

## **Inspire Fund - terms and conditions**

### **AGREED TERMS**

#### **1. CONDITIONS & PURPOSE OF GRANT**

- 1.1 The Recipient shall use the Grant only for the delivery and Purpose of the Project during the Grant Period and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of ARUK.
- 1.2 If the Recipient wishes to change the scope of the Project, it shall submit details of the requested change to ARUK in writing by way of a new Project proposal (which will include but not be limited to a new financial statement) and such change shall only be implemented if agreed by ARUK in writing.
- 1.3 Where the Recipient intends to apply to a third party for other funding for the Project, it will notify ARUK in advance of its intention to do so and, where such funding is obtained, it will provide ARUK with details of the amount and purpose of that funding. The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that ARUK is funding in full under this Agreement.

#### **2. PAYMENT OF GRANT**

- 2.1 [Bronze Awards] Subject to clauses 2.2 and 10, ARUK shall pay the Grant in one lump sum to the Recipient within [10 working days] of ARUK receiving a signed copy of this Agreement from the Recipient. Payments shall not be made into personal bank accounts. The Recipient must immediately notify ARUK of any changes to its bank account details.

#### **OR**

[Silver or Gold Awards] Subject to clauses 2.2 and 9, ARUK shall pay the Grant to the Recipient on the Payment Dates in accordance with the Schedule, on the condition that ARUK is satisfied that such payment will be (or has been where applicable) used for the Purpose and the proper expenditure in delivery of the Project, subject to receipt of a satisfactory Interim Report. Payments shall not be made into personal bank accounts. The Recipient must immediately notify ARUK of any changes to its bank account details.

- 2.2 ARUK has the right to seek reimbursement in the event of an overpayment in relation to any Grant made to the Recipient.
- 2.3 The Evaluation Report received by ARUK represents the final statement of expenditure for the Grant. ARUK is not obliged to make any further payments in respect of the Grant following its receipt and approval of the Evaluation Report. ARUK reserves the right to refuse to award future funding to the Recipient in the event that the Recipient fails to provide an Evaluation Report.
- 2.4 Should any part of the Grant remain unspent at the end of the Grant Period, ARUK may request that any unspent monies are returned by the Recipient to ARUK by no later than 1 month following expiry of the Grant Period.
- 2.5 The Recipient shall promptly repay to ARUK any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.

#### **3. USE OF GRANT AND OTHER OBLIGATIONS OF THE RECIPIENT**

- 3.1 The Grant shall be used by the Recipient for the Purpose and delivery of the Project in accordance with the agreed budget for expenditure set out in Annex 1. For the avoidance of doubt, the amount of the Grant that the Recipient may spend on any item of expenditure listed in Annex 1 shall not exceed the corresponding sum of money listed in the Recipient's planned

expenditure as per the Recipient's application form and as extracted in Annex 1 without the prior written agreement of ARUK.

- 3.2 The Recipient must ensure that, before the Project commences and during the full Grant Period, all the necessary legal and regulatory requirements in order to conduct the Project are met, and all the necessary licences and approvals have been obtained by the Recipient at its own expense.
- 3.3 The Recipient shall ensure that safeguarding of young people and vulnerable adults has been considered in carrying out the Project, including the requirement for Disclosure and Barring Service checks. The cost of obtaining DBS checks, if required, should be included in the Grant budget.
- 3.4 The Recipient shall deliver all aspects of the Project with reasonable skill and care and in compliance at all times with the terms of this Agreement and all applicable regulations and legislation in force from time to time.
- 3.5 The Recipient shall ensure that all necessary health and safety requirements have been considered in relation to the Project as outlined in Annex 1, in line with at least its own health and safety best practice, and acknowledges that, subject to clause 10.1, ARUK shall have no responsibility or liability arising in relation to health and safety or other public liability aspects of the Project.
- 3.6 [Subject to clause 1.3], where the Recipient has obtained funding from a third party in relation to its delivery of the Project (including without limitation funding for associated administration and staffing costs), the amount of such funding shall be included in the budget in Annex 1 together with a clear description of what that funding shall be used for.
- 3.7 The Recipient must ensure that adequate and appropriate resources are provided to support and deliver the activities described in Annex 1.
- 3.8 [In the event that the Recipient is unable and/or is prevented from performing any of its obligations under this Agreement due to any reason, including but not limited to, illness or injury, the Recipient shall inform ARUK of the expected duration of such illness or injury. ARUK, in its sole discretion, may suspend or cease making any further payments of the Grant to the Recipient and/or may agree to proposed variations to the Project completion dates.]

#### **4. ACCOUNTS, RECORDS & REPORTING**

- 4.1 The Grant shall be shown in the Recipient's accounts as separately ring-fenced for the purpose of delivering the Project (a "restricted fund") and shall not be included under general funds.
- 4.2 The Recipient must ensure that the control of expenditure to be funded under the Grant is governed by its normal standards and procedures and its formal audit arrangements. These should include standards and procedures for maintaining an appropriate anti-fraud and corruption control environment.
- 4.3 The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.
- 4.4 The Recipient shall keep all invoices, receipts, records, accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate. ARUK has the right to request from the Recipient, at any time, any financial information in respect of the Grant or the activities it funds.
- 4.5 The Recipient shall allow ARUK (including those persons authorised by ARUK) access to its financial records on reasonable notice and at reasonable times for audit purposes. Where any audit reveals any breach or non-compliance by the Recipient, the Recipient shall bear the costs of ARUK carrying out such audit.

4.6 [Silver or Gold Awards] The Recipient shall provide ARUK with an Interim Report outlining Project progress and a breakdown of how the Grant is spent at a key Project milestone, in such format as ARUK may reasonably require.

4.7 The Recipient shall provide ARUK with the Evaluation Report on its use of the Grant and delivery of the Grant no later than one month following the end of the Project, in such format as ARUK may reasonably require. [The Evaluation Report will take the format of the template annexed in Annex 2 of this Agreement.]

## **5. EQUIPMENT [IF APPLICABLE]**

5.1 The Recipient must ensure that it has in place clearly defined procedures for the procurement of equipment and that equipment funded by the Grant is acquired by the Recipient in accordance with these procedures.

5.2 The Recipient must ensure that equipment funded by the Grant is appropriately insured and maintained in good condition, fair wear and tear excepted, throughout its useful life. The Recipient shall be responsible ensuring safe and secure storage of the equipment at all times, and shall not make any claim against ARUK with regard to any damage caused to the equipment, whether negligent or otherwise, or any loss, damages, claims or costs arising from the Recipient's use or mis-use of the equipment.

5.3 Equipment funded by the Grant is awarded to the Recipient specifically for the Purpose of the Project. Prior written permission must be obtained from ARUK to use the equipment for any other purpose.

## **6. ACKNOWLEDGEMENT AND PUBLICITY**

6.1 The Recipient shall permit ARUK to publicise the Grant, the Project and its association with the Recipient in such manner as ARUK may require from time to time (acting reasonably).

6.2 The Recipient shall obtain ARUK's prior written consent to all promotional activity or publicity relating to the Project and must consult with ARUK's Engagement team on any press statements that may be issued about the Grant or the findings from the activities funded by the Grant. The Recipient shall ensure that it acknowledges the support of ARUK in any materials that refer to the Project and in any written or spoken public presentations about the Project [as follows: "Supported by Alzheimer's Research UK", or as may otherwise be directed from time to time.] Such acknowledgements (where appropriate or as requested by ARUK) shall include ARUK's name and logo in the format specified by ARUK from time to time.

6.3 In using ARUK's name and logo, the Recipient shall comply with all reasonable branding and publicity guidelines issued by ARUK from time to time.

6.4 In carrying out the Project, the Recipient shall not do or fail to do anything which may damage or have a detrimental effect upon the name and reputation of ARUK.

## **7. INTELLECTUAL PROPERTY RIGHTS**

7.1 ARUK and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, know-how and any other IPR's whatsoever owned by either ARUK or the Recipient before the Commencement Date shall remain the property of that party.

7.2 Unless ARUK agrees otherwise, the Recipient shall be responsible for the identification, protection, management and promotion of the Project and any new IPR's which may arise out of the Project. ARUK also requires the Recipient to ensure that all persons working on a ARUK -funded activity (including, but not limited to, employees, volunteers and sub-contractors) are employed, engaged or retained on terms that vest all ARUK -funded IPR in the Recipient.

7.3 The Recipient agrees and acknowledges that as a condition of the provision of the Grant by ARUK to the Recipient, the Recipient shall not commercialise any materials arising directly or

indirectly as a result of the Project (“Results”) without the prior consent of ARUK, such consent not to be unreasonably withheld.

- 7.4 The Parties shall work on a collaborative basis to identify, develop and consider any opportunities for future commercialisation that may arise from the Project or Results, and shall at all times act in good faith and use commercially reasonable endeavours to facilitate any such future opportunities.
- 7.5 Where ARUK has provided the Recipient with any of its IPR’s for use in connection with the Project (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such IPR’s immediately and shall either return or destroy any documents including such IPR’s as requested by ARUK.
- 7.6 ARUK may request from the Recipient a copy of the outputs of the Project, such as any papers that the Recipient may publish relating to the Project, whether during the term of this Agreement or thereafter.

## **8. CONFIDENTIALITY**

- 8.1 The Recipient shall (and shall procure that any of its staff, volunteers and sub-contractors involved in connection with the activities under this Agreement shall) treat as confidential any information of a confidential nature relating to the Project, or which the Recipient is otherwise told is confidential.
- 8.2 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, know-how or other business, technical or commercial information which:
- (a) at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;
  - (b) is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
  - (c) is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

## **9. DATA PROTECTION**

- 9.1 The Applicant acknowledges that ARUK will Process the Applicant’s Personal Data in accordance with the ARUK privacy policy available on its website.

## **10. WITHHOLDING, SUSPENDING OR REPAYING OF GRANT**

- 10.1 ARUK’s intention is that the Grant will be paid to the Recipient in full. However, without prejudice to ARUK’s other rights and remedies, ARUK may at its sole discretion withhold, suspend or reduce payment of and/or require repayment of all or any part of the Grant if:
- (a) the Recipient uses the Grant or any part of the Grant for purposes other than those for which they have been awarded;
  - (b) the Recipient fails to comply, or ceases to comply, with any eligibility criteria for the Grant notified to it by ARUK prior to the Commencement Date;
  - (c) the delivery of the Project does not start within [6 months] of the Commencement Date and the Recipient has failed to provide ARUK with a reasonable explanation for the delay;
  - (d) [the Recipient fails to meet any one or more of the milestones identified in Annex 1 of this Agreement];

- (e) the Recipient obtains funding from a third party which, in the reasonable opinion of ARUK is likely to bring the reputation of the Project or ARUK into disrepute;
  - (f) the Recipient provides ARUK with any misleading or inaccurate information;
  - (g) there is any financial irregularity or fraud in the operation of the Project;
  - (h) there has been any overpayment of the Grant;
  - (i) the Recipient and/or any of its staff, volunteers and sub-contractors, have (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project; and/or (b) taken any actions which, in the reasonable opinion of ARUK, bring or are likely to bring ARUK's name or reputation into disrepute;
  - (j) the Recipient ceases to operate for any reason or 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
  - (k) the Recipient fails to comply with any of the terms and conditions set out in this Agreement.
- 10.2 Wherever under the Agreement any sum of money is recoverable from or payable by the Recipient (including any sum that the Recipient is liable to pay to ARUK in respect of any breach of the Agreement) at ARUK's discretion: a) the Recipient shall make repayment within 30 days of a demand should ARUK demand repayment of the Grant or any part of it; or b) ARUK may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Recipient under the Agreement.
- 10.3 For the avoidance of doubt, this Agreement and the award of the Grant does not constitute a contract for services. Nothing in this Agreement is intended to create a VAT taxable supply and it is the understanding of ARUK and the Recipient that the payments of the Grant in support of the Project are outside the scope of VAT. VAT shall, for the purpose of this clause, mean Value Added Tax.
- 10.4 The Grant is fully inclusive of any and all taxes that may be payable in connection with the award, receipt or use of the Grant. The Recipient will deduct any such taxes out of the Grant and in no circumstances shall ARUK be required to pay any additional sums in respect of any such taxes. In the event that ARUK is required by the laws or regulations of any applicable jurisdiction to deduct any withholding tax or similar taxes from the Grant, ARUK shall deduct and account for such taxes before paying the remainder of the Grant to the Recipient and shall notify the Recipient in writing of all such sums properly deducted.
- 10.5 The provisions of this clause 10 shall survive the expiry or termination of this Agreement, howsoever arising.
- 11. LIMITATION OF LIABILITY AND INDEMNITY**
- 11.1 Nothing in this Agreement shall exclude or restrict the liability of either party to the other for death or personal injury resulting from negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.
- 11.2 ARUK accepts no liability for any consequences, whether direct or indirect, that may arise in relation to this Agreement, the use of the Grant or from withdrawal of the Grant. The Recipient hereby indemnifies ARUK against any claims for compensation or against any other claims (whether under any statute or regulation n or at common law) for which the Recipient or any other person working on the Grant (including students, visiting fellows and subcontractors) may be liable as an employer or otherwise or for which any such person may be liable.
- 11.3 The Recipient shall be responsible for all claims, costs, expenses, losses and liabilities howsoever arising in connection with this Agreement and the receipt and use of the Grant and the Recipient shall indemnify ARUK, its employees, agents, officers or sub-contractors with

respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient (including its staff and sub-contractors) in relation to the Project, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.

11.4 Subject to clause 11.1, ARUK's liability under this Agreement is limited to the amount of the Grant paid prior to the incurrence of such liability.

11.5 The provisions of this clause 11 shall survive the expiry or termination of this Agreement, howsoever arising.

## **12. WARRANTIES**

12.1 The Recipient warrants, undertakes and agrees that:

- (a) it has all necessary resources and expertise to deliver the Project;
- (b) the delivery of the Project does not and will not infringe any third party's rights, including any third party's Intellectual Property Rights;
- (c) neither it nor the Recipient's staff, students, visiting fellows, employees or subcontractors (if any) have committed, nor shall commit, any act which may be deemed to be in breach of the Bribery Act;
- (d) it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations in force in England and Wales and any other territory in which the Project takes place or to which the Project relates;
- (e) appropriate safeguarding considerations and checks have been conducted in relation to the Project in accordance with clause 3.3 of this Agreement.
- (f) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (g) all financial and other information concerning the Recipient which has been disclosed to ARUK is to the best of its knowledge and belief, true and accurate; and
- (h) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from applying for and/or receiving the Grant applied for and/or in meeting its obligations in connection with the Grant.

## **13. INSURANCE**

13.1 The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Agreement, including but not limited to death or personal injury, loss of or damage to equipment or any other loss.

13.2 The Recipient shall (on request) supply to ARUK a copy of such insurance policies and evidence that the relevant premiums have been paid.

## **14. DURATION**

14.1 The Agreement shall come into force on the Commencement Date and, unless terminated earlier under clause 15, shall continue in full force and effect until the expiry of the Grant Period.

## **15. TERMINATION**

15.1 Without prejudice to any other rights or remedies which ARUK may have, ARUK may terminate this Agreement without liability to the Recipient immediately on giving written notice to the Recipient:

- 16.1.1 if the Recipient uses the Grant or any part of it other than for the Project; or
  - 16.1.2 [in the event that the Recipient is unable or is prevented from progressing or completing the Project due to illness or injury, for a period of longer than that agreed between ARUK and the Recipient under clause 3.8 of this Agreement]; or
  - 16.1.3 if for any reason, the Recipient suspends or ends the Project or the Project ceases.
- 16.2 In any circumstances where ARUK has the right to suspend the Project it may instead, by serving written notice on the Recipient, terminate this Agreement with immediate effect.
- 16.3 Termination of this Agreement, however it arises, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination.

**16. ASSIGNMENT**

The Recipient may not, without the prior written consent of ARUK, assign, transfer, sub-contract, charge, create a trust in, or deal in any other manner with all or any of its rights or obligations under this Agreement

**17. WAIVER**

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

**18. NOTICES**

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

**19. DISPUTE RESOLUTION**

- 19.1 In the event of any complaint or dispute (which does not relate to ARUK's right to withhold funds or terminate) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to Katy Stubbs, Communications Officer, or any other individual nominated by ARUK from time to time.
- 19.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred as set out in clause 19.1, either party may refer the matter to the Head of Communications of ARUK and the Chief Executive, or equivalent of the Recipient with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by ARUK and the Recipient.
- 19.3 In the absence of agreement under clause 19.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

**20. NO PARTNERSHIP OR AGENCY**

This Agreement shall not create any partnership or joint venture between ARUK and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

## 21. FORCE MAJEURE

Neither party shall be in breach of this Agreement if it is prevented from or delayed in carrying on its business by acts, events, omissions or accidents beyond its reasonable control (save that the Recipient shall be liable for, and shall not be excused on-performance of this Agreement due to, any breach by any subcontractors).

## 22. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

## 23. ENTIRE AGREEMENT

23.1 This Agreement embodies and sets forth the entire agreement and understanding of the parties and supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matter of this Agreement. Neither party shall be entitled to rely on any agreement, understanding or arrangement which is not expressly set forth in this Agreement.

23.2 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

23.3 The Recipient must inform ARUK without delay of any change to the status of the Recipient which might affect its ability to comply with the terms of the Agreement and/or of any significant divergence from the original aims and directions of the Project.

## 24. GOVERNING LAW

24.1 This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

## 25. INTERPRETATION & DEFINITIONS

In this Agreement:

- i) Any headings in this Agreement shall not affect the interpretation of this Agreement.
- ii) A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- iii) References to "including" and "include(s)" shall be deemed to mean respectively "including without limitation" and "include(s) without limitation".
- iv) In the event, and to the extent only, of any conflict between this Agreement and the Schedule and/or the Annexures, the terms of this Agreement will take precedence.
- v) Capitalised terms used in clause 9 (Data Protection) and not otherwise defined in this Agreement shall bear the meaning given to them in the Data Protection Legislation

In this Agreement the following terms shall have the following meanings:

**Bribery Act:** the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

**Commencement Date, Grant, Grant Period, Payment Dates and Project:** shall have the meanings attributed to them in the Schedule.

**Data Protection Legislation:** all applicable data protection legislation and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679) ("GDPR"); the Data Protection Act 2018; the Privacy and Electronic Communications



Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426); any other directly applicable European Union regulation relating to privacy; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data and the privacy of electronic communications.

**Evaluation Report** means the Evaluation Report [in the template format specified in Annex 2.]

**Intellectual Property Rights or IPR's:** all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale, however arising for their full term and any renewals, variations and extensions.

**[Interim Report** means the interim report(s) on the progress of the Project during the course of the Grant Period. Such reports to be submitted by the Recipient [no later than 10 working days] before any scheduled payment dates listed in the Schedule to this Agreement.]