

<Registered address of Awardee>

(“Awardee”)

UoB Reference: <UoB reference>

<Award date> (“Award Date”)

Dear <Name of PI>,

Thank you for submitting your application entitled “<Title of application>” (as detailed in Appendix 1) to the pro2 Network+ call for funding proposals.  We are pleased to inform you that your application has been successful subject to your organisation’s acceptance of the conditions contained in Schedule 1 (the “Conditions”).

Your project has been assigned the reference <UoB reference>, which should be used in all future correspondence.

This award letter together with the Conditions and your application shall together create the entire agreement between the University of Bristol and the Awardee.

We very much hope the above is acceptable to you. In order to confirm acceptance of the award, can you please return a signed copy of this award letter via PDF to admin@prosquared.org within 30 days of the Award Date. Failure to return a signed copy of the award letter will result in the offer being withdrawn without any liability to the University or Research Council.

Yours sincerely,

On behalf of University of Bristol

On behalf of <Name of University>, I confirm our acceptance of this award and agree to be bound by the Conditions.  I confirm that <Name of PI> is eligible to receive Engineering and Physical Sciences Research Council funding and that, if applicable, a fully executed agreement shall be signed within 3 months of the commencement of the project, with all collaborators and subcontractors listed in the application submitted to the University of Bristol.

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| --- | --- |
| Name: |  |
| Title: |  |
| Date: |  |

**SCHEDULE 1**

1. The Engineering and Physical Sciences Research Council (the “Research Council”) has awarded the University of Bristol (the “University”), as lead recipient, funding for the “Pro2 Network+: From Prototyping to Production of Digital Devices” initiative (the “pro2 Network+”). The pro2 Network+ is governed by a steering group comprising the University, University of Bath, University of Nottingham and Lancaster University (the “pro2 Network+ Steering Group”).
2. These Conditions set out the conditions that apply to the project detailed in the Awardee’s funding call application (the “Project”) made available by the Research Council via the University to the Awardee, to enable the Awardee to undertake the Project in collaboration with any collaborator or subcontractor named in the funding call application, if applicable.
3. These Conditions are subject at all times to the Research Council’s standard grant terms, as amended by the Research Council from time to time (which are available at https://www.ukri.org/wp-content/uploads/2023/04/UKRI-04042023-UKRI\_fEC-Grant-Terms-And-Conditions-April-2023.pdf).
4. The Awardee shall ensure that a written agreement is signed between the Awardee and any collaborator or subcontractor named in the funding call application, if applicable. The written agreement shall be signed within 3 months of the commencement of the Project. In the event that a written agreement has not been signed, the award shall be terminated, unless otherwise agreed in writing by the University. The agreement shall include provisions on intellectual property ownership and use and publication. The Awardee shall ensure that these Conditions apply to any agreement in place between the Awardee and any collaborator or subcontractor. The Awardee shall notify the University of any proposed collaborator or subcontractor not listed in the funding call application.
5. The Awardee warrants (and shall ensure that any collaborator or subcontractor also warrants) that it is and shall remain eligible to receive funding from the Research Council. Details of eligibility are available at: <https://www.ukri.org/apply-for-funding/before-you-apply/check-if-you-are-eligible-for-research-and-innovation-funding/>.
6. The Awardee must be a member of the pro2 Network+.
7. The Awardee shall (and must ensure that any collaborator or subcontractor shall also) perform the tasks envisaged in the Project with reasonable professionalism, care and skill, in accordance with good academic practice and in a timely manner. No significant changes shall be made to the Project without the prior written consent of the University.
8. The Awardee shall (and must ensure that its collaborator or subcontractor shall also) cooperate fully with the pro2 Network+ Steering Group and use all reasonable endeavours to ensure that it does not do anything, or fail to do something that would cause the pro2 Network+ Steering Group to be in breach of its obligations to the Research Council and shall comply with reasonable requests by the pro2 Network+ Steering Group in relation to the same.
9. The Awardee shall be responsible for ensuring the Project is subsidy control compliant.
10. The Project must commence by <<<INSERT>>> and shall be completed within a 12-month period, in each case unless otherwise agreed with the University. Failure to meet this timescale may result in the offer being withdrawn without any liability to the University, the pro2 Network+ Steering Group or Research Council.
11. The Awardee agrees (and shall procure that any collaborator and subcontractor also agrees) to use all reasonable endeavours to attend and/or contribute to events within their relevant area of expertise when asked by the Research Council or the pro2 Network+ Steering Group.
12. The Awardee shall report on progress of the Project in such format as it deems appropriate to the Project. Notwithstanding the foregoing, the Awardee shall work with the pro2 Network+ research designer throughout the Project to create outputs that can be used by the pro2 Network+ Steering Group for the purposes of stakeholder engagement and impact, as well as marketing and information dissemination purposes.
13. Any intellectual property, know-how and results created or developed in the course of the Project including any tools, techniques, platforms and solutions (“Results”) will be owned by the Awardee or relevant collaborator or subcontractor that generated such Results (or their licensors if applicable).
14. The Awardee agrees (and shall ensure that its collaborators, subcontractors and any relevant third party, including a licensor, successor or assignee, agrees) that the Results, including design files and source code, shall be made freely and openly available in the public domain for any purpose, and where applicable, shall be licensed under a permissive open-source license, unless otherwise agreed with the pro2Network+ Steering Group.
15. The Awardee shall publish the Results in accordance with normal academic practice and the UKRI open access policy (https://www.ukri.org/publications/ukri-open-access-policy/). All publications and other forms of media communication, including media appearances, press releases and conferences, must acknowledge the support received from the Research Council as follows: "This work was supported by EPSRC pro2 Network+, grant number EP/W020564/1".
16. Funding for the Project will be given at 80% of full economic cost of the Project, up to the value stated in the Project application at Appendix 1, paid quarterly in arrears. Any amounts paid by the University are deemed to be inclusive of VAT, if applicable, at the prevailing rate. The Awardee shall be responsible for its VAT obligations. Payments properly due shall be paid within 30 days following receipt of a valid invoice. All invoices shall include a statement of actual expenditure incurred referenced against the specific budget headings as set out in the Project application. On completion of the Project the Awardee shall deliver a final summary expenditure report to the University. The final invoice will not be accepted without such final summary expenditure report. For further details on costings and overheads see the Research Council’s Full Economic Costing (FEC) Guides: <https://www.ukri.org/councils/epsrc/guidance-for-applicants/costs-you-can-apply-for/>. Invoices and expenditure reports need to be emailed to purchasing-invoices@bristol.ac.uk and admin@prosquared.org quoting reference number ‘R102875-102 86440’.
17. The University shall have no obligation to make any payment to the Awardee where the University has not received sufficient funding from the Research Council.
18. In the event that the Research Council requires the reimbursement by the University of any sums paid to the Awardee, then to the extent that such requirement arises from the acts or omissions of the Awardee (or any of its collaborators or subcontractors), the Awardee hereby agrees to reimburse the University the sum received by the Awardee together with any interest charged thereon by the Research Council.
19. The Awardee shall not be entitled to recover any costs incurred in connection with the Project on or after the date of termination of the Project .
20. At the end of the Project, any underspend will be returned to the University to be used in future pro2 Network+ projects or returned to the Research Council as directed by the pro2 Network+ Steering Group, as agreed with the Research Council.
21. The Awardee shall keep financial records relating to the Project in accordance with its normal accounting practice. The Awardee acknowledges that, upon reasonable request, the University and the Research Council may audit the financial records relating to the Project.
22. The University’s only obligation to the Awardee under these Conditions is to disburse the funding agreed to be disbursed by the Research Council. The University and the pro2 Network+ Steering Group accept no liability, financial or otherwise for any claims, damages or liabilities arising directly or indirectly out of, or from, the Project or the Project results. The Awardee is entirely responsible for the conduct of the Project and use of the Results.
23. The University reserves the right to terminate the award at any time, subject to reasonable notice and any payment that the University agrees may be necessary to cover outstanding and unavoidable commitments. If the award is terminated or reduced in value, no liability for payment, redundancy or any other compensatory payment for the dismissal of staff funded by the award will be accepted.
24. If: (i) the Research Council withdraws any of the funding which it has allocated to the University for the pro2 Network+; or (ii) there is a material change to the Project (including withdrawal of any collaborator or subcontractor) and that change is not agreed by the University (acting reasonably), the University will be entitled to withdraw this award or suspend (temporarily or permanently) payment of the funding.
25. Nothing in these Conditions shall prevent the pro2 Network+ Steering Group from disclosing any information which it considers necessary to disclose in order so as to comply with the Freedom of Information Act 2000; or, the National Security and Investment Act 2021 (and all purposes ancillary to it); or any other statutory requirement.
26. The Awardee will adhere to all applicable data protection laws with regards to research participants’ data or any other Personal Data collected (as defined below) by the Awardee as part of the Project. The University and the Awardee do not anticipate that any research data to be transferred under the Conditions will constitute personal data as defined in the Data Protection Act 2018 and General Data Protection Regulation (EU) 2016/679 (“Personal Data”). If during the Project it becomes necessary to transfer any research data which contains any Personal Data, the University and the Awardee shall prior to any such transfer enter into a data transfer agreement in such format as shall comply with applicable data protection laws.
27. Export Control: The Awardee shall comply with all sanctions and export control laws to which they are subject and which are applicable to any items, including but not restricted to goods, materials, biological agents, software, data or technology transferred between them. The Awardee shall specifically inform the relevant member of the pro2 Network+ Steering Group, before the transfer of any such item, of all sanctions and export control conditions applicable to the transfer and the item. The University may terminate the award immediately, without incurring any liability, if it reasonably apprehends that continuing to provide the award would be in breach of any applicable sanctions or export control laws.
28. These Conditions shall be governed by the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English courts.

**APPENDIX 1 – APPLICATION INCLUDING BUDGET**