



Research & Innovation Services
University College London
Gower Street
London WC1E 6BT

Tel: +44 (0)20 7679 2000
Web: www.ucl.ac.uk

[Date]

Dear [Awardee],

**Agreement between University College London (“UCL”) and [Awardee Name]
(the “Awardee”)**

Project Title: [Awarded Project Title – As per Application] (the “Project”)

UCL Ref: [Contract ID]

[Thank you for submitting your DisCouRSE Network application for the project titled “[project title]”. UCL is pleased to inform you that your application dated [insert date] (the “Application”) has been successful, and UCL is offering an award to carry out the Project, subject to your acceptance of the terms and conditions contained in this agreement and annexes (the “Agreement”). The Agreement is subject all times to the Research Council’s standard grant terms which at time of writing are available at: <https://www.ukri.org/publications/terms-and-conditions-for-research-grants/>.

If you have specified any partners (“Partners”) within your Application, a condition of receiving the Funding (a detailed breakdown of which is provided in Annex 2), is that you will enter into a written collaboration agreement with the Partner ensuring their compliance with the terms and conditions of your award and the basis of your collaboration, ownership of Project intellectual property and rights to exploitation.

The Project will be carried out in accordance with your Application (including any amendments recommended by the DisCouRSE Management Board) as set out in Annex 1 and the terms and conditions of this Agreement and the annexes to it which constitute the entire agreement between us.

Terms

1. This Agreement shall commence on [start date] (the “Effective Date”) and, unless terminated in accordance with the provisions of this Agreement, shall continue until [end date] (the “Project Period”). If this Agreement is entered into after the Effective Date, it will apply retrospectively to work carried out in relation to the Project on or after the Effective Date.
2. The sole financial obligation of UCL under this Agreement shall be to forward to the Awardee the funding of up to £[sum in numbers] [sum in words] (the

“Funding”) towards the cost of its contribution to the Project, subject always to receipt by UCL of the funds from UKRI. The Awardee shall submit its invoices quarterly in arrears for expenditure it has incurred in accordance with this Agreement. The final invoice shall include a comprehensive final report and such evidence as UCL may reasonably request for the purpose of verifying that the objectives of the Project have been achieved. Invoices must show 100% FeC, and request 80% of the figures shown or 100% of the figures shown, in accordance with the specifications of the budget table in Annex 2. Provided that UCL is satisfied with the progress of the Project delivery, UCL shall make payment against actual expenditure to the Awardee within 30 days of receipt of a valid invoice. All sums due under this Agreement are inclusive of VAT. No additional sums shall be payable in any circumstances, unless such sums have first been agreed by UCL in writing. The invoice and report should be sent to arc.discourse@ucl.ac.uk cc fin-post-awrd-admin@ucl.ac.uk quoting reference [Contract ID] .

3. The Awardee consents (and confirms that the Partner consents) to UCL making available to UKRI the following details (which may then be published by UKRI): a summary/brief description of the Project; Project start and end date; details of the Project Partner; duration of the Project; the executive summary, and such other details regarding the Project as UCL in its discretion deems necessary in order for it to be able to comply with the UKRI grant terms and conditions, and to publish on UCL’s website in accordance with its research objectives.
4. In this Agreement, the term “Confidential Information” includes all information disclosed by UCL, or on its behalf, to the Awardee or otherwise obtained directly or indirectly by the Awardee from UCL in any form during the course of or in anticipation of this Agreement, but excludes information which:
 - a. is or becomes generally available to the public other than through a breach of the Agreement or any other obligation of confidence;
 - b. was lawfully in the Awardee’s possession and at its free disposal prior to its receipt by the Awardee from UCL;
 - c. is independently developed by the Awardee through those of its employees who have not had any direct or indirect access to the Confidential Information;
 - d. was lawfully acquired by the Awardee without confidentiality obligations from a third party who had a right to disclose it without confidentiality obligations and who had not derived it directly or indirectly from UCL; or
 - e. the Awardee is required to disclose to any court of competent jurisdiction or to any government regulatory agency, provided that you (i) inform UCL as soon as is reasonably practicable, and (ii) seek to persuade the court or agency to have the information treated in a confidential manner where possible under the court or agency’s procedures.
5. The Awardee undertakes that it shall, and shall ensure that its employees and students shall:
 - a. maintain all Confidential Information securely and in the strictest confidence;

- b. not divulge or make available any Confidential Information to any third party;
 - c. not use any Confidential Information for any purpose, whether commercial or non-commercial, except for the purpose of evaluating internally whether to collaborate with us on the Project (the 'Purpose');
 - d. not copy any Confidential Information without our prior written consent;
 - e. seek written confirmation from us if you are in any doubt as to whether any particular information constitutes Confidential Information; and
 - f. inform us promptly of any actual or potential breach of confidence and perform all reasonable acts to mitigate the breach (in the case of an actual breach) and to prevent the breach (in the case of a potential breach).
6. The Awardee must have procedures for the identification, protection, management and exploitation of intellectual property developed under this Project, taking into account circumstances where the Project involves collaboration with, or the contribution(s) of, third parties and/or any Partners. The outcomes of the Project must be published or otherwise disseminated in an appropriate form, although publication or release of findings funded by the Project may be delayed for a reasonable period to allow for protection of intellectual property. Publications must state that:
- "This project has received funding through the UKRI Digital Research Infrastructure Programme via the DisCouRSE Network."*
7. The Awardee will ensure that it carries out the Project with all due skill and care in accordance with good academic practice. The Awardee shall ensure that in performing the Project and exercising its rights under this Agreement it complies with all applicable ethical, legal and regulatory requirements including those relating to data protection, human tissue, modern slavery, anti-bribery, anti-corruption, subsidy control, national security and export control.
8. The Awardee will defend UCL from any and all claims by third parties arising out of any act or omission of the Awardee, its employees, servants, agents and the like, arising out of or related to the Project or the use of any of the Project results, and will indemnify UCL against all associated damages, losses, costs and expenses, including without limitation reasonable attorney's fees. UCL agrees to: (i) provide notice of the claim promptly to the Awardee; (ii) provide the Awardee, at the Awardee's expense, all reasonable available information and assistance, and authority to defend or settle the claim; (iii) not compromise or settle such proceeding without Awardee's prior written consent; and (iv) use reasonable efforts to mitigate its loss.
9. Nothing in this Agreement creates, implies or evidences any partnership or joint venture between UCL and the Awardee, or the relationship between them of principal and agent. Neither UCL nor the Awardee has any authority to make any representation or commitment, or to incur any liability, on behalf of the other.
10. Reports and notices under this Agreement shall be in writing and delivered by any of the methods set out in the left-hand column below, and will be deemed to be received on the corresponding day set out in the right-hand column:

Method of service

Deemed day of receipt

By hand or courier	the day of delivery
By pre-paid first class post	the second business day after posting
By recorded delivery post	the next business day after posting

11. The respective representatives of UCL and the Awardee for the receipt of notices are, until changed by notice given in accordance with this clause, as follows:

For UCL:

Project notices:

arc.discourse@ucl.ac.uk
Jonathan Cooper
Director of Collaborations
UCL Advanced Research Computing Centre
Gower Street
London
WC1E 6BT

Legal notices:

Director of Contract Services
Research & Innovation Services
University College London
Gower Street
London, WC1E 6BT
With copy for information to: legalnotices@ucl.ac.uk

For Awardee:

Project notices:

Legal notices:

12. This Agreement is governed by, and is to be construed in accordance with, English law. The English Courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement.
13. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may be signed by electronic signature (whatever form the electronic signature takes) and delivered by email, or signed by manuscript signature and delivered by email, and this shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Accepted on behalf of **UNIVERSITY
COLLEGE LONDON**

Accepted on behalf of **[FULL
REGISTERED NAME OF AWARDEE]**

Signature:

Signature:

Name/position:

Name/position:

Date:

Date:

Annex 1

Application

Annex 2

The Funding

UCL Ref: [Contract ID]

[Budget Breakdown to Awardee]