

Recipient name and address
UUK Award reference number
Date

Dear XXX

UK-Ukraine R&I twinning grants scheme “Offer of Award Letter”

Universities UK (UUK) has been awarded funding by **Research England, on behalf of UK Research and Innovation (UKRI)**, to deliver the **UK-Ukraine R&I twinning grants scheme**.

The scheme supports a programme of competitive grants administered by UUK available to UK universities to use in the context of the [UK-Ukraine University Twinning Initiative](#) by targeting programmes of work which will support delivery of the institutions' strategic objectives as they relate to research and innovation. The funding allows institutions to scale up and sustain their commitment to supporting their Ukrainian partners.

1. Universities UK offers **[insert name of university]** “**Grant Recipient**” (referred to in this letter as “**You**”/ “**Your**”) a grant (“**Grant**”) entitled “**[insert project name]**” subject to Your agreement to, and compliance with, the terms and conditions set out in this agreement (the “**Grant Funding Agreement**”).

The Grant Funding Agreement includes and incorporates this Offer of Award Letter along with the following documents:

ANNEX 1: The **Terms and Conditions**;

ANNEX 2: Your **Grant Application including Funded Activities**;

ANNEX 3: The **Payment Schedule and Bank details**;

Amount of Grant

2. Universities UK will provide a “**Maximum Amount**” of **£XX (in words)** pounds sterling) to **[insert name of university]** which will be paid in full by 31 March 2023.

Purpose of Grant

3. The Grant is offered to You to contribute to certain expenditure (see paragraphs 5 and 6) (“**Eligible Expenditure**”) where that expenditure is reasonably incurred by You in undertaking activities under the **UK-Ukraine R&I twinning grants scheme** (“**Funded Activities**”).

4. A description of the Funded Activities is set out in Annex 2 to this letter.

Eligible Expenditure

5. Subject to paragraph 6, the Eligible Expenditure is limited to the costs specified in **Annex 2** to this letter.

Funding Period

6. The Eligible Expenditure for which the Grant is awarded is expenditure limited to costs which are incurred between **28 November 2022** (“**Commencement Date**”) and **31 August 2023**.

Reporting

7. You shall provide Universities UK with the final report no later than 31 August 2023 using the template provided. You will return any Unspent Monies to Universities UK by 30 September 2023.

Terms and Conditions

8. You must comply with the standard Terms and Conditions set out in **Annex 1**.

Warranties

9. By signing this Grant Funding Agreement, you warrant and represent that:

- a) Your obligations under the Grant Funding Agreement are legal, valid, binding and enforceable;
- b) all authorisations and consents necessary to enable You to enter into and perform the obligations in the Grant Funding Agreement have been obtained; and
- c) the person signing this Grant Funding Agreement is duly authorised to sign on Your behalf.

9.1 Nothing in the Grant Funding Agreement or the provision of Grant gives or is intended to give rise to contractual relations.

Notices and contact

10. All notices and other communications in relation to this Grant Funding Agreement shall be made in writing.

10.1 In communicating with Universities UK, Your contact within Universities UK is twinning-grants@international.ac.uk.



10.2 In communication with You, contacts within **[insert name of university]** is/are **[insert contact details]**.

Specific Provisions

11. This Grant is funded via the UK’s [Official Development Assistance \(ODA\)](#) funding, and as such, must be administered with the promotion of the economic development and welfare of Ukraine as its main objective. Any proposed changes to the Grant that could affect ODA compliance must be reported at the earliest opportunity to Universities UK.

12. The UK government is committed to transparency in reporting ODA spending, the International Aid Transparency Initiative (IATI) open data standard. In line with this, information about this Grant might be made available via the IATI registry.

13. To meet the requirements of the International Development Act, all Grant Recipients will need to have adequately addressed [Gender Equality](#) in the relevant section of the application form (Gender Equality Statement) and continue to maintain such gender equality considerations during the Grant period.

Acceptance

14. If You wish to accept this offer, You must sign and date an electronic copy of this Grant Funding Agreement as indicated below and return it to Universities UK. It must be signed by someone who is authorised to sign on behalf of your organisation.

Yours sincerely,

Jamie Arrowsmith
Director
Universities UK International

Agreement

I confirm on behalf of **[insert name of university]**, the agreement of **[insert name of university]** to the terms and conditions set out or referred to in this Grant Funding Agreement.

Signed:

Printed Name:

Position:

Date:

ANNEX 1

TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Where they appear in these **Conditions**:

Bribery Act means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning this legislation;

Confidential Information means any information (however conveyed, recorded or preserved) disclosed by a Party or its personnel to another Party (and/or that Party's personnel) whether before or after the date of the Grant Funding Agreement.

Controller and Processor take the meaning given in the GDPR;

Data Protection Legislation means (i) the GDPR, and any applicable implementing Law as amended from time to time; (ii) the Data Protection Act 2018 to the extent that it relates to the processing of Personal Data and privacy; and (iii) all applicable Law relating to the processing of Personal Data and privacy;

Eligible Expenditure means the expenditure incurred by the Grant Recipient during the Funding Period for the purposes of delivering the Funded Activities which comply in all respects with the eligibility rules set out in paragraph 4 of these Conditions;

FOIA means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

General Data Protection Regulation and **GDPR** means (the General Data Protection Regulation (EU) 2016/679);

HRA means the Human Rights Act 1998 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

Information Acts means the Data Protection Legislation, FOIA and the EIR, as amended from time to time;

Intellectual Property Rights or IPRs means copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and any modifications, amendments, updates and new releases of the same and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

IPR Material means all material produced by the Grant Recipient or its Representatives in relation to the Funded Activities during the Funding Period (including but not limited to, materials expressed in any form of report, database, design, document, technology, information, know how, system or process);

Joint Controllers means where two or more Controllers jointly determine the purposes and means of processing;

Law means any applicable law, statute, byelaw, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation;

Losses means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and **Loss** will be interpreted accordingly;

Party means Universities UK or Grant Recipient and **Parties** shall be each Party together;

Personal Data has the meaning given to it in the Data Protection Legislation as amended from time to time;

Publication means any announcement, comment or publication of any publicity material by the Grant Recipient concerning the Funded Activities or Universities UK, Research England or UKRI;

Representatives means any of the Parties' duly authorised directors, employees, officers, agents, professional advisors and consultants;

Third Party means any person or organisation other than the Grant Recipient or Universities UK;

Unspent Monies means any monies paid to the Grant Recipient in advance of its Eligible Expenditure, which remains unspent and uncommitted at the end of the Funding Period or because of termination or breach of these Conditions;

VAT means value added tax chargeable in the UK;

1.2 In these Conditions, unless the context otherwise requires:

- (i) the singular includes the plural and vice versa;
- (ii) reference to a gender includes the other gender and the neuter;

- (iii) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity;
- (iv) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- (v) the words "including", "other", "in particular", "for example" and similar words will not limit the generality of the preceding words and will be construed as if they were immediately followed by the words "without limitation";
- (vi) references to "writing" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing will be construed accordingly;
- (vii) references to "representations" will be construed as references to present facts, to "warranties" as references to present and future facts and to "undertakings" as references to obligations under the Grant Funding Agreement;
- (viii) references to "paragraphs" and "Annexes" are, unless otherwise provided, references to the paragraphs and annexes of these Conditions and references in any Annex to parts, paragraphs and tables are, unless otherwise provided, references to the parts, paragraphs and tables of the Annex in which these references appear.

2. PURPOSE OF THE GRANT

- 2.1. The Grant Recipient shall use the Grant solely for the delivery of the Funded Activities. The Grant Recipient may not make any changes to the Funded Activities.

3. PAYMENT OF GRANT

- 3.1. Subject to the remainder of this paragraph 3 Universities UK shall pay the Grant Recipient an amount not exceeding **£XX (in words)** pounds sterling.
- 3.2. The Grant represents the Maximum Amount Universities UK will pay to the Grant Recipient under the Funding Agreement. The Maximum Amount will not be increased in the event of any overspend by the Grant Recipient in its delivery of the Funded Activities.
- 3.3. Where the Grant Recipient enters into a contract with a Third Party in connection with the Funded Activities, the Grant Recipient will remain responsible for paying that Third Party. Universities UK has no responsibility for paying Third Party invoices.
- 3.4. The Grant Recipient will return any Unspent Monies to Universities UK by 30 September 2023.

4. ELIGIBLE EXPENDITURE

- 4.1. Universities UK will only pay the Grant in respect of Eligible Expenditure incurred by the Grant Recipient to deliver the Funded Activities and the Grant Recipient will use the Grant solely for delivery of the Funded Activities (as set out in Annex 2 of these Conditions).

5. MONITORING AND REPORTING

- 5.1. The Grant Recipient shall closely monitor the delivery and success of the Funded Activities to ensure that the aims and objectives of the Funded Activities are achieved.

- 5.2. The Grant Recipient shall provide Universities UK with a final report no later than 31 August 2023 on:

5.2.1 the detail made towards achieving the agreed outputs and the defined outcomes set out in Annex 2 of these Conditions. Where possible, the report will evidence and quantify what has been achieved by reference to the Funded Activities' targets.

- 5.3. The Grant Recipient will permit any person authorised by Universities UK reasonable access, with reasonable notice, to its records, for the purpose of discussing, monitoring and evaluating the Grant Recipient's fulfilment of its obligations under the Grant Funding Agreement and will, if so required, provide appropriate oral or written explanations to such authorised persons as required during the Funding Period.

- 5.4. The Grant Recipient will notify Universities UK as soon as reasonably practicable:

Where grant funding provided to You is under £50,000:

5.4.1. of any substantive changes in funded project activity and/or expected expenditure due solely to the circumstances in Ukraine beyond Your control: by outlining the changes in either expected activity and/or expected expenditure in an email.

Where grant funding provided to You is £50,000 or over:

5.4.2. of any substantive changes in funded project activity and/or expected expenditure due solely to the circumstances in Ukraine beyond Your control:
i) by providing a written statement outlining the proposed changes
ii) an updated budget template.

Universities UK will decide whether to approve the changes and will inform You of its decision within 5 working days of receipt of the statement. In exceptional circumstances we may need to revert to the funder for approval.

5.4.3. Regardless of the funded grant, any alterations to programme activity need to remain within the eligibility criteria of the Funded Activities as set out in the [Call guidelines](#).

- 5.4.4. of any actual or potential failure to comply with any of its obligations under the Grant Funding Agreement, which includes those caused by any administrative, financial or managerial difficulties.
- 5.5. The Grant Recipient represents and undertakes (and shall repeat such representations on delivery of its report):
 - 5.5.1. that the report and information it gives pursuant to this paragraph 5 are accurate; and
 - 5.5.2. that any data it provided pursuant to an application for the Grant may be shared within the powers conferred by legislation with other organisations for the purpose of preventing or detecting crime.

6. AUDITING AND ASSURANCE

- 6.1 Universities UK may, at any time during and up to seven years after the end of the Grant Funding Agreement, conduct additional audits or ascertain additional information where Universities UK considers it necessary. The Grant Recipient agrees to grant Universities UK or its Representatives access, as required, to all Funded Activities sites and relevant records.
- 6.2 If Universities UK requires further information, explanations and documents, in order for Universities UK to establish that the Grant has been used properly in accordance with the Grant Funding Agreement, the Grant Recipient will, within 5 Working Days of a request by Universities UK, provide Universities UK, free of charge, with the requested information.
- 6.3 The Grant Recipient shall:
 - 6.3.1. maintain a record of internal financial controls and procedures and provide Universities UK with a copy if requested.
- 6.4 The Grant Recipient shall retain accounting records and any other documentation (including but not limited to, correspondence) relating to the Eligible Expenditure; for a period of six years from the date on which the Funding Period ends.

7. FINANCIAL MANAGEMENT AND PREVENTION OF BRIBERY, CORRUPTION, FRAUD AND OTHER IRREGULARITY

- 7.1. The Grant Recipient will at all times comply with all applicable Laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act.
- 7.2. The Grant Recipient must have a sound administration and audit process, including internal financial controls to safeguard against fraud, theft, money laundering, counter terrorist financing or any other impropriety, or mismanagement in connection with the administration of the Grant.

8. CONFIDENTIALITY

8.1. Nothing in this paragraph 8 shall prevent Universities UK disclosing any Confidential Information obtained from the Grant Recipient:

8.1.1. for the purpose of the examination and certification of Universities UK's accounts; or

8.1.2. to any government department, consultant, contractor or other person engaged by Universities UK, provided that in disclosing information Universities UK only discloses the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate;

8.1.3. where disclosure is required by Law, including under the Information Acts.

9. STATUTORY DUTIES

9.1. The Grant Recipient agrees to adhere to its obligations under the Law including but not limited to the Information Acts and the HRA.

9.2. Where requested by Universities UK, the Grant Recipient will provide reasonable assistance and cooperation to enable Universities UK to comply with its information disclosure obligations under the Information Acts.

9.3. The Grant Recipient acknowledges that Universities UK, acting in accordance with the codes of practice issued and revised from time to time under the Information Acts, may disclose information concerning the Grant Recipient and the Grant Funding Agreement without consulting the Grant Recipient.

9.4. Universities UK will take reasonable steps to notify the Grant Recipient of a request for information to the extent that it is permissible and reasonably practical for it to do so. Notwithstanding any other provision in the Grant Funding Agreement, Universities UK will be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts.

10. DATA PROTECTION

10.1. The Grant Recipient and Universities UK will comply at all times with its respective obligations under Data Protection Legislation.

10.2. The Grant Recipient agrees that it is the Controller of any Personal Data processed by it pursuant to the Funded Activities and shall comply with the provisions set out in this paragraph 10.

- 10.3. To the extent that the Grant Recipient and Universities UK share any Personal Data for the purposes of this Grant Funding Agreement, the Parties accept that they are each a separate independent Controller in respect of such Personal Data. Each Party:
- (i) shall comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data;
 - (ii) will be individually and separately responsible for its own compliance; and
 - (iii) do not and will not Process any Personal Data as Joint Controllers.
- 10.4. Each Party shall, with respect to its processing of Personal Data as independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1. Intellectual Property in all IPR Material will be the property of the Grant Recipient. Other than as expressly set out in these Conditions, neither Party will have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.

12. ENVIRONMENTAL REQUIREMENTS

- 12.1. The Grant Recipient shall perform the Funded Activities in accordance with [Research England and UKRI environmental policy](#).
- 12.2. The Grant Recipient shall endeavour to reduce fuel emissions wherever possible.

13. INSURANCE

- 13.1. The Grant Recipient will during the term of the Funding Period and for three years after termination or expiry of these Conditions, ensure that it has and maintains, at all times adequate insurance with an insurer of good repute to cover claims under the Grant Funding Agreement or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with the Funded Activities or the Grant Funding Agreement.

14. PUBLICITY

- 14.1. The Grant Recipient gives consents to Universities UK, Research England and UKRI to publicise in the press or any other medium the Grant and details of the Funded Activities

using any information gathered from the Grant Recipient's initial Grant application or any reports submitted to Universities UK in accordance with paragraph 5 of these Conditions.

- 14.2. The Grant Recipient will comply with all reasonable requests from Universities UK to provide relevant information that will assist Universities UK in its promotional activities relating to the Funded Activities.
- 14.3. Universities UK consents to the Grant Recipient carrying out any reasonable publicity about the Grant and the Funded Activities as required, from time to time.
- 14.4. Any publicity material for the Funded Activities must refer to the programme under which the Grant was awarded and must feature the Universities UK, Universities UK International, Research England and UKRI logos. If a Third Party wishes to use the Universities UK, UK International, Research England and UKRI logo, the Grant Recipient must first seek permission from Universities UK.
- 14.5. The Grant Recipient will acknowledge the support of Research England and UKRI in any materials that refer to the Funded Activities and in any written or spoken public presentations about the Funded Activities.
- 14.6. In using Universities UK, UK International, Research England and UKRI name and logo, the Grant Recipient will comply with all reasonable branding guidelines issued by Universities UK, Research England and UKRI.

15. LIMITATION OF LIABILITY

- 15.1. Universities UK accepts no liability for any consequences, whether direct or indirect, that may come about from the Grant Recipient delivering/running the Funded Activities, the use of the Grant or from withdrawal, withholding or suspension of the Grant. The Recipient shall indemnify and hold harmless Universities UK, its Representatives with respect to all actions, claims, charges, demands Losses and proceedings arising from or incurred by reason of the actions and/or omissions of the Grant Recipient in relation to the Funded Activities, the non-fulfilment of obligations of the Grant Recipient under this Grant Funding Agreement or its obligations to Third Parties.
- 15.2. Subject to this paragraph 15, Universities UK's liability under this Grant Funding Agreement is limited to the amount of Grant outstanding.

16. GOVERNING LAW

- 16.1. These Conditions will be governed by and construed in accordance with the law of England and the Parties irrevocably submit to the exclusive jurisdiction of the English courts.

ANNEX 2

GRANT RECIPIENT'S GRANT APPLICATION

Application form (including the budget spreadsheet)

ANNEX 3

PAYMENT SCHEDULE and BANK DETAILS

Funding Period from 28 November 2022 to 31 August 2023	£ XX
---	-------------

Grant Recipient's Bank Details

Bank Name:	
Bank Postal Address:	
Name of Account:	
Bank Account Number:	
Sort Code:	
Currency of Bank Account:	Sterling
IBAN number: [required for bank accounts within Europe]	
SWIFT number:	
ABA or BIC Number: [BIC required for bank accounts within Europe]	
Intermediary bank details:	
Bank Email Address:	