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Form PTO-1595

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RECOF

DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):

11-6-03
Biotechnology and Biological Sciences Research
CouncilAdditional name(s) of conveying party(ies)
attached?☐ Yes ☒ No

3. Nature of Conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other

Execution Date: January 21, 2000

2. Name and address of receiving party(ies)

Name: The Institute of Food Research

Internal Address:

Street Address:

Norwich Research Park
Colney

City: Norwich

Country: United Kingdom Zip: NR4 7UA

Additional name(s) &
address(es) attached:☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the new application is:

A. Patent Application No.(s):

B. Patent No.(s):

5,763,251

Additional numbers attached? ☐ Yes ☒ No5. Name and address of party to whom correspondence
concerning document should be mailed:Name: James W. Brady, Jr.
DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP

Internal Address: Atty. Dkt.: E8280.0011/P011

Street Address:
2101 L Street NWCity:
Washington

State: DC Zip: 20037-1526

6. Total number of applications and
patents involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

☐ Enclosed☐ Authorized to be charged to deposit account☒ Authorized to be charged to credit card
(Form 2038 enclosed)

8. Deposit account number:

04-1073

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy
is a true copy of the original document.*Jeremy A. Cubert
Name of Person Signing

Signature

November 6, 2003
Date

Total number of pages including cover sheet, attachments, and documents: 26

11/07/2003 EEKUBAY1 00000001 5763251

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JANUARY

THIS SETTLEMENT AGREEMENT is made the 21 day of 2000
BETWEEN:-

- (1) **THE BIOTECHNOLOGY AND BIOLOGICAL SCIENCES RESEARCH COUNCIL** the principal office of which is at Polaris House, North Star Avenue, Swindon SN2 1UH ("the BBSRC"); and
- (2) **THE INSTITUTE OF FOOD RESEARCH** the registered office of which is at Norwich Research Park, Colney, Norwich NR4 7UA ("the Institute")

WHEREAS:-

- (A) The BBSRC is the successor to the Agricultural and Food Research Council ("AFRC") by virtue of the Research Councils (Transfer of Property, etc.) Order 1994) and has since such succession sponsored scientific research at the Institute.
- (B) The BBSRC is the legal and beneficial owner of all the Intellectual Property as defined herein.
- (C) The Institute is incorporated as a company limited by guarantee with registered number 03009972. It is registered as a charity in England and Wales with number 1058499.
- (D) The assets (excluding any rights in any Intellectual Property), liabilities, rights and obligations of the BBSRC were transferred to the Institute by a Transfer Agreement with effect from 1st April 1995.
- (E) The BBSRC and the Institute have now agreed to the transfer of all the Past Intellectual Property and all further Intellectual Property that may arise in the future to the Institute on the terms of this Agreement.

1. DEFINITIONS AND INTERPRETATION

- (a) In this Agreement the following words and expressions shall bear the following meanings:-

'Intellectual Property' means copyright, patents, trade marks and rights in designs (whether or not any of the foregoing are registered or unregistered and including applications for registration of any of the foregoing) together with all trade secrets, know-how, rights to confidence and other rights having equivalent or similar effect anywhere in the world arising from research undertaken by the Institute; and

'Past Intellectual Property' means Intellectual Property created or coming into being prior to the date of this Agreement.

- (b) Words in the masculine gender shall include the feminine gender and vice versa, words in the singular shall include the plural and vice versa and all references to persons shall include companies, corporations, firms and vice versa.
- (c) Reference to statutory provisions shall be construed as references to those provisions as amended or re-enacted or as their application is modified by other provisions from time to time and shall include references to any provisions of which they are re-enactments (whether with or without modification).
- (d) references to Clauses and Schedules are references to clauses and schedules of this Agreement and references to this Agreement include the Schedules and each of the Schedules shall have effect as if set out herein.
- (e) headings are inserted for convenience only and shall not affect the construction of this Agreement.
- (f) references to any document being in agreed terms are to the document in the form signed on behalf of the parties for identification.

2. ASSIGNMENT

In consideration of the acceptance by the Institute of the Conditions of Grant referred to below, BBSRC, insofar as BBSRC's ownership is concerned, hereby assigns with title guarantee limited to the full extent of BBSRC's ownership (but only to that extent) to the Institute the Past Intellectual Property.

3. CONDITIONS OF GRANT

There is attached hereto a copy of the BBSRC's Conditions of Grant for the Institute current as at the date hereof. Insofar as the said Conditions of Grant relate to Intellectual Property the terms thereof current for the time being shall be incorporated into and form part of this Agreement from time to time.

4. FUTURE INTELLECTUAL PROPERTY

In further consideration of the acceptance by the Institute of the Conditions of Grant as referred to herein, BBSRC hereby agrees to assign with title guarantee limited to the full extent of BBSRC's ownership (but only to that extent) to the Institute all Intellectual Property that may arise or come into being at any time on or after the date hereof during the currency of this Agreement and which vests in the BBSRC legally by virtue of the employment by the BBSRC of the staff engaged at the Institute.

5. INDEMNITY

The Institute hereby agrees to indemnify and indemnifies the BBSRC (and its agents and officers) against any and all liability, losses, damages, actions, claims, proceedings, costs or expenses of any nature whatsoever suffered or incurred by the BBSRC whether direct or consequential (including but without limitation any economic or other loss of profits, business or goodwill) arising out of or in connection with any dispute or contractual, tortious or other claims or proceedings brought against the BBSRC claiming relief against the BBSRC by reason of manufacture, use or sale under the Intellectual Property after the date hereof except any such liability, losses, damages, actions, claims, proceedings, costs or expenses suffered or incurred by the BBSRC as a result of its own negligence or default.

6. COSTS

All fees, costs and expenses incurred or connected with obtaining the registration of any Intellectual Property (including all expenses incurred in making any amendment required in the course of prosecuting an application to grant) shall be borne and paid by the Institute but for the avoidance of doubt it is hereby stated that to the extent such fees, costs and expenses have already been paid by the BBSRC at the date hereof they shall not be reimbursed by the Institute.

7. NO WARRANTY OF VALIDITY

Nothing in this Agreement shall be construed as a representation or warranty that any patent will be granted on any patent application or any patent application comprised in the Intellectual Property or that manufacture, use or sale under such patent or any invention comprised in the Intellectual Property is not an infringement of any valid and subsisting patent or patents or other industrial property right not held by the BBSRC.

8. FURTHER ASSURANCES

The BBSRC hereby covenants to that at the request and cost of the Institute it will at all times during the currency of this Agreement do all such acts and execute all such documents as may reasonably be necessary to secure the vesting in the Institute of all rights assigned or to be assigned hereunder.

9. TERM AND TERMINATION

- (a) This Agreement shall be for an initial term of three years. A further term will be subject to a review of this Agreement two years after it has come into effect.
- (b) The BBSRC may terminate the Agreement with immediate effect in the event:-
 - (i) of any breach by the Institute of this Agreement or that part of the Conditions of Grant incorporated into this Agreement;
 - (ii) that the Institute is subject to any insolvency proceedings whatsoever or is unable to pay its debts as they fall due or ceases to carry on business;

any such termination shall be without prejudice to any other rights or remedies the BBSRC may have.

- (c) Upon termination of this Agreement for whatever reason the BBSRC shall be under no further obligation to assign future Intellectual Property to the Institute and clauses 4 and 8 above shall be of no further effect but for the avoidance of doubt it is hereby expressly stated that all Past Intellectual Property and all Intellectual Property assigned to the Institute under the terms of this Agreement up to the date of termination shall remain vested in and be the property of the Institute.

10. DISPUTE RESOLUTION AND ARBITRATION

If any dispute or differences arises out of or in connection with this Agreement ("the Dispute"), the parties shall seek to resolve the Dispute amicably by using the following procedure before pursuing any other remedies available to them (for the avoidance of doubt this provision does not relate to the Conditions of Grant, whether in respect of the Intellectual Property or not):-

- (a) the parties shall submit the Dispute to a neutral adviser appointed by agreement between the parties to assist them in resolving the Dispute. Either party may give written notice to the other describing the nature of the Dispute, requiring the Dispute to be submitted to such a neutral adviser and proposing the name of a suitable person to be appointed. If no such person is appointed by agreement between the parties within 14 days of such notice being given either party may request [the Centre for Dispute Resolution] to appoint a neutral adviser acceptable to both parties;

- (b) the parties shall with the assistance of the neutral adviser appointed in accordance with sub-clause (a) above, seek to resolve the Dispute by using an alternative dispute resolution ("ADR") procedure agreed between the parties or, in default of such agreement, established by the neutral adviser;
- (c) if the parties accept any recommendations made by the neutral adviser or otherwise reach agreement as to the resolution of the Dispute, such agreement shall be recorded in writing and signed by the parties (and, if applicable, the neutral adviser), whereupon it shall become binding upon the parties;
- (d) if:
 - (i) the Dispute has not been resolved to the satisfaction of both parties within [60] days after the appointment of the neutral adviser; or
 - (ii) either party fails or refuses to agree to or participate in the ADR procedure; or
 - (iii) in any event the Dispute is not resolved within [90 days] after it has arisen,then the Dispute shall be referred to the decision of a single arbitrator in London to be agreed upon between the parties or in default of agreement within fourteen days to be appointed at the request of either party by the President for the time being of The Royal Society in accordance with and subject to the provisions of the Arbitration Act 1996;
- (e) in the event that the Dispute is referred to arbitration in accordance with sub-clause (d) above:-
 - (i) any neutral adviser involved in the ADR procedure shall not take any part in the arbitration, whether as a witness or otherwise, and any recommendations made by him in connection with the ADR procedure shall not be relied upon by either party without the consent of the other party and the neutral adviser;
 - (ii) neither party shall make use of nor rely upon information supplied, or arguments raised, by the other party in the ADR procedure;
- (f) the costs and fees associated with the ADR procedure shall be borne equally by the parties.

11. FORCE MAJEURE

Neither of the parties to this Agreement shall be under any liability to the other in respect of anything which apart from this provision may constitute a breach of this Agreement arising by reason of circumstances beyond the reasonable control of the party.

12. GENERAL PROVISIONS

(a) Assignment

This Agreement shall be binding upon and ensure for the benefit of the successors and assigns of the parties. The Institute may not assign it without the prior written consent of the BBSRC. The BBSRC may assign it upon written notice to the Institute.

(b) Whole Agreement

This Agreement (together with any documents referred to herein) constitutes the whole agreement between the parties hereto relating to its subject matter and supersedes all prior written or oral representations, agreements or understandings between the parties relating to the subject matter of this Agreement. No variation hereof shall be effective unless made in writing and agreed and signed by the parties to this Agreement.

(c) Invalidity

If any provision of this Agreement shall be held to be illegal or unenforceable the enforceability of the remainder of this Agreement shall not be affected.

(d) No Waiver

A failure by either party hereto to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

(e) Restrictive Trade Practices

If this is an Agreement for which the Restrictive Trade Practices Act 1976 applies the restrictions in this Agreement (and in any documents referred to herein) shall not come into force until 24 hours after particulars of this Agreement and any such documents have been produced to the Office of Fair Trading.

(f) Counterparts

This Agreement may be executed in any number of counterparts, which shall together constitute one Agreement.

(g) Costs

Each party to this Agreement shall pay its own costs of and incidental to this Agreement and the assignments hereby agreed to be made.

(h) Announcements

Neither party shall make any announcement or public communication on the subject matter of this Agreement without the consent of the other and the text of any press release or other communication shall be agreed between the parties in advance.

(i) English Law

This Agreement shall be governed by, and construed in accordance with, English law.

13. **NOTICES**

Any notice required to be given hereunder shall be in writing in the English language and shall be served by sending the same by pre-paid first class post, or telecopy or by delivering the same by hand to the principal office of the BBSRC or the registered office of the Institute (as the case may be). Any notice sent by post, as provided in this sub-clause, shall be deemed to have been served 48 hours after despatch and any notice sent by telecopy, as provided in this sub-clause, shall be deemed to have been served at the time of despatch and in proving the service of the same it will be sufficient to prove, in the case of a letter, that such letter was properly pre-paid, addressed and placed in the post and, in the case of a telecopy, that such telecopy was duly despatched to a current telecopy number of the addressee and that transmission was effected.

14. CERTIFICATE OF VALUE

It is hereby certified that this transaction does not form part of a larger transaction or series of transactions in respect of which the amount or value or aggregate amount or value of the consideration involved exceeds £60,000 (sixty thousand pounds).

IN WITNESS whereof the parties have executed this Agreement as a Deed and Delivered it the day and date first above written.

THE COMMON SEAL of the)
BIOTECHNOLOGY AND BIOLOGICAL)
SCIENCES RESEARCH COUNCIL was)
hereunto affixed in the presence of:)

Member of Council:

Raymond Baker

210,

Authorised Officer:

J. Hunt

THE COMMON SEAL of the)
INSTITUTE OF FOOD RESEARCH)
was affixed in the presence of:)

Chairman of the Governing Body:

D. R.

Institute Director:

M. Schröder

1994 No. 611

SCIENTIFIC RESEARCH

The Research Councils (Transfer of Property etc.) Order
1994

| | |
|-------------------------------|------------------------|
| <i>Made</i> | <i>5th March 1994</i> |
| <i>Laid before Parliament</i> | <i>10th March 1994</i> |
| <i>Coming into force</i> | <i>1st April 1994</i> |

The Chancellor of the Duchy of Lancaster makes this Order in exercise of the powers conferred by section 3(6) and (7) of the Science and Technology Act 1965(a) and now exercisable by him concurrently with the Minister for the Civil Service(b):

Citation and commencement

1. This Order may be cited as the Research Councils (Transfer of Property etc.) Order 1994 and shall come into force on 1st April 1994.

Interpretation

2. In this Order—

- “AFRC” means the Agricultural and Food Research Council;
- “BBSRC” means the Biotechnology and Biological Sciences Research Council;
- “SERC” means the Science and Engineering Research Council;
- “EPSRC” means the Engineering and Physical Sciences Research Council;
- “PPARC” means the Particle Physics and Astronomy Research Council;
- “NERC” means the Natural Environment Research Council;
- “ESRC” means the Economic and Social Research Council;
- “Polaris House Site” means the land and buildings situate at North Star Avenue, Swindon in the County of Wiltshire;
- “PPARC team” means those persons currently employed by the SERC and designated on or before 31st March 1994 for assignment to the Particle Physics and Astronomy Research Council;
- “BBSRC team” means those persons currently employed by the SERC and designated on or before 31st March 1994 for assignment to the Biotechnology and Biological Sciences Research Council;
- “NERC team” means those persons currently employed by the SERC and designated on or before 31st March 1994 for assignment to the Natural Environment Research Council;
- “the Royal Observatories” means the Royal Greenwich Observatory and the Royal Observatory, Edinburgh;
- “the final working balance” means the balance at 31st March 1994 as shown in the audited accounts of the SERC.

(a) 1965 c.4.

(b) S.I. 1997/1796.

General transfer of property, rights, liabilities and obligations from the AFRC

3.—(1) Subject to any provision which is otherwise made by this Order, all land and rights or liabilities in relation to such land held acquired or incurred by the AFRC, including the interest of the AFRC in the Polaris House Site, shall be transferred to the BBSRC.

(2) Where by virtue of this Order any hereditament comprising land is transferred from the AFRC to the BBSRC any property in or on the land including any movable property shall be transferred to the BBSRC.

(3) Subject to any provision of this Order, all rights and liabilities arising in relation to any contract for goods or services to be provided by or to the AFRC shall be transferred to the BBSRC.

(4) Subject to the provisions of this Article and of Article 4, all rights and liabilities arising in relation to any activities of the AFRC as a Research Council including any liability for a guarantee, indemnity or financial assistance by way of grant or otherwise shall be transferred to the BBSRC.

(5) Paragraph (4) applies to a liability imposed by or under any statutory provision as it applies to a liability which is undertaken voluntarily.

Transfer of obligations under contracts of employment

4.—(1) All rights, powers, duties and liabilities under or relating to any contract of employment whereby any person is employed by the AFRC before the coming into force of this Order shall be transferred to the BBSRC.

(2) Subject to paragraphs (3) and (4) of this Article, all rights, powers, duties and liabilities under or relating to any contract of employment whereby any person is employed by the SERC before the coming into force of this Order shall be transferred to the EPSRC.

(3) All rights, powers, duties and liabilities under or relating to any contract of employment referred to in paragraph (2) of this Article shall be transferred to—

- (a) the PPARC in the case of any person assigned to the "PPARC team",
- (b) the BBSRC in the case of any person assigned to the "BBSRC team",
- (c) the NERC in the case of any person assigned to the "NERC team".

(4) All rights, powers, duties and liabilities accruing or arising under the AFRC Superannuation Scheme and the SERC Principal Superannuation Scheme shall be transferred to the BBSRC.

Amendment of the Science and Technology Act 1965

5.—(1) Where any person transferred by virtue of this Order to the employment of EPSRC or PPARC is a person who, by virtue of paragraph 4(1) of Schedule 3 to the Science and Technology Act 1965 (application of Atomic Energy Authority pension scheme to persons employed for the purposes of research into nuclear science), is included immediately before the transfer in the persons for whom a scheme may be maintained under paragraph 7(2) of Schedule 1 to the Atomic Energy Authority Act 1954—

- (a) that person shall continue to be so included in respect of his employment with the EPSRC or the PPARC; and
- (b) any scheme which is so maintained shall have effect after that transfer as regards that person as if the employment to which he is transferred were a continuation of the employment in respect of which he fell to be so included before the transfer.

(2) The EPSRC and the PPARC shall each pay to the United Kingdom Atomic Energy Authority (in addition to any sums required to be paid in consequence of the transfer by virtue of this Order of any liability under paragraph 4(2) of Schedule 3 to the Science and Technology Act 1965) such sums in respect of

- (a) any payments falling by virtue of paragraph (1) above to be made by the Authority to or in respect of a person transferred to the employment of EPSRC or, as the case may be, PPARC, and

- (b) the remaining liability for any such payments, as may be agreed between the Council in question and the Authority or as may, in default of agreement, be determined by the Treasury.

General transfer of property, rights, liabilities and obligations from the SERC

6.—(1) Subject to any provision which is otherwise made by this Order, all land and rights or liabilities in relation to such land held acquired or incurred by the SERC shall be transferred to the EPSRC.

(2) All that land, and any immovable property on the land, which forms the interest of the SERC in the Polaris House Site shall be transferred to the EPSRC.

(3) Subject to any provision of this Order, all rights and liabilities arising in relation to any contract for goods or services to be provided by or to the SERC shall be transferred to the EPSRC.

(4) Subject to the provisions of this Order all rights and liabilities arising in relation to any activities of the SERC as a Research Council (except those referred to in paragraph (5) of this Article) and including any liability for a guarantee, indemnity or financial assistance by way of grant or otherwise shall be transferred to the EPSRC.

(5) All rights and liabilities arising in relation to any civil proceedings and concerning the activities of the SERC as a Research Council in the fields of astronomy and planetary science or the work of the Royal Observatories shall be transferred to the PPARC.

(6) Paragraphs (4) and (5) apply to a liability imposed by or under any statutory provision as they apply to a liability which is undertaken voluntarily.

(7) The monies constituting the final working balance of the SERC shall be transferred to the EPSRC, the PPARC, the BBSRC and the NERC in the proportions of 69.5%, 18.0%, 10.5% and 2.0% respectively.

Specific transfers of land, rights and liabilities from the SERC

7. Subject to the provisions of this Order all land including any property in or on the land held and used by the SERC together with rights or liabilities in relation to such land acquired or incurred by the SERC and which is specified in—

- (1) Part I of Schedule 1;
- (2) Parts II, III and IV of Schedule 1;
- (3) Schedule 2;

shall, in the case of paragraph (1), be transferred to the PPARC and in the case of paragraph (2), shall be so transferred subject to any requirement of the law of the place where the land is situate, and in the case of paragraph (3) shall be transferred to the NERC.

Specific transfers of equipment and other movable property from the SERC

8. Subject to the provisions of this Order movable property and equipment including any vehicle owned, held or used by the SERC on the date of the coming into force of this Order and which is specified in—

- (1) Part I of Schedule 3, Part I of Schedule 18, and Schedule 19;
- (2) Parts II, III, IV and V of Schedule 3, and Part II of Schedule 18;

shall, in the case of paragraph (1), be transferred to the PPARC and in the case of paragraph (2), shall be so transferred subject to any requirement of the law of the place where such equipment is to be found.

Specific transfers of rights and liabilities from the SERC

9.—(1) Subject to the provisions of this Order all rights and liabilities arising in relation to any contract for goods or services to be provided by or to the SERC shall be transferred to—

- (a) the PPARC if specified in Schedule 4;

- (b) the BBSRC if specified in Schedule 5;
- (c) the NERC if specified in Schedule 6.

(2) Subject to the provisions of paragraph (1) of this Article, all rights and liabilities in relation to any contract for goods or services to be provided by or to the Royal Observatories shall be transferred to the PPARC.

(3) Subject to the provisions of paragraphs (1) and (2) of this Article, all rights and liabilities in relation to any contract for goods or services to be provided by or to the SERC shall be transferred to—

- (a) the PPARC if the number of the contract ends with 'XP';
- (b) the NERC if the number of the contract ends with 'XN';
- (c) the BBSRC if the number of the contract ends with 'XB'.

Specific transfers of grants, studentships and fellowships from the SERC

10. Subject to the provisions of this Order all rights and liabilities of the SERC arising in relation to the award of research grants, studentships and fellowships shall be transferred to—

- (a) the PPARC if specified in Schedule 7, 11 or 15;
 - (b) the BBSRC if specified in Schedule 8, 12 or 16;
 - (c) the NERC if specified in Schedule 9, 13 or 17;
 - (d) the ESRC if specified in Schedule 10 or 14.
-

SCHEDULE I

LAND AND PROPERTY AND ASSOCIATED LIABILITIES TRANSFERRED TO THE PARTICLE PHYSICS AND ASTRONOMY RESEARCH COUNCIL

PART I

| <i>Properties of the Royal Observatories</i> | <i>Address</i> |
|--|---|
| Royal Observatory, Edinburgh and Observatory car park | Blackford Hill, Edinburgh, EH9 3H1 |
| Land leased for car park from Edinburgh District Council | adjacent to the Observatory site, Blackford Hill, Edinburgh |
| Garages (2) | located at 69 Mayfield Road, Edinburgh |
| Royal Greenwich Observatory site leased from the University of Cambridge | Madingley Road, Cambridge, CB3 0EZ |

PART II

| <i>Properties of the Royal Observatories in Hawaii</i> | <i>Address</i> |
|--|--|
| Base facility land | <div style="display: flex; align-items: center;"> <div style="margin-right: 10px;"> land leased under the terms of the General Lease between the State of Hawaii and the University of Hawaii dated 21.6.68 </div> <div style="border-left: 1px solid black; padding-left: 10px;"> Contact: Joint Astronomy Centre, 660 North A Ohoku Place, University Park, Hilo Hawaii 96720 USA </div> </div> |
| JCMT telescope land | |
| — sub lease H 09175 | |
| UKIRT telescope land | |
| — sub lease dated 21.9.78 | |

PART III

| <i>Properties associated with the Royal Observatories in Australia</i> | <i>Address</i> |
|---|--|
| Land leased at the Siding Spring Observatory between the Australian National University and the SERC dated 1.7.71 | Co Gowen, Parish of Woorut and Co Baradine, Parish of Wheoh, Siding Spring Mountain, near Coonabarabran. |
| Houses leased to the Anglo Australian Telescope Board | 4 Edward Street, Coonabarabran, New South Wales 10 Jubilee Street, Coonabarabran, New South Wales 31 Nandi Street, Coonabarabran, New South Wales 96 Timor Street, Coonabarabran, New South Wales 16 Masman Street, Coonabarabran, New South Wales |

PART IV

| <i>Properties of the Royal Observatories on La Palma</i> | <i>Address</i> |
|---|---|
| Observatory land leased from the Instituto de Astrofísica De Canarias dated 26.5.79 | Roque de los Muchachos Observatory, Canary Islands |
| 1Kf 1.0m telescope building | Roque de los Muchachos Observatory, Canary Islands |
| Remote condenser housing | |
| 2.5m Isaac Newton telescope | |
| 4.2m telescope building | |
| Cooling plant housing | |
| Generator house complex | |
| Garage | |
| SERC's interest in the Anglo-Danish transit circle | |
| Sea level office, Part A | Apartado 321, 38780 S/C De La Palma, Tenerife, Islas Canarias |
| Sea level office, Part B | |
| Sea level office, Part C | |
| La Palma Housing: | |
| House 1 (freehold) | Flat 74, Edificio Tinabana, Santa Cruz, De La Palma |
| House 2 (freehold) | Miranda 110, Las Ledas, Brena Alta, Tenerife |
| House 3 (freehold) | Mellini, Brena Baja, Tenerife |
| House 4 (freehold) | Palmasol 2, Brena Alta, Tenerife |
| House 5 (freehold) | Palmasol 2, Brena Alta, Tenerife |
| House 6 (freehold) | Palmasol 1, Brena Alta, Tenerife |
| House 7 (freehold) | Mellini, Brena Baja, Tenerife |
| House 8 (freehold) | San Jose 294, Brena Baja, Tenerife |
| House 9 (freehold) | Palmasol 2, Brena Alta, Tenerife |
| House 10 (freehold) | Palmasol 1, Brena Alta, Tenerife |
| House 11 (freehold) | Mellini, Brena Baja, Tenerife |
| House 12 (freehold) | Palmasol 2, Brena Alta, Tenerife |
| House 13 (freehold) | Palmasol 1, Brena Alta, Tenerife |
| House 15 (freehold) | San Jose 9, Brena Baja, Tenerife |
| House 16 (freehold) | San Jose 11, Brena Baja, Tenerife |
| House 17 (freehold) | Pedro Poggio, Santa Cruz, Tenerife |
| House 18 (freehold) | Edificio Tinabana, Santa Cruz, Tenerife |
| House 19 (freehold) | Puente 27, Cabezola 9, Santa Cruz, Tenerife |
| House 20 (freehold) | H R Mendez 10, Santa Cruz, Tenerife |
| House 21 (freehold) | El Drago 8, Santa Cruz, Tenerife |
| House 22 (freehold) | El Drago 8, Santa Cruz, Tenerife |
| House 32 (rented) | Finca El Tributo, Brena Baja, Tenerife |
| House 33 (rented) | Puente 58, 7 o, 26 Santa Cruz, Tenerife |
| House 35 (rented) | Ed Ayatina 28, El Marquito, Santa Cruz, Tenerife |
| House 36 (rented) | Perez de Brito 63, Atico, Santa Cruz, Tenerife |
| House 37 (rented) | Sierra No 2, Santa Cruz, Tenerife |
| House 40 (rented) | Edificio Tinabana 48, 6 o, 77, Santa Cruz, Tenerife |
| House 41 (rented) | Cile Adeyamen 2, 1 o, Santa Cruz, Tenerife |
| House 43 (rented) | Perez Camacho 7, 3 o, Santa Cruz, Tenerife |
| House 44 (rented) | O'Daly 21, Portal 85, Santa Cruz, Tenerife |
| House 46 (rented) | Edificio Tinabana 18, Garage, Santa Cruz, Tenerife |
| House 48 (rented) | URB. Palmasol 1 Brena Alta, Tenerife |
| House 50 (rented) | Edificio Tinabana 48, Atico, Santa Cruz, Tenerife |
| House 55 (rented) | Edificio Tinabana 48, 4 o, 57, Santa Cruz, Tenerife |
| House 60 (rented) | Quinta Verde, Garages, Santa Cruz, Tenerife |
| House 62 (rented) | Palmasol 1, 208, C/Real 35, 2 o Doha |
| House 14 (freehold) | Flat 46, Edificio Tinabana, Santa Cruz De La Palma |
| House 23 (freehold) | Flat 4a, Avenida, El Puente 21, Santa Cruz De La Palma |
| House 24 (freehold) | Flat 2a, Edificio Quinta Verde, El Puente 37, Santa Cruz De La Palma |

SCHEDULE 2
LAND AND PROPERTY TRANSFERRED TO THE NATURAL
ENVIRONMENT RESEARCH COUNCIL

Lease of 22 Henrietta Street, London WC2

MST Radar Facility on land leased from the University College of Wales, Aberystwyth located at
Capel Dewi, Dyfed, Wales

| <i>Properties of the Observatories</i> | <i>Address</i> |
|---|--|
| Satellite Laser Ranger on land leased from Queen's University, Kingston, Ontario, Canada | located at Herstmonceux, Nr Hailsham, East Sussex |

SCHEDULE 3
EQUIPMENT TRANSFERRED TO THE PARTICLE PHYSICS
AND ASTRONOMY RESEARCH COUNCIL

PART I
THE ROYAL OBSERVATORIES

All equipment administered by the Royal Observatories and located at the Royal Observatory,
Edinburgh and the Royal Greenwich Observatory, Cambridge for which SERC holds title on
31.3.94

All equipment administered by the Royal Observatories and located at Herstmonceux, Nr
Hailsham, East Sussex, for which SERC holds title on 31.3.94

PART II
THE JOINT ASTRONOMY CENTRE, HAWAII

All equipment administered by the Royal Observatories for which SERC holds title on 31.3.94

PART III
THE SIDING SPRING OBSERVATORY, COONABARABRAN, AUSTRALIA

All equipment administered by the Royal Observatories for which SERC holds title on 31.3.94

PART IV
THE ISAAC NEWTON GROUP, LA PALMA, CANARY ISLANDS

All equipment administered by the Royal Observatories for which SERC holds title on 31.3.94

PART V
SOUTH AFRICAN ASTRONOMICAL OBSERVATORY, NEAR SUTHERLAND, CAPE, SOUTH AFRICA

All equipment or share of equipment named in an agreement with the Council for Scientific and
Industrial Research of South Africa currently suspended until 30.6.96, for which SERC holds title
on 31.3.94

SCHEDULE

CONTRACTS PLACED BY OR ON BEHALF OF THE SCIENCE AND
ENGINEERING RESEARCH COUNCIL AND TRANSFERRED TO THE
PARTICLE PHYSICS AND ASTRONOMY RESEARCH COUNCIL

| <i>Contract Number</i> | <i>Description</i> | <i>Period</i> |
|----------------------------|--|---------------------|
| | Lunar Sample Loan Agreement | 08/06/92-08/06/95 |
| | LETTER AGREEMENTS WITH NASA:- | until 2000 (approx) |
| | — MARS OBSERVER (PMIR) — UNIVERSITY OF OXFORD | |
| | — SOHO/CLUSTER (WBD) — UNIVERSITY OF SHEFFIELD | |
| | — GGS/POLAR (CMMICE) — RAL | |
| | — GGS/POLAR (HOT PLASMA COMPOSITION) — MSSL | |
| | — CASSINI SATURN ORBITER MISSION | |
| 3636ANP93 | Loan Agreement Natural History Museum Meteorite Samples | 01/09/93-31/08/94 |
| 2158ANP92 | Contribution towards the international high energy conference | 20-27 July 1994 |
| 4213ANP93 | 24th British Universities Summer School in Theoretical Elements | 15/12/93-01/10/94 |
| 1095ROE92 | Term Contract for Internal and External Decoration work at ROE | 01/07/92-30/06/95 |
| 1096ROE92 | Term Day Work — Joinery at ROE | 01/07/92-30/06/95 |
| S0106/90 | Term Day Work Contract for Electrical Maintenance at ROE | 01/04/93-31/03/94 |
| | Term Day Work Contract for Mechanical Work at ROE | 01/04/93-31/03/94 |
| | Transfer of Skylark Jigs, Tools & Equipment to BAJ | 08/06/86-08/06/96 |
| 2703RGO93 | Drawing Design and Drafting Services Howard Design | 01/07/93-31/05/94 |
| 2704RGO93 | Drawing Design and Drafting Services Metro Design | 01/07/93-31/05/94 |
| 2705RGO93 | Drawing Design and Drafting Services Promech | 01/07/93-31/05/94 |

SCHEDULE 5

CONTRACTS PLACED BY OR ON BEHALF OF THE SCIENCE AND
ENGINEERING RESEARCH COUNCIL AND TRANSFERRED TO THE
BIOTECHNOLOGY AND BIOLOGICAL SCIENCES RESEARCH COUNCIL

| <i>Contract Number</i> | <i>Description</i> | <i>Period</i> |
|----------------------------|--|-------------------|
| 3282BTD93 | PHLS Cell Paste Facility | 01/09/93-31/03/94 |
| 3229SC193 | Contribution towards Composital Systematic Biology Workshop | 24/07/93-05/09/94 |
| 3604BTD93 | Editor of Biotechnology Biobulletin Magazine | 01/07/93-31/03/94 |
| 3739BTD93 | Biochemical Engineering Sector Co-ordinator | 01/09/93-31/03/94 |
| 3968BTD93 | Consultant for Protein Engineering Sector | 01/10/93-31/03/94 |
| 3261ENG93 | IGDS in Pharmaceutical Eng | 01/10/93-30/09/99 |
| | IGDS in Bioprocessing | 01/01/94-30/09/99 |

SCHEDULE 6

CONTRACTS PLACED BY OR ON BEHALF OF THE SCIENCE AND ENGINEERING RESEARCH COUNCIL AND TRANSFERRED TO THE NATURAL ENVIRONMENT RESEARCH COUNCIL

| <i>Contract Number</i> | <i>Description</i> | <i>Period</i> |
|----------------------------|--|--|
| | Enabling Agreement with Applied Learning | 01/12/89-termination |
| | Loan of NASA equipment to University of Reading | 22/10/90-15/10/2000 |
| | NASA internet programme | 14/03/91-31/12/99 |
| | LETTER AGREEMENTS WITH NASA:- -- MODIS - UCL -- MSIR - UCL -- AIRS/AMSU/MHS | until 2000 (approx) |
| 2868BOS93 | Annual Service contract for Intruder Alarm - Digital | -24/06/94 |
| 3484BOS93 | Renewal of Subscription for Health & Safety at work | -31/10/94 |
| 2287JRS93 | Tri-off set white SRA2 28OG paper | -23/04/94 |
| 3863JRS93 | Cover with KBERG for AGFA Camera, RPS 20245 | 01/12/93-30/04/94 |
| | GTN Customer Services Agreement - CCTA | 18/03/93-17/03/94 |
| 2944JSU93 | Telephone Call Logging System | 01/04/91-31/03/94 |
| 2994SCI93 | Science Based Archaeology Co-ordinator | 01/07/93-30/06/95 |
| 1632SCI92 | ORAU Dating Service | 01/01/93-31/12/94 |
| 3334JSS93 | Consultant for Joint Superannuation Service | 09/08/93-31/03/94 |
| 3415JRS93 | Standalone Docutech Production Publisher | 11/10/93-10/10/98 |
| | Rank Xerox 5090 - 1104252610 Rental | 01/06/93-31/05/95 |
| | AGFA Maintenance of Rapiline 43 Processor | 01/04/93-31/03/96 |
| | Warranty on Star 400 RIP | 28/07/93-27/07/94 |
| 1928JR92 | Rydo Engineering Maintenance of Ryobi 3200 | 01/04/93-31/03/94 |
| 1785JRS92 | Rental of Kodak Copiers | 02/09/93-24/03/98 |
| 1785JRS93 | Kodak 235AF Rental Kodak Ektaprint K90ss Copier Rental Kodak 2110 Rental | 01/09/93-31/08/96 01/09/93-31/08/99 |
| 3967BOS93 | Annual Maintenance of Lifts | 01/09/94-31/12/94 |
| 3068JSU93 | Annual Maintenance for ZMK 610k Shredder | 01/08/93-31/07/94 |
| 3023BOS93 | Maintenance of Forklift Truck | 23/07/93-31/07/94 |
| 2873JSU93 | Provision of Sanitary Units | 05/07/93-24/09/94 |
| 277/90 | Maintenance of Mastiff Access Control System | 01/01/91-31/12/95 |
| 4082BOS93 | Fishlocks Kitchen Equipment Maintenance | 01/12/93-30/11/94 |
| | Catering Contract Gardner Merchant | 29/03/93-28/03/95 |
| SO/205/90 | Quality Control and Assurance in Radiocarbon Dating - amendment 1 | 01/10/90-30/09/94 |
| | Cleaning Contract - Checkclean | 28/04/93-27/04/96 |

SCHEDULE 7

RESEARCH GRANTS, CO-ORDINATED BY THE FOLLOWING GROUPS, TRANSFERRED TO THE PARTICLE PHYSICS AND ASTRONOMY RESEARCH COUNCIL

Panel for the Allocation of Telescope Time
Astronomy and Astrophysics Committee
Solar System Science Committee
Astronomy and Astrophysics Theory Sub-Committee
Solar System Science Theory Sub-Committee
Particle Physics Experimental Committee
Particle Physics Theory Sub-Committee

SCHEDULE 8

RESEARCH GRANTS, CO-ORDINATED BY THE FOLLOWING GROUPS, TRANSFERRED TO THE BIOTECHNOLOGY AND BIOLOGICAL SCIENCES RESEARCH COUNCIL

Biological Sciences Committee
Membrane Function Sub-Committee
Invertebrate Neurosciences Initiative Sub-Committee
Plant Metabolism Sub-Committee
Biochemistry and Cellular Processes Sub-Committee
Genes, Development and Evolution Sub-Committee
Animal Sciences and Psychology Sub-Committee
Biomolecular Sciences Sub-Committee
Biomolecular Sciences (Biology) Sub-Committee
Membranes Initiative/Separations Programme
Highly Selective Separations/SP Sub-Committee
Liquid-Liquid Extraction/SP Sub-Committee
Biotechnology Directorate and its Sub-Committees
Molecular Sciences Interdisciplinary Research Centre
Biochemical Engineering Interdisciplinary Research Centre
Simpler Nervous Systems Interdisciplinary Research Centre
Selective Drug Delivery and Targeting - LINK Programme
Biotransformations - LINK Programme
Eukaryotic Genetic Engineering - LINK Programme
Control of Plant Metabolism - LINK Programme
Protein Engineering - LINK Programme
Biochemical Engineering - LINK Programme
Biological Treatment of Soil and Water - LINK Programme
Cell Engineering - LINK Programme
Plant Sciences and Microbiology Sub-Committee
Molecular Biology and Genetics Sub-Committee
Animal Sciences and Psychology Sub-Committee
Biochemistry and Biophysics Sub-Committee
Protein Engineering Initiative
Molecular Recognition Initiative

SCHEDULE

RESEARCH GRANTS, CO-ORDINATED BY THE FOLLOWING GROUPS, TRANSFERRED TO THE NATURAL ENVIRONMENT RESEARCH COUNCIL

Earth Observation Programmes Board Grants Panel
Science-Based Archaeology Committee
Atmospheric Chemistry Initiative Panel

SCHEDULE 10

RESEARCH GRANTS, CO-ORDINATED BY THE FOLLOWING GROUPS, TRANSFERRED TO THE ECONOMIC AND SOCIAL RESEARCH COUNCIL

Joint ESRC/SERC Committee

SCHEDULE 11

STUDENTSHIPS, CO-ORDINATED BY THE FOLLOWING GROUPS, TRANSFERRED TO THE PARTICLE PHYSICS AND ASTRONOMY RESEARCH COUNCIL

Particle Physics and Astronomy Board Education and Training Committee
Nuclear Physics Committee

SCHEDULE 12

STUDENTSHIPS, CO-ORDINATED BY THE FOLLOWING GROUPS, TRANSFERRED TO THE BIOTECHNOLOGY AND BIOLOGICAL SCIENCES RESEARCH COUNCIL

Biochemical Engineering Interdisciplinary Research Centre
Biotechnology Directorate
Simpler Nervous Systems Interdisciplinary Research Centre
Pharmacy Panel
Biology (Information Technology) Committee
Molecular Sciences Interdisciplinary Research Centre
Biological Sciences Committee

SCHEDULE 13

STUDENTSHIPS, CO-ORDINATED BY THE FOLLOWING GROUPS, TRANSFERRED TO THE NATURAL ENVIRONMENT RESEARCH COUNCIL

Science-based Archaeology Committee
Atmospheric Chemistry Initiative Panel
Earth Observation Programmes Board Grants Panel

SCHEDULE 14

STUDENTSHIPS, CO-ORDINATED BY THE FOLLOWING GROUPS, TRANSFERRED TO THE ECONOMIC AND SOCIAL RESEARCH COUNCIL

Joint ESRC/SERC Committee

SCHEDULE 15

FELLOWSHIPS TRANSFERRED TO THE PARTICLE PHYSICS AND ASTRONOMY RESEARCH COUNCIL

1. **Postdoctoral Home Awards**
 - (i) All Astronomy and Planetary Science awards except B/93/RFH/1615
 - (ii) All Nuclear Physics awards except B/93/RFH/1903, B/92/RFH/1514 and B/91/RFH/1183
 2. **Postdoctoral Overseas Awards**
 - (i) All Astronomy and Planetary Science awards
 - (ii) All Nuclear Physics awards except B/93/RFO/1860
 3. **Postdoctoral NATO Awards**
 - (i) All Astronomy and Planetary Science awards
 4. **Advanced Fellowship Awards**
 - (i) All Astronomy and Planetary Science awards except B/93/AF/1616
 - (ii) All Nuclear Physics awards except B/90/AF/1217, B/91/AF/1368, B/92/AF/1449 and B/93/AF/1589
 5. **Senior Fellowship Awards**
 - (i) All Astronomy and Planetary Science awards
 - (ii) All Nuclear Physics awards
-

SCHEDULE

FELLOWSHIPS TRANSFERRED TO THE BIOTECHNOLOGY AND BIOLOGICAL SCIENCES RESEARCH COUNCIL

1. Postdoctoral Home Awards
 - (i) All Biology awards
 2. Postdoctoral Overseas Awards
 - (i) All Biology awards
 - (ii) All Biotechnology Directorate awards
 3. Postdoctoral NATO Awards
 - (i) All Biology awards
 4. Advanced Fellowship Awards
 - (i) All Biology awards
 5. Senior Fellowship Awards
 - (i) All Biology awards
-

SCHEDULE 17

FELLOWSHIPS TRANSFERRED TO THE NATURAL ENVIRONMENT RESEARCH COUNCIL

1. Postdoctoral Home Awards
 - (i) All Science-based Archaeology awards
 - (ii) Astronomy and Particle Physics award B/93/RFH/1615
 2. Advanced Fellowship Awards
 - (i) All Science-based Archaeology awards
 - (ii) Astronomy and Particle Physics award B/93/AF/1616
-

SCHEDULE 18

VEHICLES TRANSFERRED TO THE PARTICLE PHYSICS AND ASTRONOMY RESEARCH COUNCIL

PART I

THE ROYAL OBSERVATORIES

All vehicles owned by the SERC and located at the Royal Observatory, Edinburgh on 31.3.94

PART II

OVERSEAS

All vehicles owned by the SERC and located at Apartado 310, 38780 S/C De La Palma, Tenerife, Islas Canarias and at the Joint Astronomy Centre, 660 North A Ohoku Place, University Park, Hilo, Hawaii 96720, USA on 31.3.94

SCHEDULE 19

RARE BOOKS AND ANTIQUITIES TRANSFERRED TO THE PARTICLE PHYSICS AND ASTRONOMY RESEARCH COUNCIL

All that collection of rare books and antiquities, bequeathed by the Lord Crawford to the Crown and held in safe keeping at the Royal Observatory, Edinburgh.

All that collection of rare books and antiquities bequeathed to the Royal Greenwich Observatory by the late Astronomer Royal, G B Airy

5th March 1994

William Waldegrave
Chancellor of the Duchy of Lancaster

EXPLANATORY NOTE

(This note is not part of the Order)

This Order makes provision for the transfer of property, rights, liabilities and obligations from the Agricultural and Food Research Council and the Science and Engineering Research Council to the Biotechnology and Biological Sciences Research Council, the Engineering and Physical Sciences Research Council, the Particle Physics and Astronomy Research Council, the Natural Environment Research Council and the Economic and Social Research Council.

The Order makes an amendment to Schedule 3 to the Science and Technology Act 1965 to permit the continued participation of certain present and former staff of the Science and Engineering Research Council in a pension scheme administered by the United Kingdom Atomic Energy Authority (Article 5).

The Order makes provision for the general transfer of land and other property, rights, liabilities and obligations from the Agricultural and Food Research Council to the Biotechnology and Biological Sciences Research Council (Article 3) and for the transfer of obligations under contracts of employment from the Agricultural and Food Research Council and from the Science and Engineering Research Council (Article 4).

Property, rights, obligations and liabilities of the Science and Engineering Research Council are generally transferred to the Engineering and Physical Sciences Research Council (Article 6), whilst a number of specific transfers are made to the Particle Physics and Astronomy Research Council and to other Research Councils (Articles 7, 8, 9 and 10). The property, rights, liabilities and obligations referred to in Articles 7 to 10 are specified in Schedules 1 to 19.

1994 No. 611

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