



GRANT TERMS & CONDITIONS - SMF TYPE 1 DIABETES GRAND CHALLENGE

1. Background

1.1 The Agreement sets out the terms & conditions upon which Diabetes UK has agreed to award the whole or part of the Grant to the Institution, as funded by SMF.

1.2 The obligations of the Grantholder and Institution in these terms and conditions are owed to each of Diabetes UK and the Funder separately (including those expressed to be owed only to Diabetes UK) and the rights of Diabetes UK and the Funder under these terms and conditions may be enforced by each of Diabetes UK and the Funder separately.

2. Definitions

2.1 The following terms shall have the following meanings:

<p>“Activation Form”</p>	<p>Means the form which will be sent to the Grantholder after Diabetes UK’s acceptance of the Application Form for funding, and which must be submitted to Diabetes UK by the Grantholder and Institution confirming the date upon which the Project activities will commence and the first instalment of the Grant should be paid;</p>
<p>“Agreement”</p>	<p>Means the Application Form, the Activation Form, the Award Letter, the Conditions and the Policies, as amended from time to time in accordance with their terms;</p>
<p>“Annual Report”</p>	<p>Means the annual report to be issued to Diabetes UK by the Grantholder and the Institution in connection with the Project setting out: (i) a summary of research undertaken in connection with the Project during the previous year, (ii) an analysis of progress made in relation to the stated aims of the Project, (iii) details of publications made during the previous year reporting Results and/or referencing the Project; and (iii) details of any potentially commercially exploitable Grant</p>

	Funded Intellectual Property developed during the previous year;
“Application Form”	Means the form, a copy of which is appended to the Award Letter, completed and submitted by the Grantholder to Diabetes UK requesting grant funding, together with any subsequent letters or other documents provided from and to Diabetes UK relating to the form, setting out full details of the proposed research to be carried out;
“Award Letter”	Means the letter from Diabetes UK and SMF to the Institution and Grantholder specifying the details of the financial support awarded in relation to the Project and which must be signed by the Institution and Grantholder to accept the Grant;
“Conditions”	Means these terms & conditions, as amended from time to time;
“Data Protection Legislation”	Means GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time. For clarity, Data Protection Legislation means in respect of Diabetes UK and any Institution located in the UK: (i) unless and until GDPR is no longer directly applicable in the UK, the GDPR and Data Protection Act 2018; and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018;
“Diabetes UK”	Means The British Diabetic Association, a charity registered in England & Wales (215199) and Scotland (SC039136);
“Final Report”	Means the report to be issued by the Grantholder and the Institution setting out: (i) a summary of all Results, (ii) a report on the extent to which the stated aims of the Project have been achieved, (iii) details of all commercially exploitable Grant Funded Intellectual Property, and (iv) a full account of how the Grant was spent to allow Diabetes UK to reconcile amounts spent against the Grant paid;
"Funder"	Means SMF;

“GDPR”	Means the General Data Protection Regulation of the European Union ((EU)2016/679);
“Grant”	Means the financial support to be provided by Diabetes UK in relation to the Project;
“Grantholder”	Means the individual principally responsible for leading and managing the Project and whose name is set out in the Award Letter;
“Grant Funded Intellectual Property”	Means any Intellectual Property that is or has been created, exemplified or developed (whether in whole or in part) using the Grant, but not including copyright in artistic works, books, articles, scientific papers, lectures and/or audio or visual aids to the giving of lectures or teaching, whether such Grant funds are used before or after an invention disclosure or patent filing, and whether or not any person in receipt of Grant funding or working on a Grant funded activity is named in invention disclosure records;
“Grant Period”	Means the period for which the Grant is awarded as set out in the Award Letter;
“Impact Report(s)”	Has the meaning set out in clause 10.4 of the Conditions;
“Interim Report(s)”	Means any additional report(s) issued by the Grantholder and the Institution following a request by Diabetes UK pursuant to clause 10.2 of the Conditions;
“Institution”	Means the university, institution, research council or other body to which the whole or part of the Grant is awarded and which is responsible for ensuring the proper conduct of the Project and is accountable for financial management of the Grant;
“Intellectual Property”	Means any and all rights in inventions, discoveries, materials, technologies, products, data, algorithms, software, know-how, patents, databases, copyright, trademarks, design rights, applications for any of the foregoing, moral rights, and any other intellectual property rights whether or not registered or capable of

	registration and whether or not subsisting in the UK or in any other part of the world;
“parties”	Means Diabetes UK, SMF, the Grantholder and the Institution;
“Policies”	Means the policies of Diabetes UK applicable to the Project which are available at: www.diabetes.org.uk/grantconditions ;
“Project”	Means the research, funded in whole or in part by the Grant and primarily led and managed by the Grantholder, as set out in the Application Form and any subsequent letters or documents between Diabetes UK and the Grantholder and Institution setting out full details of any agreed changes to such research;
“Report(s)”	Means (as applicable) Annual Report(s), Interim Report(s), the Final Report and/or Impact Report(s);
“Results”	Means any and all information, data, databases, materials, algorithms, software and/or findings developed or created in connection with the Project;
“Revenue Sharing Agreement”	Means the agreement that will need to be entered into by the Grantholder and Institution, setting out the terms upon which any revenue earned from the commercial exploitation of Grant Funded Intellectual Property will be shared with Diabetes UK and the Funder; and
“SMF”	Means the THE STEVE MORGAN FOUNDATION, a charity registered with the Charity Commission for England and Wales (with registered charity number 1087056) whose principal office is at The Steve Morgan Foundation, PO BOX 3517, Chester, CH1 9ET, as the funder of the Grant;
“TTO”	Means (as applicable) an internal or external body that is responsible for providing technology transfer services to the Institution, including in respect of the protection, management and commercial exploitation of Intellectual Property.

3. Research Practice

3.1 The Institution and the Grantholder will at all times during the continuance of the Agreement comply with:

3.1.1 the Policies;

3.1.2 the terms of the Agreement; and

3.1.3 any laws and regulations (as amended from time to time) applicable to the Project and the Agreement including human tissue legislation, health & safety legislation, the Data Protection Legislation and the Bribery Act 2010.

3.2 It is a condition of the Grant that the research undertaken in connection with the Project is conducted in accordance with best scientific and ethical practice. The Institution warrants that it has in place, and will continue to have in place through the Grant Period, formal written policies setting out the standards to be met in the conduct of research and the procedures to be followed following any allegation of research misconduct.

3.3 If at any time during or after the Grant Period, allegations of research misconduct are made in relation to the Project, or in relation to the Grantholder (or any other person involved in the Project) in connection with any other research, and are, in the reasonable opinion of Diabetes UK, substantiated, Diabetes UK reserves the right to take such steps as it, at its absolute discretion, considers appropriate which may include (but is not limited to):

3.3.1 Requiring the Institution to remove the Grantholder (or any other person involved in the Project) from the Project;

3.3.2 Requiring the Institution and/or Grantholder to retract published material;

3.3.3 withholding payment of subsequent instalments of the Grant, or requiring the Institution to reimburse Diabetes UK for some or all instalments of the Grant already paid;

3.3.4 taking such steps as it considers necessary to monitor the subsequent conduct of the Project and the Institution and the Grantholder will co-operate with Diabetes UK to facilitate this;

3.3.5 terminating the Grant with immediate effect.

3.4 The Institution and the Grantholder will conduct the Project in accordance with the principles set out in the Concordat to Support Research Integrity policy (<http://www.universitiesuk.ac.uk/highereducation/Documents/2012/TheConcordatToSupportResearchIntegrity.pdf>)

3.5 Prior to the commencement of the Project, the Grantholder and the Institution will obtain any and all licences, consents and approvals (including ethical approval) necessary to the conduct of the Project, will continue to hold such licences, consents and approvals during the Grant Period, and will promptly upon request provide copies of such approvals, licences and consents to Diabetes UK.

3.6 The Institution will ensure that it has in place throughout the Grant Period procedures for the identification and management of ethical issues connected to the Project, and that such issues are dealt with in accordance with such procedures. The Institution will notify Diabetes UK of any ethical issues connected to the Project and will keep Diabetes UK informed of any actions taken in relation to such issues.

3.7 The Institution will ensure that it has in place throughout the Grant Period procedures for the identification and management of potential conflicts of interest in connection with the Project. The Institution will notify Diabetes UK of any conflicts of interest that arise and will keep Diabetes UK informed of any actions taken in relation to such issues.

3.8 The Institution will promptly notify Diabetes UK of any incident connected to the Project (which the Institution at its reasonable discretion considers relevant to Diabetes UK's rights and interests in the Project), and will keep Diabetes UK promptly informed of any developments connected to such incident.

3.9 The Institution warrants that full details of any third party funding granted to it in connection with the Project were included in the Application Form and Institution agrees, if any such funding is obtained subsequently to Diabetes UK's acceptance of the Application Form, that it will promptly notify Diabetes UK in writing with full details of such funding.

3.10 The Institution warrants that the Application Form has disclosed to the best of its knowledge any rights (other than to not-for-profit institutions for non-commercial research use) it has granted to third parties over Intellectual Property existing on the date the Application Form was accepted for funding by Diabetes UK and which may hinder or prevent the implementation of the Project or the subsequent commercial exploitation of Grant Funded Intellectual Property and will not grant any such rights after the acceptance of the Application Form without the prior written consent of Diabetes UK.

4. Project Management

4.1 The Institution will have in place, during the Grant Period and any subsequent exploitation of Grant Funded Intellectual Property, appropriate policies of insurance including personal indemnity, public liability and employer's liability insurance.

4.2 The Institution must ensure that it has in place throughout the Grant Period appropriate procedures for the control of expenditure in connection with the Project

which shall include maintaining a separate internal financial account for expenditure connected to the Project. The Institution and the Grantholder agree that the Grant may only be used to meet the costs of the Project as set out in the Application Form unless otherwise agreed with Diabetes UK and the Funder.

4.3 Diabetes UK may at any time during or after the Grant Period request financial information in connection with the Grant and the Project. Diabetes UK may, at its own expense, either directly or via an appropriate third party engaged by it, review income and expenditure connected to the Project and/or the system used by the Institution to administer the Grant, and the Institution shall allow Diabetes UK (or such third party) access to its records and premises during business hours for the conduct of such audit subject to Diabetes UK providing reasonable written notice of such access.

4.4 Diabetes UK will consider a request by the Grantholder and/or the Institution to transfer the Grant (including any equipment the purchase of which was funded by the Grant) to a different university, institution, research council or other similar body. Any such transfer will require the prior written consent of Diabetes UK and the Funder, shall be at no additional cost to Diabetes UK or the Funder and may include such conditions as Diabetes UK and the Funder in their discretion thinks fit. Diabetes UK or the Funder will not, other than in exceptional circumstances, consider a request to transfer the Grant to a principal investigator other than the Grantholder.

5. Payment of Grant and Costs

5.1 Diabetes UK will only release the initial instalment of the Grant once all the conditions set out in the Award Letter have been satisfied.

5.2 Diabetes UK will only release subsequent Grant instalments:

5.2.1 in accordance with the timetable set out in the Award Letter; and

5.2.2 following its receipt of a valid invoice from the Institution; and

5.2.3 if the conditions set out in the Agreement have been satisfied (including but not limited to the conditions set out at paragraph 9.1 of the Conditions).

5.3 Diabetes UK will withhold payment of the final instalment of the Grant until it has received the Final Report in accordance with the provisions set out at paragraph 9.3 of the Conditions. If Diabetes UK does not receive a satisfactory Final Report within 6 months of the end of the Grant Period, the Grantholder and the Institution shall cease to be entitled to receive payment of the final instalment of the Grant. Diabetes UK may, at its absolute discretion, contact the Institution at the end of the six month period and agree to extend the period for receipt of a satisfactory Final Report.

5.4 In order to receive payment of the final instalment of the Grant and any other outstanding costs for which the Institution is entitled to be reimbursed in accordance with the Conditions at the end of the Grant Period, the Institution must submit a valid invoice to Diabetes UK within 6 months of the submission of the Final Report. If Diabetes UK does not receive a valid invoice within that period, the Grantholder and the Institution shall cease to be entitled to receive payment of the final instalment of the Grant and any other outstanding costs for which the Institution and/or Grantholder is entitled to be reimbursed. If Diabetes UK has agreed to extend the period for receipt of a satisfactory Final Report pursuant to clause 5.3, the period for receipt of an invoice under this clause 5.4 shall be extended by the same period.

5.5 Save as set out at clause 5.7, Diabetes UK and the Funder will not be liable for the payment of any amounts in addition to those set out in the Award Letter. The Institution will be liable for any expenditure incurred in connection with the Project in excess of the Grant.

5.6 All Grant amounts detailed in the Award Letter are inclusive of output VAT (if any).

5.7 Where the Grant includes an allocation for salary costs, Diabetes UK will not be liable to pay any salary costs in addition to those expressly set out in the Application Form other than increases arising out of standard salary increments and Institution-wide cost of living allowances. Any such increases shall be notified annually to Diabetes UK.

5.8 Diabetes UK will only be responsible for paying directly incurred costs of the Project. It will not be responsible for any indirectly incurred or directly allocated costs of the Project. 'Directly incurred costs', 'indirectly incurred costs' and 'directly allocated costs' shall have the meanings attributed to them from time to time by United Kingdom Research and Innovation.

5.9 The Grantholder must commence work on the Project within three months of the date of the Agreement (being the date upon which Diabetes UK receives a copy of the Award Letter signed by both the Institution and the Grantholder). If Diabetes UK has not received a completed online Activation Form within three months of the date of the Agreement, Diabetes UK may withdraw the Grant, and the Institution shall repay to Diabetes UK in full any instalments of the Grant already paid.

5.10 In the event that the agreed Project activities are completed without spending the full amount of the Grant, the Institution must repay all unspent sums to Diabetes UK.

6. Equipment

6.1 The Institution warrants that it has in place, and will continue to have in place through the Grant Period, formal written policies and procedures governing the

procurement of equipment. Any equipment funded by the Grant must be procured in accordance with such policies and procedures.

6.2 During the Grant Period, the Institution will ensure that any equipment funded by the Grant:

6.2.1 is appropriately insured;

6.2.2 properly serviced and maintained in a state of good repair; and

6.2.3 that the use of such equipment for the conduct of the Project is given priority.

6.3 The Grantholder will notify Diabetes UK if, during the Grant Period, the need for equipment funded wholly or in part by the Grant for undertaking the Project substantially decreases, or such equipment is not being used for the Project. Diabetes UK reserves the right to request that the Institution dispose of such equipment and to claim the proceeds of such sale.

6.4 Subject to clause 4.4, it is agreed that any equipment funded by the Grant is owned absolutely by the Institution and that, after the end of the Grant Period, the Institution shall have absolute discretion in relation to the maintenance and use of such equipment.

6.5 Subject to clause 4.4, the Institution will be responsible for ensuring that appropriate premises are made available to house the equipment funded by the Grant during the Grant Period.

7. Personnel

7.1 Notwithstanding any financial support awarded as part of the Grant for the employment of personnel, nothing in the Agreement is intended to, or shall, create a relationship of employment between Diabetes UK and the Institution, Grantholder or any other personnel involved in the Project. Diabetes UK will not be responsible for any claim of redundancy, compensation, dismissal or discrimination in respect of which the Institution may be liable in connection with the Project whether as employer or not.

7.2 The Institution shall be solely responsible for complying with any applicable employment related laws, regulations and practices in relation to the Grantholder and any other personnel engaged in the Project, including health and safety legislation.

7.3 The Institution shall be responsible for ensuring that it enters into written contracts of employment or consultancy (as appropriate) with the Grantholder and any other personnel (including students) involved in the Project. The Institution warrants that such written contracts shall include appropriate provisions ensuring that any Grant Funded Intellectual Property vests in the Institution.

7.4 The Institution will indemnify Diabetes UK and the Funder in respect of any loss or damage suffered by Diabetes UK arising out of any claim by the Grantholder or any other personnel involved in the Project that such person is employed by, or otherwise engaged to provide services to, Diabetes UK.

7.5 The Institution will ensure that the Grantholder and any other personnel involved in the Project comply with the terms of the Agreement.

7.6 The Institution will promptly notify Diabetes UK and the Funder of any change in personnel which may affect its ability to conduct the Project. Diabetes UK shall be entitled to decrease the Grant value to reflect any change in personnel where the level of qualification of a new person engaged is lesser than that specified in the Application Form.

8. Publication of Results

8.1 It is a condition of the award of the Grant that the Results be promptly published or otherwise disseminated in an appropriate form (for example, articles in peer-reviewed journals, presentations at scientific conferences and lectures) and in a manner that achieves public benefit.

8.2 Prior to the publication of the Results in any format:

8.2.1 the Institution and Grantholder shall comply with any procedures adopted by the Institution for the confirmation and validation of results of research prior to publication;

8.2.2 the Institution and the Grantholder shall give Diabetes UK and the Funder reasonable advanced notice of any media statement connected to the whole or part of the Results and Diabetes UK and the Funder may approve or not approve such statement as it sees fit at its absolute discretion; and

8.2.3 the Institution and the Grantholder shall provide copies of all articles, presentations and lectures based in whole or part on the Results to Diabetes UK and the Funder, which shall include likely publication or presentation dates and an assessment of the significance of the article, presentation or lecture.

8.3 Diabetes UK's role as grantor and SMF's role as Funder of the Grant must be acknowledged in all publications and patent applications which include the whole or part of the Results. Such acknowledgement should, unless otherwise agreed with Diabetes UK, include the prominent display of the following words:

This work was supported on behalf of the "Steve Morgan Foundation Type 1 Diabetes Grand Challenge" by Diabetes UK and SMF (grant number [xxx]).

8.4 The Results must be published in accordance with Diabetes UK's open access policy (www.diabetes.org.uk/grantconditions), which includes a requirement that any

publication in a peer-reviewed journal be archived to the European PubMed repository within 6 months of the end of the Grant Period.

8.5 Publication of Results may be reasonably delayed to enable protection of Grant Funded Intellectual Property in accordance with clause 11 of these Conditions.

8.6 Subject to clause 10.5, Diabetes UK and the Funder reserve the right to publish (in part or in full) any information provided in any Report and/or the Results unless such information is specifically designated as confidential by the Grantholder or Diabetes UK is informed in writing that, in the reasonable opinion of the Institution, the Report contains information which is likely to adversely affect the Institution's ability to publish the Results or seek Intellectual Property protection for Grant Funded Intellectual Property.

8.7 When speaking publicly about the Project, whether to the media or otherwise, the Institution shall ensure the Grantholder and other representatives of the Institution:

8.7.1 notify the Diabetes UK Press Office and the Funder (providing reasonable details of the proposed public communication) a reasonable amount of time in advance so that Diabetes UK and the Funder can ensure that the Results and the Project are presented in a balanced and responsible manner, and

8.7.2 comply with any reasonable requests made by the Diabetes UK Press Office and the Funder;

8.7.3 acknowledge Diabetes UK as grantor and SMF as a Funder of the Project when discussing the Project in public, and

8.7.4 clearly state that any views expressed while discussing the Project publicly are their personal views and not the views of Diabetes UK or SMF unless otherwise agreed in writing.

8.8 The Grantholder and Institution agree the Grantholder and other representatives of the Institution are not authorised to hold themselves out as spokespersons or representatives of Diabetes UK or SMF, or to state (whether expressly or impliedly) that Diabetes UK or SMF endorses their activities other than as expressly set out in the Agreement.

8.9 It is a condition of the Grant award that the Grantholder attends the annual Diabetes UK Professional Conference at least once during the Grant Period and submits an abstract or applies to participate in an oral or poster presentation or to give a lecture at the conference at least once during the Grant Period. Neither the Funder or Diabetes UK shall be responsible for any costs associated with the Grantholder (and/or other personnel involved in the Project) attending the conference, unless costs associated with attending the conference have been included in the Application Form accepted for a

grant from Diabetes UK funded by SMF. The funds requested for attendance may not be used for any other purpose.

9. Sharing research data, software and biological materials

Diabetes UK is committed to ensuring that the Results are utilised for public benefit. The Grantholder and the Institution shall ensure that all Results constituting research data underpinning scientific publications made pursuant to clause 8 (and any associated software required to view or analyse datasets) will be made available for use by other researchers no later than the date of publication of the corresponding Results as required by clause 8 above. Where Results constituting biological materials are generated, the Institution shall make such materials available to other researchers with as few restrictions as possible to maximise availability and no later than the date of the publication reporting use of such materials as required by clause 8 above. Where possible, such research data and materials shall be shared through recognised scientific repositories at the Institution's cost (unless otherwise agreed). The sharing requirements of this clause 9 shall be subject to reasonable exceptions in order to permit the Institution to seek Intellectual Property right protections pursuant to clause 11.

10. Reporting

10.1 The Grantholder will submit an Annual Report to Diabetes UK within two weeks of the anniversary of commencement of the Grant Period (as set out in the Award Letter) and on each subsequent anniversary during the Grant Period. If Diabetes UK reasonably considers that an Annual Report is not satisfactory, it may request the Institution and the Grantholder to provide additional information and/or may suspend or terminate the Grant at its absolute discretion.

10.2 Diabetes UK reserves the right to request the Grantholder and the Institution to provide Interim Reports setting out progress against agreed milestones as set out in the project application and other such information as Diabetes UK reasonably requires.

10.3 Within 6 weeks of the end of the Grant Period (unless otherwise expressly agreed in writing by Diabetes UK), the Grantholder will submit the Final Report to Diabetes UK and the Funder. If Diabetes UK reasonably considers that the Final Report is not satisfactory, it may request the Institution and the Grantholder to provide additional information and/or to provide a revised Final Report. If Diabetes UK or the Funder do not receive a Final Report which it reasonably considers to be satisfactory within 6 months of the end of the Grant Period, and unless Diabetes UK and the Funder agree to extend the period for receipt of a satisfactory Final Report pursuant to clause 5.3, the Grantholder and the Institution shall cease to be entitled to receive payment of the final instalment of the Grant.

10.4 In addition to the other reporting requirements set out at this clause 10, the Grantholder will be required:

10.4.1 during the Grant Period on an annual basis to submit details of the Results achieved in the preceding year, any publications and the generation and exploitation of Grant Funded Intellectual Property, and

10.4.2 for up to ten years after the end of the Grant Period upon request by Diabetes UK to submit details of the long term impact of the Grant, including:

- (a) details of any further publications reporting Results,
- (b) commercial exploitation of Grant Funded Intellectual Property, and
- (c) the clinical impact of any Results

("Impact Report(s)"), through a reporting portal nominated by Diabetes UK at the end of the Grant Period.

10.5 It is acknowledged that the Reports may contain details of commercially exploitable Grant Funded Intellectual Property. Subject to the Institution notifying Diabetes UK and SMF that it considers a Report contains commercially exploitable Grant Funded Intellectual Property, all parties will maintain the relevant sections of such Report as confidential in accordance with clause 13 until an application for the protection of such Grant Funded Intellectual Property has been filed or the parties agree that there is no further requirement to maintain confidentiality.

11. Intellectual Property and Exploitation

11.1 The Institution and the Grantholder acknowledge that Diabetes UK and SMF are under a duty to ensure that the Results (whether in whole or in part) are applied for the public benefit, and agree that this may require the protection and commercial exploitation of Grant Funded Intellectual Property.

11.2 The Institution shall take all reasonable steps to identify and where relevant exploit any element of the Results and/or Grant Funded Intellectual Property that may be applied for public benefit (whether by sharing with other researchers pursuant to clause 9 or by commercial exploitation pursuant to this clause 11).

11.3 The Institution grants Diabetes UK and SMF a perpetual, irrevocable, worldwide, non-exclusive royalty free licence (with the right to sub-licence at Diabetes UK's discretion) to use the Results, the Grant Funded Intellectual Property and any information in the Reports for non-commercial research, teaching and publicity purposes. Such licence is granted on the condition that Diabetes UK and SMF: (i) maintain the confidentiality of information in Reports as required by the Conditions, and

(ii) do not exploit the Grant Funded Intellectual Property for commercial purposes (iii) do not compromise publication of the Results.

11.4 The Institution and the Grantholder shall have the right to use the Results and any Grant Funded Intellectual Property for the purposes of non-commercial research and teaching outside of the Project without requiring prior notification to, or the approval of, Diabetes UK or SMF, subject to the other provisions set out in the Agreement.

11.5 Where the Institution has identified commercially exploitable Grant Funded Intellectual Property the Institution will not without the prior written consent of Diabetes UK and the Funder, which shall not be unreasonably withheld or delayed, licence, assign, charge or otherwise grant any rights over the Grant Funded Intellectual Property other than a) to not-for-profit organisations for non-commercial research or b) to its TTO who may not licence, assign, charge or otherwise grant any rights over the Grant Funded Intellectual Property without the prior written consent of Diabetes UK and the Funder.

11.6 The Institution shall not at any time enter into any agreement, arrangement, joint venture, collaboration, competitive project or other dealing whatsoever with any other person or body which is reasonably likely to affect, conflict with or prejudice the rights of Diabetes UK or SMF under the Agreement, or which is reasonably likely to prejudice the general objectives of the Project without Diabetes UK and SMF's prior written consent, which shall not be unreasonably withheld or delayed.

11.7 It is a condition of Diabetes UK and SMF granting consent under clause 11.5 to the Institution to commercially exploit specific Grant Funded Intellectual Property that the Institution enters into a Revenue Sharing Agreement with Diabetes UK and SMF in relation to any revenue obtained as a result of the commercial exploitation of such Grant Funded Intellectual Property prior to the grant of any rights (other than to not-for-profit organisations for non-commercial research, or to its TTO who may not licence, assign, charge or otherwise grant any rights over the Grant Funded Intellectual Property without the prior written consent of Diabetes UK and SMF) over the Grant Funded Intellectual Property.

11.8 Diabetes UK or SMF may, at any time, each withhold its consent to the Institution for commercial exploitation of specific Grant Funded Intellectual Property if it reasonably considers that the proposed exploitation may conflict with its charitable objectives.

11.9 The Institution shall take all reasonable steps to promptly protect any Grant Funded Intellectual Property and will use all reasonable endeavours to do this within six months of the end of the Grant Period. If the Institution elects not to protect and/or commercially exploit Grant Funded Intellectual Property that Diabetes UK and SMF reasonably consider should be protected and/or commercially exploited: (i) before the corresponding Results are published or otherwise disclosed; or (ii) within six months of the end of the Grant Period, whichever is the earlier, then Diabetes UK and SMF will

together have the right but not the duty to protect and/or exploit such Grant Funded Intellectual Property. Diabetes UK and SMF will notify the Institution in writing that they wish to seek protection and commercial exploitation of such Grant Funded Intellectual Property, and the Institution will provide all assistance reasonably requested by Diabetes UK and SMF, at Diabetes UK and SMF's cost, in connection with such protection and exploitation (and will use all reasonable endeavours to ensure that the Grantholder and its other employees, students and agents comply with any such reasonable requests). Such assistance shall include licencing, assigning or otherwise transferring all rights in the Grant Funded Intellectual Property to Diabetes UK and SMF at no cost to Diabetes UK or SMF (provided always that each of Diabetes UK and SMF promptly take reasonable steps to agree a revenue sharing arrangement with the Institution on substantially the same terms as the Revenue Sharing Agreement).

11.10 The Institution and Grantholder agree that Diabetes UK may appoint a third party to assist it in the identification, protection, management and exploitation of Grant Funded Intellectual Property. Diabetes UK may disclose information relating to the Grant and the Project, including the Reports and Results, to such third party provided always that such third party is under a written obligation to Diabetes UK to maintain the confidentiality of such information and to only use such information to assist Diabetes UK in the identification, protection, management and exploitation of such Intellectual Property. The Institution and the Grantholder will co-operate with any such third party appointed by Diabetes UK.

12. Limitation of Liability

12.1 Neither Diabetes UK or SMF will be liable to the Grantholder and the Institution to the extent that any loss or damage suffered by the Grantholder and/or the Institution is attributable to the breach of the obligations of either Diabetes UK or SMF (as the case may be) under the Agreement. The total aggregate liability of Diabetes UK and SMF to the Grantholder and the Institution together shall be limited to the amount of the Grant.

12.2 Save as set out in clause 12.1, neither Diabetes UK or SMF will be liable:

12.2.1 for any loss or damage suffered by the Institution or the Grantholder as a result of their involvement in the Project; or

12.2.2 subject to clause 5.7, for any costs or expenditure in excess of the Grant.

12.3 Subject to clause 12.1, the Institution will indemnify each of Diabetes UK and SMF against any and all loss and damage suffered by Diabetes UK and SMF arising from or in connection with the conduct of the Project. The Institution's liability under this clause 12.3 shall be limited to the total amount of the Grant.

12.4 Nothing in the Agreement is intended or shall limit or exclude the liability of one party to another to the extent that such liability may not be limited or excluded by applicable law.

13. Confidentiality, Data Protection and Freedom of Information

13.1 Each party acknowledges that, as a result of the Agreement, it may acquire confidential information relating to another party that is not connected to the Grant and the Project. Subject to the express terms of the Agreement, each party agrees that it shall keep such information confidential to the extent that such information is not available in the public domain unless required to disclose it by applicable law or statutory regulation or order of a court of competent jurisdiction.

13.2 Information relating specifically to the Grant and the Project which has not been published shall be kept confidential save as set out in the Agreement or expressly agreed by the parties in writing. The Institution and the Grantholder may disclose information about the Grant and the Project to their scientific collaborators and any co-applicants under similar conditions of confidentiality.

13.3 All parties will comply with the Data Protection Legislation in relation to their handling of personal data in relation to the Grant and the Project.

13.4 The Institution and the Grantholder agree that in order to administer and manage the Grant, Diabetes UK and SMF and any party appointed by Diabetes UK under clause 11.10, will collect, store and use the personal data of the persons working on the Project and Institution staff involved in managing the Grant on behalf of the Institution. Each of Diabetes UK and SMF will be a data controller for such purpose. The Institution and the Grantholder warrant that they have obtained the consent of any persons working on the Project to the disclosure of their personal data to Diabetes UK and SMF and the use of their information by Diabetes UK and SMF as set out in the Diabetes UK research [privacy policy \(https://www.diabetes.org.uk/resources-s3/2019-12/Research%20privacy%20notice_V02%20Aug%202019_FINAL_0.pdf\)](https://www.diabetes.org.uk/resources-s3/2019-12/Research%20privacy%20notice_V02%20Aug%202019_FINAL_0.pdf) and any policy notified by SMF.

13.5 The parties acknowledge that the Institution is subject to the Freedom of Information Act 2002 (or equivalent legislation in other jurisdictions) (“FOIA”). If the Institution receives a request for information under the FOIA in connection with the Project, it will promptly notify Diabetes UK and SMF and comply with any reasonable request made by Diabetes UK or SMF in connection with its response to such request.

14. Termination/Suspension

14.1 The Agreement shall commence on the date that Diabetes UK and SMF receive the Award Letter signed by both the Institution and the Grantholder. It shall continue in force unless terminated earlier in accordance with this clause 14 until: (i) the date upon which the Final Report is approved by Diabetes UK and the final instalment of the Grant paid by Diabetes UK (whichever is later), or (ii) 6 months following the end of the Grant Period if Diabetes UK and SMF have not received a satisfactory Final Report by such date and has declined to extend the period for submission of such report pursuant to clause 5.3, when it will terminate automatically (unless otherwise expressly agreed in writing between the parties).

14.2 Diabetes UK shall be entitled to suspend payment of further instalments of the Grant at any time, and to require the Institution to suspend the Project, if Diabetes UK or SMF reasonably believe that:

14.2.1 the Institution, the Grantholder and/or the implementation of the Project is in material or repeated breach of any of the Policies;

14.2.2 the Institution or the Grantholder or any personnel involved in the Project is/are in material or repeated breach of any term set out in the Agreement;

14.2.3 the Grantholder is no longer leading and managing the Project without the prior consent of Diabetes UK; or

14.2.4 a serious incident (in the reasonable opinion of Diabetes UK) has occurred in connection with implementation of the Project, including scientific misconduct on the part of personnel involved in the Project.

14.3 The provisions of clause 3.3 shall apply in circumstances where any allegation of scientific misconduct is made in relation to the Grantholder and/or any personnel involved in the Project. The provisions of clause 3.3 shall continue to apply after the end of the Grant Period.

14.4 Diabetes UK or SMF shall be entitled to terminate the Agreement at any time by giving one month's notice in writing to the other parties.

14.5 The Institution and the Grantholder may together terminate the Agreement by notice in writing signed by both parties if Diabetes UK or SMF is in material or repeated breach of its obligations under the Agreement.

14.6 On termination of the Agreement and subject to clause 14.7, Diabetes UK shall cease to be liable to pay any further instalments of the Grant and SMF's obligations to fund such instalments shall cease.

14.7 On termination of the Agreement by Diabetes UK or SMF for reasons other than the Institution or the Grantholder's material or repeated breach of the terms of the Agreement, Diabetes UK will reimburse the Institution and the Grantholder for any costs and expenses reasonably and properly incurred in connection with the Project that are not covered by instalments of the Grant already paid at the date of termination. The Institution and the Grantholder shall provide reasonable documentary evidence in relation to such costs and expenses.

14.8 Diabetes UK shall not be required to reimburse the Institution or the Grantholder in respect of costs and expenses incurred where termination is as a result of the Institution or the Grantholder's material or repeated breach of the terms of the Agreement.

14.9 If, at the date of termination of the Agreement, the Institution holds any Grant funds that have not been allocated to properly incurred expenditure in connection with the Project, the Institution shall promptly repay such funds to Diabetes UK and the Funder. The Institution and the Grantholder shall provide reasonable documentary evidence of properly incurred expenditure.

14.10 Termination shall be without prejudice to any accrued rights, in particular to the continuing reporting requirements set out at clause 10 and any rights to exploit Intellectual Property pursuant to clause 11 of these Conditions.

15. General

15.1 Precedence

To the extent that there is any conflict between the terms of these Conditions and the terms set out in the Award Letter, the terms set out in the Award Letter shall take precedence. To the extent that there is any conflict between the terms of these Conditions and the Application Form, the terms set out in the Conditions shall take precedence.

15.2 Variation

Diabetes UK and SMF together reserve the right to amend any term of the Conditions at any time where such amendment is required by applicable laws or regulations, or in order to comply with the recommended standards of anybody with jurisdiction over the Project or Diabetes UK or SMF, or where Diabetes UK or SMF reasonably believes that such change is necessary to ensure that the Conditions comply with Association of Medical Research Charities guidelines from time to time. Diabetes UK will publish any such changes on its website at www.diabetes.org.uk/grantconditions and shall notify the Institution in writing of any such changes.

Any other changes must be agreed in writing between the parties.

15.3 Third Party Rights

Nothing in the Agreement shall grant any rights to any third party under the Contracts (Rights of Third Parties) Act 1999 (as amended) save that Diabetes UK Services Limited and SMF shall be entitled to enforce Diabetes UK's rights hereunder.

15.4 Whole Agreement

The Agreement sets out the entire agreement of the parties in relation to the award of the Grant and the Project. The parties agree that, in entering into the Agreement, they have not relied on any statements, representations or warranties save those set out in the Agreement.

15.5 Force Majeure

In the event that any party is delayed in performing its obligations under the Agreement by reason of circumstances beyond its reasonable control or anticipation (which includes without limitation to acts of God, flood, drought, earthquake or other natural disaster, epidemic, pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or any action taken by a government or public authority, collapse of buildings, fire, explosion or accident any labour or trade dispute, strikes, industrial action or lockouts, non-performance by suppliers or subcontractors, interruption or failure of utility service or declaration of a period of national mourning) ("Delaying Circumstances"), it shall be excused from performance of such obligations for the period for which such Delaying Circumstances continue in force, provided it promptly notifies the other parties of such circumstances and the expected duration of the delay. The affected party shall take all reasonable steps to minimise the Delaying Circumstances. If the delay continues for a period of six weeks, any of the unaffected party/ies may elect to terminate the Agreement by written notice to the other parties. If the Institution or Grantholder is the party affected by Delaying Circumstances, Diabetes UK shall not be required to pay any further instalments of the Grant (even if such payment is due) until the Delaying Circumstances have come to an end.

15.6 Interpretation

Any phrase introduced by terms such as 'including', 'for example' and/or 'in particular' shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

Any reference to legislation, regulation or policy shall be deemed to include any subordinate legislation or regulation, and to refer to such legislation, regulation or policy as amended from time to time.

The expressions 'in writing' or 'written' shall include email and documents transmitted electronically.

15.7 Jurisdiction

The Agreement shall be subject to the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England & Wales.