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SUB-CONTRACT AGREEMENT BETWEEN

QUEEN MARY UNIVERSITY OF LONDON

AND

FUNDACIÓN PÚBLICA ANDALUZA PARA LA GESTIÓN DE LA
INVESTIGACIÓN EN SALUD DE SEVILLA

This Sub-contract is made on 26th September 2022 and entered into between:

Queen Mary University of London, whose registered offices are at Mile End Road, London, E1 4NS (hereinafter referred to as “QMUL”)

And

FUNDACIÓN PÚBLICA ANDALUZA PARA LA GESTIÓN DE LA INVESTIGACIÓN EN SALUD DE SEVILLA whose registered offices are at **Hospital Universitario Virgen del Rocío. Av Manuel Siurot S/N CP 41013 Sevilla** (hereinafter referred to as “the Subcontractor”)

Whereas:

- (1) QMUL has entered into a contract (hereinafter called the “Prime Contract”) to research Project Title: “Aligning Science Across Parkinson's (ASAP) – Global Parkinson’s Genetics Program (GP2)” (hereinafter called the “Project”) with The Michael J Fox Foundation (hereinafter called “The Funder”). A copy of the Prime Contract is incorporated into this Sub-Contract as Appendix 1.
- (2) QMUL now wishes to reimburse The Subcontractor for the work of their staff and for expenses undertaken by The Subcontractor in assisting QMUL in performing the Project. The details of the work to be performed are set out in Appendix 2.
- (3) The Chief Investigator for QMUL is : Dr Alastair Noyce
- (4) The Co-Investigator/s for the Subcontractor is/are :
 - María Teresa Perriñán Tocino, Training, Outreach and Research Fellow

Definitions

‘Background Intellectual Property’ shall mean any Intellectual Property excluding Foreground Intellectual Property as hereinafter defined owned or controlled by any Party including but not limited to financial information, details of plant or processes, reports, drawings, operating methods and instructions, formulations, projections, plans, specifications, know-how, techniques, manuals, and the like both written and unwritten.

‘Prime Contract’ shall mean the contract awarded to QMUL by the Funder

‘Information’ shall mean any proprietary information, data, images, logos, documentation, in any form provided by one party to the other by whatever means and/or medium under this Sub-Contract.

‘Foreground Intellectual Property’ shall mean any Intellectual Property which becomes known or is developed by any Party directly as a result of the work undertaken in accordance with this Sub-Contract including but not limited to financial information, details of plant or processes, reports, drawings, operating methods and instructions, formulations, projections, plans, specifications, know-how, techniques, manuals, and the like both written and unwritten.

IT IS HEREBY AGREED AS FOLLOWS:

1 Duration: The project was activated by QMUL on the 1 January 2020. This Sub-Contract covers agreed expenditure incurred on the Project to be performed by The Subcontractor during the period 1 September 2022 – 30 June 2023.

2 Reclaimable Expenses

QMUL agrees to reimburse The Subcontractor for expenses totalling 43,758 EUR relating to the Project. These are detailed in Appendix 3.

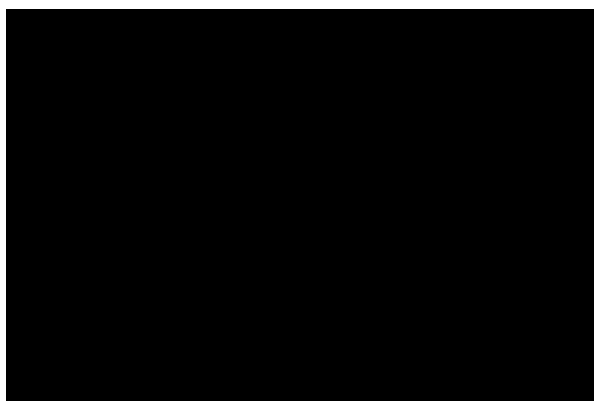
The Funder reserves the right to recover from QMUL and Subcontractors any sum of money allocated in a specific financial year but not actually spent by the financial year ending 31st March. Where reasonably possible such recovery will be by way of set off against future payments

3 Claiming Procedure

3.1 Payment will be made by QMUL, upon full execution of contract, and following receipt of original expenditure invoice(s).

3.2 If applicable, VAT at the prevailing rate should be claimed.

3.3 Invoices and enquiries about payments should be addressed to:



3.4 Payment will be made by QMUL within 30 days of receipt of an invoice.

3.5 The Subcontractor agrees to provide QMUL a final statement of expenditure within 8 weeks of project termination.

3.6 Final payment will be made upon receipt of final payment from The Funder

4 Intellectual Property Rights

- 4.1 Background Intellectual Property (hereinafter called “Background”) shall remain the property of the contributor introducing the Background to the Project.
- 4.2 Foreground Intellectual Property and Foreground Information generated from the Project, including but not limited to inventions, designs, processes, know-how, techniques, drawings, specifications, technical information, copyright materials, software and data, shall remain the property of QMUL.

5 Termination

- 5.1 Should the Prime Contract be terminated then this sub-contract shall also be terminated in accordance with the termination clauses of the Prime Contract.
- 5.2 Performance under this Sub-Contract may be terminated by QMUL upon the expiry of 3 months from the receipt by the Subcontractor of a written notice.
- 5.3 Performance may be terminated by the Subcontractor on reasonable notice if circumstances beyond its control make continuation of the Project impossible on the basis contemplated by this Sub-Contract.
- 5.4 Upon termination by QMUL, QMUL will reimburse the Subcontractor for all costs incurred to date of termination in the performance of the Project, such reimbursement not to exceed the total estimated project price specified in Appendix 2.
- 5.5 Upon termination by the Subcontractor, the Subcontractor will be reimbursed for all costs incurred to the date on which such reasonable notice is given and the Subcontractor shall refund to QMUL the balance of any money received beyond the agreed costs incurred up to that date.
- 5.6 Without prejudice to any other right or remedy it may have, either party may terminate this agreement at any time by notice in writing to the other party (‘Other Party’), such notice to take effect as specified in the notice:
 - 5.6.1 if the Other Party is in breach of this agreement and, in the case of a breach capable of remedy within 90 days, the breach is not remedied within 90 days of the Other Party receiving notice specifying the breach and requiring it to be remedied; or
 - 5.6.2 if the Other Party becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Other Party (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the Other Party’s assets or business, or if the Other Party makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt.

6 Jurisdiction

- 6.1 This Sub-contract shall be governed in accordance with the laws of England and Wales.
- 6.2 Disputes arising under this Sub-contract shall come under the exclusive jurisdiction of the courts of England and Wales.

7 Notices

Any notice to be given under this Agreement shall be in writing and shall be sent to the relevant address of the relevant Party as set out below.

In the case of notices to the Subcontractor, sent to:

Jose M. Fernandez Alvarez
Project Manager
Hospital Universitario Virgen del Rocío.
Ed Laboratrios 6ª Planta
CP 41013 Sevilla

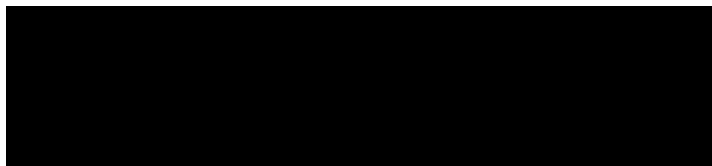
In the case of notices to QMUL sent to:

Contracts Manager,
Joint Research Management Office,
Dept W, C/O Mile End Post Room
327 Mile End, London, E1 4NS

8 Additional Terms and Conditions

- 8.1 The sub-contract will include all clauses and provisions as set out in the Prime Contract mutatis mutandis. The Subcontractor agrees to abide by the terms and conditions of the Prime Contract.

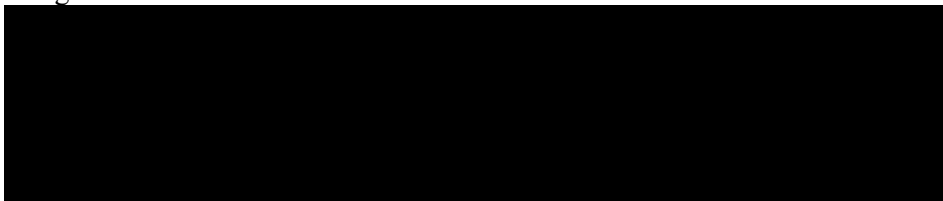
Signed on behalf of Queen Mary University of London



Mrs Coleen Colechin
Clinical Operations Manager

Date:

Signed on behalf of The Subcontractor



Title: Managing Director

Date: