

### **Rider for The Therapeutic Catalyst GAL**

You and your Host Institution acknowledge that the Grant awarded by CRUK under the GAL is made in relation to the Therapeutic Catalyst, which aims to support exploratory drug discovery efforts to validate and de-risk targets and technologies and position them for onward investment and progression.

#### **Special Conditions to your Grant Award Letter**

##### **The Therapeutic Catalyst and expectations in respect of Results:**

CRUK expects, and you and your Host Institution acknowledge, that where the Results arising out of the Grant Activities appear, in CRUK's reasonable opinion, to have promise, the intention is that CRH and you continue the collaboration.

##### **Collaboration**

You and your Host Institution shall collaborate with Research Personnel at the Therapeutic Innovation division of CRH to perform the Grant Activities as set out in the Application or as otherwise agreed.

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.

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.

Notwithstanding that these Special Conditions 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 Funded Intellectual Property generated by such third parties, continues.

##### **Funded Intellectual Property**

Notwithstanding clause 12.1 of the Grant Conditions, Funded Intellectual Property (including for clarity, Funded Materials) made, generated or reduced to practice by or on behalf of CRH or at CRH premises in respect of the Grant Activities shall vest in the CRH. The Host Institution shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to such vesting.

Each of CRH and the Host Institution grants to the other a royalty-free, fully paid-up, non-exclusive, non-transferable licence to use its Background IPR and Funded Intellectual Property for the Grant Period solely for the purpose of carrying out the Grant Activities.

In the event that Schedule A applies to the Host Institution pursuant to clause 12.2 of the Grant Conditions, CRUK and CRH hereby notify the Host Institution, and the Host Institution acknowledges, that any decision by CRUK to call for an assignment to CRH of all Funded Intellectual Property vesting in the Host Institution will be driven by the need to centralise Results generated as part of, and funded through, the Therapeutic Catalyst. For clarity, the statement that CRUK's right to call for assignment to CRH of all Funded Intellectual Property will likely only be exercised rarely is disapplied by these Special Conditions.

## **Materials**

For the purposes of these Special Conditions:

**"Background IPR"** means, in respect of the Host Institution or CRH, any intellectual property rights (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;

**"Materials"** means any chemical, biological or physical substances used in and for the purpose of performing the Grant Activities;

**"Providing Party"** 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; and

**"Receiving Party"** 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.

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.

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.

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.

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.

The Receiving Party shall not transfer or provide the Materials to any third party without the prior written consent of the Providing Party.

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.

Any and all Background IPR is and shall remain the exclusive property of the Host Institution or CRH, as the case may be, making such Background IPR available.

The Providing Party hereby grants to the Receiving Party a non-exclusive, non-transferable, royalty-free licence to use the Background IPR in the Materials provided by it solely for the purpose of, for the Grant Period and to the extent necessary to carry out, the Grant Activities.

## **Confidentiality**

For the purposes of these Special Conditions:

**"Confidential Information"** 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 Institute, CRH or CRUK 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.

Each of the Host Institution and CRH undertake that it shall not at any time during the Grant Period and for a period of five years thereafter, disclose to any person any Confidential Information of the other, except as permitted by these Special Conditions.

Each of the Host Institution and CRH may disclose the other's Confidential Information to its Research Personnel, employees, officers and representatives who need to know such information for the purposes of exercising such party's rights or carrying out its obligations under or in connection with the Grant Activities, provided that such persons are aware of the confidential nature of the Confidential Information and treat such Confidential Information as confidential. Each of the Host Institution and CRH shall be liable for the failure of such persons to comply with the obligations in this clause.

Each of the Host Institution and CRH may disclose the other's Confidential Information as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

Neither the Host Institution nor CRH shall use the Confidential Information of the other for any purpose other than to exercise its rights and perform its obligations under or in connection with the Grant Activities.

Results arising from the Grant Activities are confidential and should not be disclosed without the prior consent of CRH or CRUK except as set out in these Special Conditions.