The University of Manchester
Alliance Manchester Business School

The
Productivity Institute

The University of Manchester Alliance Manchester Business School
Oxford Road Manchester, M13 9PL
Email: theproductivityinstitute@manchester.ac.uk

[Name of Academic] [University/Research Organisations] [Address]

RE: Innovation Breakthrough 2025

Dear Madam or Sir,

<table>
<tr><td>Date of Award:</td><td></td></tr>
<tr><td>“Awardee”:</td><td>Insert legal name of Institution and having its main administrative offices at [Insert legal address],</td></tr>
<tr><td>“Awardee Principal Investigator”:</td><td></td></tr>
<tr><td>“Awardee Co-Investigators” (if any):</td><td></td></tr>
<tr><td>“Project” title:</td><td></td></tr>
<tr><td>Manchester Pure ID:</td><td></td></tr>
<tr><td>“Industry Partner(s)”:</td><td></td></tr>
<tr><td>“Industry Partner’s Investigator”:</td><td></td></tr>
<tr><td>“Start Date”:</td><td></td></tr>
<tr><td>“Completion Date”:</td><td></td></tr>
<tr><td>“Funding”
(All sums are inclusive of VAT where applicable, at the rate for the time being in force)</td><td>The gross maximum sum of up to £XXXX.00 (XXXX pounds sterling) shall be allocated to Awardee as further detailed in the budget table below.
<table>
<tr><th></th><th>FEC Budget (100%)</th><th>Funded Amount (80%)</th></tr>
<tr><td>Staff Academic</td><td></td><td></td></tr>
<tr><td>Fees</td><td></td><td></td></tr>
<tr><td>Travel</td><td></td><td></td></tr>
<tr><td>Consumables</td><td></td><td></td></tr>
<tr><td>Directly Allocated Costs</td><td></td><td></td></tr>
<tr><td>DA Staff Academic</td><td></td><td></td></tr>
<tr><td>DA Estates</td><td></td><td></td></tr>
<tr><td>DA Indirect Costs</td><td></td><td></td></tr>
<tr><td>Total</td><td></td><td></td></tr>
</table>
PLEASE NOTE:
• Any expenditure should only be incurred during actual the Project Period of the Project.
• Awardee shall provide valid invoices to The University of Manchester quarterly in arrears based on actual expenditure incurred, supported by a full breakdown of expenditure in accordance with the Funder’s requirements, stating the actual expenditure incurred on a full economic costing basis and requesting 80% of the actual expenditure incurred.
• The final payment will be made on completion of the Project and the receipt and acceptance of final report on the Project by The Productivity Institute.
• Please see and complete The Productivity Institute’s financial reporting claim form attached to your initial email
Invoices should quote Ref. No. R130703 and a Purchase Order Number that will be issued by The Productivity Institute.
Awardee should consider that an invoice that does not contain purchase order number is invalid for The Productivity Institute Party’s payments.
Invoices from Awardee should be raised and sent to the following email addresses at The Productivity Institute
• michael.livesey-2@manchester.ac.uk; and a copy to theproductivityinstitute@manchester.ac.uk</td></tr>
<tr><td>“Project Plan”:</td><td>Attached PDF of Project Plan</td></tr>
</table>

Conditions of the Award:

The University of Manchester, a charitable body incorporated by Royal Charter in England under number RC000797, and having its main administrative offices at Oxford Road Manchester, M13 9PL, and acting through its Productivity Institute ("The Productivity Institute") has been awarded a research grant from the ESRC (the "Funder") to set up The Productivity Institute (the "Head Terms"), the terms of which are attached as Appendix 1 to this Agreement.

The Awardee Principal Investigator has applied to the Call, on behalf of the Awardee, to secure funding in relation to the Project. The Productivity Institute hereby offers the Awardee this award (the "Award") subject to the terms and conditions of this Agreement and the Head Terms. The tasks to be undertaken by the Awardee Principal Investigator (and where applicable any Awardee Co-Investigators and/or Industry Partner's Investigators) under this Award are those specified within the Project Plan, attached to this Agreement. The Awardee shall perform these tasks between the Start Date and the Completion Date using all due diligence, skill and care, and shall be bound by and comply with any corresponding obligations imposed on The Productivity Institute by the Funder of the Head Terms as set out in Appendix 1 to this Agreement. For the avoidance of doubt, in the event of any conflict between the terms of this Agreement and the Head Terms the Head Terms shall take precedence. Any variation to this Agreement shall be in writing and signed by authorised signatories for each Party, unless agreed otherwise between the parties for any non-financial variations.

The Awardee (through the Awardee Principal Investigator) is responsible for the conduct of any co-investigators, Industry Partners, collaborators or sub-contractors who undertake or deliver any part of the Project on behalf of the Awardee. To this effect the Awardee's responsibilities extends to cover any funds that the Awardee pass on to any third party. The Awardee undertakes to ensure such third party(ies) complies with the terms and conditions of this Agreement and the Head Terms at all times. The Awardee agrees to enter into a collaborative agreement with any Industry Partner(s), and where applicable co-investigators, involved in the Project on terms that are fully complaint with and do not contradict or breach the terms of this Agreement or the Head Terms.

The Funding (as detailed above) is awarded to the named Awardee Principal Investigator (through the Awardee) for the Project working with the Industry Partner, with a view to demonstrate that the proposed research relates to the investment decision making and business planning process within UK firms. The panel agreed that this is a well-designed, timely and strategically important project, building on existing research, with clear aims and objectives, clear benefits to the external partners and academic team, and the potential for significant impact, representing good value for money. The Productivity Institute shall only pass on funds received under the Head Terms and may seek reimbursement of any funds which it is required to return under the Head Terms as a result of the Awardee's (or its staff's, students', Industry Partners', Awardee Co-Investigator(s) or sub-contractors') acts and omissions under the Project.

Additional Conditions of the Award:

1. The awarded Project will lead to a working Paper published by The Productivity Institute.
2. All funding will be subject to ESRC/UKRI's terms and the terms and conditions as per the terms of the Head Terms attached below to Appendix 1.
3. Funds are to be used for a range of research costs including researcher time, travel, events and consumables.
4. The Awardee's funded Project(s) are expected to contribute to future Productivity Institute seminars/events, and to inform The Productivity Institute of any research successes resulting from this Award (such as subsequent grants, awards and publications).
5. Awardees are expected to undertake any engagement activities which arise from the Project and report on these activities to The Productivity Institute (as per ESRC/UKRI's terms and conditions).
6. Funds will be paid quarterly in arrears based on actual costs incurred on the submission of a detailed expenditure report of costs incurred. The final payment will be made on completion

of the Project and the receipt and acceptance of final report on the Project by The Productivity Institute. Unless any VAT exemption applies, all amounts are inclusive of VAT. Payment hereunder shall be made within 30 days of receipt of an invoice, submitted in accordance with the payment details (under the "Funding" section) at the beginning of this Agreement, and subject to receipt of funds from the Funder.

7. Please note that The Productivity Institute is unable to arrange for any extension of the funds or end date past the agreed Completion Date.
8. The Awardee will need to adhere to data protection and GDPR guidelines, and to the UKRI's guidelines and procedures on research integrity, according to the UKRI's Policy and Guidelines on the Governance of Good Research Conduct, as well as the ESRC's ethics policies and procedures.

Nothing in this Agreement shall affect the ownership of any background intellectual property (being any intellectual property owned by a party prior to the commencement of the Project or generated by a party outside the scope of the Project) used in the implementation of the Project. Ownership of any intellectual property created and generated in the course of the Project (the "Results"), shall be owned by the Awardee. The Awardee grants to The University of Manchester a non-exclusive, perpetual, irrevocable, non-transferable, sub-licensable, royalty-free licence to use the Results for academic and other research purposes, including research projects funded by third parties (including commercial entities) provided that those parties gain or claim no rights to such Results.

The parties intend to publish the conclusions of the Project jointly. Authorship of any publications of the conclusions of the Project will be decided in accordance with normal academic practice.

The Awardee shall procure that in carrying out the Project it will fully comply with all applicable laws, regulations and statutes, including those relating to anti-bribery, modern slavery, and the UK's Data Protection Act and the UK General Data Protection Regulations (GDPR).

The aggregate maximum liability of either party to this Agreement under or otherwise in connection with this Agreement shall not exceed the allocated Funding to be paid to the Awardee under this Agreement. The liability of either party shall not extend to loss of profit, revenue, business opportunity or any other indirect or consequential loss or damage. For the avoidance of doubt, nothing in this Agreement shall be deemed to exclude or limit in any way liability for intentional wrongdoing or in respect of death or personal injury caused to any person as a result of negligence.

The University of Manchester may terminate this Agreement upon written notice on the occurrence of any of the following events:

i. the Awardee is in material breach of any of its obligations hereunder and such breach is not capable of remedy; or
ii. the Awardee is in material breach of any of its obligations hereunder and such breach is capable of remedy but the Awardee remains in breach on the expiry of 21 calendar days after receipt by Awardee from The University of Manchester of written notice specifying the breach and the action reasonably required to remedy the same; or
iii. the Head Terms are terminated.

Except as otherwise expressly provided for herein, the parties confirm that nothing in this Agreement shall confer or purport to confer on any third party any benefit or any right to enforce any term of this Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999.

If any dispute arises out of this Agreement the parties will first attempt to resolve the matter informally through designated senior representatives of each party to the dispute, who are not

otherwise involved with the Project. If the parties are not able to resolve the dispute informally within a reasonable time not exceeding two (2) months from the date the informal process is requested by notice in writing they will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.

This Agreement shall be regarded as though it were a complementary agreement to the Head Terms. Nothing contained in this Agreement shall be so construed or interpreted in any way as to diminish or alter the rights of the provider of the Head Terms.

A signed copy of this Agreement delivered by e-mailed portable document format file or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

This Agreement shall be governed and construed in accordance with the laws of England and Wales and the Parties agree to the exclusive jurisdiction of the English Courts.

I should be grateful if you could arrange for this Agreement to be signed and dated, **on the final page**, by an authorised signatory and returned by email to The Productivity Institute for The University of Manchester's records. A copy should be retained by you for your own records.

If you have any queries about this Award Letter or any aspects of the award, please contact The Productivity Institute at TPI-Applications@manchester.ac.uk.

We would like to wish you every success with your Project.

Yours sincerely

Charlotte Jones
Head of Operations
Michael Livesey
Institute and Fellowship Manager

The Productivity Institute
The University of Manchester

Appendix 1 - ESRC Head Terms

GRANT CONDITIONS

Value for Money

The ESRC wishes to emphasise the obligations of The University of Manchester (the "Research Organisation") to ensure value for money and propriety and that allcosts should be fully vouched and maintained for possible ESRC inspection and checks.

High Value

In view of the high materiality of this grant, the ESRC wishes to ensure an appropriate and effective management of the funds during the duration of the project. Accordingly, at the end of each financial year an interim expenditure statement will be requiredand the ESRC will require a report on expenditure to date against the profile with an explanation of variances.

Communications and branding

The ESRC should be consulted on communications and branding activities, including logo design. The Principal Investigator should ensure that a communications plan is maintained throughout the period of the award. The ESRC should be consulted on theplan's contents throughout.

Staff recruitment

The ESRC wishes to ensure that the best talent is attracted and has the services of an excellent support team. As such, for the duration of the grant, The Productivity Institute must recruit staff through fair, open and competitive processes and not through internal transfers from the host Research Organisation unless these are previously agreed with ESRC.

Governance

Grants funded by the ESRC are established with public funding as important services and/or research resources and/or research projects. As such, they should be managed, promoted and used to maximise public benefit. The ESRC and other organisations involved in funding and setting the strategic direction of the grant have a collective responsibility to ensure maximum public benefitis achieved. The following set of governance principles are intended to help achieve this.

Governance structures should:

- Recognise the range of interests from different stakeholders, including the needs of users, and the need to maximise public benefit;
- Be sustainable for the life of the grant;
- Include independent scrutiny of the grant;
- Be simple and uncluttered, with clarity about roles and responsibilities for decision making and accountability;
- Establish and agree a performance management and reporting framework that includes operational, financial and risk management.

This grant is expected to provide the ESRC an acceptable tailored governance and assurance statement that is proportionate forthe grant. Such statements would generally be expected to include:

- A summary of roles and responsibilities within the governance structure;
- Decision making responsibilities and processes;
- Risk management processes;
- Reporting arrangements, including proposals to provide the necessary assurance to ESRC as funder;
- Dispute resolution;
- Change management;
- Terms of reference.

The Productivity Institute should be governed under the terms of Cadbury compliance, with an independent Board having both an independent chair and a majority of non-executive directors. The Board will oversee governance and corporate strategy and will be separate from the operational management of The Productivity Institute. There will be a representative from the ESRC on the Board and the ESRC shouldbe invited to suggest candidates for the Board, including the Board Chair.

The Productivity Institute's bid proposal for an Impact and Steering Committee will be recognised by the ESRC as meeting the requirement for an Advisory Group. This Committee could be constituted as a sub-committee of the Board if The Productivity Institute so chooses, though shouldhave membership beyond that of the Board. The Chair of the Committee should be appointed in consultation with the ESRC. The Principal Investigator should ensure that the Committee includes representatives from policy communities including business and government departments. The Principal Investigator should invite the ESRC to suggest nominations for the Steering Committee when vacancies arise, or new cohorts of members are sought.

Monitoring, evaluation and review

Funding for The Productivity Institute is made available from the UKRI Strategic Priorities Fund (SPF). The Fund has specific monitoring and evaluation obligations which apply to ESRC, the award and the award holding Research Organisation. The Productivity Institute will be subject to ESRC-ledexternal evaluation which will last for the duration of the award and an agreed period after it has ended. The Principal Investigatorwill nominate a lead officer for evaluation at all times, ensure that data collection systems meet ESRC requirements and ensure that evaluation contractors are provided with access to staff and data when requested.

This grant will be subject to continuous monitoring by the ESRC to ensure that public funds are being spent appropriately. For the duration of the grant period, the Research Organisation must provide the ESRC and external evaluators with all reasonable assistance and co-operation in relation to reasonable information requests made by the ESRC and external evaluators in relation tothe activities

funded by the grant. Without prejudice to these obligations, the Research Organisation must also provide reports every six months unless otherwise agreed with the ESRC for exceptional circumstances, on:

- The progress made towards achieving the defined objectives and longer-term outcomes
- Metrics and indicators that contribute to reporting against the defined objectives of the investment
- Details of any Assets either acquired or improved using Grant funding.
- An annual report summarising progress will also be required. The exact nature of this is to be agreed.

In addition to ongoing review and reporting, a Gateway 4 Review will be undertaken in 2021.

- Depending on the outcomes of the review, the ESRC (or other delegated governance body) may recommend that funding for the Productivity Institute does not continue or is reduced. If this recommendation occurs the ESRC will give notice to the Research Organisation in line with the Terms and Conditions of the grant.

This Gateway 4 Review will focus on whether the components of the Productivity Research Programme have been implemented effectively in order to provide the greatest chance of success. The review should cover the following as a minimum:

- Ensure that the Productivity Institute is supported by key stakeholders who are fully engaged in its development and delivery;
- Confirm that each delivery partner is actively engaged in the overall research programme, and that they have the capacity, capability, and willingness to deliver the required outcomes and objectives;
- Confirm that the research programme's potential to succeed has been considered in the wider context of Government policy and procurement objectives, the organisation's delivery plans and change programmes, and any interdependencies with other programmes or projects in the organisation's portfolio and, where relevant, those of other organisations;
- Review the arrangements for leading, managing and monitoring the research programme as a whole and the links to individual parts of it (e.g. to any existing projects in the Programme's portfolio);
- Review the arrangements for identifying and managing the main Programme risks (and the individual project risks), including external risks such as changing business priorities;
- Check that the Business Case is still valid and unaffected by internal and external events or changes;
- Check that the original projected business benefits are likely to be achieved;
- Ensure that there are processes and procedures to ensure long-term success of the programme;
- Ensure that all ongoing risks and issues are being managed effectively and do not threaten implementation;
- Confirm that implementation plans are still achievable;
- Confirm that there are management and organisational controls to manage the research programme;
- Confirm that contract management arrangements are in place to manage the operational phase of the grant;
- Confirm that all parties have agreed plans for managing risk; and
- Confirm that there are client-side plans for managing the working relationship, with reporting arrangements at appropriate levels in the organisation, reciprocated on the supplier side.

A stage gate will take place during the Programme to ensure that progress is satisfactory.
Stage Gate (planned for 2022/23). Decide whether to progress from Stage 2 (Institute ramp up and large-scale research and innovation activity commissioning) to Stage 3 (full operations).
Depending on the outcomes of the stage gate, the ESRC (or other delegated governance body) may recommend that funding for the Productivity Research programme does not continue or is reduced. If this recommendation occurs the ESRC will give notice tothe Research Organisation in line with the Terms and Conditions of the grant.

CALL CONDITIONS

RESEARCH COUNCIL CONDITIONS

SCHEME CONDITIONS

Grant Management

The grant holder will provide scientific direction, leadership and overall management of the research and be responsible for ensuring that:

* the grant performs well in the light of its objectives andintellectual and engagement activities.

* the scientific quality of the grant's work and its outputs areas high as possible.

* the research meets, as far as possible the needs of users andbeneficiaries and providing a lead on engaging with potential users of the research especially users outside the research community.

The grant holder is expected to provide input to ESRC policy debates (e.g. consultation on ESRC's Strategic Priorities), and a channel of communication for the ESRC with the research community.
The grant holder is expected to keep abreast of the ESRC's Strategic Plans and other Policy statements.

Appointment of staff
The ESRC must be informed of any changes to leadership staff posts. The research organisation must promptly submit proposalsto the ESRC for replacement of these individuals and the replacement must be acceptable to the ESRC. In the event that the research

organisation cannot submit such proposals or such proposals are not accepted by the ESRC, then the ESRC may terminate or suspend the grant.

The Research Organisation must ensure that all staff employed on the grant are bound by the provisions noted in the grant documentation and that no person engaged on the grant, whether on a part-time or full-time basis, enters into obligations with the Research Organisation or other bodies on conditions which are incompatible or inconsistent with these conditions.

Accommodation

The Research Organisation agrees to ensure that the departmental commitments given to the Grant Holder and Co-Investigatorswill not be so onerous as to prevent them from meeting their management commitments to the Grant. In addition to this, the Research Organisation must ensure that suitable accommodation is provided to house the ESRC Grant over its lifetime.

Advisory Group

ESRC fully supports the Advisory Group model for its large investments. The Grant will provide the administrative support for the Advisory Group meetings.

The research organisation will appoint its own Advisory Group which will oversee the activities of the Grant Holder and the development of the ESRC Grant's strategy and programme of work.

Membership of the Advisory Group should be in accordance with the terms specified in the ESRC Research Funding Guide.

Grants should publish details of their respective Advisory Groups on their websites. Information should contain membership, termsof reference and frequency of meetings.

The Chair will be appointed in consultation with the ESRC and its membership is discussed at an early stage with the ESRC caseofficer.

ESRC Case officers should not be members of the Advisory Groups but should be invited to attend Advisory Group meetings as observers. It should be at the discretion of the ESRC Case Officers whether they wish to attend. The ESRC case officer should receive copies of Advisory Group's meetings' agenda, papers and minutes or notes when requested.

Risk Management

The grant holder and research organisation must, within three months of acceptance of the grant, produce a risk register to identify, assess and manage key risks in relation to delivery of the outputs required under this funding agreement. Whilst ESRC does not wish to be prescriptive as to the form or content of the register, it should include consideration of key risks in terms of delivery of areas such as: Governance and Staffing; Delivery and Outputs; Infrastructure and Facilities; Finance, Income Management, Procurement, Value for Money and Subcontracting; Legal, DPA, FOIA and IPR-related; Quality; Research Sustainability; Ethics, Scientific Fraud and Misconduct; Reputational Aspects; and Socio-Political Factors.

The format of the plan or register would need to be in accord with that of the Research Organisation. Whilst ESRC expects the Centre's (TPI) management to take ownership of the Register and its updating, ESRC may wish to see and comment upon the contents,and to include oversight of the register within its inspection rights during the life of the grant.

Monitoring

The ESRC Case officer has responsibility for monitoring the scientific and financial performance of the Grant.

The grant holder and co-investigators should develop good working relationships with their ESRC Case Officers and encourage ongoing dialogue, communications and engagement.

The grant holder, co-investigators and research organisation should provide the ESRC Case Officer with any required evidence ofgood performance and impact across all functions of the grant (eg reports, progress updates, KPIs and other investment management requirements) as requested.

An Impact and Communications Strategy should be completed within three months of notification of funding to achieve and maintain the Impact Plan made within the Case for Support at the proposal stage. It is recommended that the Impact and Communications Strategy is revisited at least once a year. The ESRC Impact and Communications Strategy Template can be found at (www.esrc.ac.uk/research/evaluation-and-impact/developing-an-impact-strategy/). The ESRC may request copies of theImpact and Communications strategy.

Reporting

The Grant holder and co-investigators must submit a final report to ESRC Reports Officer (reportsofficer@esrc.ac.uk) within three months after the end of the grant. The current final report templates are available at www.esrc.ac.uk/funding/guidance-for-large-investments/ but these may be subject to change.

The ESRC reserves the right to revise its monitoring and reporting
requirements.Evaluation
The ESRC assesses and evaluates grants on a strategic basis as part of broader reviews of priority areas, schemes and thematicareas. Your grant may be selected for evaluation and assessment. If this is the case, you will be contacted in advance by the ESRC.

Special Review

The ESRC reserves the right to conduct a special review of the ESRC Grant, which may be held at any time during the period of the grant, should there be in its judgement special circumstances warranting such a review, for example:

* The Grant Holder is dismissed;
* The Grant Holder dies, resigns, retires or unexpectedly unable to continue;
* The Research Organisation is no longer prepared to house the Grant and/or facilitate its work;
* There are other special circumstances which are agreed by Council and the Research Organisation as warranting a Special Review.

The Centre (TPI) is asked to give priority to develop the brand and name for the Centre in conjunction with the ESRC. Final approval of the brand will be sought from the ESRC.

The ESRC normally leaves initial publicity for a grant in the hands of the Research Organisation but reserves the right to makesuch an announcement as it wishes after consultation with the Research Organisation.

Publicly funded R&D projects which aim to produce software outputs shall specify a proposed software exploitation route at the start of the project. At the completion of a project, the software shall be exploited either commercially or within an academic community or as OSS. Full details of the government policy on OSS can be found at: www.opensource.org

Further Funding from Other Organisations

The Grant is encouraged to seek additional funds from other organisations in support of its activities, or for commissioned work in addition to the core activities funded under the core ESRC grant to support longer-term sustainability.

ESRC Grant Terms and Conditions

Research Funding Guide
The grant is subject to the terms and conditions set out in the ESRC Research Funding Guide and to any subsequent amendments displayed on the ESRC website: https://esrc.ukri.org/funding/guidance-for-applicants/research-funding-guide/. Where any conditions appear to be in conflict with one another, the research organisation should raise this with the ESRC Office who will makea final decision. If you have just received your first grant from ESRC, we have put together some information for new grant holders: https://esrc.ukri.org/funding/guidance-for-grant-holders/information-for-new-grant-holders/.

Responsibility of the Grant Holder (Principal Investigator)
As a holder of an ESRC research grant, you are expected to be a member of the ESRC Peer Review College and undertake reviewof research proposals submitted to ESRC when requested. The ESRC research grants process relies on the co-operation of the academic community in providing review comments on proposals and your success with this application is in part due to the goodwill of fellow social scientists in providing such comments. If you are not currently a member of the Peer Review College, an invitation will be issued to you in due course.

Research Outcomes
In addition to UKRI researchfish reporting requirements (see https://www.ukri.org/funding/information-for-award-holders/research-outcomes/help-and-guidance/) the grant holder is also required to complete the key findings and narrative impact reports in researchfish. This can be completed in each researchfish submission period in which a submission is required, but the award holder is required to have fully completed the key findings during the submission period after the award ends (including if the awardends during that submission period). The award holder is required to complete the narrative impact during the second submission period after the award ends. We will contact grant holders before the submission period in which the reports are due and will checkthey have been completed after the submission period ends. If the reports are not completed, the grant holder will be ineligible to apply for ESRC funding until this is rectified.

Research Data Policy
The requirements of the ESRC Research Data policy are a condition of ESRC research funding. Grant holders are advised to consult the ESRC Research Data policy at https://esrc.ukri.org/files/about-us/policies-and-standards/esrc-research-data-policy/. All data created or repurposed during the lifetime of an ESRC grant must be made available for re-use or archiving within three monthsof the end of the grant. Further guidance on data management is provided by the UK Data Service: https://ukdataservice.ac.uk/.
The ESRC will apply sanctions to the grant where data, to the required standard, has not been offered to the UK Data Service for archiving within three months of the end of the grant, except where a modification or waiver of deposit requirements has been agreed in advance.

Publicity and Publications
The ESRC Grant is required to supply the ESRC on request with a copy of all of its publications including books, monographs and journal articles arising from its work and to notify the ESRC of publicity or coverage in the media. In the case of the printed media, the Grant may be asked to supply the ESRC with a copy of the coverage. The Council requires that the ESRC corporate logo is displayed on all promotional and corporate material (including publications, reports, presentations, websites, and stationery) in line with ESRC's identity guidelines. The ESRC grant must acknowledge ESRC's support in any publication or announcement. The Council asks that the following form of words be used: "The support of the Economic and Social Research Council (ESRC) is gratefully acknowledged". Where international publication takes place, the attribution should be to the Economic and Social Research Council (UK). In a book acknowledgement the ESRC must appear prominently in the preliminaries. In a journal article, it should preferably appear on the first page (as Footnote 1 where footnotes are set throughout the text or as an independent line if the footnotes are accumulated at the end of the text). If this is impossible for reasons of house style, the acknowledgement should appear as prominently as is reasonably practicable.

The grant holder should also try to ensure, where feasible, that any journalist, radio or television programme makes similar acknowledgement. The work should not be described as being 'Government-funded' i.e. under the direct sponsorship of Government. The ESRC requires to be given advance notice and sight of press releases at least two working days before they are distributed and, where possible, advance notice of all opinion pieces, blogs and likely newspaper articles or media appearances. Failure to comply with this requirement will be viewed as a serious matter which could lead to actionbeing taken in respect of the Research Organisation's ability to hold further research grants. Subject only to the ethics of confidentiality, as they relate both to individual subjects of research and to the contractual relationship between non-academic clients and the Grant, the Grant will not enter into any agreement, whether explicitly or implicitly, giving any other person the ultimate right to suppress research results which the investigator or the Council might wish to publish. Special care must be taken to omit, from any public statement, details which may prejudice commercial exploitation.

UK RESEARCH AND INNOVATION fEC GRANTS

STANDARD TERMS AND CONDITIONS OF GRANT

Introduction

UK Research and Innovation fEC Grants Standard Terms and Conditions of Grant.
The Standard Terms and Conditions of Grant apply to Research Grants and Fellowships, costed and funded on a Full Economic Costs basis(fEC) and calculated according to the Transparent Approach to Costing (TRAC) or an equivalent methodology, awardedby the following seven UK Research and Innovation (UKRI) Councils:

Arts and Humanities Research Council (AHRC)
Biotechnology and Biological Sciences Research Council (BBSRC)
Economic and Social Research Council (ESRC)
Engineering and Physical Sciences Research Council (EPSRC)
Medical Research Council (MRC)
Natural Environment Research Council (NERC)
Science and Technology Facilities Council (STFC)

Application of Standard Terms and Conditions of Grant
In these Standard Terms and Conditions of Grant, the words "We", "Our" or "Us" refer to the relevant Council of UKRI awarding the Grant and "You" or "Your" refer to the Research Organisation in receipt of the Grant. Other key terms used in these Standard Terms and Conditions of Grant are set out in the Definitions attached at Annex A.

These Standard Terms and Conditions of Grant, together with any applicable Specific Terms and Conditions of Grant required byan individual Council of UKRI comprise the Grant Terms and Conditions on which UKRI awards the Grant to the Research Organisation. Specific Terms and Conditions of Grant will be set out in the Grant Offer Letter.

These Grant Terms and Conditions should be read in conjunction with the sources outlined in Annex B, in the event of any conflictthe terms of these Conditions should prevail.

Use of Grant Proposal Information
UK Research and Innovation (UKRI) handles all personal data in accordance with current UK data protection legislation and the EU General Data Protection Regulation (GDPR) where appropriate.

It is the responsibility of the Research Organisation to ensure that both students it funds from UKRI funding and individuals who receive grant funding, or who are later involved in the award, are made aware of how personal data may be used by both UKRI andthe Research Organisation. This includes information relating to groups such as students, supervisors, project partners, investigators, named researchers and support staff.

To meet UKRI's obligations for public accountability and the dissemination of information, contents of funded research proposals will also be made available on the Councils' websites and other publicly available sources. As a condition of funding, UKRI may usethe data to publish information on awards made. We may also share information with third parties to support, for example, open access publication and reporting outcomes via Researchfish. This includes data submitted through Je-S Student Details (SD).

UKRI is also subject to the UK Freedom of Information Act (2000) and the Environmental Information Regulations (2004) and maybe required to release grant information on request, subject to appropriate exemptions.

Further information is provided by the UKRI Use of grant proposal information addendum (www.ukri.org/files/funding/tcs/grants-addendum-pdf/) and via the UKRI Privacy Notice (www.ukri.org/privacy-notice/).

Standard Terms and Conditions of Grant

RGC 1 Variation to Terms and Conditions

UKRI reserves the right to amend and vary these Standard Terms and Conditions of Grant and any Specific Terms and Conditions of Grant or applicable policies at any time. The latest version of the Standard Terms and Conditions of Grant apply to all Grants with immediate effect and supersede any previous Standard Terms and Conditions under which a Grant was awarded unless otherwise stated. However, any Specific Terms and Conditions of Grant will still apply. Additional costs incurred as a direct result of changes made to Our Terms and Conditions should be managed within the Grant cash limit. Where the cash limit is exceeded solely due to costs incurred as a result of changes made to Our Terms and Conditions, a case can be made to Us for additional funds on an exceptional basis. The latest version of

the Standard Terms and Conditions of Grant are available on the UKRI websiteat: https://www.ukri.org/funding/information-for-award-holders/grant-terms-and-conditions/

RGC 2 Accountability & Responsibilities of the Research Organisation
RGC 2.1 You are responsible for ensuring that the Project carried out by You, the Grant Holder and any Research Workers or otherThird Parties, comply with these Standard Terms and Conditions of Grant and any Specific Terms and Conditions of Grant.

RGC 2.2 You must ensure that the Project is carried out in accordance with all applicable ethical, legal and regulatory requirements including but not limited to relevant provisions of the General Data Protection Regulation, the Data Protection Act 2018, the BriberyAct 2010, the Fraud Act 2006, the Equality Act 2010 and the Modern Slavery Act 2015.

RGC 2.3 You must ensure that Your use of the Grant complies with European Union State Aid(1) law. Where You are informed or You are aware that Your use of the Grant counts as De Minimis Aid(2), the financial limit must not be breached. All other use of theGrant which counts as Aid must fall under the General Block Exemption Regulation(3), it is Your responsibility to inform Us of any State Aid derived throughout the Grant Period. You acknowledge that if You breach State Aid law, UKRI may be required to recover some or all Grant funding, together with interest. For further information please refer to the Department for Business Innovation and Skills: The State Aid Manual.

(1) - Including but not limited to Articles 107 to 109 of the Treaty on the Functioning of the European Union, the General Block Exemption Regulation and any Enabling Regulation, as amended from time to time
(2) - Commission Regulation (EU) No 1407/2013
(3) - Commission Regulation EU No. 651/2014

RGC 2.4 You are accountable for the conduct of the Project including the conduct of the research, the use of public funds and the proper financial management of the Grant in accordance with these Standard Terms and Conditions of Grant and any Specific Terms and Conditions of Grant, whether the Project is carried out by You or the Grant Holder, Research Workers or other Third Party.

RGC 2.5 You must ensure that the Grant is spent in a way that is consistent with the purpose and conditions set out in the Offer Letter.

RGC 2.6 You must carry out appropriate due diligence on any Third Parties used to deliver any part of the Project and shall ensurein particular, that such Third Parties comply with these Standard Terms and Conditions of Grant and any Specific Terms and Conditions of Grant. At UKRI's request, You must provide details of expenditure of the Grant by any Third Party. Where all, or part,of the Project is carried out by Third Parties based overseas, You must follow the UKRI International Due Diligence Guidance: https://www.ukri.org/files/funding/due-diligence-guidance-for-ukros-pdf/

RGC 2.7 You must ensure that any part of the Full Economic Cost not funded by the Grant is committed to the Project before it starts.

RGC 2.8 You must have adequate business continuity plans in place to ensure minimum operational interruptions to the Project.

RGC 2.9 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 Publicwith Research: https://www.ukri.org/public-engagement/research-council-partners-and-public-engagement-with-research/embedding-public-engagement/

RGC 2.10 You must notify UKRI of any changes to Your constitution, legal for, membership structure (if applicable) or ownership, including those that might affect Your eligibility to hold the Grant, or to deliver the Project or any other changes which affect Your ability to comply with the Grant Terms and Conditions.

RGC 2.11 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. Where You also accept the responsibilities of a Sponsor (as defined in the Policy Framework), You must also ensure that the requirements for Sponsors are met.

RGC 2.12 Peer review is an integral part of the application process and ensures research of the highest calibre is funded. Investigators and named Researchers on this Grant are expected to make all reasonable efforts to undertake the peer review of proposals for UKRI when invited to do so, unless there is a conflict of interest or the proposal is outside of their area of expertise.

RGC 2.13 By accepting this Grant You are confirming that the Grant Holder has not already received competitively obtained research or support funding from any source, for the same research Project that this Grant has been awarded by Us to support.We reserve the right to terminate the Grant should We find that the Grant Holder has been or is in receipt of the aforementionedduplicate funding, either before or during the Grant Period.

RGC 3 Research Governance
RGC 3.1 Research Ethics, Misconduct and Conflicts of Interest

RGC 3.1.1 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 therelevant body.

RGC 3.1.2 You must follow Our Policy and Guidelines on Governance of Good Research Conduct at: https://www.ukri.org/about-us/policies-and-standards/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 Projectbegins, 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.

RGC 3.2 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

RGC 3.3 Health and Safety
You are responsible for ensuring a safe working environment for all individuals associated with the Project, both on and off-site, andfor 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 anissue, and to monitor and audit the actual arrangements made. In the event of a serious incident (e.g. death) we require that youinform us for risk purposes.

RGC 3.4 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 Our policies and principles at: https://www.ukri.org/about-us/policies-and-standards/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 those of the Equality Act 2010.

RGC 3.5 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.

RGC 3.6 Bullying and Harassment
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'.

RGC 3.7 Whistleblowing
You must have clear, well-publicised policies and processes in place consistent with good practice recommended by the NationalAudit Office Assessment Criteria for Whistleblowing policies.

RGC 4 Use of Grant
RGC 4.1 We reserve the right to vary the value of the Grant during its lifetime in accordance with the GDP Deflators published byHM Government or to take into account any other Government decisions affecting the funding available to UKRI.

RGC 4.2 With the exception of RGC 4.3, Directly Incurred and Exceptions funds must not be used to meet the costs of an activitythat will fall outside the Grant Period.
RGC 4.3 Expenditure may be incurred prior to the start of the Grant and be subsequently charged to the Grant, provided that it does not precede the date of the Offer Letter.

RGC 4.4 Transfers of funds between fund headings are permitted only within and between Directly Incurred and Exceptions costs, excluding equipment, at the rate applicable for the heading as set out in the award letter. Funds may only be transferred into studentship stipend or fees to supplement an existing studentship post on the Grant. You must not transfer funds to create new posts without prior approval from UKRI. Directly Incurred and Exceptions funds must not be used to meet costs on any other Grantor activity.

Funds can only be transferred and used to meet the cost of activity or activities that meet the agreed aims and objectives of the project. While approval does not need to be sought from Us for transfer of funds (excluding the creation of new posts), We reserve the right to query any expenditure outlined in the Final Expenditure Statement which has not been incurred in line with the StandardTerms and Conditions of Grant and any Specific Terms and Conditions of Grant.

RGC 4.4 Costs associated to Students must not be charged to the Grant. These costs must be met by other resources held by You, which can include UKRI Training Grants if the student holds a UKRI studentship. Students are able to undertake paid workwithin Research Organisation as casual assistance, this should be evidenced with a clear audit trail and should not form part of the formal studentship training.

RGC 5 Starting Procedures
RGC 5.1 You must formally accept the Grant by completing and returning the Offer Acceptance within 10 working days of the issueof the Offer Letter.

RGC 5.2 You must submit the Start Confirmation within 42 (calendar) days of the Project starting. The date entered on the Start Confirmation will be the Official Start Date of the Grant. The Official Start Date may be delayed by up to 3 months from the startdate shown in the Offer Letter, but the duration of the Grant will remain unchanged. The Grant may lapse if the Project is not started within 3 months of the start date in the Offer Letter. The start of the Grant may precede the start date shown in the OfferLetter, but must not be earlier than the issue date of the Offer Letter itself.

RGC 6 Extensions
RGC 6.1 The duration of the Grant ("Grant Period") may be extended after the Official Start Date by up to 12 months withoutadditional funding subject to Our prior written approval. For further information, see the UKRI fEC Grant Guidance document.

RGC 6.2 For Fellowship Grants, the Grant Period may also be extended to cover familial leave, extended jury service or paid sickleave after the Official Start Date for a period in line with the Terms and Conditions of the Fellow's employment. For further information, see the UKRI fEC Grant Guidance document.

RGC 7 Monitoring
RGC 7.1 Changes to Project
You must inform and consult Us if there are any significant changes that may affect the progress, delivery or State Aid status of the Project. No substantive changes to the experimental design of a project involving the use of animals or human participation, whichmight affect the ethical characteristics of the award, are permitted without the prior approval of UKRI.

If You propose to make significant changes to the Project, UKRI may require revised proposals for its approval and reserves theright to make a new Grant in place of the existing Grant, or to revise, retain or terminate the existing Grant.

RGC 7.2 Transfer of a Grant to another Research Organisation
RGC 7.2.1 The Grant may be transferred to another eligible organisation, providing that it can provide a suitable environment to enable the project to be successfully completed; this will be subject to prior written approval of UKRI. Written agreement to this is required from both the relinquishing and receiving organisations.

RGC 7.2.2 Grant funding will not be revised following transfer. The receiving organisation must confirm that it will provide any additional resources needed to complete the project by returning an Offer Acceptance.

RGC 7.3 Change of Grant Holder
RGC 7.3.1 For Research Grants, You must submit any proposed changes of Grant Holder to UKRI for approval via the Grant Maintenance facility in Je-S.

RGC 7.3.2 For Fellowship Grants, changes to the Grant Holder are not permitted. In the event of the research fellow's resignationor other termination of their employment, the Grant will terminate automatically.

RGC 7.4 Research Monitoring and Evaluation
RGC 7.4.1 You must use Our nominated online system to submit information for monitoring and evaluation purposes on the outputsand outcomes and impacts of the Project during and for some years after the expiry of the Grant Period. Further information on reporting requirements can be found on the UKRI website: https://www.ukri.org/funding/information-for-award-holders/research-outcomes/help-and-guidance/. Failure to comply with the reporting requirements will result in suspension of Grant payments and no further proposals will be considered by UKRI where the Grant Holder is named as the Principal or Co-Investigator.

RGC 7.4.2 Exceptionally We may require a separate End of Award Report on the conduct and outcome of the Project. If requiredYou must submit the report within 3 months of the end of the Grant Period. No further application from a Grant Holder will be considered while an End of Award Report is overdue.

RGC 7.4.3 We 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. The Grant Holder must make all reasonable efforts, if so invited, to respond to requests for information or to attend events or activities organised by UKRI concerning the research undertaken, including requests or eventsafter the end of the Grant Period.

RGC 7.5 Disclosure and Inspection
RGC 7.5.1 We shall be entitled to inspect any financial or other records and procedures associated with the Grant as are reasonably required to verify the regularity and propriety of Grant expenditure, or to appoint any other body or individual for thepurpose of such inspection. This includes expenditure by Third Parties.

RGC 7.5.2 If We request it, You must provide a statement of account for the Grant, independently examined by an auditor who is a member of a recognised professional body, certifying that the expenditure has been incurred in accordance with the Grant Terms and Conditions.

RGC 7.5.3 You must report to us any investigations and their outcomes into research misconduct associated with the Grant 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-and-standards/research-integrity/. In addition, You must providedetails of any retractions or withdrawal of submissions/publications, any allegations, proven or not, of cases of 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.

RGC 7.5.4 We will undertake periodic reviews of Research Organisations within the Funding Assurance Programme to seek assurance that Grants are managed in accordance with the Terms and Conditions under which they are awarded.

RGC 8 Staff
RGC 8.1 Employment
You are wholly responsible for staff funded from the Grant, including Research Fellows, 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. You must appoint a Research Fellow as an employee for the full duration of the award.

RGC 8.2 Career Development
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.

RGC 8.3 Maternity, Paternity, Adoption and Parental Leave
RGC 8.3.1 At the end of the Grant Period We will reimburse costs incurred by You to cover any additional net parental leave costs that cannot be met within the announced grant cash limit including Statutory Maternity, Paternity and Adoption Pay for staff, within the Directly Incurred and Exceptions fund headings. This will be payable only for the percentage of time that the staff are contractedon the Grant.

RGC 8.3.2 Within the announced grant cash limit, the Grant may be used to meet the costs of making a substitute appointment and/or extending the Grant to cover a period of parental leave for staff within the Directly Incurred and Exceptions fund headings(as outlined above). Directly Allocated and Indirect funds will not be increased as a result of such extensions.

RGC 8.3.3 You will be responsible for any liability for parental leave pay for staff supported by the Grant outside the original Grant Period.

RGC 8.3.4 Fellows are entitled to take parental leave in accordance with the terms and conditions of their employment. We will consider requests for a Fellowship Grant to be placed in abeyance during the absence of the Research Fellow for parental leave,and the period of the Fellowship extended by the period of leave. We will also consider requests to continue the Fellowship on a flexible or part-time basis to allow the Research Fellow to meet caring responsibilities.

RGC 8.4 Sick Leave
RGC 8.4.1 At the end of the Grant Period, We will reimburse You for any additional net sick leave costs that cannot be met within the announced Grant cash limit for staff within the Directly Incurred and Exceptions fund headings, except where You have already recovered these costs by claiming Statutory Sick Pay from HMRC. This will be payable only for the percentage of time that the staffare contracted on the Grant.

RGC 8.4.2 Within the announced grant cash limit, the Grant may be used to meet the costs of making a substitute appointment and/or extending the Grant to cover a period of sick leave for staff within the Directly Incurred and Exceptions fund headings (as outlined RGC 8.4.1). Directly Allocated and Indirect funds will not be increased as a result of such extensions.

RGC 8.4.3 You will be responsible for any liability for sick leave pay for staff supported by the Grant outside the original Grant Period.

RGC 8.4.4 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, Youmust 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 asingle condition or a series of related conditions, You may request an extension to the duration of the project.

RGC 8.4.4 Fellowship Grants: Fellows are entitled to take sick leave in accordance with the Research Organisation's terms and conditions. If requested, consideration will be given to allowing a fellowship grant to be placed in abeyance during the absence of the Research Fellow due to sick leave, and the period of the fellowship extended by the period of sick leave. The additional salary costs for the fellow (pro rata to their percentage FTE on the fellowship) should be claimed, as necessary, at the end of the extendedperiod.

RGC 9 Equipment
RGC 9.1 Procurement of Equipment
The procurement of equipment, consumables and services, including maintenance, must comply with all relevant national and EU legislation and consideration must be given to the energy and waste implications of all procurements. For contracts over £25,000, excluding VAT, professionally qualified procurement staff must be consulted before the procurement process begins. Any proposalto purchase equipment in the last 6 months of the Grant must be pre-approved by UKRI.

RGC 9.2 Ownership of Equipment
You must inform us if the need for the equipment diminishes substantially or it is not used for the purpose for which it was funded during the Grant 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 Grant requires the prior approval by UKRI.

RGC 9.3 Equipment Data
All new equipment purchased over £138,000 (£115,000 ex VAT) must be registered on the "Equipment.data" national database.

RGC 10 Financial Reporting
RGC 10.1 You are accountable for funds dispersed and are responsible for the timely and accurate submission of all expenditure reports required under the Terms and Conditions of Grant, including the submission of an expenditure statement within 3 months ofthe end of the Grant Period. We are entitled to require You to provide supplementary information in support of an interim or final expenditure statement. Once an expenditure statement has been received and the expenditure incurred has been reconciled against payments made, it will be considered as final. Any unspent funds will be recovered.

RGC 10.2 You must retain all accounting information relating to the Grant for the current financial year plus the subsequent six years after the submission date of the final expenditure statement.

RGC 10.3 If We send an Annual Statement to return showing payments made by UKRI during the previous financial year for all theGrants You hold, You must complete and return the statement by the specified deadline.

RGC 11 Sanctions
RGC 11.1 We reserve the right to impose financial sanctions and/or additional measures if You do not comply with Your obligationsas set out in these Standard Terms and Conditions of Grant and any Specific Terms and Conditions of Grant.

RGC 11.2 If the End of Award Report (if required) or the Financial Expenditure Statement is not received within 3 months of the endof the Grant Period, UKRI will recover 20% of expenditure incurred on the Grant. All payments will be recovered if the report or statement is not received within 6 months of the end of the Grant. You may appeal against a sanction, but must do so within 60 days of the pay run in which the sanction was imposed.

RGC 11.3 Where an Organisation is deemed to be non-compliant in the application of TRAC, a minimum sanction of 75% of thenon-compliant rate may be applied, where an Organisation is applying rates which are materially inaccurate (>10% variance on any single rate). These sanctions would only apply to future applications, until a time that UKRI Funding Assurance are satisfiedthat remedial measures are implemented.

RGC 12 Exploitation and Impact
RGC 12.1 Unless otherwise agreed, all intellectual property shall belong to the party that generates them. Where the Grant isassociated with more than one Research Organisation and/or other project partners, 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 Award Letter.

RGC 12.2 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.

RGC 12.3 In individual cases, We reserve the right to retain ownership of intellectual assets, including intellectual property (or assign it to a third party under an exploitation agreement) and to arrange for it to be exploited for the national benefit and that of theResearch Organisation involved.

RGC 12.4 The Grant Holder shall, subject to the procedures laid down by the Research Organisation, publish the results of the research funded by the Grant in accordance with normal academic practice and Our policy on Open Access: https://www.ukri.org/files/legacy/documents/rcukopenaccesspolicy-pdf/. Other forms of media communication, including media appearances, press releases and conferences, must acknowledge the support received from Us, quoting the Grant reference number if appropriate.

RGC 13 Disclaimer
RGC 13.1 UK Research and Innovation accepts no liability, financial or otherwise, for expenditure or liability arising from the research funded by the Grant except as set out in these Terms and Conditions, or otherwise agreed in writing.

RGC 13.2 UKRI reserves the right to amend the payment profile at its discretion. You will be advised, in advance, of any such change. Changes to payment profiles may affect the overall value of the Grant.

RGC 13.3 UKRI reserves the right to terminate the Grant at any time, subject to reasonable notice and to any payment that We agree may be necessary to cover outstanding and unavoidable commitments. If a Grant is terminated or reduced in value, no liability for payment, redundancy or any other compensatory payment for the dismissal of staff funded by the Grant will be accepted, but, subject to the provisions of RGC 10 Financial Reporting, negotiations will be held with regard to other contractual commitments and concerning the disposal of assets acquired under the research grant.

RGC 13.4 Where studies are carried out in an NHS Trust or equivalent, the Trust or equivalent has a duty of care to its patients. UK Research and Innovation does not accept liability for any failure in the Trust's duty of care, or any negligence on the part of its employees.

RGC 14 Status
RGC 14.1 The Terms and Conditions of Grant which include these Standard Terms and Conditions of Grant and the SpecificTerms and Conditions of Grant will be governed by the laws of England and Wales and all matters relating to the Terms and Conditions will be subject to the exclusive jurisdiction of the courts of England and Wales.

RGC 14.2 If any provision of these Terms and Conditions is found by a court or other legitimate body to be illegal, invalid or unreasonable, it will not affect the remaining Terms and Conditions which will continue in force.

RGC 14.3 The Terms and Conditions of Grant contain the whole agreement between UKRI and the Research Organisation in relation to the Grant and neither party intends that any of these Terms and Conditions should be enforceable by any third party.

Annex A

Definitions

Co-Investigator: A person who assists the Grant Holder in the management and leadership of the Project.

Council: Any of the bodies listed under the Introduction.

Directly Allocated Costs: Costs of resources used by the Project that are shared by other activities. They are charged on the basisof estimates rather than actual costs and do not represent actual costs on a project by project basis.

Directly Incurred Costs: Costs that are explicitly identifiable as arising from the conduct of the Project which are charged as thecash value actually spent and are supported by an audit record.

End of Award Report: A report which the Grant Holder must provide at the end of the Grant Period, detailing the outputs, outcomesand impacts of the project to date.

Exceptions: Directly Incurred Costs that Councils fund at 100% of fEC subject to actual expenditure incurred, or items that are outside fEC.

Fellowship Grant: An award made through a fellowship competition providing a contribution to the support of a named individual. It covers the cost of the time dedicated by the fellow to their personal research programme, and may or may not include research support costs.

Full Economic Costs (fEC): A cost which, if recovered across an organisation's full programme, would recover the total cost (direct, indirect and total overhead) including an adequate recurring investment in the organisation's infrastructure.

Funding Assurance Programme: A programme of visits and office based tests by UKRI to seek assurance that grant funds are usedfor the purpose for which they are given and that grants are managed in accordance with the terms and conditions under which they are awarded Gran Support for a proportion of the full economic costs of the Project. A Grant may be either a Research Grant or a Fellowship.

Grant Holder: The person to whom the Grant is assigned and who has responsibility for the intellectual leadership of the Projectand for the overall management of the research funded by the Grant. The Grant Holder is either the Principal Investigator (in thecase of a Research Grant) or a Research Fellow (in the case of a Fellowship Grant).

Grant Period: The duration of time between the Project start and end date.

Grant Terms and Conditions: The Standard Terms and Conditions of Grant together with the Specific Terms and Conditions ofGrant that together comprise the basis on which the Grant is awarded to the Research Organisation.

Indirect Costs: Non-specific costs charged across all projects based on estimates that are not otherwise included as Directly Allocated Costs. They include the costs of the Research Organisation's administration such as personnel, finance, IT, legal, generallaboratory, office consumables, library and some departmental services.

Je-S: Joint Electronic Submissions system used for the submission of Grant related information.

Offer Acceptance: A document to be completed and returned by the Research Organisation either accepting or declining the Grant.

Grant Offer Letter / Offer Letter: An official document setting out specific details of the Grant, including the Project start and end date, Grant value and any Specific Terms and Conditions of the Grant as required by the relevant Council.

Official Start Date: The official start date of the Grant, as set out in the Start Confirmation

Project: The project funded by the Grant as set out in the Offer Letter.

Research Grant: A contribution to the costs of the research Project which has been assessed as eligible for funding through the procedures established by the relevant Council.

Research Organisation (RO): The organisation to which the Grant is awarded and which takes responsibility for the management of the Project and accountability for funds provided.

Research Worker: Any person or third party working in any capacity on the Project.

Specific Terms and Conditions of Grant/Specific Conditions: The specific conditions of grant required in addition to the Standard Terms and Conditions on a Grant by an individual Council of UKRI.

Standard Conditions of Grant/Standard Conditions: The Standard Terms and Conditions of Grant published on UKRI's website at: www.ukri.org/funding/information-for-award-holders/grant-terms-and-conditions/

Start Confirmation: Confirmation of the date on which the Project commences, as notified by the Research Organisation to UKRI.

Studentship: The term used for the funding award made by a Research Organisation to a student for the purpose of undertaking postgraduate training leading to the award of a postgraduate degree.

Third Party: Any person/organisation to which the award holding RO passes on any of the Grant funds awarded by the Council.

Transparent Approach to Costing (TRAC): An agreed methodology used by universities and other higher education bodies for calculating full economic costs

Annex B

Information Sources

These Grant Terms and Conditions should be read in conjunction with the following sources. In the event of any conflict the termsof these Conditions should prevail:

1) UKRI Use of grant proposal information addendum: www.ukri.org/files/funding/tcs/grants-addendum-pdf/
2) UKRI Privacy Notice:www.ukri.org/privacy-notice/
3) UKRI Grant Terms and Conditions web page: www.ukri.org/funding/information-for-award-holders/grant-terms-and-conditions/
4) State Aid: Including but not limited to Articles 107 to 109 of the Treaty on the Functioning of the European Union, the General Block Exemption Regulation and any Enabling Regulation, as amended from time to time
5) De Minimis Aid: Commission Regulation (EU) No 1407/2013
6) General Block Exemption Regulation: Commission Regulation EU No. 651/2014
7) Department for Business Innovation and Skills: The State Aid Manual
8) UKRI International Due Diligence Guidance: www.ukri.org/files/funding/due-diligence-guidance-for-ukros-pdf/
9) Concordat for Engaging the Public with Research: www.ukri.org/public-engagement/research-council-partners-and-public-engagement-with-research/embedding-public-engagement/
10) UK Policy Framework for Health and Social Care Research
11) Policy and Guidelines on Governance of Good Research Conduct: www.ukri.org/about-us/policies-and-standards/research-integrity/
12) Concordat to Support Research Integrity (2012)
13) Animals (Scientific Procedures) Act 1986
14) Responsibility in the use of animals in bioscience research guidance: https://www.nc3rs.org.uk/responsibility-use-animals-bioscience-research
15) UKRI Policies and Principles for Equality, Diversity and Inclusion: www.ukri.org/about-us/policies-and-standards/equality-diversity-and-inclusion/
16) Equality Act 2010
17) Modern Slavery Act 2015
18) Advisory, Conciliation and Arbitration Service (ACAS) 'Bullying and Harassment in the Workplace: A Guide for Managers and Employers'
19) UKRI FEC Grant Guidance: https://www.ukri.org/funding/information-for-award-holders/grant-terms-and-conditions/
20) Research Outcome Reporting Requirements: www.ukri.org/funding/information-for-award-holders/research-outcomes1/help-and-guidance/
21) Research Integrity: www.ukri.org/about-us/policies-and-standards/research-integrity/
22) 2019 Concordat to Support the Career Development of Researchers
23) Open Access Policy: www.ukri.org/files/legacy/documents/rcukopenaccesspolicy-pdf/

This Award Letter is executed as follows:

SIGNED by an **authorised signatory** for and on behalf The Productivity Institute -

The University of Manchester

Signature: ……..

Name: Lisa Murphy

Position: Solicitor, Head of Contracts

Date: ……..

SIGNED by an **authorised signatory** for and on behalf of Awardee:

Insert legal name of Institution

Signature: ……..

Name: ……..

Position: ……..

Date: ……..