

GROWING KENT & MEDWAY INNOVATION VOUCHER LEGAL AGREEMENT (ROUND 2)

This Agreement with Number _____

Is made between:

NIAB, a charity and private limited company by guarantee registered in England (no. 03395389) whose registered office is at 93 Lawrence Weaver Road, Cambridge, CB3 0LE, the lead party in GKM, "**NIAB/ the Funder**";

And

Note - select one of the organisations for each application and strike out those not needed)

University of Greenwich, a charity and company limited by guarantee, registered in England (reg. no. 986729) whose registered office is at Old Royal Naval College, Park Row, Greenwich, London SE10 9LS (the "**Research Provider**"); OR

University of Kent, an independent corporation with charitable status (No. RC000656) whose administrative offices are at The Registry, Canterbury, CT2 7NZ, United Kingdom (the "**Research Provider**"); OR

NIAB, a charity and private limited company by guarantee registered in England (no. 03395389) whose registered office is at 93 Lawrence Weaver Road, Cambridge, CB3 0LE, (the "**Research Provider**");

and

[insert details] (Company No. [insert details]) having its principal place of business at [insert details] (the "**Company**").

For the purposes of this Agreement the "**Parties**" means the Company and the Research Provider and "**Party**" shall be construed accordingly;

For the purposes of this Agreement the "**Signatories**" means the NIAB/ the Funder, the Company and the Research Provider and "**Signatory**" shall be construed accordingly;

WHEREAS

- A. The Company on behalf of the **Parties** has applied to the Growing Kent & Medway Project ("**GKM**") for an Innovation Voucher to carry out some Research, and which application has been successful;
- B. **NIAB/ the Funder** has received grant funding from UKRI as part of Strength In Places Funding and as the lead party in GKM, NIAB/ the Funder will be responsible for and administer this Innovation Voucher Scheme;
- C. **NIAB/ the Funder** on behalf of GKM are providing a 50% contribution towards the Project Costs which is a VAT inclusive (if applicable) cash sum of up to a maximum of [insert sum in words] Pounds (£[insert sum in figures]) Sterling (the "**GKM Contribution**"), payable to the Research Provider;

- D. The Company is expected to contribute 50% of the Project Costs either in kind and/ or in cash, the cash element not including any element of European funding or public funding (the “**Company Contribution**”); and
- E. The Parties agree the Project shall be carried out on the terms and conditions set out below.

WHEREBY IT IS AGREED AS FOLLOWS

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, unless the context otherwise require or permits:-

“**Academic Publication**” means the publication of an abstract, article or paper in a journal or electronic repository, or its presentation at a conference or seminar;

“**Affiliates**” means any entity directly or indirectly controlling or controlled by or in common control with such entity, where "control" is defined as the ownership of at least fifty percent (50%) of the equity or beneficial interests of such entity, or the right to vote for or appoint a majority of the board of directors or other governing body of such entity;

“**Agreement**” means the GKM Innovation Voucher Legal Agreement, which comprises this Agreement and attached Schedule (Part 1 and Part 2);

“**Application**” means the application form for the GKM Innovation Voucher Scheme completed by the Parties and forming Part 1 of the Schedule to this Agreement.

“**Background IP**” means all Intellectual Property, information, data, software and materials belonging to a Party that are provided by that Party to the other for use in the Project (whether before or after the date of this Agreement), and including, but not limited to such Background IP as is set out in the Application but not, for the avoidance of doubt, the Foreground IP.

“**Confidential Information**” means each Parties confidential information disclosed by that Party to the other for use in the Project and whether or not identified as confidential before or at the time of disclosure, the other Party’s Background IP and any Foreground IP owned by it.

“**Data**” means information collected and/or used for the purposes of the Research, which can be processed manually, electronically or by other means;

“**Data Protection Legislation**” means the UK Data Protection Legislation and any other relevant and applicable European Union legislation (such as GDPR) relating to Personal Data and all other legislation and regulatory requirements in force from time to time which apply to a Party relating to the use of Personal Data;

“**Data Sharing Agreement**” means an agreement dated 27 January 2022 signed between NIAB, University of Greenwich, University of Kent and Locate in Kent Limited where each organisation is a Controller in relation to Personal Data processed for the purposes of the GKM project;

“EU State Aid Rules” means the law embodied in Article 107- 109 of section 2, Title VII of the Common Rules on Competition, Taxation and Approximation of Laws – Consolidated Versions of the Treaty on European Union and the Treaty for the Functioning of the European Union;

"Foreground IP" means all Intellectual Property, information, data, software and materials identified, created or first reduced to practice or writing in the course of the Project.

“GDPR” means REGULATION (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC;

“GKM” means the Growing Kent & Medway Project managed by NIAB receiving grant funding from UKRI, otherwise referred to as the SIPF Project;

"Intellectual Property" means any patents, trademarks, registered designs, copyright, unregistered design right, database right or semi-conductor topography right including the rights to apply for the same and for any renewals of such rights, rights in and to trade or business names, Know-how or Confidential Information, and any similar or analogous rights or forms of protection in any part of the world;

“Know-how” means technical information (including, without limitation, information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions) that is not in the public domain and that is not the subject of a patent application;

“NIAB” means the research organisation to which the SIPF grant funding is assigned which has overall responsibility for the leadership of the GKM Project and for the overall management of the research and innovation activities funded by the SIPF grant; responsible for the administration of the GKM Innovation Voucher Scheme;

"Project" means the Research together with the Results;

“Project Costs” means the total cost of the Research, comprising inputs from both the Research Provider and the Company;

“Project Period” means the period described in clause 2.3;

"Research" means the scope of work specified in the Application;

“Research Purposes” means any purpose within the scope of work specified in the Application except commercialisation, i.e. licensing for value or sale for value;

"Results" means any Data, or information or other material generated by or as a result of the Research;

“Service Delivery Agreement” means an agreement dated 25 January 2020 signed between the University of Greenwich/ University of Kent and NIAB for the delivery of services (research and innovation activities) within the GKM project, recognising these organisations are grant drawing partners in the GKM project;

“**SPIF Project**” means the Growing Kent & Medway Project managed by NIAB receiving grant funding from UKRI;

“**Subsidy Control Rules**” means the UK Subsidy Control Act 2022;

“**Third Party**” means any person/ organisation to which the Research Provider passes on any of the GKM Contribution;

“**UKRI**” means the organisation providing the Strength In Places Funding delivered by Research England in collaboration with Innovate UK;

- 1.2. The headings in this Agreement are included for convenience only and shall be ignored in construing this Agreement.
- 1.3. The Schedule shall form part of this Agreement and shall have the same force and effect as if set out in the body of this Agreement and references to this Agreement include the Schedule.

2. THE PROJECT

- 2.1. In consideration of the Company fulfilling its obligations set out hereunder the Research Provider will use reasonable endeavours to undertake the Project. The Research Provider and the Company will work together in order to complete the Project as set out in the Application.
- 2.2. The Company contribution (staff time materials, access to facilities et cetera) will be provided according to the information in the Application.
- 2.3. The Project shall start on [insert details] “**Start Date**” and this Agreement shall take effect on that date and shall continue in force until [insert details] “**End Date**” unless terminated earlier in accordance with clause 12 of this Agreement or extended in writing by the Signatories.
- 2.4. The Parties shall provide interim reports as reasonably required by NIAB/ the Funder on any aspect of the Project where set out in the Application or otherwise agreed between the Signatories in writing.
- 2.5. Interim reports shall be in a form and otherwise in compliance with the guidance notes issued by NIAB/ the Funder as amended from time to time and shall detail all Data, methods, Results and provisional conclusions together with management information and any other information relating to the Project.
- 2.6. The Research Provider shall provide a draft final report on the Project within 14 days of the End Date or the date of termination of this Agreement. The draft final report shall be in a form which is in compliance with the guidance notes issued by NIAB/ the Funder as amended from time to time and shall include the Data, methods, Results and final conclusions together with management information and any other information relating to the Project up to the End Date.

3. PAYMENT

- 3.1. Payment to the Research Provider will be made by NIAB in accordance with the terms and conditions agreed in the Service Delivery Agreement, as amended from time to time;
- 3.2. The Company shall pay the Research Provider the cash contribution of [insert sum in words] Pounds (£[insert sum in figures]) Sterling which shall be paid by electronic transfer into the Research Provider's bank account, details of which are set out in Part 2 of the Schedule, and in accordance with the invoice schedule set out in Part 2 of the Schedule. The Research Provider shall provide the Company with appropriate invoices prior to each payment date. The Company will pay all invoices received from the Research Provider within thirty (30) days of the date of the invoice.

All sums payable by the Company under this Agreement are expressed exclusive of any Value Added Tax which may be due thereon and for which the Company shall be additionally liable.

- 3.3. The Company will keep records of their own expenditure on activities within the Project and retain complete accounting information relating to the Project for a period of six years after the End Date.
- 3.4. The Research Provider will keep records of their own expenditure on activities within the Project and retain complete accounting information relating to the Project, including expenditure on Third Parties, for the period set out in the Service Delivery Agreement.

4. PERSONNEL

- 4.1. The Project will be managed by [insert details] of the Research Provider or such other member(s) of staff as the Parties shall mutually agree.
- 4.2. The Research Provider shall ensure that any individuals employed by or having a contract for services with the Research Provider (including Third Parties) relating to this Agreement shall comply with the terms of this Agreement.

5. OWNERSHIP OF BACKGROUND IP

- 5.1. All Background IP used in connection with the Project shall remain the property of the Party providing such Background IP (or, where applicable, the third party from whom its right to use the Background IP has derived).
- 5.2. Subject to any third party rights, each Party grants the other a royalty-free, non-exclusive licence to use its Background IP for the purpose of carrying out the Project, but for no other purpose.
- 5.3. In the event that the Company needs the Research Provider's Background IP in order to use and exploit the Foreground IP in accordance with the terms of this Agreement, the Research Provider shall, where free and able to do so, grant the Company a non-exclusive licence for such use of its Background IP, subject to the agreement of reasonable terms and conditions between the Parties.

6. OWNERSHIP OF FOREGROUND IP

[Note – select one of the two options presented and strike through the unused option]

- 6.1. Foreground IP shall be owned by the Company.

- 6.2. The Company hereby grants the Research Provider a perpetual, irrevocable, worldwide non-exclusive royalty free licence to use the Foreground IP only for the Research Purposes and the purposes of academic research, teaching and collaboration, including any collaboration with third parties, provided that such third parties are not granted any rights to exploit the Foreground IP and further provided that Company's Know-How and/or Confidential Information are not provided to any such third parties.
- 6.3. The Party owning the Foreground IP shall make all decisions on whether such Foreground IP should be protected by patent or other intellectual property protection. The costs of filing and protection of such patent application(s) or other protection shall be paid by the owning Party unless the Parties agree otherwise. The Parties shall discuss any such protection that should be sought and shall use reasonable endeavours to reach agreement in relation thereto.

OR

- 6.1 Foreground IP shall be owned by the Research Provider.
- 6.2 The Research Provider hereby grants to the Company a perpetual, irrevocable, worldwide non-exclusive royalty-free licence to use and exploit the Foreground IP for Research Purposes only, without the right to sub-license.
- 6.3 In the event the Company wishes to exploit the Foreground IP for other purposes, the Company and Research Provider shall negotiate and agree suitable terms between them for this purpose.
- 6.4 The Party owning the Foreground IP shall make all decisions on whether such Foreground IP should be protected by patent or other intellectual property protection. The costs of filing and protection of such patent application(s) or other protection shall be paid by the owning Party unless the Parties agree otherwise. The Parties shall discuss any such protection that should be sought and shall use reasonable endeavours to reach agreement in relation thereto.

7. CONFIDENTIALITY

- 7.1. Any Confidential Information will not without prior written consent of the providing Party or as otherwise provided under this Agreement be used, published or disclosed.
- 7.2. The foregoing obligations shall not apply, or shall cease to apply, to such Confidential Information as the receiving Party can show to the reasonable satisfaction of the disclosing Party:
 - 7.2.1. has become public knowledge other than through any fault of the receiving Party;
 - 7.2.2. was already known to the receiving Party prior to disclosure by the disclosing Party;
 - 7.2.3. was independently developed by the receiving Party without recourse to or use of any Confidential Information;
 - 7.2.4. has been received by the receiving Party from a third party who did not acquire it in confidence from the disclosing Party, or someone owing a duty of confidence to the disclosing Party; or

- 7.2.5. the receiving Party is required to disclose by law or by a requirement of a regulatory body.
- 7.3. Notwithstanding clause 7.1 and 7.2, the Parties acknowledge that they may be subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (the “**Request**”).
- 7.4. The Parties shall facilitate each other's compliance with their “Information” disclosure requirements pursuant to the same and shall assist each other with their FOIA obligations. In addition they will notify NIAB/ the Funder within two business days if such a request is made, as NIAB/ the Funder has FOIA obligations under the GKM project. For the purpose of this clause, only "Information" has the meaning given under section 84 of the FOIA.

8. PUBLICATION

- 8.1. The Company acknowledge that the Research Provider is required by their funders to demonstrate their impact on society and agrees to provide to the Research Partner any information which that Party reasonably requests in order to allow it to demonstrate that impact provided that, under or pursuant to this clause: the Research Partner will not be entitled to receive or disclose any other Party’s Confidential Information or any information which identifies or allows any living individual to be identified and the information requested and disclosed under or pursuant to this clause will be general in nature.
- 8.2. Publication of Results will be by written agreement between the Company and the Research Provider.
- 8.3. Thereafter the Research Provider will publish in accordance with normal academic practice and UKRI’s policy on Open Access. This Academic Publication may proceed, except where it relies on another Parties Background IP which is that Party’s Confidential Information and which cannot be published unless that Party has given its prior written consent to that publication.
- 8.4. Both Parties consent to non-confidential information from the Application and the Project being used to promote the activities and impacts of the GKM Project.
- 8.5. Both Parties acknowledge that all forms of media communication, including media appearances, press releases and conferences, must acknowledge the support received from GKM and NIAB/ the Funder will provide further guidance where appropriate.

9. LIABILITY

- 9.1. The Research Provider shall use reasonable endeavours to ensure the accuracy of the work performed and any information given but the Research Provider makes no warranty, express or implied, as to accuracy and accepts no responsibility for any use by the Company of the Research Provider-owned Background IP or any use of the Foreground IP, nor for any reliance placed by the Company on the Research Provider-owned Background IP or any reliance on the Foreground IP, nor for advice or information given in connection with the Project. All implied terms, conditions and warranties are hereby excluded to the maximum extent permitted by law. Any use of the Research

Provider-owned Background IP or any use of the Foreground IP by the Company shall be at the Company's sole risk.

9.2. The Company will indemnify the Research Provider and keep it fully and effectively indemnified against each and every claim made against the Research Provider as a result of the Company's use of any of the Research Provider-owned Background IP or any use of the Foreground IP in breach of the terms of this Agreement provided that the Research Provider must:

9.2.1. promptly notify the Company of details of the claim;

9.2.2. not make any admission in relation to the claim;

9.2.3. allow the Company to have the conduct of the defence or settlement of the claim; and

9.2.4. give the Company all reasonable assistance (at the Company's expense) in dealing with the claim.

This indemnity does not apply to the extent that any claim arises as a result of the Research Provider's negligence or deliberate breach of this Agreement.

9.3. Nothing in this Agreement limits or excludes either Party's liability for

- a. death or personal injury caused by any negligence;
- b. any fraud or any sort of liability that by law cannot be limited or excluded; or
- c. any loss or damage caused by a deliberate breach of this Agreement.

9.4. Subject to clause 9.3, the liability of each Party to the other Party for any breach of this Agreement, any negligence or arising in any other way out of the subject matter of this Agreement, the Project and the Results, will not extend to any indirect damages or losses; or any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity, whether direct or indirect. Even, in each case, if the Party bringing the claim has advised the other of the possibility of those losses, or even if they were within the other Party's contemplation.

9.5. Subject to clause 9.3 and 9.4, the Company will indemnify the Research Provider and keep it fully and effectively indemnified against any loss which the Research Provider may incur as a result of the Company having provided inaccurate or incorrect information in the Application. In such cases, the Company shall be liable to pay to the Research Provider a sum equal to the GKM Contribution with such sum due for payment immediately.

10. USE OF RESEARCH PROVIDER AND COMPANY NAME

10.1 The Company shall not use the Research Provider's name in connection with the work undertaken under this Agreement without the express prior written consent of the Research Provider which shall be sought on each occasion. Such consent shall not be unreasonably withheld.

10.2 The Research Provider's shall not use the Company's name in connection with the work undertaken under this Agreement without the prior express written consent of the Company which shall be sought on each occasion. Such consent shall not be unreasonably withheld.

11. FORCE MAJEURE

- 11.1. Except for payment of money due, a Party shall not be liable for failure to perform its obligations under this Agreement, nor be liable to any claim for compensation or damage, nor be deemed to be in breach of this Agreement, if such failure arises from an occurrence or circumstances beyond the reasonable control of that Party.
- 11.2. If a Party affected by such an occurrence causes a delay of three months or more, and if such delay may reasonably be anticipated to continue, then the other Party shall give that Party notice treating it as having withdrawn from the Agreement and the provisions of clause 12 will apply.

12. TERMINATION

- 12.1. Either Party may terminate this Agreement with immediate effect by notice in writing to the other Party (the "Breaching Party") in the event of the Breaching Party committing a material breach of this Agreement, which if the breach is capable of remedy the Breaching Party has failed to remedy within thirty (30) days after receipt of notice in writing. NIAB/ the Funder shall be notified of such a breach.
- 12.2. The Research Provider may terminate this Agreement with immediate effect by notice in writing to the Company in the event that any information provided by the Company in the Application is discovered to be inaccurate or incorrect. In this case, the Company shall be liable to pay to the Research Provider a sum equal to the GKM Contribution with such sum due for payment immediately as per Clause 9.5.
- 12.3. In the event of termination, the Research Provider shall be reimbursed by the Company for all expenses properly incurred on the Project, including expenses falling due for payment after the date of termination which arise from commitments reasonably and necessarily incurred by the Research Provider for the performance of the Project.
- 12.4. NIAB/ the Funder may terminate this Agreement with immediate effect in accordance with clause 12.1, the failure of the Parties to provide any of the information required in clause 2, the reasonable suspicion of fraud involving the Parties, and where there is a failure to maintain satisfactory progress on the Project.
- 12.5. Notwithstanding the expiry or earlier termination of this Agreement, the provisions of clause 5, (except, in the case of termination of this Agreement by the Research Provider pursuant to clauses 12.1 or 12.2, the licence option granted to the Company under clause 5.3), 6 (except, in the case of termination of this Agreement by the Research Provider pursuant to clauses 12.1 or 12.2 the licence granted to the Company under clause 6.2), 7, 8, 9, 10, 12.5, 15, 16 and 17 shall survive and continue in full force and effect, together with any other provisions of this Agreement necessary to give effect to such provisions.

13. NON-ASSIGNATION

This Agreement or any of the rights or obligations hereunder may not be assigned or otherwise transferred or sub-contracted by either Party other than to their respective Affiliates, in whole or in part, without the express prior written consent of the other Party. No Party will unreasonably withhold or delay its consent.

14. SUBSIDY CONTROL

- 14.1. The Parties acknowledge that NIAB/ the Funder has an obligation to ensure that all Subsidy Control Rules and where relevant EU State Aid Rules are complied with, and may be subject to audit or investigation to demonstrate that all GKM Project activities are compliant with such rules.
- 14.2. Each Party will ensure that its use of the Innovation Voucher complies with the Subsidy Control Rules/ EU State Aid Rules and acknowledge that if it is found to be in breach of applicable laws, may be required to repay some or all of any funding received under this Agreement.
- 14.3. NIAB/ the Funder shall keep the Parties informed of any active or specific investigation into compliance with Subsidy Control Rules/ EU State Aid Rules.
- 14.4. Each Party shall provide all reasonable assistance to NIAB/ the Funder to satisfy any investigation or audit that UKRI may require to demonstrate compliance with Subsidy Control Rules/ EU State Aid Rules.
- 14.5. NIAB/ the Funder shall use all reasonable endeavours to protect the confidentiality of the other Parties Confidential Information under this condition and shall only disclose such Confidential Information as is strictly necessary for the purpose of any investigation or audit.

15. NOTICES

- 15.1. Any notice to be given under this Agreement shall be sent by email and confirmed by registered mail to the addresses set out below.
- 15.2. Notices given to the Research Provider should be marked for the attention of [insert details – name, position, address].
- 15.3. Notices given to the Company should be marked for the attention of [insert details – name, position, address].
- 15.4. Notices given to NIAB/ the Funder should be marked for the attention of Dr Nikki Harrison, Programme Director – Growing Kent & Medway Innovation Cluster, NIAB EMR, New Road, East Malling, Kent ME19 6BJ.

16. GENERAL

- 16.1. Except as otherwise expressly provided in this Agreement none of the terms and conditions of this Agreement shall be enforceable by any person who is not a Signatory to it.
- 16.2. Each provision of this Agreement shall be construed separately and, save as otherwise expressly provided herein, none of the provisions hereof shall limit or govern the extent, application or construction of any other of them and, notwithstanding that any provision of this Agreement may prove to be unenforceable by law, the remaining provisions of this Agreement shall continue in full force and effect.

- 16.3. No waiver by either Party of any of the requirements hereof or of any of its rights hereunder shall be effective unless given in writing and signed by or on behalf of that Party and no forbearance, delay or indulgence by either Party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that Party nor shall any waiver by either Party of any of the requirements hereof or any of its rights hereunder release the other from full performance of its obligations stated herein.
- 16.4. This Agreement constitutes the entire understanding between the Signatories and supersedes and extinguishes all (if any) prior drafts, agreements, understandings, undertakings, representations, warranties and/or arrangements of any nature whatsoever (whether or not in writing) between the Signatories in connection therewith.
- 16.5. Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture between the Parties and nothing in this Agreement shall be deemed to constitute one of the Parties as the agent of the other.
- 16.6. The Parties shall procure that in carrying out the Project they will comply with all applicable laws, regulations and statutes including but not limited to relevant provisions of the Bribery Act 2010, Fraud Act 2006, Equality Act 2010, and Modern Slavery Act 2015.
- 16.7. This Agreement may be executed in any number of counterparts. Once it has been executed and each Signatory has executed at least one counterpart, each counterpart will constitute an original copy of this Agreement. All the counterparts together will constitute a single agreement. The transmission of an executed counterpart of this Agreement (but not just a signature page) by e-mail (such as in PDF or JPEG) will take effect as the delivery of an executed original counterpart of this Agreement. If that method of delivery is used, each Signatory will provide the other Signatories with the original of the executed counterpart as soon as possible.
- 16.8. The Parties agree to commit to GKM's social value framework, details of which will be provided by NIAB/ the Funder as part of the Application process, and deliver their agreed social value commitment(s).
- 16.9. The Parties acknowledge that GKM is required to evaluate its activities for accountability purposes, to inform future programme design, for benefit realisation and impact evaluation. Requests for information may come from UKRI, specific GKM partners (NIAB, University of Greenwich, University of Kent and Locate in Kent) and any independent evaluation partner that NIAB/ the Funder appoints.
- 16.10. The Parties (whether successful or unsuccessful in this Application) agree to collaborate on any evaluation activity relevant to this Innovation Voucher Scheme as part of the GKM project. Where such requests arise they will be communicated to the Parties by NIAB/ the Funder.

17. DATA PROTECTION

- 17.1 Each Party acknowledges that for the purposes of the Data Protection Legislation each Party is a data controller (where data controller has the meaning defined in the Data Protection Legislation).
- 17.2 Each Party shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of any personal data provided to the other Party under this Agreement.

17.3 Each Party shall have the right to perform statistical analysis of any personal data that is provided by the other Party under this Agreement for the creation of anonymised statistical data. Such anonymised data shall belong to the Party providing the data and may be licensed to third parties.

17.4 Each Party shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause the other Party to breach any of its obligations under the Data Protection Legislation.

17.5 Each Party agrees to provide, if requested, Personal data to one or more specific GKM partners (NIAB, University of Greenwich, University of Kent and Locate in Kent). Where necessary these Personal data may be shared and processed in accordance with a Data Sharing Agreement between these four partners.

17.6 Each Party agrees to provide, if requested, personal data to any independent evaluation partner that NIAB/ the Funder appoints. NIAB/ the Funder will contact the Parties before any such evaluation takes place to explain who will collect the information, how that information will be gathered and how the information will be processed.

18. APPLICABLE LAW

18.1 This Agreement shall be governed by and construed in accordance with English and Welsh Law and each Party agrees to submit to the exclusive jurisdiction of the English and Welsh Courts as regards any claim or matter arising under this Agreement.

Signed for and on behalf of the Research Provider

.....

By:

Position:

Signed for and on behalf of the Company

.....

By:

Position:

Signed for and on behalf of NIAB/ the Funder

.....

by: Dr Nikki Harrison

Position: Programme Director – Growing Kent & Medway Innovation Cluster, NIAB

SCHEDULE PART 1

THE PROJECT

[Please attach the application form].

SCHEDULE PART 2

COMPANY CASH PAYMENTS TO THE RESEARCH PROVIDER

(TO BE COMPLETED WHEN REQUIRED)

Invoice Schedule

The Research Provider shall provide the Company with appropriate invoices in accordance with the following schedule:

[Insert invoicing dates]

Banking Details

The Company shall make payments in Pounds Sterling by electronic transfer into the Research Provider's bank account, details of which are as follows:

Bank Details: [Insert details]

Bank Name:

Bank Sort Code:

Account Number:

Account Name: