

(1) LOUGHBOROUGH UNIVERSITY

AND

(2) XXXX

GRANT DISBURSEMENT AGREEMENT

Research and Enterprise Office
Loughborough University
Leicestershire LE11 3TU

Research.contracts@lboro.ac.uk



This Agreement is made as of the date of last signature hereof

BETWEEN

- (1) **LOUGHBOROUGH UNIVERSITY**, an exempt charity established by Royal Charter with number RC000332, whose office is at Ashby Road, Loughborough, Leicestershire LE11 3TU (“**the Partner**”); and
 - (2) **XXXX**, [a company registered in [England] under number [insert number], whose registered office is at [insert address of registered office] **OR** [insert status of the Collaborator, e.g. NHS Trust] of [insert address of principal office] (“**Grant Recipient**”),
- the Partner and the Grant Recipient each a “party” and collectively the “parties”.

RECITALS

- A. The Partner has been awarded funding in the form of a grant from The Economic and Social Research Council (Funding Body), to carry out and oversee the project titled “INTERACT” (“Main Project”) and which is subject to the Research Council Terms and Conditions between the Funding Body and Loughborough University (“Main Agreement”)
- B. As part of the Main Project, the Partner is permitted to make a number of awards to certain third parties (“Grant Recipients”) in the form of grant disbursements, pursuant to successful applications to carry out further projects (“Sub-project”).
- C. This Grant Disbursement Agreement (“this Agreement”) sets out the terms and conditions on which this Sub-project shall take place.
- D. The Grant Recipient shall be permitted to form their own separate agreement with Third Party Collaborator(s) as agreed in writing with the Partner, binding them with the Terms and Conditions of this Agreement and the Main Agreement.

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

Agreement: this document, including its Schedules

Commencement Date: XXXX

Completion Date: XXXX

Deliverables: the outputs set out in the Grant Recipient’s successful application attached as schedule 1.

Funding Body: The Economic and Social Research Council

Main Agreement: the Funding Body terms and conditions as set out in schedule 2.

Materials: Any material provided by either party for use within the Project as set out in Schedule 1.

Term: the period described in clause 3.

Third Party Collaborator: Any organisation or individual who are not the Partner or Grant Recipient contributing to the Sub-project.

- 1.2 Clause, Schedules and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 This Agreement shall be binding on, and enure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.11 A reference to **writing** or **written** does not include fax.
- 1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

- 1.13 Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.
- 1.14 A reference to **this Agreement** or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.
- 1.15 References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.16 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Main Agreement

The terms and conditions set out in this Agreement are in addition to the Main Agreement. The Grant Recipient shall also be bound mutatis mutandis by the terms and conditions of the Main Agreement except for those provisions that are specific to the Partner. In the event of a conflict between the terms of the Main Agreement and this Agreement, the specific conflicting term of this Agreement shall take precedence.

3. Commencement

This Agreement will come in effect on the Commencement Date and continue in full force and effect until the Completion Date, or until this Agreement is terminated in accordance with clause 12.

4. Sub-project

- 4.1 The Grant Recipient will carry out the Sub-project as set out in the application form.
- 4.2 The Grant Recipient warrants that it will obtain and maintain all regulatory and ethical licences, consents and approvals necessary to allow it to carry out the Sub-project and will carry out the Sub-project in accordance with all laws and regulations which apply to its activities under or pursuant to this Agreement.
- 4.3 The Grant Recipient shall co-operate with the Partner and shall provide the Partner with the information necessary for the Partner to carry out its obligations and enable the Partner comply with its obligations to the Funding Body as may be reasonably required from time to time.
- 4.4 The Grant Recipient warrants to the Partner that it has the full power and authority under its constitution and has taken all necessary actions and obtained all authorisations, licences, consents and approvals, to allow it to enter into this Agreement and to carry out the Sub-project.

4.5 Upon completion, the Grant Recipient shall deliver all Deliverables to the Partner within one (1) Month.

5. Disbursement

5.1 Disbursement of the Grant in relation to the Sub-project will be made by the Partner to the Grant Recipient in accordance with the following table.

	Budget (100% FEC)	Funded Amount (80% FEC)
DIRECTLY INCURRED COSTS		
Staff	£0	£0
Consumables	£0	£0
Travel & Subsistence	£0	£0
Other DI	£0	£0
DIRECTLY ALLOCATED COSTS		
Investigators	£0	£0
Estates	£0	£0
Other DA	£0	£0
INDIRECT COSTS	£0	£0
TOTAL	£0	£0

5.2 All disbursement amounts set out above are inclusive of Valued Added Tax (and/or any similar tax including sales tax or any import duties and similar applicable government levies).

5.3 In the event that the Funding Body requires the reimbursement by the Partner of any sums related to the Sub-project under this Agreement, then to the extent that such requirements arise from the acts or omissions of the Grant Recipient, the Grant Recipient hereby agrees to reimburse the Partner the full sums received by the Grant Recipient together with any reasonable interest charged thereon.

5.4 Where the Funding Body withholds payment to the Partner in respect of the Sub-project carried out by the Grant Recipient, then the Partner shall be under no obligation to make payment of such sums to the Grant Recipient.

5.5 Payment (inclusive of VAT) will be made by the Partner to the Grant Recipient within sixty (60) days after the end of the month in which the appropriate invoice and final expenditure statement is received. All invoices should be sent directly to: xxxxxx

6. Auditing and Reporting

6.1 The Grant Recipient shall maintain and keep full, proper, separate accounts and financial records detailing its expenditure in relation to the Sub-project.

6.2 The Grant Recipient shall:

- (a) during the Term allow the Partner and/or its auditors and any other authorised representatives by the Partner access to all and any information relating to the Sub-project during normal business hours on reasonable notice to inspect and where necessary to copy such accounts and records (including bank statements); and
- (b) within thirty (30) days of any request by the Partner, the Grant Recipient shall provide to the Partner, any financial and non-financial statements and reports necessary for the Partner to fulfil its obligations to the Funding Body.
- (c) retain for Six (6) years after the termination of this Agreement, all original records of its expenditures on the Sub-project and shall provide LU with such details as may be required to enable it to complete any reports as may be required by the Funding Body under the Main Agreement Conditions.

7. Confidentiality

The parties will use reasonable endeavours not to disclose or exchange any information of a confidential or sensitive nature to any third party, nor use for any purpose except as permitted by this agreement.

8. Press Release & Publications

8.1 The Grant Recipient will not use the Partner's name or logo in any press release or product advertising, or for any other promotional purpose or otherwise, without first obtaining the Partner's written consent. Where consent is granted for publication then the Grant Recipient shall acknowledge the Main Project and the Funding Body on all publications.

8.2 The Grant Recipient shall be free to publish the results of the Sub-project. Authorship of any such publications will be decided in accordance with normal academic practice. All publications shall acknowledge the funding made available for the project by the Funding Body

9. Intellectual Property

- 9.1 In signing this Agreement, the Grant Recipient hereby grants to the Partner and to the Funding Body a worldwide, non-exclusive irrevocable and royalty-free licence to use all the Material, where “use” shall mean, without limitation, the reproduction and publication as well as academic teaching and research.
- 9.2 The Results shall be owned by the party that generates it under the Project. Each party may take such steps as it may decide from time to time, at its expense, to register and maintain any protection for the Intellectual Property Rights in its Results, including filing and prosecuting patent applications for, and taking any action in respect of any alleged or actual infringement of any Intellectual Property Rights in its Results.

10. Liabilities

- 10.1 The Grant Recipient represents and warrants to the Partner that any advice or information given by it or any of its employees or students who work or have worked on the Sub-project, and the content or use of the Intellectual Property Rights in the Deliverables, Background or materials, works or information provided in connection with the Sub-project, will not constitute or result in any infringement of third party rights.
- 10.2 Subject to clause 10.5 and except under the indemnity under clause 10.3, the liability of a party for any breach of this Agreement or arising in any other way out of the subject-matter of this Agreement, will not extend to the loss of business or profit, or to any indirect or consequential damages or losses.
- 10.3 The Grant Recipient shall indemnify (on a full indemnity basis) the Partner against each and every claim made against the Partner as a result of the Partner’s use of the Materials.
- 10.4 Subject to clause 10.5 and in the event the Partner is liable, the total aggregate liability of the Partner for loss and/or damage under or in connection with this Agreement or its subject matter due to the Partner’s breach, tort (including negligence), breach of statutory duty or otherwise howsoever arising shall not exceed the value of the Sub-Project set out in clause 5.1.
- 10.5 Nothing in this Agreement limits or excludes a party’s liability for: (i) death or personal injury resulting from their negligence; or (ii) fraud or for any sort of liability which, by law, cannot be limited or excluded.

11. Termination

- 11.1 This Agreement may be terminated by the Partner; (i) immediately in the event of termination of the Main Agreement by the Funding Body; or (ii) for any other reason by giving thirty (30) days’ written notice.

12. Force Majeure

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall, where reasonably possible, be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 2 months', the party not affected shall be entitled to terminate this Agreement by giving 30 days' written notice to the affected party.

13. Assignment and other dealing

This Agreement is personal to the parties and the Grant Recipient shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement, without first obtaining the written consent of the Partner.

14. Announcements

The Grant Recipient shall not make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of this Agreement, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of the Partner (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority, any court or other authority of competent jurisdiction.

15. Entire Agreement

- 15.1 This Agreement together with the Schedules constitutes the entire Agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 15.2 To the fullest extent permitted by law, the Grant Recipient agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. The Grant Recipient agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

16. Costs

Except as expressly provided in this Agreement, the Grant Recipient shall pay its own costs incurred in connection with the negotiation, preparation, and execution of this Agreement.

17. Variation

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18. Waiver

A waiver by the Partner of any right or remedy in respect of any breach of any term or condition or requirement of this Agreement shall not prevent subsequent enforcement thereof and shall not be deemed to be a waiver of any right or remedy in respect of any subsequent breach.

19. Severance

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

20. No Partnership or Agency

- 20.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 20.2 The Grant Recipient confirms it is acting on its own behalf and not for the benefit of any other person.

21. Notices

- 21.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case). Any notices to the Partner shall be marked for the attention of the Director of the Research and Enterprise Office and any notices to the Grant Recipient shall be marked for the attention of the xxxx.
- 21.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt; or
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
- 21.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 21.4 A notice given under this Agreement is not valid if sent by email.

22. Modern Slavery, Anti-bribery and Anti-corruption

The Grant Recipient shall procure that in carrying out their obligations and rights under this Agreement, they will comply with equality, modern slavery, anti-bribery and anti-corruption

legislation or any legislation of the same nature in force during this agreement and promptly notify the Partner of any breach of this clause. If such an offence is committed by the Grant Recipient, the Partner shall be entitled to terminate this Agreement with immediate effect and recover from the Grant Recipient all losses resulting from such termination.

23. Counterparts

- 23.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.
- 23.2 Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement.
- 23.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

24. Third Party Rights

Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

25. Multi-tiered Dispute Resolution Procedure

- 25.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it ("**Dispute**"), then the parties shall follow the procedure set out in this clause:
- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, the lead representatives of each party shall attempt in good faith to resolve the Dispute;
 - (b) if the lead representatives for any reason are unable to resolve the Dispute within thirty (30) days of service of the Dispute Notice, the Dispute shall be referred to the appropriately senior officers of no less than Director level of each party, who shall attempt in good faith to resolve it; and
 - (c) if for any reason the individuals in (b) are unable to resolve the Dispute within forty-five (45) days of it being referred to them, then the parties will attempt to settle by mediation in accordance with the Centre for Effective Dispute Resolution ("**CEDR**") Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing to the other parties to the dispute requesting a mediation. A copy of the request should be sent to CEDR. The mediation will not start later than thirty (30) days after the date of such notice.
 - (d) No party may commence any court proceedings in relation to any dispute arising out of this Agreement until it has attempted to settle the Dispute by mediation pursuant to the provisions of the clauses 25.1(a), 25.1(b) and 25.1(c) above and either mediation has

terminated, or a party has failed to participate in the mediation, provided that the right to issue court proceedings or apply for an interim injunctive relief is not prejudiced by a delay.

26. Governing Law

Subject to clause 25, 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.

27. Jurisdiction

Subject to clause 25, the Grant Recipient irrevocably agrees that the courts of England and Wales shall have 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.

This Agreement has been entered into on the date stated at the beginning of it.

**Signed by and on behalf of
Loughborough University**

Signed

Name

Title

Date

**Signed by and on behalf of
XXXX**

Signed

Name

Title

Date

SCHEDULE 1
SUB-PROJECT

GUIDANCE

SCHEDULE 2

MAIN AGREEMENT CONDITIONS

GUIDANCE