**EDI Hub+**

**FLEXIBLE FUND FUNDING TERMS**

Dear Insert name,

**Subject: Flexible Fund award to Insert institution**

## BACKGROUND

* 1. The University of Leeds (the “**Lead Partner**”) has secured funding from the Engineering and Physical Sciences Research Council (EPSRC) (the “**Funding Body**”) to establish the EDI Hub+. The EDI Hub+ has funding to support a flexible fund (the “**FF**”), funding projects that align with the strategic aims of the grant (the “**Head Terms**”) as set out in Schedule 1. FF funding is available to higher education institutions nationwide.
	2. The Insert institution (the “**Host Institution**”) applied for and has been awarded FF funding in respect of the proposed research project entitled “Insert title” (the “**Project**"), further details of which are contained in the Annex 1 to this Agreement. The standard UKRI grant terms and conditions (attached as Annex 2 to this Agreement) shall apply to this award in addition to the terms and conditions set out below.
	3. The Lead Partner and the Host Institution shall hereinafter be referred to as the “**Parties**” and each of them being a “**Party**”).

## CONDUCT OF THE PROJECT AND TERM

* 1. The Project Lead(s) at the Host Institution shall be Insert name(s) (the “**Project Lead(s)**”), who will manage the Project. The Project Lead(s) will obtain all required permissions and consents to carry out the Project.
	2. The Project will start on Insert date (the “**Start Date**”) for a period of Insert term months (the “**Term**”). For the avoidance of doubt, any provisions of this Agreement intended to survive the Term shall remain in full force and effect after the Term of this Agreement.
	3. Projects must have full ethical clearance before beginning any data collection. The Project Lead(s) must provide a copy of their ethics approval to the EDI Hub+ team before the Project commences.
	4. The Host Institution agrees to perform the Project with reasonable skill and care within the scope of the FF funding and agrees to put in place a collaboration agreement with any other parties set out in the Project on the same terms as this Agreement.
	5. The Project Lead(s) must inform the EDI Hub+ team of any unforeseen developments which arise during the course of the Project. Any variation to agreed milestones, deliverables or expenditure may only take place with the prior written consent of the EDI Hub+ Management Board.
	6. The Project Lead(s) agrees to meet with the EDI Hub+ team on a quarterly basis to provide an update on the Project. The EDI Hub+ team will arrange online meetings with Project Lead(s) for this purpose.
	7. The Project Lead(s) agrees to work with the EDI Hub+ team to share, disseminate, and (where appropriate) scale-up their findings.
	8. The Project Lead(s) agrees to submit an accessible final report, of no more than 5,000 words, within three (3) months of the end of the Project.
	9. The Lead Partner requires the Project Lead(s) to provide the EDI Hub+ team with marketing and communication material upon request, which could be, but not limited to be, in the form of blog posts, videos, social media engagement activities. Any such requests will be reasonable in nature, scale and scope.
	10. The Host Institution agrees to provide to the Lead Partner promptly on request (and where it is legally able to do so) any information, documentary evidence and records in respect of the Project that the Lead Partner may reasonably require from time to time in order to fulfil its reporting obligations under the Head Terms.

## FINANCIAL ARRANGEMENTS

* 1. In consideration for the Host Institution carrying out the Project, the Lead Partner shall pay the Host Institution the sum described in Annex 3 in the manner set out in Annex 3 (the “**Contribution**”). The Lead Partner’s payment terms are 30 days from receipt of a valid invoice. The Contribution is inclusive of any applicable VAT. Where reasonably requested, the Host Institution will provide to the Lead Partner evidence of expenditure of the Contribution in connection with the Project.
	2. All equipment purchased by the Host Institution using the Contribution shall remain the property of and may be used by the Host Institution for the Term and thereafter.

## INTELLECTUAL PROPERTY

* 1. All intellectual property rights contributed to the Project which either existed at the date of this Agreement or that did not exist at such time but that have arisen from work undertaken outside the Project (the “**Background**”) shall remain the property of the party introducing them.
	2. Subject to the conditions of the Head Terms, all intellectual property rights created, devised or arising from undertaking and performance of the Project (the “**Foreground**”) shall be owned by the party that generates them. To the extent that the Foreground is generated or developed by the parties jointly, then it shall vest in and be owned jointly by those generating parties in accordance with their inventive contribution.
	3. The Host Institution shall ensure that it secures ownership of the Foreground from any third party consultant or subcontractor not already named in the Project who may be involved in the carrying out of the Project.
	4. The Host Institution shall ensure that each party collaborating on the Project shall grant to the other:
		1. a non-exclusive, non-transferable, non-sub-licensable, royalty-free licence for the duration of the Project to use its Background used in the implementation of the Project solely to carry out the Project, and
		2. a non-exclusive, non-transferable, non-sub-licensable, royalty-free licence to use any Foreground for academic and non-commercial research purposes, including research projects funded by third parties (including commercial entities) provided that those parties gain or claim no rights to such Results.
	5. The Host Institution shall ensure and procure that each party collaborating on the Project shall grant to the Lead Partner a non-exclusive, sub-licensable (to the Funding Body only), royalty-free licence to use any Foreground for the sole purpose of reporting outputs, outcome and impacts of the Project to the Funding Body.
	6. The Host Institution agrees to provide the Lead Partner with details of any commercial outputs throughout the Project and for up to three (3) years after completion of the Project.

## PUBLICATION

* 1. All publications and PR activities must acknowledge the source of the funding and the EDI Hub+’s involvement in the project. On publications the following form of wording should be used: *“This report describes work conducted under the EPSRC EDI Hub+, Project: Insert project ref number”.*
	2. Each Party acknowledges that the other is required by its funders to demonstrate its impact and each Party (the “**Reviewing Party**”) agrees to comply with all reasonable requests made by the other Party (the “**Requesting Party**”) to provide such information (not including the Reviewing Party’s Confidential Information) as the Requesting Party may reasonably require to address requirements placed on the Requesting Party. Such information may include (in relation to the Project), but shall not be limited to, effects, changes or benefits to diversity, equity and inclusion in the Engineering, Physical and Mathematical Sciences research and innovation community.

## CONFIDENTIALITY

* 1. In connection with its performance of the Project, each Party may receive information from the other Party which is marked, or otherwise indicated in writing to be, confidential in nature, or which ought reasonably to be regarded as confidential having regard to its nature notwithstanding any written indication that it is confidential (“**Confidential Information**”). Save to the extent required by law or the order of a competent court or public authority, each Party shall keep confidential the Confidential Information of the other which it receives in connection with the Project and shall not disclose it to any third party. This obligation shall remain in full force and effect for a period of five (5) years from the expiry or termination of this Agreement.
	2. This obligation does not apply to information which:
		1. either Party is required to disclose by law, by legal order, or due to an obligation to a regulatory authority;
		2. is already in the possession of a Party prior to the Start Date;
		3. is, or comes into, the possession of a Party through release by an independent third party unrelated to the Project;
		4. is developed independently by a Party without reference to the Confidential Information, as evidenced by written records.
	3. For the avoidance of doubt if the Host Institution has the need to disclose Confidential Information to a third party collaborator or subcontractor for the purposes of the Project then the Host Institution must ensure that the subcontractor or collaborator is aware of and agrees to comply with confidentiality obligations no less onerous than those outlined in this Agreement.

## LIABILITY

* 1. The Host Institution shall use all reasonable endeavours to ensure the accuracy of the work performed and any information given buy the Host Institution makes no other warranty, express or implied as to accuracy and will not be held responsible for any financial consequences affecting the Lead Partner in the form of loss of sales revenue, loss of profits or other irrecoverable expenditure, arising out of any inaccuracies or omissions.
	2. Save for any death or personal injury caused by the negligence of a Party or its agents, neither Party shall be liable to the other for any loss or damage whatsoever other than any arising out of the express undertakings contained in this Agreement and all other warranties implied under general law are hereby excluded. In any case, the maximum liability of either Party to the other shall be limited to the value of the Contribution.

## TERMINATION

* 1. This Agreement may be immediately terminated if (i) the Project Lead(s) shall by reason of illness or cessation of employment at the Host Institution no longer be able to continue on the Project and the Host Institution has been unable to find a suitable substitute within a reasonable period of time; or (ii) either Party shall have a receiver or administrator appointed, should go into liquidation (or any analogous proceedings), or be unable to pay its debts as they fall due; or (iii) the Lead Partner fails to make payments in accordance with this Agreement.
	2. This Agreement may be immediately terminated by either Party if the other Party shall be in material breach of this Agreement and following written notice of such breach from the other Party fails to remedy such breach within 28 days.
	3. For the avoidance of doubt, any provisions of this Agreement intended to survive the Term shall remain in full force and effect after the Term of this Agreement.
	4. If this Agreement is terminated prior to completion of the Project, the Host Institution shall repay to the Lead Partner within 28 days of such termination any amount of the Contribution which the Host Institution has received and has not expended in connection with the Project prior to termination. For the avoidance of doubt the Host Institution may deduct the cost of any irrevocable or non-cancellable commitments already entered into at the date of notice of termination from any remaining amount of the Contribution in these circumstances, and may recover such sums from the Lead Partner if it has not invoiced for them by the date of termination.

## GENERAL

* 1. The Host Institution (including any employee, sub-contractor or agent of the Host Institution) agrees to comply with all applicable anti-corruption and anti-bribery laws and any other applicable laws in connection with their performance under this Agreement (including laws relating to import and export control, hazardous materials transportation laws, anti¬-money laundering laws, and tax laws). The Host Institution will report any breach of applicable anti-corruption or anti-bribery laws to the Lead Partner as soon as reasonably possible after becoming aware of the same. Any breach of this provision shall be considered a material breach entitling the Lead Partner to terminate this Agreement by immediate written notice.
	2. The Host Institution may subcontract the performance of its obligations under this Agreement but will ensure that if it does so a suitable agreement replicating the relevant terms of this Agreement is put in place with any such subcontractor prior to the date on which the subcontractor commences work in the Project. The Host Institution will remain liable for all acts and omissions of its subcontractor.
	3. This Agreement constitutes the entire agreement and understanding between the Parties relating to the Project and supersedes all other representations, promises and understandings.
	4. All notices and agreements required to be given pursuant to this Agreement shall be to the authorised representatives of the Parties either by (a) facsimile, email or by letter sent by first class mail or (b) mail by first class recorded delivery post. Any notice sent shall be deemed to have been duly given if sent by personal delivery or courier upon delivery at the address of the relevant Party, if sent by prepaid airmail post, four (4) days after the date of posting and if sent by facsimile or email upon confirmation of transmission.
	5. Neither Party to this Agreement shall be liable to the other nor held to be in breach of this Agreement to the extent that it is prevented, hindered or delayed in the performance or observance of its obligations (other than the payment of any sum due hereunder) by reason of industrial action, strikes, lock-outs, inability to obtain supplies, accidents or any other cause beyond its reasonable control.
	6. Any omission by either Party to exercise any right or remedy available to that Party under the terms of this Agreement shall not be taken to signify the disposal or waiver of that right or remedy and shall be without prejudice to the rights of either Party which may arise in the future.
	7. Any provision of this Agreement which in any way contravenes the applicable law shall be deemed severable and shall not invalidate any other provision or provisions of this Agreement.
	8. No variation to this Agreement may be made by any person unless agreed in writing between each Party’s authorised representatives.
	9. This Agreement shall be governed and interpreted by the laws of England and both Parties agree to submit to the exclusive jurisdiction of the English Courts.
	10. This Agreement does not confer benefits on third parties for the purposes of this Project. (Rights of Third Parties Act 1999).

The Parties have signed below to indicate their acceptance of the terms of this Agreement.

|  |
| --- |
| **EXECUTED** for and on behalf of**THE UNIVERSITY OF LEEDS** by: |
| Signature:  | ......................................................... |
| Name:  | ......................................................... |
| Title: | ......................................................... |
| Date: | ......................................................... |

|  |
| --- |
| **EXECUTED** for and on behalf of**Insert Institution** by: |
| Signature:  | ......................................................... |
| Name:  | ......................................................... |
| Title: | ......................................................... |
| Date: | ......................................................... |

## Annex 1: The Project

## Annex 2: UKRI Standard Grant Terms and Conditions

[View the UKRI Standard Grant Terms and Conditions](https://www.ukri.org/wp-content/uploads/2021/04/UKRI-100125-FECGrantsStandardTermsConditionsGrantGuidanceNovember2024.pdf)

## Annex 3: The Contribution

The Lead Partner will provide funding to the Lead Institution in the sum of £Insert sum, as detailed in the cost breakdown below.

|  |  |  |
| --- | --- | --- |
| **Cost heading** | **Total @ 100% FEC** | **Total @ 80% FEC** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
| **Total** | **£** | **£** |

### **Invoicing**

The Host Institution will invoice the Lead Partner quarterly in arrears for actual expenditure incurred in the preceding quarter, up to the maximum value of the Contribution.

**PDF Invoices to be addressed to:**

Accounts Payable, EC Stoner Building, University of Leeds, Leeds, LS2 9JT

With a digital copy to be sent to: FEPSpostaward@leeds.ac.uk for the attention of Paul McCormack

Reference: [*to be confirmed once awarded*] (Please include this on all invoices)