

**DATED**

2022

**CVS (UK) LIMITED**

**(1)**

**[RECIPIENT]**

**(2)**

**CLINICAL RESEARCH AWARDS FUNDING AGREEMENT**



Birketts LLP: Offices in Cambridge | Chelmsford | Ipswich | Norwich | London

[www.birketts.co.uk](http://www.birketts.co.uk)

## TABLE OF CONTENTS

<b>Clause</b>		<b>Page</b>
1.	DEFINITIONS AND INTERPRETATION.....	1
2.	PURPOSE OF GRANT .....	4
3.	PAYMENT OF GRANT .....	4
4.	USE OF GRANT .....	5
5.	ACCOUNTS AND RECORDS.....	6
6.	MONITORING AND REPORTING.....	6
7.	ACKNOWLEDGMENT AND PUBLICITY .....	7
8.	INTELLECTUAL PROPERTY RIGHTS.....	8
9.	CONFIDENTIALITY .....	9
10.	DATA PROTECTION .....	10
11.	WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT .....	10
12.	COMPLIANCE.....	11
13.	ANTI BRIBERY COMPLIANCE.....	11
14.	LIMITATION OF LIABILITY AND INDEMNITY .....	12
15.	WARRANTIES .....	12
16.	INSURANCE .....	13
17.	DURATION.....	13
18.	TERMINATION.....	14
19.	ASSIGNMENT.....	14
20.	WAIVER .....	14
21.	NOTICES .....	14
22.	DISPUTE RESOLUTION .....	14
23.	NO PARTNERSHIP OR AGENCY.....	15
24.	CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 .....	15
25.	ENTIRE AGREEMENT .....	15
26.	GOVERNING LAW AND JURISDICTION.....	16
27.	EXECUTION .....	16
	SCHEDULE 1 THE PROJECT.....	17

SCHEDULE 2 PAYMENT SCHEDULE..... 18

SCHEDULE 3 BREAKDOWN OF GRANT ..... 19

THIS AGREEMENT is made on the [ ] day of 2022

**BETWEEN**

- (1) **CVS (UK) LIMITED** registered number 03777473 whose registered office is CVS House, Owen Road, Diss, Norfolk, England IP22 4ER (**Funder**);
- (2) **[NAME OF RECIPIENT] [RELEVANT DETAILS OF LEGAL STRUCTURE]** whose principal address is at **[ADDRESS]** (**Recipient**).

**BACKGROUND**

- (A) The Recipient has applied for the Grant to assist it in carrying out the Project.
- (B) This agreement sets out the terms and conditions on which the Grant is made by the Funder to the Recipient.
- (C) These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

**AGREED TERMS**

**1. DEFINITIONS AND INTERPRETATION**

1.1 The following definitions and rules of interpretation in this clause apply in this agreement (**Agreement**):

- Bribery Act** the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;
- Commencement Date** **[START DATE – NO LONGER THAN SIX MONTHS AFTER THE OFFER OF THE RESEARCH AWARD]**;
- Confidential Information** any information of a confidential or proprietary nature including where applicable any Intellectual Property Rights, Know-How or other business, technical or commercial information;

<b>Data Protection Legislation</b>	all applicable data protection legislation and privacy legislation in force from time to time in the UK including the 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); any other directly applicable European Union regulation relating to privacy; 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 and the privacy of electronic communications;
<b>GDPR</b>	General Data Protection Regulation ((EU) 2016/679);
<b>Governing Body</b>	the governing body of the Recipient;
<b>Grant</b>	the sum of £[AMOUNT] to be paid in accordance with this Agreement;
<b>Grant Period</b>	the period for which the Grant is awarded starting on the Commencement Date and ending on [DATE BY WHICH THE GRANT MUST BE SPENT];
<b>Group Member</b>	any subsidiary or holding company of the Funder and any subsidiary or holding company of the Funder (other than the Funder);
<b>Intellectual Property Rights</b>	all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions;
<b>Know-How</b>	information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale;

<b>Liabilities</b>	all claims or proceedings made or brought or threatened against the Funder (or Group Member) by any person and all losses, liabilities or costs (on a full indemnity basis), damages and expenses the Funder (or Group Member) does or will incur or suffer as a result of defending or settling any such actual or threatened claims or proceedings;
<b>Losses</b>	all losses (including but not limited to all direct, indirect and consequential losses), liabilities, costs, damages and expenses that the Funder (or Group Member) does or will incur or suffer;
<b>Personal Data</b>	shall have the same meaning as set out in the Data Protection Legislation;
<b>Project</b>	the project described in Schedule 1;
<b>Project Manager</b>	the individual who has been nominated to represent the Funder for the purposes of this Agreement.

- 1.2 Clause headings shall not affect the interpretation of this Agreement.
- 1.3 Words in the singular shall include the plural and vice versa.
- 1.4 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 1.5 Any words following the terms **including**, **include** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.6 A reference to **writing** or **written** includes email.
- 1.7 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary defined in section 1159 of the Companies Act 2006.
- 1.8 References in this Agreement to a **person** include a natural person, corporate or unincorporated body (whether or not it has a separate legal personality).

1.9 References in this Agreement to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.

1.10 References in this Agreement to **termination** means **termination or expiry**.

1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

## 2. **PURPOSE OF GRANT**

2.1 The Recipient shall use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement.

2.2 The Recipient shall not make any material change to the Project, including the study title and method, without the Funder's prior written approval.

2.3 Where the Recipient intends to apply to a third party for other funding for the Project, it will notify the Funder in advance of its intention to do so and, where such funding is obtained, it will provide the Funder with details of the amount and purpose of that funding.

2.4 The Recipient shall not:

2.4.1 apply for funding from a third party that could give rise to a conflict of interest with the Funder; or

2.4.2 allow its obligations to that third party funder to conflict with the duties that it owes to the Funder under this Agreement.

2.5 The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that the Funder is funding in full under this Agreement.

## 3. **PAYMENT OF GRANT**

3.1 Subject to clause 11, the Funder shall pay the Grant to the Recipient in accordance with Schedule 2. The Recipient agrees and accepts that payments of the Grant can only be made to the extent that the Funder has available funds.

3.2 No Grant shall be paid unless and until the Funder is satisfied that such payment will be used for proper expenditure in the delivery of the Project.

- 3.3 The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.
- 3.4 The amount of the Grant shall not be increased in the event of the Grant Period being extended.
- 3.5 The Recipient shall promptly repay to the Funder any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.
- 3.6 If VAT is held to be chargeable in respect of the Grant, the Grant payment shall be deemed to be inclusive of VAT, and:
- 3.6.1 the Funder shall not be obliged to pay any additional amount by way of VAT, and
- 3.6.2 the Recipient shall furnish the Funder with a valid VAT invoice in respect of the Grant.

#### 4. **USE OF GRANT**

- 4.1 The Grant shall be used by the Recipient for the delivery of the Project in accordance with the agreed budget set out in Schedule 3. For the avoidance of doubt, the amount of the Grant that the Recipient may spend on any item of expenditure listed in column 1 of Schedule 3 shall not exceed the corresponding sum of money listed in column 2 without the prior written Agreement of the Funder.
- 4.2 Where the Recipient has obtained funding from a third party in relation to its delivery of the Project (including without limitation funding for associated administration and staffing costs), the amount of such funding shall be included in the budget in Schedule 3 together with a clear description of what that funding shall be used for.
- 4.3 The Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period.
- 4.4 Should any part of the Grant remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent monies are returned to the Funder or, if agreed in writing by the Funder, shall be entitled to retain the unspent monies to use for charitable purposes as agreed between the parties.



4.5 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project must be managed and paid for by the Recipient using the Grant or other resources of the Recipient. There will be no additional funding available from the Funder for this purpose.

## 5. ACCOUNTS AND RECORDS

5.1 The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds.

5.2 The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.

5.3 The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate. The Funder shall have the right to review, at the Funder's reasonable request, the Recipient's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.

## 6. MONITORING AND REPORTING

6.1 The Recipient shall closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.

6.2 The Recipient shall provide the Funder with an annual financial report and an annual operational report on its use of the Grant and delivery of the Project in such formats as the Funder may reasonably require. The Recipient shall provide the Funder with each report within one month of each anniversary of the Commencement Date.

6.3 Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient shall include the amount of such funding in its financial reports together with details of what that funding has been used for.

6.4 Along with its annual financial report, the Recipient shall provide the Funder with a risk register and insurance review in the format provided by the Funder. The Recipient shall, amongst others, address the health and safety of its staff in the risk register.

6.5 The Recipient shall on request provide the Funder with such further information, explanations and documents as the Funder may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.

- 6.6 The Recipient shall permit any person authorised by the Funder such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.
- 6.7 The Recipient shall co-operate with the Funder (including with the individual nominated by the Funder to collaborate on the Project) on all matters relating to the Project and the Grant.
- 6.8 The Recipient shall provide the Funder with a final report on completion of the Grant Period which shall confirm whether the Project has been successfully and properly completed. Such report shall be produced within two months of the end of the Grant Period.
- 6.9 The Recipient shall appoint a person responsible for managing the Project on behalf of the Recipient (**Principal Investigator**).
- 6.10 The Recipient shall not remove or replace the Principal Investigator unless:
- 6.10.1 requested to do so by the Funder;
  - 6.10.2 the person is on long-term sick leave;
  - 6.10.3 the element of the Project in respect of which the individual was engaged has been completed;
  - 6.10.4 the person resigns from their employment with the Recipient;
  - 6.10.5 the person ceases to be a student at the Recipient; or
  - 6.10.6 the Recipient obtains prior written consent of the Funder.
- 6.11 The Funder may request on reasonable notice at any time during the Grant Period and up to six months following the end of the Grant Period that the Principal Investigator (and/or any appointed researcher) attend meetings with the Funder to present information about the Project.

## 7. **ACKNOWLEDGMENT AND PUBLICITY**

- 7.1 The Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Funder as the source of the Grant.

- 7.2 The Recipient shall acknowledge the support of the Funder in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by the Funder) shall include the Funder's name and logo (or any future name or logo adopted by the Funder) using the templates provided by the Funder from time to time.
- 7.3 In using the Funder's name and logo, the Recipient shall comply with all reasonable branding guidelines issued by the Funder from time to time.
- 7.4 The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Funder.
- 7.5 The Funder may acknowledge the Recipient's involvement in the Project as appropriate without prior notice.
- 7.6 The Recipient shall comply with all reasonable requests from the Funder to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Funder in its promotional and fundraising activities relating to the Project.
- 7.7 The Project is undertaken by the Recipient in pursuance of a primary charitable purpose of the Recipient; that is the advancement of education through teaching and research. Therefore, notwithstanding any other provision of this Agreement any employee or student of the Recipient (in each case whether or not involved in the Project) may discuss work undertaken as part of the Project in Recipient seminars, tutorials and lectures.
- 7.8 Notwithstanding any other provision of this Agreement, the Recipient shall publish work undertaken as part of the Project.
- 7.9 The Recipient will submit to the Funder, in writing, details of any of the results which any employee or student of the Recipient intends to Publish, at least 30 days before the date of the proposed submission for publication (open access preferred).
- 7.10 The Recipient will submit to the Funder, a copy of any work published under or in connection with the Project, within 7 days of such publication.
- 7.11 The Recipient will submit to the Funder, a copy of any publicity materials containing the any work undertaken as part of the Project at least 7 days before the date of publication.
- 7.12 The Recipient agrees that any work published under or in connection with the Project, may be displayed and/or used by the Funder on its website and publicity materials.

Where requested by the Funder, the Recipient shall procure any licence to give effect to this clause on such terms as reasonably required by the Funder.

## **8. INTELLECTUAL PROPERTY RIGHTS**

8.1 The Funder and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the Funder or the Recipient before the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.

8.2 Where the Funder has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as reasonably requested by the Funder.

## **9. CONFIDENTIALITY**

9.1 Each party undertakes that it shall not at any time disclose to any person any Confidential Information of the other party or of any Group Member to which the other party belongs and all other information of a confidential nature, except as permitted by clause 9.2.

9.2 Each party may disclose the other party's Confidential Information:

9.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement and each party shall procure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information materially comply with this clause 9; and

9.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9.3 No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

9.4 The obligation of confidentiality contained in this clause 9 shall not apply or shall cease to apply to any Confidential Information that:

- 9.4.1 at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party; or
- 9.4.2 the parties agrees in writing that the information is not confidential.

## 10. **DATA PROTECTION**

- 10.1 Each Party shall comply with all applicable requirements of and all their obligations under the Data Protection Legislation which arise in connection with the Agreement.

## 11. **WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT**

- 11.1 The Funder's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Funder's other rights and remedies, the Funder may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:
- 11.1.1 the Recipient uses the Grant for purposes other than those for which it has been awarded;
  - 11.1.2 the delivery of the Project does not start within 6 months of the Commencement Date and the Recipient has failed to provide the Funder with a reasonable explanation for the delay;
  - 11.1.3 the Funder considers that the Recipient has not made satisfactory progress with the delivery of the Project;
  - 11.1.4 the Recipient is, in the reasonable opinion of the Funder, delivering the Project in a negligent manner;
  - 11.1.5 the Recipient obtains duplicate funding from a third party for the Project;
  - 11.1.6 the Recipient obtains funding from a third party for the Project that gives rise to a conflict of interest under clause 2.4;
  - 11.1.7 the Recipient obtains funding from a third party which, in the reasonable opinion of the Funder, undertakes activities that are likely to bring the reputation of the Project or the Funder into disrepute;
  - 11.1.8 the Recipient provides the Funder with any materially misleading or inaccurate information;

- 11.1.9 the Recipient fails to comply with clause 13;
- 11.1.10 any member of the governing body, employee or volunteer of the Recipient has: (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project; or (b) taken any actions which, in the reasonable opinion of the Funder, bring or are likely to bring the Funder's name or reputation into disrepute;
- 11.1.11 the Recipient is, in the reasonable opinion of the Funder, committing scientific misconduct including the violation of the standard codes of scholarly conduct and ethical behaviour in the publication of professional research;
- 11.1.12 the Recipient ceases to operate for any reason;
- 11.1.13 the Recipient is unable to pay its debts as they fall due; or
- 11.1.14 the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure.

## 12. **COMPLIANCE**

- 12.1 Each party shall at its own expense comply with all laws and regulations relating to its activities under this Agreement, as they may change from time to time, and with any conditions binding on it in any applicable licences, registrations, permits and approvals.

## 13. **ANTI BRIBERY COMPLIANCE**

- 13.1 Consistent with its general compliance obligations under clause 12 the Recipient shall:
  - 13.1.1 comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010 (**Relevant Requirements**);
  - 13.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
  - 13.1.3 have and shall maintain in place throughout the Grant Period its own policies and procedures, including adequate procedures under the Bribery

Act 2010, to ensure compliance with the Relevant Requirements, and clause 13.1.2, and will enforce them where appropriate;

13.1.4 notify the Funder (in writing) if it becomes aware of any breach of clause 13.1.1 or clause 13.1.2, or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage in connection with the performance of this Agreement;

13.2 For the purpose of this clause 13, the meaning of **adequate procedures** and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

#### 14. **ANTI FACILITATION OF TAX EVASION**

14.1 The Recipient shall not engage in any activity, practice or conduct which would constitute either:

14.1.1 a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or

14.1.2 a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017.

#### 15. **LIMITATION OF LIABILITY AND INDEMNITY**

15.1 The Funder accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant.

15.2 The Recipient will indemnify the Funder against (and covenant to pay its Group Members) an amount equal to all Losses and Liabilities in each case arising out or and in connection with:

15.2.1 the actions and/or omissions of the Recipient in relation to the Project; and/or

15.2.2 the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.

15.3 Subject to clause 15.1, the Funder's liability under this Agreement is limited to the payment of the Grant.

## 16. **WARRANTIES**

16.1 The Recipient warrants, undertakes and agrees that:

- 16.1.1 it has all necessary resources, approvals, powers and expertise to deliver the Project (assuming due receipt of the Grant);
- 16.1.2 it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Funder immediately of any significant departure from such legislation, codes or recommendations;
- 16.1.3 it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
- 16.1.4 it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- 16.1.5 it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- 16.1.6 all financial and other information concerning the Recipient which has been disclosed to the Funder is to the best of its knowledge and belief, true and accurate;
- 16.1.7 it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant; and
- 16.1.8 it is not aware of anything in its own affairs, which it has not disclosed to the Funder or any of the Funder's advisers, which might reasonably have influenced the decision of the Funder to make the Grant on the terms contained in this Agreement.

## 17. **INSURANCE**

17.1 The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out



of the Recipient's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss.

**18. DURATION**

18.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the anniversary of expiry of the Grant Period or for so long as any Grant monies remain unspent by the Recipient, whichever is longer.

18.2 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

**19. TERMINATION**

19.1 The Funder may terminate this Agreement and any Grant payments on giving the Recipient three months' written notice should it be required to do so by financial restraints or for any other reason.

**20. ASSIGNMENT**

20.1 The Recipient may not, without the prior written consent of the Funder, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.

**21. WAIVER**

21.1 No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

**22. NOTICES**

22.1 All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

## 23. **DISPUTE RESOLUTION**

- 23.1 In the event of any complaint or dispute (which does not relate to the Funder's right to withhold funds or terminate) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the Project Manager or any other individual nominated by the Funder from time to time.
- 23.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Project Manager or other nominated individual, as the case may be, either party may refer the matter to the Chair of the Clinical Research Panel of the Funder and the [POSITION] of the Recipient with an instruction to attempt to resolve the dispute by Agreement within 28 days, or such other period as may be mutually agreed by the Funder and the Recipient.
- 23.3 In the absence of Agreement under clause 23.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by the parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.
- 23.4 The Funder shall be entitled to the remedies of injunctions, specific performance or other equitable relief for any threatened or actual breach of this Agreement by the Recipient.

## 24. **NO PARTNERSHIP OR AGENCY**

- 24.1 This Agreement shall not create any partnership or joint venture between the Funder and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.
- 24.2 Nothing in this Agreement shall render any individual engaged by the Recipient as an employee, worker, agent or partner of the Funder. The Recipient shall procure that such individuals do not hold themselves out as an employee, worker, agent or partner of the Funder.

## 25. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

- 25.1 This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

26. **ENTIRE AGREEMENT**

26.1 This Agreement (together with the Recipients application for funding) constitutes the entire Agreement and understanding between the parties in relation to the Grant and supersedes any previous agreement or understanding between them in relation to such subject matter.

26.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

26.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

26.4 Nothing in this Agreement shall limit or exclude any liability for fraud.

27. **GOVERNING LAW AND JURISDICTION**

27.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

27.2 Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

28. **EXECUTION**

28.1 This Agreement has been entered into on the date stated at the beginning of it.

**SCHEDULE 1**  
**THE PROJECT**

**SCHEDULE 2  
PAYMENT SCHEDULE**

<b>Amount of Grant Payable</b>	<b>Date of Payment</b>

**SCHEDULE 3  
BREAKDOWN OF GRANT**

<b>Item of Expenditure</b>	<b>Budget (in UK Sterling)</b>

Signed by a director for and on )  
behalf of **CVS (UK) LIMITED** )  
)  
)

Signed by a director for and on )  
behalf of **[RECIPIENT]** )  
)  
)