

UFSCar N.º: 012/2026 Processo: 23112.029054/2025-51

ACADEMIC COLLABORATION AGREEMENT (LONG FORM)

THIS COLLABORATION AGREEMENT dated 13 February 2026 is made **BETWEEN:**

- (1) **UNIVERSITY COLLEGE LONDON**, a body incorporated by Royal Charter under number RC000631 whose administrative offices are at Gower Street, London, WC1E 6BT (hereinafter “**Lead University**”);
- (2) **UNIVERSIDADE FEDERAL DE SÃO CARLOS**, a legal entity of public law created by Law number 3835/1960, of 13 December, whose administrative offices are at *Rodovia Washington Luís* km 235, São Carlos, State of São Paulo, 13565-905, Brazil (hereinafter “**UFSCar**”);
- (3) **MAASTRICHT UNIVERSITY**, more specifically the Faculty of Health, Medicine and Life Sciences (FHML) and its Institute of Nutrition and Translational Research in Metabolism (NUTRIM), a public entity according to the laws of the Netherlands, registered at the Dutch Chamber of Commerce under registration number 50169181, having its principal address at Minderbroedersberg 4-6, 6211 LK Maastricht, the Netherlands, on behalf of the Executive Board represented by Prof. Dr. A. M. W. J. Schols, dean FHML (hereinafter “**MU**”).

Each a “Party” and collectively the “Parties”. Party (2) and (3) are each a “Collaborating University” and collectively the “Collaborating Universities”.

BACKGROUND

- A. The Lead University was the lead applicant in a proposal to the UKRI (the “**Funding Body**”), for a research project called “*Speaking up for COPD through Artificial Intelligence in Brazil*” (the “**Project**”) as set out in Schedule 1; and
- B. The Funding Body has awarded a contract to the Lead University to carry out the Project and this is set out in Schedule 2 (the “**Contract**”); and
- C. The Lead University wishes the Collaborating Universities to carry out a portion of the project as envisaged in the proposal to the Funding Body.

This Collaboration Agreement sets out the terms under which the Parties shall perform the Allocated Work (as defined below):

THE PARTIES HEREBY AGREE:

1. DEFINITIONS

- 1.1. The following expressions shall have the following meanings in this Collaboration Agreement including its recitals, unless the context requires otherwise:

“Allocated Work”	shall mean the research to be performed by each Party in the Project.
------------------	---

<p>“Background”</p>	<p>shall mean all inventions, designs, information, specifications, formulae, improvements, discoveries, know-how, data, processes, methods, techniques and the Intellectual Property therein owned or controlled by any Party prior to commencement of or independently from the Project, and which the owning Party contributes or uses in the course of performing the Project. For the avoidance of doubt, Background does not include Results.</p> <p>Each Party may choose to identify such Background in Schedule 4.</p>
<p>“Co-investigators”</p>	<p>shall be Professor Renata Mendes at UFSCar and Dr Sami Simons at MU.</p>
<p>“Confidential Information”</p>	<p>shall mean any Background disclosed by one Party to the others for use in the Project and any Results in which that Party owns the Intellectual Property.</p>
<p>“Contract”</p>	<p>has the meaning given to it in paragraph (B) of the Background section.</p>
<p>“Date of Withdrawal”</p>	<p>has the meaning given to it in Clause 6.1.</p>
<p>“Funding Body”</p>	<p>has the meaning given to it in paragraph (A) of the Background section.</p>
<p>“Intellectual Property”</p>	<p>shall mean intellectual property of any description including, but not limited to, patents, copyrights, database rights, design rights (registered and unregistered), trade marks, trade names and service marks, applications for any of the above.</p>
<p>“Principal Investigator”</p>	<p>shall be Professor John Hurst at the Lead University, or their successor as agreed by the Funding Body.</p>
<p>“Project Period”</p>	<p>shall mean 7 February 2025 to 7 February 2028.</p>
<p>“Protocol”</p>	<p>The Protocol is to be provided to the Collaborating Universities following signature of this Collaboration Agreement.</p>
<p>“Participant Data”</p>	<p>means information or data that is collected from individuals in the performance of the project.</p>

<p>“Results”</p>	<p>shall mean all inventions, designs, information, specifications, formulae, improvements, discoveries, know-how, data, processes, methods, techniques and the Intellectual Property therein which is generated or first reduced to practice by any Party or Parties directly as a result of the work undertaken in accordance with this Collaboration Agreement.</p>
<p>“Terminating Party”</p>	<p>has the meaning given to it in Clause 7.3.</p>
<p>“Withdrawing Party”</p>	<p>has the meaning given to it in Clause 6.1.</p>

In this Collaboration Agreement, references to Clauses and Schedules refer to clauses and schedules of this Collaboration Agreement; and the singular form of any word includes the plural, and vice versa, as required by the context.

2. THE PROJECT

- 2.1. The Parties will each use their reasonable endeavours to collaborate on the Project as described in Schedule 1 of this Collaboration Agreement including any modifications, deletions or expansions approved in writing by all Parties, in accordance with the provisions of this Collaboration Agreement, the Protocol and the consent of the participants and in such a way as to enable the Lead University to comply with Lead University’s obligations to the Contract. The Parties to this Collaboration Agreement shall be bound *mutatis mutandis* by the terms and conditions of the Contract, which form part of this Collaboration Agreement; except that provisions of the Contract that are particular to the Lead University and/or other parties to the Contract shall apply only to those parties. In the event of any conflict between the terms of this Collaboration Agreement and the terms of the Contract, then the terms of the Contract will prevail.

- 2.2. The Project shall be performed by or under the direction and supervision of the Principal Investigator and Co-investigators as listed in the original proposal to the Funding Body.

- 2.3. In respect of the Allocated Work, each Party will use its reasonable endeavours to provide adequate facilities; to obtain any requisite materials, equipment and personnel; and to carry out the work diligently within the scope of this Collaboration Agreement. Although each Party will use its reasonable endeavours to perform the Project, no Party undertakes that work carried out under or pursuant to this Collaboration Agreement will lead to any particular result, nor is the success of such work guaranteed. For the avoidance of doubt, nothing in this Clause 2.3 purports to permit any Party to reverse engineer or otherwise analyse any of the materials provided to it under this Collaboration Agreement except in accordance with the provisions of this Collaboration Agreement and to the extent applicable by law.

3. NO PAYMENT

3.1. Each Party shall:

- 3.1.1 be responsible for its own costs incurred in connection with the Project; and
- 3.1.2 not be entitled to charge the other Party for any materials (including any Background), equipment and/or personnel it provides in connection with the Project and/or the Collaboration Agreement.

4. PUBLICATION AND CONFIDENTIALITY PROCEDURES

4.1. Subject to Clauses 4.4 and 4.5, each Party will use all reasonable endeavours not to disclose to any third party any Confidential Information nor use for any purpose except as expressly permitted by this Collaboration Agreement, any of another Party's Confidential Information.

4.2. No Party shall incur any obligation under Clause 4.1 with respect to information which:

- 4.2.1. is known to the receiving Party before the start of the Project Period, and not impressed already with any obligation of confidentiality to the disclosing Party; or
- 4.2.2. is or becomes publicly known without the fault of the receiving Party; or
- 4.2.3. is obtained by the receiving Party from a third party in circumstances where the receiving Party has no reason to believe that there has been a breach of an obligation of confidentiality owed to the disclosing Party; or
- 4.2.4. is independently developed by the receiving Party; or
- 4.2.5. is approved for release in writing by an authorised representative of the disclosing Party; or
- 4.2.6. the receiving Party is specifically required to disclose in order to fulfil an order of any Court of competent jurisdiction provided that, in the case of a disclosure under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, none of the exemptions in those Acts applies to the Confidential Information.

4.3. If a Party receives a request under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 to disclose any Confidential Information, it will notify and consult with the other Parties. The other Parties will respond within five working (5) days after receiving notice if the notice requests assistance in determining whether or not an exemption in that Act applies.

Publications:

4.4. The Project will form part of the actual carrying out of a primary charitable purpose of the Parties; that is, the advancement of education through teaching and research. There must therefore be some element of public

benefit arising from the Project, and this is secured through the following sub-clauses.

- 4.4.1. This Collaboration Agreement shall not prevent or hinder registered students of any Party from submitting for degrees of that Party theses based on results obtained during the course of work undertaken as part of the Project; or from following that Party's procedures for examinations and for admission to postgraduate degree status.
 - 4.4.2. In accordance with normal academic practice, all employees, students, agents or appointees of the Parties (including those who work on the Project) shall be permitted:
 - 4.4.2.1. following the procedures laid down in Clause 4.5, to publish results, jointly where applicable, obtained during the course of work undertaken as part of the Project; and
 - 4.4.2.2. in pursuance of the Parties' academic functions, to discuss work undertaken as part of the Project in internal seminars and to give instruction within their organisation on questions related to such work.
 - 4.5. Each Party will use all reasonable endeavours to submit material intended for publication to the other Parties in writing not less than thirty (30) days in advance of the submission for publication. The publishing Party may be required to delay submission for publication if in any other Party's opinion such delay is necessary in order for that other Party to seek patent or similar protection for material in respect of which it is entitled to seek protection, or to modify the publication in order to protect Confidential Information. A delay imposed on submission for publication as a result of a requirement made by the other Party shall not last longer than is absolutely necessary to seek the required protection; and therefore shall not exceed three (3) months from the date of receipt of the material by the publishing Party, although the publishing Party will not unreasonably refuse a request from the other Party for additional delay in the event that property rights would otherwise be lost. Notification of the requirement for delay in submission for publication must be received by the publishing Party within thirty (30) days after the receipt of the material by the other Party, failing which the publishing Party shall be free to assume that the other Party has no objection to the proposed publication.
 - 4.6. The provisions of Clause 4.1 and 4.2 shall survive for a period of five (5) years from the date of termination of this Collaboration Agreement. The provisions of Clause 4.5 shall survive for a period of one (1) year from the date of termination of this Collaboration Agreement.
- 5. INTELLECTUAL PROPERTY RIGHTS**
- 5.1. For the avoidance of doubt, all Background used in connection with the Project shall remain the property of the Party introducing the same. No Party will make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the ownership or use of any of

the Background of the other Parties except under the terms of this Collaboration Agreement. Each Party acknowledges and confirms that nothing contained in this Collaboration Agreement shall give it any right, title or interest in or to the Background of the other Parties save as granted by this Collaboration Agreement. The Parties agree that any improvements or modifications to a Party's Background arising from the Project which are not severable from that Background will be deemed to form part of that Party's Background.

- 5.2. Each Party hereby grants to the other Parties a royalty-free, non-exclusive licence for the duration of the Project to use its Background for the sole purpose of carrying out the Project. No Party may grant any sub-licence over or in respect of the other's Background.
- 5.3. Each Party may choose to identify their Background in Schedule 4 of the Agreement. This is a non-exhaustive list, and the Parties can update this list from time to time.
- 5.4. Each Party shall own the Results generated by its employees, students and/or agents under the Project and shall ensure that it secures ownership of such Results from its employees, students and agents. Subject to the terms of the Contract, the Party owning any Results shall be entitled to use and exploit such Results as that Party sees fit, and subject always to Clauses 5.6 and 5.7. For the avoidance of doubt, Participant Data shall belong to UFSCar.
- 5.5. Each Party shall promptly disclose to the other Parties all Results generated by it and each Party shall co-operate, where required, in relation to the preparation and prosecution of patent applications and any other applications relating to the Results.
- 5.6. Where any Results are created or generated by two or more Parties jointly and it is impossible to segregate each Party's intellectual contribution to the creation of the Results, the Results will be jointly owned by those Parties in equal, undivided shares. Subject to the Contract, the owning Parties may take such steps as they may decide from time to time, to register and maintain any protection for those Results, including filing and prosecuting patent applications for any Results, and taking any action in respect of any alleged or actual infringement of the Results. If one or more of the owners does not wish to take any such step or action, the other owner Party or owning Parties may do so at their expense, and the Party not wishing to take such steps or action will provide, at the expense of the owning Party or owning Parties making the request, any assistance that is reasonably requested of it.
- 5.7. Subject to the Contract, either joint owner of any of the Results may commercially exploit the Results upon consultation and written agreement with the other owning Party or owning Parties. In such circumstances, the Party which is commercially exploiting the Results will pay the other owning Party or owning Parties a fair and reasonable royalty rate/revenue, or other form of financial compensation, on the value of any products or processes

commercially exploited by it which incorporate any Results taking into consideration the respective financial and technical contributions of the Parties to the development of the Results, the expenses incurred in securing intellectual property protection thereof and the costs of its commercial exploitation and the proportionate value of the Results in any such product or process, all of which are to be set out in a specific contract signed by the Parties.

- 5.8. Each Party hereby grants to the other Parties an irrevocable, non-transferable, royalty-free right to use all Results and Participant Data generated in the course of the Project for academic and research purposes, including research involving projects funded by third parties provided that those parties gain or claim no rights to such Results.
- 5.9. If any Party (the “**Exercising Party**”) requires the use of Background of any other (the “**Other Party**”) in order to exercise its rights in Results (whether solely or jointly owned) then, provided the Other Party is free to license the Background in question, the Other Party will not unreasonably refuse to grant or delay granting a licence to the Exercising Party on fair and reasonable terms so that the Exercising Party may use such Background for the purpose of exercising its rights in the Results upon payment to the other Party of a fair and reasonable royalty rate/revenue, or other form of financial compensation, to be set out in a specific contract signed by the Parties.

6. WITHDRAWAL

- 6.1. Any Party (the “**Withdrawing Party**”) may withdraw from the Project upon six (6) months prior written notice to the others, where it considers withdrawal justified on the grounds that no further purpose to the Project would be served by the Withdrawing Party continuing in the Project. Withdrawal by the Withdrawing Party will only take place after discussions with the other Parties. Such discussions to occur within three (3) months of submission from the Withdrawing Party of notice to withdraw, after which the Parties will confirm to the Withdrawing Party the official date of withdrawal (“**Date of Withdrawal**”).

In the event of withdrawal of a Party, the Lead University in collaboration with the other Parties will make all reasonable attempts to reallocate the obligations of the Withdrawing Party under this Collaboration Agreement to another existing Party or a new Party acceptable to the remaining Parties to this Collaboration Agreement and the Funding Body provided that such Party agrees to be bound by the terms of this Collaboration Agreement. If the reason for withdrawal is that the work allocated to the Withdrawing Party is no longer viable, the Lead University shall discuss this with the Funding Body.

- 6.2. The Withdrawing Party shall not be entitled to recover any of its costs incurred in connection with the Allocated Work and shall, from the Date of Withdrawal, comply with any conditions that may be imposed pursuant to Clause 6.1 which shall include (without limitation):

- 6.2.1. rights granted to the other Parties in respect of the Withdrawing Party's Background shall continue for the duration of the Project solely for the purposes of carrying out the Project, subject to the restrictions contained in this Collaboration Agreement;
- 6.2.2. to the extent that exploitation of any other Party's Results is dependent upon the Withdrawing Party's Background, then the Withdrawing Party may, to the extent that it is free to do so, grant to the other Parties a non-exclusive licence to such Background on fair and reasonable terms to be agreed in a specific contract signed by the Parties.
- 6.2.3. the Withdrawing Party shall grant to the other Parties a non-exclusive, royalty-free licence to use the Withdrawing Party's Results for the duration of the Project for the purposes of carrying out the Project. For the avoidance of doubt, any exploitation of such Withdrawing Party's Results will be dealt with in accordance with Clauses 5.4 and 5.5.
- 6.2.4. all rights acquired by the Withdrawing Party to the Background and Results of the other Parties shall cease immediately other than in respect of the Withdrawing Party's interest in any jointly owned Results under Clause 5.6.

7. TERMINATION

- 7.1. This Collaboration Agreement is made on the date that it is signed by all of the Parties and its terms shall be deemed to have taken effect from the start of the Project Period. This Collaboration Agreement shall then continue in force until the end of the Project Period, unless terminated earlier in accordance with the provisions of this Collaboration Agreement.
- 7.2. UCL may terminate this Collaboration Agreement at any time by giving the Collaborating Universities no less than ninety (90) days' prior written notice.
- 7.3. A Party (the "**Terminating Party**") may terminate its involvement in this Collaboration Agreement by giving ninety (90) days prior written notice to the other Parties of its intention to terminate if another Party (the 'Party in Breach') commits a material breach of the terms of this Collaboration Agreement, or is persistently in breach of this Collaboration Agreement in such a manner that the Terminating Party is hindered in its ability to carry out its obligations in the Project. The notice shall include a detailed statement describing the breach. If the breach is capable of being remedied and is remedied within the ninety (90) day notice period, then the termination shall not take effect. If the breach is of a nature such that it can be fully remedied but not within the ninety (90) day notice period, then termination shall also not be effective if the Party in Breach begins to remedy the breach within that period, and then continues diligently to remedy the breach until it is remedied fully. If the breach is incapable of remedy, or a persistent breach, then the termination shall take effect at the end of the ninety (90) day notice period in any event.
- 7.4. All rights acquired by the Terminating Party to Background and Results of the other Parties shall cease immediately other than in respect of the

Terminating Party's interest in any jointly owned Results the Terminating Party shall, however, continue to comply with the obligations under Clause 6.2.

- 7.5. Each Party agrees to notify the other Parties promptly if at any time their key academic is unable or unwilling to continue the direction and supervision of the Allocated Work. Within sixty (60) days after such incapacity or expression of unwillingness that Party shall nominate a successor to replace their key academic. The other Party will not decline unreasonably to accept the nominated successor. However, if the successor is not acceptable on reasonable and substantial grounds, then either (i) such Party will be asked to withdraw from the Project in accordance with Clause 6.2; or (ii) this Collaboration Agreement may be terminated by giving ninety (90) days' written notice to the other Parties.
- 7.6. The expiration of the Project Period, or the termination of this Collaboration Agreement under this Clause 7 or Clause 10, shall cause the termination with effect from the date of expiry or termination of the obligations imposed on the Parties under Clause 2.
- 7.7. Notwithstanding the expiration or termination of this Collaboration Agreement for any reason, the Collaborating Universities will provide any assistance as may be required by the Lead University to fulfil any continuing obligations arising under the Contract.
- 7.8. If any Party (a) passes a resolution for its winding-up; or if (b) 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 (c) a Party appoints a receiver over, or an encumbrancer takes possession of or sells an asset of, that Party; or (d) makes an arrangement or composition with its creditors generally; or (e) makes an application to a court of competent jurisdiction for protection from its creditors generally; the remaining Parties shall meet to either suspend or terminate that Party's involvement in 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 6.2 shall apply to the defaulting Party.
- 7.9. A Terminating Party is further entitled to prematurely terminate this Agreement immediately upon written notice to the other Parties, and without prejudice to any other remedies a Party may have, only in the event:
 - a) the Terminating Party is informed by its government that the collaboration as laid down in this Collaboration Agreement should be terminated pursuant to knowledge safety and/or any regulations in that regard and/or in case either Party is added to any sanctions list, such as but not limited to the EU sanctions list.
 - b) that there have been serious indications that the Party has contributed to serious human rights violations and/or international crimes as defined by international law.

- 7.10. In the event that it is agreed by all the Parties that there are no longer valid reasons for continuing with the Project the Parties may decide by unanimous vote to terminate this Collaboration Agreement.

8. LIMITATION OF LIABILITY

- 8.1. No Party makes any representation or warranty that advice or information given by any of its employees, students, agents or appointees who work on the Project, or the content or use of any materials, works or information provided in connection with the Project, will not constitute or result in infringement of third-party rights.
- 8.2. No Party accepts any responsibility for any use which may be made of any work carried out under or pursuant to this Collaboration Agreement, or of the results of the Project, nor for any reliance which may be placed on such work or results, nor for advice or information given in connection with them.
- 8.3. The Parties undertake to make no claim in connection with this Collaboration Agreement or its subject matter against any employees, students, agents or appointees of the other Parties (apart from claims based on fraud or wilful misconduct). This undertaking is intended to give protection to individual researchers: it does not prejudice any right which a Party might have to claim against any other Party.
- 8.4. The liability of any Party for any breach of this Collaboration Agreement, or arising in any other way out of the subject-matter of this Collaboration Agreement, will not extend to loss of business, data or profit, or to any indirect or consequential damages or losses.
- 8.5. In any event, the maximum liability of a Party to any other Party under or otherwise in connection with this Collaboration Agreement or its subject matter shall not exceed an amount equivalent to the sum of £78,031.
- 8.6. Nothing in this Collaboration Agreement limits or excludes either Party's liability for:
- 8.6.1. death or personal injury resulting from negligence; or
 - 8.6.2. damage caused by a wilful act or gross negligence or any fraud or for any sort of other liability which, by law, cannot be limited or excluded; or
 - 8.6.3. breach of Schedule 3.
- 8.7. If any sub-clause of this Clause 8 is held to be invalid or unenforceable under any applicable statute or rule of law then it shall be deemed to be omitted, and if as a result any Party becomes liable for loss or damage which would otherwise have been excluded then such liability shall be subject to the remaining sub-clauses of this Clause 8.

9. NOTICES

The Lead University's representative for the purpose of receiving reports and other notices shall until further notice be:

Director of Contract Services
Research & Innovation Services
Gower Street
London, WC1E 6BT
Ref: Contract ID: 14148517

With a copy of any legal notices to also be sent to: legalnotices@ucl.ac.uk

UFSCar's representative for the purpose of receiving reports and other notices shall until further notice be:

Professor Renata Gonçalves Mendes
Department of Physiotherapy
Rodovia Washington Luís km 235
São Carlos, State of São Paulo, 13565-905, Brazil

The MU's representative for the purpose of receiving reports and other notices shall until further notice be:

NUTRIM / Faculty of Health, Medicine and Life Sciences
Universiteitssingel 40
6229 ER Maastricht, the Netherlands
Postbus / P.O. Box 616
6200 MD Maastricht, the Netherlands

With a copy of any legal notices to also be sent to: secretariaat-nutrim@maastrichtuniversity.nl

10. FORCE MAJEURE

- 10.1. A Party shall not be liable for failure to perform its obligations under this Collaboration Agreement, nor be liable to any claim for compensation or damage, nor be deemed to be in breach of this Collaboration Agreement, if such failure arises from an occurrence or circumstances beyond the reasonable control of that Party (excluding an obligation to make payment).
- 10.2. If a Party affected by such an occurrence causes a delay of three (3) months or more, and if such delay may reasonably be anticipated to continue, then the Lead University shall, in consultation with the Funding Body, discuss whether continuation of the Project is viable, or whether the Project and this Collaboration Agreement should be terminated.

11. DATA PROTECTION

- 11.1. The Parties shall comply with their obligations as set out in Schedule 3 (Data Protection) of this Collaboration Agreement.

12. ASSIGNMENT

- 12.1. No Party will assign this Collaboration Agreement without the prior written consent of the other Parties, such consent not to be unreasonably withheld, denied or delayed.

13. GENERAL

- 13.1. Clause headings are inserted in this Collaboration Agreement for convenience only, and they shall not be taken into account in the interpretation of this Collaboration Agreement.
- 13.2. Nothing in this Collaboration Agreement shall create, imply or evidence any partnership or joint venture between the Parties or the relationship between them of principal and agent.
- 13.3. Each Party shall ensure that it has well defined arrangements for investigating and resolving allegations of research misconduct. Where an allegation of research misconduct arises in respect of an individual Party's participation in the Project and leads to a subsequent formal investigation, the relevant Party shall inform the Lead University and the Funding Body of the investigation and its outcome. Where an allegation of research misconduct arises in respect of several Parties' participation in the Project, the relevant Parties will work together to determine how the allegation will be investigated and reported.
- 13.4. No Party shall use the name or any trademark or logo of any other Party or the name of any of its staff or students in any press release or product advertising, or for any other commercial purpose, without the prior written consent of the Parties.
- 13.5. Except as otherwise expressly provided for herein, the Parties confirm that nothing in this Collaboration Agreement shall confer or purport to confer on any third party any benefit or any right to enforce any term of this Collaboration Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999.
- 13.6. This Collaboration Agreement and its Schedules (which are incorporated into and made a part of this Collaboration Agreement) constitute the entire agreement between the Parties for the Project and no statements or representations made by any Party have been relied upon by the other in entering into this Collaboration Agreement.
- 13.7. Any variation to this Collaboration Agreement shall be in writing and signed by authorised signatories for each Party.
- 13.8. This Collaboration Agreement shall be governed by English Law and the English Courts shall have jurisdiction to deal with any dispute which may arise out of or in connection with this Collaboration Agreement.
- 13.9. No Party shall perform any part of the Allocated Work where such performance is prohibited by the laws, regulations, or other legal requirements applicable in its jurisdiction. If any part of the Allocated Work cannot be performed for this reason, the relevant Party shall promptly notify the Lead University in writing.

- 13.10. If any dispute arises out of this Collaboration Agreement the Parties will first attempt to resolve the matter informally through designated senior representatives of each Party to the dispute, who are not otherwise involved with the Project. If the Parties are not able to resolve the dispute informally within a reasonable time not exceeding two (2) months from the date the informal process is requested by notice in writing they will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.
- 13.11. This Collaboration Agreement is drafted in the English language and (with the exception of Schedule 1 and 2) has been translated into the Portuguese language by UFSCar. The translated version of this Collaboration Agreement is for information purposes only. The English language version of this Collaboration Agreement (and any notice or other document relating to this Collaboration Agreement) shall prevail and govern in any circumstance. Each Party confirms that only the English language version of this Collaboration Agreement is binding on it. Without limiting the preceding sentences, each Party confirms that the English language version shall govern, take precedence and be binding on it in the event of any discrepancy, inconsistency or question of interpretation or conflict between the English and the Portuguese versions.
- 13.12. If any one or more clauses or sub-clauses of this Collaboration Agreement would result in this Collaboration Agreement being prohibited pursuant to any applicable competition law then it or they shall be deemed to be omitted. The Parties shall uphold the remainder of this Collaboration Agreement, and shall negotiate an amendment which, as far as legally feasible, maintains the economic balance between the Parties.
- 13.13. This Collaboration Agreement may be executed in any number of counterparts, each of which when executed (and delivered) will constitute an original of this Collaboration Agreement, but all counterparts will together constitute the same agreement. No counterpart will be effective until each Party has executed at least one counterpart. The Parties agree that the exchange of electronic signatures in PDF format will have the same legal validity as the Parties' signatures would have if signed in hard copy form.

EXECUTED as an agreement:

SIGNED for and on behalf of **UNIVERSITY COLLEGE LONDON**

Name: Lynne Cargill
Position: Senior Contracts Manager
Signature:  Signed by:
Date: 04 February 2026

SIGNED for and on behalf of **UNIVERSIDADE FEDERAL DE SÃO CARLOS**

Name: Prof. Dr. Ana Beatriz de Oliveira

Position: Rector

Signature:  Assinado por:

Date: 10 de fevereiro de 2026

SIGNED for and on behalf of **MAASTRICHT UNIVERSITY**

Name: Prof. Dr. A.M.W.J. Schols

Position: Dean FHML

Signature:

DocuSigned by:
Alexemie Schols

Date:

13 FEBRUARY 2026
13 February 2026

Schedules:

- Schedule 1: The Project
- Schedule 2: The Contract (award letter)
- Schedule 3: Data Protection
- Schedule 4: Background

Schedule 1: The Project

APP48851: Speaking up for COPD through Artificial Intelligence in Brazil

Application overview

This is what your application will look like.

Speaking up for COPD through Artificial Intelligence in Brazil

1. Details

Summary

CONTEXT:

The burden and disability associated with chronic respiratory diseases (CRDs) is considerable, often falling on the most vulnerable in societies including those living in low- and middle-income countries such as Brazil. Specifically, the prevalence of chronic obstructive pulmonary disease (COPD) is increasing, and COPD presents a particular health challenge in Brazil where the prevalence in adults exceeds 17%. Most people with COPD in Brazil remain undiagnosed, and therefore untreated, because of limited access to the current diagnostic test called 'spirometry'. Spirometry is not widely, or equitably available in many primary healthcare settings in Brazil – including in Sao Paulo state. Innovative approaches to the diagnosis and management of COPD are therefore urgently required.

THE CHALLENGE WE ADDRESS:

We seek to transform the diagnosis of CRDs in primary care in Sao Paulo state, Brazil. We will do this through the use of vocal biomarkers derived by artificial-intelligence analysis of speech patterns. This technique has shown promise in English and Dutch languages, as a diagnostic and prognostic marker in CRDs, but has not been applied in (Brazilian) Portuguese, nor been deployed in real-life primary care settings where the need for easier tools to diagnose CRDs is greatest.

AIMS and OBJECTIVES:

Our over-arching aim is to develop and test AI-derived vocal biomarkers to support better diagnosis and management of CRDs in Brazil. To do this, we will work as an equitable partnership between the Federal University of Sao Carlos (Brazil) and University College London (UCL), with voice analysis experts at the University of Maastricht (Netherlands). We will:

AIM 1: establish a dataset of voices from individuals with and without CRDs in Brazil.

AIM 2: test the discriminative accuracy of AI-derived vocal biomarkers to distinguish those with CRDs from those with normal lung function.

AIM 3: evaluate the utility of vocal biomarkers in COPD to detect the development of exacerbations of disease which are the major cause of ill-health and lost productivity in COPD.

AIM 4: evaluate the utility of vocal biomarkers in COPD to provide objective evidence of benefit from pulmonary rehabilitation (PR) programmes, reflecting improvements in breathlessness, health status, and exercise capacity.

POTENTIAL APPLICATIONS and BENEFIT:

Transforming diagnosis and management of CRDs in Brazil would have wide health, social and economic benefits and provide an exemplar AI-health solution in an area of considerable unmet need

Start date

February 2025

Duration

36 months

2. Core team

Name	Role	Organisation
John Hurst	Project lead	University College London
Alessandro Heubel	Researcher co-lead	Federal University of São Carlos
Andre Backes	Researcher co-lead	Federal University of São Carlos
Fabio Neves	Researcher co-lead	Federal University of São Carlos
Gabriel Martins de Barros	Technician	Federal University of São Carlos
Manuela Karloh	Researcher co-lead	Federal University of São Carlos
Naiara Leonardi	Researcher co-lead	Federal University of São Carlos
Nathany Schafausser	Researcher co-lead	Federal University of São Carlos
Renata Mendes	Project co-lead (international)	Federal University of São Carlos
Valeria Di Lorenzo	Researcher co-lead	Federal University of São Carlos
Sami Simons	Visiting researcher	Maastricht University Medical Centre

3. FAPESP application

Application question

Upload a single PDF containing a copy of your FAPESP application. The content of the PDF should be in English.

We require you to download a copy of your submitted FAPESP application from the FAPESP website and save as a PDF. Upload the PDF of your original application to this section following the file upload guidance provided. The PDF must not exceed the maximum file size of 8MB.

For the file name, use the unique UK Research and Innovation Funding Service 'APP' number the system allocated to you when you created your application, followed by **FAPESP application**.

APP48851 FAPESP application attached.

APP48851 FAPESP application.pdf

6.26MB

4. Project partners

No project partners.

5. Project partners: letters or emails of support

Application question

Upload a single PDF containing the letters or emails of support from each partner you named in the 'Project partners' section. These should be uploaded in English or Welsh only.

Enter the words '**attachment supplied**' in the text box if your application includes project partners. If you do not have any project partners enter '**N/A**'.

What supporting statements we are looking for

Important note: We are only looking for you to provide letters or emails of support from the following:

- a third party individual
- a third party organisation

Third party means the individual and organisation must not be involved in the application core team. You must ensure that any project partners providing a supporting document, are also added to the 'Project partners' section within your application.

Ensure you have prior agreement from project partners so that, if you are offered funding, they will support your project as indicated in the 'Project partners' section.

For audit purposes, UKRI requires formal collaboration agreements to be put in place if an award is made.

What supporting statements we are not looking for

We are **not** looking for you to provide any letters or emails of support from individuals or organisations included in your application core team (this includes other departments within the same organisation). Any individual or organisation included in your application with a **core team role** (<https://www.ukri.org/publications/roles-in-funding-applications/roles-in-funding-applications-eligibility-responsibilities-and-costings-guidance/#section-role-descriptions-and-responsibilities>), cannot also be a project partner.

Do **not** include any other statements or any other type of information we have not requested, including letter or emails of support from colleagues simply expressing supportive opinions. We only expect letters or emails of support from your third party project partners to be uploaded to this section.

If you include any information not requested by us your application will be rejected.

Supporting document guidance for third party project partners

Each third party project partner supporting letter or email you provide, should:

- be no more than two A4 pages
- confirm the partner's commitment to the project
- clearly explain the value, relevance, and possible benefits of the work to them
- describe any additional value that they bring to the project

- include the name of the project partner organisation and contact information (this should match the partner contact and organisation name details you must add to the 'Project partners' application section)

Project partners letters and emails of support are not required to be on headed paper or include handwritten signatures (electronic signatures are acceptable from the nominated partner contact).

Project partner responsibility for the recruitment of people

If the project partner is responsible for the recruitment of people as research participants or providing human tissue their email or letter of support should include:

- agreement that the project partner will recruit the participants or provide tissue
- confirmation that what is being supplied is suitable for the proposed work
- confirmation that the quantity of tissue being supplied is suitable, but not excessive for achieving meaningful results (if applicable)

Multiple project partners

If you have multiple project partners, you should:

- ensure each separate letter or email of support, does not exceed two pages of A4
- consolidate all the supporting documents provided by each project partner into a single PDF file before uploading
- ensure the PDF does not exceed the maximum file size of 8MB

For the file name, use the unique UKRI Funding Service number the system allocated you when you created your application, followed by the words 'Project partner'.

Not applicable.

6. Industry Collaboration Framework (ICF)

Application question

Does your application include industry project partners?

If industry collaboration does not apply to any of your project partners, or you don't have any project partners, simply add 'N/A' into the text box.

If your research project involves collaboration between an academic organisation and an industry or company, you are likely to need to follow the industry collaboration framework and answer this question, check using the **ICF decision tree (PDF, 41 KB)**. (<https://www.ukri.org/wp-content/uploads/2023/02/MRC-240223-IndustryCollaborationFrameworkDecisionTree.pdf>).

By 'industry or company' we mean an enterprise that puts goods or services on a market and whose commercial activities are greater than 20% of their overall annual capacity.

The assessors are looking for information relating to the nature, goals and conditions of the collaboration and any restrictions or rights to the project results that could be claimed by the project partner.

Find out more about **ICF** (<https://www.ukri.org/councils/mrc/guidance-for-applicants/types-of-funding-we-offer/mrc-industry-collaboration-framework-icf/>), including:

- collaboration agreements
- definitions of basic or applied research
- internationally based companies
- subsidy control
- Intellectual property (IP) arrangements
- fully flexible and gated contributions
- the ICF assessment criteria

In addition to the project partner information completed in the previous section, confirm your answers to the ICF questions in the text box, repeat this process for each ICF project partner:

1. Name the industry or company project partner considered under ICF.
2. Indicate whether your application is either basic research or applied research.
3. Explain why, in the absence of the requested UKRI funding, the collaboration and the planned research could not be undertaken.
4. State whether your application is under the category of either fully flexible contribution or gated contribution (based on the IP sharing arrangements with the ICF partner).
5. Outline the pre-existing IP ('background IP') that each project partner, including the academic partner, will bring to the collaborative research

project and the terms under which project partners may access these assets.

6. Outline the IP that is expected to be developed during the collaborative research project ('foreground IP') and briefly outline how it will be managed, including:

- which project partners will own this IP
- what rights project partners will have to use academically-generated foreground IP during and after the research project, for internal research and development or for commercial purposes
- any rights of the academic partner to commercialise the foreground IP (including foreground IP generated by project partners)

7. Outline any restrictions to dissemination of the project results, including the rights of the project partner to:

- review, approve or delay publications (including the time period associated with such rights)
- request or require the removal of any information

8. Declare any conflicts of interest held by the applicants in relation to the project partners and describe how they will be managed.

9. If applicable, justify collaborating with an overseas industry or company under ICF.

Failure to provide the information requested for industry partners under ICF could result in your application being rejected.

You are recommended to discuss the goals and conditions of any collaboration with an industry or company project partner with your university technology transfer or contracts office before applying.

Not applicable.

7. Trusted Research and Innovation (TR&I)

Application question

Does the proposed work involve international collaboration in a sensitive research or technology area?

Demonstrate how your proposed international collaboration relates to TR&I, including:

- list the countries your international project co-leads, project partners and visiting researchers, or other collaborators are based in
- if international collaboration is involved, explain whether this project is relevant to one or more of the **17 areas** (<https://www.gov.uk/government/publications/national-security-and-investment-act-guidance-on-notifiable-acquisitions/national-security-and-investment-act-guidance-on-notifiable-acquisitions>) of the UK National Security and Investment (NSI) Act
- if one or more of the **17 areas** (<https://www.gov.uk/government/publications/national-security-and-investment-act-guidance-on-notifiable-acquisitions/national-security-and-investment-act-guidance-on-notifiable-acquisitions>) of the UK National Security and Investment (NSI) Act are involved list the areas

If your proposed work does not involve international collaboration, enter N/A in the text box and mark the section as complete.

We may ask you to provide additional information about how your proposed project will comply with our approach and expectation towards TR&I, identifying potential risks and the relevant controls you will put in place to help manage these risks.

This project is a collaboration between the UK and Brazil, with support from a partner in the Netherlands.

It concerns ARTIFICIAL INTELLIGENCE for HEALTH, which is one of the 17 areas contained in the UK NSI Act.

Having reviewed the guidance, we do not believe the AI solution we are developing and testing meets the criteria for mandatory notification to the government.

8. Resources and Cost

Total full economic costs (fEC)

£78,031

Total contribution from applying organisation(s)

£15,606
Total funding applied for
£62,425

Directly allocated

Cost categories

Category	Applied for
Staff	£33,042
Estates	£6,589
Other	£313

Staff breakdown

Name	Role	%FTE
John Hurst	Project lead	10%

Directly incurred

Cost categories

Category	Applied for
Staff	-
Equipment	-
Travel and subsistence	£6,000
Other	-

Staff breakdown

Name	Role	%FTE
Sami Simons	Visiting researcher	20%

Indirect

Cost categories

Category	Applied for
Indirect costs	£16,482

Staff breakdown

No staff for this category

Exceptions

Cost categories

Category	Applied for
Staff	-
Equipment	-
Travel and subsistence	-
Other	-

Staff breakdown

Name	Role	%FTE
Renata Mendes	Project co-lead (international)	50%
Gabriel Martins de Barros	Technician	100%
Nathany Schafausser	Researcher co-lead	100%
Alessandro Heubel	Researcher co-lead	99%
Valeria Di Lorenzo	Researcher co-lead	20%
Naiara Leonardi	Researcher co-lead	20%
Manuela Karloh	Researcher co-lead	20%
Fabio Neves	Researcher co-lead	20%
Andre Backes	Researcher co-lead	20%

[Full cost breakdown by organisation \(/applications/APP48851/resources-and-costs/detailed-view?backlinkHref=%2Fapplications%2FAPP48851%3Ftab%3DreadTab&backlinkTitle=Back+to+Application\)](/applications/APP48851/resources-and-costs/detailed-view?backlinkHref=%2Fapplications%2FAPP48851%3Ftab%3DreadTab&backlinkTitle=Back+to+Application)

Justification of resources

UK costs supplied.

9. Clinical research using NHS resources

Application question

Will your research involve participants from the NHS or health and social care duty of care?

If not, enter 'N/A' into the text box

Researchers applying for clinical research in the NHS, public health or social care need to complete a Schedule of Events Cost Attribution Tool (SoECAT) to be eligible for the National Institute for Health Research (NIHR) Research Delivery Network (RDN) portfolio. This is the route through which support and excess treatment costs are provided in England.

You must answer 'Yes' and complete and upload a SoECAT if you are applying for clinical research funding, and confirm that:

- you will carry out your research in the UK
- it is intended for the NIHR RDN portfolio; this may include studies in a social care or public health setting
- the research requires approval by Health Research Authority (England) or its equivalents in Northern Ireland, Scotland or Wales
- your research will use NHS resources

You must complete a SoECAT even if you don't think your clinical research will involve excess treatment costs (ETCs).

See MRC guidance on **who needs to complete a SoECAT.**

<https://www.ukri.org/publications/mrc-guidance-for-applicants/application-and-policy-guide-for-the-ukri-funding-service/#section-the-application>

If you are applying for clinical research in the NHS, public health or social care and don't think you need to complete a SoECAT, answer 'Yes' and explain why a SoECAT is not necessary.

We want to know that you have taken the appropriate steps for the full costs of your research to be attributed, calculated and paid.

We want to see the expected total resources required for your project, such as ETCs, to consider if these are appropriate.

How to complete a SoECAT

SoECAT guidance (<https://www.nihr.ac.uk/documents/online-soecat-guidance/30396>) can be found on the NIHR website

These are the steps you need to take:

1. Contact an Attributing the costs of health and social care Research & Development (AcoRD) specialist as early as possible in the application process.
2. Complete an online SoECAT. Excel versions of the form have been discontinued. If you don't have an account for NIHR's Central Portfolio Management System (CPMS) you will need create and activate one. **See the user guide for instructions** (<https://www.nihr.ac.uk/documents/getting-started-and-logging-in-to-cpms/11462>).
3. Request authorisation of your SoECAT.
4. Once authorised extract the 'study information' and the 'summary' page from the 'Funder Export', combine them as a single PDF and upload it to your application.

Applications that require a SoECAT but have not attached the SoECAT funder export study information and summary may be rejected.

Ensure the AcoRD specialists name and date are include within the uploaded summary page. The SoECAT is invalid without this information.

Contact international@mrc.ukri.org if you have questions about the UKRI aspects of this process or have concerns that your SoECAT may not be authorised in time for the application deadline.

Not applicable.

Schedule 2: The Contract (Award Letter)



Head of Department
Research Services
University College London
Gower Street
London United Kingdom
WC1E 6BT

Grant Ref: MR/U506758/1

Date: 26 February 2025

Dear Head of Department

GRANT OFFER: Research Grant, TFS Research Grants
GRANT TITLE: Speaking up for COPD through Artificial Intelligence in Brazil

The MRC is offering a grant towards the cost of the above project, subject to the terms and conditions set out below.

Return of the 'Offer Acceptance' will be taken as acceptance of the grant on the terms stated. If you are unable to accept the grant you should return a 'Decline' confirmation as soon as possible. Upon receipt of the 'Offer Acceptance' a 'Start Confirmation' request will be issued.

Grants are cash limited and expenditure against the grant must not exceed the value awarded apart for reasons stated in the standard terms and conditions.

Please note copies of this letter have not been sent to the grant holder and co-investigators (as appropriate); it is your responsibility to distribute copies as is necessary.

Yours faithfully

Operations
UKRI Funding Services

Organisation: University College London**Grant Holder:** Professor John Hurst**Grant Title:** Speaking up for COPD through Artificial Intelligence in Brazil**Starts:** 7 February 2025**Ends:** 6 February 2028**Duration:** 36**GRANT VALUE****Funds Awarded**

	Authorised FEC (£)			RC Contribution (£)			% FEC
	net	Indexation	Total	net	Indexation	Total	
DI - Staff	0	0	0	0	0	0	80
DI - T&S	7,500	378	7,878	6,000	303	6,303	80
DA - Investigators	41,302	2,083	43,385	33,042	1,666	34,708	80
DA - Estate Costs	8,236	415	8,651	6,589	332	6,921	80
DA - Other Directly Allocated	391	20	411	313	16	329	80
Indirect - Indirect Costs	20,602	1,039	21,641	16,482	831	17,313	80
Exception - Staff	0	0	0	0	0	0	100
Total Value of Award	78,031	3,935	81,966	62,425	3,148	65,573	

Cost of Access to Facilities

0

(Funds not awarded to Grant Holding Organisation)

STAFF**Staff Summary**

	Authorised FEC net	RC Contribution net	Number Of Staff Months
Investigator	41,302	33,042	18

Staff and DI Investigator Details

Start Date	End Date	Duration	FTE Percent	Name or Post Identifier	Summary Fund Heading	Authorised Cost (Excluding Indexation)
7 February 2025	6 February 2028	36	20	Professor V Amorim Pires Di Lorenzo	Exception	0.00
7 February 2025	6 February 2028	36	20	Dr A R Backes	Exception	0.00
7 February 2025	6 February 2028	36	50	Professor R GONCALVES MENDES	Exception	0.00
7 February 2025	6 February 2028	36	99	Dr A D Heubel	Exception	0.00
7 February 2025	6 February 2028	36	20	Mrs M Karloh	Exception	0.00
7 February 2025	6 February 2028	36	20	Miss N T Leonardi	Exception	0.00
7 February 2025	6 February 2028	36	20	Dr F F Neves	Exception	0.00
7 February 2025	6 February 2028	36	100	Dr N S Schaufauser Segundo	Exception	0.00
7 February 2025	6 February 2028	36	20	Dr S Simons	Directly Incurred	0.00
7 February 2025	6 February 2028	36	100	Gabriel Martins de Barros	Exception	0.00

DA Investigator Details

Average Hours/week	Name or Post Identifier
3.8	Professor J Hurst

EQUIPMENT DETAILS

Description	Delivery Date	Country Of Origin	Total Value
-------------	---------------	-------------------	-------------

FACILITY AND SERVICE DETAILS

Facility	Cost of Access	Number of Units
----------	----------------	-----------------

PROJECT PARTNERS

Organisation	Department	Last Name	First Name	In Kind Value (£)	Monetary Value (£)
--------------	------------	-----------	------------	-------------------	--------------------

GRANT ADDITIONAL INFORMATION

GRANT CONDITIONS

CALL CONDITIONS

Grant Additional Conditions ISPF

Introduction

This project has been recommended for funding under the ISPF-256 FAPESP and UKRI (MRC) artificial intelligence (AI) for health programme. The UK component of this project is funded by the International Science Partnerships Fund (ISPF) and this grant is awarded by the MRC on behalf of UK Research and Innovation (UKRI).

These ISPF Grant Additional Conditions, together with the UKRI Standard Terms and Conditions and any further Grant Additional Conditions applying to this project, comprise the Grant Terms and Conditions on which UKRI awards this Grant to the Research Organisation. Please ensure these conditions are read in conjunction with any relevant scheme/programme guidance.

Application of Grant Additional Conditions of Grant

In these Grant Additional Conditions of Grant, the words "We", "Our" or "Us" refer to the relevant Council of UKRI awarding the Grant and "You" or "Your" refer to the Research Organisation in receipt of the Grant.

Official Development Assistance (ODA) specific

GAC ISPF 1: ODA Compliance

The ISPF is funded by a combination of the UK's ODA and non-ODA budgets. Grants under the ISPF-256 FAPESP and UKRI (MRC) artificial intelligence (AI) for health programme are part of the UK's ODA. The aim of ODA funding is to promote and specifically target the economic development and welfare of developing countries.

You must ensure the research that is undertaken as part of this Grant is compliant with ODA rules and regulations as set out by the OECD. Please check these rules and regulations from time to time during the lifetime of the Grant to ensure compliance. In the event that the research is deemed to no longer comply with ODA rules and regulations We reserve the right to terminate the Grant with immediate effect.

In addition to the requirements set out in UKRI Standard Terms and Conditions RGC 7.1, any proposed changes to the Award that could affect the ODA compliance of the research must be reported to Us at the earliest opportunity via the Grant Maintenance Facility. We will then consider whether such changes are permissible and inform You of Our decision.

You must ensure that the award complies with relevant legislation including the International Development Act 2002, the International Development (Gender Equality) Act 2014 and the Paris Agreement. Further information on ODA guidance can be found at: [Official development assistance \(ODA\) | OECD](#)

GAC ISPF 2: ODA Transparency

The UK Government is committed to transparency and has a statutory requirement to report ODA spending, through the

International Aid Transparency Initiative (IATI) open data standard. In line with this, information about this award will be shared with Department for Science, Innovation & Technology (DSIT) and Foreign, Commonwealth & Development Office (FCDO) who may publish information about awards to fulfil transparency requirements. This includes information being shared with third parties and being made available via the IATI registry and OECD DAC Creditor Reporting System (CRS).

GAC ISPF 3: Open Access Publications

Our Policy on Open Access applies to all recipients of ODA grants: <https://www.ukri.org/publications/ukri-open-access-policy/>. Where research grants are held by a UK based research organisation, the UKRI open access block grant can be used to support eligible costs. Where UKRI research grant funding is awarded to a non-UK based research organisation, it is permissible for open access costs to be charged to the research grant

General

GAC ISPF 4: Starting Procedures

This Grant has a FIXED start date of 7th February 2025. The start of the Grant may NOT be delayed beyond or precede this date. You must submit the Start Confirmation no later than 7th March 2025.

Please note that due to the fixed start date, the normal three month start period rules and start confirmation window outlined in the UKRI Standard Terms and Condition RGC5 DO NOT apply to this project.

GAC ISPF 5: Extensions

Notwithstanding RGC 6, grant extensions will only be under exceptional circumstances where such events could not be predicted or appropriately mitigated during the award stage, or where required in line with the Equality Act 2010, and will require Our agreement on a case-by-case basis.

We expect due consideration to have been given to the challenges and constraints associated with this award, including those associated with international collaboration or any other requirements shown on the offer letter.

GAC ISPF 6: Collaboration Agreement

In accordance with UKRI Standard Term and Condition RGC 12, a Collaboration Agreement is required for this project.

A Collaboration Agreement must be in place within 6 months of the start date of the Grant, and if requested should be shared with Us.

It is the responsibility of the lead Research Organisation to put such an agreement in place. The terms of collaboration agreements must not conflict with the Our terms and conditions or any other policies.

GAC ISPF 7: Acknowledgements

In addition to the provisions in UKRI Standard Term and Condition RGC 12.4, all materials for this Grant (including any publicity materials, publications, reports, press releases, social media releases and websites) where appropriate should acknowledge that it is funded by Us and must refer to the ISPF.

Our communications teams should be notified of any major announcements in advance by emailing press@ukri.org.

GAC ISPF 8: Reporting and Evaluation

You must deliver on monitoring and reporting commitments as agreed upon commencement of this Grant, including reporting research outcomes via Researchfish and providing narrative progress updates. You are also required to assist Us with any reasonable additional reporting requirements as requested by DSIT.

You must assist any external evaluators contracted by Us and/or DSIT for the purposes of an evaluation of ISPF. Contracted evaluators will be given permission to contact You directly.

There is an expectation that You will make all reasonable efforts to support and contribute to any reporting requirements by Your collaborator's funding agencies.

GAC ISPF 9: Government Support

This Award is dependent on continuing government commitment for this initiative. In the event that this support is withdrawn, We reserve the right to terminate the Award at any time, having provided 3 months written notice.

RESEARCH COUNCIL CONDITIONS

SCHEME CONDITIONS

Introduction

UK Research and Innovation fEC Grants Standard Terms and Conditions of Grant

The Standard Terms and Conditions of Grant apply to Research Grants and Fellowships, costed and funded on a Full Economic Costs basis (fEC) and calculated according to the Transparent Approach to Costing (TRAC) or an equivalent methodology, awarded by the following seven UK Research and Innovation (UKRI) Councils:

Arts and Humanities Research Council (AHRC)
Biotechnology and Biological Sciences Research Council (BBSRC)

Economic and Social Research Council (ESRC)
Engineering and Physical Sciences Research Council (EPSRC)
Medical Research Council (MRC)
Natural Environment Research Council (NERC)
Science and Technology Facilities Council (STFC)

Application of Standard Terms and Conditions of Grant

In these Standard Terms and Conditions of Grant, the words "We", "Our" or "Us" refer to the relevant Council of UKRI awarding the Grant and "You" or "Your" refer to the Research Organisation in receipt of the Grant. Other key terms used in these Standard Terms and Conditions of Grant are set out in the Definitions attached at Annex A.

These Standard Terms and Conditions of Grant, together with any applicable Specific Terms and Conditions of Grant required by an individual Council of UKRI comprise the Grant Terms and Conditions on which UKRI awards the Grant to the Research Organisation. Specific Terms and Conditions of Grant will be set out in the Grant Offer Letter.

These Grant Terms and Conditions should be read in conjunction with the sources outlined in Annex B, including the guidance document to support Organisations in following UKRI's processes and policies. In the event of any conflict the terms of these Conditions should prevail.

Use of Grant Proposal Information

UK Research and Innovation (UKRI) handles all personal data in accordance with current UK data protection legislation and the EU General Data Protection Regulation (GDPR) where appropriate.

It is the responsibility of the Research Organisation to ensure that both students it funds from UKRI funding and individuals who receive grant funding, or who are later involved in the award, are made aware of how personal data may be used by both UKRI and the Research Organisation. This includes information relating to groups such as students, supervisors, project partners, investigators, named researchers and support staff.

To meet UKRI's obligations for public accountability and the dissemination of information, contents of funded research proposals will also be made available on the Councils' websites and other publicly available sources. As a condition of funding, UKRI may use the data to publish information on awards made. We may also share information with third parties to support, for example, open access publication and reporting outcomes via Researchfish.

This includes data submitted through Je-S Student Details (SD).

UKRI may use information provided by grant holders to perform risk assessments in order to understand and help manage and support considerations and mitigations relating to Trusted Research and Innovation.

UKRI is also subject to the UK Freedom of Information Act (2000) and the Environmental Information Regulations (2004) and may be required to release grant information on request, subject to appropriate exemptions.

Further information is provided by the UKRI Use of grant proposal information addendum (www.ukri.org/apply-for-funding/before-you-apply/your-responsibilities-if-you-get-funding/meeting-ukri-terms-and-conditions-for-funding/) and via the UKRI Privacy Notice (www.ukri.org/about-us/privacy-notice/).

Standard Terms and Conditions of Grant

RGC 1 Variation to Terms and Conditions

UKRI reserves the right to amend and vary these Standard Terms and Conditions of Grant and any Specific Terms and Conditions of Grant or applicable policies at any time. The latest version of the Standard Terms and Conditions of Grant apply to all Grants with immediate effect and supersede any previous Standard Terms and Conditions under which a Grant was awarded unless otherwise stated. However, any Specific Terms and Conditions of Grant will still apply. Additional costs incurred as a direct result of changes made to Our Terms and Conditions should be managed within the Grant cash limit.

Where the cash limit is exceeded solely due to costs incurred as a result of changes made to Our Terms and Conditions, a case can be made to Us for additional funds on an exceptional basis. The latest version of the Standard Terms and Conditions of Grant are available on the UKRI website at: www.ukri.org/apply-for-funding/before-you-apply/your-responsibilities-if-you-get-funding/meeting-ukri-terms-and-conditions-for-funding/

RGC 2 Accountability & Responsibilities of the Research Organisation

RGC 2.1 You are responsible for ensuring that the Project carried out by You, the Grant Holder and any Research Workers or other Third Parties, comply with these Standard Terms and Conditions of Grant and any Specific Terms and Conditions of Grant.

RGC 2.2 You must ensure that the Project is carried out in accordance with all applicable ethical, legal and regulatory requirements including but not limited to relevant provisions of the General Data Protection Regulation, the Data Protection Act 2018, the Bribery Act 2010, the Fraud Act 2006, the Equality Act 2010 and the Modern Slavery Act 2015.

RGC 2.2.2 You must ensure that the project and any acquisitions made by You are compliant with the relevant UK legislation, including (but not limited to), the National Security and Investment (NSI) Act 2021 and National Security Act 2023, as well as any current UK sanctions against named individuals, entities and nations. Any asset or entities obtained by the Grant funding awarded to You, including when collaborating with third parties to acquire, sell or develop qualifying entities or assets, must comply with these rules. You may be required to notify the government about an acquisition before you can complete it. Where required,

relevant export controls regulations/licenses and Academic Technology Approval Scheme (ATAS) certifications will be in place prior to relevant collaborative activities take place.

RGC 2.2.3 We will immediately suspend the Grant and may require You to repay Grant funding if You are found to be in breach of relevant legislation identified under RGC 2.2.2.

RGC 2.3.1 Unless RGC 2.3.5 applies, You must ensure at all times that the Grant funding awarded to You is compliant with the Subsidy Control Act 2022.

RGC 2.3.2 You must inform Us of any other public funding applied for or awarded against the eligible costs covered by this Grant.

RGC 2.3.3 We will immediately suspend the Grant and may require You to repay Grant funding if You are found to have received aid that is deemed to be in breach of the Subsidy Control Act 2022.

RGC 2.3.4 No subcontract or other agreement with a Third Party can be made which would constitute a breach of the Subsidy Control Act 2022.

RGC 2.3.5 The EU State Aid regulations will apply to where the Grant funding will affect trade between Northern Ireland and the EU as envisaged by Article 10 of the Windsor Framework to the EU Withdrawal Agreement. In such cases, RGC 2.3.6 to RGC 2.3.11 below will apply instead of RGC 2.3.1 to RGC 2.3.4.

RGC 2.3.6 Where You have been informed that Your use of the Grant counts as either De Minimis or has been awarded through the UKRI Research, Development and Innovation Scheme operating under Commission Regulation (EU) No 651/2014 (the General Block Exemption Regulation (GBER)) and subsequent amendment, You must ensure at all times that You are compliant with the State Aid regulations under which the Grant has been awarded.

RGC 2.3.7 You must inform Us of any other public funding applied for or awarded against the eligible costs covered by this Grant. It is Your responsibility to ensure that the cumulative total of public funding and aid intensity You are receiving for the Project does not exceed those limits stated under De Minimis or GBER. You must ensure that You comply with State Aid rules, which are those rules contained in Articles 107 to 109 of Section 2, Title VII, of the Common Rules on Competition, Taxation and Approximation of Laws, Consolidated versions of the Treaty on European Union and the Treaty on the Functioning of the European Union (2008/C 115/01).

RGC 2.3.8 We will immediately suspend the Grant if You become subject to a recovery order that follows on from a previous European Commission decision, which declares any aid You have received as illegal and incompatible with the internal market.

RGC 2.3.9 Where You are required by an order of the European Commission to repay any Grant to Us that is found to be unlawful State Aid, interest will be charged on the amount being reclaimed from the date of payment at the applicable legislated rate.

RGC 2.3.10 No subcontract or other agreement with a Third Party can be made which would constitute a breach of Your obligations under the EU State Aid regulations.

RGC 2.3.11 You acknowledge that We may be required to provide the European Commission with information about the financial assistance given to You by Us and You agree to provide such assistance as We shall reasonably request.

RGC 2.4 You are accountable for the conduct of the Project including the conduct of the research, the use of public funds and the proper financial management of the Grant in accordance with these Standard Terms and Conditions of Grant and any Specific Terms and Conditions of Grant, whether the Project is carried out by You or the Grant Holder, Research Workers or other Third Party.

RGC 2.5 You must ensure that the Grant is spent in a way that is consistent with the purpose and conditions set out in the Offer Letter.

RGC 2.6.1 You must carry out appropriate due diligence on any Third Parties used to deliver any part of the Project and shall ensure in particular, that such Third Parties comply with these Standard Terms and Conditions of Grant and any Specific Terms and Conditions of Grant. At UKRI's request, You must provide details of expenditure of the Grant by any Third Party. The following Due Diligence guidance and questionnaire should be followed, regardless of whether any Third Parties used to deliver all, or part, of the Project are based in the United Kingdom or overseas: www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/equitable-partnerships/.

RGC 2.6.2 You must undertake appropriate due diligence on Your collaborative partner(s) before any collaboration between parties begins, including where changes occur after the Grant Start Date to individuals or organisations involved in the Project or, where any material change occurs in the nature of the collaboration or external factors which might alter the level of risk to the research and its potential usages. Where due diligence checks identify a potential risk, You must ensure that appropriate mitigations are in place to manage that risk before any Grant activity and/or collaboration affected by the risk begins/is continued. Due Diligence must be undertaken in line with UKRI's Principles on Trusted Research and Innovation: <https://www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/trusted-research-and-innovation/>.

RGC 2.7 You must ensure that any part of the Full Economic Cost not funded by the Grant is committed to the Project before it starts.

RGC 2.7.1 You may be required to provide UKRI with additional information about how you are managing considerations and risks relating to Trusted Research and Innovation, and engage in any subsequent risk assessment activities requested by UKRI. Any recommended mitigations identified through the risk assessment will need to be agreed and in place before the grant start date.

RGC 2.7.2 Clauses around national security must be included in all grant agreements - regardless of technology area or partners involved - to allow relevant ongoing support by UKRI. Where required and agreed, and in line with all relevant data protection legislation, we will consult appropriate wider technical agencies across HMG to provide further assistance and recommendation.

RGC 2.8 You must have adequate business continuity plans in place to ensure minimum operational interruptions to the Project.

RGC 2.9 In order to foster a research culture which values, recognises and supports public engagement, You must adopt the principles, standards and good practice for public engagement with research set out in the 2010 Concordat for Engaging the Public with Research: <https://www.ukri.org/publications/concordat-for-engaging-the-public-with-research/>

RGC 2.10 You must notify UKRI of any changes to Your constitution, legal form, membership structure (if applicable) or ownership, including those that might affect Your eligibility to hold the Grant, or to deliver the Project or any other changes which affect Your ability to comply with the Grant Terms and Conditions.

RGC 2.11 You must ensure that the requirements of the Employing Organisation under the UK Policy Framework for Health and Social Care Research (or equivalent) are met for research involving National Health Service (or equivalent) patients, their organs, tissues or data, and that the necessary arrangements are in place with partner organisations. Where You also accept the responsibilities of a Sponsor (as defined in the Policy Framework), You must also ensure that the requirements for Sponsors are met.

RGC 2.12 Peer review is an integral part of the application process and ensures research of the highest calibre is funded. Investigators and named Researchers on this Grant are expected to make all reasonable efforts to undertake the peer review of proposals for UKRI when invited to do so, unless there is a conflict of interest or the proposal is outside of their area of expertise.

RGC 2.13 By accepting this Grant You are confirming that the Grant Holder has not already received competitively obtained research or support funding from any source, for the same research Project that this Grant has been awarded by Us to support. We reserve the right to terminate the Grant should We find that the Grant Holder has been or is in receipt of the aforementioned duplicate funding, either before or during the Grant Period.

RGC 3 Research Governance

RGC 3.1 Research Ethics, Misconduct and Conflicts of Interest

RGC 3.1.1 You are responsible for ensuring that ethical issues relating to the Project are identified and brought to the attention of the relevant approval or regulatory body. Before any such work requiring approval begins, approval must have been granted by the relevant body.

RGC 3.1.2 You must follow Our Policy on the Governance of Good Research Practice at: www.ukri.org/publications/ukri-policy-on-the-governance-of-good-research-practice/ and ensure that the requirements set out in the 2019 Concordat to Support Research Integrity, including the annual statement, and any subsequent amendments, are met. You are responsible for ensuring all necessary permissions are obtained before the Project begins, that there is clarity in roles and responsibility among Grant Holders, Research Workers, and Third Parties, as well as investigating and reporting unacceptable research conduct.

You must have a policy in place to manage Conflicts of Interest. Any potential conflicts of interest in research identified at the point of application or thereafter during the grant must be managed as part of the planned project. We reserve the right to request details of the management of any interests at any point during the grant duration.

RGC 3.2 Use of Animals in Research

You must comply with the provisions of the Animals (Scientific Procedures) Act 1986, and any amendments, where applicable and ensure that all necessary licences are in place before any work requiring approval takes place. You should also follow the guidance set out in "Responsibility in the use of animals in bioscience research": <https://www.nc3rs.org.uk/responsibility-use-animals-bioscience-research>

RGC 3.3 Health and Safety

You are responsible for ensuring a safe working environment for all individuals associated with the Project, both on and off-site, and for meeting all regulatory and legislative health and safety requirements.

Health and safety risk assessments should be undertaken where appropriate to ensure compliance with all health and safety obligations including obligations to make reasonable adjustments to ensure the health and safety of those with disabilities or long-term health conditions.

We reserve the right to require You to undertake a safety risk assessment in individual cases where health and safety may be an issue, and to monitor and audit the actual arrangements made. In the event of a serious incident (e.g. death) we require that you inform us for risk purposes.

RGC 3.4 Equality, Diversity and Inclusion

You are expected to ensure that equality, diversity and inclusion is considered and supported at all stages throughout the performance of the Project, in alignment with Our policies and principles at: www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/equality-diversity-and-inclusion/ for equality, diversity and inclusion. Your approach to supporting equality, diversity and inclusion is expected to at a minimum to meet all relevant legal obligations, including but not limited those of the Equality Act 2010 and equivalent legislation when acting in Northern Ireland. You are required to ensure suitable training, information and support is provided to ensure compliance with Your obligations under all equality legislation.

Inclusive practices should be built into the design of systems, policies and processes to address issues of inequality.

RGC 3.5 Safeguarding

All relevant safeguarding legislation must be adhered to, We particularly draw your attention to child protection legislation and the Modern Slavery Act 2015. You must have sufficient policies and/or processes in place in order to foster Safeguarding.

RGC 3.6 Bullying and Harassment

You must have clear, well-publicised policies, processes and training in place. To manage the risks associated with our funding, organisations must inform UKRI of any upheld allegations of sexual exploitation, abuse, bullying, psychological abuse, physical violence and harassment including in respect of any of the protected characteristics as defined by the Equality Act 2010, against staff, students or associated personnel directly involved in a UKRI funded activity.

UKRI's Preventing Harm (Safeguarding) in Research and Innovation policy, <https://www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/preventing-harm-in-research/> provides further information on our expectations, including the actions that UKRI may take. Further information on UKRI's approach to bullying and harassment can be found on the UKRI bullying and harassment web pages, <https://www.ukri.org/what-we-offer/supporting-healthy-research-and-innovation-culture/bullying-and-harassment/>

RGC 3.7 Whistleblowing

You must have clear, well-publicised policies and processes in place consistent with good practice recommended by the National Audit Office Assessment Criteria for Whistleblowing policies.

RGC 4 Use of Grant

RGC 4.1 We reserve the right to vary the value of the Grant during its lifetime in accordance with the GDP Deflators published by HM Government or to take into account any other Government decisions affecting the funding available to UKRI.

RGC 4.2 With the exception of RGC 4.3, Directly Incurred and Exceptions funds must not be used to meet the costs of an activity that will fall outside the Grant Period.

RGC 4.3 Expenditure may be incurred and subsequently charged to the Grant from either the start date of the Grant or the date that the Offer Letter was issued on, whichever is earlier.

RGC 4.4 Transfers of funds between fund headings are permitted only within and between Directly Incurred and Exceptions costs, excluding equipment, at the rate applicable for the heading as set out in the award letter. Funds may only be transferred into studentship stipend or fees to supplement an existing studentship post on the Grant. You must not transfer funds to create new studentship posts without prior approval from UKRI. Directly Incurred and Exceptions funds must not be used to meet costs on any other Grant or activity. Funds can only be transferred and used to meet the cost of activity or activities that meet the agreed aims and objectives of the project. While approval does not need to be sought from Us for transfer of funds (excluding the creation of new studentship posts), We reserve the right to query any expenditure outlined in the Final Expenditure Statement which has not been incurred in line with the Standard Terms and Conditions of Grant and any Specific Terms and Conditions of Grant.

RGC 4.5 Costs associated to Students must not be charged to the Grant. These costs must be met by other resources held by You, which can include UKRI Training Grants if the student holds a UKRI studentship. Students are able to undertake paid work within the institution as casual assistance, this should be evidenced with a clear audit trail and should not form part of the formal studentship training.

RGC 4.6 Timesheets must be completed by all members of Directly Incurred/Exceptions staff who work across more than one activity. Timesheets must be completed and approved within two months after period end. Staff costs for these individuals must reflect the actual, rather than budgeted, hours worked on each UKRI project.

RGC 5 Starting Procedures

RGC 5.1 You must formally accept the Grant by completing and returning the Offer Acceptance within 10 working days of the issue of the Offer Letter.

RGC 5.2 You must submit the Start Confirmation within 42 (calendar) days of the Project starting. The date entered on the Start Confirmation will be the Official Start Date of the Grant. The Official Start Date may be delayed by up to 3 months from the start date shown in the Offer Letter, but the duration of the Grant will remain unchanged. The Grant may lapse if the Project is not started within 3 months of the start date in the Offer Letter. The start of the Grant may precede the start date shown in the Offer Letter, but must not be earlier than the issue date of the Offer Letter itself.

RGC 6 Extensions

RGC 6.1 The duration of the Grant ("Grant Period") may be extended after the Official Start Date by up to 12 months without additional funding subject to Our prior written approval. For further information, see the UKRI fEC Grant Guidance document.

RGC 6.2 For Fellowship Grants, the Grant Period may also be extended to cover familial leave, extended jury service or paid sick leave after the Official Start Date for a period in line with the Terms and Conditions of the Fellow's employment. For further information, see the UKRI fEC Grant Guidance document.

RGC 7 Monitoring

RGC 7.1 Changes to Project

You must inform and consult Us if there are any significant changes to the Project that may affect its progress, delivery, or that may potentially breach any applicable Subsidy Control Act 2022 or State Aid regulation. No substantive changes to the experimental design of a Project involving the use of animals or human participation, which might affect the ethical characteristics of the award, are permitted without the prior approval of UKRI.

If You propose to make significant changes to the Project, UKRI may require revised proposals for its approval and reserves the right to make a new Grant in place of the existing Grant, or to revise, retain or terminate the existing Grant.

RGC 7.2 Transfer of a Grant to another Research Organisation

RGC 7.2.1 The Grant may be transferred to another eligible organisation, providing that it can provide a suitable environment to enable the project to be successfully completed; this will be subject to prior written approval of UKRI. Written agreement to this is required from both the relinquishing and receiving organisations.

RGC 7.2.2 Grant funding will not be revised following transfer. The receiving organisation must confirm that it will provide any additional resources needed to complete the project by returning an Offer Acceptance.

RGC 7.3 Change of Grant Holder

RGC 7.3.1 For Research Grants, You must submit any proposed changes of Grant Holder to UKRI for approval via the appropriate funding system.

RGC 7.3.2 For Fellowship Grants, changes to the Grant Holder are not permitted. In the event of the research fellow's resignation or other termination of their employment, the Grant will terminate automatically.

RGC 7.4 Research Monitoring and Evaluation

RGC 7.4.1 You must use Our nominated online system to submit information for monitoring and evaluation purposes on the outputs and outcomes and impacts of the Project during and for some years after the expiry of the Grant Period. Further information on reporting requirements can be found on the UKRI website: www.ukri.org/apply-for-funding/manage-your-funding-award/report-your-research-outcomes/. Failure to comply with the reporting requirements will result in suspension of Grant payments and no further proposals will be considered by UKRI where the Grant Holder is named as the Principal or Co-Investigator.

RGC 7.4.2 Exceptionally We may require a separate End of Award Report on the conduct and outcome of the Project. If required You must submit the report within 3 months of the end of the Grant Period. No further application from a Grant Holder will be considered while an End of Award Report is overdue.

RGC 7.4.3 We reserve the right to call for periodic updates on the Project's progress or to visit the Project team, or request participation in evaluation studies. The Grant Holder must make all reasonable efforts, if so invited, to respond to requests for information or to attend events or activities organised by UKRI concerning the research undertaken, including requests or events after the end of the Grant Period.

RGC 7.5 Disclosure and Inspection

RGC 7.5.1 We shall be entitled to inspect any financial or other records and procedures associated with the Grant as are reasonably required to verify the regularity and propriety of Grant expenditure, or to appoint any other body or individual for the purpose of such inspection. This includes expenditure by Third Parties. We shall use reasonable endeavours to ensure that any confidential information disclosed shall be treated with the same care and discretion to avoid disclosure as We use with Our own similar information. We may disclose Confidential Information to the minimum extent required by any law or regulation (provided, in the case of a disclosure required under the Freedom of Information Act 2000 or Environmental Information Regulations 2004, none of the exceptions within such Act or Regulations applies to the information disclosed), any governmental or other regulatory authority, or a court or other authority of competent jurisdiction.

RGC 7.5.2 If We request it, You must provide a statement of account for the Grant, independently examined by an auditor who is a member of a recognised professional body, certifying that the expenditure has been incurred in accordance with the Grant Terms and Conditions.

RGC 7.5.3 You must report to us any investigations into research misconduct associated with the Grant within one month of deciding to undertake a formal investigation, and subsequently notify Us of the findings and any actions taken as described in the Policy on the Governance of Good Research Practice: www.ukri.org/publications/ukri-policy-on-the-governance-of-good-research-practice/. Upon request You must provide information on Your management of research integrity and ethics as described in the above policy. In addition, You must provide details of any allegations, proven or not, of cases of fraud or attempted fraud and any other complaint or investigation into dishonesty, fraudulent activities or business misconduct, by any regulatory body or the police into Your activities or those of Your staff as soon as this becomes known to You. It is a requirement that any instances of Fraud or attempted Fraud relating to funding received by You from Us, should be reported to FundingAssurance@ukri.org

RGC 7.5.4 We will undertake periodic reviews of Research Organisations within the Funding Assurance Programme to seek assurance that Grants are managed in accordance with the Terms and Conditions under which they are awarded.

RGC 8 Staff

RGC 8.1 Employment

You are wholly responsible for staff funded from the Grant, including Research Fellows, and accept all duties owed to and responsibilities for these staff, including, without limitation, their terms and conditions of employment, and their training and supervision, arising from the employer/employee relationship. Research Fellows must be appointed as an employee for the full duration of their award.

RGC 8.2 Career Development

You are expected to adopt the principles, standards and good practice for the management of research staff set out in the 2019 Concordat to Support the Career Development of Researchers, including any subsequent amendments.

RGC 8.3 Parental Leave

RGC 8.3.1 At the end of the Grant Period We will reimburse costs incurred by You to cover any additional net parental leave costs that cannot be met within the announced grant cash limit including Statutory Maternity, Paternity, Parental Bereavement and Adoption Pay for staff, within the Directly Incurred and Exceptions fund headings. This will be payable only for the percentage of time that the staff are contracted on the Grant.

RGC 8.3.2 Within the announced grant cash limit, the Grant may be used to meet the costs of making a substitute appointment and/or extending the Grant to cover a period of parental leave for staff within the Directly Incurred and Exceptions fund headings (as outlined above). Directly Allocated and Indirect funds will not be increased as a result of such extensions.

RGC 8.3.3 You will be responsible for any liability for parental leave pay for staff supported by the Grant outside the original Grant Period.

RGC 8.3.4 Fellows are entitled to take parental leave in accordance with the terms and conditions of their employment. We will consider requests for a Fellowship Grant to be placed in abeyance during the absence of the Research Fellow for parental leave, and the period of the Fellowship extended by the period of leave. We will also consider requests to continue the Fellowship on a flexible or part-time basis to allow the Research Fellow to meet caring responsibilities.

RGC 8.4 Sick Leave

RGC 8.4.1 At the end of the Grant Period, We will reimburse You for any additional net sick leave costs that cannot be met within the announced Grant cash limit for staff within the Directly Incurred and Exceptions fund headings, except where You have already recovered these costs by claiming Statutory Sick Pay from HMRC. This will be payable only for the percentage of time that the staff are contracted on the Grant.

RGC 8.4.2 Within the announced grant cash limit, the Grant may be used to meet the costs of making a substitute appointment and/or extending the Grant to cover a period of sick leave for staff within the Directly Incurred and Exceptions fund headings (as outlined RGC 8.4.1). Directly Allocated and Indirect funds will not be increased as a result of such extensions.

RGC 8.4.3 You will be responsible for any liability for sick leave pay for staff supported by the Grant outside the original Grant Period.

RGC 8.4.4 Where there is a continuous period of sick leave in excess of 3 months, You may request approval for a substitute appointment to safeguard progress on the Project. Where a Research Assistant has been on sick leave in excess of 3 months, You must comply with all obligations to consider reasonable adjustments before making a substitute appointment.

Where a Research Assistant has been on sick leave for an aggregate (not necessarily continuous) period in excess of 3 months, where this is due to a single condition or a series of related conditions, You may request an extension to the duration of the project.

RGC 8.4.5 Fellowship Grants: Fellows are entitled to take sick leave in accordance with the Research Organisation's terms and conditions. If requested, consideration will be given to allowing a fellowship grant to be placed in abeyance during the absence of the Research Fellow due to sick leave, and the period of the fellowship extended by the period of sick leave. The additional salary costs for the fellow (pro rata to their percentage FTE on the fellowship) should be claimed, as necessary, at the end of the extended period.

RGC 9 Equipment

RGC 9.1 Procurement of Equipment

The procurement of equipment, consumables and services, including maintenance, must comply with all relevant national and EU legislation and consideration must be given to the energy and waste implications of all procurements. For contracts over £25,000, excluding VAT, professionally qualified procurement staff must be consulted before the procurement process begins. Any proposal to purchase equipment in the last 6 months of the Grant must be pre-approved by UKRI.

RGC 9.2 Ownership of Equipment

You must inform us if the need for the equipment diminishes substantially or it is not used for the purpose for which it was funded during the Grant Period. We reserve the right to determine the disposal of such equipment and to claim the proceeds of any sale. Any proposal to transfer ownership of the equipment during the period of the Grant requires the prior approval by UKRI.

RGC 9.3 Equipment Data

All new equipment purchased over £138,000 (£115,000 ex VAT) must be registered on the "Equipment data" national database.

RGC 10 Financial Reporting

RGC 10.1 You are accountable for funds dispersed and are responsible for the timely and accurate submission of all expenditure reports required under the Terms and Conditions of Grant, including the submission of an expenditure statement within 3 months of the end of the Grant Period. We are entitled to require You to provide supplementary information in support of an interim or final expenditure statement. Once an expenditure statement has been received and the expenditure incurred has been reconciled against payments made, it will be considered as final. Any unspent funds will be recovered.

RGC 10.2 You must retain all accounting information relating to the Grant for the current financial year plus the subsequent six years after the submission date of the final expenditure statement.

RGC 10.3 If We send an Annual Statement to return showing payments made by UKRI during the previous financial year for all the Grants You hold, You must complete and return the statement by the specified deadline.

RGC 11 Sanctions

RGC 11.1 We reserve the right to impose financial sanctions and/or additional measures if You do not comply with Your obligations as set out in these Standard Terms and Conditions of Grant and any Specific Terms and Conditions of Grant.

RGC 11.2 If the End of Award Report (if required) or the Financial Expenditure Statement is not received within 3 months of the end of the Grant Period, UKRI will recover 20% of expenditure incurred on the Grant. All payments will be recovered if the report or statement is not received within 6 months of the end of the Grant. You may appeal against a sanction, but must do so within 60 days of the pay run in which the sanction was imposed.

RGC 11.3 Where an Organisation is deemed to be non-compliant in the application of TRAC, a minimum sanction of 75% of the non-compliant rate may be applied, where an Organisation is applying rates which are materially inaccurate (>10% variance on any single rate). These sanctions would only apply to future applications, until a time that UKRI Funding Assurance are satisfied that remedial measures are implemented.

RGC 12 Exploitation, Impact and Acknowledgement

RGC 12.1 Unless otherwise agreed, all intellectual property shall belong to the party that generates them. Where the Grant is associated with more than one Research Organisation and/or other project partners, the basis of collaboration between the organisations including ownership of intellectual property and rights to exploitation, must be set out in a formal collaboration agreement in a way that is proportionate to and appropriately reflects the exact nature of the collaboration.

RGC 12.2 You are responsible for ensuring that all parties engaged in the research make every reasonable effort to ensure that the intellectual assets obtained in the course of the research, whether protected by intellectual property rights or not, are used to the benefit of society and the economy.

RGC 12.3 In individual cases, We reserve the right to retain ownership of intellectual assets, including intellectual property (or assign it to a third party under an exploitation agreement) and to arrange for it to be exploited for the national benefit and that of the Research Organisation involved.

RGC 12.4 The Grant Holder shall, subject to the procedures laid down by the Research Organisation, publish the results of the research funded by the Grant in accordance with normal academic practice and Our policy on Open Access: <https://www.ukri.org/manage-your-award/publishing-your-research-findings/making-your-research-article-open-access/#contents-list>. Publications will be accepted in English or Welsh.

Publications and other forms of media communication, including media appearances, press releases and conferences, must acknowledge the support received from Us, quoting the Grant reference number if appropriate. Please see details on how to acknowledge funding at <https://www.ukri.org/manage-your-award/publishing-your-research-findings/acknowledging-your-funding/#contents-list>.

RGC 12.5 The Grant Holder shall, subject to the procedures laid down by the Research Organisation, manage and share research data arising from the Grant in accordance with UKRI's research data policies: <https://www.ukri.org/manage-your-award/publishing-your-research-findings/making-your-research-data-open/>

RGC 13 Disclaimer

RGC 13.1 UK Research and Innovation accepts no liability, financial or otherwise, for expenditure or liability arising from the research funded by the Grant except as set out in these Terms and Conditions, or otherwise agreed in writing.

RGC 13.2 UKRI reserves the right to amend the payment profile at its discretion. You will be advised, in advance, of any such change. Changes to payment profiles may affect the overall value of the Grant.

RGC 13.3 UKRI reserves the right to terminate the Grant at any time, subject to reasonable notice and to make any payment that We agree may be necessary to cover outstanding and unavoidable commitments. If a Grant is terminated or reduced in value, no liability for payment, redundancy or any other compensatory payment for the dismissal of staff funded by the Grant will be accepted, but, subject to the provisions of RGC 10 Financial Reporting, negotiations will be held with regard to other contractual commitments and concerning the disposal of assets acquired under the research grant.

RGC 13.4 Where studies are carried out in an NHS Trust or equivalent, the Trust or equivalent has a duty of care to its patients. UK Research and Innovation does not accept liability for any failure in the Trust's duty of care, or any negligence on the part of its employees.

RGC 14 Status

RGC 14.1 The Terms and Conditions of Grant which include these Standard Terms and Conditions of Grant and the Specific Terms and Conditions of Grant will be governed by the laws of England and Wales and all matters relating to the Terms and Conditions will be subject to the exclusive jurisdiction of the courts of England and Wales.

RGC 14.2 If any provision of these Terms and Conditions is found by a court or other legitimate body to be illegal, invalid or unreasonable, it will not affect the remaining Terms and Conditions which will continue in force.

RGC 14.3 The Terms and Conditions of Grant contain the whole agreement between UKRI and the Research Organisation in relation to the Grant and neither party intends that any of these Terms and Conditions should be enforceable by any third party.

Annex A: Definitions

Co-Investigator: A person who assists the Grant Holder in the management and leadership of the Project.

Council: Any of the bodies listed under the Introduction.

Directly Allocated Costs: Costs of resources used by the Project that are shared by other activities. They are charged on the basis of estimates rather than actual costs and do not represent actual costs on a project by project basis.

Directly Incurred Costs: Costs that are explicitly identifiable as arising from the conduct of the Project which are charged as the cash value actually spent and are supported by an audit record.

End of Award Report: A report which the Grant Holder must provide at the end of the Grant Period, detailing the outputs, outcomes

and impacts of the project to date.

Exceptions: Directly Incurred Costs that Councils fund at 100% of fEC subject to actual expenditure incurred, or items that are outside fEC.

Fellowship Grant: An award made through a fellowship competition providing a contribution to the support of a named individual. It covers the cost of the time dedicated by the fellow to their personal research programme, and may or may not include research support costs.

Full Economic Costs (fEC): A cost which, if recovered across an organisation's full programme, would recover the total cost (direct, indirect and total overhead) including an adequate recurring investment in the organisation's infrastructure.

Funding Assurance Programme: A programme of visits and office based tests by UKRI to seek assurance that grant funds are used for the purpose for which they are given and that grants are managed in accordance with the terms and conditions under which they are awarded Grant Support for a proportion of the full economic costs of the Project. A Grant may be either a Research Grant or a Fellowship.

Grant: Support for a proportion of the full economic costs of the Project. A Grant may be either a Research Grant or a Fellowship.

Grant Holder: The person to whom the Grant is assigned and who has responsibility for the intellectual leadership of the Project and for the overall management of the research funded by the Grant. The Grant Holder is either the Principal Investigator (in the case of a Research Grant) or a Research Fellow (in the case of a Fellowship Grant).

Grant Period: The duration of time between the Project start and end date.

Grant Terms and Conditions: The Standard Terms and Conditions of Grant together with the Specific Terms and Conditions of Grant that together comprise the basis on which the Grant is awarded to the Research Organisation.

Indirect Costs: Non-specific costs charged across all projects based on estimates that are not otherwise included as Directly Allocated Costs. They include the costs of the Research Organisation's administration such as personnel, finance, IT, legal, general laboratory, office consumables, library and some departmental services.

Je-S: Joint Electronic Submissions system used for the submission of Grant related information.

Offer Acceptance: A document to be completed and returned by the Research Organisation either accepting or declining the Grant.

Grant Offer Letter / Offer Letter: An official document setting out specific details of the Grant, including the Project start and end date, Grant value and any Specific Terms and Conditions of the Grant as required by the relevant Council.

Official Start Date: The official start date of the Grant, as set out in the Start Confirmation.

Project: The project funded by the Grant as set out in the Offer Letter.

Project Partner: A third party person who is not employed on the Grant, or a third party organisation, who provides specific contributions either in cash or in kind to the Project.

Research Grant: A contribution to the costs of the research Project which has been assessed as eligible for funding through the procedures established by the relevant Council.

Research Organisation (RO)/Grant Awardee: The organisation to which the Grant is awarded and which takes responsibility for the management of the Project and accountability for funds provided.

Research Worker: Any person or third party working in any capacity on the Project.

Specific Terms and Conditions of Grant/Specific Conditions: The specific conditions of grant required in addition to the Standard Terms and Conditions on a Grant by an individual Council of UKRI.

Standard Conditions of Grant/Standard Conditions: The Standard Terms and Conditions of Grant published on UKRI's website at: www.ukri.org/apply-for-funding/before-you-apply/your-responsibilities-if-you-get-funding/meeting-ukri-terms-and-conditions-for-funding/

Start Confirmation: A document to be completed and returned to UKRI by the Research Organisation, confirming the Official Start Date on which the Project commences.

Studentship: The term used for the funding award made by a Research Organisation to a student for the purpose of undertaking postgraduate training leading to the award of a postgraduate degree.

The Funding Service (TFS): UKRI's new system for application submission

Third Party: Any person/organisation to which the award holding RO passes on any of the Grant funds awarded by the Council.

Transparent Approach to Costing (TRAC): An agreed methodology used by universities and other higher education bodies for calculating full economic costs.

Timesheets: A record of the amount of time an individual has spent on each activity they have worked on for a fixed period, typically one calendar month. Timesheets can be physical copies of paper with wet signatures, or an electronically completed workbook/ dedicated software solutions which maintain an audit trail of completion and authorisation dates.

Annex B: Information Sources

These Grant Terms and Conditions should be read in conjunction with the following sources. In the event of any conflict the terms of these Conditions should prevail:

- 1) Use of Grant Proposal & Training Grant information addendum: www.ukri.org/apply-for-funding/before-you-apply/your-responsibilities-if-you-get-funding/meeting-ukri-terms-and-conditions-for-funding/
- 2) UKRI Privacy Notice: www.ukri.org/about-us/privacy-notice/
- 3) UKRI Grant Terms and Conditions web page: www.ukri.org/apply-for-funding/before-you-apply/your-responsibilities-if-you-get-funding/meeting-ukri-terms-and-conditions-for-funding/
- 4) Subsidy Control Act 2022: See UK Government guidance 'Complying with the UK's international obligations on subsidy control: guidance for public authorities'
- 5) State Aid: Articles 107 to 109 of Section 2, Title VII, of the Common Rules on Competition, Taxation and Approximation of Laws, Consolidated versions of the Treaty on European Union and the Treaty on the Functioning of the European Union (2008/C 115/01)
- 6) Article 10, Protocol on Ireland/Northern Ireland, EU Withdrawal Agreement
- 7) De Minimis Aid: Commission Regulation (EU) No 1407/2013
- 8) General Block Exemption Regulation: Commission Regulation EU No. 651/2014
- 9) UKRI Due Diligence Guidance and Questionnaire: www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/equitable-partnerships/
- 10) UKRI Trusted Research and Innovation Principles: <https://www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/trusted-research-and-innovation/>
- 11) Concordat for Engaging the Public with Research: www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/public-engagement/
- 12) UK Policy Framework for Health and Social Care Research
- 13) Policy and Guidelines on Governance of Good Research Conduct: www.ukri.org/publications/ukri-policy-on-the-governance-of-good-research-practice/
- 14) Concordat to Support Research Integrity (2019)
- 15) Animals (Scientific Procedures) Act 1986
- 16) Responsibility in the use of animals in bioscience research guidance: www.nc3rs.org.uk/responsibility-use-animals-bioscience-research
- 17) UKRI Policies and Principles for Equality, Diversity and Inclusion: www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/equality-diversity-and-inclusion/
- 18) Equality Act 2010
- 19) Modern Slavery Act 2015
- 20) Advisory, Conciliation and Arbitration Service (ACAS) 'Bullying and Harassment in the Workplace: A Guide for Managers and Employers'
- 21) UKRI Preventing Harm in Research and Innovation Policy: <https://www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/preventing-harm-in-research/>
- 22) UKRI fEC Grant Guidance: www.ukri.org/apply-for-funding/before-you-apply/your-responsibilities-if-you-get-funding/meeting-ukri-terms-and-conditions-for-funding/
- 23) Research Outcome Reporting Requirements: www.ukri.org/apply-for-funding/manage-your-funding-award/report-your-research-outcomes/
- 24) Research Integrity: www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/research-integrity/
- 25) 2019 Concordat to Support the Career Development of Researchers
- 26) Open Access Policy: <https://www.ukri.org/manage-your-award/publishing-your-research-findings/acknowledging-your-funding/#contents-list>

Application of MRC Additional Terms and Conditions

As with the UKRI Standard Terms and Conditions, in these MRC Additional Terms and Conditions the words "We", "Our" or "Us" refer to the Medical Research Council (MRC), as the awarding council and "You" or "Your" refer to the Research Organisation in receipt of the Grant. Other key terms used are set out in the Definitions at Annex A in the UKRI Standard Terms and Conditions.

These Additional Terms and Conditions, together with the UKRI Standard Terms and Conditions <https://www.ukri.org/apply-for-funding/before-you-apply/your-responsibilities-if-you-get-funding/meeting-ukri-terms-and-conditions-for-funding/> comprise the Grant Terms and Conditions on which UKRI awards the MRC Grant to the Research Organisation. We reserve the right to vary these Additional Terms and Conditions.

Additional Terms and Conditions of Grant

MRC AC 1 Accountability & Responsibilities of the Research Organisation (in addition to RGC 2)

MRC AC 1.1 You are responsible for ensuring the Project is carried out in accordance with all applicable operational, legislative and ethical conditions and requirements relating to medical research.

MRC AC 1.2 You are responsible for obtaining all necessary licenses, approvals, permissions and consent for the research and ensuring no research requiring approvals starts until they are in place.

MRC AC 1.3 You must demonstrate to Us on request that required approvals are in place, or were in place before research started. We reserve the right to audit this at any time without prior notice.

MRC AC 2 Registered Healthcare Professionals

MRC AC 2.1 You must ensure all registered healthcare professionals supported by Our funding are aware they are individually responsible for maintaining appropriate professional indemnity insurance, We will not meet the costs of such cover.

MRC AC 2.2 Registered healthcare professionals supported by Our funding may not work more than the agreed time commitment for clinical duties.

MRC AC 2.3 Any honorary contracts required by registered healthcare professionals must be obtained prior to the start of the Project.

MRC AC 2.4 You must abide by the 'UK clinical academic training in medicine and dentistry: principles and obligations' (<https://www.ukri.org/publications/uk-clinical-academic-training-in-medicine-and-dentistry/>) and the 'UK clinical academic training for nurses, midwives, AHPs and other health and care professionals: principles and obligations' (<https://www.nihr.ac.uk/documents/uk-clinical-academic-training-for-nurses-midwives-and-other-professionals-allied-to-medicine-principles-and-obligations/27109>)

MRC AC 3 Mouse Strains

Where research involves mouse strains, the Grant Holder must contact the MRC mouse Frozen Embryo and Sperm Archive (FESA) at Harwell before research starts, regarding mouse strains to be engineered, or characterised by the project. You should deposit these strains with FESA wherever possible <https://www.har.mrc.ac.uk/mlc-services/archiving-and-distribution/>.

MRC AC 4 Human Participants in Research

Research involving human participants must be undertaken in accordance with Our policies and guidance <https://www.ukri.org/councils/mrc/guidance-for-applicants/policies-and-guidance-for-researchers/supporting-good-research-practice/#ethics>

MRC AC 5 Clinical Trials

MRC AC 5.1 Where research involves MRC-funded clinical trials, Grant Holders must act in accordance with Our policies on research sponsorship <https://www.ukri.org/councils/mrc/guidance-for-applicants/policies-and-guidance-for-researchers/clinical-research-governance/clinical-trials-regulations/>

MRC AC 5.2 Research involving MRC-funded clinical trials conducted in lower and middle income countries (LMICs) must follow Our guidelines for oversight and management of global health trials <https://www.ukri.org/publications/management-of-global-health-trials-mrc-guidelines/>.

MRC AC 5.3 You must establish an independent Trial Steering Committee to oversee the conduct of the trial. Other governance and oversight arrangements must be agreed with Us, such as requirement for a Data Monitoring Committee.

MRC AC 5.4 Clinical trials must be registered with the ISRCTN Registry <https://www.isrctn.com/> and receive an ISRCTN number. The ISRCTN number must be used in publications and added to Researchfish within 12 months of the trial starting. If You fail to provide the ISRCTN number when requested the Grant will be suspended. You must update the ISRCTN registry regularly and report or publish trial results within 24 months of study completion.

MRC AC 5.5 Trial results should be reported in accordance with the recommendations in the CONSORT statement <http://www.consort-statement.org/>. Before results are published, they must be discussed by the Trial Steering Committee. If You fail to publicly report results from an MRC-funded trial, We will not permit other related MRC awards to start until these results are reported.

MRC AC 5.6 Any contribution to an MRC-funded trial by another body, such as a pharmaceutical company (donation of drugs etc.), must be the subject of a collaboration agreement between the parties (see AC 10).

MRC AC 6 Stem Cells

MRC AC 6.1 Where research involves human stem cell lines (both embryonic and adult), Grant Holders must abide by the UK Code of Practice for the use of Human Stem Cell lines <https://www.ukri.org/publications/the-use-of-human-stem-cell-lines-code-of-practice-2010/>

MRC AC 6.2 Where research involves human embryonic stem cells (hESCs), Grant Holders must deposit a sample of every human embryonic stem cell line derived with Our funding in the UK Stem Cell Bank. Applications to deposit, access banked hESC lines, or use hESC lines from the UK or overseas must be approved by the Steering Committee for the UK Stem Cell Bank <https://www.ukri.org/councils/mrc/guidance-for-applicants/policies-and-guidance-for-researchers/uk-stem-cell-bank-steering-committee/>

MRC AC 7 Data Protection (in addition to RGC 2.2)

All researchers handling confidential information must have clearly established responsibilities to maintain confidentiality, formalised within Your policies or through professional codes of conduct.

MRC AC 8 Open Access Policy - Publication Repositories

All MRC funded researchers must comply with UKRI open access requirements. To comply with the UKRI Policy on Open Access (see RGC 12.4 and <https://www.ukri.org/manage-your-award/publishing-your-research-findings/making-your-research-publications-open-access/>) the Grant Holder must deposit all publications within the scope of the policy in Europe PMC. This must be the Author's Accepted Manuscript (or Version of Record, where the publisher permits). Deposit must occur at the time of final publication, as defined in Annex 1 of the UKRI Open access policy. This applies both during and after the period of funding. For more information see <https://www.ukri.org/councils/mrc/guidance-for-applicants/policies-and-guidance-for-researchers/open-access-policy/>

MRC AC 9 MRC Industry Collaboration Framework

For Industry Collaboration Framework awards You must provide Us with a copy of the collaboration agreement, signed by all partners, within 3 months of the date of this Offer Letter and prior to the Official Start Date. The grant will not start until this

document has been submitted and approved by Us <https://www.ukri.org/councils/mrc/guidance-for-applicants/types-of-funding-we-offer/mrc-industry-collaboration-framework-icf/>

Schedule 3: Data Protection

1. DEFINITIONS

In this Schedule 3, the following definitions shall apply in addition to those set out in Clause 1 of this Collaboration Agreement:

"Controller", "Data Subject", "Data Protection Officer" and "Personal Data Breach"	shall have the meaning given to those terms in the applicable Data Protection Laws;
"Data Protection Laws"	means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the Processing of Personal Data to which a Party is subject, including the Data Protection Act 2018 (" DPA "), the UK GDPR (as defined below) and all legislation enacted in the United Kingdom (" UK "), in respect of the protection of personal data; and the GDPR (EU) 2016/679, and Law No. 13,709/2018 (General Data Protection – LGPD) as amended by Law No.13,583/2019, Law No. 12,965/2014 (Marco Civil da Internet), Federal Decree No. 8,771/2016 (b) any code of practice or guidance published by the ICO (or equivalent regulatory body) from time to time;
"Data Subject Request"	means an actual or purported request or notice or complaint from or on behalf of a Data Subject exercising his rights under the Data Protection Laws in relation to Personal Data including without limitation: the right of access by the Data Subject, the right to rectification, the right to erasure, the right to restriction of processing, the right to data portability and the right to object;
"Applicable Supervisory Authority"	means the UK Information Commissioner's Office, or any successor or replacement body from time to time; or the <i>Autoriteit Persoonsgegevens</i> ; or the <i>Autoridade Nacional de Proteção de Dados</i> ; or any other supervisory authority in connection with Data Protection Laws;
"Joint Controllers"	means where two or more Controllers jointly determine the purposes and means of Processing;
"Losses"	means all losses, fines, penalties, liabilities, damages, costs, charges, claims, amounts paid in settlement and expenses (including legal fees (on a solicitor/client basis), disbursements, costs of investigation (including forensic investigation), litigation, settlement (including ex gratia payments), judgment, interest and penalties), other professional charges and expenses, disbursements, cost of breach notification including notifications to the data subject, cost of complaints handling (including providing data subjects with credit reference checks, setting up contact

centres (e.g. call centres) and making ex gratia payments), all whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;

"Personal Data" means any personal data (as defined in the Data Protection Laws) Processed by either Party in connection with this Collaboration Agreement, and for the purposes of this Collaboration Agreement includes Sensitive Personal Data, as such Personal Data is more particularly described in Appendix 1 (*Data Processing Particulars*);

"Purpose" means the purpose(s) for which the Personal Data will be Processed by the Parties in connection with this Collaboration Agreement as more particularly described in Appendix 1 (*Data Processing Particulars*);

"Processing" has the meaning set out in the Data Protection Laws (and **"Process"** and **"Processed"** shall be construed accordingly);

"Protective Measures" appropriate technical and organisational measures which may include pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, ensuring the reliability and integrity of any personnel who have access to the Personal Data, and regularly assessing and evaluating the effectiveness of the measures;

"Sensitive Personal Data" means Personal Data that reveals such special categories of data as are listed in Article 9(1) of the UK GDPR;

"Term" means the agreed length of this arrangement set out in Appendix 1 (*Data Processing Particulars*); and

"UK GDPR" has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

2. ALLOCATION OF RESPONSIBILITIES

2.1 The Parties envisage that they shall each be a Joint Controller in respect of the Personal Data in accordance with the terms of this Collaboration Agreement. Accordingly, the Parties each undertake to comply with the applicable Data Protection Laws in respect of their Processing of the Personal Data as Controllers.

2.2 The Parties agree that UFSCar:

- (a) is the exclusive point of contact for Data Subjects; and
- (b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects under Law No. 13,709/2018 (General Data Protection – LGPD) as amended by Law No.13,583/2019, Law No. 12,965/2014 (Marco Civil da Internet), Federal Decree No. 8,771/2016; and

- (c) shall, in relation to any Data Subject Request under UK GDPR or EU GDPR, direct such Data Subjects as follows: (i) for requests concerning UK GDPR to UCL; or (ii) for requests concerning EU GDPR to MU; and
- (d) is responsible for all steps necessary to comply with Data Protection Laws in so far as is applicable to UFSCar regarding the exercise by Data Subjects of their rights under such Data Protection Laws; and
- (e) shall make available to Data Subjects the essence of this Schedule 3 (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence.

2.3 Notwithstanding the terms of clause 2.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Laws as against each Party as Controller.

3. UNDERTAKINGS OF THE PARTIES

3.1 Each Party undertakes that it shall:

- (a) report to the other Parties every 3 months on:
 - (i) the volume of Data Subject Requests from Data Subjects (or third parties on their behalf);
 - (ii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Laws;
 - (iii) any communications from the Applicable Supervisory Authority; and
 - (iv) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by law, that it has received in relation to the Personal Data and/or this Collaboration Agreement during that period.
- (b) notify each other promptly if it receives any request, complaint or communication made as referred to in clauses 3.1(a)(i) to (iv);
- (c) not disclose or transfer the Personal Data to any third party unless necessary for the Purpose. For the avoidance of doubt, any third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Collaboration Agreement;
- (d) ensure that at all times it has in place Protective Measures as appropriate to protect against a Personal Data Breach having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from such a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures.
- (e) not Process the Personal Data in a way that is incompatible with the Purpose; and
- (f) ensure that it notifies the other Parties in writing without undue delay and, in any event, within twenty-four (24) hours of it becoming aware of any actual or suspected Personal Data Breach in relation to the Personal

Data and shall, within such timescale to be agreed by the Parties (acting reasonably and in good faith):

- (i) implement any measures necessary to restore the security of the compromised Personal Data; and
- (ii) support the other Party to make any required notifications to the Applicable Supervisory Authority and affected Data Subjects.

3.2 Each Joint Controller shall use its reasonable endeavours to assist each other Controller to comply with any obligations under applicable Data Protection Laws and shall not perform its obligations under this Collaboration Agreement in such a way as to cause another Joint Controller to breach any of its obligations under applicable Data Protection Laws to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations

4. AUDIT

4.1 Each Party shall permit:

- (a) A Party, or a third-party auditor acting under that Party's direction ('Auditing Party'), to conduct, at that the Auditing Party's cost, data privacy and security audits, assessments and inspections concerning a Party's data security and privacy procedures relating to Personal Data, its compliance with this Collaboration Agreement and the Data Protection Laws; and/or
- (b) An Auditing Party's access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by a Party so far as relevant to this Collaboration Agreement, and procedures.

4.2 The Lead University may, in its sole discretion, require each Collaborating University to provide evidence of that Collaborating University's compliance with clause 4.1 in lieu of conducting such an audit, assessment or inspection.

5. INDEMNITY

5.1 Subject to clause 5.2 of this Schedule 3, each Party shall indemnify on demand and keep indemnified each other Party from and against all and any Losses that are sustained, suffered or incurred by, awarded against or agreed to be paid by that other Party, to the extent such Losses arise from the indemnifying Party's failure to comply with the Data Protection Laws, including, in particular all Losses resulting from:

- (a) any monetary penalties or fines levied by the Applicable Supervisory Authority on the other Party;
- (b) the costs of an investigative, corrective or compensatory action required by the Applicable Supervisory Authority, or the defence of a proposed or actual enforcement taken by the Applicable Supervisory Authority;
- (c) any Losses suffered or incurred by, awarded against, or agreed to be paid by the other Party pursuant to a claim, action or challenge made by a third party to or against the other Party (including by a Data Subject); and

Except to the extent covered by clause (a) or (b) or (c), any Losses suffered or incurred, awarded against or agreed to be paid by the other Party.

5.2 The indemnity in clause 5.1 is conditional upon the indemnified Party:

- (a) promptly notifying the indemnifying Party of the details of the claim;
- (b) not making any admission in relation to the claim;
- (c) taking reasonable steps to mitigate its losses and expenses arising from the claim;
- (d) allowing the indemnifying Party to have the conduct of the defence and settlement of the claim; and
- (e) providing the indemnifying Party all reasonable assistance in dealing with the claim.

The indemnity in clause 5.1 will not apply to the extent that the claim arises as a result of the indemnified Party's negligence or wilful misconduct.

5.3 Clause 8.5 of the Collaboration Agreement shall not apply to the indemnity under this clause 5.

6. DATA RETENTION

6.1 The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Laws and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by a Party for statutory compliance purposes or as otherwise required by this Collaboration Agreement), and taking all further actions as may be necessary to ensure its compliance with Data Protection Laws and its privacy policy.

**Appendix 1 of Schedule 3
Data Protection Particulars**

<p>The subject matter and duration of the Processing</p>	<p>The Parties will Process Personal Data as part of the Project entitled “<i>Speaking Up for COPD through Artificial Intelligence in Brazil I</i>”, as described in Schedule 1.</p> <p>The Parties will Process the Personal Data for the duration of the Project Period.</p>
<p>The Purpose of the Processing</p>	<p>The Purpose of the Processing is to enable the Parties to carry out their respective activities under the Project, (particularly with regards to the Personal Data relating to the health of the research Participants).</p> <p>The lawful basis for Processing of the Personal Data by the Parties is that it is necessary for the performance of a task carried out in the public interest (Article 6(1)(e) of the UK GDPR).</p>
<p>The type of Personal Data being Processed (including any Sensitive Personal Data)</p>	<p>Specifically, the research will use quantitative and qualitative data provided by vocal biomarker analyses captured from recorded speech and a software application, along with clinical evaluations of the participants. The clinical evaluation will include demographic data, medical history, risk factors, questionnaires on lung disease, quality of life and health status, vital signs, spirometry, and exercise testing. Voice recordings will include speech tasks, and other vocal characteristics will be extracted, i.e. syllables per respiratory group, speech rate, articulation rate, mean frequency, mean intensity, pitch variability, mean centre of gravity, inhalations, non-linguistic inhalations, voice-to-silent ratio intervals, formants, mean frequency, mean intensity, duration, shimmer, shim APQ3, shim APQ5, jitter, jitter PPQ5, jitter RAP, HNR, and voice breaks.</p>
<p>The categories of Data Subjects</p>	<p>Patients or healthcare recipients in Brazil.</p>

Schedule 4: Background

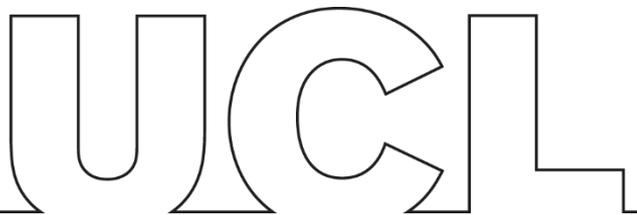
It is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for use for performance of the Project.

Any limitations included in this Schedule 4 shall not contravene the terms of this Agreement.

Name Party	Description of Background	Specific limitations and/or conditions for use for performance of the Project
<p>University College London</p>	<p>[Description of Background Information]</p>	<p>[Explanation]</p>
<p>Universidade Federal de Sao Carlos</p>	<p><i>Universidade Federal de São Carlos</i> has established expertise in the (patho)physiology and respiratory mechanics underlying respiratory diseases such as asthma and COPD.</p> <p><i>Universidade Federal de São Carlos</i> has a comprehensive understanding of exercise limitation mechanisms, functional diagnostics, and exercise physiology, encompassing both normal and pathological physiological responses to physical activity.</p> <p><i>Universidade Federal de São Carlos</i> is also proficient in the assessment of exercise capacity, the prescription and monitoring of individualized exercise interventions, and the development of evidence-based pulmonary rehabilitation strategies."</p>	<p>[Explanation]</p>
<p>Maastricht University</p>	<p>Maastricht University had knowledge about the conceptualization, development, verification, validation and release of speech and other digital biomarkers.</p>	<p>Use of the platform, mobile apps, speech library, algorithms, results, generated by the algorithms, and software are only for the purpose of the execution in this Project. In</p>

Name Party	Description of Background	Specific limitations and/or conditions for use for performance of the Project
	<p>Maastricht University has developed a proprietary pipeline for execution of speech tasks, gathering of voice recordings, feature extraction, and AI-based generation of vocal biomarkers in respiratory diseases.</p> <p>Maastricht University has knowledge about the conceptualization, development, execution and coordination of voice-based (remote) trials in people with respiratory diseases.</p> <p>Maastricht University has developed artificial intelligence-based algorithms to detect and monitor people with chronic respiratory diseases, such as asthma and COPD, using voice.</p> <p>Maastricht University has developed software, platforms and (mobile) applications in IOS and Android to detect and monitor people living with chronic respiratory disease, such as those with asthma and COPD.</p> <p>Maastricht University has built a database of voice recordings from people with asthma and COPD.</p> <p>Maastricht University has knowledge about the (patho)physiology, and respiratory mechanics underlying respiratory diseases such as asthma</p>	<p>case for use outside or after the Project, the Parties shall conclude separate agreements.</p>

Name Party	Description of Background	Specific limitations and/or conditions for use for performance of the Project
	and COPD, and how to detect and monitor using pulmonary function tests and wearable devices.	



UFSCar
N.º: 012/2026
Processo: 23112.029054/2025-51

ACORDO DE COOPERAÇÃO ACADÊMICA (FORMATO EXTENSO)

ESTE ACORDO DE COOPERAÇÃO é celebrado na data de 13 February 2026 **ENTRE:**

- (1) **UNIVERSITY COLLEGE LONDON**, pessoa jurídica constituída por Carta Régia sob o n.º RC000631, cuja sede fica na Rua Gower, Londres, WC1E 6BT, Inglaterra, Reino Unido (doravante “**Universidade Líder**”);
- (2) **UNIVERSIDADE FEDERAL DE SÃO CARLOS**, pessoa jurídica de direito público criada pela Lei n.º 3.835/1960, de 13 de dezembro, cuja sede fica na Rodovia Washington Luís, km 235, São Carlos (SP), 13565-905, Brasil (doravante “**UFSCar**”);
- (3) **UNIVERSIDADE DE MASTRIQUE**, mais especificamente a Faculdade de Saúde, Medicina e Ciências da Vida (FHML) e seu Instituto de Nutrição e Pesquisa Translacional em Metabolismo (NUTRIM), uma entidade pública conforme as leis dos Países Baixos, registrada na Câmara de Comércio da Holanda sob número de registro 50169181, com sede em *Minderbroedersberg*, n.º 4-6, 6211 LK Mastrique, Países Baixos, representada pelo Conselho Executivo na pessoa da Prof.^a Dr.^a A. M. W. J. Schols, Decana da FHML (doravante “**MU**”).

Cada uma delas uma “Parte” e coletivamente as “Partes”. As Partes (2) e (3) são, cada uma, uma “Universidade Acordante” e coletivamente as “Universidades Acordantes”.

PREÂMBULO

- A. A Universidade Líder foi a candidata líder numa proposta ao UKRI – Pesquisa e Inovação do Reino Unido (“**Órgão Financiador**”) de um projeto de pesquisa chamado “*Defendendo a DPOC por meio de inteligência artificial no Brasil*” (“**Projeto**”), conforme estabelecido, em inglês, no Anexo A; e
- B. O Órgão Financiador concedeu um contrato (de financiamento) à Universidade Líder para levar a cabo o Projeto, o que está estabelecido, em inglês, no Anexo B (“**Contrato**”); e
- C. A Universidade Líder tem interesse em que as Universidades Acordantes levem a cabo uma parte do projeto conforme o previsto na proposta ao Órgão Financiador.

Este Acordo de Cooperação estabelece os termos sob os quais as Partes devem executar o Trabalho Atribuído (conforme o definido a seguir):

AS PARTES, PELO PRESENTE INSTRUMENTO, ACORDAM:

1. DEFINIÇÕES

- 1.1. As seguintes expressões devem ter os seguintes significados neste Acordo de Cooperação, incluindo seus considerandos, a menos que o contexto exija o contrário:

“Trabalho Atribuído”	significa a pesquisa a ser executada por cada uma das Partes no Projeto.
“Antecedentes”	significa todas as invenções, desenhos, informações, especificações, fórmulas, melhorias, descobertas, <i>know-how</i> , dados, processos, métodos, técnicas e os direitos de Propriedade Intelectual neles contidos, de propriedade ou controlados por qualquer das Partes antes do começo ou independentemente do Projeto, e com a qual a Parte proprietária contribui ou usa no curso da execução do Projeto. Para evitar dúvidas, os Antecedentes não incluem Resultados. Cada Parte pode escolher identificar tais Antecedentes no Anexo D.
“Copesquisadores”	são a Prof. ^a Renata Mendes da UFSCar e o Dr. Sami Simons da MU.
“Informações Confidenciais”	significa quaisquer Antecedentes divulgados por uma das Partes às outras para uso no Projeto e quaisquer Resultados nos quais aquela Parte possua a Propriedade Intelectual.
“Contrato”	tem o significado que lhe foi dado no item (B) do Preâmbulo.
“Data de Retirada”	tem o significado que lhe é dado no dispositivo 6.1.
“Órgão Financiador”	tem o significado que lhe foi dado no item (A) do Preâmbulo.
“Propriedade Intelectual”	significa propriedade intelectual de qualquer descrição, incluindo, mas não limitada a, patentes, direitos autorais, direitos sobre bases de dados, direitos sobre desenhos (registrados e não registrados), marcas comerciais, nomes comerciais e marcas de serviço, pedidos acerca de qualquer um dos itens acima.
“Pesquisador Principal”	é o Prof. John Hurst na Universidade Líder, ou seu substituto conforme o acordado com o Órgão Financiador.
“Prazo do Projeto”	significa 7 de fevereiro de 2025 a 7 de fevereiro de 2028.
“Protocolo”	O Protocolo deve ser fornecido às Universidades Acordantes após a assinatura deste Acordo de Cooperação.
“Dados do Participante”	significa informações ou dados que sejam coletados de indivíduos na execução do projeto.

“Resultados”	significa todas as invenções, desenhos, informações, especificações, fórmulas, melhorias, descobertas, <i>know-how</i> , dados, processos, métodos, técnicas e os direitos de Propriedade Intelectual neles contidos que sejam gerados ou primeiramente reduzidos à prática por qualquer Parte ou Partes diretamente como resultado do trabalho levado a cabo em conformidade com este Acordo de Cooperação.
“Parte Rescindente”	tem o significado que lhe é dado no dispositivo 7.3 .
“Parte Retirante”	tem o significado que lhe é dado no dispositivo 6.1 .

Neste Acordo de Cooperação, referências a Cláusulas e Anexos referem-se a cláusulas e anexos deste Acordo de Cooperação; e a forma singular de qualquer palavra inclui o plural, e vice-versa, conforme o exigido pelo contexto.

2. O PROJETO

- 2.1. As Partes devem envidar seus esforços razoáveis para colaborar no Projeto conforme o descrito, em inglês, no Anexo A deste Acordo de Cooperação, incluindo quaisquer modificações, exclusões ou expansões aprovadas por escrito por todas as Partes, em conformidade com as disposições deste Acordo de Cooperação, do Protocolo e o consentimento dos participantes, e de forma a permitir à Universidade Líder cumprir as obrigações da Universidade Líder para com o Contrato. As Partes deste Acordo de Cooperação estão vinculadas *mutatis mutandis* aos termos e condições do Contrato, que faz parte deste Acordo de Cooperação; exceto às disposições do Contrato que são particulares à Universidade Líder e/ou às outras partes do Contrato, que se aplicam somente a estas partes. Na hipótese de qualquer conflito entre os termos deste Acordo de Cooperação e os termos do Contrato, os termos do Contrato prevalecerão.
- 2.2. O Projeto deve ser executado por ou sob a direção e supervisão do Pesquisador Principal e dos copesquisadores, conforme o listado na proposta original ao Órgão Financiador.
- 2.3. A respeito do Trabalho Atribuído, cada uma das Partes deve envidar seus esforços razoáveis para fornecer instalações adequadas; para obter quaisquer materiais, equipamentos e pessoal requisitados; e para levar a cabo o trabalho diligentemente dentro do escopo deste Acordo de Cooperação. Embora cada uma das Partes deva envidar seus esforços razoáveis para executar o Projeto, nenhuma das Partes compromete-se com que o trabalho levado a cabo no âmbito ou nos termos deste Acordo de Cooperação levará a qualquer resultado particular, nem que o sucesso de tal trabalho será garantido. Para evitar dúvidas, nada neste dispositivo 2.3 pretende permitir a qualquer das Partes fazer engenharia reversa de ou analisar de outra forma qualquer dos materiais fornecidos a ela no âmbito deste Acordo de Cooperação, exceto em

conformidade com as disposições deste Acordo de Cooperação e na medida aplicável por lei.

3. OBRIGAÇÕES FINANCEIRAS

3.1. Cada uma das Partes:

- 3.1.1 Deve encarregar-se de suas próprias despesas incorridas em conexão com o Projeto; e
- 3.1.2 Não tem o direito de cobrar da outra Parte por quaisquer materiais (incluindo quaisquer Antecedentes), equipamentos e/ou pessoal que ela forneça em conexão com o Projeto e/ou este Acordo de Cooperação.

4. PROCEDIMENTOS DE PUBLICAÇÃO E CONFIDENCIALIDADE

4.1. Sujeitas aos dispositivos 4.4 e 4.5 , cada uma das Partes deve envidar todos os esforços razoáveis para não divulgar a quaisquer terceiros qualquer Informação Confidencial, nem usar para qualquer finalidade, exceto conforme o expressamente permitido por este Acordo de Cooperação, qualquer Informação Confidencial da outra Parte.

4.2. Nenhuma das Partes incorre em qualquer obrigação nos termos do dispositivo 4.1 a respeito de informações que:

- 4.2.1. São conhecidas da Parte destinatária antes do início do Prazo do Projeto e ainda não estão marcadas com qualquer obrigação de confidencialidade para com a Parte remetente; ou
- 4.2.2. São ou se tornaram publicamente conhecidas sem culpa da Parte destinatária; ou
- 4.2.3. Foram obtidas pela Parte destinatária de um terceiro em circunstâncias em que a Parte destinatária não tinha qualquer motivo para acreditar em que tivesse havido um descumprimento de uma obrigação de confidencialidade devida à Parte remetente; ou
- 4.2.4. Foram desenvolvidas de modo independente pela Parte destinatária; ou
- 4.2.5. Foram aprovadas por escrito para divulgação por um representante autorizado da Parte remetente; ou
- 4.2.6. A Parte destinatária foi especificamente requisitada a divulgar a fim de cumprir uma ordem de qualquer Tribunal de jurisdição competente, desde que, no caso de uma divulgação nos termos da Lei britânica de Liberdade de Informação de 2000 ou dos Regulamentos britânicos de Informações Ambientais de 2004, nenhuma das isenções nessas Leis apliquem-se às Informações Confidenciais.

4.3. Se uma Parte receber um pedido nos termos da Lei britânica de Liberdade de Informação de 2000 ou dos Regulamentos britânicos de Informações Ambientais de 2004 para divulgar qualquer Informação Confidencial, deverá notificar e consultar as outras Partes. As outras Partes deverão responder dentro de 5 (cinco) dias úteis após o recebimento da notificação se a notificação solicitar ajuda para determinar se uma isenção prevista nessa Lei se aplica ou não.

Publicações:

- 4.4. O Projeto faz parte da consecução concreta de um objetivo beneficente importante das Partes; isto é, o avanço da educação por meio de ensino e pesquisa. Deve haver, portanto, algum elemento de benefício público surgindo do Projeto, o que é assegurado pelas seguintes disposições.
- 4.4.1. Este Acordo de Cooperação não pode impedir ou dificultar que alunos matriculados em qualquer das Partes apresentem, visando a títulos de tal Parte, teses baseadas em resultados obtidos durante o curso de trabalho levado a cabo como parte do Projeto; ou que sigam os procedimentos de tal Parte para exames e para admissão ao status de pós-graduandos.
- 4.4.2. Em conformidade com a prática acadêmica normal, a todos os funcionários, alunos, agentes ou representantes das Partes (incluindo quem trabalha no Projeto) deve ser permitido:
- 4.4.2.1. Seguindo os procedimentos estabelecidos no dispositivo 4.5, publicar resultados, conjuntamente quando aplicável, obtidos durante o curso de trabalho levado a cabo como parte do Projeto; e
- 4.4.2.2. No cumprimento das funções acadêmicas das Partes, discutir trabalho levado a cabo como parte do Projeto em seminários internos e dar ensinamentos dentro de sua instituição sobre questões relativas a tal trabalho.
- 4.5. Cada uma das Partes deve envidar todos os esforços razoáveis para submeter material destinado à publicação às outras Partes, por escrito, com pelo menos 30 (trinta) dias de antecedência em relação à submissão para publicação. Da Parte publicadora poderá ser requisitado adiar a submissão para publicação se, na opinião de qualquer outra Parte, tal adiamento for necessário a fim de que essa outra Parte busque patente ou proteção similar para o material a respeito do qual tem o direito de buscar proteção, ou modifique a publicação a fim de proteger Informação Confidencial. Um adiamento imposto à submissão para publicação como resultado de uma requisição feita pela outra Parte não poderá durar mais do que o absolutamente necessário para buscar a proteção exigida; e, portanto, não poderá exceder 3 (três) meses a partir da data de recebimento do material pela Parte publicadora; não obstante, a Parte publicadora não poderá rejeitar injustificadamente um pedido da outra Parte por adiamento adicional na hipótese de direitos de propriedade serem perdidos. A notificação de requisição de adiamento da submissão para publicação tem de ser recebida pela Parte publicadora dentro de 30 (trinta) dias após o recebimento do material pela outra Parte, sob a condição de que a Parte publicadora fique livre para presumir que a outra Parte não tem objeção alguma à publicação proposta.
- 4.6. As disposições 4.1 e 4.2 subsistirão pelo prazo de 5 (cinco) anos a partir da data de extinção deste Acordo de Cooperação. A disposição 4.5 subsistirá pelo prazo de 1 (um) ano a partir da data de extinção deste Acordo de Cooperação.

5. DIREITOS DE PROPRIEDADE INTELECTUAL

- 5.1. Para evitar dúvidas, todos os Antecedentes usados em conexão com o Projeto permanecerão propriedade da Parte que houver apresentado os mesmos. Nenhuma das Partes poderá fazer qualquer afirmação ou praticar qualquer ato que possa ser levado a indicar que possui qualquer direito, título ou interesse na ou sobre a propriedade ou uso de quaisquer Antecedentes das outras Partes, exceto nos termos deste Acordo de Cooperação. Cada uma das Partes reconhece e confirma que nada contido neste Acordo de Cooperação pode-lhe conferir qualquer direito, título ou interesse na ou sobre os Antecedentes das outras Partes, salvo o concedido por este Acordo de Cooperação. As Partes acordam que quaisquer melhorias ou modificações nos Antecedentes de uma das Partes decorrentes do Projeto, as quais não forem separáveis desses Antecedentes, serão consideradas parte integrante dos Antecedentes desta Parte.
- 5.2. Cada uma das Partes, pelo presente instrumento, concede às outras Partes uma licença livre de *royalties* e não-exclusiva, pela duração do Projeto, para usar seus Antecedentes com a finalidade única de levar a cabo o Projeto. Nenhuma das Partes pode conceder qualquer sublicença sobre ou a respeito dos Antecedentes da outra.
- 5.3. Cada uma das Partes pode optar por identificar seus Antecedentes no Anexo D deste Acordo. Essa é uma lista não-exaustiva, e as Partes podem atualizar essa lista de tempos em tempos.
- 5.4. Cada uma das Partes será proprietária dos Resultados gerados por seus funcionários, alunos e/ou agentes no âmbito do Projeto e deverá garantir que protegerá a titularidade de tais Resultados de seus funcionários, alunos e agentes. Sujeita aos termos do Contrato, a Parte proprietária de quaisquer Resultados terá o direito de usar e explorar tais Resultados conforme entender adequado, sempre sujeita aos dispositivos 5.6 e 5.7. Para evitar dúvidas, os Dados do Participante pertencerão à UFSCar.
- 5.5. Cada uma das Partes deverá divulgar prontamente às outras Partes todos os Resultados por ela gerados, e cada uma das Partes deverá cooperar, quando requisitada, em relação à preparação e processamento de pedidos de patente e quaisquer outros pedidos relativos aos Resultados.
- 5.6. Quando quaisquer Resultados forem criados ou gerados por duas ou mais Partes conjuntamente e for impossível segregar a contribuição intelectual de cada Parte para a criação dos Resultados, os Resultados serão de propriedade conjunta dessas Partes em cotas iguais e indivisas. Sujeitas ao Contrato, as Partes proprietárias poderão tomar as medidas que decidirem de tempos em tempos para registrar e manter qualquer proteção para esses Resultados, incluindo o depósito e o processamento de pedidos de patente para quaisquer Resultados, e efetuar qualquer ação a respeito de qualquer violação alegada ou concreta desses Resultados. Se uma ou mais das proprietárias não desejarem tomar tal medida ou ação, a outra Parte proprietária ou Partes proprietárias poderão fazê-lo às suas expensas, e a Parte que não desejar tomar tais medidas ou ações deverá fornecer, às expensas da Parte

proprietária ou Partes proprietárias que fizerem a solicitação, qualquer ajuda que lhe seja razoavelmente solicitada.

- 5.7. Sujeita ao Contrato, qualquer coproprietária de quaisquer Resultados poderá explorar comercialmente os Resultados mediante consulta e acordo com a outra Parte proprietária ou Partes proprietárias. Em tais circunstâncias, a Parte que estiver explorando comercialmente os Resultados deverá pagar à outra Parte proprietária ou Partes proprietárias uma taxa/receita de *royalties* ou outra forma de compensação financeira justa e razoável sobre o valor de quaisquer produtos ou processos por ela explorados comercialmente os quais incorporem quaisquer Resultados, tendo em consideração as respectivas contribuições financeiras e técnicas das Partes para o desenvolvimento dos Resultados, as despesas incorridas para garantir a proteção da propriedade intelectual dos mesmos e as despesas com sua exploração comercial, e o valor proporcional dos Resultados em qualquer de tais produtos ou processos, a ser estabelecido num contrato específico assinado pelas Partes.
- 5.8. Cada uma das Partes, pelo presente instrumento, concede às outras Partes um direito irrevogável, não-transferível e livre de *royalties* para usar todos os Resultados e Dados do Participante gerados no curso do Projeto para fins acadêmicos e de pesquisa, incluindo pesquisas envolvendo projetos financiados por terceiros, desde que esses terceiros não adquiram ou reivindicuem quaisquer direito sobre tais Resultados.
- 5.9. Se qualquer das Partes ("**Parte Requisitante**") requisitar o uso de Antecedentes de qualquer outra ("**Outra Parte**") a fim de exercer seus direitos sobre os Resultados (seja de propriedade exclusiva ou conjunta), então, desde que a Outra Parte seja livre para licenciar os Antecedentes em questão, a Outra Parte não poderá recusar-se injustificadamente a conceder ou retardar a concessão de uma licença à Parte Requisitante sob termos justos e razoáveis, de modo que a Parte Legítima possa usar tais Antecedentes com a finalidade de exercer seus direitos sobre os Resultados, mediante o pagamento à Outra Parte de taxa/receita de *royalties* ou outra forma de compensação financeira justa e razoável, e a ser estabelecido num contrato específico assinado entre as Partes.

6. RETIRADA

- 6.1. Qualquer das Partes ("**Parte Retirante**") poderá retirar-se do Projeto mediante notificação por escrito às demais com 6 (seis) meses de antecedência, quando considerar a retirada justificada com fundamento na perspectiva de que a continuação da Parte Retirante no Projeto não servirá mais ao Projeto. A retirada pela Parte Retirante poderá ocorrer somente após discussões com as outras Partes. Tais discussões terão de ocorrer dentro de 3 (três) meses a partir da submissão da notificação de retirada pela Parte Retirante, após o que as Partes deverão confirmar à Parte Retirante a data oficial da retirada ("**Data de Retirada**").

Na hipótese de retirada de uma Parte, a Universidade Líder, em colaboração com as demais Partes, deverá envidar todos os esforços razoáveis para reatribuir as obrigações da Parte Retirante no âmbito deste Acordo de Cooperação a uma outra Parte remanescente ou a uma nova Parte aceitável

para as Partes remanescentes deste Acordo de Cooperação e para o Órgão Financiador, desde que tal Parte concorde com estar vinculada aos termos deste Acordo de Cooperação. Se o motivo da retirada for que o trabalho atribuído à Parte Retirante não é mais viável, a Universidade Líder terá de discutir isso com o Órgão Financiador.

- 6.2. A Parte Retirante não terá direito a recuperar quaisquer de suas despesas incorridas em conexão com o Trabalho Atribuído e deverá, a partir da Data de Retirada, cumprir quaisquer condições que possam ser impostas nos termos do dispositivo 6.1, que incluirão (sem limitação):
- 6.2.1. Direitos concedidos às outras Partes a respeito dos Antecedentes da Parte Retirante continuarão pela duração do Projeto exclusivamente para fins de levar a cabo o Projeto, sujeitos às restrições contidas neste Acordo de Cooperação;
 - 6.2.2. Na medida em que a exploração de Resultados de qualquer outra Parte depender de Antecedentes da Parte Retirante, então a Parte Retirante poderá, na medida em que for livre para fazê-lo, conceder às outras Partes uma licença não-exclusiva a tais Antecedentes em termos justos e razoáveis a serem acordados num contrato específico assinado pelas Partes.
 - 6.2.3. A Parte Retirante deverá conceder às outras Partes uma licença não-exclusiva e livre de *royalties* para uso de Resultados da Parte Retirante pela duração do Projeto para fins de levar a cabo o Projeto. Para evitar dúvidas, qualquer exploração de tais Resultados da Parte Retirante será tratada em conformidade com os dispositivos 5.4 e 5.5.
 - 6.2.4. Todos os direitos adquiridos pela Parte Retirante sobre os Antecedentes e Resultados das outras Partes cessarão imediatamente, exceto a respeito do interesse da Parte Retirante em quaisquer Resultados de propriedade conjunta nos termos do dispositivo 5.6.

7. RESCISÃO

- 7.1. Este Acordo de Cooperação é celebrado na data em que é assinado por todas as Partes, e seus termos devem ser considerados como efetivos desde o início do Prazo do Projeto. Este Acordo de Cooperação permanecerá em vigor até o final do Prazo do Projeto, a menos que seja rescindido antecipadamente em conformidade com as disposições deste Acordo de Cooperação.
- 7.2. A UCL pode rescindir este Acordo de Cooperação a qualquer tempo, mediante notificação por escrito às Universidades Acordantes com, ao menos, 90 (noventa) dias de antecedência.
- 7.3. Uma Parte (“**Parte Rescindente**”) poderá rescindir seu envolvimento neste Acordo de Cooperação mediante notificação por escrito às outras Partes com 90 (noventa) dias de antecedência sobre seu interesse em rescindi-lo se outra Parte (“**Parte Inadimplente**”) cometer um descumprimento material dos termos deste Acordo de Cooperação ou estiver persistentemente em descumprimento deste Acordo de Cooperação de tal maneira que a Parte Rescindente seja impedida em sua capacidade de cumprir suas obrigações no Projeto. A notificação deverá incluir uma declaração detalhada descrevendo o descumprimento. Se o descumprimento for passível de ser sanado e for

sanado dentro do prazo de 90 (noventa) dias da notificação, a rescisão não produzirá efeitos. Se o descumprimento for de natureza tal que possa ser totalmente sanado, mas não dentro do prazo de 90 (noventa) dias da notificação, a rescisão também não produzirá efeitos se a Parte Inadimplente começar a sanar o descumprimento dentro desse prazo e então continuar diligentemente a sanar o descumprimento até que seja sanado totalmente. Se o descumprimento for incapaz de saneamento ou um descumprimento persistente, a rescisão produzirá efeitos ao final do prazo de 90 (noventa) dias da notificação em qualquer hipótese.

- 7.4. Todos os direitos adquiridos pela Parte Rescindente a Antecedentes e Resultados das outras Partes cessarão imediatamente, salvo a respeito do interesse da Parte Rescindente em quaisquer Resultados de propriedade conjunta; a Parte Rescindente deverá, no entanto, continuar a cumprir as obrigações nos termos do dispositivo 6.2.
- 7.5. Cada uma das Partes concorda com notificar as outras Partes prontamente se, a qualquer tempo, seu pesquisador principal for incapaz de ou não quiser continuar com a direção e supervisão do Trabalho Atribuído. Dentro de 60 (sessenta) dias após tal incapacidade ou expressão de recusa, tal Parte deverá designar um substituto para ocupar o lugar de seu pesquisador principal. As outras Partes não poderão recusar-se injustificadamente a aceitar o substituto designado. No entanto, se o substituto não for aceitável com fundamentos razoáveis e substanciais, então (i) tal Parte será solicitada a retirar-se do Projeto em conformidade com o dispositivo 6.2; ou (ii) este Acordo de Cooperação poderá ser rescindido mediante notificação por escrito com 90 (noventa) dias de antecedência às outras Partes.
- 7.6. O encerramento do Prazo do Projeto ou a rescisão deste Acordo de Cooperação nos termos desta Cláusula 7 ou Cláusula 10 causará a rescisão com efeitos a partir da data de encerramento ou rescisão das obrigações impostas às Partes nos termos da Cláusula 2.
- 7.7. Não obstante a extinção ou rescisão deste Acordo de Cooperação por qualquer motivo, as Universidades Acordantes deverão fornecer ajuda conforme possa ser requerido pela Universidade Líder para cumprir quaisquer obrigações subsequentes oriundas no âmbito do Contrato.
- 7.8. Se qualquer das Partes (a) aprovar uma resolução para sua liquidação; ou se (b) um tribunal de jurisdição competente der uma ordem para a liquidação ou dissolução dessa Parte; ou der uma ordem administrativa em relação a essa Parte; ou se (c) uma Parte nomear um administrador judicial ou um credor tomar posse de ou vender um ativo dessa Parte; ou (d) fizer um acordo ou composição com seus credores em geral; ou (e) fizer um pedido a um tribunal de jurisdição competente de proteção contra seus credores em geral; as Partes restantes deverão reunir-se para ou suspender ou rescindir o envolvimento daquela Parte no Projeto. Qualquer remoção da Parte inadimplente produzirá efeitos a partir da data do recebimento de tal notificação, após o que o previsto na disposição 6.2 aplicar-se-á à Parte inadimplente.

- 7.9. Uma Parte Rescindente terá o direito de rescindir prematuramente este Acordo imediatamente após notificação por escrito às outras Partes, e sem prejuízo de quaisquer outros remédios que uma Parte possa buscar, somente na hipótese de:
- a) A Parte Rescindente for informada por seu governo que a colaboração conforme o estabelecido neste Acordo de Cooperação deve ser rescindida nos termos de segurança do conhecimento e/ou quaisquer regulamentos a esse respeito e/ou em caso de qualquer das Partes ser incluída em qualquer lista de sanções, tais como, mas não limitada a, a lista de sanções da UE;
 - b) Haver indicações sérias de que a Parte tenha contribuído para sérias violações de direitos humanos e/ou crimes internacionais conforme o definido pelo Direito internacional.
- 7.10. Na hipótese de ser acordado entre todas as Partes que não há mais motivos válidos para continuarem com o Projeto, as Partes poderão decidir por votação unânime rescindir este Acordo de Cooperação.

8. LIMITAÇÃO DE RESPONSABILIDADE

- 8.1. Nenhuma das Partes faz afirmação alguma ou dá qualquer garantia de que conselhos ou informações fornecidas por quaisquer de seus funcionários, alunos, agentes ou designados que trabalham no Projeto, ou o conteúdo ou uso de quaisquer materiais, trabalhos ou informações prestadas em conexão com o Projeto, não constituirão ou resultarão em violação de direitos de terceiros.
- 8.2. Nenhuma das Partes aceita responsabilidade alguma por qualquer uso que possa ser feito de qualquer trabalho levado a cabo no âmbito ou nos termos deste Acordo de Cooperação, ou dos resultados do Projeto, nem por qualquer confiança que possa ser depositada em tal trabalho ou resultados, nem por conselho ou informação fornecida em conexão com eles.
- 8.3. As Partes comprometem-se a não fazer qualquer reivindicação em conexão com este Acordo de Cooperação ou seu objeto em face de quaisquer funcionários, alunos, agentes ou designados das outras Partes (exceto requerimentos baseados em fraude ou má conduta intencional). Esse compromisso visa a dar proteção a pesquisadores individuais ; não prejudica qualquer direito que uma Parte possa ter de reivindicar em face de qualquer outra Parte .
- 8.4. A responsabilidade de qualquer das Parte por qualquer não cumprimento deste Acordo de Cooperação, ou decorrente do objeto deste Acordo de Cooperação de qualquer outra forma, não se estenderá à perda de negócios, dados ou lucro ou a quaisquer danos ou perdas indiretas ou consequenciais.
- 8.5. Em qualquer hipótese, a responsabilidade máxima de uma Parte perante qualquer outra Parte no âmbito de ou em conexão com este Acordo de Cooperação de qualquer outro modo, ou seu objeto, não excederá um montante equivalente à soma de £ 78.031,00.

- 8.6. Nada neste Acordo de Cooperação limita ou exclui a responsabilidade de qualquer das Partes por:
- 8.6.1. Morte ou lesão corporal resultante de negligência; ou
 - 8.6.2. Dano causado com dolo ou culpa, ou qualquer fraude ou qualquer outro tipo de responsabilidade que, por lei, não possa ser limitada ou excluída; ou
 - 8.6.3. Não cumprimento do Anexo C.
- 8.7. Se qualquer disposição desta Cláusula 8 for considerada inválida ou inexecutável nos termos de estatuto ou norma legal aplicável, então deverá ser considerada omitida, e, se como resultado qualquer das Partes tornar-se responsável por perdas ou danos que teriam sido excluídos de outra forma, então tal responsabilidade estará sujeita às disposições restantes desta Cláusula 8.

9. NOTIFICAÇÕES

O designado pela Universidade Líder para fins de recebimento de relatórios e outras notificações, até notificação ulterior, é:

Diretor de Serviços Contratuais
Serviços de Pesquisa & Inovação
Rua Gower
Londres, WC1E 6BT, Inglaterra, Reino Unido
Ref.: ID do contrato:

Com uma cópia de quaisquer notificações (extra)judiciais também a ser enviada a: legalnotices@ucl.ac.uk

O designado pela UFSCar para fins de recebimento de relatórios e outras notificações, até notificação ulterior, é:

Prof.^a Renata Gonçalves Mendes
Departamento de Fisioterapia
Rodovia Washington Luís, km 235
São Carlos (SP), 13565-905, Brasil

O designado pela MU para fins de recebimento de relatórios e outras notificações, até notificação ulterior, é:

NUTRIM / Faculdade de Saúde, Medicina e Ciências da Vida
Universiteitssingel, n.º 40
6229 ER Maastrique, Países Baixos
Caixa Postal 616
6200 MD Maastrique, Países Baixos
Com uma cópia de quaisquer notificações (extra)judiciais também a ser enviada a: secretariaat-nutrim@maastrichtuniversity.nl

10. FORÇA MAIOR

- 10.1. Nenhuma das Partes pode ser responsabilizada por falha ao cumprir suas obrigações no âmbito deste Acordo de Cooperação, nem ser responsável por qualquer requerimento de indenização ou dano, nem ser considerada como

não tendo cumprido este Acordo de Cooperação se tal falha decorrer de uma ocorrência ou circunstâncias além do controle razoável dessa Parte (excluindo uma obrigação de efetuar pagamento).

- 10.2. Se uma Parte afetada por tal ocorrência causar um atraso de 3 (três) meses ou mais, e se for razoavelmente possível prever que tal atraso possa continuar, então a Universidade Líder deverá, em consulta ao Órgão Financiador, discutir se a continuação do Projeto é viável ou se o Projeto e este Acordo de Cooperação devem ser rescindidos.

11. PROTEÇÃO DE DADOS

- 11.1. As Partes devem cumprir suas obrigações conforme o estabelecido no Anexo C (Proteção de Dados) deste Acordo de Cooperação.

12. CESSÃO

- 12.1. Nenhuma das Partes pode ceder este Acordo de Cooperação sem o prévio consentimento por escrito das outras Partes, consentimento que não pode ser injustificadamente retido, negado ou retardado.

13. DISPOSIÇÕES GERAIS

- 13.1. Os títulos das cláusulas são inseridos neste Acordo de Cooperação por conveniência apenas e não podem ser tidos em conta na interpretação deste Acordo de Cooperação.
- 13.2. Nada neste Acordo de Cooperação cria, implica ou evidencia qualquer sociedade ou *joint venture* entre as Partes ou o relacionamento entre elas de mandante e mandatário.
- 13.3. Cada uma das Partes deve assegurar-se de que possui disposições bem definidas para investigar e resolver alegações de má conduta em pesquisa. Caso surja uma alegação de má conduta em pesquisa a respeito da participação exclusiva de uma das Parte no Projeto e leve a uma investigação formal subsequente, a Parte pertinente deverá informar a Universidade Líder e o Órgão Financiador sobre a investigação e seu resultado. Caso surja uma alegação de má conduta em pesquisa a respeito da participação de várias Partes no Projeto, as Partes pertinentes deverão trabalhar em conjunto para determinar como a alegação será investigada e relatada.
- 13.4. Nenhuma das Partes pode usar o nome ou qualquer marca registrada ou logotipo de qualquer outra Parte ou o nome de qualquer um de seus funcionários ou alunos em qualquer comunicado à imprensa ou publicidade de produto ou para qualquer outra finalidade comercial sem o prévio consentimento por escrito das Partes.
- 13.5. Exceto conforme o expressamente previsto de outra forma no presente instrumento, as Partes confirmam que nada neste Acordo de Cooperação confere ou visa a conferir a terceiros qualquer benefício ou qualquer direito de fazer cumprir qualquer termo deste Acordo de Cooperação para os fins da Lei britânica de Contratos (Direitos de Terceiros) de 1999.

- 13.6. Este Acordo de Cooperação e seus Anexos (que são incorporados a e fazem parte deste Acordo de Cooperação) constituem o acordo integral entre as Partes para o Projeto, e nenhuma declaração ou afirmação feita por qualquer das Partes foi invocada pelas outras ao celebrarem este Acordo de Cooperação.
- 13.7. Qualquer alteração deste Acordo de Cooperação deve ser efetuada por escrito e assinada por signatários autorizados de cada uma das Partes.
- 13.8. Este Acordo de Cooperação é regido pela Lei Inglesa, e os Tribunais Ingleses têm jurisdição para lidar com qualquer controvérsia que possa surgir de ou em conexão com este Acordo de Cooperação .
- 13.9. Nenhuma das Partes poderá executar qualquer parte do Trabalho Atribuído quando tal execução for proibida pelas leis, regulamentos ou outros requisitos legais aplicáveis em sua jurisdição. Se qualquer parte do Trabalho Atribuído não puder ser executada por esse motivo, a Parte pertinente deverá notificar imediatamente a Universidade Líder por escrito.
- 13.10. Se qualquer controvérsia decorrer deste Acordo de Cooperação, as Partes primeiramente tentarão resolver a questão informalmente por meio de representantes seniores designados por cada uma das Partes em controvérsia, que não estejam envolvidos de outra forma com o Projeto. Se as Partes não forem capazes de resolver a controvérsia informalmente dentro de um tempo razoável não superior a 2 (dois) meses a partir da data em que o processo informal fora requerido mediante notificação por escrito, tentarão dirimi-la por mediação em conformidade com o Procedimento Modelo de Mediação do Centro para Resolução Eficaz de Controvérsias (CEDR).
- 13.11. Este Acordo de Cooperação foi redigido em inglês e (com exceção dos Anexos A e B) foi traduzido para português pela UFSCar. A versão traduzida deste Acordo de Cooperação serve a fins de informação apenas. A versão deste Acordo de Cooperação em idioma inglês (e qualquer notificação ou outro documento relativo a este Acordo de Cooperação) deve prevalecer e ser regente sob qualquer circunstância. Cada Parte confirma que somente a versão deste Acordo de Cooperação em idioma inglês é vinculante. Sem prejuízo das disposições anteriores, cada Parte confirma que a versão em idioma inglês deve reger, ter prioridade e ser vinculante na hipótese de qualquer discrepância, inconsistência ou questão de interpretação ou conflito entre as versões em inglês e para português.
- 13.12. Se uma ou mais cláusulas ou disposições deste Acordo de Cooperação resultarem na proibição deste Acordo de Cooperação nos termos de qualquer lei de concorrência aplicável, então ela ou elas serão consideradas omitidas. As Partes terão de manter o restante deste Acordo de Cooperação e discutir uma alteração que, na medida do viável legalmente, mantenha o equilíbrio econômico entre as Partes.
- 13.13. Este Acordo de Cooperação pode ser firmado em qualquer número de vias idênticas, cada uma das quais, quando firmada (e entregue), constituirá um original deste Acordo de Cooperação, mas todas as vias idênticas, juntas,

constituirão o mesmo acordo. Nenhuma via idêntica entrará em vigor até que cada Parte tenha firmado, ao menos, uma via. As Partes acordam que a troca de assinaturas eletrônicas em formato PDF tem a mesma validade jurídica que as assinaturas das Partes teriam se dadas em formato original impresso.

CELEBRADO como um acordo:

ASSINADO por e em nome da **UNIVERSITY COLLEGE LONDON**

Nome: Lynne Cargill
Cargo: Senior Contracts Manager

Assinatura:  Signed by:
Lynne Cargill
7DD110B5EF21436...

Data: 04 February 2026

ASSINADO por e em nome da **UNIVERSIDADE FEDERAL DE SÃO CARLOS**

Nome: Prof.^a Dr.^a Ana Beatriz de Oliveira

Cargo: Reitora

Assinatura:

Assinado por:

87A5018A38C34A7...

Data: 10 de fevereiro de 2026

ASSINADO por e em nome da **UNIVERSIDADE DE MASTRIQUE**

Nome: Prof.^a Dr.^a A.M.W.J. Schols

Cargo: Decana da FHML

Assinatura:

DocuSigned by:
Annamie Schols
49BBAB44E40946C...

Data:

13 February 2026

Anexos:

Anexo A: Projeto

Anexo B: Contrato (carta de concessão)

Anexo C: Proteção de Dados

Anexo D: Antecedentes

Anexo A: Projeto

[projeto de pesquisa, em inglês, chamado “*Defendendo a DPOC por meio de inteligência artificial no Brasil*” nas páginas a seguir]

APP48851: Speaking up for COPD through Artificial Intelligence in Brazil

Application overview

This is what your application will look like.

Speaking up for COPD through Artificial Intelligence in Brazil

1. Details

Summary

CONTEXT:

The burden and disability associated with chronic respiratory diseases (CRDs) is considerable, often falling on the most vulnerable in societies including those living in low- and middle-income countries such as Brazil. Specifically, the prevalence of chronic obstructive pulmonary disease (COPD) is increasing, and COPD presents a particular health challenge in Brazil where the prevalence in adults exceeds 17%. Most people with COPD in Brazil remain undiagnosed, and therefore untreated, because of limited access to the current diagnostic test called 'spirometry'. Spirometry is not widely, or equitably available in many primary healthcare settings in Brazil – including in Sao Paulo state. Innovative approaches to the diagnosis and management of COPD are therefore urgently required.

THE CHALLENGE WE ADDRESS:

We seek to transform the diagnosis of CRDs in primary care in Sao Paulo state, Brazil. We will do this through the use of vocal biomarkers derived by artificial-intelligence analysis of speech patterns. This technique has shown promise in English and Dutch languages, as a diagnostic and prognostic marker in CRDs, but has not been applied in (Brazilian) Portuguese, nor been deployed in real-life primary care settings where the need for easier tools to diagnose CRDs is greatest.

AIMS and OBJECTIVES:

Our over-arching aim is to develop and test AI-derived vocal biomarkers to support better diagnosis and management of CRDs in Brazil. To do this, we will work as an equitable partnership between the Federal University of Sao Carlos (Brazil) and University College London (UCL), with voice analysis experts at the University of Maastricht (Netherlands). We will:

AIM 1: establish a dataset of voices from individuals with and without CRDs in Brazil.

AIM 2: test the discriminative accuracy of AI-derived vocal biomarkers to distinguish those with CRDs from those with normal lung function.

AIM 3: evaluate the utility of vocal biomarkers in COPD to detect the development of exacerbations of disease which are the major cause of ill-health and lost productivity in COPD.

AIM 4: evaluate the utility of vocal biomarkers in COPD to provide objective evidence of benefit from pulmonary rehabilitation (PR) programmes, reflecting improvements in breathlessness, health status, and exercise capacity.

POTENTIAL APPLICATIONS and BENEFIT:

Transforming diagnosis and management of CRDs in Brazil would have wide health, social and economic benefits and provide an exemplar AI-health solution in an area of considerable unmet need

Start date

February 2025

Duration

36 months

2. Core team

Name	Role	Organisation
John Hurst	Project lead	University College London
Alessandro Heubel	Researcher co-lead	Federal University of São Carlos
Andre Backes	Researcher co-lead	Federal University of São Carlos
Fabio Neves	Researcher co-lead	Federal University of São Carlos
Gabriel Martins de Barros	Technician	Federal University of São Carlos
Manuela Karloh	Researcher co-lead	Federal University of São Carlos
Naiara Leonardi	Researcher co-lead	Federal University of São Carlos
Nathany Schafausser	Researcher co-lead	Federal University of São Carlos
Renata Mendes	Project co-lead (international)	Federal University of São Carlos
Valeria Di Lorenzo	Researcher co-lead	Federal University of São Carlos
Sami Simons	Visiting researcher	Maastricht University Medical Centre

3. FAPESP application

Application question

Upload a single PDF containing a copy of your FAPESP application. The content of the PDF should be in English.

We require you to download a copy of your submitted FAPESP application from the FAPESP website and save as a PDF. Upload the PDF of your original application to this section following the file upload guidance provided. The PDF must not exceed the maximum file size of 8MB.

For the file name, use the unique UK Research and Innovation Funding Service 'APP' number the system allocated to you when you created your application, followed by **FAPESP application**.

APP48851 FAPESP application attached.

APP48851 FAPESP application.pdf

6.26MB

4. Project partners

No project partners.

5. Project partners: letters or emails of support

Application question

Upload a single PDF containing the letters or emails of support from each partner you named in the 'Project partners' section. These should be uploaded in English or Welsh only.

Enter the words '**attachment supplied**' in the text box if your application includes project partners. If you do not have any project partners enter '**N/A**'.

What supporting statements we are looking for

Important note: We are only looking for you to provide letters or emails of support from the following:

- a third party individual
- a third party organisation

Third party means the individual and organisation must not be involved in the application core team. You must ensure that any project partners providing a supporting document, are also added to the 'Project partners' section within your application.

Ensure you have prior agreement from project partners so that, if you are offered funding, they will support your project as indicated in the 'Project partners' section.

For audit purposes, UKRI requires formal collaboration agreements to be put in place if an award is made.

What supporting statements we are not looking for

We are **not** looking for you to provide any letters or emails of support from individuals or organisations included in your application core team (this includes other departments within the same organisation). Any individual or organisation included in your application with a **core team role** (<https://www.ukri.org/publications/roles-in-funding-applications/roles-in-funding-applications-eligibility-responsibilities-and-costings-guidance/#section-role-descriptions-and-responsibilities>), cannot also be a project partner.

Do **not** include any other statements or any other type of information we have not requested, including letter or emails of support from colleagues simply expressing supportive opinions. We only expect letters or emails of support from your third party project partners to be uploaded to this section.

If you include any information not requested by us your application will be rejected.

Supporting document guidance for third party project partners

Each third party project partner supporting letter or email you provide, should:

- be no more than two A4 pages
- confirm the partner's commitment to the project
- clearly explain the value, relevance, and possible benefits of the work to them
- describe any additional value that they bring to the project

- include the name of the project partner organisation and contact information (this should match the partner contact and organisation name details you must add to the 'Project partners' application section)

Project partners letters and emails of support are not required to be on headed paper or include handwritten signatures (electronic signatures are acceptable from the nominated partner contact).

Project partner responsibility for the recruitment of people

If the project partner is responsible for the recruitment of people as research participants or providing human tissue their email or letter of support should include:

- agreement that the project partner will recruit the participants or provide tissue
- confirmation that what is being supplied is suitable for the proposed work
- confirmation that the quantity of tissue being supplied is suitable, but not excessive for achieving meaningful results (if applicable)

Multiple project partners

If you have multiple project partners, you should:

- ensure each separate letter or email of support, does not exceed two pages of A4
- consolidate all the supporting documents provided by each project partner into a single PDF file before uploading
- ensure the PDF does not exceed the maximum file size of 8MB

For the file name, use the unique UKRI Funding Service number the system allocated you when you created your application, followed by the words 'Project partner'.

Not applicable.

6. Industry Collaboration Framework (ICF)

Application question

Does your application include industry project partners?

If industry collaboration does not apply to any of your project partners, or you don't have any project partners, simply add 'N/A' into the text box.

If your research project involves collaboration between an academic organisation and an industry or company, you are likely to need to follow the industry collaboration framework and answer this question, check using the **ICF decision tree (PDF, 41 KB)**. (<https://www.ukri.org/wp-content/uploads/2023/02/MRC-240223-IndustryCollaborationFrameworkDecisionTree.pdf>).

By 'industry or company' we mean an enterprise that puts goods or services on a market and whose commercial activities are greater than 20% of their overall annual capacity.

The assessors are looking for information relating to the nature, goals and conditions of the collaboration and any restrictions or rights to the project results that could be claimed by the project partner.

Find out more about **ICF** (<https://www.ukri.org/councils/mrc/guidance-for-applicants/types-of-funding-we-offer/mrc-industry-collaboration-framework-icf/>), including:

- collaboration agreements
- definitions of basic or applied research
- internationally based companies
- subsidy control
- Intellectual property (IP) arrangements
- fully flexible and gated contributions
- the ICF assessment criteria

In addition to the project partner information completed in the previous section, confirm your answers to the ICF questions in the text box, repeat this process for each ICF project partner:

1. Name the industry or company project partner considered under ICF.
2. Indicate whether your application is either basic research or applied research.
3. Explain why, in the absence of the requested UKRI funding, the collaboration and the planned research could not be undertaken.
4. State whether your application is under the category of either fully flexible contribution or gated contribution (based on the IP sharing arrangements with the ICF partner).
5. Outline the pre-existing IP ('background IP') that each project partner, including the academic partner, will bring to the collaborative research

project and the terms under which project partners may access these assets.

6. Outline the IP that is expected to be developed during the collaborative research project ('foreground IP') and briefly outline how it will be managed, including:

- which project partners will own this IP
- what rights project partners will have to use academically-generated foreground IP during and after the research project, for internal research and development or for commercial purposes
- any rights of the academic partner to commercialise the foreground IP (including foreground IP generated by project partners)

7. Outline any restrictions to dissemination of the project results, including the rights of the project partner to:

- review, approve or delay publications (including the time period associated with such rights)
- request or require the removal of any information

8. Declare any conflicts of interest held by the applicants in relation to the project partners and describe how they will be managed.

9. If applicable, justify collaborating with an overseas industry or company under ICF.

Failure to provide the information requested for industry partners under ICF could result in your application being rejected.

You are recommended to discuss the goals and conditions of any collaboration with an industry or company project partner with your university technology transfer or contracts office before applying.

Not applicable.

7. Trusted Research and Innovation (TR&I)

Application question

Does the proposed work involve international collaboration in a sensitive research or technology area?

Demonstrate how your proposed international collaboration relates to TR&I, including:

- list the countries your international project co-leads, project partners and visiting researchers, or other collaborators are based in
- if international collaboration is involved, explain whether this project is relevant to one or more of the **17 areas** (<https://www.gov.uk/government/publications/national-security-and-investment-act-guidance-on-notifiable-acquisitions/national-security-and-investment-act-guidance-on-notifiable-acquisitions>) of the UK National Security and Investment (NSI) Act
- if one or more of the **17 areas** (<https://www.gov.uk/government/publications/national-security-and-investment-act-guidance-on-notifiable-acquisitions/national-security-and-investment-act-guidance-on-notifiable-acquisitions>) of the UK National Security and Investment (NSI) Act are involved list the areas

If your proposed work does not involve international collaboration, enter N/A in the text box and mark the section as complete.

We may ask you to provide additional information about how your proposed project will comply with our approach and expectation towards TR&I, identifying potential risks and the relevant controls you will put in place to help manage these risks.

This project is a collaboration between the UK and Brazil, with support from a partner in the Netherlands.

It concerns ARTIFICIAL INTELLIGENCE for HEALTH, which is one of the 17 areas contained in the UK NSI Act.

Having reviewed the guidance, we do not believe the AI solution we are developing and testing meets the criteria for mandatory notification to the government.

8. Resources and Cost

Total full economic costs (fEC)

£78,031

Total contribution from applying organisation(s)

£15,606
Total funding applied for
£62,425

Directly allocated

Cost categories

Category	Applied for
Staff	£33,042
Estates	£6,589
Other	£313

Staff breakdown

Name	Role	%FTE
John Hurst	Project lead	10%

Directly incurred

Cost categories

Category	Applied for
Staff	-
Equipment	-
Travel and subsistence	£6,000
Other	-

Staff breakdown

Name	Role	%FTE
Sami Simons	Visiting researcher	20%

Indirect

Cost categories

Category	Applied for
Indirect costs	£16,482

Staff breakdown

No staff for this category

Exceptions

Cost categories

Category	Applied for
Staff	-
Equipment	-
Travel and subsistence	-
Other	-

Staff breakdown

Name	Role	%FTE
Renata Mendes	Project co-lead (international)	50%
Gabriel Martins de Barros	Technician	100%
Nathany Schafausser	Researcher co-lead	100%
Alessandro Heubel	Researcher co-lead	99%
Valeria Di Lorenzo	Researcher co-lead	20%
Naiara Leonardi	Researcher co-lead	20%
Manuela Karloh	Researcher co-lead	20%
Fabio Neves	Researcher co-lead	20%
Andre Backes	Researcher co-lead	20%

[Full cost breakdown by organisation \(/applications/APP48851/resources-and-costs/detailed-view?backlinkHref=%2Fapplications%2FAPP48851%3Ftab%3DreadTab&backlinkTitle=Back+to+Application\)](/applications/APP48851/resources-and-costs/detailed-view?backlinkHref=%2Fapplications%2FAPP48851%3Ftab%3DreadTab&backlinkTitle=Back+to+Application)

Justification of resources

UK costs supplied.

9. Clinical research using NHS resources

Application question

Will your research involve participants from the NHS or health and social care duty of care?

If not, enter 'N/A' into the text box

Researchers applying for clinical research in the NHS, public health or social care need to complete a Schedule of Events Cost Attribution Tool (SoECAT) to be eligible for the National Institute for Health Research (NIHR) Research Delivery Network (RDN) portfolio. This is the route through which support and excess treatment costs are provided in England.

You must answer 'Yes' and complete and upload a SoECAT if you are applying for clinical research funding, and confirm that:

- you will carry out your research in the UK
- it is intended for the NIHR RDN portfolio; this may include studies in a social care or public health setting
- the research requires approval by Health Research Authority (England) or its equivalents in Northern Ireland, Scotland or Wales
- your research will use NHS resources

You must complete a SoECAT even if you don't think your clinical research will involve excess treatment costs (ETCs).

See MRC guidance on **who needs to complete a SoECAT.**
(<https://www.ukri.org/publications/mrc-guidance-for-applicants/application-and-policy-guide-for-the-ukri-funding-service/#section-the-application>).

If you are applying for clinical research in the NHS, public health or social care and don't think you need to complete a SoECAT, answer 'Yes' and explain why a SoECAT is not necessary.

We want to know that you have taken the appropriate steps for the full costs of your research to be attributed, calculated and paid.

We want to see the expected total resources required for your project, such as ETCs, to consider if these are appropriate.

How to complete a SoECAT

SoECAT guidance (<https://www.nihr.ac.uk/documents/online-soecat-guidance/30396>) can be found on the NIHR website

These are the steps you need to take:

1. Contact an Attributing the costs of health and social care Research & Development (AcoRD) specialist as early as possible in the application process.
2. Complete an online SoECAT. Excel versions of the form have been discontinued. If you don't have an account for NIHR's Central Portfolio Management System (CPMS) you will need create and activate one. **See the user guide for instructions** (<https://www.nihr.ac.uk/documents/getting-started-and-logging-in-to-cpms/11462>).
3. Request authorisation of your SoECAT.
4. Once authorised extract the 'study information' and the 'summary' page from the 'Funder Export', combine them as a single PDF and upload it to your application.

Applications that require a SoECAT but have not attached the SoECAT funder export study information and summary may be rejected.

Ensure the AcoRD specialists name and date are include within the uploaded summary page. The SoECAT is invalid without this information.

Contact international@mrc.ukri.org if you have questions about the UKRI aspects of this process or have concerns that your SoECAT may not be authorised in time for the application deadline.

Not applicable.

Anexo B: Contrato (Carta de Concessão)

[contrato, em inglês, concedido pelo UKRI à *University College London* para levar a cabo o projeto de pesquisa chamado “*Defendendo a DPOC por meio de inteligência artificial no Brasil*” nas páginas a seguir]



Head of Department
Research Services
University College London
Gower Street
London United Kingdom
WC1E 6BT

Grant Ref: MR/U506758/1

Date: 26 February 2025

Dear Head of Department

GRANT OFFER: Research Grant, TFS Research Grants
GRANT TITLE: Speaking up for COPD through Artificial Intelligence in Brazil

The MRC is offering a grant towards the cost of the above project, subject to the terms and conditions set out below.

Return of the 'Offer Acceptance' will be taken as acceptance of the grant on the terms stated. If you are unable to accept the grant you should return a 'Decline' confirmation as soon as possible. Upon receipt of the 'Offer Acceptance' a 'Start Confirmation' request will be issued.

Grants are cash limited and expenditure against the grant must not exceed the value awarded apart for reasons stated in the standard terms and conditions.

Please note copies of this letter have not been sent to the grant holder and co-investigators (as appropriate); it is your responsibility to distribute copies as is necessary.

Yours faithfully

Operations
UKRI Funding Services

Organisation: University College London**Grant Holder:** Professor John Hurst**Grant Title:** Speaking up for COPD through Artificial Intelligence in Brazil**Starts:** 7 February 2025**Ends:** 6 February 2028**Duration:** 36**GRANT VALUE****Funds Awarded**

	Authorised FEC (£)			RC Contribution (£)			% FEC
	net	Indexation	Total	net	Indexation	Total	
DI - Staff	0	0	0	0	0	0	80
DI - T&S	7,500	378	7,878	6,000	303	6,303	80
DA - Investigators	41,302	2,083	43,385	33,042	1,666	34,708	80
DA - Estate Costs	8,236	415	8,651	6,589	332	6,921	80
DA - Other Directly Allocated	391	20	411	313	16	329	80
Indirect - Indirect Costs	20,602	1,039	21,641	16,482	831	17,313	80
Exception - Staff	0	0	0	0	0	0	100
Total Value of Award	78,031	3,935	81,966	62,425	3,148	65,573	

Cost of Access to Facilities

0

(Funds not awarded to Grant Holding Organisation)

STAFF**Staff Summary**

	Authorised FEC net	RC Contribution net	Number Of Staff Months
Investigator	41,302	33,042	18

Staff and DI Investigator Details

Start Date	End Date	Duration	FTE Percent	Name or Post Identifier	Summary Fund Heading	Authorised Cost (Excluding Indexation)
7 February 2025	6 February 2028	36	20	Professor V Amorim Pires Di Lorenzo	Exception	0.00
7 February 2025	6 February 2028	36	20	Dr A R Backes	Exception	0.00
7 February 2025	6 February 2028	36	50	Professor R GONCALVES MENDES	Exception	0.00
7 February 2025	6 February 2028	36	99	Dr A D Heubel	Exception	0.00
7 February 2025	6 February 2028	36	20	Mrs M Karloh	Exception	0.00
7 February 2025	6 February 2028	36	20	Miss N T Leonardi	Exception	0.00
7 February 2025	6 February 2028	36	20	Dr F F Neves	Exception	0.00
7 February 2025	6 February 2028	36	100	Dr N S Schafausser Segundo	Exception	0.00
7 February 2025	6 February 2028	36	20	Dr S Simons	Directly Incurred	0.00
7 February 2025	6 February 2028	36	100	Gabriel Martins de Barros	Exception	0.00

DA Investigator Details

Average Hours/week	Name or Post Identifier
3.8	Professor J Hurst

EQUIPMENT DETAILS

Description	Delivery Date	Country Of Origin	Total Value
-------------	---------------	-------------------	-------------

FACILITY AND SERVICE DETAILS

Facility	Cost of Access	Number of Units
----------	----------------	-----------------

PROJECT PARTNERS

Organisation	Department	Last Name	First Name	In Kind Value (£)	Monetary Value (£)
--------------	------------	-----------	------------	-------------------	--------------------

GRANT ADDITIONAL INFORMATION**GRANT CONDITIONS****CALL CONDITIONS**

Grant Additional Conditions ISPF

Introduction

This project has been recommended for funding under the ISPF-256 FAPESP and UKRI (MRC) artificial intelligence (AI) for health programme. The UK component of this project is funded by the International Science Partnerships Fund (ISPF) and this grant is awarded by the MRC on behalf of UK Research and Innovation (UKRI).

These ISPF Grant Additional Conditions, together with the UKRI Standard Terms and Conditions and any further Grant Additional Conditions applying to this project, comprise the Grant Terms and Conditions on which UKRI awards this Grant to the Research Organisation. Please ensure these conditions are read in conjunction with any relevant scheme/programme guidance.

Application of Grant Additional Conditions of Grant

In these Grant Additional Conditions of Grant, the words "We", "Our" or "Us" refer to the relevant Council of UKRI awarding the Grant and "You" or "Your" refer to the Research Organisation in receipt of the Grant.

Official Development Assistance (ODA) specific**GAC ISPF 1: ODA Compliance**

The ISPF is funded by a combination of the UK's ODA and non-ODA budgets. Grants under the ISPF-256 FAPESP and UKRI (MRC) artificial intelligence (AI) for health programme are part of the UK's ODA. The aim of ODA funding is to promote and specifically target the economic development and welfare of developing countries.

You must ensure the research that is undertaken as part of this Grant is compliant with ODA rules and regulations as set out by the OECD. Please check these rules and regulations from time to time during the lifetime of the Grant to ensure compliance. In the event that the research is deemed to no longer comply with ODA rules and regulations We reserve the right to terminate the Grant with immediate effect.

In addition to the requirements set out in UKRI Standard Terms and Conditions RGC 7.1, any proposed changes to the Award that could affect the ODA compliance of the research must be reported to Us at the earliest opportunity via the Grant Maintenance Facility. We will then consider whether such changes are permissible and inform You of Our decision.

You must ensure that the award complies with relevant legislation including the International Development Act 2002, the International Development (Gender Equality) Act 2014 and the Paris Agreement. Further information on ODA guidance can be found at: [Official development assistance \(ODA\) | OECD](#)

GAC ISPF 2: ODA Transparency

The UK Government is committed to transparency and has a statutory requirement to report ODA spending, through the

International Aid Transparency Initiative (IATI) open data standard. In line with this, information about this award will be shared with Department for Science, Innovation & Technology (DSIT) and Foreign, Commonwealth & Development Office (FCDO) who may publish information about awards to fulfil transparency requirements. This includes information being shared with third parties and being made available via the IATI registry and OECD DAC Creditor Reporting System (CRS).

GAC ISPF 3: Open Access Publications

Our Policy on Open Access applies to all recipients of ODA grants: <https://www.ukri.org/publications/ukri-open-access-policy/>. Where research grants are held by a UK based research organisation, the UKRI open access block grant can be used to support eligible costs. Where UKRI research grant funding is awarded to a non-UK based research organisation, it is permissible for open access costs to be charged to the research grant

General

GAC ISPF 4: Starting Procedures

This Grant has a FIXED start date of 7th February 2025. The start of the Grant may NOT be delayed beyond or precede this date. You must submit the Start Confirmation no later than 7th March 2025.

Please note that due to the fixed start date, the normal three month start period rules and start confirmation window outlined in the UKRI Standard Terms and Condition RGC5 DO NOT apply to this project.

GAC ISPF 5: Extensions

Notwithstanding RGC 6, grant extensions will only be under exceptional circumstances where such events could not be predicted or appropriately mitigated during the award stage, or where required in line with the Equality Act 2010, and will require Our agreement on a case-by-case basis.

We expect due consideration to have been given to the challenges and constraints associated with this award, including those associated with international collaboration or any other requirements shown on the offer letter.

GAC ISPF 6: Collaboration Agreement

In accordance with UKRI Standard Term and Condition RGC 12, a Collaboration Agreement is required for this project.

A Collaboration Agreement must be in place within 6 months of the start date of the Grant, and if requested should be shared with Us.

It is the responsibility of the lead Research Organisation to put such an agreement in place. The terms of collaboration agreements must not conflict with the Our terms and conditions or any other policies.

GAC ISPF 7: Acknowledgements

In addition to the provisions in UKRI Standard Term and Condition RGC 12.4, all materials for this Grant (including any publicity materials, publications, reports, press releases, social media releases and websites) where appropriate should acknowledge that it is funded by Us and must refer to the ISPF.

Our communications teams should be notified of any major announcements in advance by emailing press@ukri.org.

GAC ISPF 8: Reporting and Evaluation

You must deliver on monitoring and reporting commitments as agreed upon commencement of this Grant, including reporting research outcomes via Researchfish and providing narrative progress updates. You are also required to assist Us with any reasonable additional reporting requirements as requested by DSIT.

You must assist any external evaluators contracted by Us and/or DSIT for the purposes of an evaluation of ISPF. Contracted evaluators will be given permission to contact You directly.

There is an expectation that You will make all reasonable efforts to support and contribute to any reporting requirements by Your collaborator's funding agencies.

GAC ISPF 9: Government Support

This Award is dependent on continuing government commitment for this initiative. In the event that this support is withdrawn, We reserve the right to terminate the Award at any time, having provided 3 months written notice.

RESEARCH COUNCIL CONDITIONS

SCHEME CONDITIONS

Introduction

UK Research and Innovation fEC Grants Standard Terms and Conditions of Grant

The Standard Terms and Conditions of Grant apply to Research Grants and Fellowships, costed and funded on a Full Economic Costs basis (fEC) and calculated according to the Transparent Approach to Costing (TRAC) or an equivalent methodology, awarded by the following seven UK Research and Innovation (UKRI) Councils:

Arts and Humanities Research Council (AHRC)
Biotechnology and Biological Sciences Research Council (BBSRC)

Economic and Social Research Council (ESRC)
Engineering and Physical Sciences Research Council (EPSRC)
Medical Research Council (MRC)
Natural Environment Research Council (NERC)
Science and Technology Facilities Council (STFC)

Application of Standard Terms and Conditions of Grant

In these Standard Terms and Conditions of Grant, the words "We", "Our" or "Us" refer to the relevant Council of UKRI awarding the Grant and "You" or "Your" refer to the Research Organisation in receipt of the Grant. Other key terms used in these Standard Terms and Conditions of Grant are set out in the Definitions attached at Annex A.

These Standard Terms and Conditions of Grant, together with any applicable Specific Terms and Conditions of Grant required by an individual Council of UKRI comprise the Grant Terms and Conditions on which UKRI awards the Grant to the Research Organisation. Specific Terms and Conditions of Grant will be set out in the Grant Offer Letter.

These Grant Terms and Conditions should be read in conjunction with the sources outlined in Annex B, including the guidance document to support Organisations in following UKRI's processes and policies. In the event of any conflict the terms of these Conditions should prevail.

Use of Grant Proposal Information

UK Research and Innovation (UKRI) handles all personal data in accordance with current UK data protection legislation and the EU General Data Protection Regulation (GDPR) where appropriate.

It is the responsibility of the Research Organisation to ensure that both students it funds from UKRI funding and individuals who receive grant funding, or who are later involved in the award, are made aware of how personal data may be used by both UKRI and the Research Organisation. This includes information relating to groups such as students, supervisors, project partners, investigators, named researchers and support staff.

To meet UKRI's obligations for public accountability and the dissemination of information, contents of funded research proposals will also be made available on the Councils' websites and other publicly available sources. As a condition of funding, UKRI may use the data to publish information on awards made. We may also share information with third parties to support, for example, open access publication and reporting outcomes via Researchfish.

This includes data submitted through Je-S Student Details (SD).

UKRI may use information provided by grant holders to perform risk assessments in order to understand and help manage and support considerations and mitigations relating to Trusted Research and Innovation.

UKRI is also subject to the UK Freedom of Information Act (2000) and the Environmental Information Regulations (2004) and may be required to release grant information on request, subject to appropriate exemptions.

Further information is provided by the UKRI Use of grant proposal information addendum (www.ukri.org/apply-for-funding/before-you-apply/your-responsibilities-if-you-get-funding/meeting-ukri-terms-and-conditions-for-funding/) and via the UKRI Privacy Notice (www.ukri.org/about-us/privacy-notice/).

Standard Terms and Conditions of Grant

RGC 1 Variation to Terms and Conditions

UKRI reserves the right to amend and vary these Standard Terms and Conditions of Grant and any Specific Terms and Conditions of Grant or applicable policies at any time. The latest version of the Standard Terms and Conditions of Grant apply to all Grants with immediate effect and supersede any previous Standard Terms and Conditions under which a Grant was awarded unless otherwise stated. However, any Specific Terms and Conditions of Grant will still apply. Additional costs incurred as a direct result of changes made to Our Terms and Conditions should be managed within the Grant cash limit.

Where the cash limit is exceeded solely due to costs incurred as a result of changes made to Our Terms and Conditions, a case can be made to Us for additional funds on an exceptional basis. The latest version of the Standard Terms and Conditions of Grant are available on the UKRI website at: www.ukri.org/apply-for-funding/before-you-apply/your-responsibilities-if-you-get-funding/meeting-ukri-terms-and-conditions-for-funding/

RGC 2 Accountability & Responsibilities of the Research Organisation

RGC 2.1 You are responsible for ensuring that the Project carried out by You, the Grant Holder and any Research Workers or other Third Parties, comply with these Standard Terms and Conditions of Grant and any Specific Terms and Conditions of Grant.

RGC 2.2 You must ensure that the Project is carried out in accordance with all applicable ethical, legal and regulatory requirements including but not limited to relevant provisions of the General Data Protection Regulation, the Data Protection Act 2018, the Bribery Act 2010, the Fraud Act 2006, the Equality Act 2010 and the Modern Slavery Act 2015.

RGC 2.2.2 You must ensure that the project and any acquisitions made by You are compliant with the relevant UK legislation, including (but not limited to), the National Security and Investment (NSI) Act 2021 and National Security Act 2023, as well as any current UK sanctions against named individuals, entities and nations. Any asset or entities obtained by the Grant funding awarded to You, including when collaborating with third parties to acquire, sell or develop qualifying entities or assets, must comply with these rules. You may be required to notify the government about an acquisition before you can complete it. Where required,

relevant export controls regulations/licenses and Academic Technology Approval Scheme (ATAS) certifications will be in place prior to relevant collaborative activities take place.

RGC 2.2.3 We will immediately suspend the Grant and may require You to repay Grant funding if You are found to be in breach of relevant legislation identified under RGC 2.2.2.

RGC 2.3.1 Unless RGC 2.3.5 applies, You must ensure at all times that the Grant funding awarded to You is compliant with the Subsidy Control Act 2022.

RGC 2.3.2 You must inform Us of any other public funding applied for or awarded against the eligible costs covered by this Grant.

RGC 2.3.3 We will immediately suspend the Grant and may require You to repay Grant funding if You are found to have received aid that is deemed to be in breach of the Subsidy Control Act 2022.

RGC 2.3.4 No subcontract or other agreement with a Third Party can be made which would constitute a breach of the Subsidy Control Act 2022.

RGC 2.3.5 The EU State Aid regulations will apply to where the Grant funding will affect trade between Northern Ireland and the EU as envisaged by Article 10 of the Windsor Framework to the EU Withdrawal Agreement. In such cases, RGC 2.3.6 to RGC 2.3.11 below will apply instead of RGC 2.3.1 to RGC 2.3.4.

RGC 2.3.6 Where You have been informed that Your use of the Grant counts as either De Minimis or has been awarded through the UKRI Research, Development and Innovation Scheme operating under Commission Regulation (EU) No 651/2014 (the General Block Exemption Regulation (GBER)) and subsequent amendment, You must ensure at all times that You are compliant with the State Aid regulations under which the Grant has been awarded.

RGC 2.3.7 You must inform Us of any other public funding applied for or awarded against the eligible costs covered by this Grant. It is Your responsibility to ensure that the cumulative total of public funding and aid intensity You are receiving for the Project does not exceed those limits stated under De Minimis or GBER. You must ensure that You comply with State Aid rules, which are those rules contained in Articles 107 to 109 of Section 2, Title VII, of the Common Rules on Competition, Taxation and Approximation of Laws, Consolidated versions of the Treaty on European Union and the Treaty on the Functioning of the European Union (2008/C 115/01).

RGC 2.3.8 We will immediately suspend the Grant if You become subject to a recovery order that follows on from a previous European Commission decision, which declares any aid You have received as illegal and incompatible with the internal market.

RGC 2.3.9 Where You are required by an order of the European Commission to repay any Grant to Us that is found to be unlawful State Aid, interest will be charged on the amount being reclaimed from the date of payment at the applicable legislated rate.

RGC 2.3.10 No subcontract or other agreement with a Third Party can be made which would constitute a breach of Your obligations under the EU State Aid regulations.

RGC 2.3.11 You acknowledge that We may be required to provide the European Commission with information about the financial assistance given to You by Us and You agree to provide such assistance as We shall reasonably request.

RGC 2.4 You are accountable for the conduct of the Project including the conduct of the research, the use of public funds and the proper financial management of the Grant in accordance with these Standard Terms and Conditions of Grant and any Specific Terms and Conditions of Grant, whether the Project is carried out by You or the Grant Holder, Research Workers or other Third Party.

RGC 2.5 You must ensure that the Grant is spent in a way that is consistent with the purpose and conditions set out in the Offer Letter.

RGC 2.6.1 You must carry out appropriate due diligence on any Third Parties used to deliver any part of the Project and shall ensure in particular, that such Third Parties comply with these Standard Terms and Conditions of Grant and any Specific Terms and Conditions of Grant. At UKRI's request, You must provide details of expenditure of the Grant by any Third Party. The following Due Diligence guidance and questionnaire should be followed, regardless of whether any Third Parties used to deliver all, or part, of the Project are based in the United Kingdom or overseas: www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/equitable-partnerships/.

RGC 2.6.2 You must undertake appropriate due diligence on Your collaborative partner(s) before any collaboration between parties begins, including where changes occur after the Grant Start Date to individuals or organisations involved in the Project or, where any material change occurs in the nature of the collaboration or external factors which might alter the level of risk to the research and its potential usages. Where due diligence checks identify a potential risk, You must ensure that appropriate mitigations are in place to manage that risk before any Grant activity and/or collaboration affected by the risk begins/is continued. Due Diligence must be undertaken in line with UKRI's Principles on Trusted Research and Innovation: <https://www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/trusted-research-and-innovation/>.

RGC 2.7 You must ensure that any part of the Full Economic Cost not funded by the Grant is committed to the Project before it starts.

RGC 2.7.1 You may be required to provide UKRI with additional information about how you are managing considerations and risks relating to Trusted Research and Innovation, and engage in any subsequent risk assessment activities requested by UKRI. Any recommended mitigations identified through the risk assessment will need to be agreed and in place before the grant start date.

RGC 2.7.2 Clauses around national security must be included in all grant agreements - regardless of technology area or partners involved - to allow relevant ongoing support by UKRI. Where required and agreed, and in line with all relevant data protection legislation, we will consult appropriate wider technical agencies across HMG to provide further assistance and recommendation.

RGC 2.8 You must have adequate business continuity plans in place to ensure minimum operational interruptions to the Project.

RGC 2.9 In order to foster a research culture which values, recognises and supports public engagement, You must adopt the principles, standards and good practice for public engagement with research set out in the 2010 Concordat for Engaging the Public with Research: <https://www.ukri.org/publications/concordat-for-engaging-the-public-with-research/>

RGC 2.10 You must notify UKRI of any changes to Your constitution, legal form, membership structure (if applicable) or ownership, including those that might affect Your eligibility to hold the Grant, or to deliver the Project or any other changes which affect Your ability to comply with the Grant Terms and Conditions.

RGC 2.11 You must ensure that the requirements of the Employing Organisation under the UK Policy Framework for Health and Social Care Research (or equivalent) are met for research involving National Health Service (or equivalent) patients, their organs, tissues or data, and that the necessary arrangements are in place with partner organisations. Where You also accept the responsibilities of a Sponsor (as defined in the Policy Framework), You must also ensure that the requirements for Sponsors are met.

RGC 2.12 Peer review is an integral part of the application process and ensures research of the highest calibre is funded. Investigators and named Researchers on this Grant are expected to make all reasonable efforts to undertake the peer review of proposals for UKRI when invited to do so, unless there is a conflict of interest or the proposal is outside of their area of expertise.

RGC 2.13 By accepting this Grant You are confirming that the Grant Holder has not already received competitively obtained research or support funding from any source, for the same research Project that this Grant has been awarded by Us to support. We reserve the right to terminate the Grant should We find that the Grant Holder has been or is in receipt of the aforementioned duplicate funding, either before or during the Grant Period.

RGC 3 Research Governance

RGC 3.1 Research Ethics, Misconduct and Conflicts of Interest

RGC 3.1.1 You are responsible for ensuring that ethical issues relating to the Project are identified and brought to the attention of the relevant approval or regulatory body. Before any such work requiring approval begins, approval must have been granted by the relevant body.

RGC 3.1.2 You must follow Our Policy on the Governance of Good Research Practice at: www.ukri.org/publications/ukri-policy-on-the-governance-of-good-research-practice/ and ensure that the requirements set out in the 2019 Concordat to Support Research Integrity, including the annual statement, and any subsequent amendments, are met. You are responsible for ensuring all necessary permissions are obtained before the Project begins, that there is clarity in roles and responsibility among Grant Holders, Research Workers, and Third Parties, as well as investigating and reporting unacceptable research conduct.

You must have a policy in place to manage Conflicts of Interest. Any potential conflicts of interest in research identified at the point of application or thereafter during the grant must be managed as part of the planned project. We reserve the right to request details of the management of any interests at any point during the grant duration.

RGC 3.2 Use of Animals in Research

You must comply with the provisions of the Animals (Scientific Procedures) Act 1986, and any amendments, where applicable and ensure that all necessary licences are in place before any work requiring approval takes place. You should also follow the guidance set out in "Responsibility in the use of animals in bioscience research": <https://www.nc3rs.org.uk/responsibility-use-animals-bioscience-research>

RGC 3.3 Health and Safety

You are responsible for ensuring a safe working environment for all individuals associated with the Project, both on and off-site, and for meeting all regulatory and legislative health and safety requirements.

Health and safety risk assessments should be undertaken where appropriate to ensure compliance with all health and safety obligations including obligations to make reasonable adjustments to ensure the health and safety of those with disabilities or long-term health conditions.

We reserve the right to require You to undertake a safety risk assessment in individual cases where health and safety may be an issue, and to monitor and audit the actual arrangements made. In the event of a serious incident (e.g. death) we require that you inform us for risk purposes.

RGC 3.4 Equality, Diversity and Inclusion

You are expected to ensure that equality, diversity and inclusion is considered and supported at all stages throughout the performance of the Project, in alignment with Our policies and principles at: www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/equality-diversity-and-inclusion/ for equality, diversity and inclusion. Your approach to supporting equality, diversity and inclusion is expected to at a minimum to meet all relevant legal obligations, including but not limited those of the Equality Act 2010 and equivalent legislation when acting in Northern Ireland. You are required to ensure suitable training, information and support is provided to ensure compliance with Your obligations under all equality legislation.

Inclusive practices should be built into the design of systems, policies and processes to address issues of inequality.

RGC 3.5 Safeguarding

All relevant safeguarding legislation must be adhered to, We particularly draw your attention to child protection legislation and the Modern Slavery Act 2015. You must have sufficient policies and/or processes in place in order to foster Safeguarding.

RGC 3.6 Bullying and Harassment

You must have clear, well-publicised policies, processes and training in place. To manage the risks associated with our funding, organisations must inform UKRI of any upheld allegations of sexual exploitation, abuse, bullying, psychological abuse, physical violence and harassment including in respect of any of the protected characteristics as defined by the Equality Act 2010, against staff, students or associated personnel directly involved in a UKRI funded activity.

UKRI's Preventing Harm (Safeguarding) in Research and Innovation policy, <https://www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/preventing-harm-in-research/> provides further information on our expectations, including the actions that UKRI may take. Further information on UKRI's approach to bullying and harassment can be found on the UKRI bullying and harassment web pages, <https://www.ukri.org/what-we-offer/supporting-healthy-research-and-innovation-culture/bullying-and-harassment/>

RGC 3.7 Whistleblowing

You must have clear, well-publicised policies and processes in place consistent with good practice recommended by the National Audit Office Assessment Criteria for Whistleblowing policies.

RGC 4 Use of Grant

RGC 4.1 We reserve the right to vary the value of the Grant during its lifetime in accordance with the GDP Deflators published by HM Government or to take into account any other Government decisions affecting the funding available to UKRI.

RGC 4.2 With the exception of RGC 4.3, Directly Incurred and Exceptions funds must not be used to meet the costs of an activity that will fall outside the Grant Period.

RGC 4.3 Expenditure may be incurred and subsequently charged to the Grant from either the start date of the Grant or the date that the Offer Letter was issued on, whichever is earlier.

RGC 4.4 Transfers of funds between fund headings are permitted only within and between Directly Incurred and Exceptions costs, excluding equipment, at the rate applicable for the heading as set out in the award letter. Funds may only be transferred into studentship stipend or fees to supplement an existing studentship post on the Grant. You must not transfer funds to create new studentship posts without prior approval from UKRI. Directly Incurred and Exceptions funds must not be used to meet costs on any other Grant or activity. Funds can only be transferred and used to meet the cost of activity or activities that meet the agreed aims and objectives of the project. While approval does not need to be sought from Us for transfer of funds (excluding the creation of new studentship posts), We reserve the right to query any expenditure outlined in the Final Expenditure Statement which has not been incurred in line with the Standard Terms and Conditions of Grant and any Specific Terms and Conditions of Grant.

RGC 4.5 Costs associated to Students must not be charged to the Grant. These costs must be met by other resources held by You, which can include UKRI Training Grants if the student holds a UKRI studentship. Students are able to undertake paid work within the institution as casual assistance, this should be evidenced with a clear audit trail and should not form part of the formal studentship training.

RGC 4.6 Timesheets must be completed by all members of Directly Incurred/Exceptions staff who work across more than one activity. Timesheets must be completed and approved within two months after period end. Staff costs for these individuals must reflect the actual, rather than budgeted, hours worked on each UKRI project.

RGC 5 Starting Procedures

RGC 5.1 You must formally accept the Grant by completing and returning the Offer Acceptance within 10 working days of the issue of the Offer Letter.

RGC 5.2 You must submit the Start Confirmation within 42 (calendar) days of the Project starting. The date entered on the Start Confirmation will be the Official Start Date of the Grant. The Official Start Date may be delayed by up to 3 months from the start date shown in the Offer Letter, but the duration of the Grant will remain unchanged. The Grant may lapse if the Project is not started within 3 months of the start date in the Offer Letter. The start of the Grant may precede the start date shown in the Offer Letter, but must not be earlier than the issue date of the Offer Letter itself.

RGC 6 Extensions

RGC 6.1 The duration of the Grant ("Grant Period") may be extended after the Official Start Date by up to 12 months without additional funding subject to Our prior written approval. For further information, see the UKRI fEC Grant Guidance document.

RGC 6.2 For Fellowship Grants, the Grant Period may also be extended to cover familial leave, extended jury service or paid sick leave after the Official Start Date for a period in line with the Terms and Conditions of the Fellow's employment. For further information, see the UKRI fEC Grant Guidance document.

RGC 7 Monitoring

RGC 7.1 Changes to Project

You must inform and consult Us if there are any significant changes to the Project that may affect its progress, delivery, or that may potentially breach any applicable Subsidy Control Act 2022 or State Aid regulation. No substantive changes to the experimental design of a Project involving the use of animals or human participation, which might affect the ethical characteristics of the award, are permitted without the prior approval of UKRI.

If You propose to make significant changes to the Project, UKRI may require revised proposals for its approval and reserves the right to make a new Grant in place of the existing Grant, or to revise, retain or terminate the existing Grant.

RGC 7.2 Transfer of a Grant to another Research Organisation

RGC 7.2.1 The Grant may be transferred to another eligible organisation, providing that it can provide a suitable environment to enable the project to be successfully completed; this will be subject to prior written approval of UKRI. Written agreement to this is required from both the relinquishing and receiving organisations.

RGC 7.2.2 Grant funding will not be revised following transfer. The receiving organisation must confirm that it will provide any additional resources needed to complete the project by returning an Offer Acceptance.

RGC 7.3 Change of Grant Holder

RGC 7.3.1 For Research Grants, You must submit any proposed changes of Grant Holder to UKRI for approval via the appropriate funding system.

RGC 7.3.2 For Fellowship Grants, changes to the Grant Holder are not permitted. In the event of the research fellow's resignation or other termination of their employment, the Grant will terminate automatically.

RGC 7.4 Research Monitoring and Evaluation

RGC 7.4.1 You must use Our nominated online system to submit information for monitoring and evaluation purposes on the outputs and outcomes and impacts of the Project during and for some years after the expiry of the Grant Period. Further information on reporting requirements can be found on the UKRI website: www.ukri.org/apply-for-funding/manage-your-funding-award/report-your-research-outcomes/. Failure to comply with the reporting requirements will result in suspension of Grant payments and no further proposals will be considered by UKRI where the Grant Holder is named as the Principal or Co-Investigator.

RGC 7.4.2 Exceptionally We may require a separate End of Award Report on the conduct and outcome of the Project. If required You must submit the report within 3 months of the end of the Grant Period. No further application from a Grant Holder will be considered while an End of Award Report is overdue.

RGC 7.4.3 We reserve the right to call for periodic updates on the Project's progress or to visit the Project team, or request participation in evaluation studies. The Grant Holder must make all reasonable efforts, if so invited, to respond to requests for information or to attend events or activities organised by UKRI concerning the research undertaken, including requests or events after the end of the Grant Period.

RGC 7.5 Disclosure and Inspection

RGC 7.5.1 We shall be entitled to inspect any financial or other records and procedures associated with the Grant as are reasonably required to verify the regularity and propriety of Grant expenditure, or to appoint any other body or individual for the purpose of such inspection. This includes expenditure by Third Parties. We shall use reasonable endeavours to ensure that any confidential information disclosed shall be treated with the same care and discretion to avoid disclosure as We use with Our own similar information. We may disclose Confidential Information to the minimum extent required by any law or regulation (provided, in the case of a disclosure required under the Freedom of Information Act 2000 or Environmental Information Regulations 2004, none of the exceptions within such Act or Regulations applies to the information disclosed), any governmental or other regulatory authority, or a court or other authority of competent jurisdiction.

RGC 7.5.2 If We request it, You must provide a statement of account for the Grant, independently examined by an auditor who is a member of a recognised professional body, certifying that the expenditure has been incurred in accordance with the Grant Terms and Conditions.

RGC 7.5.3 You must report to us any investigations into research misconduct associated with the Grant within one month of deciding to undertake a formal investigation, and subsequently notify Us of the findings and any actions taken as described in the Policy on the Governance of Good Research Practice: www.ukri.org/publications/ukri-policy-on-the-governance-of-good-research-practice/. Upon request You must provide information on Your management of research integrity and ethics as described in the above policy. In addition, You must provide details of any allegations, proven or not, of cases of fraud or attempted fraud and any other complaint or investigation into dishonesty, fraudulent activities or business misconduct, by any regulatory body or the police into Your activities or those of Your staff as soon as this becomes known to You. It is a requirement that any instances of Fraud or attempted Fraud relating to funding received by You from Us, should be reported to FundingAssurance@ukri.org

RGC 7.5.4 We will undertake periodic reviews of Research Organisations within the Funding Assurance Programme to seek assurance that Grants are managed in accordance with the Terms and Conditions under which they are awarded.

RGC 8 Staff

RGC 8.1 Employment

You are wholly responsible for staff funded from the Grant, including Research Fellows, and accept all duties owed to and responsibilities for these staff, including, without limitation, their terms and conditions of employment, and their training and supervision, arising from the employer/employee relationship. Research Fellows must be appointed as an employee for the full duration of their award.

RGC 8.2 Career Development

You are expected to adopt the principles, standards and good practice for the management of research staff set out in the 2019 Concordat to Support the Career Development of Researchers, including any subsequent amendments.

RGC 8.3 Parental Leave

RGC 8.3.1 At the end of the Grant Period We will reimburse costs incurred by You to cover any additional net parental leave costs that cannot be met within the announced grant cash limit including Statutory Maternity, Paternity, Parental Bereavement and Adoption Pay for staff, within the Directly Incurred and Exceptions fund headings. This will be payable only for the percentage of time that the staff are contracted on the Grant.

RGC 8.3.2 Within the announced grant cash limit, the Grant may be used to meet the costs of making a substitute appointment and/or extending the Grant to cover a period of parental leave for staff within the Directly Incurred and Exceptions fund headings (as outlined above). Directly Allocated and Indirect funds will not be increased as a result of such extensions.

RGC 8.3.3 You will be responsible for any liability for parental leave pay for staff supported by the Grant outside the original Grant Period.

RGC 8.3.4 Fellows are entitled to take parental leave in accordance with the terms and conditions of their employment. We will consider requests for a Fellowship Grant to be placed in abeyance during the absence of the Research Fellow for parental leave, and the period of the Fellowship extended by the period of leave. We will also consider requests to continue the Fellowship on a flexible or part-time basis to allow the Research Fellow to meet caring responsibilities.

RGC 8.4 Sick Leave

RGC 8.4.1 At the end of the Grant Period, We will reimburse You for any additional net sick leave costs that cannot be met within the announced Grant cash limit for staff within the Directly Incurred and Exceptions fund headings, except where You have already recovered these costs by claiming Statutory Sick Pay from HMRC. This will be payable only for the percentage of time that the staff are contracted on the Grant.

RGC 8.4.2 Within the announced grant cash limit, the Grant may be used to meet the costs of making a substitute appointment and/or extending the Grant to cover a period of sick leave for staff within the Directly Incurred and Exceptions fund headings (as outlined RGC 8.4.1). Directly Allocated and Indirect funds will not be increased as a result of such extensions.

RGC 8.4.3 You will be responsible for any liability for sick leave pay for staff supported by the Grant outside the original Grant Period.

RGC 8.4.4 Where there is a continuous period of sick leave in excess of 3 months, You may request approval for a substitute appointment to safeguard progress on the Project. Where a Research Assistant has been on sick leave in excess of 3 months, You must comply with all obligations to consider reasonable adjustments before making a substitute appointment.

Where a Research Assistant has been on sick leave for an aggregate (not necessarily continuous) period in excess of 3 months, where this is due to a single condition or a series of related conditions, You may request an extension to the duration of the project.

RGC 8.4.5 Fellowship Grants: Fellows are entitled to take sick leave in accordance with the Research Organisation's terms and conditions. If requested, consideration will be given to allowing a fellowship grant to be placed in abeyance during the absence of the Research Fellow due to sick leave, and the period of the fellowship extended by the period of sick leave. The additional salary costs for the fellow (pro rata to their percentage FTE on the fellowship) should be claimed, as necessary, at the end of the extended period.

RGC 9 Equipment

RGC 9.1 Procurement of Equipment

The procurement of equipment, consumables and services, including maintenance, must comply with all relevant national and EU legislation and consideration must be given to the energy and waste implications of all procurements. For contracts over £25,000, excluding VAT, professionally qualified procurement staff must be consulted before the procurement process begins. Any proposal to purchase equipment in the last 6 months of the Grant must be pre-approved by UKRI.

RGC 9.2 Ownership of Equipment

You must inform us if the need for the equipment diminishes substantially or it is not used for the purpose for which it was funded during the Grant Period. We reserve the right to determine the disposal of such equipment and to claim the proceeds of any sale. Any proposal to transfer ownership of the equipment during the period of the Grant requires the prior approval by UKRI.

RGC 9.3 Equipment Data

All new equipment purchased over £138,000 (£115,000 ex VAT) must be registered on the "Equipment data" national database.

RGC 10 Financial Reporting

RGC 10.1 You are accountable for funds dispersed and are responsible for the timely and accurate submission of all expenditure reports required under the Terms and Conditions of Grant, including the submission of an expenditure statement within 3 months of the end of the Grant Period. We are entitled to require You to provide supplementary information in support of an interim or final expenditure statement. Once an expenditure statement has been received and the expenditure incurred has been reconciled against payments made, it will be considered as final. Any unspent funds will be recovered.

RGC 10.2 You must retain all accounting information relating to the Grant for the current financial year plus the subsequent six years after the submission date of the final expenditure statement.

RGC 10.3 If We send an Annual Statement to return showing payments made by UKRI during the previous financial year for all the Grants You hold, You must complete and return the statement by the specified deadline.

RGC 11 Sanctions

RGC 11.1 We reserve the right to impose financial sanctions and/or additional measures if You do not comply with Your obligations as set out in these Standard Terms and Conditions of Grant and any Specific Terms and Conditions of Grant.

RGC 11.2 If the End of Award Report (if required) or the Financial Expenditure Statement is not received within 3 months of the end of the Grant Period, UKRI will recover 20% of expenditure incurred on the Grant. All payments will be recovered if the report or statement is not received within 6 months of the end of the Grant. You may appeal against a sanction, but must do so within 60 days of the pay run in which the sanction was imposed.

RGC 11.3 Where an Organisation is deemed to be non-compliant in the application of TRAC, a minimum sanction of 75% of the non-compliant rate may be applied, where an Organisation is applying rates which are materially inaccurate (>10% variance on any single rate). These sanctions would only apply to future applications, until a time that UKRI Funding Assurance are satisfied that remedial measures are implemented.

RGC 12 Exploitation, Impact and Acknowledgement

RGC 12.1 Unless otherwise agreed, all intellectual property shall belong to the party that generates them. Where the Grant is associated with more than one Research Organisation and/or other project partners, the basis of collaboration between the organisations including ownership of intellectual property and rights to exploitation, must be set out in a formal collaboration agreement in a way that is proportionate to and appropriately reflects the exact nature of the collaboration.

RGC 12.2 You are responsible for ensuring that all parties engaged in the research make every reasonable effort to ensure that the intellectual assets obtained in the course of the research, whether protected by intellectual property rights or not, are used to the benefit of society and the economy.

RGC 12.3 In individual cases, We reserve the right to retain ownership of intellectual assets, including intellectual property (or assign it to a third party under an exploitation agreement) and to arrange for it to be exploited for the national benefit and that of the Research Organisation involved.

RGC 12.4 The Grant Holder shall, subject to the procedures laid down by the Research Organisation, publish the results of the research funded by the Grant in accordance with normal academic practice and Our policy on Open Access: <https://www.ukri.org/manage-your-award/publishing-your-research-findings/making-your-research-article-open-access/#contents-list>. Publications will be accepted in English or Welsh.

Publications and other forms of media communication, including media appearances, press releases and conferences, must acknowledge the support received from Us, quoting the Grant reference number if appropriate. Please see details on how to acknowledge funding at <https://www.ukri.org/manage-your-award/publishing-your-research-findings/acknowledging-your-funding/#contents-list>.

RGC 12.5 The Grant Holder shall, subject to the procedures laid down by the Research Organisation, manage and share research data arising from the Grant in accordance with UKRI's research data policies: <https://www.ukri.org/manage-your-award/publishing-your-research-findings/making-your-research-data-open/>

RGC 13 Disclaimer

RGC 13.1 UK Research and Innovation accepts no liability, financial or otherwise, for expenditure or liability arising from the research funded by the Grant except as set out in these Terms and Conditions, or otherwise agreed in writing.

RGC 13.2 UKRI reserves the right to amend the payment profile at its discretion. You will be advised, in advance, of any such change. Changes to payment profiles may affect the overall value of the Grant.

RGC 13.3 UKRI reserves the right to terminate the Grant at any time, subject to reasonable notice and to make any payment that We agree may be necessary to cover outstanding and unavoidable commitments. If a Grant is terminated or reduced in value, no liability for payment, redundancy or any other compensatory payment for the dismissal of staff funded by the Grant will be accepted, but, subject to the provisions of RGC 10 Financial Reporting, negotiations will be held with regard to other contractual commitments and concerning the disposal of assets acquired under the research grant.

RGC 13.4 Where studies are carried out in an NHS Trust or equivalent, the Trust or equivalent has a duty of care to its patients. UK Research and Innovation does not accept liability for any failure in the Trust's duty of care, or any negligence on the part of its employees.

RGC 14 Status

RGC 14.1 The Terms and Conditions of Grant which include these Standard Terms and Conditions of Grant and the Specific Terms and Conditions of Grant will be governed by the laws of England and Wales and all matters relating to the Terms and Conditions will be subject to the exclusive jurisdiction of the courts of England and Wales.

RGC 14.2 If any provision of these Terms and Conditions is found by a court or other legitimate body to be illegal, invalid or unreasonable, it will not affect the remaining Terms and Conditions which will continue in force.

RGC 14.3 The Terms and Conditions of Grant contain the whole agreement between UKRI and the Research Organisation in relation to the Grant and neither party intends that any of these Terms and Conditions should be enforceable by any third party.

Annex A: Definitions

Co-Investigator: A person who assists the Grant Holder in the management and leadership of the Project.

Council: Any of the bodies listed under the Introduction.

Directly Allocated Costs: Costs of resources used by the Project that are shared by other activities. They are charged on the basis of estimates rather than actual costs and do not represent actual costs on a project by project basis.

Directly Incurred Costs: Costs that are explicitly identifiable as arising from the conduct of the Project which are charged as the cash value actually spent and are supported by an audit record.

End of Award Report: A report which the Grant Holder must provide at the end of the Grant Period, detailing the outputs, outcomes

and impacts of the project to date.

Exceptions: Directly Incurred Costs that Councils fund at 100% of fEC subject to actual expenditure incurred, or items that are outside fEC.

Fellowship Grant: An award made through a fellowship competition providing a contribution to the support of a named individual. It covers the cost of the time dedicated by the fellow to their personal research programme, and may or may not include research support costs.

Full Economic Costs (fEC): A cost which, if recovered across an organisation's full programme, would recover the total cost (direct, indirect and total overhead) including an adequate recurring investment in the organisation's infrastructure.

Funding Assurance Programme: A programme of visits and office based tests by UKRI to seek assurance that grant funds are used for the purpose for which they are given and that grants are managed in accordance with the terms and conditions under which they are awarded Grant Support for a proportion of the full economic costs of the Project. A Grant may be either a Research Grant or a Fellowship.

Grant: Support for a proportion of the full economic costs of the Project. A Grant may be either a Research Grant or a Fellowship.

Grant Holder: The person to whom the Grant is assigned and who has responsibility for the intellectual leadership of the Project and for the overall management of the research funded by the Grant. The Grant Holder is either the Principal Investigator (in the case of a Research Grant) or a Research Fellow (in the case of a Fellowship Grant).

Grant Period: The duration of time between the Project start and end date.

Grant Terms and Conditions: The Standard Terms and Conditions of Grant together with the Specific Terms and Conditions of Grant that together comprise the basis on which the Grant is awarded to the Research Organisation.

Indirect Costs: Non-specific costs charged across all projects based on estimates that are not otherwise included as Directly Allocated Costs. They include the costs of the Research Organisation's administration such as personnel, finance, IT, legal, general laboratory, office consumables, library and some departmental services.

Je-S: Joint Electronic Submissions system used for the submission of Grant related information.

Offer Acceptance: A document to be completed and returned by the Research Organisation either accepting or declining the Grant.

Grant Offer Letter / Offer Letter: An official document setting out specific details of the Grant, including the Project start and end date, Grant value and any Specific Terms and Conditions of the Grant as required by the relevant Council.

Official Start Date: The official start date of the Grant, as set out in the Start Confirmation.

Project: The project funded by the Grant as set out in the Offer Letter.

Project Partner: A third party person who is not employed on the Grant, or a third party organisation, who provides specific contributions either in cash or in kind to the Project.

Research Grant: A contribution to the costs of the research Project which has been assessed as eligible for funding through the procedures established by the relevant Council.

Research Organisation (RO)/Grant Awardee: The organisation to which the Grant is awarded and which takes responsibility for the management of the Project and accountability for funds provided.

Research Worker: Any person or third party working in any capacity on the Project.

Specific Terms and Conditions of Grant/Specific Conditions: The specific conditions of grant required in addition to the Standard Terms and Conditions on a Grant by an individual Council of UKRI.

Standard Conditions of Grant/Standard Conditions: The Standard Terms and Conditions of Grant published on UKRI's website at: www.ukri.org/apply-for-funding/before-you-apply/your-responsibilities-if-you-get-funding/meeting-ukri-terms-and-conditions-for-funding/

Start Confirmation: A document to be completed and returned to UKRI by the Research Organisation, confirming the Official Start Date on which the Project commences.

Studentship: The term used for the funding award made by a Research Organisation to a student for the purpose of undertaking postgraduate training leading to the award of a postgraduate degree.

The Funding Service (TFS): UKRI's new system for application submission

Third Party: Any person/organisation to which the award holding RO passes on any of the Grant funds awarded by the Council.

Transparent Approach to Costing (TRAC): An agreed methodology used by universities and other higher education bodies for calculating full economic costs.

Timesheets: A record of the amount of time an individual has spent on each activity they have worked on for a fixed period, typically one calendar month. Timesheets can be physical copies of paper with wet signatures, or an electronically completed workbook/ dedicated software solutions which maintain an audit trail of completion and authorisation dates.

Annex B: Information Sources

These Grant Terms and Conditions should be read in conjunction with the following sources. In the event of any conflict the terms of these Conditions should prevail:

- 1) Use of Grant Proposal & Training Grant information addendum: www.ukri.org/apply-for-funding/before-you-apply/your-responsibilities-if-you-get-funding/meeting-ukri-terms-and-conditions-for-funding/
- 2) UKRI Privacy Notice: www.ukri.org/about-us/privacy-notice/
- 3) UKRI Grant Terms and Conditions web page: www.ukri.org/apply-for-funding/before-you-apply/your-responsibilities-if-you-get-funding/meeting-ukri-terms-and-conditions-for-funding/
- 4) Subsidy Control Act 2022: See UK Government guidance 'Complying with the UK's international obligations on subsidy control: guidance for public authorities'
- 5) State Aid: Articles 107 to 109 of Section 2, Title VII, of the Common Rules on Competition, Taxation and Approximation of Laws, Consolidated versions of the Treaty on European Union and the Treaty on the Functioning of the European Union (2008/C 115/01)
- 6) Article 10, Protocol on Ireland/Northern Ireland, EU Withdrawal Agreement
- 7) De Minimis Aid: Commission Regulation (EU) No 1407/2013
- 8) General Block Exemption Regulation: Commission Regulation EU No. 651/2014
- 9) UKRI Due Diligence Guidance and Questionnaire: www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/equitable-partnerships/
- 10) UKRI Trusted Research and Innovation Principles: <https://www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/trusted-research-and-innovation/>
- 11) Concordat for Engaging the Public with Research: www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/public-engagement/
- 12) UK Policy Framework for Health and Social Care Research
- 13) Policy and Guidelines on Governance of Good Research Conduct: www.ukri.org/publications/ukri-policy-on-the-governance-of-good-research-practice/
- 14) Concordat to Support Research Integrity (2019)
- 15) Animals (Scientific Procedures) Act 1986
- 16) Responsibility in the use of animals in bioscience research guidance: www.nc3rs.org.uk/responsibility-use-animals-bioscience-research
- 17) UKRI Policies and Principles for Equality, Diversity and Inclusion: www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/equality-diversity-and-inclusion/
- 18) Equality Act 2010
- 19) Modern Slavery Act 2015
- 20) Advisory, Conciliation and Arbitration Service (ACAS) 'Bullying and Harassment in the Workplace: A Guide for Managers and Employers'
- 21) UKRI Preventing Harm in Research and Innovation Policy: <https://www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/preventing-harm-in-research/>
- 22) UKRI fEC Grant Guidance: www.ukri.org/apply-for-funding/before-you-apply/your-responsibilities-if-you-get-funding/meeting-ukri-terms-and-conditions-for-funding/
- 23) Research Outcome Reporting Requirements: www.ukri.org/apply-for-funding/manage-your-funding-award/report-your-research-outcomes/
- 24) Research Integrity: www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/research-integrity/
- 25) 2019 Concordat to Support the Career Development of Researchers
- 26) Open Access Policy: <https://www.ukri.org/manage-your-award/publishing-your-research-findings/acknowledging-your-funding/#contents-list>

Application of MRC Additional Terms and Conditions

As with the UKRI Standard Terms and Conditions, in these MRC Additional Terms and Conditions the words "We", "Our" or "Us" refer to the Medical Research Council (MRC), as the awarding council and "You" or "Your" refer to the Research Organisation in receipt of the Grant. Other key terms used are set out in the Definitions at Annex A in the UKRI Standard Terms and Conditions.

These Additional Terms and Conditions, together with the UKRI Standard Terms and Conditions <https://www.ukri.org/apply-for-funding/before-you-apply/your-responsibilities-if-you-get-funding/meeting-ukri-terms-and-conditions-for-funding/> comprise the Grant Terms and Conditions on which UKRI awards the MRC Grant to the Research Organisation. We reserve the right to vary these Additional Terms and Conditions.

Additional Terms and Conditions of Grant

MRC AC 1 Accountability & Responsibilities of the Research Organisation (in addition to RGC 2)

MRC AC 1.1 You are responsible for ensuring the Project is carried out in accordance with all applicable operational, legislative and ethical conditions and requirements relating to medical research.

MRC AC 1.2 You are responsible for obtaining all necessary licenses, approvals, permissions and consent for the research and ensuring no research requiring approvals starts until they are in place.

MRC AC 1.3 You must demonstrate to Us on request that required approvals are in place, or were in place before research started. We reserve the right to audit this at any time without prior notice.

MRC AC 2 Registered Healthcare Professionals

MRC AC 2.1 You must ensure all registered healthcare professionals supported by Our funding are aware they are individually responsible for maintaining appropriate professional indemnity insurance, We will not meet the costs of such cover.

MRC AC 2.2 Registered healthcare professionals supported by Our funding may not work more than the agreed time commitment for clinical duties.

MRC AC 2.3 Any honorary contracts required by registered healthcare professionals must be obtained prior to the start of the Project.

MRC AC 2.4 You must abide by the 'UK clinical academic training in medicine and dentistry: principles and obligations' (<https://www.ukri.org/publications/uk-clinical-academic-training-in-medicine-and-dentistry/>) and the 'UK clinical academic training for nurses, midwives, AHPs and other health and care professionals: principles and obligations' (<https://www.nihr.ac.uk/documents/uk-clinical-academic-training-for-nurses-midwives-and-other-professionals-allied-to-medicine-principles-and-obligations/27109>)

MRC AC 3 Mouse Strains

Where research involves mouse strains, the Grant Holder must contact the MRC mouse Frozen Embryo and Sperm Archive (FESA) at Harwell before research starts, regarding mouse strains to be engineered, or characterised by the project. You should deposit these strains with FESA wherever possible <https://www.har.mrc.ac.uk/mlc-services/archiving-and-distribution/>.

MRC AC 4 Human Participants in Research

Research involving human participants must be undertaken in accordance with Our policies and guidance <https://www.ukri.org/councils/mrc/guidance-for-applicants/policies-and-guidance-for-researchers/supporting-good-research-practice/#ethics>

MRC AC 5 Clinical Trials

MRC AC 5.1 Where research involves MRC-funded clinical trials, Grant Holders must act in accordance with Our policies on research sponsorship <https://www.ukri.org/councils/mrc/guidance-for-applicants/policies-and-guidance-for-researchers/clinical-research-governance/clinical-trials-regulations/>

MRC AC 5.2 Research involving MRC-funded clinical trials conducted in lower and middle income countries (LMICs) must follow Our guidelines for oversight and management of global health trials <https://www.ukri.org/publications/management-of-global-health-trials-mrc-guidelines/>.

MRC AC 5.3 You must establish an independent Trial Steering Committee to oversee the conduct of the trial. Other governance and oversight arrangements must be agreed with Us, such as requirement for a Data Monitoring Committee.

MRC AC 5.4 Clinical trials must be registered with the ISRCTN Registry <https://www.isrctn.com/> and receive an ISRCTN number. The ISRCTN number must be used in publications and added to Researchfish within 12 months of the trial starting. If You fail to provide the ISRCTN number when requested the Grant will be suspended. You must update the ISRCTN registry regularly and report or publish trial results within 24 months of study completion.

MRC AC 5.5 Trial results should be reported in accordance with the recommendations in the CONSORT statement <http://www.consort-statement.org/>. Before results are published, they must be discussed by the Trial Steering Committee. If You fail to publicly report results from an MRC-funded trial, We will not permit other related MRC awards to start until these results are reported.

MRC AC 5.6 Any contribution to an MRC-funded trial by another body, such as a pharmaceutical company (donation of drugs etc.), must be the subject of a collaboration agreement between the parties (see AC 10).

MRC AC 6 Stem Cells

MRC AC 6.1 Where research involves human stem cell lines (both embryonic and adult), Grant Holders must abide by the UK Code of Practice for the use of Human Stem Cell lines <https://www.ukri.org/publications/the-use-of-human-stem-cell-lines-code-of-practice-2010/>

MRC AC 6.2 Where research involves human embryonic stem cells (hESCs), Grant Holders must deposit a sample of every human embryonic stem cell line derived with Our funding in the UK Stem Cell Bank. Applications to deposit, access banked hESC lines, or use hESC lines from the UK or overseas must be approved by the Steering Committee for the UK Stem Cell Bank <https://www.ukri.org/councils/mrc/guidance-for-applicants/policies-and-guidance-for-researchers/uk-stem-cell-bank-steering-committee/>

MRC AC 7 Data Protection (in addition to RGC 2.2)

All researchers handling confidential information must have clearly established responsibilities to maintain confidentiality, formalised within Your policies or through professional codes of conduct.

MRC AC 8 Open Access Policy - Publication Repositories

All MRC funded researchers must comply with UKRI open access requirements. To comply with the UKRI Policy on Open Access (see RGC 12.4 and <https://www.ukri.org/manage-your-award/publishing-your-research-findings/making-your-research-publications-open-access/>) the Grant Holder must deposit all publications within the scope of the policy in Europe PMC. This must be the Author's Accepted Manuscript (or Version of Record, where the publisher permits). Deposit must occur at the time of final publication, as defined in Annex 1 of the UKRI Open access policy. This applies both during and after the period of funding. For more information see <https://www.ukri.org/councils/mrc/guidance-for-applicants/policies-and-guidance-for-researchers/open-access-policy/>

MRC AC 9 MRC Industry Collaboration Framework

For Industry Collaboration Framework awards You must provide Us with a copy of the collaboration agreement, signed by all partners, within 3 months of the date of this Offer Letter and prior to the Official Start Date. The grant will not start until this

document has been submitted and approved by Us <https://www.ukri.org/councils/mrc/guidance-for-applicants/types-of-funding-we-offer/mrc-industry-collaboration-framework-icf/>

Anexo C: Proteção de Dados

1. DEFINIÇÕES

Neste Anexo C, as seguintes definições devem ser aplicadas, além das estabelecidas na Cláusula 1 deste Acordo de Cooperação:

<p>“Controlador”, “Titular dos Dados”, “Encarregado dos Dados” e “Violação de Dados Pessoais”</p>	<p>tem o significado dado a esses termos nas Leis de Proteção de Dados aplicáveis;</p>
<p>“Leis de Proteção de Dados”</p>	<p>significa (a) qualquer lei, estatuto, declaração, decreto, diretiva, ato legislativo, ordem, portaria, regulamento, norma ou outra restrição vinculante (e suas alterações posteriores, sancionados ou ratificados de tempos em tempos) que se relacione à proteção de indivíduos com relação ao Tratamento de Dados Pessoais aos quais uma Parte está sujeita, incluindo a Lei britânica de Proteção de Dados de 2018 (“DPA”), o GDPR do Reino Unido (conforme o definido adiante) e toda a legislação sancionada no Reino Unido (“UK”), a respeito da proteção de dados pessoais; e o RGPD (UE) 2016/679, e a Lei n.º 13.709/2018 (Lei Geral de Proteção de Dados Pessoais – LGPD) e suas alterações pela Lei n.º 13.583/2019, Lei n.º 12.965/2014 (Marco Civil da Internet), Decreto n.º 8.771/2016 (b) qualquer código de prática ou orientação publicado pelo Escritório do Comissário de Informações do Reino Unido – ICO (ou órgão regulador equivalente) de tempos em tempos;</p>
<p>“Requerimento do Titular dos Dados”</p>	<p>significa um requerimento, notificação ou reclamação concreta ou pretendida de ou em nome de um Titular dos Dados exercendo seus direitos nos termos das Leis de Proteção de Dados em relação a Dados Pessoais, incluindo, sem limitação: o direito de acesso pelo Titular dos Dados, o direito de retificação, o direito de eliminação, o direito de restrição de Tratamento, o direito à portabilidade de dados e o direito de objeção;</p>
<p>“Autoridade Supervisora Competente”</p>	<p>significa o Escritório do Comissário de Informações do UK ou qualquer órgão sucessor ou substituto de tempos em tempos; ou a <i>Autoriteit Persoonsgegevens</i>; ou a Autoridade Nacional de Proteção de Dados; ou qualquer outra autoridade supervisora em conexão com Leis de Proteção de Dados;</p>
<p>“Controladores Conjuntos”</p>	<p>significa onde dois ou mais Controladores determinam conjuntamente os fins e os meios do Tratamento;</p>
<p>“Perdas”</p>	<p>significa todas as perdas, multas, penalidades, responsabilidades, danos, despesas, encargos, reivindicações, quantias pagas em acordos e custas (incluindo honorários jurídicos (numa base advogado/cliente), desembolsos, custas de investigação (incluindo investigação forense), litígio, acordo (incluindo pagamentos <i>ex gratia</i>), julgamento, juros e penalidades), outros encargos e despesas</p>

profissionais, desembolsos, custas de notificação de violação, incluindo notificações ao titular dos dados, custas de manejo de reclamações (incluindo fornecer a titulares dos dados checagens de referência de crédito, configurar centros de contato (por exemplo, *call centers*) e fazer pagamentos *ex gratia*), todos decorrentes seja de contrato, ato ilícito (incluindo negligência), não cumprimento de dever legal ou de outros;

“Dados Pessoais”

significa quaisquer dados pessoais (conforme o definido nas Leis de Proteção de Dados) Tratados por qualquer das Partes em conexão com este Acordo de Cooperação e, para os fins deste Acordo de Cooperação, inclui Dados Pessoais Sensíveis, tais como Dados Pessoais conforme o descrito mais particularmente no Apêndice 1 (*Particularidades do Tratamento de Dados*);

“Finalidade”

significa a(s) finalidade(s) para a(s) qual(is) os Dados Pessoais são Tratados pelas Partes em conexão com este Acordo de Cooperação, conforme o descrito mais particularmente no Apêndice 1 (*Particularidades do Tratamento de Dados*);

“Tratamento”

tem o significado estabelecido nas Leis de Proteção de Dados (e “Tratar” e “Tratamento” devem ser interpretados dessa maneira);

“Medidas de Proteção”

medidas técnicas e organizacionais adequadas que podem incluir pseudonimizar e encriptar Dados Pessoais, garantindo confidencialidade, integridade, disponibilidade e resiliência de sistemas e serviços, assegurando que a disponibilidade de e acesso a Dados Pessoais possam ser restaurados de maneira tempestiva após um incidente, garantindo a confiabilidade e integridade de qualquer pessoal que tenha acesso aos Dados Pessoais e avaliando regularmente a eficácia das medidas;

“Dados Pessoais Sensíveis”

significa Dados Pessoais que revelam categorias especiais de dados conforme o listado no art. 9, (1) do GDPR do UK;

“Prazo”

significa a duração acordada deste acordo estabelecida no Apêndice 1 (*Particularidades do Tratamento de Dados*); e

“GDPR do UK”

tem o significado dado a ele na seção 3(10) (complementada pela seção 205(4)) da Lei britânica de Proteção de Dados de 2018.

2. ATRIBUIÇÃO DE OBRIGAÇÕES

- 2.1 As Partes preveem que cada uma será Controlador Conjunto a respeito dos Dados Pessoais em conformidade com os termos deste Acordo de Cooperação. Destarte, cada uma das Partes compromete-se a cumprir as Leis de Proteção de Dados aplicáveis a respeito de seu Tratamento de Dados Pessoais como Controladores.
- 2.2 As Partes acordam que a UFSCar:
- (a) É o ponto de contato exclusivo para Titulares dos Dados; e
 - (b) Deve direcionar Titulares dos Dados a seu Encarregado dos Dados ou alternativa adequada em conexão com o exercício de seus direitos como

- (c) Titulares dos Dados nos termos da Lei n.º 13.709/2018 (Lei Geral de Proteção de Dados Pessoais – LGPD), alterada pela Lei n.º 13.583/2019, e da Lei n.º 12.965/2014 (Marco Civil da Internet) e Decreto n.º 8.771/2016; e Deve, em relação a qualquer Requerimento do Titular dos Dados nos termos do GDPR do UK ou RGPD da UE, encaminhar tais Titulares dos Dados conforme o seguinte: (i) requerimentos concernentes ao GDPR do UK para UCL; ou (ii) requerimentos concernentes ao RGPD da UE para a MU; e
 - (d) Incumbe-se de todos os passos necessários para cumprir as Leis de Proteção de Dados na medida do aplicável à UFSCar em relação ao exercício, por Titulares dos Dados, de seus direitos nos termos de tais Leis de Proteção de Dados; e
 - (e) Deve disponibilizar a Titulares dos Dados a essência deste Anexo C (e notificá-los de quaisquer alterações nele) concernente à atribuição de obrigações como Controlador Conjunto e seu papel como ponto de contato exclusivo, tendo as Partes envidado seus melhores esforços para acordar os termos dessa essência.
- 2.3 Não obstante os termos do dispositivo 2.2, as Partes reconhecem que um Titular dos Dados tem o direito de exercer seus direitos legais no âmbito das Leis de Proteção de Dados contra cada uma das Partes como Controlador.

3. COMPROMISSOS DAS PARTES

3.1 Cada uma das Partes compromete-se a:

- (a) Relatar às outras Partes a cada 3 meses sobre:
 - (i) O volume de Requerimentos do Titular dos Dados apresentados por Titulares dos Dados (ou terceiros em seu nome);
 - (ii) Quaisquer outros requerimentos, reclamações ou comunicações de Titulares dos Dados (ou terceiros em seu nome) relativas às obrigações da outra Parte nos termos das Leis de Proteção de Dados aplicáveis;
 - (iii) Quaisquer comunicações da Autoridade Supervisora Competente; e
 - (iv) Quaisquer requerimentos de terceiros para divulgação de Dados Pessoais quando o atendimento a tal requerimento for exigido ou pretensamente exigido por lei, os quais recebeu em relação aos Dados Pessoais e/ou este Acordo de Cooperação durante esse período.
- (b) Notificar uma à outra prontamente se receber qualquer requerimento, reclamação ou comunicação feita conforme o referido nos dispositivos 3.1, (a), (i) a (iv);
- (c) Não divulgar ou transferir os Dados Pessoais a quaisquer terceiros, a menos que necessário para a Finalidade. Para evitar dúvidas, qualquer terceiro a quem Dados Pessoais sejam transferidos tem de sujeitar-se a obrigações equivalentes as quais sejam não menos onerosas do que as estabelecidas neste Acordo de Cooperação;
- (d) Garantir que a todo tempo estejam em vigor Medidas de Proteção conforme o adequado para proteger-se de uma Violação de Dados Pessoais, tendo em conta:
 - (i) A natureza dos dados a serem protegido;
 - (ii) Danos que possam resultar de tal Violação de Dados Pessoais;
 - (iii) O estado de desenvolvimento tecnológico; e
 - (iv) A despesa com implementação de quaisquer medidas.

- (e) Não Tratar os Dados Pessoais de uma forma que seja incompatível com a Finalidade; e
 - (f) Assegurar-se de que notifique as outras Partes por escrito, sem demora injustificada e, em qualquer caso, dentro de 24 (vinte e quatro) horas após tomar conhecimento de qualquer Violação de Dados Pessoais concreta ou suspeita em relação aos Dados Pessoais e, dentro de cronograma a ser acordado entre as Partes (agindo com razoabilidade e de boa-fé):
 - (i) Implementar quaisquer medidas necessárias para restaurar a segurança de Dados Pessoais comprometidos; e
 - (ii) Ajudar a outra Parte a efetuar quaisquer notificações necessárias à Autoridade Supervisora Competente e aos Titulares dos Dados afetados.
- 3.2 Cada Controlador Conjunto deve envidar seus esforços razoáveis para auxiliar o outro Controlador a cumprir quaisquer obrigações nos termos das Leis de Proteção de Dados aplicáveis e não pode cumprir suas obrigações no âmbito deste Acordo de Cooperação de modo a levar o outro Controlador Conjunto a não cumprir qualquer de suas obrigações nos termos das Leis de Proteção de Dados aplicáveis na medida em que esteja ciente, ou deveria razoavelmente estar ciente, de que isso seria um descumprimento de tais obrigações.

4. AUDITORIA

4.1 Cada uma das Partes deve permitir que:

- (a) Uma Parte, ou um auditor terceirizado atuando sob a direção dessa Parte (“Parte Auditora”), conduza, às expensas da Parte Auditora, auditorias, avaliações e inspeções de privacidade e segurança concernentes a procedimentos de segurança e privacidade de dados de uma Parte relativos a Dados Pessoais, seu cumprimento deste Acordo de Cooperação e das Leis de Proteção de Dados; e/ou
 - (b) O acesso de uma Parte Auditora às instalações nas quais os Dados Pessoais estão acessíveis ou nas quais ela é capaz de inspecionar quaisquer registros pertinentes, incluindo o registro mantido nos termos do art. 30 do GDPR do UK por uma Parte, na medida do pertinente a este Acordo de Cooperação, e procedimentos.
- 4.2 A Universidade Líder pode, sob sua exclusiva discricionariedade, requisitar que cada Universidade Acordante forneça evidência de seu próprio cumprimento do dispositivo 4.1 em vez de conduzir tal auditoria, avaliação ou inspeção.

5. INDENIZAÇÃO

- 5.1 Sujeita ao dispositivo 5.2 deste Anexo C, cada uma das Partes deverá, a requerimento, isentar e manter isenta a outra Parte de responsabilidade por e perante todas e quaisquer Perdas que forem suportadas, sofridas ou incorridas por, concedidas em face de ou acordadas a serem reparadas pela primeira Parte, na medida em que tais Perdas decorrerem de falha da Parte Indenizante ao cumprir as Leis de Proteção de Dados, incluindo, em particular, todas as Perdas resultantes de:
- (a) Quaisquer penalidades pecuniárias ou multas aplicadas pela Autoridade Supervisora Competente àquela Parte;
 - (b) As custas de uma ação investigativa, corretiva ou compensatória requisitada pela Autoridade Supervisora Competente, ou a defesa de uma execução proposta ou concreta efetuada pela Autoridade Supervisora Competente;

- (c) Quaisquer Perdas sofridas ou incorridas por, concedidas em face de ou acordadas a serem reparadas por aquela Parte nos termos de uma reivindicação, ação ou contestação apresentada por um terceiro à ou em face da mesma Parte (inclusive na pessoa de um Titular dos Dados).

Exceto na medida no coberto pela alínea “(a)” ou “(b)” ou “(c)”, quaisquer Perdas sofridas ou incorridas por, concedidas em face de ou acordadas a serem reparadas por aquela Parte.

5.2 A isenção de responsabilidade prevista no dispositivo 5.1 está condicionada à Parte Indenizante:

- (a) Haver prontamente notificado a Parte Indenizante sobre os detalhes da reivindicação;
- (b) Não haver feito qualquer admissão em relação à reivindicação;
- (c) Haver tomado medidas razoáveis para mitigar suas perdas e despesas decorrentes da reivindicação;
- (d) Haver permitido à Parte Indenizante conduzir a defesa e a solução da reivindicação; e
- (e) Haver fornecido à Parte Indenizante toda a ajuda razoável ao lidar com a reivindicação.

A isenção de responsabilidade prevista no dispositivo 5.1 não se aplicará na medida em que a reivindicação surja em consequência de culpa ou dolo da Parte Indenizante.

5.3 O dispositivo 8.5 deste Acordo de Cooperação não se aplica à indenização nos termos desta cláusula 5.

6 RETENÇÃO DE DADOS

6.1 As Partes acordam apagar Dados Pessoais de quaisquer computadores, dispositivos de armazenamento e mídias de armazenamento que devam ser retidos tão logo isso seja possível após deixar de ser necessário que elas retenham tais Dados Pessoais nos termos das Leis de Proteção de Dados aplicáveis e sua política de privacidade (salvo na medida (e pelo período limitado) em que tais informações precisem ser retidas por uma Parte para fins de conformidade legal ou conforme o exigido de outra forma por este Acordo de Cooperação) e realizar todas as outras ações conforme possa ser necessário para assegurar seu cumprimento das Leis de Proteção de Dados e sua política de privacidade.

Apêndice 1 do Anexo C
Particularidades do Tratamento de Dados

<p>Objeto e duração do Tratamento</p>	<p>As Partes devem Tratar Dados Pessoais como parte do Projeto intitulado “<i>Defendendo a DPOC por meio de inteligência artificial no Brasil</i>”, conforme o descrito no Anexo A.</p> <p>As Partes devem Tratar os Dados Pessoais pela duração do Prazo do Projeto.</p>
<p>A Finalidade do Tratamento</p>	<p>A Finalidade do Tratamento é propiciar que as Partes levem a cabo suas respectivas atividades no âmbito do Projeto (particularmente com relação aos Dados Pessoais relativos à saúde de Participantes da pesquisa.</p> <p>A base legal para o Tratamento dos Dados Pessoais pelas Partes é que é necessário para a execução de uma tarefa levada a cabo no interesse público (art. 6, (1), (e) do GDPR do UK).</p>
<p>Tipo de Dados Pessoais a serem Tratados (incluindo quaisquer Dados Pessoais Sensíveis)</p>	<p>Especificamente, a pesquisa usará dados quantitativos e qualitativos fornecidos por análises de biomarcadores vocais captadas por falas gravadas e um aplicativo de <i>software</i>, juntamente com avaliações clínicas dos participantes. A avaliação clínica incluirá dados demográficos, histórico médico, fatores de risco, questionários sobre doença pulmonar, qualidade de vida e estado de saúde, sinais vitais, espirometria e teste de exercício. As gravações de voz incluirão tarefas de fala e outras características vocais serão extraídas – sílabas por grupo respiratório, taxa de fala, taxa de articulação, frequência média, intensidade média, variabilidade de tom, centro de gravidade médio, inalações, inalações não linguísticas, intervalos de razão voz/silêncio, formantes, frequência média, intensidade média, duração, shimmer, shim apq3, shim apq5, jitter, jitter ppq5, jitter rap, HNR e quebras de voz.</p>
<p>Categorias de Titulares dos Dados</p>	<p>Pacientes ou destinatários de cuidados de saúde no Brasil.</p>

Anexo D: Antecedentes

Fica acordado entre as Partes que, até onde elas têm conhecimento, os Antecedentes a seguir, são, pelo presente instrumento, identificados e acordados para uso para a execução do Projeto.

Quaisquer limitações inclusas neste Anexo D não pode contrariar os termos deste Acordo.

Nome da Parte	Descrição do Antecedente	Limitações e/ou condições específicas para uso para execução do Projeto
<i>University College London</i>	[Descrição das Informações do Antecedente]	[Explicação]
Universidade Federal de Sao Carlos	<p>A Universidade Federal de São Carlos consolidou <i>expertise</i> na (pato) fisiologia e mecânica respiratórias subjacentes a doenças respiratórias, tais como asma e DPOC.</p> <p>A Universidade Federal de São Carlos possui um conhecimento abrangente dos mecanismos de limitação ao exercício, diagnóstico funcional e fisiologia do exercício, abrangendo tanto respostas fisiológicas normais como as patológicas à atividade física.</p> <p>A Universidade Federal de São Carlos é também proficiente na avaliação da capacidade de exercício, na prescrição e monitoramento de intervenções de exercício individualizadas e no desenvolvimento de estratégias de reabilitação pulmonar baseadas em evidências.</p>	[Explicação]
Universidade de Maastricht	A Universidade de Maastricht possui conhecimento sobre a conceituação, desenvolvimento, verificação, validação e liberação de biomarcadores digitais de fala e outros.	O uso da plataforma, aplicativos móveis, biblioteca de fala, algoritmos, resultados gerados pelos algoritmos e do <i>software</i> serve somente à execução do Projeto. Em caso de uso fora ou após o Projeto, as

Nome da Parte	Descrição do Antecedente	Limitações e/ou condições específicas para uso para execução do Projeto
	<p>A Universidade de Maastricht desenvolveu um <i>pipeline</i> proprietário para execução de tarefas de fala, coleta de gravações de voz, extração de características e geração de biomarcadores vocais com base em IA para doenças respiratórias.</p> <p>A Universidade de Maastricht possui conhecimento sobre a conceituação, desenvolvimento, execução e coordenação de ensaios clínicos (remotos) baseados em voz em pessoas com doenças respiratórias.</p> <p>A Universidade de Maastricht desenvolveu algoritmos baseados em inteligência artificial para detectar e monitorar pessoas com doenças respiratórias crônicas, tais como asma e DPOC, usando voz.</p> <p>A Universidade de Maastricht desenvolveu <i>softwares</i>, plataformas e aplicativos (móveis) para iOS e Android para detectar e monitorar pessoas que vivem com doenças respiratórias crônicas, tais como asma e DPOC.</p> <p>A Universidade de Maastricht construiu uma base de dados com gravações de voz de pessoas com asma e DPOC.</p> <p>A Universidade de Maastricht possui conhecimento sobre a (pato) fisiologia e mecânica respiratória subjacentes a doenças respiratórias, tais como asma e DPOC, e como detectar e monitorar usando</p>	Partes deverão celebrar acordos separados.

Nome da Parte	Descrição do Antecedente	Limitações e/ou condições específicas para uso para execução do Projeto
	testes de função pulmonar e dispositivos vestíveis.	

Certificado de Conclusão

Identificação de envelope: 2BB494C0-7CA5-4752-894E-9C367DA25468

Status: Concluído

Assunto: Complete with Docusign: WT 14148517 - _UCL-UFSCar-MU_Collaboration_Agreement_-_Final.pdf, WT_141...

Envelope fonte:

Documentar páginas: 113

Assinaturas: 4

Remetente do envelope:

Certificar páginas: 2

Rubrica: 0

Dominika Arsicova

Assinatura guiada: Ativado

.

Selo com Envelopeld (ID do envelope): Ativado

, . .

Fuso horário: (UTC) Dublin, Edimburgo, Lisboa, Londres

d.arsicova@ucl.ac.uk

Endereço IP: 86.29.8.248

Rastreamento de registros

Status: Original

Portador: Dominika Arsicova

Local: DocuSign

09 de fevereiro de 2026 | 14:59

d.arsicova@ucl.ac.uk

Eventos do signatário

Ana Beatriz de Oliveira

reitora@ufscar.br

Nível de segurança: E-mail, Autenticação da conta (Nenhuma)

Assinatura

Assinado por:

 87A5018A38C34A7...

Adoção de assinatura: Imagem de assinatura carregada

Usando endereço IP:

2801:b0:20:5b:c4fc:e4ce:a23e:256d

Registro de hora e data

Enviado: 09 de fevereiro de 2026 | 15:39

Visualizado: 10 de fevereiro de 2026 | 19:22

Assinado: 10 de fevereiro de 2026 | 19:22

Termos de Assinatura e Registro Eletrônico:

Não oferecido através da Docusign

Annemie Schols

a.schols@maastrichtuniversity.nl

Dean Faculty of Health, Medicine and Life Sciences

Nível de segurança: E-mail, Autenticação da conta (Nenhuma)

DocuSigned by:

 49BBAB44E40946C...

Adoção de assinatura: Estilo pré-selecionado

Usando endereço IP: 137.120.248.79

Enviado: 13 de fevereiro de 2026 | 12:52

Visualizado: 13 de fevereiro de 2026 | 15:21

Assinado: 13 de fevereiro de 2026 | 15:22

Termos de Assinatura e Registro Eletrônico:

Não oferecido através da Docusign

Eventos do signatário presencial	Assinatura	Registro de hora e data
Eventos de entrega do editor	Status	Registro de hora e data
Evento de entrega do agente	Status	Registro de hora e data
Eventos de entrega intermediários	Status	Registro de hora e data
Eventos de entrega certificados	Status	Registro de hora e data
Eventos de cópia	Status	Registro de hora e data

UCL Contract Services (RIS)

ris.contractservices@ucl.ac.uk

Nível de segurança: E-mail, Autenticação da conta (Nenhuma)

Copiado

Enviado: 09 de fevereiro de 2026 | 15:39

Termos de Assinatura e Registro Eletrônico:

Não oferecido através da Docusign

Eventos de cópia	Status	Registro de hora e data
Kevin Janssen k.janssen@maastrichtuniversity.nl Nível de segurança: E-mail, Autenticação da conta (Nenhuma)	Copiado	Enviado: 13 de fevereiro de 2026 12:52
Termos de Assinatura e Registro Eletrônico: Não oferecido através da DocuSign		
Meara James meara@andlaw.eu Nível de segurança: E-mail, Autenticação da conta (Nenhuma)	Copiado	Enviado: 13 de fevereiro de 2026 15:22 Visualizado: 13 de fevereiro de 2026 15:24
Termos de Assinatura e Registro Eletrônico: Não oferecido através da DocuSign		

Eventos com testemunhas	Assinatura	Registro de hora e data
-------------------------	------------	-------------------------

Eventos do tabelião	Assinatura	Registro de hora e data
---------------------	------------	-------------------------

Eventos de resumo do envelope	Status	Carimbo de data/hora
Envelope enviado	Com hash/criptografado	09 de fevereiro de 2026 15:39
Entrega certificada	Segurança verificada	13 de fevereiro de 2026 15:21
Assinatura concluída	Segurança verificada	13 de fevereiro de 2026 15:22
Concluído	Segurança verificada	13 de fevereiro de 2026 15:22

Eventos de pagamento	Status	Carimbo de data/hora
----------------------	--------	----------------------