

The Alan Turing Institute

Funding Terms and Conditions: Towards Turing 2.0

If you, as the Proposal Lead Organisation, are successful in applying for a funding award under the Towards Turing 2.0 award of funding, either on behalf of yourself or a group of Collaborators, you will be issued with an Award Letter from us. The terms of the Award Letter must be read in conjunction with these terms and conditions and any references to any other documents or terms and conditions mentioned therein shall together apply to that Award for the relevant Project and shall together be referred to as the “**Funding Terms and Conditions**”.

1 **Definitions and interpretation**

1.1 The terms defined in the Award Letter apply to these terms and conditions and vice versa.

Applicable Law means all laws, rules, regulations, codes of practice, research governance or ethical guidelines or requirements of regulatory authorities, as amended from time to time, which are applicable to the Award and the Project.

Award means the award referred to in the Award Letter.

Award Letter means the award letter that we send to you relating to the Award and the Project and which sets out the applicable terms and conditions to that.

Background IPR means any Intellectual Property Rights belonging to or licensed to either party which have been generated prior to, or independently developed outside of the scope of, the Project and used in connection with the Project or these Funding Terms and Conditions. For the avoidance of doubt, Background IPR shall include any improvements or modifications to a party's Background IPR arising from the Project or these Funding Terms and Conditions which are not severable from that party's Background IPR.

Confidential Information means all information in whatever form disclosed (directly or indirectly), by the Disclosing Party, or its Representatives, to the Receiving Party, or its Representatives, or its Group Companies, or their Representatives (on or after the Effective Date), which is either identified as being of a confidential or proprietary nature at the point of disclosure to the Receiving Party or which is identified as such by the Disclosing Party in writing to the Receiving Party or within twenty-one (21) days from the date of disclosure, including:

- a) any scientific or technical information, concept, invention, design, process, procedure, improvement, technology or method of the Disclosing Party (or of any organisations with which the Disclosing Party collaborates);
- b) any reports, data, works-in-progress, algorithms, designs, development tools, specifications, computer software, source code, object code, flow charts, and databases of the Disclosing Party (or of any organisation with which the Disclosing Party collaborates or any of its Group Companies);

- c) technical, financial and other information relating to the business, affairs, contacts, partners or suppliers of the Disclosing Party (or of any organisation with which the Disclosing Party collaborates or any of its Group Companies); and
- d) any information, findings, data or analysis derived from Confidential Information.

Control means the ability to direct the affairs of another party whether by virtue of the ownership of shares, contract or otherwise (and “Controlled” shall be construed accordingly).

Disclosing Party means a party to these Funding Terms and Conditions when it discloses its Confidential Information, directly or indirectly to the other party.

Effective Date has the meaning given to that term in the Award Letter.

Foreground IPR means any Intellectual Property Rights that arise or are developed by or on behalf of you in the course of carrying out the Project.

Funding Period has the meaning ascribed to that term in the Award Letter.

Group means in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.

Group Companies means in relation to a company, the members of its Group.

Head Funder means the organisation described in the Award Letter.

Intellectual Property Rights means any copyright and related rights, patents, rights to inventions, registered designs, database rights, design rights, topography rights, trade marks, service marks, trade names and domain names, trade secrets, rights of confidence and any other intellectual or industrial property rights of any nature including all applications (or rights to apply) for, and renewals or extensions of 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.

Project means the project as titled in the Award Letter details of which were submitted to us during the application stage and any subsequent clarifications submitted to us prior to the release by us of the Project Start Confirmation Form.

Qualifying Criteria has the meaning given in the Award Letter.

Receiving Party means a party to these Funding Terms and Conditions when it receives Confidential Information, directly or indirectly, from the other party.

Representatives means in relation to each party:

- a) its officers, employees, and secondees or those of its Group Companies that need to know the Confidential Information for the Project;
- b) its professional advisers or consultants who are engaged to advise that party in connection with the Project;
- c) its contractors and sub-contractors engaged by that party in connection with the Project;

- d) any other person to whom the other party agrees in writing that Confidential Information may be disclosed in connection with the Project; and
- e) any Researchers working with that party that need to know the Confidential Information for the Project.

Researchers means individuals engaged by, or working in collaboration with either party including research fellows, graduate students, visiting academics and consultants.

Scientific Report means a report summarising the activity under the project, a template of which will be shared with you.

Statement of Expenditure means a report detailing expenditure incurred by you (including your Collaborators) in relation to the Award which meets the requirements of the Head Funder and/or us, a template of which will be shared with you.

UKRI means UK Research and Innovation, the non-departmental public body sponsored by the Department for Business, Energy and Industrial Strategy.

Working Day means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Working Hours means the period from 9:00 am to 5:00 pm on any Working Day.

1.2 The following rules of interpretation apply to the Funding Terms and Conditions:

- 1.2.1 In the event of any conflict between the Award Letter and these terms and conditions, the provisions of the Award Letter shall prevail.
- 1.2.2 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted from time to time.
- 1.2.3 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.
- 1.2.4 A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in Section 1159 of the Companies Act 2006.
- 1.2.5 Any requirement for a party to use its “reasonable endeavours” shall be interpreted as a requirement for that party to use its reasonable and commercially prudent endeavours.
- 1.2.6 Words in the singular shall include the plural and vice versa.
- 1.2.7 A reference to a “Clause” is a reference to a clause of this document. A reference to a “Paragraph” means a paragraph of the Award Letter.

2 Commencement and duration

- 2.1 You and we understand that these Funding Terms and Conditions shall, or shall be deemed to have, come into force on the Effective Date and, subject to earlier termination in accordance with its terms, shall continue in full force and effect until the expiry of the Funding Period unless the parties agree in writing an extension to these Funding Terms and Conditions.
- 2.2 In the event an Interim Period applies to the Project, these Funding Terms and Conditions will be deemed to apply to the Interim Period. For the avoidance of doubt, any expenditure incurred during the Interim Period may only be invoiced in accordance with Clause 4.11.

3 Award

- 3.1 You will carry out the Project and we will pay you the Award in accordance with these Funding Terms and Conditions. We will pay you quarterly in arrears (so after the end of September, end of December, end of March and end of June (as applicable)) on receipt of invoices referencing a PO Number (as defined below) and based on actual expenditure. Invoices will not be paid unless we have also received from you a Scientific Report and a Statement of Expenditure (templates of which will be shared with you) as required under Clause 4.8. Such reports and invoices must be received by us no later than forty-five (45) calendar days from the end of each respective quarter.
- 3.2 The Project expenditure shall be in-keeping with the funds as specified in the budget submitted during the application phase or as amended and agreed in writing prior to the submission of the Project Start Confirmation Form or during the Funding Period (if approved as an amendment in accordance with these Funding Terms and Conditions) (the "**Budget**"). Any changes to the Budget breakdown will require prior written approval from us and will be regarded as an amendment. Requests to move funding to the next financial year are unlikely to be accepted unless due to sickness and/or maternity/paternity reasons set out in Clauses 5 and 6 of this document. This is due to the constraints imposed upon us by the Head Funder.
- 3.3 Invoices will not be paid without a matching purchase order number ("PO Number"), which will be provided to you after the Project Start Confirmation Form has been signed and returned to us. Please send all invoices to TheAlanTuringInstitute@compleat-invoicing.com copying TuringVision@turing.ac.uk. Final invoices and final Statements of Expenditure must contain the phrase "Final Invoice" within the invoice description and "Final Statement of Expenditure" within the expenditure report in order to indicate these are indeed final and no further claims are expected.
- 3.4 The Proposal Lead Organisation has forty-five (45) calendar days from the End Date to submit final invoices for final expenditure claims. After this period, the Project will be regarded as being fully invoiced and no further invoices paid (even if no invoice or statement is received which states "final").
- 3.5 All sums are inclusive of VAT, if applicable.

4 Your obligations

- 4.1 Throughout the Funding Period and the Interim Period, you must be eligible to receive funding from UKRI as outlined in UKRI's funding eligibility guide (<https://www.ukri.org/apply-for-funding/before-you-apply/check-if-you-are-eligible-for-research-and-innovation-funding/>).

- 4.2 We would like to know that the information you provided to us during the application process for funding to us is correct and has not changed since you made your application (unless subsequently agreed in accordance with Clause 11). This is because we distribute our funds on the basis of the application you submit to us. You confirm that, as far as you are reasonably aware, the information you have given to us during the application process is true and you acknowledge that we are providing the Award to you on this basis. For the avoidance of doubt, this provision does not relate to results or outputs of the Project or for use of or fitness for any particular purpose of such outputs and/or result.
- 4.3 In some situations there may be Qualifying Criteria that applies to a particular call. These will have been communicated to you during the application process. If no such Qualifying Criteria has been communicated to you then none will apply to this Award so you can ignore this clause. If the Qualifying Criteria does apply to you, you confirm that, as far as you are reasonably aware, you comply with and undertake that you will continue to comply with the Qualifying Criteria throughout the Funding Period and the Interim Period.
- 4.4 We are providing you with the Award to undertake the Project and not for other purposes. You agree to apply the Award solely and exclusively for the purposes of undertaking the Project. You agree to inform us of and to reimburse to us any amount of the Award that is not used for the Project.
- 4.5 In some situations projects may receive funding from more than one source. This may have implications for the Project. Before the Effective Date, you must ensure you secure funding for any part of the Project which is not funded by the Award. We will not be responsible for any cost overrun incurred during the course of the Project. You will be required to make up any shortfall from alternative sources. You agree to notify us in writing of any amount of other funding including other public sector funding (if any) and/or guarantees secured by or offered to you for the Project as soon as it is approved and outline whether this other funding may impact on these Funding Terms and Conditions. By accepting the Award, you are confirming that you have not already received duplicate funding from another source for the Project being funded by this Award.
- 4.6 You agree to undertake the Project with (i) reasonable skill and care and to applicable professional standards (ii) in compliance at all times with the terms of these Funding Terms and Conditions and all Applicable Law in force from time to time. You will allocate sufficient resources to enable you to comply with your obligations under these Funding Terms and Conditions.
- 4.7 You agree to comply with, and complete and return any forms or reports from time to time as detailed in Clause 4.8 and as reasonably requested by us in order for us to comply with our legal and regulatory requirements, internal risk management, and to comply with any requirements the Head Funder imposes on us (if any), and in order for us to demonstrate impact and further our charitable objects.
- 4.8 You agree to submit to us a Scientific Report and a Statement of Expenditure on a quarterly basis (so for the period up until the end of September, end of December, end of March and end of June) during the Funding Period and/or the Interim Period as the case may be within forty-five (45) calendar days from the end of that reporting period. The Scientific Report and Statement of Expenditure submitted by you must be substantially in the form of templates provided to you by us.

- 4.9 In some situations we are in receipt of funding from a Head Funder, part or all of which we may flow to you. In such circumstances we have obligations under the Head Funder arrangements between us and that Head Funder which we need to comply with and which we do not wish to be in breach of through our sub-funding arrangements. We endeavour to communicate any relevant requirements of the Head Funder to you during the application or award process. If there are no such requirements in place then this Clause does not apply to you. You acknowledge this arrangement and you will endeavour not to do anything to put us in breach of the requirements of the Head Funder (if any).
- 4.10 You agree not to, and you shall ensure that your Representatives shall not intentionally or negligently at any time do or say anything which damages or which could reasonably be expected to damage the interests or reputation of us or the Head Funder (if any) or their respective officers, employees, agents or contractors during the Interim Period and the Funding Period and three months after the End Date in respect of the Project. If any such issues arise the parties shall discuss, in good faith, any such concerns in order to resolve them constructively and if necessary refer to the dispute resolutions provisions contained herein.
- 4.11 Expenditure incurred under the Project during the Interim Period may only be invoiced after we have received your signed Project Start Confirmation Form. You agree to keep full and proper accounts and records of income and expenditure with regard to the Award and we will be entitled to receive copies of all information reasonably required on request including, without limitation, bank statements, receipts, vouchers for expenditure incurred, and Statements of Expenditure. In accordance with Clauses 3.3 and 4.8, final Statements of Expenditure must be submitted to us within forty-five (45) calendar days of the End Date and we reserve the right to query and to audit the administration by you of the Award and the Project on reasonable written notice to you. This provision shall survive termination or expiration of these Funding Terms and Conditions.
- 4.12 Where we and/or the Head Funder reasonably require more information or consider that any report and/or other documentation is not acceptable, or where we and/or the Head Funder believe that the performance of the activity undertaken is not materially in accordance with these Funding Terms and Conditions, we shall provide sufficient details to you to enable you to rectify the situation within an appropriate time frame.
- 4.13 You undertake to work with us to monitor and evaluate progress made towards achieving the Project through regular communication, face to face meetings if required and Scientific Reports and agree to provide any relevant information related to the activities detailed in the Project and these Funding Terms and Conditions as and when reasonably requested which shall not be required more frequently than quarterly regarding provision of progress reports. You also undertake to assist us with completing any monitoring and evaluation requirements that the Head Funder requires as communicated to you from time to time including by submitting relevant information on the Head Funder's online monitoring system, and preparing an end of award report (if applicable).
- 4.14 We and the Head Funder reserve the right to call for periodic updates on the Project's progress or to visit the Project team, or request participation in evaluation studies. You must make all reasonable efforts, if so invited, to respond to requests for information or to attend events or activities organised by us or UKRI concerning the research undertaken, including requests or events after the end of the Funding Period.

- 4.15 You will use your reasonable endeavours to ensure that you do not become involved in any conflict of interest between the interests of us and/or the Head Funder and your interests in relation to the Project. You shall notify us in writing as soon as is practically possible of any potential conflict of interests and shall work with us to resolve any such issues. In the event that a material conflict of interest does arise in relation to the Project, we reserve the right to suspend or terminate these Funding Terms and Conditions if such conflict cannot be resolved within an appropriate time frame.
- 4.16 You must notify us of any changes to your constitution, legal form, membership structure (if applicable) or ownership, including those that might affect your eligibility to hold the Award or to deliver the Project or any other changes which affect your ability to comply with these Funding Terms and Conditions.
- 4.17 Costs associated with students must not be charged to the Award. These costs must be met by other resources held by you which can include, for example, UKRI Training Grants if the students hold a UKRI studentship. Students are able to undertake paid work within your institution as casual assistance, this should be evidenced with a clear audit trail and should not form part of the formal studentship training.
- 4.18 You are wholly responsible for staff and secondees funded from the Award, and accept all duties owed to and responsibilities for these staff, including, without limitation, their terms and conditions of employment, and their training and supervision, arising from the employer/employee relationship.
- 4.19 You are expected to adopt the principles, standards and good practice for the management of research staff set out in the 2019 Concordat to Support the Career Development of Researchers, including any subsequent amendments (<https://www.vitae.ac.uk/policy/concordat>).
- 4.20 You accept that the Award will be spent in accordance with the principles contained within Managing Public Money (<https://www.gov.uk/government/publications/managing-public-money>).

5 Maternity, Paternity, Adoption and Parental Leave

- 5.1 At the end of the Funding Period we will reimburse costs incurred by you to cover any additional net parental leave costs that cannot be met within the cash limit of the Award including statutory maternity, paternity, adoption and parental pay for staff, within the directly incurred staff costs in the approved Budget. This will be payable only for the percentage of time that the staff are contracted to the Award and which arose during the Interim Period and/or the Funding Period.
- 5.2 Within the cash limit of the Award, the Award may be used to meet the costs of making a substitute appointment and/or extending the Award to cover a period of parental leave for staff within the directly incurred staff costs. Directly allocated and indirect staff costs will not be increased as a result of such extensions.
- 5.3 You will be responsible for any liability for parental leave pay for staff supported by the Award outside the original Funding Period and/or Interim Period.

6 Sick Leave

- 6.1 At the end of the Funding Period, we will reimburse you for any additional net sick leave costs that cannot be met within the cash limit of the Award for staff within the directly incurred staff costs, except where you have already recovered these costs by claiming statutory sick pay from the relevant government departments. This will be payable only for the percentage of time that the staff are contracted on the Award during the Interim Period and/or Funding Period.
- 6.2 Within the cash limit of the Award, the Award may be used to meet the costs of making a substitute appointment and/or extending the Award to cover a period of sick leave for staff within the directly incurred staff costs (as outlined in Clause 6.1). Directly allocated and indirect staff costs will not be increased as a result of such extensions.
- 6.3 You will be responsible for any liability for sick leave pay for staff supported by the Award outside the original Funding Period and/or Interim Period.
- 6.4 Where there is a continuous period of sick leave in excess of 3 months, you may request approval for a substitute appointment to safeguard progress on the Project. Where a research assistant has been on sick leave in excess of 3 months, you must comply with all obligations to consider reasonable adjustments before making a substitute appointment. Where a research assistant has been on sick leave for an aggregate (not necessarily continuous) period in excess of 3 months, where this is due to a single condition or a series of related conditions, you may request an extension to the Funding Period.

7 State Aid and Subsidy Control

- 7.1 Unless Clause 7.5 applies, you must ensure at all times that the Award is compliant with any legislation applicable in the United Kingdom on or after 1 January 2021 that regulates the granting by a public sector body of any advantage which threatens to or actually distorts competition in the United Kingdom and/or any other country or countries ("**UK Subsidy Control Framework**").
- 7.2 You must inform us of any other public funding applied for or awarded against the eligible costs covered by this Award.
- 7.3 We will immediately suspend the Award and may require the Award to be repaid if you are found to have received aid that is deemed to be in breach of the UK Subsidy Control Framework.
- 7.4 No subcontract or other agreement with a Collaborator or any other third party can be made which would constitute a breach of the UK Subsidy Control Framework.
- 7.5 The EU State Aid regulations will apply to the Award where we returned the Award offer acceptance to the Head Funder before 1 January 2021 or where a subgrant funding will affect trade between Northern Ireland and the EU as envisaged by Article 10 of the Protocol on Ireland/Northern Ireland in the EU Withdrawal Agreement. In such cases, Clauses 7.6 to 7.11 below will apply instead of Clauses 7.1 to 7.4.
- 7.6 Where you have been informed that use of the Award counts as either De Minimis or has been awarded through the UKRI Research, Development and Innovation Scheme operating under Commission Regulation (EU) No 651/2014 (the General Block Exemption Regulation ("**GBER**")) and subsequent amendment, you must ensure at all times that you are compliant with the State Aid regulations under which the Award has been granted.

- 7.7 You must inform us of any other public funding applied for or awarded against the eligible costs covered by this Award. It is your responsibility to ensure that the cumulative total of public funding and aid intensity you are receiving for the Project does not exceed those limits stated under De Minimis or GBER. You must ensure that you comply with State Aid rules, which are those rules contained in Articles 107 to 109 of Section 2, Title VII, of the Common Rules on Competition, Taxation and Approximation of Laws, Consolidated versions of the Treaty on European Union and the Treaty on the Functioning of the European Union (2008/C 115/01).
- 7.8 We will immediately suspend the Award if you become subject to a recovery order that follows on from a previous European Commission decision, which declares any aid you have received as illegal and incompatible with the internal market.
- 7.9 Where you are required by an order of the European Commission to repay any part of the Award to us and/or the Head Funder that is found to be unlawful State Aid, interest will be charged on the amount being reclaimed from the date of payment at the applicable legislated rate.
- 7.10 No subcontract or other agreement with a third party can be made which would constitute a breach of your obligations under the EU State Aid regulations.
- 7.11 You acknowledge that we and/or the Head Funder may be required to provide the European Commission with information about the financial assistance given to you by us and you agree to provide such assistance as we and/or the Head Funder shall reasonably request.

8 Working with Third Parties

- 8.1 Where you wish to carry out the Project in partnership and/or collaboration with, and will pass some or all of the Award to, third party organisation(s) (such third-party organisation(s) not being a party to these Funding Terms and Conditions, you are expected to have:
- 8.1.1 undertaken appropriate due diligence on your Collaborators in advance of any collaboration. You are expected to pay due regard to UKRI's requirements (www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/equitable-partnerships/) and where potential risks are identified, you agree to inform us and manage that risk before any Award activity or collaboration affected by the risk begins / is continued. You are expected to undertake any such due diligence in line with UKRI's Principles on Trusted Research and Innovation (<https://www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/trusted-research-and-innovation/>); and
- 8.1.2 entered into an appropriate collaboration agreement with the Collaborators on terms which reflect the nature of the collaboration and are no less onerous than these Funding Terms and Conditions which relate to this Project and ensure the Collaborators comply with these Funding Terms and Conditions.
- 8.2 If you have not put in place a collaboration agreement with the Collaborators (if any) as noted above in Clause 8.1.2 any expenditure incurred by any of the Collaborators cannot, unfortunately, be charged to the Award. This is because our Head Funder will not permit this. Any such expenditure will, therefore, be at your/their own risk and we cannot be held liable for it.
- 8.3 It is your responsibility to ensure that any Collaborators you may be working with submit to you the relevant invoices in good time for you to be able to submit them to us by the Final Invoice Date.

9 Capital Assets

- 9.1 A “**Capital Asset**” means any item of equipment or other asset costing £1,000 (one thousand pounds) (excluding VAT) or more which, on the date of purchase, has a useful life of more than one year and is purchased wholly or partly out of the Award.
- 9.2 You shall obtain the prior written consent from us (and, where applicable, the Head Funder) before purchasing any Capital Asset. For the avoidance of doubt, if the purchase of a Capital Asset has been included in your application or Budget as agreed with us, it shall have been deemed approved. The procurement of a Capital Asset must comply with all relevant legislation and consideration must be given to the energy and waste implications of all procurements.
- 9.3 Subject to Clause 9.2, you shall notify us in writing of the purchase of any Capital Asset, its date of purchase, its purchase price (excluding VAT), its location and details of anyone else having an interest in the Capital Asset.
- 9.4 You will ensure, at your own cost, that you have in place appropriate insurance to cover loss or damage of the full replacement value of the Capital Asset. We shall not be liable to replace or repair a Capital Asset in the event of any loss or damage.
- 9.5 You shall not loan any Capital Asset to a third party or dispose of any Capital Asset without our prior written approval. We may require the sale of any Capital Asset at open market value and may also require payment to us of a share of the net proceeds of sale in proportion to the amount of Award contributed to its purchase.
- 9.6 For contracts over £25,000 (excluding VAT), professionally qualified procurement staff must be consulted before the procurement process begins. Any proposal to purchase equipment in the last 6 months of the Award must be pre-approved by us.
- 9.7 You must inform us if the need for equipment diminishes substantially or it is not used for the purpose for which it was funded during the Funding Period. We reserve the right to determine the disposal of such equipment and to claim the proceeds of any sale. Any proposal to transfer ownership of the equipment during the period of the Award requires prior approval from us.
- 9.8 All new equipment purchased over £138,000 (£115,000 excluding VAT) must be registered on the “Equipment data” national database available at <https://equipment.data.ac.uk/> or any alternative as informed to you by us from time to time.
- 9.9 This Clause 9 shall survive termination of these Funding Terms and Conditions.

10 Withholding, Reduction and Repayment of the Award

- 10.1 We may (and may be obliged by the Head Funder to):
- 10.1.1 reduce or withhold a reasonable proportion of the Award if you fail to comply with the material terms of these Funding Terms and Conditions and fail to remedy such material non-compliance within a reasonable time frame which shall be no longer than sixty (60) calendar days;
- 10.1.2 reduce or withhold a reasonable proportion of the Award if you breach Clause 4.4;

- 10.1.3 reduce, withhold or claim a repayment (in full or in part) of a reasonable proportion of the Award if you make a material change to the Project which we and/or the Head Funder (if applicable) have not approved. For the avoidance of doubt, the parties acknowledge and understand that during the course of carrying out research the details of such research may change. Nothing in this provision seeks to limit the freedom of the researchers in carrying out their research provided that it remains within the broad description of the Project contained in these Funding Terms and Conditions;
 - 10.1.4 reduce, withhold or claim a repayment (in full or in part) of a reasonable proportion of the Award if you dispose of a Capital Asset without our prior written consent;
 - 10.1.5 reduce, withhold or claim a repayment (in full or in part) of a reasonable proportion of the Award if there is any material financial irregularity or fraud in the operation of the Project;
 - 10.1.6 claim a repayment of any overpayment of Award where we have made an overpayment of Award to you;
 - 10.1.7 reduce, withhold or claim a repayment (in full or in part) of a reasonable proportion of the Award if the Head Funder reduces the amount of funding available, withdraws funding or demands repayment of any part of the Award, as may be applicable, subject to reasonable payments that we agree may be necessary to cover outstanding and unavoidable financial commitments. For the avoidance of doubt, if our agreement with the Head Funder is terminated or reduced in value, we shall not be liable to you for payment, redundancy or any other compensatory payment for the dismissal of staff funded by the Award;
 - 10.1.8 reduce the value of the Award during its lifetime in accordance with the GDP Deflators published by HM Government or any other Government decisions in the event the Head Funder varies the Award under the terms of any agreement between us and the Head Funder; and/or
 - 10.1.9 reduce, withhold or claim a repayment (in full or in part) of the Award if we are required to repay the Head Funder in the event the Award is deemed to be in breach of the UK Subsidy Control Framework and/or any State Aid regulations. In such case, interest will be charged on the amount repaid from the date of payment at the applicable legislated rate.
- 10.2 We will keep you informed of any matters beyond our control regarding Clause 10.1, in particular relating to the Head Funder. If any matters arise in relation to Clause 10.1 which are of concern to you, we will endeavour to liaise with you to understand the nature and extent of such concern and to resolve the matter. In the event that the amount of any Award is reduced, or requires repayment, etc, we will notify you in writing of any decision we (or the Head Funder) have taken to reduce, withhold or claim a repayment of the Award or any part of it and will, if appropriate, arrange a meeting with you to discuss the impact of such decision.
- 10.3 If we require repayment of the Award or any part of it in accordance with this Clause 10, you shall make repayment within sixty (60) calendar days.

- 10.4 The Award is fully inclusive of any and all taxes (including VAT) that may be payable in connection with the Award, and receipt or use of the Award. You will deduct any such taxes out of the Award and in no circumstances shall we be required to pay any additional sums in respect of such taxes. In the event that we are required by the laws or regulations of any applicable jurisdiction to deduct any withholding tax or similar taxes from the Award, we will claim a repayment (in full or in part) of a reasonable proportion of the Award or deduct and account for such taxes before paying the remainder of the Award to you and we shall notify you in writing of all such sums properly deducted.

11 Changing the Scope of the Project

- 11.1 If you wish to materially change the scope of the Project beyond the agreed Project, or make any change to the use of the Award under the Budget, you must first submit details of the requested material change to us in writing and such material change shall only be implemented if agreed in accordance with the remainder of this Clause 11.
- 11.2 No substantive change to the experimental design of a Project involving the use of animals or human participation, which might affect the ethical characteristics of the award, are permitted without our prior approval.
- 11.3 If you request a material change to the scope of the Project, you shall send such request to us in writing, accompanied by a written description of the following matters:
- 11.3.1 details of the material change;
 - 11.3.2 the likely time required to implement the material change;
 - 11.3.3 any foreseeable impact that the proposed material change may have on your compliance with the Qualifying Criteria (if any); and
 - 11.3.4 any other impact of the proposed material change on the Funding Terms and Conditions.
- 11.4 We will withhold or give our consent to such material change in our sole discretion. If you propose to make significant changes to the Project, we may require you to submit a revised description of your project for our approval and we reserve the right to make a new Award in place of the existing Award or to revise, retain or terminate the existing Award. In the event that such material change is implemented without our consent Clause 17.1.1 shall apply.
- 11.5 For the avoidance of doubt, nothing in this Clause 11 seeks to unreasonably limit or restrict you from carrying out the research as described in these Funding Terms and Conditions and the agreed Project and this Clause 11 intends to deal with material changes only.

12 Intellectual Property Rights

- 12.1 All Background IPR is and shall remain the exclusive property of the party owning it and, except as expressly provided in these Funding Terms and Conditions, no party shall acquire any rights in or to the Background IPR of the other party.
- 12.2 All Foreground IPR created by you will be owned by you. Where the Award is associated with other project partners or third-party organisations, the basis of collaboration between the organisations including ownership of intellectual property and rights to exploitation, is expected to be set out in a formal collaboration agreement in a way that is proportionate to and appropriately reflects the exact nature of the collaboration.

- 12.3 In accordance with our and the Head Funder's (if any) commitment to open science, subject to Clause 14, you agree that you will use your reasonable endeavours to make available Foreground IPR in accordance with normal academic practice and UKRI's policy on Open Access (<https://www.ukri.org/manage-your-award/publishing-your-research-findings/making-your-research-publications-open-access/>), or an equivalent access arrangement appropriate to the relevant Intellectual Property Rights, at no cost (unless agreed otherwise by us). You acknowledge you are aware of our Open Publication of Research Outputs Policy Statement found on our website. This Clause shall survive termination or expiration of the Funding Terms and Conditions.
- 12.4 You hereby grant to us an irrevocable, royalty-free, non-exclusive, fully-sub-licensable, worldwide right and licence to use the Foreground IPR for research, academic, and teaching purposes, including (where applicable) a right to grant a sub-licence to the Head Funder, if any, where required under the terms of any Head Funder agreement between the Head Funder and us. For the avoidance of doubt, neither will we nor will the Head Funder gain any ownership rights in the Foreground IPR. This Clause shall survive termination or expiration of these Funding Terms and Conditions.
- 12.5 In addition to the licence granted to us under Clause 12.4, you hereby grant to us an irrevocable, royalty-free, non-exclusive, worldwide right and licence to use any information, data, reports, documents, or other materials obtained, created or developed in the course of the Project for non-commercial purposes to publicise and report on our activities in connection with the Award and the delivery of the Project. This Clause shall survive termination or expiration of these Funding Terms and Conditions.
- 12.6 If we or our Representatives (the "**Exercising Party**") requires the use of Background IPR belonging to or licensed to you or your Representatives (the "**Other Party**") incorporated into the Foreground IPR and necessary to exercise the licence to the Foreground IPR then, provided the Other Party is free to license the Background IPR in question, the Other Party agrees that it will not unreasonably refuse to grant, or delay in granting a licence to the Exercising Party so that the Exercising Party may use such Background IPR for the purpose of exercising its rights in the Foreground IPR. This Clause shall survive termination or expiration of these Funding Terms and Conditions.
- 12.7 You are responsible for ensuring that all parties engaged in the research make every reasonable effort to ensure that the intellectual assets obtained in the course of the research, whether protected by intellectual property rights or not, are used to the benefit of society and the economy.

13 Limitation of liability

- 13.1 Nothing in these Funding Terms and Conditions shall exclude or restrict the liability of you or us to the other for:
- 13.1.1 death or personal injury resulting from negligence; or
- 13.1.3 fraudulent misrepresentation; or
- 13.1.3 any sums due in respect of the Award; or
- 13.1.4 any liability which may not be limited under any Applicable Law.

- 13.2 Under no circumstances shall either party be liable to the other for any actual or alleged indirect or consequential loss or loss of profit (whether direct or indirect), howsoever arising, suffered by the other.
- 13.3 Subject to Clauses 13.1 and 13.2, our total liability to you in respect of all losses arising under or in connection with these Funding Terms and Conditions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the lesser of the amount of the Award or fifty thousand pounds (£50,000).
- 13.4 Subject to Clauses 13.1 and 13.2, your total liability to us in respect of all losses arising under or in connection with these Funding Terms and Conditions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the amount of the Award plus any of our associated reasonably incurred and documented legal costs..
- 13.5 We accept no liability, financial or otherwise, or expenditure or liability, arising from the research funded by the Award except as set out in these Funding Terms and Conditions. You are responsible for ensuring that the Project carried out by you and/or your Representatives and any partners or collaborators, comply with these Funding Terms and Conditions.
- 13.6 Neither party shall be liable to the other under these Funding Terms and Conditions for any loss, damage, costs, expenses or other claims for compensation arising as a direct or indirect result of breach or non-performance of these Funding Terms and Conditions due to a Force Majeure Event (as defined in Clause 22.2).
- 13.7 Where studies are carried out in an NHS Trust or equivalent, the Trust or equivalent has a duty of care to its patients. We do not accept liability for any failure in the Trust's duty of care, or any negligence on the part of its employees.
- 13.8 This Clause 13 shall survive termination of these Funding Terms and Conditions.

14 Confidentiality obligations

- 14.1 In return for the Disclosing Party making Confidential Information available to the Receiving Party, unless otherwise agreed in writing by the Disclosing Party, the Receiving Party undertakes to the Disclosing Party that it shall:
- 14.1.1 keep the Confidential Information secret and confidential;
 - 14.1.2 not use or exploit the Confidential Information in any way except for the Project;
 - 14.1.3 not directly or indirectly disclose or make available any Confidential Information in whole or in part to any person, except as expressly permitted by, and in accordance with these Funding Terms and Conditions;
 - 14.1.4 not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Project. Any such copies, reductions to writing and records shall be the property of the Disclosing Party;
 - 14.1.5 not use, reproduce, transform or store the Confidential Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means outside its usual place of business; and
 - 14.1.6 ensure that any document or other records containing Confidential Information shall be kept at its premises and shall not remove or allow those documents and records to be moved from those premises.

- 14.2 The Receiving Party shall establish and maintain adequate security measures (including any reasonable security measures proposed by the Disclosing Party from time to time) to safeguard the Confidential Information from unauthorised access or use.
- 14.3 The obligations in Clause 14.1 shall not apply to Confidential Information to the extent such information:
- 14.3.1 is, or becomes, generally available to the public other than as a direct or indirect result of the information being disclosed by the Receiving Party or its Representatives in breach of these Funding Terms and Conditions;
 - 14.3.2 was available to the Receiving Party on a non-confidential basis prior to disclosure by the Disclosing Party;
 - 14.3.3 was, is, or becomes available to the Receiving Party on a non-confidential basis from a person who, to the Receiving Party's knowledge, is not under any confidentiality obligation in respect of that information;
 - 14.3.4 was lawfully in the possession of the Receiving Party before the information was disclosed by the Disclosing Party; or
 - 14.3.5 is developed by or for the Receiving Party independently of the information disclosed by the Disclosing Party.
- 14.4 Confidential Information shall not be exempted under Clause 14.3 from restriction under these Funding Terms and Conditions by reason only that:
- 14.4.1 some or all of the features of the Confidential Information (but not the combination and principle of it) are or become published or available to the public generally or are known to or in the possession of or are subsequently received by the Receiving Party; or
 - 14.4.2 such information could be derived or obtained from information which is or becomes published or available to the public generally or is in the possession of or becomes available to the Receiving Party if so to obtain or derive it would require substantial skill, labour or expense.
- 14.5 The Receiving Party may disclose the Confidential Information to its Representatives on the basis that it:
- 14.5.1 informs those Representatives of the confidential nature of the Confidential Information before it is disclosed;
 - 14.5.2 procures that those Representatives comply with the confidentiality obligations in Clause 14.1 as if they were the Receiving Party; and
 - 14.5.3 keeps a written record of those Representatives.
- 14.6 The Receiving Party shall be liable for the actions or omissions of the Representatives in relation to the Confidential Information as if they were the actions or omissions of the Receiving Party.
- 14.7 Subject to the provisions of this Clause 14, the Receiving Party may disclose Confidential Information to the minimum extent required by:
- 14.7.1 an order of any court of competent jurisdiction or any regulatory, judicial, governmental or other authority of competent jurisdiction;
 - 14.7.2 to the extent applicable, the rules of any listing authority or stock exchange on which its shares or those of its Group Companies are listed or traded; or

- 14.7.3 the laws (including but not limited to freedom of information legislation if applicable) or regulations of any country to which its affairs are subject.
- 14.8 Before the Receiving Party discloses any Confidential Information pursuant to Clause 14.7 it shall, to the extent permitted by law, give the Disclosing Party as much notice of this disclosure as possible. Where notice of such disclosure is not prohibited and is given in accordance with this Clause 14.8, the Receiving Party shall take into account the Disclosing Party's requests in relation to the content of this disclosure.
- 14.9 If so requested by the Disclosing Party at any time by notice in writing to the Receiving Party, or on termination or expiry of these Funding Terms and Conditions, the Receiving Party shall:
- 14.9.1 destroy or, at the Disclosing Party's discretion and instruction, return to the Disclosing Party all documents and materials containing, reflecting, incorporating or based on the Disclosing Party's Confidential Information;
- 14.9.2 erase (to the extent technically and legally practicable) all the Disclosing Party's Confidential Information from its computer and communications systems and devices used by it, or which is stored in electronic form (including where storage services are provided by third parties); and
- 14.9.3 confirm in writing to the Disclosing Party that it has complied with the requirements of this Clause 14.9.
- 14.10 Nothing in Clause 14.9 shall require the Receiving Party to return or destroy any documents and materials containing or based on the Confidential Information that the Receiving Party is required to retain by Applicable Law, or to satisfy the requirements of a regulatory authority or body of competent jurisdiction or the rules of any listing authority or stock exchange to which it is subject. The provisions of these Funding Terms and Conditions shall continue to apply to any documents and materials retained by the Receiving Party pursuant to this Clause 14.10.
- 14.11 The Disclosing Party reserves all rights in its Confidential Information. The disclosure of Confidential Information by the Disclosing Party to the Receiving Party does not give the Receiving Party or any other person any licence or other right in respect of any Confidential Information beyond the rights expressly set out in these Funding Terms and Conditions.
- 14.12 Except as expressly stated in these Funding Terms and Conditions, the Disclosing Party makes no express or implied warranty or representation concerning its Confidential Information, including the accuracy or completeness of the Confidential Information.
- 14.13 This Clause 14 shall survive termination of these Funding Terms and Conditions for a period of 5 years.

15 Publication

- 15.1 In accordance with academic standards and custom, each party shall properly acknowledge in all publications the other party's authorship and contributions to the Project.
- 15.2 When publishing materials from the Project the publishing party shall use its reasonable endeavours to include relevant disclaimers regarding warranties or any fitness for a particular purpose or application.
- 15.3 You will comply with the terms of Clause 12.3 regarding publishing materials openly.
- 15.4 This Clause 15 shall survive termination or expiration of these Funding Terms and Conditions.

16 Publicity

- 16.1 Unless permitted under these Funding Terms and Conditions, neither party shall use the name of the other party or any trade name or trade mark used by the other party or refer to the other party in any other way in any press release, promotional literature, publications or advertising material, including any website, “blogs”, social media or other online services, without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed. For the avoidance of doubt, the Head Funder and we are permitted to publish information about the Project and the Award on our respective websites. We may work with your Proposal Lead to develop content for our webpage.
- 16.2 Publications and other forms of media communication, including media appearances, press releases and conferences, must acknowledge the support received from UKRI, EPSRC and us by quoting the grant reference number if appropriate. Journal publications should acknowledge the funding source using the following standard format:
- 'This work was supported by Towards Turing 2.0 under the EPSRC Grant [INSERT NUMBER] & The Alan Turing Institute'.*
- 16.3 You will be notified of the grant number in due course.
- 16.4 In any online (including all forms of social media) or printed materials (including press releases, posters, exhibition materials and other publications) related to activities funded by the Award, you must make reference to this funding and include our logo and the logos of UKRI and EPSRC.
- 16.5 Further details on how to acknowledge funding can be found in UKRI's fEC Grant Guidance document and our brand guidelines which are available on request.
- 16.6 This Clause 16 shall survive termination of these Funding Terms and Conditions.

17 Termination

- 17.1 Without prejudice to any other rights or remedies which we may have, we may terminate these Funding Terms and Conditions without liability to you immediately on giving notice to you if:
- 17.1.1 you use all of the Award or any material part of it other than for the Project and this expenditure has not been agreed to by us;
 - 17.1.2 the agreement between us and the Head Funder (if any) is suspended or terminated (excluding any suspension or termination due to a material breach solely by us);
 - 17.1.3 we find that you have been or are in receipt of duplicate funding (as detailed in Clause 4.5) either before or during the Interim Period and/or the Funding Period;
 - 17.1.4 in the event that the Head Funder (if any) changes or amends unilaterally its requirements relating to the monies awarded to us out of which this Award is made to you and you are unable or unwilling to accept such changes; or
 - 17.1.5 there is a change of Control of you.
- 17.2 Without limiting its other rights or remedies, either party may give notice in writing to the other terminating these Funding Terms and Conditions with immediate effect if:

- 17.2.1 the other party commits any material breach of any of the terms of these Funding Terms and Conditions and that breach (if capable of remedy) is not remedied within twenty-eight (28) calendar days, or such other reasonable period as agreed in writing between the parties, of notice being given requiring it to be remedied (and where such breach is not capable of remedy, the terminating party shall be entitled to terminate these Funding Terms and Conditions with immediate effect);
 - 17.2.2 an order is made or a resolution is passed for the winding-up of the other party or an administrator is appointed by order of the court or by other means to manage the affairs, business and property of the other party or a receiver and/or manager or administrative receiver is validly appointed in respect of all or any of the other party's assets or undertaking or circumstances arise which entitle the Court or a creditor to appoint a receiver and/or manager or administrative receiver or which entitle the Court to make a winding-up or bankruptcy order or the other party takes or suffers any similar or analogous action (in any jurisdiction) in consequence of debt; or
 - 17.2.3 the other party ceases, or threatens to cease, to carry on business.
- 17.3 In any circumstances where we have the right to terminate these Funding Terms and Conditions in accordance with the termination provisions of these Funding Terms and Conditions we may instead, by serving written notice on you, suspend the payment of the Award for a reasonable period.
- 17.4 Termination of these Funding Terms and Conditions, however it arises, shall:
- 17.4.1 be subject to any payment we agree may be necessary to cover outstanding and unavoidable commitments. We accept no liability for payment, redundancy or any other compensatory payment for the dismissal of staff funded by the Award; and
 - 17.4.2 not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision surviving termination.

18 Sanctions

- 18.1 We reserve the right to impose financial sanctions and/or additional measures if you do not comply with your obligations as set out in these Funding Terms and Conditions.
- 18.2 If the end of award report (if required), the final Scientific Report, the final Statement of Expenditure or any other reporting requirement as communicated to you, is not received within forty-five (45) days of the End Date, we will recover 20% of expenditure incurred on the Award. All payments will be recovered if the relevant reporting requirement is not met within 3 months of the End Date. You may appeal a sanction, but must do so within 30 days of the pay run in which the sanction is imposed.

19 Data Processing

- 19.1 In this Clause:

- 19.1.1 “**Data Protection Legislation**” shall mean any applicable law relating to the processing, privacy and use of Personal Data, as applicable to either party or the Project under these Funding Terms and Conditions, including the DPA, the Privacy and Electronic Communications (EC Directive) Regulations 2003, and/or the GDPR and/or the UK GDPR, and/or any corresponding or equivalent national laws or regulations, including statutory instruments; and any laws which implement any such laws; and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; and all guidance, guidelines, codes of practice and codes of conduct issued by any relevant regulator, authority or body responsible for administering Data Protection Legislation (in each case whether or not legally binding);
- 19.1.2 “**DPA**” means the UK Data Protection Act 2018;
- 19.1.3 “**UK GDPR**” means the implementation of the General Data Protection Regulation (EU) 2016/679 into UK law; and
- 19.1.4 “**Personal Data**” means “personal data” (as defined in the Data Protection Legislation) that are processed under these Funding Terms and Conditions.
- 19.2 You shall not breach the Data Protection Legislation and shall not do or omit to do anything that might cause us to be in breach of the Data Protection Legislation in relation to these Funding Terms and Conditions.
- 19.3 You agree to the content of your Project application, including any Personal Data within it, being made available on the Head Funder’s website as well as our website and being used by the Head Funder and us. This includes information relating to groups such as students, supervisors, project partners, investigators, named researchers and support staff.
- 19.4 The Head Funder (if applicable) and we may use the data provided to us, during the application stage of your Project and during the Funding Period, to publish information on awards made. The Head Funder and we may also share information with third parties to support, for example, open access publication and reporting outcomes via Researchfish and you agree to the same and ensure that you have obtained any requisite consents and approvals for the same.
- 19.5 Further information about the Head Funders’ use of grant proposal information can be found here (www.ukri.org/apply-for-funding/before-you-apply/your-responsibilities-if-you-get-funding/meeting-ukri-terms-and-conditions-for-funding/), UKRI’s Privacy Notice can be found here (www.ukri.org/about-us/privacy-notice/) and our Privacy Notice can be found here (<https://www.turing.ac.uk/privacy-policy>).
- 19.6 You must ensure that the individuals whose personal data may be used are made aware of use by the Head Funder, UKRI and/or us under this Clause 19.

20 **Audit**

- 20.1 You will fully co-operate with and provide reasonable assistance to us in meeting our audit and regulatory requirements by providing access upon giving reasonable notice for us, the Head Funder, their internal auditors (which shall include, for the purposes of these Funding Terms and Conditions our internal audit, security and operational risk functions), their external auditors or any agents appointed by us and/or the Head Funder or their regulators (or any person appointed by such body) to conduct appropriate reviews and inspections of your activities, procedures and records (and to take copies of records and documents and interview members of your Representatives) relating to the Award and the Project. Such audit shall be no more than once per year.

- 20.2 If we request it, you must provide a Statement of Expenditure for the Award, independently examined by an auditor who is a member of a recognised professional body, certifying that the expenditure has been incurred in accordance with these Funding Terms and Conditions. You shall maintain all records relating to these Funding Terms and Conditions (including, without limitation, records relating to the Award and the Project) for a period of six (6) years following the year in which the Project is completed or the submission date of the final Statement of Expenditure, whichever is later. Such audits shall take place on Working Days. This Clause 20 shall survive termination of these Funding Terms and Conditions for a period equivalent to this.
- 20.3 You shall bear your own cost in relation to any reasonable number of audits carried out by us and/or the Head Funder. Where any audit reveals any material breach or non-compliance with the terms of these Funding Terms and Conditions by you, you shall also bear the reasonable and documented costs of us and/or the Head Funder carrying out such audit.
- 20.4 We reserve the right to instigate a review of all or part of the Award, including but not limited to the quality of research, impact, added value, overall vision and ambition, leadership quality, and management strategy, at any stage during the lifetime of the Award as well as after the Award. We will give you due notice of any review and will provide details of terms of reference and documentation required. An unsatisfactory outcome of the review may result in a reduction or termination of the Award funding if still underway.

21 Research Governance

21.1 Research Ethics, Misconduct and Conflicts of Interest:

- 21.1.1 You are responsible for ensuring that ethical issues relating to the Project are identified and brought to the attention of the relevant approval or regulatory body. Before any such work requiring approval begins, approval must have been granted by the relevant body.
- 21.1.2 You must follow UKRI's Policy and Guidelines on Governance of Good Research Conduct at: www.ukri.org/about-us/policies-standards-and-data/good-research-resourcehub/research-integrity/ and ensure that the requirements set out in the Concordat to Support Research Integrity (2012) are met. In particular, you are responsible for ensuring all necessary permissions are obtained before the Project begins, that there is clarity in roles and responsibility among grant holders, research workers, and third parties, as well as investigating and reporting unacceptable research conduct. Any potential conflicts of interest in research identified at the point of application must be declared to us and subsequently managed.
- 21.1.3 You must report to us any investigations and their outcomes into research misconduct associated with the Award in advance of any enquiry whether informal or formal, and upon request provide information on your management of research integrity and ethics as described at: www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/research-integrity/. In addition, you must provide details of any retractions or withdrawal of submissions/publications and, any allegations, proven or not, of cases of fraud or attempted fraud and any other complaint or investigation into dishonesty, fraudulent activities or business misconduct, by any regulatory body or the police into your activities or those of your staff as soon as this becomes known to you. It is a requirement that any instances of fraud or attempted fraud relating to funding received by you from us, should be reported to us. We will be required to share this information with UKRI.

- 21.2 **Use of Animals in Research.** You must comply with the provisions of the Animals (Scientific Procedures) Act 1986, and any amendments, where applicable and ensure that all necessary licences are in place before any work requiring approval takes place. You should also follow the guidance set out in “Responsibility in the use of animals in bioscience research”: <https://www.nc3rs.org.uk/responsibility-use-animals-bioscience-research>
- 21.3 **Health and Social Care Research.** You must ensure that the requirements of the Employing Organisation under the UK Policy Framework for Health and Social Care Research (or equivalent) are met for research involving National Health Service (or equivalent) patients, their organs, tissues or data, and that the necessary arrangements are in place with partner organisations.
- 21.4 **Health and Safety.** You are responsible for ensuring a safe working environment for all individuals associated with the Project, both on and off-site, and for meeting all regulatory and legislative health and safety requirements. We reserve the right to require you to undertake a safety risk assessment in individual cases where health and safety may be an issue, and to monitor and audit the actual arrangements made. In the event of a serious incident (e.g. death) we require that you inform us for risk purposes.
- 21.5 **Equality, Diversity and Inclusion.** You are expected to ensure that equality, diversity and inclusion is considered and supported at all stages throughout the performance of the Project, in alignment with UKRI’s policies and principles at: www.ukri.org/about-us/policies-standards-and-data/goodresearch-resource-hub/equality-diversity-and-inclusion/ for equality, diversity and inclusion. Your approach to supporting equality, diversity and inclusion is expected to exceed all relevant legal obligations, including but not limited to those of the Equality Act 2010.
- 21.6 **Safeguarding.** All relevant safeguarding legislation must be adhered to, we particularly draw your attention to child protection legislation and the Modern Slavery Act 2015. You must have sufficient policies and/or processes in place in order to foster safeguarding. You acknowledge you are aware of our Children and Vulnerable Adults Safeguarding Policy available on our website.
- 21.7 **Bullying and Harassment**
- 21.7.1 You must have clear, well-publicised policies, processes and training in place consistent with good practice as recommended by the Advisory, Conciliation and Arbitration Service’s (ACAS) ‘Bullying and Harassment in the Workplace: A Guide for Managers and Employers’ or equivalent framework. We expect you to take an organisation-wide approach to prevention, including appropriate leadership and management training and dedicated support on bullying and harassment. Where relevant you should take into account where applicable guidance and advice set out by:
- (i) 1752 Group, on addressing staff sexual misconduct;
 - (ii) the Office for Students, on handling harassment and sexual misconduct in higher education; and
 - (iii) the Office of the Independent Adjudicator for Students in Higher Education, on handling student complaints and academic appeals.
- 21.7.2 UKRI’s Preventing Harm (Safeguarding) in Research and Innovation policy sets out how they expect to be informed about incidences of bullying and harassment relating to UKRI funded activity and the actions they may take where they identify that institutions do not have robust processes in place.

- 21.7.3 You acknowledge you are aware of our Bullying and Harassment Policy available on our website.
- 21.8 **Whistleblowing.** You must have clear, well-publicised policies and processes in place consistent with good practice recommended by the National Audit Office Assessment Criteria for Whistleblowing policies. You acknowledge you are aware of our Whistle-Blowing (Raising Concerns) Policy found on our website.
- 21.9 **Business continuity plans.** You must have adequate business continuity plans in place to ensure minimum operational interruptions to the Project.
- 21.10 **Engaging the public.** In order to foster a research culture which values, recognises, and supports public engagement, you must adopt the principles, standards, and good practice for public engagement with research set out in the 2010 Concordat for Engaging the Public with Research.

22 **General**

- 22.1 **Applicable Law.** You will ensure that in carrying out your obligations under these Funding Terms and Conditions the Project is carried out in accordance with all applicable ethical, legal and regulatory requirements including but not limited to relevant provisions of the UK GDPR, the Data Protection Act 2018, the Bribery Act 2010, the Fraud Act 2006, the Equality Act 2010, the Modern Slavery Act 2015 and all Applicable Laws.
- 22.2 **Force Majeure.** You or we (the “**Affected Party**”), shall not be liable for failure to perform our respective obligations under these Funding Terms and Conditions, nor be liable to any claim for compensation or damages, nor be deemed to be in breach of these Funding Terms and Conditions, if such failure arises from an occurrence or circumstances beyond the reasonable control of the Affected Party, excluding an obligation to make payment, (a “**Force Majeure Event**”), provided that the Affected Party:
- 22.2.1 provides prompt written notification to the other party of the nature and extent of the Force Majeure Event causing its failure or delay in performance;
- 22.2.2 could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and
- 22.2.3 has used its reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under these Funding Terms and Conditions in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.
- If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than sixty (60) days, the party not affected by the Force Majeure Event may terminate these Funding Terms and Conditions by giving written notice to the Affected Party.
- 22.3 **Notice.** Notice given under these Funding Terms and Conditions shall be in writing, sent for the attention of the person(s) noted in the Award Letter and to the address given in the Award Letter and, subject to Clause 22.6, shall be delivered either personally, by courier, by pre-paid, first-class post or by recorded delivery.
- 22.4 A notice is deemed to have been received:
- 22.4.1 if delivered personally, by courier or by recorded delivery, at the time of delivery; or
- 22.4.2 in the case of pre-paid first class post, 48 hours from the date of posting.

- 22.5 If deemed receipt under Clause 22.4 is not within Working Hours the notice will be deemed to be received at the commencement of normal Working Hours, on the first Working Day following delivery. To prove service of notice, it is sufficient to prove that the envelope containing the notice was properly addressed and posted or handed to the courier.
- 22.6 Notice may be served by email and if no “out of office auto-reply” is received by the sender within one hour of transmission the notice will be deemed to have been delivered:
- 22.6.1 on the same Working Day if transmitted prior to 5:00pm on a Working Day in the recipient’s time zone; or
- 22.6.2 on the next Working Day if transmitted on a non-Working Day or at or after 5:00pm in the recipient’s time zone.

For the avoidance of doubt, the parties acknowledge and understand that working patterns and locations have changed during the COVID-19 pandemic and so use of email to serve notice may alter in due course. The parties may therefore amend this provision and revert to service of notice in writing as set out in Clause 22.3 above.

- 22.7 **No partnership or agency.** Nothing in these Funding Terms and Conditions is intended to, or shall be deemed to, establish any partnership or joint venture between 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.
- 22.8 **Assignment and other dealings.** Neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under these Funding Terms and Conditions without the prior written consent of the other party such consent not to be unreasonably withheld or delayed.
- 22.9 **Entire agreement.** These Funding Terms and Conditions (including the Award Letter, the agreed Project, the agreed Budget and other application information), as well as documents referred to herein, contains all the terms agreed between you and us regarding the Award and supersedes any prior agreement, understanding or arrangement between you and us, whether oral or in writing. No pre-contractual statements or representations made by you or us have been relied upon by the other in entering into these Funding Terms and Conditions. However, nothing in this Clause 22.9 shall operate to limit or exclude either party’s liability for fraud or fraudulent misrepresentation.
- 22.10 **Amendments.**
- 22.10.1 We reserve the right to amend and vary the value of the Award and/or these Funding Terms and Conditions at any time in the event the Head Funder exercises its rights to unilaterally amend or vary the value of the Award or the terms of the applicable agreement between us and the Head Funder. Additional costs incurred as a direct result of such changes should be managed within the cash limit of the Award.

- 22.10.2 If absolutely required, you may request an extension to the time limit by which you are required to return all duly signed documentation to us, or a variation to the Project information or the Budget, by formally requesting this from us by emailing TuringVision@turing.ac.uk setting out any knock-on amendments to these provisions and any related agreed Budgets etc. We may (in our sole discretion) approve such requests but only where we have received the appropriate level of detailed information from you. It is your responsibility in these circumstances to draft the amendments to the Funding Terms and Conditions and associated documents. Amendments to Budgets and the Projects may be permitted, however, changes to these Funding Terms and Conditions are highly unlikely to be successful as set out in the Award Letter.
- 22.10.3 No variation of these Funding Terms and Conditions shall be effective unless the procedure noted in Clause 22.10.2 above has been followed and we have explicitly agreed to your request.
- 22.11 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under these Funding Terms and Conditions or by Applicable Law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 22.12 **Severance.** If any provision or part-provision of these Funding Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 22.12 shall not affect the validity and enforceability of the rest of these Funding Terms and Conditions.
- 22.13 **Counterparts.** These Funding Terms and Conditions may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 22.13.1 Transmission of an executed counterpart of these Funding Terms and Conditions by email (in PDF, JPEG or other agreed format) or other agreed electronic means including but not limited to DocuSign, shall take effect as delivery of an executed counterpart of these Funding Terms and Conditions.
- 22.13.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.
- 22.14 **Third party rights.** Except as otherwise expressly provided for herein, no one other than a party to these Funding Terms and Conditions shall have any right to enforce any of its terms.
- 22.15 **Dispute resolution.** If a dispute or claim (including non-contractual disputes or claims) arises out of or in connection with these Funding Terms and Conditions or their subject matter or formation ("**Dispute**"), then you and we shall first attempt in good faith discussions to resolve the Dispute. If no such resolution is reached within a reasonable period, you and we shall follow the procedure set out in this Clause 22:
- 22.15.1 a party shall give to the other(s) written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, senior officers of each party, shall attempt in good faith to resolve the Dispute which may include mediation; and

22.15.2 if the relevant senior officers of each party are for any reason unable to resolve the Dispute within 28 days of it being referred to them, the Dispute shall be finally resolved by the courts of England and Wales in accordance with Clause 22.16 of these Funding Terms and Conditions.

22.16 **Governing law and jurisdiction.** These Funding Terms and Conditions and any Dispute (as defined in Clause 22.15) shall be governed by and construed in accordance with the laws of England and Wales and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any Dispute.

[End of document.]