

Explanatory Notes for Template Award Letter

The attached template award letter is provided for information only and is subject to negotiation and agreement. By providing this example, we are not committing to enter into any agreement with you. The terms may vary depending on the individual circumstances of the project.

This template has been provided to illustrate the terms and conditions that the University of Bristol will enter into with successful applicants.

The first part of the template covers the funding award, and the second part of the template covers the carrying out and collaboration on the project.

If you have any questions or concerns about these terms, but would like to apply, please do contact us.

On UoB headed paper

Date:

Reference:

[Name
XYZ name
Address 1
Address 2
Postcode]

Dear

Project title - (Project) - University of Bristol (the University) and [XYZ Co] (XYZ)
Start date [XXXX] End Date [XXXX] (the Project Period)

Obligations in return for funding

The University (We/Us/Our) is willing to make an award of funding to [XYZ] (You/Your) for the purpose of carrying out the Project detailed in your application which is attached as Attachment 1.

By countersigning this letter, are agreeing to perform the research activities as detailed in Attachment 1 and as set out in this letter (including its attachments).

You must carry out Your part of the research activities as detailed in Attachment 1 and must not deviate without Our prior approval.

If you are working with any third parties on the Project, You are responsible for putting in place appropriate contracts and making payment to those third parties. You are also responsible for ensuring those third parties carry out their part of the Project in accordance with this letter.

You must cooperate with Us on due diligence checks that may take place prior to contract signature or during the Project. These due diligence checks and information received may affect how We work with you and how We pay you.

If there is any delay or likely delay or problem with carrying out the research activities You must tell us as soon as possible.

In countersigning this letter, You represent and warrant that You are able to enter into this agreement and that it is fully compliant with all applicable laws.

Access to research data

Subject to satisfying any ethics, legal or other relevant approvals, any significant electronic outputs of the Project (including any datasets) must be published.

Payments

We will pay you £xxxx (the Funding) in pounds Sterling for You to carry out the Project (excluding Our costs). Payment details are set out at Attachment 3. The Funding is inclusive of VAT or similar tax (if applicable).

You must keep records and statements of how you have spent the Funding available for inspection for at least five years after the end of the Project. You must send Us copies of these upon request.

Attachment 3 sets out the reports We require you to send Us regarding how you have spent the Funding.

If You do not send us these reports, records or statements when requested, or if we reasonably believe the Funding is not being properly spent on the Project, We have the right to stop further payments of the Funding.

How the parties will collaborate in carrying out the Project

Project

Each of us will carry out those activities allocated to us in the description of the Project at Attachment 1 and will collaborate in good faith. [XXX] will be the Principal Investigator for the Project and shall take decisions on the implementation and performance of the Project. [XXX] will be the Bristol Researcher for the Project and shall implement those activities assigned to [XXX] as specified in the description of the Project at Attachment 1.

Publications

One of the primary functions of a university is (i) to disseminate the outputs and outcomes of research¹; and (ii) to generate academic publications. It is anticipated that the results of this Project will, where appropriate, be published recognising the contributions of Our researchers and Your personnel. When both of us prepare a publication jointly, each of us will be identified as co-authors where appropriate.

Each of us will share an advance copy of any draft publication or other proposed communication relating to the Project before release or submission for publication. The University as the funder of the project must be acknowledged appropriately in any such publication or communication. If the Project forms part of a doctoral thesis of a student, this thesis will be submitted for examination in accordance with the relevant university's procedures.

Intellectual Property (IP)

The term Intellectual Property (IP) as used in this letter includes many different types of right including inventions, improvements, patents, designs, processes, information, know-how, copyright, technical information, data, techniques, processes, systems, formulae, results of experimentation, designs, statistics, records, rights in databases and topography rights.

The way IP is treated under this agreement will depend on when it is created and by whom.

A) Background IP

This letter does not affect the ownership of any Intellectual Property that exists before the start of the Project or that is generated independently of the Project (Background IP).

¹ Outputs and outcomes can take many forms and can include, for example: toolkits, artefacts, texts, publications, performances, exhibitions, objects, blog posts, working papers, interventions etc and may be disseminated through various media.

Each of our Background IP can be used by the other only for carrying out the Project and only during the Project Period.

To be clear, this means that neither You nor us:

- acquires any ownership of Background IP that the other contributed to the Project; and
- has any right to use the other's Background IP after the Project ends.

B) Foreground IP

Any new IP in results generated in the Project (Foreground IP) will be owned as follows.

Any Foreground IP generated by You will be owned by You. Any Foreground IP generated by Us will be owned by Us. Where Foreground IP has been generated jointly it will be owned jointly by You and Us in equal shares (Joint Foreground IP).

Each of You and Us may use all Foreground IP for non-commercial purposes (including teaching for fee-paying students and academic and research projects that may be funded by commercial third parties).

Each of You and Us may use, license and exploit its own Foreground IP, including any Joint Foreground IP, for any purpose (including commercial purposes) without payment to the other.

Impact

We have an obligation to our donors to demonstrate how their donations have been used, including how the outputs of Our research are being used outside the University. To help Us meet this obligation, You agree that, if requested, You will provide reports detailing the impact of the Project and how You are using the Foreground IP. We will request these reports no more than once a year.

Confidentiality

Information exchanged during the Project is confidential, unless it is already in the public domain. Background IP shall be treated as the confidential information of the party disclosing it. Each of us agrees:

- (i) not to use the other's confidential information other than as permitted in this letter; and
- (ii) to keep the other's confidential information secret during the Project Period and for three years after the End Date of the Project.

Either of us may, however, disclose the other's confidential information if required to do so by applicable law or regulation.

Personal Data

If the Project involves the use or exchange of personal data, both of us acknowledge that we will put in place an appropriate data sharing or equivalent agreement in order to comply with applicable laws (including [GDPR](#)).

Duration

This agreement will be effective on the earlier of the date of signature by You or the start date of the Project. If either of us fails to perform its obligations under the Project, or otherwise commits a substantial or serious breach of its obligations under this letter, the other party may serve written notice, identifying the breach and giving that breaching party a period of at least 30 days to remedy the breach. If the breach has not been remedied within that period, this agreement, and all rights and obligations under it, will automatically terminate.

General

All Background IP and anything else provided as part of the Project is provided on an “as is” basis and each of us uses all such materials at its own risk. The liability of each of us under this agreement shall be limited to direct losses and capped at a sum equal to 100% of the Funding paid to You. These limits of liability will not apply to the extent that liability cannot be limited under applicable law (e.g. liability for death or personal injury caused by negligence, liability for fraud, etc).

If there is any disagreement between You and Us over any aspect of this agreement which cannot be resolved through discussion between senior representatives of the each of us, then they may agree an appropriate form of mediation where the dispute will be resolved.

The laws of England and Wales apply to this agreement. This letter and its attachments comprise the whole agreement between the parties relating to the Project.

Please sign and return a copy of this letter to [XXXX].

Yours sincerely

.....
For and on behalf of the University of Bristol

The provisions set out in this letter and its attachments are accepted by XYZ

.....
For and on behalf of XYZ

Position:

Date of signature:

Attachment 1

THIS SECTION WILL BE SPECIFIC FOR EACH INDIVIDUAL AWARD

Project title and description of activities

Also add here

- *Names of project personnel*
- *Any timetable or research milestones (and who is responsible for this)*
- *Reporting or research meeting schedule (and who is responsible for this)*
- *Details of any ethics or other approvals required*
- *Details of any materials or equipment or other resources which may be required*
- *Data management details*
- *Each collaborator's tasks and activities.*

DRAFT

Attachment 2

Financial Requirements

You must provide details of actual expenditure of the funding set out in Attachment 3.

You must maintain full financial records (including all receipts) for inspection during or after the completion of the Project to substantiate the sums claimed.

Research Ethics and Safeguarding

You must comply with all privacy and data protection requirements, legislation and regulations applicable to its activities including any relevant health and safety and best practice requirements.

You must identify and manage safeguarding risks including having in place procedures and policies to enable reporting and investigation of allegations when they arise.

You must comply with Bristol's ['Ethics of Research Policy and Procedure'](#) and ['Research Governance and Integrity Policy'](#).

Where any ethical issues are identified, You must work with the researcher at Bristol to obtain ethics permissions and ensure all regulatory approvals are in place before any work on the Project starts.

COVID-19

You must conduct the research in accordance with all local and national restrictions relating to COVID-19 or any mutation of COVID-19.

Publication and Publicity

XYZ must acknowledge the University of Bristol alumni and friends in any media communication or publication.

Project Performance and Changes

You must provide Us with regular detailed updates on the Project.

You must effect and maintain an adequate level of insurance cover in respect of all risks that may be incurred in the performance of the Project.

When requested you must produce documentary evidence showing that the insurance required by has been effected and is being maintained.

Compliance

You will comply with all applicable laws in connection with your performance under this Agreement (including, without limitation, laws relating to research integrity, import and export control, hazardous materials transportation laws, anti-money laundering laws, tax laws, bribery and corruption laws, equality laws and terrorism laws) and will notify us immediately on becoming aware of any occasion of non-compliance.

Anti-corruption policy

The Parties are committed to ensuring that the resources will be used only for the purposes intended. The Project policy on fraud and corruption is one of zero tolerance.

Fraud, money laundering, bribery and corruption against Project funds, by any Party's staff or contractors will not be tolerated because it:

- diverts vital resources from the poor;
- breaches our public service ethics and core values;
- damages our reputation for sound financial management; and
- challenges our "fitness for purpose" and our credibility in the eyes of donors, our UK stakeholders and International Organisations.

Decisions must be taken solely in terms of the Project's interests. Personal relationships, friendships, family links or personal advantage must not influence decisions.

If You suspect fraud, money laundering, or corruption you must immediately report your concerns to the us without any delay. Those found to have been involved in fraudulent and corrupt activity or to have been negligent in the exercise of supervisory duties will be subject to disciplinary and, where appropriate, criminal proceedings.

Attachment 3

THIS SECTION WILL BE SPECIFIC FOR EACH INDIVIDUAL AWARD

Payment of funding

Bristol shall pay to XYZ £xxxxxxx (inclusive of VAT where applicable).

XYZ shall invoice Bristol quarterly *in advance* during the term of this agreement. Payment shall be made to XYZ by Bristol within 30 days following the end of the month in which the invoice is received up to the maximum sum set out above.

Invoices must be returned to: University of Bristol, Finance Services, 4th Floor, Senate House, Tyndall Avenue, Bristol BS8 1TH, quoting the name and reference of the grant award and the purchase order number.

		Payment (£)
When Bristol receives a signed copy of this letter		£xxx
When XYZ delivers something 1 to someone		£yyy
When XYZ delivers something 2 to someone		£zzzz
When Bristol agrees final report from XYZ		£xyzxyz
		TOTAL