As part of this Model Agreement for Non Commercial Research (Version 2.2, January 2021) Sheffield Hallam University and [insert NHS party name] agree that the provisions shall be varied, as follows:

1. Clause 3.13, relating to Liabilities and Indemnity, shall be replaced in its entirety with the Clause 3.13, below:
   1. Subject to Clause 3.1 and 3.7 the liability of the Participating Site to the Sponsor and the liability of the Sponsor to the Participating Site arising out of or in connection with any breach of this Agreement or any act or omission of either Party in connection with the performance of the Study should be [the greater of the amount of fees payable by the Sponsor to the Participating Site under this Agreement or one hundred thousand (£100,000 GBP) pounds]. For the avoidance of doubt, this cap applies also but not exclusively to the indemnities offered under Clauses 3.3 and 3.4.
2. Clauses 7.2, 7.3 and 7.6, relating to Intellectual Property Rights, shall be replaced entirety by the correspondingly numbered clauses below:
   1. All Intellectual Property Rights and Know-How in the Protocol and other documents and information disclosed by the Sponsor, and in the Study Data, excluding clinical procedures developed or used by the Participating Site independently of the Study, shall be owned in accordance with the Sponsor’s regulations for staff and/ or student Intellectual Property Rights as applicable. The Participating Site hereby assigns all such Intellectual Property Rights, and undertakes to disclose all such Know-How, to the Sponsor.
   2. Subject to Clauses 7.1 and 7.2, all Intellectual Property Rights deriving or arising from the Material or any derivations of the Material provided to the Sponsor by the Participating Site shall be owned in accordance with the Sponsor’s regulations for staff and/ or student Intellectual Property Rights as applicable.
   3. The Participating Site may, with the prior written permission of the Sponsor (such permission not to be unreasonably withheld), use Study Data owned by the Sponsor and gained during the performance of the Study, at its own risk, in the furtherance of its normal activities of commissioning clinical services, teaching and research to the extent that such use does not result in the disclosure or misuse of Confidential Information or the infringement of an Intellectual Property Right of the Sponsor or their Funder or the holder of the Intellectual Property Rights of the Study Drug and/or Intervention. This Clause 7.6 does not permit the disclosure of any of the Study Data, all of which remain confidential until publication of the Results of the Study in accordance with Clause 6.1. For the avoidance of doubt, this clause does not apply to Study Data owned by staff and/ or students of the Sponsor under clause 7.2 or 7.3 above.

For the avoidance of doubt, this rider, together with the Model Agreement for Non Commercial Research (Version 2.2, January 2021) shall form the entire agreement between Sheffield Hallam University and [insert NHS party name] regarding the Study.

For and on behalf of Sheffield Hallam University

Signed:

Name:

Position:

Date:

For and on behalf of [insert NHS party name]

Signed:

Name:

Position:

Date: