

RESEARCH PROJECT COLLABORATION AGREEMENT

This Agreement is made this 28 of February 2006

Between

1. Research Party A, CIRAD, Montpellier, France whose registered office is at Livestock Department of CIRAD, Campus International de Baillarguet, TA 30/B, F-34398 Montpellier Cedex 5, France (hereinafter "CIRAD").

and

2. Research Party B, Prince Leopold Institute of Tropical Medicine, Veterinary Department, Nationalestaat 155, 2000 Antwerpen, Belgium (hereinafter "IMT").

3. Research Party C, University of Oxford, TALA Research Group, Department of Zoology, South Parks Rd., Oxford OX1 3PS, United Kingdom (hereinafter "UO").

and

4. Research Party D, CIRDES, BP 454, 01 Bobo Dioulasso, Burkina Faso (hereinafter "CIRDES").

and

5. Research Party E, AVIA-GIS, Risschotlei 33, 2980 Zoersel, Belgium (hereinafter "AVIA").

(The aforesaid organisations and any additional parties are hereinafter referred to individually as "Party" and collectively as "the Parties").

WHEREAS:

The Parties to this Agreement wish to collaborate on a research project entitled:

"Environmental changes in Africa and tsetse habitat fragmentation: epidemiological consequences and perspectives for control"

IT IS HEREBY AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 The words and phrases below shall have the following meanings:

Background IPR Means any IPR controlled or owned by any Party prior to the date of commencement of this Agreement or IPR generated by any of the Parties independently of the Project and controlled or owned by that Party or any IPR to which the Party has the necessary rights for the purpose of the Project.

Chairperson Means the Chairperson of the Steering Committee.

Contributions	Means the financial contributions as set out in the itemised budget contained in Schedule A and other non-financial contributions of the Parties including, without limitation, those set out in Schedule A.
IPR	Means any intellectual property rights of any description including but not limited to patents, copyrights, design rights (registered or unregistered), trademarks, know-how and database rights.
Research Party or Parties	Means any one or more of the following signatories to this Agreement, Research Parties A to E.
Research Council Grant	Means the offer made by Wellcome Trust to the Research Parties and annexed hereto as Schedule A.
Resulting IPR	Means any IPR arising from and developed in the course of the Project by any of the Parties.
Sponsors	Means Wellcome Trust.
Steering Committee	Means the individuals nominated by each of the Parties, pursuant to Clause 3 of this Agreement, in order to supervise the carrying out of the Project.
The Effective Date	Means May 13, 2005, or as otherwise mutually agreed between the Parties.
The Grant Offer	Means the offer contained in the Research Council Grant annexed hereto as Schedule A.
The Project Managers	Means the individuals designated as being responsible for the overall management of the Project pursuant to Clause 3.6.
The Project	Means the research programme entitled "Environmental changes in Africa and tsetse habitat fragmentation: epidemiological consequences and perspectives for control" to be undertaken by the Parties in accordance with The Project Plan.
The Project Plan	Means the definitive document identifying the aims, objectives and methodology of the Project and included in the Grant Offer.

1.2 In this Agreement, unless otherwise expressly provided or unless the context otherwise requires:

1.2.1 References to the singular include the plural and vice versa.

1.2.2 References to words denoting any gender shall include all genders.

1.2.3 References to persons include companies, partnerships, government departments and agencies and all other forms of body corporate or unincorporate.

1.2.4 References to Clauses and Schedules are to Clauses of, and Schedules to, this Agreement.

- 1.2.5 References to laws and statutory provisions shall include reference to any subordinate legislation made pursuant thereto and shall be construed as referring to those laws, provisions and subordinate legislation as respectively amended or re-enacted from time to time.
 - 1.2.6 The headings of this Agreement are for ease of reference only and are not part of this Agreement for the purposes of construction.
 - 1.2.7 Any undertaking by a Party not to do an act or thing shall be deemed to include an undertaking not to permit or suffer such act or thing to be done by another person.
 - 1.2.8 References to the Parties include their respective successors in title, permitted assigns and legal personal representatives.
- 1.3 The Schedules and Recitals form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and accordingly any reference to this Agreement includes the Schedule and Recitals.
- 1.4 In the event of any conflict between the terms of this Agreement and the terms of the Wellcome Trust Grant conditions and/or The Grant Offer conditions then the terms of the Wellcome Trust Grant conditions and/or The Grant Offer conditions will prevail. Subject to the foregoing, this Agreement shall take precedence over any other agreement signed between the Parties relating to the subject matter hereof and over any other documents referred to herein.

2 PURPOSE AND SCOPE

- 2.1 The Project shall be undertaken at all times by the Parties in accordance with the terms of the Wellcome Trust Grant conditions and The Grant Offer conditions.
- 2.2 Subject to Clause 2.1, the terms of this Agreement shall govern the rights and obligations of the Parties. These obligations include their respective contributions and remuneration, the management structure and all other terms of collaboration to be complied with in connection with the Project.

3 PROJECT MANAGEMENT

- 3.1 Each of the Principal and Joint Applicants will be appointed to the Steering Committee.
- 3.2 Each of the principal (CIRAD) and the joint applicants (IMT, UO) will manage the technical and financial issues with the co-applicants on its Work package, if necessary with specific agreement.
- 3.3 All significant matters relating to the Project will be decided upon by the Steering Committee which shall also put in place any structure to manage the Project that it agrees.
- 3.4 The quorum for a meeting of the Steering Committee shall be not less than 50% of the Parties to this Agreement (or their proxies).
- 3.5 The Principal Applicant will act as Chairpersons.

- 3.6 The Steering Committee will meet at annual project meetings. Meetings shall be convened with at least twenty-one (21) days' prior written notice, which notice shall include an agenda. Minutes of the meetings of the Steering Committee shall be drafted by the Chairperson and transmitted to the Parties without delay and in any event within 15 days of the meeting. The minutes shall be considered as accepted by the Parties if, within thirty (30) days from receipt, no Party has objected in writing to the Project Managers. Each Principal, Joint and Co-applicant will have one vote in the Steering Committee. Decisions will be taken by a majority vote of a meeting of the Steering Committee except for those decisions specified in Clauses 6.1, 7.1, 11.1 and 12.1. In the event of a tied vote under this Clause, the acting Chairperson will have the casting vote. The Principal and Joint Applicants will also act as Project Managers.
- 3.7 Decisions may be made by the Steering Committee at times other than the annual project meetings if the Chairperson considers it necessary to do so. Information relating to these decisions will be sent to Steering Committee members by E-mail at least twenty-one (21) days prior to decisions being taken. Steering Committee members may vote on these matters by E-mail, or by Fax. The Chairperson will communicate the results of the decision without delay and at any event at least within 15 days of the decision being made.
- 3.8 Each party will submit written annual progress reports to the project managers and report on progress at annual project meetings. A draft of each report will be circulated to each member of the Steering Committee at least 7 days before the meeting.
- 3.9 The Project Managers will be
- 3.8.1 the primary contact for and with the Sponsors,
 - 3.8.2 responsible for financial administration of the Project as required in the Grant Offer as mentioned in the Schedule A,
 - 3.8.3 responsible for implementing decisions taken by the Steering Committee,
 - 3.8.4 monitor the progress of the Project with respect to milestones and deliverables.

4 DURATION

This Agreement shall remain in full force and effect for the period of 3 years from the Effective Date unless terminated earlier in accordance with the provisions of Clause 7 or Clause 12.

5 RESPONSIBILITIES AND LIABILITIES

- 5.1 Each Party shall make its respective Contributions to the Project.
- 5.2 Each Party confirms that it will act in good faith when complying with its respective obligations under this Agreement.
- 5.3 In respect of Background IPR, Resulting IPR, information and/or materials supplied by one Party to another under this Agreement, the supplying Party shall be under no obligation or liability and no warranty condition or representation of any kind is made, given or to be implied as to the sufficiency, accuracy or fitness for purpose of such information or materials or, the absence of any infringement of any proprietary rights

of third parties by the use of such information and materials and the recipient Party shall in any case be entirely responsible for the use to which it puts such information and materials. Notwithstanding the foregoing, no Party shall supply Background IPR to another Party under this Agreement in the knowledge that the use of the Background IPR by that Party will infringe the proprietary rights of any third parties.

- 5.4 Each Party shall indemnify each of the other Parties, within the limits set out in this Clause 5, in respect of liability resulting from acts or omissions of itself, its employees or its agents provided always that such indemnity shall not extend to claims for indirect or consequential loss or damages such as, but not limited to, loss of profit, revenue, contracts or the like.
- 5.5 Each Party agrees to conform to grant conditions edicted by the Sponsor and mentioned in Schedule A and B and to the Intellectual Property exploitation edicted by the Sponsor and mentioned in Schedule C.

6 ADDITION OF NEW PARTIES

- 6.1 New parties may join the Project with the unanimous agreement of all Parties and the Sponsors, subject to Clause 6.2.
- 6.2 New parties shall be bound by the terms of this Agreement and such other conditions as the Steering Committee may specify.

7 WITHDRAWALS

- 7.1 Any Party (the "Withdrawing Party") may withdraw from the Project with the unanimous consent of the other Parties and subject to such conditions as the other Parties may unanimously decide.
- 7.2 In the event of withdrawal of a Party the Steering Committee will make all reasonable attempts to reallocate the obligations of the Withdrawing Party under this Agreement to a third party acceptable to the remaining Parties and the Sponsors provided that such third party agrees to be bound by the terms of this Agreement.
- 7.3 The Withdrawing Party shall not be entitled to recover any of its costs incurred in connection with the Project and shall comply with all conditions imposed pursuant to Clause 7.1 which shall include (without limitation);
 - 7.3.1 rights granted to the other Parties in respect of the Withdrawing Party's Background IPR shall continue for the duration of the Project subject to the restrictions contained in this Agreement;
 - 7.3.2 to the extent that exploitation of any other Party's Resulting IPR is dependent on the Withdrawing Party's Background IPR, then the Withdrawing Party shall, subject to any existing third party obligations, grant to the other Parties a non-exclusive licence to such Background IPR on fair and reasonable terms to be agreed;
 - 7.3.3 the Withdrawing Party shall grant to the other Parties a non-exclusive, royalty-free licence to use the Withdrawing Party's Resulting IPR for the purposes of carrying out the Project. For the avoidance of doubt any exploitation of such Withdrawing Parties Resulting IPR will be dealt with in accordance with clause 10;

- 7.3.4 all rights acquired by the Withdrawing Party to the Background and Resulting IPR of the other Parties shall cease immediately other than in respect of the Withdrawing Party's interest in any jointly owned IPR;

8 FINANCIAL MANAGEMENT

- 8.1 The financial arrangements for the Project shall be overseen by the Steering Committee and shall be as set out in Schedule A.
- 8.2 Any Party receiving funds from a Sponsor which are due to another Party under the terms of this Agreement shall notify that Party of the receipt of said funds as soon as possible and in any event within 30 days of receipt of said funds. The recipient Party shall invoice the paying Party who shall then as soon as possible and in any event within 30 days end of the month of receipt of the invoice transfer such funds to the recipient Party.
- 8.3 The Project Managers will prepare and submit to the Steering Committee within three months of each anniversary of the Effective Date, an account of all income and expenditure in connection with this Project during the year under consideration.
- 8.4 Party A, the CIRAD, will be responsible for claiming the project funds from the Wellcome Trust and distributing these to party D. Party B, the IMT, will be responsible for claiming the project funds from the Wellcome Trust and distributing these to party E. Party C, the Oxford University, will be responsible for claiming the project funds from the Wellcome Trust and distributing for itself. Parties A, B and C are here after called financial managers for the parties D, E and its one respectively. Claims from each party must be submitted to the financial managers on Wellcome Trust claims forms quarterly in arrears for actual expenditure on the Grant. Claims within 3 weeks of the end of each financial reporting period as detailed in Appendix A. Claims forms may be submitted initially by Fax or E-mail, but original signed documents must be sent to the financial manager within 2 weeks (14 days) of the date the Fax or E-mail is sent. Under the terms of the Wellcome Trust Grant conditions, expenditure on the Grant must be recorded by each Party under a separate budget code and receipts for actual expenditure on the Grant must be retained by each party.
- 8.5 Viring of funds from one budget heading to another will be permitted by each party to the level of 20% of the amount in each budget heading in the original award without consultation. Requests to vire greater than this amount from one budget heading to another should be submitted to the Project Manager with a brief justification. If the request is likely to cause significant changes to the project they will be referred to the Steering Committee. Any viring of funds should be indicated on the claims forms.
- 8.6 Carryover of up to 20% of funds allocated to a Party within a budget heading from one financial year to another will be permitted without consultation. Requests to carryover greater than this amount should be made to the Project Manager with a brief justification. Any carryover of funds should be indicated to the Project Managers.
- 8.7 The Grant is strictly cash limited and claims by each party must not exceed the amount designated to each party in the Award Letter (see Schedule A).

9 IPR OWNERSHIP

- 9.1 Each Party shall promptly disclose in confidence to the other Parties all Resulting IPR during the term of this Agreement and all Parties shall co-operate, where required, in relation to the preparation and prosecution of patent applications and any other Resulting IPR applications, and in relation to any legal proceedings concerning such patents and patent applications and any other Resulting IPR applications.
- 9.2 Each Party shall own the Resulting IPR generated by it under the Project and shall be responsible for securing ownership of such Resulting IPR from its employees, students and other agents.
- 9.3 Subject to clause 7.3, nothing contained in this Agreement or any licence agreement pertaining to this Project shall affect the absolute and unfettered rights of each Party in all inventions, discoveries and intellectual property contained in its Background IPR and the provisions of clause 13 shall apply to all such Background IPR.
- 9.4 Unless agreed otherwise, each Party shall undertake and continue at its expense the timely prosecution and maintenance of all Resulting IPR which is solely owned by that Party. In the event that the owner of the IPR is unable or unwilling to comply with its obligation under this Clause, the Steering Committee shall consider how best to deal with such Resulting IPR and shall have the option to require an assignment of such Resulting IPR to another Party to enable prosecution and maintenance of such Resulting IPR by that other Party at its own cost. In the event that any Party wishes to exploit commercially any Resulting IPR assigned pursuant to this Clause 9.4 that Party shall pay to the assigning Party a royalty and/or other appropriate form of remuneration which is fair and reasonable taking into consideration the factors set out under Clause 10.2.
- 9.5 In the event that any of the Parties are jointly responsible for generating Resulting IPR such Resulting IPR shall be jointly owned by such Parties in accordance with the inventive contribution made by each Party to such Resulting IPR.
- 9.6 Joint owners of Resulting IPR shall agree between them on who shall be responsible for the timely prosecution and maintenance of all such Resulting IPR and the Party that is nominated to be so responsible shall be entitled to charge the other joint owners with a percentage of the costs of so doing as agreed between the joint owners. In the absence of any agreement to the contrary between joint owners the costs shall be equally shared.
- 9.7 All parties agree to the Wellcome Trust-funded Intellectual Property exploitation consent and standard revenue/equity sharing agreement mentioned in Schedule D.

10 USE OF IPR

- 10.1 Each Party grants to the other Parties (and their respective Affiliates) a non-exclusive, royalty-free licence to:
- 10.1.1 use its Resulting IPR for their own internal research and development purposes but not for the purposes of commercial exploitation; and
- 10.1.2 subject to any existing third party obligations, use its Background IPR for the purpose of undertaking the Project and to enable the use of the Resulting IPR pursuant to Clause 10.1.1 but not for the purposes of commercial exploitation.

- 10.2 In the event that any Party wishes to exploit commercially Resulting IPR owned by another Party, the owner of the Resulting IPR shall grant to such Party a non-exclusive licence to use such Resulting IPR for that purpose, subject to the agreement of appropriate terms in relation thereto, including a royalty and/or other appropriate form of remuneration which is fair and reasonable taking into consideration the respective financial and technical contributions of the Parties concerned to the development of the Resulting IPR, the expenses incurred in securing intellectual property protection thereof and the costs of its commercial exploitation and any use of Background IPR.
- 10.3 Should any of the Parties wish to exploit its own Resulting IPR with a third party during the duration of the Project, that Party must notify the other Parties before approaching the said third party, always provided that the disclosure of information required for such exploitation is subject to the obligations of confidentiality at least equivalent to those under Clause 13.
- 10.4 Each Party agrees (where it is free and reasonably able to do so) to license on fair and reasonable terms its Resulting IPR and Background IPR that may be required to enable any other Party to exploit its own Resulting IPR, always subject to the obligations of confidentiality under Clause 13.
- 10.5 With regard to joint inventions, the Parties owning such inventions agree to cooperate fully in the protection of such joint inventions and each Party shall be entitled to make use of such joint inventions subject only to negotiating a licence in good faith from the other Party for its interest in such joint inventions on similar terms to those set out in clause 10.2.

11 PUBLICATION AND ANNOUNCEMENTS

- 11.1 Subject to the provisions of Clauses 10 and 13 no Party shall disclose or publish information or Resulting IPR for the duration of the Project and for 3 (three) years thereafter without the consent of all the other Parties, such consent, subject to Clause 11.2, not to be unreasonably withheld or delayed. Notwithstanding the foregoing, the Research Parties shall be permitted to publish the Results of the Project which they have undertaken in accordance with normal academic practice, subject always to the provisions of Clauses 10 and 13, and providing such disclosure does not jeopardise any application for Resulting IPR protection by any Party. Request for such consent must be submitted together with the material proposed for publication to the Steering Committee. If any Party can reasonably demonstrate that such a disclosure contains material that would prejudice the value of any Background IPR and/or Resulting IPR, that Party shall inform the Project Manager in writing within 28 days of that Party receiving a copy of the proposed publication and in that event the disclosure shall be amended so as to meet the objections of that Party.
- 11.2 Subject to the provisions of Clause 10 where in the opinion of the Steering Committee a proposed publication contains patentable or commercially sensitive subject matter which needs protection then the Party proposing to publish may be requested to refrain from doing so for a maximum of eighteen [18] months in order to allow for application for patent protection in the name and at the cost of the relevant owner of the Resulting IPR. The provisions of Clause 10 shall apply in respect of any licence to such Resulting IPR.
- 11.3 Nothing contained in this Agreement shall prevent the submission of a thesis to examiners in accordance with the normal regulations of the Research Parties subject where appropriate to such examiners being bound by conditions of confidentiality in

no less terms than those outlined in Clause 13, nor to the placing of such thesis in the library of the appropriate Research Party provided that access to such thesis shall only be available on conditions of confidentiality no less onerous than those contained in Clause 13 hereof.

12 TERMINATION

- 12.1 In addition to the remedies contained in Clause 7 (Withdrawals); in the event that any Party shall commit any breach of or default in any terms or conditions of this Agreement, the Steering Committee may decide by unanimous vote of the non-defaulting Parties to instruct the Chairman to serve written notice of such breach or default on the defaulting Party and in the event that such Party fails to remedy such default or breach within sixty (60) days after receipt of such written notice any of the Parties may, at their option and in addition to any other remedies which they may have at law or equity, remove the defaulting Party and continue with the Agreement or terminate this Agreement by sending notice of termination in writing to the other Parties to such effect. Any removal of the defaulting Party shall be effective as of the date of the receipt of such notice whereupon the provisions of Clause 7.3 shall apply to the defaulting Party.
- 12.2 If any Party (a) materially breaches any provisions of this Agreement; or (b) passes a resolution for its winding-up; or if (c) a court of competent jurisdiction makes an order for that Party's winding-up or dissolution; or makes an administration order in relation to that Party; or if any Party (e) appoints a receiver over, or an encumbrancer takes possession of or sells an asset of, that Party; or (f) makes an arrangement or composition with its creditors generally; or (g) makes an application to a court of competent jurisdiction for protection from its creditors generally; the remaining members of the Steering Committee shall meet to either suspend or terminate that Party's involvement in the Steering Committee and the Project. Any removal of the defaulting Party shall be effective as of the date of the receipt of such notice whereupon the provisions of Clause 7.3 shall apply to the defaulting Party.
- 12.3 In the event that it is agreed by all the Parties that there are no longer valid reasons for continuing with the Project the Steering Committee may decide by unanimous vote to terminate this Agreement by sending notice of termination in writing to all Parties to that effect.

13 CONFIDENTIALITY

- 13.1 For the purpose of this clause "Confidential Information" shall mean all information of a commercially sensitive nature including (but not limited to) specifications, drawings, circuit diagrams, tapes, discs and other computable readable media, documents, techniques and know-how which are disclosed by one Party to the other for use in or in connection with the Project.
- 13.2 The Parties hereto agree to use all reasonable endeavours to ensure that any Confidential Information disclosed or submitted in writing or any other tangible form to one Party ("Receiving Party") by the other ("Disclosing Party") shall be treated with the same care and discretion to avoid disclosure as the Receiving Party uses with its own similar information which it does not wish to disclose. Any information disclosed orally that is identified by the Disclosing Party as Confidential Information shall be treated the same as if it had been reduced to writing at the time of disclosure to the Receiving Party.

- 13.3 The Receiving Party shall not, during a period of seven (7) years after the termination of this Agreement, use any such Confidential Information for any purpose other than the carrying out of its obligations under this Agreement or other than in accordance with the terms of this Agreement.
- 13.4 The undertaking in Clause 13.3 above shall not apply to Confidential Information:
- 13.4.1 which, at the time of disclosure, has already been published or is otherwise in the public domain other than through breach of the terms of this Agreement;
 - 13.4.2 which, after disclosure to the Parties, is subsequently published or comes into the public domain by means other than an action or omission on the part of any of the Parties;
 - 13.4.3 which a Party can demonstrate was known to him or subsequently independently developed by him and not acquired as a result of membership of the Steering Committee, nor using, derived from, referring to or in any way relates to the Confidential Information;
 - 13.4.4 lawfully acquired from third parties who had a right to disclose it with no obligations of confidentiality to any of the Parties; or
 - 13.4.5 is required to be disclosed by applicable law or court order or by any Party's regulatory body, which is empowered by Statute or Statutory Instrument, but only to the extent of such disclosure and the Receiving Party shall notify the Disclosing Party promptly of any such request.
- 13.5 A Party breaching the obligation of confidentiality may be required by the other Parties to withdraw from the Project and will be subject to the conditions of Clauses 7 and 12 above.
- 13.6 Staff and students and any agents, consultants or sub-contractors engaged to work on the Project will be subject to the principles of confidentiality outlined in this Clause 13.

14 DISCLAIMER

- 14.1 Each Party undertakes to use reasonable endeavours to ensure that its work on the Project is carried out in accordance with accepted scientific principles and standards but makes no representation or warranty that any Resulting IPR will be fit for any particular purpose, and accepts no responsibility for any use which may be made of any Resulting IPR, materials, information, apparatus, method or process arising from its work or otherwise supplied to or to which a Party gains access.
- 14.2 It is therefore agreed that any Party utilising such Resulting IPR, materials, information, apparatus, method or process is fully responsible and liable for any subsequent loss, costs, claims and demands arising from that use, unless such loss, costs, claims and demands arise out of the default or negligence on the part of the supplying Party.

15 FORCE MAJEURE

- 15.1 Except for payment of money due, a Party shall not be liable for failure to perform its obligations under this Agreement, nor be liable to any claim for compensation or damage, nor be deemed to be in breach of this Agreement, if such failure arises from an occurrence or circumstances beyond the reasonable control of that Party.
- 15.2 If a Party affected by such an occurrence causes a delay of three months or more, and if such delay may reasonably be anticipated to continue, then the Parties shall, in consultation with the Sponsors discuss whether continuation of the Project is viable, or whether the Project and this Agreement should be terminated.

16 NON-ASSIGNMENT

This Agreement or any of the rights or obligations hereunder may not be assigned or otherwise transferred or sub-contracted by any Party other than to their respective Affiliates, in whole or in part, without the express prior written consent of the Steering Committee and the Sponsors.

17 CONTINUING OBLIGATIONS

The provisions of Clauses 9 (IPR Ownership), 10, (Use of IPR) 11, (Publication and Announcements), 12 (Termination), 13 (Confidentiality), 14 (Disclaimer), 18 (Governing Law), and 20 (Dispute Resolution) shall survive termination of this Agreement.

18 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with English Law and each Party agrees (subject to Clauses 9.1 and 20) to submit to the exclusive jurisdiction of the English Courts as regards any claim or matter arising under this Agreement.

19 NO PARTNERSHIP

Nothing in this Agreement shall create or be deemed to create a partnership (within the meaning of the Partnership Act 1890) or to have created the relationship of principal and agent, a membership or any other legal entity between the Parties other than as specifically set out herein.

20 DISPUTE RESOLUTION

- 20.1 The Parties shall use good faith efforts to resolve any dispute, claim or proceeding arising out of or relating to this Agreement via the Steering Committee. In the event that any disputes can not be resolved at this level then the senior executives of the relevant Parties who have authority to settle the same shall use good faith efforts to resolve the same. If the matter is not resolved through negotiation, it shall be settled as agreed by the Steering Committee by a third parties committee

21 ENTIRE AGREEMENT

This Agreement and its Schedules, which are incorporated into and form part of this Agreement, constitutes the entire Agreement between the Parties with regard to the Project.

Any variation to this Agreement shall be in writing and signed by authorised signatories for all Parties. Material changes may not be implemented without the prior agreement of the Sponsors.

22 NOTICES

Any notice to be given under this Agreement shall be sent by fax and confirmed by registered mail to the following addresses:

- 1) Research Party A, CIRAD-EMVT, Montpellier, France whose registered office is at CIRAD-EMVT, Campus International de Baillarguet, TA 30/B, F-34398 Montpellier Cedex 5, France
for the Attention of Laurence Vial (laurence.vial@cirad.fr).
- 2) Research Party B, Prince Leopold Institute of Tropical Medicine, Veterinary Department, Nationalestaat 155, 2000 Antwerpen, Belgium
for the Attention of Peter van den Bossche (pvdbossche@itg.be).
- 3) Research Party C, University of Oxford, TALA Research Group, Department of Zoology, South Parks Rd., Oxford OX1 3PS, United Kingdom
for the Attention of David Rogers (david.rogers@zoo.ox.ac.uk).
- 4) Research Party D, CIRDES, BP 454, 01 Bobo Dioulasso, Burkina Faso
for the Attention of Issa Sidibé (sambo@fasonet.bf).
- 5) Research Party E, AVIA-GIS, Risschotlei 33, 2980 Zoersel, Belgium
for the Attention of Guy Hendrickx (ghendrickx@avia-gis.be).

23 MISCELLANEOUS

- 23.1 No Party or Parties shall hold another liable for any damages, dispute or injury arising during the undertaking of the Project unless caused by the negligence of an employee, student or agent of that Party or Parties. Neither shall any Party be liable to another for indirect or consequential loss or damage arising from their use of the results of the Project.
- 23.2 If any part or any provision of this Agreement shall to any extent prove invalid or unenforceable in law, including the laws of the European Union, the remainder of such provision and all other provisions of this Agreement shall remain valid and enforceable to the fullest extent permissible by law, and such provision shall be deemed to be omitted from this Agreement to the extent of such invalidity or unenforceability. The remainder of this Agreement shall continue in full force and effect and the Parties shall negotiate in good faith to replace the invalid or unenforceable provision with a valid, legal and enforceable provision which has an effect as close as possible to the provision or terms being replaced.
- 23.3 No failure to exercise or delay in the exercise of any right or remedy which any Party may have under this Agreement or in connection with this Agreement shall operate as a waiver thereof, and nor shall any single or partial exercise of any such right or remedy prevent any further or other exercise thereof or of any other such right or remedy.

- 23.4 This Agreement including its Schedules supersedes all other agreements and understandings, whether written or oral, between the Parties about the Project and constitutes the entire agreement between the Parties regarding the Project.
- 23.5 Except as otherwise expressly provided for herein, the Parties confirm that nothing in this Agreement shall confer or purport to confer on any third party any benefit or any right to enforce any term of this Agreement for the purposes of Contracts (Rights of Third Parties) Act 1999.
- 23.6 This Agreement is not intended to establish, and shall not be construed by either Party in the future as having established, any form of business partnership between themselves. Moreover, neither Party shall use the other's name, crest, logo or registered image for any purpose without the express permission of the other Party.

EXECUTED by the Parties

SIGNED BY:

For and on behalf of Research Party A, CIRADMontpellier, France whose registered office is at the Livestock Department of CIRAD, Campus International de Baillarguet, TA 30/B, F-34398 Montpellier Cedex 5, France

Name: Dr Emmanuel CAMUS

Position: Director

SIGNED BY:

For and on behalf of Research Party B, Prince Leopold Institute of Tropical Medicine, Veterinary Department, Nationalestaat 155, 2000 Antwerpen, Belgium

Name:

Position:

SIGNED BY:

For and on behalf of Research Party C, University of Oxford, TALA Research Group, Department of Zoology, South Parks Rd., Oxford OX1 3PS, United Kingdom

Name:

Position:

SIGNED BY:

For and on behalf of Research Party D, CIRDES, BP 454, 01 Bobo Dioulasso, Burkina Faso

Name:

Position:

SIGNED BY:

For and on behalf of Research Party E, AVIA-GIS, Risschotlei 33, 2980 Zoersel, Belgium

Name:

Position:

Schedule A

The Grant Offer

welcometrust

Private and Confidential

Dr Stephane de la Rocque
Ecology and Vectorial Diseases Unit
Cirad-emvt, TA30/E
Campus International de Baillarguet
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FRANCE

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E-mail: g.wheeler@wellcome.ac.uk

Your Ref:
Our Ref: 075824/A/04/Z

13 May 2005

Dear Dr De La Rocque

I am writing to let you know that the Trust has agreed to award Cirad-EMVT a grant of up to €176,560 for research assistance, expenses and equipment, for 36 months, for your study entitled 'Environmental changes in Africa and tsetse habitat fragmentation: epidemiological consequences and perspectives for control' with Dr Peter Van Den Bossche and Professor David Rogers.

This letter replaces our previous award letter dated 21 March 2005 which should be destroyed.

The grant has been given a notional start date of 1 April 2005 and is intended to provide support as follows:

TRANSFERABLE FUNDS:

	Total	Year 1	Year 2	Year 3
POSTDOC RA				
PHD Burkina Faso	24,000	8,000	8,000	8,000
TECHNICIAN				
Technician Burkina Faso	15,000	5,000	5,000	5,000
TECHNICIAN				
Technicien Zambia	15,000	5,000	5,000	5,000
OTHER SUPPORT STAFF				
Driver - Burkina Faso	9,900	3,300	3,300	3,300
MATERIALS and CONSUMABLES	30,170	10,170	10,000	10,000
EQUIPMENT	33,240	33,240		
TRAVEL-COLLABORATIVE				
Scientific visits PI	19,000	6,300	6,300	6,400
Visit BF-CIRAD	5,200		2,600	2,600
Field allowances	7,500	2,500	2,500	2,500
FREIGHT/TRANSFER OF MATERIAL				
Shipment of samples	400	100	200	100
TRAINING				

PhD Scholarship BF	250	100	75	75
OTHER				
Intermediary reports	600	150	150	300
Office costs	3,300	1,100	1,100	1,100
Coordination costs	13,000	5,000	5,000	3,000
Sub Total	176,560	79,960	49,225	47,375
GRAND TOTAL:				
	Total	Year 1	Year 2	Year 3
	€176,560	€79,960	€49,225	€47,375

The budgets for transferable funds are indicative only and movement of funds between these budget headings is allowed without prior permission from the Trust.

The grant is cash-limited; supplementary funding will only be provided in specific circumstances (see Information to Note).

The Trust's Grant Conditions (Cond/09/03), referred to in the attached Information to Note, detail the conditions under which the grant is awarded. It is a condition that the Head of your Host Institution will administer the grant in accordance with the purposes for which it has been awarded. I should be grateful if your Institution would confirm, in writing, the acceptance of this grant on the conditions detailed in this letter and the notes. A Grant Start Certificate for this purpose can be downloaded from the Trust's website (see Information to Note). The grant cannot be activated until this confirmation has been received. The Trust will not accept liability for any expenses incurred on the grant until a signed Grant Start Certificate has been returned.

When accepting this Award of Grant, the Institution recognises that the UNDERTAKINGS given by the Institution and others at the time of signing the Application Form are "conditions precedent" and the Institution will ensure that they, their agents, servants, employees and students will continue to abide by the undertakings given throughout the lifetime of the grant.

Copies of this letter and the notes should be forwarded to the Head of your Host Institution, your Head of Procurement, your Research Grants Office and your Finance Officer. Claims for reimbursement of grant expenditure should be submitted on the appropriate form (see Information to Note).

If you would like to discuss any administrative issues regarding the grant, please contact me at this office, for scientific issues contact Dr Hans Hagen (h.hagen@wellcome.ac.uk)

Yours sincerely



Gary Wheeler
Science Programme Officer
Immunology & Infectious Disease

Private and Confidential

Professor David Rogers
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Your Ref:
Our Ref: 075824/C/04/Z

12 May 2005

Dear Professor Rogers

I am writing to let you know that the Trust has agreed to award University of Oxford a grant of up to £83,582 for research assistance, expenses and equipment, for 36 months, for your study entitled "Environmental changes in Africa and testse habitat fragmentation: epidemiological consequences and perspectives for control" with Dr Stephane de La Rocque and Dr Peter Van Den Bossche.

This letter replaces our previous award letter dated 21 March 2005 which should be destroyed.

The grant has been given a notional start date of 1 April 2005 and is intended to provide support as follows:

TRANSFERABLE FUNDS:

	Total	Year 1	Year 2	Year 3
POSTDOC RA				
Unnamed	52,562		33,756	18,806
MATERIALS and CONSUMABLES	13,790	13,790		
EQUIPMENT				
Computer	3,719	3,719		
Contribution to server storage	6,639	6,639		
TRAVEL-COLLABORATIVE				
Scientific visit	6,872	3,436		3,436
Sub Total	£83,582	£27,584	£33,756	£22,242

GRAND TOTAL:

	Total	Year 1	Year 2	Year 3
	£83,582	£27,584	£33,756	£22,242

The budgets for transferable funds are indicative only and movement of funds between these budget headings is allowed without prior permission from the Trust.

The grant is cash-limited; supplementary funding will only be provided in specific circumstances (see Information to Note).

The Trust's Grant Conditions (Cond/09/03), referred to in the attached Information to Note, detail the conditions under which the grant is awarded. It is a condition that the Head of your Host Institution will administer the grant in accordance with the purposes for which it has been awarded. I should be grateful if your Institution would confirm, in writing, the acceptance of this grant on the conditions detailed in this letter and the notes. A Grant Start Certificate for this purpose can be downloaded from the Trust's website (see Information to Note). The grant cannot be activated until this confirmation has been received. The Trust will not accept liability for any expenses incurred on the grant until a signed Grant Start Certificate has been returned.

When accepting this Award of Grant, the Institution recognises that the UNDERTAKINGS given by the Institution and others at the time of signing the Application Form are "conditions precedent" and the Institution will ensure that they, their agents, servants, employees and students will continue to abide by the undertakings given throughout the lifetime of the grant.

Copies of this letter and the notes should be forwarded to the Head of your Host Institution, your Head of Procurement, your Research Grants Office and your Finance Officer. Claims for reimbursement of grant expenditure should be submitted on the appropriate form (see Information to Note).

If you would like to discuss any scientific issues regarding the grant, please contact Dr Hans Hagen (h.hagen@wellcome.ac.uk) at this office.

Yours sincerely

A handwritten signature in black ink, appearing to read 'G. Wheeler', written in a cursive style.

Gary Wheeler
Science Programme Officer
Immunology & Infectious Disease

Private and Confidential

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 E-mail: g.wheeler@wellcome.ac.uk

Your Ref:
 Our Ref: 075824/B/04/Z

13 May 2005

Dear Dr Van Den Bossche

I am writing to let you know that the Trust has agreed to award the Prince Leopold Institute of Tropical Medicine a grant of up to €188,710 for research expenses and equipment, for 36 months, for your study entitled 'Environmental changes in Africa and tsetse habitat fragmentation: epidemiological consequences and perspectives for control', with Dr Stephane de La Rocque and Professor David Rogers.

This letter replaces our previous award letter dated 21 March 2005 which should be destroyed.

The grant has been given a notional start date of 1 April 2005 and is intended to provide support as follows:

TRANSFERABLE FUNDS:

	Total	Year 1	Year 2	Year 3
EQUIPMENT	34,220	34,220		
MATERIALS and CONSUMABLES	47,300	17,300	15,000	15,000
TRAVEL-COLLABORATIVE				
Scientific visit	19,000	6,300	6,300	6,400
Visit Zambia - DVTD	3,990	1,240	1,240	1,510
Field allowances	8,900	3,000	3,000	2,900
FREIGHT/TRANSFER OF MATERIAL				
Shipment of samples	400	100	200	100
TRAINING				
PhD Scholarship in Zambia	1,700	1,500	100	100
OTHER				
Office cost	1,200	400	400	400
Co-ordination cost	5,000	2,000	2,000	1,000
Collaborator cost	67,000	30,000	20,000	17,000
GRAND TOTAL:				
	Total	Year 1	Year 2	Year 3
	€188,710	€96,060	€48,240	€44,410

The budgets for transferable funds are indicative only and movement of funds between these budget headings is allowed without prior permission from the Trust.

The grant is cash-limited; supplementary funding will only be provided in specific circumstances (see Information to Note).

The Trust's Grant Conditions (Cond/09/03), referred to in the attached Information to Note, detail the conditions under which the grant is awarded. It is a condition that the Head of your Host Institution will administer the grant in accordance with the purposes for which it has been awarded. I should be grateful if your Institution would confirm, in writing, the acceptance of this grant on the conditions detailed in this letter and the notes. A Grant Start Certificate for this purpose can be downloaded from the Trust's website (see Information to Note). The grant cannot be activated until this confirmation has been received. The Trust will not accept liability for any expenses incurred on the grant until a signed Grant Start Certificate has been returned.

When accepting this Award of Grant, the Institution recognises that the UNDERTAKINGS given by the Institution and others at the time of signing the Application Form are "conditions precedent" and the Institution will ensure that they, their agents, servants, employees and students will continue to abide by the undertakings given throughout the lifetime of the grant.

Copies of this letter and the notes should be forwarded to the Head of your Host Institution, your Head of Procurement, your Research Grants Office and your Finance Officer. Claims for reimbursement of grant expenditure should be submitted on the appropriate form (see Information to Note).

If you would like to discuss any administrative issues regarding the grant, please contact me at this office, and for scientific issues Dr Hans Hagen (h.hagen@wellcome.ac.uk).

Yours sincerely

A handwritten signature in black ink, appearing to read 'G. Wheeler', written in a cursive style.

Gary Wheeler
Science Programme Officer
Tropical and Clinical Immunology & Infectious Disease

Private and Confidential

Dr Stephane de la Rocque
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E-mail: g.wheeler@wellcome.ac.uk

Your Ref:
Our Ref: 075824/A/04/A

13 May 2005

Dear Dr De La Rocque

I am writing to let you know that the Trust has agreed to award Cirad-emvt a supplementary grant of €29,348 for your study entitled 'Environmental changes in Africa and tsetse habitat fragmentation: epidemiological consequences and perspectives for control'.

The supplementary grant has been given a notional start date of 01/03/05 and is intended to provide support as follows:

TRANSFERABLE FUNDS:

	Total	Year 1	Year 2	Year 3
FLEXIBLE FUNDING ALLOWANCE				
FFA	29,348	29,348		

GRAND TOTAL:

	Total	Year 1	Year 2	Year 3
	€29,348	€29,348		

The budgets for transferable funds are indicative only and movement of funds between these budget headings is allowed without prior permission from the Trust.

The funds provided in this supplementary award are cash limited; any additional supplementary funding will only be provided in specific circumstances (see Information to Note).

The conditions under which this supplementary grant is awarded (Cond/09/03), are the same as those set out in our original letter of award dated 13 May 2005. It is a condition that the Head of your Host Institution will administer the grant in accordance with the purposes for which it has been awarded. I should be grateful if your Institution would confirm, in writing, the acceptance of this grant on the conditions detailed in this letter and the notes. A Grant Start Certificate for this purpose can be downloaded from the Trust's website (see Information to Note). The grant cannot be activated until this confirmation has been received. The Trust will not accept liability for any expenses incurred on the grant until a signed Grant Start Certificate has been returned.

When accepting this Award of Grant, the Institution recognises that the UNDERTAKINGS given by the Institution and others at the time of signing the Application Form are "conditions

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precedent" and the Institution will ensure that they, their agents, servants, employees and students will continue to abide by the undertakings given throughout the lifetime of the grant.

Copies of this letter should be forwarded to the Head of your Host Institution, your Head of Procurement, your Research Grants Office and your Finance Officer. Claims for reimbursement of grant expenditure should be submitted on the appropriate form (see Information to Note).

If you have any administrative issues regarding the grant, please contact me at this office.

Yours sincerely

A handwritten signature in black ink, appearing to read 'GW', is positioned below the text 'Yours sincerely'.

Gary Wheeler
Science Programme Officer
Immunology & Infectious Disease

Schedule B: general grant conditions

CONDITIONS FOR AWARDS MADE TO INSTITUTIONS OUTSIDE THE UNITED KINGDOM

1. Employment of staff

(a) The Wellcome Trust (the 'Trust') does not act as an employer and, therefore, in all cases where support is provided for the employment of staff, the host institution (the 'institution') undertakes to issue a contract of employment in accordance with the applicable legislation governing the employment of such individuals. The Trust will not be responsible for any claims whatsoever for which the institution may be liable as an employer or otherwise, nor will it indemnify the institution against any such claims.

(b) The institution must accept full responsibility for the management, monitoring and control of all the research work funded as the result of this grant and all those staff (permanent, temporary and students) employed in or involved in any research funded as a result of this grant. This includes the requirements of all relevant law and regulatory authorities governing the use of radioactive isotopes, animals, pathogenic organisms, genetically manipulated organisms (GMOs), toxic and hazardous substances, and research on human subjects and human embryos.

(c) The institution must ensure that all permanent and temporary staff and students employed in or involved in the research receive training appropriate to their duties, in accordance with any legal or regulatory requirements as may apply from time to time. Other training may also be necessary, for instance to support the requirement for management, monitoring and control as described in paragraph 1 (b) above.

(d) All staff employed as a result of this grant must be recruited in compliance with the institution's requirements and recommendations for good practice in recruitment.

(e) The Trust expects an individual's annual leave entitlement to be taken within the period of the grant.

(f) The tenure of appointment of staff recruited for work under a grant must be confined strictly to the period of the grant unless the institution wishes to retain the staff beyond this period for its own purpose, and at its own expense.

(g) The written approval of the Trust must be sought before any research assistant, or any replacement lecturer for Research Leave Awards, is appointed, either initially or as a replacement. Before the appointment of such a candidate is confirmed, a copy of his/her curriculum vitae and recommendation for salary must be sent to the officer whose signature appears on the formal letter of award. It is the grant holder's responsibility to ensure that this action is taken before the candidate is appointed.

(h) In cases where staff are employed under a grant, no increase in salary (other than normal increments and national salary awards as they affect basic pay) may be made without the Trust's prior written agreement. The cost of national salary awards will be met by the Trust.

2. Status

It is a condition of the appointment that Wellcome Trust Senior Fellows should be granted the status and responsibilities of a lecturer, senior lecturer, reader or professor, as appropriate, in the department in which he or she is employed. In the case of clinically qualified Senior Fellows engaged in clinical research for the purpose of his or her investigative work, he or she should, in accordance with his or her clinical contract, have practical control of a number of patients. For all Fellows, nonresearch activities such as teaching, clinical work, advisory committees and external consultancies should not occupy, on average, more than six hours weekly.

3. Clinical status

All holders of clinical fellowships, and all clinically qualified research assistants whose research requires contact with patients, must hold an honorary clinical contract, for example as a senior house officer, specialist registrar or consultant.

4. Travel

The Trust makes provision for principal investigators, research assistants and Wellcome Trust Fellows to travel in connection with their research. This provision is detailed in the Trust's formal letter of award.

5. Equipment

(i) Any equipment provided by this grant is donated to the university department to which the investigator is affiliated, solely for the benefit of the investigator's research and for use solely in medical or veterinary research, diagnosis or treatment ('permitted use'). Any other use of the equipment will require the prior written consent of the Trust.

(ii) The institution should make every effort to minimise the cost of VAT or other purchase taxes that may arise on goods or services funded by the grant. Institutions in the Republic of Ireland should contact the Health Research Board for advice on VAT.

(iii) Any loss resulting from payments made for equipment in advance of delivery will be entirely the responsibility of the institution. The institution is responsible for ensuring that any equipment provided by this grant has adequate insurance cover. If the equipment is damaged or destroyed during its useful lifetime, the institution will be required to repair or replace it.

(iv) When purchasing equipment funded by the Trust, the institution is required to use best procurement practice, applying relevant local standards and taking cognisance of the minimum standards described in the guidance of the UK Joint Procurement Policy Strategy Group (JPPSG) entitled Research Equipment Procurement. (This document is available on the JPPSG website at www.proc-he.ac.uk.) The institution must ensure that grantholders abide by the institution's own procurement policy.

(v) Without prejudice to paragraph 5(x), should the principal investigator move to another institution during the tenure of this grant, the Trust reserves the right to require that the equipment be transferred with him or her after discussion, as necessary, with the institutions concerned. If he or she moves to another institution within three years of the expiry or termination of a grant (five years if the grant is for equipment only) and wishes to take the equipment with him or her, the Trust reserves the right to require that the equipment be transferred after discussion, if necessary, with the institutions concerned.

(vi) Paragraph 5(v) does not apply to grants for the purchase of large, multi-user items of equipment which were awarded specifically to provide departmental infrastructure support. If the holder of one of these grants moves to another institution, either during or following the termination of the grant, the equipment will normally remain in the institution to which it was awarded. When this condition applies, it will be detailed in the formal letter of award.

(vii) In exceptional circumstances, when the Trust funds the purchase of highly specialised items of equipment, further conditions relevant to that particular grant may be detailed in the formal letter of award.

(viii) The Trust's prior written approval must be obtained should any activity ancillary to the permitted use be carried out using equipment where a charge, either internal or external, is made or where equipment is used for the benefit of a commercial organisation. The Trust's agreement may be conditional and dependent upon it sharing in any financial benefits that result.

(ix) If any equipment to be used by the recipients of this grant was provided by a previous Trust grant, either to the current investigator or to any other investigator, then the Trust will not be willing to provide funds for usage or access charges for the equipment in question, until after the initial maintenance contract has ended.

(x) It is the responsibility of the institution to maintain the equipment during its actual useful lifetime. The equipment cannot be disposed of during this period without the Trust's prior written approval.

6. Principal investigators receiving salary support from the grant

(i) Should a principal investigator whose salary is provided on this grant subsequently obtain salary support from some other source, that salary provision in the grant may not be transferred to any other individual.

(ii) Other than Trust-funded Senior Fellows, who are allowed to apply to other funding bodies for project grant support, a principal investigator with full-time salary support from the Trust will not normally be allowed to apply to other funding bodies for project support which would be fully or partly concurrent with Trust support.

7. Coapplicants

Should a coapplicant move to another institution during the tenure of a grant, the grant may not move with him or her unless all parties concerned (including the Trust) agree to such a move. The Trust will not expect to incur any additional costs as a result of such a move.

8. Limitations of the Trust's liability

The Trust accepts no responsibility, financially or otherwise, for the expenditure (or liabilities arising out of such expenditure) or liabilities arising out of work other than those specifically listed in the formal letter of award and these Conditions. The control of expenditure to be funded under this grant must be governed by the normal standards and procedures of the institution and must be covered by the formal audit arrangements that exist in the institution.

9. Financial arrangements

(i) Reimbursement of grant monies will only be made by the Trust upon receipt of claims certified to be correct by an authorised signatory of the institution approved by the Trust. Such a signatory will normally be either the chief finance officer or the chief administrative officer of the institution. Claims must be submitted in a form defined by the Trust (invoices issued by the institution will not be acceptable to the Trust as a claim for grant support). The final claim will only be accepted if it is submitted within six months of the end of the grant period. Claims for equipment must be accompanied by copies of the supplier's invoice.

(ii) Grants must be activated within 12 months of the scheduled start date stated in the formal letter of award. The Trust reserves the right to withdraw an award which has not been activated within 12 months of the scheduled start date unless formal, written permission for this has been obtained. The Trust reserves the right to terminate an award which is held in abeyance for more than 12 months unless formal, written permission for this has been obtained.

(iii) The institution should maintain a separate cost code for this grant with an appropriate set of analysis codes. All transactions relating to the grant should be recorded against this code.

(iv) Claims for reimbursement of the cash expended each quarter should be submitted in arrears. In cases of difficulty, the Trust's Head of Grants Administration should be contacted.

(v) The Trust reserves the right to ask for confirmation from the external auditors of the institution of the following:

(a) that the annual accounts of the institution have been approved by the auditors without qualification;

(b) that the management letter from the auditors confirmed that proper systems of internal control were in place, and that there were no matters that did or could significantly affect the administration of grants awarded by the Trust;

(c) that this grant has been used for the purpose for which it was awarded.

(vi) The Trust also reserves the right to ask auditors of its own choice to request confirmation from the external auditors of the institution of amounts paid by the Trust in respect of this grant. In addition, the Trust may, at its discretion and cost, decide to commission a separate audit of this grant and/or the systems used by the institution to administer Trust grants, including the system of equipment procurement and, in so doing, it may or may not seek to use the internal audit function of the institution.

10. Intellectual property and commercial activities

(i) The Trust is committed to advancing healthcare through its support for biomedical research. As a charity, the Trust is under an obligation to ensure that the useful results of research that it funds are applied for the public good. To meet these objectives, the Trust wishes to encourage and, together with Trust-funded researchers and their institutions, to play an active role in ensuring the protection and exploitation of the intellectual property arising out of the research that it funds. Accordingly, the Trust requires the institution to deal with Technology Transfer at the Trust (Technology Transfer) in all matters related to the protection and exploitation of such intellectual property.

(ii) Specifically, the Trust requires the institution to:

(a) work with Technology Transfer to develop and implement strategies and procedures for the identification, protection and exploitation of all intellectual property created or acquired in connection with a Trust-funded activity (intellectual property includes all inventions, discoveries, technologies, products, data and know-how);

(b) notify Technology Transfer promptly when intellectual property that may be of medical or commercial value is created, and ensure that such intellectual property is protected and not published or otherwise publicly disclosed prior to protection (while at the same time ensuring that potential delays in publication are minimised);

(c) permit Technology Transfer to have reasonable access to personnel, facilities and information utilised in, or created or acquired pursuant to, a Trust-funded activity or the exploitation envisaged under this paragraph 10;

(d) ensure that all persons in receipt of Trust funding or working on a Trust-funded activity (including employees, students, visiting fellows and subcontractors) are employed or retained on terms that vest in the institution all intellectual property which is created or acquired by any such person in connection with a Trust-funded activity.

For clarification, strategies and procedures developed jointly as in paragraph 10(ii)(a) may involve implementation by the institution or by Technology Transfer. The institution may request Technology Transfer to conduct such activities.

(iii) No intellectual property created or acquired in connection with a Trust-funded activity may be exploited in any way without the prior written consent of Technology Transfer, such consent not to be unreasonably withheld. Exploitation includes use for any commercial purpose or any license, sale, assignment, materials transfer or other transfer of rights. As a condition of granting such consent, Technology Transfer may require the institution to agree to terms of exploitation including the sharing of the benefits (such as revenues and equity) arising from the exploitation. Technology Transfer and the institution shall have the right to audit each other's relevant accounts to confirm that there has been an appropriate cost and benefit sharing made in relation to any such exploitation.

(iv) If the institution does not protect or exploit any such intellectual property in accordance with the jointly agreed strategies and procedures or otherwise to Technology Transfer's satisfaction, Technology Transfer shall have the right, but not a duty, to protect and exploit such intellectual property. Such right shall only be exercised six months after Technology Transfer has given the institution notice in writing requiring the institution to protect and exploit such intellectual property, unless Technology Transfer reasonably considers such intellectual property rights could be lost and more immediate action is required. The institution agrees to do, and will ensure that its employees and students do, all acts required to assist Technology Transfer in such protection and exploitation.

11. Trust-funded researchers and commercial entities

The Trust's policy regarding relationships between Trust-funded researchers and commercial entities is set out in Annex A to these Conditions. In accepting these Conditions, the individual researchers and the institution agree to abide by this policy.

12. Copyright

Occasionally it is necessary for the Trust to require that all copyright and rights of a similar nature (created as a result of works by individuals and groups of people financially supported by the Trust), capable of being conferred under the laws of the UK and other countries of the world, should be assigned to and vest absolutely in the Trust. At the request of the Trust, the individuals involved must execute such deeds and documents and do such other acts and things as may be necessary to achieve the assignment and transfer. When this is the case, there will be a specific condition in the formal letter of award.

13. Termination of a grant

(i) When the Trust makes a grant, it reserves the right, without notice, to terminate the grant should it so wish. In such a case, the Trust will reimburse the institution for expenditure properly incurred under the award up to the termination date, but it will not in any event be responsible for, nor indemnify the institution against, any of the matters referred to in paragraph 1.

(ii) Should the Trust terminate a grant before the expiration of the period for which it was granted (and provided that the full amount of the grant has not been advanced at that time), its practice is to recompense any expenses in respect of redundancy or breach under the contract that results directly from the termination of the grant. The recompense, if any, would not in any event exceed the amount of the grant remaining to be paid to the institution at the time of the termination of the grant.

14. Acceptance of the grant

(i) Before a grant may be activated, the institution must accept, and agree to abide by, these Conditions (including Annex A) and any conditions in the formal letter of award. A form for this purpose will be provided. This form may only be signed by a senior staff member who has the authority to commit the institution to such an agreement. Such an individual may be the Principal, Vice-Chancellor or Dean, Registrar, Secretary, the Research Contracts Officer, Bursar, Chief Finance Officer, Chief Administrative Officer or Chief Accountant (or equivalent positions).

(ii) The institution must obtain from all individuals subsequently funded as a result of the application the equivalent undertakings as required from the applicants when signing the application form.

(iii) Grants awarded by the Trust are subject to the Conditions at the time that the grant is awarded and any subsequent amendments made to the Conditions by the Trust from time to time.

15. Good scientific practice

The Trust expects the highest standards of integrity to be adhered to by the researchers whom it funds. The institution must ensure that it has in place formal written procedures for the investigation of allegations of scientific misconduct.

16. Divergence from original award

The Trust understands that, in order to follow scientific developments which arise as a result of work done under this grant or following publication of results from other laboratories, grant holders may need to modify the aims and directions of their projects. Any such modifications must be fully justified in the final report. Any proposals to use grant monies for completely different purposes, or for projects other than that specified in the formal letter of award, will require the prior written agreement of the Trust. Such agreement may be refused at the Trust's absolute discretion.

17. Progress reports, publications and publicity

(i) It is a condition of this grant that the Trust receives a report within three months of the end of

the period of this grant. Recipients of longer-term awards may also be required to submit a brief annual report; they will be notified of the dates if and when these are required. Grant holders will be required to provide a breakdown of the expenditure of all monies provided on this grant.

(ii) Grant holders should note that failure to submit a report may cause the Trust to refuse to consider further grant requests.

(iii) Grant holders must take all reasonable actions to ensure that the Trust's contribution to the funding of the research is suitably acknowledged in all publications. When acknowledging Trust support, the Trust's grant reference number must be quoted.

(iv) Grant holders must ensure that the Trust is notified of all research papers (based wholly or partly upon the research to be funded by the grant).

(v) Grant holders must ensure that any written press statement associated wholly or partly with the research to be funded by the grant is approved by the Trust's Media Relations Department prior to release.

(vi) The Trust recognises that publication of the results of research may need to be delayed for a reasonable period while seeking protection of intellectual property arising from the research. However, any such periods of delay in publication should be kept to a minimum.

18. Procedures involving the use of animals

The institution must ensure that research involving the use of animals is carried out within the principles of UK legislation (the Animals [Scientific Procedures] Act 1986) and complies at all times with all relevant legislation in the host country.

19. Ethical approval

The institution must ensure that it has in place formal written procedures for managing the process for obtaining any necessary or appropriate ethical approval for this grant, and must accept full responsibility for ensuring that any such ethical approval is in place at all relevant times during the grant period.

20. Governing law and jurisdiction

These Conditions shall be governed by and construed in accordance with English law and any disputes in connection with these Conditions shall be governed exclusively by the courts of England.

N.B. Please note that grants awarded by the Trust are subject to the Conditions at the time that the grant is awarded. The Trust reserves the right to change the Conditions from time to time.

Wellcome Trust principles and policy on relationships between Trust-funded researchers and commercial entities

The Wellcome Trust is a charitable trust that provides support for high-quality, curiosity-driven biomedical research. It aims to encourage its researchers in their scientific endeavours and to ensure that the useful results of the research that it funds are applied for the broader public benefit. The Trust recognises the importance of protecting and exploiting intellectual property arising from research as a means of achieving this public benefit. The Trust encourages its researchers to have constructive, appropriate interactions and collaborations with industry. At the same time, the Trust wishes to be certain that its charitable position and the independence of Trust-funded researchers are not compromised by any commercial involvement which they may have.

The principles guiding the Wellcome Trust are:

1. The need to protect the Trust so that:

(a) Trust-funded researchers and their host institutions comply with the terms and conditions under which Trust grants are awarded.

(b) Research funded by the Trust is charitable in nature (i.e. gives adequate public benefit, with only incidental private benefit) and is not constrained by any organisation or the commercial or other interests of a grant holder or other person.

(c) Discoveries, inventions and other knowledge obtained in the course of Trust-funded research are made freely available to the broader scientific community as soon as possible. The publication or release of such findings may be reasonably delayed to allow protection of any intellectual property.

(d) The intellectual property arising from Trust-funded research is captured by the host institution or Technology Transfer at the Wellcome Trust acting on behalf of the Trust and commercially exploited through the host institution and/or Technology Transfer at the Trust.

(e) The benefits arising from commercial exploitation of intellectual property or other rights developed from the research are distributed equitably between the host institution(s), the investigator(s), the Trust and the commercial organisation.

(f) Individuals and institutions use personnel, facilities, materials and equipment funded by the Trust for the purposes for which the funding was awarded and not in the pursuance of research or other activities which could provide scientific or other advantage to any organisation, except with the prior approval of the Trust.

2. The desire to encourage, where appropriate, scientifically productive relationships between Trust-funded researchers and commercial organisations while ensuring that the intellectual integrity of Trust-funded researchers and their freedom to carry out curiosity-driven research are not compromised by such relationships.

Grant Conditions

These principles underpin the policy of the Trust in relation to consultancies, equity holdings and directorships of Trust-funded researchers. The policy described in this Annex should be read in conjunction with the Grant Conditions. Researchers and their employing institutions must accept the Conditions, including this Annex A, before an award can be activated.

Definitions

Trust-funded researchers

means all Trust-salaried researchers and non-Trust-salaried researchers in receipt of funds in any form from the Trust in order to advance their research.

Trust-salaried researchers

means all researchers in receipt of a grant from the Trust whether they be applicants, Wellcome Trust Fellows, scholars, research assistants, technicians or other researchers if their salaries are supported fully or primarily by the Trust.

Non-Trust-salaried researchers

means all applicants, coapplicants, sponsors or supervisors with respect to a grant from the Trust whose salaries are not funded fully or primarily by the Trust.

Consultancy

means any compensated service for or on behalf of a commercial organisation, including membership of a scientific advisory board, service as an expert witness, or giving lectures where the lecture fees are in excess of £10 000 per annum.

Intellectual property

includes all inventions, discoveries, technologies, products, data and know-how.

Equity

means shares, share options, warrants, convertible debt or any other contractual or other right to acquire shares or options as an owner, proprietor, partner or beneficiary or a beneficial interest in any of the foregoing.

Significant equity interest

generally means an interest of 5 per cent or more of an organisation's outstanding equity interest, or a similar interest in a partnership or other organisation, but a smaller interest may at the discretion of the Trust be considered significant.

The policy of the Trust

Consultancies

1. Consultancy is limited to the provision of advice and the exchange of ideas and should not include research or supervision of research. The Trust is concerned to ensure that any form of remuneration by a commercial organisation is made only for the provision of advice and the exchange of ideas and does not enable that organisation to gain inappropriate access to Trust-funded research. Consultancies may not be used to enable an organisation to gain an unfair advantage over its competitors in access to Trust-funded research.

2. The remuneration of Trust-funded researchers for consultancy work they undertake in areas or fields of their research that are funded by the Trust may include fixed amounts of cash and/or equity. It should be commensurate with at least the level of compensation normally paid to academics by biotechnology and pharmaceutical companies in the biomedical field. Where the compensation for consultancy work is in the form of equity, the amounts that may be received should in general be limited to a total holding of not more than 5 per cent of the commercial organisation's outstanding equity, although a lower limit could be appropriate, depending on the circumstances.

3. Trust-funded researchers may not consult for a commercial organisation in which they hold a significant equity interest unless the consultancy relates to an area and field outside the research funded by the Trust.

4. Each consultancy must be the subject of a written agreement drawn up between the Trust-funded researcher and the commercial organisation. The institution and/or the Trust will provide any advice required in this matter. Wellcome Trust Fellows should also refer to paragraph 2 of the Grant Conditions, which limits the number of hours which may be spent upon non-research activities, including consultancies, per week.

5. The institution will be required to review in advance all proposed consultancy agreements involving Trust-funded researchers, to ensure that the agreements are consistent with the principles and policies described in this Annex.

6. The Trust reserves the right to review any proposed or existing consultancy agreement if the Trust believes the agreement could have an effect on the Trust's charitable status, activities or interests. Upon request from the Trust, the institution will provide copies of consultancy agreements.

Equity interests and directorships

7. Trust-funded researchers may not normally apply for or use Trust funds for research that may be of interest or value to a commercial organisation in which they hold a significant equity interest or of which they are a director.

Directorships

8. Trust-salaried researchers are discouraged from serving as non-executive directors of organisations for which they consult, with which they collaborate or in which they hold equity. Trust-salaried researchers are not permitted to serve as executive directors of any such organisation.

Start-up companies

9. Trust-funded researchers may participate as 'founding scientists' in start-up companies based on Trust-funded research and hold equity positions in such companies, at the discretion of the Trust. Before becoming involved in such a start-up company, they must contact Technology Transfer at the Trust in the first instance.

10. Where Trust-funded researchers are to be involved in start-up companies, the arrangements with the company must ensure that any transfer of intellectual property arising from the Trust-funded research is in accordance with the policies of the researcher's institution and those of the Trust. The Trust's policies regarding intellectual property are outlined within the Grant Conditions.

11. Trust-funded researchers who hold a greater than 5 per cent equity interest in a company may, under some circumstances and at the discretion of the Trust, be permitted to consult for that company. For example, where a start-up company is to be established, the founding scientists may need to consult for the newly established company in order to facilitate its successful operation. It is important that in such circumstances the principles and policies on consultancies in this Annex are adhered to and prior written agreement of the Trust is obtained.

Responsibility for implementation and monitoring of these policies

12. The Trust does not directly employ researchers, but funds them through their institutions. Therefore, the policies and monitoring procedures of the institutions should be used for managing the consultancy and equity-holding activities and directorships of Trust-funded researchers.

13. Where the policies of the institutions are not compatible with those of the Trust or where the institution does not have adequate monitoring procedures, they are required to inform the Trust before accepting a grant. The Trust reserves the right to decide whether to proceed with the award or to monitor consultancies, equity holdings and directorships directly.

14. Where the institution has a concern about the commercial involvement of a Trust-funded researcher, it must inform the Trust of that concern.

15. Applicants for Trust funding will be required to indicate within the grant application form whether they have any consultancies, equity holdings or directorships in organisations that could be relevant to their research. Should they be successful in their application, confirmation may be sought that they comply with the policies set out in this Annex. The Trust reserves the right at any time to require the institution, applicants or Trust-funded researchers to provide current information about such consultancies, equity holdings or directorships or the institution's policies and monitoring procedures. To the extent permissible by law or regulation, all information provided to the Trust is treated as confidential.

SCHEDULE C

10 PER CENT RETENTION POLICY

The Wellcome Trust is placing an increasing emphasis on evaluating the impact of the research we fund. The End of Grant Report has been identified as a key tool in assessing the grants we have funded, enabling us to review the outputs and outcomes of recently completed research, assess the quality of the research undertaken and identify important questions raised.

From October 2005, our funding committees will be reviewing all End of Grant Reports and identifying those grants which have produced outstanding research. To help ensure all our research can be evaluated, we will no longer pay out the final 10 per cent of the total 'transferable funds' budget until an End of Grant Report has been returned.

Transferable and ring-fenced funds

Transferable funds include all costs types awarded on grants except for the personal support costs for fellows and students.

Transferable funds include costs such as:

- research and technical staff support
- materials
- equipment
- animals
- access charges
- travel and subsistence
- contingency and flexible funding allowances.

Ring-fenced funds cover salary support (and where applicable cost of living allowances and health insurance) for fellows, and stipend support and fees for Trust studentships.

Grant types covered by the 10 per cent retention rule

The policy comes into effect on grants ending from 1 October 2005 onwards.

The 10 per cent retention rule will apply to all conventional Trust grants, including project, programme and equipment grants, fellowships and studentships.

The rule will not apply to those grants where it is a condition of the award that payments are conditional on milestones, require specific approval by Trust monitors, or where specific agreement has been made.

How to claim

Claimants should continue to submit claims for reimbursement of actual expenditure quarterly in arrears.

Claims should record expenditure against actual budget headings. It will no longer be necessary to indicate virement between individual 'transferable' budget headings on the claims form. Individual budget headings may be overspent so long as the overall transferable funds budget balance is in credit.

All claims for 'ring-fenced' funds will be reimbursed on receipt as normal.

Claims for up to 90 per cent of the total budget provided for transferable funds (the budget will include the amount awarded and any supplements, adjustments etc.) will be reimbursed on receipt. Claims for the remaining 10 per cent will be recorded on our grants system but will not be released until an End of Grant form has been returned.

Balance and advice reports have been updated so that they report any retained funds. The reports will be sent to claimants once the claim has been processed, whether or not a payment is approved, and will indicate the value of any retained funds and the grant end date.

Grantholders will be contacted by the Trust within a fortnight of their grant ending and asked to complete an End of Grant Report form. Grantholders are given three months to complete and return the form. It should be returned to a dedicated email address: endofgrantforms@wellcome.ac.uk.

Once the form is received, any retained funds will be released and paid within two weeks.

Claimants need only claim the funds once. If sums are retained they do not need to be reclaimed.

Payment is not conditional on the Trust's subsequent review of the research provided on the form.

Schedule D: Intellectual Property exploitation conditions

WELLCOME TRUST-FUNDED INTELLECTUAL PROPERTY: EXPLOITATION CONSENT AND STANDARD REVENUE/EQUITY-SHARING AGREEMENT

This Agreement is made between the parties whose details are set out below:

A.	TRUST
Name:	The Wellcome Trust Limited as trustee of the Wellcome Trust
Company no:	2711000
Address:	Technology Transfer, The Wellcome Trust, 210 Euston Road, London NW1 2BE
Contact:	Wellcome Technology Transfer
Tel:	+44 (0)20 7611 8202
E-mail:	techtransfer@wellcome.ac.uk
B.	INSTITUTION
Name:	CIRAD – Livestock Department
Address:	Campus International de Baillarguet, TA 30/B, F-34398 Montpellier Cedex 5, France
Contact:	Laurence Vial
Tel:	+33 4 67 59 38 21
E-mail:	Laurence.Vial@cirad.fr
C.	INSTITUTION
Name:	Prince Leopold Institute of Tropical Medicine -Veterinary Department
Address:	Nationalestaat 155, 2000 Antwerpen, Belgium
Contact:	Peter van den Bossche
Tel:	
E-mail:	pvdbossche@itg.be
D.	INSTITUTION
Name:	University of Oxford, TALA Research Group, Department of Zoology
Address:	South Parks Rd., Oxford OX1 3PS, United Kingdom
Contact:	David Rogers
Tel:	
E-mail:	david.rogers@zoo.ox.ac.uk
E.	INSTITUTION
Name:	CIRDES
Address:	BP 454, 01 Bobo Dioulasso, Burkina Faso
Contact:	Issa Sidibé
Tel:	
E-mail:	sambo@fasonet.bf
F.	INSTITUTION
Name:	AVIA-GIS
Address:	Risschotlei 33, 2980 Zoersel, Belgium
Contact:	Guy Hendrickx
Tel:	
E-mail:	ghendrickx@avia-gis.be

THE PARTIES HEREBY AGREE as follows:

1. DEFINITIONS

- 1.1 **'Cumulative income'** means total net income received as a result of exploitation of the Trust-funded project.
- 1.2 **'Direct costs'** means all reasonable patent and legal costs and other incidental expenses that are incurred directly in connection with exploitation of the Trust-funded project, including official patent filing, prosecution, maintenance and renewal fees.
- 1.3 **'Equity'** means the issuing of equity or any other interest (whether by way of debenture, warrant, security or otherwise) from time to time in any company in consideration of the assignment or grant of a licence or an option thereto to such company in respect of any Trust-funded IP.
- 1.4 **'Exploiting party'** means whichever of the institution or technology transfer group (if there is one) named above as is or will be responsible for technology transfer and commercialisation matters with respect to the Trust-funded project for and on behalf of the Institution. For these purposes, **'exploitation'** includes but is not limited to commercialization by way of licence, assignment, option, sale, research collaboration or other agreement, or for cash or equity consideration.
- 1.5 **'Grant'** means the grant, details of which are set out in Schedule 1 to this Agreement.
- 1.6 **'Gross income'** means all cash sums or other monetary consideration actually received in respect of exploitation of the Trust-funded project, including licence, signing and option fees, royalties, and milestones, but excludes any equity or other interests (whether by way of debenture, warrant, security or otherwise) or monies paid specifically to fund the undertaking of a research programme.
- 1.7 **'Institution'** means the institution named in the details set out above.
- 1.8 **'Intellectual Property'** means any and all rights in inventions, discoveries, materials, technologies, products, data, algorithms, software, know-how, patents, databases, copyright, trademarks, design rights, applications for any of the foregoing, moral rights, and any other intellectual property rights whether or not registered or capable of registration and whether or not subsisting in the UK or in any other part of the world.
- 1.9 **'Net income'** means gross income less direct costs.
- 1.10 **'Other party(s)'** means the Trust, and either the technology transfer group or the institution as is appropriate.
- 1.11 **'Participation round'** means the company's first equity fundraising.
- 1.12 **'Technology transfer fee'** means the percentage of net income which the exploiting party is entitled to in recognition of its exploitation of the Trust-funded project.
- 1.13 **'Technology transfer group'** means a body which is responsible for providing technology transfer services to the institution and which has been approved by the Trust to carry out exploitation activities with respect to the Trust-funded IP, details of which are set out above.
- 1.14 **'Trust'** means The Wellcome Trust Limited as trustee of the Wellcome Trust, a charity registered in England with number 210183, details of which are set out above.
- 1.15 **'Trust-funded IP'** means any and all intellectual property which is or has been created, exemplified or developed (whether in whole or in part) using the grant, whether such grant funds are used before or after an invention disclosure or patent filing, and whether or not any person in receipt of Trust funding or working on a Trust-funded activity is named in invention disclosure records.
- 1.16 **'Trust-funded project'** means the research funded by the grant.

1.17 'Trust Grant Conditions' means the Trust's Grant Conditions, as may be amended from time to time.

1.18 'WTT' means the Trust's technology transfer division, Wellcome Technology Transfer.

2. CONSENT TO EXPLOIT TRUST-FUNDED IP

1.19 In consideration for entering into the terms of this Agreement and pursuant to the Trust Grant Conditions, the Trust consents to the exploitation of the Trust-funded IP in accordance with the details set out in the Schedules to this Agreement.

3. REVENUE SHARING

1.20 In consideration for consent being granted pursuant to clause **Erreur ! Source du renvoi introuvable.** above, and subject to clause **Erreur ! Source du renvoi introuvable.** below:

Income Sharing:

1.20.1 where income is received then the exploiting party shall in respect of each individual Trust-funded project that is exploited:

1.20.1.1 receive gross income due;

1.20.1.2 deduct and reimburse as appropriate any and all direct costs;

1.20.1.3 be entitled to receive a technology transfer fee on net income received (determined by reference to cumulative income) as follows:

Cumulative income	Technology transfer fee
£0 – £100 000	30% (thirty per cent)
£100 001 – £500 000	25% (twenty-five per cent)
≥ £500 001	20% (twenty per cent)

1.20.2 distribute remaining net income received in the following revenue shares (determined by reference to cumulative income) as follows:

Cumulative income	Institution and technology transfer group	Trust
£0 – £100 000	65% (sixty-five per cent)	35% (thirty-five per cent)
≥ £100 001	60% (sixty per cent)	40% (forty per cent)

Equity sharing and potential future investment

1.20.3 where rights to take equity are received then the exploiting party shall in respect of each individual Trust-funded project that is exploited:

1.20.3.1 share any equity received in the following proportions;

Institution and technology transfer group	Trust
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60% (sixty per cent)	40% (forty per cent)
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1.20.3.2 use all reasonable endeavours to ensure that the equity is issued on terms whereby:

1.20.3.2.1 the proportionate shareholdings due to the parties are issued direct to them;

1.20.3.2.2 the Trust is given no less than two months' written notice prior to completion of a Participation Round, and is provided with copies of the business plan, signed or proposed term sheet, and any other relevant documentation as is being provided to the other investors;

1.20.3.2.3 at the Participation Round, the Trust is entitled (but not obliged) to invest in the company at the market rate, such that the Trust's total holding is increased up to a maximum of 10 per cent of the fully-diluted equity of the company at completion of the Participation Round.

1.21 If the grant (together with other Trust funds) is not the sole source of funding for the Trust-funded project, then:

1.21.1 the gross income or equity received in respect of that Trust-funded project shall be pro-rata calculated to take into account:

1.21.1.1 the inventive contribution of the inventors; followed by

1.21.1.2 the proportionate funding contributions of the Trust, the institution and other third party funders of each inventor as appropriate (such funding contribution to exclude any salary support provided by the institution from its internal funding, including for the avoidance of doubt higher education funding council funding); and

1.21.2 the revenue-sharing formulae set out in clause **Erreur ! Source du renvoi introuvable.** above shall apply to the portions of gross income or equity attributed to the Trust contribution pursuant to this clause **Erreur ! Source du renvoi introuvable..**

For the avoidance of doubt, the institution shall be responsible for rewarding the inventors of the intellectual property who are its staff or students from its revenue share in accordance with its own policies and codes of practice.

1.22 Notwithstanding the terms of this clause **Erreur ! Source du renvoi introuvable.**, the institution and its technology transfer group shall be free to agree how to share between themselves any technology transfer fees, or shares of net income and/or equity due to either or both of them under this Agreement.

4. ACCOUNTING, REPORTING AND PAYMENTS

1.23 Within three (3) months following the annual accounting date set out in Schedule 1, the exploiting party shall provide to the other party(s) a statement or statements setting out financial information for the preceding 12-month period ending on such annual accounting date in respect of each Trust-funded project commercialized, including gross income, net income, cumulative income, direct costs, technology transfer fee(s), equity, revenue shares and taxes. All such statements shall include a breakdown of the calculations on which the amounts involved were determined. The exploiting party shall send to the other party(s) the appropriate payments required in respect of such statements within 14 (fourteen) days of receipt of the proper VAT invoice(s).

1.24 The exploiting party shall keep accurate records and accounts, and the other party(s) shall have the right to audit these in accordance with standard UK accounting practice on request. The exploiting party shall provide the other party(s) with copies of supporting financial documentation on reasonable request. Late payments shall be subject to interest payable on demand at the rate of 4 (four) per cent above the then

current Bank of England base rate. Interest shall be calculated daily and compounded quarterly from the due date to the actual date of payment inclusive.

- 1.25 All payments shall be made in pounds sterling unless otherwise agreed, and shall be exclusive of any taxes or duties that may be imposed, including value added tax, which shall where applicable be payable in addition at the rate in force at the due time for payment.
- 1.26 The institution shall be free to agree accounting, reporting and payment practices with its technology transfer group in respect of the revenue shares due to them under this Agreement.
- 1.27 If WTT takes over responsibility as exploiting party in accordance with the Trust Grant Conditions, then references to exploiting party herein shall be construed as references to WTT, and WTT shall share any income or equity received accordingly.

5. MONITORING TRUST-FUNDED IP

- 1.28 With respect to the Trust-funded IP, the exploiting party must:
 - 1.28.1 unless otherwise scheduled to this Agreement, provide to the other party(s) as and when they arise:
 - 1.28.1.1 copies of any signed agreements entered into; and
 - 1.28.1.2 details of any patent applications, grants and abandonments (including title, filing number and date);
 - 1.28.2 deliver at least annually an exploitation report detailing the commercialization activities for that year to the other party(s); and
 - 1.28.3 arrange and hold update meetings at least once every six (6) months, or at such other intervals as may be otherwise agreed with the other party(s).
- 1.29 The party(s) receiving information about exploitation activities from the exploiting party pursuant to this Agreement shall keep such information confidential. For these purposes, 'information' includes but is not limited to any data, results, inventions, intended publications, intended or pending patent applications, designs, plans, agreements, commercial and/or financial information, whether disclosed in writing or orally. However, 'information' does not include information which is already in the public domain, which is otherwise lawfully known to the receiving party at the time of disclosure, is obtained lawfully from a third party or independently developed by the receiving party, or which is required to be disclosed in order to comply with a legal requirement.

6. GENERAL

- 1.30 The institution shall be responsible for ensuring that the exploiting party complies with this Agreement, including where the exploiting party is its technology transfer group.
- 1.31 This Agreement shall take effect from whichever is the earlier of the date of last signature of this Agreement or the date that exploitation takes place, and shall terminate on whichever is the later of the expiry of any patent issued in respect of the Trust-funded IP or when all revenues due in respect of exploitation of the Trust-funded IP have been distributed to the parties in accordance with the provisions herein. Alternatively this Agreement shall be terminable by mutual agreement of all the parties.
- 1.32 This Agreement is in addition to the Trust Grant Conditions (as may be amended from time to time), which continue to apply. Should there be any conflict between this Agreement and the Trust Grant Conditions, then this Agreement shall prevail.
- 1.33 Nothing in this Agreement shall give rise to any partnership or the relationship of principal and agent between the Trust and either of the institution or its technology transfer group.

- 1.34 All notices and communications shall be in writing and addressed to the parties at the relevant address stated at the beginning of this Agreement (or such other address as may be notified from time to time).
- 1.35 None of the rights or obligations under this Agreement may be assigned or transferred without the prior written consent of the other parties. This Agreement shall be binding on and enure for the benefit of the successors in title of the parties.
- 1.36 No waiver of any breach or default under this Agreement or any of the terms herein shall be effective unless such waiver is in writing and has been signed by the parties. No waiver of any such breach or default shall constitute a waiver of any other or subsequent breach or default.
- 1.37 If any provisions of this Agreement are held to be invalid, illegal or unenforceable (in whole or in part) such provisions or parts shall to that extent be deemed not to form part of this Agreement but the remainder of this Agreement shall continue in full force and effect.
- 1.38 Each party shall do and execute or arrange for the doing or executing of all acts, documents and things as may be necessary in order to implement this Agreement.
- 1.39 The construction, validity and performance of this Agreement shall be governed by English law, and the parties shall submit to the exclusive jurisdiction of the English courts.

Appendix A

Financial Reporting Periods for Wellcome Trust Grant “Environmental changes in Africa and tsetse habitat fragmentation: epidemiological consequences and perspectives for control”

Period 1. June 1st to August 30th 2005.

Period 2. September 1st to November 30th 2005.

Period 3. December 1st to February 30th 2006.

Period 4. March 1st to May 30th 2006.

Period 5. June 1st to August 30th 2006.

Period 6. September 1st to November 30th 2006.

Period 7. December 1st to February 30th 2007.

Period 8. March 1st to May 30th 2007.

Period 9. June 1st to August 30th 2007.

Period 10. September 1st to November 30th 2007.

Period 11. December 1st to February 30th 2008.

Period 12. March 1st to May 30th 2008.

Claims for actual expenditure on the Grant must be submitted on the Wellcome Trust Claims Form within 3 weeks (21 days) of the end of each reporting period to the financial managers. Claim forms may be initially sent by Fax or E-mail but original signed copies must also be sent to RVC within 2 weeks from the date the Fax or E-mail is sent.

Expenditure on the Grant must be recorded by each Party under an identifiable separate budget number. Receipts for actual expenditure must be retained by each Party. The Grant is strictly cash limited and claims by each Party must not exceed the value allocated to that Party in the award letter (schedule A). Viring between budget headings will be permitted as described in the Collaboration Agreement sections 8.5 and 8.6.