

**[INSERT TC PROJECT TITLE]**

# **THERAPEUTIC CATALYST AWARD AGREEMENT**

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**[INSERT NAME OF PARTY]**

AND

**CANCER RESEARCH UK**

AND

**CANCER RESEARCH HORIZONS**



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**THIS AGREEMENT is made on the date of last signature.**

**BETWEEN:**

- (1) **CANCER RESEARCH TECHNOLOGY LIMITED**, trading as **CANCER RESEARCH HORIZONS**, a company registered in England and Wales under number 1626049 with registered office at 2 Redman Place, London E20 1JQ England (“**CRH**”);
- (2) **CANCER RESEARCH UK**, a company registered under number 4325234, and charity registered under number 1089464, in England and Wales with registered office at 2 Redman Place, London E20 1JQ, England (“**Cancer Research UK**”); and
- (3) [●●●], a company registered in/incorporated in/established under the laws of [●●●] under number [●●●] with registered office/principal place of business at [●●●] (the “**Host Institution**”).

each a “**Party**” and together, the “**Parties**”.

**BACKGROUND**

- (A) Cancer Research UK is the world’s largest independent cancer research charity. Its objective is to promote health of the public by research into the nature, causes, diagnosis, prevention, treatment and cure of cancer.
- (B) CRH is an oncology innovation, drug discovery and commercialisation company that is a wholly owned subsidiary of Cancer Research UK. CRH focuses on accelerating the discovery and development of new therapeutics, diagnostics and devices in oncology through its established drug discovery engine, world-class scientific research, cutting-edge technology platforms and clinical expertise. It is responsible for the management and exploitation of the results derived from research funded by Cancer Research UK.
- (C) The Therapeutic Catalyst scheme run by Cancer Research UK (“**Therapeutic Catalyst**”) supports exploratory drug discovery focused on validating and de-risking targets, with the long-term goal of developing novel anti-cancer single agent therapeutics.
- (D) The Grantholder at the Host Institution has applied successfully for a Therapeutic Catalyst grant award ([INSERT AWARD REFERENCE AND TITLE]) from Cancer Research UK, governed by certain Grant Conditions. Those Grant Conditions contemplate the Parties entering into these additional terms (this “**Agreement**”).

Capitalised terms used but not defined in this Agreement will have the meaning set out in the Grant Conditions.

## AGREED TERMS

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### 1 OBJECTIVE OF THE THERAPEUTIC CATALYST

- 1.1 The Therapeutic Catalyst aims to accelerate the translation of world-class discovery science and breakthroughs into innovative cancer therapeutics for patient benefit (the “**Objective**”).
- 1.2 In support of the Objective, CRH, through its drug discovery division (“**CRH-Therapeutic Innovation**”), shall collaborate with the Host Institution and the Grantholder and may provide expertise, capabilities and additional resources to assist in the delivery of the Grant Activities.
- 1.3 The Parties acknowledge that, where any Foreground arising from the Grant Activities, in Cancer Research UK’s reasonable opinion, demonstrate potential for further research, development or commercialisation, the intention is that CRH and the Host Institution shall continue the collaboration with a view to maximising cancer patient benefit achieved by the onward development and commercialisation of Foreground.

### 2 THIS AGREEMENT

- 2.1 This Agreement is intended to set out the obligations of the Host Institution and should be read in conjunction with the Grant Conditions and the GAL. The definitions in the Glossary apply to and form part of this Agreement.
- 2.2 The Parties agree that entry into this Agreement is a condition of the Award as set out in the Grant Conditions and the GAL.
- 2.3 Except as expressly set out in this Agreement, the Grant Conditions shall continue in full force and effect.
- 2.4 Where the Parties have entered into, or subsequently enter into, a TTA governing the exploitation and/or development of Foreground:
- 2.4.1 the provisions of this Agreement relating to intellectual property, commercialisation and revenue sharing (including clauses 6 to 10) shall be superseded by the TTA; and
- 2.4.2 all other provisions of this Agreement shall continue to apply.
- 2.5 Where Schedule A applies to the Host Institution pursuant to clause 12.2 of the Grant Conditions, the Host Institution agrees that this Agreement shall apply, rather than the provisions of Schedule A of the Grant Conditions.

### 3 COLLABORATION

- 3.1 The Grantholder and the Host Institution shall collaborate with researchers at CRH-Therapeutic Innovation to perform the Grant Activities as set out in the Application or as otherwise agreed.

- 3.2 If any employees or students of the Host Institution performing the Grant Activities attend premises under the control or in the possession of CRH, the Host Institution agrees to procure that such Host Institution employees or students will act at all times in accordance with the rules and regulations of CRH, as notified by CRH prior to attending such premises. CRH accepts responsibility for the health and safety of such Host Institution employees or students on premises under the control or in the possession of CRH.
- 3.3 If any employees of CRH performing the Grant Activities attend premises under the control or in the possession of the Host Institution, CRH agrees to procure that such CRH employees will act at all times in accordance with the rules and regulations of the Host Institution, as notified by the Host Institution prior to attending such premises. The Host Institution accepts responsibility for the health and safety of such CRH employees on premises under the control or in the possession of the Host Institution.
- 3.4 Notwithstanding that this Agreement specifically govern arrangements between the Host Institution and CRH in respect of the Grant Activities, Host Institution's responsibility under the Grant Conditions to manage arrangements with other third parties, including in respect of Foreground generated by such third parties, continues.

#### **4 MATERIALS TRANSFER**

- 4.1 If CRH and the Host Institution intend to transfer materials between them, the following terms shall govern such material transfer.
- 4.2 The Providing Party shall provide to the Receiving Party sufficient quantities of Materials to enable the Receiving Party or its representatives to perform the activities allocated to it under the Grant Activities.
- 4.3 The Providing Party shall ensure that all appropriate and applicable approvals (including ethics committee approvals if necessary) and patient consents are in place in relation to the Materials provided by it to the Receiving Party.
- 4.4 The Providing Party shall provide the Receiving Party with all necessary information and/or data for the safe handling and storage of the Materials in accordance with applicable laws.
- 4.5 The Receiving Party shall ensure that the Materials are used solely for the Grant Activities and are not used in human subjects or for any therapeutic or diagnostic purposes. Except as specifically required by the Grant Activities, the Receiving Party shall not, and shall not authorise any person to, modify the Materials or otherwise carry out chemical analysis of, disassemble or reverse engineer or otherwise analyse the Materials to determine their structure or composition without the prior written consent of Providing Party.
- 4.6 The Receiving Party shall not transfer or provide the Materials to any third party without the prior written consent of the Providing Party.

- 4.7 The Receiving Party acknowledges that the Materials are experimental in nature and are provided “as is” without any representations or warranties of any kind, express or implied.

## **5 CONFIDENTIALITY, DATA PROTECTION AND PUBLICATION**

- 5.1 **Duty.** Each Party will keep confidential all Confidential Information of another Party received in connection with this Agreement, and only use another Party’s Confidential Information as permitted by this Agreement, unless:

5.1.1 the receiving Party can prove it was in its possession (other than under an obligation of confidence to anyone else) when it was received;

5.1.2 the receiving Party can prove by written records that it was developed independently without the Confidential Information;

5.1.3 it is requested or required to be disclosed under a legal obligation (other than a contractual obligation) or by a governmental authority in connection with a legal or administrative proceeding (including in connection with any regulatory approval process), as long as the receiving Party, if permitted by applicable law, promptly notifies the disclosing Party of its obligation to disclose and provides reasonable cooperation to the disclosing Party in any efforts to contest or limit the scope of the disclosure;

5.1.4 it is published in accordance with this Agreement; or

5.1.5 the receiving Party can prove it was received from a third party having an apparent bona fide right to disclose the information without a duty of confidentiality to the disclosing Party.

- 5.2 **Duration.** This clause 5 shall remain in force for five (5) years after the End Date. Cancer Research UK may retain one copy of the Confidential Information for the purposes of monitoring its obligations under this Agreement and to comply with laws and shall not be required to destroy or return any computer files stored securely by the receiving Party that are created during automatic system back up.

- 5.3 **Freedom of Information.** If a Party is subject to the Freedom of Information Act 2000 in the United Kingdom (or local Law related to access to information held by public authorities) and receives a request under that law to disclose information that is Confidential Information of another Party, it will consult with that other Party before it responds to the request.

- 5.4 **Data protection.** Each Party shall comply with all obligations under applicable law relating to personal data protection, including, among others, those in respect of the storage, processing and use of personal data, and the individuals to whom that data relates under all applicable data protection and privacy legislation in force from time to time. Such laws may include in the UK the General Data Protection Regulation ((EU) 2016/679) and the Data Protection Act 2018, as amended from time to time, or where personal data is transferred from the UK or EU

equivalent provisions under local national legislation no less onerous than those imposed under the UK's data protection legislation. Each Party shall enter into appropriate data sharing agreements with the other Parties, as applicable, prior to sharing personal data with such other Party. Each Party acknowledges that the laws applicable to Cancer Research UK include the General Data Protection Regulation ((EU) 2016/679) and the Data Protection Act 2018 and that the Parties will cooperate in good faith to ensure that Cancer Research UK is able to comply with its obligations under such laws including, if Cancer Research UK elects to transfer personal data to another Party on the basis of the condition of consent pursuant to Article 49 (a) of the General Data Protection Regulation, following notification by Cancer Research UK that any data subject has withdrawn their consent to processing of their personal data or has made a request for its erasure, such recipient Party shall (as applicable) promptly: (a) cease any processing of such personal data and (b), subject to any laws applicable to such recipient Party concerning the period for which records must be retained, erase any records of such personal data held by it or on its behalf.

- 5.5 **Publication of results.** The Host Institution will provide Cancer Research UK and CRH with prior notice of any publication or other public dissemination of Foreground. The Host Institution will comply with those requirements and the provisions of this Agreement relating to the identification of opportunities for patenting or otherwise securing intellectual property protection for Foreground. A Party may request that Confidential Information of such Party be removed from a proposed publication or presentation. If a proposed publication or presentation contains any Foreground which a Party considers may be appropriate for patenting or otherwise securing intellectual property protection, Cancer Research UK or CRH may request that the submission of such proposed publication or presentation be delayed for an additional ninety (90) days to decide whether or not to file a patent or secure protection. Lack of response from CRH or any Party within thirty (30) days of receipt of a proposed publication or presentation shall be considered deemed consent for publication or presentation.

## 6 BACKGROUND IP: OWNERSHIP AND USE

- 6.1 **Ownership.** Background will remain the property or under the control of the Party who introduces such Background to the Grant Activities. Nothing in this Agreement gives or grants any right to Background of another Party other than as expressly described in this Agreement.
- 6.2 **Right to use.** Each Party gives the other a fully paid-up, non-transferable, non-sublicensable and non-exclusive right to use its Background to perform the Grant Activities, and for no other purpose other than under clause 8. The right given in this clause are personal. It may be sub-licensed to subcontractors in accordance with the relevant clauses of this Agreement.
- 6.3 **Consistency.** Subject to clause 6.1, the Host Institution will not make any Contribution, or introduce any Background to the Grant Activities, that is or becomes subject to terms or third-

party rights that would prevent it being used in the Grant Activities and/or prevent the grant of rights under clause 8.

## **7 FOREGROUND IP: OWNERSHIP, USE AND LICENSES**

- 7.1 **Purpose.** The Host Institution acknowledges the importance of working together in a collaborative, rather than proprietary, spirit and sharing outputs from the Grant Activities in a manner that benefits patients, supports cancer research efforts and is performed for the general public good. Accordingly, it is important that Foreground capable of being translated through commercialisation to benefit cancer patients is not fragmented and remains capable of being commercialised in a coordinated fashion. The provisions of this clause 7 are intended to support this objective.
- 7.2 **Ownership.** As between the Parties, Foreground will be owned by the Party who originates or invents such IP. Except as expressly stated in this Agreement, the Host Institution will not be required to assign or convey ownership of any of its interest in or to any Foreground to CRH or Cancer Research UK. To the extent necessary to comply with this Agreement, the Host Institution shall do such acts and things as are reasonably necessary to ensure that Foreground generated by any Research Personnel is owned by their employing Host Institution.
- 7.3 **Reserved rights and use.** Each Party grants a fully paid-up and non-exclusive right to the other Parties to use all Foreground to perform the Grant Activities. For the avoidance of doubt, this grant does not include the right to use Foreground in the development, including but not limited to seeking regulatory authorisation, or sale of any product or development or provision of any service.

## **8 FOREGROUND IP: FURTHER DEVELOPMENT**

- 8.1 The main outputs of the Grant Activities are expected to be Know How suitable for publication and wider dissemination in the cancer research community. The Host Institution acknowledges that it is important to Cancer Research UK that the outputs of the Grant Activities are developed in the manner that will best deliver cancer patient benefit and wider public good, and are not exploited by the Host Institution in a manner that is divergent or contrary to Cancer Research UK's strategic goals. To achieve this, Cancer Research UK expects, to the extent reasonably achievable, to exploit commercially the Foreground through its wholly owned subsidiary, CRH, as contemplated by clause 8.1.5(b). In connection with those objectives:
- 8.1.1 Subject to its right to receive a share of revenue pursuant to clause 10 and subject to clauses 8.1.2–8.1.5 below, and effective as of the date of disclosure by the Host Institution or the Start Date (whichever comes first), the Host Institution grants to CRH an exclusive option to take a license that is worldwide, perpetual and irrevocable (unless CRH expressly refuses to enter into a share of revenue pursuant to clause 10.1), that is exclusive in respect of Foreground that is the subject of a patent,

copyright or other registrable intellectual property right and, if requested by CRH, and subject to clause 8.1.2, non-exclusive in respect of all other Foreground and any Background to the extent necessary to use the Foreground (“**CRH License**”), with the right to sub-license, under the Host Institution’s rights, title and interest therein for any and all purposes and, subject to any third party rights at the Start Date. Such option shall be exercisable by CRH providing written notice to the Host Institution and the Host Institution and CRH shall promptly and in good faith agree the terms of the CRH License which shall reflect the provisions of clauses 8, 9 and 10 and shall not require the payment by CRH of any further consideration (but for the avoidance of doubt shall provide for the Host Institution to receive a share of net revenue as contemplated by clause 10). The Host Institution may request in writing (with reasons) to be released from the option set out in this clause 8.1.1 at any time after the one (1) year anniversary of the End Date; consent to such request not to be unreasonably withheld or delayed by CRH. In the absence of such request and consent from CRH, such option shall continue in full force and effect and shall not lapse.

- 8.1.2 CRH may at any time request that any Foreground that is proposed to be or has been licensed non-exclusively as part of a CRH License, subject to any obligations owed to third parties, should be licensed exclusively and the Host Institution shall cooperate by acting reasonably and in good faith in responding to and negotiating with CRH in respect of any such request. The license granted under this clause 8.1.2 is subject to the rights of each Party under clause 7.3.
- 8.1.3 To the extent that Foreground arises from any research funded by the US Federal Government, nothing shall prevent the Host Institution from granting licenses to the US Federal Government in accordance with any rights reserved by law pursuant to 35 USC §§ 200-212 and 37 CFR § 401 et seq and applicable government implementing regulations.
- 8.1.4 In respect of each Grant Activity, a single committee (“**Commercialisation Committee**”) shall be established promptly following the Start Date with representation for (a) the Host Institution; and (b) CRH. Such Commercialisation Committee will meet periodically to discuss and advise on the potential uses and applications for the relevant Foreground, and opportunities to further develop the relevant Foreground, including specifically a meeting which will occur no longer than three (3) months following the End Date. The Parties will establish the committee and agree its terms of reference as soon as is practicable. The Commercialisation Committee that is formed pursuant to this clause 8.1.4 shall proactively drive the use of Foreground to advance cancer science and for the benefit of patients.
- 8.1.5 **Development activities.**
  - (a) Before it grants any rights under clause 8.1.1 to a third party for any purpose other than Academic Research, CRH shall provide to the Commercialisation

Committee a commercialisation and development plan that (i) identifies Foreground capable of commercial exploitation; and (ii) describes development and commercialisation activities proposed to be performed in respect of such Foreground by CRH, and the timescales in which they are expected to be performed. CRH shall consider, in good faith, all comments that it receives from the Commercialisation Committee, before it grants the relevant rights, in relation to the development plan and the arrangements proposed with that third party.

- (b) Subject to clause 8.1.5(a), CRH will use reasonable efforts to commercialise Foreground in accordance with the development plan referred to in clause 8.1.5(a). In the event that CRH has failed within three (3) years of the End Date to enter into a license or other commercialisation arrangement with a commercial third party (including any company formed for the purpose) to exploit commercially the Foreground (“**Commercialisation Agreement**”), then where the Host Institution has generated Foreground, the Host Institution shall discuss with CRH in good faith the development plan and commercial activity conducted to date and agree whether the exclusive right of CRH to commercialise such Foreground should be extended for an agreed further period. If the Host Institution, acting reasonably and in the best interest of expediently developing products or services for cancer patients, concludes that CRH no longer represents the most appropriate route forward for the commercialisation of such Foreground, the Host Institution may enter into good faith negotiations with Cancer Research UK and CRH to allow the Host Institution to assume responsibility for commercialisation of the Foreground. For the avoidance of doubt the Host Institution shall be subject to the obligation to share net revenue (including with CRH) in accordance with clause 10 and in compliance with clause 8.1.5(c).
- (c) In the event that the Commercialisation Agreement entered into by CRH grants a license to a commercial third party in only the field of cancer research and development, CRH shall consider in good faith any request from the Host Institution that it should be permitted to develop and exploit Foreground in other fields. If the Host Institution assumes responsibility for commercialisation pursuant to this clause 8.1.5(c), it will be bound by obligations materially identical to the commercialisation obligations of CRH within this Agreement. Any Commercialisation Agreement concluded by CRH or the Host Institution shall:
  - (i) reserve rights consistent with clause 7.3;

- (ii) (if applicable) reserve rights required by law pursuant to 35 USC §§ 200-212 and 37 CFR § 401 et seq, in favour of US-based Host Institution and the government;
- (iii) exclude all warranties by the Host Institution, Cancer Research UK, or CRH including the exclusion of any warranties relating to the validity, enforceability and non-infringement of Background and/or Foreground;
- (iv) include an indemnity from the commercial third party in favour of the Host Institution, Cancer Research UK, and CRH in terms materially similar to the following: “[third party] will indemnify, hold harmless, and defend the Host Institution, Cancer Research UK, and CRH and their respective officers, employees, and agents and the inventors of any Background and/or Foreground and their employers against any and all claims, suits, losses, damages, costs, fees, and expenses resulting from, or arising out of, exercise of the rights granted by the Commercialisation Agreement. This indemnification includes, but will not be limited to, any product liability.”;
- (v) include an obligation by the third party to obtain customary commercial general and product liability insurance;
- (vi) for Commercialisation Agreements granting exclusive rights under any Foreground, include an obligation for the third party to pursue commercially reasonable and diligent efforts to commercialise the Foreground;
- (vii) include customary provisions acknowledging that there are no implied licenses granted to such third party to use any other intellectual property belonging to the Parties, other than the relevant Foreground and/or Background;
- (viii) include restrictions on such third party’s use of the names of the Parties;
- (ix) grant to the commercial third party the right to defend and enforce any exclusively licensed Foreground (to which the Host Institution hereby consents); and
- (x) include the following specific commitments by the commercial partner: (a) to prioritise within a particular territory the achievement of regulatory authorisation for any products developed using the Foreground, CRH shall use all reasonable efforts to ensure that equivalent obligations apply to the United States; (b) to sell therapeutic products developed using the Foreground at an

affordable price in the UK; and (c) to actively consider, investigate, and report to CRH on its strategy pursuant to which any licensed product for one or more oncology indications may be made accessible to patients in low and medium-income countries where they do not intend to commercialise the licensed product, such as through licensing or partnerships including with non-profit organisations (“**LMIC Access Plan**”). They will provide written reasons to CRH if, following its investigation, it elects not to pursue an LMIC Access Plan, and will provide those reasons within fourteen (14) days of such decision being made. Cancer Research UK or CRH will use reasonable efforts to negotiate reimbursement of any patent costs incurred by the Host Institution to the extent that they relate to Foreground that is the subject matter of any Commercialisation Agreement.

- 8.1.6 If Cancer Research UK did not provide the majority of the total funding for the research that resulted in **Foreground** (taking into account the relative contributions of the inventors of the Foreground), then CRH will endeavour to negotiate with the other third party or parties which provided the majority funding to agree on the appropriate leading party and route for commercial exploitation (taking into account the particular respective expertise of Cancer Research UK, CRH and any third parties), and the division of any revenues accruing from such Foreground.

## **9 PATENT PROTECTION: NOTIFICATION, INVENTORSHIP AND MANAGEMENT RESPONSIBILITIES**

- 9.1 **Discoveries and inventorship.** Inventorship of Inventions from the Host Institution or CRH shall be determined in accordance with applicable laws, and ownership shall follow inventorship, subject to applicable institution policies.
- 9.2 **Disclosure.** The Host Institution shall take appropriate steps to cause all its Researchers to fully disclose any and all Foreground that is or may be protectable as IP to the appropriate organisational office that manages such disclosures for that institution which shall report such matters to Cancer Research UK, CRH and to the Commercialisation Committee.
- 9.3 In the event that the Host Institution elects not to protect any Foreground, reasonably prior (and in any event not less than sixty (60) days) to the expiry of any applicable time bar for protection, the Host Institution shall permit CRH to seek protection for such Foreground and shall provide CRH with assistance as reasonably required to enable IP protection, prosecution, management and future commercialisation. If CRH does seek protection, the prosecution and maintenance of such Foreground shall be at CRH’s discretion and all (as between the Parties) costs incurred in relation thereto shall be paid by CRH.

Subject to contract

- 9.4 The Host Institution shall consider any input provided by the Commercialisation Committee prior to commercialisation.

## **10 REVENUE SHARE**

- 10.1 **Sharing fairly.** Cancer Research UK and CRH are required to make sure that Foreground does not result in any private gain that is more than incidental to the charitable goals of Cancer Research UK, and that the Foreground is applied for public benefit.
- 10.2 If CRH or the Host Institution enters into any arrangement with a third party under which it receives revenue from any exploitation of Foreground, it will share with the Host Institution that contributed to the Foreground and Cancer Research UK a fair and reasonable portion of the net revenue as further described in clause 10.3.
- 10.3 The portions of net revenue to be shared between the Host Institution and Cancer Research UK will be discussed in good faith between the Host Institution and CRH and agreed, in writing, based on a range of factors including, among others, the Host Institution's contribution compared to the contributions of CRH and any other third parties to the package of Foreground for which the revenue is received.
- 10.4 If the relevant Host Institution and CRH do not agree, within sixty (60) days after a request from either of them, the portion of relevant net revenue that the Host Institution will receive, then the Host Institution or CRH may request that the matter is determined by an expert.

**Signature page to follow**

## SIGNATURE PAGE

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**SIGNED** and validly executed on behalf of

### **Cancer Research UK**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

### **Cancer Research Technology Ltd trading as Cancer Research Horizons**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

**[Insert Host Institution name]**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

## GLOSSARY

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<b>“Academic Research”</b>	means academic teaching scientific or clinical research performed by or under the direction of a person in accordance with their respective charitable or academic status, whether alone or in collaboration with a third party and whether sponsored or funded by any third party (so long as the Foreground is not encumbered in favour of any commercial or ‘for-profit’ third party);
<b>“Background”</b>	means, in respect of the Host Institution or CRH, any IP (a) owned by, licensed to or otherwise controlled by such party prior to the Start Date or (b) created or acquired after the Start Date independently of the Grant Activities; in each case used in the Grant Activities;
<b>“Confidential Information”</b>	means any information of a confidential nature, in tangible or non-tangible form (including oral disclosure) including Results, research and development plans, information relating to the customers, suppliers, business partners, clients, finances, business plans, technology, research and/or products (in each case actual or prospective) of the Host Institution, CRH or Cancer Research UK and any other technical or business information (whether or not marked as confidential), which is obtained by the Host Institution or CRH from the other (or its representatives). Information in a compilation or a compilation of information may be Confidential Information notwithstanding some or all elements of the information are in the public domain;
<b>“Contribution”</b>	means any financial and non-financial contributions (including human resources, materials, facilities, equipment and services) to be contributed to the performance of the Grant Activities;
<b>“End Date”</b>	means the date on which the GAL expires;
<b>“Foreground”</b>	means any IP generated or developed in the course of, the performance of, or arising from, the Grant Activities, including Results, and excluding Background;
<b>“Intellectual Property Rights (IP)”</b>	means Patents, Inventions, Materials, Know How, copyright and related rights, moral rights, trade marks and service marks, business names and domain name rights, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, formulae, database rights, rights to use, and protect the confidentiality of, confidential information (including trade secrets and, where applicable, data) and all other intellectual property rights, in each case, 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;

<b>“Invention”</b>	means any patentable or otherwise protectable invention or discovery that is conceived and reduced to practice in the performance of the Grant Activities;
<b>‘Know How’</b>	means information not in the public domain, including ideas, concepts, inventions, formulae, discoveries, data, specifications, procedures and protocols for experiments, studies and tests, results, laboratory records, information relating to methodologies, mathematical models, software programs, code and algorithms, together with any documents embodying any of the foregoing and any other media on which any of the foregoing can be permanently stored. Information in a compilation or a compilation of information may be Know How notwithstanding some or all of its individual elements are in the public domain;
<b>“Materials”</b>	means any chemical, biological or physical substances used in and for the purpose of performing the Grant Activities;
<b>“Party”</b>	means each of Cancer Research UK; CRH; and the Host Institution;
<b>“Party”</b>	means (a) all national, regional and international issued or granted patents and patent applications, including utility models, petty patents, design patents and certificates of invention, provisionals, converted provisionals, divisionals, continuations, continuations in-part, continued prosecution applications and substitute applications, in each case filed in any country or jurisdiction; (b) any extensions, renewal or restorations of the foregoing by existing or future extension, renewal or restoration mechanisms, including revalidations, reissues, re-examinations, confirmations, registrations, supplementary protection certificates, patent term extensions and the equivalent thereof; and (c) any other forms of intellectual property right having equivalent or similar effect to any such foregoing patent applications or patents, and extensions, renewals or restorations thereof;
<b>“Providing Party”</b>	means the Host Institution or CRH, as the case may be, providing Materials to the other, being CRH or Host Institution as the case may be;
<b>“Receiving Party”</b>	means the Host Institution or CRH, as the case may be, receiving Materials from the other, being CRH or Host Institution as the case may be;
<b>“Results”</b>	means Inventions, discoveries, Materials (including biological and chemical materials with the exception of human biological samples), technologies, products, data, algorithms, software, Patents, databases, copyright, and Know How arising from Grant Activities (including those arising from testing, analysis or other grant activities carried out on or with human biological samples), and all IP therein; and
<b>“Start Date”</b>	means the day the Grant Activities begin.

Subject to contract

## **SCHEDULE 1      THE APPLICATION**

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**[INSERT THE APPLICATION]**