

Dated 2026

(1) UCL PARTNERS LIMITED

- and -

(2) [NAME OF EMPLOYING COMPANY]

NIA FELLOWSHIP AGREEMENT

DRAFT - NOT AVAILABLE FOR ACCEPTANCE

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THIS AGREEMENT is made the day of 202[6]

BETWEEN:

- (1) **UCL PARTNERS LIMITED** incorporated and registered in England and Wales with company number 06878225 whose registered office is at Hale House Portland Place, 76 - 78 Portland Place, London, United Kingdom, W1B 1NT ("**UCLPartners**"); and
 - (2) **[FULL COMPANY NAME OF EMPLOYING COMPANY]** incorporated and registered in England and Wales with company number [insert number] whose registered office is at [insert registered office address] ("**Employing Company**"),
- each a "**Party**" and, together, the "**Parties**".

BACKGROUND

- (A) UCLPartners is responsible for co-ordinating and hosting the NIA Programme (defined in Clause 1), which provides opportunities for individuals to engage in professional development, research, and other related activities.
- (B) The Employing Company employs the NIA Fellow (defined in Clause 1), who has successfully applied for and been awarded a fellowship under the NIA Programme.
- (C) The Parties wish to collaborate to facilitate the NIA Fellow's participation in the NIA Programme, ensuring that the NIA Fellow provides their services in accordance with the NIA Programme's objectives and that all Parties comply with the terms and conditions set forth in this Agreement.
- (D) This Agreement sets out the respective roles, responsibilities, and commitments of UCLPartners and the Employing Company in relation to the NIA Fellow's participation in the NIA Programme.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement unless the context otherwise requires the following words and expressions shall have the following meanings:

"Background IPR" means the intellectual property rights of each Party that exist at the Start Date of this Agreement;

"Branding Guidelines" means UCLPartners' policy and guidelines in relation to the use of UCLPartners' name and logo, or the NIA Programme name and logo, as may be updated and/or amended from time to time;

"Business Day" means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;

"Claim" shall have the meaning given to it in Clause 13.6;

"Collaboration" means the partnership arrangements agreed between the Parties including the provision of the NIA Services and the NIA Fellow's delivery of the Project on the terms of this Agreement;

"Confidential Information" means all information in whatever form (including in written, oral, visual or electronic form or on any magnetic or optical disk or memory) and wherever located disclosed by the Discloser or its Representatives to the Recipient (or its Representatives) in connection with the subject matter of this Agreement including the existence and terms of this Agreement, any information that would be regarded as confidential by a reasonable business person including in relation to:

- (i) the business, clients, customers, suppliers, products, assets, affairs, intentions or market opportunities and finances of the Discloser;
- (ii) the operations, processes, product information, any trade secrets, technical data, and Know-How, designs or software of the Discloser; and/or
- (iii) any information developed by the Parties in the course of carrying out this Agreement or in accordance with the Collaboration or the Project.

"Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR), the Data Protection Act 2018 (and regulations made thereunder) or any successor legislation, 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);

"Deemed Employment" means an engagement to which section 61M(1)(d) of the Income Tax (Earnings and Pensions) Act 2003 applies;

"Discloser" shall have the meaning given to it in Clause 7.2;

"Effective Date" means the date on which this Agreement shall take effect, which shall be [DATE];

"Fellowship Duties" means all duties and obligations of the Employing Company and the NIA Fellow as set out in this Agreement, including but not limited to those set out in Clause 5;

"Foreground IPR" means Intellectual Property Rights that are created after the Start Date of this Agreement in the course of carrying out obligations under this Agreement;

"Health Innovation Network" means the innovation arm of the NHS and the collective voice of the 15 health innovation networks across England;

"Insurance Policies" means commercial general liability insurance cover, employer's liability insurance cover, professional indemnity insurance cover, cyber insurance cover, and public liability insurance cover;

"Intake NIA Summit" means a meeting of the fellows (including the NIA Fellow) as agreed between the Parties and taking place in the last six (6) months of the duration of this Agreement;

"Intellectual Property Rights" means patents, utility models, rights to Inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including Know-How and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.];

"Invention" means any invention, idea, discovery, development, improvement or innovation made by the Employing Company or by the NIA Fellow in connection with its participation in the NIA Programme and the Project, whether or not patentable or capable of registration, and whether or not recorded in any medium;

"Know-How" means 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;

"NIA Code of Conduct" means the code of conduct attached at Schedule 2;

"NIA Fellow" means [insert name of fellow];

"NIA Alumni" means a graduate or former fellow of the NIA Programme;

"NIA Programme" means the NHS Innovation Accelerator programme, as described in more detail in Part A of Schedule 1;

"NIA Services" means the services provided by UCLPartners in connection with the NIA Programme, as more particularly described in Part A of Schedule 1

"Prohibited Act" means committing any offence: (i) under the Bribery Act; (ii) under legislation creating offences in respect of fraudulent acts; or (iii) at common law in respect of fraudulent acts in relation to this Agreement;

"Project" means the project to be delivered by the Employing Company and the NIA Fellow, as more particularly described in Part B of Schedule 1;

"Publicity Material" shall have the meaning given to it in Clause 7.5;

"Recipient" shall have the meaning given to it in Clause 7.2;

"Representative" means in relation to a Party, its employees, officers, contractors, subcontractors, representatives and advisers;

"Side Letter" means the letter, in the form set out in Schedule 3, sent by the NIA Fellow to UCLPartners, which sets out direct undertakings to be obtained from the NIA Fellow in favour of UCL Partners in connection with the Collaboration;

"Start Date" means the commencement date of the Collaboration Arrangements, which shall be [1 April] [2026];

"UCLPartners Property" means all Confidential Information, and any equipment, keys, hardware or software provided for the Employing Company or the NIA Fellow's use by UCLPartners during the Collaboration, and any data or documents (including any copies) produced, maintained or stored by the Employing Company or the NIA Fellow on the computer systems or other electronic equipment of UCLPartners, the Employing Company or the NIA Fellow during the Collaboration; and

"Works" means all records, reports, results, data, procedures, forecasts, technology, Know-How, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, inventions, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared by the Employing Company or the NIA Fellow in connection with its participation in the NIA Programme and the Project.

1.2 In this Agreement, unless the context otherwise requires:

1.2.1 a reference to writing or written excludes fax but not email;

1.2.2 references to Clauses and Schedules are to the Clauses and Schedules to this Agreement;

1.2.3 the Clause and Schedule headings are for convenience only and shall not affect the interpretation of this Agreement;

- 1.2.4 the Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules;
 - 1.2.5 words implying the singular include the plural and vice versa and words implying a gender include every gender;
 - 1.2.6 references to a person include a natural person, corporate or unincorporated body (whether or not having a separate legal personality);
 - 1.2.7 a reference to a particular law or statutory provision is a reference to it as amended, extended or re-enacted from time to time and includes any subordinate legislation made from time to time under it;
 - 1.2.8 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; and
 - 1.2.9 reference to the Parties shall include a reference to its Representatives, legal successors and permitted assignees.
- 1.3 Unless expressly stated otherwise in this Agreement, in the event of any conflict or inconsistency between the provisions of the main body of this Agreement and the Schedules, the provisions in the main body of this Agreement shall prevail. For the avoidance of doubt, this shall mean that the body of this Agreement shall take precedence over the Code of Conduct at Schedule 2.

2. TERM OF COLLABORATION

- 2.1 The Parties agree to work together in connection with the Collaboration on the terms of this Agreement.
- 2.2 This Agreement shall take effect on the Effective Date and shall continue, unless terminated earlier in accordance with Clause 2.4 or Clause 15, until the third anniversary of the Start Date, when it shall terminate automatically without notice.
- 2.3 The Collaboration shall start on the Start Date.
- 2.4 Without affecting any other right or remedy available to it, either Party may terminate this Agreement on giving to the other Party not less than one (1) month's prior written notice.

3. CONSIDERATION

- 3.1 The Parties agree to comply with the terms of this Agreement in consideration of the payment by each Party to the other Parties of the sum of one pound sterling (£1), the receipt and sufficiency of which is acknowledged by each Party.

4. DUTIES AND OBLIGATIONS OF UCLPARTNERS

- 4.1 The Parties acknowledge that UCLPartners is Party to this Agreement in its capacity as the host for the NIA Programme and as an authorised Representative for and on behalf of the NIA Programme. UCLPartners shall provide the NIA Services in accordance with the terms of this Agreement.
- 4.2 For the avoidance of doubt, the Parties acknowledge and agree that the NIA Programme, UCLPartners' role in it and any related funding is explicitly not designed to:
 - 4.2.1 offer any preferred supplier status to the NIA Fellow or the Employing Company through access, funding, information or other advice or benefits;

- 4.2.2 provide any guarantees or commitments to the NIA Fellow or the Employing Company as to future take-up by the NHS of their innovations, products or services; or
- 4.2.3 offer funding support to the NIA Fellow or the Employing Company for the development of products or other services, other than in accordance with the specific objectives of the NIA Programme as set out in this Agreement.

5. DUTIES AND OBLIGATIONS OF THE EMPLOYING COMPANY

- 5.1 During the term of this Agreement, the Employing Company shall, and (where appropriate) shall procure that the NIA Fellow shall:
 - 5.1.1 unless the NIA Fellow is prevented by ill health or accident, devote at least two (2) days per week on average to promote and disseminate the NIA Fellow's Project;
 - 5.1.2 provide the Fellowship Duties with all due care, skill and ability and use its or their best endeavours to promote the interests of UCLPartners and the NIA Programme;
 - 5.1.3 co-operate and collaborate with UCLPartners to deliver, in accordance with the terms of this Agreement, the Project;
 - 5.1.4 take sole responsibility for designing and delivering their innovation under the Project, including financial management and maintaining the highest administrative standards and reputational probity;
 - 5.1.5 take ownership of any equipment purchased by them in connection with the Project and will be responsible for any ongoing maintenance and insurance of any such equipment;
 - 5.1.6 closely monitor the delivery and success of the Project throughout the duration of the Collaboration to ensure that the aims and objectives of the Project are being met and that the relevant obligations under this Agreement are being adhered to;
 - 5.1.7 participate in an ongoing tailored learning programme and attend each of the quarterly NIA Programme review meetings organised by UCLPartners;
 - 5.1.8 demonstrate the progress in diffusing the NIA Fellow's innovation in the NHS;
 - 5.1.9 contribute to evaluation of the NIA Programme and its aims;
 - 5.1.10 demonstrate a willingness to share information and learnings in an open, public and transparent manner;
 - 5.1.11 attend a series of learning events and symposiums specified by UCLPartners;
 - 5.1.12 present the results of the Project at the Intake NIA Summit as notified to the Employing Company and the NIA Fellow by UCLPartners;
 - 5.1.13 behave in an open and collaborative fashion consistent with the ongoing focus on the delivery of the main aims of the NIA Programme and in compliance with NIA Code of Conduct, in particular:
 - (a) submitting their quarterly performance reports in a timely manner as outlined in Schedule 2;
 - (b) benefitting NHS patients and the UK population;

- (c) creating the conditions and cultural change necessary to enable the NHS to adopt innovations more quickly and on a greater scale;
- (d) building and being an exemplar of working in partnership across a broad range of stakeholders, whilst seeking to understand and respecting others' perspectives;
- (e) actively contributing to the establishment of a cohesive, effective network of the other NIA Programme fellows;
- (f) taking personal accountability for learning and development, including being responsive to constructive challenge and feedback; and
- (g) sharing learning openly, widely and proactively to thereby help develop and strengthen the skills and experiences of others and the future value of the NIA Programme; and

5.1.14 comply with all applicable laws, regulations, codes and sanctions, including those which relate to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.

5.2 The Employing Company acknowledges, and shall procure that the NIA Fellow acknowledges, that the NIA Programme is hosted by UCLPartners. Accordingly, at the request of UCLPartners the Employing Company shall (and shall procure that the NIA Fellow shall), in addition to its obligations at Clause 5.1, undertake to provide such support, assistance or information, as reasonably specified or requested by UCLPartners in connection with the terms of this Agreement or the NIA Programme.

5.3 If the NIA Fellow is unable to provide the Fellowship Duties due to illness or injury, the Employing Company shall advise UCLPartners of that fact as soon as reasonably practicable.

5.4 Unless it or they have been specifically authorised to do so by UCLPartners in writing, the Employing Company shall not (and shall procure that the NIA Fellow shall not):

5.4.1 incur any expenditure in the name of or for the account of UCLPartners; and/or

5.4.2 hold itself out as having authority to bind UCLPartners.

5.5 The Employing Company shall, and shall procure that the NIA Fellow shall, comply with all reasonable standards of safety and comply with UCLPartners' health and safety procedures from time to time in force at any of UCLPartners' premises at which the Fellowship Duties are provided and report to UCLPartners any unsafe working conditions or practices.

6. **OBLIGATION TO PROCURE NIA FELLOW'S UNDERTAKING**

6.1 The Employing Company shall procure that the NIA Fellow signs and delivers to the Employing Company the Side Letter on or before the Start Date.

6.2 The Employing Company shall provide UCLPartners with a copy of the Side Letter promptly following its execution and shall not permit the NIA Fellow to participate in the NIA Programme unless and until the Side Letter has been signed.

6.3 The Employing Company shall ensure that the NIA Fellow complies with the obligations set out in the Side Letter throughout the duration of this Agreement and the NIA Programme and shall take all reasonable steps to enforce those obligations if required by UCLPartners.

7. ACKNOWLEDGEMENT AND PUBLICITY

- 7.1 Subject always to compliance with Clause 7.5, the Employing Company shall (and shall procure that the NIA Fellow shall) acknowledge, in a form approved by UCLPartners, the support of the NIA Programme in any materials that refer to the Project and in any written or spoken public presentations about the Project.
- 7.2 The Employing Company shall procure that the NIA Fellow agrees to participate in and co-operate with promotional activities relating to the NIA Fellow's participation in the NIA Programme and the Project that may be instigated and/or organised by UCLPartners. The NIA Fellow also consents to their image, social media handles (as shared with UCLPartners), branding materials, stock images and other marketing materials being used by UCLPartners for the delivery of the NIA Programme, promotional activities and any other activities carried out in relation to the Project.
- 7.3 The Employment Company acknowledges and agrees (and shall procure that the NIA Fellow acknowledges and agrees) that UCLPartners may acknowledge the fact of the NIA Fellow or the Employing Company's involvement in the NIA Programme or the Project as appropriate without prior notice.
- 7.4 UCLPartners or its appointed Representatives may publish any details of the NIA Programme and/or Project and make further press or other public announcements, or release in any form any marketing or other publicity materials or releases, whether in written or oral form, relating to the NIA Programme and/or Project, its participants, results or data.
- 7.5 The Employing Company shall (and shall procure that the NIA Fellow shall) comply with UCLPartners' Branding Guidelines when making any press or other public announcements, or releasing any marketing or other publicity materials (whether in written or oral form) relating to or in connection with the NIA Fellow's participation in the NIA Programme and/or Project (the '**Publicity Material**').
- 7.6 It shall be a material breach and UCLPartners may terminate this Agreement forthwith if it becomes aware the NIA Fellow or, as applicable, the Employing Company has released any Publicity Material in contravention of Clause 7.5.
- 7.7 This Clause 7 will survive termination of the Agreement and shall apply to any NIA Alumni arrangements.

8. CONFIDENTIAL INFORMATION

- 8.1 Each Party acknowledges that during the term of this Agreement, each Party and the NIA Fellow will have access to Confidential Information. Therefore, each Party agrees, and the Employing Company shall procure that the NIA Fellow agrees, to comply with this Clause 8. For the avoidance of doubt, where the Employing Company is the Discloser or the Recipient (as defined in Clause 8.2), shall references shall be construed to cover the NIA Fellow.
- 8.2 Each Party ("**Recipient**") shall keep the Confidential Information of the other Party ("**Discloser**") confidential. The Recipient shall not (except in accordance with the terms of this Agreement, as authorised or required by law, or as authorised by the Discloser), either during the term of this Agreement or at any time after expiry or termination (for any reason):
- 8.2.1 use any Confidential Information for their own benefit or for the benefit of any other person, company or organisation whatever;
- 8.2.2 disclose any Confidential Information to any person, company or other organisation whatever.
- 8.3 The restriction in Clause 8.2 does not apply to any Confidential Information which:

- 8.3.1 is or comes into the public domain other than through the Recipient's unauthorised disclosure;
 - 8.3.2 is already known to that Recipient as evidenced by written records at the time of its disclosure by the Recipient and was not otherwise acquired by the Recipient from the Discloser or via the NIA Programme under any obligations of confidence; or
 - 8.3.3 is at any time after the Effective Date acquired by the Recipient from a third party having the right to disclose the same to that Recipient without breach of the obligations owed by the Recipient.
- 8.4 The Recipient may disclose the Discloser's Confidential Information to those of its Representatives who need to know such Confidential Information for the purposes of the Collaboration provided that:
- 8.4.1 it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
 - 8.4.2 at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this Clause.
- 8.5 The Recipient may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the Discloser as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 8.5, it takes into account the reasonable requests of the Discloser in relation to the content of such disclosure.
- 8.6 The Discloser reserves all rights in its Confidential Information. No rights or obligations in respect of the Discloser's Confidential Information other than those expressly stated in this Agreement are granted to the Recipient, or to be implied from this Agreement.
- 8.7 On the termination of this Agreement, unless such things are needed by it to perform its obligations in relation to the Collaboration or the Project, the Recipient shall:
- 8.7.1 destroy or return to the Discloser all documents and materials (including any copies) containing, reflecting, incorporating or based on the Discloser's Confidential Information;
 - 8.7.2 erase all the Discloser's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and
 - 8.7.3 certify in writing to the Discloser that it has complied with the requirements of this Clause 8.7, provided that the Recipient may retain documents and materials containing, reflecting, incorporating or based on the Discloser's Confidential Information to the extent required by law or any applicable governmental or regulatory authority.
- The provisions of this Clause 8.7 shall continue to apply to any such documents and materials retained by the Recipient.
- 8.8 Except as expressly stated in this Agreement, the Discloser makes any express or implied warranty or representation concerning its Confidential Information.
- 8.9 The provisions of this Clause 8 shall continue to apply after termination of this Agreement.

9. DATA PROTECTION

- 9.1 The Parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 9 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Data Protection Legislation.

10. **INTELLECTUAL PROPERTY RIGHTS**

- 10.1 Each Party agrees, and the Employing Company shall procure that the NIA Fellow agrees, to comply with the terms of this Clause 10.
- 10.2 Except as set out in this Agreement, no Party shall acquire the intellectual property rights of any other Party.
- 10.3 Each Party grants to the other Party a non-exclusive, personal, royalty-free licence for the duration set out in Clause 10.6 to use its Background IPR in relation to the Collaboration to the extent necessary for the other Party to carry out its obligations in relation to the Collaboration.
- 10.4 Any Foreground IPR created solely by one Party in the course of carrying out its obligations under this Agreement shall be owned solely by the Party that created it. The Party shall grant a licence to the other Party, free of charge, for the duration set out in Clause 10.6 below solely for the purposes of the Party carrying out its obligations in respect of the Collaboration.
- 10.5 Each Party shall immediately give written notice to the other Party of any actual, threatened or suspected infringement of any Party's Intellectual Property Rights (including Background IPR and/or Foreground IPR) used in connection of which it becomes aware. Notwithstanding Clause 10.6, this Clause 10.5 shall survive termination of this Agreement.
- 10.6 The provisions of Clause 10.1 to Clause 10.5 shall apply for the duration of this Agreement, and will survive termination of the Agreement to the extent required for any NIA Alumni arrangements.

11. **INDEMNITY**

- 11.1 Subject to Clause 13.3, UCLPartners shall not be liable for any issues that may arise out of or in connection with the Employing Company or (where applicable) the NIA Fellow's running or delivery of the Project.
- 11.2 The Employing Company shall have liability for and shall indemnify UCLPartners against any liabilities, costs, expenses, damages and losses reasonably incurred by UCLPartners as a result of any claim made against UCLPartners for actual or alleged infringement of a third party's Intellectual Property Rights, arising out of or in connection with:
- 11.2.1 UCLPartners' use in accordance with this Agreement of Intellectual Property Rights; or
- 11.2.2 the receipt or use by any person including UCLPartners of the Inventions, Works or other items or services provided by the Employing Company or the NIA Fellow in relation to its participation in the NIA Programme and/or the Project.
- 11.3 The indemnity at Clause 11.2 shall not cover UCLPartners to the extent that a Claim under it results from UCLPartners' negligence or wilful misconduct.

12. **INSURANCE**

- 12.1 Each Party shall ensure that the Insurance Policies are taken out and maintained with reputable insurance companies, and shall on request, supply to the other Party evidence that such Insurance Policies are in place and that the relevant premiums have been paid.

13. LIABILITY

- 13.1 References to liability in this Clause 13 include every kind of liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 13.2 Neither Party may benefit from the limitations and exclusions set out in this Clause 13 in respect of any liability arising from its deliberate default.
- 13.3 Nothing in this Agreement excludes or limits the liability of either Party for:
- 13.3.1 death or personal injury caused by negligence;
 - 13.3.2 fraud or fraudulent misrepresentation;
 - 13.3.3 liability cannot be limited or excluded by law;
 - 13.3.4 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title or quiet possession); or
 - 13.3.5 under any indemnities given in this Agreement.
- 13.4 Subject to Clause 13.2 and Clause 13.3, no Party will be liable to the other Party for any loss of profits, loss of use, loss of production, increased operating costs, loss of business, loss of business opportunity, loss of reputation or goodwill or any other special, consequential or indirect loss, costs or damages of any nature.
- 13.5 Subject to Clause 13.2 to Clause 13.4 (inclusive), each Party's total liability to the other Party under or in connection with this Agreement shall not exceed the liability amount set out in the Party's Insurance Policies.
- 13.6 If any third party makes a claim, or notifies an intention to make a claim, against a Party (the indemnified party) which may reasonably be considered likely to give rise to a liability under this Agreement ("**Claim**"), the indemnified party shall:
- 13.6.1 as soon as reasonably practicable, give written notice of the Claim to the other Party (the indemnifying party), specifying the nature of the Claim in reasonable detail;
 - 13.6.2 not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the indemnifying party (such consent not to be unreasonably conditioned, withheld or delayed), provided that the indemnified party may settle the Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to the indemnifying party, but without obtaining the indemnifying party's consent) if the indemnified party reasonably believes that failure to settle the Claim would be prejudicial to it in any material respect;
 - 13.6.3 give the indemnifying party and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, Representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the indemnified party, so as to enable the indemnifying party and its professional advisers to examine them and to take copies (at the indemnifying party's expense) for the purpose of assessing the Claim; and
 - 13.6.4 subject to the indemnifying party providing security to the indemnified party to the indemnified party's reasonable satisfaction against any Claim, liability, costs, expenses, damages or losses which may be incurred, take such action as the indemnifying party may reasonably request to avoid, dispute, compromise or defend the Claim.

- 13.7 Nothing in this Clause 13 shall restrict or limit the a Party's general obligation at law to mitigate its losses.

14. **WARRANTIES**

- 14.1 The Employing Company shall procure that the NIA Fellow warrants, undertakes and agrees that:

- 14.1.1 they have all necessary resources and expertise to deliver the Project;
- 14.1.2 the application made to UCLPartners leading to this Agreement is true and accurate and achievable by the NIA Fellow and all financial and other information concerning the NIA Fellow which has been disclosed to UCLPartners is to the best of their knowledge and belief, true and accurate;
- 14.1.3 they have not committed, nor shall it commit, any Prohibited Act;
- 14.1.4 they shall comply with all relevant laws and all applicable codes of practice and other similar codes or recommendations, and shall notify UCLPartners immediately of any significant departure from such legislation, codes or recommendations;
- 14.1.5 they shall avoid any conflicts of interest;
- 14.1.6 is not subject to any contractual or other restriction imposed on him or her which may prevent or materially impede him or her from meeting its obligations in connection with its participation in the NIA Programme or the Project; and/or
- 14.1.7 is not aware of anything in his or her own affairs, which he or she has not disclosed to UCLPartners which might reasonably have influenced the decision of UCLPartners to make the offer of a Fellowship place on the NIA Programme on the terms contained in this Agreement.

- 14.2 The Employing Company warrants, undertakes and agrees that:

- 14.2.1 it has all necessary resources and expertise to meet its obligations under this Agreement;
- 14.2.2 it has not committed, nor shall it commit, any Prohibited Act;
- 14.2.3 it shall at all times comply with all applicable laws;
- 14.2.4 all financial and other information concerning the Employing Company which has been disclosed to UCLPartners is to the best of its knowledge and belief, true and accurate; and
- 14.2.5 it is not aware of anything in its own affairs, which it has not disclosed to UCLPartners which might reasonably have influenced the decision of UCLPartners to make the terms contained in this Agreement.

15. **TERMINATION**

- 15.1 Notwithstanding Clause 2, UCLPartners may terminate the Agreement with immediate effect on written notice if at any time:

- 15.1.1 the NIA Fellow or the Employing Company undertake activities that are likely in the opinion of UCLPartners to or do bring the reputation of the NIA Programme, the Collaboration, the Project or UCLPartners into disrepute;
- 15.1.2 the Employing Company or NIA Fellow fails to comply with any term of this Agreement and if capable of remedy and not a material breach fails to rectify

any such failure within fourteen (14) days of receiving written notice detailing the failure;

- 15.1.3 the NIA Fellow or the Employing Company commits or committed a Prohibited Act or breaches the Equality Act 2010, or the Data Protection Legislation;
 - 15.1.4 the Employing Company or, where applicable, the NIA Fellow commits any serious or repeated breach or non-observance of any of the provisions of this Agreement or refuses or neglects to comply with any reasonable and lawful directions of UCLPartners;
 - 15.1.5 the NIA Fellow is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);
 - 15.1.6 the Employing Company or the NIA Fellow is, in the reasonable opinion of UCLPartners, negligent or incompetent in the performance of its obligations under this Agreement including (without limitation) the Fellowship Duties;
 - 15.1.7 the NIA Fellow is declared bankrupt or makes any arrangement with or for the benefit of their creditors or has a county court administration order made against them under the County Court Act 1984;
 - 15.1.8 the Employing Company makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding-up order is made or an administrator or receiver is appointed in relation to the Employing Company;
 - 15.1.9 there is a change in control of the Employing Company within the meaning of section 1124 of the Corporation Tax Act 2010 (or any successor thereto) which may mean that the Employing Company is unlikely to be able to meet its obligations under this Agreement or which risks bringing the NIA Programme, the Collaboration, the Project or UCLPartners into disrepute;
 - 15.1.10 the Collaboration or the NIA Fellow's participation in the NIA Programme is determined by UCLPartners or, subsequently, HM Revenue & Customs to be Deemed Employment;
 - 15.1.11 the NIA Fellow or Employing Company fails (or any of its officers or Representatives fail) to fulfil their obligations relating to payment of taxes;
 - 15.1.12 the Employing Company or the NIA Fellow commits any breach of UCLPartners' policies and procedures; or
 - 15.1.13 the Employing Company or the NIA Fellow commits any offence under the Bribery Act 2010 or the Criminal Finances Act 2017.
- 15.2 The rights of UCLPartners under clause 15.1 are without prejudice to any other rights that it might have at law to terminate this Agreement or to accept any breach of this Agreement on the part of the Employing Company as having brought the Agreement to an end. Any delay by UCLPartners in exercising its rights to terminate shall not constitute a waiver of these rights.
- 15.3 In the event this Agreement is terminated by UCLPartners under Clause 15.1 above then UCLPartners shall have no further liability to either the Employing Company or the NIA Fellow.

16. CONSEQUENCES OF TERMINATION

16.1 On termination of this Agreement, unless such things are needed by it to perform its obligations in relation to the Collaboration or a Project (and only until the end of such time), each Party shall, and shall use all reasonable endeavours to procure that its Representatives shall, as soon as reasonably practicable:

16.1.1 return or destroy (as directed in writing by the other Party) any documents, handbooks, or other information or data provided to it by the other Party for the purposes of this Agreement; and

16.1.2 return all of the other Party's equipment and materials, failing which, the other Party may enter the relevant premises and take possession of them. Until these are returned or repossessed, that Party shall be solely responsible for their safe-keeping.

16.2 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination.

16.3 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect including, but not limited to, Clause 7, Clause 8, Clause 9, Clause 10, Clause 11, Clause 12, Clause 13 and this Clause 16.

17. STATUS

17.1 The relationship of the Employing Company (and the NIA Fellow) to UCLPartners will be that of independent contractor and nothing in this Agreement shall render the Employing Company or the NIA Fellow an employee, worker, agent or partner of UCLPartners and the Employing Company shall not hold itself out as such and shall procure that the NIA Fellow shall not hold themselves out as such.

17.2 The Employing Company shall be fully responsible for and shall indemnify UCLPartners for and in respect of the following:

17.2.1 any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from a determination that the Collaboration or the NIA Fellow's participation in the NIA Programme is Deemed Employment, where such recovery is not prohibited by law. The Employing Company shall further indemnify UCLPartners against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by UCLPartners in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and

17.2.2 any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the NIA Fellow against UCLPartners arising out of or in connection with the provision of the NIA Fellow's participating in the NIA Programme, or the Collaboration or in connection with the Project, except where such claim is as a result of any act or omission of UCLPartners.

18. NOTICES

18.1 Any notice given to a Party under or in connection with this Agreement shall be in writing and shall be:

18.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at the address given in this Agreement or as otherwise notified in writing to the other Party; or

18.1.2 sent by email to the following addresses (or an address substituted in writing by the Party to be served):

- (a) UCLPartners: nia@uclpartners.com.
- (b) Employing Company: [EMAIL ADDRESS].

18.2 Unless proved otherwise, any notice shall be deemed to have been received:

18.2.1 if delivered by hand, at the time the notice is left at the address given in this Agreement or given to the addressee;

18.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

18.2.3 if sent by email, at the time of transmission.

18.3 If deemed receipt under clause 18.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this clause 18.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

18.4 This Clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

19. DISPUTE RESOLUTION

19.1 If any dispute arises in connection with this Agreement, the Parties agree that the matter should first be referred to: (i) the NIA Co- Director for UCLP and (ii) [insert representative for the Employing Company] to first try and resolve such dispute in good faith.

19.2 If the individuals referred to in Clause 19.1 are unable to resolve the dispute within fourteen (14) Business Days of it being referred to them, then the complaint or dispute will be referred to the Chief Executive Officer of UCLPartners or any other individual nominated by UCLPartners if necessary and [insert representative for the Employing Company] who shall work together in good faith to attempt to resolve the dispute.

19.3 If the individuals referred to in Clause 19.2 are unable to resolve the dispute within fourteen (14) Business Days, the dispute shall be escalated the NIA Programme Board and [insert representative for the Employing Company] who shall work together in good faith to attempt to resolve the dispute.

19.4 Should the dispute remain unresolved within forty-two (42) days of the matter first being referred to the individuals set out in Clause 19.2, the Parties agree to enter into mediation in good faith to settle the dispute and will do so in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties within fourteen (14) Business Days following the exhaustion of the escalation procedure, the mediator will be nominated by CEDR. To initiate the mediation, a Party must give notice in writing ("**ADR notice**") to the other Party, referring the dispute to mediation. A copy of the ADR notice should be sent to CEDR. Unless otherwise agreed between the Parties, the mediation will start not later than twenty-eight (28) Business Days after the date of the ADR notice.

19.5 The commencement of mediation shall not prevent the Parties commencing or continuing court proceedings.

20. ENTIRE AGREEMENT

20.1 This Agreement and the Side Letter constitutes the entire agreement between the Parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

20.2 Each Party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

20.3 Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

21. **ASSIGNMENT AND SUBCONTRACTING**

21.1 The Employing Company will not, and shall procure that the NIA Fellow will not, without the prior written consent of UCLPartners, assign, transfer, charge, sub-contract or deal in any other manner with all or any of the rights or obligations under this Agreement.

21.2 UCLPartners may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of the rights or obligations under this Agreement provided that it gives prior written notice of such dealing to the Employing Company.

22. **COSTS**

Each Party will be responsible for its own costs and expenses in connection with the negotiation, execution and enforcement of this Agreement.

23. **FORCE MAJEURE**

The Parties will have no liability to each other under this Agreement if any Party is prevented from or delayed in performing its obligations, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the NIA Fellow, the workforce of UCLPartners, the workforce of the Employing Company or any other Party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that each Party is notified of such an event and its expected duration.

24. **VARIATION**

No variation of this Agreement or of any of the documents referred to in it shall be effective unless it is in writing and signed by the Parties (or their authorised Representatives).

25. **WAIVER**

No failure or delay by either Party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

26. **COUNTERPARTS**

26.1 This Agreement may be executed in any number of counterparts, each of which constitutes a duplicate original, but all the counterparts together constitute the one Agreement.

26.2 No counterpart shall be effective until each Party has delivered to the other at least one executed counterpart.

27. **THIRD PARTY RIGHTS**

27.1 Except as expressly provided elsewhere in this Agreement, a person who is not a Party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

27.2 The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

28. **GOVERNING LAW AND JURISDICTION**

- 28.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 28.2 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Signature page follows

Draft

Schedule 1 - NIA Programme and the Project

Part A: the NIA Programme

- The NIA Programme is commissioned by the Accelerated Access Collaborative at NHS England and delivered in partnership with the 15 Health Innovation Networks, hosted by UCLPartners and chaired by a senior representative for NHS England. [Drafting Note: this section will need to be amended to reflect the changes to NHS England.]
- The NIA Programme aims to contribute to the delivery of a commitment made in the NHS Five Year Forward View to create the conditions and cultural change necessary for proven innovations to be adopted faster and more systematically by the NHS and thereby to deliver examples into practice for demonstrable patient and population benefit.
- The NIA Programme will inter alia support up to 24 NIA Fellows in 2026 (of which the NIA Fellow herein is one) each with the right values and passion for taking forward high-impact innovations to benefit more people, to generate and then publicly share system-wide learnings, and to help increase the scale and pace of diffusion of innovations for patients now and in the future.
- The NIA Programme is not aiming per se to identify best-in-world innovations but to offer specific support to a selected number of NIA Fellows who have met a rigorous selection process and in return for NIA Fellows to commit to then share their learning publicly, widely and openly with others for patient and population benefit.

Support to be provided by UCLPartners

UCLPartners shall, subject to the Employing Company's strict compliance with the terms of this Agreement and subject to the funding requirements for the NIA Programme, provide a range of tailored support with the aim of widening the impact of the NIA Fellow's innovation to benefit more people's lives and to share learnings with others. In support of the main goals of the NIA Programme, UCLPartners will use its reasonable endeavours to offer the NIA Fellow specific elements of support, including:

- support from an experienced team of mentors, tailored to meet the specific requirements of the NIA Fellow as identified during an initial need analysis;
- support and advice on a range of issues, areas and topics relevant to the NIA Fellow and their innovation; and
- an opportunity to promote and disseminate their work and learning through relevant websites, newsletters, national and international learning events, relevant publications and workshops.

Part B: the Project

[DN: INSERT DESCRIPTION OF PROJECT TO BE CARRIED OUT BY THE EMPLOYING COMPANY / THE NIA FELLOW, AS DETAILED IN THE APPLICATION TO THE NIA PROGRAMME]

Schedule 2 – NIA Code of Conduct

[To be inserted]

Draft

Schedule 3 – NIA Fellow Side Letter

[on headed paper of the NIA Fellow]

[Date]

To: [insert name of contact at UCLP]

Hale House Portland Place
76 - 78 Portland Place
London
W1B 1NT

Dear [insert name of contact at UCLP]

Side Letter in Connection with the NIA Fellowship Agreement (the “Agreement”)

I write to you in relation to my participation in the NHS Innovation Accelerator Programme (the “**NIA Programme**”). In consideration of UCLPartners Limited (“**UCLPartners**”) agreeing to enter into the NIA Fellowship Agreement with [Name of Employing Company] (the “**Employing Company**”), dated [Date of Agreement] (“**Agreement**”) (a copy of which is attached to this letter), I agree to the terms set out in this letter.

Unless otherwise defined in this letter, capitalised terms shall have the meanings given to them in the Agreement.

1. Acknowledgement of the Agreement

I acknowledge that under the terms of the Agreement, the Employing Company has agreed to procure my participation in the NIA Programme and ensure that I comply with certain obligations relevant to my role as an NIA Fellow. This letter sets out undertakings provided by me to UCLPartners in connection with my role as an NIA Fellow.

2. Fellow’s Undertakings

I warrant and undertake that I shall:

- procure that the Employing Company shall at all times duly observe and perform the obligations contained in the Agreement (including but not limited to compliance with the NIA Code of Conduct and Clause 5, and I undertake to indemnify UCLPartners on demand in respect of any loss, liability, costs (including reasonable legal costs), damages or expenses it may suffer as a result of any failure by the Employing Company to perform those obligations;
- conduct myself in a professional and courteous manner and in accordance with any applicable policies, guidelines, and regulations specified under the NIA Programme;
- cooperate with the Employing Company and the UCLPartners to ensure my successful participation in the NIA Programme, and the delivery of the Project;
- Without prejudice to any rights the UCLPartners may have against the Employing Company, if I cease to be employed by the Employing Company or the Employing Company ceases to exist or otherwise fails or is unable to duly observe and perform its obligations under the Agreement, observe and be bound by each and all of the terms of the Agreement as if I were a party in place of the Employing Company;
- look solely to the Employing Company for all compensation for any services to be performed by me under the Agreement; and
- comply with the terms of Clause 8 (Confidential information), Clause 9 (Data Protection) and Clause 10 (Intellectual Property Rights) of the Agreement as if they are direct undertakings and agreements between us.

I undertake that no breach by the Employing Company of any of its obligations to me shall constitute or be deemed to constitute a breach by UCLPartners under the Agreement. Accordingly, notwithstanding any such breach by the Employing Company, I undertake to fulfil all of my obligations under this letter and as envisaged by the Agreement if and for so long as UCLPartners fulfils its obligations to the Employing Company.

I acknowledge and agree that failure to comply with the obligations set out in this letter may result in my withdrawal from the NIA Programme.

Yours sincerely,
[Name of NIA Fellow]

Draft

SIGNATURE PAGE

This Agreement has been entered into on the date stated at the beginning of it.

EXECUTED by
for and on behalf of **UCL Partners Limited** (Signature)
..... (Date)

EXECUTED by
for and on behalf of **[Employing Company Name]** (Signature)
..... (Date)

Draft