



Grant General Terms and Conditions

BACKGROUND

This document sets out the standard Terms and Conditions for Grants funded by the National Children's Research Centre (NCRC). These Terms and Conditions form the basis of the standard Research Agreement signed by the Principal Investigator, Research Institution, and NCRC following the acceptance of an NCRC Grant.

It is the responsibility of the Research Institution to ensure that the Principal Investigator, Co-Principal Investigator, Research Team, and Collaborators, comply with the Terms & Conditions as set out in the Research Agreement. Failure to comply with the agreed Terms and Conditions may lead to sanctions, up to and including termination of the Grant.

1. DEFINITIONS AND INTERPRETATION

1.1 Unless the context otherwise requires, the following words shall have the following meanings:

“Acceptance Documentation” refers to any documentation or conditions referred to in the NCRC letter of offer issued to, and agreed with, the Research Institution in advance of awarding a Grant.

“Annual Report” means the report to be submitted by the Research Institution to the NCRC in accordance with Clause 5.1 of the Terms and Conditions.

“Application” means the application submitted by, or on behalf of the Research Institution, all documents attached thereto, and all other documentation furnished to the NCRC prior to the issuing of a Grant.

“Asset” means any asset, including buildings or equipment, acquired, generated or established directly in connection with the Grant Funded Activities or any part of them.

“Budget” means the budget as agreed between the Parties and set out in Research Agreement and any binding variation thereof.

“Business Day” means a day which is not a Saturday or a Sunday or public holiday in Ireland on which banks in Dublin are generally open for business.

“CMRF” means The Children's Medical & Research Foundation, having a principal place of business at Our Lady's Children's Hospital, Crumlin, 14-18 Drimnagh Road, Dublin 12.

“Commencement Date” means the start date of the Term.

“End of Grant Report” means the report to be furnished by the Research Institution to the NCRC in accordance with Clause 5.2 of the Terms and Conditions.

“Financial Records” means such ledgers, bank statements, accounts, invoices, vouching documentation, authorities, directions and instructions to auditors, accountants, banks and other servants or agents of the Research Institution and any other papers in both paper and electronic form which may be reasonably necessary to enable the NCRC exercise its rights of audit and to satisfy the NCRC that the Research Institution has complied with the Grant.

“General Terms and Conditions” means the Terms and Conditions set out below.

“Grant” means the grant awarded in the Letter of and being the terms, conditions, undertakings and obligations set out in the Research Agreement together with any binding variation and including the Application and the Acceptance Documentation.

“Grant Funded Activities” means the activities in respect of which the Grant is awarded being the Research Project:

“Intellectual Property” means all intellectual property produced in connection with the Grant Funded Activities including copyrights, patents, design rights, trade secrets, confidential information, trademarks, trade names, domain names, service marks, utility models, moral rights, topography rights, rights and databases and know-how in all cases whether or not registered or registrable and including registrations and applications for registration of any of these rights and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world.

“Interim Report” means the report to the submitted by the Research Institution to the NCRC in accordance with Clause 5.3 of the Terms and Conditions.

“Misconduct” means fabrication (including without limitation the making up of data or results and recording or reporting them), falsification (including but not limited to manipulating research materials, equipment or processes or changing or omitting data or results such that the research is not accurately represented in the research record), plagiarism (the appropriation of another person’s ideas, processes, results or words without giving appropriate credit) or other serious deviation from accepted practices.

“Open Access” means free availability on the public internet, permitting any users to read, download, copy, distribute, print, search, or link to the full texts of these articles, crawl them for indexing, pass them as data to software, or use them for any other lawful purpose, without financial, legal, or technical barriers other than those inseparable from gaining access to the internet itself. The only constraint on reproduction and distribution, and the only role for copyright in this domain, should be to give authors control over the integrity of their work and the right to be properly acknowledged and cited.

“Principal Investigator” means the individual employed or otherwise engaged by the Research Institution nominated as such by the Research Institution and named in the Grant and in the case of a Fellowship Grant means the Supervisor(s) named in the Grant.

“Project Accounts Manager” means the person in the Research Institution that is responsible for managing the finances of the Research Project.

“Special Conditions” means the terms and conditions set out in the Research Agreement.

“Team” means the Principal Investigator, staff, students, visiting researchers and others employed, involved or otherwise engaged by the Research Institution for the purposes of the Grant Funded Activities.

“Term” means the period specified in the Research Agreement.

2. Interpretations

- 2.1 All references to a statutory provision shall be construed as including references to:
- 2.1.1 Any statutory modification, consolidation or re-enactment (whether before or after the date of the Grant) for the time being in force.
 - 2.1.2 All statutory instruments, regulations or orders from time to time made pursuant thereto.
 - 2.1.3 Any statutory provisions of which a statutory provision is a modification, consolidation or re-enactment.
- 2.2 Any reference to a person shall be construed as a reference to an individual, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing.
- 2.3 Any reference to the NCRC includes, where appropriate, its successors and assigns.
- 2.4 Except where the context otherwise requires words denoting the singular include the plural and vice versa and words denoting any one gender shall include all genders.
- 2.5 Where any word or phrase is given a defined meaning any other form of that word or phrase has the corresponding meaning.
- 2.6 Headings are for convenience of reference only and do not affect the construction or interpretation of any provision.
- 2.7 In the case of conflict between the Special Conditions specified in the Grant and the General Terms and Conditions in the Research Agreement then the Special Conditions shall prevail.

GRANT GENERAL TERMS AND CONDITIONS

1 The Grant

- 1.1 The NCRC in reliance on the warranties and undertakings given by the Research Institution in this Grant agrees to provide the Grant to the Research Institution subject to the terms and conditions set out in this agreement.
- 1.2 The Grant shall be paid to the Research Institution and used exclusively for the Grant in accordance with the terms of this agreement and paid in accordance with Clause 3 of this Schedule 2.
- 1.3 The Research Institution acknowledges and accepts that in agreeing to make the Grant available the NCRC is relying on the warranties given in Clause 5 of this Schedule 2.
- 1.4 The Parties have therefore agreed to enter into this Grant which, with effect from the date it is executed, will govern the provision and use of the Grant.

2 The Approved Use of the Grant

2.1 The Research Institution will apply the Grant as set out in this agreement and will not deviate in any respect without the prior written consent of the NCRC.

3 Payment of Grant

3.1 The NCRC will make payment of the amounts specified in the Grant claim in accordance with the payment profile set out in the Special Conditions subject to compliance with any conditions precedent set out in the Grant.

3.2 No payment will be made that exceeds the Grant awarded.

3.3 The NCRC shall be entitled to withhold payment scheduled if the Research Institution has not complied with its reporting obligations as set out in this agreement or any other breach of this agreement but the NCRC shall not unreasonably withhold payments in that regard.

3.4 If the costs incurred by the Research Institution in carrying out the Grant amount to less than the maximum amount of the Grant, the NCRC shall be obliged to pay only such amount as may be necessary to discharge the actual costs.

3.5 The Research Institution shall be obliged to repay to the NCRC within thirty days of demand any amounts of Grant monies paid and not used or committed to discharge actual costs.

3.6 The NCRC shall have the right to seek reimbursement in the event of an overpayment of the Grant including the right to set off such overpayment against further payments of the Grant in relation to this Research Project.

3.7 The Research Institution shall be obliged to submit any outstanding invoices related to the Grant within six months of the contract end date. Any delay beyond six months will result in the NCRC not being liable for the outstanding costs.

4 Financial Records and Other Records

4.1 The Research Institution shall maintain separate Financial Records for the Grant identified by a reference code which is specific to the Grant and all costs and income properly relating to the Grant (including without limitation all disbursements of Grant monies) shall be accounted for through them.

4.2 The Financial Records shall be maintained in accordance with good accounting practice.

4.3 The Research Institution shall maintain such other records as may be reasonably necessary or as may be reasonably required by the NCRC to satisfy the NCRC that the Research Institution has complied with all of the Grant Conditions including without limitation records relating to evaluations of the outputs, outcomes, impacts and other results of the Grant Funded Activities.

4.4 For the purposes of the Research Project the Research Institution shall maintain adequate and secure records either in paper or electronic form. The NCRC reserves the right to discuss the details of the records provided with the Research Institution should clarity be required.

4.5 The Research Institution shall make reasonable efforts to ensure that in any agreement it may enter into with a third party in relation to the co-funding of the Grant Funded

Activities endeavours to provide for the right of the NCRC or any other body or individual appointed by it to inspect the Financial Records and other records as aforesaid subject to prior written notice by NCRC upon thirty (30) days to the Research Institution

- 4.6 The Research Institution shall retain or arrange for the retention of the Financial Records and other records referred to above in either paper or electronic form and shall make them available to the NCRC or its authorised representatives upon seven days' notice during the Term and for a period of seven years following submission of the End of Grant Report or for such longer period as the NCRC may require whether they are located on premises owned or occupied by the Research Institution or otherwise.
- 4.7 The NCRC or its authorised representative(s) shall be entitled to seek entry (such entry not to be unreasonably withheld by the Research Institution) to any premises relevant to the Research Project, owned or occupied by the Research Institution or over which the Research Institution have control or right of access in which any Grant Funded Activity is being conducted and/or the Financial Records or other records are being stored and have access to any personnel of the Research Institution for the purposes of inspecting the premises, observing procedures, inspecting the Financial Records and other records and doing all things necessary in order to be satisfied that the Research Institution has complied with all of the Grant terms and conditions in so far as is reasonably practicable.

5 Reports/Certification

- 5.1 The Research Institution shall furnish an Annual Report to the NCRC on or before the 31st day of January in each year of the Term, unless another date is otherwise agreed by the Parties. For the avoidance of doubt an Annual Report will be required where the Grant Funded Activity is temporarily suspended or deferred.
- 5.2 The Research Institution shall furnish an End of Grant Report to the NCRC within sixty days of the cessation of the Grant Funded Activities.
- 5.3 The Research Institution shall furnish to the NCRC at such other times and within such periods as it may reasonably require an Interim Report.
- 5.4 All such reports shall be in the form or template (if any) prescribed by the NCRC from time to time and shall contain such information as the NCRC may reasonably require and shall be completed to the satisfaction of the NCRC.
- 5.5 The Research Institution shall, if so required by the NCRC, procure that any report relevant to the Research Project required pursuant to this Clause 5 is audited by the Research Institution's internal Project Accounts Manager at the expense of the Research Institution.
- 5.6 The NCRC shall be entitled as often as it may reasonably require to have any such report audited at its expense by its nominated auditors and the Research Institution shall make reasonable efforts to fully co-operate with such auditors and shall allow them access to any relevant Financial Records and other records referred to above and statistical, administrative, scientific and other relevant supporting papers and records which are specifically related to this Agreement in either paper or electronic form subject to the appropriate confidentiality agreements being put in place between the Parties and any nominated auditors.

- 5.7 The Research Institution shall furnish to the NCRC within such period as may reasonably be required by it such further information as it may reasonably request following receipt by the NCRC of an Annual Report, an Interim Report or the End of Grant Report including but not limited to information for the purpose of evaluating the outputs, outcomes and impacts of the Grant Funded Activities.
- 5.8 The NCRC shall be entitled to suspend payment of any part of the Grant to the Research Institution and/or refuse to consider any proposal or application for another grant by or on behalf of a Principal Investigator on behalf of the Research Institution for so long as any of that Principal Investigator reports referred to in clauses 5.1 or 5.2 or 5.3 above or any audited report referred to in Clause 5.6 above or any additional information requested in relation to any such report or requested pursuant to Clause 5.7 above or otherwise is outstanding.

6. Warranties

- 6.1 The Research Institution warrants that:
- 6.1.1 It has full power and authority and all necessary resources to carry out the Grant Funded Activities and to comply with the provisions of and perform all of its obligations under the Grant.
- 6.1.2 The acceptance of the award of Grant has been executed by its duly authorised representative with full power and authority to bind it.
- 6.1.3 It has obtained or will obtain all necessary consents, approvals, authorisations, licences and permissions which are required to enable it comply with its obligations under the Grant.
- 6.1.4 It shall throughout the Term maintain all such consents, approvals, authorisations, licences and permissions and shall not commit any act or omission which might invalidate, breach or otherwise impair the effect of any of them.
- 6.1.5 Every statement, representation or information provided in the Application, any documents furnished therewith, any Annual Report, End of Grant Report or Interim Report or financial statement is or will be, to the best of its knowledge and having made in advance appropriate enquiries, true, complete and accurate.
- 6.1.6 It is authorised by its Constitution/Memorandum and Articles of Association to carry out the Grant Funded Activities.

7 Responsibilities of the Research Institution

- 7.1 The Research Institution has full responsibility for the Grant and the Grant Funded Activities and for adherence by the Principal Investigator and the Team with the terms and conditions of the Grant.
- 7.2 The Research Institution shall, without limiting the generality of the foregoing:
- 7.2.1 Comply in full with the terms and conditions of the Grant.
- 7.2.2 Use the Grant monies solely and entirely for the Grant Funded Activities and for no other purpose whatsoever and strictly in accordance with the Budget.

- 7.2.3 Perform or ensure that the Grant Funded Activities are performed with due skill, care, and diligence and by appropriately qualified personnel and are completed within the Term.
- 7.2.4 Ensure that all monies claimed and paid are allowable, necessary and reasonable for the conduct of the Grant Funded Activities, and claimed and paid in accordance with any financial policies as notified to it by the NCRC in writing and in advance of the Grant being awarded or as detailed on the NCRC website, provided that compliance with such financial policies is administratively possible by the Research Institution.
- 7.2.5 Ensure that the Principal Investigator receives a copy of this Grant and any subsequent binding variations and procure that the Grant Funded Activities are carried out under the supervision of the Principal Investigator.
- 7.2.6 Ensure that the Principal Investigator and the Team fully comply with the obligations on the part of the Research Institution contained in the Grant.
- 7.2.7 Ensure that all members of the Team are sufficiently qualified or will receive training appropriate for their duties including health and safety training.
- 7.2.8 Ensure that appropriate training, direction and supervision of the Team is provided and that the Team complies with good laboratory practice.
- 7.2.9 In the event that the Grant Funded Activities involve patient contact, ensure that the appropriate medical indemnity insurance is in place.
- 7.2.10 Take part in and ensure that the Principal Investigator takes part in a review or reviews of the progress of the Grant Funded Activities, its organisation and financing and any other relevant issues when so reasonably required by the NCRC.
- 7.2.11 Implement and ensure that the Principal Investigator implements any conditions relevant to the Research Project and for the continuation of the Grant made by the NCRC arising out of any such review or out of any report furnished pursuant to Clause 5 of this Schedule 2.
- 7.2.12 Comply with all relevant statutory requirements, regulatory requirements, regulations and bye-laws relating to the Grant and the Grant Funded Activities including without limitation all such relating to the employment, involvement or engagement of the members of the Team.
- 7.2.13 Not accept or receive funding for the same Grant Funded Activities from any other source unless previously mutually agreed in writing by the Parties.
- 7.2.14 Not enter into any agreement with any third party relating directly or indirectly to the Grant Funded Activities without the prior written consent of the NCRC and shall not in any material respect alter or amend any such agreement without the further written agreement between the Parties to this Agreement.
- 7.2.15 Make reasonable efforts to ensure the Principal Investigator or any other member of the Team are available to the NCRC for the purposes of monitoring of the Grant Funded Activity.

- 7.2.16 Ensure that it has not contractually committed to any party for the supply of services or entered into any contract for services or for the supply or provision of an Asset without ensuring such obligation or commitment is conditional on NCRC Grant monies and further that such obligation or commitment contains a provision for termination in the event of the Grant monies being no longer available for any reason whatsoever.
- 7.2.17 Not alter the principal objects provision of its Constitution/Memorandum and Articles of Association without the prior written consent of the NCRC save for Research Institution created by Statute PROVIDED ALWAYS any such amendment to the Statute shall not prevent the Research Institution from complying with these terms and conditions.
- 7.3 The Research Institution shall notify the NCRC of any of the following matters;
- 7.3.1 Any proposed change in the objectives of the Grant Funded Activities (which proposed change for the avoidance of doubt shall not be made without the written consent of the NCRC).
- 7.3.2 Any material adverse occurrence or anticipated occurrence relating to the Grant Funded Activities.
- 7.3.3 If the Principal Investigator or any other member of the Team:
- 7.3.3.1 has devoted or intends to devote substantially less effort to the Grant Funded Activities where such activities shall have a material adverse effect on the Research Project related to this Agreement;
- 7.3.3.2 severs or intends to sever their connection with the Research Institution without prior written advance notice to the Parties;
- 7.3.3.3 is absent for any type of material leave (including but not limited to statutory leave entitlements such as maternity leave and any non-statutory leave) other than normal holiday or sick leave; or
- 7.3.3.4 has relinquished or intends to relinquish active direction of the Grant Funded Activities without prior written advance notice to the Parties.
- 7.4 The Principal Investigator shall be employed by, otherwise engaged by or appointed to the Research Institution and the Research Institution shall ensure in his/her agreement that he/she is responsible to the Research Institution for the direction, management and pursuit of the Grant Funded Activities in all of its objectives and the efficient, proper and appropriate conduct of the Grant Funded Activities.
- 7.5 The Research Institution shall, without limiting the generality of any of the foregoing provisions of this Clause 7:
- 7.5.1 Be responsible for entering into a contract of employment or engagement with the Principal Investigator and each member of the Team and shall forthwith inform the NCRC if any such contract is terminated during the Term and shall furnish to the NCRC such information as it may reasonably require in relation to any replacement or additional member of the Team.

- 7.5.2 Ensure that each such contract contains such terms and conditions as the Research Institution may require to enable it to comply with its obligations under the Grant.
- 7.5.3 Ensure that the term of each such contract is strictly limited to the Term of the Grant unless the Research Institution wishes to retain the services of the Principal Investigator or any member of the Team for its own purposes and its own expense.
- 7.5.4 Ensure that all salary payments are appropriately adjusted to reflect any changes in personnel, as well as any circumstances such as absences, illness, or resignation. No financial support will be provided by the NCRC to any researcher, regardless of job description or grant type, whose salary is funded by the NCRC whilst they are on maternity, adoptive leave, or any type of leave other than normal holiday leave.
- 7.5.5 In the event that the duties of any member of the Team involve travel out of Ireland ensure that all necessary permits, licences and other approvals necessary to facilitate such travel are obtained and complied with.
- 7.5.6 Ensure that all costs incurred in relation to travel, attendance at conferences, subsistence and other similar costs comply with guidelines and rates from time to time issued by the Department of Finance or the NCRC as published or notified.
- 7.5.7 In the event of the Principal Investigator resigning during the Term take all reasonable steps to ensure that postgraduate students supported by the Grant are given every opportunity to complete their degrees.
- 7.5.8 Take all necessary steps to ensure that the Principal Investigator and the members of the Team are aware that the contract under which they are employed or otherwise engaged is with the Research Institution and not with the NCRC and indemnify the NCRC against any claim by the Principal Investigator or the members of the Team that they are an employee of or have otherwise been engaged by the NCRC.

8. Intellectual Property

- 8.1 The Research Institution and Principal Researcher have a duty to the public to ensure that discoveries and advancements in knowledge arising from the Grant Funded Activities are translated for public benefit including but not limited to commercial development of new therapies, diagnostics, materials, methodologies and software for health.
- 8.2 The Research Institution must subscribe to the National Intellectual Property Protocol, **'Inspiring Partnership- the national IP Protocol 2016: Policies and resources to help industry make good use of public research in Ireland'**, prepared by Government/Knowledge Transfer Ireland to ensure transparent and consistent procedures for managing Intellectual Property from government funded research.

The Research Institution shall:

- 8.2.1 Devise, publish, implement and maintain procedures for the management of Intellectual Property arising from the Grant Funded Activities and in particular

but without prejudice to the generality of the foregoing shall use all reasonable endeavours to ensure that:

8.2.1.1 The Intellectual Property of the Grant Funded Activities is identified, recorded and carefully distinguished from the other outputs of other research.

8.2.1.2 The Intellectual Property of the Grant Funded Activities is appropriately protected prior to any publication.

8.2.1.3 The Intellectual Property of the Grant Funded Activities is appropriately translated and commercialised.

8.2.5 Ensure that the Principal Researcher assists with the development of the appropriate commercial strategies referred to above.

8.2.6 Inform the NCRC in Interim Reports and/or Annual Reports and the End of Grant Report of any outputs which are capable of exploitation whether patentable or not.

8.2.7 Inform the NCRC of any outcomes and impact arising from translation (including commercialisation) in Interim Reports and/or Annual Reports and the End of Grant Report or, within a reasonable time of such outcomes or impact if they occur after expiry of the Term.

8.2.8 Permit the NCRC to audit the Research Institution's policies and procedures for the management of Intellectual Property.

8.3 For the purposes of this clause 8, the following definitions shall apply:

"Background IP" means IP that is owned by a Research Institution prior to the date of this agreement or developed by the individual or Research Institution outside of the scope of this agreement.

"Foreground IP" means IP generated or developed in the course of the Research Project and all rights therein.

8.4 Not Used

8.5 Unless agreed otherwise by the Parties, the Research Institution as employer of the Principal Investigator and the Team shall be the sole and exclusive owner of the Foreground IP. The Research Institution hereby grants the NCRC an option to negotiate under a separate agreement for a percentage share in the commercial benefits derived from the commercial exploitation of the Foreground IP, less the equivalent percentage of the documented costs incurred by the Research Institution in association with the protection and exploitation of the Foreground IP.

9 Liability, Indemnity, and Insurance

9.1 The Research Institution shall be wholly responsible for the conduct of the Grant Funded Activities and the NCRC shall have no obligation, responsibility or any liability financial or otherwise of any kind to the Research Institution, the Principal Investigator or any member of the Team or any third party arising directly or indirectly from the Grant or the Grant Funded Activities or payment of the Grant or any part thereof or any

representation or other act or omission connected with the Grant save and except the payment of the Grant in accordance with the terms and conditions of the Grant.

- 9.2 The Research Institution shall fully indemnify and keep indemnified the NCRC, its officers, members, servants and agents against all liabilities, losses, damages, costs (including legal and/or professional costs) and claims of any kind arising from any act or omission of the Research Institution, the Principal Investigator or any member of the Team in connection with the Grant Funded Activities or the use of the Grant or from the provision of any funds, advices or assistance of any kind given by the NCRC pursuant to the terms and conditions of the Grant or otherwise arising from any act, negligence, error, default, omission, breach of contract or breach of statutory duty of the Research Institution, the Principal Investigator or any member of the Team in connection with the performance of the Grant Funded Activities.
- 9.3 The Research Institution shall maintain the following insurances at all times during the Term with a well-established and reputable insurer or underwriter authorised to provide insurance in Ireland and shall furnish to the NCRC details of such insurance on request:
- 9.3.1 A public liability policy insuring against liability for any claims, losses, damages and expenses (including legal and/or professional costs) due to damage or destruction of property or death or personal injury of any person arising as a result of or in connection with the Grant Funded Activities for an amount of not less than €6.5 million any one occurrence. The Research Institution's policy shall provide for indemnity to the NCRC.
- 9.3.2 An employer's liability policy insuring against liability for any claims, losses, damages and expenses (including legal and/or professional costs) due to the injury to or disease or death of any person employed or otherwise engaged by the Research Institution arising as a result of or in connection with the Grant Funded Activities for an amount of not less than €13 million any one occurrence. The Research Institution's policy shall provide for indemnity to the NCRC.
- 9.3.3 The Research Institution shall increase the insurance limits set out above and/or obtain additional cover at its own expense when reasonably required so to do by the NCRC.
- 9.4 The insurances required to be obtained by the Research Institution pursuant to Clause 9.3 shall not limit the obligations, liabilities or responsibilities of the Research Institution under the Grant Conditions or otherwise and the Research Institution shall discharge all of its obligations which are insurable under the terms and conditions of the Grant whether or not it has the requisite insurance or has received payment in respect of the insured obligations from its insurers.
- 9.5 NCRC acknowledges that the Research Institution is not covered by the Clinical Indemnity Scheme and does not maintain medical malpractice insurance. The Research Institution shall use its best endeavours to ensure that the Grant Funded Activities are covered by the Clinical Indemnity Scheme or a Medical Malpractice Policy or such other insurance as appropriate depending on the nature of the human participant activity concerned and obtain confirmation to its satisfaction that such insurance covers the Grant Funded Activities.

- 9.6 The Research Institution shall be liable to pay the full amount of any deductible or excess amounts arising under the insurance policies in respect of each and every claim.
- 9.7 The Research Institution shall notify the NCRC of any claims made against the Research Institutions insurance policies such as they relate to the operation or performance of the Grant Funded Activities.
- 9.8 The Research Institution shall as soon as possible furnish to the NCRC full details in writing of any event, occurrence or non-occurrence which is material to the indemnities and insurances provided for in this Clause 9.
- 9.9 Nothing in this Agreement limits or excludes any party's Liability for death or personal injury, for any fraud or for any other sort of liability that, by law, cannot be limited or excluded.
- 9.10 Save clause 9.9, no party shall be liable to the other party for any loss of profit, loss of revenue, or loss of contracts, loss of goodwill, loss of reputation, or any indirect or consequential Loss howsoever caused arising out of or in connection with the performance or non-performance (as the case may be) by that party of its obligations under this Agreement regardless of whether such losses were in the contemplation of the parties.
- 9.11 Subject to Clause 9.9, the aggregate liability of either Party in contract, tort (including, without limitation, negligence) or otherwise arising out of or in connection with or in relation to this Agreement, shall be limited to the total amount of the Grant

10 Procurement

- 10.1 The Research Institution shall ensure that the procurement of Assets and services funded by the Grant is carried out in accordance with any Department of Finance public procurement guidelines or guidelines issued by the NCRC and subsequently reviewed and accepted by the Research Institution, from time to time.

11 Assets

- 11.1 The Research Institution shall procure that at all times it has full and unencumbered title to all Assets and shall not dispose of or grant any security or otherwise deal with any Asset without the prior written approval of the NCRC.
- 11.2 The Research Institution shall be responsible for ensuring that all such Assets have adequate insurance cover and are maintained in good working order. If an Asset is damaged or destroyed, the Research Institution shall repair or replace it.
- 11.3 Any loss resulting from payments made for an Asset in advance of delivery will be entirely the responsibility of the Research Institution.
- 11.4 The Assets shall be used solely for the purpose of Grant Funded Activities and if during the Term or thereafter an Asset is not required for use in connection with the Grant Funded Activities the Research Institution shall make all reasonable efforts to notify the NCRC in writing and shall make it available for use in the following order of priority:
- 11.4.1 to any other grant funded activity within the Research Institution funded by the NCRC;

- 11.4.2 to any research in Ireland in receipt of funding from the NCRC;
- 11.4.3 to any other research within the Research Institution which is in receipt of funding from any agency of the Irish Government or the European Commission;
- 11.4.4 to any other research in Ireland which is in receipt of funding from any agency of the Irish Government or the European Commission;
- 11.4.5 to any research or use nominated or directed in writing by the NCRC;
- 11.4.6 as the Research Institution itself may reasonably desire in furtherance of its educational research objectives;

Provided that where any such Asset is made available for other use the Research Institution may require payment of a reasonable market fee in respect of such use which shall be treated as income of the Grant Funded Activity.

12 Transfer of Grant

- 12.1 The Grant is made personally to the Research Institution who shall not without the prior written consent of the NCRC assign, transfer or sub-contract the benefit and/or burden of it to any other party.
- 12.2 Without prejudice to the generality of the foregoing, the Grant shall not be transferred to another institution without the prior written consent of the NCRC, the Research Institution and the new Research Institution.
- 12.3 Any such consent may be subject to such conditions as the NCRC may reasonably require including but not limited to conditions relating to the acceptance of the Grant by the new Research Institution.

13 Publication

- 13.1 The Research Institution shall and shall ensure that the Principal Investigator shall:
 - 13.1.1 Work in co-operation with the NCRC to publicise any research studies included in the Grant Funded Activities and the findings of them as part of the wider responsibility to promote the value of its research to the public.
 - 13.1.2 Disseminate any findings, results or products of the Grant Funded Activities in peer review publications through the media and among the general public as far as possible or practicable (unless this would undermine Intellectual Property or other rights/entitlements of the Research Institution, Principal Investigator or the Team).
 - 13.1.3 Subject to any copyright entitlement of third parties, deposit electronic copies of any research papers that have been accepted for publication in a peer review journal, which are supported in whole or in part by the Grant Funded Activities, in an Open Access repository ideally at the time of acceptance by the journal and no later than the date of formal publication.
 - 13.1.4 Whenever possible, grant licences in respect of copyright in research papers such that they can be freely copied and re-used for, amongst other things, text and data-mining purposes, provided that such uses are fully attributed.

13.1.5 Notify the NCRC one month in advance of all publications and events that are based on the Research Project or studies in connection with the Grant Funded Activities. This includes full journal papers, books, reports or policy papers. In order to facilitate association with the NCRC, the Research Institution shall acknowledge and shall ensure that the Principal Investigator expressly acknowledges the NCRC as the source of funding in any publication, presentation, report or media interview/coverage in respect of the Grant Funded Activities by including the NCRC in their list of institute affiliations, the logo of the NCRC on any publication and the following statement in the main body of any press release.

“This research was supported by the National Children’s Research Centre, Crumlin.”

13.1.6 comply with any communication requirements of the NCRC as requested from time to time, including with regard to issuing Press releases and notify the NCRC one month in advance of the publication of any such press release.

13.2 The Research Institution shall comply with any authorship policy prescribed by the NCRC and furthermore any advertisement or tender notice which is produced for the press, world-wide web or internal notice boards shall carry an acknowledgment of the NCRC as a funding source and the logo of the Research Institution and the NCRC. The NCRC logo must be used in line with the NCRC logo guidelines which are listed in the communications section of the NCRC website. These guidelines may be updated or changed from time to time.

14 Research Governance (Responsible Conduct of Research)

14.1 It is the responsibility of the Research Institution to ensure that any research carried out in the course of the Grant Funded Activities is organised and undertaken within a framework of best practice and in accordance with the highest standards of scientific integrity and research methodology including but not limited to ensuring that all necessary permissions are obtained before the research begins and that there is clarity of role and responsibility among the Research Team with any collaborators. The following shall be considered as minimum requirements in achieving the aforementioned high standards:

14.1.1 In accordance with the National Policy on Ensuring Integrity in Irish Research (2014) the Research Institution shall have in place procedures for governing good research practice and reliable systems for the prevention of Misconduct and clearly defined procedures for the investigation of allegations of Misconduct.

14.1.2 Where possible, research shall avoid the use of animals. Where this is not possible all necessary animal licences must be obtained before the commencement of any research involving animals.

14.1.3 The Research Institution shall be responsible for ensuring that issues of an ethical nature relating to research are identified at the earliest opportunity and where necessary approval obtained from an ethics committee(s) recognised by the Research Institution. An ethical approval declaration must be submitted with the completed Acceptance Documentation to the NCRC. In the event that research requiring ethical approval begins at a point later than the Commencement Date the declaration must be signed by the Principal

Investigator stating that the research which requires ethical approval will not begin until a copy of the research ethics approval letter has been submitted to the NCRC and its receipt confirmed and no payment or further payment of the Grant shall be made until receipt by the NCRC of a copy of such approval.

14.1.4 Ethical issues shall include, but are not limited to, relevant codes of practice, the involvement of human participants, tissue or data in research, the use of animals, research that may result in damage to the environment and the collection of, access to, use, and/or transfer of sensitive economic, social or personal data.

14.1.5 The Research Institution must have in place effective and verifiable systems for managing research quality, progress and the safety and well-being of patients and other research participants. These systems must promote and maintain the relevant codes of practice and all relevant statutory review, authorisation and reporting requirements.

14.1.6 The Parties must comply with all applicable laws.

14.2 Either Parties shall as soon as possible furnish to the other Party in writing full details of any Misconduct directly or indirectly relating to the Grant Funded Activities.

15 Funding / Statutory Requirements

15.1 The Research Institution acknowledges that the NCRC is dependent on the CMRF for funding of its Grant activities and that, if sufficient funding is not forthcoming from the CMRF, the NCRC may not be in a position to fund all of its grant commitments including the Grant. Accordingly, the Research Institution agrees that if the NCRC does not have sufficient funding to cover all of its Grant commitments as aforesaid:

15.1.1 The NCRC shall be entitled in its sole discretion to determine which grant commitments it will continue and which commitments it will reduce, suspend, terminate or revoke; and

15.1.2 The NCRC shall be entitled in its sole discretion to forthwith reduce, suspend, terminate, or revoke the Grant by written notice to the Research Institution. On termination of this Agreement for whatever reason, the NCRC shall pay to the Research Institution all sums incurred and all sums Committed as at the date of termination A Committed cost is a cost for which a valid purchase order has been issued and approved in advance of the notification to the Research Institution.

16 Term/Termination

16.1 The Term shall commence on the Commencement Date and continue for the Term.

16.2 The NCRC will be entitled to reduce, suspend, terminate or revoke the Grant in whole or in part by written notice to the Research Institution if:

16.2.1 Any of the information in the Application is inaccurate in any material respect or any other information supplied for the purpose of drawing down the Grant or any instalment thereof is inaccurate in any material respect or if the Research Institution or the Principal Investigator fails to disclose any information which the NCRC reasonably regards as material for the purposes of determining whether the Research Institution is entitled to be paid any part of the Grant;

- 16.2.2 The Research Institution commits a material breach of the terms and conditions of the Grant and in the case of a breach capable of remedy fails to remedy the breach within thirty (30) days of the date of written notice thereof containing reasonable details of the breach;
- 16.2.3 An encumbrancer takes possession of or a receiver or manager is appointed over any of the property or assets of the Research Institution or an application is made for the appointment of an examiner or an examiner is appointed to the Research Institution;
- 16.2.4 The Research Institution makes a voluntary composition with its creditors or is subject to an administration order;
- 16.2.5 The Research Institution goes into liquidation;
- 16.2.6 Anything analogous to any of the foregoing under the law of any other jurisdiction occurs in relation to the Research Institution or;
- 16.2.7 The Research Institution is unable to pay its debts as and when they fall due within the meaning of the Companies Act, 2014;
- 16.2.8 Not used
- 16.2.9 Any warranty or representation by the Research Institution is untrue or inaccurate;
- 16.2.10 The Research Institution is unable to obtain any relevant permits, approvals, permissions or consents necessary for the carrying out of the Granted Funded Activities or any part of them;
- 16.2.11 The Research Institution ceases or threatens to cease to carry on the whole or any material part of its business.
- 16.2.12 If the Principal Investigator:
 - 16.2.12.1 Commits an act of bankruptcy;
 - 16.2.12.2 Is convicted of any criminal offence;
 - 16.2.12.3 Has devoted or intends to devote substantially less effort to the Grant Funded Activities;
 - 16.2.12.4 Severs or intends to sever their connection with the Research Institution;
 - 16.2.12.5 Has been absent for a continuous period of three months or more;
 - 16.2.12.6 Has relinquished or intends to relinquish active direction of the Grant Funded Activities;
 - 16.2.12.7 The Research Institution terminates the Principal Investigator's employment or engagement.

- 16.3 The NCRC may approve a once-off request to extend the duration of the Term for a maximum period of 12 months beyond the end of the Term (the “No Cost Extension”).
- 16.4 A request for a No-Cost Extension (“NCE”) must be made in writing by the Research Institution on the No Cost Extension Form, not less than three months before the determination of the Term.
- 16.5 In making a request for a NCE, the Research Institution must provide justification and must assure the NCRC that the NCE is required to ensure completion of the Grant Funded Activity within the Budget.
- 16.6 The NCE may be granted at the absolute discretion of the NCRC.
- 16.7 The following documentation is required in order to apply for a NCE:
- 16.7.1 The Research Institution must return a completed Grant Amendment Form to the NCRC.
- 16.7.2 The Research Institution must address the following in the NCE Grant Amendment Form:
- (a) the reasons for the NCE;
 - (b) assurance that there will be no significant changes to the agreed work programme(s), objectives, or deliverables, and that the necessary infrastructure and supports will continue to be available to complete the work
 - (c) where changes to animal licences, ethics or any other approvals are involved as a result of the no-cost extension, details should be provided on the form.
 - (d) where applicable, a revised Budget with an explanation of how the amended activity will be funded from the Grant.
- 16.7.3 The NCRC may request additional information as necessary to accomplish its review of the NCE request.

17 Effects of Termination

- 17.1 In no event will the total of the Grant payments under a terminated Grant exceed the Grant.
- 17.2 Where the Grant is terminated in accordance with Clause 15 of this Schedule 2 the NCRC shall have no liability to pay further amounts of the Grant other than those payments due prior to such termination and all sums incurred and all sums Committed as at the date of termination but without prejudice to the liability of any party for any antecedent breach of the Grant Conditions. A Committed cost is a cost for which a valid purchase order has been issued and approved in advance of the notification to the Research Institution.
- 17.3 Where the Grant is terminated by the NCRC in accordance with Clause 16 of this Schedule 2 the Research Institution shall repay to the NCRC such sum as the NCRC may demand (but not to exceed the amount of the Grant already paid to the Research Institution) in respect of the Grant and if the Grant is reduced the Research Institution shall repay to the NCRC the amount by which the Grant has been reduced. The repayment shall be made within sixty days of the date of the demand and in default of

payment within sixty days such sum may be recoverable by the NCRC from the Research Institution as a simple contract debt.

- 17.4 The right to terminate the Grant given by Clause 16 of this Schedule 2 is without prejudice to any other right or remedy of either party in respect of any antecedent breach of the Grant Conditions.
- 17.5 Notwithstanding the expiration or earlier termination of the Term, all provisions of the Grant Conditions designed to survive such expiration or earlier termination and all warranties and representations therein contained which shall not have been implemented and which shall be capable of continuing or taking effect shall enure and remain in full force and effect following such expiration or earlier termination.

18 Dispute Resolution/Arbitration

- 18.1 The parties will use their best endeavours to negotiate in good faith and settle any dispute that may arise out of or related to the Grant, the Grant Funded Activities or the Grant Conditions or any breach of them. If any such dispute cannot be settled amicably through ordinary negotiations by authorised representatives of the NCRC and the Research Institution either party may refer it to arbitration by a sole arbitrator to be appointed in default of agreement between the parties by the President or other Senior Officer for the time being of the Law Society of Ireland.
- 18.2 Any such referral shall be deemed to be a submission to arbitration within the meaning of the Arbitration Acts, 2010 and any award thereunder may be made a rule or order of the High Court in Ireland.
- 18.3 The award of the Arbitrator shall be final and binding on the parties.
- 18.4 The Arbitrator shall have power to determine all matters in dispute which shall be referred to them and the costs of and incidental to the reference and award respectively shall be at the discretion of the Arbitrator who may determine the amount thereof or direct the same to be taxed and any award made thereunder may be made a rule or order of the High Court in Ireland.
- 18.5 Nothing contained in this Clause 18 shall restrict the freedom of any party to commence legal proceedings to preserve any legal right or remedy or protect any intellectual property rights

19 Entire Agreement

- 19.1 Subject to the provisions of Clause 20 (Variation) of this Schedule 2, the Grant Conditions and any documents referred to in them contain the entire of the terms and conditions applicable to the Grant and supercede and replace any prior written or oral agreements, representations or undertakings between the NCRC and the Research Institution relating to the Grant.

20 Variation

- 20.1 The NCRC shall be entitled at any time on written notice to the Research Institution ("Variation Notice") to vary the terms of the Grant. Any Variation Notice shall provide full details of the variation including the date (not being less than 30 days from the date of service of the Variation Notice) on which it becomes operative and the reasons for the change.

- 20.2 The Research Institution may within thirty days of receipt of a Variation Notice issue a notice of objection or refusal to the NCRC setting out the reasons for such objection or refusal and the direct consequences (including breach of any contract directly related to the Grant Funded Activities between the Research Institution and a third party) that shall flow from the variation. If no such objection is received the Variation Notice shall thereupon become legally binding. The NCRC shall give reasonable consideration to such notice of objection or refusal and within a reasonable period following receipt of the notice the NCRC shall:
- 20.2.1 withdraw the Variation Notice in which event the Grant Conditions shall continue in force unchanged;
 - 20.2.2 issue a revised Variation Notice having regard to the reasons given for any refusal or objection in which event the provisions of Clauses 20.1 and 20.2 shall apply mutatis mutandis to such revised Variation Notice; or
 - 20.2.3 terminate the Grant by notice in writing to the Research Institution.
- 20.3 Where the notice of objection or refusal states that the variation specified in the Variation Notice would, if implemented, cause the Research Institution to be in material breach of a contract directly related to the Grant Funded Activities then the NCRC shall act reasonably in good faith further consulting the Research Institution and shall give reasonable consideration to the matters raised by the Research Institution.
- 20.4 The Research Institution shall be entitled to request a variation of the Grant at any time on written notice to the NCRC containing full details of the proposed variation and reasons for the Variation (“Research Institution Variation Notice”). The NCRC shall give reasonable consideration to the Research Institution Variation Notice but unless it gives written notice accepting the proposed Variation within sixty days from receipt of the Research Institution Variation Notice the Grant shall remain in full force and effect.
- 20.5 No variation of the Grant or termination pursuant to Clause 20.2.3 shall give rise to any requirement for repayment by the Research Institution of the whole or any part of the Grant paid to it prior to the date of the Variation Notice save for any unspent part or incorrectly spent part of the Grant by reference to the Budget.
- 20.6 No Variation Notice shall affect any liability incurred by any party to the Grant for a breach of the Grant incurred prior to the Variation Notice becoming effective.
- 20.7 Subject to Clauses 20.1 and 20.2 above, no variation of the Grant shall be legally binding on either party unless recorded in a written memorandum or letter signed on behalf of both parties.

21 Severability

- 21.1 If any provision or term of the Grant or any part thereof shall become or be declared illegal, invalid or unenforceable for any reason whatsoever including but without limitation by reason of the provision of any legislation or other provisions having the force of law or by reason of any decision of any court or other body or authority having jurisdiction over the parties including the EU Commission and the European Court of Justice such term or provision shall be severable from the Grant and shall be deemed to be deleted therefrom provided always that if any such deletion substantially affects or alters the basis of the Grant the parties shall negotiate in good faith to amend and

modify the provisions and terms of the Grant as may be necessary or desirable in the circumstances in relation to the Grant.

22 Nature of Relationship

22.1 Nothing in the Grant Conditions shall constitute:

22.2.1 a partnership or joint venture or establish a relationship of agency between the parties;

22.2.2 a contract of employment between the NCRC and the Principal Investigator, any member of the Team or any servant or agent of the Research Institution.

22.2 Neither the Principal Investigator nor any member of the Team nor any servant or agent of the Research Institution shall be nor in any way represent themselves to be an agent of the NCRC and none of them shall have any authority to enter into obligation on behalf of the NCRC or to bind the NCRC in any way.

23 Waiver

23.1 No failure or delay on the part of any party hereto to exercise any right or remedy under the Grant shall be construed or operated as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be.

23.2 The rights and remedies provided in the Grant are cumulative and are not exclusive of any rights or remedies provided by law.

24 Notices

24.1 Any notice or document to be given under the Grant shall be in writing and shall be deemed to have been duly given if delivered by hand or sent by ordinary prepaid post to the correct address (as may be amended from time to time by notice in writing to the other party) of the party to whom it is being sent.

24.2 Any notice or other document shall be deemed to have been received by the addressee as follows:

24.2.1 delivery by hand – day of delivery;

24.2.2 ordinary post – two working days after posting;

provided that if in accordance with the above provisions any such notice or other communication would otherwise be deemed to have been given or made outside working hours (being 9.00 a.m. to 5.00 p.m. on a Business Day) such notice or other communication shall be deemed to have been given or made at the start of working hours on the next business day.

24.3 To prove the giving of a notice or other document it shall be sufficient to show that it was dispatched.

25 Law / Jurisdiction

The Grant shall be governed by and construed in accordance with the laws of Ireland and the parties expressly and irrevocably submit to the jurisdiction of the Irish Courts.

26 Data Protection / Freedom of Information

26.1 In this Agreement the following terms shall have the meanings set out below and shall be construed accordingly:

26.1.1 "Applicable Laws" means (a) European Union or Member State laws with respect to any Personal Data in respect of which is subject to EU Data Protection Laws; and (b) any other applicable law with respect to any Personal Data in respect of which is subject to any other Data Protection Laws;

26.1.2 "Personal Data" means any personal data processed by the Research Institution pursuant to or in connection with this Grant;

26.1.3 "GDPR" means EU General Data Protection Regulation 2016/679;

26.2 Processing of Personal Data

26.2.1 The Research Institution shall comply with all applicable GDPR Laws in the processing of Personal Data; and

26.2.2 not Process Personal Data unless processing is carried out in accordance with Applicable Laws to which the relevant Research Institution is subject.

26.3 Personal Data Breach

26.3.1 Where a Personal Data breach occurs that presents a risk to the affected individuals the Host Institution shall, in accordance with Applicable Laws, notify the Data Protection Commissioner upon becoming aware of said breach.

26.4 Either of the Parties may be required to disclose information provided to it in response to a request under the Freedom of Information Act 2014 ("the Acts"). Either of the Parties may, if it considers it appropriate, consult with the other Party prior to releasing or consenting to the release of such information.

26.5 The Parties shall be entitled to use information provided to it in the Application for the purpose of Grant, and reviews of the Grant Funded Activities including without prejudice to the generality of the foregoing for the purpose of:

26.5.1 Registration of the Application;

26.5.2 Operation of Grant processing and management information systems;

26.5.3 Preparation of material for use by referees and peer review panels;

26.5.4 Administration, investigation, and review of the Grant Application;

26.5.5 Sharing information furnished in the Application on a strictly confidential basis with other funding organisations;

26.5.6 Statistical analysis in relation to the evaluation of research and the study of trends;

26.5.7 Policy and strategy analyses;

26.5.8 Meeting either Parties obligations for public accountability and/or dissemination of information;

26.5.9 Subject to the provisions of Clause 8 (Intellectual Property) and Clause 13 (Publication), posting of details of the Grant Funded Activities on the NCRC website and other publicly available databases and in reports, documents and mailing lists; or

26.5.10 Furnishing the details and information referred to in 26.5.1 to 26.5.9 above to meet the NCRC's Open Access requirements.

27 Legal Proceedings

27.1 The Research Institution shall and shall use reasonable endeavours to ensure that the Principal Investigator and any member of the Team shall agree to be available to participate in any legal proceedings arising out of the Grant including but not limited to proceedings in connection with the ownership, exploitation, commercialisation and/or management of any Intellectual Property.

28 Confidentiality

28.1 In this clause "**Confidential Information**" means all information disclosed whether in writing, orally or by another means whether directly or indirectly and whether specifically designated as "confidential" or which ought reasonably to be regarded as confidential under or in connection with the Grant by one party ("**the Disclosing Party**") to the other party ("**the Receiving Party**") whether before or after the date of the Grant Letter.

28.2 Subject to the provisions of Clause 8 (Intellectual Property), Clause 13 (Publication) and Clause 26 (Freedom of Information) all of this Schedule 2, during the Term of the Grant and after termination or expiration of it for any reason, the Research Institution shall:

28.2.1 not disclose Confidential Information for any purpose other than the performance of its obligations in relation to the Grant;

28.2.2 not disclose Confidential Information to any person except with the prior written consent of the Disclosing Party;

28.2.3 make every effort to prevent the use or disclosure of Confidential Information.

28.3 The Receiving Party may disclose Confidential Information to any of its directors, other officers and employees ("**a Recipient**") to the extent that the disclosure is reasonably necessary for the purposes of the Grant.

28.4 Before disclosure to a Recipient the Receiving Party shall ensure that the Recipient is made aware of and complies with the Receiving Party's obligations of confidentiality as if the Recipient was a party to the Grant.

28.5 The Receiving Party may disclose Confidential Information of the Disclosing Party if and to the extent that:

28.5.1 it is required by the law of any relevant jurisdiction (including the Freedom of Information Acts, 2014) or pursuant to an order of a Court of competent jurisdiction;

- 28.5.2 it is necessary for the professional advisors, auditors, and bankers of the Receiving Party;
- 28.5.3 the Confidential Information has come into the public domain through no fault of the Receiving Party;
- 28.5.4 the Confidential Information was in the possession of the Receiving Party before such disclosure by the Disclosing Party;
- 28.5.5 the Confidential Information was obtained by the Receiving Party from a third party who was free to divulge it;
- 28.5.6 it is required to enable that party enforce its rights or perform its obligations (including the publication obligations in Clause 13 of this Schedule 2) under the Grant;
- 28.5.7 it is disclosed to a bona fide current and/or potential purchaser, investor and/or lender of the Receiving Party and any legal and/or professional representative thereof provided that such potential purchaser, investor and/or lender shall be subject to a confidentiality agreement (on terms usual to such transactions) covering such Confidential Information.
- 28.6 The parties acknowledge and agree that in the event of a default of the obligations set out in this clause, damages may not be a sufficient remedy for the Disclosing Party. Accordingly, in addition to other remedies, such Disclosing Party will have the right to seek injunctive relief or specific performance of the other party's obligations. Any such remedy shall not be deemed to exclusive and shall be in addition to any and all other remedies which may be available to the other party at law or in equity.
- 28.7 Upon termination or expiry of the Grant the Receiving Party shall at the option of the Disclosing Party either destroy or return to the Disclosing Party all records, documentation or other information and all copies thereof which are held by the Receiving Party.
- 28.8 The obligations of each of the parties as to disclosure and confidentiality shall continue in force notwithstanding the termination of this agreement or expiration of the Grant.

29 Taxation

- 29.1 The payment of the Grant or where payment is to be made by instalments the payment of each instalment is subject to the Research Institution, on request, furnishing to the NCRC a valid tax clearance certificate confirming that its tax affairs are in order as of the date of each such payment.

30 Force Majeure

- 30.1 Neither Party shall be liable to the other in contract, tort or otherwise for any failure or delay in the performance of any of its obligations under the Grant that is caused by any event of force majeure including but not limited to an act of God; labour dispute; or interruption or failure of utility service.