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**Dated:**

- (1) HEALTH DATA RESEARCH UK
- (2) [NAME OF CO-ORDINATING RO]

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**Institute Agreement**

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Re: the relationship between Health Data Research UK and [NAME of CO-ORDINATING RO] in relation to the research and operation of the [NAME] Site

## TABLE OF CONTENTS

### TABLE OF CONTENTS

1	DEFINITIONS AND INTERPRETATION .....	1
2	STRATEGY AND OBJECTIVES .....	10
3	COMMENCEMENT OF AGREEMENT AND DURATION.....	14
4	FUNDING AND SUPPORT.....	14
5	ORGANISATIONAL STRUCTURE AND GOVERNANCE.....	25
6	UNIVERSITY OBLIGATIONS .....	32
7	INTELLECTUAL PROPERTY .....	34
9	CONFIDENTIALITY .....	37
10	PROVISION AND AVAILABILITY OF INFORMATION .....	38
11	DATA PROTECTION .....	39
12	WHOLE AGREEMENT .....	41
13	VARIATION AND WAIVER.....	41
14	COSTS.....	42
15	NO PARTNERSHIP .....	42
16	THIRD PARTY RIGHTS .....	42
17	GENERAL .....	42
18	DISPUTES .....	43
19	NOTICES .....	43
20	TERMINATION .....	44
21	LIMITATION OF LIABILITY.....	49
22	FREEDOM OF INFORMATION .....	50
23	AUDIT RIGHTS .....	51
24	GOVERNING LAW AND JURISDICTION.....	51
<b>Schedules</b>		
1	The Financial Plan .....	53
2	Duties and Responsibilities of the Site Director .....	54
3	Intellectual Property .....	56
	Part 1 .....	56
	HDR UK Brands .....	56
	Part 2.....	57
	HDR UK Brand and Communication Policy .....	57
	Part 3.....	57
	HDR UK Brand Templates .....	57
4	Leveraged Resources .....	58
<b>Appendices</b>		
1	Award Letter .....	59
2	HDR UK Ltd Terms and Conditions of Funding.....	60

between

- (1) **HEALTH DATA RESEARCH UK** a charitable company with company registration number 10887014 and whose registered office is at c/o Medical Research Council, Polaris house, North Star Avenue, Swindon, SN2 1FL ("**HDR UK Ltd**"); and
- (2) **[NAME OF Co-ordinating RO]** a body incorporated by Royal Charter, whose address is **[ADDRESS]** ("**the University**");

each a "**Party**" and together referred to as "**the Parties**".

**WHEREAS**

- (A) HDR UK Ltd is a charitable company limited by guarantee formed to establish and deliver the Institute which will bring together, under a single Institute Director’s vision, the breadth of interdisciplinary skills, expertise and national and international partnerships needed to accelerate progress in analysing complex and diverse health related data at an unprecedented depth and scale. Harnessing the power of the National Health Service and associated health and biomedical data in the UK, the Institute will develop and apply the cutting-edge data science approaches needed to address the most pressing health research challenges facing patients and the public. The research activities of the Institute will be undertaken, under the direction of the Institute Director, through a number of Substantive Sites led by Co-ordinating ROs (including the University) and Partnership Sites.
- (B) HDR UK Ltd and the University share common strategic objectives and wish to work in strategic partnership to support health and biomedical data science research. The University has successfully bid to host a Substantive Site.
- (C) The University will be responsible for the co-ordination and activities of the Site in accordance with the terms of this Agreement.
- (D) Institute ROs will work cohesively with the primary goal of delivering the Mission in support of impactful health and biomedical data science research. This will be underpinned by cooperative working within and between Institute ROs, commercial, international and charitable organisations that will provide mutual benefit to all parties, [for example through supporting the integration of external grant funding aligned with the Objects].
- (E) It is the intention of HDR UK Ltd that it will provide the primary operational funding and support to the University to support the Site as a world-class research centre for as long as the scientific quality, value for money, sustainability and strategic direction of the Site remain acceptable to HDR UK Ltd.
- (F) The University will help develop the Institute as an internationally recognised research institute in the field of health and biomedical data science research. The University further intends to provide initial funding in support of the Institute and will enable the Site Director to have further opportunity to gain financial or in-kind support from the University.
- (G) This Agreement shall regulate funding of the Site and the strategic relationship between HDR UK Ltd and the University in delivering the Mission.

Unless expressly stated otherwise, in consideration of the mutual obligations of the Parties hereunder IT IS HEREBY AGREED as follows:

**1. Definitions and Interpretation**

1.1 The definitions and rules of interpretation in this **clause 1** apply in this Agreement, including the recitals:-

<b>"Annual Assurance"</b>	means the annual assurance in the form prescribed by HDR UK Ltd from time to time, given by the University,
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	confirming compliance by the Site with the terms of this Agreement and the terms and conditions of funding referred to in <b>clause 4.18</b> ;
<b>"Associate Director"</b>	means a senior research leader of an Associate RO appointed as executive head of the Associate RO from time to time to support and be responsible to the Substantive Site Director, the Institute Director and the HDR UK Ltd Board in the delivery of the Institute's scientific strategy;
<b>"Associate RO"</b>	a Research Organisation excluding a Co-ordinating RO, involved in Institute research activities at a Substantive Site funded by HDR UK Ltd and designated as an Associate RO by HDR UK Ltd from time to time;
<b>"Award Letter"</b>	means the award letter in substantially the form set out in Appendix 1 under which HDR UK Ltd grants to the University the HDR UK Core Award for the First QQ Period;
<b>"Background IPR"</b>	means (i) Intellectual Property Rights used within the Site that are conceived, made or reduced to practice or to a tangible medium of expression prior to the relevant Project start date owned by a Site RO and which do not fall within the definition of Foreground IPR and (ii) Intellectual Property Rights used within the Site that are conceived, made or reduced to practice or to a tangible medium of expression on or after the relevant Project start date and are owned by a Site RO and which do not fall within the definition of Foreground IPR;
<b>"Materials"</b>	means any tangible materials including without limitation biological or chemical materials and any ancillary or associated data sets or databases;
<b>"Business Day"</b>	means a day (other than a Saturday or Sunday) when banks in London are open for business (ignoring 24-hour electronic banking);
<b>"Business Hours"</b>	means 09:00 to 17:00 on Business Days;
<b>"Co-ordinating RO"</b>	a Research Organisation with responsibility for co-ordinating a Substantive Site and designated as such by HDR UK Ltd from time to time, including the University;
<b>"Confidential Information"</b>	means all confidential information (whether of a technical, commercial or financial nature) whether marked as confidential or not, relating to a Funder, HDR UK Ltd, the University or any Research Organisation (including any information, facts, data, records or the like disclosed to a Party in connection with this Agreement) and which shall include the commercial terms of this Agreement;
<b>"Consortium Agreement"</b>	means an agreement between each of the Site ROs relating to the operation of the Site which is consistent with the terms of this Agreement and which, inter alia, obliges each Site RO to assume the obligations of and

	adhere to the requirements of a Site RO as set out in this Agreement or as otherwise determined by HDR UK Ltd from time to time;
<b>"Controller Personal Data"</b>	the Personal Data Processed by any Processor on behalf of any Controller, as agreed between them and set out in writing from time to time;
<b>"Data Protection Legislation"</b>	means, all applicable laws, decisions, codes of practice and guidance of a competent institution supervising or regulating data protection, the Processing of Personal Data and privacy of EU citizens, including the EU Directive 95/46/EC, the DPA and from 25 May 2018 the General Data Protection Regulation (EU) 2016/679, and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications) as amended or replaced from time to time;
<b>"DPA"</b>	means the Data Protection Act 1998 (including the principles thereunder) and any Codes of Practice or Guidance issued by the Information Commissioner (as each may be amended or varied from time to time);
<b>"Effective Date"</b>	means 00:00:01 on [DATE];
<b>"EIR"</b>	means the Environmental Information Regulations 2004 in England and Wales or the Environment Information (Scotland) Regulations 2004 in Scotland;
<b>"Financial Plan"</b>	means the financial plan set out in <b>Schedule 1</b> as amended or updated by HDR UK Ltd from time to time;
<b>"Financial Year"</b>	means a financial accounting period of 12 months ending on 31 March in each calendar year (or such other date as may be determined by HDR UK Ltd from time to time), with the exception of the first Financial Year which shall mean the period from the Effective Date to 31 March 2019;
<b>"First Five Year Period"</b>	means the five year Period from and including the Effective Date up to and including 31 March 2023;
<b>"First Five Year Review"</b>	means the five year review to be carried out in 2022/23 (or at such other time as HDR UK Ltd may at its sole discretion decide);
<b>"Five Year Period"</b>	means a funding period in respect of the Site, usually five yearly but for such period as shall be determined by HDR UK Ltd from time to time;
<b>"Five Year Plan"</b>	means each five year plan for the Institute adopted by HDR UK Ltd and notified to the University which shall include details of scientific plans and associated activities and a proposed budget profile of the Institute;
<b>"Five Year Review"</b>	means a periodic scientific review, usually five yearly but at such intervals as shall be determined by HDR

	<p>UK Ltd and in line with the expectations of the Funders from time to time to:</p> <ul style="list-style-type: none"> <li>(a) determine the extent (if any) to which the Site, grouping or body under review addresses a long-term strategic need for a director-led research institute;</li> <li>(b) determine the quality and importance of the science being carried out or provided by the Site, grouping or body under review;</li> <li>(c) determine the appropriate level and nature of resources (if any) to be provided by HDR UK Ltd to such Site, grouping or body under review, taking (a) and (b) into account; and</li> <li>(d) approve a forward-looking plan for the next Five Year Period,</li> </ul> <p>with such review in respect of the Site being carried out in accordance with the Institute Five Year Review Policy (as in force or amended from time to time in accordance with clause <b>4.36</b>);</p>
<b>"FOIA"</b>	means the Freedom of Information Act 2000 in England and Wales or the Freedom of Information (Scotland) Act 2002 in Scotland;
<b>"FOI Legislation"</b>	means the FOIA and the EIR (as applicable);
<b>"Foreground IPR"</b>	means Intellectual Property Rights to the extent created or generated in the course of research carried out by or on behalf of the University on Institute projects or other activities funded wholly or partly by HDR UK Ltd on and after the relevant Project start date;
<b>"Foreground Materials"</b>	means any Materials to the extent created or generated in the course of research carried out by or on behalf of the University on Institute projects or other activities funded wholly or partly by HDR UK Ltd on and after the relevant Project start date;
<b>"Funders"</b>	means the core funders of HDR UK Ltd which, at the date of this Agreement, are the Medical Research Council, the Engineering and Physical Sciences Research Council, the Economic and Social Research Council, the Department of Health and Social Care, Scottish Ministers acting through the Chief Scientist Office of the Scottish Government Health and Social Care Directorates, the Health and Social Care Research and Development Division (Welsh Government), Public Health Agency (Northern Ireland), the British Heart Foundation, and The Wellcome Trust. "Funders" shall also include such other funders in the future as HDR UK Ltd shall notify the University from time to time, and "Funder" means any one of them;

<b>"HDR UK Brand and Communication Policy"</b>	means the policy set by HDR UK Ltd regarding (a) the use of the HDR UK Brands and Funders' brands, names and logos and (b) communication with external audiences in the form attached at <b>Part 2 of Schedule 3</b> or as subsequently amended by HDR UK Ltd from time to time;
<b>"HDR UK Brands"</b>	means the registered and unregistered trademarks, names and logos to be used in the Institute listed in <b>Part 1 of Schedule 3</b> ;
<b>"HDR UK Brand Templates"</b>	means the branding templates set out in <b>Part 3 of Schedule 3</b> or as subsequently amended by HDR UK Ltd from time to time;
<b>"HDR UK Core Award"</b>	means all operational funding awarded by HDR UK Ltd to the University in respect of the Site whether pursuant to the Award Letter or a Subsequent Award Letter or any letter expressed to be supplemental to either the Award Letter or a Subsequent Award Letter, in each case as described in <b>clause 4.8</b> ;
<b>"HDR UK Ltd Board"</b>	means the board of trustees of HDR UK Ltd from time to time;
<b>"Institute"</b>	means the institute to be known as "Health Data Research UK" as carried on through HDR UK Ltd, the Substantive Sites and the Partnership Sites from time to time;
<b>"Institute Director"</b>	means the person appointed as the executive director of the Institute from time to time and "Institute Directorship" shall be construed accordingly and for the avoidance of doubt, this term shall not apply to any statutory director of HDR UK Ltd;
<b>"Institute External Funding Policy"</b>	means the policy set by HDR UK Ltd from time to time relating to the process for obtaining and using Institute related funding (excluding HDR UK Core Award) from external funding sources and organisations (including the Funders);
<b>"Institute Five Year Review Policy"</b>	means the Institute's generally applicable guidelines and policies determined by the HDR UK Ltd Board and in line with the expectations of the Funders from time to time regarding the process for and principles of the Five Year Review;
<b>"Institute IP Policy"</b>	means the policy set by HDR UK Ltd from time to time relating to the creation, protection and exploitation of Intellectual Property Rights in the Institute;
<b>"Institute Policies"</b>	means the policies set by HDR UK Ltd from time to time in relation to the operation of the Institute in accordance with <b>clauses 4.35 and 4.36</b> ;
<b>"Institute RO"</b>	means any Research Organisation engaged in Institute research activities and designated as an Institute RO by HDR UK Ltd from time to time;

<p><b>“Institute Senior Scientific Leadership Committee”</b></p>	<p>means the Institute’s senior scientific leadership committee established in accordance with <b>clause 5.42</b>;</p>
<p><b>“Institute Staff”</b></p>	<p>means:</p> <ul style="list-style-type: none"> <li>(i) any Principal Investigator, and any employee, contractor, student, visiting worker or consultant generating Intellectual Property Rights, or tangible Materials at the Site (excluding, for the avoidance of doubt, individuals to the extent they are using/accessing Site facilities or resources for non-Institute related activities); and/or</li> <li>(ii) any Principal Investigator, and any employee, contractor, student, visiting worker or consultant generating Intellectual Property Rights, or tangible Materials at any other location, whose salary or fee (as applicable) is funded wholly or partly by the HDR UK Core Award. Such an employee, contractor, student, visiting worker or consultant funded through the HDR UK Core Award who is not in the Site will be deemed to be one of the Institute Staff for the purpose of this Agreement at those times when they are working in their capacity as an Institute core funded individual;</li> </ul>
<p><b>“Intellectual Property Rights”</b></p>	<p>means patents and other rights in inventions, whether or not those inventions are patented or patentable; rights in Know How; design rights and other rights in designs; copyrights; database rights; registered and unregistered trademarks; and all other intellectual property rights, in each case whether registered or unregistered, and including applications for the grant of any such rights and rights of renewal in respect of any such rights; and all other forms of protection having similar or equivalent effect in any part of the world;</p>
<p><b>“Know How”</b></p>	<p>means all inventions, discoveries, improvements, processes, formulae, techniques, designs, specifications, drawings, technical information, data and collections and databases of data, recipes, methods, test reports, component lists, manuals, instructions, catalogues and information relating to customers and suppliers, in each case expressed in any tangible form, which have not been patented or registered as designs;</p>
<p><b>“Mission”</b></p>	<p>has the meaning given in <b>clause 2.1</b> (as amended in accordance with that clause from time to time);</p>
<p><b>“MRC”</b></p>	<p>means the Medical Research Council whose principal offices are at 2nd Floor, David Phillips Building, Polaris House, North Star Avenue, Swindon, Wiltshire, SN2 1FL, or any successor bodies of the Medical Research Council;</p>

<p><b>"Objects"</b></p>	<p>means HDR UK Ltd's charitable objects as set out in its articles of association which, at the date of this Agreement are: "to improve, protect, preserve and advance the health of the public particularly by:</p> <p>(a) the development and application of biomedical and health data research;</p> <p>(b) the development of the tools, technologies, skills and partnerships required to transform health informatics research and to enable the realisation of its benefits in practice;</p> <p>(c) the sharing of information; and</p> <p>the advancement of medical and health research, particularly by undertaking, promoting, disseminating and improving research into biomedical and health informatics";</p>
<p><b>"Partnership Site"</b></p>	<p>means scientific research activities of the Institute, undertaken by a Research Organisation in collaboration with HDR UK Ltd and/or a Substantive Site and designated as a "Partnership Site" by HDR UK Ltd from time to time;</p>
<p><b>"Premises"</b></p>	<p>means [DETAILS] or such other premises as the Parties shall agree from time to time as the main location(s) of the Site;</p>
<p><b>"Principal Investigator"</b></p>	<p>means a senior academic employed or engaged by the University who is designated or has applied or been appointed (either alone or jointly) to lead a particular Institute project which may be the subject of a grant or funding from HDR UK Ltd or another third-party funding body;</p>
<p><b>"Project"</b></p>	<p>Institute ROs' work, funded by an award from HDR UK Ltd or leveraged funding directly associated with an award from HDR UK Ltd;</p>
<p><b>"Research Organisation"</b></p>	<p>means an [internationally leading] health and biomedical data science research active organisation (including without limitation a university or an independent research organisation);</p>
<p><b>"Site"</b></p>	<p>means the scientific research and support activities of the Institute undertaken by the [<b>name of University Party</b>] and the other Site ROs and collectively designated as a "Substantive Site" by HDR UK Ltd;</p>
<p><b>"Site Associate Director"</b></p>	<p>means the person appointed as Associate Director at a Site RO from time to time in accordance with this Agreement;</p>
<p><b>"Site Director"</b></p>	<p>means the person appointed as executive director of the Site from time to time in accordance with this Agreement;</p>

<b>"Site Employees"</b>	means those employees of the University and each Site RO engaged in or supporting Institute funded activities at the Site from time to time;
<b>"Site ROs"</b>	means each of the University, <b>[name of ROs engaged in the Site along with the University]</b> and such other Research Organisations as may be approved and designated as a Site RO by HDR UK Ltd from time to time;
<b>"Site RO Foreground IPR"</b>	means Intellectual Property Rights created or generated in the course of research carried out by or on behalf of Site ROs other than the University on Institute projects or other activities funded wholly or partly by HDR UK Ltd on and after the relevant Project start date;
<b>"Site RO Foreground Materials"</b>	means any Materials created or generated in the course of research carried out by or on behalf of Site ROs other than the University on Institute projects or other activities funded wholly or partly by HDR UK Ltd on and after the relevant Project start date;
<b>"Site RO Technology"</b>	means Site RO Foreground IPR and Site RO Foreground Materials;
<b>"Site Staff"</b>	means all Site Employees, Principal Investigators, contractors, students, visiting workers or consultants of a Site RO employed or engaged in or supporting Institute funded activities at the Site from time to time;
<b>"Statutes and Ordinances"</b>	means the statutes and ordinances of the <b>[University]</b> ;
<b>"Subsequent Award Letter"</b>	means an award letter issued by HDR UK Ltd to the University under which HDR UK Ltd grants to the University further core funding for an additional five (5) year period;
<b>"Subsequent Five Year Period"</b>	means any Five Year Period following the First Five Year Period;
<b>"Subsequent Five Year Review"</b>	means any Five Year Review carried out after the First Five Year Review, such Five Year Reviews usually to be undertaken at five yearly intervals (but at such intervals as HDR UK Ltd may at its sole discretion determine);
<b>"Institute Agreement"</b>	means the institute agreement entered into between HDR UK Ltd and each Co-ordinating RO regarding the funding and operation of the respective Substantive Site;
<b>"Substantive Site"</b>	means a site of major HDR UK Ltd funded scientific research activity of the Institute, led by a Co-ordinating RO and designated as a "Substantive Site" by HDR UK Ltd from time to time, including the Site;
<b>"Substantive Site Director"</b>	means a senior research leader appointed as executive head of a Substantive Site from time to time in accordance with a Substantive Site Institute

	Agreement (one of which is the Site Director) to support and be responsible to the Institute Director and the HDR UK Ltd Board in the delivery of the Institute’s scientific strategy;
<b>“Term”</b>	means the term of this Agreement as described in <b>clause 3</b> ;
<b>“Terms and Conditions of Funding”</b>	means the terms and conditions of the HDR UK Core Award, comprising: <ul style="list-style-type: none"> <li>(a) the terms of this Agreement,</li> <li>(b) the Award Letter or any Subsequent Award Letter; and</li> <li>(c) HDR UK Ltd’s terms and conditions of core funding in force from time to time, the form of which as at the date of this Agreement is set out at Appendix 2;</li> </ul>
<b>“Third Party IP”</b>	means Intellectual Property Rights to the extent that they are not owned by Site ROs;
<b>“USS”</b>	means the Universities Superannuation Scheme, established by trust deed in December 1974 and which commenced from 1 April 1975, and which is registered under Chapter 2 of Part 4 of the Finance Act 2004; and
<b>[“Vice Provost”]</b>	means the person appointed to the position of the Vice Provost [ <b>tailor for each University</b> ].

- 1.2 Reference to clauses, sub-clauses, Schedules and Appendices are (unless otherwise stated) references to clauses and sub-clauses of and the Schedules and Appendices to this Agreement.
- 1.3 References to statutes, rules, regulations and delegated legislation and to sections, paragraphs or schedules thereof or thereto shall include any statute, rule, regulation or delegated legislation modifying, re-enacting, codifying or extending or made pursuant to the same or which is modified, re-enacted, codified or extended by the same in force from time to time.
- 1.4 Words denoting the singular shall also denote the plural and vice versa and words denoting the masculine shall also denote the feminine and vice versa.
- 1.5 The table of contents and clause headings are for ease of reference only and shall not affect the interpretation of this Agreement.
- 1.6 References to **“group”**, **“subsidiary”**, **“subsidiary undertaking”**, **“financial year”** and **“director”** shall have the meaning respectively ascribed to such terms in the Companies Act 2006 as at the date of this Agreement, it being acknowledged that the “Institute Director”, “Site Director” and “Site Associate Director” is not a Companies Act 2006 statutory director of either the University or HDR UK Ltd.
- 1.7 References to a person includes individuals, bodies corporate, unincorporated associations, partnerships, joint ventures, trusts, governmental departments or agencies and references to any of the same shall expressly include all of the others.

- 1.8 References to any English legal term, including without limitation, for any action, remedy, method or manner of judicial proceeding or action, legal document or status, court, official, judge or any legal concept shall in respect of any jurisdiction other than England be deemed to include that most nearly approximate in that jurisdiction to the English term.
- 1.9 The so called "ejusdem generis" rule of construction shall not apply to this Agreement and, on this basis, the meaning of general words shall not be restricted by any particular or specific examples preceding or following such general words.
- 1.10 Where the word "**include(s)**" or "**including**" or "**in particular**" are used in this Agreement, they are deemed to have the words "without limitation" following them.
- 1.11 Where the context permits, "**other**" and "**otherwise**" are illustrative and shall not limit the sense of the words preceding words preceding them.
- 1.12 "**Written**" or "**in writing**" means any communication effected by post or e-mail.
- 1.13 Any obligation in this Agreement on a Party or the Parties not to do something includes an obligation not to agree or allow that thing to be done.
- 1.14 A reference to a document is a reference to the document whether in paper or electronic form.
- 1.15 Where the title of an officer, member of staff, department, board or committee of a Party is referred to in this Agreement but is subsequently amended by that Party or the role is subsequently extinguished, any references in this Agreement to such title or role shall instead be construed as a reference to the revised title or, in the case of the role being extinguished, to such successor as the relevant Party shall notify the other in writing.
- 1.16 The Parties agree that the Institute is not a natural or legal Person. Without prejudice to the generality of the foregoing the Parties agree that the Institute is not an unincorporated association or similar. Nothing in this Agreement creates any right for the Institute, or any obligation on the Institute. A Party shall:
- 1.16.1 ensure that in entering into any contractual or similar relationship in relation to the Institute, it makes it clear that it is the contracting party (and not the Institute);
  - 1.16.2 ensure that in submitting any grant applications (or similar) it makes it clear that it is the bidding and contracting party (and not the Institute); and
  - 1.16.3 comply with the terms of the HDR UK Brand and Communication Policy and any HDR UK Brand Templates in any communication.

## 2. **Strategy and Objectives**

### **Operational Vision**

- 2.1 The mission of the Institute is to provide the capacity and tools to accelerate the pace and scale of health and biomedical data science to improve health and care for patients and the public, and grow capability and economic opportunity in the UK. It will provide national co-ordination of relevant data science infrastructures and develop the skills, capacity, methods and analytical tools to address research challenges that require integration across biological, clinical, environmental and social data. Through harnessing the power of the National Health Service and associated health and biomedical data in the UK, the Institute will develop and apply the cutting-edge data science approaches needed to address the most pressing health research challenges facing patients and the public (the "Mission"). The Mission may be amended by HDR UK Ltd and any such changes shall be promptly notified to the University in writing.
- 2.2 Substantive Sites may comprise one or more research locations hosted by a number of Research Organisations. The Site (**[Name of site]**) is a Substantive Site and its activities

will be led by the University as Co-ordinating RO. The University is responsible and accountable for the fulfilment of the relevant terms of this Agreement by both it and each of the other Site ROs and will enter into an agreement with each Site RO, the terms of which must:-

- 2.2.1 be consistent with this Agreement; and
  - 2.2.2 require each Site RO to adhere to the relevant terms of this Agreement.
- 2.3 The Institute Director is empowered by HDR UK Ltd, and in consultation with the HDR UK Ltd Board, to direct the Institute research programmes across all Substantive Sites and Partnership Sites, set the research strategy for the Institute, and manage the Institute budget. Substantive Site Directors will, individually and through their membership on the Institute Senior Scientific Leadership Committee, support the Institute Director in fulfilling these functions. Associate Directors will manage their respective Associate RO research activities and budgets at the direction of the Substantive Site Director and in consultation with the Institute Director.
- 2.4 The University acknowledges that, while the HDR UK Core Award is in place, and the University leads the Site, it is the intention of the Parties that the Site will:-
- 2.4.1 collaborate with other Substantive Sites and Partnership Sites and be operated in such a way that, along with HDR UK Ltd, the other Substantive Sites and Partnership Sites, the Institute operates as if a single entity and collectively:
    - 2.4.1.1 constitutes a tightly woven critical mass of principal investigators, researchers, support staff and infrastructure with a cohesive range of broadly based research programmes fully aligned with the Mission and scientific strategy;
    - 2.4.1.2 operates under the scientific direction of the Institute Director; and
    - 2.4.1.3 reports to HDR UK Ltd, at least annually, and be subject to Five Year Reviews through HDR UK Ltd's peer review mechanisms;
  - 2.4.2 show flexibility in moving resources to meet developing needs as research progresses;
  - 2.4.3 be able to support higher-risk or longer-term science and to nurture the development of new approaches, teams and early careers;
  - 2.4.4 pursue the areas of science supported at the Five Year Review and to develop new areas of science which are commensurate with the Institute's remit and scientific/human health needs;
  - 2.4.5 promote an interdisciplinary approach to problems and to encourage both national and international collaboration;
  - 2.4.6 seek to attract further investment from UK or international funders;
  - 2.4.7 ensure the timely transfer of technology and knowledge; and
  - 2.4.8 provide advice on work within the Institute's remit and disseminate this knowledge to the scientific/clinical community and to external audiences including the public, as appropriate.
- 2.5 It is the Parties intention that the activities of the Institute will serve UK scientific and public health needs as its first priority and the University acknowledges that without prejudice to the general principle of academic freedom, in relation to the Site, neither it's nor any Site RO's own research strategy will take precedence over that of the Institute.

## **The relationship between HDR UK Ltd and the Co-Ordinating ROs**

- 2.6 The Institute's research programme overall is expected to be of an internationally competitive standard and to be the leading-edge in terms of scientific and ethical conduct and policies promoting openness, integrity and reproducibility of research. It is the responsibility of the Institute Director to maintain overall standards, which will be assessed periodically in line with the Five Year Review process, with the Site Director, supported by Site Associate Directors, managing standards at the Site in accordance with this Agreement. HDR UK Ltd (taking into account the recommendations of the Institute Director and having consulted with the Substantive Site Directors as appropriate) will have the flexibility to review and where reasonably practicable shift resource within its research programmes, and across the Institute, as necessary.
- 2.7 HDR UK Ltd expects each Site RO to reinvest into Institute activities an appropriate proportion of any funding or income received by virtue of the Site RO being part of the Institute and receiving core funding. Such contributions will be taken into account when evaluating the 'added-value' brought by the Site RO to the Institute as part of the Five Year Review.
- 2.8 The Parties each agree that they shall contribute to the direction and core funding of the Site. HDR UK Ltd will receive core funding from the Funders. To the extent HDR UK Ltd funding is received from third parties (including the Funders, through separate funding streams), such funding will be applied by HDR UK Ltd in accordance with the conditions of the third-party awards. HDR UK Ltd will only use its funding for purposes in accordance with the Objects. The Parties agree that funding provided by a Party in respect of the Site shall be used for the purposes which are consistent with the Objects and in pursuance of the Mission.
- 2.9
- 2.9.1 Site Staff may seek and are entitled to secure, on behalf of the Site, funding from third parties as may be available and secured from time to time subject always to the requirements of the Institute External Funding Policy and the relevant Site RO's then current applicable internal policies, conditions and requirements for funding from third party sources. The Site Director shall promptly inform the Institute Director of any such applications or proposed applications. Where the Institute Director considers the third-party funding arrangements are likely to affect the Institute as a whole, and/or considers it to be in the best interests of the Institute to do so, it is expected that HDR UK Ltd (or its nominated entity) negotiate and enter into such funding arrangements with external organisations in consultation with the University.
- 2.9.2 The outputs of any such funded research (to the extent secured by the University or any other Site RO in connection with the Institute or as a result of an application for funding submitted in the name of the Institute or HDR UK Ltd) shall be undertaken, protected and/or utilised in accordance with the principles set out in and the spirit of this Agreement but subject always to the terms of such third party funder.
- 2.9.3 Where external funding is applied for by the University or any other Site RO on behalf of the Site, such funding will be administered according to the relevant Site RO's standard practices as regards to overheads for external grants. However, the University will, and will procure that each Site RO (as applicable), avoid making any request for overhead recoveries in respect of costs that are already covered by the HDR UK Core Award.
- 2.10 In dealings with HDR UK Ltd, the University will, and will procure that each other Site RO will, so far as it is legally able to do so:-
- 2.10.1 support the Objects and the Mission in the long term;
- 2.10.2 act in good faith in its negotiations with HDR UK Ltd regarding the Institute;

- 2.10.3 share risks in relation to the operation of the Institute, it being acknowledged that the Site ROs will not assume any risk or liability in respect of any other Institute RO's failure to honour its obligations to HDR UK Ltd pursuant to a Site Agreement or otherwise; and
- 2.10.4 co-operate in an open and flexible way towards the delivery of the Institute's Mission.

HDR UK Ltd's relationship with the University will be founded on creating added-value and new opportunities for science and value for money. This could include promoting synergies between respective investments, aligning strategies, access to infrastructure and facilities, and research capacity particularly with regard to new recruitment and career development opportunities, subject always to the terms of this Agreement. The added value created or contributed by a Site RO over a QQ Period in relation to the Institute will be evaluated at the Five Year Review.

- 2.11 The University will, and will procure that each of the other Site ROs will, work together with HDR UK Ltd and each other to ensure long-term planning, effective change management and sustainability for the Institute, including any changes in senior leadership in the Site.
- 2.12 All Site Staff will be expected to operate to the highest standards of conduct, consistent with public service standards, demonstrating: selflessness, integrity, objectivity, accountability, openness, honesty and leadership.
- 2.13 The University will procure the adherence to the principles outlined in **clauses 2.6 to 2.12** by each other Site RO, the Site Director and each Site Associate Director.
- 2.14 Each Party shall:-
  - 2.14.1 at all times act in good faith towards the other in respect of the subject matter of this Agreement; and
  - 2.14.2 use reasonable endeavours to do all things necessary and desirable to give effect to the spirit and intent of this Agreement (such as ensuring the Institute can operate as a single entity under the direction of the Institute Director, within a framework of open innovation and collaboration for the public good, and acting always to secure and build public trust in the Institute's activities and not bring the Institute into disrepute),

PROVIDED ALWAYS that, subject to any other provision of this Agreement, it is expressly acknowledged by the Parties that, although the foregoing provisions of this **clause 2** set out the general intent of the Parties regarding the strategy, objectives and governance of the Site, these may require change in the future and the Parties agree that before any such proposed change is implemented, the University and HDR UK Ltd shall, in good faith, meet to discuss and, where possible, agree the scope, extent and form of changes necessary to protect and maintain both the long-term existence of the Site and its ability to deliver the science necessary to continue to carry out the Mission. If no such mutual agreement is reached within a three month period (or such longer period as the Parties may agree in writing) following the date of the first meeting to discuss the proposed changes the University (or the relevant Site RO as applicable) shall be entitled to implement and effect such change as is, in the reasonable opinion of the University, necessary to secure the financial sustainability and long-term existence of the Site while, so far as is reasonably practicable, taking account of (but not necessarily implementing) the proposals and views expressed by HDR UK Ltd, without the agreement of HDR UK Ltd provided that nothing in this clause shall permit the University to remove the Site Director other than in accordance with **clause 5.29**.

- 2.15 The University shall use all reasonable endeavours to operate the Site in accordance with the Financial Plan.

### **Substantive Sites**

- 2.16 Substantive Sites will undertake HDR UK Ltd funded research in pursuit of the Mission.
- 2.17 Research in Substantive Sites will be founded on long term programmes (usually 5-year, with options to renew) each led by a Substantive Site Director who will operate under the direction of the Institute Director.
- 2.18 The Board will (in consultation with the Institute Director and the Institute's independent scientific advisers) determine which funded programmes should be within the Institute, as advised by a review model agreed with the Funders.
- 2.19 The Institute Director and Substantive Site Directors will spend sufficient time on Institute research such that the Institute Director and HDR UK Ltd Board are fully satisfied that the relevant Institute objectives are being delivered. This will be judged through annual reporting and periodic reviews of the quality and outputs of the research programmes.
- 2.20 If, after the Effective Date, the University wishes to introduce another RO into the Site, based upon its view that this will enhance the Institute activity associated with the Site, it may only do so:-
- 2.20.1 with the prior written approval of HDR UK Ltd (such approval not to be unreasonably withheld or delayed); and
- 2.20.2 once the proposed institution accedes to the terms of the Consortium Agreement.

The University will promptly notify the Institute Director and the HDR UK Ltd Board of the proposed institution, discuss in good faith with the Institute Director the role of the proposed institution in the Site and the benefits it may bring to the Institute and will provide such other information as the Institute Director and/or the HDR UK Ltd Board may request in relation to the proposed institution and the Site. If HDR UK Ltd approves the addition of the proposed institution to the Site, it shall provide written confirmation to the University designating the proposed institution as an Associate RO within the Site and from the date of the written notification (or such other date as may be specified in the written notification), the proposed institution shall be deemed an Associate RO of the Institute and a Site RO for the purposes of this Agreement.

### 3. **Commencement of Agreement and Duration**

This Agreement shall become effective on the Effective Date notwithstanding the date or dates of signing of this Agreement and shall terminate in accordance with its terms, including the provisions of **clause 20**.

### 4. **Funding and Support**

- 4.1 The Parties acknowledge and agree that no funding award or contribution shall be made by HDR UK Ltd to the University in respect of the Site (including in pursuance of the First Five Year Review and/or any Subsequent Five Year Review) unless the Site is, to the reasonable satisfaction of HDR UK Ltd, furthering the Objects and satisfying the Mission and the strategic objectives of the Institute in **clause 2.4** and as articulated in the then current Five Year Plan. If at any time during the period of this Agreement either of HDR UK Ltd or the Institute Director is of the view that the Site is not, or may not be, furthering the Objects or satisfying the Mission or the strategic objectives of the Institute in **clause 2.4** or as articulated in the then current Five Year Plan, then the Institute Director shall promptly notify the Site Director and endeavour to discuss and agree with the Site Director what action should be taken by the University and/or the Site Director to resolve such concerns and shall promptly notify the University in writing of the required actions. If, within 3 months of the aforesaid notification, the Institute Director and/or HDR UK Ltd remains of the view that the Site is not, or may not be, furthering the Objects or satisfying the Mission or the strategic objectives of the Institute in **clause 2.4** or as articulated in the then current Five Year Plan, then HDR UK Ltd shall notify the [Registrar] of the University promptly and in writing such notification to include reasonably full details of the reasons for such view and, so far as reasonably necessary, to be accompanied by any supporting

documentation and evidence which may be available to HDR UK Ltd. Following such notification, the Chairperson of the HDR UK Ltd Board and the [Registrar] of the University shall, in good faith, meet to discuss HDR UK Ltd's concerns and, where possible, agree what action should be taken by the University to resolve such concerns.

- 4.2 HDR UK Ltd will have the ability to close HDR UK Ltd core funded programmes within the Site following Five Year Reviews. If a programme funded by the HDR UK Core Award fails at Five Year Review in terms of its quality and/or strategic need, HDR UK Ltd will not support it through the HDR UK Core Award and expects that the programme will not continue as part of the Site. Any related closure costs shall, subject to the terms of this Agreement, be met from the HDR UK Core Award and HDR UK Ltd reserves the right to reissue the relevant award letter and/or amend the level of the HDR UK Core Award in the event of any such closure. . Between Five Year Reviews, if HDR UK Ltd and/or the Institute Director reasonably believes that the performance of an Institute programme within the Site is unsatisfactory and/or may be better conducted with/at another Substantive Site or Partnership Site, the Institute Director will promptly notify the Site Director and endeavour to discuss the future of the programme in the Site and the associated funding of the programme with the University. Following such discussion and having given the University reasonable opportunity to make representations regarding the future of the programme and the associated funding of the programme, the Institute Director may require, subject to approval by HDR UK Ltd, by notice in writing to the University, the closure of the programme within the Site. Any related closure costs may, subject to the terms of this Agreement, be met from the HDR UK Core Award. HDR UK Ltd reserves the right to reissue the relevant award letter and/or amend the level of HDR UK Core Award in the event of any such closure providing that those closure costs properly incurred following re-issue of the relevant award letter and/or amendment of the HDR UK Core Award are still covered by the HDR UK Core Award (as amended). If, at any time during the Term, the Parties agree that rather than close the programme, the Site programme be moved to another Substantive Site or Partnership Site, either fully or in part, the Parties will negotiate in good faith with the relevant Co-ordinating RO or Institute RO as appropriate to, where reasonably practicable, secure such a move.
- 4.3 The Parties agree that the details of the Financial Plan as set out in **Schedule 1** reflect how they intend the activities of the Site to be funded for the period covered by the Financial Plan.
- 4.4 The University reserves the right to review and amend inter alia the structure and/or the financial management and operations of the Site from time to time with a view to (i) seeking to ensure the Site's financial sustainability and/or (ii) attaining cost savings in respect of the Site if, in the reasonable opinion of the University:-
- 4.4.1 the Site is failing or it is likely that the Site will fail to meet the estimations in the Financial Plan or otherwise in respect of any Financial Year (having regard to past performance and projected future performance of the Site) or if following the First Five Year Review (or any Subsequent Five Year Review) the University can show to HDR UK Ltd's reasonable satisfaction that the Site cannot be operated in a financially sustainable way within the relevant Site RO's structures within the funding awarded at the relevant Five Year Review; or
- 4.4.2 there is any significant or material adverse change in funding that is or may be made available other than by HDR UK Ltd to the Site from time to time; or
- 4.4.3 a significant funder of a Site RO requires a change in the management, financial, accounting or operational structure of the Site as a condition or a requirement of the provision of funding to the University; or
- 4.4.4 a Site RO wishes to make a change in the management, financial, accounting or operational structure which will have a direct impact upon the Site,

PROVIDED ALWAYS THAT before any such amendment is implemented, the University and HDR UK Ltd shall, in good faith, meet to discuss and, where possible, agree the scope, extent and form of changes necessary to protect and maintain the long-term existence of the Site and/or the ability of the University to deliver the science necessary to continue to

support the Mission. If no such mutual agreement is reached within one month (or such longer period as the Parties may agree in writing) following the date of the first meeting to discuss the proposed changes, the University shall be entitled to implement and effect (or allow the relevant Site RO to implement and effect) such proposed change as is, in the reasonable opinion of the University, necessary to secure the financial sustainability and long-term existence of the Site while, so far as is reasonably practicable, taking account of (but not necessarily implementing) the proposals and views expressed by HDR UK Ltd, without the agreement of HDR UK Ltd and provided that nothing in this clause shall permit the University to remove the Site Director other than in accordance with **clause 5.29**.

## **Funding Principles**

- 4.5 Each Party shall, and the University shall procure that each other Site RO shall (where applicable), abide by the following principles, in good faith, in relation to the funding for the Site:-
- 4.5.1 it shall maximise the proportion of funding available for front-line research and training within a sustainable model;
  - 4.5.2 each Site RO will provide to the Site Director and Institute Director in a timely manner comprehensive and accurate financial information and such other data (in both cases as then available to it and which can be produced from the relevant Site RO's financial systems as then configured) to enable the Institute Director and Site Director to:-
    - 4.5.2.1 effectively manage the Site and the Site's budgets under the direction of the Institute Director and HDR UK Ltd Board; and
    - 4.5.2.2 report to HDR UK Ltd, the Institute Director and the Funders for funding review purposes and to meet the obligations under **clause 6.5**;
  - 4.5.3 the Institute Director and/or the Site Director will have the opportunity to submit a bid to the University, in accordance with relevant policies and practices in place within the University, for additional funding to support the work of the Site, including to support the creation of established positions, on equal terms with other Heads of Department.
  - 4.5.4 the Site Director and each Site Associate Director will have access to core facilities operated through each Site RO on the same basis as other Site RO researchers (including in terms of charging and access) and in accordance with **clauses 4.23 and 4.24**.
- 4.6 Any funding provided by HDR UK Ltd pursuant to **clauses 4.8 or 4.12** shall be made over to the University in the first instance and the University shall, as soon as reasonably practicable following receipt of such funding, allocate in full such funding in its financial systems to the cost/accounting codes attributable to the Site, without deduction.
- 4.7 The University will contribute to the delivery of the Mission through the provision of additional 'leveraged resources' as outlined in **Schedule 4** (or as amended from time to time by agreement of the Parties), which will be made available to the Site Director. The University will ensure that such resources are made available and used, as required, to support the delivery of the Institute funded research, innovation and training. Such contributions will be taken into account when evaluating the 'added-value' brought by the Site RO to the Institute as part of any Five Year Review.

## **HDR UK Ltd funding obligations**

- 4.8 Subject always to HDR UK Ltd being in funds to do so, and subject always to **clause 4.20.**, HDR UK Ltd shall, from the Effective Date and for the First Five Year Period, provide financial support to the University in relation to the Site as detailed in and which shall be payable in accordance with the terms of the Award Letter and (if applicable) the Financial

Plan. Thereafter, HDR UK Ltd shall, following a Five Year Review, decide whether to provide further financial support to the Site. If HDR UK Ltd decides to provide such further financial support it shall be such amount as HDR UK Ltd deems (in consultation with the University, Institute Director and the Funders) appropriate to assist the Site to achieve its research strategies and the decision to provide such financial support. The amount of such support, having taken into account the outcome of the Five Year Review, shall be confirmed by the issue of a Subsequent Award Letter and shall be payable by HDR UK Ltd subject always to HDR UK Ltd being in funds, and subject always to **clause 4.20**. For the purposes of determining charity quality related funding (or future equivalent) and aid in its recovery, the HDR UK Core Award will be made up in proportion to each Funders' contributions to HDR UK Ltd which will be detailed in the Award Letter (or Subsequent Award Letter) (unless otherwise stated).

- 4.9 The Institute Director has discretion to allocate any of his Institute Director budget to a Substantive Site as additional HDR UK Ltd funding, for such Substantive Site purposes and for such periods as the Institute Director shall, with the agreement of the HDR UK Ltd Board, determine. For the purposes of this Agreement, such allocation shall be deemed to comprise HDR UK Core Award unless otherwise stated and, if HDR UK Core Award, shall be evidenced by the issue of a supplemental Award Letter/Subsequent Award Letter to the University.
- 4.10 The HDR UK Core Award shall cover the full costs of delivering the core institute research programmes, but will not be provided on a full economic cost basis as per RCUK grant methodology. The award will cover the direct research costs, as well as directly incurred overhead costs. The University will be responsible for the overall management of the HDR UK Core Award. To aid transparency and attribution of leveraged and other costs, the University will, and will procure that each of the other Site RO's will, establish a separately identifiable cost centre for Institute activity.
- 4.11 HDR UK Ltd will fund the Site Director's and other senior scientific Site staff's remuneration (including salary and the cost of benefits) up to an annual cap (per individual) that is equivalent to the salary of a clinical academic with a top rated clinical excellence award on an NHS Platinum CEA 11PA contract (at the date of this Agreement £191,159). Any remuneration payable by a Site RO to such staff above the cap will not be funded by HDR UK Ltd and will be met by the relevant Site RO and be subject to ratification by the Site RO's Remuneration Committee or equivalent and in accordance with the relevant Site RO's policies and procedures from time to time in force.
- 4.12 Capital funding may be requested by the University from HDR UK Ltd or the Funders in relation to the Site, where allowed. Until 31 March 2023, and thereafter as determined by HDR UK Ltd or the Funders (as applicable), the University (or relevant Site RO as applicable) shall be required to provide significant in kind and leveraged financial support to the Site aligned to the request, or otherwise provide match funding at a minimum of 50% of the HDR UK Ltd/Funder contribution to capital funding (as applicable).
- 4.13 Principal Investigators based at the Site shall at any time during the Term and in accordance with **clause 2.9**, be entitled to make applications directly to any of the Funders to receive grant funding in relation to Site activities, as well as third party funding organisations. Such grant funding will be made on such terms as may be stipulated by the relevant funder.
- 4.14 Where fundraising for Institute activities is envisaged, a protocol will be developed jointly by the Co-ordinating ROs, the Funders and HDR UK Ltd to coordinate such fundraising and seeking to position fundraising by each such party distinctly. Any such protocol shall recognise the possibility of joint fundraising activities by any of the Funders, HDR UK Ltd or the Institute ROs.

### **Five Year Review**

- 4.15 HDR UK Ltd intends that the First Five Year Review is carried out in 2022 for renewal of funding from 1<sup>st</sup> April 2023 and shall procure the carrying out of each Subsequent Five Year Review at five year intervals thereafter (or at such other intervals as HDR UK Ltd shall

determine in its sole discretion) in respect of the Institute, in good faith and with the following guiding principles:-

- 4.15.1 the Five Year Review will be carried out by or on behalf of HDR UK Ltd pursuant to and in accordance with the relevant Institute Policies relating to such reviews;
- 4.15.2 any peer review of the Institute will follow the then current and universally applicable HDR UK Ltd procedure for reviewing Substantive Sites;
- 4.15.3 the University will be consulted on the composition of any visiting committee;
- 4.15.4 the University will be afforded the opportunity to participate in discussions about the Institute's strategic objectives, and its contribution to the University's strategic mission in health and biomedical data science research during the review;
- 4.15.5 HDR UK Ltd will discuss with the University the outcome of the review before decisions on funding are taken, so that the University's position can be taken into account;
- 4.15.6 the recommendation of the peer review committee will be advisory to the HDR UK Ltd Board;
- 4.15.7 the outcomes of such Five Year Review will inform HDR UK Ltd as to the extent to which funding (if any) will be provided by HDR UK Ltd to the University in respect of the Site and set expectations and/or specific targets for the next funding period as evidenced and recorded through the issue of a Subsequent Award Letter;
- 4.15.8 the outcomes of such Five Year Review will be shared with the Funders and members of HDR UK Ltd from time to time to inform their decisions regarding investment into HDR UK Ltd;
- 4.15.9 the formal outcome of the Five Year Review will be relayed to the University in writing; and
- 4.15.10 the other Substantive Sites, and Partnership Sites where appropriate, will also be subject to the Five Year Review process, and relevant outcomes from all components will be communicated to the University and all other Co-ordinating ROs.

#### **Establishment Review**

- 4.16 HDR UK Ltd may carry out (or procure the carrying out of) an establishment review within three years of the Effective Date to provide reassurance to it and the Funders that the establishment and development of the Institute is in line with their expectations and sustainable. It will also seek to evaluate initial progress towards delivering the Institute's longer term aims and objectives. The scope and conduct of the review shall be determined by HDR UK Ltd. The University will provide to HDR UK Ltd (or any of the Funders at HDR UK Ltd's direction) reasonable access to Site Staff and/or to information in a Site RO's possession or under its control relating to the Site's activities in the conduct of the establishment review which will be advisory to the HDR UK Ltd Board and the Funders. Such access shall be sought on reasonable notice and during business hours.

#### **Mid Term Scientific and Management Review**

- 4.17 HDR UK Ltd may carry out a mid-term scientific and management review within any Subsequent Five Year Period should any significant issues be identified as an outcome of any Five Year Review. Such a review will aim to evaluate progress against the Institute's aims and objectives and to ensure the Institute is positioned to deliver a sustainable core funding model at renewal. Subject to the above, the format and/or timing of such review shall be determined by HDR UK Ltd. The University will provide to HDR UK Ltd (or any of

the Funders at HDR UK Ltd's direction) reasonable access to Site Staff and/or to information in a Site RO's possession or under its control relating to the Site's activities in the conduct of the scientific and management review which will be advisory to the HDR UK Ltd Board and the Funders. Such access shall be sought on reasonable notice and during business hours.

#### **Terms and Conditions of HDR UK Ltd Funding**

4.18 Subject to the Parties agreeing otherwise, the HDR UK Core Award shall be provided subject to:-

4.18.1 the Terms and Conditions of Funding; and

4.18.2 continued compliance by the University and each of the other Site ROs with the provisions of **clauses 6.2** and **6.5** and all relevant legislation and the requirements of all appropriate regulatory bodies.

The University shall procure that each Site RO complies with the Terms and Conditions of Funding (as applicable to it) and with the provisions of **clauses 6.2** and **6.5** and all relevant legislation and the requirements of all appropriate regulatory bodies.

4.19 In the event of any inconsistency as between any element of the Terms and Conditions of Funding then in force, the conflict shall be resolved in accordance with the following order of precedence:

4.19.1 provisions of the main body of this Agreement;

4.19.2 HDR UK Ltd's terms and conditions of funding then in force; and

4.19.3 the terms of the Award Letter and/or any supplementary Award Letter and/or Subsequent Award Letter then in place.

4.20 Without prejudice to:-

4.20.1 HDR UK Ltd's rights to terminate this Agreement pursuant to **clause 20**; and

4.20.2 HDR UK Ltd's right to cease funding in whole or in part or to impose sanctions in the event of the University's or any other Site RO's breach of the Terms and Conditions of Funding;

HDR UK Ltd reserves the right to amend, reduce the value of, or terminate the HDR UK Core Award at any time in the event that there is a reduction, in whole or in part, in the resources available for the funding of the Institute. Minor reductions will be dealt with in accordance with the Terms and Conditions of Funding as referred to in **clause 4.19.2**. Any more substantial reduction will be made after giving reasonable notice, taking account of the scale of any proposed reduction and any structuring or other action which might have to be taken by the University or any other Site RO with regard to the Site as a result. If, in exercising this right, the reduction in the HDR UK Core Award, in the reasonable opinion of the University, materially and fundamentally limit(s) the ability of the Site to pursue the Mission, the University shall be entitled to terminate this Agreement on not less than twelve (12) months' written notice and the provisions of **clauses 20.8 to 20.11** shall apply in relation to such termination.

4.21 When considering (from time to time) making any change to the Terms and Conditions of Funding as referred to in **clause 4.19.2**, HDR UK Ltd shall consider the recommendations of the Institute Senior Scientific Leadership Committee and shall consult with the Co-ordinating ROs in good faith. In reaching any such decision HDR UK Ltd shall, to the extent reasonably practicable, take account of the views expressed by the University. Notwithstanding the foregoing, HDR UK Ltd shall be entitled to implement and effect such proposed change as is, in the reasonable opinion of HDR UK Ltd, necessary and appropriate provided however:-

- 4.21.1 such changes shall not (unless otherwise agreed by the University) be binding on the University unless the changes are part of a change to the standard terms applicable across all the Substantive Sites; and
- 4.21.2 the University shall be entitled to terminate this Agreement on not less than twelve (12) months written notice to HDR UK Ltd if the University reasonably considers that the changes:-
  - 4.21.2.1 have a material adverse impact on the ability of a Site RO to satisfy the Mission and/or the strategic objectives of the Institute in **clause 2.3** or as articulated in the then current Five Year Plan in relation to the Site; and/or
  - 4.21.2.2 give rise to additional and material financial liabilities (when compared with the position prior to adoption of the changes) for a Site RO to secure compliance with the revised Terms and Conditions of Funding in respect of the Site;

and the provisions of **clauses 20.8 to 20.11** shall apply in relation to such termination.

### **Services provided by the Site**

- 4.22 The University will, and will procure that the other Site RO's will, use all reasonable endeavours to provide a level of service commensurate with that provided to other research groups within the respective Site RO to ensure that the Site delivers its science successfully in accordance with the Objects and the Mission and achieves the objectives applicable to it as set out in **clause 2.4** and as articulated in the then current Five Year Plan. All Site RO services should be clearly linked to the activities at the Site and will be provided transparently. HDR UK Ltd will, through the HDR UK Core Award, make a contribution to the costs directly incurred by Site ROs in supporting the Site.
- 4.23 The University intends that:-
  - 4.23.1 administration services will either be provided locally to the Site or centrally within the relevant Site RO, as the University in its sole discretion shall decide from time to time, with the view to achieving efficiency and cost effectiveness;
  - 4.23.2 where the Site uses a Site RO's services (to include, without limitation, the services of the University's central administrative services), charges will only be made to the extent they are made to other Site RO departments. Such charges will only be for actual costs incurred by or on behalf of the Institute and will be invoiced to the Site. Such charges cannot be made for services that have already been supported through Institute funding to the University. The extent of charges, if any, for administrative services will be subject to review at each Five Year Review, taking account of the intention of both Parties to maximise the expenditure on research;
  - 4.23.3 representatives of the Site will meet as necessary with representatives of the relevant Site RO's service providers (including those referred to in **clause 4.23.2** above) which are raising charges to the Site to discuss and seek to agree the scope and level of service provision and ensure these services meet acceptable performance and costs levels from the Site's perspective; and
  - 4.23.4 where, in the University's reasonable opinion, services are unavailable from a Site RO or better value for money or a scientific benefit would be achieved by the Site by obtaining such services from external third parties, these services shall be sourced through the relevant Site RO's procurement team and in compliance with that Site RO's procurement processes.
- 4.24 The University:-

- 4.24.1 will, and will procure that the other Site RO's will, contribute to the delivery of the Mission, through the provision of wider and equitable access by Institute ROs and Institute funded scientists to relevant Site RO research related facilities and services, e.g. IT systems, technology platforms and library, as reasonably required to deliver Institute funded research, training and innovation and in accordance with the Award Letter and any Subsequent Award Letter;
- 4.24.2 may determine that the provision of wider access to facilities and services as aforesaid is subject to the relevant Site RO entering into agreements on reasonable terms with the Institute ROs/Institute funded scientists to govern these arrangements where reasonable and appropriate charges may be made in relation to the provision of these facilities and services on the same basis as that described in **clause 4.23.2**;
- 4.24.3 will, and will procure that the other Site RO's will, use reasonable endeavours to ensure that appropriately qualified personnel proactively support and facilitate the recruitment and engagement of Site Staff;
- 4.24.4 will, and will procure that the other Site RO's will (as appropriate), sponsor and provide appropriate insurance and/or ethical approvals for any Institute funded studies involving its employees, the costs of which will be chargeable to the HDR UK Core Award.

Such contributions will be taken into account when evaluating the 'added-value' brought by the Site RO to the Institute as part of the Five Year Review.

### **Brand Licence**

- 4.25 The University will procure that the Site activities are operated only under the name "Health Data Research UK" (or such other name and/or abbreviations as the Parties may agree in writing from time to time).
- 4.26 Subject to **clauses 4.28** and **4.29**, HDR UK Ltd hereby grants to the University a non-exclusive, personal, worldwide, royalty-free, revocable, non-transferable licence (without any right to sub-licence), for the Term, to use the HDR UK Brands solely for the purpose of the operations and activities of the Site, which shall include allowing the Site to operate as ["Health Data Research UK"] in connection with the activities of the Site ("**the Brand Licence**"). The University acknowledges and agrees that its use of the HDR UK Brands in any domain name, email address or in any other similar form shall be subject to the terms of this **clause 4.26** and **clause 4.28** and that all its use of the HDR UK Brands shall cease on termination of this Agreement. Notwithstanding the foregoing, the University may sublicense the Brand Licence of the HDR UK Brands to the other Site ROs for as long as they remain Site ROs and for the same use and purpose as the Brand Licence.
- 4.27 Each of the Funders' brands, names and logos will be used alongside the branding of the Site and the Institute in all correspondence and publicity in accordance with the HDR UK Brand and Communication Policy and HDR UK Brand Templates. [HDR UK Ltd hereby grants to the University a non-exclusive, personal, worldwide, royalty-free, revocable, non-transferable licence (without any right to sub-licence) to use each of the Funder's brands, names and logos for purposes relating solely to the administration, operation and promotion of the Site in the form and manner agreed in the HDR UK Brand and Communications Policy and HDR UK Brand Templates, in each case for so long as the relevant Funder remains a core funder of HDR UK Ltd or until termination of this Agreement or until the licence of the relevant Funder's brands to HDR UK Ltd is terminated, whichever is earlier ("**the Funder Brand Licence**"). Notwithstanding the foregoing, the University may sublicense the Funder Brand Licence to the other Site ROs for as long as they remain Site ROs and for the same term, use and purpose as the Funder Brand Licence.
- 4.28 The University will, and will procure that the other Site ROs will:
  - 4.28.1 ensure that each reference to and use of any of the HDR UK Brands and/or the Funders' brands, names and/or logos by it is in accordance with the HDR UK

Brand Templates and the HDR UK Brand and Communication Policy including any local scheme agreed in accordance with such policy and any other specific conditions communicated to the University by HDR UK Ltd in writing from time to time;

- 4.28.2 co-operate with HDR UK Ltd in the filing prosecution, maintenance, enforcement and defence of any of the HDR UK Brands and/or the Funders' brands, names and/or logos and do all acts and execute all documents as HDR UK Ltd and/or a Funder (as applicable) may reasonably request in connection with the HDR UK Brands and/or the Funders' brands, names and/or logos;
  - 4.28.3 not use, or permit to be used, any of the HDR UK Brands and/or the Funders' brands, names and/or logos in any way which might prejudice their distinctiveness or validity or the goodwill of HDR UK Ltd, the owner of the HDR UK Brands and/or the Funders' brands, names and logos;
  - 4.28.4 not use any trade marks, names or logos so resembling the Funders' brands, names and/or logos as to be likely to deceive or cause confusion;
  - 4.28.5 not do or permit to be done, nor omit to do in connection with its use of the HDR UK Brands or the Funders' brands, names and/or logos, any act or thing which would or might jeopardise or invalidate any registration of any of the HDR UK Brands or the Funders' brands, names and/or logos or give rise to an application to remove any of the HDR UK Brands or the Funders' brands, names and/or logos which is registered from the register (maintained by the relevant Trade Marks Registry) or which might prejudice the right or title of HDR UK Ltd (or any of the Funders) to any of the HDR UK Brands or the Funders' brands, names and logos;
  - 4.28.6 not apply to register any trade marks or trade names resembling the HDR UK Brands or the Funders' brands, names or logos as to be likely to deceive or cause confusion; and
  - 4.28.7 immediately cease to use any of the HDR UK Brands or the Funders' brands, names and/or logos upon a written direction from HDR UK Ltd or a Funder requiring the same.
- 4.29 The University acknowledges that the HDR UK Brands are and will remain the property of HDR UK Ltd, and neither the University nor any other Site RO shall acquire any title or interest (legal or beneficial) in the HDR UK Brands or goodwill as a result of a Site RO's use of them, and all use of the HDR UK Brands shall enure for the Institute's benefit. The University acknowledges and agrees that the Funders' brands, names and logos are and will remain the sole and exclusive property of the Funders, respectively, and neither the University nor any other Site RO shall acquire any title, right or interest (legal or beneficial) in the Funders' brands, names and logos and goodwill accrued through use of them shall enure for each Funder's benefit respectively and shall be deemed to be the absolute property of the Funders, respectively. The University shall do or procure the doing of, at the request of HDR UK Ltd, such acts and things reasonably necessary (including the execution of documents) to protect the title of the Funders to their respective brands, names and logos and such goodwill.

### **Estates, Assets and Infrastructure**

- 4.30 Site ROs commit to working towards a standard and interoperable data infrastructure for the Institute, underpinned by a common Institute data sharing policy which will be jointly developed by the Parties. To ensure the effective operation of the activities of the Site, the University shall:-
- 4.30.1 provide or procure the provision of appropriate accommodation to enable Institute funded research to be undertaken effectively in pursuit of the Mission;

- 4.30.2 ensure that sufficient space remains allocated to the Site to enable it to effectively and appropriately undertake its activities in pursuance of the Mission and scientific objectives;
  - 4.30.3 consult with the Institute Director and HDR UK Ltd if major changes are being considered to the location of or space allocation for, or the accommodation allocated to or provided for the Site and before any decisions in relation to the same are made;
  - 4.30.4 ensure that the Site has in place appropriate data and computing infrastructure which are aligned to the Institute's research ambitions, along with appropriate support services to maintain and operate this infrastructure.
- 4.31 Subject to **clause 4.12**, HDR UK Ltd will use all reasonable endeavours to make, or procure the making of, appropriate financial provision for sustainability and the provision of major equipment and buildings, data and computing infrastructure by any of the Site ROs which are essential for delivery of the Mission.
- 4.32 The University will ensure that :-
- 4.32.1 any land, building, equipment or infrastructure acquired by a Site RO and funded by, or on behalf of, HDR UK Ltd will be owned, maintained and insured by the relevant Site RO;
  - 4.32.2 any Site RO equipment, infrastructure and/or facilities funded by HDR UK Ltd or by third parties for the purposes of the activities of the Institute can be used throughout the Institute to provide appropriate flexibility to Institute programmes for Institute science delivery, with Institute requirements taking priority over other access/user arrangements.

HDR UK Ltd will agree with Co-ordinating ROs appropriate policies regarding these access arrangements which protect the parties' confidentiality and security. HDR UK Ltd will impose equivalent obligations on other Co-ordinating ROs and Partnership Sites to enable access by all Institute ROs to relevant land, building, equipment and infrastructure.

## Redundancies

- 4.33 Save in circumstances where redundancies relate to a termination of this Agreement by HDR UK Ltd pursuant to **clause 20.5**, in which event the provisions of **clause 20.13** shall apply or where expressly stated otherwise in this Agreement, the University shall be entitled (save as otherwise agreed in writing with HDR UK Ltd) to apply the HDR UK Core Award and Transitional Funding (as defined in **clause 20.11**) to discharge a Site RO's liabilities for Redundancy Costs in relation to Site Employees but only to the extent that:-
- 4.33.1 Site Employees are funded in whole or in part by the HDR UK Core Award and are not established academic staff. Where not all of the time of the time of a Site Employee is devoted to the work and activities of the Institute funded through the HDR UK Core Award, the Redundancy Costs to be discharged from the HDR UK Core Award shall be proportionate to the amount of time the relevant Site Employee actually devoted to HDR UK Core Award funded work and activities;
  - 4.33.2 the redundancies have been carried out lawfully following a fair and reasonable procedure;
  - 4.33.3 the related redundancy liabilities do not represent any amounts or ex gratia payments (whether under a settlement agreement or similar arrangement or otherwise) which exceed the Redundancy Costs in respect of that employee or former employee;
  - 4.33.4 the payments represent no more than the Redundancy Costs applicable in each case; and

- 4.33.5 the Institute Director has approved the Redundancy Payments as being genuine and correct in the circumstances.
- 4.34 For the purposes of **clause 4.33 "Redundancy Costs"** shall mean exclusively the following amounts paid or payable by the relevant Site RO in respect of or relating to any redundancy dismissal of any relevant Site Employee:-
- 4.34.1 any contractual and/or statutory redundancy payment;
- 4.34.2 any payment legally or contractually required to provide early retirement pension entitlements for any such Site Employee consequent on their redundancy, PROVIDED THAT if any such person is an active member of the USS at the date of his dismissal, was employed by the Site RO before joining the Site and an active member of the USS in that employment, only that part of any early retirement funding charge payable to the USS is included in this definition which is attributable to the period, and relative proportion, of the person's employment in the Site, treating the said charge as having accrued uniformly over the person's total period of USS membership while employed by the Site RO; and
- 4.34.3 any payment in lieu of notice and/or any payment in lieu of any unworked portion of the relevant redundancy consultation period and/or notice period which has been lawfully agreed in advance with the relevant Site Employee,

and in each case proportionate to the amount of time the individual has actually devoted to HDR UK Core Award funded work and activities.

#### **Institute Policies**

- 4.35 Institute Policies shall be adopted, issued and monitored by the HDR UK Ltd Board from time to time on the recommendation of the Institute Senior Scientific Leadership Committee and in line with the expectations of the Funders. It is HDR UK Ltd's intention that Institute Policies will relate to the effective operation of the Institute to ensure, as far as reasonably practicable, consistency across all the activities of HDR UK Ltd, the Substantive Sites and the Partnership Sites. Institute Policies will not amend the terms and conditions of employment or engagement of Site Staff. Institute Policies are intended to take account of Institute ROs' policies where reasonably practicable.
- 4.36 The Institute Senior Scientific Leadership Committee will consider (from time to time) the adoption of or amendment to Institute Policies. HDR UK Ltd (through the Institute Senior Scientific Leadership Committee) shall consult with the University, and each other Co-ordinating RO about the content and operation of the proposed Institute Policies and amendments to existing Institute Policies and shall, to the extent reasonably practicable, take account of the views expressed by the University and each other Co-ordinating RO. The Parties agree to work together to identify mutually acceptable solutions to situations where there is a potential conflict between a proposed Institute Policy and an Institute RO policy. Notwithstanding the foregoing, HDR UK Ltd shall be entitled to adopt, or implement and effect variations to, Institute Policies as is, in the reasonable opinion of HDR UK Ltd, necessary for the effective operation of the Institute and the University shall and shall procure that each of the other Site ROs, subject to **clause 4.37.1**, comply with the terms of the Institute Policies in conducting the activities of the Site for the term of this Agreement.
- 4.37 Following adoption or amendment of an Institute Policy in accordance with **clause 4.36**:
- 4.37.1 such Institute Policy (or the relevant amendments thereto as applicable) shall not (unless otherwise agreed by the University) be binding on the University unless the Institute Policy (or relevant amendment) applies across all the Institute sites (save to the extent such Institute Policy (or relevant amendment) is unique to the University's "Co-ordinating RO" status); and

4.37.2 the University shall be entitled to terminate this Agreement on not less than twelve (12) months written notice to HDR UK Ltd if the University reasonably considers that the Institute Policy as adopted or amended (as applicable) will:-

4.37.2.1 have a material adverse impact on the ability of the University to satisfy the Mission and/or the strategic objectives of the Institute in **clause 2.4** or as articulated in the then current Five Year Plan in relation to the Site; and/or

4.37.2.2 give rise to additional and material financial liabilities (when compared with the position prior to such adoption or variation) for the University to secure compliance with a new or revised Institute Policy in respect of the Site;

and the provisions of **clauses 20.8 to 20.11** shall apply in relation to such termination.

## 5. **Organisational Structure and Governance**

5.1 The University and HDR UK Ltd agree that with effect from the Effective Date and subject to the other provisions of this Agreement the University shall establish and operate the Site.

5.2 The HDR UK Ltd Board is expected to be a non-executive board which has ultimate responsibility for the delivery of the Mission and the use of Institute funds, as provided by the Funders and other external funders from time to time. The HDR UK Ltd Board will be chaired by an independent chair (the "Chairperson of the HDR UK Ltd Board"). For the avoidance of doubt the University will not be a member of, and shall have no appointment rights, to the HDR UK Ltd Board.

5.3 The executive functions of the Institute shall be led by the Institute Director who shall work closely with the Substantive Site Directors and as advised by the Institute Senior Scientific Leadership Committee. The Institute Director is responsible for delivering the Institute's agreed strategy (research, training, knowledge transfer, commercialisation and public engagement), ensuring the scientific excellence of the Institute's research and its value for money. The Institute Director will (in consultation with the HDR UK Ltd Board) determine which funded programmes should be within the Institute, as advised by Institute peer-review mechanisms and based on the Institute Five Year Review Policy. The University will comply with, and will use its reasonable endeavours to procure that the Site Director, Site Associate Directors and Site Staff comply with, the reasonable directions and requirements of the Institute Director with regards to the operation of the Site, to the extent that such directions and/or requirements are given within the remit of the Institute Director's role and responsibilities (as determined by HDR UK Ltd from time to time), and at all times in keeping with the Institute's Policy on managing Conflicts of Interest).

5.4 The University, as employer, is responsible for and controls the Site Director and other Site Employees employed by it. Nothing in this Agreement shall imply any employee relationship between any such persons and HDR UK Ltd. The University shall consult with the HDR UK Ltd Board in relation to any significant proposals of any of the Site ROs affecting the Site Director and/or the Site Associate Directors and/or any other Site Staff which have or are reasonably likely to have an impact on the operation and/or funding of the Site.

5.5 The University will use reasonable endeavours to procure that the Site Director, Site Associate Directors and other Site Staff shall promptly communicate any concerns that they may have about the conduct of or directions given to them by the Institute Director. Where the University reasonably believes it and/or the Site Director, Site Associate Director and/or Site Staff are unable to comply with any such direction or requirement of the Institute Director (other than because of a conflict of interest to which the provisions of **clause 5.16** shall apply), it shall raise this with the Institute Director for further discussion and seek, in good faith, to resolve the matter with the Institute Director. If the University and the Institute Director are unable to resolve the matter within a reasonable timeframe, either of them may refer the matter to the HDR UK Ltd Board for

consideration. Following such referral, if either Party considers there to be a dispute between them, the provisions of **clause 18** shall apply.

- 5.6 The HDR UK Ltd Board and the Institute Director will be advised by an independent international scientific advisory board and will consult with Funders on significant Institute issues and policy.
- 5.7 The University shall procure that Site Staff, the Site Director and each Site Associate Director will operate within and in accordance with any conditions which HDR UK Ltd may attach to any funding (including pursuant to a HDR UK Core Award for the First Five Year Period and any Subsequent Five Year Periods) it provides in respect of the Site.

#### **The Site Director and Site Associate Directors**

- 5.8 The Parties acknowledge the importance of the need for and role of the Site Director.
- 5.9 **[NAME]** is the first Site Director as at the Effective Date.
- 5.10 The Site Director shall be employed by the University and shall have the status, autonomy, authority and responsibility within the University commensurate with their role and enabling them to enact the Site's scientific strategy as agreed with the Institute Director. The University will use its reasonable endeavours to ensure that the Site Director can play a significant and positive role in the University's research strategy development and planning through membership of relevant decision-making bodies within the University.
- 5.11 The Site Director's primary interest must be in directing the Site in line with the overall objectives of the Institute and the University shall require and use reasonable endeavours to procure that the Site Director has sufficient time and resources to meet his or her responsibilities with regard to the Site in accordance with this Agreement and to the reasonable satisfaction of the Institute Director and the HDR UK Ltd Board.
- 5.12 The University will require each of the other Site ROs:-
- 5.12.1 to act in accordance with the directions of the Site Director in relation to the Site activities to be undertaken by them; and
  - 5.12.2 to appoint a Site Associate Director to support the Site Director and the Institute Director in the delivery of their Institute related functions, such appointment to be made with the approval of the Institute Director.

The Site Director and each Site Associate Director will play a significant role in the Site's health data science research strategy development and planning, working closely with the Institute Director. The Site Director will be accountable to the Institute Director and the HDR UK Ltd Board. The University will procure that the Site Associate Director will be accountable to the Site Director and the Institute Director.

- 5.13 The University's structures and each other Site RO's structures must respectively provide the Site Director and Site Associate Directors (as applicable) with the latitude and authority to act to:
- 5.13.1 direct programmes at the Site;
  - 5.13.2 manage and deploy HDR UK Core Award and other Institute funding and resources (including but not limited to accommodation, capital, infrastructure, staff and studentships) and move resource according to scientific need;
  - 5.13.3 make appointments within the Site at appropriate levels required to deliver the Institute's scientific initiatives and objectives; and
  - 5.13.4 subject to **clause 5.16**, act in the best interests of the Institute as a whole.

- 5.14 The University will use all reasonable endeavours to procure that Site Staff comply with the reasonable directions and requirements of the Site Director with regards to the operation of the Site. The Parties agree that the Site Director shall have responsibility for delivering the Institute's agreed strategy (research, training, knowledge transfer, commercialisation and public engagement), ensuring scientific excellence of the Institute's research and its value for money, as it applies to the Site's activity.
- 5.15 The Institute Director will undertake an annual review of the Site Director's performance in relation to delivery of science, strategy and the Mission.
- 5.16 Where the obligations of the Site Director or a Site Associate Director to their respective employer conflict with, or are reasonably likely to conflict with, their obligations in respect of the Institute, the University shall, and shall procure that the Site Director or the Site Associate Director (as applicable) shall, promptly notify the Institute Director of the conflict or potential conflict. Within 10 Business Days of receipt of such notification the Institute Director will use their best endeavours to resolve the conflict with the relevant employer, taking due consideration of:-
- 5.16.1 the need to pursue the Mission and the strategic objectives of the Institute;
  - 5.16.2 the need to secure value for money for the Institute;
  - 5.16.3 any relevant provisions in the Five Year Plan or annual budget;
  - 5.16.4 the long-term viability of the Institute and the Site;
  - 5.16.5 the financial and reputational impact of the conflict on the University.
- If the Institute Director is unable to resolve the conflict within 15 Business Days of the notification, the matter will be referred to the Chairperson of the HDR UK Ltd Board for determination who shall communicate the determination to the University and the relevant employer. Upon resolution of the conflict, the University shall promptly communicate the agreed course of action to the Site Director or Associate Site Director (as applicable).
- 5.17 The University will use reasonable endeavours to procure that the Site Director and each Site Associate Director shall, where applicable, acknowledge his role as Site Director or Site Associate Director (as applicable) in all public appearances.
- 5.18 The University will set out the duties and responsibilities of the Site Director contained in **Schedule 2** (as amended or supplemented by HDR UK Ltd from time to time in consultation with the University and by written notice to the University) in the Site Director's job description and ensure that the Site Director is contracted to comply with them. No amendments shall be made to the job description without the prior written consent of HDR UK Ltd.
- 5.19 The University will require and use reasonable endeavours to procure that the Site Director will:-
- 5.19.1 be responsible for delivering the Site scientific strategy and for the cohesion and value for money of the Site in the context of the overarching Institute scientific strategy and mission;
  - 5.19.2 work closely and co-operatively with the Institute Director, Substantive Site Directors and Associate Directors and participate fully in the functions and activities of the Institute Senior Scientific Leadership Committee;
  - 5.19.3 endeavour to promote, communicate and engage with the public and other stakeholders as an explicit part of the Mission;
  - 5.19.4 endeavour to foster a culture of inclusivity and collaboration whereby researchers working in the Site are fully integrated within the wider Institute and are encouraged to engage with the wider research sector, whether

- academic, medical or commercial, and other audiences in relation to their research and its significance and the work of the Institute;
- 5.19.5 promote the work of the Institute in the UK and seek to ensure that the Institute makes a significant and positive contribution including (but not limited to) leading public engagement activities and collaborative efforts appropriate to the Mission;
  - 5.19.6 endeavour to ensure the Institute is internationally promoted and recognised as a leading health and biomedical data science research institute in its field;
  - 5.19.7 be a member of the Institute Senior Scientific Leadership Committee;
  - 5.19.8 comply with the duties and responsibilities of a Site Director in **Schedule 2** as amended or supplemented by HDR UK Ltd from time to time in consultation with the University and by written notice to the University.
- 5.20 If invited by the Institute Director, the Site Director shall meet at least annually (and the University shall procure the attendance at such meetings of the Site Director) with the Institute Director to discuss, review and, in so far as possible, agree:-
- 5.20.1 the overall scientific direction, progress and outputs of and emerging issues and opportunities related to the Site/Institute;
  - 5.20.2 the extent to which the performance of the Site is furthering the Objects, and meeting the Mission and strategic objectives set out in **clause 2.4** and as articulated in the then current Five Year Plan and adds value to the Institute, the Funders and any other major funder;
  - 5.20.3 the functioning of the relationship between HDR UK Ltd and the University, in the context of the Site;
  - 5.20.4 funding of the programme of research being pursued by the Site;
  - 5.20.5 the gross income and expenditure of the Site;
  - 5.20.6 whether value for money is being achieved by the Site in relation to the provision and cost of provision of services by the University to the Site;
  - 5.20.7 the structure of the Site from time to time and to implement the most appropriate structure to ensure the principles set out in this Agreement are implemented;
  - 5.20.8 the implications of other university, Funder or Institute strategies that have a bearing on the Institute; and
  - 5.20.9 financial performance and actions needed.

#### **Site Director Appointment and Removal**

- 5.21 If, for any reason and at any time, there is a need for a new Site Director, including where a then current Site Director is to be removed (whether at the instigation of HDR UK Ltd or the University), is to retire, is to resign, or resigns or dies, or a Site Director elect, once elected, declines to take up the Site Director appointment, then the Parties shall as soon as practicable after the occurrence of any of the aforementioned events meet to discuss the future of the Site and whether the University will continue to be a Co-ordinating RO.
- 5.22 If HDR UK Ltd determines, with the University's agreement that the University should continue to be a Co-ordinating RO, the University and HDR UK Ltd will embark on a joint search process for a new Site Director. The search, selection and appointment process will be determined by the University in consultation with HDR UK Ltd providing that such process will:

- 5.22.1 provide for each Party to be equally represented;
- 5.22.2 will take into account any criteria laid down by HDR UK Ltd from time to time relating to the appointment of Site Directors;
- 5.22.3 include an open advertisement to attract the best candidates from around the world and interviews; and
- 5.22.4 meet the requirements of **clauses 5.23 to 5.25**.

Through this process the Parties shall together draw up a short list of candidates acceptable to both HDR UK Ltd and the University.

5.23 The University shall establish an appointment panel, the composition of which will, subject to this clause, be determined by the Statutes and Ordinances. Chaired by the Vice Provost (research), Head of School or equivalent, each Party will be equally represented (with at least two nominated members each) and it is expected that the membership will also include the Institute Director and such other external members as shall be mutually agreed by the Parties.

5.24 The appointment panel will be given the longlist and shortlist of candidates and will agree which candidates to interview from that shortlist. Following the completion of the interview process, the appointment panel will nominate a preferred candidate for the role of Site Director. The HDR UK Ltd Board will be invited to confirm the selection of the Site Director.

5.25 Once the successful candidate has been selected and confirmed, the University will (subject to consultation with HDR UK Ltd in respect of any non-standard terms), use all reasonable endeavours (including the engagement of external professional advice if necessary) to agree the appropriate terms of and enter into an employment contract with, the successful candidate.

5.26 In the event:-

5.26.1 the HDR UK Ltd Board do not confirm the selection within 10 Business Days of the invitation in accordance with clause **5.24**; or

5.26.2 following selection of a candidate, the University fails to:-

5.26.2.1 agree appropriate terms with the successful candidate, such terms to include obligations on the Site Director to comply with his duties and responsibilities as set out in this Agreement; and/or

5.26.2.2 employ the successful candidate.

within 3 months of the date of agreement of the successful candidate pursuant to **clause 5.24**,

the Parties shall embark on a new search process outlined in **clauses 5.21 to 5.25**. If this further round of recruitment does not result in a jointly agreed selection of a new Site Director and/or the Site is without a Site Director for 24 months or more, then the Parties shall in good faith reconsider the future of the Site and HDR UK Ltd may terminate this Agreement pursuant to **clause 20.4**.

5.27 If at any time either Party believes that the Site Director may be unable to perform his role (for any medical or other reason) for a period in excess of 6 months, or has any other concerns about the performance or ongoing status or office of the Site Director, then the Parties shall meet to discuss this in good faith giving due consideration to the other's concerns and/or recommendations.

5.28 HDR UK Ltd shall consult with the University prior to any decision being taken that the Site Director be removed from such post, following which the Parties shall meet to discuss this and to make representations to each other about the process for removal. The University

will comply with HDR UK Ltd's reasonable directions with regards to such removal, shall manage the process of such removal with the Site Director and subject to **clause 5.31**, the direct costs of such removal may be discharged from the HDR UK Core Award.

- 5.29 The University shall not remove the Site Director (whether the first or any successor Site Director) without the prior written consent of HDR UK Ltd, (such consent not to be unreasonably withheld or delayed and having regard to the University's reason for removal and the terms and conditions of employment of the Site Director with the University). For the avoidance of doubt, this is without prejudice to the University's right to terminate the Site Director's employment for good cause in accordance with the Statutes and Ordinances. The University shall take into consideration the recommendations of HDR UK Ltd regarding the effectiveness and performance of the Site Director as a result of a Five Year Review or otherwise.
- 5.30 If the Site Director has resigned or been removed, the Parties shall jointly select an interim Site Director to hold office until such time as a new Site Director is appointed in accordance with **clauses 5.21 – 5.25**.
- 5.31 HDR UK Ltd shall not be liable for any payment to the Site Director which is attributable to, or awarded by an Employment Tribunal in respect of, any act, omission or failure by or on behalf of the University or its staff relating to the Site Director's employment (including but not limited to any acts of discrimination, victimisation or harassment by or on behalf of the University or its staff towards the Site Director whether under the Equality Act 2010 or otherwise) or termination of it. Such payment shall not be met from the HDR UK Core Award save to the extent that:
- 5.31.1 an Employment Tribunal makes a finding that the University is liable for a such payment to the Site Director and such liability arises as a direct result of any actions of HDR UK Ltd or if such HDR UK Ltd actions are a major contributing factor to such liability; or
- 5.31.2 HDR UK Ltd otherwise agrees in writing.

in which event, in consultation with HDR UK Ltd, the University shall be entitled to account for the liability from the HDR UK Core Award.

### **Site Employees**

- 5.32 The Site ROs will employ Site Employees comprising research and operational staff engaged in or supporting Institute funded activities at the Site. This will include senior academic, research and technical leadership positions who are needed to deliver each Site RO's research. All Site vacancies must be advertised externally for a minimum of two weeks and otherwise in accordance with the University's policies and procedures in place from time to time.
- 5.33 Site Staff undertaking Institute activities will have sufficient status within the relevant Site RO commensurate with their role.
- 5.34 The University will support the Site Director and their team, and will procure that each of the other Site RO's will support their respective Site Associate Directors and team, to manage the recruitment of Site Staff and ensure that the recruitment and selection process gives due consideration to their respective policies and processes from time to time in place.
- 5.35 Research in the Site will be founded on substantive five year programmes, led by Institute research staff, who will operate under the direction of the Site Director.
- 5.36 Institute research staff at the Site will spend sufficient time on the Institute research, and in most cases the majority of their time, such that HDR UK Ltd and the Institute Director are fully satisfied that the relevant Institute objectives are being delivered. This will be judged through the annual reporting and Five Year Review of the quality and outputs of the research programmes.

- 5.37 Site Employees will be expected to operate to the highest standards of conduct, consistent with public service standards, demonstrating: selflessness, integrity, objectivity, accountability, openness, honesty and leadership. The University will use its reasonable endeavours to, and will procure that each of the other Site ROs will use its reasonable endeavours to, [maintain/work towards] an Athena Swan Silver award and will report on progress as part of the Annual Assurance in accordance with **clause 6.2**.
- 5.38 Any redundancy, employment, pensions or liabilities related to the employment of Site Employee will lie with the employing Site RO.
- 5.39 The University will view Institute awards as a long-term commitment and not just a grant with an end-date. There will be cases where Site ROs will be expected to make open-ended appointments and they will be expected to manage the associated risk. HDR UK Ltd will not underwrite such appointments.
- 5.40 Subject to **clause 5.31**, or unless HDR UK Ltd otherwise agrees in writing, HDR UK Ltd shall not be liable for any payment to a Site Employee which is attributable to, or awarded by an Employment Tribunal in respect of any act, omission or failure by or on behalf of the employing Site RO or its staff relating to Site Employee's employment or professorship (including but not limited to any acts of discrimination, victimisation or harassment by or on behalf of the employing Site RO or its staff towards a Site Employee employed by it whether under the Equality Act 2010 or otherwise) or termination of it. Such payment shall not be met from the HDR UK Core Award save to the extent that an Employment Tribunal makes a finding that the employing Site RO is liable for such a payment to the Site Employee and such liability arises as a direct result of any actions of HDR UK Ltd or if such HDR UK Ltd actions are a major contributing factor to such liability in which event, in consultation with HDR UK Ltd, the University shall be entitled to account for the liability from the HDR UK Core Award.
- 5.41 HDR UK Ltd may from time to time seek to second HDR UK Ltd staff into the Site. Any secondment or hosting arrangements for HDR UK Ltd staff will be discussed between the Parties and any relevant Site RO and agreed as appropriate.

### **Institute Governance**

- 5.42 HDR UK Ltd will establish an Institute Senior Scientific Leadership Committee which will comprise senior Institute leaders which could include the Institute Director, Substantive Site Directors and thematic leads. The terms of reference of the Institute Senior Scientific Leadership Committee will be determined by HDR UK Ltd from time to time in consultation with the Co-ordinating ROs.
- 5.43 The Institute Senior Scientific Leadership Committee will discuss, develop and oversee the operation of the Institute, making recommendations to the Institute Director which, where appropriate, will be escalated by the Institute Director to the HDR UK Ltd Board and in accordance with the Institute Senior Scientific Leadership Committee's terms of reference. It will oversee the strategic partnership between HDR UK Ltd and each of the Co-ordinating ROs, addressing any operational issues and planning ahead. Additional meetings to those set out in the timetable in the Institute Senior Scientific Leadership Committee's terms of reference may be scheduled as required and agreed between the parties.
- 5.44 The Parties shall maintain regular and effective communication links with each other in order to ensure that they remain compliant with their respective obligations under this Agreement and to assist with the early identification and resolution of any such failure to comply.
- 5.45 The Parties acknowledge that to protect the Institute and each of the Funders against reputational and financial risk, the University shall use reasonable endeavours to procure that the Site Director is responsible for ensuring that the Site delivers research to the highest levels of integrity, clarity and good management. To support the Site Director, a lead for research governance at the Site should be nominated by the University.

- 5.46 The Parties intend that the Institute will be a beacon of best practice and will comply, and the University will procure that each of the other Site ROs will comply, with all relevant requirements, including the Funders' requirements, with respect to all aspects of research conduct and practice, including ethics, misconduct, research involving human participants or animals, data handling/sharing, open access, confidentiality, clinical research governance, propriety in relationships with NHS staff, anti-corruption, and eradicating modern slavery, among other matters.
- 5.47 The University and the Site Director will assist the Institute Director in preparing annual assurance returns to the HDR UK Ltd Board and in meeting any other requirements of the Funders.
- 5.48 Where there is an allegation of scientific or other misconduct, fraud or bribery involving the Site, the University will take the lead in the investigation of Site Employees or other Site Staff engaged by it and will procure that each of the other Site ROs takes the lead in the investigation of Site Staff engaged by them. The University will notify and consult with HDR UK Ltd and the Funders as soon as reasonably practicable about the investigation process and invite their direct involvement. The University will notify HDR UK Ltd as to the outcome of any investigation, and of any ongoing investigations on an annual basis as part of its Annual Assurance in accordance with **clause 6.2**.
- 5.49 HDR UK Ltd will, with input from the Institute Senior Scientific Leadership Committee in accordance with **clause 4.36**, develop a public engagement and communication (PEC) policy, governing the Institute's activities and engagement with patients and the public which the University will support and adopt in the Site and which all Site Staff will be expected to comply with.

## 6. **University Obligations**

6.1 The University shall:-

6.1.1 procure that all of the other Site ROs accept and comply with the relevant requirements and expectations in this Agreement:-

6.1.1.1 in relation to the Site and its operations, including relating to IP and data;

6.1.1.2 imposed specifically on Site ROs and Site Associate Directors;

6.1.1.3 in relation to Site Staff;

and confirms to HDR UK Ltd that a Consortium Agreement has been entered into between the University and each of the other Site ROs. Any breach by a Site RO of the requirements of this Agreement will be deemed a breach by the University;

6.1.2 procure that all Site Staff engaged by a Site RO who are involved in Institute funded activities shall:-

6.1.2.1 have appropriate appointments in the employing Site RO and will acknowledge any funding or other support they receive from HDR UK Ltd and the Funders in communications (including manuscripts submitted for publications, posters at conferences and other presentations) and list their association with the activities of the Institute in all public activities associated with or connected to the operation of the Institute under the name specified in **clause 4.25**;

6.1.2.2 observe the seven principles of public life laid down by the Nolan Committee on Standards in Public Life: selflessness, integrity, objectivity, accountability, openness, honesty and leadership;

- 6.1.2.3 attend relevant meetings to exchange information and ideas with others undertaking research in the same or similar fields; and
- 6.1.2.4 make all reasonable efforts, if so invited, to respond to requests for information from, or to attend events or activities organised by, HDR UK Ltd and/or any of the Funders concerning the research undertaken by the Institute researchers;
- 6.1.3 ensure that the Site shall continue to pursue the Mission for the long term;
- 6.1.4 comply with the Institute IP Policy in effect from time to time;
- 6.1.5 maintain a separate cost centre and auditable accounts relating to all HDR UK Ltd funded expenditure of the University, including an analysis of research and training by activity and cost type. The University will be responsible for measures to ensure the proper application of public money in accordance with HM Treasury guidelines and for implementing reasonable protections against fraud and cyber and financial crime.
- 6.1.6 procure that the Site Director:-
  - 6.1.6.1 implements each annual budget and business plan as adopted by HDR UK Ltd from time to time as they relate to the Site;
  - 6.1.6.2 ensures that no portion or element of any funding provided by HDR UK Ltd that is specifically allocated to, or provided in respect of the scientific work of the Site shall be used for purposes other than the operation of or the scientific work of the Site, and it is acknowledged that subject always to the provisions of **clause 20** which shall apply in the event of termination of the Agreement and in accordance with **clause 4.33**, the HDR UK Core Award may be applied to discharge the redundancy liabilities relating to employees of the University working within the Site;
  - 6.1.6.3 procures that the Site complies in all material respects with the terms of the HDR UK Brand Templates and the HDR UK Brand and Communication Policy including any local scheme of operation implemented in accordance with such policy;
  - 6.1.6.4 upholds the Institute Policies published by HDR UK Ltd from time to time. In the event of any inconsistency between the policies and principles set out therein and the terms of any relevant Site RO policies, the terms of the Institute Policies shall prevail. In the event of any inconsistency between the policies and principles set out in the HDR UK Policies and the terms of this Agreement, the terms of this Agreement shall prevail unless HDR UK Ltd directs in writing otherwise;
  - 6.1.6.5 complies with the terms and conditions of any HDR UK Core Award or other funding in accordance with **clause 4.18**.
- 6.2 No later than 30 April in each year (or any other date that may be specified in any relevant award letter or as may be agreed between the Parties), the University shall complete and submit to HDR UK Ltd the Annual Assurance and such assurance shall be accurate and not misleading and shall contain enough detail to allow HDR UK Ltd to assess the extent to which the Site is compliant with the relevant requirements.
- 6.3 Subject to **clause 9**, HDR UK Ltd, each of the Funders or any other member of HDR UK Ltd providing funding for the Institute, or their appointed agents, reserves the right to inspect any of the Site RO's records and accounts relating to the Site at reasonable times on giving reasonable notice and to be given such information, explanation, and assistance as they reasonably require to satisfy themselves that the Mission is being appropriately

pursued, HDR UK Ltd funding is being appropriately used and the terms of this Agreement are being met. The University will require and use reasonable endeavours to procure that the Site Director disseminates all such information reasonably required of him by HDR UK Ltd and/or the members of HDR UK Ltd/the Funders (or any of them).

- 6.4 The University will have adequate systems in place to enable reporting on the Site's science (delivery and outputs) and spend and shall comply with the reporting obligations set out in the Terms and Conditions of Funding from time to time.
- 6.5 The University shall:-
- 6.5.1 provide quarterly and annual (or if required by HDR UK Ltd, monthly) management accounts for the Site in the appropriate template as notified by HDR UK Ltd to the University from time to time; and
- 6.5.2 meet all Annual Assurance requirements and prepare interim reports on a regular basis as determined by, and in the appropriate reporting template as notified by, HDR UK Ltd from time to time.

### **Dissemination**

- 6.6 The University will, and will procure that all Site ROs and Site Staff will acknowledge the support for HDR UK Ltd and its Funders in all communications (including manuscripts submitted for publications, posters at conferences and other presentations) unless specifically notified otherwise by HDR UK Ltd. Other Institute funders/partners must be recognised commensurate to their investment in the Institute as determined by HDR UK Ltd from time to time.
- 6.7 The University recognises the need for Site ROs to publish research outputs in a timely manner and operate in line with the open-access policies of HDR UK Ltd and the Funders. HDR UK Ltd will develop a joint publication and attribution policy which the University will adopt with and will procure that each of the other Site ROs adopts.
- 6.8 All promotional work of a Site RO relating to the work of the Institute (e.g. press releases, exhibitions, events, etc.) will be drafted in accordance with the HDR UK Brand Templates and HDR UK Brand and Communications Policy and otherwise in consultation with HDR UK Ltd.
- 6.9 It is the intention of the Parties that a communication function will be established by HDR UK Ltd and will coordinate activity across the Institute ROs and Funders.

## **7. Intellectual Property**

### **General Obligations**

- 7.1 It is intended that HDR UK Ltd will operate a single IPR policy that provides a consistent and transparent framework for engagement with Research Organizations in relation to the Institute
- 7.2 If any Institute or Site activities carried on by or on behalf of the University or the other Site ROs, or the use of any HDR UK Core Award by the University, is reasonably likely to contravene or fall outside of any of the IP principles prescribed in this **clause 7** or the terms of the Institute IP Policy, then the University shall immediately notify HDR UK Ltd in writing and any such activity will require the prior written approval of the University and HDR UK Ltd.
- 7.3 The ownership of Intellectual Property Rights created or generated in the course of Institute activities shall belong to the party that created or generated it. Subject to joint ownership in accordance with **clause 7.10**, the University shall ensure that the Foreground IPR (other than copyright in academic publications and teaching materials, in accordance with normal academic practice) and Foreground Materials are owned by the University. The University shall procure that the other Site ROs shall ensure that all Site RO Technology is owned by

the other Site ROs. The University shall ensure that, and shall procure that the Site ROs shall ensure that, contractual arrangements are in place with Institute Staff to give effect to this clause.

- 7.4 The University shall promptly disclose to HDR UK Ltd particulars of Foreground IPR and Foreground Materials and Site RO Technology which the University reasonably believes may be capable of commercialisation. On each anniversary of the Effective Date, the University shall provide HDR UK Ltd with a written report summarising the Foreground IPR and Foreground Materials and Site RO Technology created in the preceding year.
- 7.5 The University shall promptly report to HDR UK Ltd, and shall procure that the other Site ROs promptly report to the University and HDR UK Ltd, and HDR UK Ltd shall promptly report to the University particulars of which it becomes aware in connection with:
- 7.5.1 any claim by any third party that the Institute's or the University's use of the Foreground IPR and/or Foreground Materials or the other Site ROs' use of the Site RO Technology in accordance with this Agreement is infringing the rights of that or any other third party; and
- 7.5.2 any third party use which is likely to infringe the Foreground IPR or the Site RO Technology or a Party's rights in respect of the Foreground IPR and/or Foreground Materials and/or Site RO Technology.
- 7.6 The University shall ensure that all participants involved in an Institute funded research project at the Site shall promptly disclose to HDR UK Ltd as far as practicable, in good faith, all Background IPR, including any Third Party IP rights of which they are aware and which are relevant to and necessary for that research project. The University shall make such Background IPR available, and, where applicable, shall procure that the other Site ROs make such Background IPR available, to all other participants involved in the Institute funded research project on a non-exclusive royalty free basis for the term and purpose of that research project so far as it is able to do so and, to the extent that such Background IPR is subject to third party rights which would otherwise prevent or inhibit such use/dissemination (including, without limitation, the rights of the funder of the Background IPR in question) the University shall use its best endeavours, and, where applicable, shall ensure that the other Site ROs use best endeavours, to obtain the necessary rights from the relevant third party.
- 7.7 Subject to **clause 7.11** below, the University (or its nominated entity) shall solely determine the protection, maintenance, defence, enforcement and exploitation pathway for any Foreground IPR and/or Foreground Materials and the other Site ROs shall determine the same in respect of Site RO Technology.
- 7.8 Subject to underlying rights in Background IPR and Third Party IP and the rights of third party collaborators, the University shall make Foreground IPR and shall procure that the other Site ROs shall make Site RO Technology freely available:-
- 7.8.1 to any person or body upon request for the purpose of non-commercial academic research only provided that:-
- 7.8.1.1 such use by a third party would not compromise the registration or commercialisation of Foreground IPR and/or Foreground Materials and/or Site RO Technology; and
- 7.8.1.2 subject to any time limits set out in the Institute IP Policy, any academic publications of a third party using, referencing or derived from Foreground IPR or Site RO Foreground IPR shall not be published without HDR UK Ltd's prior written consent; and
- 7.8.1.3 at the written direction of HDR UK Ltd.
- 7.9 If, exceptionally, the University or another Site RO wishes to enter into an agreement which will compromise their ability to comply with **clause 7.8**, they must obtain the written

consent of HDR UK Ltd before doing so. HDR UK Ltd may withhold its consent at its discretion. However, it will notify the University or the applicable Site RO of its decision within a reasonable timeframe.

7.10 Where Intellectual Property Rights are created or generated by the University and other Institute ROs jointly, such Intellectual Property Rights shall be co-owned and the University's and the other Institute ROs' respective shares of such Intellectual Property Rights shall fall within the provisions of this Agreement. The University's share of such Intellectual Property Rights shall constitute Foreground IPR and the provisions of this Agreement relating to Foreground IPR shall apply to it. The other Institute ROs' share of such jointly owned Intellectual Property Rights shall be governed by the relevant Co-ordinating ROs' agreements with HDR UK Ltd. For the avoidance of doubt, use of such jointly owned Foreground IPR in accordance with this Agreement may require the consent of other Institute ROs and the University shall not be in breach of this Agreement if the other Institute ROs do not provide such consent.

7.11 The University shall and shall procure that the other Site ROs shall:-

7.11.1 not register any Foreground IPR or Site RO Foreground IPR without HDR UK Ltd's prior written consent;

7.11.2 not licence, exploit, assign, sell or otherwise deal with Foreground IPR or Foreground Materials or Site RO Technology without the prior written consent of HDR UK Ltd;

7.11.3 ensure that activities within the Site are governed by an IP policy that includes restrictions on employees regarding disclosure of Foreground IPR and Foreground Materials and Site RO Technology that may compromise the ability to protect or exploit (as applicable) the Foreground IPR and Foreground Materials and/or the Site RO Technology.

7.12 The University will use its best endeavours, and shall procure that the Site ROs use their best endeavours, to procure that:

7.12.1 the University or the other Site ROs own all right title and interest in or has all licences necessary to use and to sub-license the Background IPR as required by this Agreement and they will make such Background IPR freely available to the extent it is necessary for the use of Foreground IPR and/or Foreground Materials or Site RO Technology in non-commercial academic research in the Institute noting that some of the University's or the other Site ROs' Background IPR may be subject to third party rights (including, without limitation the rights of the funder of the Background IPR in question) and in this event the University's or the other Site ROs' best endeavours obligation will be to obtain the necessary rights from the relevant third party;

7.12.2 the University or the other Site ROs, as applicable, will obtain all licences from rights holders in Third Party IP to the extent such licences are necessary for the use of Foreground IPR and/or Foreground Materials and/or Site RO Technology in non-commercial academic research in the Institute

and the University will, and shall procure that the other Site RO will, promptly notify HDR UK Ltd (or its nominated entity) if they are unable to secure such right, title and interest or necessary licences or user rights as described above.

7.13 Where there is a need for access to any Third Party IP to commercialise the Foreground IPR or the Foreground Materials or Site RO Technology, the University shall use its best endeavours, and shall procure that the other Site ROs shall use their best endeavours, to obtain those rights from the relevant third party.

7.14 The University shall ensure, and shall procure that the other Site ROs shall ensure, that any Foreground IPR and the Foreground Materials and Site RO Technology created by their employees, collaborators, students, contractors, visiting workers and consultants is kept

free from encumbrances that would prevent assignment or licensing of that Foreground IPR and/or Foreground Materials and/or Site RO Technology to enable their commercial exploitation. The University undertakes, and shall procure that the other Site ROs undertake, that they shall not do or permit to be done, nor omit to do in connection with their use of the Foreground IPR and Foreground Materials and Site RO Technology, any act or thing which would or might jeopardise or invalidate any registration of the Foreground IPR or the Site RO Foreground IPR or give rise to an application to remove any of the registration of the Foreground IPR or the Site RO Foreground IPR or which might prejudice the right or title of the University or the other Site ROs to any of the Foreground IPR and/or Foreground Materials or the Site RO Technology.

7.15 During the term of this Agreement, the University shall ensure, and shall procure that the other Site ROs shall ensure, that agreements with third parties permit the University and the other Site ROs to use Foreground IPR and Foreground Materials and Site RO Technology for non-commercial academic research and teaching purposes.

7.16 Notwithstanding the foregoing provisions of this **clause 7**, where Site Staff are working in or assigned to another Substantive Site or Partnership Site, the employer Site RO will endeavour to agree with the Institute RO hosting that individual, whether Intellectual Property Rights generated or created by that individual will vest in the employing Site RO or the host Institute RO. If the employing Site RO and the host Institute RO are unable to agree the ownership rights within [20 Business Days] of discussions being initiated by either of them to agree the same (or such longer period as may be agreed between them), such Intellectual Property Rights will vest in the employing Site RO.

## 8. **Research Data**

8.1 An important national research asset is the data and meta-data hosted and controlled by Institute ROs and associated partners. The University will, and will procure that each of the other Site ROs will, use their best endeavours to work with this distributed data asset network as expert data users and in accordance with the requirements of the relevant data Controllers (as such term is defined in **clause 11.3**). The University will, and will procure that each of the other Site RO's will, support Institute activities by endeavouring to enhance data asset availability, quality, comparability and new data asset creation, for example asset and metadata cataloguing, documentation of data standards, data dictionaries, ontologies, and meta-data convergence. Site RO's who are data Controllers will be expected to share data assets and facilitate access between Substantive Sites and Partnership Sites and across Institute researchers in as seamless a way as possible.

8.2 HDR UK Ltd will develop a single, consistent and transparent framework for the ethical and legal research use of data assets within the Institute. The University will, and will procure that each of the other Site ROs will, adopt this framework, incorporating the governance, data sharing and public engagement approaches of the Institute.

8.3 The University will be responsible for:

8.3.1 the operation of a secure infrastructure for data management and data sharing at the Site, in compliance with all relevant regulations / legislation;

8.3.2 the provision of robust Site data stewardship, evidenced by organisational arrangements proactively governing data management and data sharing.

8.3.3 the Site's professional and effective management of relationships and coordinating activity with partner data custodians e.g. local NHS Trusts and other healthcare data providers.

## 9. **Confidentiality**

9.1 Each of the Parties undertakes to the other to keep confidential the terms of this Agreement and any and all Confidential Information that it has acquired from the other Party and/or from any other Institute RO (each a "**Disclosing Party**") pursuant to and/or for the

purposes of this Agreement and to use the Confidential Information only for the purposes of the Institute and as contemplated by this Agreement.

9.2 The foregoing restrictions under this **clause 9** shall not apply:

9.2.1 to disclosures to such professional advisers, consultants and employees or officers of its group as are reasonably necessary to advise on or implement this Agreement, provided that the Disclosing Party procures that the people to whom the information is disclosed keep it confidential as if they were that Party; or

9.2.2 to disclosures made with the prior written consent of the Disclosing Party; or

9.2.3 to the extent that the disclosure is required, but without prejudice to **clause 22**:

9.2.3.1 by law (including the FOI Legislation); or

9.2.3.2 by a regulatory body, tax authority or securities exchange to which the Disclosing Party is subject,

provided that each of the Parties shall use reasonable endeavours to consult the other Party and to take into account any reasonable requests they may have in relation to the disclosure before making it; or

9.2.4 to the extent that such Confidential Information is published or becomes part of the public domain after disclosure, unless publication or disclosure is due to a breach of this Agreement; or

9.2.5 to the extent that such Confidential Information, subsequent to its disclosure, is obtained by the Party from a third party who is lawfully in possession of such Confidential Information and is not in violation of any contractual, legal or fiduciary obligation to the Disclosing Party with respect to such Confidential Information; or

9.2.6 to the extent reasonably necessary for the implementation or enforcement of any rights, remedies or obligations arising out of this Agreement or ancillary agreements or documents relating thereto; or

9.2.7 in the case of use or disclosure by the University of Confidential Information received from HDR UK Ltd, to the extent reasonably necessary for or ancillary to the operation of the Site or its business and activities (or of the component parts of the Site), including making disclosures to the [Higher Education Funding Council for England (or any replacement thereof)] and/or in any applications or reports to any grant funding bodies; or

9.2.8 in the case of disclosure by HDR UK Ltd of Confidential Information received from the University (or any other Site RO), to disclosure of such information to any of the Funders or their professional advisers, consultants and employees or officers provided that HDR UK Ltd procures that the people to whom the information is disclosed keep it confidential as if they were HDR UK Ltd.

9.3 No announcement, circular or other publicity in connection with the subject matter of this Agreement (other than as expressly permitted by this Agreement) shall be made by or on behalf of any of the Parties without the prior approval in writing of the other Parties (such approval not to be unreasonably withheld or delayed).

## 10. **Provision and Availability of Information**

10.1 The University recognises that HDR UK Ltd wishes to operate this Agreement on the principle of transparency of costs and accordingly, subject to:-

10.1.1 the provisions of this Agreement;

- 10.1.2 any duty of confidentiality owed to any third party; and
- 10.1.3 the Data Protection Legislation,

the University agrees to provide, or procure the provision by a Site RO, to HDR UK Ltd or any of the Funders promptly upon request copies (which are complete and accurate in all material respects as at their stated date) of such information relating solely to the operation of the Site (or extracts thereof) as HDR UK Ltd or any of the Funders may reasonably request in writing, such information to be treated as Confidential Information by HDR UK Ltd and each of the Funders.

- 10.2 To the extent relevant to the Site, HDR UK Ltd, each of the Funders or any other member of HDR UK Ltd providing funding for the Institute will be allowed access on an "open book" basis at reasonable times and on reasonable notice to the relevant assets, ledgers, accounts and other financial information belonging to and held in within a Site RO's standard business reporting systems (but only in the format then held or configured by such systems).

## 11. **Data Protection**

- 11.1 Each of the Parties shall comply at all times with the Data Protection Legislation and the University will procure that each of the other Site ROs are bound by the provisions of this clause 11.

- 11.2 References in this **clause 11** to Data Subjects, Personal Data, Processing (and Process and Processed shall be construed accordingly), Data Controller or Data Processor, where capitalised, shall have the meanings in, and shall be interpreted in accordance with, the Data Protection Legislation.

- 11.3 In so far as a Party acts as a Data Processor (for the purposes of this **clause 11**, a "**Processor**") and Processes any Controller Personal Data on behalf of any another Party or an Institute RO (in each case) who is a Data Controller in relation to that Personal Data (a "**Controller**") pursuant to this Agreement for the purposes of this **clause 11**, , the Processor shall:

- 11.3.1 process the Controller Personal Data only on the documented instructions of the Controller and otherwise to the extent, and in such manner, as is necessary for the fulfilment of obligations set out in this Agreement or as is required by any applicable law or regulations including the Data Protection Legislation;

- 11.3.2 not cause the Controller to breach any obligation under the Data Protection Legislation;

- 11.3.3 notify the Controller without undue delay, if the Processor identifies any potential areas of actual or potential non-compliance with the Data Protection Legislation;

- 11.3.4 not engage, use or permit any third party to Process Controller Personal Data without the prior written consent of Controller, which may be withheld or subject to reasonable conditions at Controller's discretion but shall not be unreasonably withheld or delayed. If the Controller has consented to the use of third parties (subsequently, for the purposes of this **clause 11**, an "**Authorised Sub-Processor**") for the Processing of Controller Personal Data:

- 11.3.4.1 the Processor shall provide the Controller with advance notice of any intended changes to any Authorised Sub-Processor, allowing the Controller sufficient opportunity to object; and

- 11.3.4.2 the Authorised Sub-Processor's activities must be specified and subject to the same contractual terms as set out in this **clause 11**.

Without prejudice to this **clause 11.3.4** the Processor shall remain responsible for all acts or omissions of the Authorised Sub-Processor as if they were its own;

- 11.3.5 not to Process Controller Personal Data outside the United Kingdom and/or European Economic Area (as it is made up from time to time) without the Controller's prior written consent which may be subject to reasonable conditions at the Controller's discretion but shall not be unreasonably withheld or delayed (unless the Processor or Authorised Sub-Processors are required to transfer the Controller Personal Data, to comply with European Union or European Member State Applicable Laws and such laws prohibit notice to the Controller on public interest grounds);
- 11.3.6 implement (and provide reasonable assistance to the Controller in implementing) technical and organisational measures to ensure a level of security appropriate to the risk presented by Processing the Controller Personal Data, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Controller Personal Data transmitted, stored or otherwise Processed (together for the purposes of this **clause 11**, a "**Data Security Incident**");
- 11.3.7 notify the Controller without undue delay (an in any event no later than 24 hours) after becoming aware of a reasonably suspected, "near miss" or actual Data Security Incident. Where, and in so far as, it is not reasonably possible to provide the information at the same time, the information may be provided in phases without undue further delay, and for the avoidance of doubt, the Processor and any Authorised Sub-Processor may not delay notification under this **clause 11.3.7** on the basis that an investigation is incomplete or ongoing, and may not make any announcement about a Data Security Incident to any third party, without the Controller's consent, which may be subject to conditions at the Controller's sole discretion;
- 11.3.8 ensure that all of the Processor's personnel required to access any Personal Data are informed of the confidential nature of such Personal Data and comply with the obligations set out in this **clause 11**;
- 11.3.9 ensure that all of the Processor's personnel authorised to Process the Controller Personal Data:
  - 11.3.9.1 have committed themselves to confidentiality obligations equivalent to those set out in **clause 9** or are under an appropriate statutory obligation of confidentiality;
  - 11.3.9.2 Process the Controller Personal Data solely on instructions from the Controller; and
  - 11.3.9.3 are appropriately reliable, qualified and trained in relation to their Processing of Controller Personal Data;
- 11.3.10 notify the Controller within 72 hours if it receives:
  - 11.3.10.1 a request from a Data Subject to have access to that person's Controller Personal Data; or
  - 11.3.10.2 a complaint or request relating to the Controller's obligations under the Data Protection Legislation (or any other perceived attempt to exercise a Data Subject right), including by appropriate technical and organisational measures, insofar this is possible;
- 11.3.11 provide the Controller with cooperation and assistance in relation to:

- 11.3.11.1 any complaint or request made by providing the Controller with full details of the complaint or request;
  - 11.3.11.2 reporting any Data Security Incident to any supervisory authority or Data Subjects and documenting any Data Security Incidents, including by appropriate technical and organisational measures, insofar as this is possible;
  - 11.3.11.3 complying with Data Subject rights within the relevant timescales set out in the Data Protection Legislation and in accordance with the Controller's instructions;
  - 11.3.11.4 providing the Controller with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Controller);
  - 11.3.11.5 conducting privacy impact assessments of any Processing operations and consulting with any applicable supervisory authority or appropriate persons accordingly;
  - 11.3.11.6 taking reasonable measures to address the Data Security Incident, including, where appropriate, measures to mitigate its possible adverse effects; and
  - 11.3.11.7 providing the Controller with any information reasonably requested by the Controller;
- 11.3.12 at the choice of the Controller, securely delete or return all Controller Personal Data to the Controller after the end of the provision of any Processing, and securely delete any remaining copies and certify when this exercise has been completed;
- 11.3.13 the Processor shall make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in this clause 11 including preparing and maintaining a record of all categories of Processing activities it carries out on behalf of the Controller in relation to the Controller Personal Data and allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller. The Processor shall immediately inform the controller if, in its opinion, an instruction infringes the Data Protection Legislation.

## 12. **Whole Agreement**

- 12.1 This Agreement, and any documents referred to in it or executed contemporaneously with it, constitute the whole agreement between the Parties and supersede any arrangements, understanding or previous agreement between them relating to the subject matter they cover, including for the avoidance of doubt the framework Heads of Terms agreed between HDR UK Ltd and each of the Site ROs.
- 12.2 Each of the Parties acknowledges that in entering into this Agreement, and any documents referred to in it or executed contemporaneously with it, it does not rely on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty of any person other than as expressly set out in this Agreement.
- 12.3 Nothing in this Agreement shall have effect so as to limit or restrict any liability of a Party in respect of fraud or fraudulent representations.

## 13. **Variation and Waiver**

- 13.1 A modification, variation, alteration of this Agreement shall be effective only if in writing and signed by an authorised signatory on behalf of each of the Parties. For the purpose of this **clause 13.1**, an authorised signatory in the case of the University shall mean one of

those persons noted in **clause 19.4** and an authorised signatory in the case of HDR UK Ltd shall mean one of those persons noted in **clause 19.5**.

13.2 A waiver of any right under this Agreement is only effective if it is in writing and signed by an authorised signatory on behalf of each Party. For the purpose of this **clause 13.2**, an authorised signatory in the case of the University shall mean one of those persons noted in **clause 19.4** or in the case of HDR UK Ltd shall mean one of those persons noted in **clause 19.5** and it shall apply only to the person to which the waiver is addressed and the express circumstances for which it is given.

13.3 A person that waives a right in relation to one person, or takes or fails to take any action against that person, does not affect its rights against any other person.

#### 14. **Costs**

14.1 Unless otherwise provided in this Agreement, all costs in connection with the negotiation, preparation, execution and performance of this Agreement, shall be borne by the Party that incurred them.

#### 15. **No Partnership**

15.1 The Parties are not in partnership with each other and there is no relationship of principal and agent between them.

15.2 No Party has the power or authority to bind the other Party in respect of the subject matter of this Agreement.

#### 16. **Third Party Rights**

16.1 Each of the Funders will be entitled to enforce **clauses 4, 5, 6, 9, 10 and 23** in each case subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999 and the terms of this Agreement.

#### 17. **General**

17.1 The provisions of this Agreement shall be binding on and shall enure to the benefit of the successors and assignees (as the case may be) of each Party provided that none of the Parties shall be entitled to assign or transfer (either in whole or in part) any or all of its rights or obligations hereunder without the prior consent in writing of the other Parties save that HDR UK Ltd may and shall be entitled to assign any or all of its rights (but not part only) to a body designated as its successor. No failure to exercise and no delay or omission on the part of any Party in exercising any right, remedy, power or privilege hereunder or under any document ancillary hereto or in insisting on any occasion upon the performance of any provision of this Agreement shall be construed or act as a waiver of any such right, remedy, power or privilege or of any such breach or as a consent to any subsequent breach.

17.2 The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

17.3 If any provision (or part thereof) in this Agreement is declared invalid or unenforceable in terms of any legislation or other legal authority, the remaining provisions contained in this Agreement shall remain in full force and effect as if such invalid or unenforceable provision (or part thereof) had never been contained in this Agreement.

17.4 This Agreement in so far as any of its provisions remain to be or are capable of being performed or observed shall remain in full force and effect for the Term, save as expressly provided otherwise in this Agreement.

17.5 All payments due under this Agreement will be made without any set-off, deduction or withholding except as may be required by law or required or permitted by the terms of this Agreement. If a Party is required by law to make any deduction or to withhold any part of

any amount due to another Party on account of tax under this Agreement, that Party will give to the other Party proper evidence of the amount deducted or withheld and payment of that amount to the relevant taxation authority, and will take all reasonable steps to enable or assist the other Party to claim exemption from the applicable tax or, if that is not possible, to obtain a credit for the amount deducted or withheld under any applicable law from time to time in force.

17.6 This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, each of which when executed and delivered will be an original.

## 18. Disputes

18.1 If any dispute shall arise out of or in connection with this Agreement (including in relation to any non-contractual obligations) that the Parties consider incapable of resolution or that shall not have been resolved for a period of not less than 20 Business Days (such period of 20 Business Days commencing after completion of any time period specified elsewhere in this Agreement for resolution of the matter in dispute) (for the purpose of this **clause 18**, the "**Dispute**") then either Party may serve notice on the other that they require the Dispute be addressed for resolution by the [Vice Provost (Research)] (or such person with a sufficient level of authority as he may nominate for such purposes on a case by case basis) and an independent trustee of HDR UK Ltd nominated by HDR UK Ltd Board (representing the HDR UK Ltd) (for the purpose of this **clause 18**, the "**Dispute Notice**"). They will both be expected to consult with the Institute Director, jointly or individually in advance of seeking resolution save where the Dispute relates to the performance of the Institute Director. If they are unable to resolve the Dispute within 20 Business Days of one Party serving a Dispute Notice, then the issue shall be passed to the [TITLE] of the University and the Chairperson of the HDR UK Ltd Board at that time, for resolution. Each Party shall use its reasonable endeavours to procure that its respective officers meet as soon as reasonably practicable to consider and attempt to resolve the Dispute in good faith.

18.2 If the [TITLE] of the University and the Chairperson of the HDR UK Ltd Board, cannot resolve the matter at issue within 40 Business Days of the Dispute Notice, the Parties may attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. To initiate the mediation, a Party must serve notice in writing on the other Party (for the purpose of this **clause 18**, an "**ADR Notice**") identifying the dispute it believes to have arisen and requesting a mediation. A copy of the ADR Notice should be sent to CEDR Solve.

18.3 Unless a mediator has been agreed upon by the Parties and has confirmed his appointment within 20 Business Days of the date of service of the relevant ADR Notice, a mediator will be nominated at the written request of either Party by CEDR Solve.

18.4 The Parties will use all reasonable endeavours to procure that the mediation will start not later than 30 Business Days after the date of the ADR Notice. Unless otherwise agreed by the Parties, the place of mediation shall be nominated by the mediator.

18.5 If neither Party has initiated a mediation within 80 Business Days of the Dispute Notice in accordance with **clause 18.2**, or, where mediation has been initiated but the Dispute is not resolved within 70 Business Days of the date of service of the ADR Notice, the Dispute, including any question regarding the validity, performance, existence or termination of this Agreement and/or this clause, shall, if further action is deemed necessary by either Party, be referred to and finally resolved by arbitration in London conducted in the English language by a sole arbitrator pursuant to the LCIA Arbitration Rules which are deemed to be incorporated by reference into this clause.

## 19. Notices

19.1 Any notice or other document required to be given hereunder shall be given in writing delivered personally or sent by pre-paid first class recorded delivery post or by e-mail to the relevant recipient to be served at that entity's address appearing below:

19.1.1 for the University:-

[INSERT];

19.1.2 for HDR UK Ltd:-

Chief Operating Officer, Health Data Research UK  
Gibbs Building  
215 Euston Road  
London  
NW1 2BE

;

or such other address notified to the other Party from time to time in accordance with these provisions.

19.2 A notice shall have been deemed to have been served as follows:-

- (a) if personally delivered at the time of delivery; or
- (b) if it is duly posted or transmitted by first class recorded delivery post, on the second Business Day after the day of posting; or
- (c) if given by email, at the time of sending the e-mail (except that if an automatic electronic notification is received by the sender within 24 hours after sending the e-mail informing the sender that the e-mail has not been delivered to the recipient or that the recipient is out of the office, that e-mail will be deemed not to have been served).

19.3 In proving such service in person or by delivery it shall be sufficient to prove that personal delivery was made or that the envelope containing such notice was properly addressed as a pre-paid first class recorded delivery letter.

19.4 A consent or approval required to be given by or any notice required to be served by, the University in terms of this Agreement will be validly given or served only if given or served by the [TITLE] of the University or such other person as may be notified by the University from time to time to HDR UK Ltd for these purposes.

19.5 A consent or approval required to be given by, or any notice required to be served by, HDR UK Ltd in terms of this Agreement will be validly given or served only if given or served by the Chairperson of HDR UK Ltd or such other person as may be notified by HDR UK Ltd from time to time to the University for these purposes.

## 20. Termination

### General

20.1 Whilst each Party acknowledges its commitment to the establishment and long-term operation of the Institute and the Site as a strategic partnership, as contemplated by this Agreement, each Party also acknowledges that there may be a need for the other Party to bring the strategic partnership in relation to the Site to an end should that Party's or the Institute's financial position or strategic values/direction change in the future. Accordingly, and without prejudice to any other rights of a Party under this Agreement, the Parties agree that the Agreement may be terminated in accordance with this **clause 20**.

### Cessation of HDR Core Award

20.2 Should HDR UK Ltd decide in its absolute discretion following a Five Year Review, not to award any HDR UK Core Award for the Five Year Period following the expiry of the then current award letter, notice of termination will be deemed to have been given and this Agreement shall terminate upon the later of:-

- 20.2.1 the expiry of the funding period in the then current Five Year Period award letter; and
- 20.2.2 12 months from HDR UK Ltd's decision not to award any such HDR UK Core Award.

#### **Reduction of HDR UK Core Award**

- 20.3 If the HDR UK Core Award is reduced to such an extent that the University is unable to comply with the material terms of this Agreement, in the reasonable opinion of the University or HDR UK Ltd, either Party may (but is under no obligation to) terminate this Agreement on not less than 12 months prior written notice and HDR UK Ltd undertakes to discuss with the University suitable alternative terms commensurate with the level of HDR UK Core Award or other grant funding being provided.

#### **Appointment of Site Director**

- 20.4 If the Parties are unable to agree on the selection of and/or secure the appointment of a Site Director such that the Site has no permanent Site Director for a period of more than 24 months and/or the University fails to appoint or agree the terms of appointment of the Site Director as contemplated in **clause 5.25**, HDR UK Ltd may terminate the Agreement by providing not less than 12 months' written notice to the University and the provisions of **clauses 20.10** and **20.11** will apply upon notice of termination being given.

#### **Breach**

- 20.5 In the event that either Party (for the purposes of this **clause 20.5** the "**Breaching Party**") is in material or repeated and persistent breach of its obligations under this Agreement (and for the avoidance of doubt, a breach by another Site RO of the obligations or requirements applicable to a Site RO under this Agreement, shall be deemed a breach of the University which, in the reasonable opinion of the other Party:
  - 20.5.1 materially and adversely affects, or inhibits, the operation, development or reputation of the Institute; and/or
  - 20.5.2 materially limits the ability of a Party to perform its obligations under this Agreement,

the other Party (for the purposes of this **clause 20.5** the "**Notifying Party**") may provide written notice (which notice shall be in writing and in accordance with **clause 19**, and shall set out the nature and extent of the breach) to the Breaching Party. As soon as is reasonably practicable after such notice is provided, the Parties shall meet to discuss and, if possible, agree, in good faith a remedy to the breach. If the breach is not capable of remedy, a remedy acceptable to the Notifying Party (acting reasonably) is not agreed within 40 Business Days of the date the notice was provided, or, where such remedy is agreed, the Breaching Party has failed to remedy such breach as soon as reasonably practicable and in any event within 40 Business Days of the remedial action being agreed by the Parties, the Notifying Party shall be entitled to terminate the Agreement with immediate effect by providing written notice to that effect.

- 20.6 **Termination on notice**

This Agreement may be terminated by either Party at any time by a Party providing not less than 12 months' notice in writing to the other Party.

#### **Mutual termination**

- 20.7 Notwithstanding the foregoing provisions of this **clause 20**, this Agreement may be terminated by the prior written agreement of both of the Parties, without prejudice to the other provisions of this Agreement. Either Party shall be entitled to discuss with the other Party whether this Agreement ought to be terminated or varied to any extent to reflect any

changes occurring after the Effective Date, in circumstances where the financial sustainability of the Institute may be questionable or in doubt.

### **Consequences of Termination**

- 20.8 HDR UK Ltd agrees that subject always to **clause 20.11** and without prejudice to the right of HDR UK Ltd to impose sanctions on the University pursuant to HDR UK Ltd's standard terms and conditions of core funding, on termination of this Agreement the University shall not be obliged to repay to HDR UK Ltd any grants, funding, awards or other moneys actually paid by HDR UK Ltd to the University under the terms of this Agreement during the Term and nor shall HDR UK Ltd subject always to **clause 20.11**, be obliged to make any further grants, funding or awards to the University for the purposes of the Site in any case in respect of any period on or after termination of this Agreement and any then current award letter shall terminate on this basis and on the same date as this Agreement terminates. The University shall, on and following termination of this Agreement, retain responsibility for managing any Site Staff, space or facilities of the Institute that are no longer needed for the activities of the Site.
- 20.9 Subject to **clause 20.8**, termination of this Agreement howsoever arising shall not affect or prejudice the accrued rights of the Parties under this Agreement or the Award Letter or any Subsequent Award letter as at the date of termination or the continuation of any provision expressly stated to survive or implicitly surviving termination, including the provisions of **clauses 20.10.6, 20.13.2, and 23.1** of this Agreement.
- 20.10 Upon notice being given (or deemed to have been given pursuant to **clause 20.2**) to terminate this Agreement, other than in the case of termination by HDR UK Ltd in accordance with **clause 20.5**, (the date such notice is served being for the purposes of this **clause 20.10** and **clause 20.11** the "**Wind Down Commencement Date**"), each Party will fully cooperate with the other to subject to **clause 20.14**:-
- 20.10.1 seek to ensure an orderly wind down of the Site or a smooth transition in accordance with **clause 20.10.3**, in each case within 12 months of the Wind Down Commencement Date and, so far as possible, completion of their respective obligations under this Agreement;
- 20.10.2 ensure the orderly closure of programmes and the wind down of associated activity or a smooth transition in accordance with **clause 20.10.3** in either case within 12 months of the Wind Down Commencement Date or, where a programme is to retain the support of HDR UK Ltd, agree suitable alternative funding terms and conditions for that programme to take effect as soon as reasonably practicable and in any event no later than the anniversary of the Wind Down Commencement Date;
- 20.10.3 where appropriate, seek to ensure a smooth transition from the funding and governance structures and relationships set out in this Agreement to an alternative funding and governance structure which shall allow HDR UK Ltd and/or a Site RO and/or any Funders to provide (at their discretion) financial and other support to high-quality research programmes or individuals associated with the Site which may include the Institute funded research and activities (or any of them) transferring to a successor host institution, such arrangement to be discussed between the Parties in good faith;
- 20.10.4 use all reasonable endeavours to mitigate the cost of such wind down or transition but any financial expenditure by HDR UK Ltd being at its discretion);
- 20.10.5 discuss in good faith, the ongoing utilisation and preservation of any research data, materials or assets of the Site;
- 20.10.6 in the case of the University, grant such licences, or procure the grant of licences by other Site ROs (including non-exclusive academic research licenses) as HDR UK Ltd may reasonably request to secure the ongoing use and dissemination of the Foreground IPR, Foreground Materials and Site RO Technology, including

where necessary licences to use Background IPR, in each case for nil (or nominal) consideration for the purposes of non-commercial research save to the extent the licensing of such Foreground IPR and/or Foreground Materials and/or Site Technology would breach any commercial licences of the said Foreground IPR, Foreground Materials or Site RO Technology;

and the provisions of **clause 20.11** shall apply in relation to the funding of the Site during the wind down period contemplated above (such period not to exceed 12 months from the Wind Down Commencement Date unless otherwise agreed between the Parties in writing) (for the purposes of **clauses 20.11, 20.12 and 20.13**, "the **Transitional Period**").

20.11 Upon notice being given (or deemed to be given pursuant to **clause 20.2**) to terminate this Agreement, other than in the case of termination by HDR UK Ltd in accordance with **clause 20.5**, HDR UK Ltd shall, unless the Parties agree otherwise and subject always to **clause 20.14**, either:-

- (a) continue to provide the HDR UK Core Award in accordance with the payment profile for the Transitional Period as would otherwise have been paid had such termination notice not been given; or,
- (b) in the case of a Transitional Period straddling the end of a Five Year Period, provide the HDR UK Core Award in accordance with the payment profile until the end of the Five Year Period and thereafter, provide such additional funding as shall be agreed between the Parties (such agreement not to be unreasonably delayed) to enable the University to meet the costs identified in **clause 20.11.1** but such that the total funding during the Transitional Period does not exceed the annual profiled payments in the preceding 12 month period;

(for the purposes of clauses **20.11** and **20.12**, "the **Transitional Funding**") and the Parties agree that:-

20.11.1 such Transitional Funding may be applied:-

- 20.11.1.1 in discharging the existing commitments of the Site, it being acknowledged that such activities will be wound down in accordance with **clause 20.10** unless otherwise agreed between the Parties;
- 20.11.1.2 in the case of termination pursuant to **clauses 4.20, 4.21.2, 4.37.2** and this **clause 20** (other than in the case of a termination notice given by HDR UK Ltd in accordance with **clause 20.5**) or a termination notice given by the University pursuant to **clause 20.6** which in turn leads to closure of the Site, in meeting, subject always to **clause 4.33**, the cost of Site staff redundancies, in each case if and to the extent effected lawfully and following a fair and reasonable procedure; and
- 20.11.1.3 in the case of termination pursuant to **clauses 4.20, 4.21.2, 4.37.2** and this **clause 20** (other than in the case of a termination notice given by HDR UK Ltd in accordance with **clause 20.5**) or a termination notice given by the University pursuant to **clause 20.6** which in turn leads to closure of the Site, in meeting such other one-off costs resulting directly from the consequential termination of Site contracts, as are reasonable and necessary and approved by HDR UK Ltd (such approval not to be unreasonably withheld or delayed),

and the University shall ensure that in relation to all students funded from the HDR UK Core Award, the Transitional Funding shall be applied in funding the completion of their studies;

- 20.11.2 a satisfactory outcome for both Parties would be the conclusion of the Site's scientific objectives during the Transitional Period; and
- 20.11.3 at the end of the Transitional Period, the University will report to HDR UK Ltd in the usual way on the aggregated actual costs incurred by the University in relation to Site during the Transitional Period and contemplated in **clauses 20.11.1** and **20.11.2** above, and:
  - 20.11.3.1 where those aggregated actual costs exceed the Transitional Funding, HDR UK Ltd shall have no further obligation or liability to meet such surplus costs; and
  - 20.11.3.2 where those aggregated actual costs are less than the Transitional Funding, the reconciliation and reimbursement payments will be made in accordance with Institute procedures and in line with the Terms and Conditions of Funding.
- 20.12 Upon notice being given to terminate this Agreement by a Party pursuant to **clause 20.6**, the provisions of **clause 20.11** will apply save that, unless expressly stated otherwise in this Agreement:
  - 20.12.1 where notice to terminate has been given by the University no Transitional Funding shall be applied in discharging the following costs, which costs will instead be met by the University:
    - 20.12.1.1 the cost of Site Staff redundancies; and
    - 20.12.1.2 one-off costs resulting directly from the consequential termination of contracts relevant to the operation of the Site; and
  - 20.12.2 where notice to terminate is given by HDR UK Ltd and there is insufficient Transitional Funding to cover the Site closure costs, HDR UK Ltd shall meet:
    - 20.12.2.1 the cost of Site Staff redundancies and the provisions of **clause 4.33** shall apply in relation to such redundancies;
    - 20.12.2.2 one-off costs resulting directly from the consequential termination of contacts relevant to the operation of the Site; and
    - 20.12.2.3 such other termination or closure costs as HDR UK Ltd considers reasonable in the circumstances,

but only to the extent not met by the Transitional Funding and subject to the aggregate of any amounts payable or incurred by HDR UK Ltd under this clause not exceeding the lesser of (i) £250,000 and (ii) the amount of the total cash resources of HDR UK Ltd during the Transitional Period available to meet such costs taking into account its other obligations, actual or contingent.
- 20.13 Upon notice being given to terminate this Agreement by HDR UK Ltd in accordance with **clause 20.5** and subject always to **clause 20.14**:-
  - 20.13.1 the University shall seek to ensure:-
    - 20.13.1.1 an orderly wind down of the Site or a smooth transition in accordance with **clause 20.13.1.4** as soon as reasonably practicable following termination including, so far as possible, completing its obligations under this Agreement;
    - 20.13.1.2 completion of any redundancy procedures, with any obligations for redundancy payments being met by the University or the relevant Site RO;

- 20.13.1.3 the orderly closure of programmes and the wind down of associated activity or a smooth transition of the same as soon as reasonably practicable in accordance with **clause 20.13.1.4** and where a programme is to retain the support of HDR UK Ltd, agree suitable alternative funding terms and conditions for that programme to take effect as soon as reasonably practicable; and
- 20.13.1.4 where appropriate (in the view of the University), the smooth transition from the funding and governance structures and relationships set out in this Agreement to an alternative funding and governance structure which shall allow a Site RO or HDR UK Ltd or any of the Funders to provide (at its discretion) financial and other support to high-quality research programmes or individuals associated with the Site which may include the Institute funded research and activities (or any of them) transferring to a successor host institution,

such arrangement to be discussed between the Parties in good faith;

- 20.13.2 in the case of the University, grant such licences, or procure the grant of licences by other Site ROs (including non-exclusive academic research licenses) as HDR UK Ltd may reasonably request to secure the ongoing use and dissemination of the Foreground IPR, Foreground Materials and Site RO Technology, including where necessary licences to use Background IPR, in each case for nil (or nominal) consideration for the purposes of non-commercial research save to the extent the licensing of such Foreground IPR and/or Foreground Materials and/or Site Technology would breach any commercial licences of the said Foreground IPR, Foreground Materials or Site RO Technology;
- 20.13.3 the University shall comply with any other reasonable instructions given by HDR UK Ltd with regards to the wind down or smooth transition of the Site; and
- 20.13.4 the obligation of HDR UK Ltd to meet any claims under the HDR UK Core Award shall cease on termination of this Agreement save that HDR UK Ltd may, in its absolute discretion, agree to provide funding (at a level determined by HDR UK Ltd) to support the science and research and other Institute activities of the Site during the wind down or the Transitional Period.
- 20.14 In the event that a Party serves notice to terminate this Agreement, HDR UK Ltd may determine, prior to the end of the Transition Period that rather than terminate the Agreement, the Agreement be novated to another Site RO which will assume the role of Co-ordinating RO for the Site from the effective date of the novation. Should HDR UK Ltd so determine, the University will act in good faith to ensure the smooth transition of the University's activities to the successor Site RO and in negotiating and effecting the terms of such novation, it being recognised that the University shall not be required to incur additional liabilities by virtue only of such novation unless such liabilities have been agreed to be funded by HDR UK Ltd or the successor Site RO.
- 20.15 To the extent HDR UK Ltd has a right to terminate this Agreement pursuant to **clause 20.5** by virtue of a material breach by another Site RO (rather than the University), instead of serving a notice to terminate this Agreement HDR UK Ltd may instead withdraw its designation of the defaulting Site RO as an Associate RO, in which event the University will have 12 months in which to secure the removal of the Site RO from the activities of the Site and procure that the provisions of **clause 20.13** shall pari passu apply to the wind down of activities of the relevant Site RO.

## 21. **Limitation of Liability**

- 21.1 The aggregate liability of each Party arising out of or in connection with this Agreement (but disregarding the University's liabilities to Site Employees), whether in contract, tort, misrepresentation, restitution, under statute or otherwise, including (without limitation) any liability under an indemnity contained in this Agreement and/or arising from a breach

of, or a failure to perform or defect or delay in performance of, any of a Party's obligations under this Agreement, in each case howsoever caused including (without limitation) if caused by negligence or if caused by a deliberate and/or repudiatory breach by that Party, will be limited:-

21.1.1 in the case of the University, to the sum of £250,000;

21.1.2 in the case of HDR UK Ltd, to the sum of £250,000.

For the avoidance of doubt, such limitation does not limit the obligations of HDR UK Ltd to pay the HDR UK Core Award.

21.2 None of the Parties excludes or limits liability to the other Party for (i) death or personal injury caused by the negligence of such Party or its agents acting within the scope of their duties or (ii) fraud or any liability that cannot, by operation of law (whether common, statute or otherwise) be limited or excluded.

21.3 Subject always to **clause 21.1**, none of the Parties shall be liable in contract, tort (including negligence) or otherwise arising out of or in connection with this Agreement for:

21.3.1 any economic loss (including loss of revenues, profits, contracts, data, business or anticipated savings or profits);

21.3.2 any loss of goodwill or reputation; or

21.3.3 any special, indirect or consequential losses or damage,

in any case, whether or not such losses were within the contemplation of the Parties or whether one Party made the other Parties, as relevant, aware thereof prior to or at the date of this Agreement.

## 22. **Freedom of Information**

22.1 HDR UK Ltd acknowledges that the University is a public authority for the purposes of the FOI Legislation and HDR UK Ltd is not, at the date of the Agreement, subject to the FOI Legislation, but that it may subsequently become a public authority under the FOIA and EIR (for the purposes of this **clause 22**, a "**Public Authority**").

22.2 Each Party agrees that should it receive a valid request for information under the FOI Legislation (for the purposes of this **clause 22**, a "**Request for Information**") as a Public Authority to disclose any Confidential Information, it shall:

22.2.1 notify the Party whose Confidential Information is the subject of the Request for Information as soon as reasonably practicable and in any event, within five Business days, confirming what Confidential Information of theirs has been requested (for the purposes of this **clause 22**, "**Notification**"); and

22.2.2 give the other Party as relevant, in receipt of a Notification five (5) Business Days in which it may make any representations or express any objection to the disclosure of the Confidential Information to the Public Authority handling the Request for Information, provided always that such representations must be received no less than three (3) Business Days before the statutory deadline for any response; and

22.2.3 consider representations received pursuant to **clause 22.2.2** as part of making any decisions regarding the disclosure of any Confidential Information under the FOI Legislation.

22.3 It is acknowledged by the Parties that the Public Authority in receipt of the Request for Information shall in each case be responsible for determining at its absolute discretion whether any information (including any Confidential Information and whether or not commercially sensitive) is exempt or subject to any exemption and/or exception from

disclosure in accordance with the relevant provisions of the FOI Legislation or is to be disclosed in response to a Request for Information.

23. **Audit rights**

23.1 The University agrees that, during the Term and for one year (or if longer to the end of their next financial year) thereafter, HDR UK Ltd and/or any of the Funders shall be entitled to audit any of the Site RO's operations.

24. **Governing Law and Jurisdiction**

24.1 This Agreement and any non-contractual obligations arising out of or in connection with this Agreement will be governed by English Law.

24.2 Save as otherwise expressly provided herein and subject to **clause 18**, the Courts of England will have exclusive jurisdiction to settle any dispute which arises out of or in connection with this Agreement or any non-contractual obligations. The Parties irrevocably agree to submit to that jurisdiction.

Signed on behalf of the Parties on the date stated at the beginning of this Agreement.

EXECUTED for and on behalf of the **UK HDR UK LTD** by

.....

**Director**

EXECUTED for and on behalf of  
**[NAME]**  
by

.....

**Authorised Signatory**

# **SCHEDULE 1**

## **The Financial Plan**

## **SCHEDULE 2**

### **Duties and Responsibilities of the Site Director**

1. The Site Director will be required to:

#### **1.1 Leadership**

- 1.1.1 Provide leadership, motivation and direction for the scientific programmes of the Site so as to maximise high-quality scientific delivery, output and outcomes.
- 1.1.2 Deliver the Institute vision within the Site to ensure maximal impact for the Institute investment.
- 1.1.3 Participate fully in strategic and quinquennial scientific reviews of the Site and the implementation of outcomes. Ensure the effective resourcing of the research programmes within delegated authority.
- 1.1.4 Drive collaborative activities of benefit to the Institute's mission.
- 1.1.5 Promote and implement the opportunities for technology transfer and translation of research.
- 1.1.6 Promote the Institute's key role in UK and international data research to the general public to inspire effective engagement and participation in research.
- 1.1.7 Support and represent the broader corporate interests of the HDR UK Ltd and the Funders, and in particular embed those organisations' core values within the Site, in terms of promoting scientific and methodological excellence, supporting long-term and cross-disciplinary science, promoting open science and effective public engagement.

#### **1.2 Resource management**

- 1.2.1 Plan and manage all resources including staff, finance, capital assets and management information systems, in an effective and efficient manner, ensuring adherence to Institute policies and security of assets and records.
- 1.2.2 Manage the Site's budget to ensure that capital and resource funds deliver value for money, and implement agreed efficiency improvement programmes.
- 1.2.3 Manage the Site in accordance with relevant health and safety legislation, relevant Institute Policies and the Relevant RO's health and safety policies and guidelines.
- 1.2.4 Seek opportunities for external funding (including giving support to Principal Investigators to do the same) provided they are consistent with the Institute's scientific strategy.
- 1.2.5 Take all necessary steps to protect the Institute's Intellectual Property Rights.

#### **1.3 Staff development**

- 1.3.1 Work closely with the Institute Director and other Substantive Site Directors and Associate Directors to ensure joined up leadership and direction for the Institute.
- 1.3.2 Ensure that Institute and programme leaders and other direct reports have a clear statement and understanding of their areas of responsibility and accountability.
- 1.3.3 Provide a high quality training and development environment in the Site.
- 1.3.4 To lead and promote 'Equality, Diversity and Inclusion' activities which will provide a diverse workforce, a commitment to 'Women in Science' and fairness.
- 1.3.5 Provide an effective and regular process for staff communication and consultation across all levels within the Site.

#### 1.4 **Governance and risk management**

- 1.4.1 Ensure compliance with corporate reporting requirements. This includes provision of up-to-date information on current research programmes and on research outputs and achievements.
- 1.4.2 Assess, prioritise and manage the risks inherent within the operation of the Site and the strategic framework set by the Institute. Implement appropriate action to the extent within his delegated authority where weak controls and risks are identified, for example, through audit reports.

#### 1.5 **Corporate citizenship**

- 1.5.1 Promote and maintain the standards set out in the Institute's Code of Conduct; ensure that this is communicated to and fully understood by all Site Staff.
- 1.5.2 Ensure that the Site's research fully meets current ethical standards, and adheres to guidelines from the University, and HDR UK Ltd and other bodies on ethics and good research practice.
- 1.5.3 Identify and seek to manage conflicts of interest which may arise in any aspect of the Site's activities.
- 1.5.4 Ensure that any personal external interests and activities that may present a potential conflict of interest to HDR UK Ltd or any of the Funders are reported to and resolved by the Institute Director.

#### 1.6 **External relationships**

- 1.6.1 Promote, through the research of the Site and through the management of its external relations, HDR UK Ltd or any of the Funders objectives relating to public communications and international relations.
- 1.6.2 Maintain effective relationships with the University and other key stakeholders locally and nationally.

# **SCHEDULE 3**

## **Intellectual Property**

### **Part 1**

#### **HDR UK Brands**

Health Data Research UK

HDR UK

HDR UK Ltd

**Part 2**

**HDR UK Brand and Communication Policy**

**Part 3**

**HDR UK Brand Templates**

## **SCHEDULE 4**

### **Leveraged Resources**

[Insert details of leveraged resources as per bid]

## **APPENDIX 4**

### **Award Letter**

## **APPENDIX 2**

### **HDR UK Ltd Terms and Conditions of Funding**