

**THE UNIVERSITY OF EDINBURGH**

- and -

**UNIVERSITY OF LIVERPOOL**

- and -

**THE SECRETARY OF STATE FOR HEALTH AND SOCIAL CARE**

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NOVATION AGREEMENT

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THIS NOVATION AGREEMENT IS MADE BY AND BETWEEN:

- (1) **The University of Edinburgh** of Old College, South Bridge, Edinburgh, EH8 9YL Scotland (“the **Original Contractor**”)
- (2) **University of Liverpool** of The Foundation Building, 765 Brownlow Hill, Liverpool, L69 7ZX (“the **New Contractor**”)
- (3) **The Secretary of State for Health and Social Care** of 39 Victoria Street, Westminster, London, SW1H 0EU (“the **Authority**”).

WHEREAS:

- A. The Original Contractor and the Authority entered into research contract relating to **NIHR global health research group on preterm birth and stillbirth at the University of Edinburgh (the DIPLOMATIC collaboration) at the University of Edinburgh** being application number **17/63/08** dated **23 April 2018**. (“the **Contract**”)
- B. The parties have agreed to novate the Original Contractor’s rights and obligations under the Contract to the New Contractor on the terms set out in this Novation Agreement.

NOW THIS AGREEMENT WITNESSES:

1. In consideration of the mutual promises set out in this Agreement, the parties agree that with effect from (**01 March 2021**) (“the **Effective Date**”):
  - 1.1. the Original Contractor transfers all its rights and obligations under the Contract to the New Contractor;
  - 1.2. the New Contractor shall enjoy all the rights and benefits of the Original Contractor under the Contract, and all references to the Original Contractor in the Contract shall be read and construed as references to the New Contractor;
  - 1.3. the New Contractor will perform the Contract and be bound by its terms in every way as if it were the original party to it in place of the Original Contractor;
  - 1.4. the Authority will perform the Contract and be bound by its terms in every way as if the New Contractor were the original party to it in place of the Original Contractor;
  - 1.5. each of the Authority and the Original Contractor releases the other from all its future obligations under the Contract;
  - 1.6. nothing in this Agreement shall affect or prejudice any claim or demand that either of the Original Contractor or the Authority may have against the other that relates to matters arising before the Effective Date; and
  - 1.7. the Contract will in all other respects continue on its existing terms.
2. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

SIGNED for and on behalf of the ORIGINAL CONTRACTOR

DocuSigned by:  
By.....  
Name.....  
Position Held..... Head of Research Contracts, Governance & Integrity  
Date ..... 05-Oct-2021 | 12:38 PM BST

SIGNED for and on behalf of the NEW CONTRACTOR

DocuSigned by:  
By.....  
Name.....  
Position Held..... Head of Research Contracts  
Date ..... 05-Oct-2021 | 1:13 PM BST

SIGNED for and on behalf of the AUTHORITY

DocuSigned by:  
By.....  
Name.....  
Position Held..... Contracts Manager  
Date ..... 05-Oct-2021 | 1:50 PM BST

**SECTION 4: FINANCIAL ARRANGEMENTS**

## PAYMENT SCHEDULE

**Project:** NIHR global health research group on preterm birth and stillbirth at the University of Edinburgh (the DIPLOMATIC collaboration) at the University of Edinburgh

**Project Ref:** 17/63/08

**DoH Ref:** 125590

*It is intended that the indicated amounts will be paid by the Authority to the Contractor within thirty (30) days of the dates listed.*

<b>No.</b>	<b>Date of payment</b>	<b>Organisation</b>	<b>Amount</b>
1	01 Apr 2018	The University of Edinburgh	£50,000.00
2	31 Dec 2018	The University of Edinburgh	£202,996.00
3	31 Mar 2019	The University of Edinburgh	£131,398.00
4	30 Jun 2019	The University of Edinburgh	£42,829.00
5	30 Sep 2019	The University of Edinburgh	£107,755.00
6	31 Dec 2019	The University of Edinburgh	£67,057.00
7	31 Mar 2020	The University of Edinburgh	£239,811.00
8	30 Sep 2020	The University of Edinburgh	£154,544.00
9	31 Dec 2020	The University of Edinburgh	£384,517.00
10	31 Mar 2021	The University of Edinburgh	£336,189.00
11	Overpaid funding to be returned to DHSC by 17 September 2021	The University of Edinburgh	£-293,346.38
12	30 Sep 2021	University of Liverpool	£344,531.49
13	31 Dec 2021	University of Liverpool	£114,125.16
14	31 Mar 2022	University of Liverpool	£474,327.85
15	Upon Approval of Submitted FSTOX	University of Liverpool	£124,039.00
<b>TOTAL of all payments</b>			<b>£2,480,773.12</b>

<b><i>Of which are Patent Costs</i></b>	<b>£</b>
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*An appropriate inflation uplift may be added by the Authority to these payments.*

*Upon conclusion of the Research, the Contractor shall submit a Final Statement of Expenditure to the Authority, accounting for all costs properly incurred under the Contract. Only upon receipt of this document, and with agreement from the Authority's Representative, will the final payment of any outstanding funds be made.*