

DATED

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MEDTECH ACCELERATOR LIMITED

and

[INSERT NHS ORGANISATION NAME]

ADVANCE SUBSCRIPTION AGREEMENT

The logo for Medtech Accelerator features three colored dots (orange, green, purple) above the word "medtech" in a bold, teal, lowercase sans-serif font. Below "medtech" is the word "ACCELERATOR" in a smaller, grey, uppercase sans-serif font.

medtech
ACCELERATOR

DATED

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PARTIES

- (1) **MEDTECH ACCELERATOR LIMITED**, a company incorporated and registered in England and Wales with company number 10249998 and having its registered office at Milton Hall Ely Road, Milton, Cambridge, England, CB24 6WZ (the “**Subscriber**”); and
- (2) **[INSERT DETAILS]** (the “**NHS Organisation**”).

INTRODUCTION

The Subscriber has agreed to make advance subscription funds available to the NHS Organisation in order to assist with the development and commercialisation of the Project (as defined below) on the terms and conditions set out in this agreement.

IT IS AGREED AS FOLLOWS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this agreement the following definitions apply:

- "Advance Subscription Funds" has the meaning given in clause 2.1;
- “Assignment” means the assignment in a form agreed by the Subscriber between the NHS Organisation and the Spin Out Company pursuant to which the NHS Organisation shall assign with full-title guarantee the Project IP to the Spin Out Company or such other form of agreement between the NHS Organisation and the Spin Out Company relating to the Project IP in a form agreed by the Subscriber;
- “Business Day” means a day within the hours 09h00 to 17h00 on which English clearing banks are ordinarily open for the transaction of normal banking business in the City of London (other than a Saturday or Sunday);
- “Confidential Information” means all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's Representatives whether before or after the date of this agreement in connection with the Project or Advance Subscription Funds, including but not limited to: (a) the terms of this agreement; (b) any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, clients, suppliers, or plans, intentions, or market opportunities of the disclosing party (or of any

member of the group of companies to which the disclosing party belongs); and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party (or of any member of the group of companies to which the disclosing party belongs); and (c) any information developed by the parties in the course of carrying out this agreement;

“Conversion” means the conversion of the Advance Subscription Funds into shares in the Spin Out Company pursuant to clause 3.1;

“Conversion Price” means a price per Conversion Share equal to the quotient obtained by dividing (i) £500,000 (or such different valuation as agreed in writing by the Subscriber and the NHS Organisation) by (ii) the Fully Diluted Share Capital immediately prior any Equity Funding;

“Conversion Shares” means shares of the most senior class in the capital of the Spin Out Company;

“Costs” means all reasonable out-of-pocket expenses, including but not limited to fees incurred in the filing, prosecution, and maintenance of the Intellectual Property Rights, any legal fees associated with negotiating and completing contracts for the exploitation of the Intellectual Property Rights and any and all fees related to the development of the Project IP, the production of prototypes, market research and technical feasibility studies;

“Equity Funding” means third party equity funding that the Spin Out Company receives in connection with the Project IP prior to the Conversion;

“Fully Diluted Share Capital” means the number of shares in capital of the Spin Out Company on a fully-diluted basis, including (i) conversion or exercise of all securities convertible into or exercisable for shares in the capital of the Spin Out Company, (ii) exercise of all outstanding options and warrants to subscribe for shares in the capital of the Spin Out Company; and (iii) the shares reserved or authorised for issuance under the Spin Out Company’s share option plan created or to be created; but excluding the Conversion;

“Intellectual Property Rights” means copyright, neighbouring and related rights, database rights, trade and service marks, including the trade marks, trade names, business names, trade dress, rights in logos and get-up, goodwill and the right to sue for passing off or unfair competition, inventions, rights to inventions, domain names, rights to use, and protect the

confidentiality of, confidential information, trade secrets and know-how, registered designs, design rights, patents, utility models, semi-conductor topographies, all rights of whatsoever nature in computer software and data, all rights of privacy and all intangible rights and privileges of a nature similar or allied to any of the foregoing, in every case in any part of the world and whether or not registered; and including all granted registrations and all applications for registration in respect of any of the same;

“Insolvency Event”

means (otherwise than for the purpose of a solvent and bona fide reconstruction or amalgamation): (a) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the NHS Organisation or Spin Out Company; (b) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the NHS Organisation or Spin Out Company; (c) the NHS Organisation or Spin Out Company suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

“Key Personnel”

means the key individuals engaged in the performance of the Project, as listed in the Schedule;

“Milestone Date”

means the date(s) by which the relevant Milestone(s) must have been achieved to the reasonable satisfaction of the Subscriber as more particularly described in the Schedule or such later date agreed in writing by the Subscriber and the NHS Organisation;

“Milestone(s)”

means the milestone(s) in respect of the Project set out in the Schedule to be achieved by the NHS Organisation to the reasonable satisfaction of the Subscriber;]

“Net Income”

means Revenue less Costs;

“Paid Advance Subscription Funds”

means such Advance Subscription Funds that have been paid by the Subscriber to the NHS Organisation under this agreement;

“Payment Period”

means each period of 6 months ending on 31st March or 30th September;

“Project”

has the meaning given in clause 2.3 and as further outlined in the “Project Summary” in the Schedule;

“Project IP”

means any and all Intellectual Property Rights that have been created in the course of the Project;

“Project Plan”

means one or more detailed documents in the form agreed

by the Subscriber which describes the Project, the Project timetable and the pathway for the development and commercialisation of the Project IP (as may be amended with the prior written consent of the Subscriber from time to time); this shall include but not be limited to the information within the original application form submitted to the Subscriber by the NHS Organisation, and the information set out in the Schedule;

“Quarter”	means each three-month period after the date of this agreement;
“Representatives”	means, in relation to a party, its employees, officers, representatives and advisers;
“Revenue”	means all monies received by the NHS Organisation, from the exploitation of the Project IP including but not limited to licence fees, royalties and any reimbursements of expenses incurred in relation to the registration of Intellectual Property Rights;
“Spin Out Company”	means a company to be incorporated under the laws of England and Wales, unless otherwise agreed in writing by the Subscriber, for the purpose of further developing and commercialising the Project IP or otherwise in connection with the Project; and
“Subscriber’s Trade Mark”	the Subscriber’s name, logo, trade mark applications and registrations from time to time (including United Kingdom trade mark numbers 3193568 and 3193570) any other trade mark, business name or domain name used by the Subscriber in relation to the business operation(s) contemplated by this agreement.

1.2 Interpretation

In this agreement the following rules of interpretation apply:

- (a) clause, Schedule and paragraph headings are for convenience only and shall not affect the interpretation of this agreement;
- (b) references to clauses and the Schedule are references to clauses and the Schedule of this agreement;
- (c) the singular includes the plural and vice versa and words importing one gender will include all other genders;
- (d) references to a party include its permitted successors in title, transferees and assignees;

- (e) a reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established;
- (f) any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- (g) references to any statute will include any statutory modification, extension or re-enactment of it or any part of it for the time being in force and will include all instruments and regulations deriving validity from that statute; and
- (h) references to this agreement or to any other deed, agreement or document will be to this agreement or, as the case may be, such other deed, agreement or document as the same may have been or may be from time to time amended, varied, altered, modified, supplemented or novated.

2. ADVANCE SUBSCRIPTION

2.1 Advance Subscription

Subject to the terms and conditions of this agreement, the Subscriber agrees to make available to the NHS Organisation funds up to a total aggregate amount of £[insert] including all VAT (the “**Advance Subscription Funds**”) [within 30 days of receipt of invoice from the NHS Organisation that may be issued to the Subscriber on or after the date of this agreement OR in accordance with clause 2.2].

2.2 [Tranche Payments

The Advance Subscription Funds shall be made available as follows:

- (a) £[insert] including all VAT shall be paid to the NHS Organisation within 30 days of receipt of invoice from the NHS Organisation that may be issued to the Subscriber on or after the date of this agreement; and
- (b) the remaining Advance Subscription Funds shall be paid to the NHS Organisation according to the Schedule.]

2.3 Purpose

- (a) The NHS Organisation shall apply the Advance Subscription Funds for the purpose of [insert details of purpose for which funds being advanced] and for such other purposes as the NHS Organisation and the Subscriber may from time to time agree in writing (the “**Project**”).
- (b) The NHS Organisation shall carry out the Project in accordance with the Project Plan and shall use reasonable endeavours to:
 - (i) pursue the Project and achieve the Milestones;

- (ii) develop and protect the Project IP; and
- (iii) where reasonable and practical, facilitate the incorporation of the Spin Out Company and conclude and execute the Assignment.

2.4 Payment

The Subscriber shall transfer the Advance Subscription Funds to be paid under this agreement to the following bank account of the NHS Organisation:

Bank name and address: [insert]

Account name: [insert]

Sort code: [insert]

Account number: [insert]

SWIFT/IBAN code: [insert]

3. SPIN OUT COMPANY

3.1 As soon as practicable (and in any event no later than five (5) Business Days) after:

- (a) the Spin Out Company has been incorporated;
- (b) the NHS Organisation and the Spin Out Company have entered into the Assignment; and
- (c) if reasonably required by the Subscriber, the completion of the Equity Funding,

the Paid Advance Subscription Funds shall automatically convert into Conversion Shares at the Conversion Price. The number of Conversion Shares to be issued upon such conversion shall be equal to the quotient obtained by dividing (i) the Paid Advance Subscription Funds by (ii) the Conversion Price, rounded down to the nearest whole share. The NHS Organisation shall procure that the Spin Out Company shall allot and issue to the Subscriber (or as the Subscriber shall direct) the number of fully paid Conversion Shares to which the Subscriber is entitled) [and the Subscriber shall be released from paying any Advance Subscription Funds that may be remaining to be paid under this agreement at the time of such conversion].

3.2 The NHS Organisation undertakes to take or procure the taking of all reasonable steps to complete the matters set out in clause 3.1 and to procure all consents, waivers and shareholder resolutions necessary (pursuant to the articles of association of the Spin Out Company or otherwise) so as to enable the issue of shares in the capital of the Spin Out Company contemplated by this agreement to proceed free of pre-emption rights or other restriction.

3.3 It is a condition of the Conversion that at least 5 Business Days prior to such Conversion (or such shorter period as agreed by the Subscriber and NHS Organisation in writing), the NHS Organisation provides or procures the provision to the Subscriber of the form of the articles of association, the proposed share capitalisation table and any shareholders' agreement of the Spin Out Company to be in place at the time of Conversion.

3.4 Release: In the event that the parties agree in writing that the Spin Out Company shall not be incorporated and the NHS Organisation does not intend to otherwise commercialise the Project IP, there shall then be no requirement by the Subscriber for the Paid Advance Subscription Funds to be repaid or otherwise converted into shares by the NHS Organisation and the NHS Organisation shall be released in full from any such obligation [and the Subscriber shall be released from paying any Advance Subscription Funds that may be remaining to be paid under this agreement at the time of such termination]. For the avoidance of doubt, the remaining provisions of this agreement, including clause 9, shall continue in full force and effect.

4. SUBSCRIBER RIGHTS

4.1 Reporting

- (a) The NHS Organisation shall (and shall procure that the Spin Out Company shall), within 5 Business Days of the end of each Quarter, provide a written report to the Subscriber on the progress of the Project to date in a form reasonably acceptable to the Subscriber. The report shall contain a sufficient level of detail to enable the Subscriber to reasonably monitor the progress of the Project up until the end of that Quarter and shall include details about the Milestones, the development and protection of Project IP and how the Paid Advance Subscription Funds have been spent.
- (b) Notwithstanding the obligations under clause 4.1(a), the NHS Organisation shall (and shall procure that the Spin Out Company shall) promptly, and in any event no later than after five (5) Business Days, notify the Subscriber of any materially significant developments that occur as the Project progresses.
- (c) Within 14 Business Days of the end of the Quarter following the final payment of Advance Subscription Funds or at the end of the Project (whichever occurs first), the NHS Organisation shall provide to the Subscriber a final written report which assesses the success of the Project against the objectives or milestones agreed in the Project Plan.

4.2 Spin Out Company

The NHS Organisation shall procure that if the Spin Out Company is incorporated, it shall provide the Subscriber with the following rights:

- (a) Information Rights: The Spin Out Company shall deliver to the Subscriber customary financial and operational information about the Spin Out Company and any subsidiaries it may from time to time have including (i) financial reports (to be audited if so requested by the Subscriber) to be provided within ninety (90) days after the end of each fiscal year and, at the request of Subscriber, (ii) [quarterly] unaudited financial reports of the Spin Out Company and any subsidiaries it may from time to time have to be provided within thirty (30) days from the end of the relevant [quarter], and (iii) a copy of the annual budget of the Spin Out Company and of the business plan of the

Spin Out Company to be provided prior to the beginning of the fiscal year to which they relate.

- (b) Director/Observer Rights: The Subscriber shall be entitled to appoint at its election either: (i) one person to act as a director of the Spin Out Company and for such director to be appointed to any committee of the Spin Out Company's board of directors; or (ii) a representative to attend as an observer at each and any meeting of the Spin Out Company's board of directors and of each and any committee of the Spin Out Company's board of directors. Any observer so appointed shall be entitled to speak at any such meetings but will not be entitled to vote. The Subscriber shall also be entitled to remove any director or observer appointed under this clause 4.2(b) (as applicable) and, upon his removal, to appoint another director or observer (as applicable) in his place.
- (c) Transfer of Shares: Any shares in the Spin Out Company held by the Subscriber may be transferred without restriction to price or otherwise and each such transfer shall be registered by the directors of the Spin Out Company provided the transferee is not, in the reasonable opinion of the Spin Out Company, a competitor with the business of the Spin Out Company.

5. CONFIDENTIALITY

5.1 The provisions of this clause shall not apply to any Confidential Information that:

- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);
- (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
- (c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
- (d) the parties agree in writing is not confidential or may be disclosed;
- (e) is developed by or for the receiving party independently of the information disclosed by the disclosing party; or
- (f) is required to be disclosed by law or court order or statutory obligation.

5.2 Each party shall keep the other party's Confidential Information confidential and shall not:

- (a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this agreement or the Project ("**Permitted Purpose**"); or

- (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 5.
- 5.3 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:
 - (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
 - (b) at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause.
- 5.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible.
- 5.5 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this agreement are granted to the other party, or to be implied from this agreement.
- 5.6 On termination of this agreement, each party shall:
 - (a) subject to clause 5.6(b), destroy or return to the disclosing party, at the disclosing party's request, all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;
 - (b) erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable), except for one (1) copy which may be retained by a party for the sole purpose of monitoring its compliance under this agreement; and
 - (c) on request, certify in writing to the other party that it has complied with the requirements of this clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority.
- 5.7 The provisions of this clause 5 shall continue to apply after termination or expiry of this agreement.

6. WARRANTIES

The NHS Organisation warrants to the Subscriber as at the date of this agreement that to the best of its knowledge and belief:

- (a) all information contained in the application for the Advance Subscription Funds is true, complete and accurate in all material respect; and

- (b) the NHS Organisation owns or has the rights to use any and all of the existing Intellectual Property Rights that are necessary for the commencement and performance of the Project.

7. OBLIGATIONS OF THE NHS ORGANISATION

- 7.1 The NHS Organisation shall (and shall procure that the Spin Out Company shall), on all marketing materials (including its website) and documents relating to the Project: (a) display the Subscriber's Trade Mark; and (b) acknowledge receipt in writing of funding from the Subscriber.
- 7.2 The NHS Organisation shall (and shall procure that the Spin Out Company shall), co-operate with the Subscriber in all matters relating to the Project.
- 7.3 The NHS Organisation shall procure that any individual or company involved in the Project shall assign any Project IP to the NHS Organisation in a form agreed by the Subscriber so as to ensure that the NHS Organisation owns the Project IP.
- 7.4 The NHS Organisation shall (and shall procure that the Spin Out Company shall), comply with all applicable laws, statutes and regulations, from time to time in force.

8. DUTY TO CONSULT BEFORE FINANCING

The NHS Organisation undertakes to the Subscriber that it shall not (and shall procure that the Spin Out Company shall not) accept financing from any other party in connection with the Project without the prior written consent of the Subscriber (such consent not to be unreasonably withheld). Consent of the Subscriber shall be deemed to have been given in the event the Subscriber fails to provide a response within fourteen (14) Business Days of request.

9. ROYALTY PAYMENT

- 9.1 In the event that:
 - (a) the parties agree in writing that the Spin Out Company shall not be incorporated; or
 - (b) the Project IP generates Revenue prior to incorporation of the Spin Out Company and/or the Assignment,

the NHS Organisation shall pay to the Subscriber 15% of Net Income on the terms and conditions of this agreement.

- 9.2 At the end of each Payment Period, the NHS Organisation shall notify the Subscriber of all Revenue generated and Costs incurred during the previous Payment Period and will keep accurate accounting records in respect of the same which the Subscriber may inspect from time to time as it may reasonably require.
- 9.3 The Subscriber shall be entitled to issue to the NHS Organisation invoices at the end of each Payment Period for 15% of the Net Income in the previous Payment Period. The NHS

Organisation shall pay each invoice which is properly due within 60 days of the date of the Subscriber's invoice and shall be paid in pounds sterling the bank account nominated by the Subscriber from time to time.

9.4 All sums payable under this agreement shall be inclusive of any value added tax or other applicable sales tax or duty.

9.5 The provisions of this clause 9 shall continue to apply after termination (howsoever arising) of this agreement.

10. PUBLICATION AND USE OF LOGOS

10.1 The Subscriber hereby grants to the NHS Organisation a non-exclusive, worldwide, revocable, royalty-free licence to: (a) use the Subscriber's Trade Mark in the NHS Organisation's promotion material (including its website); and (b) refer to the Advance Subscription Funds provided to the NHS Organisation by the Subscriber under this agreement. The NHS Organisation shall have the right to sublicense the rights granted to it under this clause 10.1 of this agreement to the Spin Out Company.

10.2 The NHS Organisation shall (and shall procure that the Spin Out Company shall) comply strictly with the directions of the Subscriber regarding the form and manner of the application of the Subscriber's Trade Mark, including the directions contained in the Subscriber's brand guidelines (as notified to the NHS Organisation and Spin Out Company from time to time);

10.3 Any goodwill derived from the use by the NHS Organisation of the Subscriber's Trade Mark shall accrue to the Subscriber and the NHS Organisation hereby assigns to the Subscriber all such rights with full-title guarantee. The Subscriber may, at any time, call for a document confirming the assignment of that goodwill and the NHS Organisation shall immediately execute it.

10.4 The NHS Organisation acknowledges and agrees that the Subscriber shall be entitled to publish a non-confidential summary about the Project on its website and in its marketing materials.

11. KEY PERSONNEL

11.1 The NHS Organisation shall promptly notify the Subscriber following the occurrence of one or more of the following events:

(a) if any one or more of the Key Personnel terminates their employment or consultancy with the NHS Organisation or the Spin Out Company; or

(b) if any one or more of the Key Personnel is unable or unwilling to continue working on the Project.

11.2 In the event of the occurrence of one or both of the events in clause 11.1, the NHS Organisation shall (or if applicable, shall procure that the Spin Out Company shall) use

reasonable endeavours to promptly identify and engage a suitable replacement which is acceptable to the Subscriber (such consent not to be unreasonably withheld or delayed).

- 11.3 In the event that either or both of the events specified in clause 11.1 occurs and the NHS Organisation is unable to locate and engage a suitable replacement within 30 days, where in the Subscriber's reasonable opinion the lack of availability of the member of staff in question may cause a material risk to the satisfactory performance of the Project, the Subscriber shall be entitled to terminate the Agreement with immediate effect.

12. TERMINATION AND REPAYMENT

- 12.1 Without prejudice to any other right or remedy available to it, the Subscriber may: (i) terminate this agreement with immediate effect by giving written notice to the NHS Organisation; and/or (ii) in its sole and absolute discretion cease paying any Advance Subscription Funds that may be remaining to be paid under this agreement and give notice to the NHS Organisation requiring immediate repayment of some or all of the Advance Subscription Funds paid to the NHS Organisation up until the date of receipt of such notice, if:

- (a) the NHS Organisation commits a material breach (as described in clause 12.2) of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so. For the avoidance of doubt, a failure by the NHS Organisation to comply with its obligations under clauses 2.3 and 3.1 of this agreement shall constitute a material and irremediable breach;
- (b) the NHS Organisation repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- (c) the NHS Organisation or the Spin Out Company is unable or unwilling for any reason to continue with the Project (subject to the provisions set out in clause 3.4) or if in the reasonable opinion of the Subscriber, the NHS Organisation or the Spin Out Company is consistently failing to achieve an acceptable standard in relation to the Project;
- (d) an Insolvency Event occurs in relation to the NHS Organisation or the Spin Out Company; or
- (e) an event described in clause 11.3 occurs.

- 12.2 For the purposes of clause 12.1(a), material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Subscriber would otherwise derive from a substantial portion of this agreement, over the term of this agreement.

13. NOTICES

- 13.1 **In writing**

Unless otherwise expressly stated herein, a notice given to a party under or in connection with this agreement shall be made in writing and sent by letter, facsimile or email. This clause 13 does not apply to the service of any proceedings or other documents in any legal action.

13.2 Address

Any notice by letter shall be sent to the other party at the address shown next to its name below or to such other address as may from time to time be notified by one party to the other(s) in accordance with this clause and any notice by facsimile or email shall be sent to the other party at the facsimile number or email address below or as may from time to time be notified by one party to the other(s) in accordance with this clause.

Party	Contact	Address	Fax number	Email address
Subscriber	James Clulow, Innovation Manager	Milton Hall Ely Road, Milton, Cambridge, England, CB24 6WZ	01223 828283	James.clulow@hee.co.uk
NHS Organisation	[NAME AND POSITION OF CONTACT]	[ADDRESS]	[FAX NUMBER]	[EMAIL ADDRESS]

13.3 Delivery

Any notice sent under or in connection with this agreement shall be deemed made or delivered:

- (a) when received, in the case of a facsimile or an email within the hours 09h00 to 17h00;
- (b) when left at the relevant address, in the case of a personally delivered letter; or
- (c) two Business Days after dispatch, in the case of a letter sent by prepaid first class post in an envelope addressed to the relevant address.

14. GENERAL

14.1 Status of funds

For the avoidance of doubt, no interest is payable on the Advance Subscription Funds in any circumstance. No amount of the Advance Subscription Funds is repayable by the NHS Organisation in any circumstance other than as set out in clause 10 but such amount may be converted into shares in the Spin Out Company as set out in clause 3.

14.2 Variation

This agreement shall only be varied in a writing signed by the Subscriber and the NHS Organisation.

14.3 Counterparts

This agreement may be executed in counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this agreement. The exchange of a fully executed version of this agreement (in counterparts or otherwise) by electronic transmission in PDF format or by facsimile shall be sufficient to bind the parties to the terms and conditions of this agreement and no exchange of originals is necessary.

14.4 Entire agreement

This agreement constitutes the entire agreement between the parties in relation to the Project and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

14.5 Dispute resolution

If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it ("**Dispute**"), then the parties shall follow the procedure set out in this clause 14.5:

- (a) they shall meet as soon as practicable and negotiate in good faith with a view to resolving the dispute;
- (b) if the parties are unable to settle any dispute by negotiation within 28 days, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. To initiate a mediation a party must give notice in writing to the other party, requesting a mediation in accordance with this clause. Unless otherwise agreed between the parties, the mediation will start not later than 30 days after the date of the ADR notice;
- (c) No party may commence any court proceedings under clause 14.7 in relation to the whole or part of the Dispute until 90 days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by a delay. Nothing in this clause 14.5 shall restrict a party seeking in any court of competent jurisdiction any interim or provisional relief that may be necessary to protect the rights or property of that party.

14.6 Governing law

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

14.7 **Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

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SCHEDULE

“PROJECT SUMMARY”

[Project Title]

[Project Abstract]

“MILESTONES”

The Advance Subscription Funds shall be paid within 30 days of receipt of invoice on the following terms:

Milestone Number (length)	Invoice Date	Invoice Amount (inc VAT)	Milestone	Milestone Date
M1				
M2				
M3				

For the avoidance of doubt, if any Milestone has not been satisfied to the reasonable satisfaction of the Subscriber by the Milestone Date, then the Subscriber shall not be obliged (and thereby released) to pay such specified amount of the Advance Subscription Funds to the NHS Organisation under this agreement.

“APPROVED COSTS”

Item	Amount (inc. VAT)	Description
Labour		
Consumables		
Equipment		

Overheads		
Sub-contracting		
IP/legal fees		
Other (e.g. travel)		
TOTAL		

“KEY PERSONNEL”

For the purposes of the clause 11, the following individuals shall be Key Personnel:

[Name of key individual; organisation]

[Name of key individual; organisation]

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This agreement has been entered into on the date stated at the beginning of this agreement.

MEDTECH ACCELERATOR LIMITED

By: _____
[]
Director

[INSERT NHS ORGANISATION NAME]

By: _____
[]

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