

PATENT ASSIGNMENT COVER SHEET

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NATURE OF CONVEYANCE:	AGREEMENT
RESUBMIT DOCUMENT ID:	505196494

CONVEYING PARTY DATA

Name	Execution Date
ASPECT SYSTEMS GMBH	12/04/2013

RECEIVING PARTY DATA

Name:	UNIVERSITY OF LINCOLN
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City:	LINCOLN
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Postal Code:	LN6 7TS

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15500371

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SIGNATURE:	/Susan E. Freedman/
DATE SIGNED:	02/22/2019

Total Attachments: 47

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November
2013

PRaVDA Agreement between aSpect Systems GmbH and
the University of Lincoln

THIS AGREEMENT is made and entered into as of the day of 20[]

BETWEEN:

- (1) aSpect Systems GmbH, Eisenbahnstrasse 2, 01097 Dresden Germany ("aSpect"); and
- (2) The University of Lincoln, an exempt charity by virtue of Act of Parliament, whose registered office is at Brayford Pool, Lincoln, LN6 7TS, UK (the "University").

Background

The University is undertaking a Project (defined below) to develop an integrated computed tomography and dosimetry instrument for proton therapy. aSpect provides test equipment and test service, data acquisition systems, adjustment equipment and engineering Services for imagers and cameras. The Parties agree that aSpect will provide test services for the chip development, provide the data acquisition system and design and/or provide final instrument packaging a for the Project and supply these devices to facilitate both non-commercial research and potentially the commercial exploitation of the technology.

Definitions

Application means the application for a Translation Award submitted to the Trust setting out the research proposal for the Project, submission dated 17th November 2011;

aSpect means aSpect System GmbH, Eisenbahnstrasse 2, 01097 Dresden, Germany

Background IP means:

- a) any Intellectual Property owned, created, devised or generated by aSpect (other than the Project Intellectual Property), which is necessary or reasonably required for undertaking the Project or for the commercial exploitation of the Project Intellectual Property in the Field; and
- b) any other Intellectual Property owned by aSpect that is in practice integrated in the design of PRaVDA DAQ.

CDA means the mutual confidentiality disclosure agreement dated 12th November 2012 entered into by the Parties and other participants in the Project and any subsequent CDA entered into in relation to this Project;

Collaborator(s) means the Universities of Lincoln, Surrey, Liverpool, Birmingham, Cape Town, the University Hospital Birmingham NHS Foundation Trust, the University Hospital Coventry and Warwickshire NHS Trust, iThemba Laboratories South Africa, the United Lincolnshire Hospital NHS Trust, the Christie NHS Foundation Trust, Elekta, APS and Advanced Proton Solutions Limited or their nominated representatives, and any others added to the project subject to the CDA;

Effective Date means [the 21-Jan-2013]

Field means Proton Therapy Applications. Proton Therapy includes any therapy, pre-treatment quality assurance or tomography or dosimetry utilizing a beam of protons.

Intellectual Property (IP) means patents, patent applications, inventions and designs;

Parties means the University and aSpect referred to collectively as the "Parties" and individually as a "Party";

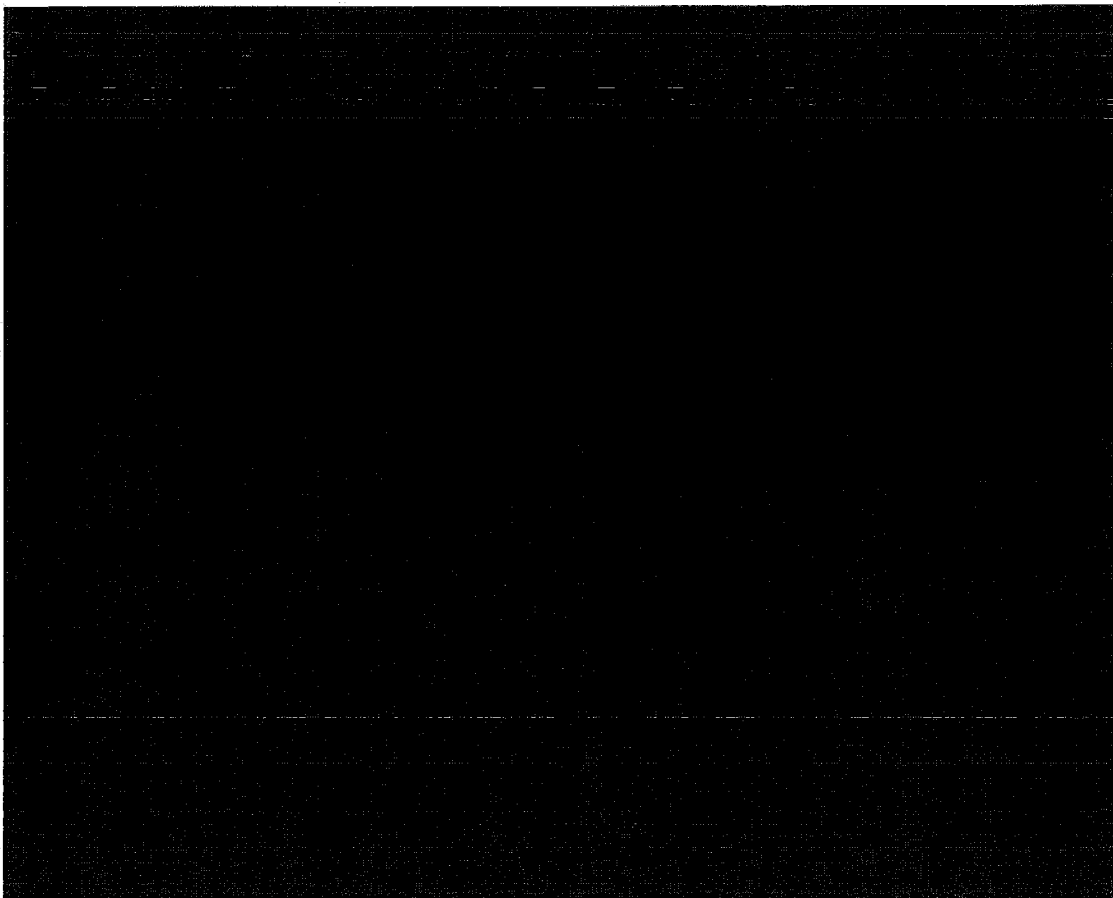
Platforms aSpect business is based on platforms, a detailed description could be found in Appendix – Platforms

A platform contains IP-blocks, libraries, components, assemblies and subsystems of an engineering discipline.

Pravda DAQ System means the device which will be developed and manufactured by aSpect. A detailed description could be found in Appendix -- Pravda DAQ System.

Principal Investigator or Project Director means Professor Nigel M Allinson of the University;

Project Manager means Dr Grainne Riley of the University;



The Parties agree:

1. PUBLICATIONS

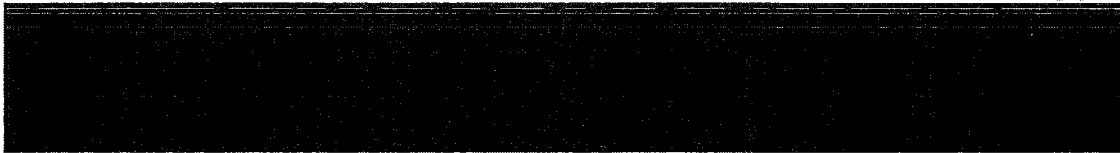
aSpect agrees that the University and the Collaborators reserve the right to publish material in any form which is based on results arising from the Project, at any time, and the University confirms that it will acknowledge the support of aSpect in such publications unless requested not to do so. Where publications refer to information provided by aSpect, the University will use reasonable efforts to

procure that the Collaborators will provide a copy to aSpect at least thirty (30) days in advance of the intended date of submission for publication. aSpect shall make any reasonable requests for revisions in order to prevent any inadvertent disclosure of its confidential and proprietary information within thirty (30) days of receipt of the proposed publication. aSpect agrees that it shall not unreasonably prevent or delay publication. The only acceptable reason for a delay in publication is for the removal of aSpect's confidential /proprietary information and publications should not be delayed for longer than two (2) months from the date aSpect notifies the Project Director that it wishes to remove confidential/proprietary information from the proposed publication.

2. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIAL INFORMATION

a. Background IP

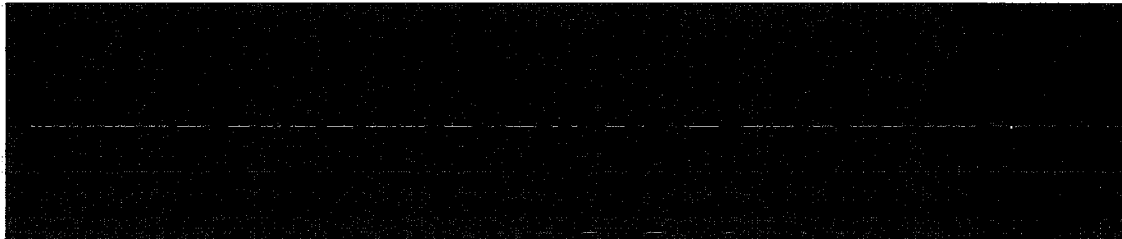
aSpect agrees that all rights in Background IP provided for the performance of the Project will at all times remain the property of the Party/Collaborator introducing the same.



aSpect shall be responsible for filing, prosecuting, maintaining, defending and enforcing protection for the Background IP at its own cost. If aSpect wishes to cease doing so in relation to any of the Background IP, it shall notify the Project Management Board, which shall recommend which of the University or Collaborators shall have the right, but not the obligation, to take over responsibility for filing, prosecuting, maintaining, defending and enforcing protection for the specific item or items of Background IP that aSpect has chosen to cease filing, prosecuting, maintaining, defending and enforcing protection for. aSpect warrants that Background IP is free and shall remain free from any encumbrance.

b. Project Intellectual Property and Inventions

Below is a list of Project Intellectual Property and ownership and limitations on use are described

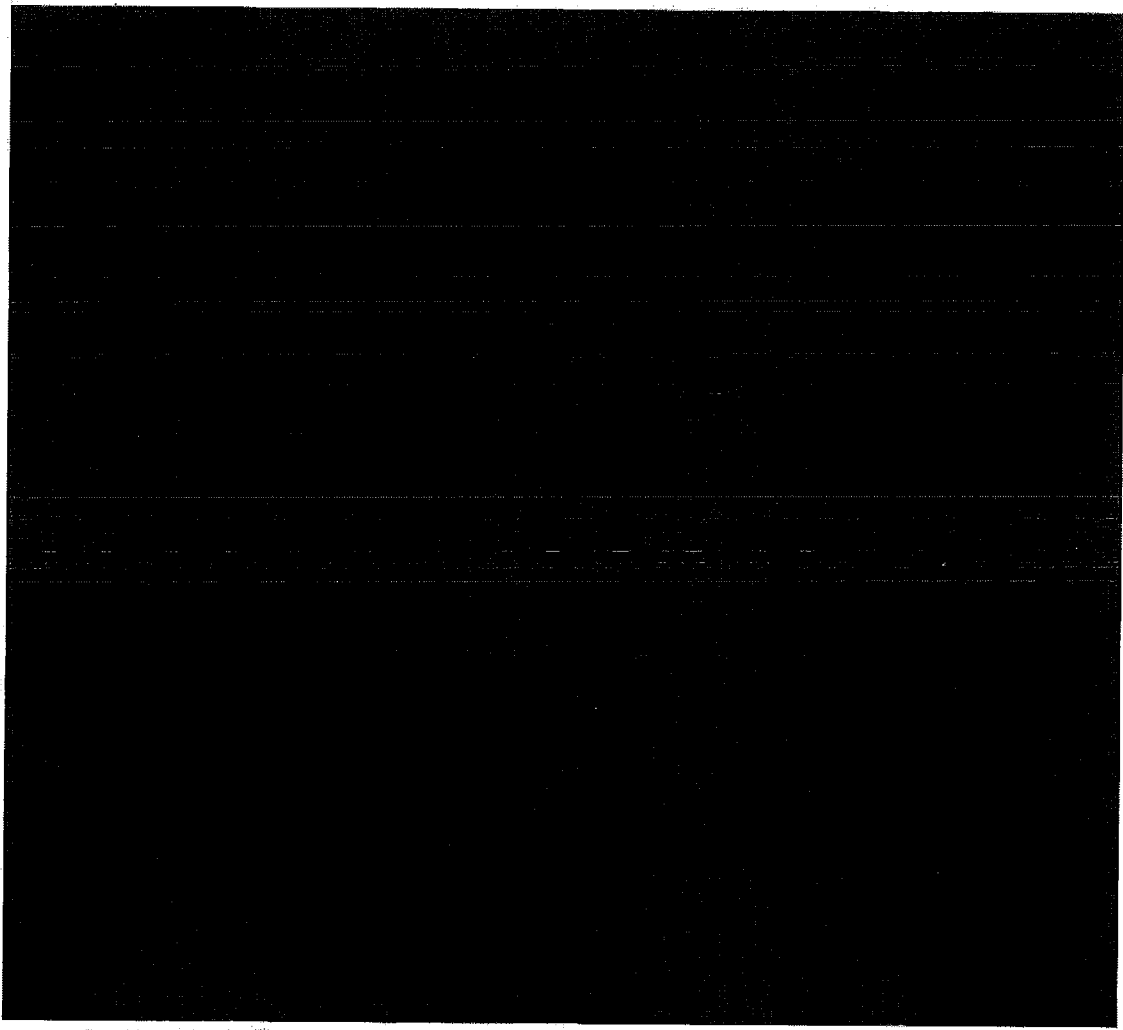


ii. University Intellectual Property and Inventions

aSpect supply to the University a system description of the PRaVDA DAQ with overall operational parameters defined and physical layout outlined. This will be the property of University and aSpect agrees that the University can share it with any third party in the event of the Project being translated.

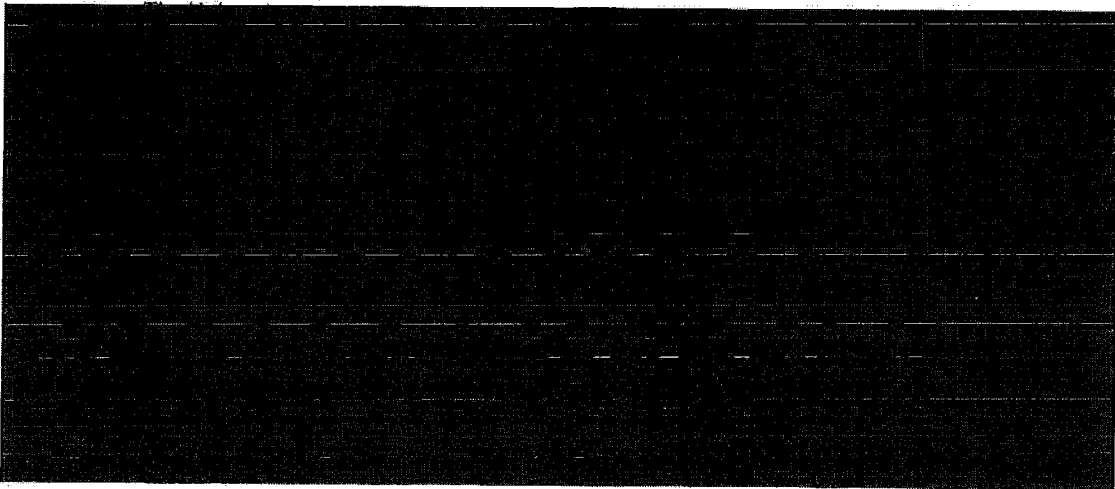
aSpect agrees not to share the Project IP with any third party other than the Collaborators as permitted by the CDA.

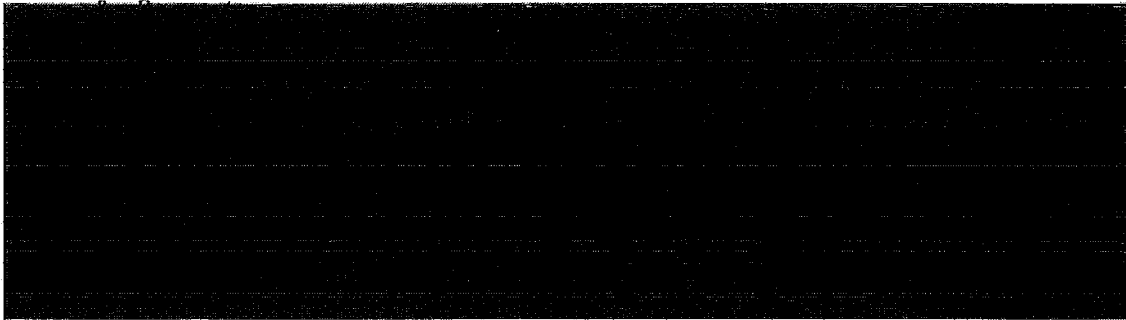
aSpect will not manufacture and sell a PRaVDA DAQ System to a third party without the written permission of the University.



5. Confidentiality

aSpect shall treat Project Intellectual Property generated in whole or in part by any Collaborator as confidential in accordance with the CDA.





9. General Terms

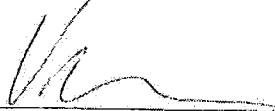
This letter agreement, and the documents referred to in it, together with (i) the terms and conditions entered into between aSpect and the University (the "T & C's"), and (ii) any purchase orders entered into between aSpect and the University constitute the entire agreement and understanding of the Parties. In the event of any conflict between the provisions of this letter agreement and those of the T&Cs or purchase orders the provisions of this letter agreement shall prevail.

10. Termination

This Agreement may be terminated by either party in the event that the other Party breaches the Agreement and the breach remains uncured for sixty (60) days after the Party that has breached the agreement has been informed of the breach by the other Party.



Signed by Marcus Verhoeven as director



for aSpect Systems GmbH

Dated:

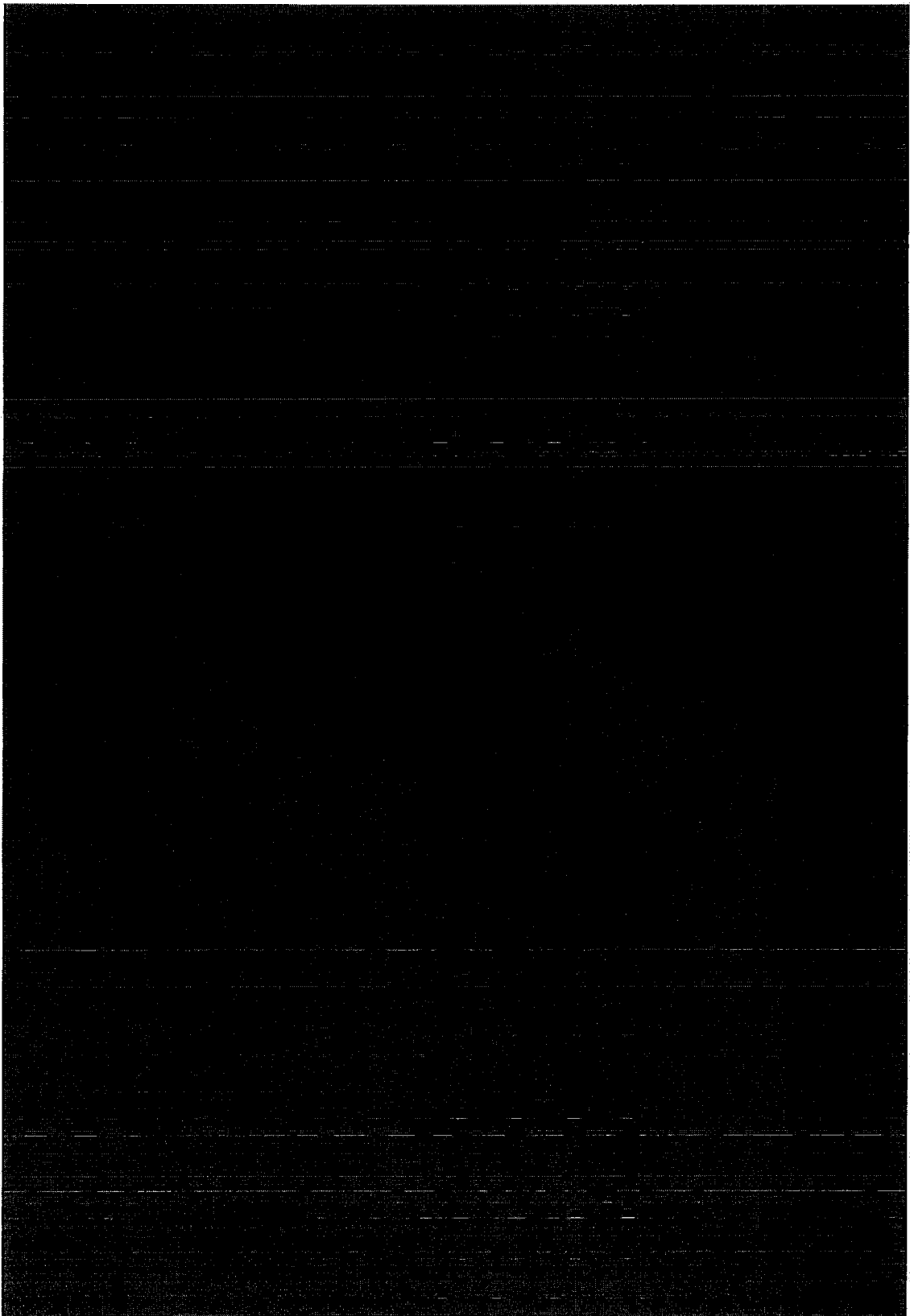
4.12. 2013

Signed by Andrew Stevenson, Director of Research & Enterprise

for the University of Lincoln

Dated:

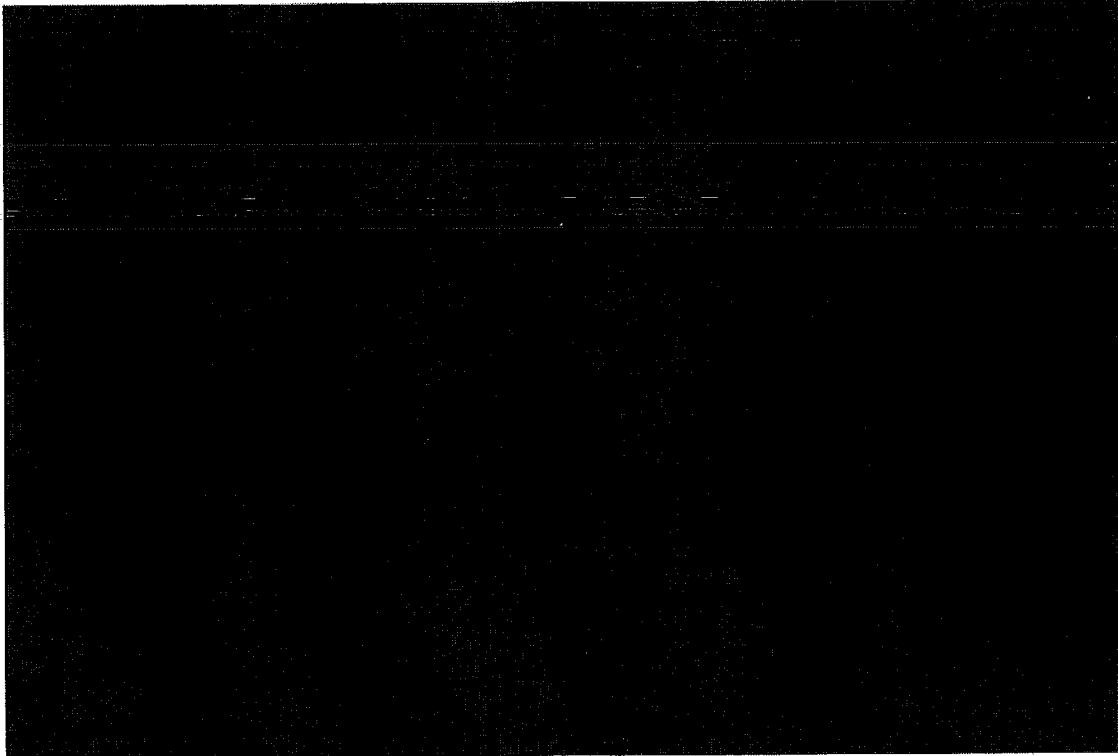
2nd December 2013



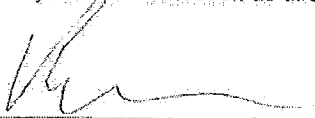
Without the Strip Detectors (including ASICs) and Priapus Imagers the DAQ System can be operated in a test mode to verify that most of the DAQ components are functional. Collecting raw data for Proton Therapy Application and Proton CT requires the detectors. The necessary image reconstruction for Proton Therapy Application and Proton CT is not computed with the software of the PRaVDA DAQ System. This software will be supported by other project collaborators.

3. Appendix – Translation

aSpect will support components, systems and various services for the Translation, this appendix summarizes the conditions for this process.



Signed by Marcus Verhoeven as director

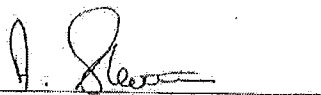


for aSpect Systems GmbH

Dated:

4.12. 2013

Signed by Andrew Stevenson, Director of Research & Enterprise



for the University of Lincoln

Dated:

2nd December 2013

WELLCOME TRUST TRANSLATION AWARD
PRaVDA
Collaboration Agreement

..... day of

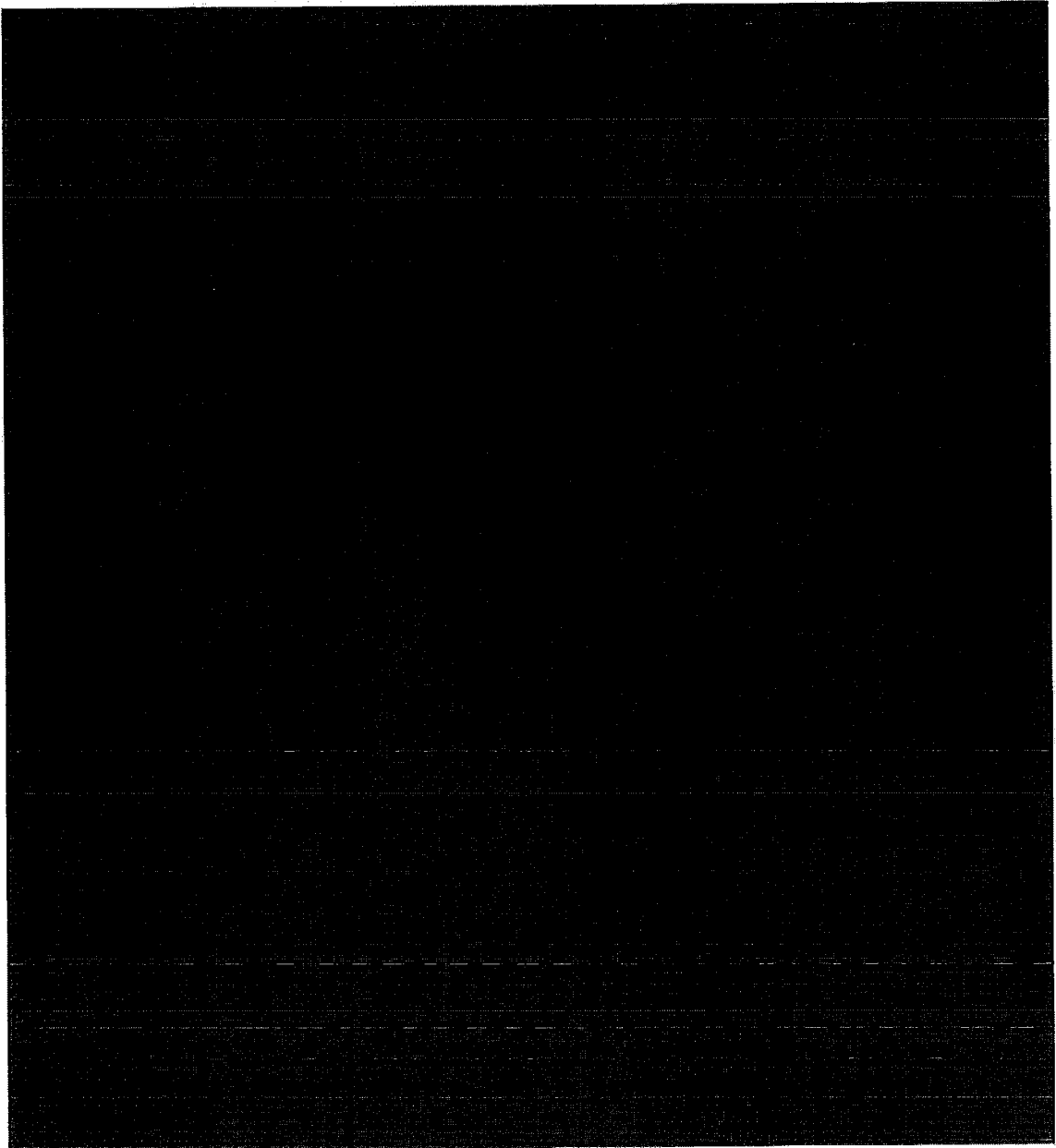


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COLLABORATION AGREEMENT

This Agreement is made this day of

Between the following parties:

University of Lincoln with a registered address at University of Lincoln, Brayford Pool, Lincoln, LN6 7TS herein after called "Lincoln"

University of Birmingham with a registered address at University of Birmingham, Edgbaston, Birmingham, B15 2TT herein after called "Birmingham"

University Hospitals Birmingham [NHS Foundation Trust] with a registered address of Trust Headquarters; Mindelsohn Way, Queen Elizabeth Medical Centre Edgbaston, Birmingham, B15 2PR herein after called "Birmingham Hospital"

The University of Liverpool, an exempt charity and body incorporated by Royal Charter, of The Foundation Building, 765 Brownlow Hill, Liverpool L69 7ZX "Liverpool"

University Hospitals Coventry and Warwickshire [NHS Trust] with a registered address of Clifford Bridge Road, Coventry, CV2 2DX herein after called "Coventry and Warwickshire Hospital"

The University of Surrey incorporated by Royal Charter on 9th September 1966 at Guildford, Surrey GU2 7XH, herein after called "Surrey"

National Research Foundation (NRF) A legal entity established in terms of the National Research Foundation Act, No. 23 of 1998 as amended, acting through its National Facility known as iThemba Laboratory for Accelerator Based Science, South Africa herein after called "iThemba Labs" with a registered postal address of iThemba LABS, P O Box 722, Somerset West 7129, SA and a physical address of iThemba LABS, Old Faure Road, Faure, 7131, SA

United Lincolnshire Hospital NHS Trust of Trust HQ, Lincoln County Hospital, Greetwell Road, Lincoln LN2 4AX herein after called "ULH"

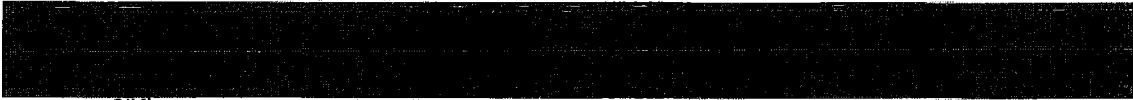
The Christie NHS Foundation Trust of Wilmslow Road Manchester M20 4BX herein after called "Christies"

The University of Cape Town, a university incorporated in terms of the Higher Education Act, 1997, and the statute of the University of Cape Town, promulgated under Government Notice No. 1199 of 20 September 2002, herein represented by Julianne Nadler-Visser, in her capacity as Contracts Manager of the University of Cape Town and she being duly authorized thereto, having its offices at Research Contracts & IP Services, University of Cape Town, Allan Cormack House, 2 Rhodes Ave, cnr Main Rd, Mowbray, 7700, Cape Town, South Africa herein after called "UCT"

University of Warwick and its subsidiaries, whose administrative offices are at University House, Kirby Corner Road, Coventry CV4 8UW herein after called "Warwick"

Herein after referred to collectively as the "parties" and individually as the "party".

Whereas



and

the parties wish to enter into an agreement to regulate the relations between them, to define the scope of the research, and to define the basis for the exploitation of the Intellectual Property;

and



IT IS HEREBY AGREED AS FOLLOWS

1. Article 1- Definitions

The following terms shall have the following meanings:

Acquiring Party means the Party or Parties receiving Confidential Information;

Background IP means:

- a) any Intellectual Property created, devised or generated by the Parties' staff (including visiting researchers) working in the laboratory of the Parties or collaborating with the Parties prior to the commencement of, or during the term of, the Project (other than the Project Intellectual Property), which is necessary or useful for undertaking the Project or the protection or exploitation of the Project Intellectual Property
- b) any other Intellectual Property owned by the Parties or which the Parties have rights to (other than the Project Intellectual Property) which is actually used in the performance of the Project;
- c) Excluded background Intellectual properties means Background IP that is encumbered such that the parties do not or cannot bring it to the Project;

CDA means the mutual confidentiality disclosure agreement entered into by the parties on 12th November 2012 and the "Non Academic Collaborators" and "Service Providers" and any subsequent revisions thereof;

Collaboration Agreement means this agreement including its Appendices;

Co-Investigator means the nominated individuals from the Parties as identified in Appendix 1

Collaborator means the nominated individuals from the Parties as identified in Appendix 1;

Contract Period means the period of time that the project will run. This is designated to be thirty-six (36) months from the project start date, unless otherwise agreed by the University of Lincoln and the Wellcome Trust;

Confidential Information means information that (a) relates to the Disclosing Party's past, present or future research, development, business activities, products, services and/or technical knowledge relating to the Project, and (b) either has been identified in writing as confidential or is of such a nature (or has been disclosed in such a way) that it should be obvious to the other Party that it is claimed as confidential. **Confidential Information** specifically includes, but is not limited in its interpretation to, all Project information and proprietary knowledge, technical information and specifications, inventions (whether patentable or not), manufacturing techniques, designs, circuit diagrams, instruction manuals, blueprints, electronic artwork, samples, devices, demonstrations, formulae, know-how, information concerning materials, scientific information generally, and other materials of whatever description in which the owner thereof has an interest in being kept confidential, including scientific knowledge gathered during the course of research and includes information containing or consisting of information or material of a technical, financial, operational, commercial, administrative or planning nature or in the nature of Intellectual Property of any kind and relating (wholly or in part) to the Disclosing Party or any of its actual or projected projects, research activities or businesses,

including its recipients, funders, personnel, students, facilities, assets, financial condition or results, rights, obligations and liabilities Confidential information shall also include any analyses, compilations, studies, minutes of meetings or other documents or physical materials prepared by the Acquiring Party which are copied from, based upon or derived from information and/or materials disclosed by the Disclosing Party. For the purposes of this Agreement, Confidential Information means any information disclosed to an Acquiring Party after and before the Effective Date which is of a confidential nature or which shall be designated as confidential by the Disclosing Party in any form or format whether oral, written, magnetic, electronic, graphic or digitised (and including any samples, designs, models, drawings, research, instructions and any combination or compilation thereof.

Disclosing Party means the Party or Parties divulging Confidential Information;

End of award report means a report by the University of Lincoln on the activities funded by the Award Amount;

Effective Date means the date that this Agreement becomes enforceable which date shall be the date of last signature by a Party hereto;

Funder means the Wellcome Trust

Financial report means a report produced by the parties documenting all spend and committed spend against an agreed financial schedule. Interim Financial reports will be produced by all parties with a frequency as defined in this agreement. A financial final report will be produced within four (4) weeks of the project end;

Grant Conditions means the standard terms upon which the Trust awards grants (currently COND/10/11) as amended from time to time; that are set out at <http://www.wellcome.ac.uk/Funding/Biomedical-science/Application-information/WTD004055.htm>;

Intellectual Property (IP) means

- a) patents, designs, trade marks and trade names (whether registered or unregistered), copyright and related rights, database rights, Know-How and Confidential Information;
- b) all other intellectual property rights and similar or equivalent rights anywhere in the world which currently exist or are recognised in the future; and
- c) applications, extensions and renewals in relation to any such rights;

Know-How means any technical and other information which is not in the public domain, including information comprising or relating to concepts, discoveries, data, designs, formulae, ideas, inventions, methods, models, assays, research plans, procedures, designs for experiments and tests and results of experimentation and testing (including results of research or development), processes (including manufacturing processes, specifications and techniques), laboratory records, chemical, pharmacological, toxicological, clinical, analytical and quality control data, trial data, case report forms,

data analyses, reports, manufacturing data or summaries and information contained in submissions to and information from ethical committees and regulatory authorities and computer programs or algorithms;

Milestones means the milestones (deliverables) set out at Appendix 4 which must be met to the reasonable satisfaction of the Wellcome Trust by the Milestone Dates in order for further tranches of the Award Amount to be released;

Milestone Dates means the dates set out at Appendix 4 for the achievement of the Milestones, all dates are taken from the Project start date;

Non Academic Collaborators means the organisations listed under Appendix 1;

Principal Investigator and Director means Professor Nigel M Allinson of the University of Lincoln;

Project Manager means Dr Grainne Riley of the University of Lincoln;

Project means the research entitled "PRaVDA (Proton Radiotherapy Verification and Dosimetry Applications) – *integrated computed tomography and dosimetry instrument for proton therapy*" (as more particularly detailed in the Project Proposal) to be undertaken by the Parties and funded by the Wellcome Trust under the terms of this Agreement;

Project Intellectual Property means any Intellectual Property created in the course of the Project or in contemplation of participation in the Project, including Intellectual Property created solely by a party ("Sole Project Intellectual property ") and that created jointly by any two (2) or more parties ("Joint Project Intellectual property ") and extending to all Intellectual Property created in contemplation of participation in the Project since the submission of the Project Proposal;

Project Inventions means any inventions arising from the Parties undertaking and performance of the Project; including any created solely by a party ("Sole Project Inventions") and those created jointly by any two (2) or more parties ("Joint Project Inventions") and extending to all Project Inventions created in contemplation of participation in the Project since the submission of the Project Proposal;

Project Start Date means the date agreed by University of Lincoln and the Wellcome Trust that the Project is deemed to have started from. All milestone dates will be calculated from this date;

Service Providers means the Organisations listed under Appendix 1;

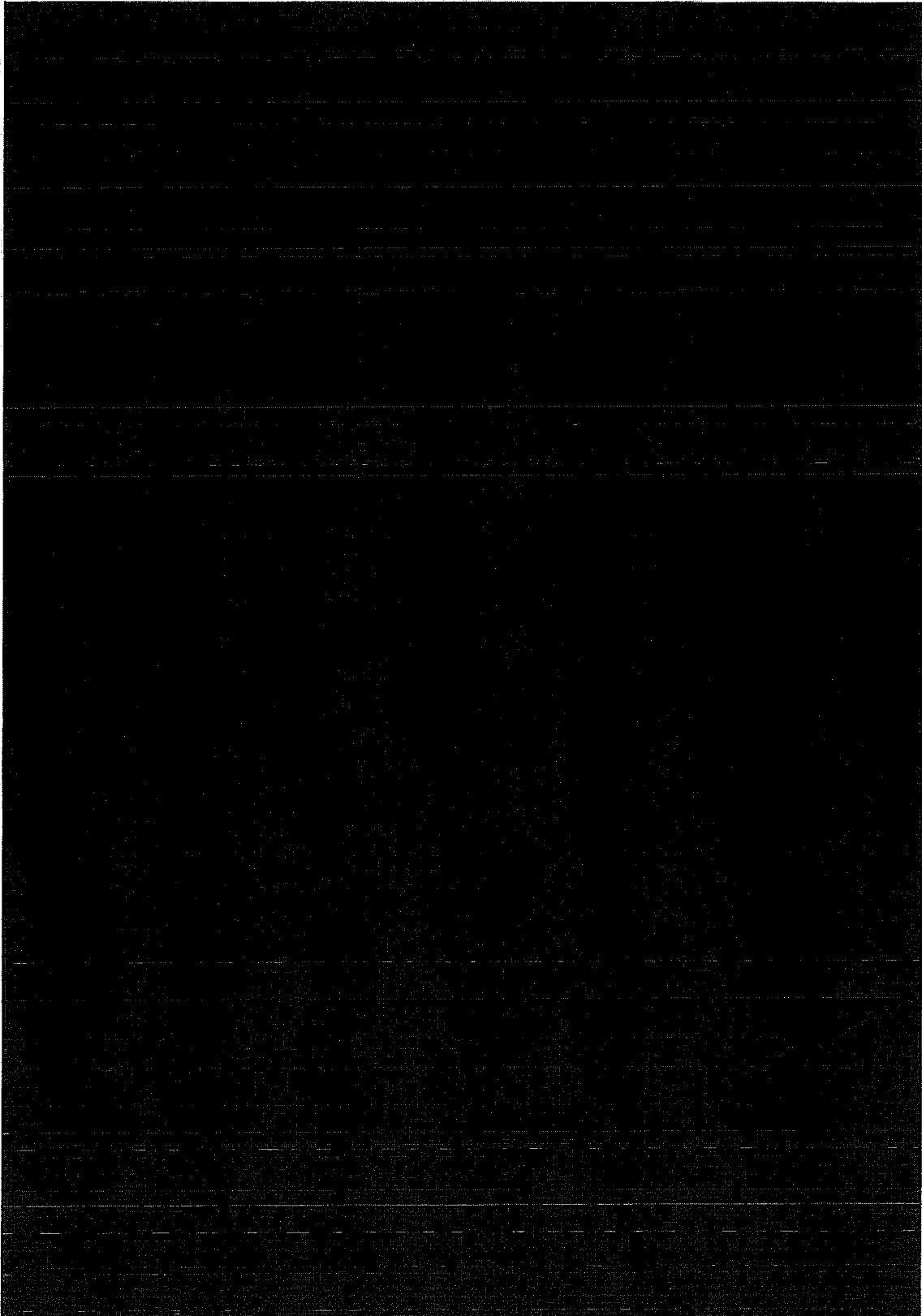
Side Letter Agreement means a separate agreement between the University of Lincoln (to whom the Wellcome Trust Award has been made) and the Service Providers. A signed off copy of these letters will be distributed to all Parties.

Translation Award Agreement means the agreement between the Wellcome Trust and the University of Lincoln in Appendix 3;

Project Proposal means the Full application for a Translation Award submitted to the Wellcome foundation Trust 17th November 2011 under Appendix 2.

Project Management Board (PMB) means the committee on which each of the parties is represented, whose membership is provided under Appendix 1

2. Article 2 - Carrying Out of the Project



- 2.3 A list of members of the Project Management Board is appended herewith as Appendix 1. Changes in membership as may be agreed from time to time by the Project Management Board shall be notified in writing to all parties and the Wellcome Trust.
- 2.4 The Project Management Board shall meet not less than at three (3) monthly intervals with at least four (4) weeks notice being given of such meeting. Additional meetings of the Board can be called by the Project Director, if a simple majority of its membership is in agreement. The parties will take turns to host these meetings, and any member may attend by teleconference or videoconference if necessary and available. These meetings may form part of the main project meetings.
- 2.5 The Project Management Board shall have the right to invite other non-voting observers to be present at its meetings. Any observer who is not an employee, servant or agent of a party to this Agreement shall be required to enter into a confidentiality agreement prior to attending such meetings. A representative from the Wellcome Trust may attend any management meeting with agreement of the Project Management Board.
- 2.6 The Project Director will, *ex officio*, be the Chair of the Project Management Board.
- 2.7 The specific functions, duties and procedural rules relating to the Project (not in conflict with the provisions of this Agreement and the Translation Award Agreement) will be agreed by the Project Management Board from time to time based on the criteria set out under clause 2.8. If the Project Management Board cannot reach a consensus on any matter, a decision will be made by a simple majority vote of the named individuals in Appendix 1, with the Chair having the casting vote. A meeting will only be quorate if at least 4/5ths of the Project Management Board members are present.
- 2.8 The normal functions and duties of the Project Management Board shall include:
- a) All general matters relating to Project finances
 - b) Start dates for staff recruited to the Project will be agreed by the Project Management Board (PMB). No recruitment will be made without prior agreement of the PMB, but candidate choice will be the sole responsibility of the employing party.
 - c) Deciding upon significant changes to the scope of work, delivery, times and budget of the work packages subject to Wellcome Trust approval.
 - d) In case of a Party in Default agreeing on actions to be taken, making proposals to the other parties to assign the Party in Default's tasks and, if appropriate, agreeing upon a new party to join the Project subject to Wellcome Trust approval.
 - e) Oversee a rolling programme of risk assessment and quality management.
 - f) All general matters relating to research governance and ethics.
 - g) All general matters relating to knowledge management and exploitation. A database will be kept that records all Project IP & Background IP as declared by the parties. Lincoln will manage this database, the database will be open to review by all partners and at the termination of the project the database will be logged with the University of Lincoln research office.
 - h) All general matters relating to dissemination (including press releases, public awareness etc).
- 2.9 Lincoln shall appoint an overall manager for the Project ("Project Manager") to liaise with the parties and others to assist the effective, efficient running of the Project. The duties and functions of this individual will be agreed by the Project Management Board and the Project Manager shall report to the Project Director.
- 2.10 Lincoln shall use all reasonable endeavours to ensure that the Project Director and the Project Manager perform their roles in the Project in accordance with the terms of this Agreement and as set out below. The Project Director's functions shall include:

a. co-ordinating the Project and the proper distribution of information between the parties including the provision of a copy of any reports prepared by or for the Wellcome Trust; and

b. act as the liaison between the parties and the Wellcome Trust concerning the Project; and

c. duly and regularly convening meetings of the Project Management Board at reasonably convenient times and places, and ordinarily acting as its Chair, and

d. overseeing the Project finances, deciding on the final budget allocations to the parties in full consultation with, and with the agreement of, the Project Management Board, and being responsible for providing accounts and other information to the Wellcome Trust, and

e. any duties reasonably assigned by the Project Management Board, including the ability to act on agreed matters as "Chair's Actions".

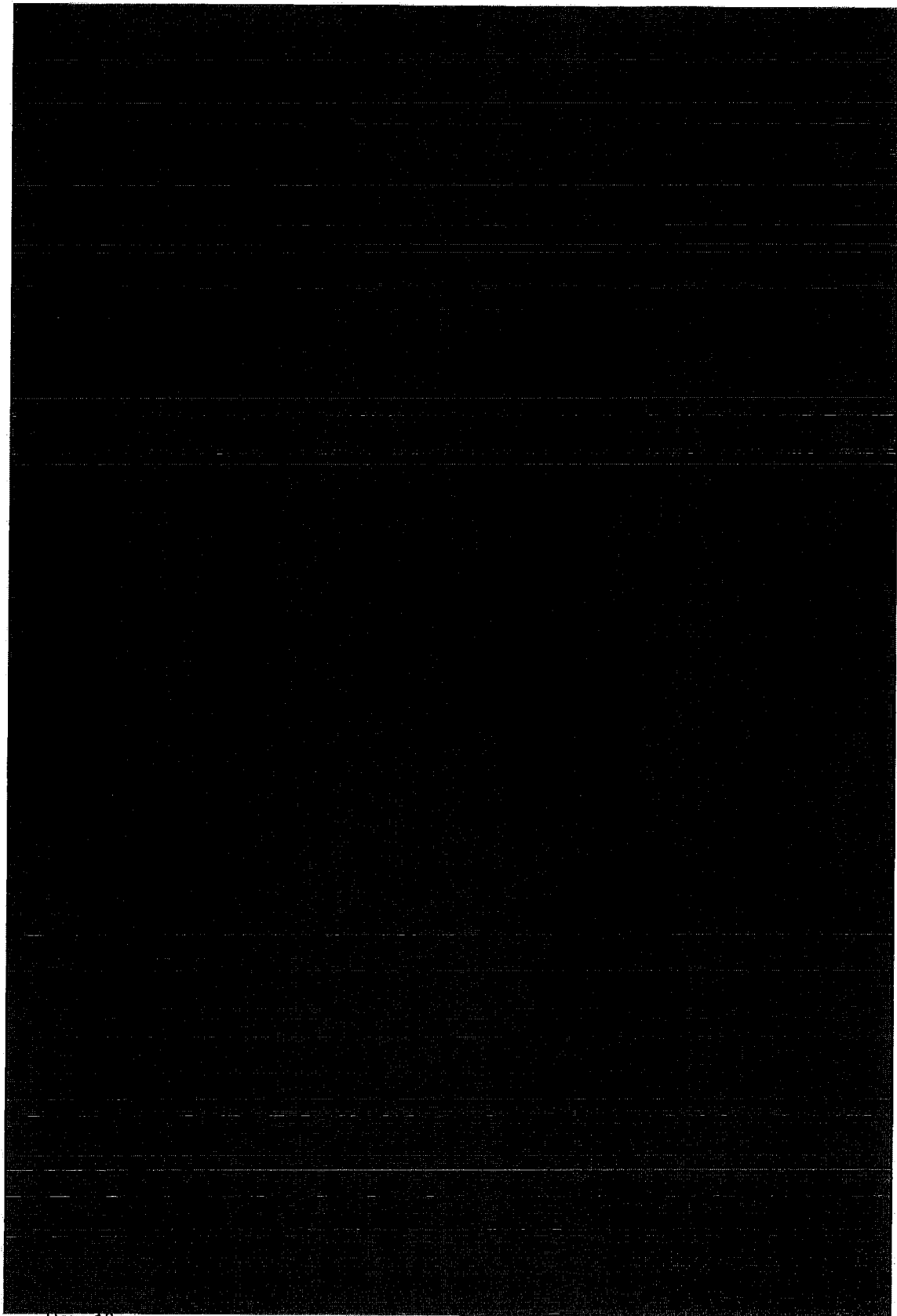
2.11 Each of the parties hereby undertakes to the other parties to:

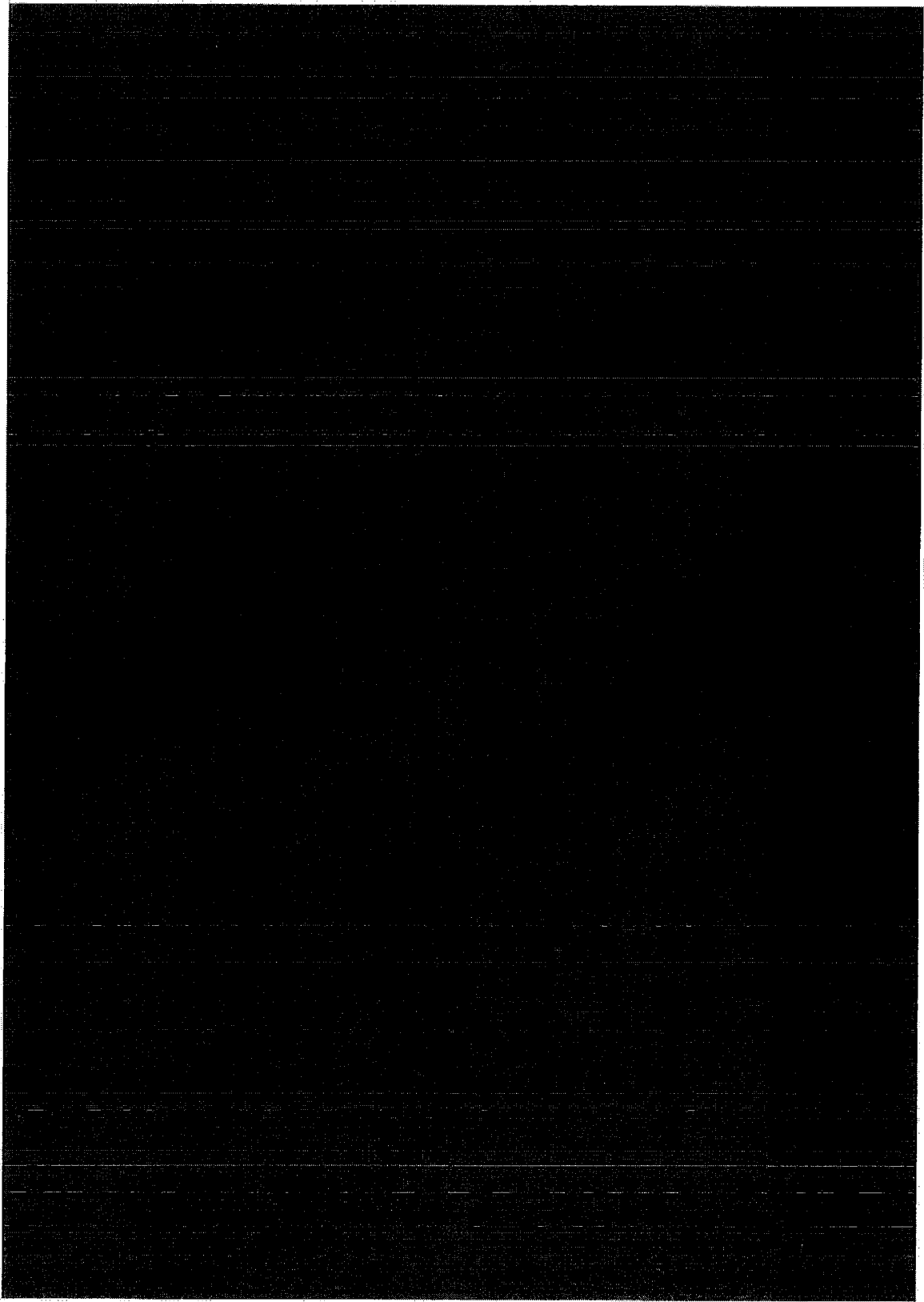
a. promptly appoint a named individual to carry out that party's work on the Project and to act as that party's representative on the Project Management Board and to promptly effect any necessary replacement of such a named individual and to ensure his or her regular attendance at meetings of the Project Management Board; and

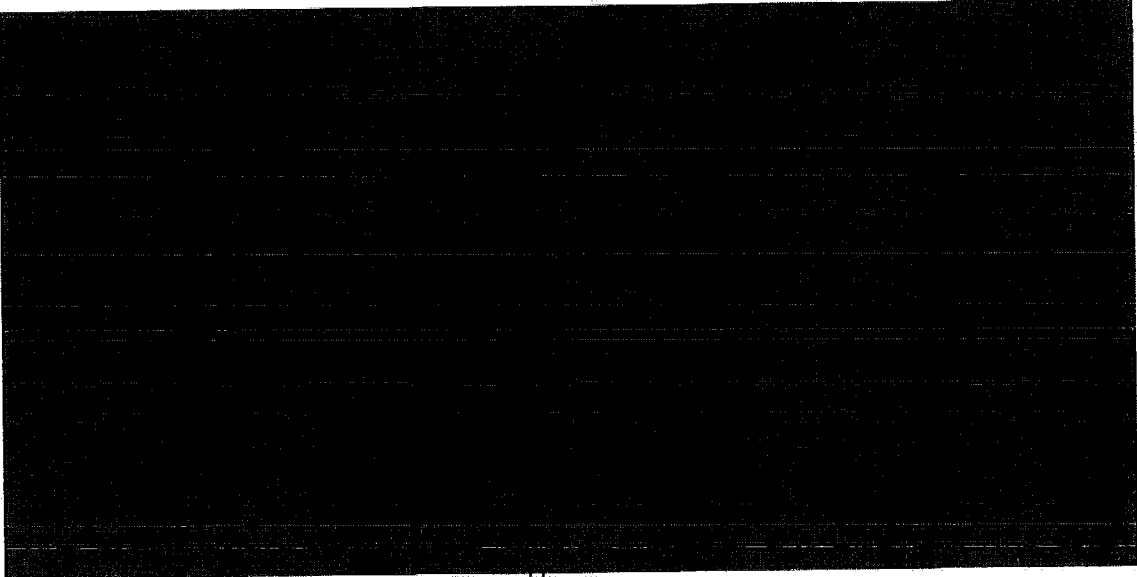
b. duly comply with all reasonable procedures laid down by and other reasonable requests and requirements of the Project Management Board and all reasonable requests of the Project Director in respect of this Project; and

c. co-operate in their common pursuit of the Project objectives as set out in the Project Proposal (Appendix 2) and modified by the agreement of the Project Management Board from time to time in consultation with the Wellcome Trust.





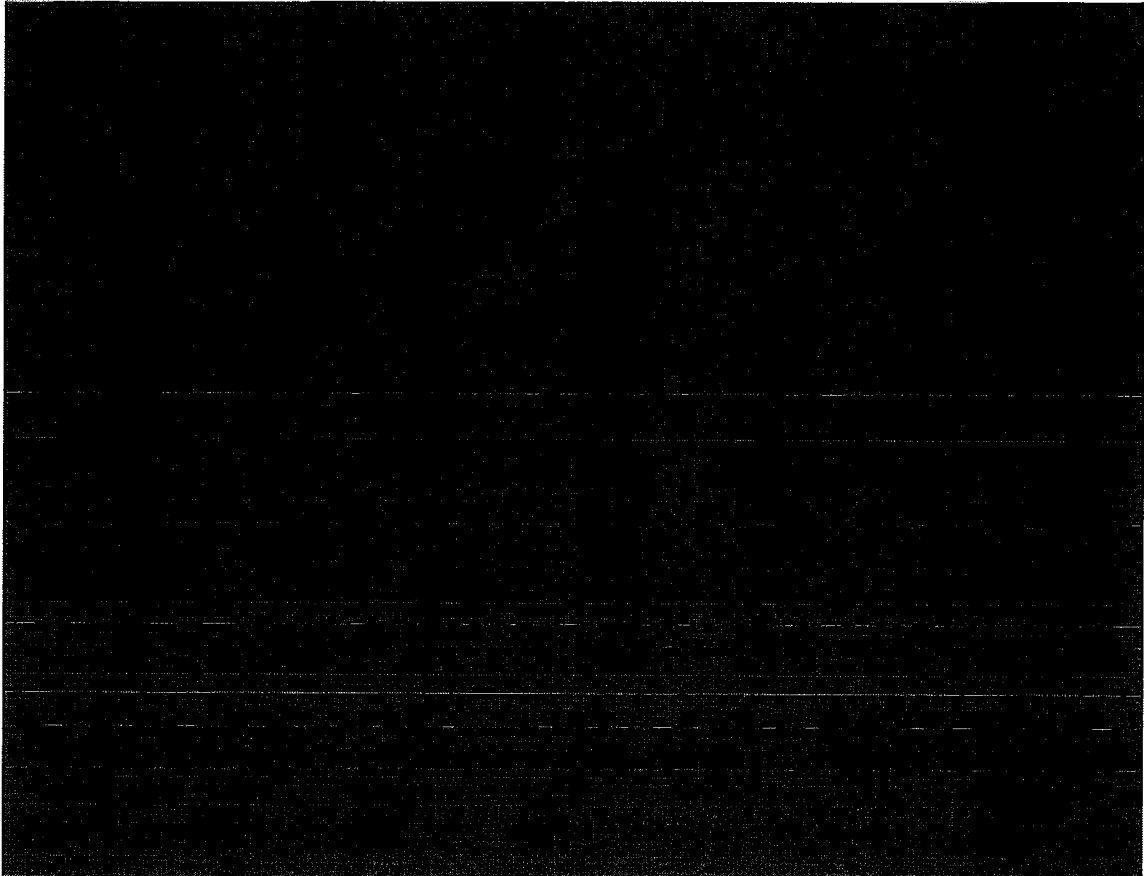


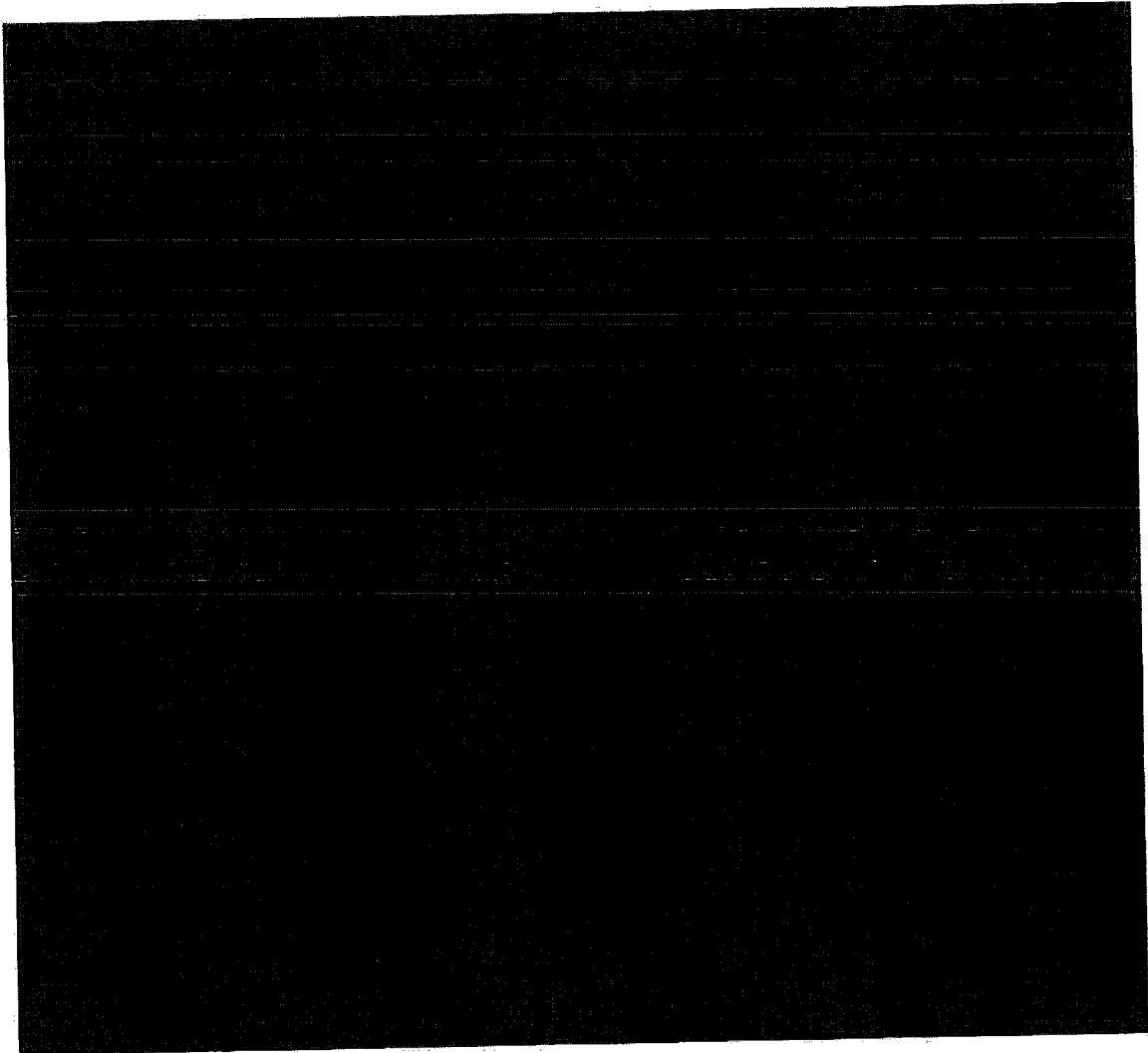


5. Article 5 - Confidentiality

- 5.1. Each party agrees to be bound by the terms of the mutual confidentiality agreement drafted in relation to this project in Appendix 7 witnessed on 12th November 2012 and any subsequent revisions thereof.
- 5.2. In consideration of the Disclosing Party disclosing to the Acquiring Party the Confidential Information, the Acquiring Party agrees to keep it and all information relating to it and its use, confidential and to treat the Confidential Information with the same care as it would treat its own confidential information; and to keep the Confidential Information secure from theft.
- 5.3. The Acquiring Party agrees not to use the Confidential Information for any purpose other than the Project, and, except with the express prior consent in of the Disclosing Party in writing which will not be unreasonably withheld, not to disclose it to any third party and not to make copies of any records of Confidential Information. The Acquiring Party shall not reverse-engineer, decompile, disassemble, deconstruct or modify any Confidential Information or records containing Confidential Information without the Disclosing Party's written permission.
- 5.4. For the avoidance of doubt the Parties acknowledge and agree that any disclosures of Confidential Information to the Wellcome Trust shall not be considered a breach of this Agreement.
- 5.5. The Disclosing Party does not warrant or undertake that the Confidential Information disclosed hereunder is accurate or complete.
- 5.6. The Acquiring Party shall disclose the Confidential Information only to such members of its staff (or students) as are necessary for the Project and not further or otherwise and all such members of staff, students or other persons working on the Project shall be made aware of this duty of confidentiality and be subject to obligations of confidentiality in relation to the Confidential Information to at least the level of those set out in this agreement and the Disclosing Party shall be entitled to enforce such agreements pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 5.7. The Acquiring Party shall be entitled to disclose Confidential Information to:
- 5.8. any court, administrative or regulatory body to the extent required by law, provided that the Acquiring Party informs the Disclosing Party in writing within fourteen (14) days of the obligation to disclose arising and that the Acquiring Party maintains the confidentiality of as much of the relevant Confidential Information as possible; and

- 5.9. the Acquiring Party's auditors, lawyers and/or other professional advisors only to the extent necessary and provided that such professional advisors are themselves under obligations of confidentiality in relation to the Confidential Information so disclosed.
- 5.10. notwithstanding clause 5.6, where disclosure of information is required under the Freedom of Information Act 2000 from a party designated as a public authority under the Act and such information relates to another party, the public authority shall notify that party within five (5) business days of receiving an information request that such a request has been made and the details thereof. The public authority shall allow five (5) business days to consult with and, to the extent permitted by law, take into account any representations made by the party concerned before such information is disclosed to the requestor and shall on request provide an update of the status of the public authority's response and the information which it is intending to disclose.
- 5.11. The Acquiring Party shall return to the Disclosing Party all documents, records, and materials in its possession, custody or control incorporating any Confidential Information:
- 5.11.1 except as otherwise agreed in writing, forthwith upon conclusion of the Project; or
 - 5.11.2 Forthwith at any time upon request by the Disclosing Party
- 5.12. These obligations of confidentiality shall remain in force for 10 years following termination of the Project notwithstanding earlier termination of this agreement for any reason.
- 5.13. No party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement.





7. Article 7 – Reporting of Project Inventions and Intellectual Property Rights

7.1. The Project Director will monitor the work carried out under the Project for material that may be the subject of Project Inventions and shall promptly notify the Wellcome Trust of any such Project Invention. It is the responsibility of all parties to support the Project Director in this role by bringing to his attention any material that may be the subject of such project inventions

7.2. No Intellectual Property Rights are assigned or licensed under this Agreement, except as specifically provided for in this Article 7.

7.3. Management of IP

7.3.1. A register of Background IP and Project IP will be maintained by the Project Manager. It is the responsibility of individual parties to identify IP and submit details of this IP, date of origin, originator and ownership to the Project Manager to be logged into the register. The generation of this register is a non payment 3 month milestone of the award.

- 7.3.2. The parties will identify if any Background IP they bring to the Project is encumbered or becomes encumbered. It is the role of the Project Director to notify the Wellcome Trust in such an event.
- 7.3.3. Any Project IP logged in the register will clearly identify any Background IP that has been used in the development of that Project IP.
- 7.3.4. The register will be maintained by the Project Manager in a secure database and will be openly available to any member of the Project Management Board and Wellcome Trust upon request.
- 7.3.5. Each party shall use all reasonable endeavours to ensure the accuracy of any information or materials that it supplies to any of the other parties hereunder and to promptly correct, where possible, any error therein of which it is notified. A recipient party shall be solely and entirely responsible for its use of the information and materials.

7.4. Background IP

- 7.4.1. A register will be maintained by the Project Manager where Background IP is logged and ownership identified. It is the responsibility of the individual parties to identify Background IP and submit details of this Background IP, date of origin and originator and ownership to the Project Manager to be logged.
- 7.4.2. The parties will be responsible for identifying and reporting if any Background IP brought to the Project is encumbered or becomes encumbered during the course of the Contract Period. The parties will submit details to the Project Manager. The parties shall not grant any rights to any third parties over the Background Intellectual Property without the prior written consent of the Lincoln subject to Wellcome Trust approval.
- 7.4.3. The Parties agree that at the Commencement Date there are no pre-existing agreements with third parties that encumber or will encumber the Project Intellectual Property to the best of their knowledge.
- 7.4.4. The parties acknowledge that the other parties may have Background IP relevant to the Project that cannot be brought to the Project ("Excluded Background IP"). Each party will be responsible for identifying and reporting to the Project Manager any Excluded Background IP.
- 7.4.5. All Background IP used in connection with the Project shall remain the property of the party introducing the same. No party will make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the ownership or use of any Background IP of the other parties except under the terms of this Agreement. Each party acknowledges and confirms that nothing contained in this Agreement shall give it any right, title or interest in or to the Background IP of the other parties save as granted by this Agreement. Nothing in this Article purports to permit any party to reverse engineer or otherwise analyse any Background IP except to the extent that the relevant work package relaxes the provisions of this Article for the purposes of allowing any of the parties to use any of the other's Background IP or Project IP for any purpose in addition to carrying out the Project and to the extent applicable by law.
- 7.4.6. Each party hereby grants to the others a non exclusive royalty free licence to use such of its Background IP that has been included in the register (but not Excluded Background IP) as may be necessary to affect the performance of the Project and this Agreement.

7.4.7. In the event that the Project IP is exploited, that has been identified as being reliant upon a parties background IP, the party who holds the particular background IP will continue to grant a non exclusive royalty free licence to use such of its Background IP to the exploiting body. The parties agree that they will not grant rights to any third parties to such Background IP without prior consent of the owning party and Lincoln during or after the Contract period.

7.4.8. The parties shall retain responsibility for filing, prosecuting, maintaining, defending and enforcing protection for the Background Intellectual Property at their own cost. If the parties(s) wishes to cease doing so in relation to any of the Background Intellectual Property, it shall notify Lincoln and Lincoln in consultation with the Wellcome Trust shall have the right but not the obligation to take over responsibility for the Background Intellectual Property.

7.5. Sole Project IP

7.5.1. A register will be maintained by the Project Manager where Sole Project IP is logged and origin date and originator are identified. It is the responsibility of the individual parties to identify Sole Project IP and submit details of this Sole Project IP, date of origin and name(s) of originators to the Project Manager to be logged. Where Background IP has been used in the development of the Sole Project IP this must also be identified and details included when reporting the Sole Project IP for logging in the register.

7.5.2. All rights to Sole Project IP, regardless of originating party shall belong to Lincoln subject to the terms of clause 7.5.4. All costs involved in the protection of Sole Project IP will be met equally by all parties. If a party decides that they do not want to support the costs of protection they will agree to forfeit any rights to income or equity generated as a result of the IP exploitation.

7.5.3. If Lincoln in whom ownership vests decides not to take out or renew any patent or registration in any jurisdiction, it will notify the Wellcome Trust and other parties. The Wellcome Trust shall have the right but not the obligation to take out or renew any patent or registration in any jurisdiction. If the Wellcome Trust decides not to take out or renew any patent or registration in any jurisdiction, it will notify the Lincoln and other parties. The Party originating the IP shall then have the right but not the obligation to take out or renew any patent or registration in any jurisdiction. If the Party originating the IP decides not to take out or renew any patent or registration in any jurisdiction, it will notify the other parties, who will then have the rights to take out or renew any patent or registration in any jurisdiction.

7.5.4. Lincoln hereby grants to the other parties a royalty free, non-exclusive, worldwide, irrevocable licence to use Sole Project IP in perpetuity as may be necessary to affect the performance of the Project and beyond termination of this Agreement.

7.6. Joint Project IP

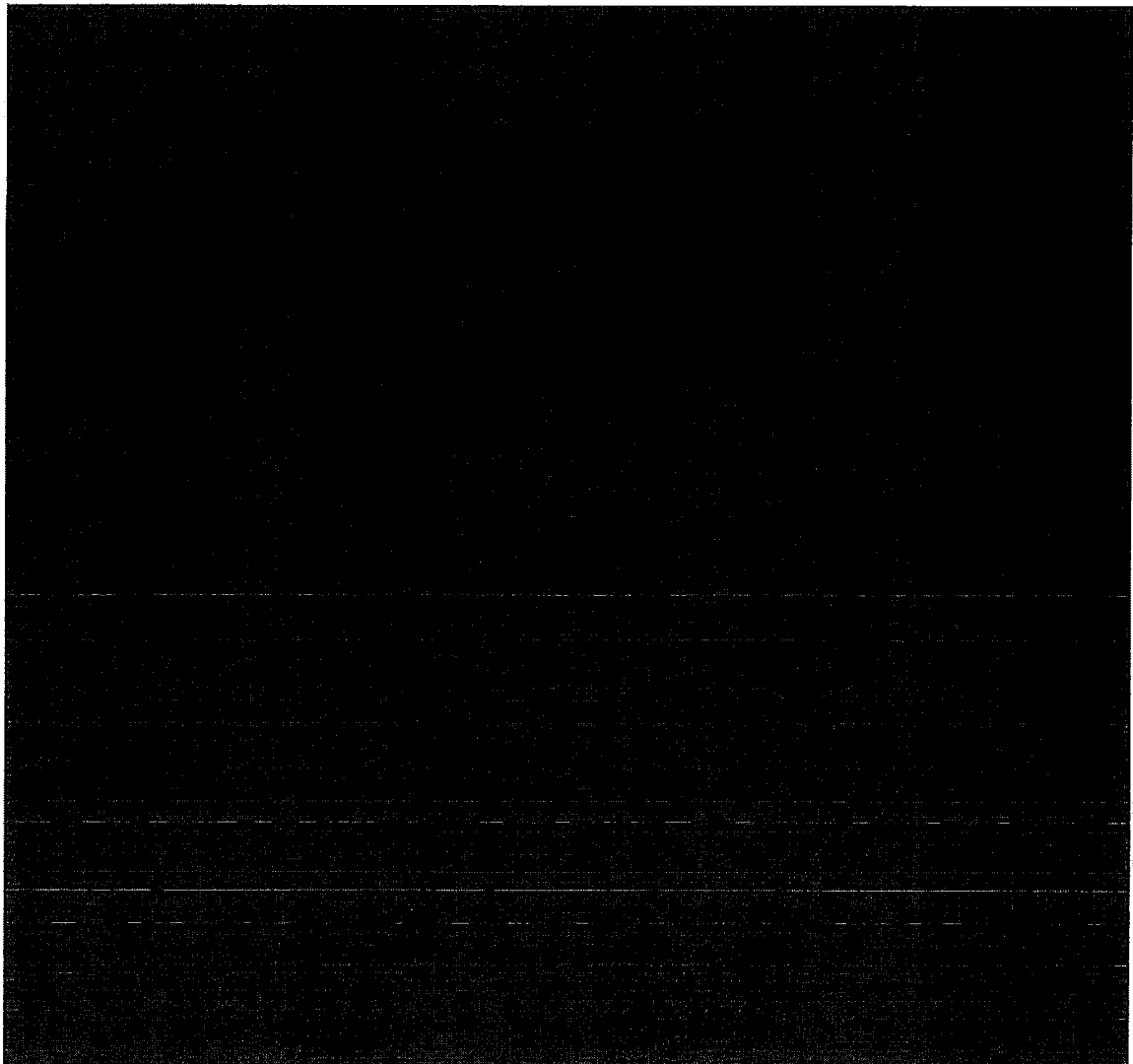
7.6.1. A register will be maintained by the Project Manager where Joint Project IP is logged and ownership identified. In the case of Joint Project IP it is the responsibility of the parties creating the same to identify Joint Project IP and submit details of this Joint Project IP, date of origin and originator to the Project Manager to be logged. It is for the parties creating the same to determine which of them is to be responsible for the reporting obligations in this Article 7

7.6.2. All rights to Joint Project IP, regardless of originating parties shall belong to Lincoln subject to the terms of clause 7.6.4. All costs involved in the protection of Joint Project IP will be met equally by all parties. If a party decides that they

do not want to support the costs of protection they will agree to forfeit any rights to income or equity generated as a result of the IP exploitation.

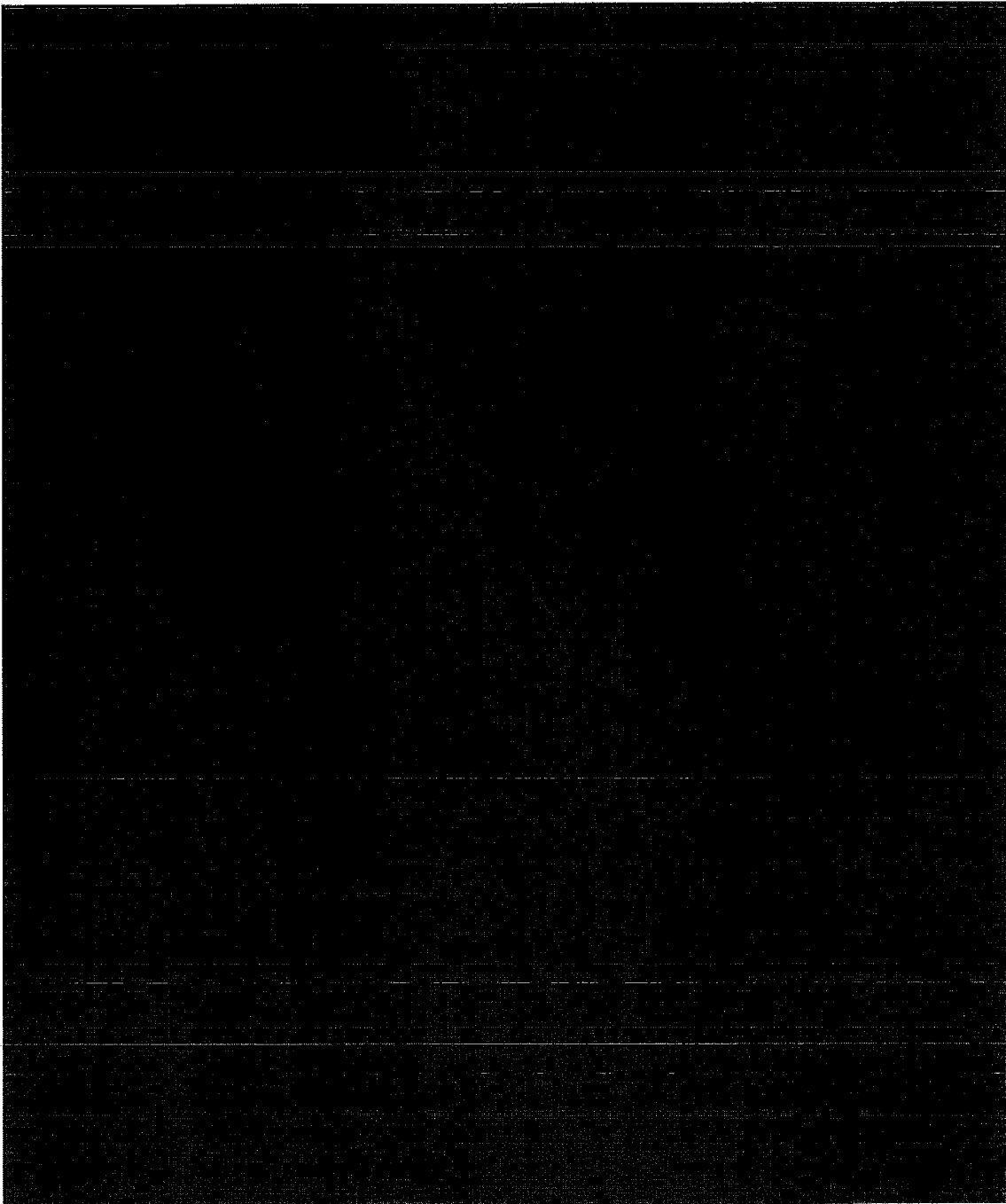
7.6.3. If Lincoln in whom ownership vests decides not to take out or renew any patent or registration in any jurisdiction, it will notify the Wellcome Trust and other parties. The Wellcome Trust shall have the right but not the obligation to take out or renew any patent or registration in any jurisdiction. If the Wellcome Trust decides not to take out or renew any patent or registration in any jurisdiction, it will notify the Lincoln and other parties. The Parties originating the IP shall then have the right but not the obligation to take out or renew any patent or registration in any jurisdiction. If the Parties originating the IP decide not to take out or renew any patent or registration in any jurisdiction, it will notify the other parties, who will then have the rights to take out or renew any patent or registration in any jurisdiction,

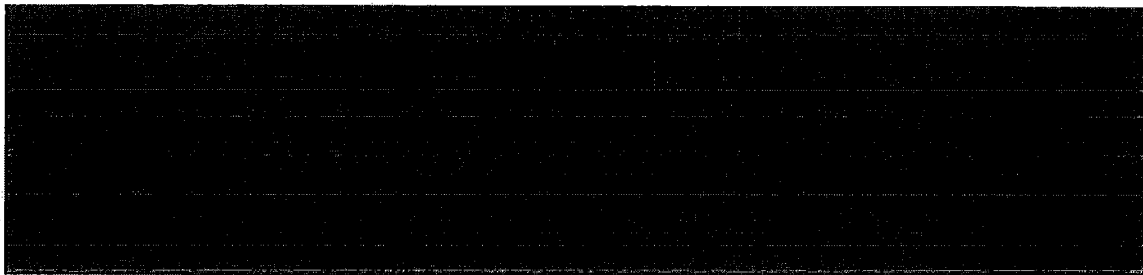
7.6.4. A worldwide, non-exclusive, royalty free licence to use all Joint Project IP (whether protected by Intellectual Property Rights or not) shall be granted by Lincoln to the other parties in perpetuity for the purpose of performance of the Project and beyond termination of this Agreement.



8. Article 8 - Term and Termination

8.1 Following signature by all parties this Agreement shall become effective from the commencement of the Contract Period. It shall continue in effect for the full duration of the Contract Period unless terminated or extended in accordance with the provisions of this Article.



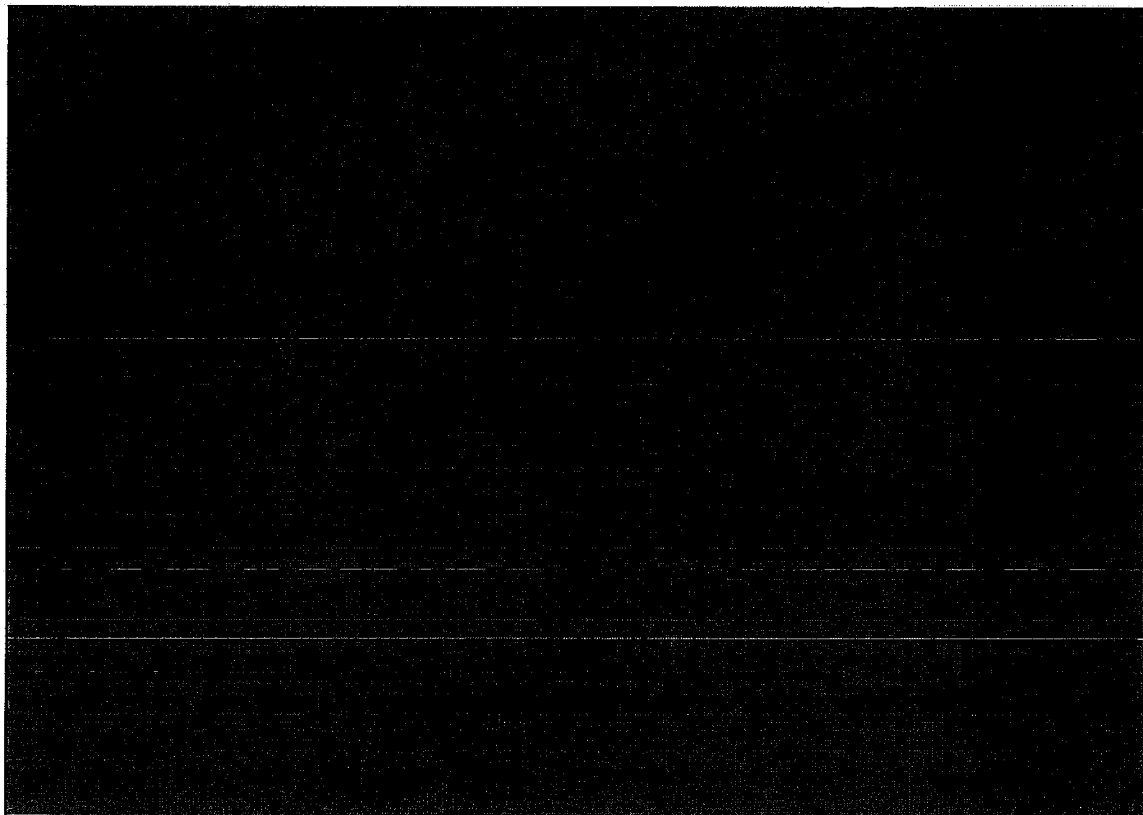


9. Article 9 – New Parties

New parties may join the Project with unanimous agreement of all existing parties and the Wellcome Trust. New parties shall be bound by the terms of this Agreement and such other conditions as the Project Management Board and the Wellcome Trust may specify and will be subject to a confidentiality agreement. In Appendix 10 is a deed of adherence to which any new party will be asked to agree. Lincoln University will countersign this deed and send an executed pdf to the Parties. No additional funding will be available to new parties, although with the agreement of the Project Management Board reasonable travel and subsistence allowance may be made from existing budgets.

10. Article 10 - Liabilities

10.1 Whilst each party shall use all reasonable endeavours to ensure the accuracy of the work performed and any information given, no party makes any warranty, express or implied, as to accuracy and shall not be held responsible for any consequence arising out of any inaccuracies or omissions unless such inaccuracies or omissions are the result of negligence on the part of that party or its agents. Any party's total liability hereunder shall be limited as follows:





11. Article 11 - Force Majeure & Significant Project Delays

In the event that a party is delayed or impeded in the performance of its obligations hereunder by any industrial dispute or by any cause beyond its reasonable control, such party shall be entitled to request an extension of time (in so far that such extension is agreed to by Lincoln in consultation with the Wellcome Trust). Any party so delayed or impeded shall promptly inform the other parties of the nature of the relevant cause and of the expected duration of the relevant delay or impediment. If the delayed delivery of a work programme by any party significantly affects the available work time for another party or parties, the Project Management Board can chose to reallocate funds and/or the work so as to enable the Project to meet the agreed Milestones in Appendix 4. Alternatively, Lincoln may in consultation with the Wellcome Trust decide to reduce or alter the scope of the Project or seek an extension to the Contract Period.

12. Article 12 - Governing Law

This Agreement and all terms, provisions and conditions of the Project and all questions of constructions, validity and performance under this Agreement shall be governed by English Law and shall be subject to the exclusive jurisdiction of the English courts.

13. Article 13 - Severability

If any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable then the remaining provisions of this Agreement shall continue in full force and effect. The judicial or other competent authority making such determination shall have the power to limit, construe or reduce the duration, scope, activity and/or area of such provision, and/or delete specific words or phrases as necessary to render, such provision enforceable.

14. Article 14 - Relationship of the Parties

14.1 Nothing in this Agreement shall create, evidence or imply any agency, partnership or joint venture between the parties.

14.2 No party shall act or describe itself as the agent of any other party nor shall a party represent that it has any authority to make commitments on behalf of any other party.

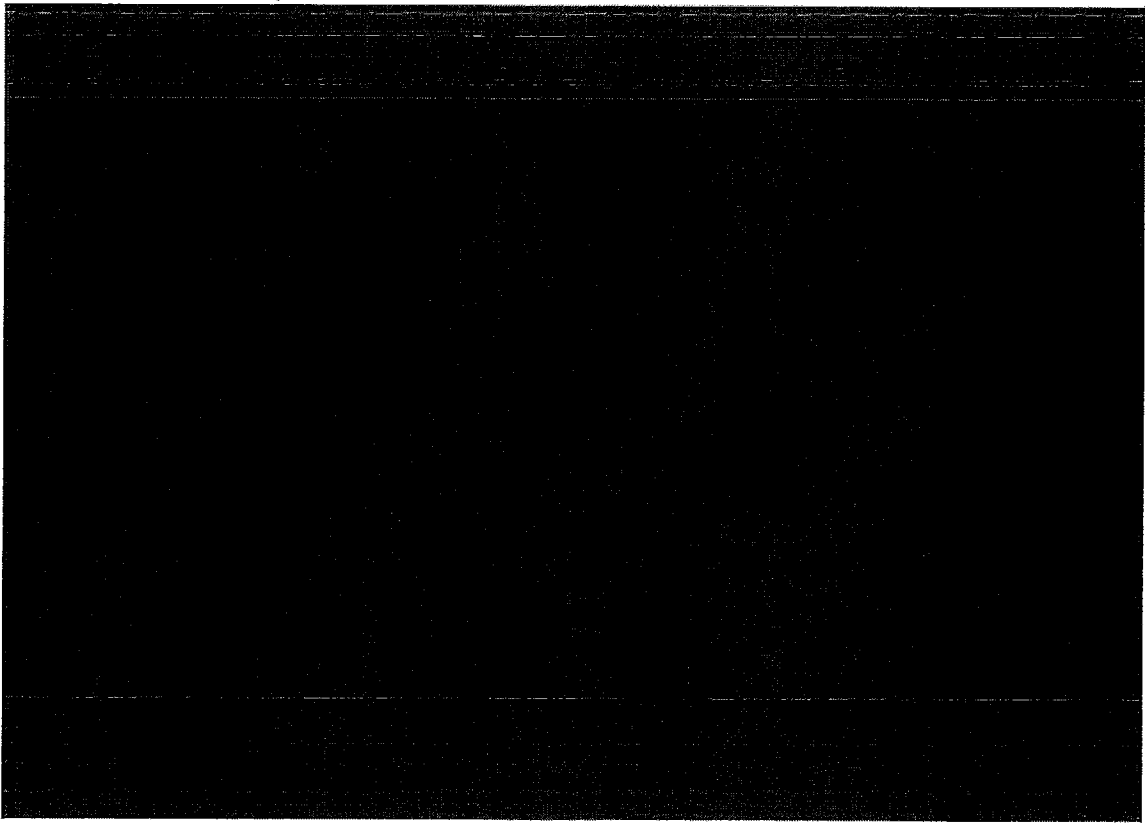
15. Article 15 - Assignment

This Agreement, or any or the rights and obligations hereinunder may not be assigned or otherwise transferred by any party in whole or in part without the prior written consent of the parties.

16. Article 16 - Agreement Modification

No variation of, or addition or agreed cancellation to this Agreement, including this clause, shall be of any force or effect unless it is reduced to writing and signed by or on behalf of the Parties.

17. Article 17 – Dispute Resolution



19. Article 19 – Signature

This Agreement may be executed in any number of counterparts. This has the same effect as if the signatures on such counterparts were on a single copy of this Agreement. Each person signing this Agreement in a representative capacity warrants to all of the parties his or her authority to do so. The parties' record that it is not required for this Agreement to be valid and enforceable that a party shall initial the pages of this Agreement and/or have its signature of this Agreement verified by a witness.

IN WITNESS whereof the parties have executed this agreement the day and year first above written.

Signed in agreement on behalf of the:

The University of Lincoln

Signed: A. Stevenson

Name: ANDREW STEVENSON

Position: DIRECTOR RESEARCH ENTERPRISE

Date: 27th MARCH 2014

The University of Birmingham

Signed: _____

Name: _____

Position: _____

Date: _____

The University of Liverpool

Signed: _____

Name: _____

Position: _____

Date: _____

IN WITNESS whereof the parties have executed this agreement the day and year first above written.

Signed in agreement on behalf of the:

The University of Lincoln

Signed: _____

Name: _____

Position: _____

Date: _____

The University of Birmingham

Signed: DA

Name: David Law

Position: Head of Research

Position: Support Group

Date: 25.3.14

The University of Liverpool

Signed: _____

Name: _____

Position: _____

Date: _____

IN WITNESS whereof the parties have executed this agreement the day and year first above written.

Signed in agreement on behalf of the:

The University of Lincoln

Signed: _____

Name: _____

Position: _____

Date: _____

The University of Birmingham

Signed: _____

Name: _____

Position: _____

Date: _____

The University of Liverpool

Signed: DAV

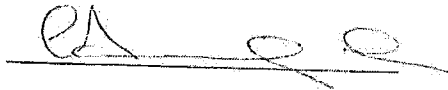
Name: David McVey
Senior Contracts Officer
Legal Risk and Compliance
University of Liverpool

Position: _____

Date: 3/4/14

The University of Surrey

Signed:



Name:

Sue Angulatta
Director, Research and Innovation
Support

Position:

Date:

18/3/2014

University Hospitals Birmingham NHS Foundation Trust

Signed:

Name:

Position:

Date:

University Hospitals Coventry and Warwickshire NHS Trust

Signed:

Name:

Position:

Date:

The University of Surrey

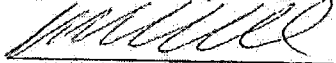
Signed: _____

Name: _____

Position: _____

Date: _____

University Hospitals Birmingham NHS Foundation Trust

Signed: 

Name: C. W. K. E. L. L.

Position: Head of R&D Service

Date: 3rd April 2014

University Hospitals Coventry and Warwickshire NHS Trust

Signed: _____

Name: _____

Position: _____

Date: _____

The University of Surrey

Signed: _____

Name: _____

Position: _____

Date: _____

University Hospitals Birmingham NHS Foundation Trust

Signed:  _____

Name: JOANNE PLUMB

Position: HEAD OF R&D OPERATIONS

Date: 4/4/14

University Hospitals Coventry and Warwickshire NHS Trust

Signed: _____

Name: _____

Position: _____

Date: _____

The University of Surrey

Signed: _____

Name: _____

Position: _____

Date: _____

University Hospitals Birmingham NHS Foundation Trust

Signed: _____

Name: _____

Position: _____

Date: _____

University Hospitals Coventry and Warwickshire NHS Trust

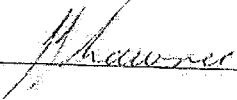
Signed: 

Name: CERI JONES

Position: Head of R, D & I

Date: 13th March 2014

IThemba Laboratories

Signed: 

Name: JS LAWRIE

Position: ACTING DIRECTOR

Date: 14 APRIL 2014

United Lincolnshire Hospital NHS Trust

Signed: _____

Name: _____

Position: _____

Date: _____

The Christie NHS Foundation Trust

Signed: _____

Name: _____

Position: _____

Date: _____

IThemba Laboratories

Signed: _____

Name: _____

Position: _____

Date: _____

United Lincolnshire Hospital NHS Trust

Signed: _____

Name: _____

Position: _____

Date: _____

The Christie NHS Foundation Trust

Signed:  _____

Name: DR GUYAN NGAP

Position: HEAD OF RESEARCH OPERATIONS

Date: 26 AUGUST 2014

University of Cape Town

Signed: _____

Name: _____

Position: _____

Date: _____

The University of Warwick

Signed: J. Prewett

Name: Jane Prewett

Position: Deputy Director

Date: 2nd October 2014