provide a copy of such a press statement to Sight Research UK prior to release.

5.2 Sight Research UK reserves the right to use data or other material arising from the Award and provided to SRUK under clause 7.12 as part of its fundraising or publicity activities. This excludes any sensitive or confidential data arising from the Award but not yet made public by the Grant Holder or other Researchers involved in the Award.

5.3 The acronym SRUK is used in these Conditions for convenience only and must not to be used in any documents for the public domain where the charity's full name must be used: 'Sight Research UK'.

6. Compliance

6.1 The Host Institution and the Grant Holder must comply and must ensure that any Researcher involved in the Award complies with all applicable laws, regulations, government guidance, and policies of the Host Institution applicable to, and obtain and maintain all licences and approvals required for, the activities funded (in whole or in part) by the Award in each country in which such activity is conducted.

7. Grant Administration

7.1 Acceptance of the Award: The Award shall not commence until the Host Institution has formally accepted the Award Contract by signing and returning the Award Contract Acceptance Form provided with the Award Letter.

7.2 Use of the Award: It is the responsibility of the Host Institution to ensure that the Award is applied exclusively and appropriately in support of the Project (including the Research Activity and/or purpose for which the Award has been provided) and within the Award Duration and within the overall amount of the Award. The use of the Award monies for any purpose other than that stated in the Application and Award Contract is not permitted without Sight Research UK's prior written authority.

7.3 Starting an Award: The Award should be activated as soon as all approvals required by the Award Contract are in place and in any event, within three (3) months of the date of the Award Letter. The Host Institution must advise Sight Research UK in writing of any change to the Start Date and seek prior written approval if the Project does not commence within three (3) months of the date of the Award Letter.

7.3.1 In the case of any interruptions or delays to the Project (including the Research Activities funded in whole or part by the Award), the Host Institution must inform Sight Research UK as soon as possible by emailing grants@sightresearchuk.org.

7.3.2 Sight Research UK will always consider reasonable requests for no-cost extensions to the Award Duration, but it will not be held responsible for any costs incurred as a result of delays to the start of, or interruption to, the Award or the Project.

7.4 Funded staff: Sight Research UK does not act as an employer and, in all cases where financial support is provided by the Award for the appointment of researchers involved in the Award, the Host Institution or its co-applicants or permitted collaborator(s) or sub-contractor(s) is(are) responsible for the recruitment, employment, management, monitoring, control and remuneration of those researchers involved in any activities funded (in whole or in part) by the Award.

7.4.1 Sight Research UK is not responsible for any claim for which the Host Institution or any co-applicant or permitted collaborator or sub-contractor may be liable as an employer, including redundancy, dismissal, or discrimination.

7.4.2 The Host Institution must notify Sight Research UK where an individual identified in the Application fails to take up the appointment and when an employee funded (in whole or in part) by the Award leaves (together with the date of termination).

7.4.3 Sight Research UK will only pay the costs of staff employed in connection with an Award during periods when those staff are actively working on the Project (including Research Activities) or other activities funded (in whole or in part) by the Award. The Host Institution will not be reimbursed, and no additional funds will be provided, for staff costs during any period of staff leave for any reason other than contractual paid annual leave and public holidays (e.g., sick leave, parental leave, dependant leave, compassionate leave,

sabbatical, etc.).

7.4.4 The Host Institution shall ensure the Grant Holder informs Sight Research UK promptly where planned or unplanned leave (other than paid annual leave, whether alone or in conjunction with public holidays) has lasted more than ten (10) consecutive working days of an employee funded (in whole or in part) by the Award. Payment of the Award (to the extent it relates to the salary costs of, or the work undertaken by, the employee on leave) will be suspended for the period of such leave. If the employee returns to work after any such leave on a lesser time commitment, Sight Research UK and the Host Institution acting in good faith shall determine whether the Award Duration should be extended to accommodate the new working basis.

7.4.5 Should a person whose salary is supported (in whole or in part) by the Award subsequently obtain salary support from some other source, that salary provision in the Award may not be transferred to any other individual or use without Sight Research UK's prior written approval.

7.5 Equipment funded by the Award

7.5.1 Where any equipment is purchased (whether in whole or in part) using funding received under the Award for use in the Project ("**Equipment**"), that Equipment shall be deemed to be donated to the Host Institution by SRUK subject to the condition that (for the Award Duration) the Equipment shall be used exclusively for the performance of the Project, unless agreed in writing otherwise by SRUK.

7.5.2 The Host Institution shall be responsible for:

a. the installation, maintenance, repair, and insurance of any Equipment at the Host Institution's expense; and

b. ensuring the lowest possible price is paid for any Equipment.

7.5.3 Reimbursement of the Equipment purchase price from the Award will be subject to receipt for a valid claim from the Host Institution's finance office to which a copy of the relevant supplier's receipt(s) must be attached. The supplier's receipt(s) must be countersigned by the Grant Holder. Equipment for medical research is normally exempt from VAT. Sight Research UK will only reimburse VAT on non-exempt items and only if provision has been made for this in the Award Letter.

7.6 Transfer to another institution

7.6.1 Should the Grant Holder or a named co-applicant move to another institution during the Award Duration, the Award (or part of the Award applicable to the co-applicant) may not transfer with them unless agreed by Sight Research UK, the Grant Holder, and the (as applicable) existing and new Host Institutions. Sight Research UK will not be obliged to provide additional monies under the Award because of such a transfer.

7.6.2 If the Grant Holder moves to another institution but consent for the transfer of the Award to that new

institution is not granted (or requested) the Host Institution must agree with Sight Research UK that one of its (other) employees undertakes to be bound by this Award Contract as if originally named as the Grant Holder (to the extent obligations remain to be performed by the Grant Holder).

7.7 Financial arrangements

7.7.1 No payments of the Award shall be made until the Host Institution and Grant Holder have signed and returned the Award Contract Acceptance Form.

7.7.2 The maximum amount of Award monies which may be claimed is specified in the Award Contract. Total amounts agreed in the Award will not be increased.

7.7.3 Payment of the Award will be made to the Host Institution quarterly and subject to receipt by Sight Research UK of reporting forms showing costs properly incurred by the Host Institution during the relevant reporting period.

7.7.4 A breakdown of expenditure must show costs under each of the headings corresponding to the Award Contract budget. Any items of expenditure not expressly agreed under the Award Contract will not be permitted without prior written consent from Sight Research UK.

7.7.5 The Host Institution acknowledges Sight Research UK does not pay Full Economic Costs and therefore will not pay for indirect, estate, or any other non-attributable overhead costs.

7.7.6 The final claim for payment under the Award will only be accepted if it is complete and submitted by the Host Institution to SRUK within six (6) months of the end of the Award Duration.

7.8 Withholding and Reduction of the Award

7.8.1 If the Host Institution has failed to comply with the Award Contract, Sight Research UK may withhold payment of any further instalment of the Award until the non-compliance is remedied to Sight Research UK's reasonable satisfaction. Where the non-compliance adversely affects or otherwise limits the delivery of the activities expected to be funded (in whole or in part) under the Award, Sight Research UK may reduce the total value of the Award proportionate to the effect of the non- compliance.

7.9 Repayment of the Award

7.9.1 Sight Research UK may by written notice to the Host Institution demand within twenty-one (21) days repayment of any part of the Award already made to the extent that part of the Award (if any) which:

a. has not been applied for the purposes stated in the Award Letter; or

b. has been spent on items of expenditure not allowed by the Award Contract; or

c. has been paid by Sight Research UK for items of expenditure which have also been funded directly by a third party other than the Host Institution.

7.10 Termination of Award

7.10.1 Sight Research UK may terminate its obligations to pay any (further) instalments of the Award under the Award Contract:

a. immediately by written notice to the Host Institution and the Grant Holder if the Host Institution and/or Grant Holder has not signed the Award Contract Acceptance Form before or within three (3) months of the date of the Award Letter;

b. immediately by written notice to the Host Institution and the Grant Holder if the Grant Holder or the Host Institution or TTO or any Researcher involved in the Award is in material breach of the Award Contract and (if capable of remedy) fails to remedy the breach within 30 days of a written request to do so; or

c. immediately by written notice to the Host Institution and the Grant Holder if the Host Institution and/or TTO and/or any Researcher involved in the Award is/are in repeated or persistent breach of the Award Contract.

7.10.2 Sight Research UK may terminate the Award by notice to the Host Institution (without any liability) if the Award is not activated within three (3) months of the scheduled Start Date set out in the Award Letter without prior written consent from Sight Research UK; or if the Host Institution has not made any claims for payment within any 12-month period without prior written consent from Sight Research UK.

7.10.3 On termination of the Award Contract, where the Grant Holder or the Host Institution or any Researcher involved in the Award is not in material, repeated or persistent breach of the Award Contract, Sight Research UK will reimburse the Host Institution for expenditure properly incurred under the terms of the Award Contract up to the termination date (to the extent not already covered by previous Award payments).

7.10.4 On termination of the Award Contract, where the Grant Holder or the Host Institution or any Researcher involved in the Award is in material, repeated or persistent breach of the Award Contract, Sight Research UK will reimburse the Host Institution for expenditure properly incurred under the terms of the Award Contract up to the date on which Sight Research UK provided written notice to the Host Institution and the Grant Holder of the (applicable) material, repeated or persistent breach (to the extent not already covered by previous Award payments).

7.11 Variation of conditions

7.11.1 Sight Research UK may vary the Award Contract at any time by written notice to the Host Institution and the Grant Holder.

7.11.2 A proposed variation to the End Date of the Award must be approved in writing by Sight Research

UK. Approval shall not be unreasonably withheld.

7.11.3 A proposed variation to the Award Contract (other than to the End Date of the Award) must be approved in writing in advance by Sight Research UK.

7.12 Reporting

7.12.1 The Host Institution shall ensure the Grant Holder:

a. Submits the initial completed Interim Report to SRUK within ten (10) calendar days of receiving it from the SRUK Grants Team. This report is designed to let SRUK know that the Project has started on time, is progressing as expected and expenditure is on target;

b. Submits a completed Interim Report to SRUK within ten (10) calendar days of receiving it from the SRUK Grants Team at the mid-point for each successive year of the Award;

c. Submits a completed Annual Report to the SRUK Grants Team on the corresponding Due Date. For clarity, the Grant Holder must complete and return the Annual Report within one (1) month of receiving an Annual Report Form from the SRUK Grants Team. Without limiting the obligation to complete each Annual Report Form, each Annual Report must include in relation to the reporting period: (i) a reasonable summary/analysis of progress made to date in relation to the stated aims of the Project; (ii) details of any publications and presentations relating to, or reporting results of, the Project; and (iii) confirmation of any potentially commercially exploitable Award Funded IP; and

d. Submits a completed Final Report to the SRUK Grant Team on the corresponding Due Date. For clarity, the Grant Holder must complete and return the Final Report within three months of receiving it from the SRUK Grants Team. Without limiting the obligation to complete the Final Report Form, the Final Report will include an analysis of the Project's success in relation to the stated aims of the Research Activities set out in the Application, details of all publications and public presentations relating to the Project and confirmation of any potentially commercially exploitable Award Funded IP.

7.12.2 The Host Institution and Grant Holder:

a. Acknowledge and agree that failure to submit an Annual Report to a satisfactory standard within one month of the Due Date for the report may result in termination of the Award without further notice;

b. Acknowledge and agree that further payments of the Award will not be made until Annual Reports of a satisfactory standard have been submitted;

c. Acknowledge and agree that SRUK will only pay the final payment due under the Award on receipt of an invoice from the Host Institution for the remaining funds and a Final Report

including breakdown of total project costs (via the Final Report Form) of satisfactory standard. The Final Report Form will be sent to the Grant Holder by the SRUK Grants Team at the End Date of the Award. The Due Date for the Final Report is three months from the date it is sent by the SRUK Grants Team to the Grant Holder. If the Final Report is not received within 3 months, then SRUK reserve the right to cancel any remaining payments; –

d. Shall submit outcomes of the Project and the Award, including details of any further publications and public presentations relating to the Project and details of the protection and commercial exploitation of Award Funded IP, via Researchfish annually during Sight Research UK's annual Researchfish Submission Window, from the Start Date of the Award up to and including five years from the End Date of the Award;

e. Shall ensure that the financial support of SRUK is acknowledged in all publications arising from the Award. SRUK's full name, 'Sight Research UK', should be used for acknowledgement and not the acronym 'SRUK', which has been used solely for ease in this Award Contract;

f. Shall assist SRUK in publicity of the funding provided to the Grant Holder and the Host Institution under the Award. This assistance will include providing a photograph of the Grant Holder at the time of accepting the Award for use on SRUK's website. This assistance may also include providing quotes, pictures and short video clips for SRUK staff and funders, and facilitating visits throughout the Award Duration to use in online and print communications, and, where appropriate, the identification and recruitment of suitable patients involved in the Project as case studies to help illustrate the public benefit arising from SRUK's charitable activities (including use for promotional/publicity purposes in furtherance of SRUK's fundraising to support its charitable purposes).

g. Shall ensure that two copies of all publications reporting the results of the Project are promptly forwarded to SRUK. SRUK may reproduce and use such publications in whole or in part in any way it considers fit (subject to copyright) to promote its charitable research funding for fundraising purposes; and

h. Shall inform SRUK immediately if any of the above requirements cannot be met.

8. Intellectual Property and Commercial Exploitation

8.1 As a charity, SRUK is under an obligation to ensure that the useful results of research and other activities 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 Rights in Award Funded IP and commercial exploitation of Award Funded IP. With limiting the foregoing, in the event that Award Funded IP constituting Materials that can be used as research tools/reagents (like animal models, cell lines, tissues or assays) are generated, developed or validated ("**Research Tools**"), such Research Tools must be made available to non-commercial third parties for

bona fide academic or not-profit research not later than the date on which details of the Research Tools (or other Project results arising from use of such Research Tools) are first published in accordance with clause 4. Whilst SRUK anticipates the Host Institution will make Research Tools available to a non-commercial third party for such purpose without levying any licence or administrative fee, this shall not prevent the Host Institution from recovering costs specifically incurred to make such provision that are not recoverable from the Award. For clarity, the preceding shall not prevent the Host Institution from making such Research Tools available to commercial third parties in return for appropriate financial consideration.

8.2 The Host Institution and Grant Holder shall notify SRUK promptly in writing when Award Funded IP arises that is reasonably capable of commercial exploitation and take all reasonable steps to ensure that such Award Funded IP is protected and not published or otherwise disclosed publicly prior to protection (whilst at the same time ensuring that potential delays in publication are minimised).

8.3 Permission to exploit

8.3.1 The Host Institution or its TTO or other third party should seek SRUK's consent to exploit commercially any Award Funded IP. Consent will not be unreasonably withheld, and SRUK will only refuse (as applicable) a Host Institution's or its TTO's or other third party's request where it considers that the proposed commercial exploitation would run counter to SRUK's interests and charitable objectives. For clarity, SRUK expects: (a) any request for consent will be submitted by the organisation wishing to be the Exploiting Party; (b) any request for consent will include the following details: (i) description of the Award Funded IP to be commercially exploited, (ii) a reasonably detailed commercialization plan,
(iii) if known, the identity of any proposed licensee or assignee of the Award Funded IP to be commercially exploited, and (iv) the intended terms under which the rights for commercial exploitation will be granted; (c) the Exploiting Party will agree to abide by the relevant provisions of the Award Contract (including without limitation the obligation to enter into a revenue sharing agreement with SRUK in accordance with clause 8.7); and (d) the Exploiting Party will agree to provide to SRUK (not less than annually) reasonably detailed reports on the activities undertaken to commercially exploit the corresponding Award Funded IP (including without limitation providing SRUK with copies of reports received by the Exploiting Party from the party/ies to which it has granted the right commercially exploit such Award Funded IP).

8.3.2 If SRUK does not provide a response to the Exploiting Party's written request within thirty (30) calendar days of receiving such request, the Exploiting Party will automatically have the right to proceed with such commercial exploitation. Without limiting the other requirements set out in the Award Contract, the Host Institution is not required to seek SRUKs' consent in assigning Award Funded IP to its TTO.

8.4 Institutional guidelines

8.4.1 SRUK requires the Host Institution and any third party involved in the Project to have procedures in place (either directly or via its TTO) for the identification, protection, management, and exploitation of Award Funded IP.

8.5 Ownership and management

8.5.1 The Host Institution should ensure that all persons funded (in whole or in part) under the Award or that work on the Project or other activity funded (in whole or in part) by the Award (including employees, students, visiting staff and subcontractors) are employed or retained on terms that vest in the Host Institution all Award Funded IP.

8.5.2 If the Host Institution or its TTO or other third party involved in the Project (as applicable) decides: (i) not to (or within five (5) years of Project completion, fails to) protect, manage, exploit any Award Funded IP that is reasonably capable of commercial exploitation; or (ii) abandon a patent/cease to prosecute a patent application covering the any Award Funded IP that is reasonably capable of commercial exploitation, then SRUK has a right (but not a duty) to protect, manage or exploit such Award Funded IP. If SRUK decides to exercise its right, the Host Institution shall procure that its employees, students and any third parties acting on its behalf (including its TTO) carry out all acts reasonably required by SRUK to assist in such protection and exploitation. For clarity, the Host Institution shall ensure SRUK is promptly informed of any such decision not to (continue to) protect, manage and/or exploit any Award Funded IP that is reasonably capable of commercial exploitation.

8.5.3 Without limiting clause 8.5.2, if the Exploiting Party has not commercially exploited (or granted a licence to commercially exploit) Award Funded IP within five (5) years after SRUK consents to such exploitation pursuant to clause 8.3, then SRUK has a right (but not a duty) to commercially exploit such Award Funded IP. If SRUK decides to exercise its right, the Exploiting Party shall carry out all acts reasonably required by SRUK to assist in such exploitation.

8.6 Material transfer and other agreements and reach-through rights

8.6.1 The Host Institution, via the Grant Holder, should inform SRUK of any pre-existing arrangements of which the Host Institution, its TTO or any co-applicant and/or collaborator are aware, including but not limited to material transfer agreements, which could prevent fulfilment of, or otherwise lead to a breach of, the Award Contract. The Host Institution shall use all reasonable endeavours to ensure that no consultancies, third party restrictions, material transfer agreements or other arrangements which might adversely impact on or otherwise prevent: (i) completion of the Project as set out in the Application; or (ii) fulfilment of the Award Contract (including without limitation the requirements set out in clause 8.1), are entered into in relation to any person or activity funded (in whole or in part) by the Award without SRUK's prior written agreement. Such agreement shall not be unreasonably refused or delayed where SRUK is satisfied the proposed restriction, agreement or arrangement will not prevent the Project from achieving its agreed objectives and is compatible with the Award Contract and achievement of SRUK's charitable objectives.

8.6.2 The Host Institution shall ensure the Researchers involved in the Award do not use materials or compounds for the Project, on terms which would place restrictions on the publication of the corresponding Project results without SRUK's prior written agreement. Such agreement shall not be unreasonably refused or delayed where SRUK is satisfied the proposed restriction will not unduly delay such publication.

8.6.3 The Host Institution shall use all reasonable endeavours to ensure that 'reach through rights' have not been granted on any Award Funded IP in favour of any commercial organisation(s) providing materials or compounds to Researchers involved in the Award for use in the Project without SRUK's prior written agreement. Such agreement shall not be unreasonably refused or delayed where SRUK is satisfied the proposed 'reach through rights' are compatible with other requirements of the Award Agreement and achievement of SRUK's charitable objectives.

8.6.4 However, SRUK recognises that companies providing materials under a material transfer agreement often require (exclusive) rights to any Award Funded IP directly arising from the use of that material, and that this requirement is often non-negotiable. Where use of that material is essential for the conduct of the Project and such material cannot be obtained from any other source under less onerous terms (including but limited to purchasing the material for use in the Project on a commercial basis), the Host Institution shall provide SRUK with reasonable evidence of the same and the expected impact on the commercial exploitation of the corresponding Award Funded IP. Where SRUK is satisfied the granting of the required rights (which if exclusive must be granted under a revenue generating licence) will not prevent the Project from achieving its agreed objectives and is compatible with achievement of SRUK's charitable objectives, SRUK shall consent to the granting of such rights. If SRUK does not provide a response to the Host Institution's written request within thirty (30) calendar days of receiving such request, SRUK shall be deemed to have agreed to the granting of such rights. Where Award Funded IP arises from research linked indirectly to the use of material provided by a company under a material transfer agreement, the provider should only be offered a time-limited opportunity to take out a revenue-generating licence to such Award Funded IP.

8.7 Revenue sharing agreement

8.7.1 As a condition of granting consent for the commercial exploitation of Award Funded IP, SRUK will require the Exploiting Party to enter into a revenue sharing agreement with SRUK, in line with the standard revenue and equity sharing terms of SRUK set out in clauses 8.8 to 8.10 (below).

8.8 TTO Translation Fees

8.8.1 The deduction of TTO Translation Fees shall be subject to the prior written approval of SRUK on a case-by-case basis. Where SRUK has approved (on a case-by-case basis) the deduction of TTO Translation Fees in respect of specific Gross Income, such TTO Translation Fees shall be set at 5-10% of Gross Income after deducting Commercialisation Direct Costs. The actual percentage value of the approved TTO Translation Fee shall vary according to the cumulative value of Gross Income as set out in clause 8.9 below. Where a higher percentage fee is sought by the Exploiting Party, the onus will be on the Exploiting Party to demonstrate why a higher fee is warranted (for example because relevant external service cost has been absorbed by the TTO other than those already deducted as Commercialisation Direct Costs).

8.9 Revenue sharing where SRUK is the sole external funder

8.9.1 Where SRUK is the sole external funder of activities that results in the Award Funded IP, SRUK and the Exploiting Party shall share all Net Income received from the commercial exploitation of such Award Funded IP, in the proportion of fifty percent (50%) to the Exploiting Party and fifty percent (50%) to SRUK.

Cumulative Gross Income	**TTO Translation Fee*** (% of Gross Income after deduction of Commercialisation Direct Costs)	**Remaining split**
£0-100,000	10%	50% SRUK, 50% Exploiting Party
£100,001+	5%	50% SRUK, 50% Exploiting Party

* Deduction of TTO Translation Fee subject to prior written approval of SRUK.

8.10 Revenue sharing where SRUK is not the sole external funder

8.10.1 SRUK recognises that most research that leads to exploitable Materials, Technical Information and/or IPR will have been funded by more than one external funder. In these cases, it is the responsibility of the Exploiting Party to identify the contribution of the various individuals involved in the research that generated the Award Funded IP being commercially exploited and the proportionate funding contributions of SRUK and the other external funders to such individuals and research. Where SRUK is not sole external funder of the Award Funded IP being commercially exploited, the Exploiting Party shall share Net Income with SRUK as follows:

(i) Where SRUK and other external funders who require a share of revenues under their respective grant T&Cs have financially supported research carried out by the same researcher(s) who contributed to the Award Funded IP being commercially exploited, the Exploiting Party shall pay SRUK 50% of Net Income multiplied by the Funding Weighting Ratio as explained below.

Example Calculation	**Net Income**	
	SRUK	**Exploiting Party**
In this example, SRUK is not the sole external funder and contributed 25% of the external funding (**SRUK's Funding Weighting Ratio**). Thus, SRUK's share of Net Income = 50% of 25% = **12.5**%.	12.5%	87.5%

(ii) Where SRUK and other external funders who require a share of revenues under their respective grant T&Cs have each financially supported different researchers that contributed to the Award Funded IP being commercially exploited, the Exploiting Party shall pay SRUK 50% of Net Income multiplied by the SRUK's Inventive Weighting Ratio as explained below.

	Net Income

Example Calculation	SRUK	Exploiting Party
In this example, SRUK is not the sole external funder. SRUK was the sole external funder of work conducted by Researcher A and the work of Researchers B and C were funded by third-external party funders. Researcher A made a 50% contribution to Award Funded IP being commercially exploited (**SRUK's Inventive Weighting Ratio**). Researchers B and C each made a 25% contribution to the Award Funded IP being commercially exploited. Firstly, **SRUK's Inventive Weighting Ratio** (50%) is taken into consideration and secondly, the 50% revenue share is applied to that ratio. Thus, SRUK's share of Net Income = 50% of 50% = **25%**.	25%	75%

(iii) Where SRUK and other external funders who require a share of revenues under their respective grant T&Cs have each financially supported the same researcher(s) and other external funders who require a share of revenues under their respective grant T&Cs have funded other additional researcher(s) contributing to the Award Funded IP being commercially exploited, then the Exploiting Party shall pay SRUK 50% of Net Income multiplied by SRUK's Inventive Weighting Ratio and then multiplied by SRUK's Funding Weighting Ratio.

Example Calculation	Net Income	
	Grantor	Exploiting Party
In this example, SRUK is not the sole external funder. 50% of Researcher A's work was funded by SRUK (**SRUK's Funding Weighting Ratio**) and Researcher A's work made a 50% contribution to the Award Funded IP being exploited (**SRUK's Inventive Weighting Ratio**). The work of Researchers B and C were funded by third-party external funders (each making a 25% contribution to the Award Funded IP being exploited). **SRUK's Inventive Weighting Ratio** (50%) and **SRUK's Funding Weighing Ratio** (50%) is applied to the 50% revenue share normally due to SRUK. Thus, SRUK's share of Net Income = (50% of 50%) x 50% = **12.5%**.	12.5%.	87.5%

8.11 Revenue sharing with inventors/contributors to Award Funded IP

8.11.1 It is the responsibility of the Exploiting Party to reward individuals or other third parties that are inventors of/contributors to the development of Award Funded IP from its share of Net Income share according to its own policies and practice.

8.12 Revenue sharing equity

8.12.1 Where Gross Income includes rights to take equity, this should be shared between SRUK and the Exploiting Party on a 50:50 basis in accordance with the clauses 8.9 – 8.11.

8.13 Revenue sharing between the Exploiting Party, Host Institution and other organisations

8.13.1 The Exploiting Party, Host Institution and other organisations (and/or their respective TTOs) whose researchers contributed to the generation of the Award Funded IP being commercially exploited should agree how to share between themselves the Exploiting Party's share of Net Income (including share of any equity).

9. Liability Provisions

9.1 Except for its obligations to pay the Award in accordance with the Award Contract, SRUK accepts no responsibility, financially or otherwise, for the expenditure (or liabilities arising out of such expenditure) or liabilities arising out of the Project and/or other work funded (in whole or in part) by the Award. The Host Institution agrees SRUK is not liable for any claims, costs, expenses, and liabilities for which, the Grant Holder, any named co-applicants, and anyone else engaged on the Project and/or other work supported (in whole or in part) by the Award, may be liable.

9.2 As between SRUK and the Host Institution, the Host Institution is responsible for all acts and omissions of all Researchers involved in the Award, including its employees and students (or those of any permitted co-applicant, collaborator or sub-contractor) in connection with the Project and/or other work funded (in whole or in part) by the Award and shall indemnify SRUK, including any of SRUK's employees, contractors, service providers and agents (the "**Indemnified Parties**"), and hold harmless the Indemnified Parties against all liability, loss, damage, cost or expense arising in connection with the use or exploitation or permitted use or exploitation of the Award Funded IP.

9.3 In all cases the liability of SRUK shall be limited to the total amount of the Award. Nothing in the Award Agreement excludes or limits any Party's liability for fraud or for death or personal injury arising from its negligence.

10. Data Protection and Freedom of Information

10.1 The Host Institution and the Grant Holder shall comply with all of its obligations under any and all Data Protection Laws and shall ensure such compliance by anyone involved in the Project (including any Research Activity) and/or other activity funded (in whole or in part) under the Award, and shall not, by act or omission, put SRUK in breach of, or jeopardise any registration under any such Data

Protection Laws.

10.2 Furthermore, the Host Institution shall ensure that it has obtained appropriate permission from any Data Subject to transfer any required Personal Data (each as defined in accordance with Data Protection Laws) to SRUK and for SRUK to process it in connection with the administration of the Award and the conditions of the Award Contract.

10.3 The Parties acknowledge that the Host Institution is subject to the Freedom of Information Act 2002 (or equivalent legislation in other jurisdictions) ("**FOIA**"). If the Host Institution receives a request for SRUK's information under the FOIA in connection with the Award, it will promptly notify SRUK and comply with any reasonable request made by SRUK in connection with its response to such a request.

11. General

11.1 A person who is not a Party to the Award Contract shall have no rights under the Contracts (Rights of third parties) Act 1999 (as modified or re-enacted) to enforce any of its terms.

11.2 Nothing in the Award Contract shall establish any partnership between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

11.3 Neither the Host Institution nor the Grant Holder may assign the benefit of the Award Contract, or sub-contract the performance of its or their obligations under the Award Contract, without SRUK's prior written consent, such consent not to be unreasonably withheld.

11.4 If a notice must be given under the Award Contract, it must be sent by first class recorded delivery post or by electronic communication to the recipient at the address notified for that purpose and will be regarded as received within 2 days of posting or 24 hours after the transmission of the electronic communication.

12. Entire Agreement

12.1 The Award Contract constitutes the entire agreement between the Parties in respect of the Award and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

13. Governing Law

13.1 This Award Contract shall be governed by, and construed in accordance with, the laws of England and Wales. The Parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales to settle any dispute or claim which arises out of or in connection with the Award Contract.