



Department for
International Trade

Volume Group
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Lindsay Allen
Senior Programme Manager, D2N2,
8 Experian Way, NG2 Business Park,
Nottingham
NG2 1EP
On behalf of Nottingham City Council
Loxley House
Station Street
Nottingham
NG2 3NG

11 October 2016

Dear Lindsay

UKTI – Life Sciences Project Grant - £35,000

I am pleased to inform you that the Secretary of State for BEIS, acting through UK Trade and Investment (“UKTI”) is willing to provide Nottingham City Council (the “Delivery Partner”) with a grant (the “Grant”) on the terms and conditions set out in this letter and the appendices to it.

The Grant will be paid as a contribution toward the costs incurred by the Delivery Partner:

- (a) in the course of the activity (the “Funded Activity”) described at Appendix A, during
- (b) the period ending 31 March 2017 (the Funding Period”)

The general terms and conditions applicable to the Grant are set out at Appendix B.

This offer may be accepted by returning the enclosed copy of it, signed by a person who is duly authorised to do so on your behalf. If the offer is accepted, this letter and the appendices to it will constitute the “Agreement” between us (together, the “Parties”) in respect of the Grant.

Yours,

Ian Harrison, Acting Director Exports and Investment, Midlands Engine

Signed for and on behalf of: [Grant Recipient]

Name:

Date:

Appendix A - The Funded Activity

Midlands Engine – Life Sciences Project

Objective:

The project will look to exploit the region's usp in Life Sciences, and to grow FDI in this sector, with particular focus on expansion by export oriented foreign investors in the sector.

Local partners from SEMLEP, Greater Birmingham and Solihull, Coventry and Warwickshire, Leicester and Leicestershire and Lincolnshire LEPs as a minimum must be involved throughout.

Outputs

1. Collateral

To produce by 31.03.17 a whole Midlands Life Sciences proposition, in conjunction with Midlands LEP partners which can be used to promote the region's FDI offer and potential overseas. This collateral to be sense checked with the UKTI (DIT) Life Sciences sector team and to be GREAT branded. Healthcare and Translational medicine to be included in the proposition. Research to identify the usp of the region in these sectors to be carried out as necessary to assist in the preparation of the proposition.

2. Events

To coordinate a Midlands-wide presence at any events relevant to attracting or growing FDI companies in the sector. To host any training/ fact-finding visits for overseas groups from target markets for the sector.

3. Pipeline

To identify, by 31.03.17, 5 additional projects to be added to the Life Sciences pipeline for the region in the Life Sciences sector through identification and targeting of existing overseas companies.

4. Governance

A review of progress and future plans will be conducted with DIT and interested LEP partners on a monthly basis and will be shared with the Midlands Engine Promotion Group.

Appendix B

General Terms and Conditions

1. Definitions

In addition to the terms defined in the attached letter:

“Confidential Information” means any information or data disclosed in confidence by one Party to another in the course of this Agreement, **including** any commercial, policy, financial, technical, scientific, operational, personnel, personal, property, and other information, (and any copy of such information), whether or not marked or designated as “confidential”, which ought reasonably to be considered as confidential, **except** any information which:

- (a) at the time of disclosure, is already public knowledge, or subsequently becomes public knowledge, other than by way of any breach of this Agreement, or
- (b) prior to the disclosure, was not subject to any confidentiality obligation of any sort, or
- (c) is properly disclosed under any legal requirement to a designated court, regulatory or other body, or
- (d) prior to the disclosure, had already been generated by, or was otherwise known by, the recipient;

“Law” means any Legislation, and any enforceable right within the meaning of the European Communities Act 1972, and any applicable regulation, order, or mandatory code of practice, or any judgement of a competent court;

“Legislation” means any UK Act of Parliament or subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978;

“Third Party” means any person other than a Party, and

the words “included” and “including” and “for example” shall be read and construed as if they were immediately followed by “but without limitation”.

2. Termination

2.1 UKTI may by written notice, either immediately or otherwise, terminate this Agreement if:

- (a) the Delivery Partner becomes subject to any insolvency event or change of control, (as defined in the relevant Legislation) or
- (b) the Delivery Partner is in material breach of any provision of this Agreement, or otherwise materially fails to fulfil its obligations in respect of this Agreement, or
- (c) any representation or warranty made or given by or on behalf of the Delivery Partner, on which UKTI relied in relation to the Grant, is found or held to have been materially untrue or misleading.

2.2 Termination of this Agreement shall be without prejudice to any rights which may have accrued, or to any remedies which may be available, to either Party, as at the date on which the Agreement is terminated.

3. Payment and Set-Off

- 3.1 The Grant shall be paid in arrears within 30 days after receipt of a valid invoice submitted by the Delivery Partner.
- 3.2 Payment or receipt of all or part of the Grant is without prejudice to any claim or rights that either Party may have against the other, and shall not constitute, or be construed as, any admission by either Party as to the fulfilment by the other Party of its obligations in respect of this Agreement.
- 3.3 Any sum of money which is recoverable from, or payable by the Delivery Partner in connection with this Agreement may, at UKTI's discretion, be deducted from any sum then due, or which at any time may subsequently become due, to the Delivery Partner under this Agreement or any other contract between the Parties.

4. Confidentiality

- 4.1 Each Party shall at all times as far as reasonably practicable:
- (a) treat any Confidential Information as confidential and safeguard it accordingly, and to the same standard as it would safeguard any confidential information relating to its own business;
 - (b) subject to paragraph 4.3 below, not further disclose any Confidential Information to any Third Party except for the proper purposes of this Agreement, or with the prior written approval of the other Party and, in respect of any such further disclosure, use its reasonable efforts to impose upon each intended Third Party recipient similar confidentiality obligations as are set out in this Agreement.
 - (c) limit access to any Confidential Information to such of its staff, professional advisers, and agents ("individual recipients") as may reasonably need to have such access, and shall ensure that each individual recipient is made aware of the confidentiality provisions of this Agreement, and of his or her respective obligations concerning the Confidential Information, (by the imposition of individual confidentiality agreements, and/or the provision of training, the display of notices, and any other appropriate means) and shall ensure compliance with those obligations;
 - (d) not seek to commercially exploit, or benefit in any way from any Confidential Information, other than for purposes related to the Funded Activity, except that either Party may use any technique, idea, or know-how which it has independently generated, developed or gained in the course of this Agreement in its normal business (provided that such use would not involve or result in any breach of confidence, or conflict of interest, or any intellectual property right infringement);
 - (e) not use the other Party's name, logo, or brand in any promotion, recruitment or marketing exercise or press announcement or release, without that Party's prior written approval;
 - (f) only copy and retain any Confidential Information to the extent reasonably required for the purposes of the Funded Activity and in order for a Party to comply with its obligations under Law;
 - (g) as soon as reasonably practicable or, unless otherwise agreed, on expiry or termination of this Agreement, (at its own expense and by appropriate means) comply with the other Party's reasonable instructions as to the return, destruction, or deletion of any material (of whatever nature) including any Confidential Information, disclosed by that Party, and
 - (h) immediately notify the other Party by appropriate means, (followed by a written notice as soon as reasonably practicable) of any actual or potential breach of confidence in respect of any Confidential Information, and take any reasonable steps to end, avoid, prevent, reduce or mitigate any adverse effects of any such breach, and subsequently comply with any measures designed to prevent any incidence or recurrence of any breach as the Parties may in writing agree.
- 4.2 Each Party shall be responsible for its own compliance with any information-related obligations under any applicable Law, including the Freedom of Information Act 2000 and the Data Protection Act 1998, and shall provide such co-operation as the other Party may reasonably require in order to comply with any such obligations.

4.3 Nothing in this Agreement shall restrict, prevent or constrain either Party from disclosing any Confidential Information in compliance with any applicable Legislation, or with any order or ruling by a competent court, tribunal, or regulatory body.

5. Dispute Resolution Procedure

5.1 Subject to paragraph 5.4 below, the Parties shall seek to resolve any dispute arising out of or in connection with this Agreement (a "Dispute") in accordance with the procedure set out below.

5.2 The Parties shall in good faith seek to resolve any Dispute at a meeting called for that purpose, or by dialogue conducted by some other appropriate means, involving representatives of broadly corresponding seniority in their respective organisations.

5.3 Any Dispute which remains unresolved by the means described at paragraph 5.2 above shall be referred by the Parties, (each bearing an equal share of any associated costs incurred) to a neutral person (acting as a mediator) appointed either by written agreement or (if the Parties fail to agree on a suitable person) by the Centre for Effective Dispute Resolution of 70 Fleet Street, London EC4Y 1EU.

5.4 Either Party may at any time seek any available remedies from a competent court or tribunal for interim or interlocutory relief in respect of this Agreement, provided that the Parties shall seek to resolve any related Dispute by the means described above.

6. General provisions

6.1 The arrangements described in this Agreement are not exclusive, and neither Party is prevented from entering into similar arrangements with any other person.

6.2 This Agreement constitutes the entire contract between the Parties, and supersedes any prior representations, warranties, or arrangements relating to the Grant.

6.3 Any amendment or variation of this Agreement shall be in writing and signed (which, for this purpose, includes an electronically signed email) by each Party's duly authorised representative, and incorporated (as an Appendix) into the Agreement.

6.4 No failure or delay on the part of either Party to exercise any right or to seek any remedy shall be construed as a waiver of the right or remedy, nor shall any single or partial exercise of any right or remedy.

6.5 The rights and remedies provided in this Agreement are cumulative, and are not exclusive of any rights or remedies provided by law, except where otherwise specified in this Agreement.

6.6 During the Funding Period, either Party shall, at the request of, and at no cost to the other, execute or procure the execution of such documents, or do or procure the doing of such acts and things, as the other Party may reasonably require for the purpose of giving to the other Party the full benefit of the respective provisions of this Agreement.

6.7 Nothing in this Agreement shall constitute, or be construed as, any form of partnership, joint venture, or agency between the Parties, or any guarantee or promise of any future funding or other arrangement between them, and neither Party shall hold itself out to be the partner or agent of the other.

6.8 If any provision of this Agreement is held to be illegal, void, invalid, or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of the Agreement shall not be affected.

6.9 Except where it is expressly provided otherwise in this Agreement, no person who or which is not a Party to this Agreement shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of this Agreement.

- 6.10 The Delivery Partner shall not give, sell, assign, bargain, sub-let, sub-contract, or otherwise dispose of this Agreement or any part of it, or the benefit or advantage of all or any part of it, without UKTI's prior written approval.
- 6.11 Each Party shall:
- (a) use its reasonable efforts to avoid, end, or mitigate the effects of any potential or actual conflict of interest arising from or in connection with this Agreement, and
 - (b) by appropriate means, and as soon as reasonably practicable after becoming aware of it, notify the other in writing of any such potential or actual conflict of interest, and
 - (c) seek in good faith with the other to agree in writing any measures for avoiding, ending, or mitigating any such potential or actual conflict of interest.
- 6.12 Nothing in this Agreement shall affect the ownership of, or any interest in, either Party's intellectual or other property, except that each Party hereby grants to the other (to the extent that it is capable of doing so) a limited licence to use any of its material, documents, information, and intellectual property solely for the purposes of the functioning and management of this Agreement, and for no other purpose whatsoever.
- 6.13 The Delivery Partner shall comply with any instructions or guidance provided by UKTI relating to publicity and branding in respect of this Agreement and the Funded Activity, and shall appropriately acknowledge the contribution made by UKTI to the Funded Activity.
- 6.14 Any notice which a Party is obliged to serve on the other in relation to this Agreement shall be written and addressed to the respective address shown on the attached letter, and either Party may change its address for that purpose by written notice served in accordance with this paragraph.
- 6.15 This Agreement shall be governed by, and construed in accordance with, the law of England and Wales, and the Parties hereby irrevocably submit to the exclusive jurisdiction of the English and Welsh courts.