

DATED

(1) Genomics England Limited

AND

(2) [*name of employer or education provider*]

GeCIP Participation Agreement

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THIS AGREEMENT DATED

BETWEEN:

- (1) **Genomics England Limited (“Genomics England”)**, a company incorporated under the laws of England with company registration number 08493132 and whose principal offices are at Dawson Hall, Queen Mary University of London, Charterhouse Square, London, EC1M 6BQ; and
- (2) _____ *[Full legal name of Institution]* of
 _____ *[Insert address]*.

BACKGROUND:

- (A) In 2012, Genomics England, a company wholly funded and owned by the Department of Health and Social Care, was tasked to deliver the 100,000 Genomes Project. Genomics England has now completed the sequencing of 100,000 whole genomes and is continuing to support the Department of Health and Social Care in delivering the Genomic Medicine Service for NHS patients.
- (B) The Genomics England Clinical Interpretation Partnership has been established to give researchers, clinicians and students the opportunity to interpret and analyse specific genome sequence datasets within Genomic England’s database of whole genome sequences.
- (C) Certain employees and students of the Institution may wish to participate in the Genomics England Clinical Interpretation Partnership in order to carry out research and analysis of genome sequence datasets using Genomic England’s database of whole genome sequences. This Agreement sets out the basis upon which the Institution agrees to the participation of its employees and students in the Genomics England Clinical Interpretation Partnership.

THE PARTIES AGREE AS FOLLOWS:

1. Definitions

In this Agreement, the terms “personal data”, “process” and “data controller”, shall have the meanings set out in the Data Protection Legislation and the following words shall have the meanings given to them below:

- | | | |
|-----|-----------------|---|
| 1.1 | Approved Person | An Employee or a Student approved by the Institution to participate in the GeCIP or, if the Institution has opted for deemed approval pursuant to Clause 4.12, an Employee or a Student that registers to participate in the GeCIP using an email address that uses the Institution’s email domain name as specified in the Schedule; |
| 1.2 | Business Day | a day other than a Saturday, Sunday, bank or other public holiday in England; |

- 1.3 Commencement Date the date written at the start of this Agreement;
- 1.4 Commercialise any use other than for non-commercial, academic research and “Commercialisation” shall be construed accordingly;
- 1.5 Confidential Information means any written or oral information, know-how and/or data which in each case: (a) is not in the public domain; (b) is disclosed by one Party to the other Party pursuant to this Agreement on or after the Commencement Date; and (c) where recorded in a document, is clearly and legibly marked as “Confidential” or which the disclosing Party notifies the receiving Party in writing is confidential at the point of disclosure;
- 1.6 Data Protection Legislation all applicable laws concerning the protection of natural persons with regard to the processing of their personal data including the EU General Data Protection Regulation (2016/679) and the UK Data Protection Act 2018, and all related subordinate legislation;
- 1.7 EIR the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;
- 1.8 Employee employee of the Institution and includes for the avoidance of doubt a holder of an honorary contract with the Institution and “employ” shall be construed accordingly;
- 1.9 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 or relevant government department in relation to such legislation;
- 1.10 GeCIP the Genomics England Clinical Interpretation Partnership under which researchers and clinicians are given access to the Genomics England Research Environment;

1.11 GeCIP Board	the body established pursuant to Rule 5 of the GeCIP Rules;
1.12 GeCIP Domains	groups of GeCIP researchers and clinicians tasked with conducting research or analysis in relation to particular diseases, particular functions or other areas of interest;
1.13 GeCIP Domain IPRs	any and all Intellectual Property Rights that subsist in, claim and/or cover the GeCIP Domain Results;
1.14 GeCIP Domain Results	all data, results, documentation, works, files, information, know-how, inventions, concepts, products, techniques, processes and/or discoveries that are created, developed, devised, conceived and/or reduced to practice in the course of carrying out activities in Institution GeCIP Domains;
1.15 GeCIP Institution	any institution which employs individuals and or has students who are members of the GeCIP and which has entered into a GeCIP participation agreement with Genomics England;
1.16 GeCIP Research Portal	Genomics England's online system to enable an organisation's GeCIP membership secretaries to manage and review the organisation's personnel who have access to the Genomics England Research Environment.
1.17 GeCIP Rules	the rules that govern membership of GeCIP;
1.18 GeCIP Rules Agreement	an agreement between an Approved Person and Genomics England under which the Approved Person agrees to comply with the GeCIP Rules;
1.19 GeCIP Team	the team at Genomics England responsible for managing and coordinating GeCIP processes, policy and research;
1.20 Genomics England IP Policy	the policy named as such and made available on the Genomics England website as amended by Genomics England from time to time in accordance with the GeCIP Rules and this Agreement;
1.21 Genomics England Research Environment	Genomics England's IT systems 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 and clinical data;
1.22 Institution GeCIP Domain	any GeCIP Domain in which Institution GeCIP Members participate;
1.23 Institution GeCIP Member	an Approved Person that is a member of the GeCIP and has entered or will enter into a membership agreement by signing the GeCIP Rules Agreement;
1.24 Institution GeCIP Members' Personal Data	all personal data relating to Institution GeCIP Members;
1.25 Intellectual Property	patents, any extensions of the exclusivity granted in connection with patents, petty patents, utility models, registered designs, applications for any of the foregoing (including, but not limited to, 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;
1.26 Membership Secretaries	the employee(s) of the Institution designated by the Institution as being responsible for managing the Approved Persons; details of the Membership Secretaries as at the Commencement Date are set out in the Schedule;
1.27 Party	Genomics England or the Institution and "Parties" means both Genomics England and the Institution;
1.28 Programmes	the 100,000 Genomes Project and any other Department of Health and Social Care genomic initiatives designated by Genomics England as being within the scope of GeCIP;
1.29 Request for Information	has the meaning set out in the FOIA or the EIR, as relevant;
1.30 Student	a student of the Institution; and
1.31 Third Party	any entity other than the Parties.

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 12.

3. GeCIP Membership

- 3.1 If an Employee or a Student wishes to become an Institution GeCIP Member, they must apply to the GeCIP via the Genomics England website.
- 3.2 The Institution hereby consents to the participation of Approved Persons in the GeCIP.
- 3.3 The Institution acknowledges and accepts that Institution GeCIP Members will be bound by the GeCIP Rules and accordingly all GeCIP Domain Results and GeCIP Domain IPRs shall, subject to Clause 6.1, belong to Genomics England.
- 3.4 The Institution shall not do anything that would cause Institution GeCIP Members to breach the GeCIP Rules.
- 3.5 Save unless Genomics England and the Institution have entered a separate written agreement setting out alternative terms governing the ownership of specific GeCIP Domain Results and GeCIP Domain IPRs, to the extent, notwithstanding the GeCIP Rules, that any GeCIP Domain Results or GeCIP Domain IPRs are owned by the Institution, the Institution shall, hold such GeCIP Domain Results and GeCIP Domain IPRs on trust for the sole benefit of Genomics England and, as and when requested by Genomics England, assign to Genomics England, free of charge and without any conditions, all right, title and interest that the Institution may hold in such GeCIP Domain Results and GeCIP Domain IPRs.
- 3.6 Nothing in this Agreement shall assign or purport to assign any Intellectual Property which is: (i) owned by the Institution prior to the date of this Agreement; and/or (ii) which is developed outside the GeCIP and not in the Genomics England Research Environment
- 3.7 The Institution undertakes that each individual who is identified on the GeCIP Research Portal as being affiliated with the Institution will be an Employee or Student.
- 3.8 The Institution shall be liable for the acts and omissions of all Approved Persons in relation to the GeCIP and/or the Genomics England Research Environment as if such acts and omissions were the Institution's own.

4. Membership Secretaries

- 4.1 The Institution shall designate one (1) or two (2) Membership Secretaries to perform the responsibilities outlined in this Clause 4.
- 4.2 The Institution shall procure that the Membership Secretaries fulfil the duties set out in Clauses 4.7 to 4.11 (inclusive) below.

- 4.3 The Institution undertakes that the designated Membership Secretaries have the authority to make decisions on behalf of the Institution pertaining to the involvement of Institution personnel in the GeCIP.
- 4.4 The Institution shall not appoint more than two (2) Membership Secretaries at any one time.
- 4.5 When there are two Membership Secretaries, they shall both have equal authority in carrying out the responsibilities outlined in this Clause 4.
- 4.6 The Institution shall promptly designate a new Membership Secretary by way of written notice to Genomics England if an existing Membership Secretary ceases to be an Employee or for any reason is no longer willing or able to carry out the role of a Membership Secretary.
- 4.7 The Membership Secretaries shall manage Institution GeCIP Members via the GeCIP Research Portal which Genomics England shall make accessible to the Membership Secretaries.
- 4.8 The Membership Secretaries are responsible for ensuring that all applicants to become Approved Persons are either Employees or Students and for confirming the Institution is happy for the applicants to become Institution GeCIP Members.
- 4.9 The Membership Secretaries shall on a weekly basis review via the GeCIP Research Portal the list of new applicants from the preceding week that applied to be Institution GeCIP Members to ensure each applicant is an Employee or Student.
- 4.10 The Membership Secretaries shall on a bimonthly basis review via the GeCIP Research Portal the list of Institution GeCIP Members to ensure each person on the list is an Employee or Student.
- 4.11 The Membership Secretaries shall inform the GeCIP Team promptly in writing whenever an Approved Person ceases to be a Student or an Employee or if the Institution for any reason wishes to revoke a person's Approved Person status. Genomics England shall suspend the person's membership of GeCIP within five (5) Business Days of such notice being received.
- 4.12 If the Institution has opted for deemed approval in the Schedule or subsequently notifies Genomics England in writing that it wishes to opt for deemed approval, then any person who applies to Genomics England to become an Institution GeCIP Member 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.
- 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 Secretaries via the GeCIP Research Portal of any person who applies to Genomics England to become an Institution GeCIP Member who claims to be an Employee or a Student. Each such individual shall become an Approved Person only once the Membership Secretaries have approved their application via the GeCIP Research Portal.

5. Funding of GeCIP Research

- 5.1 Genomics England will provide the GeCIP Domains with controlled access to relevant de-identified clinical data and whole genome sequence data generated by the Programmes. It is intended that the members of each GeCIP Domain will formulate a detailed research plan and generate funds to cover all or part of the costs of: (i) research, development or other activities to be carried out by the GeCIP and/or (ii) facilities, materials and/or services used in such research, development or other activities.
- 5.2 Genomics England may require GeCIP Domains to include elements in these applications to cover costs that are not already funded but will incurred by Genomics England in support of the activity of a GeCIP Domain.
- 5.3 Genomics England shall advise the Institution in writing of any research applications received from or on behalf of its Institution GeCIP Members or any determination made by Genomics England in relation to the scenario a research application falls within as set out in the GeCIP IP Policy.
- 5.4 From time to time Genomics England may decide that it is in the best interest of the Programmes for Genomics England to apply itself for funds to perform a specific task. Genomics England reserves the right to do this and to involve any collaborators or co-applicants Genomics England may choose with the consent of the collaborators.

6. Use of GeCIP Domain Results

- 6.1 This Clause 6 is subject to the terms of any separate written agreements entered into between Genomics England and the Institution setting out alternative terms governing the ownership and use of specific GeCIP Domain Results and GeCIP Domain IPRs and to any determination made by Genomics England pursuant to the Genomics England IP Policy. Genomics England shall observe and apply the Genomics England IP Policy in administering the application of this Clause 6.
- 6.2 Genomics England grants the Institution a non-exclusive, non-assignable licence to use the GeCIP Domain Results and the GeCIP Domain IPRs for the sole purpose of undertaking non-commercial academic research. The Institution shall not sub-licence use of the GeCIP Domain Results and/or GeCIP Domain IPRs or otherwise permit any Third Party to use them for any purpose (including but not limited to conducting commercially sponsored research or for the purpose of collaborating with or carrying out research on behalf of any commercial entity) without the prior written consent of Genomics England provided that the Institution shall have the right to grant sub-licences to academic institutions for the sole purpose of enabling the Institution to collaborate with such academic institutions to undertake non-commercial academic research. If the Institution grants any such sub-licence to an academic institution, the Institution shall promptly notify Genomics England with the name of the academic institution and a brief description of the proposed research project. The Institution shall not, without the prior written consent of Genomics England, authorise such

- academic institution to further sub-licence the GeCIP Domain Results and/or GeCIP Domain IPRs.
- 6.3 If the Institution wishes to Commercialise any GeCIP Domain Results and/or any GeCIP Domain IPRs, the Institution shall notify Genomics England specifying:
- 6.3.1 the GeCIP Domain Results and the GeCIP Domain IPRs that the Institution wishes to Exploit;
 - 6.3.2 the nature, aim and scope of the proposed Commercialisation;
 - 6.3.3 the names of any proposed collaborators or participants in the Commercialisation; and
 - 6.3.4 the source of funding for the Commercialisation.
- 6.4 Following receipt of the notification pursuant to the provisions of Clause 6.3 and subject to any Third Party rights in respect of the GeCIP Domain Results and the GeCIP Domain IPRs concerned, the Parties shall negotiate in good faith a fair and reasonable licence for the Commercialisation of the GeCIP Domain Results and the GeCIP Domain IPRs concerned. If the Institution wishes to obtain an exclusive licence and Genomics England agrees to negotiate an exclusive licence then the provisions of Clauses 6.6 and 6.7 shall apply.
- 6.5 If the Institution wishes to obtain an assignment of any of the GeCIP Domain Results and/or the GeCIP Domain IPRs and Genomics England agrees to negotiate the assignment of such GeCIP Domain Results and/or the GeCIP Domain IPRs to the Institution, the provisions of Clauses 6.6 shall apply.
- 6.6 If the Institution wishes to obtain an exclusive licence or assignment of any GeCIP Domain Results and/or GeCIP Domain IPRs and Genomics England agrees to negotiate such exclusive licence or assignment, then before granting any such exclusive licence or making such assignment:
- 6.6.1 Genomics England shall notify each of the other GeCIP Institutions whose GeCIP members participate in the relevant GeCIP Domain;
 - 6.6.2 each GeCIP Institution notified pursuant to Clause 6.6.1 may make an alternative proposal to Genomics England for the Commercialisation of the relevant GeCIP Domain Results and GeCIP Domain IPRs (such as exclusive licensing to such other GeCIP institution instead, non-exclusive licensing and/or publication of the relevant GeCIP Domain Results) within twenty (20) Business Days of receiving notice from Genomics England;
 - 6.6.3 if Genomics England receives notice of any alternative proposals pursuant to and in accordance with Clause 6.6.2, Genomics England shall give reasonable consideration to each such alternative proposal provided that Genomics England shall be entitled to make the final decision as to which proposal (if any) is accepted.
- 6.7 Genomics England shall notify the Institution of any proposal received from another GeCIP Institution for the grant of an exclusive licence or assignment of any GeCIP Domain Results and/or GeCIP Domain IPRs. The Institution may make an alternative

proposal to Genomics England for the Commercialisation of the relevant GeCIP Domain Results and GeCIP Domain IPRs (such as exclusive licensing to the Institution instead, non-exclusive licensing and/or publication of the relevant GeCIP Domain Results). Any such alternative proposal shall be notified by the Institution to Genomics England in writing within twenty (20) Business Days of receipt by the Institution of the relevant notification from Genomics England. Genomics England shall give reasonable consideration to any such alternative proposal notified to it by the Institution in accordance with this Clause 6.7 provided that Genomics England shall be entitled to make the final decision as to which proposal (if any) is accepted

- 6.8 During the period the Parties are negotiating the licence referred to in Clause 6.4, Genomics England shall not grant a licence to any Third Party in respect of the GeCIP Domain Results and the GeCIP Domain IPRs concerned that would conflict with the licence being negotiated with the Institution provided that Genomics England shall be free to:
- 6.8.1 grant any licence to any Third Party in respect of the GeCIP Domain Results and/or any GeCIP Domain IPRs concerned if no licence agreement in respect of the GeCIP Domain Results and/or any GeCIP Domain IPRs concerned has been executed by the Parties within six (6) months of the date of the notification submitted by the Institution pursuant to Clause 6.3; and
 - 6.8.2 grant a licence to any Third Party for the sole purpose of undertaking non-commercial academic research.
- 6.9 If Genomics England receives any revenue derived from Commercialisation of any GeCIP Domain Results and/or any GeCIP Domain IPRs created and developed in whole or in part by Institution GeCIP Members, then after recouping from such revenue Genomics England's costs in relation to facilitating such Commercialisation (which may include without limitation patent and licensing costs but which, for clarity, would not include Genomics England's entire cost of setting up the GeCIP) Genomics England shall share that revenue on a fair and reasonable basis with the Institution and any medical funding charities that have funded the work (either directly or indirectly via the Institution).

7. Confidentiality

- 7.1 The GeCIP Domain IPRs and the GeCIP Domain Results shall be deemed to be the Confidential Information of Genomics England and Genomics England shall be deemed to be the disclosing Party with respect to the GeCIP Domain IPRs and the GeCIP Domain Results.
- 7.2 Each Party receiving Confidential Information undertakes to the disclosing Party that it shall keep, and shall procure that its respective directors and employees to whom Confidential Information is disclosed pursuant to Clause 7.2 shall keep secret and confidential the Confidential Information and shall not disclose the same or any part of the same to any person whatsoever other than to its directors, employees, students, subcontractors or agents directly or indirectly and necessarily concerned in the performance of the Programmes.

- 7.3 The provisions of Clause 7.2 shall not apply to Confidential Information which:
- 7.3.1 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;
 - 7.3.2 is or subsequently enters the public domain through no improper conduct on the part of the receiving Party; or
 - 7.3.3 the receiving Party can prove that it has independently developed; or
 - 7.3.4 the receiving Party is legally obliged to disclose pursuant to an order of a court of competent jurisdiction or governmental authority provided that the receiving Party shall use its reasonable endeavours to limit such disclosure and to provide the disclosing Party with an opportunity to make representations to the relevant court or governmental authority; or
 - 7.3.5 is shared with other members of GeCIP with whom the Institution GeCIP Members are in collaboration with.
- 7.4 The provisions of this Clause 7 shall remain in force:
- 7.4.1 without limit in time in respect of Confidential Information which comprises a Programme participant's personal data or which relates to national security; and
 - 7.4.2 for all other Confidential Information for a period of three (3) years after the expiry or earlier termination of this Agreement unless otherwise agreed in writing by the Parties.
- 7.5 The Institution shall not, without the prior written consent of Genomics England, make any presentations or written publications that refer to data, information and/or results that arise or result from activities with respect to GeCIP that are carried out by the GeCIP members, including any information forming part of the GeCIP Domain IPRs and/or GeCIP Domain Results except where such data, information and/or results have previously been published with the consent of Genomics England.

8. Data Protection

- 8.1 The Parties acknowledge that each Party is an independent data controller in relation to the processing of Institution GeCIP Members' Personal Data.
- 8.2 The Institution shall ensure that it has all necessary notices and consents in place to enable lawful disclosure of the Institution GeCIP Members' Personal Data to Genomics England for the purposes of Genomics England administering access of the Institution GeCIP Members to the Genomics England Research Environment, in accordance with this Agreement, including by providing all such Institution GeCIP Members with notice of the Genomics England Privacy Notice prior to any disclosure of their personal data to Genomics England.

9. Freedom of Information

- 9.1 Each Party acknowledges that the other Party is subject to the requirements of the FOIA and the EIRs. Each Party shall:
- 9.1.1 provide all necessary assistance and cooperation as reasonably requested by the other Party to enable that Party to comply with its obligations under the FOIA and EIRs; and
 - 9.1.2 transfer to the other Party all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt.
- 9.2 Each Party acknowledges and agrees that each Party shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and EIRs.
- 9.3 Where the Party responding to a Request for Information determines that it will disclose information in response to that Request for Information it will notify the other Party in writing, giving at least four (4) Working Days' notice of its intended disclosure.

10. Amendment of the GeCIP Rules, the GeCIP IP Policy and this Agreement

- 10.1 The Institution acknowledges that the GeCIP Rules and the Genomics England IP Policy may be amended by the GeCIP Board from time to time.
- 10.2 Before making any material change to the GeCIP Rules and/or the Genomics England IP Policy, Genomics England shall notify the Institution of the changes it proposes to make and allow a reasonable period for the Institution to comment on the proposed amendments before implementing such change.
- 10.3 If Genomics England wishes to update the form of this Agreement, it shall notify the Institution in writing and unless the institution objects within twenty (20) Working Days the Institution shall be deemed to be subject to the terms of the new agreement.

11. Limit of Liability

- 11.1 Under no circumstances shall any Party be liable to another Party, whether in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever arising for any loss of profit, business, reputation, contracts or anticipated savings or any indirect, special or consequential losses which arise, directly or indirectly, from any default on the part of the other Party.

12. Termination and Consequences of Termination

- 12.1 Each Party shall have the right to terminate this Agreement upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and

fails to remedy such breach within a reasonable period after being notified by the innocent Party of such breach.

- 12.2 Each Party shall have the right to terminate this Agreement without reason by giving the other Party not less than six (6) months' notice of termination.
- 12.3 Clauses 3.3, 3.4, 3.5, 3.8 and Clauses 7 to 16 (inclusive) shall survive termination of this Agreement.

13. General

- 13.1 No Party shall without the prior written consent of the other Party assign the benefit and/or burden of this Agreement, such consent not to be unreasonably withheld or delayed.
- 13.2 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 Parties.
- 13.3 This Agreement represents the entire understanding, and constitutes the whole agreement, in relation to its subject matter and supersedes any previous agreement between the Parties with respect thereto.
- 13.4 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.
- 13.5 No provision of this Agreement shall be deemed to constitute a partnership 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.
- 13.6 No provision of this Agreement shall operate to:
 - 13.6.1 exclude any provision implied into this Agreement by English law and which may not be excluded by English law; or
 - 13.6.2 limit or exclude any liability, right or remedy to a greater extent than is permissible under English law including in relation to: (i) death or personal injury caused by the negligence of a party to this Agreement; or (ii) fraud, fraudulent misrepresentation or deceit.
- 13.7 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.
- 13.8 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.
- 13.9 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:

13.9.1 remain fully responsible to the other Party for the proper performance of those obligations; and

13.9.2 be liable to the other Party for any negligent act or omission made by the Third Party or its staff in relation thereto.

13.10 No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a Third Party.

14. Notices

14.1 All notices shall be in writing and shall (unless express permission is granted by this Agreement for notice to be transmitted by e-mail) be sent by hand, facsimile, or post and shall be deemed to be properly served: (i) if sent by hand on a Business Day, when delivered at the relevant address and if delivered at any other time, on the next Business Day; and (ii) if sent by post, five (5) Business Days after posting.

14.2 Notices shall be sent to the addresses set out in the Party details above or to the email addresses set out in the Schedule.

15. Dispute Resolution

15.1 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 Scientist on behalf of Genomics England and the recipient of notices designated in the Schedule on behalf of the Institution, who may call on others to advise them as they see fit.

15.2 If the persons referred to in Clause 15.1 fail to resolve the dispute within twenty (20) Business Days the Parties agree to submit the dispute for resolution of the Chief Executive Officer or equivalent of each Party who may call upon other individuals to advise them as they see fit.

15.3 If the Chief Executive Officers fail to resolve the dispute within twenty (20) Business 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 fourteen (14) 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.

- 15.4 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.
- 15.5 If the Parties fail to reach agreement in the negotiations conducted under the guidance of the mediator in accordance with Clause 15.3, within sixty (60) business 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.

16. Law and Jurisdiction

- 16.1 This Agreement shall be governed by and construed in accordance with the laws of England. Subject to Clause 15.1, 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).

SCHEDULE

Deemed Approval

The Institution [*agrees / does not agree*] that where a GeCIP applicant provides an email address that uses the Institution's email domain name(s) outlined below in the Schedule, then Genomics England can regard such applicant as an Approved Person without requiring further confirmation from the Institution. Only institution-specific email domains are permitted (e.g. not @nhs.net).

Approved email domain(s):

Membership Secretary details

▪ Primary Membership Secretary:

Name: _____

Email: _____

▪ Secondary Membership Secretary (optional):

Name: _____

Email: _____

Email addresses for notices

Genomics England: gecip-help@genomicsengland.co.uk (marked for the attention of the GeCIP Team)

Institution: _____

(Name, position and email address of authorised signatory or other relevant individual)

The Parties hereby execute this Agreement by their duly authorised representatives:

For Genomics England Limited

Authorised Signatory: _____

Print name: _____

For

(name of employer or education provider)

Authorised Signatory: _____

Print name: _____