



THE COMPANY OF BIOLOGISTS LIMITED: Scientific Meeting Grant Agreement

THIS AGREEMENT is made on **22 January 2020**

BETWEEN

- (1) **THE COMPANY OF BIOLOGISTS LIMITED** (registered charity no. 277992, registered company number 0514735) whose registered office is at Bidder Building, Station Road, Histon, Cambridge, CB24 9LF (the "**Charity**") and
- (2) Argentinean Society for Biochemistry and Molecular Biology (SAIB), Vuelta de Obligado 2490, C1428ADN, Buenos Aires, República Argentina, , Buenos Aires, Buenos Aires, C1428ADN, Argentina Company or Charity Reg No. (the "**Applicant**")

THE GRANT - EA277

The Directors of the Charity have approved a grant of £4000 to Argentinean Society for Biochemistry and Molecular Biology (SAIB), , subject to the terms and conditions of this Agreement.

1 PURPOSE OF GRANT

- 1.1 The Grant has been approved by the Grant Committee to fund *"funding towards transportation, meals and hotel accommodations of speakers and a number of PhD students and young researchers presenting abstracts as 1st author,"* entitled, Pathogenic microbes-host interactions: highlights in intracellular traffic to take place on 31/10/2020.

2 DURATION

- 2.1 Subject to the provisions for earlier termination contained in this Agreement, this Agreement will come into effect on the date of this Agreement and shall continue until either receipt by the Charity of the Report as set out in clause 3, or the repayment of the Grant in full in accordance with clause 7.

3 OBLIGATIONS OF THE APPLICANT

- 3.1 In addition to the obligations contained elsewhere in this Agreement, the Applicant:
 - 3.1.1 undertakes to apply the total Grant strictly for the purpose set out in clause 1 of this Agreement and for no other project or purpose;
 - 3.1.2 undertakes to prepare 250 – 500 word report of the Meeting (the "**Report**"), and then post the Report onto the Charity's website portal used by the Applicant to make the Application ("**Applicant Portal**") within 3 months after completion of the Meeting. The Report must include an assessment of the impact and outcome of the Meeting.
 - 3.1.3 warrants that:
 - 3.1.3.1 the Report shall contain the Applicant's own original material only and that the Applicant shall seek consent from a third party to the extent that the Report contains any content, intellectual property rights or any other rights owned by such third party;

- 3.1.3.2 the Report shall not contain any confidential information belonging to a third party;
 - 3.1.3.3 the rights in any photographs contained in the Report are owned by the Applicant and Applicant shall obtain any necessary permissions to publish the photographs on the Applicant Portal; and
 - 3.1.3.4 neither the Report, nor any photographs contained within it, shall contain any material that is defamatory, obscene or unlawful in any way,
- 3.2 The Charity requests that the Applicant acknowledges the Grant in all publications, presentations and other printed or online materials referring to the Applicant's work and that the acknowledgement shall include the full name of the Charity, the name of the Sponsoring Journal and the Charity's logo and web address.

4 FINANCIAL AND OTHER ARRANGEMENTS

- 4.1 (a) If the Applicant is an individual(s) the Grant shall be paid direct to a designated bank account established to receive the Grant for the purposes of the Meeting and the Grant will be paid in full on receipt by the Charity of a signed copy of this Agreement;
 - (b) If the Applicant is an organisation the Grant will be paid to the organisation (subject to agreement by the Charity) as directed by the Applicant organisation to a bank account connected to the organisers of the Meeting – in full on receipt by the Charity of a signed copy of this Agreement;
- 4.2 All correspondence relating to this Grant shall be marked for the attention of the **"Charity Administrator"**.

5 LIABILITY

- 5.1 Nothing in this Agreement shall limit the liability of either party for death or personal injury resulting from its negligence, fraudulent misrepresentation or any other liability which cannot be excluded by law.
- 5.2 Save as set out in clause 5.1, the parties hereby agree that the Charity's liability is limited to the payment of the Grant in accordance with the terms and conditions of this Agreement and the Charity shall not incur any further liability in connection with the Meeting.

6 TERMINATION

- 6.1 The Agreement may be terminated forthwith:
 - 6.1.1 by the Charity on written notice, if the Applicant fails to comply with their obligations under this Agreement and in the case of any such breach capable of remedy has failed to remedy the breach within 28 days after receipt of written notice to do so;
 - 6.1.2 by the Charity if the Applicant does or suffers to be done anything which in the Charity's Directors' reasonable opinion is likely to bring the name or reputation of the Charity into disrepute; or
 - 6.1.3 by either party if the other party (i) is unable to pay its debts as they fall due, (ii) passes a resolution for winding up (other than for the purposes of a solvent amalgamation or

reconstruction) or if a court of competent jurisdiction makes an order to that effect, (iii) enters into a composition or scheme of arrangement with its creditors or if a receiver, manager, administrator or administrative receiver is appointed over any of its assets, (iv) ceases or threatens to cease to do business; or (v) an analogous event occurs to the other party in any jurisdiction.

7 RETURN OF GRANT

- 7.1 Subject to clauses 7.2 and 7.3, in the event that the Applicant is unable to use the Grant (or any proportion of the Grant) in connection with the Meeting for any reason, or if the Meeting is postponed beyond six months from the receipt of the Grant, the Charity Administrator shall be notified immediately and the Grant (or the unspent portion of the Grant) shall be returned in full to the Charity within fourteen days of notification.
- 7.2 The Charity reserves the right to request repayment of the Grant (or any proportion of the Grant) in the event that the Applicant does not supply the Report referred to in clause 3.1.2 or if in the Directors' reasonable opinion the Grant has not been spent in accordance with the terms of this Agreement.
- 7.3 In the event of the early termination of this Agreement, the Applicant shall pay back the Grant to the Charity in full, within fourteen days of the termination date.

8 GENERAL

- 8.1 All notices, enquiries, progress reports or other queries, required to be given pursuant to this Agreement shall be sent to the addresses shown above (or such other address as may be advised from time to time).
- 8.2 Any notice to be served on the parties shall be sent by pre-paid recorded delivery or registered post and shall be deemed to have been received within 72 hours of posting.
- 8.3 Nothing in this Agreement shall be deemed to constitute a partnership or agency agreement between either of the parties to it.
- 8.4 Clauses 3.1.3 ,3.1.4, 5 and 7.3 shall survive the termination of this Agreement.
- 8.5 No variation of this Agreement will be effective unless agreed in writing by or on behalf of each party.
- 8.6 Neither party shall assign or transfer, or purport to assign or transfer, any of its rights benefits or obligations under this Agreement without the prior written consent of the other party.
- 8.7 This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Agreement, and supersedes and extinguishes any prior drafts, agreements, undertakings, understandings, promises or conditions, whether oral or written, express or implied between the parties relating to such subject matter.
- 8.8 The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
- 8.9 This Agreement and any dispute or claim arising out of or in connection with it (including any non-contractual claims or disputes) shall be governed by and construed in

accordance with the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English courts

8.10 Each party warrants to the other that, at the date of this Agreement it has full power and authority and has obtained the consent of any third party necessary, to enter into and perform this Agreement.



Company Secretary
Signed for and on behalf of
The Company of Biologists Limited

Signed by the Applicant

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Signature

María Isabel Colombo
.....
Print name