



TERMS AND CONDITIONS RELATING TO A GRANT OFFERED BY THE EPILEPSY RESEARCH INSTITUTE

The following Terms and Conditions apply to any grant offered by the Epilepsy Research Institute and accepted by the named Grantholder(s) and their employing Institution.

Once a signed copy of the Terms and Conditions has been received by the Epilepsy Research Institute, it will be understood that the Grantholder(s) and Institution have accepted the Terms and Conditions. No grant monies will be released until a signed copy of the Terms and Conditions has been received by the Epilepsy Research Institute.

Agreement

Dated:

Between

(a)

Hereinafter known as 'the Institution'

(b)

Principal investigator and hereinafter known as 'the Grantholder'

And the Epilepsy Research Institute, Churchill House Red Lion Square London WC1R 4SG

Whereas the Epilepsy Research Institute has agreed to support ' ' (hereinafter known as 'the Project'), to be undertaken by the Grantholder, during the agreed timescale, and to make available to the Institution the sum of £ , it is now agreed as follows:

Definitions

“Agreement”	Means the Application Form, the Award Letter, the Conditions and the Policies, as amended from time to time in accordance with their terms.
“Application Form”	Means the full grant proposal submitted to the Epilepsy Research Institute by the Grantholder, outlining the research to be undertaken, the budget and breakdown of costs and the research timelines and milestones.
“Award Letter”	Means the letter from the Epilepsy Research Institute to the Institution and Grantholder, specifying the details of the financial support awarded and the research to be funded.
“Conditions”	Means these Terms & Conditions.
“The Epilepsy Research Institute”	This is the Epilepsy Research Institute, registered charity no. 1100394.
“Final Report”	This is the report to be issued by the Grantholder, four months after the Project end date, detailing the Results of the Project and the extent to which the stated aims of the Project have been achieved, and confirming any exploitable Intellectual Property developed.
“Grant”	Means the financial support to be provided by the Epilepsy Research Institute in relation to the Project.
“Grantholder”	Means the principal investigator; the person to whom the Grant is assigned and who will be 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 (direct result of the Project, 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 in whole or in part).
“Grant Period”	Means the period for which the Grant is awarded as set out in the Award Letter.
“Institution”	Means the university, institution, research council or other body to which the Grant is awarded, which is responsible for managing the proper conduct of the Project and is accountable for financial management of the Grant.
“Intellectual Property”	Means any and all inventions, discoveries, materials (including cell lines, modified organisms, nucleic acid components and peptides), technologies, products, data, algorithms, software, patents, databases, copyright, moral rights, know-how, good will and all other intellectual property rights, whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world arising out of or in connection with the Project.
“Interim Report”	Means the annual report to be issued to the Epilepsy Research Institute by the Grantholder, setting out a summary of research undertaken in connection with the Project during the previous year, an analysis of

	progress made in relation to the stated aims of the Project and confirmation of any potentially exploitable Intellectual Property developed.
"Policies"	This refers to the Epilepsy Research Institute's policies for research involving humans and animals.
"Project"	Means the research, funded by the Grant, to be carried out by the Grantholder as set out in the Application Form, and any subsequent letters between the Epilepsy Research Institute and the Grantholder and Institution relating to the project, setting out full details of the proposed research to be carried out.
"Results"	Means any and all information, data and/or findings developed or created in connection with the Project.
"Revenue Sharing Agreement"	Means the agreed terms upon which any revenue earned from Intellectual Property in the Project will be shared between the Institution and the Epilepsy Research Institute.
"Terms"	Interchangeable with 'terms of this Agreement'.

1. Research Practice

- 1.1 The Institution and the Grantholder will at all times during the continuance of this Agreement comply with the terms of this Agreement and any laws and regulations (as amended from time to time) applicable to the Project and this Agreement including human tissue legislation, health & safety legislation, the Data Protection Act 2018, the General Data Protection Regulation (GDPR) and the Bribery Act 2010.
- 1.2 Prior to the commencement of the Project, the Grantholder and the Institution will obtain any and all licences, consents and approvals (including ethics and NHS governance approvals) necessary to the conduct of the Project, will continue to hold such licences, consents and approvals during the Grant Period, and will provide the Epilepsy Research Institute with copies of such approvals, licences and consents when requested. The Epilepsy Research Institute may refuse to release Grant monies until it has received copies of the necessary approvals, licences and consents. For the avoidance of doubt, this does not include consents from individual NHS patients recruited as study participants to participate in the research activities at the study site(s).
- 1.3 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 procedures for the following:
 - 1.3.1 identification and management of ethical issues connected to the Project. The Institution will notify the Epilepsy Research Institute of any ethical issues connected to the Project and will keep the Epilepsy Research Institute informed of any actions taken in relation to such issues.
 - 1.3.2 identification and management of potential conflicts of interest in connection with the Project. The Institution will notify the Epilepsy Research Institute of any conflicts of interest that arise and will keep the Epilepsy Research Institute informed of any actions taken in relation to such issues.
- 1.4 The Grantholder and the Institution will also comply with the Epilepsy Research Institute's policies on the use of animals and humans in medical research: <https://epilepsyresearch.org.uk/our-research/research-strategy/>
- 1.5 If at any time during or after the Grant Period, allegations of research misconduct are made in relation to the Grant, or in relation to the Grantholder in connection with any other research, and are, in the reasonable opinion of the Epilepsy Research Institute, substantiated, the Epilepsy Research Institute reserves the right to take such steps as it, at its absolute discretion, considers appropriate, which may include (but is not limited to):
 - 1.5.1 Requiring the Institution to remove the Grantholder from the Project;
 - 1.5.2 Requiring the Institution and/or Grantholder to retract published material;
 - 1.5.3 Withholding payment of subsequent instalments of the Grant, or requiring the Institution to reimburse the Epilepsy Research Institute for some or all instalments of the Grant already paid;
 - 1.5.4 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 the Epilepsy Research Institute to facilitate this;
 - 1.5.5 Terminating the Grant with immediate effect.
- 1.6 The Institution will promptly notify the Epilepsy Research Institute of any incident connected to the Project (which the Institution at its reasonable discretion considers relevant to the Epilepsy Research Institute's rights and interests in the Project) and will keep the Epilepsy Research Institute promptly informed of any developments connected to an incident.
- 1.7 The Institution will ensure that full details of any other third party funding granted to it in connection with the Project will be included in the Application Form, or, if obtained subsequently to the Epilepsy Research Institute's acceptance of the Application Form, that it promptly notifies the Epilepsy Research Institute in writing with full details of such funding.

2. Project Management

- 2.1 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.
- 2.2 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 acknowledge that the Grant may only be used to meet costs connected to the Project.
- 2.3 The Epilepsy Research Institute may at any time during or after the Grant Period request financial information in connection with the Grant and the Project. The Epilepsy Research Institute 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 the Epilepsy Research Institute (or such third party) access to its records and premises during business hours for the conduct of such audit subject to the Epilepsy Research Institute providing reasonable written notice of such access.
- 2.4 The Epilepsy Research Institute will consider a request by the Grantholder or the Institution to transfer the Grant to a different university, institution, research council or other similar body. Any such transfer will require the prior written consent of the Epilepsy Research Institute, such consent not to be unreasonably withheld or delayed, shall be at no additional cost to The Epilepsy Research Institute and may include such conditions as the Epilepsy Research Institute in its discretion thinks fit. The Epilepsy Research Institute will also consider requests to transfer the Grant to a principal investigator other than the Grantholder.

3. Payment of Grant

- 3.1 The Epilepsy Research Institute may refuse to release monies relating to the Grant if requested copies of all approvals, licences and consents relating to the Project have not been received.
- 3.2 The Institution will invoice the Epilepsy Research Institute quarterly, in arrears, for work carried out relating to the Project and in line with the approved budget for the Project
- 3.3 The Epilepsy Research Institute reserves the right to withhold payment of invoices for the Project if Interim Reports and Final Reports are not submitted.
- 3.4 The Institution will submit the final invoice for the Project to the Epilepsy Research Institute within 12 months of the Grant Period ending. After 12 months, the Epilepsy Research Institute reserves the right to refuse payment of the final invoice.
- 3.5 The Epilepsy Research Institute 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. Where the Grant includes an allocation for salary costs, the Epilepsy Research Institute will not be liable to pay any salary costs in addition to those expressly set out in the Application Form.
- 3.6 Any requests to transfers costs between budget lines within the Grant must be submitted to the Epilepsy Research Institute in advance. The Epilepsy Research Institute will consider such requests, in consultation with the Scientific Advisory Committee, and inform the Grantholder of the outcome.
- 3.7 All Grant amounts detailed in the Award Letter are not subject to output VAT.

3.8 The Epilepsy Research Institute will only be responsible for paying directly incurred costs of research. It will not be responsible for any indirectly incurred or directly allocated costs. 'Directly incurred costs', 'indirectly incurred costs' and 'directly allocated costs' shall have the meanings attributed to them from time to time by Research Councils UK.

3.9 The Grantholder must commence work on the Project within 12 months of receiving the Award Letter. If the Project has not started within 12 months of the date of the Award Letter, the Epilepsy Research Institute may withdraw the Grant.

3.10 If the Project is completed for less than the full Grant, as outlined in the Award Letter, the Epilepsy Research Institute will retain the outstanding balance.

4. Equipment

4.1 The Institution warrants that it has in place, and will continue to have in place through the Grant Period, formal written policies governing the procurement of equipment. Any equipment funded by the Grant must be procured in accordance with such procedures.

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

4.2.1 is appropriately insured;

4.2.2 is properly serviced and maintained in a state of good repair; and

4.2.3 that the use of such equipment by personnel for the conduct of the Project is given priority.

4.3 The Grantholder will notify the Epilepsy Research Institute if, during the Grant Period, the need for equipment purchased wholly or in part by the Grant substantially decreases, or such equipment is not being used for the purpose for which it was funded. The Epilepsy Research Institute reserves the right to request that the Institution dispose of such equipment and to claim the proceeds of such sale.

4.4 It is acknowledged and 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.

4.5 The Institution will be responsible for ensuring that appropriate premises are made available to house the equipment during the Grant Period.

5. Personnel

5.1 Notwithstanding any financial support awarded as part of the Grant for the employment of personnel, nothing in this Agreement is intended to, or shall, create a relationship of employment between the Epilepsy Research Institute and the Grantholder or any other personnel involved in the Project. The Epilepsy Research Institute 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.

5.2 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.

5.3 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 contracts shall include appropriate provisions ensuring that any Grant Funded Intellectual Property vests in the Institution.

5.4 The Institution will indemnify the Epilepsy Research Institute in respect of any loss or damage suffered by the Epilepsy Research Institute arising out any claim by the Grantholder or any other personnel involved in the Project that such person is employed or otherwise engaged to provide services by the Epilepsy Research Institute.

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

5.6 The Institution will promptly notify the Epilepsy Research Institute of any change in personnel that may affect its ability to conduct the Project. The Epilepsy Research Institute shall be entitled to decrease the Grant 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.

6. Publication of Research

6.1 It is a condition of the award of the Grant that the Results are published in an appropriate form (for example, articles in peer-reviewed journals and lectures).

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

6.2.1 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;

6.2.2 the Institution and the Grantholder shall give the Epilepsy Research Institute reasonable advanced notice of any press/media statement connected to the whole or part of the Results and The Epilepsy Research Institute may approve or not approve such statement as it sees fit at its absolute discretion; and

6.2.3 the Institution and the Grantholder shall provide electronic copies of all articles based in whole or part on the Results to the Epilepsy Research Institute.

6.3 The Epilepsy Research Institute's role as funder of the Grant must be acknowledged in all publications and patent applications that include the whole or part of the Results. Such acknowledgement should, unless otherwise agreed with the Epilepsy Research Institute, include the prominent display of the following words: *This work was supported by the Epilepsy Research Institute (grant reference [xxx]).*

6.4 Publication of Results may be reasonably delayed to enable protection of Grant Funded Intellectual Property in accordance with clause 8 of these Conditions.

6.5 The Institution and the Grantholder shall not without the prior written consent of the Epilepsy Research Institute communicate any information concerning the Project and/or the Results with any third parties to the intent or with the expectation that such information will be posted or referred to online or on social media in any manner. Nothing in this Clause shall prevent the Institution and the Grantholder from communicating any information concerning the Project and/or the results to any academic institution, its academic staff and researchers for genuine academic or research purposes.

6.6 The Epilepsy Research Institute reserves the right to publish (in part or in full) any information provided in any Interim Report, the Final Report, the Researchfish submission (referred to in clause 7.4) and/or the Results, unless such information is specifically designated as confidential by the Grantholder, or in the reasonable opinion of the Institution contains information that is likely to adversely affect the Institution's ability to seek protection for Grant Funded Intellectual Property.

6.7 The Grantholder will alert the Institution's press office upon receipt of the award and keep them informed of the Results (with a view to the preparation and circulation of press releases by the press office).

6.8 When speaking publicly about the Project, whether to the media or otherwise, the Grantholder and other representatives of the Institution should notify the Epilepsy Research Institute a reasonable amount of time in advance and should comply with any reasonable requests made by the Epilepsy Research Institute Press. The Grantholder and other representatives of the Institution must acknowledge the Epilepsy Research Institute as a funder of the Project when discussing the Project in public.

6.9 The Grantholder and other representatives of the Institution are not authorised to hold themselves out as spokespeople or representatives of the Epilepsy Research Institute, or to state (whether expressly or impliedly) that the Epilepsy Research Institute endorses their activities, other than as expressly set out in the terms of this Agreement. The Grantholder and other representatives of the Institution should ensure that they clearly state that any views expressed while discussing the Project publicly are their personal views and not the views of the Epilepsy Research Institute unless otherwise agreed in writing.

7. Reporting

7.1 The Grantholder will submit an Interim Report to the Epilepsy Research Institute each year when requested and by the deadline given.

7.2 The Grantholder will submit a Final Report to the Epilepsy Research Institute when requested and by the given deadline.

7.3 If the Epilepsy Research Institute considers that the information submitted via reports is not satisfactory, it reserves the right to request the Grantholder and the Institution to provide additional information and/or a revised report. Additional reports may also be requested at any time. The Epilepsy Research Institute may refuse to pay invoices if Interim and/or Final Reports are not completed to a satisfactory quality and timeframe.

7.4 In addition to the other reporting requirements set out at this clause, the Grantholder will be required annually, both during the Grant Period and for at least three years after the end of the Grant Period, to submit the Project outputs achieved in the preceding year via the Researchfish portal.

7.5 It is acknowledged that the Interim Report and/or the Final Report may contain details of exploitable Grant Funded Intellectual Property. Subject to the Institution notifying the Epilepsy Research Institute that it considers a Report contains exploitable Grant Funded Intellectual Property in the case of the Epilepsy Research Institute, both parties will maintain the relevant sections of such Reports as confidential, until protection of such Grant Funded Intellectual Property has been obtained or the parties agree that there is no further requirement to maintain confidentiality.

8. Intellectual Property and Exploitation

8.1 The Institution and the Grantholder acknowledge that the Epilepsy Research Institute is under a duty to ensure that the Results (whether in whole or in part) are applied for the public benefit, and that this may require the protection and exploitation of Grant Funded Intellectual Property.

8.2 The Institution is responsible for taking all reasonable steps to identify and, where relevant, exploit any element of the Results that may be applied for public benefit. It is a condition of the Grant that, to the extent it does not already have appropriate procedures in place, the Institution develops and implements procedures for the identification, protection, management and exploitation of Grant Funded Intellectual Property.

8.3 The Institution grants the Epilepsy Research Institute a perpetual, irrevocable, worldwide, non-exclusive, royalty-free licence (with the right to sub-licence at the Epilepsy Research Institute's discretion) to use any Intellectual Property in the Results for non-commercial research, teaching and publicity purposes. The Epilepsy Research Institute acknowledges that such licence is granted on the condition that the Epilepsy Research Institute does not exploit the

Grant Funded Intellectual Property for commercial purposes without the express prior written permission of the Institution.

8.4 The Epilepsy Research Institute acknowledges that the Institution and the Grantholder have the right to use any Grant Funded Intellectual Property created or arising from the Project for the purposes of non-commercial research and teaching, subject to the provisions set out in this Agreement.

8.5 If the Institution identifies any Grant Funded Intellectual Property that it believes is capable of exploitation either for commercial purposes or for achieving public benefit, the Institution shall under no circumstances attempt to commercially exploit said intellectual property and must ensure that the Principal Investigator does not attempt to commercially exploit said intellectual property before:

8.5.1 Promptly notifying the Epilepsy Research Institute in writing; and

8.5.2 obtaining the prior written consent of the Epilepsy Research Institute; and

8.5.3 having an appropriate revenue sharing agreement between the Institution and the Epilepsy Research Institute in place. The Parties will use all reasonable endeavours to conclude a revenue sharing agreement within nine months of notification of the generation of Grant Funded Intellectual Property. The Epilepsy Research Institute may, at its absolute discretion, give consent to the Institution's commercialisation of such Grant Funded Intellectual Property before a Revenue Sharing Agreement is concluded. Such consent must be in writing and must not be unreasonably withheld or delayed.

8.6 Following such notification, the Institution and the Epilepsy Research Institute will co-operate in good faith to agree how best to exploit such Intellectual Property (in accordance with this clause 8). If the Epilepsy Research Institute does not respond to the Institution's written notification in relation to Grant Funded Intellectual Property within a period of 90 days from its receipt of such notice, the Institution (or its technology transfer company where appropriate) will have the right to proceed with commercial exploitation of the Grant Funded Intellectual Property without the Epilepsy Research Institute's consent, subject to its compliance as soon as it is reasonably able with clause 8.9.

8.7 The Epilepsy Research Institute may, at any time, withhold permission to the exploitation of Grant Funded Intellectual Property if it reasonably considers that the proposed exploitation may conflict with its charitable objectives, provided always that the Epilepsy Research Institute cannot rescind permission to exploit Grant Funded Intellectual Property where the Institution has entered into a formal written commitment.

8.8 Where the Institution has identified exploitable Grant Funded Intellectual Property, the Institution will not without the Epilepsy Research Institute's prior written consent, which shall not be unreasonably withheld or delayed:

8.8.1 publish or otherwise disclose the Results or any other relevant information until appropriate protection for such Intellectual Property has been obtained;

8.8.2 enter into any 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 the Epilepsy Research Institute under the terms of this Agreement, or which is reasonably likely to prejudice the general objectives of the Project;

8.8.3 sub-license, assign or otherwise transfer its rights to Grant Funded Intellectual Property other than to its technology transfer company, who may not sub-license, assign or otherwise transfer rights in the Intellectual Property without the Epilepsy Research Institute's prior written consent, such consent not to be unreasonably withheld or delayed.

8.9 If the Project has been partly funded by a third party, or to the extent that it builds on Intellectual Property funded by a third party (where such Intellectual Property is clearly identified in the Application Form), the Institution will negotiate an appropriate revenue sharing agreement with such third party subject to the Epilepsy Research Institute's prior written consent to the terms of such agreement, such consent not to be unreasonably withheld or delayed.

8.10 The Institution will be primarily responsible for taking all reasonable steps to 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 exploit Grant Funded Intellectual Property which the Epilepsy Research Institute reasonable considers should be exploited within six months of the end of the Grant Period, then the Epilepsy Research Institute will have the right but not the duty to protect and/or exploit such Intellectual Property. The Epilepsy Research Institute will notify the Institution in writing that it will be seeking protection and exploitation of such Grant Funded Intellectual Property, and the Institution will provide all assistance reasonably requested by the Epilepsy Research Institute, at the Epilepsy Research Institute's cost, in connection with such exploitation and protection (and will use all reasonable endeavours to ensure that its employees, students and agents comply with any such reasonable requests). Such assistance shall include licensing, assigning or otherwise transferring all rights in the Grant Funded Intellectual Property to The Epilepsy Research Institute at no cost to the Epilepsy Research Institute (provided always that the Epilepsy Research Institute promptly takes reasonable steps to agree a Revenue Sharing Agreement with the Institution).

8.11 The Institution and Grantholder acknowledge that the Epilepsy Research Institute may appoint a third party to assist it in the identification, protection, management, and exploitation of Grant Funded Intellectual Property arising out of any research funded by the Epilepsy Research Institute. The Epilepsy Research Institute may disclose information relating to the Grant and the Results to such third party provided always that such third party is under a written obligation to the Epilepsy Research Institute to maintain the confidentiality of such information and to only use such information to assist the Epilepsy Research Institute in the identification, protection, management and exploitation of such Intellectual Property.

9. Limitation of Liability

9.1 The Epilepsy Research Institute 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 Epilepsy Research Institute's breach of its obligation under this Agreement. Epilepsy Research Institute total liability to the Grantholder and the Institution together shall be limited to the amount of the Grant.

9.2 Save as set out in clause 9.1, the Epilepsy Research Institute will not be liable:

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

9.2.2 for any costs or expenditure other than the Grant.

9.3 The Epilepsy Research Institute will not indemnify the Institution, the Grantholder or any other personnel involved in the Project against any claims connected to the Project, howsoever arising.

9.4 Subject to clause 9.1, the Institution will indemnify the Epilepsy Research Institute against any and all loss and damage suffered by the Epilepsy Research Institute as a result of the Project. The Institution shall not be required to indemnify the Epilepsy Research Institute under the Terms for any loss or damage suffered as a result of any Revenue Sharing Agreement entered into by the Epilepsy Research Institute in connection with the Project. Save in respect of any loss or damage arising out of Intellectual Property, the Institution's liability shall be limited to the total amount of the Grant.

9.5 Nothing in this 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.

10. Confidentiality, Data Protection and Freedom of Information

- 10.1 Each party acknowledges that, as a result of this Agreement, it may acquire confidential information relating to another party that is not connected to the Grant or the Project. Subject to the express terms of this 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 regulation.
- 10.2 Information relating specifically to the Grant and the Project shall be kept confidential save as set out in this Agreement of expressly agreed by the parties in writing.
- 10.3 All parties will comply with the General Data Protection Regulation 2018 in relation to their handling of personal data.
- 10.4 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 The Epilepsy Research Institute and comply with any reasonable request made by the Epilepsy Research in connection with its response to such request.
- 10.5 The Epilepsy Research Institute reserves the right to share information relating to funded grants with the Association of Medical Research Charities (AMRC) for reporting and analysis. This may include grant details (e.g., title, amount, dates, summaries, grant type), principal investigator details, and information on research methods.
- 10.6 AMRC may disclose such information to third parties (including, without limitation, Dimensions and the Medical Research Council) and/or make it publicly available. By applying for or accepting funding, applicants and grant holders acknowledge and consent to such data sharing.

11. Termination/Suspension

- 11.1 This Agreement shall commence on the date that the Epilepsy Research Institute receives the confirmation of acceptance of grant signed by both the Institution and the Grantholder. It shall continue in force unless terminated earlier in accordance with this clause 11 until the end of the Grant Period or the date upon which the Final Report is approved by the Epilepsy Research Institute (whichever is later), when it will terminate automatically (unless otherwise expressly agreed in writing between the parties).
- 11.2 The Epilepsy Research Institute shall be entitled to refuse payment of invoices, and to require the Institution to suspend the Project, if at any time the Epilepsy Research Institute reasonably believes that:
 - 11.2.1 the Institution, the Grantholder and/or the Project is in material or repeated breach of any of the Policies;
 - 11.2.2 the Institution or the Grantholder is in material or repeated breach of any term set out in this Agreement;
 - 11.2.3 the Grantholder is no longer leading and managing in the Project without the prior consent of the Epilepsy Research Institute; or
 - 11.2.4 a serious incident (in the reasonable opinion of The Epilepsy Research Institute) has occurred in connection with the Project, including scientific misconduct on the part of personnel involved in the Project.
- 11.3 The provisions of clause 3.3 shall apply in circumstances where any allegation of misconduct is made in relation to the Project or the Grantholder. The provisions of clause 1.3 shall continue to apply after the end of the Grant Period.
- 11.4 The Epilepsy Research Institute shall be entitled to terminate this Agreement at any time by giving three months' notice in writing to the other parties.

11.5 The Institution and the Grantholder may together terminate this Agreement by notice in writing signed by both parties if the Epilepsy Research Institute is in material or repeated breach of its obligations under this Agreement.

11.6 On termination, the Epilepsy Research Institute shall cease to be liable to pay any more of the Grant.

11.7 On termination for reasons other than the Institution or the Grantholder's material or repeated breach of the terms of this Agreement, the Epilepsy Research Institute will reimburse the Institution and the Grantholder for any costs and expenses reasonably and properly incurred in connection with the Project that have not been paid at the date of termination. The Institution and the Grantholder shall provide reasonable documentary evidence in relation to such costs and expenses within three months of the Epilepsy Research Institute terminating a Grant, after which the Epilepsy Research Institute will not be obliged to reimburse costs.

11.8 The Epilepsy Research Institute 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 this Agreement.

11.9 Termination shall be without prejudice to any accrued rights, in particular to the continuing reporting requirements set out at clause 7 and any rights to exploit Intellectual Property pursuant to clause 8 of these Conditions.

12. Variation

12.1 The Epilepsy Research Institute reserves the right to amend any term of this Agreement at any time where such amendment is required by applicable laws or regulations, or in order to comply with the recommended standards of any body with jurisdiction over the Project or the Epilepsy Research Institute, such as the Research Councils UK, or where the Epilepsy Research Institute reasonably believes that such change is necessary to ensure that the Terms comply with industry practice from time to time. The Epilepsy Research Institute will publish any such changes on its website at <http://www.epilepsyresearch.org.uk/research-scientists/apply-for-funding/> and shall notify the Institution in writing of any such changes. Any other changes must be agreed in writing between the parties.

12.2 Third Party Rights

Nothing in this Agreement shall grant any rights to any third party under the Contracts (Rights of Third Parties) Act 1999 (as amended).

12.3 Whole Agreement

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

12.4 Force Majeure

In the event that either party is delayed in performing its obligations under the Terms by reason of circumstances beyond its reasonable control or anticipation, 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 party 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, the unaffected party may elect to terminate the Terms by written notice to the affected party. If the Institution is the party affected by delaying circumstances, The Epilepsy Research Institute shall not be required to pay any further Grant monies (even if such payment is due) until the delaying circumstances have come to an end.

12.5 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 sub-ordinate 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.

12.6 Jurisdiction

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

Signatures

Signed on behalf of the Institution

Date

Title, name and position (in block letters)

Signed by/on behalf of Head of Department

Date

Title, name and position (in block letters)

Signed by the Grantholder

Date

Title, name and position (in block letters)

Signed on behalf of the Epilepsy Research Institute

Date

Title, name and position (in block letters)