



## REPHRAIN SUB-AWARD

### **PARTIES**

The parties to this Agreement are:

- (a) **University of Bristol**, a corporation incorporated in England and Wales by Royal Charter with registration number RC000648 and an exempt charity whose principal offices are at Beacon House, Queens Road, Bristol, BS8 1QU, UK (the “**UoB**”);
- (b) [REDACTED] (the “**Recipient**”)

Each of which may be referred to as a **Party**, and together as the **Parties**.

### **WHEREAS**

- (a) UoB was the lead applicant in a proposal to the EPSRC (“**EPSRC**”) (the “**Funding Body**”), for a national research centre grant called “REPHRAIN: Research centre on privacy, harm reduction and adversarial influence online.”
- (b) The Funding Body has awarded a contract and funds (under grant reference EP/V011189/1 and dated 11 September 2020) to UoB, a copy of which is attached at Schedule 1 (the “**Contract**”).
- (c) On [REDACTED] and further to the Contract a Collaboration Agreement was entered into between: (1) University of Bristol; (2) University of Bath; (3) University Court of the University of Edinburgh; (4) King’s College London; and (5) University College London (“**Rephrain Collaboration**”).
- (d) The Rephrain Collaboration set up a national research centre called “REPHRAIN: Research centre on privacy, harm reduction and adversarial influence online” (“**Rephrain**”).
- (e) Under the terms of the Contract funds have been made available to UoB to fund:  
(i) workshops; (ii) short term projects; and (iii) long term projects.
- (f) The Recipient has applied to UoB for funding under the call entitled [REDACTED] and has been successful in securing funding from UoB in order to undertake a project entitled: [REDACTED] a copy of which is attached at Schedule 2 (the “**Project**”).

## 1 DEFINITIONS

- “Arising IP”** shall mean any Intellectual Property which is generated or first reduced to practice by the Recipient directly as a result of the work undertaken in accordance with this Project.
- “Background IP”** shall mean any Intellectual Property excluding Arising Intellectual Property owned or controlled by either Party prior to commencement of or independently from the Project, and which the owning Party contributes or uses in the course of performing the Project.
- “Confidential Information”** means all confidential or proprietary information (however recorded or preserved) relating to the Project that is disclosed or made available whether before or after the date of this agreement (in any form or medium), directly or indirectly, by the Provider to the Recipient, which for the avoidance of doubt includes but is not limited to samples, materials, drawings, specifications, photographs, designs, computer code, computer programs, software, data, formulae, processes, know-how, any technical or commercial information), reports, papers, correspondence or documents which is disclosed by or on behalf of one Party to the other, or to any of such other Party’s employees, directors, officers, advisors or representatives, in whatever form, (including written, oral, visual or electronic), and which is marked ‘Confidential’ if in tangible form, or if disclosed verbally or visually, confirmed in writing as ‘Confidential’ within thirty (30) days of disclosure.
- “Contract”** shall be as defined in sub-clause (b) of the Recitals save as varied by the Funding Body from time to time.

<b>“Controller”</b>	shall have the ascribed to it under Data Protection Law.
<b>“Data Protection Laws”</b>	shall mean The UK GDPR, as defined in the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (the “GDPR”) and any national implementing laws, regulations and secondary legislation; once it becomes law, the Data Protection Act 2018 and any regulations made pursuant to it; any other laws (including but not limited to the Data Protection Act 2018) and regulations relating to the processing of personal data and privacy which apply to a Party; and, if applicable, the guidance and codes of practice issued by any competent data protection supervisory authority.
<b>“Effective Date”</b>	shall be as defined in clause 9.1.
<b>“Ethics Board”</b>	shall mean the group commissioned and responsible for undertaking an independent ethical review of all research conducted as part of the national research centre setup under the Rephrain Collaboration prior to the start of any research. The Ethics Board will operate under the principles set out in UUK's Concordat to Support Research Integrity and will further adhere to the UKRI/ESRC core principles for ethical research. The Ethics Board will go beyond the normal requirements of ethics committees and incorporate Responsible Innovation (RI) as an integral part of the ethics review.
<b>“Funding Body”</b>	shall be as defined in sub-clause (a) of the Recitals.
<b>“Grant”</b>	shall mean the funds paid to the Recipient in accordance with the Payment Schedule.

<b>“Intellectual Property”</b>	shall mean intellectual property of any description including but not limited to all inventions, designs, information, specifications, formulae, improvements, discoveries, know-how, data, processes, methods, techniques and the intellectual property rights therein, including but not limited to, patents, copyrights, database rights, design rights (registered and unregistered), trademarks, trade names and service marks, applications for any of the above.
<b>“Key Personnel”</b>	shall be as defined in clause 2.2.
<b>“Payment Schedule”</b>	shall be the terms as detailed in Schedule 3.
<b>“Personal Data”</b>	shall have the ascribed to it under Data Protection Law.
<b>“Project”</b>	shall be as defined in sub-clause (f) of the Recitals.
<b>“Rephrain”</b>	shall be as defined in sub-clause (d) of the Recitals.
<b>“Rephrain Collaboration”</b>	shall be as defined in sub-clause (c) of the Recitals.
<b>“Sub-Award”</b>	shall mean this agreement along with all schedules, annexes and attachments.
<b>“Term”</b>	shall be as defined in clause 9.1.

## **2 PROJECT**

- 2.1 The Recipient shall undertake the Project as specified in Schedule 2.
- 2.2 The Project shall be performed by the persons named in the Project unless as otherwise agreed by UoB in writing (“**Key Personnel**”).
- 2.3 In respect of the Project the Recipient will use its reasonable endeavours to provide adequate facilities: to obtain any requisite materials, equipment and personnel; and to carry out their work diligently. Although the Recipient will use its reasonable endeavours to perform the Project, the Recipient does not

undertake that the Project carried out under or pursuant to this Subaward will lead to any particular result, nor is the success of such work guaranteed.

- 2.4 The Recipient will use reasonable endeavours to meet the milestones set out in Project.
- 2.5 **REPORTING:** For the avoidance of doubt the monitoring and reporting obligations are detailed in clauses GAC 6 and RGC.7 of the Contract.

### **3 STANDARD TERMS AND CONDITIONS OF THIS SUB-GRANT**

- 3.1 The Recipient shall be bound *mutatis mutandis* by the terms and conditions of the Contract, which form part of this Sub-Grant; except that provisions of the Contract that are particular to UoB.
- 3.2 The Recipient agrees not to conduct itself (whether by act or omission) in such a manner that would cause UoB to be in breach of UoB's obligations under the Contract.
- 3.3 The Sub-Award shall be regarded as though it were a complementary agreement to the Contract. Nothing contained in this Sub-Award shall be so construed or interpreted in any way as to diminish or alter the rights of the Funding Body as set out in the Contract. In the case of a conflict between the Contract and this Sub-Award the terms of the Contract shall take precedence over the terms of this Sub-Award.

### **4 ADDITIONAL TERMS AND CONDITIONS OF THIS SUB-GRANT**

**ETHICS:** Without prejudice to the generality of clause 3 of this Sub-Award the Recipient covenants that they will at all times comply with the provisions of clause 3 (**Ethics**) of the Contract, including but not limited to procuring that any researcher secures ethical approval from the relevant institution research ethics committee prior to submission to the Ethics Board. Where the relevant institution does not require internal ethics approval the Recipient shall procure that the researcher submits the proposal to the Ethics Board directly. The Parties further covenant that they will not undertake any research relating to the Project unless and until the Recipient has secured internal ethics approval (where relevant) and, without exception, the approval of the Ethics Board.

## **5 FUNDING**

- 5.1 The Funding Body has undertaken to provide funding for REPHRAIN, including funds for the Project. The sole financial obligation of UoB under this Sub-Award shall be to forward the payments allocated to the Recipient, in accordance with the Payment Schedule and the terms of this clause 5, and only when received from the Funding Body.
- 5.2 In the event that the Funding Body requires reimbursement by the Recipient any sums paid to the Recipient under this Sub-Award, then to the extent that such requirement arises from the acts or omissions of the Recipient, the Recipient hereby agrees to reimburse UoB the relevant sums received by the Recipient together with any interest charged thereon.
- 5.3 Payment to the Recipient is contingent upon: (i) the completion of the [milestones] within the [Project Period], unless otherwise agreed in writing with UoB; (ii) completion of the [milestones] to the reasonable satisfaction of UoB in accordance with the Project; and (iii) compliance with the terms of this Sub-Award.
- 5.4 For the avoidance of doubt compliance with the terms of this Sub-Award shall include, but shall not be limited to, GAC 3, GAC 8, and RGC 4 (Use of Grant) of the Contract.
- 5.5 Subject to clause 5.3 (above), UoB shall pay the Recipient the grant funding as specified in the Payment Schedule, which shall be used by the Contractor for the purposes of the Project only.

## **6 INTELLECTUAL PROPERTY**

- 6.1 For the avoidance of doubt all Background IP used in connection with the Project shall remain the property of the Party introducing the same. No Party will make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the ownership or use of any of the Background IP of the other parties except under the terms of this Sub-Award. Each Party acknowledges and confirms that nothing contained in this Sub-Award shall give the other any right, title or interest in or to the Background IP of the other save as granted by this Sub-Award. The Parties agree that any improvements or modifications to a Party's Background IP arising from the Project which are not severable from that Background IP will be deemed to form part of that Party's Background IP.
- 6.2 The Recipient shall at all time comply with the provisions of RGC 12 of the Contract, and without prejudice to the generality of the aforementioned, the

Recipient shall comply with and where relevant procure the compliance of clause RGC 12.3 of the Contract.

6.3 Any Arising IP, know-how and results created in the course of the Project shall be owned by the Party(ies) that generated them.

6.4 The Recipient shall promptly disclose to UoB all Arising IP generated by it.

**6.5 LICENCES:**

6.5.1 Each party grant the other a worldwide, non-exclusive, non-transferable, non-sub-licensable, royalty-free licence for the duration of the Project to use its Background IP for the sole purpose of carrying out the Project; and

6.5.2 The Recipient grants UoB a worldwide, perpetual, non-exclusive, non-transferable, sub-licensable, royalty-free licence to use its results and any associated Arising IP for academic and teaching purposes (including for the avoidance of doubt in other commercially funding provided that those third parties gain or claim no rights to the Recipient's Arising IP).

**7 PUBLICATION**

7.1 The Project will form part of the actual carrying out of a primary charitable purpose of some or all of the Parties; that is, the advancement of education through teaching and research.

7.2 The Recipient shall at all time comply with and or procure compliance with clauses GAC 4 and RGC 12.4 of the Contract.

7.3 In accordance with normal academic practice, all employees, students, agents or appointees of the Parties (including those who work on the Project) shall be permitted:

7.3.1 to publish their own results obtained during the course of work undertaken as part of the Project; and

7.3.2 in pursuance of the Parties' academic functions, to discuss work undertaken as part of the Project in internal seminars and to give instruction within their organisation on questions related to such work.

7.4 Each Party shall submit Arising Intellectual Property belong to the other intended for publication to the other Parties in writing not less than 30 (thirty) days in advance of the submission for publication. The publishing Party may be required to delay submission for publication if in any other Party's opinion such delay is necessary in order for that other Party to seek patent or similar protection for material in respect of which it is entitled to seek protection, or to modify the publication in order to protect Confidential Information. A delay

imposed on submission for publication as a result of a requirement made by the other Party shall not last longer than is absolutely necessary to seek the required protection; and therefore shall not exceed 3 (three) months from the date of receipt of the material by such Party, although the publishing Party will not unreasonably refuse a request from the other Party for additional delay in the event that property rights would otherwise be lost. Notification of the requirement for delay in submission for publication must be received by the publishing Party within 30 (thirty) days after the receipt of the material by the other Party, failing which the publishing Party shall be free to assume that the other Party has no objection to the proposed publication.

- 7.5 Where applicable this Agreement shall not prevent or hinder registered students of any Party from submitting for degrees of that Party theses based on results obtained during the course of work undertaken as part of the Project; or from following that Party's procedures for examinations and for admission to postgraduate degree status.
- 7.6 The provisions of Clause 7 shall survive for a period of [1 (one)] year from the date of expiry or termination (whichever is later) of this Sub-Award.

## **8 CONFIDENTIALITY**

- 8.1 Each Party will use all reasonable endeavours not to disclose any Confidential Information to any third party (nor use for any purpose except as permitted by this Sub-Award).
- 8.2 No Party receiving Confidential Information (the "**Receiving Party**") shall incur any obligation under clause 8.1 to a disclosing Party (the "**Disclosing Party**") with respect to information which:
- 8.2.1 is known to the Receiving Party before the Effective Date, and not impressed already with any obligation of confidentiality to the Disclosing Party; or
  - 8.2.2 is or becomes publicly known without the fault of the Receiving Party; or
  - 8.2.3 is obtained by the Receiving Party from a third party in circumstances where the Receiving Party has no reason to believe that there has been a breach of an obligation of confidentiality owed to the Disclosing Party; or
  - 8.2.4 is independently developed by the Receiving Party; or
  - 8.2.5 is approved for release in writing by an authorised representative of the Disclosing Party; or

8.2.6 the Receiving Party is specifically required to disclose by law or pursuant to the order of any court or other body of competent jurisdiction (including but not limited to the Freedom of Information Act 2000 or the Freedom of Information (Scotland) Act 2002); or

8.2.7 is permitted under the provisions of clause 7.

8.3 The provisions of this Clause 5 shall survive the expiry or earlier termination (for whatever reason) of this Agreement for a period of [1 (one) year].

## 9 TERM AND TERMINATION

9.1 This Agreement shall take effect on the date that the last party signed this Agreement (as evidenced in the attestation clause below); however, the Parties have agreed that terms and obligations of this Agreement shall commence on [2021] (“Effective Date”) and, subject to clauses 9.2 and 9.3, shall expire [ ] years from Effective Date (“Term”) and expiry of this Sub-Award shall not affect any accrued rights or remedies to which either Party is entitled;

9.2 UoB shall be permitted to terminate this Sub-Award:

9.2.1 on thirty (30) days prior written notice to the Recipient if the Recipient commits a material breach of the terms of this Sub-Award or is persistently in breach of this Sub-Award. The notice shall include a detailed statement describing the breach. If the breach is capable of being remedied and is remedied within the thirty (30) day notice period, then the termination shall not take effect; or

9.2.2 if the Recipient’s Key Personnel become unable or unwilling to continue their performance of the Project. In such an event the Recipient shall promptly notify UoB if at any time their Key Personnel becomes unable or unwilling to continue the performance of the Project. Within thirty (30) days after such incapacity or expression of unwillingness the Recipient shall nominate a successor to replace their Key Personnel. UoB shall not unreasonably decline to accept the nominated successor; however, if the replacement is not acceptable to UoB (acting reasonably) or the Funding Body (at their discretion) then UoB may, on 30 days written notice, terminate this Sub-Award; or

9.2.3 on immediate written notice if the Funding Body terminates the Contract and or the Refrain Collaboration is terminated for whatever reason.

- 9.3 If either Party: (a) passes a resolution for its winding-up; or (b) a court of competent jurisdiction makes an order for that Party's winding-up or dissolution or makes an administrative order in relation to that Party; or (c) appoints a receiver over, or an encumbrancer takes possession of or sells an asset of that Party; or (d) makes an arrangement or composition with its creditors generally; or (e) makes an application to a court of competent jurisdiction for protection from its creditors generally; THEN this Sub-Award shall be deemed to have terminated with immediate effect from the occurrence of such event.
- 9.4 In the event of a termination event as detailed in clause 9.2 and 9.3 (above):
- 9.4.1 such termination of the Sub-Award shall not affect any accrued rights or remedies to which either Party is entitled; and
- 9.4.2 all rights acquired by either Party to the other's Background IP shall cease SAVE THAT the licence detailed at clause 6.5.2 shall continue to have effect; and
- 9.5.3 the Recipient shall cease any spending of the Grant and immediately return any unspent proportions of the Grant to UoB.
- 9.5 The following clauses will survive the termination or expiry of this Sub-Award: 2.5; 5.2; 6; 7; 8; 9; 10; 11; and 13.

## **10. LIABILITY**

- 10.1 No Party makes any representation or warranty that advice or information given by any of its employees, students, agents or appointees who work on the Project, or the content or use of any materials, works or information provided in connection with the Project.
- 10.2 No Party accepts any responsibility for any use which may be made of any work carried out under or pursuant to the Project.
- 10.3 The Parties undertake to make no claim in connection with this Agreement or its subject matter against any employees, students, agents or appointees of the other Parties (apart from claims based on fraud or wilful misconduct).
- 10.4 The liability of any Party for any breach of this Sub-Award (save for the Contract), or arising in any other way out of the subject-matter of this Sub-Award (save for the Contract), will not extend to loss of business or profit, loss of turnover, income, revenue, goodwill, opportunity and loss of savings or anticipated savings or to any indirect or consequential damages or losses no matter how arising, whether by breach or by negligence and whether in contract, tort,

breach of statutory duty or otherwise, even if one Party has advised the other Parties of the possibility of those losses and/or if they were within the contemplation of such Party.

10.5 The Recipient shall fully indemnify and shall keep indemnified UoB in respect of any sums paid by UoB to the Funding Body as a result of any claim made by the Funding Body under the Contract PROVIDED THAT:

10.5.1 any such claim has arisen as a result whether wholly or in part due to the acts or omissions of the Recipient; and

10.5.2 the Recipient shall only be liable to pay such proportion of the sums paid as relate to the actions or omissions of the Recipient; and

10.5.3 the Recipient shall have been informed of any such claim prior to a demand being made and in any event UoB shall notify the Recipient as soon as reasonably practicable of a claim being made by the Funding Body that affects the Recipient.

10.6 Except for the indemnity given in clause 10.5 and 13.2.3 and any liability arising out of breach and/or omission of clauses 3, 4, 10.7 and 13.6 the maximum liability of Recipient under or otherwise in connection with this Sub-Award or its subject matter shall not exceed the monies received by the Recipient under this Sub-Award as detailed in Payment Schedule. UoB's liability shall save as otherwise detailed in this Sub-Award shall be limited to the amount paid to the Recipient as detailed in the Payment Schedule.

10.7 Nothing in this Collaboration Agreement limits or excludes any Party's liability for:

10.7.1 death or personal injury resulting from negligence; or

10.7.2 any fraud or for any sort of other liability which, by law, cannot be limited or excluded.

10.8 In relation to the provisions Sub-Award the Recipient acknowledges that damages alone may not be an adequate remedy for the breach of any of the provisions of this Sub-Award. Accordingly, without prejudice to any other rights and remedies it may have, UoB shall be entitled to seek the granting of equitable relief (including, without limitation, injunctive relief) concerning any threatened or actual breach of any of the provisions of this Sub-Award.

10.9 In the event that the Recipient involves any third parties the Recipient covenants with UoB to procure the compliance of he third party with the terms of this Sub-Award and shall remain fully liable for any action or omission of a third party leading to a breach of this Sub-Award.

**10.10 FORCE MAJEURE:** A Party shall not be liable for failure to perform its obligations under this Sub-Award, nor be liable to any claim for compensation or damage, nor be deemed to be in breach of this Sub-Award, if such failure arises from an occurrence or circumstances beyond the reasonable control of that Party. If the Party affected by such occurrence causes a delayed of three (3) months or more, and if such delay may reasonably be anticipated to continue, the Parties shall, in consultation with the Funding Body, discuss whether continuation of the Project is viable or whether this Sub-Award should be terminated on the terms specified in clause 9.

## **11. LAW**

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

## **12. NOTICES**

12.1 UoB's representative for:

12.1.1 Legal Notices is:

[ ]

12.1.2 Finance Notices is:

[ ]

12.1.3 Reporting/Technical and Other Notices is:

[ ]

12.2 Recipient's representative for:

12.2.1 Legal Notices is:

[ ]

12.2.2 Finance Notices is:

[ ]

12.2.3 Reporting/Technical and Other Notices is:

[ ]

### 13. MISCELLANEOUS

- 13.1 A person who is not a party to this Agreement shall not have any rights under or in connection with it over any prior agreement.
- 13.2 Nothing in this agreement shall create, imply or evidence any partnership or joint venture between the Parties or the relationship between them of principal and agent.
- 13.3 This Agreement constitutes the entire agreement between the Parties in relation to its subject matter and no statements or representations made by any Party have been relied upon by the other in entering into this Agreement.
- 13.4 The rights and obligations of the Parties are personal and may not be assigned at any time without the prior written consent of the other Party.
- 13.5 Any variation or amendment to this Agreement must be made in writing and signed by an authorised signatory of each Party.
- 13.6 The Parties shall procure that in carrying out their obligations under this Agreement, they will comply with all applicable laws, regulations and statutes, including those relating to modern slavery and anti-bribery. Non-compliance with this clause by a Party shall not be sufficient justification for another Party not to comply with its obligations under this Agreement.
- 13.6.1 **Research Governance/Misconduct:** In addition to following the terms of clause RGC 3 of the Contract the Recipient undertake to establish and thereafter maintain well defined arrangements for investigating and resolving allegations of research misconduct. Where an allegation of research misconduct arises or is reasonably expected to have arisen, in relation to the Project, then the Recipient shall, as soon as reasonably practicable, inform UoB.
- 13.6.2 **State Aid:** Without prejudice to the terms of the Contract the Recipient warrants and covenants that they have and will, at all times, continue to comply with any **state aid legislation** in force from time to time insofar as said legislation applies or relates to this Sub-Award, and where reasonably necessary the Recipient shall, at their own cost, take legal advice on whether the respective they are compliant with said legislation. If the Recipient discovers that they are in breach of said state aid legislation insofar as it applies or relates to this Sub-Award, then they as soon as

reasonably practicable inform UoB and the Recipient shall take all steps necessary to make good the breach and shall fully indemnify UoB in respect of any claims, damages and/or losses incurred as a result of the Recipients non-compliance.

**13.6.3 Data Protection:**

- (i) The Parties warrant and covenant that they shall, at all times, comply with Data Protection Law;
- (ii) The Parties warrant that they will comply with all applicable Data Protection Law in as far as they handle the personal data in relation to the Project and this Sub-Award. The Parties warrant that where the Personal Data is that of subjects of or participants in the Project they have or will use appropriate anonymisation techniques (and ensure that there is no data linkage) to ensure that the data they share under this Sub-Award cannot be attributed to such persons and where anonymisation (in accordance with all applicable Data Protection Law) is not reasonably possible and/or when data linkage cannot be reasonably guaranteed or where it is established that Personal Data will be shared THEN the Parties further warrant that no Personal Data will be shared unless and until a supplementary data sharing agreement and/or enter into a variation to this Sub-Award (in either case the effect must incorporate the necessary provisions as required by the Data Protection Law) is entered into before any personal data is transferred. For the avoidance of doubt, it is not required that personal data of the Parties' staff exchanged for purposes of contact during the Project is anonymised, although such data must be stored and used in accordance with all applicable Data Protection Law; and
- (iii) For the avoidance of doubt, it is intended that the Parties may share limited Personal Data relating to professional qualifications, experience and other information relevant to the professional roles of their researchers and representatives involved in the Project and in relation to the supervision of PhD students and the Parties agree to store and use that Personal Data only for the purposes of the Project (including but not limited to the supervision of PhD students) and at all times in accordance with the Data Protection Law. Each Party will act as the Controller in

respect of any such Personal Data relating to its own researchers and representatives.

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