



**PROSTATE
CANCER UK**

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Prostate Cancer UK: Terms & Conditions

THIS **GRANT AGREEMENT** is made on the «Current Date»

BETWEEN

- (1) **PROSTATE CANCER UK** a company limited by guarantee (Company Number 02653887) and a registered charity (Charity Number 1005541) whose registered office is at Fourth floor, The Counting House, 53 Tooley Street, London SE1 2QN (“Prostate Cancer UK”);
- (2) «Host Institution», «Host Institution Address Line» (the “Research Institution”).

Herein shall be referred to individually as a “Party”, and collectively as “Parties”, to this Agreement.

BACKGROUND

- (A) Prostate Cancer UK is a national charity with charitable objectives including encouraging, supporting and carrying out research into the risk, diagnosis, prognosis and treatment of prostate cancer.
- (B) Prostate Cancer UK is funding the «Grant Type» Project, with reference «Grant Reference»; title «Grant Title»; and Principal Investigator «Lead Applicant». The main aim of the Project is to:

«!MainAims!»

1. Definitions and Interpretations

- 1.1 In this Agreement (including the Schedules), the following words and expressions shall have the following meanings:

Award Letter	The letter from Prostate Cancer UK confirming its intention to fund the Project. The Award Letter may also contain any additional conditions of award specific to this Project that are considered necessary by Prostate Cancer UK.
Board of Trustees	Means the board legally responsible for the overall management, strategic direction and performance of Prostate Cancer UK.
Co-Applicant	Researcher named on the Grant Application who will be actively involved in the running of the Project.
GDPR	Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

Grant	A sum up to « Grant Original Award » payable in accordance with this Agreement.
Grant Application	The application for research funding submitted by the Research Institution as approved by Prostate Cancer UK, with the reference: « Grant Reference » and title: « Grant Title ».
Grant Manager	The member of staff at Prostate Cancer UK who has been assigned as your primary contact for enquiries.
Grant Period	The period from the Start Date (as specified in the Start Certificate) to « Grant Duration months » months after the Start Date, or if earlier, the date of termination of this Agreement.
Intellectual Property	All research results, data, materials, patent rights, know-how, trade marks, service marks, registered designs, copyrights, database rights and rights in databases, design rights, drawings, trade secrets, know-how, processes, methods, algorithms, confidential information, applications for any of the above, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above, generated or validated during the Project. Intellectual Property owned or controlled by a party prior to its entry into this Agreement or developed independently from the performance of this Agreement shall be herein referred to as Background Intellectual Property ("Background Intellectual Property"). Intellectual Property created or developed in the course of the Project shall herein be referred to as Foreground Intellectual Property ("Foreground Intellectual Property").
Principal Investigator	The lead researcher on the Project (as identified in the Grant Application) for which the Grant is awarded. The Principal Investigator accepts responsibility for overall leadership and management of the Project. It is permissible for there to be a secondary lead researcher on the Project, who shall be referred to herein as the Co-Principal Investigator ("Co-Principal Investigator").
Project	The planned activities of the Grant, as described in Schedule One and as more particularly described in the Grant Application. This Project is a « Grant Type » award.
Research Institution	The Institution employing the Principal Investigator and which takes responsibility for the employment of staff and provision of facilities enabling the Project to be carried out, and for the accountability of funds provided through the Grant.
Scientific Committee	An independent assessment panel established by Prostate Cancer UK to make funding recommendations to the Prostate Cancer UK Board of Trustees, and who, from time to time, may be consulted by Prostate Cancer UK regarding the progress of and/or changes to the Project (as specified in this Agreement).
Sponsor	The individual, organisation, or group taking on responsibility for the initiation, management and financing (or arranging the financing) of the Project, including any associated legal responsibilities. A group of individuals and/or organisations may take on sponsorship responsibilities and distribute them by agreement among the members of the group.

Staff	Named researchers working on the Project whose salary is funded (in whole or in part) by the Grant (excluding Students – see below).
Start Certificate	A certificate to be provided by the Principal Investigator to Prostate Cancer UK confirming the Start Date of the Project and the names of any Staff/Students supported via this Grant.
Start Date	The date on the Start Certificate which the Project commences.
Student	The researcher named on the Start Certificate working towards a doctoral (PhD) qualification and supported by a stipend through this Grant. This applies for PhD Studentship awards only. For the purposes of this agreement, the Student is not considered to be a member of Staff on the Project.
Study Data	The necessary real-world datasets required for delivery of the Study and as specified in Schedule One.

2. Grant

- 2.1 The Grant may only be used for the purposes specified in Schedule One and the Grant Application.
- 2.2 The Start Certificate must be completed and returned to Prostate Cancer UK as soon as possible after this Agreement is signed, but not before the Principal Investigator is ready to commence the Project. If Staff/Student recruitment is necessary the Start Certificate should be sent once this is complete with the name of the researcher(s) and their confirmed start date detailed on the certificate. The date on the Start Certificate will be the official Start Date of the Project. No payment of the Grant can be made to the Research Institution prior to the receipt of the Start Certificate by Prostate Cancer UK.
- 2.3 In the event that any part of the Grant is applied for purposes other than the Project, in the opinion of Prostate Cancer UK, an amount equal to the amount incorrectly applied shall be repayable to Prostate Cancer UK by the Research Institution.
- 2.4 If the Project is a PhD Studentship, then it should commence within nine months of the date of the last signature on this Agreement. For all other awards, the Project should commence within six months of the date of the last signature on this Agreement. Prostate Cancer UK reserves the right to withdraw the offer of the Grant if the Project has not commenced by this date unless prior written permission for a later Start Date has been obtained. In exceptional circumstances the Grant may be put into abeyance for a defined limited period subject to prior written permission from Prostate Cancer UK.
- 2.5 The budget defined in Schedule Two defines a maximum level of funding for carrying out the Project. Any monies remaining unspent at the end of the Grant Period cannot be made available for other purposes.
- 2.6 The Project must be completed within the Grant Period. Research expenditure incurred outside the Grant Period will not be reimbursed unless prior written permission has been obtained from Prostate Cancer UK.
- 2.7 In exceptional circumstances, and subject to prior written approval, Prostate Cancer UK may at its absolute discretion consider and accept an extension of the Grant Period provided that the amount of the Grant shall not increase. All requests must be made in writing to the Grant Manager at least one month before the end of the Grant Period, and will be considered by Prostate Cancer UK and when necessary, members of the Scientific Committee.
- 2.8 The Research Institution may not be, and shall procure that the Principal Investigator is not, in receipt of any financial assistance from another source in respect of the same Project, except with the

knowledge and written permission of Prostate Cancer UK which shall not be unreasonably withheld or delayed where the financial assistance is shown by the Research Institution to be additional and complementary to the Grant.

- 2.9 Any material change to the Project and/or budget (as set out in the Schedules One and Two) can only be made with prior written approval from Prostate Cancer UK, such approval not to be unreasonably withheld. All requests must be made in writing to the Grant Manager and are subject to approval from Prostate Cancer UK at its absolute discretion.

3. Payment

- 3.1 The Grant shall be payable in UK pounds sterling only, in accordance with the budget set out in Schedule Two, subject to the terms and conditions of this Agreement.
- 3.2 The Grant will be paid quarterly in arrears on receipt of a written claim showing spend under the relevant financial categories for the relevant claim period. All claims must contain the grant reference number and corresponding purchase order (PO) number, and must be submitted within 30 days of the end of the claim period and must contain all qualifying expenditure in that quarter in respect of the Project.
- 3.3 The Research Institution shall provide a detailed and meaningful breakdown of expenditure under each budget heading with all written claims, substantiating each item claimed. Prostate Cancer UK shall be entitled to withhold funding until all questions in relation to the Research Institution's expenditure have been answered to the satisfaction of Prostate Cancer UK.
- 3.4 Equipment claims must be accompanied by a copy of the original supplier's invoice.
- 3.5 No claim will be reimbursed if it contains expenditure incurred more than six months before or after the claim period. This time may be increased at the discretion of Prostate Cancer UK in exceptional circumstances.
- 3.6 A final claim must be submitted within six months of the end of the Grant Period. The date for submission of the final claim may be extended at the discretion of Prostate Cancer UK in exceptional circumstances. No reimbursement will be made against claims received after this period.
- 3.7 Final claims will not be reimbursed until the delivery of a final report by the Research Institution (via the Principal Investigator) to Prostate Cancer UK, which is to Prostate Cancer UK's satisfaction. This report must include up-to-date details on research outputs arising from the Project, or in a format as specified by Prostate Cancer UK, in accordance with clauses 10.2 and 10.3.
- 3.8 Virement between the budget headings set out in Schedule Two is only permissible with prior written approval of Prostate Cancer UK, such approval not to be unreasonably withheld. If permission is not obtained any excess costs under budget headings will not be reimbursed.
- 3.9 In the event of requested material changes to the Project and/or budget (as set out in Schedules One and Two), no further claims will be reimbursed until a decision has been reached by Prostate Cancer UK on the matter (subject to clause 2.9 above).
- 3.10 Unless extended in accordance with clause 2.7, the Grant will be closed by Prostate Cancer UK six months after the end of the Grant Period. Any expenditure not claimed by the Research Institution within this time shall remain unspent and shall not be paid by Prostate Cancer UK.
- 3.11 If the Project is to incur any costs in relation to the Project in a currency other than UK pounds sterling, such costs must be stated in the Grant Budget in Schedule 2 in UK pounds sterling. The relevant conversion rate shall be that published by HMRC as at the date of the Grant Application.

4. Equipment

- 4.1 Any equipment awarded is donated to the Research Institution and is provided solely for the benefit of the research as specified in Schedule One. Written permission from Prostate Cancer UK must be obtained to use the equipment for any other purpose. The Research Institution must ensure that equipment purchased with the Grant is insured and maintained throughout the Grant Period to the reasonable satisfaction of Prostate Cancer UK and the Research Institution shall upon request provide details of the insurance coverage to Prostate Cancer UK.
- 4.2 Any equipment referred to in clause 4.1 and with a purchase value of greater than £3,000 shall not be sold, transferred or otherwise removed from the Research Institution's premises at any time, including after the Grant Period, without the prior permission of Prostate Cancer UK. The proceeds from any sale, transfer or disposal of equipment will be returned to Prostate Cancer UK.
- 4.3 At the end of the Grant Period, Prostate Cancer UK shall discuss with the Research Institution what is to be done with any awarded equipment.

5. Termination

- 5.1 Prostate Cancer UK reserves the right to terminate the Grant or any part of it upon 30 days written notice to the Research Institution. Prostate Cancer UK will reimburse any costs properly and necessarily incurred by the Research Institution in relation to the carrying out of the Project up to the termination date, provided such costs are supported by appropriate receipts and documentation. Except as stated Prostate Cancer UK shall not be responsible nor indemnify the Research Institution or Principal Investigator against any costs, expenses or liabilities arising out of or in connection with termination pursuant to this clause 5.1.
- 5.2 Prostate Cancer UK intends that the Grant will be paid to the Research Institution in full. However, without prejudice to Prostate Cancer UK's other rights and remedies, Prostate Cancer UK may at its discretion:
- 5.2.1 terminate the Grant, withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:
- (a) the Research Institution uses the Grant for purposes other than those for which the Grant has been awarded;
 - (b) the delivery of the Project does not start within the timeframe stipulated in clause 2.4, and the Research Institution has failed to provide Prostate Cancer UK with a reasonable explanation for the delay;
 - (c) the Research Institution obtains duplicate funding from a third party for the Project or any part of it without adequately explaining to the reasonable satisfaction of Prostate Cancer UK how the funding is additional and complementary to the Grant, in accordance with clause 2.8;
 - (d) the Research Institution provides or it transpires that the Research Institution has provided Prostate Cancer UK with any materially misleading or inaccurate information or the Research Institution breaches any representation or warranty set out in this Agreement;
 - (e) in the reasonable opinion of Prostate Cancer UK the Research Institution, Principal Investigator or other individuals funded by Prostate Cancer UK or any member of the governing body, employee or volunteer of the Research Institution has (i) acted dishonestly, irresponsibly or negligently at any time and directly or indirectly to the detriment of the Project or (ii) taken any actions which, in the reasonable opinion of Prostate Cancer UK, bring or are likely to bring Prostate Cancer UK's name or reputation into disrepute;

- (f) the Research Institution and/or the Principal Investigator fail to obtain the legal and regulatory approvals and permissions required to conduct the Project, in part or in its entirety (subject to clause 6.4).

5.2.2 terminate the Grant or withhold or suspend payment of the Grant (but not require repayment of any part of the Grant already paid to the Research Institution) if:

- (a) Prostate Cancer UK considers that the Research Institution has not made satisfactory progress with the delivery of the Project in accordance with any agreed milestones;
- (b) the Research Institution ceases or threatens to cease to operate for any reason, or it passes a resolution (or any Court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation) or the Research Institution becomes insolvent or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors or it is unable to pay its debts as they fall due or it is subject to any analogous insolvency or related proceeding in any jurisdiction; or
- (c) the Research Institution materially 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 from Prostate Cancer UK. A material failure shall include, but shall not be limited to the following:
 - (i) the Principal Investigator failing to carry out the Project on behalf of the Research Institution;
 - (ii) the Research Institution failing, in the reasonable opinion of Prostate Cancer UK, to deliver the Project as described in Schedule One and as more particularly described in the Grant Application;
 - (iii) the Research Institution failing to submit one or more reports (via the Principal Investigator) due under this Agreement to Prostate Cancer UK within 30 days of its due date;
 - (iv) the Research Institution failing to demonstrate progress to the satisfaction of Prostate Cancer UK, acting in its absolute discretion, via annual reporting or any other format as specified by Prostate Cancer UK;
 - (v) the Research Institution repeatedly failing to ensure that the Principal Investigator informs Prostate Cancer UK in advance of publications arising from the Project undertaken as a result of this Grant;
 - (vi) the Research Institution (via the Principal Investigator) persistently failing, when requested, to provide Prostate Cancer UK with information about the Project to enable Prostate Cancer UK to publicise the research it has funded. Such information may include, but is not limited to, progress updates, interviews with researchers working on the Project and images;
 - (vii) the Research Institution persistently failing to ensure that the Principal Investigator or any other of its employees involved in the Project notify Prostate Cancer UK of, and acknowledge Prostate Cancer UK in, all written publications, and any media interviews or other publicity related to the Project
- (d) The Principal Investigator(s) and their Research Institutions are not granted access to the Study Data, or permission to access the Study Data is withdrawn by the provider of the Study Data.

- 5.3 Should the Research Institution be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement it will notify Prostate Cancer UK as soon as possible so that, if possible, and without creating any legal obligation, Prostate Cancer UK will have an opportunity to provide assistance in resolving the problem or to take action to protect Prostate Cancer UK and the Grant monies.
- 5.4 If the Research Institution and/or the Principal Investigator terminates the Project at any time the Grant will be terminated. Furthermore, if the Project is a PhD Studentship, then the Grant will be terminated if at any point the Student terminates the Project or discontinues their study towards a PhD for any reason.
- 5.5 Save for where the Grant is terminated under clauses 5.2.1 or 5.4, Prostate Cancer UK will reimburse any costs properly and necessarily incurred by the Research Institution up to the termination date, subject to the rest of this clause 5 and provided adequate progress reports have been received for the period of work and such costs are supported by appropriate receipts and documentation.
- 5.6 The Research Institution may terminate this Agreement in the event that Prostate Cancer UK fails to pay any amount due under this Grant Agreement within 60 days of the due date.

6. Representations and Warranties

- 6.1 Each Party represents and warrants to the other Party that, as at the date of this Agreement:
- 6.1.1 it has full capacity and authority to enter into and perform its obligations under this Agreement;
 - 6.1.2 where appropriate this Agreement has been executed by a duly authorised representative of that Party;
 - 6.1.3 it shall perform its obligations under this Agreement in compliance with all applicable laws;
 - 6.1.4 there are no actions, suits or proceedings or regulatory investigations pending or, to that Party's knowledge, threatened against or affecting that Party before any court or administrative body or arbitration tribunal that might materially affect the ability of that Party to meet and carry out its obligations under this Agreement;
 - 6.1.5 once duly executed, this Agreement shall constitute its legal, valid and binding obligations.
- 6.2 The Research Institution shall not, and shall procure that the Principal Investigator shall not, knowingly do anything which will or is intended to adversely affect the name or reputation of Prostate Cancer UK.
- 6.3 The Research Institution will, and shall procure that the Principal Investigator will, comply with the law and regulation generally and appropriate health and safety standards.
- 6.4 The Research Institution shall, and shall procure that the Principal Investigator shall, comply with and secure all legal and regulatory approvals and permissions required to conduct the Project. This includes but is not limited to approval for genetic manipulation, animal experimentation, use of human subjects, patient information or human tissue. The Grant may not commence until all necessary approvals and licences have been obtained and a copy received by Prostate Cancer UK. Prostate Cancer UK will at its discretion provide support to the Research Institution and Principal Investigator in gaining such approvals; however, Prostate Cancer UK reserves the right to withdraw the offer of the Grant if there are grounds to believe that those permissions or approvals will not be obtained (as specified in clause 5.2.1) or that obtaining them will delay the Start Date of the Grant beyond the timelines specified in clause 2.4.
- 6.5 The Research Institution will, and shall procure that the Principal Investigator will, undertake the Project (as specified in Schedule One) with reasonable skill and care.

- 6.6 The Research Institution shall ensure that the Principal Investigator will undertake the Project as specified in Schedule One and will comply with the obligations of the Principal Investigator, as set out in this Agreement.
- 6.7 The Research Institution will, and shall procure that the Principal Investigator will, provide active support to Prostate Cancer UK in pursuing its policy of publicising as widely as possible, in accordance with such publicity guidelines as Prostate Cancer UK may from time to time provide, all awards and the progress achieved in carrying out scientific research funded by Prostate Cancer UK.
- 6.8 The Research Institution will, and shall procure that the Principal Investigator will, be as open as possible in discussing their work with other scientists and, in accessible forms, with the public. Once the results have been published, the Research Institution will make available relevant data and materials to other researchers, on request, subject to ethics, approvals, Data Protection Laws and Intellectual Property considerations. Results will be published in open access format in all but exceptional circumstances. If results are to be published in a non-open access format, prior consent from Prostate Cancer UK must be sought.

7. Grant amount

- 7.1 The level of the Grant is fixed, as set out in Schedule Two, and will not be adjusted to meet pay and price changes applicable to the Research Institution which should have been accounted for in the initial Grant Application. Requests for additional funding will only be considered in exceptional circumstances and are at Prostate Cancer UK's absolute discretion.

8. Value Added Tax

- 8.1 While the parties believe that the Agreement is not subject to Value Added Tax (VAT), should it be, the Grant shall be treated as inclusive of any VAT.

9. Staff

- 9.1 The Research Institution shall employ all Staff working on the Project whose remuneration is funded by the Grant and shall comply with all obligations under employment legislation and any relevant regulations and codes in respect of such Staff. Prostate Cancer UK accepts no liability for contracts extending beyond the defined Grant Period.
- 9.2 Grant funds may not be used to finance paid maternity leave, paternity leave or long-term sick leave for any Staff or Student funded on the Grant. The Research Institution accepts full responsibility for such payments. Grant funds may be used to cover the costs of replacement Staff during periods of maternity, paternity or long-term sick leave, but only with prior written permission from Prostate Cancer UK.
- 9.3 The Research Institution shall ensure that all Staff/Students who work on the Grant shall be subject to contractual terms which provide that all Intellectual Property rights or know-how created by them whilst working on the Grant shall vest in the Research Institution.
- 9.4 The Research Institution undertakes to ensure that all Staff/Students working on the Project, or involved in it, receive appropriate training to enable them to fulfil their roles in the delivery of the research on the Project.
- 9.5 Prostate Cancer UK must be informed of all Staff working or expected to work on the Project and of any changes to staffing on the Project during the Grant Period. Starting salaries for replacement Staff will normally revert to the levels awarded for the first year of the Grant.
- 9.6 All Staff/Students whose remuneration is funded by the Grant are required to devote the whole of that salaried time on the Project specified in Schedule One and the Grant Application.

- 9.7 The Research Institution undertakes to pay the salaries of the Principal Investigator and any Co-applicants employed by the Research Institution, where these are not funded by the Grant, for the duration of the Grant Period.
- 9.8 The Research Institution must have a formal policy in place that clearly sets out the standards of behaviour expected from its staff, and the procedure for making and responding to complaints, including allegations of bullying or harassment. The Research Institution should promptly notify Prostate Cancer UK if a formal complaint is raised against/by any member of Staff, including the Principal Investigator, involved in the Project. The Research Institution must investigate any allegations of misconduct, including bullying or harassment, in an impartial, fair and timely manner and take appropriate action where required, whilst ensuring the rights of any employee involved are protected. If the Research Institution fails to appropriately handle allegations of misconduct, bullying or harassment relating to any of its Staff, including the Principal Investigator, involved in the Project, or if the Research Institution fails to notify Prostate Cancer UK of such allegations, then this would constitute a material breach, enabling Prostate Cancer UK to terminate the Agreement.

10. Monitoring & Reporting requirements

- 10.1 Regular informal contact with Prostate Cancer UK to discuss the progress of the Project is welcomed and encouraged.
- 10.2 An interim progress report must be submitted to Prostate Cancer UK within 30 days after completion of the first six months after the Start Date and within 30 days of each subsequent six month period. A detailed final report must be submitted within three months of the end of the Grant Period. Reports must be approved by the Principal Investigator in such formats and containing such information as is reasonably requested by Prostate Cancer UK, including effective lay summaries. Such reports shall state any divergence from the original timetable and budget for the Project and must highlight any potential for commercial exploitation of the results of the research funded by the Grant.
- 10.3 The Research Institution must ensure that the Principal Investigator submits accurate information on a biannual basis on the progress and outputs from the Project during the Grant Period, in a format as specified by Prostate Cancer UK. This reporting must continue beyond the Grant Period for a length of time and at a frequency as agreed by Prostate Cancer UK and the Principal Investigator upon completion of the Grant, up to a maximum of 10 years. The minimum expectation is for a report to be submitted at one, two, five and ten years after the end of the Grant Period. Failure to comply with this clause 10.3 may result in the Research Institution and Principal Investigator being barred from receiving any further grants from Prostate Cancer UK. Payment of the final invoice will not be contingent upon any supplementary reporting requested after the submission of the final report (to be submitted within three months of the end of the Grant Period as stipulated in clause 10.2).
- 10.4 Continuation of funding is dependent on adequate progress of the Project, as described in Schedule One and in the Grant Application, and as judged by Prostate Cancer UK under the advice of the Scientific Committee. Adequate progress shall include, but is not limited to; achieving stipulated milestones, keeping to the stipulated schedule, remaining within budget and addressing the key aims and hypotheses. If at any stage Prostate Cancer UK consider the progress of the Project to be unsatisfactory, or if the work undertaken is not in accordance with that set out in Schedule One and the Grant Application, then this would constitute a material breach, enabling Prostate Cancer UK to terminate the Agreement.
- 10.5 Late or overdue reports as set out in 10.2 and 10.3 will result in Prostate Cancer UK withholding payment of any outstanding and/or future claims until such report is received and accepted as satisfactory by Prostate Cancer UK.
- 10.6 Failure by the Research Institution to submit any report and/or information set out in clauses 10.2 and 10.3 within 30 days of the due date shall constitute a material breach enabling Prostate Cancer UK to terminate this Agreement and may cause Prostate Cancer UK to refuse consideration of further applications from the Principal Investigator and the Research Institution.

- 10.7 Failure to submit a final report within three months of the end of the Grant Period or to submit any report and/or information set out in clauses 10.2 and 10.3 may result in the Research Institution and Principal Investigator being barred from receiving any further grants from Prostate Cancer UK. Furthermore, and as stipulated in clause 3.7, the final payment of the Grant shall not be made until the delivery of a final report by the Research Institutions (via the Principal Investigator) to Prostate Cancer UK which is to Prostate Cancer UK's satisfaction, in accordance with clauses 10.2 and 10.3.

11. Dissemination & Publicity

- 11.1 The Research Institution and Principal Investigator shall have freedom in accordance with normal academic practice to publish results obtained during the course of the Project and agree to comply with the following obligations, in accordance with any publicity guidelines provided by Prostate Cancer UK from time to time:
- 11.1.1 The financial support of Prostate Cancer UK shall be acknowledged in any public communication. This specifically includes press releases, and radio and television appearances.
 - 11.1.2 Prostate Cancer UK logos, and any other logos provided by Prostate Cancer UK, shall be used on all materials used in the dissemination of findings from the Project, and in compliance with any guidance provided by Prostate Cancer UK.
 - 11.1.3 The Research Institution shall ensure that the Principal Investigator publishes studies in such a way that allows open access to the data and information they produce, and make their research publicly available as soon as possible. In compliance with this clause 11.1.3, all research manuscripts accepted for publication in a peer-reviewed journal that are supported by this Grant, must be made available from Europe PubMed Central no later than six months from the date of publication.
 - 11.1.4 The Research Institution must not, and must ensure that the Principal Investigator does not, describe findings from the Project as a "report of Prostate Cancer UK or PCUK", unless by prior agreement with Prostate Cancer UK. Prostate Cancer UK should be contacted regarding any such request.
 - 11.1.5 The Research Institution should not, and must ensure that the Principal Investigator does not, give the impression in any statement, public or otherwise, that it is, on account of the research, acting in any official capacity for Prostate Cancer UK or has the authority to bind or represent Prostate Cancer UK.
 - 11.1.6 The Research Institution shall ensure that the financial support of Prostate Cancer UK is properly acknowledged in all oral or written reports, statements or presentations about the Project, in accordance with any Prostate Cancer UK guidelines.
 - 11.1.7 The Research Institution (via the Principal Investigator) must inform Prostate Cancer UK when results of work funded, wholly or partly, by Prostate Cancer UK is accepted for publication or presentation. One copy of each published paper, poster, presentation, abstract or other material must be forwarded to Prostate Cancer UK prior to publication or presentation.
 - 11.1.8 Media enquiries about the Project funded by Prostate Cancer UK must be dealt with in liaison with Prostate Cancer UK and in accordance with any guidelines provided by Prostate Cancer UK from time to time. Any publicity releases relating to the Project must be approved by Prostate Cancer UK in advance.
 - 11.1.9 The Research Institution shall ensure that the Principal Investigator is willing to participate in interviews as reasonably requested by Prostate Cancer UK.
 - 11.1.10 Failure by the Research Institution to comply with this clause 11 shall constitute a material breach enabling Prostate Cancer UK to terminate the Agreement.

- 11.1.11 No Party shall use the logo of the other in any press release or product advertising or for any other commercial purpose without the prior written consent of the other provided, however, that publication of appropriate details of the Project including but not limited to the sums received from Prostate Cancer UK in the Research Institution's annual report and similar publications shall not be regarded as a breach of this Agreement.

12. Site Visits

- 12.1 Prostate Cancer UK welcomes invitations for our staff to visit the Research Institution and Principal Investigator's laboratory to discuss the progress of the Project.
- 12.2 Prostate Cancer UK reserves the right to undertake site visits, not normally more than one a year, to be made by individuals selected by Prostate Cancer UK, to enable assessment of the effectiveness and efficiency of the Project, to advise on the direction of the research and to agree and review milestones. Prostate Cancer UK shall give the Research Institution reasonable notice of such a request and will coordinate the arrangements for the site visit with the Principal Investigator and the Research Institution to ensure it is convenient for all Parties.

13. Audit Rights

- 13.1 Prostate Cancer UK, or anyone authorised by Prostate Cancer UK, has the right to carry out its own review of the Research Institution's accounting records for the Project and use of the Grant as well as the procedures it uses to disburse funds. The Research Institution is obliged to give authorised representatives, officers and agents of Prostate Cancer UK, when requested by Prostate Cancer UK or anyone authorised by Prostate Cancer UK, access to all books, documents, accounts, and financial records relating to the implementation of the Project.
- 13.2 The Research Institution is required to have in place formal procedures that ensure only qualifying expenditure is claimed from Prostate Cancer UK. A separate cost code and set of analysis codes must be maintained by the Research Institution for the Grant. The Grant will be terminated if such procedures are found not to be in place.
- 13.3 If Prostate Cancer UK suspects that there are financial irregularities in relation to the Grant it may appoint external auditors to investigate the irregularities. If such irregularities are confirmed by the external auditor the fees charged by the external auditors will be met by the Research Institution.

14. Intellectual Property Rights

- 14.1 The Research Institution confirms that the Principal Investigator has: (i) declared all Background Intellectual Property relating to the Project in the Grant Application; and (ii) provided details within the Grant Application concerning how this Background Intellectual Property will be utilised in the Project. The Research Institution shall not enforce against Prostate Cancer UK any Background Intellectual Property not disclosed in accordance with this clause.
- 14.2 To the extent that the Background Intellectual Property required for the Project is owned by the Research Institution, the Research Institution hereby grant Prostate Cancer UK a non-exclusive, irrevocable licence to use the relevant Background Intellectual Property which might be necessary in order to use the Foreground Intellectual Property. To the extent that the Background Intellectual Property required for the Project is owned independently by the Principal Investigator, the Research Institution shall ensure that the Principal Investigator grants Prostate Cancer UK a non-exclusive, irrevocable licence to use the relevant Background Intellectual Property which might be necessary in order to use the Foreground Intellectual Property. Further terms of the licence will be agreed in writing between Prostate Cancer UK, the Research Institution and the Principal Investigator (if applicable).
- 14.3 To the extent that any third party Background Intellectual Property is necessary in order to use the Foreground Intellectual Property, the Research Institution will provide Prostate Cancer UK such

reasonable assistance as Prostate Cancer UK may require to obtain the necessary licence(s) from the relevant third parties.

- 14.4 Where Background Intellectual Property has already been protected, Prostate Cancer UK does not require ownership of that Intellectual Property to change. However, if this Project adds significant commercial value to the Background Intellectual Property provided by the Principal Investigator, the Research Institution or a third party, Prostate Cancer UK shall enter into discussions with the relevant parties (normally the owner of the Background Intellectual Property, the Research Institution (if not the owner of the Background Intellectual Property), and the Principal Investigator) regarding the exploitation plan for that Intellectual Property. Such discussions shall include negotiations regarding revenue share, royalty payments or another form of reimbursement to Prostate Cancer UK in acknowledgement of Prostate Cancer UK's contribution towards the development of the asset, and appropriate to the level of investment from Prostate Cancer UK.
- 14.5 For the purpose of clause 14.4 "significant commercial value" shall be determined by Prostate Cancer UK as adding value in situations including but not limited to; de-risking an asset through the results of the Project; strengthening the potential for commercialisation of the Intellectual Property by demonstrating a new, larger, different or better-defined market for an existing asset; enhancing the value of the Intellectual Property before, at or after initial market launch; and/or providing new opportunities for additional commercial exploitation of the Intellectual Property.
- 14.6 Any Foreground Intellectual Property arising from the Project shall be owned by and vest in the Research Institution, who shall put in place (if not already) all agreements necessary to give full effect to such ownership by the Research Institution. The Research Institution shall promptly notify Prostate Cancer UK of any such Foreground Intellectual Property as it arises. The Research Institution shall use reasonable endeavours to identify, protect and exploit the Foreground Intellectual Property. The Research Institution shall immediately inform Prostate Cancer UK if it chooses not to protect or abandon any such Foreground Intellectual Property. If the Research Institution chooses not to protect or abandon any Foreground Intellectual Property, or if Prostate Cancer UK can demonstrate that the Research Institution's protection of the Foreground Intellectual Property is not sufficient or appropriate, Prostate Cancer UK shall have the right, but not the duty, to: (i) request the assignment of that Foreground Intellectual Property to Prostate Cancer UK (and the Research Institution shall promptly effect such assignment); and (ii) following that assignment, protect and exploit such Foreground Intellectual Property.
- 14.7 In exceptional circumstances, and only if Prostate Cancer UK has provided its prior written consent, it is permissible for Foreground Intellectual Property generated through the Grant to be owned by and vest in the research institution of a Co-Principal Investigator directly involved in this Project. In this instance, the research institution wishing to own the relevant Intellectual Property must sign a document acceding to the terms and conditions set out in this Agreement in a form and substance satisfactory to Prostate Cancer UK.
- 14.8 The Research Institution shall consider whether the protection, management and exploitation of any Foreground Intellectual Property is the most appropriate means of achieving benefit to men with prostate cancer.
- 14.9 Regardless of whether the Foreground Intellectual Property has been assigned to Prostate Cancer UK under clause 15.6 or not, the Research Institution must seek and receive prior written consent from Prostate Cancer UK before exploiting the Foreground Intellectual Property (including by licence, option or assignment where required), and must provide Prostate Cancer UK with a credible plan for such exploitation. If Prostate Cancer UK reasonably considers that the Foreground Intellectual Property exploitation plan proposed is inadequate, then it may withhold its consent to that plan. The Research Institution shall provide Prostate Cancer UK with copies of all agreements relating to the Foreground Intellectual Property and the exploitation thereof. The Research Institution shall keep Prostate Cancer UK apprised of the status of negotiations in relation to the exploitation of the Foreground Intellectual Property, and shall reasonably take into account any observations or proposals made by Prostate Cancer UK or their agent in respect of the same.

- 14.10 In this clause 14, the terms “Direct Costs”, “Gross Revenue” and “Net Revenue” shall have the following definitions:
- 14.10.1 “Direct Costs” shall mean all external expenses incurred and paid by the Research Institution in connection with the filing, prosecution and maintenance of the Foreground Intellectual Property including, but not limited to, official filing fees, agent costs, and reasonable legal and other advisory and consultancy fees. Direct Costs shall not include the Research Institution’s internal costs relating to the foregoing activities, regardless of the legal constitution of the Research Institution’s technology transfer office. For the avoidance of doubt, the Research Institution may not make deductions for any salary or taxes in respect of the Research Institution or the inventors or generators of the Intellectual Property.
- 14.10.2 “Gross Revenue” shall mean all consideration received by the Research Institution from the commercial exploitation of the Foreground Intellectual Property, including licence fees, option fees, up-front fees, royalties, minimum royalties or milestone payments, sub-licence initiation fees or any other fixed sum payments received by the Research Institution from the licensing or other disposition of the Intellectual Property in forms including but not limited to monies, shares or options.
- 14.10.3 “Net Revenue” shall mean Gross Revenue less: (i) Direct Costs; and (ii) any taxes including but not limited to value added tax, sales, excise and withholding tax, imposed on the Research Institution in connection with any Gross Revenue which the Research Institution is unable to offset or recover.
- 14.11 Net Revenue from commercial exploitation of the Foreground Intellectual Property shall be shared in the following proportions: half to Prostate Cancer UK, and half to the Research Institution. In the event that the Foreground Intellectual Property arising from the Project is not wholly funded by Prostate Cancer UK, and/or is commercialised together with other data or intellectual property and/or a third party, then the revenue share due to Prostate Cancer UK shall be proportionate to reflect Prostate Cancer UK’s inventive contribution.
- 14.12 The Research Institution is encouraged to make freely available any materials generated under the Project for academic/non-commercial research purposes, including via depositories. For clarity, commercial or otherwise profit-making use of the materials arising under the Project shall also be subject to the revenue sharing provisions of this clause 14.
- 14.13 The Research Institution hereby grants to Prostate Cancer UK a royalty free, irrevocable, sub-licensable non-exclusive licence under the Foreground Intellectual Property for internal academic/not-for-profit research, teaching, and publicity purposes, but not for any commercial purpose.
- 14.14 Prostate Cancer UK may make use of a technology transfer/intellectual property management agent. The Research Institution shall, at the request of Prostate Cancer UK, liaise with such agent. Prostate Cancer UK shall ensure that the aforementioned agent is bound by confidentiality obligations in relation to any information shared in respect of the Project and the Intellectual Property.
- 14.15 The Research Institution undertakes that all necessary licences, consents, approvals, and authorisations of all regulatory and governmental authorities and other third parties required to be obtained by the Research Institution in connection with its conduct of obligations under the Project have been obtained or will be obtained.
- 14.16 The Research Institution confirms that in relation to both the Research Institution’s Background Intellectual Property and the Research Institution’s Foreground Intellectual Property licensed to Prostate Cancer UK under clauses 14.2 and 14.13 respectively:
- 14.16.1 such Intellectual Property has been, or will be, developed exclusively by its employees within the course of their employment; or

14.16.2 to the extent not so developed, ownership has been transferred absolutely to the Research Institution in writing and without restriction as to its use or transferability.

14.17 Prostate Cancer UK reserves the right to seek redress and appropriate financial compensation in the event of non-compliance with this clause 14.

14.18 This clause 14 (Intellectual Property Rights) shall survive expiry or termination of the Agreement for whatever reason.

15. Consequences of Termination

15.1 The expiry or termination of this Agreement, for whatever reason, shall be without prejudice to the accrued rights of the Parties arising out of this Agreement.

15.2 Notwithstanding any other rights Prostate Cancer UK may have, on expiry or termination of this Agreement (howsoever arising) Prostate Cancer UK shall be entitled to withhold all further payments of the Grant.

15.3 Save for amounts not spent in accordance with the provisions of this Grant Agreement (which will be repayable in accordance with this Agreement) payments already made by Prostate Cancer UK to the Research Institution as at the date of expiry or termination of this Agreement shall not be refundable to Prostate Cancer UK subject to any specific rights or clawback which may arise or have arisen under this Agreement.

15.4 Upon termination neither Party shall make any public announcement or do any act or thing which may in any way harm or bring the other Party into disrepute.

15.5 Any provisions of this Agreement which are stated to survive, or by their nature are intended to survive, the expiry or termination of this Agreement shall survive.

16. Entire Agreement

16.1 This agreement, together with the Grant Application, the Award Letter and the Start Certificate, which is hereby incorporated into this Agreement, constitutes the whole Agreement between the Parties and supersedes all previous agreements between the Parties relating to its subject matter.

16.2 Each Party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty whether made negligently or innocently (other than for breach of contract).

16.3 In the event of any conflict or inconsistency between any part of the Grant Application and any part of Schedule One of this Agreement, the relevant part of the Grant Application or Schedule One, as the case may be, which places the greatest obligation on the Research Institution shall prevail.

17. Limitation of Liability

17.1 Subject to clause 18.7:

17.1.1 Prostate Cancer UK will not under any circumstances be liable to the Research Institution in contract, tort (including negligence) or otherwise for any loss of business, revenue, profits, opportunities, goodwill, reputation or any type of special, indirect or consequential loss whatsoever (even if such loss was reasonably foreseeable or the Research Institution or its agent had been advised of the possibility of incurring the same). Prostate Cancer UK will not be liable to the Research Institution for any failure to pay the amounts set in the Grant as a result of events outside its reasonable control; and

17.1.2 Prostate Cancer UK's total liability arising under or in connection with this agreement or arising from or in connection with any breach or non-performance by Prostate Cancer UK (including by reason of its negligence) shall be limited to the Grant.

17.2 Prostate Cancer UK shall not be responsible for any liabilities assumed by the Research Institution nor will Prostate Cancer UK assume any obligations, financial or otherwise, entered into by the Research Institution with any third party. The Research Institution will indemnify (and keep indemnified) Prostate Cancer UK from and against all actions, costs, claims, losses and demands arising as a result of any action or omission of the Research Institution or any of its employees or agents and/or any claim by any third party in respect of or arising out of the carrying out of the Project by the Research Institution or any of its employees or agents.

17.3 No interest shall be payable by Prostate Cancer UK in respect of any payment of the Grant in any circumstances.

17.4 It is the responsibility of the Research Institution to provide adequate infrastructure, resources and support for the Principal Investigator so as to ensure the successful delivery of the Project as specified and committed in Schedule One and in the Grant Application. Failure to do so would constitute a material breach, enabling Prostate Cancer UK to terminate the Agreement.

17.5 The use or analysis of real-world data derived from patient records must be conducted in accordance with applicable data protection legislation including the UK GDPR, Data Protection Act 2018, and the NHS Health Research Authority Guidelines on the use of patient-identifiable data (and any other subsequent relevant Regulations). Prostate Cancer UK does not assume sponsorship responsibility for the research conducted within the Project, but should be informed by the Principal Investigator before the Project commences as to who will take on the role of Sponsor.

The Research Institution will fully adhere to the terms and conditions governing the use of the Study Data (as set out by the provider of the Study Data) and shall bear full responsibility and liability for its handling and use. Prostate Cancer UK accepts no responsibility or liability for any misuse, mishandling, or breach related to the Study Data by the Research Institution, the Principal Investigator or any Staff/Student employed on the Grant.

17.6 The Research Institution will maintain suitable liability and any other adequate levels of insurance in respect of the activities undertaken by it pursuant to the Project and its obligations under this Agreement and provide copies of such insurance to Prostate Cancer UK upon request.

17.7 Nothing in this agreement shall limit or exclude the liability of either Party for fraud and/or fraudulent misrepresentation or death or personal injury caused by the negligence of the Party seeking to rely on the exclusion or limitation.

18. Rights of third parties

18.1 A person who is not a Party to this Agreement, save as expressly set out in this Agreement, shall not have any rights under or in connection with it.

19. Confidentiality

19.1 In the event that the Research Institution discloses to Prostate Cancer UK information which is of a confidential nature, the Research Institution will advise Prostate Cancer UK that such information should be treated in confidence ("Confidential Information"). Once Confidential Information is disclosed, Prostate Cancer UK agrees to maintain confidentiality of such information for the duration of this Agreement and five years thereafter. Confidential Information shall not include information that was (i) known to Prostate Cancer UK prior to disclosure, (ii) which was independently developed by Prostate Cancer UK or is provided by a third party who has the right to provide it, (iii) was or becomes in the public domain through no fault of Prostate Cancer UK, or (iv) is required to be disclosed under the law or an order of the court.

- 19.2 Prostate Cancer UK requires that information submitted in the lay summary section of the Grant Application and subsequent interim reports will contain no "Confidential Information" or commercially sensitive details. The information in these sections will be used for the publicity of Prostate Cancer UK's research programme, thus it is the responsibility of the Principal Investigator to ensure that no information of a confidential or commercially sensitive nature is included in these sections.
- 19.3 Prostate Cancer UK shares information relating to its research grant portfolio with the following organisations: the International Cancer Research Partnership, the Association of Medical Research Charities, and Dimensions. Prostate Cancer UK may share non-confidential information about this Grant with these third parties, including but not limited to: the project title, the research institution, the name and email address of the Principal Investigator, the Grant value and the scientific and lay abstract. The Research Institution and Principal Investigator should be aware of these data sharing agreements, and be prepared for certain details of the Project to be shared and made publicly available through these channels. The Principal Investigator will be permitted to remove any confidential or commercially sensitive information from their abstract prior to Prostate Cancer UK's submission of data to the third parties. Prostate Cancer UK shall seek valid consent from the Principal Investigator and/or any other relevant parties if it intends to share this information with any other third party not listed in this clause 19.3

20. Notices

- 20.1 Any notice or other communication required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post (or equivalent), recorded delivery (or equivalent), by commercial courier or by e-mail or as otherwise specified by the relevant Party by notice in writing to the other Party.
- 20.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address and for the contact or, if sent by pre-paid first-class post (or equivalent) or recorded delivery (or equivalent), at 9.00 am on the fifteenth Working Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed or if by e-mail at 9:00am on the second Working Day after the e-mail is sent.
- 20.3 This clause shall not apply to the service of any proceedings or other documents in any legal action.

21. Assignment

- 21.1 The Research Institution shall not, without the prior written consent of Prostate Cancer UK, assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 21.2 Prostate Cancer UK may at any time assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights under this Agreement and may sub-contract or delegate in any manner any or all of its obligations under this Agreement to any third party or agent, and will provide the Research Institution with reasonable notice of this.
- 21.3 Each Party that has rights under this Agreement is acting on its own behalf and not for the benefit of another person.

22. General

- 22.1 Nothing in this Agreement shall create, imply or evidence any partnership or joint venture between the Research Institution and Prostate Cancer UK or the relationship between them of principal and agent.
- 22.2 Failure by either Party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provisions.

- 22.3 No waiver expressed or implied by either Party of any term or condition or of any breach of this Agreement shall be deemed to be a waiver of any other terms or conditions or any other breach of this Agreement.

23. Force Majeure

- 23.1 In this clause 23, "Affected Party" shall mean the Party seeking to invoke clause 23.2, and a "Force Majeure Event" shall mean any event or circumstance which is beyond the reasonable control of the Affected Party, including, but not limited to, flood, lightning, subsidence, terrorist act, fire or war, failure or shortage of power supplies, acts of government and industrial action of any kind.
- 23.2 The Affected Party shall not be under any liability to the other Party for any failure or delay in performing this Agreement or any part of it to the extent that such failure or delay is caused by a Force Majeure Event and shall be entitled to a reasonable extension of time for performing its relevant obligations.
- 23.3 The Affected Party shall only be entitled to rely on the provisions of clause 23.2 if:
- 23.3.1 within five working days of a Force Majeure Event occurring, it provides the other Party with full details of the nature and extent of the Force Majeure Event in question, including the Affected Party's best estimate of the likely extent and duration of its inability to perform its obligations under this Agreement as a result of such Force Majeure Event, and, thereafter, promptly provides any further information which the other Party reasonably requires;
 - 23.3.2 it uses all reasonable endeavours to avoid or minimise the consequences of the Force Majeure Event in question and carry out its obligations and duties in such other ways as may be reasonably practicable; and
 - 23.3.3 it uses all reasonable endeavours to bring the Force Majeure Event in question to a close as soon as reasonably practicable.

24. Academic Integrity

- 24.1 It is a condition of accepting funding that the Research Institution has in place a viable mechanism for dealing with accusations of scientific fraud. In the event of suspected scientific fraud, Prostate Cancer UK requires the Research Institution to investigate and provide a written report to Prostate Cancer UK of the findings of such investigations within six months of the irregularity or fraud occurring or being suspected.
- 24.2 If academic fraud is suspected during the course of research on the Project, Prostate Cancer UK must be notified immediately and kept informed in writing of further developments. Prostate Cancer UK reserves the right to suspend, terminate or clawback all or part of the Grant if, in the opinion of Prostate Cancer UK, satisfactory steps are not taken to investigate allegations of academic fraud. If fraud or any other irregularity is proven against the Research Institution, Prostate Cancer UK will terminate the Grant immediately and Grant monies already paid will become repayable immediately in whole.
- 24.3 A viable mechanism for dealing with accusations of scientific fraud or other academic irregularities must contain the following elements: a guidance document or code of practice on standards of professional behaviour; provisions for induction and training of staff; monitoring; regulations and procedures for handling allegations; fair procedures and appropriate protection for both the accused and the accuser. The Research Institution undertakes to have such a mechanism in place for the duration of the Grant Period.

25. Data Protection

- 25.1 Each Party shall at all times comply with Data Protection Laws to the extent that the Data Protection Laws applies to it in the performance of its obligations under this Agreement.

25.2 This Grant is subject to, and the Research Institution shall comply with, the provisions and principles of Data Protection Laws. The collection, handling and use of data relating to individuals shall be treated as confidential at all times. The Research Institution shall, at all times, be responsible for ensuring that storage of data is secure.

25.3 Each of the Parties hereby acknowledges that the Personal Data to be shared with:

25.3.1 the Research Institution by Prostate Cancer UK will include Personal Data relating to employees of Prostate Cancer UK (such as the Grant Manager) or individuals whose Personal Data is required to fulfil the purposes of this Agreement, including names, email addresses and other identifiers; and

25.3.2 Prostate Cancer UK by the Research Institution will include Personal Data relating to employees of the Research Institution (such as the Principal Investigator(s), any Co-Applicants, Collaborators, Staff and Students) or individuals whose Personal Data is required to fulfil the purposes of this Agreement, including names, email addresses and other identifiers.

The data referred to in this clause 25.3 (the **“Agreement Data”**) is shared for the purpose of enabling the Parties to serve their responsibilities and their relationship with one another under this Agreement (the **“Permitted Purpose”**). For the avoidance of doubt, the Research Institution will not share the Personal Data of trial participants with Prostate Cancer UK under this Agreement. Each Party shall ensure that the Agreement Data it Processes shall be adequate, relevant, accurate and limited to what is necessary to fulfil the Permitted Purpose.

25.4 The Parties acknowledge that for the purposes of the Data Protection Laws they each will be a Data Controller in respect of their own processing of the Agreement Data.

25.5 Each Party warrants that it will either (i) obtain all valid consents required or (ii) ensure that there is a lawful basis to fulfil the transfer and processing of Agreement Data under this Agreement including, for the avoidance of doubt, the transfer described in clause 19.3.

25.6 Each Party agrees that it will only Process the Agreement Data provided by the other Party for the Purpose provided under this Agreement. However, either Party may in addition process the Agreement Data for its own purposes of compliance with applicable law and regulations.

25.7 For the purposes of this clause 25, the terms:

“Data Subject”, **“Personal Data”**, and **“processing”** shall have the meanings given to them in the Data Protection Laws and **“process”** and **“processed”** shall be construed accordingly;

“Data Protection Laws” means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which a party is subject, including the GDPR and the Data Protection Act 2018.

26. Amendments

26.1 Prostate Cancer UK reserves the right to make reasonable amendments to this Agreement. The Research Institution will be informed in advance of any change in conditions. If the Research Institution does not agree to the amendments then it shall notify Prostate Cancer UK within 2 weeks of being made aware of the amendments. If agreement cannot be reached then Prostate Cancer UK will initiate termination of the grant, according to the notice periods laid out in section 5.1 of this agreement.

27. Governing Law and Jurisdiction

27.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with English law and the Parties irrevocably submit to the exclusive jurisdiction of the Courts of England & Wales and to the exclusion of all other jurisdictions.