

RCVS Mind Matters Impact & Discovery Grants

Standard Terms and Conditions of Research Grant 2026-27

TERMS AND CONDITIONS

1. Definitions and Interpretation

1.1. Definitions

Agreement: the Application Form, the Terms and Conditions and the Notification of Award Letter which has been signed and returned to the RCVS in accordance with clause 2.3.

Applicants: the Lead Applicant and any Co-Applicant.

Application: the submission of an Application Form by the Applicants and the Host Institute.

Application Deadline: 11:59pm on 22 March 2026, or such other deadline as communicated by the RCVS from time to time.

Application Form: the application form which is submitted as part of an Application and which contains details of the Applicants, the Host Institute and the Research Proposal.

Applicant Guide: the guidance produced by the RCVS to assist applicants with submitting an Application, the current version of which is available at <https://vetmindmatters.org/research/research-grants>.

Co-Applicant: any individual listed as a Co-Applicant on the Application Form, or such other individual who is approved in writing by the RCVS.

Collaborator: any individual listed as a collaborator on the Application Form, or such other individual who is approved in writing by the RCVS.

Commencement Date: means the date as set out in the Notification of Award Letter.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).

Grant Period: the period for which the Research Grant is awarded starting on the Commencement Date and ending on the date of completion of the Research Project as described in the Research Proposal, or as confirmed in writing by both parties.

Host Institute: the UK based University/higher education institution, research institution, research council institute, NHS organisation or other body named in the Application Form:

- a) at which the Research Project funded by the Research Grant will be carried out; and

- b) which takes responsibility for the management of the Research Project and the associated legal and financial activities.

Intellectual Property Rights: all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.

Know-How: information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

Lead Applicant: the individual named in the Application Form, or such other individual who is approved by the RCVS in writing.

Notification of Award Letter: a letter from the RCVS to the Host Institute confirming that their Application has been successful and which contains details of the Research Grant and a copy of the Terms and Conditions.

Personal Data: shall have the same meaning as set out in the Data Protection Legislation.

RCVS: The Royal College of Veterinary Surgeons.

Research Grant: As defined in clause 4.

Research Proposal: the details of the proposed research project as set out in the Application Form.

Research Project: the research project to be conducted by the Host Institute and the Applicants during the Grant Period following receipt of the Research Grant.

Terms and Conditions: these terms and conditions as amended from time to time in accordance with clause 18.

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

1.2. Interpretation:

- a) Unless expressly provided otherwise in the Terms and Conditions, a reference to legislation or a legislative provision:
- i. is a reference to it as amended, extended or re-enacted from time to time; and
 - ii. shall include all subordinate legislation made from time to time under that legislation or legislative provision.

- b) Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- c) A reference to writing or written includes email.
- d) The words “We”, “Our” or “Us” refer to the RCVS, and “You” or “Your” refers to the Host Institution or the Applicants, as applicable. Other key terms used in the Terms and Conditions are set out in the Definitions at clause 1.1.

2. Basis of contract

- 2.1.** The Host Institute and the Applicants must submit the Application Form before the Application Deadline.
- 2.2.** The successful Host Institute will receive a Notification of Award Letter from the RCVS. The Notification of Award Letter shall constitute an offer from the RCVS to provide the Research Grant to the Host Institute (the “Offer”).
- 2.3.** The Offer shall only be deemed to be accepted when the Host Institute has signed and returned the Notification of Award Letter to the RCVS by the specified deadline.
- 2.4.** The Terms and Conditions apply to the application for, and the conducting of, the Research Project to the exclusion of any other terms that the Host Institute or the Applicants seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.5.** Where there is any conflict between the Applicant Guide, the Application Form, the Notification of Award Letter and the Terms and Conditions, the Terms and Conditions shall prevail.

3. Eligibility

- 3.1.** All Research Projects must be based at a Host Institute.
- 3.2.** The Lead Applicant and any Co-Applicant involved in a Research Project must reside in the UK and must:
 - a) have relevant research expertise acquired through education (for example, a postgraduate degree or doctorate) and/or experience (academic/research position);
 - b) be formally employed by, or affiliated with, the Host Institute or another UK based University, research institution, research council institute, NHS organisation or other body as named in the Application Form; and
 - c) be in good professional standing, and a member of their professional body (where applicable).
- 3.3.** Any Collaborator involved in a Research Project must:
 - a) have knowledge of the veterinary profession, research methods and/or mental health;

- b) in the case of individuals with professional, scientific and clinical expertise, be appropriately qualified, in good professional standing, and registered with the relevant regulator or professional body; and,
 - c) if they are currently studying or at an early stage of their career, be appropriately supported and developed by the Host Institute.
- 3.4.** Any Co-Applicant who is a UK postgraduate research student or recent graduate must have the support of the Lead Applicant, which shall be confirmed in the Application Form.
- 3.5.** The RCVS will not fund any Research Projects which are linked with pharmaceutical or technological companies, or other private entities.
- 3.6.** The RCVS shall only fund Research Projects where they are the sole funder. The RCVS may, at its sole discretion, consider funding a Research Project where additional funding has been granted by a third-party (including but not limited to Wellcome Trust or other not-for-profit organisations, charitable trusts, NHS or public funding). The RCVS reserve the right to contact any such third-party organisations for further information at any time following an Application.
- 3.7.** The RCVS reserves the right to suspend or reject an Application in part or in full if it considers, in its sole discretion, that the Application has been completed using artificial intelligence, has been plagiarised, has not been submitted using the application form available at <https://vetmindmatters.org/research/>, is incomplete, has not specified the ethical and legal considerations associated with the Research Proposal, or has previously been rejected and no substantial changes have been made to the Research Proposal prior to the Application being re-submitted.
- 3.8.** To ensure a fair and transparent grant allocation process, employees of RCVS and RCVS Knowledge are not eligible to apply for a research grant, either as a Lead, or Co-Applicant, or as part of the wider research team.

4. Grant

- 4.1.** The RCVS typically offers two annual research grants as follows:
- a) £15,000.00 grant aimed at established researchers who are looking to undertake a medium sized project ("**Impact Grant**"); and
 - b) £5,000.00 grant aimed at postgraduate and early career researchers, who are looking to undertake a small-scale study. Proposals should be managed and supported by an established researcher/academic supervisor, who will need to be the Lead Applicant ("**Discovery Grant**").
- 4.2.** The Impact Grant and the Discovery Grant shall each be referred to as a "**Research Grant**".
- 4.3.** The Host Institute shall not be entitled to receive both the Impact Grant and the Discovery Grant, or to apply for further RCVS Research Grants for the duration of this Research Project.

5. Payment of Research Grant

- 5.1.** The Research Grant shall be paid by the RCVS to the Host Institute. Subject to clause 17, the RCVS will pay the Host Institute the Research Grant in one instalment upon receipt of a signed Notification of Award Letter in accordance with clause 2.3.
- 5.2.** The amount of the Research Grant shall not be increased in the event of any overspend by the Host Institute in its delivery of the Research Project.
- 5.3.** The Host Institute shall promptly repay to the RCVS any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes, without limitation, situations where either an incorrect sum of money has been paid by the RCVS or where the Research Grant has been paid in error before all conditions attaching to the Research Project have been complied with by the Host Institute.

6. Use of Research Grant

- 6.1.** The Research Grant shall only be used by the Host Institute for the delivery of the Research Project in accordance with the Research Proposal.
- 6.2.** The Host Institute shall not use the Research Grant for:
 - a) establishment of new academic posts (apart from research assistants to support data collection, analysis and general administration of the Research Project);
 - b) delivery or evaluation of existing projects or services;
 - c) costs for PhD studentships;
 - d) software licensing;
 - e) funding to use as a 'bridge' between grants; or
 - f) any other purpose than that described in clause 6.1, unless this has been approved in writing by the RCVS.
- 6.3.** The Host Institute shall not spend any part of the Research Grant on the delivery of the Research Project after the Grant Period.
- 6.4.** Should any part of the Research Grant remain unspent at the end of the Grant Period, the Host Institute shall ensure that any unspent monies are returned to the RCVS or, if otherwise agreed in writing by the RCVS, the Host Institute shall be entitled to retain the unspent monies to use for charitable purposes as agreed between the parties.
- 6.5.** Any liabilities arising at the end of the Research Project must be managed and paid for by the Host Institute using the Research Grant or other resources of the Host Institute. There will be no additional funding available from the RCVS for this purpose.

7. Your Obligations

- 7.1.** The Host Institute and the Applicants are jointly responsible for submitting the Application in accordance with clause 2.1. The RCVS shall communicate directly with the Lead Applicant in respect of the Application and the management of the Research Project.
- 7.2.** The Applicants must declare any conflicts of interest at the time of the Application. Conflicts of interest that arise following the submission of an Application must be notified to the RCVS in writing as soon as the Lead Applicant or any Co-Applicant becomes aware of such. A failure to declare any such conflicts to the RCVS, or any false declarations made in the Application, may result in the Research Grant being withdrawn by the RCVS in accordance with clause 17.
- 7.3.** The Applicants must specify the ethical and legal considerations associated with the Research Proposal, and provide details of any plans to apply for ethical approval, at the time of the Application.
- 7.4.** The Applicants may be invited to attend an event (either in person or online) for the RCVS to confer the Research Grant. The RCVS will pay reasonable travel expenses for attendance by the Applicants at in-person events. Please note that in order for mileage to be reimbursed, business car insurance is required. Expenses must comply with the current RCVS expenses policy (available upon request).
- 7.5.** On the award of the Research Grant, the Host Institute shall:
 - a) be responsible for managing the Agreement with the RCVS and ensuring that the Applicants are made aware of their responsibilities under, and comply with, the Terms and Conditions;
 - b) provide the Applicants with the necessary support, development and resources to enable them to undertake the Research Project;
 - c) ensure that it and the Applicants comply with the ethical and legal considerations, and any plans to apply for ethical approval, as set out in the Research Proposal in accordance with clause 7.3;
 - d) ensure that it has policies, procedures and processes in place covering safeguarding, research ethics, bullying and harassment (including sexual harassment), equal opportunities and academic integrity;
 - e) ensure that adequate business continuity plans are in place to mitigate any potential adverse effects on the Research Project, and to minimise interruptions to the Research Project;
 - f) effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Host Institute, arising out of the Host Institute's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss; and
 - g) support the promotion and dissemination of the Research Project in accordance with clause 10.

- 7.6.** On the award of the Research Grant, the Lead Applicant shall:
- a) be responsible for managing and overseeing the Research Project with the Host Institute; and
 - b) be the main point of the contact with the RCVS throughout the Research Project.
- 7.7.** On the award of the Research Grant, any Co-Applicant shall manage and support the Research Project alongside the Lead Applicant.

8. Accounts and records

- 8.1.** The Host Institute shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Research Grant received by it.
- 8.2.** The Host Institute shall keep all invoices, receipts and accounts and any other relevant documents relating to the expenditure of the Research Grant for a period of at least seven years following receipt of the Research Grant to which they relate.
- 8.3.** The Host Institute shall comply and facilitate the RCVS's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the RCVS.

9. Reporting and evaluation

- 9.1.** The Host Institute shall closely monitor the delivery and success of the Research Project throughout the Grant Period to ensure that the aims and objectives of the Research Project are being met and that the Terms and Conditions are being adhered to.
- 9.2.** The Host Institute shall provide the RCVS with such reports on its use of the Research Grant and the delivery of the Research Project as the RCVS may reasonably require.
- 9.3.** The Host Institute shall, upon written request from the RCVS, provide such further information, explanations and documents as the RCVS may reasonably require in order for it to establish that the Research Grant has been used properly in accordance with the Terms and Conditions.
- 9.4.** The Host Institute shall permit any person authorised by the RCVS such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Host Institute's fulfilment of the Research Project and the Terms and Conditions and shall, if so required, provide appropriate oral or written explanations from them.
- 9.5.** Where, in its reasonable opinion, the RCVS considers that additional visits are necessary to monitor the Research Project, it shall be entitled to authorise any person to make such visits on its behalf.

- 9.6. The Host Institute shall provide the RCVS with a final report on completion of the Grant Period which shall confirm whether the Research Project has been successfully and properly completed.

10. Publication, Acknowledgement and Publicity

10.1. Prior to commencement of the Research Project:

- a) The Applicants and the Host Institute shall liaise with the RCVS regarding a press release and associated media promotion in respect of the Research Project. The Lead Applicant, any Co-Applicant and the Host Institute will be announced by the RCVS, and the Host Institute must not reveal or promote their receipt of the Research Grant until the official announcement by the RCVS has taken place; and
- b) The RCVS may publicise details of the Research Project and the names of the Applicants and the Host Institute in its annual report, website and other relevant publications.

10.2. During and post the Research Project:

- a) The Host Institute shall acknowledge the Research Grant in its annual report and accounts, including an acknowledgement of the RCVS as the source of the Research Grant;
- b) The Host Institute and the Applicants shall not publish any material referring to the Research Project or the RCVS without the prior written agreement of the RCVS;
- c) The Host Institute and the Applicants shall acknowledge the support of the RCVS in any reports or other published materials that refer to the Research Project and in any written or spoken public presentations about the Research Project;
- d) If required, the Host Institute and the Applicants shall comply with all reasonable branding guidelines issued by the RCVS from time to time;
- e) Subject to 10.1 (b), the RCVS shall not use the name of the Host Institute nor that of any member of the staff or students of the Host Institute in any publicity, advertising, news release or instructional material without the prior written approval of an authorised representative of the Host Institute, including media appearances, press releases and conferences, quoting the Research Grant name where appropriate;
- f) The Applicants shall follow acknowledged good practice when publishing the results of their research as detailed in guidelines issued by, for example, the Committee on Publication Ethics, the Council of Science Editors and the ARRIVE guidelines;
- g) To meet the RCVS's obligations for public accountability and the dissemination of information, contents of funded Research Projects may also be made available on the RCVS and Mind Matter websites and other publicly available sources; and
- h) The Host Institute and the Applicants shall give careful consideration to their approach for managing and sharing data generated through the Research Project to ensure it will benefit the wider research community, maximises public benefit and, where appropriate,

shall make it openly available within a reasonable timeframe with as few restrictions as possible.

11. Intellectual Property Rights

- 11.1.** The RCVS and the Host Institute agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the RCVS or the Host Institute before the Commencement Date (“**Background IPR**”), or developed by either party separately to the Research Project during the Grant Period, shall remain the property of the developing party.
- 11.2.** Each party hereby grants the other a royalty-free, fully paid up, non-exclusive, revocable, non-transferable licence to use its Background IPR for the purpose of carrying out their obligations under the Agreement. Neither party may grant any sub-licence to use the other’s Background IPR except a party may allow any person working with, for or on behalf of it in respect of the Research Project to use other party’s Background IPR for the sole purpose of carrying out the Research Project providing that it is used in accordance with the terms of the Agreement.
- 11.3.** In this clause 11, “**Results**” shall mean all information, Know How, results, inventions, software and other Intellectual Property Rights arising in the course of the Research Project.
- 11.4.** Each Party shall own the Results generated by its employees, students and/or agents arising from work on the Research Project.
- 11.5.** Subject to clause 11.6, the RCVS hereby grants to the Host Institute a non-exclusive, non-transferable, non-sub-licensable, royalty free licence to use any Results owned by the RCVS for the academic, teaching and research purposes including research projects funded by third parties provided those parties gain or claim no rights to such Results.
- 11.6.** Where the RCVS has provided the Host Institute with any of its Intellectual Property Rights for use in connection with the Research Project (including without limitation its name and logo), the Host Institute shall, on termination or expiry of the Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the RCVS.
- 11.7.** The Host Institute hereby grants to the RCVS a non-exclusive, non-transferable, non-sub-licensable, royalty free licence to use any Results owned by the Host Institute to enable the RCVS to meet its obligations for public accountability and the dissemination of information in accordance with clause 10.2.g).

12. Confidentiality

- 12.1.** Subject to clause 13 (Freedom of Information), each party shall during the term of the Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of the Agreement which shall include disclosure to any Collaborators (subject to an obligation of confidentiality) or save as expressly authorised in writing by the other party.
- 12.2.** The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:
- a) at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of the Agreement by the receiving party;
 - b) is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
 - c) is at any time after the date of the Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

13. Freedom of Information

- 13.1.** Both parties acknowledge that each party is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIRs).
- 13.2.** If required, either party shall:
- a) provide all necessary assistance and cooperation as reasonably requested to enable either party to comply with its obligations under the FOIA and EIRs; and
 - b) where reasonably possible, notify the other party of all requests for information relating to the Agreement that it receives as soon as practicable.
- 13.3.** The parties acknowledge that either party may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent. If required, parties shall take reasonable steps to provide notification of a request for information to the extent that it is permissible and reasonably practicable for it to do so but (notwithstanding any other provision in the Agreement) the party to whom the FOIA or EIR request is made shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

14. Data protection

- 14.1.** Both parties will comply with all applicable requirements of and all their obligations under the Data Protection Legislation which arise in connection with the Research Project. If you have any queries regarding how the RCVS processes data, please see our Privacy Policy, which can also be found on our website: <https://www.rcvs.org.uk/privacypolicy/>.
- 14.2.** The Host Institute shall not transfer any Personal Data that it obtains by virtue of the Research Project to the RCVS. Any such Personal Data shared between the parties will be in an anonymised form.
- 14.3.** If Personal Data will be shared with the RCVS, the parties will enter into an appropriate data sharing agreement prior to sharing any Personal Data.

15. Limitation of Liability

- 15.1.** The RCVS accepts no liability for any consequences, whether direct or indirect, that may come about from the Host Institute running the Research Project, the use of the Research Grant or from withdrawal of the Research Grant in accordance with clause 17.
- 15.2.** Subject to clause 15.1, the RCVS's liability under the Agreement is limited to the payment of the Research Grant.
- 15.3.** It is acknowledged and agreed that the Agreement provides for the carrying out of experimental research, accordingly specific results cannot be guaranteed and any results, materials, information or intellectual property provided by the Host Institute to the RCVS under the Agreement are provided "as is" and without any express or implied warranties, representations or undertakings.
- 15.4.** Nothing in the Agreement limits or excludes any Party's liability for death or personal injury resulting from negligence or any fraud or for any sort of other liability which, by law, cannot be limited or excluded.
- 15.5.** The parties agree and declare that the obligations of the Host Institute to the RCVS shall cease upon delivery of the final report in accordance with clause 9.6. No liability whatsoever either direct or indirect shall rest upon the Host Institute for the effect of any product or process that may be produced or adopted by the RCVS or any other party, whether or not the formulation of such product or process is based upon the findings of the Research Project.
- 15.6.** The liability of either party for any breach of the Agreement, or arising in any other way out of the subject matter of the Agreement (whether in contract, tort, negligence, breach of statutory duty or otherwise), shall not extend to any indirect, incidental or consequential damages or losses or any loss of profits.

16. Warranties

16.1. The Host Institute warrants, undertakes and agrees that:

- a) it has all necessary licences, resources, approvals, powers and expertise to deliver the Research Project (assuming due receipt of the Research Grant);
- b) it has not committed, nor shall it commit, any offence under the Bribery Act 2010, under legislation creating offences in respect of fraudulent acts, or at common law in respect of fraudulent acts in relation to the Agreement or any other contract with the RCVS;
- c) it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the RCVS immediately of any significant departure from such legislation, codes or recommendations;
- d) it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Research Project;
- e) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- f) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- g) all financial and other information concerning the Host Institute which has been disclosed to the RCVS is to the best of its knowledge and belief, true and accurate;
- h) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Research Grant;
- i) it is not aware of anything in its own affairs, which it has not disclosed to the RCVS or any of the RCVS's advisers, which might reasonably have influenced the decision of the RCVS to make the Research Grant on the terms contained in the Terms and Conditions; and
- j) since the date of its last accounts there has been no material change in its financial position or prospects.

17. Repayment of the Research Grant

17.1. Without prejudice to its other rights and remedies, the RCVS may, at its sole discretion, require the repayment of all or part of the Research Grant by the Host Institute if:

- a) the Host Institute uses the Research Grant for purposes other than those for which it has been awarded;
- b) the Host Institute is, in the reasonable opinion of the RCVS, delivering the Research Project in a negligent manner;
- c) subject to clause 3.6, the Host Institute obtains duplicate funding from a third party for the Research Project;
- d) the Host Institute or the Applicants provide the RCVS with any materially misleading or inaccurate information;

- e) the Host Institute or the Applicants breach the warranty set out at clause 16.1.b);
 - f) the Host Institute or the Applicants breach clause 7.5.c), or any application for ethical approval made in accordance with 7.5.c) is unsuccessful;
 - g) any member of the governing body, employee or volunteer of the Host Institute has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Research Project or (b) taken any actions which, in the reasonable opinion of the RCVS, bring or are likely to bring the RCVS's name or reputation into disrepute; or
 - h) the Host Institute or the Applicants fail to comply with any of the Terms and Conditions and where rectification is possible, fails to rectify any such failure within 30 days of receiving written notice detailing the failure.
- 17.2.** Should the Host Institute be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Research Project or compliance with the Terms and Conditions, it will notify the RCVS as soon as possible so that, if possible, and without creating any legal obligation, the RCVS will have an opportunity to provide assistance in resolving the problem or to take action to protect the RCVS and the Research Grant.

18. Modification or variations of the terms and conditions

- 18.1.** The RCVS reserves the right to modify, add to, or vary the Terms and Conditions from time to time without the consent of the Host Institute or the Applicants. The RCVS shall give 30 day's prior written notice to the Host Institute and the Applicants of any such change, and the RCVS shall use reasonable endeavours to ensure that the Host Institute and the Applicants are not materially disadvantaged by such changes.

19. Duration and Termination

- 19.1.** Subject to clause 19.2 and except where otherwise specified by the RCVS in writing, the terms of the Agreement shall apply from the Commencement Date until the expiry of the Grant Period.
- 19.2.** The RCVS may terminate the Agreement on giving the Host Institute 30 days' written notice should it be required to do so for any reason.
- 19.3.** Any obligations under the Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

20. General

- 20.1. Force majeure.** Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 20.2. Assignment.** The Host Institute, the Applicants may not, without the prior written consent of the RCVS, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of the Agreement or, except as contemplated as part of the Research Project, transfer or pay to any other person any part of the Research Grant.
- 20.3. Entire agreement.** The Agreement (together with all documents attached to or referred to within it) constitutes the entire agreement and understanding between the parties in relation to the Research Grant and supersedes any previous agreement or understanding between them in relation to such subject matter.
- 20.4. Variation.** Except as set out in the Terms and Conditions, no variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 20.5. Waiver.** No failure or delay by either party to exercise any right or remedy under the Agreement shall be construed as a waiver of any other right or remedy.
- 20.6. Notices.** All notices and other communications in relation to the Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.
- 20.7. Dispute resolution**
- a) In the event of any complaint or dispute (which does not relate to the RCVS's right to withhold funds or terminate) arising between the parties to the Agreement, the matter should be referred to the Chief Executive of the RCVS and the equivalent officer of the Host Institute with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the RCVS and the Host Institute.
 - b) In the absence of agreement under clause 20.7.a) the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure. Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.
- 20.8. No partnership or agency.** The Agreement shall not create any partnership or joint venture between the RCVS and the Host Institute, nor any relationship of principal and

agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

20.9. Contracts (Rights of Third Parties) Act 1999. The Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

20.10. Governing law and Jurisdiction. The Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.