DATED **16th December 2016**

Papworth Hospital NHS Foundation Trust **(1)**

and

Viamed Limited **(2)**

Development Agreement

THIS AGREEMENT is made on 16th December 2016 **BETWEEN:**

(1) **Papworth Hospital NHS Foundation Trust** of Papworth Everard, Cambridge, Cambridgeshire CB23 3RE (the "**Hospital**"); **and**

(2) **Viamed Limited** with registered company number **1291765** and registered office at 15 Station Road, Cross Hills, West Yorkshire, Keighley, BD20 7DT (the "**Company**")

(the "**Contract**").

WHEREAS

(A) The Company has developed a proposal for the development of a healthcare product which matches criteria set by the Hospital (the "**Project**").

(B) The Hospital has agreed to award a Contract to research the feasibility of a healthcare product developed by the Company in accordance with its proposal.

(C) The Company shall undertake the development of the healthcare product in collaboration with health economists, clinicians and other members of the NHS.

(D) The Hospital has appointed an agent to act on its behalf in respect of certain obligations under this Agreement in relation to the payment of funds, and monitoring through the collection of reports, results and data.

1 Definitions

1.1 As used in the Agreement, the following terms and expressions shall have the meaning ascribed to them below:

"**Approved Cost**" means the costs to be paid by the Hospital to the Company under this Agreement and set out in Schedule 2;

"**Agent**" means the agent appointed by the Hospital and referred to in clause 25.11;

"**Background IPR**" means all Intellectual Property Rights used in the performance of this Agreement owned by or licensed to the parties, other than the Project Intellectual Property;

"**Business Day**" means a day on which banks are ordinarily open for the transaction of normal banking business in London;

"**Confidential Information**" means any information disclosed by a party to another party that has been designated in writing as confidential or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, developments, trade secrets, Intellectual Property Rights, know how, personnel, customers and supplier of either party, all personal data and sensitive personal data within the meaning of the Data Protection Act 1998 and any other commercially sensitive information;

"**Commencement Date**" means 16th December 2016;

"**Completion Date**" means 15th June 2017;

"**Contract Period**" means a period of six calendar months from the Commencement Date;

"**Criteria**" means the criteria set by the Hospital which must be complied with by the Company in its Proposal for the award of the Contract;

"**Data**" means information collected and/or used for the purposes of the Feasibility Study set out in this Agreement which can be processed manually, electronically or by other means;

"**Deliverables**" means the outputs of the Feasibility Study as agreed between the parties and as set out in Schedule 1;

"**DPA**" means the Data Protection Act 1998 and any subordinate legislation made under this Act from time to time;

"**Feasibility Study**" means the feasibility study as defined in Schedule 1 to be undertaken by the Company in collaboration with the NHS;

"**FOIA**" means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;

"**Force Majeure**" means any cause preventing any party from performing any or all of its obligations which arises from or is attributable to the acts, events, omissions or accidents beyond the reasonable control of the party so prevented, including without limitation any strike, lock-out or other form of industrial action, war, riot, civil commotion, terrorism, malicious damage, compliance with law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or act of God;

"**Insolvency Event**" has the meaning set out in clause 17.4.1;

"**Intellectual Property Rights**" means all intellectual property rights throughout the world for the full term of the rights concerned, whether or not registered and whether or not registerable, including without limitation, copyright, database rights, patents, rights in inventions, know-how and technical information, rights in designs, registered trademarks (including business and brand names, domain names, devices and logos), and all forms of protection of a similar nature which have an equivalent effect to any of them and the right to apply for any of the foregoing anywhere in the world;

"**Key Personnel**" means the employees of the Company, engaged in the performance of the Feasibility Study and set out in Schedule 3;

"**Personal Data**" means information relating to an individual who can be identified from it;

"**Project**" means the Feasibility Study;

"**Quarter**" means the periods ending on 3 and 6 months after the Commencement Date;

"**Results**" means any Data or information generated by the Project;

"**Variation**" means a variation to this Agreement executed through the completion of a Variation to Agreement Form and signed on behalf of the Parties in accordance with clause 22;

"**Variation to Agreement Form**" means the form attached to this Agreement in Schedule 5.

1.2 In this Agreement (except where context otherwise requires):

1.2.1 any reference to a recital, clause, appendix or schedule is to the relevant recital, clause, appendix or schedule of or to this Agreement and any reference to a sub-clause or paragraph is to the relevant sub-clause or paragraph of the clause, appendix or schedule in which it appears;

1.2.2 the clause headings are included for convenience only and shall not affect the interpretation of this Agreement;

1.2.3 use of the singular includes the plural and vice versa;

1.2.4 use of any gender includes the other gender;

1.2.5 any references to "persons" includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundation and trusts (in which case whether or not having separate legally personality); and

1.2.6 any reference to a statute, statutory provision or subordinate legislation ("legislation") shall (except where the context otherwise requires) be construed as referring to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation.

1.3 The Schedules, appendices and recitals form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the schedules, appendices and recitals.

1.4 In the event of any conflict between the provisions of this Agreement and the provisions of the schedules or appendices, the provisions of this Agreement shall prevail.

2 Term of this Agreement

2.1 This Agreement shall commence on the Commencement Date and shall continue for a period of 6 months.

3 Project Management

3.1 The Company shall appoint a project director to be responsible for overall direction of the Project.

3.2 The Company shall designate the Key Personnel to work on the Project.

3.3 The Company shall procure that the Key Personnel shall perform the Feasibility Study in accordance with this Agreement and any further or supplementary agreement entered into between the Parties and that such members of staff are advised of any changes in the scope of this Agreement or the Project.

3.4 The Company must comply with the objectives of the Project set out in Schedule 1 and the Criteria.

3.5 In addition to compliance with its reporting obligations under clause 9 the Company must notify the Agent and the Hospital and any relevant research ethics committee, if required, of any proposed deviation from the agreed protocol or if significant developments occur as the Project progresses, whether in relation to the safety of individuals or to scientific direction.

3.6 Company shall ensure that all Key Personnel obey the directions of the project director appointed pursuant to clause 3.1.

3.7 The Agent shall have the authority to act on behalf of the Hospital in respect of certain rights and obligations where expressly stated in this Agreement.

4 Feasibility Study

4.1 The Company shall undertake the Feasibility Study from the Commencement Date for the Contract Period, in accordance with the provisions of Schedule 1 and shall use its reasonable endeavours to complete the performance of the Feasibility Study pursuant to the timelines set out in Schedule 1 or as otherwise agreed in writing between the parties.

4.2 The Feasibility Study shall be subject to amendment as may be agreed in writing by the parties, including but not limited to as a result of collaboration undertaken pursuant to clause 4.6, and each party shall consider in good faith any reasonable amendments proposed by the other party from time to time during the term of this Agreement.

4.3 For the avoidance of doubt, the Approved Costs provided for in Schedule 2 to be paid by the Hospital shall not be increased as a result of any amendments to the Feasibility Study provided under this Agreement.

4.4 Company shall at all times during the period of this Agreement use all reasonable care and skill in connection with the performance of the Feasibility Study and perform its obligations in accordance with the provisions of clause 16 (Ethics and Compliance*)*.

4.5 It is a condition for receipt of the funding from the Hospital that, in the performance of the Feasibility Study, the Company:

4.5.1 collaborates with clinicians and other members of NHS staff to ensure that the outcome of the Project meets the needs of the NHS;

4.5.2 collaborates with health economists appointed by the Hospital at such location and at such times as directed by the Hospital or the Agent; and

4.6 A representative from the Company engaged in the Feasibility Study shall meet once per 3 months with the Agent to discuss the progress of the Project. The Company shall be obliged to take into account the opinion of clinical feedback referred to in

clause 4.5 in its research development and where reasonable make changes to the focus of the Feasibility Study should the parties agree it.

4.7 In the event of a failure by the Company to comply with its obligations under clauses 3.4, 4.5 and 4.6 above, the Hospital may in its discretion terminate this Agreement and give notice to the Company requiring repayment by the Company of some or all of the Approved Costs paid to the Company up until the date of receipt of such notice.

5 Staff Appointments

5.1 The Company shall ensure compliance by its staff with the Hospital's Equality and Diversity policy and any other policies notified to the Company by the Hospital in writing, from time to time.

5.2 The Company shall promptly notify the Hospital following the occurrence of one or more of the following events:

5.2.1 if any one or more of the Key Personnel terminates their employment with the Company; or

5.2.2 if any one or more of the Key Personnel is unable or unwilling to continue working on the Project.

5.3 In the event of the occurrence of one or both of the events in clause 5.2 above, the Company shall use its reasonable endeavours to identify a suitable replacement which is acceptable to the Hospital (such consent not to be unreasonably withheld or delayed).

5.4 In the event that either or both of the events specified in clause 5.2 occurs and the Company is unable to locate a suitable replacement within 30 days pursuant to clause 5.3 the Hospital shall be entitled to terminate the Agreement upon 30 days' notice where in the Hospital's reasonable opinion the lack of availability of the member of staff in question may cause a material risk to the satisfactory performance of the Project.

6 Payment

6.1 Subject to clause 6.2, the Agent shall make payments to the Company as follows:

6.1.1 All payments shall be made on the Commencement Date and thereafter Quarterly provided always that the Company shall, throughout the term of this Agreement, submit each Quarter a financial and progress report detailing actual expenses incurred and Deliverables achieved by such expenses, and;

6.2 The Agent reserves the right to recover any part of the payments made to the Company at any time during the term of this Agreement in the event that:

6.2.1 the Company fails to achieve the Deliverables;

6.2.2 the Company uses such payment for purposes which are other than the provision of the Feasibility Study;

6.2.3 there are material variations to the Feasibility Study which have not been previously agreed in writing with the Hospital, or;

6.2.4 there is any material breach of this Agreement by the Company.

6.3 The total amount to be paid by the Hospital to the Company shall not exceed the Approved Costs. Subject to these limits the Company is free to administer the funds within the terms of this Agreement without further reference to the Hospital.

6.4 The parties acknowledge and agree that all sums paid by the Hospital to the Company under this Agreement, whether directly or through the Agent, are inclusive of any applicable value added or sales tax or any other duties, taxes or imports.

6.5 On completion of the Project and subject to clause 6.2 above, any final payments in respect of costs properly incurred under the Agreement will be paid by the Agent to the Company within 90 days, provided that:

6.5.1 a written claim has been provided by the Company in accordance with clause 6.1 ;

6.5.2 financial and progress reports required under clauses 8 and 9 have been supplied in writing; and

6.5.3 the Project has been completed to the satisfaction of the Agent.

6.6 In the event of early termination of this Agreement prior to completion of the Project, save in the cases where the Hospital has terminated the Agreement pursuant to clause 17.4, the Hospital, whether directly or through the Agent, shall be entitled to recover any part of the payments for which the Company has failed to satisfactorily deliver the Deliverables prior to the date of termination.

6.7 If at any time an overpayment has been made to the Company for any reason whatsoever, the amount of such overpayment shall be taken into account in assessing any further payments, or shall be recoverable from the Company at the Hospital's discretion.

6.8 If any sum of money shall be due from the Company to the Hospital, the same may be deducted from any sum then due or which at any time thereafter may become due to the Company under this Agreement or any other agreement with the Hospital.

7 Equipment

7.1 The Company shall take all practical steps to purchase any materials and equipment to be used in connection with the Project at a fair and reasonable price. The Agent may require to inspect original quotations and invoices issued to the Company for equipment or materials purchased in connection with the Project and may refuse payment in relation to any claim made in respect of such purchases if the Company does not provide this documentation on request.

7.2 Following the Completion Date, and after the final presentation of the Results and Data of the Project, all equipment purchased for use on the Project with funds provided by the Agent on behalf of the Hospital shall become the property of the Company.

8 Accounting obligations and Audit

8.1 Company shall maintain during the term of this Agreement and for 7 years following termination or expiry of this Agreement proper, full and accurate financial and accounting records regarding its use of funding received from the Agent on behalf of the Hospital pursuant to this Agreement.

8.2 Company grants to the Agent and to any statutory or regulatory auditors of the Hospital the right to access the Company's financial records upon reasonable notice for audit and inspection (including the right to take copies) at all reasonable times during business hours.

8.3 The Company shall provide all reasonable assistance at all times during the term of this Agreement and during the period of two years after termination or expiry of this Agreement for the purposes of allowing the Agent and the Hospital to obtain such information as is necessary to fulfil the Hospital's obligations to supply information for any parliamentary, governmental, judicial or other administrative purposes and/or to carry out an audit of the Company's compliance with this Agreement including all activities, performance, security and integrity in connection with the Agreement.

8.4 The Agent shall have the right to retain all Data and any financial information received from the Company including but not limited to the financial and progress reports made by the Company pursuant to clause 6.1 for 7 years following termination or expiry of this Agreement.

9 Monitoring and reporting

9.1 Company shall provide a written report to the Agent in the form specified in Schedule 4 within 5 Business Days of the end of the first Quarter on the progress of the Project to date, specifying all Results and Data created or obtained or which have otherwise arisen in connection with the Project up until the end of that Quarter.

9.2 Progress of the Project will be monitored generally by the Agent including, but not limited to, monitoring for compliance with the Deliverables detailed in Schedule 1 and the Criteria.

9.3 Within 14 Business Days of the end of the Project, the Company shall provide to the Agent a Feasibility Study Report in the form described in Schedule 4, showing all Data, methods, Results and provisional conclusions together with management information, a schedule for the development of the healthcare product and any other information relating to the Project.

9.4 The Agent shall have the right, at any time during the term of this Agreement to visit the Company's premises to evaluate the performance by the Company of its obligations under this Agreement and in connection with the Project.

9.5 The Company agrees to participate in surveys and other activities organised by the Agent for the purpose of collating suitable metrics, updated and published from time to time by the SBRI Healthcare management board, in order to demonstrate impact and the return on investment to funders of the programme for a period not less than 3 years from the Completion Date.

10 Confidential Information

10.1 In respect of any Confidential Information it may receive from the other party, the receiving party undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party, without the disclosing party's prior written consent provided that:

10.1.1 the receiving party shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the commencement of the Agreement; and

10.1.2 nothing shall be construed in this Agreement as to prevent either party from using data processing techniques, ideas, know-how and the like gained during the performance of the Agreement in the furtherance of its normal business, to the extent that this does not result in a disclosure of Confidential Information or the unauthorised processing of any Personal Data.

10.2 Clause 10.1 above shall not apply to any Confidential Information received by one party from the other which:

10.2.1 is or becomes public knowledge (otherwise than by breach of this clause);

10.2.2 was in the possession of the receiving party, without restriction as to its disclosure, before receiving it from the disclosing party;

10.2.3 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or

10.2.4 must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the party making the disclosure, including any requirements for disclosure under the FOIA, or the Environmental Information Regulations, pursuant to clause 12 (Freedom of Information).

10.3 Each party shall ensure that its staff or its professional advisors or consultants who have access to the Confidential Information are aware of such party's confidentiality obligations under this Agreement.

10.4 The obligations of each of the parties contained in this clause 10 shall continue without limit in point of time. In the event that the Company fails to comply with this clause the Hospital reserves the right to terminate the Agreement by notice in writing with immediate effect.

11 Personal Data and Data Protection

11.1 Personal Data shall be treated as confidential at all times and the Company shall comply with the provisions of the DPA.

11.2 The Hospital shall supply copies of any guidance which may be required by the Company in the performance of the Project, including but not limited to the following documents:

11.2.1 the Medical Research Council's "Personal Information in Medical Research", as amended from time to time; and

11.2.2 the "NHS Confidentiality Code of Practice", guidelines on the use and protection of patient information, as amended from time to time.

11.3 The Company shall ensure compliance with any guidance documents provided to it pursuant to clause 11.2 above, and with any other guidance or regulations in relation to data as the Hospital may advise from time to time.

11.4 The Company shall at all times be responsible for ensuring that all Data (including Data in any electronic format) is stored securely. The Company shall take appropriate measures to ensure the security of all Data and guard against unauthorised access, disclosure, loss or destruction of all Data while in its custody.

11.5 Personal Data shall not be made available to anyone other than those employed directly on the Project by the Company, to the extent that they need access to such information for the performance of their duties.

11.6 The Company shall fully indemnify and hold harmless the Hospital and/or the Agent, their employees and agents against all liabilities, losses, costs, charges and expenses incurred as a result of any claims, demands, actions and proceedings made or brought against the Hospital and/or Agent by any person in respect of any loss or distress to that person by the loss, unauthorised disclosure of Personal Data or medical records by the Company, or any sub-contractor, servant or agent of the Company or any person within the control of the Company.

11.7 The Company shall, at its own expense, conduct any litigation arising from any claims relating to its use of Personal Data brought by any person in respect of any loss or distress to that person by the loss, unauthorised disclosure of Personal Data or medical records by the Company.

11.8 No Personal Data shall be included in any publications without the prior agreement in writing of the individual concerned. No mention shall be made of individual officers of the Hospital, nor shall information be included which might lead to their identification, without the prior agreement in writing of the Hospital.

11.9 The Company shall ensure that all basic factual Data is anonymised as and when it is obtained and that the key to personal identities of all persons to whom the Data relates is kept in a separate and secure place. The Company shall not supply the Agent or the

Hospital with copies of any specific basic factual (or "raw") Data obtained in connection with the Project other than in an anonymised form.

12 Freedom of Information

12.1 The Company acknowledges that the Hospital and the Agent are subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall provide all reasonable assistance to and cooperate with (at its own expense) the Hospital and/or the Agent to enable the Hospital or Agent as appropriate to comply with any information disclosure requirements.

12.2 Notwithstanding the generality of clause 12.1, the Company shall provide the Hospital and/or Agent within five working days of receipt of a request for assistance from the Hospital and/or Agent with such information in its possession or power as may be reasonably requested in order to assist the Hospital to comply with its obligations under the FOIA.

13 Publicity

13.1 Subject to the other provisions of this clause, the Hospital may publish details of the Project for any non-commercial purpose.

13.2 If either party wishes to make any 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 this Agreement, the Project Intellectual Property, the Project, Results or Data, or relating to the other party's Background Information, such party (the "**Publishing Party**") shall

13.2.1 obtain the prior written approval of the other party (the "**Owning Party**") in accordance with clause 13.3 and 13.4 below, which will include approval of the form and content of the announcement or release of materials; and

13.2.2 name the Owning Party should such party require it in such material (which naming, in the case of the Hospital, shall be subject to the provisions of clause 13.5).

13.3 To obtain the approval described in clause 13.2.1 the Publishing Party shall no less than 60 calendar days before using the material referred to in clause 13.2 submit in writing all drafts of such material (the "**Draft Material**") to the Owning Party.

13.4 Following receipt of the Draft Material in accordance with clause 13.3, the Owning Party shall have a period of 30 calendar days in which to:

13.4.1 approve the Draft Material; or

13.4.2 withhold approval where either in the Owning Party's reasonable opinion the Draft Material may prejudice any future applications for registered Intellectual Property Rights in respect of such materials or in the case of the Hospital where the publication of the Draft Material may otherwise prejudice the Hospital's interests.

13.5 Any publication resulting from work carried out under this Agreement shall acknowledge the SBRI Healthcare programme's financial support, carry the SBRI Healthcare and AHSN Networks logos and carry a disclaimer such as the Agent may require or in the absence of direction from the Agent a notice as follows:

"This work was commissioned and funded by the SBRI Healthcare programme. SBRI Healthcare is an NHS England initiative, championed by the Academic Health Science Networks (AHSNs). The views expressed in the publication are those of the author(s) and not necessarily those of the SBRI Healthcare programme or its stakeholders."

13.6 The Hospital may terminate this agreement immediately on written notice in the event that it becomes aware that the Company has published material in contravention of this clause 13.

14 Intellectual Property

14.1 All Background IPR used or supplied under this Agreement in connection with the Project shall remain the property of the party introducing the same and nothing contained in this Agreement or any licence agreement pertaining or pursuant to the Project shall affect the rights of either party in its Background IPR.

14.2 The Company shall confirm in writing that as at the Commencement Date it possesses all the Background IPR necessary to enable it to complete the Feasibility Study. In the event that one of the parties proposes an amendment to be made to the Feasibility Study pursuant to clause 4.2, the Company shall notify the Hospital if it does not possess the Background IPR necessary to enable it to complete the proposed amended Feasibility Study.

14.3 Subject to Clause 14.4 the Intellectual Property Rights arising out of the Project (the "**Project Intellectual Property**") shall in the first instance belong to the Company.

14.4 The Company hereby grants the Hospital a UK wide irrevocable, royalty-free non-exclusive right together with the right to grant sub-licences to use or publish information, Data, Results or conclusions arising from the Project for the purposes of research, evaluation, teaching and learning in relation to the provision of clinical patient care.

15 Exploitation of Intellectual Property

15.1 The Company shall promptly inform the Agent in writing of:

15.1.1 any Project Intellectual Property upon its creation, which is capable of exploitation whether patentable or not; and

15.1.2 any Project Intellectual Property upon its creation which consists of results, designs, discoveries, inventions or matters which may form the subject of an application for a patent or other form of Intellectual Property Rights protection.

15.2 The Company shall devise, publish, implement and maintain procedures for the management of Project Intellectual Property and in particular, but without limitation, shall use all reasonable endeavours to ensure that:

15.2.1 the Results arising out of the Project are identified, recorded and distinguished from the outputs of its other research;

15.2.2 prior to any publication of the Results of the Project, patentable inventions arising from the Results are identified, duly considered for patentability

and, where it is reasonable so to do, patent applications in respect thereof are filed at the British or European Patent Office; and

15.2.3 all such patent applications are diligently prosecuted having regard to all relevant circumstances.

15.3 The Company shall permit the Agent to monitor the operation and effectiveness of the Company's procedures for the management of Intellectual Property Rights in such a way as the Hospital considers reasonably necessary.

15.4 The Company shall ensure that no provisions are included in employment contracts with its staff which are inconsistent with the requirements of this Agreement that the Company is the first owner of Project Intellectual Property.

15.5 The Company will provide the Agent with such information that the Agent and/or the Hospital may reasonably request from time to time to demonstrate that the Company is exploiting or is taking reasonable steps towards exploiting the Project Intellectual Property.

15.6 Subject to any of its obligations of confidentiality under this Agreement, the Company shall use its best endeavours to:

15.6.1 promote the dissemination of the Results of the Project; and

15.6.2 where reasonable, exploit commercially such Results to generate capital, revenue or other monetary return.

15.7 The Company will notify the Agent if the Company decides not to proceed with the exploitation of any of the Project Intellectual Property and will, if requested to do so by Agent or the Hospital, assign the Project Intellectual Property to the Hospital or its successors.

15.8 Within 3 years of the date of the creation of any Project Intellectual Property the parties shall meet to evaluate the progress of the Company in exploiting the Project Intellectual Property commercially. If in the reasonable opinion of the Hospital the Company has not made reasonable endeavours to exploit some or all of the Project

Intellectual Property commercially the Hospital may require the relevant Project Intellectual Property to be assigned to or licensed to the Hospital or its successors.

15.9 Any dispute over whether or not the Company has used reasonable endeavours for the purpose of Clause 15.8 shall be settled in London by a barrister specialising in intellectual property law, who has no prior connection with either the Hospital or the Company, or who is otherwise acceptable to the Hospital and the Company. He or she shall be nominated for the purpose by the then Chairman of the General Council of the Bar and shall act as an arbitrator. His or her costs and expenses shall be met by the parties in equal shares. Each party shall supply him or her with such evidence as he or she reasonably requests and shall allow him or her access on reasonable notice to any laboratories or other premises which he or she asks (on reasonable grounds) to inspect. His or her decision shall be a ruling on whether or not the Company has used reasonable endeavours to exploit the relevant Project Intellectual Property commercially.

15.10 For the avoidance of doubt, the parties agree that for the purpose of clause 15.8, the following circumstances shall be conclusive evidence that the Company has failed to use reasonable endeavours:-

15.10.1 the Company is subject to an Insolvency Event; or

15.10.2 the Company has taken steps to exploit the Project Intellectual Property, but in the reasonable opinion of the Hospital:

(i) the resulting product is of insufficient quality or being produced in insufficient quantities to meet the requirements of the NHS; and/or

(ii) the resulting product is offered for a price which is over and above market price and/or the level which would be normally charged for a comparably similar product to the NHS.

15.11 The Company shall do or procure to be done all such further acts and things and execute or procure the execution of all such other documents as the Hospital may from time to time require for the purpose of giving the Hospital the full benefit of the provisions of this Agreement.

15.12 By this Agreement the Company irrevocably appoints the Hospital as its attorney to sign, execute and deliver on its behalf all deeds and documents and to do all acts and things necessary to give effect to the terms of this Agreement and for vesting in the Hospital the full benefit of the assets, rights and benefits to be transferred to the Hospital under this Agreement.

16 Ethics and Compliance with Regulations

16.1 The Company shall comply, and shall procure compliance by any of its officers or agents, with all applicable laws, statutes, regulations, and guidance in the performance of the Feasibility Study (if applicable) and with any guidance as may be advised by the Hospital, from time to time.

16.2 The Company will ensure that work in any way connected with this Project is conducted in accordance with, where applicable, the ICH GCP**,** the current version of the World Medical Association Declaration of Helsinki entitled "Ethical Principles for Medical Research Involving Human Subjects", the Department of Health Guidance "Research Governance Framework For Health and Social Care" and, if relevant, in accordance with the Department of Health guidance "Governance Arrangements for NHS Research Ethics Committees" or such other guidelines as may be issued from time to time by the Department of Health or other health authority and copies of which shall be made available to the Company.

16.3 The Company will submit for review by a Research Ethics Committee recognised by the Hospital any Project involving:

16.3.1 NHS patients and users including those treated under agreement with private sector providers;

16.3.2 individuals identified as potential research participants because of their status as relatives or carers of NHS patients;

16.3.3 NHS staff – recruited as research participants by virtue of their professional role;

16.3.4 access to data, organs or other bodily material of past and present individual and identifiable NHS patients;

16.3.5 fetal material and IVF involving NHS patients;

16.3.6 the recently dead in NHS premises;

16.3.7 the use of, or potential access to, NHS premises or facilities

with a view to obtaining the approval of the Research Ethics Committee to the Project and will inform the Hospital when such approvals have been given (whether unconditionally or subject to conditions) or withheld.

16.4 In the event of any animals being used in research, all requirements of the Animals (Scientific Procedures) Act 1986 must be followed. In addition, the Department of Health's mission statement and Home Office advice on ethical review process in relation to this Act must be effective and in operation.

17 Termination

17.1 Either the Hospital or the Company shall have the right to terminate this Agreement upon giving 90 days' prior written notice to the other party.

17.2 The Hospital may by notice in writing terminate this Agreement without liability for any damage, loss or expenses arising as a result of or in connection with such termination if there is a change of Control of the Company which, in the reasonable opinion of the Hospital, has affected or is likely to materially affect the performance by the Company of its obligations under this Agreement (including but not limited to its obligations under clause 15). For the purposes of this definition, "**Control**" means direct or indirect beneficial ownership of more than 50% of the share capital, stock or other participating interest carrying the right to vote or to distribution of profits of the Company, as the case may be, and/or to direct the affairs of the Company whether by virtue of the ownership of shares, contract or otherwise.

17.3 The Hospital shall only be permitted to exercise its rights pursuant to clause 17.2 for 6 months after any such change of Control and shall not be permitted to exercise such rights where the Hospital has agreed in advance in writing to the particular change of

Control and such change of Control takes place as proposed. The Company shall notify the Hospital in writing 4 weeks prior to any proposed change of Control.

17.4 The Hospital will terminate immediately by notice in writing this Agreement without liability for any damage, loss or expenses arising as a result of or in connection with such termination if:

17.4.1 the Company passes a resolution, or the court makes an order that:

(i) the Company be wound up (otherwise than for the purpose of a bona fide and solvent reconstruction or amalgamation); or

(ii) a receiver, manager or administrator on behalf of a creditor is appointed in respect of all or part of the business of the Company; or

(iii) circumstances arise which entitle a court or creditor to appoint a receiver, manager or administrator or which entitle the court (otherwise than for the purpose of a solvent and bona fide reconstruction or amalgamation) to make a winding up order; or

(iv) the Company ceases to trade or is unable to pay its debts within the meaning of the Insolvency Act 1986 or any similar event occurs under the law of any other jurisdiction,

any one or more of these being an "**Insolvency Event**".

17.4.2 the Company has breached this Agreement and;

(i) in the case of a breach which is capable of remedy, the Company has failed to remedy the breach within 30 days of written notice being sent to the Company specifying the breach and requiring its remedy; or

(ii) the breach is incapable of remedy;

17.4.3 the Hospital has the right to terminate pursuant to an express provision in this Agreement.

18 Consequences of termination

18.1 The following clauses shall survive termination of this Agreement for any reason: clauses 8.1, 8.3, 8.4, 9.5, 10, 11.1, 11.6, 11.7, 12, 13, 14, 15, 18, 20, 23 and 25.

18.2 Except for the licence granted to the Hospital under clause 14.4 which shall continue following termination, all parties shall cease to use the Intellectual Property Rights of the other party immediately upon termination of this Agreement.

18.3 All Confidential Information and any other materials supplied to the Company by the Hospital or by the Agent and any copies made of the same shall be immediately returned by the Company to the Hospital or to the Agent, as appropriate upon termination of this Agreement.

19 Warranties

19.1 The Company warrants and represents that:

19.1.1 there are no actions, suits or proceedings pending or, to the Company's knowledge, threatened against or affecting the Company before any court or administrative body or tribunal that might affect the ability of the Company to meet and carry out its obligations under this Agreement;

19.1.2 the Project will be carried out by appropriately experienced, qualified and trained personnel with skill, care and diligence;

19.1.3 the Company will discharge its obligations under this Agreement with skill, care and diligence including, but not limited to, in compliance with good industry practice and (without limiting the generality of the foregoing) in accordance with its own established internal procedures; and

19.1.4 to the best of its knowledge, the performance of the Project and the Hospital's use of any Results and/or Data shall not infringe any Intellectual Property Rights of any third party.

20 Liability and indemnity

20.1 Subject to clause 20.2, neither party shall (except in the case of death or personal injury caused by its negligence or in the case of its fraudulent misrepresentation or in other circumstances where liability may not be so excluded or limited under any applicable law) be liable to the other party in contract, tort, negligence, breach of statutory duty or otherwise for loss of profit, loss of data, use, anticipated savings, goodwill, reputation or opportunity, economic loss and/or any consequential or indirect loss or damage, costs or expenses incurred or suffered by the other party as a result of any breach by that party of the terms of this Agreement.

20.2 The Company hereby indemnifies the Hospital and the Agent, their officers and agents, in full and shall keep the Hospital and Agent and such officers, and agents indemnified from and against all claims, demands, actions and proceedings made or brought against the Hospital, the Agent, their officers or agents, and all damages, losses, costs and expenses (including legal and other professional advisers' fees) whatsoever arising under statute or at common law whether or not foreseeable at the date of entering into this Agreement, incurred or suffered by the Hospital, the Agent or their agents or officers, whether directly or indirectly in respect of:

20.2.1 the breach or non-performance of any provision of clauses 4.5, 16 or 19 of this Agreement by the Company, or

20.2.2 any damage to any property or to persons, including personal injury

arising out of or in the course of or in connection with the Project except in so far as such liability arises out of the negligence or wilful misconduct of the Hospital.

20.3 The Company shall promptly notify the Hospital and the Agent if any claim or demand is made or action brought against the Company for infringement or alleged infringement of the Intellectual Property Rights of a third party in connection with the performance of the Project.

20.4 The Company shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks

which may be incurred by the Company, arising out of the Company's performance of the Agreement.

20.5 The Company shall produce to the Hospital and the Agent, on request, copies of all insurance policies referred to in this clause or other evidence confirming the existence and extent of the cover given by those policies, together with receipts or other evidence of payment of the latest premiums due under those policies.

20.6 The terms of any insurance or the amount of cover shall not relieve the Company of any liabilities under the Agreement.

21 Force Majeure

21.1 If any party is affected by Force Majeure it shall forthwith notify the other party of the nature and extent thereof.

21.2 No party shall be deemed to be in breach of this Agreement by reason of any delay in performance, or non-performance, of any of its obligations hereunder, to the extent that such delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of these obligations shall be extended accordingly as may be fair and reasonable in all circumstances, provided always that if the duration of any such delay or impediment exceeds 6 months, then any party may give 30 days' notice to terminate this Agreement.

22 Variation

22.1 If at any time it appears likely that any provision of the Agreement, in particular the Project, needs to be varied, the Company shall immediately inform the Hospital in writing requesting a Variation to the Agreement, giving full details of the justification for the request and giving proposals for the Variation to the Agreement. Upon receipt of such a request the Hospital may:

22.1.1 agree to vary this Agreement;

22.1.2 vary the Project in such a manner which the Company agrees can be carried out within the Approved Cost;

22.1.3 refuse the request and require the continuation of the Project in accordance with this Agreement;

22.1.4 give notice of termination in accordance with clause 17.

22.2 Any variation to this Agreement agreed pursuant to clause 22.1 shall be set out in a Variation to Agreement Form and signed by both parties.

23 Applicable law and Dispute Resolution

23.1 If any dispute arises out of, or in connection with this Agreement, the parties will attempt in good faith to settle it by negotiation between the designated representatives of each party.

23.2 In the event that the dispute is not resolved by such representatives as provided under clause 23.1 the matter will be referred to the signatories to this Agreement.

23.3 If, following the process described in clauses 23.1 and 23.2 above, the parties are unable to settle any dispute by negotiation within thirty days, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure in the United Kingdom.

23.4 To initiate mediation a party must give notice in writing to the other parties requesting mediation in accordance with clause 23.3. If the parties do not resolve the dispute within 30 days of the commencement of the mediation, either party may take such lawful steps as it considers necessary to resolve the dispute (including but not limited to the commencement of legal proceedings).

23.5 Nothing in this clause 23 shall prevent either party from instituting legal proceedings against the other party in order to preserve any legal right or remedy that they may have.

23.6 This Agreement and all questions of construction, validity and performance under this Agreement shall be governed by English law and shall be subject to the non-exclusive jurisdiction of the English courts.

24 Corrupt Gifts and Payments

24.1 The Company shall not:

24.1.1 offer or give, or agree to give, to any employee or representative of the Hospital or Agent any gift or consideration of any kind as an inducement or reward for doing, or refraining from doing or having done or refrained from doing, any act in relation to the obtaining or execution of this Agreement or any other agreement with the Hospital or for showing or refraining from showing favour or disfavour to any person in relation to this Agreement or any other agreement; or

24.1.2 enter into this or any other Agreement with the Hospital in connection with which commission has been paid by him or on his behalf, or with his knowledge, unless before the Agreement is made, particulars of any such commission and the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the Hospital.

24.2 Any breach of this clause, by the Company or by anyone acting on his behalf or employed by him, whether with or without his knowledge, or the commission of any offence by the Company or by anyone acting for him or employed by him under the Bribery Act 2010 in relation to this or any other agreement shall entitle the Hospital to terminate this Agreement and recover from the Company the amount of any loss resulting from such a termination and/or recover from the Company the amount or value of such gift, consideration or commission.

25 General

25.1 The Company shall not be entitled to perform any of its obligations through any other company or entity or to assign, mortgage, sub-contract, charge or dispose of any of its rights or otherwise delegate any of its obligations under this Agreement without the prior written consent of the Hospital whose consent may be subject to such terms as the Hospital may see fit to impose, and the Company shall be responsible for the acts and omissions of any sub-contractors as though they were its own.

25.2 This Agreement contains the entire agreement between the parties with respect to the subject matter hereof save and except and supersedes all previous agreements and understandings between the parties with respect thereto, and may not be modified except by an instrument in writing pursuant to clause 22.

25.3 Each party acknowledges that in entering into this Agreement, it does not do so on the basis of, and does not rely on, any representation or warranty or other provision except as expressly provided. However, nothing in this Agreement purports to exclude liability for any fraudulent statement or act.

25.4 Nothing contained in this Agreement shall be construed to imply a partnership, or employer and employee or principal and agent relationship between the parties, and no party shall have any right, power or authority to create any obligations, express or implied on behalf of the other parties either jointly or severally.

25.5 No person who is not party to this Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

25.6 Each party warrants to the other party that it has full power and authority to enter into this Agreement.

25.7 The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement. A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement will not prevent a party from subsequently requiring compliance with the waived obligation.

25.8 If any provision of this Agreement shall be held to be unlawful, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be severed from this Agreement and rendered ineffective

as far as possible without modifying or affecting the legality, validity or enforceability of the remaining provisions of this Agreement which will remain in full force and effect.

25.9 Any notice or other communication given under this Agreement will be in writing and signed by or on behalf of the party giving it and will be served by delivering it personally or sending it by pre-paid recorded delivery or registered post or fax to the address and for the attention of the relevant party set out in clause 25.11 (or as otherwise notified by that party for the purposes of this Agreement.)

25.10 Any such notice will be deemed to have been received:

25.10.1 if delivered personally, at the time of delivery;

25.10.2 in the case or pre-paid recorded delivery or registered post, two Business Days from the date of posting;

25.10.3 in the case of registered airmail, five Business Days from the date of posting; and

25.10.4 in the case of fax, at the time of transmission provided that a transmission report is generated by the sender's fax machine recording a message on the recipient's fax machine, confirming that the fax was sent to the number indicated below and that all pages were successfully transmitted,

provided that if deemed receipt occurs before 9am on a Business Day the notice will be deemed to have been received at 9am on that day, and if deemed receipt occurs after 5pm on a Business Day, or on a day which is not a Business Day, the notice will be deemed to have been received at 9am on the next Business Day.

25.11 The addresses and fax numbers of the parties for the purposes of this clause 25 are:

Hospital:	Papworth Hospital NHS Foundation Trust
Address:	Papworth Everard, Cambridge CB23 3RE
Fax number:	Not applicable
For the attention of:	The Finance Director
Agent:	Health Enterprise East Ltd
Address:	Milton Hall, Ely Road, Cambridge CB24 6WZ
Fax number:	01223 928052
For the attention of:	Dr Anne Blackwood
Company:	Viamed Limited
Address:	15 Station Road, Cross Hills, West Yorkshire, Keighley, BD20 7DT
Fax number:	N/A
For the attention of:	Mr Steve Nixon

or such other address or fax number as may be notified in writing from time to time by the relevant party to the other party.

AS WITNESS whereof this Agreement has been entered into by the above parties on the date and year first above written.

SIGNED for and on behalf of **Papworth Hospital NHS Foundation Trust**	**SIGNED** for and on behalf of **Viamed Limited**
Name:	Name: Mr Steve Nixon
Position:	Position: Director
Signature:	Signature:

Schedule 1

Feasibility Study

Portable wearable paediatric oxygen monitoring device

Viamed currently manufacture and market a variety of oximeters including handheld and finger tip oximeters and a variety of sensors and probes. The majority of these devices are for the adult market. The technical challenges primary relate to translating existing probes that are designed for fingers or toes into a wearable device that meets the needs of patient and can maintain close interaction with the skin and underlying vascular system during movement. Patient compliance is an additional risk and a challenge that the project needs to overcome. This is the primary reason why the methodology used is to ensure the product design is patient-centric.

The product design activities will focus on determining user needs and converting these to design inputs and concept freeze creating a range or prototypes that will be prioritised and validated by presentations to key stakeholders (including patients).

The end point and key output of phase I will be the transfer of the design of the 'wearable probe' for formal prototyping. Phase-I will therefore use best practice innovation methodology to translate unmet needs into prioritised measurable elements that are critical to quality (CTQs) and to define design inputs which will be used to design alternative virtual prototypes.

Overall aim of phase-I is to produce a product specification for a deliverable prototype probe that will be manufactured and clinically tested during phase II. In parallel, a competitor assessment will be continuously conducted to ensure the right to market and also to ensure the product indications and claims are sufficiently differentiated from alternative solutions.

Below a brief summary of the plan is provided:

MONTHS 1-2. - BENCHMARKING OF EXISTING PATHWAYS and devices used by GPs, Yorkshire ambulance service and home/community monitoring (this will include characterisation to the types of children monitored and length of time monitoring is required).

SCALE OF THE PROBLEM– collection of data from the ED at SCH to look at the number of inappropriate referrals from GPs (this will further define the problem and help support future adoption).

COMPETITOR ANALYSIS-Benchmarking of competitors systems and limitations. Using the prioritised needs competitor products will be benchmarked and a deeper IP assessment conducted. This will allow the wearable solution concept to be enriched into a commercially viable concept that can meet unmet clinical needs and also can be strongly differentiated from competitor offerings

DELIVERABLE- Report for each of the above

MONTH 3-4 - DESIGN INPUT DEFINITION via a process of prioritisation and segmentation of needs and conversion to critical to quality (CTQs) (that are quantitative and measurable). This will involve initial 1:1 interviews with key end users. The output from this phase will be used to design and execute two focus groups. One will be clinical focussed (GP practices, ambulance service, and community nurses/technicians) and the second will be patient focussed.

DELIVERABLE - report identifying prioritised needs. These will be used to define the design inputs. In addition appropriate clinical outcomes will be defined that will feed into the evidence generation plan for successful adoption (this will feed into phase II).

NHS ETHICS SUBMISSION of documents for ethics approval to facilitate clinical testing during phase II.

DELIVERABLE- Approval before the end of phase-1.

MONTHS 5-6 - CONCEPT ENRICHMENT. Using the validated product design inputs from the above alternative designs will be created (i.e. what the device will look like from a wearable perspective along with performance specification).

DELIVERABLE: Document design of prototypes (utilising product design company (e.g. using CAD or other software as appropriate).

CONCEPT SELECTION (MONTH 6) Using R&D; selection tools (e.g. the Pugh matrix) the optimum concepts will be prioritised and then presented to stakeholders during a validation phase. This robust methodology will reduce technical and commercial risk ensuring the prototypes moving forward to clinical testing have the maximum probability of clinical and commercial success.

DELIVERABLE: Selection of final design (soft-prototyping). This design will be selected for clinical evaluation (for phase 2)

Deliverables

	Milestone	Date	Resource	Success Criteria
1.	Benchmarking of existing pathway	13 Jan 2017	Dr Ruth Kingshott and Prof Heather Elphick	Definition of current best practice. This provides the benchmark that the solution needs to surpass and also determine whether the value proposition should be in line with the technology fitting in with an existing pathway or a new one.
2.	Focus groups 1,2 and 3	7 Apr 2017	Ruth Kingshott and Heather Elphick to engage end users. Medilink to lead workshop and questionnaire design (with input from all)	Identification and prioritisation of user needs to convert to design inputs to link into product design.Identification of clinical evidence that will be required to be collected during phase II.
3.	Competitor analysis and IP assessment	10 Feb 2017	Medilink. An external law firm (HGF) will validate the assessment and manage future IP filings (phase II).	Assessment of freedom to operate and gaps/opportunities to file new IP. The exercise will also identify key threats and potentially opportunities.Clarity on rout to market.
4.	NHS Ethics approval	7 Apr 2017	Prof Heather Elphick and Dr Ruth Kingshott	Permission to conduct clinical evaluation during phase II.
5.	Conversion of user needs to design inputs	7 Apr 2017	All. The focus groups will play a key role in defining criteria and using inputs to refine product designs	A report that lists design inputs that are critical to quality (and linked to the end user needs). These design inputs will feed into the definition of the final product design.
6.	Enrichment of concept	5 May 2017	All including the Non Woven Research Institute (who will be contracted to aid in the final design and prototyping stages).	The definition of 3- 4 alternative designs and benchmarking with market leader (using Pugh matrix).Success criteria is definition of alternative product designs
7.	Clinical study protocol	2 Jun 2017	Dr Ruth Kingshott and Prof Heather Elphick	Formal clinical protocol to be used for clinical evaluation work
8.	Equipment	10 Feb	Dr Ruth Kingshott	Permission to evaluate 10

	and NHS ethics approval for benchmark testing of existing devices	2017	and Prof Heather Elphick	patients using existing devices.
9.	Testing existing algorithms and products on 10 patients	7 Apr 2017	Dr Ruth Kingshott and Prof Heather Elphick	It is important to benchmark the suitability of existing algorithms to identify and design the algorithm used in the clinical testing for phase II.
10.	Selection & validation of concept to move into clinical testing (phase II)	2 Jun 2017		A final design spec and detailed product design will be the measure of success.

Key Test

Has a prototype design been defined that has been validated with end users can be protyped and moved forward to clinical testing during phase 2 of the project.

Schedule 2

Approved Costs

	Total Costs (£)
Labour Costs	£23,160
Materials Cost	£2,472
Capital Equipment Costs	£5,520
Sub Contract Costs	£58,710
Travel & Subsistence Costs	£1,770
Indirect Costs	£870
Other Costs	£816
Total Costs (including VAT)	£93,318

Month	1	2	3	4	5	6
Payment (including VAT)	£44,037			£49,281		

The payment for the first quarter (months 1-3) shall be made within 30 days of the Commencement Date. Subject to the satisfactory completion of financial and progress reports pursuant to clause 6.1.1, the payment for the second quarter (months 4-6) shall be made 3 months after the Commencement Date.

Schedule 3

Key Personnel

Mr Steve Nixon

Role: Technology specialist/ lead applicant

Day Rate: £470.77

Time Allocated: 20% FTE

Activities: Involved in bio-medical electronics for 35 years, covering development, production and marketing. In 1997 designed and set up Viamed production of SpO2 sensors. Manufactured original and compatible sensors for sale by Viamed and on behalf of some OEMs. Also involved in the development of advanced motion rejection and low perfusion capability SpO2 technologies, initially in conjunction with Dolphin Medical (SpaceLabs), then latterly with Bluepoint Medical. Since 2008 we have developed hand-held & finger oximeters, and integrated pulse oximetry together with capnography. Currently working on pulse oximetry designs of hand held and desk top units, also offering SpO2 boards for OEM applications. In 1999 won a SMART award for the initial feasibility study of developing a foetal heart simulator. This led to us investing in the production and marketing of a product, which is still sold today. The SMART award assisted us in employing an additional two development engineers.

Mr John Lamb

Role: Design input for sensor deveopment

Day Rate: £470.77

Time Allocated: 10% FTE

Activities: John Lamb is bio-medical engineer and the founder of Viamed. His primary focus has involved oxygen monitoring and development of patient monitoring systems.

Mr Jan-Philip Bruening

Role: Study of paediatric software algorithms

Day Rate: £184.62

Time Allocated: 20% FTE

Activities: His role is as project engineer for pulse oximetry development, including the on-going development of adult and neonatal pulse oximetry software algorithms.

Advisor or Subcontractor

Prof Heather Elphick

Company name: Sheffield Children's Hosoital

Role: Paediatric Respiratory clinical/research expertise

Cost: £11,586

Time Allocated: 30%FTE

Activities: Heather Elphick MB ChB MRCP MD is head of the department of respiratory medicine at Sheffield Children's hospital. She was appointed as consultant in Paediatric Respiratory Medicine in 2008. She was awarded her MD on non-invasive respiratory measurements in wheezing children in 1999 from Sheffield University and trained in respiratory medicine at Alder Hey Children's Hospital and Melbourne Children's Hospital, Australia. Her particular clinical interests are in sleep medicine and long-term ventilation. Heather has a strong track record in research and was awarded a Visiting Professorship with Sheffield Hallam University in 2014 in recognition of her collaborative work in research and innovation. She has been awarded NIHR i4i grants for development of the Contactless Portable Respiratory Monitor (CPRM) and for development of custom-made interfaces for children using non-invasive ventilation. She has collaborated on further NIHR funded projects including the PLEASANT asthma trial and has recently received an award from the Health Foundation for development of a city-wide behavioural sleep service in Sheffield.

Dr Ruth Kingshott

Company name: Sheffield's Childrens Hospital

Role: Expertise in Paediatric physiological measurement

Cost: £6600

Time Allocated: 30%FTE

Activities: Ruth Kingshott BSc PhD is a clinical scientist specialising in paediatric respiratory and sleep physiology. She has worked in this field for 22 years, working in sleep centres in Edinburgh, New Zealand and Sheffield since 2003. Ruth has considerable experience in setting up and analysing children's clinical sleep studies and was instrumental in setting up the sleep unit at Sheffield Children's Hospital. She has worked in research and innovation alongside Prof Elphick providing expertise in measurement and data analysis. Her PhD was correlating nocturnal physiological measures with daytime sleepiness and performance and she has over 28 publications in the field of sleep physiology.

Dr Patrick Trotter

Company name: Medilink Yorkshire and the Humber ltd

Role: Project manager, product design

Cost: 21,684

Time Allocated: 20% (FTE) 26 consultancy-days

Activities: Patrick Trotter PhD MBA (Techmgmt) is the Innovation and Commercialisation Manager for Medilink Y&H; Ltd and has over 20 years in product development and commercialisation of health care technologies including working for Johnson and Johnson, SMEs and rana consultancy to support medical device companies in the UK, US,Germany and Switzerland. Patrick is an inventor on 17 patent applications (including 10 granted patents) and is an author on 14scientific and innovation management publications. Patrick has a PhD inBiochemistry and Molecular Biology and previous experience in diagnostic projects. His expertise

includes technical evaluations, competitor analysis, unmet needs, conversion to product design and business case preparation. Patrick has expertise has knowledge of identifying unmet needs (via market research) and translating these into inputs for product design. Patrick has also experience in preparing value proposition documents (for clinicians, commissioners,patients and other stakeholders). Medilink has links into a broad network and this will be exploited to identify stakeholders that can contribute to the design and evidence required to effectively market the product.

Mr Tom Wright

Company name: Medilink Yorkshire and the Humber Ltd

Role: Research questionnaire design/ faciltator

Cost: 13,200

Time Allocated: 16% (FTE) 20 consultancy days

Activities: Tom is experienced in determining the commercial feasibility of medical technologies, and has been successful in supporting product development with bespoke market research to de-risk projects seeking further investment. Knowledge of the commissioning framework for medical technologies, and construction of technology specific value proposition evidencereports will be applied to the project.

Company name: NIRI

Role: Technical collaborator

Cost: 5640

Time Allocated: 2.6% (FTE) 3 consultancy days

Activities: The Non Woven Research Institute (NIRI) are experts in the development of non woven technologies and therefore have knowledge and skills that should be useful in the manufacture of protypes

Schedule 4

Format of the Feasibility Study Report

Feasibility Study Report

a. An account of progress against the agreed Deliverables, milestones and outputs included in Schedule 1;
b. A breakdown of all expenditure to date on the Project;
c. Any changes in management structure or personnel administering the award;
d. Plan for continued and/or future exploitation of the Project Intellectual Property Rights including an estimated date of market entry;

Schedule 5

VARIATION TO AGREEMENT FORM

Development Agreement between the Papworth Hospital NHS Foundation Trust (the "**Hospital**") and Viamed Ltd. (the "**Company**") dated 16 December 2016 (the "**Agreement**")

Variation No: _____

Date: _____

1. The Agreement is varied as follows:

   [……..]

2. Words and expressions in this Variation to Agreement shall have the meanings given to them in the Agreement.

3. The Agreement, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

SIGNED:

For and on behalf of the Hospital	For and on behalf of the Company
By:	By:.....
Full Name:.....	Full Name:.....
Position:.....	Position:.....
Date:	Date:.....