

Funding Agreement

Schedule 1

Terms and Conditions

1. Introduction

- 1.1. Wellbeing of Women is the only UK charity dedicated to solving health problems that affect women. Since 1964 the charity has invested millions of pounds in improving women's health but half of all women in the UK still experience a reproductive health problem during their lifetime. Wellbeing of Women is dedicated to changing this by funding medical research and training that will benefit these women and the professionals who diagnose and treat them.

2. General

- 2.1. In this Agreement:

Agreed Costs	means any costs directly related to the commercial exploitation of the Arising IP and may include: <ul style="list-style-type: none"> a) all reasonable patent and legal costs and other incidental expenses that are incurred directly in connection with exploitation of the Research Project, including official patent filing, prosecution, maintenance and renewal fees; b) a reasonable fee payable to the technology transfer organisation appointed by the Institutions where this has been agreed in advance with Wellbeing of Women.
Agreement	means this agreement including the Form of Agreement and the Schedules.
AMRC	means the Association of Medical Research Charities.
Arising IP	means any Intellectual Property generated, created or developed in the performance of the Research Project.
Award	means the award of funding described in this Agreement.
Award Holder	means the individual(s) performing or supervising the Research Project.
Background IP	means any Intellectual Property owned or controlled by the Institution that exists at the date of this Agreement or is generated, created or developed other than in the performance of the Research Project.
Commencement Date	means the date on which the Research Project begins.
Confidential Information	includes any of the following: <ul style="list-style-type: none"> a) sensitive information which is marked or otherwise designated to show expressly or by necessary implication that it is imparted in confidence; b) any copy, note or record of the foregoing; and c) in particular (but without limitation): <ul style="list-style-type: none"> a. details relating to donors or other supporters of

	Wellbeing of Women; b. any Intellectual Property that has not previously been made public.
Data Protection Legislation	means any applicable law relating to the processing, privacy and/or use of Personal Data, as applicable to either party or the Research Project, including: (a) the General Data Protection Regulation (Reg (EU) 2016/679); (b) the Data Protection Act 2018; (c) any laws which implement any such laws; (d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; and (e) all binding guidance, guidelines, codes of practice and codes of conduct issued by any relevant supervisory authority relating to such Data Protection Legislation.
Funding	means the amount of funding support detailed at Schedule 3
Grant Application	means the application for research funding submitted by the Institution as approved by Wellbeing of Women and appended to Schedule 2.
Intellectual Property	means any and all patents, patent rights and patent applications, licenses, inventions, copyright (including rights in software whether in human or machine readable form), database rights and any rights in data, know-how, trade secrets, formulae, algorithms, processes, designs (whether registered or not), schematics, diagrams, trade marks (whether registered or not) and any other similar rights of whatever nature that exist or come into existence in any jurisdiction.
Personal Data	has the meaning given to it in the Data Protection Legislation.
Research Data	means any data generated, collected or collated in the performance of the Research Project.
Research Project	means the activity supported by the Award and the Funding and outlined in Schedule 2.

2.2. No amendment or variation to this Agreement is valid or effective unless and until it has been recorded in writing and agreed by a duly authorised representative of each of Wellbeing of Women and the Institution.

3. Conduct of the Research

3.1. The Institution must inform Wellbeing of Women in writing of the Commencement Date. If the Research Project has not started within 6 months of the date of this Agreement, Wellbeing of Women may terminate this Agreement by giving the Institution notice in writing and without further liability or obligation to the Institution.

3.2. It is a condition of the Award that the Institution has appropriate mechanisms in place for handling allegations of scientific misconduct. It is the responsibility of the Institution not Wellbeing of Women to investigate any such allegations.

- 3.3. The Institution shall ensure that:
- a) The Funding is applied exclusively and appropriately in support of the Research Project and in accordance with the payment plan detailed in Schedule 3;
 - b) Sufficient resources are dedicated to support the Research Project;
 - c) All contractual requirements relating to the Research Project are met;
 - d) Researchers and staff performing the Research Project are appropriately qualified and supervised at all times.

- 3.4. The Institution must inform Wellbeing of Women without delay:
- a) Of any change to the status of the Institution or the Award Holder which might affect their ability to perform the Research Project or to comply with this Agreement;
 - b) Of any significant alteration to the Research Project;
 - c) If the Award Holder leaves the Institution.

4. Research policies

4.1. As a member of the AMRC, Wellbeing of Women will only fund research in institutions that have an appropriate Code of Practice in place as defined by the AMRC 'Guidelines on Good Research Practice'. The Institution warrants that it has and will continue to have such a Code of Practice in place during the period of the Research Project.

4.2. Wellbeing of Women endorses the general principles of:

- a) The Medical Research Council's 'Guidelines for Management of Global Health Trials Involving Clinical or Public Health Interventions (2017) and 'Good research practice: Principles and guidelines (2012) <http://www.mrc.ac.uk/news-events/publications/good-research-practice-principles-and-guidelines/> and
- b) The 'UK Framework for Health and Social Care Research' (2017) (as updated) <https://www.hra.nhs.uk/planning-and-improving-research/policies-standards-legislation/uk-policy-framework-health-social-care-research/>.

Wellbeing of Women requires Institutions involved in health trials funded or supported by Wellbeing of Women to have due regard to these principles and guidelines.

4.3. The Institution agrees that the following points relating to the use of animals in research projects are conditions of the provision of Funding under this Agreement:

- a) The Research Project must only use animals where there are no alternatives;
- b) Where the Research Project involves the use of animals, the Institution shall, and shall ensure that the Award Holder and any other party performing the Research Project shall:
 - i. Use the simplest possible, or least sentient, species of animal to ensure that distress and suffering are avoided wherever possible and employ an appropriate design and use the minimum number of animals consistent with ensuring that the scientific objectives will be met (see the NC3Rs website for further information and guidance - www.nc3rs.org.uk);
 - ii. Implement the principles in the cross-funder guidance Responsibility in the Use of Animals in Bioscience Research (www.nc3rs.org.uk/responsibility).
 - iii. Comply with the NC3Rs guidelines Primate Accommodation, Care and Use (www.nc3rs.org.uk/primatesguidelines) if using non-human primates.

- iv. Use the ARRIVE guidelines (www.nc3rs.org.uk/ARRIVE) when designing their experiments, and ensure that they report animal-based studies in accordance with the ARRIVE guidelines as far as possible, taking into account the specific editorial policies of the journal concerned;
 - v. Have Home Office licences to cover all relevant institutions, researchers and research activity.
- 4.4. The Institution agrees to comply, and shall procure that the Award Holder complies, with the above principles and guidelines in respect of the Research Project.

5. Approvals and Licences

- 5.1. The Institution must ensure that all necessary legal and regulatory requirements in order to conduct the Research Project are complied with and that all necessary licences and approvals are obtained before the Research Project commences.
- 5.2. No research involving human participants, their organs, tissue or data, may begin or continue until a recognised research sponsor has accepted responsibility for it. Wellbeing of Women will not take on the role of research sponsor and will not release funding to support such research without confirmation of the identity of the research sponsor from the Institution.
- 5.3. The Institution is responsible for ensuring that appropriate ethical committee approval has been obtained before the start of the Research Project. No Funding will be released until the appropriate ethical approval has been granted and a copy provided to Wellbeing of Women. For projects using investigational medicinal products a copy of the relevant MHRA approval must be received by Wellbeing of Women prior to the release of the Funding.
- 5.4. Documentary evidence of HFEA approval must be provided to Wellbeing of Women where the Research Project involves the use of human gametes or embryos.

6. Reporting and Use of Information

- 6.1. The Award Holder must submit to Wellbeing of Women annual reports throughout the period of the Award on each anniversary of the Commencement Date for scrutiny by Wellbeing of Women. Wellbeing of Women reserves the right to request more frequent reports in certain cases and the Award Holder shall comply with such requests. If sufficient progress is not demonstrated in the annual reports, as assessed by Wellbeing of Women, then Wellbeing of Women may request a meeting with the Award Holder and the Award Holder shall comply with such requests.
- 6.2. Within three months of the end date of the Award, the Award Holder must submit a final report that will be subject to approval and acceptance by Wellbeing of Women.
- 6.3. Lay summaries written in terms suitable for non-medical readers should be included with both interim and final reports.
- 6.4. Continued funding of the Award will be subject to the approval of the relevant report by the Wellbeing of Women Research Advisory Committee.
- 6.5. The Award Holder is required to submit grant evaluation data to [researchfish](#)[®] annually, and for at least five years after the end of the Award, within the specified submission period. The Award Holder is advised to ensure that they do not disclose outcome data on [researchfish](#)[®] that is commercially sensitive, personal, that might be considered confidential, is defamatory or in breach of data protection regulations. The Award Holder should contact their Institution's research support offices or unit administrators for further guidance.
- 6.6. Failure to submit reports at the appropriate times (whether directly to Wellbeing of Women or through [researchfish](#)[®]) may result in the suspension of payments by Wellbeing of Women

and may also debar the Award Holder from applying for further Wellbeing of Women grants, either as a principal applicant or co-applicant.

- 6.7. If the Award Holder or the Institution designates any of the information submitted under sections 6.1 or 6.2 as confidential, Wellbeing of Women shall keep it confidential until the Award Holder or the Institution advises that it is no longer confidential or until it is in the public domain, whichever is earlier.
- 6.8. Selected information on awarded grants including the Award reference, Award Holder's name, Host Institution, Award title, lay summaries and scientific abstracts, duration and value of support will be placed in the public domain on Wellbeing of Women's website and/or used by Wellbeing of Women in publications, marketing, and other promotions. This selected information may also be shared with other Research Organisations (i.e. the National Cancer Research Institute (NCRI), UK Clinical Research Collaboration (UK CRC) and Dimensions), and Research Partners of Wellbeing of Women (i.e. the Royal College of Obstetricians and Gynaecologists (RCOG) and Royal College of Midwives (RCM)). The Institution and Award Holder should be aware of these data sharing arrangements and be prepared for certain details of the Award to be shared and made publicly available through these channels. Anything confidential or commercially sensitive should be highlighted so it can be removed before it is shared.
- 6.9. It is a requirement of membership of the [Association of Medical Research Charities](#) (AMRC) that Wellbeing of Women submits to it the following information on new grants: Award reference, Award Holder's name, Host Institution, Award title, Commencement Date and end dates, lay summaries and scientific abstracts, value of support, Award type (i.e. project grant, fellowship, etc), whether the Award involves the use of animals and if so what species. Wellbeing of Women also shares outcomes data with the AMRC through researchfish® for the purposes of sector-wide analyses (6.10 below)
- 6.10. The information the Award Holder submits to researchfish® may be published in the form of analyses and evaluations undertaken by Wellbeing of Women or the AMRC, in case studies and in narrative to demonstrate trends and key outcomes. Where identifiable information is used, Wellbeing of Women will ask the Award Holder to review the text before publication.

7. Publication

- 7.1. The Institution shall ensure that Wellbeing of Women is given reasonable notice (and no less than 14 days' notice in advance) of the publication of research papers arising from the Research Project and provide a copy of the article to Wellbeing of Women when available and no less than 14 days in advance of publication.
- 7.2. Wellbeing of Women requires the publication and dissemination of the results of research supported by Wellbeing of Women. However, Wellbeing of Women requires that, before publication:
 - a) The proposed publication undergoes the Institution's normal procedures (including peer review) for ensuring the validity of the results and the suitability of the work for publication;
 - b) The Institution provides Wellbeing of Women with a copy of any publication or oral or poster presentation in advance so that, if appropriate in order to permit steps to be taken to protect Intellectual Property Rights, Wellbeing of Women may require the alteration or delay of publication or presentation for a reasonable period, not exceeding three months. Where material is to be submitted for publication by a peer reviewed journal or equivalent, the Institution shall provide Wellbeing of Women with a copy of the material before submission.

- 7.3. The Institution shall ensure that Wellbeing of Women's support is appropriately acknowledged in all publications with a statement in the following form or as agreed in advance:

'This work was supported by Wellbeing of Women (Award Ref ***)'.

- 7.4. The obligations of this clause 7 shall remain in force and effective after the completion of the Research Project or the earlier termination of this Agreement.

8. Publicity

- 8.1. The Institution and Award Holder shall, within 14 days of the date of this Agreement complete a fundraising questionnaire in order to provide greater detail about themselves and the Research Project to aid Wellbeing of Women's fundraising and publicity. As part of this, the Award Holder may be put in touch with their nearest Wellbeing of Women branch.
- 8.2. Wellbeing of Women's name, logo or other branding must not be used without Wellbeing of Women's prior written permission.
- 8.3. The Institution shall give, and shall ensure that the Award Holder gives, Wellbeing of Women reasonable notice (and not less than 7 days' notice) of any press releases and/or planned media activity related to the Research Project and/or this Agreement.
- 8.4. Award Holders are required to assist Wellbeing of Women with publicity pertaining to the Research Project and to respond to reasonable requests for assistance in a timely manner.
- 8.5. Award Holders are required to provide reasonable assistance to Wellbeing of Women in its fundraising efforts and charitable aims (for example: by hosting visits from potential funders at labs; by attending and/or speaking at events or meetings; and by helping to source and draft case studies).

9. Financial

- 9.1. Payments will only be made to the Institution and not to the Award Holder.
- 9.2. No payments will be made until the Institution and the Award Holder have:
 - a) Signed and returned this Agreement and Wellbeing of Women's Funding Questionnaire;
 - b) Obtained any necessary HFEA, Research Ethics Committee or other approvals; and
 - c) Notified Wellbeing of Women of the Commencement Date.
- 9.3. Wellbeing of Women will make payments to the Institution in line with the details set out in Schedule 3 and within 90 days from receipt of an appropriate invoice (accompanied by reasonable supporting documentation) relating to costs approved by Wellbeing of Women and actually incurred in the Research Project.
- 9.4. Payment of the Funding is guaranteed for the first year of the Research Project. Subsequent payments are conditional on:
 - a) Receipt, review and approval by Wellbeing of Women of reports required under clause 6.
- 9.5. Wellbeing of Women is not obliged to pay any amount in excess of the Funding. Any request for additional support must be made in the form of a separate application which will be subject to peer-review and open competition as normal.
- 9.6. The Funding is provided for a fixed period. Any surplus funds will remain with Wellbeing of Women. The Institution will report to Wellbeing of Women any amount of Funding that is not used or needed. The Institution will return these funds to Wellbeing of Women on request.

- 9.7. Invoices must be submitted without delay on a quarterly in arrears basis, unless otherwise agreed, giving:
- a) Wellbeing of Women reference number;
 - b) Name of the Institution and Award Holder;
 - c) Full particulars of all salary payments;
 - d) Full details of consumables and other expenses and costs incurred.
- 9.8. A final claim must be submitted within 6 months of the end of the Research Project.
- 9.9. Payment of the final claim is dependent upon receipt of a final report from the Institution and approval of the final report by Wellbeing of Women.
- 9.10. Wellbeing of Women maintains the right to retain up to 10% of the total budget until the Award Holder has returned a completed final report.
- 9.11. In the case of Entry-Level Research Scholarships only, payment of the full Funding amount will be made within 90 days from the date of the relevant invoice.
- 9.12. Wellbeing of Women does not support indirect costs and those cannot be claimed against the Funding. Wellbeing of Women will only support costs that are directly associated with the cost of the Research Project.
- 9.13. Wellbeing of Women is receptive to the need to vire funds between different budget categories, but permission must be obtained in advance.
- 9.14. Wellbeing of Women may, at its discretion, suspend payments, in whole or in part:
- a) In accordance with clause 6.6;
 - b) If Wellbeing of Women has reasonable grounds to believe that the Institution or the Award Holder:
 - i. Has committed substantial errors, irregularities or fraud; or
 - ii. Is in breach of any of its obligations under this Agreement; or
 - iii. Has taken any steps or done anything that have or may detrimentally affect the reputation or standing of Wellbeing of Women.

10. Audit

- 10.1. All expenditure relating to the Research Project and the use of the Funding must be covered by the Institution's own audit arrangements.
- 10.2. At Wellbeing of Women's request, the Institution will allow Wellbeing of Women's auditors or representatives to have access to records in order to confirm that the Award has been used exclusively to support the Research Project and in accordance with the terms of this Agreement.
- 10.3. Wellbeing of Women, or its nominated representatives, may, during business hours, visit any premises where the Research Project is conducted to inspect the facilities and to discuss progress of the Research Project.

11. Confidential Information

- 11.1. Each Party agrees that:
- a) It may use the other Party's Confidential Information only in the exercise of its rights and performance of its obligations under this Agreement; and

- b) It shall not disclose the other Party's Confidential Information except in accordance with this clause 11.
- 11.2. Each Party may disclose the other Party's Confidential Information to those of its employees, officers, advisers, agents or representatives who have a reasonable need to know it in order to exercise rights or perform obligations under this Agreement provided that the disclosing Party shall ensure that each of its employees, officers, advisers, agents or representatives to whom Confidential Information is disclosed is first made aware of its confidential nature and is under a contractual obligation of confidentiality equivalent to this clause 11.
- 11.3. The obligations of confidentiality set out in this Agreement shall not apply to any Confidential Information which:
- a) Was known to the receiving Party before it was imparted by the disclosing Party (as evidenced by the receiving Party's written records); or
 - b) Is or becomes publicly known, through no fault of the receiving Party; or
 - c) Is received by the receiving Party without restriction on disclosure or use from a third party lawfully entitled to make the disclosure without such restrictions;
 - d) Either Party is required to disclose by law, court order or any other authority of competent jurisdiction.
- 11.4. For the avoidance of doubt, the Institution is reminded that donor's details form part of the Confidential Information. The Institution shall not, and shall ensure that its employees, officers, advisers, agents or representatives shall not, contact the donors directly without the prior written consent of Wellbeing of Women.

12. Intellectual Property and exploitation

- 12.1. As a charity Wellbeing of Women is committed to improving the health of women and is obliged to ensure that results of research that it funds (whether in whole or in part) are applied for the public good. In some circumstances, this obligation may be best achieved through the protection of Intellectual Property and commercial exploitation.
- 12.2. Notification and Monitoring
- a) The Institution shall notify Wellbeing of Women promptly in writing of the results of the Research Project and of any Arising IP and take reasonable steps to ensure that such Arising IP is protected and not published or otherwise disclosed publicly prior to protection (whilst at the same time ensuring that potential delays in publication are minimised).
- 12.3. Ownership and use: Arising IP
- a) The Institution shall ensure that all those in receipt of the Funding and/or performing the Research Project (including employees, students, visiting staff and subcontractors) are employed or retained on terms that vest the Arising IP in the Institution.
 - b) The Institution hereby grants (or will grant as appropriate) Wellbeing of Women a non-exclusive, sub-licensable, royalty free licence to use the Arising IP for the performance of the Research Project and any other non-commercial research purposes.
- 12.4. Ownership and use: Background IP
- a) Nothing in this Agreement does or is intended to transfer ownership of any Background IP.
 - b) The Institution grants Wellbeing of Women a non-exclusive, transferable, sub-licensable and royalty free licence to use the Background IP to the extent necessary to use the Arising IP provided that if Wellbeing of Women uses the Background IP in the course of

making any commercial use of the Arising IP, Wellbeing of Women shall pay the Institution a reasonable share of any revenue received by Wellbeing of Women that results directly from the commercial use of the Arising IP.

12.5. Management

- a) Wellbeing of Women requires the Institution to have adequate procedures in place for the identification, protection, management and exploitation of Arising IP.
- b) If the Institution:
 - i. Decides not to protect, manage, exploit any Arising IP; or
 - ii. Is in the reasonable opinion of Wellbeing of Women failing to adequately protect, manage or exploit the Arising IPWellbeing of Women may but is not obliged to either: direct the Institution to take immediate steps to protect the Arising IP at the Institution's expense; or, assume responsibility for protecting, managing or exploiting such Arising IP.
- c) If Wellbeing of Women exercises its rights under clause b) above, it will notify the Institution in writing and the Institution shall promptly take such steps as are reasonably required by Wellbeing of Women in order to support Wellbeing of Women including assigning the Arising IP to Wellbeing of Women or its nominee free of charge and licensing any Background IP necessary for the use of the Arising IP to Wellbeing of Women on reasonable terms.

12.6. Exploitation: consent and revenue share

- a) The Institution shall obtain Wellbeing of Women's consent before commercially exploiting the results of the Research Project and/or the Arising IP. Consent will not be unreasonably withheld or delayed unless Wellbeing of Women considers that the proposed commercial exploitation would run counter to its interests and charitable objectives. In the event that Wellbeing of Women does not respond to the Institution's request within thirty days of receipt, the Institution may proceed with such commercial exploitation.
- b) The Institution is not required to seek Wellbeing of Women's consent before assigning the Arising IP to a technology transfer company retained by the Institution.
- c) As a condition of granting consent, Wellbeing of Women may require the Institution to accept Wellbeing of Women's revenue and equity sharing terms. Unless agreed otherwise, any revenue or equity received by or on behalf of the Institution as a result of the commercialisation of the Arising IP will be shared (after deducting Agreed Costs) between the Institution and Wellbeing of Women on a 50/50 basis.
- d) Where Wellbeing of Women is not the sole funder in respect of the Research Project, it is the responsibility of the Institution to identify the respective inventive contribution and funding contributions and to submit a reasonable and proportionate revenue sharing arrangement to Wellbeing of Women for approval (such approval not to be unreasonably withheld or delayed).
- e) The Institution shall reward inventors and contributors to any Arising IP from the revenue share allocated to the Institution and according to its own policies and practice.

12.7. Exploitation: no conflict

- a) The Institution and Award Holder shall inform Wellbeing of Women of any pre-existing arrangements of which they are aware and which may conflict with the terms of this Agreement.
- b) The Institution shall ensure that:

- i. No other arrangements that may conflict with the terms of this Agreement are entered into without the prior written agreement of Wellbeing of Women;
- ii. No materials or compounds are used in the Research Project on terms that would restrict the use or publication of the results of the Research Project and/or the Arising IP;
- iii. No 'reach through rights' are granted in respect of the results of the Research Project and/or the Arising IP.

12.8. Patent registration policy

- a) The Institution shall take due consideration of Wellbeing of Women's attitude to the inappropriate use of patents which it considers detrimental to scientific endeavour or to advances in healthcare. Wellbeing of Women believes that basic DNA sequence of humans and other organisms should be placed in the public domain as soon as is practical, without any fees, patents, licences or limitations on use, giving free and equal access to all. However, Wellbeing of Women is supportive of patents covering genes and their products if there is sufficient information to indicate that the DNA sequences in question can be used to develop healthcare benefits. In line with EU law, Wellbeing of Women does not support, and may challenge, the patenting of raw DNA sequences in the absence of such information.

13. Data use

- 13.1. Wellbeing of Women reserves the right to have access to and to use the Research Data for any purpose.
- 13.2. This right does not entitle Wellbeing of Women to have access to any Personal Data and the Institution shall ensure that the Research Data made available to Wellbeing of Women has been appropriately anonymised.

14. Data Protection

- 14.1. The Institution undertakes to Wellbeing of Women that, in relation to its performance of this Agreement and/or as required for the proper and lawful operation of this Agreement, it will comply with all applicable laws, regulations, orders and binding codes of practice from time to time in force relating to the processing of Personal Data.
- 14.2. In accordance with clause 13, the Institution shall not send any Personal Data to Wellbeing of Women other than the Personal Data of Award Holder and other Research Personnel required for the administration and management of the Award.
- 14.3. The Institution shall defend, fully indemnify and keep indemnified and shall hold harmless Wellbeing of Women, its officers, employees and agents from and against any and all liabilities, losses, costs, charges and expenses incurred (either directly or indirectly) as a result of any claims, demands, actions and proceedings made or brought against Wellbeing of Women by any third party in respect of any loss or distress suffered by the loss or unauthorised use or disclosure of Personal Data by the Institution, the Award Holder, or any collaborator, sub-contractor, employee, student, agent or other person within its control in respect of this Agreement.

15. Employer Responsibilities

- 15.1. Where the Award supports the employment of staff, Wellbeing of Women does not act as an employer and:
 - a) It is the responsibility of the Institution to issue contracts of employment in accordance with current legislation;

- b) The Institution is solely responsible for and will indemnify Wellbeing of Women against all costs, damages, fees, taxes and expenses incurred by or in respect of all employees, staff, contractors, student or others engaged in performing the Research Project including (but not limited to) in respect of any claims made by staff in respect of their employment.
- 15.2. The costs of maternity leave, paternity leave or sick leave will not be covered by Wellbeing of Women. It is the Institution's responsibility to notify Wellbeing of Women as soon as it is aware that staff will be unavailable to work on the Research Project. Wellbeing of Women may, in its discretion, agree to temporarily suspend or to extend the Award or agree that other staff may progress the Research Project.

16. Equipment

- 16.1. Any equipment purchased using the Funding may be retained by the Institution on completion of the Research Project and approval of the final report. The Institution is responsible for installing, maintaining, repairing and insuring such equipment at its own cost.
- 16.2. Equipment funded by Wellbeing of Women:
- a) Should display a label or plaque indicating that it is funded by Wellbeing of Women;
 - b) Is intended to support the performance of the Research Project. It may only be used for ancillary purposes, commercial or otherwise, with the prior written consent of Wellbeing of Women.
- 16.3. If the Award is transferred to another institution, the Institution shall transfer any equipment purchased with the Funding to that institution at no cost to Wellbeing of Women.
- 16.4. Wellbeing of Women is not liable for any loss or damage to, or caused by the use or misuse of, equipment purchased with the Funding.

17. Limitation of Liability

- 17.1. Wellbeing of Women is not obliged to make any payment to the Institution in excess of the Funding.
- 17.2. Wellbeing of Women is not responsible for any loss, damage, cost or expense and the Institution shall indemnify Wellbeing of Women against any loss, damage, cost or expense:
- a) Incurred by or caused by the Institution or the Award Holder or any other person involved in the performance of the Research Project; or
 - b) Resulting from the exploitation of any Arising IP or otherwise as a consequence of implementing this Agreement; or
 - c) Resulting from any claim of infringement of any intellectual property rights owned or controlled by a third party;
 - d) Resulting from any failure to comply with any of clauses 10, 12 or 14.
- 17.3. The Institution shall ensure that it has adequate and sufficient insurance in place and shall, at the request of Wellbeing of Women, provide evidence of payment of premiums.

18. Termination

- 18.1. Wellbeing of Women may terminate this Agreement on giving the Institution reasonable notice in writing.
- 18.2. If the Institution or Award Holder has failed to comply with the terms of this Agreement in any material respect, Wellbeing of Women may terminate this Agreement with immediate effect on giving notice to the Institution in writing.

18.3. The Institution acknowledges and agrees that if clause 4 is not adhered to or if there are reasonable grounds to believe that scientific misconduct has taken place in respect of the Research Project, Wellbeing of Women may:

- a) Terminate this Agreement immediately; and
- b) Require immediate repayment of any Funding already received by the Institution under this Agreement.

19. Alteration

19.1. In the event of the Award Holder taking up an appointment at another institution the balance of the Funding may be transferred with the consent of Wellbeing of Women provided that:

- a) Reasonable notice is given in advance;
- b) The transferee institution is in the UK;
- c) At least one year or more of support is remaining on the Award;
- d) The heads of department and administration at both institutions agree to the transfer in writing; and
- e) The aims of the Research Project can still be achieved.

19.2. Any marked deviation from the description of the Research Project in Schedule 2 must be conveyed to Wellbeing of Women and authorised in writing and in advance. Wellbeing of Women may require the revised project to be subjected to peer review before approving the deviation.

19.3. The Institution shall advise Wellbeing of Women of any changes that may affect their ability to comply with this Agreement or to progress the Research Project as expected.

20. Wellbeing of Women will consider the position on a case-to-case basis should the Principal Investigator of the Research Project transfer to an overseas institution and a co-applicant be nominated to take his/her place.

21. In the case of Entry-level Research Scholarship, Research Training Fellowship, Postdoctoral Research Fellowship awards and other training awards, it is expected that the awardee will remain at the same Institution for the duration of the Research Project (as when assessing these awards both candidate and institution are considered). Transfer of an Award will only be considered in exceptional circumstances.