

Innovation Project Award Letter (template)



UNIVERSITY NAME
REGISTERED ADDRESS OF UNIVERSITY

(the "Awardee")

Reference: [insert Innovation Project Award reference]
(please use in all future correspondence)

[DATE]

Reference: INNOVATION PROJECT AWARD LETTER

Dear [NAME],

Thank you for submitting your CORNERSTONE Photonics Innovation Centre (C-PIC) project grant application (the "Application") for the project "INSERT TITLE HERE" (the "Project"). We are pleased to inform you that your application has been successful and the University of Southampton is offering an award of £XX,XXX towards the Project (the "Grant Funding"), subject to your acceptance of the terms and conditions contained herein.

Terms and Conditions

This letter of award, together with Schedule 1 and your Application, shall together create the entire agreement between the University of Southampton and the Awardee (hereinafter the "Contract").

We very much hope the above is acceptable to [insert full name of AWARDEE]. To confirm acceptance of the award and the Contract please can you return one signed copy of the Contract to [insert] (the "C-PIC Impact Manager").

This Contract may be executed in counterparts (each of which shall be deemed an original) and all of which, taken together, shall constitute one and the same agreement and either party may enter into this Contract by executing a counterpart. Executed copies of the signature pages of this Contract transmitted electronically in either Tagged Image Format Files (TIFF) or Portable Document Format (PDF) shall be treated as originals, fully binding and with full legal force and effect.

Yours sincerely,

[insert name]

authorised to sign on behalf of the University of Southampton

On behalf of the [insert full name of AWARDEE] I confirm that [insert full name of AWARDEE] is eligible to receive Engineering and Physical Sciences Research Council (EPSRC) and Innovate UK funding, that a fully executed collaboration agreement (if required) is in place or will be in agreed promptly between all partners listed in the Application and insert full name of AWARDEE agrees to comply with the Contract in full.

SIGNED for and on behalf of [insert full name of AWARDEE]

Name:

Job title:

Date:

Schedule 1 Terms and Conditions

1. The CORNERSTONE Photonics Innovation Centre (C-PIC) project grant is an Engineering and Physical Sciences Research Council (EPSRC) and Innovate UK (IUK) (collectively the “Research Councils”) funded initiative, managed by the University of Southampton (the “University”), in collaboration with the University Court of the University of Glasgow and the Science and Technology Facilities Council (the “C-PIC Collaborators”), Award reference EP/Z531066/1.
2. These terms set out the conditions that apply to the CORNERSTONE Photonics Innovation Centre (C-PIC) project grant, made available by the University to the Awardee, to enable the Awardee to undertake the Project. The Awardee shall ensure that these terms apply to any Project collaboration agreement in place between the partners listed in the Application and to any third parties contributing to the Project.
3. The Contract is subject at all times to the Research Councils’ standard grant terms, as amended by the Research Councils from time to time (which at the time of award of the Contract are available at <https://www.ukri.org/publications/terms-and-conditions-for-research-grants/>).
4. The Awardee warrants (and the Awardee procures that its Project partner(s) also warrants) they are and shall remain eligible to receive funding from the Research Councils. Details of eligibility are available at <https://www.ukri.org/publications/eligibility-criteria-for-research-councilfunding/>.
5. The Awardee shall (and the Awardee procures that any Project partner(s) shall also) cooperate fully with the University and shall not do anything or fail to do something that would cause the University to be in breach of its obligations to the Research Councils. The Awardee shall comply with reasonable requests by the University in relation to same.
6. The Awardee agrees (and the Awardee procures that any Project partner(s) also agree(s)):
 - i. to attend and/or contribute to events within their relevant area of expertise when asked by the Research Councils or the University;
 - ii. to supply at the commencement of the Project a non-confidential synopsis of the Project, that does not include any personal data, which may be freely published and publicly disseminated, including (without limitation) publication on the CORNERSTONE Photonics Innovation Centre (C-PIC) public website, the Research Councils or Research Council UK website(s), in social media and on other publicly available websites and databases;
 - iii. to provide relevant details to the C-PIC Impact Manager, to ensure published Project information remains up to date; and
 - iv. any published papers incorporating or based on data or knowledge gained from this funded research Project acknowledge the CORNERSTONE Photonics Innovation Centre (C-PIC) project grant and the contribution from the Research Councils.
7. Funding for the Project will be given at 80% of full economic cost of the Project and shall not exceed the Grant Funding. Awardee is wholly responsible for funding the remaining 20% full economic cost of the Project (and any other costs that arise in the course of the Project) and warrants that such funds are allocated to the Project before the commencement of the same. Any amounts paid by the University are deemed to be

inclusive of VAT, if applicable, at the prevailing rate. The Awardee shall be entirely responsible for its VAT obligations. The Awardee should make claims to the University quarterly in arrears by invoice which should include a statement of actual expenditure incurred referenced against the budget headings set out in the Application. Invoices should be sent to [insert email] with copy to the C-PIC Impact Manager. On completion of the Project the final invoice must also be accompanied with the Project report as set out in clause 19. For further details on costing's and overheads see EPSRC's Full Economic Costing (FEC) Guides: <https://www.ukri.org/councils/epsrc/guidance-for-applicants/costs-youcan-apply-for/principles-of-full-economic-costing-fec/> . The University shall pay the Awardee within thirty (30) days of receipt of a valid invoice and the report from the Awardee, subject to both receipt by the University of monies from the Research Councils and the completion, to the University's and the Research Council's satisfaction, of any due diligence checks as may be reasonably required by the University or by the Research Councils to establish the Awardee has properly undertaken and completed the Project.

8. The University shall have no obligation to make any payment to the Awardee where the University has not received sufficient funding from the Research Councils.
9. In the event that the Research Councils or the University requires repayment of any amount due to an act or omission of an Awardee or any partner on a Project, the Awardee shall fully reimburse the University the amount requested, together with an interest charged thereon by the Research Councils.
10. At the end of the Project, any underspend will be returned to the University to be used in future CORNERSTONE Photonics Innovation Centre (C-PIC) projects or returned to the Research Councils, as agreed with the Research Councils.
11. The Awardee shall be responsible for ensuring the Project is compliant with the Subsidy Control Act 2022 and the EU State Aid regulations. No subcontract or other agreement with a Project partner or any third party can be made which would constitute a breach of the Subsidy Control Act 2022 or the EU State Aid regulations.
12. The Awardee shall keep financial records relating to the Project in accordance with its normal accounting practice and to demonstrate compliance with clause 11. The Awardee acknowledges that the University and the Research Councils may audit the financial records relating to the Project.
13. Grant Funding may not be used to fund the purchase of equipment irrespective of value, contrary to the Research Councils' standard grant terms.
14. This Contract shall come into effect upon signature of both parties and shall terminate on the Project End Date as set out in clause 18.
15. The Awardee shall ensure that a written collaboration agreement is signed between the Awardee and the Project partner(s) if applicable. The collaboration agreement shall not include terms that conflict with this Contract. The collaboration agreement shall include provisions on intellectual property ownership, use and publication.
16. The Awardee shall (and procures that the Project partner(s), if applicable, shall) make the required in-kind or financial contribution to the Project as detailed in the Application and that the Project partner co-signs the final report, as set out in clause 19 of these Terms and Conditions.
17. The Awardee shall ensure that it fulfils its allocated tasks in the Project with all due skill and care, in accordance with this Contract, good academic practice and in a timely manner. The Awardee warrants that it shall obtain all regulatory and ethical licences,

consents and approvals necessary to carry out the Project prior to commencement of the Project, including but not limited to relevant provisions of the General Data Protection Regulation, the Data Protection Act 2018, the Bribery Act 2010, the Fraud Act 2006, the Equality Act 2010 and the Modern Slavery Act 2015.

18. The Project must be completed by [insert], or such other date as agreed in writing (email will suffice) between the authorized representatives of the University and the Awardee, "Project End Date".
19. On completion of the Project, the Awardee shall deliver to the University (and if required the Research Councils) a report which must be countersigned by all Project partners. The report will detail:
 - i. the work carried out and resources used;
 - ii. a public summary of the Project (excluding any personal data);
 - iii. an expenditure statement.

The public summary may be freely published and publicly disseminated, including (without limitation) publication on the CORNERSTONE Photonics Innovation Centre (C-PIC) public website. In addition at any time after the end of the Project, the Awardee shall provide the University with any document or report reasonably requested by the University to enable it to fulfil its obligations to the Research Councils.

20. The Awardee hereby grants (and procures that all Project partners grant) to the University a nonexclusive, irrevocable, royalty-free, worldwide licence, together with the right to grant sublicences to the C-PIC Collaborators, permitting the University and its sublicensees, to use all results generated under the Project for non-commercial academic research and teaching purposes.] or [not used]*
21. Nothing in this Contract shall prevent the University from disclosing any information which it considers necessary to disclose in order so as to comply with the Freedom of Information Act 2000 or the or the Freedom of Information (Scotland) Act 2002 or any other statutory requirement.
22. The University's only obligation to the Awardee under the Contract is to disburse the Grant Funding. The University accepts no liability, financial or otherwise for any claims, damages or liabilities arising directly or indirectly out of, or from, the Project or the Project results. The Awardee is entirely responsible for the conduct of the Project and use of the results.
23. The letter of award, these Terms and Conditions and the Application constitutes the entire agreement between the University and the Awardee with regard to the Project and supersedes all prior and contemporaneous agreements or communications.
24. A party shall not be liable for failure to perform its obligations under this Contract, nor be liable to any claim for compensation or damage, nor be deemed to be in breach of this Contract, if such failure arises from an occurrence or circumstances beyond the reasonable control of that party (a "Force Majeure Event") (excluding an obligation to make payment). If a party affected by such an occurrence causes a delay of three (3) months or more, and if such delay may reasonably be anticipated to continue, then the parties shall, in consultation with the Research Councils, discuss whether continuation of the Project is viable, or whether the Project and this Contract should be terminated. Should the Project be deemed viable the parties will amend this Contract accordingly with respect to Project dates and budget.
25. Notwithstanding the provisions of clause 24 above, where the Awardee (or its Project partner where applicable) is affected by a Force Majeure Event, they shall notify the

University as soon as reasonably possible to notify the University of any delay or non-performance of its obligations under this Contract and an estimation of the duration or such delay or non-performance.

26. The Awardee must ensure that the Project and any acquisitions made, granted or agreed by the Awardee are compliant with the National Security and Investment (NSI) Act 2021 (the "Act") and UK's export controls. At the request of the University or the Research Councils the Awardee will supply any supporting documentation requested of it to demonstrate such compliance. It is the responsibility of the Awardee to ensure that any transfer, licence or acquisition of assets or entities within the scope of the Act, obtained or generated, using the Grant Funding awarded to the Awardee comply with these rules.
27. The Awardee may be required to provide the University or the Research Councils with additional information about how the Awardee is managing considerations and risks relating to Trusted Research and Innovation and engage in any subsequent risk assessment activities requested by University or the Research Councils. Any recommended mitigations identified through the risk assessment will need to be agreed and in place before the start of the Project. The Awardee must include clauses around national security in any Project collaboration agreement in place between the partners listed in the Application and any third parties contributing to the Project – regardless of technology area or partners involved. Where required and agreed, and in line with all relevant data protection legislation, the University or the Research Councils will consult appropriate wider technical agencies across HMG to provide further assistance and recommendations.
28. This Contract shall be governed by the laws of England and Wales.

* this clause to be amended as agreed by the parties on a case by case basis.