International Project Grants
Call and guidelines – 2018 scheme

Action on Hearing Loss funds research into hearing loss and tinnitus to speed up the discovery and development of new medical treatments to protect and restore hearing, improve diagnosis of hearing loss, improve medical devices for hearing, and silence tinnitus, in line with our Biomedical Research Strategy.

This year, we are also working with Alzheimer's Research UK to co-fund research that will increase our understanding of the common biological mechanisms underlying hearing loss and dementia.

Why encouraging research into common mechanisms underlying hearing loss and dementia is important

In recent years, increasing evidence has suggested a link between dementia and hearing loss. There is strong evidence that mild hearing loss doubles the risk of a person developing dementia, with moderate hearing loss leading to three times the risk, and severe hearing loss five times the risk. Hearing loss can be misdiagnosed as dementia, or make the symptoms of dementia appear worse.

People with dementia may have difficulty communicating with others, or have difficulty in processing what they hear, particularly if there are distractions, such as background noise. This difficulty in processing information (when there is competing information, whether auditory or otherwise) may be one of the first signs of cognitive impairment.

Further evidence shows an association between hearing loss and decline in memory skills. More research is therefore needed to clarify whether proper diagnosis and management of hearing loss, including provision of hearing aids, may reduce the risk and impact of dementia and some of the other associated co-morbidities, such as falls and depression.

In addition, little is understood about the link between dementia and hearing loss, and the processes underlying both conditions. It is therefore important to investigate these processes in more detail, to determine how the conditions are linked, whether via common pathological processes, by common functions or both, and how they impact upon each other. This will be important in developing interventions that can delay or prevent the progression of both dementia and hearing loss.

We therefore request research projects in the following areas:

1) **Understanding the links between dementia and hearing loss**

   Original research that will:
   - identify common biological mechanisms that underlie dementia and hearing loss, and how they lead to both conditions
   - advance our knowledge of any causal link between hearing loss and dementia
   - lead to the development of interventions that can delay or prevent the progression of both conditions, or prevent one condition from exacerbating the other

   Projects submitted under this category will be considered for joint funding with Alzheimer's Research UK.

2) **Improving The Diagnosis of Hearing Disorders**

   Novel research to develop new diagnostic tests to:
   - identify the type and location of damage underlying hearing disorders
   - predict outcomes, evaluate interventions or help select the most appropriate treatment
   - help set up devices to better meet an individual's needs

   This includes, but is not limited to, genetic, physiological or behavioural approaches.

3) **Improving Medical Devices for Hearing**

   Forward looking research to improve approaches to:
   - fitting hearing devices (e.g. hearing aids and cochlear implants)
   - develop new signal processing strategies
   - improve patient rehabilitation strategies
   - improve the interface between a cochlear implant and the auditory nerve
   - catalyse the development of novel medical devices to aid hearing

4) **Understanding and Prevention of Hearing Disorders**

   Original research that will:
   - identify the causes of hearing disorders
   - improve understanding of the molecular and cellular changes associated with different types of hearing disorders
   - contribute towards the development and evaluation of therapies to prevent hearing problems

5) Restoration of Hearing

Cutting-edge research to:

- develop cell-based therapies to repair damage to the auditory system
- identify biological pathways that could be targeted to trigger the regeneration of damaged cell types
- advance drug or gene-based approaches to activate biological pathways to restore function or trigger cell regeneration

6) Silencing Tinnitus

Innovative research that will:

- identify the causes of tinnitus
- improve our understanding of the biological basis of tinnitus
- improve diagnosis of tinnitus
- develop and evaluate strategies to alleviate tinnitus

Additional notes for applicants

- Please note that you may only submit **one** preliminary application as the lead applicant. You may be named as a co-applicant or collaborator on other applications.
- We encourage applications in the area of tinnitus, as they are currently under-represented in our portfolio.
- Projects must be defined pieces of research with clearly stated objectives, experimental plan and expected outcomes. Applications to cover solely, or mainly, equipment costs, will **not** be accepted.
- We would particularly welcome projects able to demonstrate a route to exploiting outcomes for the benefit of people with deafness, tinnitus or hearing loss, and also in the context of dementia.
- **Please note that we do not fund social research, or research focussed on the design or evaluation of healthcare services.**

Summary of grant:

Duration:	Up to 3 years.
Eligibility:	Applicants can be from any university or research institute in any country
Value:	Up to £160K in total, funding will not exceed £55K in any one year

Application procedure:

There is a two-stage application process for the International Project Grant (an overview of the process, and timings, is shown overleaf):

1. **Preliminary application –** All applicants are required to submit a preliminary application. Preliminary applications will be considered by our International Project Grant review panel[1], who will rank them, and identify the best proposals to take forward to the full application stage.

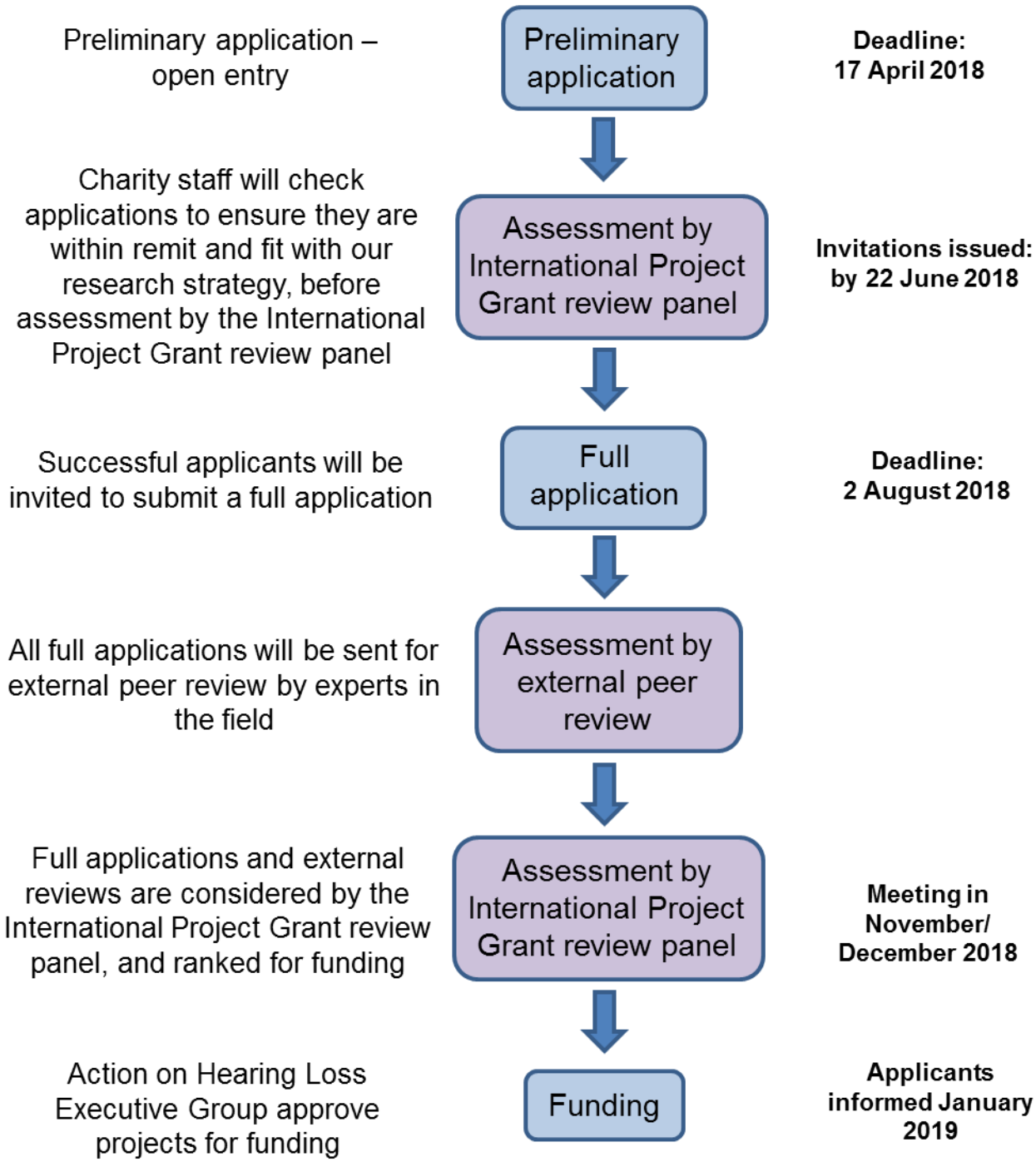
2. **Full application -** Successful applicants will be invited to submit a full application. This application will be subject to external peer review, and final consideration by our International Project Grant review panel.

Preliminary application forms can be downloaded from our website. There is an accompanying guidance document to help with completing the form – **please download it and read it carefully** before completing your application form.

The process of selecting preliminary applications to move forward to the full application stage will be very competitive, and we therefore ask that you do not submit speculative applications. It is important for this process to work and to be fair to other applicants that preliminary outlines accurately reflect any later invited applications. As such, all full applications will be checked against preliminary applications.

[1] The International Project Grant review panel is comprised of Professor Abigail Tucker (King's College London), Dr Michael Stone (University of Manchester), Professor Michael Lovett (Imperial College London), Professor Corne Kros (University of Sussex), Dr Roland Schaette (University College London), Professor John Culling (Cardiff University), Professor Ian Forsythe (University of Leicester), Dr Padraig Kitterick (University of Nottingham) and one more member to be appointed. In addition, two members of the Alzheimer's Research UK Grant Review Board (to be confirmed) will join the panel for the 2018 round of funding.

2018 round



To submit a preliminary application, please email the completed preliminary application form as an **attached MS Word document** with a file name in the format of SurnameApplicant1_IntPrelim18.doc or .docx e.g. Smith_IntPrelim18.doc, to:

research@hearingloss.org.uk

All preliminary applications must be received on or before Tuesday 17 April 2018.

For further details:

Telephone: +44(0) 20 3227 6158
Email: research@hearingloss.org.uk
Web: www.actiononhearingloss.org.uk/researchfunding

Deadlines

Preliminary applications:	17 April 2018
Full applications:	2 August 2018
Final decision:	January 2019

A summary of our current terms and conditions is included overleaf for your reference – please note that these are subject to change.

Summary of current terms and conditions

An outline of the current standard terms and conditions for Action on Hearing Loss research grants is given below where Action on Hearing Loss as referred to as “we”, “us” or “our” while the Institute administering the grant, the Grantee, is referred to as “you”, “your” or “yours. Clauses within [ ] are optional and will be removed or left in as appropriate.

Definitions:

For the purposes of this Agreement, in addition to the terms defined above, the following words shall have the following meanings (unless the context otherwise requires):

ASPA: means the Animals (Scientific Procedures) Act 1986 and any subordinate legislation made under, or any amendments made to, that Act from time to time, together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

[Collaboration Agreement: means a written agreement between the Grantee and each and every Research Collaborator, which shall state the terms and conditions governing the collaboration of those parties in connection with the Research **[**, dated [●]**]**.**]**

Intellectual Property Rights: means all patents (including without limitation any composition of matter patents), utility models, rights to inventions, copyrights and related rights, moral rights, trade marks and service marks, rights in designs (whether registered or not), database rights, rights in software, rights to use, and protect the confidentiality of, confidential information, know-how and trade secrets, results of research and development of ideas, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Permanent Employee: means any individual who conducts, contributes to or manages the Research who is a permanent employee of the Grantee and whose salary is not contingent upon external funding or grant income.

Reporting Facility: means the reporting facility through which you will submit reports on the progress of the Research pursuant to clause 4, which shall be specified by us.

[Research Collaborators: means **[**insert registered details of the relevant legal entities (e.g. company’s registered name and address and company number, or an institution’s Royal Charter number and registered name and address)**]**.**]**

Research Manager: means the individual who has been nominated to represent us for the purposes of this Agreement.

1. Research practice and obligations

1.1 You shall use the Grant exclusively for the delivery of the Research to be carried out in the Territory and in accordance with this Agreement (including without limitation the budget detailed in your Application) together with any other reasonable requirements notified to you by us from time to time. The Grant shall not be used for any other purpose without our prior written agreement.

1.2 You shall not make any significant change to the Research without our prior written agreement. You shall notify us immediately if any change to the Research is made without our prior written agreement, including without limitation any significant divergence from the original aims and directions of the Research.

1.3 You shall ensure that the Grant Holders conduct and manage the Research, and that they do

so in accordance with the Application and this Agreement, including without limitation Annex 2 hereto, and you shall notify us immediately if any of the Grant Holders significantly reduce or cease their involvement in the Research.

1.4 You agree and accept that you shall not apply for duplicate funding in respect of any part of the Research or any related administration costs that we are funding in full under this Agreement.

1.5 You warrant, undertake and represent that:

1.5.1 you have all necessary resources and expertise to deliver the Research (assuming due receipt of the Grant);

1.5.2 you have not committed, nor shall commit, any act prohibited by this Agreement, including (but not limited to) acts of bribery or corruption as applicable in the UK or in each Territory;

1.5.3 you shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify us immediately of any significant departure from such legislation, codes or recommendations;

1.5.4 you shall comply with all legislation, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Research;

1.5.5 you have and shall keep in place adequate procedures for dealing with any conflicts of interest;

1.5.6 you have and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;

1.5.7 all financial and other information concerning you which has been disclosed to us is true and accurate;

1.5.8 you have taken all necessary action and have all requisite power and authority to enter into and perform this Agreement **[**and the Collaboration Agreement**]** in accordance with the terms therein;

1.5.9 this Agreement **[**and the Collaboration Agreement**]** constitute**[**s**]** (or shall constitute when executed) valid, legal, binding and enforceable obligations upon you in the terms therein;

1.5.10 you are not subject to, and shall not enter into, any contractual or other restriction imposed by your own or any other organisation's rules or regulations or otherwise which may prevent or materially impede you from meeting your obligations in connection with the Grant;

1.5.11 you are not aware of anything in your own affairs, **[**or the affairs of any Research Collaborator,**]** which you have not disclosed to us, which might reasonably have influenced our decision to make the Grant on the terms contained in this Agreement;

1.5.12 since the date of your last accounts there has been no material change in your financial position or prospects; and

1.5.13 all animals involved in the Research shall be used in accordance with the relevant laws applicable in each Territory and the requirements stated in Annex 2, which must provide a standard of use at least equivalent to the standards set out in the codes of practice issued under ASPA (as detailed in Annex 2).

1.6 For the avoidance of doubt, you shall not use the Grant to:

1.6.1 purchase buildings or land;

1.6.2 pay any of your indirect costs, **[**or the indirect costs of any Research Collaborator,**]** including without limitation your overheads notwithstanding that any of those overheads may relate to facilities where the Research is conducted;

1.6.3 pay any part of the salaries of any Permanent Employee; or

1.6.4 pay for any of your expenditure commitments entered into before the commencement

date of this Agreement,

unless this has first been approved by us in writing.

1.7 The Grant will be paid in **[**six (6)**]** instalments during the Grant Period. Unless agreed with us in writing in advance, all payments of the Grant must be spent within the following periods (each a "**Payment Period**"):

1.7.1 the first payment of the Grant, and each alternate payment thereafter, must be spent within twelve (12) months of receipt by you of that payment; and

1.7.2 the second Grant payment, and each alternate payment thereafter, must be spent within six (6) months of receipt by you of that payment,

save for the final payment of the Grant which must be spent by the end of the Grant Period if this falls before the end of the relevant Payment Period. You shall not spend any part of the Grant after the end of the Grant Period without our prior written permission.

1.8 Should any part of the Grant remain unspent or is likely to remain unspent by the end of the relevant Payment Period or, in the case of the final payment, the end of the Grant Period, you must notify us in writing immediately. We will have sole discretion to decide whether any unspent part of the Grant must be returned to us, or may be retained by you to be spent on the Research.

1.9 The Grant is only payable to you and, except as contemplated as part of the Research by being set out in the Application or as payment for goods or services required by the Research, you shall not, and shall not allow, any part of the Grant to be passed to any third party for any reason, without our prior written permission.

1.10 Any liabilities arising at the end of the Grant Period including any redundancy liabilities for staff employed by you to deliver the Research must be managed and paid for by you using other resources available to you. There will be no additional funding available from us for this purpose.

2. Finance

2.1 Subject to the provisions of this clause 2, the Grant will be paid in biannual instalments during the Grant Period following execution and completion of this Agreement. The first payment will be made on or before the Start Date, or once a counter-signed copy of this Agreement is received by the Funder, whichever is later. You agree and accept that payments of the Grant will only be made subject to satisfactory progress being made on the Research, which is determined by us in our absolute discretion, and for use for proper expenditure in the delivery of the Research in accordance with clause 1 above.

2.2 **[WHERE A COLLABORATION AGREEMENT MUST BE ENTERED INTO**:**]** All payments of the Grant are conditional upon the Grantee entering into and abiding by the Collaboration Agreement, the terms of which must be satisfactory to and approved by the Funder in its absolute discretion. **[**With the prior written agreement of the Funder, the Grantee may delay entering into the Collaboration Agreement until after it has received the first payment of the Grant, but must enter into the Collaboration Agreement by no later than [●] 20[●].**]** The Grantee shall ensure that the Collaboration Agreement is validly executed by all parties thereto and that a copy of the fully executed Collaboration Agreement is provided to the Funder by no later than [●] 20[●].

2.3 **[WHERE A COLLABORATION AGREEMENT MUST BE ENTERED INTO**: If the Grantee fails to meet any of the conditions set out in paragraph 2.2, or if the Collaboration Agreement is

terminated by any party thereto for any reason or if, for whatever reason, the Grantee ceases to hold any licence granted to it pursuant to the Collaboration Agreement:

2.3.1 the Grantee must notify the Funder in writing immediately; and

2.3.2 the Funder shall have, in its absolute discretion, the right to delay, suspend, withhold or cancel all or any payments of the Grant.

2.4 **[WHERE A COLLABORATION AGREEMENT MUST BE ENTERED INTO**: The Grantee shall ensure that the Collaboration Agreement contains the following provisions:

2.4.1 a right for the Grantee to receive a share of any revenue and, if applicable, equity derived from any exploitation or use of any Arising IP as defined in clause 5.2, below;

2.4.2 an obligation upon the Research Collaborators to provide to the Grantee all information (including without limitation any documents or materials, whether stored electronically or in hardcopy) and notifications that may be required by the Grantee to fulfil its obligations pursuant to this Agreement; and

2.4.3 any other right for the benefit of the Grantee, or any obligation upon the Research Collaborators, that is required by the Grantee for it to fulfil its obligations pursuant to this Agreement. **]**

2.5 The amount of the Grant shall not be increased in the event of any overspend by you in your delivery of the Research.

2.6 **[(For Grant Holders in the UK**): Payments will be made in UK Pounds Sterling and the sums paid over to you will be inclusive of any currency conversion fees that may be incurred.

[OR (for Grant Holders in the US): The Grant will be awarded in UK Pounds Sterling ("**GBP**"). We will pay to you an amount in US Dollars ("**USD**") that is equivalent to the Grant sum to be paid in GBP, calculated by reference to the GBP to USD exchange rate at the time and date on which payment instalments are made. For the avoidance of doubt, all sums paid to you will be inclusive of any currency conversion fees and any applicable taxes that may be incurred.**]**

[OR (**for Grant Holders in the Eurozone**): The Grant will be awarded in UK Pounds Sterling ("**GBP**"). We shall pay to you an amount in Euros ("**EUR**") that is equivalent to the Grant sum to be paid in GBP, calculated by reference to the GBP to EUR exchange rate at the time and date on which payment instalments are made. For the avoidance of doubt, all sums paid to you will be inclusive of any currency conversion fees and any applicable taxes that may be incurred.**]**

2.7 You shall promptly repay to us any money incorrectly paid to you either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by you.

2.8 Our intention is that the Grant will be paid to you in full. However, without prejudice to our other rights and remedies, we may at our discretion withhold or suspend payment of the Grant if:

2.8.1 we consider that you have not made satisfactory progress with the delivery of the Research, to be determined by us in our absolute discretion;

2.8.2 one of the Grant Holders ceases to be involved in the conduct or management of the Research;

2.8.3 you are, in our reasonable opinion, delivering the Research in a negligent manner;

2.8.4 you obtain funding from a third party which, in our reasonable opinion, undertakes activities that are likely to bring the reputation of the Research or us into disrepute;

2.8.5 you provide us with any materially misleading or inaccurate information;

2.8.6 you breach any applicable laws, codes or other regulations in the UK and/or the Territory;

2.8.7 any of your employees, sub-contractors, agents or volunteers has: (i) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Research; or

(ii) taken any actions which, in our reasonable opinion, bring or are likely to bring our name or reputation into disrepute;

2.8.8 we are, at any time during the Grant Period, no longer satisfied that the Research is in keeping with our charitable objectives following any significant divergence from the Research as set out in the Application;

2.8.9 you cease to operate for any reason, or pass a resolution (or any court of competent jurisdiction makes an order) that you shall be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);

2.8.10 you become insolvent, or are declared bankrupt, or are placed into receivership, administration or liquidation, or a petition has been presented for your winding up, or you enter into any arrangement or composition for the benefit of your creditors, or you are unable to pay your debts as they fall due; or

2.8.11 you fail to comply with any of the terms and conditions set out in this Agreement and fail to rectify any such failure within thirty (30) days of receiving written notice detailing the failure.

2.9 Without prejudice to our other rights and remedies, we may withhold any further payments of the Grant and, at our discretion, require repayment of all or part of the Grant if:

2.9.1 you use any part of the Grant for purposes other than those for which the Grant has been awarded;

2.9.2 the undertaking of the Research does not start within six (6) months of the Start Date and you have failed to provide, to our satisfaction, a reasonable explanation for the delay; or

2.9.3 you obtain duplicate funding from a third party for the Research.

2.10 We may retain or set off any sums owed to us by you which have fallen due and payable against any sums due to you under this Agreement or any other agreement pursuant to which you provide goods or services to us.

2.11 Should you be subject to financial or other difficulties which are capable of having a material impact on the effective delivery of the Research or your compliance with this Agreement, you will notify us as soon as possible so that, if possible, and without creating any legal obligation, we will have an opportunity to provide assistance in resolving the problem or to take action to protect us and the Grant monies.

2.12 The Grant shall be shown in your accounts as a restricted fund and shall not be included under general funds. You shall acknowledge the Grant in your annual report and accounts, including an acknowledgement of us as the source of the Grant.

2.13 You shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by you, together with details of invoices, receipts and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six (6) years following receipt of any Grant monies to which they relate. We shall have the right to review, at our reasonable request, your accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.

2.14 On each anniversary of the Start Date during the Grant Period, and within two months of the End Date, you must send to us a signed report detailing all Grant income and expenditure.

2.15 If required, you will send us upon request two copies of your most recently audited accounts.

3. Dissemination and publicity

3.1 Following appropriate protection of Intellectual Property Rights (in accordance with clause 5 below), you shall ensure that all Research outcomes are published in an appropriate form, which shall be at least one paper in a peer-reviewed journal. You shall promptly notify us each

time a paper referring to the Research is accepted for publishing by any journal or any other publisher.

3.2 Dissemination of the Research results may be reasonably delayed to enable protection of Intellectual Property Rights, in accordance with clause 5. If such delay occurs, you shall notify us in writing.

3.3 The Grantee shall ensure that electronic copies of any publications of the Research are made available through PubMed Central (PMC) or Europe PubMed Central (Europe PMC), as soon as possible and in any event within six (6) months of the journal publisher's official date of final publication.

3.4 If you do not publish the findings of the Research to our reasonable satisfaction, then we will have the right, but not the duty, to make or arrange for such publication. This right will only be exercised six (6) months after we give you written notice that you are failing to publish the Research findings to our satisfaction.

3.5 You shall acknowledge our support in any materials that refer to the Research and in any written or spoken public presentations about the Research. Such acknowledgements shall include our name and logo (or any future name or logo adopted by us) using the templates provided by us from time to time. In using our name and logo, you shall comply with all reasonable branding guidelines issued by us from time to time.

3.6 You agree to participate in and co-operate with promotional activities relating to the Research that may be instigated and/or organised by us and shall comply with all reasonable requests from us to facilitate visits, provide reports, statistics, photographs and case studies that will assist us in our promotional and fundraising activities relating to the Research.

3.7 You grant us the right to use any information, other than any information that you have specifically identified as being confidential, which is provided in the Application, the reports submitted pursuant to this Agreement, or otherwise provided by you to us, for any of our promotional and fundraising activities. Such activities may include, without limitation, creating summaries for use on our website, in fundraising appeals or reports to donors, or writing articles in our membership magazine.

3.8 We shall consult you prior to issuing any statement to the press about the Grant or the Research.

3.9 You must obtain our written approval of any press statements about the Grant or the results of the Research prior to them being issued.

4. Reporting and Research progress

4.1 Throughout the Grant Period, you will submit progress reports as requested by us via the Reporting Facility (usually annually on or before 1 November). These reports will detail and identify the following:

4.1.1 all successes and failures in relation to any benchmarks set out in the Application; and

4.1.2 if applicable, any circumstances which may prevent the Research from being completed within the Grant Period or which may cause the Research to continue in any way that deviates materially from the Application.

If you are unable, for whatever reason, to submit a report via the Reporting Facility, you will promptly notify us and will comply with any alternative submission arrangements as directed by us.

4.2 Throughout the Grant Period you will also provide, promptly upon our request, brief written reports on the progress of the Research in accordance with our specification, to be submitted directly to us. You shall also promptly upon request provide us with such further information, explanations and documents as we may reasonably require in order for us to establish that the Grant has been used exclusively in accordance with this Agreement.

4.3 You will permit both us and our authorised representatives by prior appointment upon reasonable notice to visit the facilities at which the Research is being conducted and to observe

the Research, for the purpose of discussing, monitoring and evaluating your fulfilment of the conditions of this Agreement.

4.4 Within three months of the End Date, you will provide a comprehensive report in accordance with our specification, detailing all outcomes of the Research, which you shall submit to us through the Reporting Facility. You shall also provide directly to us a separate written report in accordance with our specification, containing narrative detail of the Research outcomes.

4.5 You shall ensure that all material Research milestones specified within the Application (a "**Milestone**") are met within a reasonable period relative to the timeframe set out in the Application, and you must notify us as soon as you become aware that a Milestone is unlikely to be met. If a Milestone cannot be re-negotiated between you and us within sixty (60) days of your notification, we have the right to stop making payments of the Grant and to terminate this Agreement immediately upon written notice.

4.6 You shall closely monitor the delivery and success of the Research throughout the Grant Period to ensure that the aims and objectives of the Research are being met and that this Agreement is being adhered to.

4.7 Upon our request, you will provide updates on the progress of the Research and the Research outcomes following the end of the Grant Period, via the Reporting Facility, upon the one year and five year anniversaries of the end of the Grant Period. This obligation shall continue after the expiry or termination of this Agreement, for any reason.

5. Intellectual property

5.1 The parties agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, know how and any other Intellectual Property Rights whatsoever owned by either us or you before the Start Date or developed by either party to this Agreement during the Grant Period, shall remain the property of that party.

5.2 Where we have provided our name and logo for use by you in accordance with this Agreement, you shall immediately upon our request at any time cease to use our name and logo.

5.3 You agree to promptly disclose to us all Intellectual Property Rights including any inventions, ideas, improvements, processes, devices, products, new uses, know-how or the like, whether patentable or unpatentable, which you, alone or jointly with others, may conceive, invent or produce during the Research or which may result from the Research, whether on its own or where combined and used in conjunction with the results of the Research ("**Arising IP**"). You shall provide a copy of any Arising IP to us.

5.4 Should any Arising IP be created, then we require you to consider whether the protection and exploitation of such Arising IP is appropriate in the circumstances. Subject to clause 5.5, you shall use all reasonable endeavours to protect and exploit any Arising IP and must obtain our written permission (not to be unreasonably withheld) before protecting or exploiting the Arising IP, including taking any steps to make any commercial use of, or grant to any third party any exploitation rights over such Arising IP.

5.5 As a condition of this Agreement, we will require you to share with us revenue and, where arising, equity received by you from the commercialisation or exploitation of such Arising IP. Our share of any such revenue and equity will be proportionate to the total of our funding of the Research, provided under this Agreement or otherwise, and will be shared with us pursuant to fair and reasonable terms and conditions to be entered into between you and us after the Arising IP has arisen that will govern the revenue and equity sharing arrangement ("**Revenue and Equity Sharing Terms**").

5.6 If you do not protect, manage or exploit any Arising IP to our reasonable satisfaction, then we shall have the right, but not the duty, to do so. This right will only be exercised six (6) months

after we give you written notice that you are failing to protect, manage or exploit such Arising IP to our satisfaction.

6. Liability

6.1 To the extent permitted by law, we accept no liability for any consequences, whether direct or indirect, that may come about from the conduct of the Research, the use of the Grant or from withdrawal of the Grant.

6.2 You shall indemnify us and our employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of:

6.2.1 your breach of applicable laws, regulations, codes of conduct or other guidance from authorities in relation to the Research, including (but not limited to) failure to obtain the licenses and consents required for the Research and/or a breach of the provisions in Annex 2;

6.2.2 breach of any third party Intellectual Property Rights;

6.2.3 your acts or omissions which lead to any damage, or potential damage, to our reputation, name or logo; and

6.2.4 our potential loss of revenue share in respect of the commercialisation of or other use of any Arising IP in breach of the provisions of clause 5.

7. Term and Termination

7.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until either (i) the expiry of the Grant Period; or (ii) for so long as any Grant monies remain unspent by you, whichever is longer, save any obligations under this Agreement which remain in force following expiry or termination of this Agreement for any reason which shall continue until such obligations have been completed.

7.2 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

7.3 We may terminate this Agreement and any Grant payments on giving you one (1) calendar month's written notice should we be required to do so for any reason.

7.4 Either party may terminate this Agreement, with immediate effect on providing thirty (30) days' prior written notice, if the other party has committed a material breach of the Agreement and if such material breach has not been remedied during the notice period.

7.5 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination for any reason or expiry of this Agreement shall remain in full force and effect. Any rights and remedies accrued under this Agreement will not be affected by the termination of this Agreement, nor shall termination of this Agreement affect any Revenue and Equity Sharing Terms in place between the Parties.

8. Variation

No amendments to this Agreement will be effective or enforceable unless agreed by us and evidenced in writing.

9. Assignment

Other than as set out in this Agreement, you may not without our prior written consent assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or transfer or pay to any other person any part of the Grant.

10. Contracting status

10.1 Where you are neither a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Grantee shall

be jointly and severally liable for the Grantee's obligations and liabilities arising under this Agreement.

10.2 This Agreement shall not create any partnership or joint venture between us and you, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

11. Waiver and Severance

11.1 No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy nor shall it preclude or restrict any further exercise of that right or remedy or any other. No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of that or any other right or remedy. A waiver of any right under this Agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default.

11.2 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

12. Entire Agreement

This Agreement sets out the entire agreement of the parties and supersedes all prior agreements and understandings relating to its subject matter.

13. Third parties

13.1 You shall ensure that the Grant Holders adhere to all of the terms of this Agreement.

13.2 Any staff recruited by you in connection with the Research are your employees and you shall be solely responsible for them and for any costs, taxes and liabilities arising under any present or future employment law or regulations.

13.3 This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

14. Insurance

You shall effect and maintain with a reputable insurance company a policy or policies, providing limits of cover of an appropriate level for the Research, in respect of all risks which may be incurred by you, arising out of your performance of the Agreement, including death or personal injury, loss of or damage to property, breach of third party intellectual property rights or any other loss. You shall (on request) supply to us a copy of all such insurance policies.

15. Dispute Resolution

15.1 In the event of any complaint or dispute (including any dispute concerning our right to withhold funds or terminate) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the Research Manager or any other individual nominated by us from time to time.

15.2 Should the complaint or dispute remain unresolved within fourteen (14) days of the matter first being referred to the Research Manager or other nominated individual, as the case may be, either party to this Agreement may refer the matter to the Executive Director for Biomedical Research of Action on Hearing Loss and a senior member of staff nominated by you for this purpose, with an instruction to attempt to resolve the dispute by agreement within twenty-eight (28) days, or such other period as may be mutually agreed by you and us.

15.3 In the absence of a resolution of the complaint or dispute pursuant to the process set out in clause 15.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed

by both parties). Unless otherwise agreed in writing, the parties shall bear the costs and expenses of the mediation equally.

16. Notices

All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, emailed, or mailed (by first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered or if emailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing. For the purpose of this clause, "**working day**" means any day that is not a Saturday or a Sunday or a day on which the Bank of England is closed for business.

17. Counterparts

This Agreement may be executed simultaneously in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

18. Governing law

Without prejudice to your obligations to comply with the laws and regulations of each Territory, the terms of this Agreement will be interpreted in accordance with the laws of England and Wales, and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

ANNEX 2

RESEARCH

1. The Research must be conducted in accordance with the Application attached as Annex 1 of this Agreement, the requirements set out below and the terms and conditions of this Agreement, and in accordance with any other reasonable requirements notified to you by us from time to time.
2. You shall ensure that the Research is conducted in compliance with the relevant statutes and regulations applicable to each Territory, and in particular those relating to health and safety.
3. Before the Research begins, and during the Research as may be required, you shall promptly obtain all consents and licences (including without limitation all institutional and personal licences, licences under ASPA and consents from the relevant ethical committees) that are necessary for the conduct of the Research and shall provide to us a copy of all such licences and consents.
4. Research conducted in the UK involving vertebrates and cephalopods that are subject to scientific procedures that may cause pain, suffering, distress or lasting harm must comply with the provisions of ASPA. All animals involved in the Research shall be kept in accordance with the codes of practice issued under ASPA. If the Research is conducted outside of the UK, all animals shall be kept to a standard that is at least equivalent to that set out under ASPA.
5. You shall permit the use of animals in scientific procedures only where there is no reasonable alternative available. Research should be planned with the welfare of the animals in mind, including the protection of the environment in which they live. Anyone involved in the care and handling of animals must be properly trained and fully aware of the legal and ethical issues involved.
6. Experiments using animals must use the simplest possible, or least sentient, species of animal, ensure that distress and suffering are avoided wherever possible and employ an appropriate experimental design and use the minimum number of animals consistent with ensuring that the scientific objectives will be met. You shall ensure that the Research is conducted in compliance with the rules and guidelines stated on the website of the National Centre for Replacement, Refinement and Reduction ("**NC3R"**): http://www.nc3rs.org.uk/.
7. You shall ensure that, where the Research involves the use of animals, all persons conducting the Research implement and adhere to the NC3R guidelines, 'Responsibility in the Use of Animals in Bioscience Research' (www.nc3rs.org.uk/responsibility).
8. You shall ensure that, where the Research involves the use of non-human primates, all persons conducting the Research comply with the NC3R guidelines, 'Primate Accommodation, Care and Use' (http://www.nc3rs.org.uk/non-human-primate-accommodation-care-and-use).
9. You shall ensure that the Research is conducted and all experiments are designed in a manner that conforms to the Animal Research: Reporting of *In Vivo* Experiments ("**ARRIVE**") guidelines (http://www.nc3rs.org.uk/arrive-guidelines), and ensure that animal-based studies are reported in accordance with the ARRIVE guidelines as far as possible, taking into account the specific editorial policies of the journal concerned.