

(1) Genomics England Limited

- and -

(2) Università degli Studi di Trieste (University of Trieste)

Research Network Access Agreement (Academic)

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THIS AGREEMENT IS MADE**BETWEEN:**

- (1) **Genomics England Limited**, a company incorporated under the laws of England with company registration number 08493132 and whose principal office is at Level 21, One Canada Square, London, E14 5AB, United Kingdom ("**Genomics England**"); and
- (2) **Università degli Studi di Trieste (University of Trieste)**, an organisation incorporated under the laws of Italy with VAT number 00211830328 and Fiscal Code 80013890324 and whose office is at Piazzale Europa 1 - 34127 Trieste - Italy (the "**Institution**").

BACKGROUND:

- (A) Genomics England has established the Research Network (as defined below) to give researchers, clinicians and students the opportunity to interpret and carry out research on the datasets which constitute Genomics England's Research Dataset (as defined below).
- (B) The Institution wishes to become a member of the Research Network and Genomics England is willing to admit the Institution as a member on and subject to the provisions of this Agreement.

THE PARTIES AGREE AS FOLLOWS:**1. Definitions**

In this Agreement, the terms "Data Controller", "Data Subject Access Request", "Personal Data" and "Process" shall have the meanings set out in the Data Protection Legislation (as defined below) and the following words shall have the meanings given to them below:

1.1	Agreement	this Research Network Access Agreement (Academic), including the attached Schedule, Genomics England's Airlock Policy, Genomics England's IT Security Policy and Genomics England's Publication Policy;
1.2	Applicable Law	all statutes, orders, regulations, guidance, directives, standards and codes of practice that are from time to time in force in England;
1.3	Approved Person	an Institution Employee or an Institution Student approved by the Institution to participate in the Research Network or, if the Institution has opted for deemed approval pursuant to Clause 4.12, an Institution Employee or an Institution Student that registers to participate in the Research Network using an email address that uses the Institution's email domain name as specified in the Schedule;
1.4	ARC	Genomics England's Access Review Committee as constituted from time to time;
1.5	ARC Research Approval	any approval issued by or on behalf of the ARC pursuant to Clause 5.4.2 of an application made by the Institution or an Approved Person in respect of a Research Project Plan;
1.6	Authorised Research Purposes	the purposes specified in the acceptable uses section of the Protocol and/or any ARC Research Approval (if applicable);
1.7	CEDR	the Centre for Effective Dispute Resolution whose principal office is at 100 St. Paul's Churchyard, London, EC4M 8BU, United Kingdom;

1.8	Central Government Body	a UK body listed in one of the following sub-categories of the UK central government classification of the UK Public Sector Classification Guide, as published and amended from time to time by the UK Office for National Statistics: (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;
1.9	Commencement Date	the date written at the end of this Agreement on which the last of the signatories executed this Agreement;
1.10	Commercialise	any use other than for non-commercial, academic research and "Commercialisation" shall be construed accordingly;
1.11	Confidential Information	(a) Genomics England's Research Dataset; and (b) any written or oral information, (including data, know-how, software and written material) which in each case: (i) is disclosed or made available by one Party to the other Party pursuant to this Agreement on or after the Commencement Date; and (ii) is either identified as confidential before or at the time of disclosure or which, by its nature or from the circumstances of its disclosure, should reasonably be presumed to be confidential;
1.12	Data Protection Legislation	the Data Protection Act 2018, the UK GDPR and any other Applicable Law relating to the processing of Personal Data and privacy, and including where applicable the guidance and codes of practice issued by the Information Commissioner's Office or a relevant Central Government Body in relation to such Applicable Law, each as amended, updated, replaced or consolidated from time to time;
1.13	EIRs	the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner's Office or relevant government department in relation to such regulations;
1.14	FOIA	the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner's Office or relevant government department in relation to such legislation;
1.15	GECIP Participation Agreement	a participation agreement entered into by the Parties before the Commencement Date in respect of the Genomics England Clinical Interpretation Partnership (the predecessor to the Research Network);

1.16	Genomics England's Airlock Policy	Genomics England's policy for bringing data, software, written material, files or other information into and out of the Research Environment as such policy is made available, as at the Commencement Date, on Genomics England's Website and as such policy may be modified from time to time by Genomics England and such modification notified to the Institution and deemed accepted pursuant to Clause 15.1;
1.17	Genomics England's IPR	Intellectual Property Rights owned by or licensed to Genomics England other than Intellectual Property Rights licensed by the Institution to Genomics England under this Agreement;
1.18	Genomics England's IT Security Policy	Genomics England's policy on IT security as such policy is made available, as at the Commencement Date, on Genomics England's Website and as such policy may be modified from time to time by Genomics England and such modification notified to the Institution and deemed accepted pursuant to Clause 15.1;
1.19	Genomics England's Materials	Genomics England's Research Dataset and any data, software, written material, files or other information made available by Genomics England in the Research Environment;
1.20	Genomics England's Personal Data	all Personal Data within Genomics England's Materials;
1.21	Genomics England's Publication Policy	Genomics England's policy on publications as such policy is made available, as at the Commencement Date, on Genomics England's Website and as such policy may be modified from time to time by Genomics England and such modification notified to the Institution and deemed accepted pursuant to Clause 15.1;
1.22	Genomics England's Research Dataset	the scientific and medical data (including genome sequence data from individuals together with the associated phenotypic and clinical data of such individuals) that is made available by Genomics England to users of the Research Environment but excluding the Institution Materials and the Results;
1.23	Genomics England's Website	the website at www.genomicsengland.co.uk ;
1.24	Institution Employee	an employee or staff member of the Institution who is interested in conducting research using Genomics England's Research Dataset, including a holder of an honorary contract with the Institution;
1.25	Institution Student	a student of the Institution who is interested in conducting research using Genomics England's Research Dataset;
1.26	Institution Materials	any software, data or other material (other than Genomics England's Materials and the Results) which is brought into the Research Environment by the Institution or the Institution Employees or Institution Students;
1.27	Intellectual Property Rights	patents, any extensions of the exclusivity granted in connection with patents, petty patents, utility models, registered designs, applications for any of the foregoing (including continuations, continuations-in-part and divisional applications), the right to apply for and be granted any of the foregoing, rights in inventions, copyrights, design rights, database rights, publication rights, rights in know-how, trade secrets and confidential information and all

		other forms of intellectual property right having equivalent or similar effect to any of the foregoing which may exist anywhere in the world;
1.28	Losses	any losses, liabilities, damages, costs and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;
1.29	Malicious Software	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
1.30	Membership Secretary(s)	the employee(s) of the Institution designated by the Institution from time to time as being responsible for managing the Approved Persons; details of the Membership Secretary(s) as at the Commencement Date are set out in the Schedule;
1.31	Open Access Institution Materials	any Institution Materials that the Institution informs Genomics England in writing are to be Open Access Institution Materials for the purposes of this Agreement;
1.32	Participant	the individual human participants who are the subject of Genomics England's Research Dataset;
1.33	Party	Genomics England or the Institution individually and "Parties" means both Genomics England and the Institution together;
1.34	Personnel	(a) directors, officers, employees, staff members and contract staff; and (b) consultants, agents, representatives and advisers; who in each case are individuals;
1.35	Programmes	the 100,000 Genomes Project, the NHS Genomic Medicine Service and any other Department of Health and Social Care genomic initiatives or Genomics England cohorts or initiatives designated by Genomics England as being within the scope of the Research Network;
1.36	Protocol	the document entitled "The National Genomic Research Library" as amended and approved by a research ethics committee from time to time and available on Genomics England's Website;
1.37	Records	records relating to the Institution's and the Researchers' use of the Research Environment;
1.38	Request for Information	has the meaning set out in the FOIA or the EIR, as relevant;
1.39	Research Analysis	any research or analysis carried out by Researchers using the Research Environment and/or Genomics England's Research Dataset for the Authorised Research Purposes;

1.40	Research Environment	the IT systems operated by or on behalf of Genomics England that store whole genome sequences of individuals participating in the Programmes and that provide access to and facilitate analysis of datasets of such whole genome sequences and associated phenotypic, research and clinical data;
1.41	Research Management Team	the team at Genomics England responsible for managing and coordinating the operation of the Research Network including processes, policy and research;
1.42	Research Network	the "Genomics England Research Network" (or such other title as Genomics England may select from time to time) under which researchers and clinicians are given access to the Research Environment;
1.43	Research Network Code of Conduct	the set of rules defined by Genomics England outlining the norms, expected behaviours, responsibilities and obligations that an Approved Person must abide by to participate in the Research Network, as such rules are amended from time to time and made available from Genomics England's Website;
1.44	Research Portal	Genomics England's online system to enable the Membership Secretary(s) to manage and review the Institution Employees and Institution Students who have access to the Research Environment;
1.45	Research Project	a research project, the Research Project Plan for which was the subject of an application made by the Institution or an Approved Person, that has been approved by or on behalf of the ARC pursuant to Clause 5.4.2;
1.46	Research Project Plan	a plan prepared by the Researchers for a research project to be carried out wholly or partly in the Research Environment;
1.47	Researcher	an Approved Person that has accepted the Research Network Code of Conduct in accordance with Clause 3.3;
1.48	Restricted Access Institution Materials	the Institution Materials that are not Open Access Institution Materials;
1.49	Results	all data, results, documentation, works, software, files, information, know-how, inventions, concepts, products, techniques, processes and/or discoveries that are created, developed, devised, conceived and/or reduced to practice as a result of the use of the Research Environment and/or Genomics England's Research Dataset by Researchers pursuant to a Research Project;
1.50	Third Party	any entity other than the Parties;
1.51	UK GDPR	Regulation (EU) 2016/679 (General Data Protection Regulation) as transposed into the national law of the United Kingdom by operation of Section 3 of the European Union (Withdrawal) Act 2018, as modified by The Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019, and as may be further modified from time to time;
1.52	Use	use, load, execute, interpret, store, transmit, display, copy, modify, adapt and enhance; and

1.53	Working Day	a day other than a Saturday, Sunday or public holiday in England.
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2. Commencement and Duration

- 2.1 This Agreement shall commence on the Commencement Date and shall continue indefinitely until either Party terminates this Agreement in accordance with the provisions of Clause 17.

3. Research Network Membership

- 3.1 If an Institution Employee or an Institution Student wishes to become a Researcher, they must apply to the Research Network via Genomics England's Website and provide such details as Genomics England may reasonably request.
- 3.2 The Institution hereby consents to the participation of Approved Persons in the Research Network.
- 3.3 The Institution acknowledges and accepts that prior to being granted access to the Research Environment, each Approved Person must provide an acknowledgement, in the form required by Genomics England, that the Approved Person has read the Research Network Code of Conduct in its entirety and agrees to abide by its provisions.
- 3.4 The Institution shall ensure that each individual who is identified on the Research Portal as being affiliated with the Institution is an Institution Employee or Institution Student.
- 3.5 The Institution shall be liable for the acts and omissions of all Approved Persons in relation to the Research Network and/or the Research Environment as if such acts and omissions were the Institution's own.

4. Membership Secretaries

- 4.1 The Institution shall procure that the Membership Secretary(s) fulfil the duties set out in Clauses 4.7 to 4.11 (inclusive) below.
- 4.2 The Institution undertakes that the Membership Secretary(s) have the authority to make decisions on behalf of the Institution pertaining to the involvement of the Institution Employees and Institution Students in the Research Network.
- 4.3 The Institution shall not appoint more than two Membership Secretaries at any one time.
- 4.4 When there are two Membership Secretaries, they shall both have equal authority in carrying out the responsibilities outlined in this Clause 4.
- 4.5 The Institution shall designate a new Membership Secretary by way of written notice to Genomics England within at least thirty (30) days of an existing Membership Secretary ceasing to be an Institution Employee or for any reason no longer being willing or able to carry out the role of a Membership Secretary.
- 4.6 Genomics England shall have the right to suspend the access of some or all of the Researchers to the Research Environment if the Institution fails to designate a Membership Secretary within the timeframes prescribed in Clause 4.5. Genomics England shall not be obliged to restore access of such Researchers to the Research Environment until the Institution has designated at least one Membership Secretary in accordance with the requirements of this Clause 4.
- 4.7 The Membership Secretary(s) shall manage Researchers via the Research Portal which Genomics England shall make accessible to the Membership Secretary(s).

- 4.8 The Membership Secretary(s) are responsible for ensuring that all applicants to become Approved Persons are either Institution Employees or Institution Students and for confirming the Institution has authorised the applicants to become Researchers.
- 4.9 The Membership Secretary(s) shall on a weekly basis review via the Research Portal the list of new applicants from the preceding week that applied to be Researchers to ensure each applicant is an Institution Employee or Institution Student and verify their status in the Research Portal.
- 4.10 The Membership Secretary(s) shall on a bimonthly basis review via the Research Portal the list of Researchers to ensure each person on the list is an Institution Employee or Institution Student.
- 4.11 The Membership Secretary(s) shall inform the Research Management Team promptly in writing whenever an Approved Person ceases to be an Institution Student or an Institution Employee or if the Institution for any reason wishes to revoke an Institution Student's or an Institution Employee's Approved Person status. After being so informed, Genomics England shall have the right to revoke such Approved Person's membership of the Research Network.
- 4.12 If the Institution has opted for deemed approval in the Schedule, then any person who applies to Genomics England to become a Researcher and provides an email address that uses the Institution's email domain name as set out in the Schedule shall be deemed to be an Approved Person. If the Institution has not opted for deemed approval in the Schedule but subsequently notifies Genomics England in writing that it wishes to opt for deemed approval and specifies in such notice an appropriate Institution email domain name, then any person who applies to Genomics England to become a Researcher and provides an email address that uses the Institution email domain name as set out in the notice, shall be deemed to be an Approved Person.
- 4.13 The Institution shall have the right to opt out of deemed approval at any time by giving Genomics England at least thirty (30) days' prior notice of such opt out.
- 4.14 If the Institution has opted out of deemed approval in the Schedule or subsequently notifies Genomics England in writing that it wishes to opt out of deemed approval, then Genomics England shall inform the Membership Secretary(s) via the Research Portal of any person who applies to Genomics England to become a Researcher who claims to be an Institution Employee or an Institution Student. Each such person shall become an Approved Person only once a Membership Secretary has approved their application via the Research Portal.

5. Access to the Research Environment

- 5.1 Genomics England shall provide Researchers with controlled access to the Research Environment to carry out Research Analysis for the Authorised Research Purposes only, subject to the provisions of this Agreement.
- 5.2 Each Researcher shall have ninety (90) days from the date that Researcher first accesses the Research Environment to familiarise themselves with the Research Environment and to formulate a Research Project Plan.
- 5.3 If the Researchers wish to carry out any specific research activity in the Research Environment, including the analysis of any of Genomics England's Research Dataset, the Institution shall procure that its Researchers submit in accordance with this Agreement a Research Project Plan in the form prescribed by the Research Management Team from time to time detailing the research or analysis that the Researchers wish to carry out.
- 5.4 The Institution shall procure that the Researchers:
 - 5.4.1 restrict their activities in the Research Environment solely to Research Analysis for the Authorised Research Purposes (save as otherwise permitted under Clause 5.2);

- 5.4.2 shall not carry out any research activity in the Research Environment, including the analysis of any of Genomics England's Research Dataset, unless and until: (i) the Researchers have submitted, in accordance with this Agreement, a Research Project Plan detailing the research or analysis that the Researchers wish to carry out; and (ii) such Research Project Plan has been approved by the ARC, or a person within Genomics England that ARC has delegated this authority to;
- 5.4.3 comply with the Protocol, Genomics England's Airlock Policy, Genomics England's IT Security Policy and Genomics England's Publication Policy provided that if any changes are made to the Protocol or any such policy, the Researchers shall not be required to comply with the changes (i) unless the changes are reasonable; and (ii) unless and until the Institution is informed of the changes in writing a reasonable time before the change comes into effect;
- 5.4.4 comply with all reasonable instructions received from Genomics England and co-operate with the Research Management Team in connection with the Researchers' use of the Research Environment;
- 5.4.5 provide the Research Management Team with an annual report on the Researchers' research activities in such form as the Research Management Team may prescribe from time to time, which Genomics England may share with the ARC and the Participant Panel;
- 5.4.6 have a working individual email address on the Institution's standard email domain;
- 5.4.7 complete information governance training which shall be provided by Genomics England (online and free of charge) to the reasonable satisfaction of Genomics England prior to such Researchers' first access of the Research Environment and subsequently at such frequency as Genomics England shall determine acting reasonably (but no more frequent than annually);
- 5.4.8 keep their user names, passwords or other access credentials for the Research Environment secret and do not disclose them to any other person;
- 5.4.9 do not bring Research Network, Genomics England or the Research Environment into disrepute;
- 5.4.10 comply with all Applicable Law and regulatory standards for the acceptable conduct of research; and
- 5.4.11 unless otherwise agreed, provide at the expense of the Institution, all equipment and materials, other than those for which Genomics England is responsible, necessary for carrying out the Research Analysis.
- 5.5 Genomics England shall be free to make changes from time to time to the Research Environment including to the range and capabilities of the software, analytical tools and data made available in the Research Environment.
- 5.6 Access to the Research Environment may be monitored and recorded by Genomics England. Access to all or part of the Research Environment may be withdrawn or suspended by Genomics England without notice at any time and for any reason.
- 5.7 The Institution shall have the right to cancel any Researcher's access to the Research Environment by giving notice to Genomics England to such effect. Genomics England shall have the right to accept written notice of cancellation from a Researcher of that Researcher's own access to the Research Environment.
- 5.8 Without prejudice to the generality of Clauses 5.6 and 5.7, Genomics England shall have the right to cancel an individual Researcher's access to the Research Environment if that

Researcher has failed to abide by the provisions of this Agreement and/or the Research Network Code of Conduct, with immediate effect by informing a Membership Secretary and that Researcher of the cancellation.

- 5.9 Where use of software, analytical tools and data made available in the Research Environment are subject to licences with Third Parties, the Institution shall procure that its Researchers shall comply with such licences for the software, analytical tools and data if it makes use of them, provided that Genomics England has made the terms of such licences available to the Researchers.
- 5.10 The Institution agrees and accepts that access to the Research Environment and Genomics England's Research Materials is provided on a strictly "as is" basis without any representation, warranty, undertaking, guarantee or other commitment as to satisfactory quality, fitness for a particular purpose or use, freedom from errors or bugs, service levels, reliability, response times or performance. The Institution shall not make any claim against any creator, developer or licensor of any items in the Genomics England's Research Materials, arising out of or in connection with the Institution's use of such items.
- 5.11 Genomics England does not represent, warrant, undertake, guarantee or otherwise commit that any Research Project undertaken by Researchers will lead to any particular result or outcome or that any such Research Project will be successful.

6. Ownership of Results

- 6.1 Except as expressly set out in this Agreement, neither Party shall acquire any right, title or interest in or to the Intellectual Property Rights owned by the other Party or the licensors of the other Party.
- 6.2 The Institution shall own the Results and the Intellectual Property Rights in the Results provided that:
 - 6.2.1 Genomics England shall retain ownership of Genomics England's Materials and Genomics England's IPR including ownership of any extracts from Genomics England's Research Dataset that form part of the Results and any dataset forming part of the Results that is derived directly from Genomics England's Research Dataset provided that Genomics England shall not own: (i) any programming code, interpretive or summary analysis, algorithms or know-how that form part of the Results; or (ii) any derivative dataset that forms part of the Results where the degree of abstraction and amalgamation from the Genomics England's Research Dataset is such that the derivative dataset no longer contains any Personal Data. By way of example only:
 - (a) if the Institution generates a report that includes extracts from Genomics England's Research Dataset (such as copies of variant sequences) the report shall be owned by the Institution but subject to Genomics England's ownership of the extracts from the Genomics England's Research Dataset;
 - (b) if the Institution realigns a genome sequence contained in Genomics England's Research Dataset the realigned sequence shall be owned by Genomics England but any algorithms, techniques and know-how developed by the Institution and used to realign the sequence shall belong to the Institution; and
 - (c) if the Institution uses the Genomics England Research Dataset to develop prognostic, predictive or descriptive analytics or algorithms, the algorithms, techniques, know-how and programming code shall belong to the Institution.
 - 6.2.2 Any Results, and any Intellectual Property Rights therein, that are generated by analysis or activity that is not for the Authorised Research Purposes (as applicable) or is otherwise carried out in breach of the provisions of this Agreement shall be owned by Genomics England.

- 6.3 Subject to the provisions of Clauses 6.2 and 6.6 to 6.11:
- 6.3.1 the Institution shall be entitled to sell, transfer and Use the Results which are released in accordance with Genomics England's Airlock Policy and the Intellectual Property Rights in such Results in any manner and for any purpose it sees fit;
 - 6.3.2 the Institution's use of the Results which are released in accordance with Genomics England's Airlock Policy shall not be subject to any restrictions;
 - 6.3.3 nothing in this Agreement grants Genomics England any right, title or interest in the Results; and
 - 6.3.4 the Institution shall not be restricted from using know-how it has developed through carrying out the Research Analysis for the Authorised Research Purposes.
- 6.4 Genomics England hereby grants to the Institution:
- 6.4.1 a worldwide, royalty-free, fully paid-up, non-exclusive, non-transferable licence to use Genomics England's IPR and Genomics England's Materials solely to the extent necessary for performing the Research Analysis in accordance with this Agreement; and
 - 6.4.2 a worldwide, royalty-free, fully paid-up, non-exclusive, transferable, sub-licensable, perpetual, irrevocable licence to use the Results (and the Intellectual Property Rights therein) owned by Genomics England pursuant to Clause 6.2.1 provided that such licence shall not include the right to use any Results (and the Intellectual Property Rights therein) that are owned by Genomics England pursuant to Clause 6.2.2.
- 6.5 Genomics England may from time to time request consent from the Institution to add to the Research Environment certain datasets that form part of the Results for use by users of the Research Environment. The Institution shall have absolute discretion as to whether or not to consent to such request.
- 6.6 The Institution hereby grants to Genomics England a worldwide, royalty-free, fully paid-up, non-exclusive, transferable, sub-licensable, perpetual, irrevocable, licence to use the Results (and all Intellectual Property Rights therein) for the purposes of:
- 6.6.1 where the Institution has consented to a dataset that forms part of the Results being included in the Research Environment pursuant to Clause 6.5, making such dataset available in the Research Environment for use by users of the Research Environment;
 - 6.6.2 research activities carried out by or on behalf of Genomics England;
 - 6.6.3 assisting in the diagnosis and/or treatment of patients and their family members whose data has been analysed by the Institution; and
 - 6.6.4 developing products and services for use by or on behalf of Genomics England to assist with the diagnosis and/or treatment of patients.
- 6.7 The Institution hereby grants to Genomics England a royalty-free, fully paid-up, non-exclusive, non-transferable, licence:
- 6.7.1 to Use and permit Third Parties to Use in the Research Environment: (i) the Open Access Institution Materials; and (ii) any Institution Materials which have not been deleted from the Research Environment in accordance with Clause 7.7; and
 - 6.7.2 to install, store, and operate and maintain the Restricted Access Institution Materials in the Research Environment solely to enable the Institution to Use the Restricted Access Institution Materials in the Research Environment.

- 6.8 Genomics England agrees and accepts that the Results and the Open Access Institution Materials are provided on a strictly "as is" basis without any representation, warranty, undertaking, guarantee or other commitment as to satisfactory quality or fitness for a particular purpose or use, or freedom from errors or bugs.
- 6.9 To the extent that any Results are not published or made available in the Research Environment by or on behalf of the Institution within a reasonable time after the Research Analysis has ended, the Institution shall upon Genomics England's request disclose to Genomics England all Results not previously published or made available in a format to be agreed in good faith by the Parties.
- 6.10 The Institution shall procure that no patent claiming an invention that arose wholly or partly out of the Research Analysis is asserted against Genomics England or any user of the Research Environment, in relation to any analysis, research and/or development carried out within the Research Environment.
- 6.11 If the Institution receives any revenue derived from the Commercialisation of any Results (and/or the Intellectual Property Rights in the Results), then after recouping from such revenue the Institution's reasonable costs reasonably incurred in relation to facilitating such Commercialisation (which may include patent and licensing costs), the Institution shall share a fair and reasonable proportion of that revenue with Genomics England having regard to the contribution made by the Research Environment and the use of Genomics England's Materials to the assets (including Intellectual Property Rights) from which the revenue is derived.

7. Institution Materials

- 7.1 The Institution shall not take any copy of any of Genomics England's Materials out of the Research Environment except in compliance with Genomics England's Airlock Policy.
- 7.2 If the Institution wishes to bring any Institution Material into the Research Environment, the Institution shall follow the procedure set out in Genomics England's Airlock Policy. Genomics England shall have absolute discretion as to whether or not to permit all or any Institution Materials to be brought into the Research Environment.
- 7.3 The Institution shall not bring any Institution Material into the Research Environment unless:
 - 7.3.1 the Institution has the right (including the right under any Intellectual Property Rights and under Data Protection Legislation applicable to that Institution Material) to bring the Institution Material into the Research Environment;
 - 7.3.2 if the Institution Material is brought in for use by the Institution only, that the Institution has the right (including the right under any Intellectual Property Rights and under Data Protection Legislation applicable to that Institution Material) to use the Institution Material in the Research Environment; and
 - 7.3.3 if the Institution Material is brought in for use by any users of the Research Environment, that the Institution has the right (including the right under any Intellectual Property Rights and under Data Protection Legislation applicable to that Institution Material) to permit use of the Institution Materials by users of the Research Environment in accordance with this Agreement.
- 7.4 All Institution Materials shall be regarded as Restricted Access Institution Materials except Open Access Institution Materials.
- 7.5 Genomics England shall have the right, at no charge to Genomics England, to make Open Access Institution Materials brought into the Research Environment available for use by all users of the Research Environment. Genomics England shall not make Restricted Access Institution Materials available for use by other users of the Research Environment.

7.6 Genomics England shall have the right to block access and/or delete any Institution Materials from the Research Environment at any time but if Genomics England does so, Genomics England shall promptly inform the Institution in writing that it has done so and give the reason for having done so.

7.7 No later than six (6) months (or such later time as may be agreed by both Parties acting reasonably) after completion of each Research Project, the Institution shall procure that the relevant Researcher shall delete from the Research Environment: (i) all Institution Materials which have been brought into the Research Environment for the purposes of such Research Project; and (ii) all Results arising from such Research Project, save for Results which have been added to the Research Environment pursuant to Clause 6.5. Genomics England shall have the right to delete without notice all such Institution Materials and Results from the Research Environment after such six (6) month or longer agreed period.

8. Fees and Other Charges

8.1 Genomics England reserves the right to apply charges to use of the Research Environment on no less than six (6) months' notice in writing to the Institution setting out the detail of such charges.

8.2 The Institution shall have the right to terminate this Agreement on receipt of the notice referred to in Clause 8.1 by notice in writing to Genomics England.

9. Confidentiality

9.1 Each Party shall, and shall procure that its Personnel shall, keep secret and confidential all Confidential Information disclosed to that Party by or on behalf of the other Party and, subject to Clause 9.4, shall not disclose such Confidential Information or any part thereof to any Third Party whatsoever.

9.2 The provisions of Clause 9.1 shall not apply to Confidential Information which:

9.2.1 the receiving Party can prove to have been in its lawful possession (other than under an obligation of confidence to another Party or to a Third Party) at the date of receipt without any obligations of confidentiality or restrictions on use prior to first receiving it from the disclosing Party;

9.2.2 is or subsequently enters the public domain through no improper conduct on the part of the receiving Party; or

9.2.3 the receiving Party can prove that it has independently developed, without use of the disclosing Party's Confidential Information.

9.3 The provisions of this Clause 9 shall remain in force:

9.3.1 without limit in time in respect of Confidential Information which comprises a Programme participant's Personal Data or which relates to national security; and

9.3.2 for all other Confidential Information for a period of three (3) years after termination of this Agreement unless otherwise agreed in writing by the Parties.

9.4 Subject to Clause 9.5, a Party that receives Confidential Information from the other Party shall have the right to disclose such Confidential Information:

9.4.1 to those of the Personnel of that Party who: (i) reasonably need to have access to such Confidential Information for the purposes of exercising its rights and/or fulfilling that Party's obligations under this Agreement; and (ii) are bound by appropriate confidentiality and non-use obligations and/or duties;

- 9.4.2 solely to the extent reasonably required to enable that Party to exercise its rights and/or fulfil its obligations under this Agreement provided that each recipient is bound to that Party by legally binding written obligations of confidentiality and non-use in respect of such Confidential Information; and
- 9.4.3 solely to the extent that the receiving Party is legally required to do so pursuant to an order of a court of competent jurisdiction or governmental authority provided that: (i) the receiving Party gives written notice promptly to the disclosing Party of such requirement; and (ii) the receiving Party shall use its best endeavours to limit such disclosure and to provide the disclosing Party with an opportunity to make representations to the relevant court or governmental authority.
- 9.5 The provisions of Clauses 9.4.1 and 9.4.2 shall not apply to Genomics England's Research Dataset.
- 9.6 The Institution shall comply with, and procure that its Researchers comply with, Genomics England's Publication Policy.

10. Data Protection

- 10.1 The Parties acknowledge that each Party is an independent Data Controller in relation to the Processing of Genomics England's Personal Data. The Parties acknowledge and accept that Genomics England's Research Dataset constitutes Personal Data notwithstanding that the data within it has been de-identified.
- 10.2 Genomics England shall ensure that it has all necessary notices and consents in place so that the Institution's access to Genomics England's Personal Data and the Institution's Research Analysis for the Authorised Research Purposes complies with Data Protection Legislation.
- 10.3 The Institution shall:
 - 10.3.1 Process Genomics England's Personal Data only for the Authorised Research Purposes;
 - 10.3.2 restrict access to Genomics England's Personal Data to Researchers, take reasonable steps to ensure the reliability of such staff, and ensure they are trained in and bound by obligations which reflect the requirements of this Clause 10 and appropriate obligations of confidentiality;
 - 10.3.3 subject to Clause 10.3.2, not disclose or allow access to Genomics England's Personal Data to any Third Party without Genomics England's prior written consent;
 - 10.3.4 ensure that the Institution has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Genomics England's Personal Data;
 - 10.3.5 promptly notify Genomics England if it receives:
 - (a) from a Participant (or a Third Party on their behalf): (i) a Data Subject Access Request (or purported Data Subject Access Request); (ii) a request to rectify, block or erase any Personal Data; or (iii) any other request, complaint or communication relating to Genomics England's obligations under the Data Protection Legislation;
 - (b) any communication from the Information Commissioner's Office or any other regulatory authority in connection with Genomics England's Personal Data; and/or

- (c) a request from any Third Party for disclosure of Genomics England's Personal Data where compliance with such request is required or purported to be required by Applicable Law;
- 10.3.6 provide Genomics England with reasonable cooperation and assistance (within the timescales reasonably required by Genomics England) in relation to any complaint, communication or request made as referred to in Clause 10.3.5, including by promptly providing:
 - (a) Genomics England with full details and copies of the complaint, communication or request;
 - (b) where applicable, such assistance as is reasonably requested by Genomics England to enable Genomics England to comply with the Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation; and
 - (c) Genomics England, on request by Genomics England, with any Personal Data the Institution holds in relation to a Participant;
- 10.3.7 not disclose or release any Genomics England's Personal Data in response to any complaint, communication or request made as referred to in Clause 10.3.5 without first consulting with Genomics England;
- 10.3.8 comply with the Data Protection Legislation in relation to Genomics England's Personal Data;
- 10.3.9 promptly: (i) notify Genomics England upon becoming aware of any actual or potential breach of the Data Protection Legislation and this Clause 10 in relation to Genomics England's Personal Data; (ii) forward any allegations and notices received by the Institution in relation to any such actual or potential breach; and (iii) if required, suspend the Processing of Genomics England's Personal Data until the non-compliance is remedied;
- 10.3.10 at the written direction of Genomics England, delete or return all Genomics England's Personal Data and copies thereof on termination of this Agreement; and
- 10.3.11 maintain complete and accurate Records sufficient to demonstrate the Institution's compliance with this Clause 10.
- 10.4 The Institution shall not re-identify, attempt to re-identify or assist or enable any Third Party to re-identify or attempt to re-identify any Participant from Genomics England's Research Dataset.
- 10.5 If the Institution or any Researchers do re-identify any Participant from Genomics England's Research Dataset or assist or enable any Third Party to re-identify any Participant, the Institution shall:
 - 10.5.1 immediately notify Genomics England that re-identification has occurred and promptly provide Genomics England with a report produced in good faith setting out the circumstances in which the re-identification has occurred;
 - 10.5.2 not and shall procure that Researchers do not contact or attempt to contact any re-identified Participant or the institutions or medical practitioners responsible for the medical care of the Participant as a consequence of the re-identification; and
 - 10.5.3 not and shall procure that the Researchers do not share the identity of that Participant with any Third Party.

- 10.6 As and when requested by Genomics England, the Institution shall promptly provide information to Genomics England about the laws and regulations in the countries where Genomics England's Personal Data will be Processed by or on behalf of the Institution, and shall cooperate with Genomics England as reasonably requested by Genomics England in ensuring compliance with applicable requirements for cross-border transfers of Genomics England's Personal Data as established by the Data Protection Legislation and/or any competent regulators from time to time, including implementing additional agreements, supplementary measures and/or additional safeguards with respect to Genomics England's Personal Data.

11. Data Security

- 11.1 If any of Genomics England's Material is corrupted, lost or sufficiently degraded as a result of Institution's negligence when carrying out the Research Analysis or the Institution's breach of this Agreement so as to be unusable, Genomics England shall have the right to charge the Institution for any reasonable expenses incurred in restoring or procuring the restoration of such Genomics England's Material provided that Genomics England shall not charge the Institution for any expenses that arise as a consequence of Genomics England having not complied with Genomics England's obligations under Genomics England's IT Security Policy.
- 11.2 Genomics England shall use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor (unless otherwise agreed in writing between the Parties) to check for Malicious Software in the Research Environment.
- 11.3 The Institution shall use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor (unless otherwise agreed in writing between the Parties) to check for Malicious Software in the Institution's Materials before they are brought into the Research Environment.
- 11.4 If Malicious Software is found to have been introduced into the Research Environment by the Institution, the Institution shall co-operate with Genomics England to reduce the effect of the Malicious Software and, if that Malicious Software causes loss of operational efficiency or loss or corruption of the Research Environment or any Genomics England's Materials, the Institution shall provide reasonable assistance to Genomics England to mitigate any Losses.

12. Freedom of Information

- 12.1 The Institution acknowledges that the Genomics England is subject to the requirements of the FOIA and the EIRs. The Institution shall:
- 12.1.1 provide all necessary assistance and cooperation as reasonably requested by Genomics England to enable Genomics England to comply with its obligations under the FOIA and EIRs; and
- 12.1.2 transfer to Genomics England all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within two (2) Working Days of receipt.
- 12.2 The Institution acknowledges and agrees that Genomics England shall be responsible for determining in Genomics England's absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and EIRs.
- 12.3 If Genomics England determines that it will disclose information in response to a Request for Information relating to this Agreement, Genomics England shall notify the Institution in writing of the intended disclosure, giving at least four (4) Working Days' notice of the intended disclosure.
- 12.4 If the Institution is subject to the requirements of the FOIA, the EIRs and/or any equivalent requirements under the laws of the country or state in which the Institution is situated, then

Clauses 12.1 to 12.3 (inclusive) shall apply mutatis mutandis in relation to the Institution's obligations in respect of such requirements.

13. Records and Audit

13.1 Genomics England shall have the right to conduct an audit of the Records held by the Institution either by itself or through its agents where:

13.1.1 an audit is imposed on Genomics England by a regulatory or governmental body; and/or

13.1.2 Genomics England has reasonable grounds for believing that the Institution has not complied with its obligations under this Agreement.

13.2 Genomics England shall during each such audit comply with the reasonable security, sites, systems and facilities operating procedures of the Institution that are relevant and use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Institution.

13.3 Genomics England shall procure that its representatives and agents that conduct such audit shall be bound by appropriate confidentiality obligations to keep the Confidential Information of the Institution secret.

13.4 The Institution shall promptly on request provide Genomics England with all reasonable co-operation and assistance in relation to each audit.

13.5 Genomics England shall provide at least fifteen (15) Working Days' notice of its intention to conduct an audit and conduct such audit during the Institution's ordinary business hours.

13.6 The Parties shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 13, unless the audit identifies a material breach of this Agreement by the Institution in which case the Institution shall reimburse Genomics England for Genomics England's reasonable costs incurred in connection with the audit.

14. Transition from the Genomics England Clinical Interpretation Partnership to the Research Network

14.1 This Agreement shall govern and apply to all Research Projects. If the Parties are party to a GECIP Participation Agreement, that GECIP Participation Agreement shall govern and apply to any research that was carried out under that GECIP Participation Agreement and that GECIP Participation Agreement shall continue to govern and apply to any ongoing research being carried out under that GECIP Participation Agreement.

14.2 If the Parties are party to a GECIP Participation Agreement that is in force as at the Commencement Date and:

14.2.1 there is no ongoing research being carried out under the GECIP Participation Agreement, then: (i) the Parties hereby terminate the GECIP Participation Agreement by mutual consent with effect from the Commencement Date; and (ii) the provisions stated in the GECIP Participation Agreement as surviving termination shall continue in full force and effect notwithstanding such termination;

14.2.2 there is ongoing research being carried out under the GECIP Participation Agreement in the Research Environment, then the GECIP Participation Agreement shall continue in force until the earlier of:

(a) the date on which the GECIP Participation Agreement is terminated in accordance with its provisions; and

- (b) the date on which the ongoing research is completed or otherwise ceases, in which case: (i) the GECIP Participation Agreement shall be deemed to have been terminated by mutual consent with effect from such date; and (ii) the provisions stated in the GECIP Participation Agreement as surviving termination shall continue in full force and effect notwithstanding such termination.

15. Amendment of this Agreement

- 15.1 If Genomics England wishes to modify this Agreement, Genomics England shall notify the Institution in writing of the proposed modifications and unless the Institution objects within ninety (90) days, the Institution shall be deemed to have accepted and be bound by such modifications and this Agreement shall be deemed to have been modified as specified in the notice at the end of such ninety (90) day period.
- 15.2 If the Institution informs Genomics England within ninety (90) days of Genomics England's notice under Clause 15.1 that the Institution objects to all or any of the modifications, the Institution shall be entitled to terminate this Agreement in accordance with Clause 17.1. If the Institution gives notice of termination under Clause 17.1 within ninety (90) days of Genomics England's notice under Clause 15.1, then the modifications shall be deemed not to have taken effect.

16. Limitation of Liability

- 16.1 Nothing in this Agreement shall exclude or limit either Party's liability in respect of any liability that cannot be excluded or limited pursuant to Applicable Law including the following liabilities, to the extent that they cannot be excluded or limited by law:
 - 16.1.1 death or personal injury caused by negligence; and
 - 16.1.2 fraud or fraudulent misrepresentation.
- 16.2 Subject to Clause 16.1, except in a case of breach of the provisions of Clauses 9, 10 and/or 11, neither Party shall be liable to the other Party in contract, tort (including negligence), misrepresentation, for breach of any duty (including any statutory duty or any strict liability) or otherwise under or in connection with the Agreement for any:
 - 16.2.1 indirect or consequential loss or damage; or
 - 16.2.2 loss of profits or loss of revenue (in each case, whether direct or indirect).
- 16.3 Subject to Clause 16.1, Genomics England does not accept any liability or responsibility for any use which may be made by the Institution or any Researcher of any of the Results, nor for any reliance which may be placed by the Institution or any Researcher on any of Results, including in respect of the treatment or provision of healthcare services to any person.
- 16.4 Subject to Clauses 16.1 and 16.5, the maximum aggregate liability of either Party under or in connection with this Agreement (including in contract, tort (including negligence), misrepresentation, for breach of duty (including statutory duty or any strict liability) or otherwise) shall be fifty thousand pounds sterling £50,000).
- 16.5 The limitations, exclusions and caps on liability set out in Clauses 16.2 and 16.4 shall not apply to claims for the payments due under the provisions of this Agreement including any claims in respect of any charges which become due pursuant to Clause 8.

17. Termination and Consequences of Termination

- 17.1 The Institution shall have the right to terminate this Agreement for convenience at any time by giving Genomics England not less than thirty (30) Working Days' notice of termination.
- 17.2 Genomics England shall have the right to terminate this Agreement:
- 17.2.1 for convenience by giving the Institution not less than thirty (30) Working Days' notice of termination; or
- 17.2.2 immediately by giving the Institution notice of termination in writing if the UK Government or NHS England determines that the Institution or institutions in the country where the Institution is situated should no longer have access to the Research Environment or to some or all of Genomics England's Materials within the Research Environment.
- 17.3 Notwithstanding the provisions of Clauses 17.2.2 or 17.6, the Institution's rights of access pursuant to this Agreement to any medical or health data obtained by Genomics England from NHS England (or NHS England's successor) shall terminate automatically and without notice on the expiry or termination of the applicable data sharing agreement between NHS England (or NHS England's successor) and Genomics England.
- 17.4 Each Party shall have the right to terminate this Agreement forthwith upon written notice of termination to the other Party: (i) if the other Party materially breaches any provision of this Agreement and such breach is not capable of remedy; and (ii) if the other Party materially breaches any provision of this Agreement and the breach is capable of remedy but the other Party fails to remedy such breach within thirty (30) Working Days after being notified by the innocent Party of such breach.
- 17.5 Upon any termination of this Agreement:
- 17.5.1 the Institution's and Researchers' rights of access to the Research Environment pursuant to this Agreement shall cease;
- 17.5.2 the Institution shall delete from the Research Environment:
- (a) all Institution Materials which have been brought into the Research Environment; and
- (b) all Results, save for: (i) Results which have been added to the Research Environment pursuant to Clause 6.5; and (ii) Results owned by Genomics England pursuant to Clause 6.2.2.
- 17.5.3 Genomics England shall have the right to delete without notice all Institution Materials and Results from the Research Environment if the Institution fails to delete the Institution Materials and Results in accordance with Clause 17.5.2;
- 17.5.4 each Party shall cease to use the other Party's Confidential Information and Intellectual Property Rights and shall promptly return or destroy (at the discretion of the other Party but subject to Genomics England's Airlock Policy) any copies of the other Party's Confidential Information held by that Party except to the extent necessary for the Party to exercise the rights granted to it in this Agreement which continue in force; and
- 17.5.5 subject to Clause 16.1, neither Party shall have any liability to the other for any loss of profit, loss of contracts or other Losses and/or expenses arising out of or in connection with such termination.

- 17.6 In addition to the rights of termination set out in Clauses 17.2, 17.4 and 5.8, Genomics England shall have the right to suspend the access by the Institution (and one or more Researchers) to the Research Environment or some or all of Genomics England's Materials within the Research Environment with immediate effect and without incurring any liability to the Institution if in the reasonable opinion of Genomics England:
- 17.6.1 the Institution may be in breach of any of the Institution's obligations under Clauses 5.3, 5.4, 9, 10 and 11;
- 17.6.2 the Institution may have materially breached any of the Institution's other obligations under this Agreement; and/or
- 17.6.3 Clause 17.2.2 or 17.3 applies.
- 17.7 If Genomics England suspends the Institution's access pursuant to Clause 17.6, Genomics England shall restore such access if such breach or material breach is found not to have occurred or has been adequately remedied by the Institution.
- 17.8 Termination of this Agreement shall be without prejudice to any right or remedy a Party may have that arises out of any breach of this Agreement.
- 17.9 Any provision of this Agreement which expressly or by implication is intended to survive termination, shall survive termination including Clauses 1, 6, 7, 8 (to the extent that any fees payable hereunder remain unpaid as of the date of termination of the Agreement), 9, 10, 11.1, 11.4, 12, 13, 16, 17.5, 17.8, 17.9, 17.10, 18, 19, 20 and 21.
- 17.10 Subject to Clause 17.8, if this Agreement is lawfully terminated, no compensation or other sum shall be payable in respect of such lawful termination.
- 18. General**
- 18.1 In this Agreement:
- 18.1.1 any phrase introduced by the terms "including", "include" and "in particular" or any similar expression shall be construed as illustrative only and shall not limit the sense of the words preceding these terms;
- 18.1.2 the headings are for convenience only and shall not affect the interpretation of this Agreement;
- 18.1.3 the meaning given to defined terms in this Agreement shall also apply to their grammatical variants provided that the initial letter is capitalised; and
- 18.1.4 a reference to the Institution (or a Party where that Party is the Institution) shall be deemed to include the Institution and the Researchers.
- 18.2 The Institution shall procure that the Researchers comply with the applicable provisions of this Agreement as if the Researchers were party to this Agreement in place of the Institution. The Institution shall be fully liable to Genomics England for any act or omission of the Researchers in relation to this Agreement as if it were an act or omission of the Institution.
- 18.3 Except as expressly stated in this Agreement, all warranties, representation, terms and conditions, whether express or implied by statute, common law or otherwise, are excluded to the fullest extent permitted by law.
- 18.4 No Party shall without the prior written consent of the other Party assign or otherwise deal with this Agreement or any rights and obligations under this Agreement, such consent not to be unreasonably withheld or delayed.

- 18.5 Subject to Clause 15, no variation, modification, amendment, extension or release from any provision of this Agreement shall be effective unless it is in writing and signed by the duly authorised representatives of both Parties.
- 18.6 This Agreement represents the entire agreement and understanding of the Parties in relation to the subject matter of this Agreement and, subject to the provisions of Clause 14, supersedes any previous agreement between the Parties with respect thereto.
- 18.7 No provision of this Agreement shall be deemed to constitute a partnership or agency relationship between the Parties and none of the Parties shall have any authority to bind another Party in any way, except as provided in this Agreement.
- 18.8 No provision of this Agreement shall operate to exclude any provision implied into this Agreement by English law and which may not be excluded by English law.
- 18.9 If any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable then the remaining provisions of this Agreement shall continue in full force and effect. The judicial or other competent authority making such determination shall have the power to limit, construe or reduce the duration, scope, activity and/or area of such provision, and/or delete specific words or phrases as necessary to render, such provision enforceable.
- 18.10 Failure or delay by either Party to exercise any right or remedy under this Agreement shall not be deemed to be a waiver of that right or remedy, or prevent it from exercising that or any other right or remedy on that occasion or on any other occasion.
- 18.11 Except as otherwise stated in this Agreement and subject to the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed, each of the Parties shall have the right to subcontract all or any of its obligations under this Agreement to any Third Party, provided that the Party subcontracting its obligations shall:
- 18.11.1 remain fully responsible to the other Party for the proper performance of those obligations; and
- 18.11.2 be liable to the other Party for any negligent act or omission made by the Third Party or its staff in relation thereto.
- 18.12 No provision of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a Third Party.
- 18.13 To the extent that there is an inconsistency between the main body of this Research Network Access Agreement (Academic), the attached Schedule, Genomics England's Airlock Policy, Genomics England's IT Security Policy and Genomics England's Publication Policy, such inconsistency shall be resolved according to the following order of priority with the first in the following list having the highest priority and rest of the list in descending order of priority: the main body of this Research Network Access Agreement (Academic), the attached Schedule, Genomics England's Airlock Policy, Genomics England's IT Security Policy and Genomics England's Publication Policy.

19. Notices

- 19.1 Any notice given under this Agreement shall be in writing in English and shall be sent by email to the relevant Party's email address for notices set out in the Schedule and confirmed by pre-paid first class post for post within the United Kingdom or otherwise by courier, to the principal office or registered office of the recipient and marked for the attention of the person or job title listed in the Schedule.
- 19.2 Any notice given under Clause 19.1 shall be deemed to have been received on the next Working Day after the day on which the notice was sent.

- 19.3 Any written notice sent by a Party that is actually received by a manager or administrator at the other Party who is involved in or responsible for the administration of contracts at the other Party, shall be deemed to have been properly given and received by that Party irrespective of whether or not the delivery requirements of this Clause 19 have been complied with.

20. Dispute Resolution

- 20.1 Any dispute which may arise concerning the construction, meaning or effect of this Agreement or concerning the rights and liabilities of the Parties hereunder or any other matter arising out of or in connection with this Agreement shall first be submitted for resolution by the Chief Scientific Officer on behalf of Genomics England and the primary Membership Secretary designated in the Schedule on behalf of the Institution, who may call on others to advise them as they see fit.
- 20.2 If the persons referred to in Clause 20.1 fail to resolve the dispute within twenty (20) Working Days the Parties agree to submit the dispute for resolution by the Chief Executive Officer or equivalent of each Party who may call upon other individuals to advise them as they see fit.
- 20.3 If the Chief Executive Officers fail to resolve the dispute within twenty (20) Working Days, the Parties shall attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR. To initiate the mediation, either Party can submit a notice in writing ("**ADR notice**") to the other Party requesting mediation. The requesting Party shall send a copy of the request to CEDR. The mediation will commence no later than ten (10) Working Days after the date of the ADR notice. Each Party shall bear its own costs in relation to any mediation. If the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives.
- 20.4 Failing agreement, either Party may invite the mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Agreement without the prior written consent of both Parties.
- 20.5 If the Parties fail to reach agreement in the negotiations conducted under the guidance of the mediator in accordance with Clause 20.3, within sixty (60) Working Days of the mediator being appointed (or such longer period as may be agreed by the Parties), then either Party may refer the dispute to the courts.

21. Law, Jurisdiction and Execution

- 21.1 English law shall govern this Agreement including its formation, validity, construction, performance and any non-contractual causes of action arising out of or in connection with this Agreement. Subject to Clause 20, the Parties submit irrevocably to the exclusive jurisdiction of the English courts in respect of any disputes arising out of or in connection with this Agreement or its subject matter or formation (including non- contractual disputes or claims).
- 21.2 This Agreement may be executed in any one or more counterpart agreements each of which, when executed, shall be deemed to form part of and together constitute this Agreement. A signed copy of this Agreement, including if signed by DocuSign or any other valid electronic signature, delivered by e-mailed portable document format file or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Schedule

Option for Deemed Approval of Approved Persons

Under Clause 4.12, the Institution has the option to agree that where a Research Network applicant provides an email address that uses the Institution's email domain name as specified below, then Genomics England can regard such applicant as an Approved Person without requiring further confirmation from the Institution.

The Institution **rejects** deemed approval of Research Network applicants.

Membership Secretary details

Primary Membership Secretary:

Name: Michele Bava, ICT Director

Email: michele.bava@units.it

Secondary Membership Secretary (optional):

Name: Giulio Caravagna

Email: gcaravagna@units.it

Email addresses for notices

Genomics England: **research-network@genomicsengland.co.uk** (marked for the attention of the Research Management Team)

Institution: **geengland.ts@units.it** (marked for the attention of Michele Bava, ICT Director)

AGREED by the Parties through their duly authorised representatives:-

For and on behalf of Genomics England Limited	
Authorised Signatory:	DocuSigned by: <i>Nick Maltby</i> 1FBE8F1D1B394AC...
Print Name:	Nick Maltby
Job Title:	General Counsel
Date:	25 November 2025

For and on behalf of Università degli Studi di Trieste (University of Trieste)	
Authorised Signatory:	Firmato da: <i>Donata Vianelli</i> AA0713E644FA4F1...
Print Name:	Donata Vianelli
Job Title:	Rector
Date:	25 novembre 2025