**DIABETES UK**

**Terms & Conditions under which a Grant is awarded**

1. **Background**
	1. This Agreement sets out the terms & conditions upon which Diabetes UK has agreed to award the Grant to the Institution.
2. **Definitions**
	1. The following terms shall have the following meanings:

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| **“Activation Form”** | Means the form which will be sent to the Grantholder after Diabetes UK’s acceptance of the Application Form, and which must be submitted to Diabetes UK by the Grantholder and Institution confirming the date upon which research activities will commence and the first instalment of the Grant should be paid; |
| **“Agreement”** | Means the Application Form, the Activation Form, the Award Letter, the Conditions and the Policies, as amended from time to time in accordance with their terms; |
| **“Annual Report”** | Means the annual report to be issued to Diabetes UK by the Grantholder and the Institution in connection with the Project setting out a summary of research undertaken in connection with the Project during the previous year, an analysis of progress made in relation to the stated aims of the Project and confirmation of any potentially exploitable Intellectual Property developed;  |
| **“Application Form”** | Means the form, a copy of which is appended to the Award Letter, completed and submitted by the Grantholder to Diabetes UK requesting grant funding, together with any subsequent letters from and to Diabetes UK relating to the form, setting out full details of the proposed research to be carried out;  |
| **“Award Letter”** | Means the letter from Diabetes UK to the Institution and Grantholder specifying the details of the financial support awarded and the research to be funded; |
| **“Conditions”** | Means these terms & conditions, as amended from time to time; |
| **“Diabetes UK”** | Means The British Diabetic Association, a charity registered in England & Wales (215199) and Scotland (SC039136); |
| **“Final Report”** | Means the report to be issued by the Grantholder and the Institution setting out the Results, a report on the extent to which the stated aims of the Project have been achieved, confirmation of any exploitable Intellectual Property developed and a full account of how the Grant was spent to allow Diabetes UK to reconcile amounts spent against the Grant paid; |
| **“Grant”** | Means the financial support to be provided by Diabetes UK in relation to the Project; |
| **“Grantholder”** | Means the person to whom the Grant is assigned and who will be the individual principally responsible for leading and managing the Project and whose name is set out in the Award Letter; |
| **“Grant Funded Intellectual Property”** | Means any Intellectual Property that is or has been created, exemplified or developed (whether in whole or in part) as a direct result of the Project, but not including copyright in artistic works, books articles, scientific papers, lectures and/or audio or visual aids to the giving of lectures or teaching. |
| **“Grant Period”** | Means the period for which the Grant is awarded as set out in the Award Letter; |
| **“Institution”** | Means the university, institution, research council or other body to which the Grant is awarded and which is responsible for managing the proper conduct of the Project and is accountable for financial management of the Grant; |
| **“Intellectual Property”** | Means any and all inventions, discoveries, materials (including cell lines, modified organisms, nucleic acid components and peptides), technologies, products, data, algorithms, software, patents, databases, copyright, moral rights, know-how, goodwill and all other intellectual property rights, whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world arising out of or in connection with the Project;  |
| **“Policies”** | Means the policies of Diabetes UK applicable to the Project which are available at: [www.diabetes.org.uk/grantconditions](http://www.diabetes.org.uk/grantconditions)  |
| **“Project”** | Means the research, funded by the Grant, to be carried out by the Grantholder as set out in the Application Form and any subsequent letters between Diabetes UK and the Grantholder and Institution relating to the project, setting out full details of the proposed research to be carried out;  |
| **“Results”** | Means any and all information, data and/or findings developed or created in connection with the Project; |
| **“Revenue Sharing Agreement”** | Means the pro forma agreement set out at Appendix 1 to these Conditions, setting out the terms upon which any revenue earned from Intellectual Property in the Project will be shared between the Institution and Diabetes UK.  |

1. **Research Practice**
	1. The Institution and the Grantholder will at all times during the continuance of this Agreement comply with:
		1. the Policies;
		2. the terms of this Agreement; and
		3. any laws and regulations (as amended from time to time) applicable to the Project and this Agreement including human tissue legislation, health & safety legislation, the Data Protection Act 1998 and the Bribery Act 2010.
	2. It is a condition of the Grant that the research undertaken in connection with the Project is conducted in accordance with best scientific and ethical practice. The Institution warrants that it has in place, and will continue to have in place through the Grant Period, formal written policies setting out the standards to be met in the conduct of research and the procedures to be followed following any allegation of research misconduct.
	3. If at any time during or after the Grant Period, allegations of research misconduct are made in relation to the Grant, or in relation to the Grantholder in connection with any other research, and are, in the reasonable opinion of Diabetes UK, substantiated, Diabetes UK reserves the right to take such steps as it, at its absolute discretion, considers appropriate which may include (but is not limited to):
		1. Requiring the Institution to remove the Grantholder from the Project;
		2. Requiring the Institution and/or Grantholder to retract published material;
		3. withholding payment of subsequent instalments of the Grant, or requiring the Institution to reimburse Diabetes UK for some or all instalments of the Grant already paid;
		4. taking such steps as it considers necessary to monitor the subsequent conduct of the Project and the Institution and the Grantholder will co-operate with Diabetes UK to facilitate this;
		5. terminating the Grant with immediate effect.
	4. The Institution and the Grantholder will conduct the Project in accordance with the principles set out in the Concordat to Support Research Integrity policy (http://www.universitiesuk.ac.uk/highereducation/Documents/2012/TheConcordatToSupportResearchIntegrity.pdf)
	5. The Grantholder and the Institution will comply with the terms of the policy on the use of animals in medical research (*insert link to policy*).
	6. Prior to the commencement of the Project, the Grantholder and the Institution will obtain any and all licences, consents and approvals (including ethical approval) necessary to the conduct of the Project, will continue to hold such licences, consents and approvals during the Grant Period, and will promptly upon request provide copies of such approvals, licences and consents.
	7. The Institution will ensure that it has in place throughout the Grant Period procedures for the identification and management of ethical issues connected to the Project, and that such issues are dealt with in accordance with such procedures. The Institution will notify Diabetes UK of any ethical issues connected to the Project and will keep Diabetes UK informed of any actions taken in relation to such issues.
	8. The Institution will ensure that it has in place throughout the Grant Period procedures for the identification and management of potential conflicts of interest in connection with the Project. The Institution will notify Diabetes UK of any conflicts of interest that arise and will keep Diabetes UK informed of any actions taken in relation to such issues.
	9. The Institution will promptly notify Diabetes UK of any incident connected to the Project (which the Institution at its reasonable discretion considers relevant to Diabetes UK’s rights and interests in the Project), and will keep Diabetes UK promptly informed of any developments connected to such incident.
	10. The Institution will ensure that full details of any other third party funding granted to it in connection with the Project will be included in the Application Form, or, if obtained subsequently to Diabetes UK’s acceptance of the Application Form, that it promptly notifies Diabetes UK in writing with full details of such funding.
2. **Project Management**
	1. The Institution will have in place, during the Grant Period and any subsequent exploitation of Grant Funded Intellectual Property, appropriate policies of insurance including personal indemnity, public liability and employer’s liability insurance.
	2. The Institution must ensure that it has in place throughout the Grant Period appropriate procedures for the control of expenditure in connection with the Project which shall include maintaining a separate internal financial account for expenditure connected to the Project. The Institution and the Grantholder acknowledge that the Grant may only be used to meet costs connected to the Project.
	3. Diabetes UK may at any time during or after the Grant Period request financial information in connection with the Grant and the Project. Diabetes UK may, at its own expense, either directly or via an appropriate third party engaged by it, review income and expenditure connected to the Project and/or the system used by the Institution to administer the Grant, and the Institution shall allow Diabetes UK (or such third party) access to its records and premises during business hours for the conduct of such audit subject to Diabetes UK providing reasonable written notice of such access.
	4. Diabetes UK will consider a request by the Grantholder and/or the Institution to transfer the Grant to a different university, institution, research council or other similar body. Any such transfer will require the prior written consent of Diabetes UK, shall be at no additional cost to Diabetes UK and may include such conditions as Diabetes UK in its discretion thinks fit. Diabetes UK will not, other than in exceptional circumstances, consider a request to transfer the Grant to a principal investigator other than the Grantholder.
3. **Payment of Grant and Costs**
	1. Diabetes UK will only release the initial instalment of the Grant once all the conditions set out in the Award Letter have been satisfied.
	2. Diabetes UK will only release subsequent Grant instalments:
		1. in accordance with the timetable set out in the Award Letter; and
		2. following its receipt of a valid invoice from the Institution; and
		3. if the conditions set out in the Award Letter have been satisfied (including but not limited to the conditions set out at paragraph 9.1 of the Conditions).
	3. Diabetes UK will withhold payment of the final instalment of the Grant until it has received the Final Report in accordance with the provisions set out at paragraph 9.3 of the Conditions. If Diabetes UK does not receive the Final Report within 6 months of the end of the Grant Period, the Grantholder and the Institution shall cease to be entitled to receive payment of the final instalment of the Grant. Diabetes UK may, at its absolute discretion, contact the Institution at the end of the six month period and agree to extend the period for receipt of a satisfactory Final Report.
	4. In relation to the payment of the final instalment of the Grant and any other outstanding costs for which the Institution is entitled to be reimbursed in accordance with the Conditions at the end of the Grant Period, the Institution must submit a valid invoice to Diabetes UK within 6 months of the submission of the Final Report. If Diabetes UK does not receive a valid invoice within that period, the Grantholder and the Institution shall cease to be entitled to receive payment of the final instalment of the Grant and any other outstanding costs for which the Institution and/or Grantholder is entitled to be reimbursed.
	5. Save as set out at clause 5.7, Diabetes UK will not be liable for the payment of any amounts in addition to those set out in the Award Letter. The Institution will be liable for any expenditure incurred in connection with the Project in excess of the Grant.
	6. All Grant amounts detailed in the Award Letter are not subject to output VAT.
	7. Where the Grant includes an allocation for salary costs, Diabetes UK will not be liable to pay any salary costs in addition to those expressly set out in the Application Form other than increases arising out of standard salary increments and institution-wide cost of living allowances.
	8. Diabetes UK will only be responsible for paying directly incurred costs of research. It will not be responsible for any indirectly incurred or directly allocated costs. ‘Directly incurred costs’, ‘indirectly incurred costs’ and ‘directly allocated costs’ shall have the meanings attributed to them from time to time by Research Councils UK.
	9. The Grantholder must commence work on the Project within 12 months of the date of this Agreement (being the date upon which Diabetes UK receives a copy of the Award Letter signed by both the Institution and the Grantholder). If Diabetes UK has not received a completed Activation Form within 12 months of the date of this Agreement, Diabetes UK may withdraw the Grant Award, and the Institution shall repay to Diabetes UK in full any instalments of the Grant already paid.
	10. In the event that the Grantholder completes the activities funded by the Grant without spending the full amount of the Grant, the Institution must repay all unspent sums.
4. **Equipment**
	1. The Institution warrants that it has in place, and will continue to have in place through the Grant Period, formal written policies governing the procurement of equipment. Any equipment funded by the Grant must be procured in accordance with such procedures.
	2. During the Grant Period, the Institution will ensure that any equipment funded by the grant:
		1. is appropriately insured;
		2. properly serviced and maintained in a state of good repair; and
		3. that the use of such equipment by personnel for the conduct of the Project is given priority.
	3. The Grantholder will notify Diabetes UK if, during the Grant Period, the need for equipment purchased wholly or in part by the Grant substantially decreases, or such equipment is not being used for the purpose for which it was funded. Diabetes UK reserves the right to request that the Institution dispose of such equipment and to claim the proceeds of such sale.
	4. Subject to clause 4.4, it is acknowledged and agreed that any equipment funded by the Grant is owned absolutely by the Institution and that, after the end of the Grant Period, the Institution shall have absolute discretion in relation to the maintenance and use of such equipment.
	5. The Institution will be responsible for ensuring that appropriate premises are made available to house the equipment during the Grant Period.
5. **Personnel**
	1. Notwithstanding any financial support awarded as part of the Grant for the employment of personnel, nothing in this Agreement is intended to, or shall, create a relationship of employment between Diabetes UK and the Grantholder or any other personnel involved in the Project. Diabetes UK will not be responsible for any claim of redundancy, compensation, dismissal or discrimination in respect of which the Institution may be liable in connection with the Project whether as employer or not.
	2. The Institution shall be solely responsible for complying with any applicable employment related laws, regulations and practices in relation to the Grantholder and any other personnel engaged in the Project including health and safety legislation.
	3. The Institution shall be responsible for ensuring that it enters into written contracts of employment or consultancy (as appropriate) with the Grantholder and any other personnel (including students) involved in the Project. The Institution warrants that such written contracts shall include appropriate provisions ensuring that any Grant Funded Intellectual Property vests in the Institution.
	4. The Institution will indemnify Diabetes UK in respect of any loss or damage suffered by Diabetes UK arising out any claim by the Grantholder or any other personnel involved in the Project that such person is employed or otherwise engaged to provide services by Diabetes UK.
	5. The Institution will ensure that the Grantholder and any other personnel involved in the Project comply with the terms of this Agreement.
	6. The Institution will promptly notify Diabetes UK of any change in personnel which may affect its ability to conduct the Project. Diabetes UK shall be entitled to decrease the Grant Award to reflect any change in personnel where the level of qualification of a new person engaged is lesser than that specified in the Application Form.
6. **Publication of Research**
	1. It is a condition of the award of the Grant that the Results be published in an appropriate form (for example, articles in peer-reviewed journals and lectures) and in accordance with Diabetes UK’s open access policy ([www.diabetes.org.uk/grantconditions](http://www.diabetes.org.uk/grantconditions)).
	2. Prior to the publication of the Results in any format:
		1. the Institution and Grantholder shall comply with any procedures adopted by the Institution for the confirmation and validation of results of research prior to publication;
		2. the Institution and the Grantholder shall give Diabetes UK reasonable advanced notice of any press/media statement connected to the whole or part of the Results and Diabetes UK may approve or not approve such statement as it sees fit at its absolute discretion; and
		3. the Institution and the Grantholder shall provide copies of all articles based in whole or part on the Results to Diabetes UK, which shall include likely publication dates and an assessment of the significance of the article/lecture.
	3. Diabetes UK’s role as funder of the Grant must be acknowledged in all publications and patent applications which include the whole or part of the Results. Such acknowledgement should, unless otherwise agreed with Diabetes UK, include the prominent display of the following words:

 *This work was supported by Diabetes UK (grant number [xxx]).*

* 1. The Results must be published in accordance Diabetes UK’s open access policy ([www.diabetes.org.uk/grantconditions](http://www.diabetes.org.uk/grantconditions)) which includes a requirement that the Results be archived to the European PubMed repository within 6 months of the end of the Grant Period.
	2. Publication of Results may be reasonably delayed to enable protection of Grant Funded Intellectual Property in accordance with clause 9 of these Conditions.
	3. Subject to clause 8.5, Diabetes UK reserves the right to publish (in part or in full) any information provided in any Annual Report, the Final Report, the Researchfish submission (referred to at clause 9.4) and/or the Results unless such information is specifically designated as confidential by the Grantholder or in the reasonable opinion of the Institution contains information which is likely to adversely affect the Institutions ability to seek protection for Grant Funded Intellectual Property.
	4. When speaking publicly about the Project, whether to the media or otherwise, the Grantholder and other representatives of the Institution should notify the Diabetes UK Press Office a reasonable amount of time in advance, and should comply with any reasonable requests made by the Diabetes UK Press Office. The Grantholder and other representatives of the Institution must acknowledge Diabetes UK as a funder of the Project when discussing the Project in public.

The Grantholder and other representatives of the Institution are not authorised to hold themselves out as spokespersons or representatives of Diabetes UK, or to state (whether expressly or impliedly) that Diabetes UK endorses their activities other than as expressly set out in the Terms. The Grantholder and other representatives of the Institution should ensure that they clearly state that any views expressed while discussing the Project publically are their personal views and not the views of Diabetes UK unless otherwise agreed in writing.

1. **Reporting**
	1. The Grantholder will submit an Annual Report to Diabetes UK within two weeks of the anniversary of commencement of the Grant Period (as set out in the Award Letter) and on each subsequent anniversary during the Grant Period. If Diabetes UK reasonably considers that an Annual Report is not satisfactory, it may request the Institution and the Grantholder to provide additional information and/or may suspend or terminate the Grant at its absolute discretion.
	2. Diabetes UK reserves the right to request the Grantholder and the Institution to provide an interim report setting out such information as Diabetes UK reasonably requires at any time.
	3. Within 6 weeks of the end of the Grant Period (unless otherwise expressly agreed in writing by Diabetes UK), the Grantholder will submit the Final Report to Diabetes UK. If Diabetes UK reasonably considers that the Final Report is not satisfactory, it may request the Institution and the Grantholder to provide additional information and/or to provide a revised Final Report. If Diabetes UK does not receive a Final Report which it reasonably considers to be satisfactory within 6 months of the end of the Grant Period, the Grantholder and the Institution shall cease to be entitled to receive payment of the final instalment of the Grant.
	4. In addition to the other reporting requirements set out at this clause 9, the Grantholder will be required annually, both during the Grant Period and for at least three years after the end of the Grant Period, to submit the Results achieved in the preceding year via the Researchfish portal.
	5. It is acknowledged that the Annual Report and/or the Final Report may contain details of exploitable Grant Funded Intellectual Property. Subject to the Institution notifying Diabetes UK that it considers a Report contains exploitable Grant Funded Intellectual Property in the case of Diabetes UK, both parties will maintain the relevant sections of such Reports as confidential in accordance with the Terms until protection of such Grant Funded Intellectual Property has been obtained or the parties agree that there is no further requirement to maintain confidentiality.
2. **Intellectual Property and Exploitation**
	1. The Institution and the Grantholder acknowledge that Diabetes UK is under a duty to ensure that the Results (whether in whole or in part) are applied for the public benefit, and that this may require the protection and exploitation of Grant Funded Intellectual Property.
	2. The Institution is responsible for taking all reasonable steps to identify and where relevant exploit any element of the Results that may be applied for public benefit. It is a condition of the Grant that, to the extent it does not already have appropriate procedures in place, the Institution develops and implements procedures for the identification, protection, management and exploitation of Grant Funded Intellectual Property.
	3. The Institution grants Diabetes UK a perpetual, irrevocable, worldwide, non-exclusive royalty free licence (with the right to sub-licence at Diabetes UK’s discretion) to use any Intellectual Property in the Results for non-commercial research, teaching and publicity purposes. Diabetes UK acknowledges that such licence is granted on the condition that Diabetes UK does not exploit the Grant Funded Intellectual Property for commercial purposes without the express prior written permission of the Institution.
	4. Diabetes UK acknowledges that the Institution and the Grantholder shall have the right to use any Grant Funded Intellectual Property created or arising from the Project for the purposes of non-commercial research and teaching, subject to the provisions set out in this Agreement.
	5. If the Institution identifies any Grant Funded Intellectual Property which it believes is capable of exploitation either for commercial purposes or for achieving public benefit, it will promptly notify Diabetes UK in writing. Following such notification, the Institution and Diabetes UK will co-operate in good faith to agree how best to exploit such Intellectual Property (in accordance with this clause 10). If Diabetes UK does not respond to the Institution’s written notification in relation to Grant Funded Intellectual Property within a period of 90 days from its receipt of such notice, the Institution (or its technology transfer company where appropriate) will have the right to proceed with commercial exploitation of the Grant Funded Intellectual Property without Diabetes UK’s consent, subject to its compliance as soon as it is reasonably able with clause 10.8.

The Parties will use all reasonable endeavours to conclude a Revenue Sharing Agreement within 9 months of the Institution’s notification of the generation of Grant Funded Intellectual Property. Diabetes UK may, at its absolute discretion, give consent to the Institution’s commercialisation of such Grant Funded Intellectual Property before a Revenue Sharing Agreement is concluded. Such consent must be in writing.

* 1. Diabetes UK may, at any time, withhold permission to the exploitation of Grant Funded Intellectual Property if it reasonably considers that the proposed exploitation may conflict with its charitable objectives provided always that Diabetes UK cannot rescind permission to exploit Grant Funded Intellectual Property where the Institution has entered into a formal written commitment.
	2. Where the Institution has identified exploitable Grant Funded Intellectual Property, the Institution will not without Diabetes UK’s prior written consent, which shall not be unreasonably withheld or delayed:
		1. publish or otherwise disclose the Results or any other relevant information until appropriate protection for such Intellectual Property has been obtained;
		2. will not enter into any agreement, arrangement, joint venture, collaboration, competitive project or other dealing whatsoever with any other person or body which is reasonably likely to affect, conflict with or prejudice the rights of Diabetes UK under the Terms, or which is reasonably likely to prejudice the general objectives of the Project;
		3. Sub-licence, assign or otherwise transfer its rights to Grant Funded Intellectual Property other than to its technology transfer company who may not sub-licence, assign or otherwise transfer rights in the Intellectual Property without Diabetes UK’s prior written consent.
	3. It is a condition of the Grant that, promptly upon Diabetes UK granting permission to the Institution to exploit following identification of exploitable Grant Funded Intellectual Property, and prior to the commencement of any commercialisation activity, the Institution enters into a Revenue Sharing Agreement with Diabetes UK in relation to any revenue obtained as a result of exploiting such Intellectual Property.
	4. If the Project has been partly funded by a third party, or to the extent that it builds on Intellectual Property funded by a third party (where such Intellectual Property is clearly identified in the Application Form), the Institution will negotiate an appropriate revenue sharing agreement with such third party subject to Diabetes UK’s prior written consent to the terms of such agreement.
	5. The Institution will be primarily responsible for taking all reasonable steps to protect any Grant Funded Intellectual Property and will use all reasonable endeavours to do this within six months of the end of the Grant Period. If the Institution elects not to protect and/or exploit Grant Funded Intellectual Property which Diabetes UK reasonable considers should be exploited within six months of the end of the Grant Period, then Diabetes UK will have the right but not the duty to protect and/or exploit such Intellectual Property. Diabetes UK will notify the Institution in writing that it will be seeking protection and exploitation of such Grant Funded Intellectual Property, and the Institution will provide all assistance reasonable requested by Diabetes UK, at Diabetes UK’s cost, in connection with such exploitation and protection (and will use all reasonable endeavours to ensure that its employees, students and agents comply with any such reasonable requests). Such assistance shall include licencing, assigning or otherwise transferring all rights in the Grant Funded Intellectual Property to Diabetes UK at no cost to Diabetes UK (provided always that Diabetes UK promptly takes reasonable steps to agree a revenue sharing arrangement with the Institution).
	6. The Institution and Grantholder acknowledge that Diabetes UK may appoint a third party to assist it in the identification, protection, management and exploitation of Grant Funded Intellectual Property arising out of any research funded by Diabetes UK. Diabetes UK may disclose information relating to the Grant and the Results to such third party provided always that such third party is under a written obligation to Diabetes UK to maintain the confidentiality of such information and to only use such information to assist Diabetes UK in the identification, protection, management and exploitation of such Intellectual Property.
1. **Limitation of Liability**
	1. Diabetes UK will be liable to the Grantholder and the Institution to the extent that any loss or damage suffered by the Grantholder and/or the Institution is attributable to Diabetes UK’s breach of its obligation under this Agreement. Diabetes UK’s total liability to the Grantholder and the Institution together shall be limited to the amount of the Grant.
	2. Save as set out in clause 11.1, Diabetes UK will not be liable:
		1. for any loss or damage suffered by the Institution or the Grantholder as a result of their involvement in the Project; or
		2. for any costs or expenditure other than the Grant.
	3. Diabetes UK will not indemnify the Institution, the Grantholder or any other personnel involved in the Project against any claims connected to the Project, howsoever arising.
	4. Subject to clause 11.1, the Institution will indemnify Diabetes UK against any and all loss and damage suffered by Diabetes UK as a result of the Project. The Institution shall not be required to indemnify Diabetes UK under the Terms for any loss or damage suffered as a result of any Revenue Sharing Agreement entered into by Diabetes UK in connection with the Project. Save in respect of any loss or damage arising out of Intellectual Property, the Institution’s liability shall be limited to the total amount of the Grant.
	5. Nothing in this Agreement is intended or shall limit or exclude the liability of one party to another to the extent that such liability may not be limited or excluded by applicable law.
2. **Confidentiality, Data Protection and Freedom of Information**
	1. Each party acknowledges that, as a result of this Agreement, it may acquire confidential information relating to another party that is not connected to the Grant and the Project. Subject to the express terms of this Agreement, each party agrees that it shall keep such information confidential to the extent that such information is not available in the public domain unless required to disclose it by applicable law or regulation.
	2. Information relating specifically to the Grant and the Project shall be kept confidential save as set out in this Agreement or expressly agreed by the parties in writing.
	3. All parties will comply with the Data Protection Act 1998 in relation to their handling of personal data.
	4. The parties acknowledge that the Institution is subject to the Freedom of Information Act 2002 (or equivalent legislation in other jurisdictions (“FOIA”). If the Institution receives a request for information under the FOIA in connection with the Project, it will promptly notify Diabetes UK and comply with any reasonable request made by Diabetes UK in connection with its response to such request.
3. **Termination/Suspension**
	1. This Agreement shall commence on the date that Diabetes UK receives the confirmation of acceptance of grant signed by both the Institution and the Grantholder. It shall continue in force unless terminated earlier in accordance with this clause 13 until the end of the Grant Period or the date upon which the Final Report is approved by Diabetes UK (whichever is later), when it will terminate automatically (unless otherwise expressly agreed in writing between the parties).
	2. Diabetes UK shall be entitled to suspend payment of further instalments of the Grant at any time, and to require the Institution to suspend the Project, if Diabetes UK’s reasonably believes that:
		1. the Institution, the Grantholder and/or the Project is in material or repeated breach of any of the Policies;
		2. the Institution or the Grantholder is in material or repeated breach of any term set out in this Agreement;
		3. the Grantholder is no longer leading and managing in the Project without the prior consent of Diabetes UK; or
		4. a serious incident (in the reasonable opinion of Diabetes UK) has occurred in connection with the Project including scientific misconduct on the part of personnel involved in the Project.
	3. The provisions of clause 3.3 shall apply in circumstances where any allegation of scientific misconduct is made in relation to the Project or the Grantholder. The provisions of clause 3.3 shall continue to apply after the end of the Grant Period.
	4. Diabetes UK shall be entitled to terminate this Agreement at any time by giving one month’s notice in writing to the other parties.
	5. The Institution and the Grantholder may together terminate this Agreement by notice in writing signed by both parties if Diabetes UK is in material or repeated breach of its obligations under this Agreement.
	6. On termination, Diabetes UK shall cease to be liable to pay any further instalments of the Grant.
	7. On termination by Diabetes UK for reasons other than the Institution or the Grantholder’s material or repeated breach of the terms of this Agreement, Diabetes UK will reimburse the Institution and the Grantholder for any costs and expenses reasonably and properly incurred in connection with the Project that are not covered by instalments of the Grant already paid at the date of termination. The Institution and the Grantholder shall provide reasonable documentary evidence in relation to such costs and expenses.
	8. Diabetes UK shall not be required to reimburse the Institution or the Grantholder in respect of costs and expenses incurred where termination is as a result of the Institution or the Grantholder’s material or repeated breach of the terms of this Agreement.
	9. If, at the date of termination, the Institution holds any Grant funds that have not been allocated to properly incurred expenditure in connection with the Project, the Institution shall promptly repay such funds to Diabetes UK. The Institution and the Grantholder shall provide reasonable documentary evidence of properly incurred expenditure.
	10. Termination shall be without prejudice to any accrued rights, in particular to the continuing reporting requirements sets out at Clause 9 and any rights to exploit Intellectual Property pursuant to clause 10 of these Conditions.
4. **General**
	1. Precedence

To the extent that there is any conflict between the terms of these Conditions and the terms set out in the Award Letter, the terms set out in the Award Letter shall take precedence.

* 1. Variation

Diabetes UK reserves the right to amend any term of this Agreement at any time where such amendment is required by applicable laws or regulations, or in order to comply with the recommended standards of any body with jurisdiction over the Project or Diabetes UK such as the Research Councils UK, or where Diabetes UK reasonably believes that such change is necessary to ensure that the Terms comply with industry practice from time to time. Diabetes UK will publish any such changes on its website at [www.diabetes.org.uk/grantconditions](http://www.diabetes.org.uk/grantconditions) and shall notify the Institution in writing of any such changes.

Any other changes must be agreed in writing between the parties.

* 1. Third Party Rights

Nothing in this Agreement shall grant any rights to any third party under the Contracts (Rights of Third Parties) Act 1999 (as amended) save that Diabetes UK Services Limited shall be entitled to enforce Diabetes UK’s rights hereunder.

* 1. Whole Agreement

The Agreement sets out the entire agreement of the parties in relation to the Project. The parties acknowledged that, in entering into this Agreement, they have not relied on any statements, representations or warranties save those set out in the Agreement.

* 1. Force Majeure

In the event that either party is delayed in performing its obligations under the Terms by reason of circumstances beyond its reasonable control or anticipation, it shall be excused from performance of such obligations for the period for which such delaying circumstances continue in force, provided it promptly notifies the other party of such circumstances and the expected duration of the delay. The affected party shall take all reasonable steps to minimise the delaying circumstances. If the delay continues for a period of six weeks, the unaffected party may elect to terminate the Terms by written notice to the affected party. If the Institution is the party effected by delaying circumstances, Diabetes UK shall not be required to pay any further instalments of the Grant (even if such payment is due) until the delaying circumstances have come to an end.

* 1. Interpretation

Any phrase introduced by terms such as ‘including’, ‘for example’ and/or ‘in particular’ shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

Any reference to legislation, regulation or policy shall be deemed to include any sub-ordinate legislation or regulation, and to refer to such legislation, regulation or policy as amended from time to time.

The expressions ‘in writing’ or ‘written’ shall include email and documents transmitted electronically.

* 1. Jurisdiction

The Agreement shall be subject the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England & Wales.