

Name of recipient
Job title
Company Name
Address line 1
Address line 2
Postcode, country

Dear Click or tap to enter Awardee name,

Agreement between University College London (“UCL”) Click or tap to enter Awardee name (the “Awardee”)

Project Title: Click or tap here to enter the awarded project title – as per the application (the “Project”)

UCL Ref: Click or tap here to enter the Contract ID

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

If you have specified any partners (“Partners”) within your Application, a condition of receiving the Funding (a detailed breakdown of which is provided in [Annex 1](#)), is that you will enter into a written collaboration agreement with the Partner ensuring their compliance with the terms and conditions of your award and the basis of your collaboration, ownership of Project intellectual property and rights to exploitation.

The Project will be carried out in accordance with your Application (including any amendments recommended by the DisCourSE Management Board) as set out in [Annex 2](#) and the terms and conditions of this Agreement and the annexes to it which constitute the entire agreement between us.

Terms

1. This Agreement shall commence on Click or tap to enter the start date (the “Effective Date”) and, unless terminated in accordance with the provisions of this Agreement, shall continue until Click or tap here to enter the end date (the “Project Period”). If this Agreement is entered into after the Effective Date, it will apply retrospectively to work carried out in relation to the Project on or after the Effective Date.

2. The sole financial obligation of UCL under this Agreement shall be to forward to the Awardee the funding of up to £[Click or tap here to enter the sum in numbers](#) [Click or tap here to enter the sum in words](#) (the “Funding”) towards the cost of its contribution to the Project, subject always to receipt by UCL of the funds from UKRI. The Awardee shall submit its invoices quarterly in arrears for expenditure it has incurred in accordance with this Agreement. The final invoice shall include a comprehensive final report and such evidence as UCL may reasonably request for the purpose of verifying that the objectives of the Project have been achieved. Invoices must show 100% FEC, and request 80% of the figures shown or 100% of the figures shown, in accordance with the specifications of the budget table in [Annex 1](#). Provided that UCL is satisfied with the progress of the Project delivery, UCL shall make payment against actual expenditure to the Awardee within 30 days of receipt of a valid invoice. All sums due under this Agreement are inclusive of VAT. No additional sums shall be payable in any circumstances, unless such sums have first been agreed by UCL in writing. The invoice and report should be sent to arc.discourse@ucl.ac.uk cc. fin-post-awrd-admin@ucl.ac.uk quoting reference [Click or tap here to enter the Contract ID](#).
3. The Awardee consents (and confirms that the Partner consents) to UCL making available to UKRI the following details (which may then be published by UKRI): a summary/brief description of the Project; Project start and end date; details of the Project Partner; duration of the Project; the executive summary, and such other details regarding the Project as UCL in its discretion deems necessary in order for it to be able to comply with the UKRI grant terms and conditions, and to publish on UCL’s website in accordance with its research objectives.
4. In this Agreement, the term “Confidential Information” means any information, know how, reports, papers, correspondence or documents which is disclosed by one Party (the “Disclosing Party”) to the other (the “Receiving Party”), in whatever form (including written, oral, visual or electronic) and which is, or which should reasonably be expected to be of a confidential nature. Subject to clause 5, no Receiving Party shall either during the Project Period or for three (3) years after the end of the Project Period, disclose to any third party, nor use for any purpose except as expressly permitted by this Agreement, any of the other Party's Confidential Information.
5. The obligations in clause 4 shall not apply to information that:
 - a. is or becomes publicly known without any breach of this Agreement or any other undertaking to keep it confidential;
 - b. is known to the Receiving Party before its receipt from the Disclosing Party (demonstrable by written records) and is not already subject to any obligation of confidentiality to the disclosing Party;
 - c. is lawfully acquired from a third party in circumstances where the Receiving Party has no reason to believe there has been a breach of an obligation of confidentiality owed to the Disclosing Party ;

- d. is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information (demonstrable by written records);
- e. is required to be disclosed to any regulatory authority or court of competent jurisdiction or pursuant to a request under the Freedom of Information Act 2000, the Freedom of Information (Scotland) Act 2002, Environmental Information Regulations 2004 or Environmental Information (Scotland) Regulations 2004; or
- f. is disclosed to any regulatory authority pursuant to the mandatory or voluntary notification procedure under the National Security and Investment Act (2021).

If any Party receives a request under the Freedom of Information Act 2000 or the Freedom of Information (Scotland) Act 2002 to disclose any Confidential Information, it will notify the other Party. If requested to do in any such notice the other Party shall within 5 days provide reasonable assistance in determining whether or not an exemption applies.

6. The Awardee must have procedures for the identification, protection, management and exploitation of intellectual property developed under this Project, taking into account circumstances where the Project involves collaboration with, or the contribution(s) of, third parties and/or any Partners. The outcomes of the Project must be published or otherwise disseminated in an appropriate form, although publication or release of findings funded by the Project may be delayed for a reasonable period to allow for protection of intellectual property. Publications must state that:

"This project has received funding through the UKRI Digital Research Infrastructure Programme via the DisCouRSE Network."

7. The Awardee will ensure that it carries out the Project with all due skill and care in accordance with good academic practice. The Awardee shall ensure that in performing the Project and exercising its rights under this Agreement it complies with all applicable ethical, legal and regulatory requirements including those relating to data protection, human tissue, modern slavery, anti-bribery, anti-corruption, subsidy control, national security and export control.
8. Subject to clauses 10, 11 and 12, the aggregate liability of the Awardee to UCL for all and any breaches of this Agreement, any negligence or arising in any other way out of the subject matter of this Agreement, the Project and the results, will not exceed three times the value of the Funding.
9. Subject to clauses 10 and 11, the aggregate liability of UCL to the Awardee is limited to the payment of the Award funds.
10. In no circumstances shall any Party be liable to the other Party for any loss, damage, cost or expense of any nature whatsoever incurred or suffered by that Party that is (i) of an indirect,

special or consequential nature or (ii) any loss of profits, revenue, business opportunity or goodwill.

11. Nothing in this Agreement limits or excludes either Party’s liability for:
- (i) death or personal injury caused by negligence; or
 - (ii) any fraud or for any sort of liability that, by law, cannot be limited or excluded.
12. The Awardee shall indemnify UCL and its respective officers, employees, students, consultants, agents and representatives (the ‘Indemnitees’) against all third party claims which may be asserted against or suffered by any of the Indemnitees and which relate to the use of any Results by or on behalf of the Indemnifying Party or its licensee or subsequently by any third party. For the purposes of this Agreement, “claims” means all demands, claims and liability (whether criminal or civil, in contract, tort or otherwise) for losses, damages, legal costs and other expenses of any nature whatsoever and all costs and expenses (including without limitation legal costs) incurred in connection therewith. The Awardee is not liable toward UCL for any claims, costs or damages that may result, directly or indirectly out of the performed tasks under this Agreement, unless and to the extent that damage is caused by gross fault and/or due to wilful misconduct by the Awardee, deliberate breach of Research Council terms, or its knowing infringement of any third party’s intellectual property.
13. Nothing in this Agreement creates, implies or evidences any partnership or joint venture between UCL and the Awardee, or the relationship between them of principal and agent. Neither UCL nor the Awardee has any authority to make any representation or commitment, or to incur any liability, on behalf of the other.
14. Reports and notices under this Agreement shall be in writing and delivered by any of the methods set out in the left-hand column below, and will be deemed to be received on the corresponding day set out in the right-hand column:

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

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

For UCL:

Project notices:

arc.discourse@ucl.ac.uk



Jonathan Cooper
Director of Collaborations
UCL Advanced Research Computing Centre
Gower Street
London
WC1E 6BT

Legal notices:

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

For Awardee:

Project notices:

Click or tap here to enter contact name and address.

Legal notices:

Click or tap here to enter contact name and address.

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

Accepted on behalf of **UNIVERSITY COLLEGE LONDON**

Signature:

Accepted on behalf of **CLICK OR TAP HERE TO ENTER THE FULL REGISTERED NAME OF AWARDEE**

Signature:



Name/position:

Name/position:

Date:

Date:



Annex 1: The funding

UCL Ref: Click or tap here to enter the Contract ID

[Budget Breakdown to Awardee]

Click or tap here to enter text.



Annex 2: Application

Application follows