

TERMS AND CONDITIONS FOR A LARGE TRANSITION CONSULTANCY

1. Introduction

- 1.1 The Centre for Human Specific Research is an initiative of Animal Free Research UK, a registered charity (charity number 1146896) and a company limited by guarantee (company number 08015625), established in 1970 to promote the development of techniques and procedures to replace the use of living animals in biomedical research and teaching. To further this aim, we support and assist scientists to discover and develop techniques that will replace, in full or in part, experiments on living animals; assist in the provision of facilities and equipment for such research; and encourage through publicity and education the wider adoption of such techniques.
- 1.2 In practice, we accept that it is not always the case that the direct or immediate outcome of a single piece of research will be the complete replacement of animal procedures in a certain field. However, the projects that we fund must have the potential to advance the development, validation or application of non-animal methods in biomedical research or teaching, as replacements for current animal experiments.
- 1.3 These conditions apply to Transition Consultancies with over £5,000 of funding provided by us to the Host Institution to the exclusion of any other terms that the Host Institution seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 1.4 We reserve the right to amend these terms and conditions if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the grant arrangement, and we shall notify the Primary Grant Holder in any such event.

2. Definitions

For the purpose of these Terms and Conditions, the following definitions and rules of interpretation shall apply:

'We' 'us' or 'our' shall mean Animal Free Research UK, also known as the Centre for Human Specific Research.

'Animal' shall mean any organism of the Kingdom Animalia (excluding humans).

'Background Intellectual Property' shall mean any Intellectual Property, other than Foreground Intellectual Property.

'Cover Sheet' shall mean the document issued upon the offer of an award, containing additional terms. Where there is any conflict between these Conditions and the Cover Sheet, the provisions of the Cover Sheet shall take precedence.

'Conditions' shall mean all terms and conditions we apply to any Funded Activity, including, for the avoidance of doubt, those contained in this document, as well as any other terms we may apply to a specific grant.

'Foreground Intellectual Property' shall mean any Intellectual Property that is identified or first reduced to practice or writing in the course of a Funded Activity.

'Funded Activity' shall mean the research activity or equipment purchase that we have agreed to fund in part or in full in accordance with these Conditions.

'Grant' shall mean any funding provided by us to the Host Institution.

‘Primary Grant Holder’ shall mean the individual(s) named as the primary applicant(s) on the application form for a consultancy and who shall hold the consultancy and who shall ensure compliance with these Conditions.

‘Secondary Grant Holder’ shall mean the individual(s) named as the secondary applicant(s) on the application form for a grant and who shall hold the consultancy should the Primary Grant Holder no longer be able to, and in this circumstance shall ensure compliance with these Conditions. At this stage they will be referred to as the Primary Grant Holder.

‘Grant Holder’ shall mean the individual(s) named as either Primary or Secondary Grant Holder.

‘Host Institution’ shall mean the institution or organisation at which the Funded Activity is carried out and/or to which the financial award is paid.

‘Intellectual Property’ shall mean patents and all rights to apply for a patent, trademarks, service marks, registered designs, copyrights, database rights, design rights, know-how, confidential information, software, applications for any of the above, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above.

‘NAMs’ shall mean new approach methodologies.

‘Policies’ shall mean the policies set out in clause 3 below and the Cover Sheet.

‘Primary Scientist’ shall mean the Research Associate, Research Assistant, Research Technician, Post-Doctoral Fellow or PhD Student, as applicable, who is leading and performing the research funded by a grant awarded under these Conditions.

‘Regulations’ shall mean those regulations included below and as Appendices.

‘Transition Consultancy’ shall mean the funded consultancy activity awarded under these Conditions, whether referred to elsewhere in these Conditions as a transition consultancy, consultancy, or grant, and shall include all associated funding, activities, obligations and deliverables arising from that award.

3. Research funded by the Centre for Human Specific Research – Policies

- 3.1 Grant funds shall not be used in support of non-animal research per se. The research shall be directed towards replacing the use of animals in current procedures within any of the Primary Grant Holder’s laboratories or, preferably, in the wider field.
- 3.2 Only research that is directly relevant to human health shall receive consideration. Relevant scientific approaches may include NAMs development such as organ-on-chips and human-derived organoids, as well as the use of human volunteers, human tissues or cells, microorganisms, and computer-based or in silico approaches such as artificial intelligence, deep learning and big data, meta-analysis or systematic reviews.
- 3.3 For Transition consultancies we will support research that requires or involves use of animal-derived products provided that the aim of the grant is to replace them. While we support the project itself, we will not fund the purchase of any animal-derived products. These must be funded from another source.
- 3.4 For all consultancies, subject to 3.5(b) and 3.5(c) below, we will not fund the use of human embryonic or foetal stem cells.
- 3.5 We shall only consider:
 - (a) funding research using human cells, if the applicants have provided evidence of cell authentication or incorporate an authentication protocol to eliminate the possibility of

misidentification or cross-contamination of cell lines and comply with Good Cell Culture Practice. Guidance on Good Cell Culture Practice can be downloaded from the [Centre for Human Specific Research Website](#), from [ALTEX Journal](#) or from [OECD Website](#);

- (b) funding research using human foetal tissues, cells, cell lines or embryonic tissues, cells, cell lines, if these have been freely donated by the consenting individual or derived from freely donated consenting individuals and/or their nominated and ethical provider/source. The applicant must provide details of the ethical and consent aspects of donation. Research using human embryonic or foetal stem cells will not be funded. Embryonic and foetal tissue and cell research remains a contentious issue. If you have any concerns or doubts about their use, please contact grants@humanspecificresearch.org;
- (c) funding research using human placenta, amnion, and umbilical cord, if these have been freely donated by the consenting individual and/or their nominated and ethical provider/source following normal full-term births, miscarriage or stillbirth. The applicants must provide details of the ethical and consent aspects of donation when submitting their application.
- (d) funding antibodies where the production is recombinant.

4. Employment

- 4.1 The relationship between us and the Primary Grant Holder is intended to be and shall be that of independent parties collaborating on a project and shall not be an employment relationship. No Grant Holder or Primary Scientist shall be regarded as an employee of ours.
- 4.2 This project will be referred to as a partnership in external communications and promotional materials. This designation is non-legal and reflects the collaborative nature of the work.
- 4.3 We accept no responsibility, financial or otherwise, for expenditure or liabilities arising out of work other than those expressly applied for in an applicant's application form.
- 4.4 In particular, we shall not be responsible for any liability a Grant Holder, or their employer may incur towards a Primary Scientist (including, but not limited to, statutory maternity or paternity pay, statutory sick pay, statutory redundancy pay or compensation for breach of statutory rights).
- 4.5 We do not award full economic costs, and will not provide funds for indirect costs, such as institutional or departmental overheads or administrative charges, or costs of financial, personnel, secretarial, cleaning services, travel costs or basic utilities.
- 4.6 Personal support for the Primary Scientist is capped at 50% of the total project cost.

5. Eligibility

- 5.1 Applications shall be submitted by researchers (those affiliated with universities, hospitals and other research organisations) who will oversee the Primary Scientist.
- 5.2 Primary Scientists do not have to be identified at the time of submitting an application, but any additional or supplementary costs associated with selection of potential Primary Scientists, after an award is accepted cannot be claimed retrospectively.
- 5.3 Research shall preferably be performed at an institution in the United Kingdom; however, we may accept international projects on the condition that the outcome benefits our strategy.
- 5.4 The Grant Holder, the Primary Scientist, Head of Department and the Host Institution shall accept these Conditions in writing prior to the issuance of any Grant funds.
- 5.5 The Grant Holder and the Primary Scientist shall ensure that the research to be undertaken complies with the Conditions.

6. Financial provisions

- 6.1 Awards are capped and subject to clauses 4.5 above.
- 6.2 We shall agree the start date and also be in receipt of the signed declaration of acceptance of our Conditions from the Grant Holder, the Head of Department, the Host Institution and the Primary Scientist prior to the agreed start date.
- 6.3 A consultancy becomes effective from the agreed start date detailed on the cover sheet. No research related expenses, including personal support, invoiced to us prior to that effective date will be paid.
- 6.4 Research must commence within three (3) months of the award of the grant, subject to there being no mitigating circumstances and that we are kept well informed of any delays; otherwise, the grant shall be rescinded.
- 6.5 An invoice in pound sterling for costs incurred to date should be sent to us within thirty (30) days of the Reporting Interval:
- (a) invoices must be sent electronically via email to accounts@animalfreeresearchuk.org;
 - (b) using the provided template, a detailed breakdown of any consumables purchased during this invoiced period must also be sent to grants@humanspecificresearch.org within seven (7) days of the invoice date. If a consumables breakdown is required but not submitted, the related invoice will be rejected for the reason of incomplete information;
 - (c) where the consumables purchased include biological material, the detailed breakdown must also include additional information for those biological materials, such as catalogue numbers, so that we can verify the Grant Holder's compliance with the animal use Policies described in section 3 above;
 - (d) invoices will only be reimbursed by us following the receipt of suitable reports from the Grant Holder and/or the Primary Scientist. Details of the reporting requirements can be found in Section 7 below;
 - (e) invoices submitted more than thirty (30) days following the end of the billing period to which they relate may be subject to a 5% reduction in payment, with a further reduction of 5% of the invoiced amount for every additional 30-day late period. The total value of the reduction will be capped at 20%;
 - (f) we shall make all payments by electronic transfer to a bank account in the name of the Host Institution within 30 days of receipt of an undisputed invoice;
- 6.6 Funds requested in an application must be claimed for the use as originally stated.
- 6.7 Purchases of small pieces of equipment under the consumables budget:
- (a) only equipment that is essential to the proposed Funded Activity can be requested as part of the consumables budget. Laboratory essentials/infrastructure equipment, such as, but not limited to PCR machines, fridge-freezers, centrifuges, cannot be requested in an application. Specific parts for a piece of equipment that is essential for the work, such as, but not limited to, specific HPLC columns, probes or sensors, can be requested as part of the consumables budget, but specific and detailed justification must be given in the application form. We reserve the right not to fund the purchase of such pieces of equipment even if the grant is awarded;
 - (b) equipment must be used in line with these Conditions and, in particular, must not be used in conjunction with procedures with animals, animal tissues, cells or cell lines, or with human embryonic or foetal stem cells, by the Grant Holder, Primary Scientist or any other person;

- (c) equipment remains our property and may be reclaimed at any stage, including if the Grant Holder or Primary Scientist has no further use for it or leaves the department, or if it comes to our attention that the equipment is being used in a way which contradicts these Conditions;
 - (d) the Grant Holder and the Primary Scientist shall ensure that equipment funded under this award is appropriately insured and maintained throughout its useful life, and that the insurer is notified of our interest in the equipment. For the avoidance of doubt, we shall not be responsible for the costs of such insurance or maintenance;
 - (e) the Grant Holder shall seek our consent to relocate any equipment belonging to us. We shall not be responsible for costs of relocation;
 - (f) the Primary Scientist shall notify us if they are to leave the department in which the equipment is held;
 - (g) the Grant Holder shall affix a label to the equipment to indicate that the equipment is our property ;
 - (h) the Primary Scientist and/or Grant Holder shall inform us of the nature and location of any equipment purchased on submitting their final report.
- 6.8 Publication fees (including, but not limited to, article processing charges or open access fees), conference registration fees, and costs associated with attendance at external conferences or meetings are not eligible costs and will not be funded by us, unless explicitly stated in the Cover Sheet.

7. Reporting

- 7.1 We shall be provided with satisfactory progress reports at the agreed Reporting Interval. Instructions on the content and style of the reports will be provided by us and shall be followed. A critical part of the report is a clear summary of the achievements to date and the animal replacement aspect of the work, including:
- (a) a lay summary suitable for a non-specialist, public audience; and
 - (b) a scientific summary suitable for a specialist or scientific audience, as specified in the reporting instructions.
- 7.2 The Primary Grant Holder commits to publishing or communicating the results of the Transition Consultancy regardless of whether the transition is successful or not.
- 7.3 Within thirty (30) days of the award's agreed completion date, the Primary Scientist shall write and deliver a final report for us. Instructions on the content and style of this report shall be obtained from grants@humanspecificresearch.org and shall be followed. Any publications arising shall be included. The report shall be submitted through the Grant Holder, who shall append their comments. The last instalment of the grant will not be paid until a satisfactory final report is received and approved. Late reports may result in a 5% reduction in payment of the final instalment of the grant.
- 7.4 Should a final report not be issued within thirty (30) days, we reserve the right to terminate the grant.
- 7.5 The interim and final reports must contain sufficient information to justify the expenditure of the grant. It is at our discretion to determine if sufficient evidence has been provided.
- 7.6 Should the interim report(s) and/or final report fail to justify the expenditure for the grant, a partial reimbursement may be required. It is at our discretion to determine the amount reimbursed.
- 7.7 Subject to clause 13.4 below, we will rely on the Grant Holder and Primary Scientist to produce and submit a short lay summary, written for a non-specialist public audience, and a scientific summary written for a specialist or scientific audience.

7.8 We will also endeavour to maintain contact with the Grant Holder and Primary Scientist for up to three (3) years from the end of the Funded Activity to track the use and development of any research activity. The Grant Holder and Primary Scientist will be required to provide updates in a timely manner when advances are made based on the Funded Activity.

8. Change of personnel, research direction, or research location

- 8.1 The Grant Holder shall inform us immediately if the Funded Activity is to cease or has ceased before the expiry of the grant.
- 8.2 The Grant Holder shall inform us immediately if they or the Primary Scientist ceases their involvement in the Funded Activity or expresses an intention to do so before the expiry of the grant and The Host Institution shall be responsible for recruiting a suitable replacement at no cost to us.
- 8.3 We should be informed immediately if the Grant Holder or Primary Scientist goes on long term absence, such as, but not limited to, maternity or paternity leave, or is absent due to illness for more than two (2) weeks.
- 8.4 We must be consulted in advance about any proposed change in the direction, objectives, location, or personnel associated with the research.
- 8.5 The Grant Holder shall notify of any changes to the grant through completion of the Grant Alteration Request Form.
- 8.6 Failure to complete the Grant Alteration Request Form to notify of any changes to the grant may result in termination of the grant and/or partial reimbursement. It is at our discretion to determine the amount reimbursed.
- 8.7 The Primary or Secondary Grant Holder is expected to have tenure or an open-ended permanent contract/position.

9. Termination of the award

- 9.1 A grant may be terminated, or its conditions varied at any time, at our absolute discretion, with immediate effect.
- 9.2 We will reimburse costs that have been properly incurred under the award up to the date the grant is terminated, and any costs that you cannot cancel at the date we give notice of termination. However, we will not reimburse any such non-cancellable costs if the grant is terminated under clause 9.3 or because you have not complied with these Conditions.
- 9.3 Contravention of any of these Conditions will result in immediate termination or suspension of the grant, and if applicable, the Host Institution will be required to repay part or the entire grant already advanced. If we discover after the end of a research project that a contravention occurred, repayment of part or the entire grant will be required.
- 9.4 Grant Holders and/or Primary Scientists whose progress or conduct does not satisfy (acting reasonably and having regard to the Application for the Funded Activity) are liable to have their awards terminated. It will be at the discretion of whether, in any such case, repayment of some or the entire grant will be required.
- 9.5 The Grant Holder's liability under this Award will not exceed the value of the Award.

10. Publications and acknowledgements

- 10.1 Subject to clauses 10.2 - 10.9 below, the Grant Holder and Primary Scientist are strongly encouraged to, and must make best endeavours to, publish the outputs of the Funded Activity. Publication and

dissemination activities should be proportionate to the scope, scale, and objectives of the Funded Activity.

- 10.2 We shall be provided with a copy of any publication, such as, but not limited to, journal articles, poster or oral presentations, at least ten (10) business days PRIOR to final submission. For the avoidance of doubt, clause 10.1 also applies for any publication, published at any time, during or after the end of Funded Activity.
- 10.3 All oral and written presentations, theses and other publications arising from a Funded Activity must include acknowledgement of this support, by including the Grant Reference Number and the following phrase, in full:

“[insert name] was funded by the Centre for Human Specific Research (Grant number: [Grant Reference]).” and where space permits, the following additional phrase should be included: **“The Centre for Human Specific Research funds pioneering animal free research that saves humans and animals and is forging a future where animals are replaced with modern, human-specific techniques.”** and where possible include a copy of the Centre for Human Specific Research’s logo (clause 10.9 below). The Grant Number should also be quoted in all materials where possible. A reprint or copy of the final presentation and/or article must be sent to grants@humanspecificresearch.org within two (2) months of publication.
- 10.4 Where a publication arises that includes data obtained from both a Funded Activity and a non-Funded Activity and where the non-Funded Activity involved the use of experiments on animals, or cells or tissues from animals, or used animal-derived products, then the following statement must appear in the publication, in full:

“The Centre for Human Specific Research does not support or fund any experiments involving animals, animal tissue, animal cells or cell lines, or animal derived products.”
- 10.5 A reprint or copy of the final presentation and/or article must be sent to grants@humanspecificresearch.org within two (2) months of publication.
- 10.6 For the avoidance of doubt, Clauses 10.2, and other relevant clauses would still apply for such publications.
- 10.7 In all publications and presentations of the Funded Activity, the Grant Holder and Primary Scientist are required to explain the implications for replacing animal experiments. Additionally, when selecting keywords and indexing terms, e.g. MeSH terms, for a publication, recognised terms such as “Replacement” or “Animal alternatives” or “non-animal model” or “3Rs” should be used.
- 10.8 Subject to clause 7.1 above, the Grant Holder and Primary Scientist shall produce and submit to us a short lay summary, written for a non-specialist public audience, and a scientific summary written for a specialist or scientific audience. Any such published summary would be used externally; therefore, the Grant Holder and/or Primary Scientist shall not include any material or information that could be deemed confidential.
- 10.9 The Centre for Human Specific Research’s logo shall, where possible, be used on all materials used in the dissemination of findings from all Funded Activities and in compliance with any brand guidance provided by us to the Grant Holder or Host Institution from time to time. Additionally, the Grant Reference Number for the Funded Activity, should also be quoted in all materials where possible.
- 10.10 Failure to adhere to the conditions in Section 10, and especially clauses 10.3, and 10.4, may result in any remaining funding being withdrawn or negatively impacting any future applications from the Grant Holder.

11. Intellectual Property

- 11.1 Any Foreground Intellectual Property shall be the property of the Host Institution, which hereby grants to a perpetual, royalty-free, non-exclusive licence to use the Foreground Intellectual Property for its own non-commercial promotional and/or educational purposes. Such use is subject to the Grant Holder providing us with written notice that the research is subject to confidentiality in accordance with the Patents Act 1977, such patent filing or publication not to be unreasonably delayed by the Host Institution.
- 11.2 No rights in any Background Intellectual Property will transfer as a result of the Funded Activity. We will be entitled to a royalty-free non-exclusive license of such Background Intellectual Property as required to enable it to exercise its rights set out in clause 11.1. Any other use shall be subject to agreement of fair and reasonable commercial terms between the Parties.
- 11.3 We require, as appropriate, the Host Institution or its technology transfer company, to develop and implement strategies and procedures for the identification, protection, management and exploitation of all Foreground Intellectual Property.
- 11.4 The Host Institution shall notify us promptly when Foreground Intellectual Property that may be of medical or commercial value is created and shall ensure that such Foreground Intellectual Property is protected at the Host Institution's expense, and not published or otherwise publicly disclosed prior to protection (whilst at the same time ensuring that potential delays in publication are minimised).
- 11.5 The Host Institution shall permit us to have reasonable access to its personnel, facilities and information utilised in, or created or acquired pursuant to a Funded Activity, or to the exploitation of Foreground Intellectual Property under this clause 11.
- 11.6 We require the Host Institution to ensure and/or procure that all persons working on or involved with a Funded Activity (including but not limited to employees, students, visiting fellows and sub-contractors) are employed, engaged or retained on terms that vest in the Host Institution all Foreground Intellectual Property, and that such persons waive any moral rights or equivalent rights in the Foreground Intellectual Property throughout the world.
- 11.7 As a charity, we are under an obligation to ensure that the useful results of research funded by us are applied for the public good. Where Foreground Intellectual Property arises from the Funded Activity, we require the Host Institution to consider whether the protection, management and exploitation of such Foreground Intellectual Property is an appropriate means of achieving the public good in consultation with us.
- 11.8 If the Host Institution considers that exploitation of the Foreground Intellectual Property is an appropriate means of achieving the public good in accordance with clause 11.7, the Host Institution must seek prior written consent of the Centre for Human Specific Research, (such consent not to be unreasonably withheld) before it makes any commercial use of, or grants to any third party any exploitation rights, over such Foreground Intellectual Property. Exploitation includes use for any commercial purpose or any licence, sale, assignment, materials transfer, or any other transfer of rights. As a condition for granting consent, we will require the Host Institution to share with us the benefit of commercialisation of such Foreground Intellectual Property, either:
 - (a) as set out in clause 12; or
 - (b) by requiring the Host Institution to enter into an agreement with our Technology Transfer Company on substantively the same terms as clause 12.
- 11.9 Should the Host Institution decide not to proceed with protection and commercialisation of any Foreground Intellectual Property then it shall inform us and, subject to any relevant third party rights and consents, we shall have the right, but not the duty, to protect and exploit such Foreground Intellectual Property. For the avoidance of doubt, the Host Institution will keep confidential the

Foreground Intellectual Property to the extent necessary in order that any required protection of such Foreground Intellectual Property is not jeopardised notwithstanding its decision not to proceed with such protection and commercialisation. We shall confirm to the Host Institution within a reasonable period whether it wishes to take on the protection and commercialisation of such Foreground Intellectual Property.

- 11.10 If the Host Institution does not protect, manage or exploit any Foreground Intellectual Property to our reasonable satisfaction, then we shall have the right, but not the duty, to protect, manage and exploit such Foreground Intellectual Property. Such right shall only be exercised three (3) months after we have given the Host Institution notice in writing that it is failing to protect, manage and exploit the Foreground Intellectual Property to our satisfaction. However, we may exercise such right sooner where it reasonably considers that the opportunity to protect, manage or exploit such Foreground Intellectual Property in order to further its charitable aims could be lost if more immediate action is not taken. The Host Institution agrees to do, and will ensure that its employees, students and any third party acting on its behalf do, all acts required to assist us in such protection and exploitation, promptly and fully.
- 11.11 Where we acquire Foreground Intellectual Property under clause 11.9 or 11.10 we shall have the rights granted to the Host Institution under Clause 12.1 below, and the Host Institution shall have the rights granted to us under Clause 12.1 below, in relation to all revenue generated by such Foreground Intellectual Property.
- 11.12 Thirty (30) days after the last day of each year of the Agreement or as reasonably requested by us, the Host Institution shall provide a statement to be delivered to us which shall give details of the Foreground Intellectual Property generated that year, together with any commercialisation of the Foreground Intellectual Property and any fees generated from the commercialised Foreground Intellectual Property in accordance with clause 12.
- 11.13 Any monies payable to us pursuant to clause 12 shall be paid within thirty (30) days of delivery to us of such statement. We may require any of the statements and information referred to in this clause 11 to be audited by our auditors so as to verify their accuracy and the Host Institution will allow us or our representatives access to the relevant books, records and accounts during normal working hours, upon seven (7) days' notice by us, for the purpose of conducting an inspection and to confirm the accuracy of the written statements.
- 11.14 If our auditors conclude that the amount paid to us by the Host Institution under clause 12 was less than it should have been, the Host Institution agrees to pay the amount of such shortfall to us within thirty (30) days of receipt by the Host Institution of a notice to that effect from us and signed by our auditors. We agree to pay the costs of our auditors unless their investigation reveals an underpayment of at least two per cent (2%) of the amount that should have been paid from the Grant Holder to us, in which event the reasonable costs of such audit shall be borne by the Host Institution directly.
- 11.15 All sums accrued under this clause 11 and clause 12 shall remain due and owing notwithstanding the termination or expiry of the grant period or following completion of the Funded Activities.

12. Revenue sharing

- 12.1 We shall be entitled to a share of any and all revenue arising from the exploitation of any Foreground Intellectual Property arising from our grant in accordance with standard arrangements established by the Association of Medical Research Charities ("AMRC") in Appendix 7 of "An Essential Partnership" Principles & Guidelines for Working with Industry as published by the AMRC in December 2007 as illustrated below:
- (a) where we are the sole funder of the research leading to the Foreground Intellectual Property, the Host Institution shall share with us any revenue generated from exploitation of such Foreground Intellectual Property according to the following formula:

- (1) From gross income received the Host Institution, or its technology transfer company if relevant, may:
1. deduct and reimburse as appropriate any costs reasonably incurred by the Host Institution, exclusively attributable to the exploitation of the Foreground Intellectual Property, including patent fees and reasonable professional costs ("Direct Costs");
 2. deduct and reimburse to us as appropriate either the amount paid to the Host Institution under clause 12.1(a)(1) above, or the full amount of any funding paid by us to the Host Institution, whichever is the greater; and
 3. distribute remaining net income received in the following revenue shares (determined by reference to cumulative income) as follows:

Cumulative Net Income	Host Institution	The Centre for Human Specific Research
£0 – £100,000	65% (sixty-five per cent)	35% (thirty-five per cent)
£100,001+	60% (sixty per cent)	40% (forty per cent)

- (b) where we are not the sole funder of the research leading to the Foreground Intellectual Property, or where a third party has provided research materials or other form of non-financial contribution to the research which led to the creation of the Foreground Intellectual Property, then our share of any income arising from exploitation of such Foreground Intellectual Property shall be pro-rata calculated to take into account:
- (1) first the inventive contribution of each inventor to the invention;
 - (2) then, the relative contribution of the Host Institution, the Centre for Human Specific Research and other third party funders or contributors to each inventor as relevant;
 - (3) then the above formula in clause 12.1(a) shall be applied to our portion of gross income attributed to our contribution pursuant to this clause.
- (c) the revenue sharing terms in clause 12.1(a) and 12.1(b) above shall apply only to cash income generated from the exploitation of Foreground Intellectual Property.
- (d) where commercialisation leads to an equity deal the Host Institution shall share the benefits of equity with us upon realisation of the equity asset by the Host Institution (or its technology transfer company if relevant). The share to us shall be agreed on a case by case basis taking into account revenue sharing terms in clause 12.1(a) and 12.1(b) above and shall be calculated by the Host Institution strictly in relation to the notional value of the Foreground Intellectual Property which arose under our funding in proportion to the overall value of all other contributions to and/or assets of the company.
- (e) notwithstanding clause 12.1(d) above and, for the avoidance of doubt, we shall not share in any equity received by the Host Institution (or its technology transfer company if relevant) which does not relate directly to the Foreground Intellectual Property.

- (f) for the avoidance of doubt, the Host Institution shall be responsible for rewarding the inventors of the Foreground Intellectual Property who are its staff or students from its revenue share in accordance with its own policies and codes of practice.

12.2 Example Revenue Sharing Calculations

- (a) We are the sole funder of the research leading to the Foreground Intellectual Property

All inventors funded by us.

Gross Income	£50,000
Direct Costs	£10,000
Net Income	£40,000
Host Institution's share (65% of £40,000)	£26,000
Our share (35% of £40,000)	£14,000

- (b) We are not sole funder of the research leading to the Foreground Intellectual Property

(1) Inventor details

Four inventors contributed to the Foreground Intellectual Property for which a patent application was filed. The inventors assessed their contribution and agreed that each contributed equally to the invention. Each inventor's contribution is therefore 25%.

We funded inventor A

Inventor B was funded by Organisation B

Inventors C and D were funded by Organisation C

Each funder to receive a share of remaining net income from commercialisation of the Foreground Intellectual Property calculated pro rata on inventive contribution of each inventor to the invention. The portions of remaining net income from which each funder will receive a share are as follows:

Our share from 25% of remaining net income

Organisation B from 25% of remaining net income

Organisation C from 50% of remaining net income

(2) Distribution to us and Organisations B and C

Gross Income	£50,000
Direct Costs	£10,000
Net Income	£40,000
Distribution to the Centre for Human Specific Research	
25% share attributable to us	£10,000
Host Institution's share (65% of £10,000)	£6,500

Our share (35% of £10,000)	£3,500
Distribution to Organisation B	
25% share attributable to Organisation B	£10,000
Host Institution's share (65% of £10,000)	£6,500
Organisation B's share (35% of £10,000)	£3,500
Distribution to Organisation C	
50% share attributable to Organisation C	£20,000
Host Institution's share (65% of £20,000)	£13,000
Organisation C's share (35% of £20,000)	£7,000

13. Publicity and data protection

Publicity

- 13.1 We are a charity and rely on voluntary contributions. This involves a continuing programme of publicity, education and fund-raising, and the Host Institution and Primary Scientist will be asked for their support and consent at minimum to the following: participating in a photo call; receiving a visit from the Centre for Human Specific Research's representative or a major sponsor; and joining our research forum.
- 13.2 On acceptance of our grant, the Host Institution and Primary Scientist will be required to provide relevant personal information for the purposes of our media activities. Such information will be used in order for us to promote the Funded Activity to the public and in all its social and media activities.
- 13.3 The Host Institution and/or the Primary Scientist shall provide us with at least six colour images depicting aspects of the research funded on a royalty free use basis. These shall be provided in electronic format as high quality image files i.e. of at least 300 dpi. We shall be entitled to use the images in perpetuity for fundraising, educational and publicity purposes and the images provided should not contain any confidential information or data that cannot be made public. Any citation information should be provided with the images in order to correctly credit the image. If no such information is provided the assumption is that we are free display the images without citation or attribution.
- 13.4 As part of the reports sent to us, the Host Institution and Primary Scientist are also required to prepare a short lay (public-facing) summary and scientific summary, as appropriate, of the research activities to date for use in our publications. This summary article will be used by us for public fundraising, educational and publicity purposes, and therefore should not contain any information or data that should be kept confidential or that you would not want made public.
- 13.5 The Centre for Human Specific Research logo shall, where possible, be used on all materials used in the dissemination of findings from the Centre for Human Specific Research-Funded Activities or for the promotion of the Centre for Human Specific Research-Funded Activities, and in compliance with any brand guidance provided by us to the Host Institution from time to time.

Data protection

13.6 In these clauses 13.6 to 13.11 and Schedule 1, the following definitions shall apply:

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK General Data Protection Regulation (UK GDPR); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

13.7 We will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

13.8 For the purposes of the Data Protection Legislation, the Host Institution shall be the Controller and we are the Processor. Schedule 1 sets out the scope, nature and purpose of processing by the Centre for Human Specific Research, the duration of the processing and the types of Personal Data and categories of Data Subject.

13.9 Without prejudice to the generality of Clause 13.7, the Host Institution will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Centre for Human Specific Research for the duration and purposes of these terms and conditions.

13.10 Without prejudice to the generality of Clause 13.7, we shall, in relation to any Personal Data processed in connection any party's obligations under these Conditions:

- (a) process that Personal Data only on the documented written instructions of the Grant Holder and/or Primary Scientist which are set out in Schedule 1 unless Applicable Laws require us to otherwise process that Personal Data. Where we are relying on Applicable Laws as the basis for processing Personal Data, we shall promptly notify the Host Institution of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Provider from so notifying the Grant Holder and/or Primary Scientist;
- (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Host Institution, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

- (d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Grant Holders and/or Primary Scientists has been obtained and the following conditions are fulfilled:
- (1) the Grant Holder and/or Primary Scientist, have provided appropriate safeguards in relation to the transfer to the Host Institution;
 - (2) the data subject has enforceable rights and effective legal remedies;
 - (3) we comply with our obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (4) we comply with reasonable instructions notified to us in advance by the Grant Holder and Primary Scientist with respect to the processing of the Personal Data;
 - (5) assist Grant Holder and/or Primary Scientist, at the Grant Holder's and/or Primary Scientist's cost, in responding to any request from a Data Subject and in ensuring compliance with obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (6) notify the Host Institution without undue delay on becoming aware of a Personal Data Breach;
 - (7) at the written direction of the Host Institution delete or return Personal Data and copies thereof to the Host Institution on termination of the agreement unless required by Applicable Law to store the Personal Data; and
 - (8) maintain complete and accurate records and information to demonstrate compliance with these clauses 13.6 to 13.11.

13.11 The Grant Holder and Primary Scientist do not consent to us appointing any third-party processor of Personal Data under this agreement.

13.12 Any party may, at any time on not less than 30 days' notice, revise this clauses 13.6 to 13.11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to these terms and conditions).

13.13 We will use the contact details of the Grant Holder and Primary Scientist to administer the grant. In addition, we may contact you by email about related activities, funding opportunities and events that are relevant to our mission, on the basis of our legitimate interests. You can opt out of these non-essential communications at any time.

14. Dissemination and Engagement

14.1 The Grant Holder and Primary Scientist are encouraged to disseminate the outcomes of the Funded Activity through appropriate scientific, professional, or stakeholder-facing channels, where relevant and proportionate to the nature and scale of the funding provided.

14.2 The Grant Holder and/or Primary Scientist will use best efforts to present the results of the funded project at our annual conference, or at another event or in another format we specify, which may include in-person or virtual attendance, or pre-recorded content.

14.3 Where dissemination activities result in presentations or published outputs that arise directly from the Funded Activity, the requirements set out in Section 10 (Publications and acknowledgements) shall apply.

14.4 Any dissemination outputs arising directly from the Funded Activity must be shared with us in accordance with the reporting and publication requirements set out elsewhere in these Conditions.

- 14.5 Lay summaries and scientific summaries required for publicity and reporting purposes shall be provided in line with the reporting requirements set out in Section 7

SCHEDULE 1

PROCESSING, PERSONAL DATA AND DATA SUBJECTS

- i. PROCESSING BY THE PROVIDER**
- ii. SCOPE**
 - A. The scope of data processed by us is that necessary for the performance of this grant, to administer the grant programme run by the charity, and to the extent required for legitimate interests and analysis purposes.
- iii. NATURE**
 - A. Administrators and directors of the charity will utilise the information in order to make decisions regarding grant distribution, allocation, spending, communication purposes and in order to analyse the success or otherwise of the grant's programs.
 - B. Analysis and research on matters such as distribution trends will also be utilised by the charity to evaluate its success and impact.
- iv. PURPOSE OF PROCESSING**
 - A. For business administration purposes to allow the organisation to maintain accurate records and contact details of grant-holders and other science stakeholders.
 - B. To promote the charity and its activities and to appeal for further support from the general public.
 - C. To allow the organisation to assess the impact of its activities.
 - D. For defence against potential legal claims.
 - E. For communication reasons.
 - F. To disseminate results to scientific community.
- v. DURATION OF THE PROCESSING**
 - A. 12 years after the end of the relevant grant.
- vi. TYPES OF PERSONAL DATA**
 - A. Name
 - B. Date of Birth
 - C. Email address – including current work email address as well as any post award contact details.
 - D. Workplace details – including work history including role and employer, as well as any work details post award if in another Post, Research Group or Institute
 - E. Work telephone number
 - F. Work address
 - G. Qualification details – educational history including subject and level studied, and university or other professional qualifications.

- H. Research progress reports – including any details of collaborators where specified.
- I. Record of events attended for the purposes of the research project
- J. Absence and leave records of primary scientist containing special categories of personal data (limited to substantial periods of absence that could impact on the progress of the grant, e.g. medium / long-term sickness, parental leave etc.).

vii. CATEGORIES OF DATA SUBJECT

- A. Grant applicants and co-applicants
- B. Current and former grant holders
- C. Current and former primary scientists
- D. Finance and administrative teams at host institution