

THE BREWERS' COMPANY GENERAL CHARITABLE TRUST

**TERMS AND CONDITIONS FOR GRANTS BY
THE BREWERS' RESEARCH AND EDUCATION FUND**

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These terms and conditions together with the Offer Letter form the entire agreement between the grant holder named in the Offer Letter (Grant Holder) and the Brewers' Company acting as the sole trustee of The Brewers' Company General Charitable Trust (Trust) in respect of the Grant and the Project. Various expressions are defined in the Offer Letter.

If there is any conflict between these terms and conditions and the Offer Letter, the provisions of the Offer Letter shall prevail.

1 Use of Grant

The Grant Holder shall apply the Grant for the Project, and not for any other purpose.

2 Payment of Grant

2.1 The Project must be started on the Project Start Date. If it is not, the Trust may withdraw the Grant and terminate this agreement.

2.2 Payment of the Grant will be made to the Grant Holder in the amounts and on the dates and/or events specified in the Offer Letter.

2.3 No claims for the Grant will be accepted if they are submitted more than six months after the end of the Grant Period.

2.4 The Trust may retain the Retention until the Grant Holder delivers the final report.

2.5 If the Grant Holder has failed to comply with this agreement, the Trust may withhold payment of any instalment of the Grant until the non-compliance is remedied in accordance with this agreement.

3 Third Party Funding

3.1 The Grant Holder warrants that it has disclosed to the Trust details of any funding, or offer of funding, to the Grant Holder in respect of the Project as at the date of the Offer Letter.

3.2 During the Grant Period the Grant Holder will notify the Trust (giving reasonable details) if it receives, and wishes to accept, an offer of such funding.

4 Grant records

- 4.1 The Grant Holder must maintain separate and accurate financial records to show how the Grant has been utilised.
- 4.2 The Grant Holder shall allow the Trust or its appointed representatives access to inspect or audit, both during and after the Grant Period, such records and the utilisation of the Grant and to take copies at the Trust's expense.

5 Reporting and monitoring

- 5.1 The Grant Holder must send to the Trust a final report (in a form required by the Trust) on activities undertaken under the Project within three months of the end of the Grant Period.
- 5.2 The Grant Holder must send to the Trust Interim Reports in accordance with the Offer Letter (if required by the Offer Letter).
- 5.3 The Grant Holder shall on request provide the Trust with such other information as the Trust may reasonably require for verifying the Grant has been utilised in accordance with this agreement.
- 5.4 At the Trust's request, the Grant Holder will meet with the Trust, or co-operate with any review undertaken by the Trust, to assess progress of the Project and compliance with this agreement.

6 Publication

- 6.1 The Grant Holder must publish the useful results of research funded by the Grant, though the Trust accepts that such publication may be delayed as is reasonably necessary to obtain protection of the Trust Funded IP (as defined in Term 10) in such results.
- 6.2 The Trust's Grant contributions must be acknowledged in all publications and presentations relating to work undertaken under the Project.

7 Funding of staff

Where the Grant funds the employment of staff by the Grant Holder, the Grant Holder shall be the employer, shall issue a contract of employment which shall comply with all legal requirements and shall be responsible as employer for all claims arising from such employment. The Trust does not act as an employer of such staff.

8 Research practice

The Grant Holder must ensure that research under the Project is conducted in compliance with all applicable laws and regulations and that all necessary licences and approvals have been obtained.

9 Limitation of the Trust's liability

The Trust shall have no liability for any consequences arising out of the Project or the withdrawal of the Grant (except for its obligations to provide the Grant in accordance with this agreement). The Grant Holder shall indemnify and hold harmless the Trust with respect to all claims, costs, expenses, losses, damages and other liabilities arising from the Project or the non-fulfilment of the Grant Holder's obligations under this agreement.

10 Intellectual Property and Commercial Exploitation

The Grant Holder shall not exploit in any way intellectual property rights created or acquired in connection with work funded by the Grant ("Trust Funded IP") without the Trust's prior written consent, such consent not to be unreasonably withheld. Exploitation includes use for any commercial purpose or any licence, sale, assignment, materials transfer or other transfer of rights. As a condition of granting such consent, the Trust will require the Grant Holder to agree terms of exploitation including the sharing of the benefits from the exploitation.

11 Termination of Grant

11.1 The Trust may terminate this agreement immediately by written notice to the Grant Holder if the Grant Holder is in material breach of any of its obligations under this agreement and (if the breach is capable of remedy) fails to remedy such breach within 30 days of receipt of written notice from the Trust requesting it to do so.

11.2 The Trust may also terminate this agreement by giving the Termination Notice to the Grant Holder to expire on an Early Termination Date (only applicable if an Early Termination Date is stated in the Offer Letter).

11.3 After termination of this agreement the provisions of terms 3, 5.1, 6.1, 9, 10 and 12 shall continue in force.

12 General

12.1 No variation shall be made to this agreement unless previously agreed in writing by both parties.

- 12.2 The Grant Holder shall not assign the benefit of this agreement without the prior written consent of the Trust.
- 12.3 Nothing in this agreement shall constitute a partnership between the parties.
- 12.4 A person who is not a party to this agreement shall have no rights under the Contracts (Rights to Third Parties) Act 1999 (as modified or re-enacted) to enforce any of its terms.
- 12.5 No delay by a party in enforcing any provision of this agreement shall be treated as a waiver of that party's right to enforce that provision.
- 12.6 Nothing in this agreement excludes a party's liability for fraud or personal injury or death arising from its negligence.
- 12.7 If a notice has to be given under this agreement it must be sent by first class recorded delivery post to the recipient at the address stated in the Offer Letter (or otherwise notified in writing) and will be treated as being received two days after posting.
- 12.8 If any provision of this agreement is held by any court or other competent authority to be void or unenforceable (in whole or in part) the other provisions of this agreement and the remainder of the affected provisions shall continue to be valid.
- 12.9 This agreement shall be governed by the laws of England and parties submit to the exclusive jurisdiction of the English courts.