

Recipients name and address
UUK Award reference number
Date

Dear XXX

UK-ISRAEL INNOVATION RESEARCHER MOBILITY SCHEME

Universities UK has been contracted by the **Department for Business, Energy and Industrial Strategy (BEIS)** to deliver the **UK-ISRAEL INNOVATION RESEARCHER MOBILITY SCHEME**.

1. Universities UK (referred to in this Offer of Award Letter as “**We**”/ “**Us**”/ “**Our**”), offers **[insert name of university]** (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 letter along with the following documents:

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

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

ANNEX 3: The **Payments Schedule and Bank details confirmation**;

ANNEX 4: The **Eligible Expenditure**;

Amount of Grant

2. The maximum amount of Grant offered is up to **£XX (in words)** pounds sterling). This is the total amount of Grant that We may pay and this amount will not be increased as a result of any overspend or otherwise. This will be paid as follows:

- Grant Claim 1, for the Period 1 from 1 April to 31 August 2023
- Grant Claim 2 (final), for the Period 2 from 1 September to 31 January 2024.

Purpose of Grant

3. The Grant is offered to You to contribute to certain expenditure (see paragraphs 5 to 6) (“**Eligible Expenditure**”) where that expenditure is reasonably incurred by You in undertaking UK-Israel Innovation Researcher Mobility Scheme (“**the Funded Activities**”).

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

Eligible Expenditure

5. Subject to paragraphs 6 and 7, the Eligible Expenditure is limited to the costs specified in **Annex 4** to this letter.

6. Under no circumstances may the Grant be claimed or used to cover any Ineligible Expenditure listed in paragraph 5 of **Annex 1** to this Grant Funding Agreement or to cover costs incurred for those purposes (and any such costs do not constitute Eligible Expenditure for the purposes of this Grant Funding Agreement). The Eligible Expenditure must be kept to the minimum for the efficient conduct of the Funded Activities, and expenditure that We reasonably determine to be in excess of that amount does not constitute Eligible Expenditure.

Funding Period

7. The Eligible Expenditure for which the Grant is awarded is expenditure limited to costs which are incurred between **1st April 2023** and **31st January 2024**.

Payment of Grant

8. The Grant will be paid in accordance with the instalments in Annex 3 to this Grant Funding Agreement, in arrears, on a reimbursement basis upon receipt from You of an invoice by the last Working Day of the month of the relevant Instalment Period.

Reporting

9. The Grant Recipient shall provide Universities UK with a progress (31 August 2023) and a final report (31 January 2024) and the accompanying budget reports.

Accountable Officer

10. You must appoint a person (the "Accountable Officer") responsible for ensuring that You use the Grant in compliance with the Grant Funding Agreement and notify Us of the identity of the Accountable Officer if different from the person signing the Grant.

11. The Accountable Officer must maintain oversight of Your use of the Grant and:

- a) safeguard, control and ensure the efficient, economical and effective management of the Grant;
- b) advise You on the discharge of Your responsibilities under the Agreement and under any subsequent terms and conditions agreed by You and Us, or any guidance or other information notified by Us;
- c) ensure that principles of probity, robust governance, transparency and value for money are maintained at all times in relation to the Grant; and

d) ensure that conflicts of interest are avoided.

Invoices

12. Your Invoice must include the following:

- a) the information and evidence required for the relevant instalment in Condition 4 in Annex 1; and
- b) In Condition 7.1 in **Annex 1**, the requirement to provide confirmation that the Grant has been used for delivery of the Funded Activities shall apply to this Grant Funding Agreement.

Terms and Conditions

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

Warranties

14. 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.

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

Notices and contact

15. In communicating with Us, Your contact within the Universities UK is uk-israel-mobility@international.ac.uk.

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

Acceptance

16. If You wish to accept this offer, You must sign and date the duplicate copy of this Grant Funding Agreement as indicated below and return one signed copy to Us. 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. INTRODUCTION

- 1.1 These are the conditions collectively (“the Conditions”) which apply to the Grant Recipient receiving the Grant from Universities UK up to the Maximum Sum.
- 1.2 The Parties confirm that it is their intention to be legally bound by this Grant Funding Agreement. Nothing in the Agreement or the provision of Grant gives or is intended to give rise to contractual relations.

2. DEFINITIONS AND INTERPRETATION

- 2.1 Where they appear in these Conditions:

Annex means the annexes attached to these Conditions which form part of the Grant Funding Agreement;

BEIS means Department for Business, Energy and Industrial Strategy who is providing Universities UK with funds for the **UK-ISRAEL INNOVATION RESEARCHER MOBILITY SCHEME**;

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;

Commencement Date means the date on which the Grant Funding Agreement comes into effect, **1st April 2023**;

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, including but not limited to:

- (a) any information that ought reasonably to be considered to be confidential (whether or not it is so marked) relating to:
 - (i) the business, affairs, customers, clients, suppliers or plans of the disclosing Party; and
 - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party; and
- (b) any information developed by the Parties in the course of delivering the Funded Activities;
- (c) the Universities UK Personal Data;
- (d) any information derived from any of the above.

Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure otherwise than by breach of paragraph 10 of these Conditions;
- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) is received from a Third Party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the Confidential Information.

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;

Duplicate Funding means funding provided by a Third Party to the Grant Recipient, which is for the same purpose for which the Grant was made, but has not been declared to Universities UK;

Eligibility Criteria mean the Universities UK's selection criteria used to determine who should be grant recipients including the Grant Recipient;

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 5 of these Conditions;

Event of Default means an event or circumstance set out in paragraph 21.1;

Financial Year means from 1 April to 31 March;

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;

Funded Activities means the activities set out in Annex 2;

Funding Period means the period for which the Grant is awarded starting on the Commencement Date and ending on 31st January 2024;

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

Grant means the sum or sums Universities UK will pay to the Grant Recipient in accordance with the Grant Funding Agreement including but not limited to paragraph 4 of the Conditions and subject to the provisions set out at paragraph 21;

Grant Claim means the payment request invoice submitted by the Grant Recipient to Universities UK for payment of the Grant;

Grant Funding Agreement means this Offer of Award Letter together with its Annexes, including but not limited to this Annex 1;

Grant Manager means the individual who has been nominated by Universities UK to be the point of contact for the Grant Recipient in relation to the Grant;

Grant Recipient means **[insert name of university]**;

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;

Ineligible Expenditure means expenditure incurred by the Grant Recipient which is not Eligible Expenditure and as set out in paragraph 5 of these Conditions;

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);

Instalment Period means the intervals set out in Annex 3 when Universities UK will release payment of the Grant to the Grant Recipient during the Funding Period;

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

Law mean 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;

Maximum Sum means the maximum amount of the Grant Universities UK will provide to the Grant Recipient for the Funded Activities subject to paragraph 21;

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;

Prohibited Act means committing any offence:

- i) under the Bribery Act;
- ii) under legislation creating offences in respect of fraudulent acts; or
- iii) at common law in respect of fraudulent acts in relation to the Funding Agreement;

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

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

Special Payments means ex gratia expenditure **by the Grant Recipient to a third party** where no legal obligations exists for the payment and/or other extra-contractual expenditure. Special Payments may include, but is not limited to, out-of-court settlements, compensation or additional severance payments to the Grant Recipient's employees;

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 Financial Year, the Funding Period or because of termination or breach of these Conditions;

VAT means value added tax chargeable in the UK;

Working Day means any day from Monday to Friday (inclusive) which is not specified or proclaimed as a bank holiday in England and Wales pursuant to section 1 of the Banking and Financial Dealings Act 1971 including Christmas Day and Good Friday [or means any day from Monday to Friday (inclusive) which is not a statutory bank holiday in [Northern Ireland] [Scotland]].

2.2. In these Conditions, unless the context otherwise requires:

- (1) the singular includes the plural and vice versa;
- (2) reference to a gender includes the other gender and the neuter;
- (3) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity;
- (4) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- (5) 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";
- (6) 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;

- (7) 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;
- (8) 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; and
- (9) the headings in these Conditions are for ease of reference only and will not affect the interpretation or construction of these Conditions.

2.3. Where there is any conflict between the documents that make up this Grant Funding Agreement the conflict shall be resolved in accordance with the following order of precedence:

2.3.1. The Conditions set out within this Grant Funding Agreement;

2.3.2. The Universities UK’s Grant Funding Letter;

CONDITIONS

3. DURATION AND PURPOSE OF THE GRANT

- 3.1. The Funding Period starts on **1st April 2023** (the **Commencement Date**) and ends on 31st January 2024 unless terminated earlier in accordance with this Grant Funding Agreement.
- 3.2. The Grant Recipient will ensure that the Funded Activities start no earlier than **1st April 2023**.
- 3.3. 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. If Universities UK wants to make a change to the Funded Activities (including for example reducing the Grant or removing some of the Funded Activities from the Grant) it may do so on 30 days written notice to the Grant Recipient.

4. PAYMENT OF GRANT

- 4.1. Subject to the remainder of this paragraph 4 Universities UK shall pay the Grant Recipient an amount not exceeding **£XX (in words)** pound sterling.
- 4.2. The signatory of the bank details form must be the chief finance officer or someone with proper delegated authority. Any change of bank details must be notified immediately on the same form and signed by an approved signatory. Any change of signatory must be notified to Universities UK for approval, as soon as known.
- 4.3. The Grant represents the Maximum Sum Universities UK will pay to the Grant Recipient under the Funding Agreement. The Maximum Sum will not be increased in the event of any overspend by the Grant Recipient in its delivery of the Funded Activities.

- 4.4. Universities UK will only pay the Grant to the Grant Recipient once Universities UK is satisfied that the Grant Recipient has provided a sufficient level of assurance to demonstrate that the Grant will be used for Eligible Expenditure.
- 4.5. The Grant Recipient will provide Universities UK with evidence of researcher mobilities having taken place and in relation to Eligible Expenditure in paragraph 5. The evidence will take form of the progress and final reports and the corresponding budget reports.
- 4.6. The Grant Recipient agrees that:
 - 4.6.1. it will not apply for, or obtain, Duplicate Funding in respect of any part of the Funded Activities which have been paid for in full using the Grant;
 - 4.6.2. Universities UK will not make the first payment of the Grant and/or any subsequent payments of the Grant unless or until, Universities UK is satisfied that:
 - i) the Grant will be used for Eligible Expenditure only;
- 4.7. The Grant Recipient shall submit by the last Working Day of the relevant Period the Grant Claim together with a copy of Annex 3 of these Conditions (Eligible Expenditure), periodic/final report and the corresponding budget report.
- 4.8. Unless otherwise stated in these Conditions, payment of the Grant will be made within 60-90 days of Universities UK approving the Grant Recipient's Grant Claim. This is to allow Universities UK to process own claim to and receive funding from BEIS before paying Grant Claim out to Grant Recipients.
- 4.9. Universities UK will have no liability to the Grant Recipient for any Losses caused by a delay in the payment of a Grant Claim howsoever arising.
- 4.10. Universities UK reserves the right not to pay any Grant Claims, which are not submitted within the period set out in paragraph 4.7 or Grant Claims, which are incomplete, incorrect or submitted without the full supporting documentation.
- 4.11. The Grant Recipient shall promptly notify and repay immediately to Universities UK any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where the Grant Recipient is paid in error before it has complied with its obligations under the Grant Funding Agreement. Any sum, which falls due under this paragraph 4.11, shall fall due immediately.
- 4.12. 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.
- 4.13. The Grant Recipient may not retain any Unspent Monies.

5. ELIGIBLE AND INELIGIBLE EXPENDITURE

- 5.1. 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).

- 5.2. The Grant Recipient may not in any circumstance claim the following non-exhaustive list as Eligible Expenditure:
- 5.2.1. paid for lobbying, which means using the Grant to fund lobbying (via an external firm or in-house staff) in order to undertake activities intended to influence or attempt to influence Parliament, government or political activity; or attempting to influence legislative or regulatory action;
 - 5.2.2. using the Grant to directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the grant;
 - 5.2.3. using the Grant to petition for additional funding;
 - 5.2.4. expenses such as for entertaining, specifically aimed at exerting undue influence to change government policy;
 - 5.2.5. input VAT reclaimable by the grant recipient from HMRC;
 - 5.2.6. payments for activities of a political or exclusively religious nature;
- 5.3. Other examples of expenditure, which are prohibited, include the following:
- 5.3.1. contributions in kind;
 - 5.3.2. interest payments or service charge payments for finance leases;
 - 5.3.3. gifts;
 - 5.3.4. statutory fines, criminal fines or penalties civil penalties, damages or any associated legal costs;
 - 5.3.5. payments for works or activities which the grant recipient, or any member of their Partnership has a statutory duty to undertake, or that are fully funded by other sources;
 - 5.3.6. bad debts to related parties;
 - 5.3.7. payments for unfair dismissal or other compensation;
 - 5.3.8. depreciation, amortisation or impairment of assets owned by the Grant Recipient;
 - 5.3.9. liabilities incurred before the commencement of the Grant Funding Agreement unless agreed in writing by Universities UK.

6. MONITORING AND REPORTING

- 6.1. The Grant Recipient shall closely monitor the delivery and success of the Funded Activities throughout the Funding Period to ensure that the aims and objectives of the Funded Activities are achieved.
- 6.2. The Grant Recipient shall provide Universities UK with all reasonable assistance and co-operation in relation to any ad-hoc information, explanations and documents as Universities

UK may require, from time to time, so Universities UK may establish if the Grant Recipient has used the Grant in accordance with the Grant Funding Agreement.

6.3. The Grant Recipient shall provide Universities UK with a progress (due on 31 August 2023) and a final report (due on 31 January 2024) on:

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

6.4. 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.

6.5. The Grant Recipient will notify Universities UK as soon as reasonably practicable of:

6.5.1. 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; and

6.5.2. actual or potential variations to the Eligible Expenditure set out in Annex 4 of these Conditions and/or any event which materially affects the continued accuracy of such information.

6.6. The Grant Recipient represents and undertakes (and shall repeat such representations on delivery of its quarterly and annual reports:

6.6.1. that the reports and information it gives pursuant to this paragraph 6 are accurate;

6.6.2. that it has diligently made full and proper enquiry of the matter pertaining to the reports and information given; and

6.6.3. 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.

7. AUDITING AND ASSURANCE

7.1. Universities UK may, at any time during and up to six 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.

7.2. 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.

7.3. The Grant Recipient shall:

7.3.1. maintain a record of internal financial controls and procedures and provide Universities UK with a copy if requested.

7.4. 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.

7.5. The Grant Recipient will promptly provide revised forecasts of income and expenditure:

7.5.1. when there is a change to the original expenditure forecasts;

7.5.2. at the request of Universities UK.

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

8.1. 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.

8.2. 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.

9. CONFLICTS OF INTEREST

9.1. Neither the Grant Recipient nor its Representatives shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to the Grant Funding Agreement.

9.2. The Grant Recipient must have and will keep in place adequate procedures to manage and monitor any actual or perceived bias or conflicts of interest.

10. CONFIDENTIALITY

10.1. Except to the extent set out in this paragraph 10 or where disclosure is expressly permitted, the Grant Recipient shall treat all Confidential Information belonging to Universities UK as confidential and shall not disclose any Confidential Information belonging to Universities UK to any other person without the prior written consent of Universities UK, except to such persons who are directly involved in the provision of the Funded Activities and who need to know the information.

10.2. The Grant Recipient gives its consent for Universities UK to publish the Grant Funding Agreement in any medium in its entirety (but with any information which is Confidential Information belonging to Universities UK or the Grant Recipient redacted), including from time to time agreed changes to the Grant Funding Agreement.

- 10.3. Nothing in this paragraph 10 shall prevent Universities UK disclosing any Confidential Information obtained from the Grant Recipient:
- 10.3.1. for the purpose of the examination and certification of Universities UK's accounts; or
 - 10.3.2. to any government department, consultant, contractor or other person engaged by Universities UK, provided that in disclosing information under 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;
 - 10.3.3. where disclosure is required by Law, including under the Information Acts.
- 10.4. Nothing in this paragraph 10 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of its obligations under the Grant Funding Agreement in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.

11. TRANSPARENCY

- 11.1. Universities UK and the Grant Recipient acknowledge that, except for any information, which is exempt from disclosure in accordance with the provisions of the Information Acts, the content of the Grant Funding Agreement is not confidential.

12. STATUTORY DUTIES

- 12.1. The Grant Recipient agrees to adhere to its obligations under the Law including but not limited to the Information Acts and the HRA.
- 12.2. 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.
- 12.3. 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.
- 12.4. 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.

13. DATA PROTECTION

- 13.1. The Grant Recipient and Universities UK will comply at all times with its respective obligations under Data Protection Legislation.
- 13.2. 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 13.
- 13.3. 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.
- 13.4. 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.

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1. 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.
- 14.2. The Grant Recipient grants BEIS a non-exclusive irrevocable and royalty-free, sub-licensable, worldwide licence to use all the IPR Material for the purpose of supporting other projects.
- 14.3. Ownership of Third Party software or other IPR necessary to deliver Funded Activities will remain with the relevant Third Party.

15. ENVIRONMENTAL REQUIREMENTS

- 15.1. The Grant Recipient shall perform the Funded Activities in accordance with BEIS's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
- 15.2. The Grant Recipient shall pay due regard to the use of recycled products, so long as they are not detrimental to the provision of the Funded Activities or the environment, to include the use of all packaging, which should be capable of recovery for re-use or recycling.

- 15.3. The Grant Recipient shall take all possible precautions to ensure that any equipment and materials used in the provision of the Funded Activities do not contain chlorofluorocarbons, halons or any other damaging substances, unless unavoidable, in which case Universities UK shall be notified in advance of their use. The Grant Recipient shall endeavour to reduce fuel emissions wherever possible.

16.INSURANCE

- 16.1. 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.
- 16.2. The Grant Recipient will upon request produce to Universities UK its policy or policies of insurance or where this is not possible, a certificate of insurance issued by the Grant Recipient's insurance brokers confirming the insurances are in full force and effect together with confirmation that the relevant premiums have been paid.

17.ASSIGNMENT

- 17.1. The Grant Recipient will not transfer, assign, novate or otherwise dispose of the whole or any part of the Grant Funding Agreement or any rights under it, to another organisation or individual, without Universities UK's prior approval.
- 17.2. Any approval given by Universities UK will be subject to a condition that the Grant Recipient has first entered into a Grant Funding Agreement, authorised by Universities UK, requiring the Grant Recipient to work with another organisation in delivering the Funded Activities.

18.LOSSES, GIFTS AND SPECIAL PAYMENTS

- 18.1. The Grant Recipient must obtain prior written consent from Universities UK before:
- 18.1.1. writing off any debts or liabilities;
 - 18.1.2. offering to make any Special Payments; and
 - 18.1.3. giving any gifts.
- in connection with this Grant Funding Agreement.
- 18.2. The Grant Recipient will keep a record of all gifts, both given and received, in connection with the Grant or any Funded Activities.

19.PUBLICITY

- 19.1. The Grant Recipient gives consents to Universities UK and to BEIS 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 monitoring reports submitted to Universities UK in accordance with paragraph 6 of these Conditions.

- 19.2. 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.
- 19.3. Subject to paragraphs 19.4 and **Error! Reference source not found.** below, the Grant Recipient will not make, or permit any person to make, a Publication without the prior written agreement of Universities UK.
- 19.4. If the Grant Recipient wishes to seek Universities UK's permission to make a Publication, it shall send a written request for approval of the Publication and a copy of the material(s) or exact wording that it proposes to publish (the **Request**) to Universities UK no later than 10 Working Days before the intended Publication date.
- 19.5. 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.
- 19.6. Any publicity material for the Funded Activities must refer to the programme under which the Grant was awarded and must feature the Universities UK's and BEIS's logos. If a Third Party wishes to use the Universities UK and/or BEIS's logo, the Grant Recipient must first seek permission from Universities UK.
- 19.7. The Grant Recipient will acknowledge the support of the BEIS in any materials that refer to the Funded Activities and in any written or spoken public presentations about the Funded Activities.
- 19.8. In using Universities UK and BEIS's name and logo, the Grant Recipient will comply with all reasonable branding guidelines issued by Universities UK and by BEIS.

20. CHANGES TO THE UNIVERSITIES UK'S REQUIREMENTS

- 20.1. Universities UK will notify the Grant Recipient of any changes to their activities, which are supported by the Grant.
- 20.2. The Grant Recipient will accommodate any changes to Universities UK's needs and requirements under these Conditions.

21. CLAWBACK, EVENTS OF DEFAULT, TERMINATION AND RIGHTS RESERVED FOR BREACH AND TERMINATION

Events of Default

- 21.1. Universities UK may exercise its rights set out in paragraph 21.2 if any of the following events occur:
 - 21.1.1. the Grant Recipient uses the Grant for a purpose other than the Funded Activities;

- 21.1.2. the Grant Recipient fails to comply with its obligations under the Grant Funding Agreement, which is material in the opinion of Universities UK;
- 21.1.3. where delivery of the Funded Activities does not start within three (3) months of the Commencement Date and the Grant Recipient fails to provide Universities UK with a satisfactory explanation for the delay, or failed to agree a new date on which the Funded Activities shall start with Universities UK;
- 21.1.4. the Grant Recipient uses the Grant for Ineligible Expenditure;
- 21.1.5. the Grant Recipient fails, in Universities UK's opinion, to make satisfactory progress with the Funded Activities and in particular, with meeting the Agreed Outputs set out in Annex 2 of these Conditions;
- 21.1.6. the Grant Recipient is, in the opinion of Universities UK, delivering the Funded Activities in a negligent manner (in this context negligence includes but is not limited to failing to prevent or report actual or anticipated fraud or corruption);
- 21.1.7. the Grant Recipient fails to declare Duplicate Funding;
- 21.1.8. the Grant Recipient receives funding from a Third Party which, in the opinion of Universities UK, undertakes activities that are likely to bring the reputation of the Funded Activities or Universities UK into disrepute;
- 21.1.9. the Grant Recipient provides Universities UK with any materially misleading or inaccurate information and/or any of the information provided in their grant application or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which Universities UK considers to be significant;
- 21.1.10. the Grant Recipient commits or has committed a Prohibited Act or fails to report a Prohibited Act to Universities UK, whether committed by the Grant Recipient, its Representatives or a Third Party, as soon as they become aware of it;
- 21.1.11. Universities UK determines (acting reasonably) that the Grant Recipient or any of its Representatives has:
- (i) acted dishonestly or negligently at any time during the term of the Grant Funding Agreement and to the detriment of Universities UK; or
 - (ii) taken any actions which unfairly bring or are likely to unfairly bring Universities UK's name or reputation and/or Universities UK into disrepute. Actions include omissions in this context;
 - (iii) transferred, assigns or novates the Grant to any Third Party without Universities UK's consent;
 - (iv) failed to act in accordance with the Law; howsoever arising, including incurring expenditure on unlawful activities;
- 21.1.12. the Grant Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be

wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation;

- 21.1.13. the Grant Recipient becomes insolvent as defined by section 123 of the Insolvency Act 1986, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;
 - 21.1.14. will be materially detrimental to the Funded Activities and/or;
 - 21.1.15. the new body corporate cannot continue to receive the Grant because they do not meet the Eligibility Criteria used to award the Grant to the Grant Recipient;
 - 21.1.16. the new body corporate intends to make fundamental change(s) to the purpose for which the Grant was given.
- 21.2. Where, Universities UK determines that an Event of Default has or may have occurred, Universities UK shall notify the Grant Recipient to that effect in writing, setting out any relevant details, of the failure to comply with these Conditions or pertaining the Event of Default, and details of any action that Universities UK intends to take or has taken.

Rights reserved for Universities UK in relation to an Event of Default

- 21.3. Where, Universities UK determines that an Event of Default has or may have occurred, Universities UK shall take any one or more of the following actions:
- 21.3.1. suspend or terminate the payment of all or part of the Grant for such period as Universities UK shall determine; and/or
 - 21.3.2. reduce the Maximum Sum in which case the payment of Grant shall thereafter be made in accordance with the reduction and notified to the Grant Recipient; and/or
 - 21.3.3. require the Grant Recipient to repay Universities UK the whole or any part of the amount of Grant previously paid to the Grant Recipient. Such sums shall be recovered as a civil debt; and/or
 - 21.3.4. give the Grant Recipient an opportunity to remedy the Event of Default (if remediable); and/or
 - 21.3.5. terminate the Grant Funding Agreement.

22. LIMITATION OF LIABILITY

- 22.1. 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.

- 22.2. Subject to this paragraph 22, Universities UK's liability under this Grant Funding Agreement is limited to the amount of Grant outstanding.

23. VAT

- 23.1. If VAT is held to be chargeable in respect of the Grant Funding Agreement, all payments shall be deemed to be inclusive of all VAT and Universities UK shall not be obliged to pay any additional amount by way of VAT.

24. NOTICES

- 24.1. All notices and other communications in relation to this Grant Funding Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to in Annex 1 or otherwise notified in writing. If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any Working Day they shall be deemed received on the next Working Day) and if mailed all such communications shall be deemed to have been given and received on the second Working Day following such mailing.

25. GOVERNING LAW

- 25.1. 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 CONFIRMATION

Instalment Period	
Period 1 from 1 April 2023 to 31 August 2023	£ XX
Period 2 from 1 September 2023 to 31 January 2024	£ 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:	

ANNEX 4

ELIGIBLE EXPENDITURE

Item of Expenditure	Budget (in UK Sterling)
Direct costs (per researcher mobility)	
Travel (flight and local UK & Israel) (1 st month only – one off payment)	£1,000
Visa and associated costs (1 st month only – one off payment)	£500
Subsistence accommodation and local travel	£2,000 per month
Subsistence/living costs	£1,500 per month
Salary Costs/Teaching Replacement (if applicable and for exchange of a minimum 3 months, one off payment)	£5,000
Indirect cost (contribution) set at 10% of Direct costs	
Total cost	