



## Terms and Conditions of Grant Aid

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## Terms and Conditions of Grant Aid

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## 1. Definitions and Interpretation

1.1 In these Terms and Conditions the following words, unless the context requires otherwise, have the meanings set out below:

“Agreement”	means these Terms and Conditions, the Application Form and the Letter of Award;
“Application Form”	means the Application Form completed by the Institution relating to the Project as approved by Meningitis Now;
“Background IPR”	means such Intellectual Property (other than Foreground IPR) in the same field as the Project which is legally and beneficially owned or controlled by the Institution as of the date of this Agreement;
“Confidential Information”	means any confidential information, material or data obtained by one party from the other, including the contents of these Terms and Conditions, whether in written, electronic or other visual or readable form (and any copies or other reproductions thereof in whole or part) or which is communicated orally during the Grant Period;
“Equipment”	means any equipment purchased by Meningitis Now in accordance with the terms of the Agreement;
“Foreground IPR”	means any patent, registered design, copyright, database right, design right, trade mark, service mark, application to register any of the aforementioned rights, trade secret, right in unpatented know-how that arises or is obtained or developed by either party, or by a contractor on behalf of either party in the course of or in connection with the Project;
“Grant Period”	means the period over which the Grant is payable to the Institution in accordance with this Agreement;
“Intellectual Property”	means any patent, registered design, copyright, design right, database right, trade mark, service mark, application to register any of the aforementioned rights, trade secret, right in unpatented know-how and any other intellectual or industrial property right of any nature whatsoever in any part of the world;
“Letter of Award”	means the letter from Meningitis Now to the Institution confirming the award of the Grant;
“Patent Applications”	means any patent applications filed in respect of all or part of the Foreground IPR;
“Principal Investigator”	means the lead researcher on the Project, who is referred to as the Principal Applicant in the Application Form;
“Staff”	means the persons engaged or employed by the Institution for the purposes of the Project (whether employed or self-

employed, part-time or full-time, as employee, researcher, consultant, student or in any other capacity); and

“Terms and Conditions” means these Terms and Conditions of Grant Aid, as varied by the special conditions of grant (if any) set out in the Letter of Award;

1.2 In these Terms and Conditions, unless the context requires otherwise:-

1.2.1 words importing the singular shall include the plural and visa versa;

1.2.2 references to any gender shall include all other genders; and

1.2.3 references to any statute or statutory provision include a reference to that statute or statutory provision as amended, consolidated, modified, extended, re-enacted or replaced from time to time (whether before or after the date of these Terms and Conditions) and include any order, regulation, instrument or other subordinate legislation made under the relevant statute or statutory provision.

## **2. Terms and Conditions**

2.1 These Terms and Conditions, signed by an authorised representative of the Institution in accordance with paragraph 19 below, together with the Application Form and the Letter of Award constitute a legally binding agreement between Meningitis Now and the Institution once signed by Meningitis Now and returned to the Institution.

2.2 In the event of an inconsistency between the Terms and Conditions and the terms of the Application Form and the Letter of Award, in the absence of an express written statement by Meningitis Now to the contrary, these Terms and Conditions shall prevail.

2.3 These Terms and Conditions will remain in full force and effect as follows:-

2.3.1 for the period of [one] year following payment of the last instalment of the Grant;

2.3.2 so long as any part of the Grant remains unspent;

2.3.3 so long as any Terms and Conditions remain unperformed or any breach of the same continues;

whichever shall be the longer.

2.4 Any provisions which are expressed to survive termination of the Grant Period or from their nature or context it is contemplated that they are to survive the same shall remain in full force and effect notwithstanding such termination.

## **3. General**

3.1 The Grant must be used by the Institution only for the purposes of the Project.

3.2 Any significant departures from the Project must be notified immediately in writing to Meningitis Now so that it may determine in its sole discretion whether to continue its support.

3.3 If the Project does not start within [six] months of the date of the Letter of Award, the Institution must send Meningitis Now a report of the reasons for the delay.

- 3.4 The first instalment of the Grant must be taken up within [12] months of the date of the Letter of Award otherwise it will automatically lapse unless Meningitis Now confirms to the contrary in writing.
- 3.5 Meningitis Now is entirely dependent on voluntary donations and the Grant will therefore be payable subject to the continued availability of funds.

#### **4. Employment of Staff**

- 4.1 Meningitis Now does not act as an employer and therefore in all cases where the Grant includes support for the employment of Staff, the Institution shall be employers in accordance with all applicable laws in the country in which the Institution is situated. Meningitis Now will not be responsible for claims under any statute or at common law in relation to, nor any liabilities arising from the employment of Staff and the Institution undertakes to indemnify Meningitis Now in full in respect of any liability or claims made against Meningitis Now howsoever arising from the employment of Staff by the Institution for the purposes of the Project.
- 4.2 Any new Staff recruited by the Institution as a result of the Grant must be recruited in accordance with the best practice procedures prevailing in the field in which the Institution operates.
- 4.3 The Trustees of Meningitis Now have a duty to ensure that all funded Project research is of the highest quality. To this end, Meningitis Now must be notified immediately of any changes to senior Staff engaged in the Project.
- 4.4 The Institution must obtain from all Staff funded by the Grant, undertakings in favour of Meningitis Now of an equivalent nature to those on the part of the Institution contained in the Application Form and in these Terms and Conditions including but not limited to undertakings regarding confidentiality.
- 4.5 The Institution shall in connection with all aspects of the Project, accept full responsibility for the management, monitoring and control and compliance with all applicable laws, regulations, codes of practice and guidelines governing the use of radioactive isotopes, animals (see also paragraph 6 below), pathogenic organisms, genetically manipulated organisms (GMOs), toxic and hazardous substances, and research on human subjects and human embryos (see also paragraph 5 below).
- 4.6 The Institution shall ensure that all Staff receive training appropriate to their duties, in accordance with the regulations set down under The Control of Substances Hazardous to Health Regulations 2002 (COSHH), the Advisory Committee on Dangerous Pathogens (ACDP), the Scientific Advisory Committee on Genetic Modification (ACGM), the Health and Safety at Work Regulations and any other regulatory requirements as may apply from time to time. For Staff involved in the Project and employed by an Institution from outside the UK, the Institution shall ensure that such Staff receive training appropriate to the applicable safety legislation, regulations or guidelines from time to time in force.
- 4.7 The Institution shall be responsible for maintaining appropriate policies of insurance covering professional, public and employers' liabilities insurance and it shall provide evidence of such cover to Meningitis Now upon request.
- 4.8 The Institution shall ensure that, where appropriate, relevant Staff obtain:
- 4.8.1 appropriate cover with a professional medical defence insurance for any Project activities not covered by NHS indemnity arrangements or by any additional insurance provision made by the Institution; and

#### 4.8.2 General Medical Council registration.

- 4.9 Meningitis Now will not, save in exceptional circumstances, be willing to consider requests for additional Grant monies for salary purposes (including but not limited to absence of Staff due to sickness or injury). Consequently, any increments or other salary increases not identified in the Application Form will be the responsibility of the Institution. For the avoidance of doubt Meningitis Now will not be obliged to finance either wholly or partly any salary increase(s).
- 4.10 Meningitis Now will not pay the cost of maternity, paternity, adoption, parental or sickness leave or time off for dependants for Staff funded by the Grant. As the employer, the Institution will be obliged to pay any statutory or contractual maternity and/or paternity and/or adoption and/or sickness payments from funds not comprising Grant monies. If a member of Staff is due to take maternity or paternity or adoption or sickness leave, the Institution should inform Meningitis Now of the dates in advance so that the relevant part of the Grant can be suspended for the period of such leave until full-time employment is resumed. Should alternative arrangements be proposed, including temporary appointments or return to work on a part-time basis, Meningitis Now's permission must be obtained in writing prior to the commencement of the relevant leave.
- 4.11 The tenure of appointment of Staff must be confined strictly to the Grant period unless the Institution wishes to retain the Staff beyond this period for its own purpose and at its own expense.
- 4.12 If the Principal Investigator moves to another institution or otherwise ceases to work on the Project, then Meningitis Now must be informed immediately. In such circumstances Meningitis Now reserves the right to terminate the Grant and transfer the Grant (including any unpaid or unspent monies) to another institution without any liability to the Institution. In such circumstances the Institution shall be deemed to have discontinued the financial support of the prosecution or maintenance of the protection of the Foreground IPR and the provisions of clause 10.6 shall apply in full.

## 5. Ethics

- 5.1 If the Project includes research on human subjects, sample or data it will be the responsibility of the Institution to obtain the following approvals as appropriate:-
- 5.1.1 approval from the Research Ethics Committee of the Institution;
  - 5.1.2 Multi-Centre Research Ethics Committee approval;
  - 5.1.3 Local Research Ethics Committee approval;
  - 5.1.4 such approvals as would ordinarily be required in the country in which the Project takes place.
- 5.2 Unless otherwise agreed by Meningitis Now no part of the Grant shall be paid to the Institution and no part of the Project shall commence until the Institution has provided Meningitis Now with satisfactory evidence that all necessary approvals have been obtained.

## 6. Experiments involving animals

- 6.1 The use of animals in experiments connected with the Project must be limited to that set out in the Application Form.
- 6.2 Where the Project involves the use of animals the Institution shall ensure that:-

- 6.2.1 before the Project commences all necessary licences have been obtained;
- 6.2.2 the Project is carried out in accordance with all applicable laws, codes of practice and guidelines, (including but not limited to Meningitis Now's policy as set out in the Application Form); and
- 6.2.3 irrespective of paragraph 6.2.2 above, the Project shall be carried out to the highest possible standard.

## **7. Equipment**

- 7.1 Equipment is to be used in the department in which the Principal Investigator currently works, and primarily and mainly for the Project. The Equipment may only be used for other research provided this in no way interferes with or delays the Project research or reduces the effectiveness of the Equipment in relation to the Project. If the Equipment is used for any purpose other than for the Project Meningitis Now reserves the right to charge a fair and reasonable rate as determined by Meningitis Now from time to time for such use. Furthermore, Meningitis Now reserves the right to require a full or partial repayment of the Grant, should the Equipment cease to be used for research into meningitis and associated infections.
- 7.2 Title in the Equipment remains with Meningitis Now but the Equipment shall remain at the risk of the Institution. The Institution shall be entitled to possession only of the Equipment which shall be held in a fiduciary capacity as bailee.
- 7.3 Meningitis Now will reimburse the Institution only for the purchase of the Equipment as detailed in the Application Form, and no alternative or additional equipment may be purchased without the prior written approval of Meningitis Now.
- 7.4 If the Institution is a registered charity, it is possible to obtain exemption from the payment of VAT for equipment donated or bought for medical research. If the Institution does not have VAT exemption arrangements, a VAT exemption certificate should be obtained from Meningitis Now by contacting Meningitis Now's Head of Finance.
- 7.5 Any loss resulting from payments made for Equipment in advance of delivery will be entirely the responsibility of the Institution. The Institution is responsible for ensuring that all Equipment has adequate insurance cover and if any Equipment is damaged or destroyed during its useful lifetime the Institution will be required to repair or replace it to its full value.
- 7.6 Without prejudice to paragraph 7.7 below, should the Principal Investigator move to another institution during the Grant Period or within three years of the expiry of the Grant Period, Meningitis Now reserves the right to require that the Equipment be returned to Meningitis Now or such other body or person as Meningitis Now shall nominate at the cost of the Institution.
- 7.7 It is the responsibility of the Institution to maintain the Equipment during its actual useful lifetime. The Equipment shall not be disposed of during its useful lifetime without Meningitis Now's prior written approval.
- 7.8 A prominent label shall be attached to all Equipment showing the Equipment was provided by Meningitis Now in a form approved by Meningitis Now.
- 7.9 In exceptional circumstances, further Terms and Conditions in relation to highly specialised items of Equipment may be detailed in the Letter of Award.

- 7.10 Should any activity other than in relation to the Project be carried out using the Equipment then Meningitis Now's prior written approval must be obtained, and such agreement may be conditional and dependent upon Meningitis Now sharing in any financial benefit that results.
- 7.11 For three years after the end of the Grant Period Meningitis Now shall be entitled to recover any or all of the Equipment and for that purpose the Institution shall grant Meningitis Now and its agents or employees an irrevocable licence to enter upon the premises where the Equipment is stored.
- 7.12 Meningitis Now's rights contained in this clause 7 shall remain in effect on termination of these Terms and Conditions.

## **8. Limitations of Meningitis Now's Liability**

- 8.1 The Institution agrees and acknowledges that Meningitis Now shall not be liable to the Institution or the Principal Investigator for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by the Institution and/or the Principal Investigator howsoever arising from these Terms and Conditions or the application of the Grant monies or from their expenditure or otherwise arising out of the Project. The control of expenditure to be funded by the Grant must be governed by the normal standards and procedures of the Institution and must be covered by the formal audit arrangements that exist within the Institution.
- 8.2 The Institution undertakes to indemnify and keep Meningitis Now indemnified and hold Meningitis Now harmless from and against any breach by the Institution and/or the Principal Investigator of these Terms and Conditions and any claim brought against Meningitis Now by a third party resulting from any negligent act or breach of duty by the Institution (or its Staff including the Principal Investigator) in conducting the Project or publishing the results thereof including but not limited to any claims or actions made against Meningitis Now by reason of any personal injury, including death, damage to property, or other damage howsoever arising.

## **9. Financial Arrangements**

- 9.1 Reimbursement of expenditure funded by the Grant will only be made by Meningitis Now on receipt of claims which have been properly incurred and are certified to be correct by the chief administrative officer of the Institution. Claims must be submitted in a form prescribed or approved by Meningitis Now.
- 9.2 Subject to clause 9.1 claims for reimbursement of expenditure should be submitted biannually (six monthly) in arrears from the agreed start date referred to in the Letter of Award unless otherwise agreed and will be paid by Meningitis Now within 28 days of receipt of the claim.
- 9.3 Claims for reimbursement of the cost of Equipment must be accompanied by copies of the appropriate supplier's invoice.
- 9.4 Meningitis Now reserves the right to ask for confirmation from the external auditors of the Institution of the following:-
- 9.4.1 that the annual accounts of the Institution have been approved by the auditors without qualification;
  - 9.4.2 that the management letter from the auditors confirms that proper systems of control were in place and that there were no matters that did or could significantly affect the administration of the Grant; and

- 9.4.3 that the Grant has been used for the purposes for which it was awarded.
- 9.5 Meningitis Now also reserves the right to ask auditors of its own choice to request confirmation from the external auditors of the Institution of amounts paid by Meningitis Now in respect of the Grant. In addition, Meningitis Now may, at its discretion and cost, decide to commission a separate audit of the Grant and/or the systems used by the Institution to administer the Grant, including the system of equipment procurement, and, in so doing, it may or may not seek to use the internal audit function of the Institution.
- 9.6 If at completion of the Project the Project runs under budget, any excess Grant monies shall belong to Meningitis Now and shall not be made available to the Institution for other purposes.
- 9.7 The final claim for payment of Grant monies will only be accepted by Meningitis Now if it is submitted by the Institution within 12 months of the end of the Grant Period.

## **10. Intellectual Property and Commercial Exploitation**

- 10.1 Meningitis Now is committed to advancing the education of the public through the promotion and support of research into the causes and treatment of all strains of meningitis and associated infections and diseases whether viral or bacterial in nature on terms that the results of such useful research are published. Meningitis Now wishes (and is obliged as a matter of charity law) to ensure that the useful results of the Project research are published “for the public good”. At the same time, Meningitis Now recognises the pressures upon research institutions and therefore the following paragraphs of this section are intended to pay due regard to both of these potentially disparate requirements.
- 10.2 Title to all Background IPR shall remain with the Institution. Subject to clause 10.6 below, title to the Foreground IPR shall belong to the Institution.
- 10.3 The Institution shall:-
- 10.3.1 develop and implement strategies and procedures for the identification, protection and exploitation of the Foreground IPR;
  - 10.3.2 unless otherwise agreed bear all costs incurred in connection with the preparation, filing, prosecution and maintenance of any Patent Applications filed by the Institution;
  - 10.3.3 keep Meningitis Now advised as to the progress of the research (and provide copies of relevant results and research where appropriate) and any Patent Applications, and provide Meningitis Now with copies of all papers received and filed in connection with the Patent Applications;
  - 10.3.4 not amend or abandon any Patent Application or registration made in its sole name without first consulting with Meningitis Now;
  - 10.3.5 notify Meningitis Now promptly if any Foreground IPR that may be of medical or commercial value is created, and ensure that such Foreground IPR is protected and not published or otherwise publicly disclosed prior to protection (whilst at the same ensuring that potential delays in publication are minimised);
  - 10.3.6 ensure that all Staff are engaged, employed or retained on terms that vest the Foreground IPR in the Institution;

- 10.3.7 ensure that the Foreground IPR is not commercially exploited in any way without the prior written consent of Meningitis Now such consent not to be unreasonably withheld. As a condition of granting such consent, Meningitis Now will require the Institution to agree to the terms of exploitation of the Foreground IPR (which for the avoidance of doubt may include a licence permitting Meningitis Now to publish the results of the research where this will not damage the chances of success of any Patent Application), including the sharing of the benefits (such as revenues and equity) on terms to be agreed and in default of agreement as directed by the Association of Medical Research Charities (“AMRC”) on application by Meningitis Now or such other independent body as Meningitis Now shall direct from time to time. (For the avoidance of doubt, exploitation includes use of the Foreground IPR for any commercial purpose including but not limited to any licence, sale, assignment, materials transfer or other transfer of rights).
- 10.4 The Institution shall at the request of Meningitis Now provide Meningitis Now with:-
- 10.4.1 an annual report setting out details of the exploitation of Foreground IPR for the period covered by the report, including any sums received in respect of such exploitation;
  - 10.4.2 copies of all agreements with commercial or other partners regarding exploitation of the Foreground IPR; and
  - 10.4.3 the right to audit the Institution’s relevant accounts.
- 10.5 The Institution shall inform Meningitis Now as soon as is reasonably practicable on entering into any confidentiality agreements with any third party where that third party would obtain knowledge of the results of the Project research or the Foreground IPR. The prior approval of Meningitis Now must be obtained where the terms of such confidentiality agreement places restrictions on the rights of Meningitis Now or the Institution to publish the results of the Project research.
- 10.6 If the Institution decides not to file any Patent Application, or fails to commercially exploit the Foreground IPR or decides to discontinue the financial support of the prosecution or maintenance of the protection of any Foreground IPR or otherwise does not proceed with the protection of any Foreground IPR Meningitis Now may request that title to the Foreground IPR shall belong to Meningitis Now or shall be transferred to a third party as directed by Meningitis Now. The Institution will promptly notify Meningitis Now of its intention not to file any Patent Application or otherwise proceed with the protection of any Foreground IPR and fully co-operate (and ensure that the Staff co-operate) with Meningitis Now so that Meningitis Now (or such other party as Meningitis Now directs) will have an unreserved and unrestricted right, but not a duty, to file any Patent Application itself at its own cost and in its own name, or otherwise seek protection of the Foreground IPR and the Institution will not be entitled to share in any resulting profit or benefit. Such co-operation shall include the taking of all steps and execution of all documents as may be required to entitle Meningitis Now (or such other third party as Meningitis Now directs) to file and/or prosecute Patent Applications in such manner and to such extent as Meningitis Now shall consider fit.
- 10.7 The Institution shall not without the prior written consent of Meningitis Now assign, transfer or in any other way part with any rights in connection with the Foreground IPR.
- 10.8 In order to support Meningitis Now’s obligation to ensure that the useful results of the Project research are published for the public good, the Institution is required to and hereby does permit Meningitis Now (free of charge) use of any copyright material created or acquired in connection

with the Project except where, and only for so long as, such use involves publication of the material and any such proposed publication would be likely to:

- 10.8.1 prejudice the successful prosecution of any Patent Applications;
  - 10.8.2 infringe the intellectual property rights of a third party or amount to an unauthorised disclosure of information which is subject to obligations of confidence owed to a third party.
- 10.9 Occasionally it will be necessary for Meningitis Now to require that all copyright and rights of a similar nature arising from the Project and capable of being conferred under the laws of the United Kingdom and such other relevant countries should be assigned to and vested absolutely in Meningitis Now. At the request of Meningitis Now, the Institution shall execute or procure the execution of such deeds and documents and do such other acts and things as may be necessary to achieve such assignment and transfer. When this is the case, there will be a specific condition in the Letter of Award.
- 10.10 The Institution represents that it is entitled to use the Background IPR for the project and shall hold Meningitis Now harmless against all liabilities, claims, losses, damages and expenses suffered by Meningitis Now should Meningitis Now's and/or the Institutions use of the Background IPR infringe the rights of a third party.
- 10.11 The Institution shall immediately give notice in writing to Meningitis Now of any challenge to the Intellectual Property arising from the Project or any inadvertent disclosure or unauthorised use of such intellectual property which comes to its knowledge and of any claim by a third party coming to its notice that the use of the Intellectual Property infringes any rights of any other person, and the Institution shall at the request and expense of Meningitis Now do all such things as may be reasonably required to assist Meningitis Now in taking or resisting any proceedings in relation to any such infringement, passing off or claim.

## **11. Termination of the Grant**

- 11.1 Meningitis Now may terminate the Grant at any time on the giving of not less than three months notice in writing to the Institution. Meningitis Now shall subject to the provisions of clause 9 above reimburse the Institution for Project expenditure properly incurred up to the date of termination provided only that such expenditure is deemed by Meningitis Now (in its sole discretion) to have been necessarily incurred by the Institution under normal operating circumstances (in accordance with previous claims made by the Institution under this Agreement) and has not been incurred due to the acceleration of the Project (for example but not limited to the payment of additional Staff or overtime for existing Staff).
- 11.2 Meningitis Now may terminate the Grant forthwith (without prejudice to any of its other rights and remedies) if:
- 11.2.1 the Institution, the Principal Investigator or any of the Staff commits any breach of this Agreement and, in the case of a breach capable of remedy, fails to remedy the same within 14 days after receipt of a written notice from Meningitis Now giving full particulars of the breach and containing a request for it to be remedied (such remedy to be carried out at the cost of the Institution); or
  - 11.2.2 the Institution has an encumbrancer take possession of or a receiver or administrator or administrative receiver appointed over any of its property or assets; or

- 11.2.3 the Institution makes a voluntary arrangement with its creditors or becomes subject to an administration order; or
  - 11.2.4 in the sole opinion of Meningitis Now the Project is not being carried out in a professional manner and in compliance with applicable guidelines and legislation; or
  - 11.2.5 any reports or reviews arising from the Project are deemed to be negligent or otherwise unsatisfactory by Meningitis Now's Scientific and Medical Advisory Panel; or
  - 11.2.6 the Principal Investigator leaves the Institution; or
  - 11.2.7 the Principal Investigator, the Institution or any of the Staff commit any act of dishonesty or other gross misconduct or gross incompetence or gross negligence of duty in respect of the Project.
- 11.3 The Institution shall repay any unused Grant monies and return all property and information belonging to Meningitis Now in its possession and contents to Meningitis Now within 4 weeks of the date of such termination.
- 11.4 Termination shall be without prejudice to the accrued rights of either party at the termination date. The obligations in paragraph 7, 10 and 16 shall survive termination.

## **12. Progress Reports**

- 12.1 Recipients of awards are required to submit interim progress reports on a six-monthly basis and a full report annually. The short six-monthly pro forma reports will be by email. For two- or three-year projects, Meningitis Now may arrange a site visit to gain insight into the Project's progress. This would normally occur in the second year. For the avoidance of doubt reports must be received by Meningitis Now within one month of the relevant monthly deadline as set out above. They will also be required to submit a final report on the Project within three months of the end of Grant Period which should refer to the clinical benefit/potential value of the Project in relation to the prevention, causes, diagnosis and/or treatment of meningitis and associated infections and their complications, as explained in section 5b of the Application Form. All reports should be accompanied by a lay summary and a financial statement showing a breakdown of expenditure of all Grant monies. In order to ascertain the long-term impact of our funding we would like an additional report one year after the end of the Grant Period. Details of the required format for reports will be issued by Meningitis Now. Time shall be of the essence in relation to the obligations of the award recipients under this clause.
- 12.2 Upon failure to submit a report as aforesaid, Meningitis Now may refuse to consider further grant requests, or withdraw payment of Grant monies and shall have the right to terminate the Grant under clause 11.2.

## **13. Site Visits**

Meningitis Now may inspect the Project facilities at the Institution at any reasonable time by giving reasonable notice to the Institution.

## **14. Supervision, monitoring and evaluation**

- 14.1 The Trustees of Meningitis Now have a responsibility to ensure that work of the highest quality is produced. Meningitis Now therefore requires that the Institution ensures that all funded work is

always adequately supervised, monitored and evaluated. The results of the Project research must be subject to proper evaluation before they are published.

- 14.2 The Project shall also be subjected to peer review at such intervals as Meningitis Now shall reasonably decide.

## **15. Publications and Publicity**

- 15.1 Meningitis Now's ability to award grants is dependent upon continued support from voluntary donations. In order to maintain the level of such donations the public needs to be kept informed of the successes of research. Meningitis Now must, therefore, be kept informed at all times and as soon as is reasonably possible of the results of the Project research.

- 15.2 Subject to paragraph 10 above, the Institution must ensure that all useful knowledge acquired from the Project research is disseminated to the public and others able to utilise or benefit from it. Where the research is highly technical, restricted access through medical publications, universities, and other medical and educational establishments to persons who have a sufficient reason to study the material will be acceptable.

- 15.3 The Institution must ensure that the Principal Investigator takes all reasonable actions to ensure that Meningitis Now's contribution to the funding of the Project is acknowledged in line with the standard publishing format of the relevant medium or otherwise sufficiently prominently, in all publications, presentations and other communications relating to the Project. The Institution shall ensure that it takes all opportunities in any media coverage to promote Meningitis Now and agrees that wherever possible it will work with Meningitis Now to maximise opportunities for promoting the Project and will make a spokesperson available to the media.

- 15.4 The Institution must ensure that any written news statement associated wholly or partly with the Project is approved by Meningitis Now in advance.

- 15.5 The Institution shall ensure that the Principal Investigator contacts Meningitis Now before contacting the media on any aspect of the Project. Meningitis Now reserves the right to require that the Institution makes clear in any published material, that the conclusions of the Project research are not the views of Meningitis Now. Meningitis Now must therefore be given sufficient notice of proposed publications in order to exercise this right.

- 15.6 The Institution shall ensure that the Principal Investigator forwards at least one copy of every research paper (based wholly or partly upon Project research funded by the Grant) and any other proposed publication of the results of the Project to Meningitis Now after it is accepted for but before publication. As part of Meningitis Now's ongoing evaluation of its activities, this obligation shall continue after the end of the Grant Period.

## **16. Confidential Information**

- 16.1 Neither party may use, divulge or communicate to any person any Confidential Information of the other party which may come to its knowledge during the Grant Period.

- 16.2 Each party agrees to ensure that its employee, agents, personnel and sub-contractors are aware of and comply with the confidentiality and non-disclosure provisions contained in this clause 16 and each party shall be responsible to the other in respect of any loss or damage which a party may sustain or incur as a result of any breach of confidence by any of such persons.

- 16.3 If either party becomes aware of any breach of confidence by any of its employees, agents, personnel or sub-contractors it shall promptly notify the other party and give the other party all

reasonable assistance in connection with any proceedings which that party may institute against any such persons.

16.4 The provisions of this clause shall survive the expiration or termination of the Grant Period but the restrictions contained in this clause shall not apply to any Confidential Information which:

16.4.1 comes into the public domain otherwise than through unauthorised disclosure under this clause 16;

16.4.2 is already known to the disclosing party prior to the date of these Terms and Conditions;

16.4.3 is lawfully acquired from a third party who owes no duty of confidence to the disclosing party; or

16.4.4 is required by any court of competent jurisdiction or by a governmental or regulatory authority to be disclosed or where there is a legal right, duty or requirement to disclose, provided that where possible and without breaching any such requirements, 2 days' notice is given to the other party of any such disclosure.

## **17. Good Scientific Practice**

Meningitis Now expects the highest standards of integrity to be adhered to by the Institution and the Staff. The Institution must ensure that it has in place formal procedures for the investigation of allegations of scientific misconduct.

## **18. Variations to these Terms and Conditions**

18.1 Grants awarded by Meningitis Now are subject to the Terms and Conditions. However, Meningitis Now reserves the right to make reasonable changes to the Terms and Conditions from time to time which shall become effective upon written approval by the Institution, such approval not to be unreasonably withheld or delayed

18.2 If for any reason during the Grant Period the amount of the Grant is varied, Meningitis Now reserves the right to apply the Terms and Conditions of Grant Aid current at the time of the amendment.

## **19. Acceptance of the Grant**

Subject to clause 2.1 above before the Grant may be activated, the Institution must accept, and agree to abide by, this Agreement, by signing and returning one copy to Meningitis Now. These Terms and Conditions may only be signed by a senior staff member who has the authority to commit the Institution to the Agreement. Such an individual may be: The Principal, the Vice Chancellor or Dean, the Registrar, the Secretary, the Research Contracts Officer, the Bursar, the Finance Officer or the Chief Accountant of the Institution.

## **20. Disputes**

In the event of a dispute between the parties arising out of these Terms and Conditions such dispute shall be determined by agreement between the parties or, failing such agreement within 30 days, either by AMRC or such other independent expert or arbitrator as Meningitis Now shall appoint whose determination shall be conclusive and binding. The proper charges and disbursements of AMRC or such expert or arbitrator shall be paid and borne on each occasion in

such proportions as AMRC shall in its discretion consider fair and reasonable (or in the absence of any directions by Meningitis Now as to one half and the Institution as to the other half).

## **21. Miscellaneous**

- 21.1 The headings to these Terms and Conditions are for convenience only and shall not affect their consideration.
- 21.2 Failure or delay by Meningitis Now in enforcing or partially enforcing any provision of these Terms and Conditions shall not be construed as a waiver of any of its rights under these Terms and Conditions. No waiver of any of these Terms and Conditions by either party shall be deemed to be a further or continuing waiver of any subsequent breach of that term or condition or any other term or condition.
- 21.3 The Institution shall not be entitled to assign, sub-licence, novate or part with possession of any of its rights or liabilities hereunder without the prior written consent of Meningitis Now. Meningitis Now shall be free to sub-contract the performance of all or part of its obligations hereunder.
- 21.4 A person who is not party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions.
- 21.5 These Terms and Conditions and any dispute or claims arising out of or in connection with their subject matter are governed by and construed in accordance with the law of England. The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms and Conditions.
- 21.6 Any notice required under these Terms and Conditions or by statute, law or regulation shall (unless otherwise provided) be in writing and delivered in person, sent by facsimile or registered mail or sent by email or facsimile to the respective parties address as set out above or as each party may from time to time designate by notice hereunder. Any such notice shall be considered to have been given on the first working day of actual delivery or sending by facsimile or email or in any event within 2 working days after it was posted in the manner herein before provided.