

SMALL TRANSITION CONSULTANCY AGREEMENT

1. Parties and background

This agreement is between:

- The Centre for Human Specific Research, an initiative of Animal Free Research UK which is a registered charity (charity number 1146896) and a company limited by guarantee (company number 08015625), (called "we" or "us"), and
- [Name of institution/company] (called "you").

Together we are called "the parties".

The purpose of this agreement is to support small projects ("Transition Consultancies") that help scientists move away from animal derived products and towards animal free options.

Details of the specific project are set out in Schedule 1 (Project Details).

2. What this agreement covers

This agreement covers:

- Transition Consultancies with funding from us of up to £5,000.
- The roles and responsibilities of each party.
- How funding, data, and results will be handled.
- How we will work together on communications.

If there is any conflict between this agreement and Schedule 1, this agreement takes priority, unless we have clearly said otherwise in Schedule 1.

3. Roles and responsibilities

Our responsibilities

During the Transition Consultancy, we will:

- Provide funding as set out in Schedule 1 to support the purchase of agreed animal free reagents and other agreed costs.
- Help develop a clear plan to replace animal derived products with animal free options.
- Help to coordinate the project, including a mid point check in and a final meeting.
- Work with you to create and share agreed communications about the project and its results.

The project may still use animal derived products as part of the existing workflow, but only where the aim is to move away from them. We will not fund the purchase of any animal derived products; these must be paid for from another source.

Your responsibilities

During the Transition Consultancy, you will:

- Carry out the agreed work described in Schedule 1 using the funded reagents and other agreed inputs.
- Start the work within the timeframe set out in Schedule 1 and aim to complete it within the project period.
- Generate and keep the project data and records.

- Provide a short written report and any content we need to prepare public facing materials about the project, as described in Schedule 1.
- Take part in the agreed check ins and meetings.
- Obtain and maintain any approvals, licences or permissions needed to carry out the work, and comply with all relevant laws, regulations and institutional policies.

4. Funding and payment

- The maximum amount we will fund under this agreement is £[amount], as set out in Schedule 1.
- Schedule 1 will state what we are funding (for example, specific reagents, or other agreed costs) and how and when you should invoice us.
- Invoices should be in pound sterling, addressed as set out in Schedule 1, and include enough detail for us to understand what is being claimed.
- We will pay valid invoices within 30 days of receipt, provided the relevant milestones or deliverables have been met.

5. Data results and intellectual property

- You keep ownership of your existing intellectual property and know how ("Background IP").
- We keep ownership of our existing intellectual property and know how.
- Any data and results generated during the project ("Project Outputs"), excluding any background materials provided by us, will belong to you unless we agree otherwise in Schedule 1.
- You grant us a non exclusive, royalty free licence to use selected Project Outputs (for example, images, descriptions, outcome summaries) for advocacy, public awareness and stakeholder engagement, as described in section 6, provided you have approved the material in advance in writing.
- Nothing in this agreement prevents you from publishing or using the Project Outputs for your own research, teaching, or commercial activities.

If any special IP arrangements are needed (for example, to protect a supplier's platform or a CRO's proprietary methods), these will be set out in Schedule 1.

6. Publication and communications

- Both parties agree that it is helpful to share what has been learned, even if the new product does not outperform the current reagent.
- We will work together in good faith to agree suitable external communications about the project and its outcomes, such as public facing summaries or other materials described in Schedule 1.
- Communications may include posts on websites or social media, newsletters, presentations, press releases or webinars, as agreed between us.
- All public materials about the project that refer to the other party must be approved in writing by a named representative from each party before they are released.
- If the results are suitable for publication in a peer reviewed journal, authorship and contributions will be agreed in line with normal scientific publishing practice.

In external communications, we may describe the project as a "partnership" to reflect the collaborative nature of the work. This does not create a legal partnership between the parties.

7. Success and follow on

We judge success in terms of increased visibility of practical animal free alternatives and our role as a facilitator of change, rather than requiring the tested product to outperform the reagent it replaces.

If the project demonstrates proof of principle or generates interest from other stakeholders, we may explore options for further collaboration together.

If you are unable to complete the testing, the project remains funded, and any findings from the work carried out will still be shared as agreed under section 6.

8. Confidentiality and data protection

- "Confidential Information" means information that is clearly marked as confidential or that a reasonable person would understand to be confidential, and that is shared in connection with this project.
- Each party agrees to keep the other party's Confidential Information safe and not share it with anyone else, except with people who need to know it for this project and are under a duty to keep it confidential.
- These confidentiality obligations do not apply to information that is already public, becomes public through no fault of the receiving party, or is received from another source who has the right to share it.
- These confidentiality obligations continue for five years after the end of the project.

If any personal data is shared under this agreement, each party will handle it in line with applicable data protection laws and its own privacy notices.

We will use the contact details of project contacts, including the Grant Holder and Host Institution representatives, to administer the project. In addition, we may contact you by email about related activities, funding opportunities, events and other communications relevant to our charitable mission, on the basis of our legitimate interests. You may opt out of receiving non essential communications at any time.

9. Liability and insurance

- Each party is responsible for its own staff, students, contractors and activities.
- You are responsible for ensuring that the project is carried out safely and in line with all applicable policies, laws and regulations (including health and safety and ethical approvals).
- Our total liability to you under this agreement will not be more than the total amount of funding we have agreed to provide under this agreement.
- Neither party is liable to the other for any loss of profit, loss of business, or other indirect or consequential loss.

You agree to maintain appropriate insurance for the work you carry out under this agreement.

10. Term and termination

- The agreement starts on the Start Date in Schedule 1 and continues until the End Date, unless it is ended earlier under this section.
- Either party may end this agreement for any reason by giving 30 days' written notice to the other party.
- Either party may end this agreement immediately by written notice if the other party commits a serious breach of this agreement and does not put it right within a reasonable time after being asked to do so.

- We may also end the agreement immediately if we have serious concerns about ethics, compliance, or misuse of funding.

If the agreement ends early:

- You may invoice us for eligible costs properly incurred up to the date the agreement ends (and any non cancellable commitments we have agreed in advance in writing), up to the funding cap.
- Sections on confidentiality, data, IP, liability and governing law will continue to apply.

11. Dispute resolution

If a concern or dispute arises:

1. The project contacts named in Schedule 1 will first try to resolve it informally.
2. If they cannot resolve it, the issue will be escalated to a senior representative from each party.
3. If the issue still cannot be resolved, either party may use its normal legal options.

12. Governing law and jurisdiction General

- This agreement and its schedules make up the whole agreement between the parties for this project.
- Any changes to this agreement must be in writing and signed by both parties.
- Neither party may transfer this agreement to another organisation without the other party's written consent, except that we may transfer our rights to a successor organisation that takes over our functions.
- If a court decides that part of this agreement is invalid or unenforceable, the rest of the agreement will continue to apply.
- If either party does not enforce a right under this agreement, this does not mean that it has waived that right in future.

Nothing in this agreement creates a legal partnership, joint venture or employment relationship between the parties.

13. Governing law and jurisdiction General

This agreement is governed by the laws of England and Wales. The courts of England and Wales will have exclusive jurisdiction over any disputes arising from it.

14. Signatures

Signed for and on behalf of the Centre for Human Specific Research (Animal Free Research UK):

Name:

Title:

Signature:

Date:

Signed for and on behalf of [Name of institution/company]:

Name:

Title:

Signature:

Date:

