SUB CONTACTOR AGREEMENT

Made as of **. . . . . .28/2.2017 . . .**

BETWEEN:

Viamed Ltd **.** 15 Station RoadCross Hills Keighley West Yorkshire,BD20 7DT United Kingdom **. . . . . .** , represented by **. . . . . .** Steve Nixon, 15 Station Road, Cross Hills Keighley West Yorkshire,BD20 7DT United Kingdom hereinafter also referred to as "VIAMED",

AND:

Sheffield Children's SUBCONTRACTOR, Western Bank, Sheffield S102TH, represented by **. . NAME . . . .** hereinafter also referred to as "SUBCONTRACTOR"

VIAMED have been successful in securing a 6 month Phase I SBRI Health Care award to develop new solutions to enhance oxygen monitoring.

VIAMED wish to subcontract SUBCONTRACTOR to evaluate existing CE marked products that are already indicated for oxygen monitoring during phase I. This will involve testing existing algorithms on at least 10 patients. SUBCONTRACTOR will also contribute to the activities as highlighted in appendix A

VIAMED shall pay SUBCONTRACTOR in the amounts and at the times as detailed in appendix A. SUBCONTRACTOR shall provide VIAMED with relevant original invoices. Pass-through costs, if any, shall be forwarded to VIAMED without mark up and original invoices shall be presented upon request.

1. SUBCONTRACTOR shall use best efforts to:

(a) provide services to VIAMED as described in detail in Appendix B hereto;

(b) keep VIAMED advised of the progress of the work;

(c) permit representatives of VIAMED to inspect from time to time such results of said services as are susceptible of inspection;

(d) provide VIAMED with such reports, specifications, drawings, models, and the like, as are expressly agreed upon or appropriate to the nature of the services to be performed hereunder; and

(e) keep detailed records of time worked, and of those expenses which are eligible for reimbursement by VIAMED and to make all such records available to VIAMED upon request.

This Agreement shall become effective on *[28/02/2017]* and continue until *[28/6/2017]*.

2 (a) Any confidential information acquired by or disclosed to SUBCONTRACTOR from, by or on behalf of VIAMED concerning, among other things, existing or contemplated products, processes, operations, machines, techniques, transactions, or know-how, or any information or data developed or generated pursuant to the performance of the services hereunder shall not be disclosed by SUBCONTRACTOR to others or used for SUBCONTRACTOR's own benefit without the prior written consent of VIAMED. Notwithstanding the foregoing, the obligations of confidentiality and non-use set forth herein shall not apply to any information which can be demonstrated by SUBCONTRACTOR:

(i) was in the lawful knowledge and possession of, or was independently developed by SUBCONTRACTOR prior to the time it was disclosed to, or learned by, SUBCONTRACTOR;
(ii) was generally available to the public or otherwise part of the public domain at the time of its disclosure to SUBCONTRACTOR;
(iii) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of SUBCONTRACTOR which would be in breach of this Agreement;
(iv) or was lawfully disclosed to SUBCONTRACTOR by a third party who had no confidentiality obligation to the disclosing party.

All written documents containing any confidential information and any other confidential material in tangible or electronic form received or acquired by SUBCONTRACTOR in connection with its services hereunder shall remain the property of VIAMED, and all such documents together with any copies or excerpts thereof and any such other materials shall be promptly returned to VIAMED or destroyed upon request.

(b) SUBCONTRACTOR shall not disclose to VIAMED, or induce VIAMED to use, any confidential information belonging to others, including any other clients or former employers of SUBCONTRACTOR.

3. (a) All right, title and interest in and to all plans, inventions, improvements, ideas, materials, advertising and other work product made, conceived, created, prepared or developed by SUBCONTRACTOR for VIAMED in connection with or during the performance of services for VIAMED hereunder, whether published or unpublished (including, without limitation, any world-wide copyrights, trademarks, trade dress, patents, names and slogans) (hereinafter also referred to as the "Works") shall be the sole property of VIAMED as the party specially commissioning said Works, and SUBCONTRACTOR shall retain no rights in or to the same. SUBCONTRACTOR shall execute, and shall have its employees and agents and any third parties engaged in work on behalf of VIAMED in connection herewith execute, all documents necessary to transfer to VIAMED all right, title and interest in and to any such Works.

(b) SUBCONTRACTOR agrees that all copyrightable Works created, prepared or developed by SUBCONTRACTOR in connection with or during the performance of its services hereunder will be considered and deemed "work made for hire" for the benefit and exclusive ownership of VIAMED to the fullest extent permitted by law; provided, however, if any such Works (or portion thereof) shall not be legally qualified as a "work made for hire", or shall subsequently be so held not to be a "work made for hire", then SUBCONTRACTOR agrees to assign, and does hereby so assign to VIAMED all right, title and interest in and to such Works, including but not limited to the world-wide copyrights, extensions of such copyrights and renewal copyrights therein, and further including all rights to reproduce the same in copies, prepare derivative works based thereon, distribute copies thereof, perform and display the same publicly and register the claim of copyright therein. SUBCONTRACTOR, without additional charge to VIAMED, shall duly execute, acknowledge, and deliver to VIAMED all such further papers, including assignments and applications for copyright, trademark or patent registration or renewal, as may be necessary to enable VIAMED to publish or protect said works by copyright or otherwise in any and all countries and to vest title to said works in VIAMED, or its nominees, their successors or assigns, and shall, at VIAMED's expense, render all such assistance as VIAMED may require in any proceeding or litigation involving the rights in said Works.

4. Should SUBCONTRACTOR and VIAMED agree that the services hereunder require the employment by SUBCONTRACTOR of other personnel, SUBCONTRACTOR shall employ only such personnel the employment of which shall be approved by VIAMED in writing and who have, for the benefit of VIAMED executed an agreement containing provisions of the character and scope of Sections **2** and **3** above; except that VIAMED may waive the requirement that such agreements be executed in the case of certain personnel regularly employed at SUBCONTRACTOR's place of business and whose work is performed strictly in accordance with SUBCONTRACTOR's directions.

SUBCONTRACTOR	VIAMED
By: _____	By: _____
(Print)	PRINT
By: _____	By: _____
(signature)	(Signature)
Date:	Date:

Appendix A

Research project costs
November 2016-May 2017

Professor Heather Elphick 0.2WTE	@	£11,566
Dr Ruth Kingshott 0.3WTE	@	£6,601
Research Governance Sponsor	@	£660
Medipex Ltd 1 day	@	£270
Total		**£18,437**

Staff costs are inclusive of on-costs (SA and NI)

All costs are Inclusive of VAT

Appendix B

Milestones and key test for Phase 1 as set out in Schedule 1 of the SBRI Healthcare contract.				
#	**Milestone**	**Date**	**Resource**	**Success Criteria**
1	Benchmark existing pathways	End of month 1 22nd 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	16 weeks 22 April 2017	Ruth Kingshott and Heather Elphick toend 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	8 weeks 22nd Feb 2017	Medilink. An external law firm (HGF) will validate the assessment and	Assessment of freedom to operate and gaps/opportunities to file new IP. The

			manage future IP filings (phase II).	exercise will also identify key threats and potentially opportunities. Clarity on route to market
4	NHS Ethics approval	16 weeks 22nd April 2017	Prof Heather Elphick and Dr Ruth Kingshott	Permission to conduct clinical evaluation during phase II.
5	Conversion of user needs to design inputs	16 weeks 22nd April 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	20 weeks 22nd 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	24 weeks 22nd June	Prof Heather Elphick and Dr Ruth Kingshott	Formal clinical protocol to be used for clinical evaluation work

8	Equipment and NHS ethics approval for benchmark testing of existing devices	8 weeks 22nd february		
9	Testing existing algorithms and products on 10 patients	16 weeks 22nd April 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)	22nd June 2017		. A final design spec and detailed product design will be the measure of success.