

## STANDARD ACADEMIC AGREEMENT

**THIS AGREEMENT** is made on [TBC] **[NB: this date needs to be the date on which this agreement is signed by the second party to sign]**

### **BETWEEN:**

1. **Orthopaedic Research UK**, a registered charity number 111657 with its office at Furlong House, 10A Chandos Street, London W1G 9DQ; and
2. [TBC], of [TBC] **[NB: Details to be completed]** (“**the University/Trust**”)

(also referred to individually herein as “**a Party**” or collectively as “**the Parties**” and a reference to a Party includes a Party’s successors and permitted assigns.)

### **IT IS HEREBY AGREED THAT:**

#### **Purpose of Funding**

1. Orthopaedic Research UK shall contribute towards the cost of research at the University/Trust in the field of:
  - 1.1. “[TBC]”**[NB: insert details of research]** (“**the Research**”);
  - 1.2. to be undertaken by [TBC] **[NB: insert name of researcher]**, a [TBC]; **[NB: insert status of researcher, e.g. whether a PhD student, fellow etc]**
  - 1.3. under the supervision of [TBC] **[NB: insert name of supervisor]** in the University/Trust’s department of [TBC] **[NB: insert department]**, failing which the Research shall be supervised by [TBC] **[NB: insert name of alternative supervisor]** or such other member of the University/Trust’s staff as is agreed between the Parties; and
  - 1.4. in respect of which, the primary beneficiary of the funding to be contributed by Orthopaedic Research UK under this Agreement is [TBC] **[NB: insert name of Grant Holder]** (“**the Grant Holder**”),

provided that any and all funding to be contributed by Orthopaedic Research UK under this Agreement, shall be paid to, and only to, the University/Trust which shall be responsible for ensuring that such funding is applied in accordance with the terms of this Agreement.

2. The University/Trust shall ensure that any person involved in the Research (including without limitation the persons identified in clause 1), and the University/Trust’s

technology transfer office, each comply with the terms of this Agreement insofar as the terms of this Agreement impose any requirement or obligation on any of them; and/or insofar as is required to ensure that the University/Trust complies with the terms of this Agreement.

### **Period of Funding**

3. The effective period of the funding to which this Agreement relates shall be [TBC] years from [TBC] **[NB: insert start date and period of grant funding]** except that if the University/Trust has not commenced the Research project by [TBC] **[NB: insert date]**, Orthopaedic Research UK shall have the right to terminate this Agreement with immediate effect by giving notice in writing to the University/Trust. In the event of such termination, Orthopaedic Research UK may also ask the University/Trust to resubmit the Research proposal.

### **Funding and Payment**

4. Orthopaedic Research UK's total funding contribution to the cost of the Research shall be for the firm fixed sum of £[TBC] **[NB: insert total amount of funding]** which, subject to clause 6, shall be payable in [TBC] **[NB: insert number of instalments]**, equal instalments of £[TBC] each **[NB: insert amount]**, subject to receipt by Orthopaedic Research UK of official invoices from the University/Trust, for the purposes of which, the University/Trust may raise: **[NB: this assumes a funding period of 3 years, with 3 initial annual instalments, and a further final instalment following completion of the Research (and so 4 instalments in total). If the funding period is longer than 3 years, then further instalments will need to be provided for below]**
  - 4.1 an invoice for the first instalment on or following [TBC]; **[NB: insert date]**
  - 4.2 an invoice for the second instalment on or following [TBC]; **[NB: insert date]**
  - 4.3 an invoice for the third instalment on or following [TBC]; and **[NB: insert date]**
  - 4.4 an invoice for the final instalment on or following the conclusion of the Research and submission of the full final report, and hardbound copy of the final MD or PhD thesis, as required under clause 6.
5. Orthopaedic Research UK's contribution to the cost of the Research shall only be used for paying costs incurred in connection with the Research and in particular shall not be used as a contribution to any general or overhead costs of the University/Trust, except with the prior written consent of Orthopaedic Research UK. Any part of Orthopaedic Research UK's contribution to the cost of the Research which remains unused at the end of the period of the funding specified in clause 3, shall be promptly returned to Orthopaedic Research UK by the University/Trust.
6. The University/Trust shall provide Orthopaedic Research UK with **Interim Reports** on the Research at **6-monthly** intervals and a copy of the final report, plus a hardbound

copy of the final MD or PhD thesis, on conclusion of the Research (if applicable). Orthopaedic Research UK shall be entitled to withhold payments due under this Agreement during any period in which any such reporting or delivery obligation imposed on the University by this clause 6 is overdue. There will also be progress meetings between the Parties at mutually agreed intervals, and at any other time reasonably requested by Orthopaedic Research UK.

In addition, Orthopaedic Research UK grant holders are expected to submit a comprehensive record of their outputs on [Researchfish](#). Principal Investigators (PIs) are required to report outputs during the lifetime of an award and a minimum of 5 years thereafter. Grant holders are also encouraged to submit research abstract(s) and present their research findings at the British Orthopaedic Research Society (BORS) Annual Meeting during the lifetime of an award and a minimum of 1 year thereafter.

7. Subject to clause 6 and clause 25, Orthopaedic Research UK shall settle all valid invoices submitted by the University/Trust under and in accordance with this Agreement within 30 working days of their submission.

#### **University/Trust's Obligations**

8. The University/Trust undertakes that it shall not, and shall ensure that any person involved in the Research (including without limitation, any of the persons identified in clause 1) shall not, be in receipt of any funding or financial assistance from another source in respect of the Research, unless prior consent has been sought and obtained in writing from Orthopaedic Research UK, and it shall be at the sole discretion of Orthopaedic Research UK as to whether or not to give such consent. In the event that the University/Trust requests such consent from Orthopaedic Research UK then clause 21.10 shall apply.
9. It is a condition of the funding that the Grant Holder, at the request of Orthopaedic Research UK, and at the Grant Holder's own cost, co-operates in the preparation of articles for publication, fundraising campaigns and public engagement related to this research, as well as external review of future proposals submitted to Orthopaedic Research UK.
10. The University/Trust hereby warrants that it has in place formal purchasing procedures that ensure that Orthopaedic Research UK's funding contribution is only used for valid Research expenditure and that such expenditure is clearly identified and recorded as such. Orthopaedic Research UK reserves the right to audit the University/Trust's use of Orthopaedic Research UK's funding contribution at any time and the University/Trust shall provide any and all documents, reports, access and assistance relating to the funding and its application, as may be reasonably requested by Orthopaedic Research UK. Orthopaedic Research UK shall have the right to terminate this Agreement with immediate effect by giving notice in writing to the University/Trust if the University/Trust is in breach of this clause 10.
11. The University/Trust undertakes that:

- 11.1. any procedure undertaken during the course of a Research that involves the removal of human tissue at post-mortem examination will be carried out in accordance with all applicable legislation, the guidance issued by the Department of Health, and any additional protocols adopted by Orthopaedic Research UK;
  - 11.2. any Research that involves human foetal tissue must be carried out in accordance with all applicable legislation, the guidance issued by the Department of Health, and any additional protocols adopted by Orthopaedic Research UK;
  - 11.3. any Research involving human embryos must be carried out under the regulatory framework provided by the Human Fertilisation and Embryology Authority, in accordance with all applicable legislation and any additional protocols adopted by Orthopaedic Research UK.
12. Research involving animals has been fundamental to understanding how the body functions in health and disease and to the development of modern medicines and surgical procedures. Orthopaedic Research UK would like to see future advances made without research involving animals, but currently work with animals continues to be essential in some aspects of medical research. Orthopaedic Research UK therefore supports such work where both (i) no reasonable alternative exists and (ii) where it is carried out according to best practice as laid down in applicable legislation; and the University/Trust undertakes to ensure that no work which does not comply with (i) and (ii) is carried out using funding from Orthopaedic Research UK. Furthermore, where experiments involving animals are concerned it is particularly important that the host institutions have appropriate mechanisms for implementing the requirements for the ethical conduct of such research and the University/Trust shall ensure that such mechanisms are in place and complied with in relation to the Research. The University/Trust shall ensure to Orthopaedic Research UK's reasonable satisfaction that the University/Trust, the Research and the individuals conducting the Research comply with the necessary Home Office licences.

### **Confidentiality**

13. In the event of one Party ("**Disclosing Party**") making available to the other Party ("**Receiving Party**") the Disclosing Party's Background IP, or information relating to the Disclosing Party's business, scientific or other activities (but excluding the Research, the results of the Research and the Research IP) ("**Confidential Information**"), the Receiving Party shall, subject to clause 14, clause 17 and clause 18, maintain the secrecy of such Confidential Information and shall not, include it in any Publication, or otherwise disclose it to any of its students, employees, officers or other members of its staff, or any third party.
14. Both Parties recognise that as required by:
- 14.1. the University/Trust's legal status as an "Exempt Charity" and by its own

statutes and regulations; and

14.2. Orthopaedic Research UK's charitable status and the provisions of its Memorandum and Articles of Association,

the Research and the results of the Research may subject to clause 15 and clause 16 be published by either Party (or by the University/Trust's staff or its students), and agree that any thesis written by staff or students of the University/Trust undertaking the Research shall be submitted in accordance with the University/Trust's regulations for higher degrees. Subject always to clause 15 and clause 16, nothing in this Agreement, shall prevent or hinder any registered student of the University/Trust from submitting for a degree of the University/Trust, a thesis based on the results obtained during the course of the Research, the examination of such a thesis by examiners appointed by the University/Trust or the deposit of such a thesis in a library of the University/Trust in accordance with the relevant procedures of the University/Trust.

15. Unless requested to the contrary in writing by Orthopaedic Research UK, the University/Trust shall ensure that all Publications by the University/Trust, or by any of its members of staff or students (including any thesis or other publications as referred to in clause 14) arising out of the Research or containing any data or other results of the Research ("**Publications**") acknowledge the funding support from Orthopaedic Research UK and state that the views and opinions expressed therein do not necessarily reflect those of Orthopaedic Research UK. Without prejudice to the foregoing, the University/Trust shall ensure that neither it, nor any of its members of staff, nor any of its students, includes any of Orthopaedic Research UK's Confidential Information in any Publication without Orthopaedic Research UK's prior written consent (or its deemed consent in accordance with the remainder of this clause 15). The University/Trust shall send Orthopaedic Research UK a draft of all proposed Publications in advance of publication for it to review them, including for the possible inclusion of any of Orthopaedic Research UK's Confidential Information. Orthopaedic Research UK shall review any such proposed Publications sent to it by the University/Trust within a period of 30 working days of its receipt and notify the University/Trust in writing if a proposed Publication contains any of its Confidential Information or fails to contain the acknowledgement required by this clause 15 within the review period. In such an event, the University/Trust shall insert any missing acknowledgement and (subject to clause 17.1) delete, adapt or genericise any of Orthopaedic Research UK's Confidential Information prior to the Publication being made, as agreed with Orthopaedic Research UK at Orthopaedic Research UK's discretion. If the University/Trust does not receive any such notification in writing from Orthopaedic Research UK within 30 working days of submitting the proposed Publication for review, it shall be free to proceed with the proposed Publication as submitted for review.
16. Notwithstanding clause 14, clause 15 and clause 17, all potentially patentable Research results and all potentially patentable Research IP shall be kept confidential by both Parties to the extent necessary for the patenting of any patentable inventions generated as a result of the Research. The University/Trust shall ensure that its technology transfer office, and the respective members of staff, and students of each

of the University/Trust and its technology transfer office comply with this clause.

17. Confidential Information, may be disclosed or included in a Publication as expressly permitted by this clause 17:
  - 17.1 without prejudiced to any disclosure or Publication permitted in accordance with clause 14 and clause 15, the Disclosing Party's Confidential Information, may be included in a Publication or otherwise disclosed by the Receiving Party with the prior written consent of the Disclosing Party;
  - 17.2 Orthopaedic Research UK may disclose the University/Trust's Confidential Information, to those of its employees, officers, representatives, or advisers who need to know such information for the purposes of Orthopaedic Research UK carrying out its obligations under this Agreement;
  - 17.3 the University/Trust may disclose Orthopaedic Research UK's Confidential Information, to those of its students, employees, officers, representatives, or advisers directly involved in the Research and/or who need to know such information for the purposes of the University/Trust carrying out its obligations under this Agreement,

provided that each Party shall ensure that any person to whom it discloses the other Party's Confidential Information (otherwise than through including it in a Publication in accordance with clauses 14 and 15 or in accordance with clause 17.1) maintains the confidentiality of the Confidential Information and complies with the requirements of clause 13 (and, if relevant, clause 16).

18. The obligations in clauses 13 and 16 and the confidentiality restriction in clause 15 shall not apply to data or information to the extent that:
  - 18.1. the Party seeking to invoke or rely on this clause 18.1, can clearly demonstrate was or became part of the public domain through no breach of this Agreement (including clause 16) by that Party; or
  - 18.2. it is required to be disclosed by law.

### **Intellectual Property**

19. Nothing in this Agreement shall affect the ownership of intellectual property rights existing prior to this Agreement or generated outside the Research which one Party makes available to the other in the course of the Research ("**Background IP**"). Neither Party shall knowingly make Background IP available to the other Party (i) which it does not have the right to make available to the other Party (ii) where it does not have the right to grant the licence to use such Background IP pursuant to clause 20 or (iii) where to do so would cause an infringement of the rights of a third party.
20. If one Party makes any of its Background IP available to the other Party, the Party



receiving such Background IP shall not use it without the prior written consent of the Party who made it available. Where a Party consents to the use of its Background IP by the other Party, the Party providing its consent shall grant to the other Party a personal, royalty-free, non-exclusive, non-transferable licence to use such Background IP but only for the purpose(s) stipulated in writing by the Party granting such licence.

21. Orthopaedic Research UK is under an obligation to ensure that the useful results of Research that it funds (whether in whole or in part) are applied for the public good. In some circumstances, this obligation may be best achieved through the protection of intellectual property and commercial exploitation. As such:
  - 21.1. the University/Trust shall have procedures in place for the identification, protection, management and exploitation of intellectual property arising out of the Research;
  - 21.2. The Research and the results of the Research, and any intellectual property rights and commercially valuable know-how arising out of the Research (excluding Background IP) ("**Research IP**") shall be the property of the University/Trust, which grants to Orthopaedic Research UK a non-exclusive, irrevocable and perpetual royalty-free licence to use the Research and the results of the Research and the Research IP for its own Publications, and for its own promotional and/or academic or research purposes, but not for the purposes of commercial exploitation by Orthopaedic Research UK, and subject always to clause 16.
  - 21.3. The University/Trust shall promptly inform Orthopaedic Research UK of any Research IP or the results of any Research which Orthopaedic Research UK has funded, for which the registration of intellectual property rights is being considered and following any such notification, and also during the three months before the end of the period of funding set out in clause 3, the Parties shall meet to discuss the Research IP.
  - 21.4. The University/Trust shall not, and shall ensure that its technology transfer office shall not, exploit commercially the Research IP or the results of the Research. Consent will not be unreasonably withheld, and Orthopaedic Research UK will only refuse the University/Trust's request where it considers that the proposed commercial exploitation would run counter to its interests and charitable objectives. If Orthopaedic Research UK does not provide a response to the institution's written request within thirty days of receiving such request, the University/Trust or its technology transfer office will automatically have the right to proceed with such commercial exploitation. The University/Trust is not required to seek Orthopaedic Research UK's consent in assigning Research IP to its technology transfer office.
  - 21.5. If the University/Trust decides not to protect, manage and exploit the Research IP or the results of any of the Research, then Orthopaedic Research UK has a right, but not a duty to protect, manage and exploit the same. If Orthopaedic Research UK decides to exercise its right, the University/Trust shall, and shall

procure that its technology transfer office, and their respective employees and students, and any third parties acting on behalf of the University/Trust or the University/Trust's technology transfer office, carry out all acts reasonably required by Orthopaedic Research UK to assist in such protection and exploitation.

21.6. The University/Trust shall ensure that:

- (a) neither the University/Trust, nor any Grant Holder, nor any other person involved (or who will be involved) in the Research is subject to any arrangement (whether pre-existing or entered into after this Agreement takes effect) which could lead to a breach of this Agreement;
- (b) there are no consultancies, third party restrictions or arrangements (whether pre-existing or entered into after this Agreement takes effect) which might impact on the Research or which would entitle (otherwise than in accordance with this Agreement) a third party to share in the revenue generated by any exploitation of the Research IP or the results of any of the Research;
- (c) no one involved in the Research uses materials or compounds on terms which would place restrictions on the publication of the results of the Research;
- (d) 'reach through rights' have not been granted, nor will be granted, over any Research IP or the results of any of the Research,

unless Orthopaedic Research UK has provided its prior consent in writing, and in the event that the University/Trust requests consent from Orthopaedic Research UK for any of the matters for which consent is required under this clause 21.6, then clause 21.10 shall apply.

21.7. As a condition of granting consent under clause 21.4, the University/Trust shall (subject to anything agreed between the parties to the contrary under clause 21.10), comply with the revenue and equity sharing terms set out in this clause 21 with respect to revenue and equity arising from the exploitation of any Research IP (which are based on guidance by the Association of Medical Research Charities (AMRC) "[Guidelines on IP terms and condition](#)" revised in July 2018). For the avoidance of doubt, the revenue sharing terms set out in this clause 21, shall not apply to any exploitation of the Research IP by Orthopaedic Research UK, if Orthopaedic Research UK exercises its option to exploit pursuant to clause 21.5.

21.8. In order to calculate the revenue that can be shared between parties, the Direct Costs of exploitation and the TTO Translation Fee need to be identified for the



purposes of which the following definitions shall apply:

**“Direct Costs”** means all external expenses incurred and paid by the University/Trust in connection with the filing, prosecution and maintenance of the Research IP including, but not limited to, official filing fees, agent costs, and reasonable legal, litigation and other advisory and consultancy fees. Direct Costs shall not include the University/Trust’s internal costs relating to these activities, regardless of the legal constitution of the University/Trust’s technology transfer office. The University/Trust & its technology transfer office may not make deductions for salary or taxes in respect of the University/Trust and/or its technology transfer office or for any amounts payable to the inventors or generators of the Research IP.

**“TTO Translation Fee”** the translation fee of the University/Trust’s technology transfer office, which is set at 5-10% in accordance with the table in clause 21.9, after deducting Direct Costs.

- 21.9. Except where Orthopaedic Research UK exercises its option to exploit the Research IP pursuant to clause 21.5, the Parties shall share all Net Revenue (being the total gross revenue, including income, capital, equity or other value) received by the University/Trust, or its technology transfer office or otherwise) from the exploitation of the Research IP, less (firstly) the Direct Costs, less (secondly) the TTO Translation Fee, in the proportion of fifty percent (50%) to the University/Trust and fifty percent (50%) to Orthopaedic Research UK. The percentages applicable to the TTO Translation Fee are as follows:

<b>Cumulative net income (after deducting Direct Costs but before deducting the TTO Translation Fee)</b>	<b>TTO Translation Fee</b>	<b>Remaining split</b>
£0-100,000	10%	50% Orthopaedic Research UK 50% University/Trust
£100,001+	5%	50% Orthopaedic Research UK 50% University/Trust

- 21.10. In the event that the University/Trust requests consent from Orthopaedic Research UK for any of the matters for which consent is required under clause 21.6, or clause 8, then, as a pre-condition of Orthopaedic Research UK giving such consent, the University/Trust shall identify the proportionate funding contributions of any other funders and/or the nature and extent of any third party right which may conflict with the terms of this Agreement and/or the nature and extent of any third party right which may entitle such third party to share in the revenue generated by the exploitation of the Research IP, with a view to the Parties to this Agreement (and where appropriate, in consultation with such third parties and/or the University/Trust’s technology transfer office), agreeing revenue sharing terms in place of the revenue sharing terms set out in this

clause 21. If the Parties do not agree alternative revenue sharing terms, then the revenue sharing terms in this clause 21 shall continue to apply in which case any part of the revenue generated by the exploitation of the Research IP which the University/Trust or its technology transfer office is required to pay to any third party, shall be borne exclusively out of the University/Trust's share of the Net Revenue.

- 21.11. It is the responsibility of the University/Trust to identify the inventive contribution of the inventors. It is also the responsibility of the University/Trust to reward inventors of Research IP from (and exclusively from) the University/Trust's revenue share according to its own policies and practice. The University/Trust and its TTO shall agree how to share between themselves any fees or shares of Net Revenue due to either or both of them.
- 21.12. The University/Trust shall pay Orthopaedic Research UK's Share to it within 30 Days after such sums arise and in any event quarterly.
22. In respect of all Research IP that is exploited (except where Orthopaedic Research UK exercises its option to exploit the Research IP pursuant to clause 21.5), the University/Trust undertakes:
- 22.1. to supply to Orthopaedic Research UK an annual exploitation report, annual accounting statements / payments and copies of all agreements with commercial or other parties regarding exploitation;
- 22.2. to attend 6-monthly meetings to update Orthopaedic Research UK on exploitation when requested by Orthopaedic Research UK; and
- 22.3. to keep accounts showing the amount of gross revenue, Direct Costs of Exploitation and the TTO Translation Fee, and the sharing of the Net Revenue. The University/Trust shall make such accounts available for inspection on reasonable notice during business hours by an independent chartered accountant nominated by Orthopaedic Research UK for the purpose of verifying the accuracy of any statement or payment given by the University/Trust to Orthopaedic Research UK. The accountant shall be required to keep confidential all information learnt during such inspection and to disclose to Orthopaedic Research UK only such details as may be necessary to report on the accuracy of the statement in question. The costs of such inspection shall be borne by Orthopaedic Research UK unless the amount actually due to Orthopaedic Research UK exceeds the amount set out in the statement in question by more than 5%, in which case the University/Trust shall reimburse Orthopaedic Research UK for the accountant's reasonable charges.
23. Either Party ("**Terminating Party**") may terminate this Agreement by giving notice in writing to that effect to the other Party if:
- 23.1. the other Party is in breach of its obligations under this Agreement and fails to remedy such breach within thirty working days of receiving notice from the Terminating Party which specifies and gives details of the breach and requires it to be remedied; or
- 23.2. the other Party enters into bankruptcy or liquidation, has a receiver, liquidator or administrator appointed over the whole or any part of its assets, becomes insolvent or is otherwise unable to pay its debts as they fall due (with the

exception of liquidation for the specific purpose of an amalgamation, reconstruction or other reorganisation such that the body resulting from the reorganisation agrees to be bound by and to assume the obligations imposed on such other Party herein *mutatis mutandis*),

provided that any such termination shall be without prejudice to the accrued rights of either Party under this Agreement.

24. On termination of this Agreement (for any reason), each Party shall cease to use, and shall promptly return, all technical and scientific information supplied to it hereunder in connection with the Research by the other Party, together with all copies thereof in its possession, or in the possession of any of its related companies, affiliates, successors in title, assigns or sub-licensees, except to the extent that it is necessary or desirable for the Parties to continue to use and retain such information in order to continue to exercise the accrued rights of the Parties on termination or any rights arising pursuant to those clauses expressed to survive termination identified in clause 26.
25. If Orthopaedic Research UK terminates this Agreement in accordance with this Agreement during the period of the funding as out in clause 3, no further funding will be paid under this Agreement and the University/Trust, if so requested by Orthopaedic Research UK, shall promptly repay to Orthopaedic Research UK any and all funding already paid to it.
26. Termination of this Agreement (howsoever occasioned) shall not affect the coming into force or continuation in force of the Parties' rights and obligations under clauses 2, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 24, 25, 26, 27, 28 and 29 and any other provision of the Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

### **Limitation of Liability**

27. Nothing in this Agreement excludes either Party's liability for death or personal injury, any fraud, or for any liability that cannot be limited or excluded under applicable law.
28. Subject to clause 27 and subject to clause 29:
  - 28.1. the aggregate liability of the University/Trust to Orthopaedic Research UK arising under or in connection with this Agreement shall not exceed in total £[TBC] **[NB: insert total amount of funding]**.
  - 28.2. the aggregate liability of the Orthopaedic Research UK to the University/Trust arising under or in connection with this Agreement shall not exceed in total £[TBC] **[NB: insert total amount of funding]**.
29. Subject to clause 27, neither Party shall hold the other Party liable for damages, dispute or injury arising during the undertaking of the Research unless caused by the willful act or negligence of such other Party or any employee, agent or student of that Party. Neither shall one Party be liable to the other for any consequential loss or damage which may arise from its use of the results of the Research, whether direct or indirect.

### **General**

30. This Agreement is not intended to establish, and shall not be construed by either

Orthopaedic Research UK or the University/Trust as establishing any form of business partnership between themselves. Nor shall this Agreement or anything done pursuant to it make any researcher, supervisor or any other person an employee of Orthopaedic Research UK. the University/Trust shall indemnify and keep indemnified Orthopaedic Research UK against any losses, claims, demands, proceedings, damages, expenses or other liabilities arising directly or indirectly out of or connected with the contract of employment or any policy applicable to, or any collective agreement in respect of, any such researcher, supervisor or other person, including without limitation any liability in respect of remuneration, taxation or national insurance contributions.

31. The University/Trust acknowledges that Orthopaedic Research UK places great importance upon the declaration of any conflicting or potentially conflicting interests that the University/Trust may have in relation to the subject matter of the Research or the use of its results. The University/Trust:
  - 31.1. warrants that as at the date of this Agreement (save to the extent disclosed to Orthopaedic Research UK by the University/Trust in writing before such date) neither the University/Trust, nor the researcher, nor the supervisor nor the Grant Holder has any direct or indirect interest or involvement in any project that conflicts or is reasonably likely to conflict with the Research or which covers the same ground as the Research or which might reasonably be expected to use or benefit from the results of the Research (a “**Conflicting Interest or Project**”);
  - 31.2. agrees to inform Orthopaedic Research UK promptly of any such Conflicting Interest or Project which arises after the date of this Agreement; and
  - 31.3. agrees not to use, or allow the use of, any data or other results of the Research in connection with any Conflicting Interest or Project without the prior written consent of Orthopaedic Research UK, such consent not to be unreasonably withheld.
  
32. If any dispute arises in connection with this Agreement, the directors or other senior representatives of the Parties with authority to settle the dispute will, within 28 days of a written request from one Party to the other, meet in a good faith effort to resolve the dispute. If the dispute is not resolved at that meeting, the Parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR, the Centre for Effective Dispute Resolution. To initiate the mediation a Party must give notice in writing (“**ADR notice**”) to the other Party to the dispute requesting a mediation. A copy of the request should be sent to CEDR Solve, CEDR’s dispute resolution service. The mediation will start not later than 28 days after the date of the ADR notice. No Party may commence any court proceedings or arbitration in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other Party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay. The Parties shall use reasonable efforts to settle any dispute arising out of this Agreement by mediation prior to commencing any court proceedings or arbitration.
  
33. Except as otherwise expressly provided for herein, nothing in this Agreement shall confer or purport to confer on any third party any benefit or any right to enforce any term of this Agreement. The Parties shall not require the consent of any third party to any termination, rescission, or variation of this Agreement or the waiver of any rights

under it.

34. Except to the extent otherwise required by this agreement, neither Party shall use the other's name, crest, logo or registered image for any purpose without the express written permission of that Party.
35. This Agreement supersedes all other agreements, understandings and representations whether written or oral, between the Parties regarding the Research and constitutes the entire agreement between the Parties concerning the Research. This clause 35 shall not apply to any fraudulent misrepresentations.
36. No variation to this Agreement may be made without the written consent of both Parties.
37. The failure of either Party to insist upon strict performance of this Agreement, or the failure of either Party to exercise any right or remedy to which it is entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by this Agreement. A waiver of any default shall not constitute a waiver of any subsequent default. No waiver of any of the provisions of this Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the relevant Parties in writing.
38. Except to the extent otherwise required or permitted by this Agreement, neither Party shall sub-contract, transfer or assign the whole or any part of its rights or obligations under this Agreement without the prior written consent of the other Party, whose consent may be subject to such terms and conditions as such Party may see fit to impose.
39. In this Agreement the following rules of interpretation shall apply:
  - 39.1. any reference to a clause shall be interpreted as a reference to the clause bearing that number in this Agreement;
  - 39.2. unless the context otherwise requires, words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall import the feminine gender and vice versa.
  - 39.3. a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
  - 39.4. a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
  - 39.5. a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
  - 39.6. any words following the terms including, include, in particular 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.
40. This Agreement is made and shall be interpreted in accordance with English Law, and except as provided for elsewhere herein the Parties shall submit to the exclusive jurisdiction of the English Courts.

This document is entered into and takes effect on the date stated at the beginning of it.

.....  
Signed for and on behalf of  
**Orthopaedic Research UK**

.....  
Signed for and on behalf of  
**The University/Trust**