

FISCALLY SPONSORED COMMUNITY AGREEMENT

THIS AGREEMENT is dated

2024

PARTIES

- (1) The persons whose names and addresses are set out in Schedule 1 to this Agreement (each a **Community Member** and collectively the **Community**); and
- (2) **OPEN LIFE SCIENCE LIMITED** a private company limited by guarantee incorporated and registered in England and Wales with company number 12824090 whose registered office is at 31 Eaton Estate, Wimblington, March, England, PE15 0QE (**OLS**).

BACKGROUND

- (A) OLS, which is a not-for-profit company dedicated to capacity building and diversifying leadership in research worldwide, provides the platform for unincorporated organisations to obtain grant funding by performing the role of a fiscal host.
- (B) The Community, which is an unincorporated organisation consisting of each Community Member, has submitted an application for OLS to be its fiscal host, which included providing information to enable OLS to perform its careful due diligence on the Community.
- (C) In accordance with the Community Policy, the Community has sought OLS's prior written consent to apply for grant funding awarded by the Grantor. [The Grantor's application form, which was submitted by OLS, was completed and signed off by each Community Member].
- (D) Accordingly, and in accordance with the Community Policy, OLS has entered into an agreement with the Grantor dated [DATE] under which OLS has been awarded grant funding by the Grantor to support the Project in exchange for OLS agreeing to comply with certain obligations (the **Main Contract**).
- (E) In order to meet the requirements of the Main Contract, OLS wishes to sub-contract with each Community Member for the provision of specific elements of the Project's delivery as specified in the Services, on the terms of this Agreement, and in accordance with the provisions set out below.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

Agreement means this fiscally sponsored community contract.

Background IPR means in respect of a party any Intellectual Property Rights (including any modifications or improvements to such Intellectual Property Rights) owned by, licensed to, or otherwise controlled by that a Party before the Effective Date or created after the Effective Date outside of this agreement or the project contemplated by the Main Contract.

Community Representative means [\[FULL LEGAL NAME of community representative\]](#) who is the authorised point of contact to act for and on behalf of the Community.

Community Policy means OLS's community policy as found at [OLS FSC Policy link](#) and at Schedule 5 to this Agreement, or as notified from time to time in writing by OLS to the Community Representative.

Funds is as defined in clause 6.1 of this Agreement.

Grantor means [\[FULL LEGAL NAME OF GRANT FUNDER\]](#), a registered charity in England and Wales (charity number [\[ADD\]](#)) and a company limited by guarantee incorporated and registered in England and Wales with company number [\[ADD\]](#) whose registered office is at [\[ADDRESS\]](#).

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 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.

Main Contract means the agreement with the Grantor described at recital (D) above and attached as Schedule 2.

Mandatory Policies means OLS's mandatory policies and procedures listed in Schedule 5, as amended by notice in writing to the Community from time to time.

Parties means the parties to this Agreement. **Party** shall be construed accordingly.

Project is as defined in the Main Contract.

Services means the services to be provided jointly by each Community Member (whether by themselves, or their agents or sub-contractors) as more specifically set out in Schedule 3.

Substitute means a substitute appointed by a Community Member in accordance with clause 4.2 of this Agreement.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.4 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.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 A reference to any Party shall include that Party's personal representatives, successors and permitted assigns.
- 1.7 A reference to legislation or a legislative provision is a reference to it as amended, extended, or re-enacted from time to time and shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.8 Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
- 1.9 Any 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.

2. EFFECTIVE DATE

This Agreement shall have legal effect from the date on which it is signed by all Parties (the **Effective Date**).

3. BACK-TO-BACK AGREEMENT

- 3.1 With effect from the Effective Date, each Community Member shall:
- 3.1.1 be jointly and severally bound to OLS in respect of the Services as OLS shall be bound to the Grantor under the Main Contract (except as specifically provided in this Agreement);
 - 3.1.2 perform the Services with the highest level of care, skill and diligence; and
 - 3.1.3 not act in any manner which in the opinion of OLS brings or is likely to bring the reputation of OLS or the Grantor into disrepute.
- 3.2 The terms and conditions of the Main Contract shall apply on a back-to-back basis to this Agreement as between OLS and each Community Member, so that OLS and each Community Member shall have in respect of each other and in relation to the Services the same rights, benefits, duties, responsibilities, obligations and liabilities under this Agreement as the Grantor and OLS have in

respect of each other in relation to the services to be provided under the Main Contract.

- 3.3 Except as further provided in this Agreement, the Main Contract shall be used to determine the respective rights and duties of OLS and the Community under this Agreement except that wherever in the Main Contract there is a reference to OLS or a term referring to the OLS, for the purposes of this Agreement a reference to the Community or a term referring to the Community shall be substituted.
- 3.4 Where any term of this Agreement conflicts or is inconsistent with the terms of the Main Contract, the terms and provisions of [this Agreement / the Main Contract] shall prevail.
- 3.5 Each Community Member, who agrees that they have full knowledge and understanding of the Main Contract and of the Services to be provided under this Agreement, shall:
- 3.5.1 perform the Services as set out in Schedule 3, and not make any changes to the Services without OLS's prior written approval;
 - 3.5.2 keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Funds and the provision of the Services for a period of at least [six (6)] years following receipt of any Funds to which they related. OLS shall have the right to review, at OLS's reasonable request, the Community's accounts and records that relate to the expenditure of the Funds and the provision of the Services, with OLS having the right to take copies of such accounts and records
 - 3.5.3 shall keep complete and accurate records of all Services provided under this Agreement for [6] years after its termination or expiry, and shall provide any such records on request to OLS or the Grantor, or allow either of them to inspect such records at any time on reasonable notice;
 - 3.5.4 not constitute, cause or contribute to a breach of any of OLS's obligations under the Main Contract;
 - 3.5.5 comply with all reasonable requirements of OLS in performing the Community Member's obligations under this Agreement; and
 - 3.5.6 give a report, return, account or notice or such other information in writing to OLS as will enable OLS to comply with the requirements of the Main Contract.
- 3.6 Nothing herein shall be construed as creating any privity of contract between each Community Member and the Grantor. The Community shall not contact the Grantor in relation to the Services, other than through or with the prior written consent of OLS.

4. STATUS

- 4.1 The relationship of each Community Member to OLS will be that of independent contractor and nothing in this Agreement shall render them an employee, worker, agent or partner of OLS and each Community Member shall not hold themselves out as such.
- 4.2 A Community Member may, with the prior written approval of OLS, appoint a suitably qualified and skilled Substitute to perform the Services on their behalf, provided that the Substitute shall be required to enter into direct undertakings with OLS, including with regards to confidentiality. If OLS accepts the Substitute, the Community shall be jointly and severally responsible for the remuneration of the Substitute. For the avoidance of doubt, the relevant Community Member will continue to be subject to all duties and obligations under this Agreement for the duration of the appointment of the Substitute.
- 4.3 This Agreement constitutes a contract for the provision of the Services and not a contract of employment and accordingly each Community Member shall be fully responsible for, and shall indemnify OLS for all costs, expenses, losses and liabilities relating to:
- 4.3.1 any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where the recovery is not prohibited by law; and
 - 4.3.2 any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Community Member or any Substitute against OLS arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of OLS.
- 4.4 OLS may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Community.
- 4.5 Each Community Member hereby appoints and authorises the Community Representative (as nominated by the Community and notified to OLS from time to time) to receive all correspondence [and payments] on its behalf. Each Community Member acknowledges and agrees that in the case OLS makes a payment or gives correspondence to the Community Representative, its obligation to do so has been fulfilled.

5. INDEMNITY [AND INSURANCE]

- 5.1 Each Community Member shall jointly and severally indemnify OLS against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by OLS arising out of or in connection with:
- 5.1.1 any breach of the warranty contained in clause 18;

- 5.1.2 a Community Member's breach or negligent performance or non-performance of this Agreement or the Services;
 - 5.1.3 the enforcement of this Agreement;
 - 5.1.4 any claim made against OLS for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the Services; and
 - 5.1.5 any claim made against OLS by the Grantor or a third party arising out of or in connection with the provision of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by the Community or its Substitute.
- 5.2 If payment due from the Community under this clause 5 is subject to tax (whether by way of direct assessment or withholding at its source), OLS shall be entitled to receive from the Community such amounts as shall ensure that the net receipt, after tax, to OLS in respect of the payment is the same as it would have been were the payment not subject to tax.
- 5.3 Nothing in this clause 5 shall restrict or limit OLS's general obligation at law to mitigate any loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.
- 5.4 Liability under this indemnity is limited under clause 9 of this Agreement.
- 5.5 [The Community shall maintain in force suitable insurance to cover any claim against Community Members, or any person that the Community engages whether the claim is because of this Agreement or for some other reason, and the Community shall supply proof of such insurance upon the written request of OLS].

6. FUNDS, FEES AND EXPENDITURE

- 6.1 OLS shall pay to [each Community Member / the Community Representative on behalf of the Community] as full consideration for the performance of their duties under this Agreement the amounts and at the times set out in Schedule 4 ("**the Funds**") subject to:
- 6.1.1 the Funds being available to OLS from the Grantor when the payment falls due;
 - 6.1.2 [each Community Member / the Community Representative on behalf of the Community] providing OLS with an invoice which is inclusive of all fees and taxes, dated, and containing a summary of the Services provided and the fee payable;
 - 6.1.3 OLS being satisfied that such payment will be used for proper expenditure in the delivery of the Services; and
 - 6.1.4 each Community Member not being in breach of the terms and conditions of this Agreement and the Main Contract.

- 6.2 Subject to clause 6.3 of this Agreement, OLS shall pay each undisputed invoice submitted in accordance with 6.1.2 in full within 30 days of receipt.
- 6.3 OLS reserves the right to withhold payment of the Funds, or part of the Funds, if it is not satisfied (acting reasonably) with the quality of delivery of the Services, until such time as it is satisfied. Where OLS withholds payment of the Funds, or part of the Funds in accordance with this clause 6.3, this shall not be considered a breach of this Agreement.
- 6.4 Each Community Member acknowledges and agrees:
- 6.4.1 that it will not incur any expenditure in the name of or for the account of OLS or give the impression that it is allowed to do so unless the Community Member has been specifically authorised to do so in writing by OLS;
 - 6.4.2 that the Funds shall not be increased in the event of any overspend by the Community in its delivery of the Services;
 - 6.4.3 that OLS is not responsible for any taxes, currency conversions, transfer costs and other charges that may apply to the Funds (and to the extent that any such costs do apply, they shall be the responsibility of the Community); and
 - 6.4.4 to comply with, and provide reasonable assistance to OLS to ensure OLS's compliance with, all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns.

7. INTELLECTUAL PROPERTY

- 7.1 All Background IPR is and shall remain the exclusive property of the party owning it (or, where applicable, the third party from whom its right to use the Background IPR has derived) and nothing in this agreement shall operate to transfer any Background IPR of one party to the other.
- 7.2 Each party grants to the other party a worldwide, fully paid up, non-exclusive, non-transferable, sublicensable only in accordance with this agreement, royalty-free licence to use the first party's Background IPR to carry out the Project. Any license granted in accordance with this clause 7.2 shall terminate upon termination of this Agreement.
- 7.3 OLS intends to make the Intellectual Property Rights granted to OLS under the terms of the Creative Commons Attribution 4.0 Generic licence ("**CC BY 4.0 Licence**") publicly available. Each Community Member permits OLS to license any Project materials on the same terms as the CC BY 4.0 Licence, permitting copying, redistribution, remixing, transformation, and building upon the Project materials, subject to giving appropriate credit to OLS, Grantor and/or the Community.
- 7.4 OLS shall be entitled to use and share with the Grantor or any other person specified in the Main Contract, any information or materials provided to it by the Community if required to do so under the Main Contract, and to grant to any

person a sub-licence to the Community's Background IPR that are required for this purpose.

7.5 [To the extent that any Intellectual Property Rights are generated, conceived or reduced to practice in the course of activities under this agreement ("**Arising IP**") during the Term, it shall be owned as follows: [insert]].

8. COMPLIANCE WITH LAWS AND REGULATIONS

8.1 Each Party shall, and shall procure that any Substitute shall, at its own expense:

8.1.1 comply with all laws and regulations in place from time to time relating to its activities under this Agreement, as they may change from time to time; and

8.1.2 obtain and maintain any licences, registrations, permits and/or approvals required relating to the Project and/or provision of the Services.

9. LIMITATION OF LIABILITY

9.1 Nothing in this Agreement shall limit or exclude the liability of either OLS or the Community for:

9.1.1 death or personal injury caused by its negligence, or the negligence of its Substitute, employees, agents or subcontractors (as applicable);

9.1.2 fraud or fraudulent misrepresentation or wilful default; and

9.1.3 any matter for which it would be unlawful to exclude or restrict liability.

9.2 OLS shall not be responsible to any Community Member for any failure to perform its obligations under this Agreement where there is a corresponding failure by the Grantor to perform its obligations under the Main Contract, provided that OLS takes all reasonable steps to pursue its rights under the Main Contract.

9.3 Subject to clause 9.1, the Parties acknowledge that OLS is entering into this agreement purely in its capacity as a fiscal host for the Community and Grantor and as such OLS' total aggregate liability to all of the Community Members (whether in contract, tort including negligence, breach of statutory duty, restitution or otherwise) in respect of all and any loss or damage howsoever caused will be limited to £1.00.

9.4 Unless a Party notifies the other Parties that it intends to make a claim in respect of an event within the notice period, the other Parties shall have no liability for that event. The notice period for an event shall start on the day on which the Party wishing to make a claim became, or ought reasonably to have become, aware of its having grounds to make a claim in respect of the event and shall expire [3] months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

10. TERM AND TERMINATION

- 10.1 This Agreement shall be effective on and from the Effective Date and shall continue in force until the Parties have discharged all their obligations under it unless:
 - 10.1.1 the Main Contract is terminated for any reason, in which case this Agreement shall automatically terminate, without further action being necessary by the Parties; or
 - 10.1.2 this Agreement is terminated by one of the Parties in accordance with clause 10.2.
- 10.2 Either Party may terminate this Agreement with immediate effect by giving written notice to the other Parties if a Party:
 - 10.2.1 fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
 - 10.2.2 commits a breach of any term of this Agreement (other than failure to pay any amounts due under this Agreement) and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
 - 10.2.3 repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
 - 10.2.4 suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
 - 10.2.5 the other Party takes or has taken against it/them (other than in relation to a solvent restructuring) any step or action towards its/their entering bankruptcy, individual voluntary arrangement, debt relief orders, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets, or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this clause 10.2.5.
- 10.3 OLS may terminate this Agreement immediately by giving written notice if:
 - 10.3.1 a Community Member is in material breach of their obligations under clause 8 of this Agreement; or

- 10.3.2 a Community Member does, or omits to be done, anything which in the reasonable opinion of OLS does or is reasonably likely to reduce or diminish the reputation, image or prestige of OLS or the Grantor; or
- 10.3.3 if OLS is of the reasonable opinion that a Community Member is incompetent, careless, or ineffective in the delivery of the Services.
- 10.4 Termination of this Agreement shall be without prejudice to any rights that have accrued by either Party prior to the date of termination.
- 10.5 On termination or expiry of this Agreement, the following clauses shall continue in force: clause 1(interpretation), clause 12 (dispute resolution), clause 17 (confidentiality), clause 21 (governing law) and clause 23(jurisdiction).

11. FURTHER ASSURANCE

The Parties shall, and shall use all reasonable endeavours to, procure that any necessary third party shall promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

12. DISPUTE RESOLUTION

- 12.1 OLS will notify the Community Representative immediately of any dispute arising out of, or made in connection with, the Services.
- 12.2 Any dispute arising between OLS and the Community Representative (for and on behalf of the Community) under or in connection with this Agreement shall be negotiated between them in good faith. In the event that no resolution is agreed within 30 days of the dispute:
 - 12.2.1 A Party may refer the dispute to mediation by serving written notice (the **Mediation Notice**) on the other Parties, and the mediation will be conducted in accordance with the procedures established by CEDR; and
 - 12.2.2 in the event that the mediation does not achieve resolution of the dispute within 60 days of the Mediation Notice being served, the dispute shall be submitted to binding arbitration to be conducted in accordance with the Arbitration Act 1996 and the LCIA procedural rules, with the seat of arbitration being London.
- 12.3 Nothing in this clause 12 prejudices the rights of a Party to seek injunctive relief from the court where their rights or interests may otherwise be jeopardised.

13. COUNTERPARTS

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

14. THIRD PARTY RIGHTS

No one other than a Party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

15. ASSIGNMENT

Subject to clause 4.2, no Community Member shall assign, transfer or deal in any other manner with any or all of its rights and obligations under this agreement without the prior written consent of OLS.

16. NO PARTNERSHIP OR AGENCY

16.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

16.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

17. CONFIDENTIALITY

17.1 The Parties agree to treat as secret and confidential and not at any time for any reason to disclose or permit to be disclosed to any person or persons or otherwise make use of or permit to be made use of any information relating to the business affairs or finances (as the case may be) of another Party or the Grantor where knowledge or details of the information was received during the period of or in connection with this Agreement and the Main Contract (**Confidential Information**).

17.2 The obligations of confidence referred to in this clause 17 shall not apply to any Confidential Information which:

17.2.1 is in the possession of and is at the free disposal of the disclosing Party or is published or is otherwise in the public domain prior to the receipt of such information by the disclosing Party;

17.2.2 is or becomes publicly available on a non-confidential basis through no fault of the disclosing Party; or

17.2.3 is received in good faith by the disclosing Party from a third party who on reasonable enquiry by the disclosing Party claims to have no obligations of confidence to the other Party in respect of it and imposes no obligations of confidence upon the disclosing Party.

18. WARRANTY

Each Party represents and warrants that it has full capacity and authority to enter into and to perform the obligations under this Agreement, and in respect of OLS this

Agreement is executed by its duly authorised representative and represents a binding commitment on it.

19. PUBLICITY

- 19.1 Each Community Member shall not, whether orally or in writing, publicly disclose, issue any press release or make any other public statement, or otherwise communicate with the media, concerning the existence of this Agreement or the subject matter hereof, or the Main Contract or the subject matter thereof, without the prior written approval of OLS, except if and to the extent that a Community Member is required to make any public disclosure or filing regarding the subject matter of this Agreement or the Main Contract by applicable law or in connection with enforcing its rights under this Agreement.
- 19.2 Each Community Member shall not use either OLS's or the Grantor's name or branding, including any logo or domain names, in any promotional material, marketing material, similar material or announcement without the prior written consent of OLS. To the extent that any such approval is given, use must be in accordance with relevant branding guidelines.
- 19.3 Nothing in this Agreement constitutes an endorsement by OLS or the Grantor of a Community Members' goods or services, and each Community Member must not conduct themselves in a way that implies any endorsement or authorisation by either OLS or the Grantor.

20. NOTICES

- 20.1 Any notice given to a Party under or in connection with this Agreement shall be in writing and shall be sent by email to, in the case of a notice given to OLS, [ADD], and, in the case of a notice given to the Community Representative, [ADD].
- 20.2 Any notice delivered in accordance with this clause 20 shall be deemed received at the time of completion of transmission by the sender.
- 20.3 The Community Representative, who is the authorised point of contact to act for and on behalf of the Community, hereby agrees to distribute all notices to the Community.

21. VARIATION

- 21.1 No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

22. GOVERNING LAW

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.

23. JURISDICTION

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).

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

SCHEDULE 1 – COMMUNITY MEMBERS

FULL LEGAL NAME	RESIDENTIAL ADDRESS	EMAIL ADDRESS

SCHEDULE 2 - MAIN CONTRACT

[ADD]

SCHEDULE 3 - SERVICES

[ADD]

SCHEDULE 4 - FEES

[ADD]

SCHEDULE 5 - MANDATORY POLICIES

Signed by [NAME OF
DIRECTOR] for and on
behalf of **OPEN LIFE
SCIENCE LIMITED** on
[DATE]

.....

Director

Signed by [NAME] on
[DATE]

.....

Community Member

Signed by [NAME] on
[DATE]

.....

Community Member

Signed by [NAME] on
[DATE]

.....

Community Member