

Dated 2019

- (1) UCLPartners Limited
- (2) Applicant
- (3) Applicant's Employer

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Agreement

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THIS DEED is made on

2017

**BETWEEN:**

- (1) UCL Partners Limited (registered number 06878225), whose registered office is at 3rd Floor, 170 Tottenham Court Road, London, W1T 7HA ("UCLPartners"); and
- (2) Applicant name and address
- (3) Applicant employer name and address

**RECITALS:**

- (A) UCLPartners is acting as the co-ordinator of the NHS Innovation Accelerator Programme (as hereinafter defined).
- (B) The NIA Fellow successfully bid for funding under the said NHS Innovation Accelerator Programme which is agreed to be paid by UCLPartners via the Bursary Recipient on the terms of this Agreement.

**OPERATIVE CLAUSES**

1. **DEFINITIONS**

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

**"Bribery Act"**

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

**"Commencement Date"**

**"Intellectual Property Rights"**

all patents, trademarks, database rights, copyrights, and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term

and any renewals and extensions.

**“Know-How”**

information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

**“NHS Innovation Accelerator Programme”**

means the programme described in Part A of **Schedule 1** hereto.

**“NIA Programme”**

shall bear the meaning set out in Part A of **Schedule 1** hereto.

**“Bursary Payment”**

the sum of up to a maximum of £20,000 to be paid to the Bursary Recipient for use by the NIA Fellow in accordance with this Agreement.

**“Payment Period”**

the period for which the Bursary Payment is awarded starting on the Commencement Date and ending on 31<sup>st</sup> March 2020.

**“Prohibited Act”**

means:

committing any offence:

- (i) under the Bribery Act;
- (ii) under legislation creating offences in respect of fraudulent acts; or
- (iii) at common law in respect of fraudulent acts in relation to this Agreement.

**“Project”**

the project described in Part B of **Schedule 1**.

**2. PURPOSE OF BURSARY PAYMENT**

- 2.1 The NIA Fellow and the Bursary Recipient shall use the Bursary Payment only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement. The Bursary payment shall not be used for any other purpose without the prior written agreement of UCLPartners.

2.2 The NIA Fellow and the Bursary Recipient agree and accept that they shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that UCLPartners is funding in full under this Agreement.

### 3. **MAKING OF BURSARY PAYMENT**

3.1 Subject to clause 11, UCLPartners shall make the Bursary Payment to the Bursary Recipient in quarterly instalments in advance on the basis that the NIA Fellow shall not less than five working days before the start of each quarter of this Agreement (except in the case of the first when the NIA Fellow shall submit 5 working days before the date of this Agreement) submit to UCLPartners a schedule of expected costs being part of the Project to be incurred in the forthcoming quarter. Subject to UCLPartners approving some or all such costs then UCLPartners shall then, on receipt of an invoice from the Bursary Recipient, make a Bursary payment to the Bursary Recipient to cover such approved costs which sum shall be treated as part of the Bursary Payment.

3.2 UCLPartners will transmit funds electronically to the specified bank account of the Bursary Recipient within 14 working days of an application for Bursary payment under clause 3.1 being approved and then an invoice in the agreed form being received.

3.3 The amount of the total Bursary Payment shall not be increased in the event of any overspend by the NIA Fellow in his or her delivery of the Project.

3.4 The Bursary Payment shall be treated as a restricted grant fund in the hands of the Bursary Recipient and NIA Fellow.

3.5 Any unspent monies in respect of approved costs in any quarter will be carried forward and used to meet approved costs in the subsequent quarter.

3.6 The Bursary Recipient shall promptly repay to UCLPartners either any unspent monies as at three months after the end of the Bursary Payment Period or any money incorrectly paid to it either as a result of an administrative error or otherwise.

3.7 No Bursary Payment shall be used, without the prior written consent of UCLPartners, for:

3.7.1 the NIA Fellow's salary or other related payroll costs; or

3.7.2 any costs for services contracted from consultancy firms or other external agencies for the delivery of support otherwise available to the NIA Fellow via the NIA Programme.

- 3.8 The maximum amount of the Bursary Payment includes any VAT.
- 3.9 In addition to making the Bursary Payment UCLPartners commits subject to the other parties strict compliance with the terms of this Agreement to provide a range of tailored support with the aim of widening the impact of the NIA Fellow's innovation to benefit more people's lives and to share learnings with others. In support of the main goals of the NIA Programme UCLPartners will use its reasonable endeavours to offer the NIA Fellow specific elements of support delivered via the NIA Programme, including:
- 3.9.1 support from an experienced team of mentors, tailored to meet the specific requirements of the NIA Fellow as identified during an initial needs analysis;
  - 3.9.2 support and advice on a range of issues, areas and topics relevant to the NIA Fellow and their innovation;
  - 3.9.3 an opportunity to promote and disseminate their work and learning through relevant websites, newsletters, national and international learning events, relevant publications and workshops
- 3.10 For the avoidance of doubt the NIA Programme, UCLPartners' role in it and any related funding is explicitly not designed to:
- 3.10.1 offer any preferred supplier status to the NIA Fellow or the Bursary Recipient through access, funding, information or other advice or benefits;
  - 3.10.2 provide any guarantees or commitments to the NIA Fellow or the Bursary Recipient as to future take-up by the NHS of their innovations, products or services; or
  - 3.10.3 offer funding support to the NIA Fellow or the Bursary Recipient for the development of products or other services, other than in accordance with the specific objectives of the NIA Programme.

#### 4. **USE OF BURSARY PAYMENT**

- 4.1 The NIA Fellow shall and the Bursary Recipient shall procure that all sums being part of the Bursary Payment paid by UCLPartners under this Agreement are used solely for the purposes of the Project and as directed by the NIA Fellow in accordance with the schedule(s) submitted to UCLPartners under clause 3.1 above.

- 4.2 Any liabilities arising at the end of the Bursary Payment Period to deliver the Project must be managed and paid for by the Bursary Recipient using the Bursary Payment or other resources of the Bursary Recipient. There will be no additional funding available from UCLPartners for this purpose.
- 4.3 The NIA Fellow has sole responsibility for designing and delivering their innovation under the Project, including financial management and maintaining the highest administrative standards and reputational probity.
- 4.4 The NIA Fellow or Bursary Recipient will own any equipment purchased by them in connection with the Project and they will be responsible for any ongoing maintenance and insurance of any such equipment.
- 4.5 Each of the NIA Fellow and Bursary Recipient shall be responsible for all their own taxes and imposts in respect of the Bursary Payment and shall indemnify UCLPartners on demand in full against all or any claims made against UCLPartners for tax on such Payment.

## 5. **ACCOUNTS AND RECORDS**

- 5.1 The Bursary Recipient and NIA Fellow shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Bursary Payment monies received by them.
- 5.2 The Bursary Recipient and NIA Fellow shall keep copies of all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Bursary Payment for a period of at least six years following receipt of any Bursary Payment monies to which they relate. UCLPartners shall have the right to review, at UCLPartners reasonable request, the Bursary Recipient and NIA Fellow's accounts and records that relate to the expenditure of the Bursary Payment and shall have the right to take copies of such accounts and records.
- 5.3 The Bursary Recipient and NIA Fellow shall comply and facilitate UCLPartners compliance with all statutory requirements about accounts, audit or examination of accounts, annual reports and annual returns applicable to UCLPartners.

## 6. **MONITORING AND REPORTING AND NIA FELLOW'S OBLIGATIONS**

- 6.1 The Bursary Recipient and NIA Fellow shall closely monitor the delivery and success of the Project throughout the Bursary Payment Period to ensure that the aims and objectives of the Project are being met and that the relevant obligations under this Agreement are being adhered to.

- 6.2 Throughout the term of the Agreement the NIA Fellow shall behave in an open and collaborative fashion consistent with the ongoing focus on the delivery of the main aims of the NIA Programme, in particular:
- 6.2.1 benefitting NHS patients and the UK population; and
  - 6.2.2 creating the conditions and cultural change necessary to enable the NHS to adopt innovations more quickly and on a greater scale; and
  - 6.2.3 building and being an exemplar of working in partnership across a broad range of stakeholders, whilst seeking to understand and respecting others' perspectives; and
  - 6.2.4 actively contributing to the establishment of a cohesive, effective network of NIA Fellows; and
  - 6.2.5 taking personal accountability for learning and development, including being responsive to constructive challenge and feedback; and
  - 6.2.6 sharing learning openly, widely and proactively to thereby help develop and strengthen the skills and experiences of others and the future value of the NIA Programme
- 6.3 The NIA Fellow, with the Bursary Recipient's support, shall commit an average of two days per week over the term of this Agreement and thereby contribute to:
- 6.3.1 participation in an ongoing tailored learning programme and attendance at each of the quarterly NIA Programme review meetings organised by UCLPartners; and
  - 6.3.2 demonstration of progress in diffusing their innovation in the NHS; and
  - 6.3.3 contribution to evaluation of the NIA Programme and its aims; and
  - 6.3.4 a willingness to share information and learnings in an open, public and transparent manner.
- 6.4 The NIA Fellow will be required to attend a series of learning events and symposiums specified by UCLPartners as part of the NIA. If this involves overseas travel reasonable expenses will be paid within the Bursary Payment as part of the quarterly request of the NIA Fellow specified herein.
- 6.5 The NIA Fellow shall present the findings and results of the Project at the 2020 NIA Summit as notified to the NIA Fellow by UCLPartners.

- 6.6 The Bursary Recipient and NIA Fellow shall on request provide UCLPartners with such financial or operational reports, information, explanations and documents as UCLPartners may reasonably require in order for it to establish that the Bursary Payment has been used properly in accordance with this Agreement.
- 6.7 The Bursary Recipient and NIA Fellow shall permit any person authorised by UCLPartners such reasonable access to their employees (if any), agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Bursary Recipient and NIA Fellow's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.
- 6.8 The Bursary Recipient and NIA Fellow acknowledge that the NIA Programme (as defined in **Schedule 1**) is being delivered and overseen by UCLPartners and accordingly at the request of UCLPartners then the Bursary Recipient and NIA Fellow shall undertake such reasonable actions and provide such reasonable support as UCLPartners specify.

## 7. **ACKNOWLEDGMENT AND PUBLICITY**

- 7.1 Neither the Bursary Recipient nor NIA Fellow shall publish any material referring to the NIA Programme or UCLPartners without the prior written agreement of UCLPartners. The Bursary Recipient and NIA Fellow shall acknowledge in a form approved by UCLPartners the support of the NIA Programme in any materials that refer to the Project and in any written or spoken public presentations about the Project.
- 7.2 The NIA Fellow agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by UCLPartners.
- 7.3 UCLPartners may acknowledge the Bursary Recipient or NIA Fellow's involvement in the Project as appropriate without prior notice.
- 7.4 UCLPartners or its appointed representatives may publish any details of the NIA Programme and/or Project and make further press or other public announcements, or release in any form any marketing or other publicity materials or releases, whether in written or oral form, relating to the NIA Programme and/or Project, its participants, results or data.
- 7.5 If the NIA Fellow or the Bursary Recipient wishes to make any press or other public announcements, or release in any form any marketing or other publicity materials or releases, whether in written or oral form, relating to the NIA Programme and/or Project and their participation (the 'Publicity Material'), the



NIA Fellow or, if applicable, the Bursary Recipient must obtain the prior written consent of UCLPartners in accordance with the process set out in clause 7.6 below, which will include approval of the form and content of any announcement and then the release, or otherwise, of the Publicity Material.

- 7.6 To obtain the approval of UCLPartners described above the NIA Fellow or the Bursary Recipient, as applicable, must no less than 5 working days before the proposed use of the Publicity Material submit in writing all drafts of the Publicity Material to UCLPartners. Following receipt of the Publicity Material UCLPartners will have up to a further 5 working days in which to either approve the Publicity Material or withhold its approval, such approval not to be unreasonably withheld.
- 7.7 It shall be a material breach and UCLPartners may terminate this Agreement forthwith if it becomes aware the NIA Fellow or, as applicable, the Bursary Recipient has released any Publicity Material in contravention of this clause.
- 7.8 This clause will survive termination of the Agreement.

## 8. **INTELLECTUAL PROPERTY RIGHTS**

- 8.1 UCLPartners, the Bursary Recipient and NIA Fellow agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by any of UCLPartners, the Bursary Recipient and NIA Fellow before the Commencement Date or developed by any party during the Payment Period, shall remain the property of that party.
- 8.2 Any Intellectual Property Rights relating directly to the development and creation of NIA Programme learning materials or related processes or more general innovation diffusion methods or techniques within or as a direct consequence of the NIA Programme, will be owned by UCLPartners.
- 8.3 Responsibility for patenting and licensing any Intellectual Property Rights arising from the NIA Programme, and ensuring that any other third party rights are protected and not breached or infringed in their use, remains with the party owning it.
- 8.4 Where UCLPartners has provided the Bursary Recipient or NIA Fellow with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Bursary Recipient and NIA Fellow shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by UCLPartners.

8.5 The NIA Fellow shall be entitled to hold him or herself out as an NIA Fellow using guidelines approved by UCLPartners from time to time.

8.6 The NIA Programme is neither sponsoring specific innovations, nor in any way offering preferred innovation or supplier status to any individual, employer or organisation, nor opening up any distribution channels not otherwise available to other providers of similar services or products to the NHS. The NIA Fellow or the Bursary Recipient shall at any time hold this out to be the case and if they did then that would be treated as a material breach of this Agreement.

## 9. **CONFIDENTIALITY**

9.1 Each party shall during the term of this Agreement and thereafter keep confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement, is required to be disclosed by law Court Order or regulation or save as expressly authorised in writing by the other parties.

9.2 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:

9.2.1 at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;

9.2.2 is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or

9.2.3 is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

## 10. **DATA PROTECTION**

The NIA Fellow shall and the Bursary Recipient shall (and shall procure that any of its staff involved in connection with the activities under the Agreement shall) comply with the Data Protection Act 1998, EU legislation and all applicable laws and regulations (as amended from time to time).

## 11. WITHHOLDING, SUSPENDING AND REPAYMENT OF PAYMENT

- 11.1 UCLPartners intention is that the Bursary Payment, which will be agreed by UCLPartners with each NIA Fellow individually and in all circumstances, up to a maximum of (and no more than) £20,000, will be paid to the Bursary Recipient in full. However, without prejudice to UCLPartners other rights and remedies, UCLPartners may at its discretion withhold or suspend payment of the Bursary Payment and/or require repayment of all or part of the Bursary Payment and at its discretion terminate this Agreement by notice to that effect if:
- 11.1.1 the Bursary Recipient or NIA Fellow uses the Bursary Payment for purposes other than those for which they have been awarded;
  - 11.1.2 the Bursary Recipient or NIA Fellow undertake activities that are likely in the opinion of UCLPartners to or do bring the reputation of the Project or UCLPartners into disrepute;
  - 11.1.3 the Bursary Recipient or NIA Fellow commits or committed a Prohibited Act or breaches the Equality Act 2010 or the Data Protection Act 1998;
  - 11.1.4 the Bursary Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for a bona fide and solvent reconstruction or amalgamation);
  - 11.1.5 the Bursary Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due; or
  - 11.1.6 the Bursary Recipient ceases to have an arrangement with the NIA Fellow which allows the NIA Fellow to request and receive the Bursary Payment; or
  - 11.1.7 there is a change in control of the Bursary Recipient within the meaning of section 1124 of the Corporation Tax Act 2010 (or any successor thereto) which may mean that the Bursary Recipient is unlikely to be able to meet its obligations under this Agreement or which risks bringing the NIA Programme (as defined in Schedule 1) into disrepute; or

- 11.1.8 the NIA Fellow or the Bursary Recipient is convicted (or any of its officers or representatives are convicted) of a criminal offence related to professional conduct; or
  - 11.1.9 the NIA Fellow commits an act of grave misconduct; or
  - 11.1.10 the NIA Fellow or Bursary Recipient fails (or any of its officers or representatives fail) to fulfil their obligations relating to payment of taxes; or
  - 11.1.11 the Bursary Recipient or NIA Fellow fails to comply with any of the terms and conditions set out in this Agreement and if capable of remedy and not a material breach fails to rectify any such failure within 14 days of receiving written notice detailing the failure.
- 11.2 The Bursary Recipient shall make any payments due to UCLPartners without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 11.3 In the event this Agreement is terminated by UCLPartners under clause 11.1 above then UCLPartners shall have no further liability to either the Bursary Recipient or the NIA Fellow and the Bursary Recipient shall forthwith return to UCLPartners any of the Bursary Payment not then expended or committed to be expended on the Project.
- 11.4 On termination of this Agreement for any reason:
- 11.4.1 each of the NIA Fellow and the Bursary Recipient will, if requested by UCLPartners, return and make no further use of any equipment, property, documentation and other items (and all copies of them) belonging to UCLPartners ; and
  - 11.4.2 the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination will not be affected or prejudiced.

## 12. **LIMITATION OF LIABILITY**

- 12.1 UCLPartners accepts no liability for any consequences, whether direct or indirect, that may come about from the Bursary Recipient or NIA Fellow running the Project, the use of the Bursary Payment or from withdrawal of the Bursary Payment. The Bursary Recipient and NIA Fellow shall indemnify and hold harmless UCLPartners, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or

omissions of the Bursary Recipient or NIA Fellow in relation to the Project, the non-fulfilment of obligations of the Bursary Recipient or NIA Fellow under this Agreement or its obligations to third parties.

12.2 Nothing in the Contract will exclude the liability by the parties to each other:

12.2.1 for death or personal injury caused by another party's negligence;

12.2.2 for fraud or fraudulent misrepresentation; or

12.2.3 to the extent that such liability cannot be limited or excluded by law

12.3 No party will be liable to the others whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses, or pure economic loss, loss of anticipated savings, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement.

12.4 Subject to clause 12.2 each party's liability under this Agreement is limited to the amount of the Bursary Payment.

### 13. **WARRANTIES**

13.1 The NIA Fellow warrants, undertakes and agrees that he or she:

13.1.1 has all necessary resources and expertise to deliver the Project (assuming due receipt of the Bursary Payment);

13.1.2 that the bid made by him or her to UCLPartners leading to this Agreement is true and accurate and achievable by him or her and all financial and other information concerning the NIA Fellow which has been disclosed to UCLPartners is to the best of his or her knowledge and belief, true and accurate;

13.1.3 has not committed, nor shall it commit, any Prohibited Act;

13.1.4 shall comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify UCLPartners immediately of any significant departure from such legislation, codes or recommendations;

13.1.5 shall avoid any conflicts of interest;

13.1.6 is not subject to any contractual or other restriction imposed on him or her which may prevent or materially impede him or her from meeting its obligations in connection with the Bursary Payment;

13.1.7 is not aware of anything in his or her own affairs, which he or she has not disclosed to UCLPartners which might reasonably have influenced the decision of UCLPartners to make the Bursary Payment on the terms contained in this Agreement.

13.2 The Bursary Recipient warrants, undertakes and agrees that:

13.2.1 it has all necessary resources and expertise to meet its obligations under this Agreement (assuming due receipt of the Bursary Payment);

13.2.2 it has not committed, nor shall it commit, any Prohibited Act;

13.2.3 it shall at all times comply with all relevant legislation;

13.2.4 all financial and other information concerning the Bursary Recipient which has been disclosed to UCLPartners is to the best of its knowledge and belief, true and accurate;

13.2.5 it is not aware of anything in its own affairs, which it has not disclosed to UCLPartners which might reasonably have influenced the decision of UCLPartners to make the Bursary Payment on the terms contained in this Agreement.

#### 14. **DURATION**

Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

#### 15. **ASSIGNMENT**

Neither the NIA Fellow or the Bursary Recipient shall, without the prior written consent of UCLPartners, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Bursary Payment.

#### 16. **WAIVER**

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

17. **NOTICES**

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

18. **DISPUTE RESOLUTION**

18.1 In the event of any complaint or dispute (which does not relate to UCLPartners right to withhold funds or terminate) arising between the parties in relation to this Agreement the matter should first be referred for resolution to the NIA Programme Manager or Director of Innovation and Implementation. Any matters that are unable to be resolved by the Programme Manager or Director will be referred to the Managing Director of UCLPartners or any other individual nominated by UCLPartners if necessary.

18.2 Should the complaint or dispute remain unresolved within 28 days of the matter first being referred to the afore mentioned individuals, Managing Director or other nominated individual any party may use any other means of resolving a dispute permitted under this Agreement.

19. **NO PARTNERSHIP OR AGENCY**

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

20. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

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

21. **VARIATION**

No amendment or variation to this Agreement will be effective unless in writing and signed by or on behalf of each of the parties hereto.

22. **ASSIGNMENT AND SUBCONTRACTING**

Neither the NIA Fellow nor the Bursary Recipient will, without the prior written consent of UCLPartners, assign, transfer, charge, sub-contract or deal in any other manner with all or any of the rights or obligations under this Agreement.

23. **COSTS**

Each party will be responsible for its own costs and expenses in connection with the negotiation, execution and enforcement of this Agreement.

24. **FORCE MAJEURE**

The parties will have no liability to each other under this Agreement if any party is prevented from or delayed in performing its obligations, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the NIA Fellow, the workforce of UCLPartners the workforce of the Bursary Recipient or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that each party is notified of such an event and its expected duration.

25. **GOVERNING LAW**

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



## SCHEDULE 1

### PART A

- The NIA Programme aims to contribute to the delivery of a commitment made in the NHS Five Year Forward View to create the conditions and cultural change necessary for proven innovations to be adopted faster and more systematically by the NHS and thereby to deliver examples into practice for demonstrable patient and population benefit.
- The NIA Programme will inter alia support up to 12 NIA Fellows in 2019/20 (of which the NIA Fellow herein is one) each with the right values and passion for taking forward high impact innovations to benefit more people, to generate and then publically share system wide learnings and to help increase the scale and pace of diffusion of innovations for patients now and in the future.
- The NIA Programme is not aiming per se to identify best-in-world innovations but to offer specific support to a selected number of NIA Fellows who have met a rigorous selection process and in return for NIA Fellows to commit to then share their learning publically, widely and openly with others for patient and population benefit.

### PART B

[DESCRIPTION OF PROJECT TO BE CARRIED OUT BY NIA FELLOW – INSERT FROM APPLICATION FORM]

EXECUTED as a DEED

By **UCLPartners Limited** in the presence  
of

Authorised Signatory

EXECUTED as a DEED

By [**NIA FELLOW**] In the presence of

Authorised Signatory

EXECUTED as a DEED

by [**NIA Fellow's employing  
organisation**] acting by and under the  
signatures of:

[**NAME OF AUTHORISED PERSON**]

Authorised Signatory