

CaSDaRs £70K Data Stewardship

Large Projects Award Letter



ORGANISATION NAME

REGISTERED ADDRESS OF ORGANISATION

(the “Awardee”)

Reference: [insert CaSDaR £70K Data Stewardship Large Projects Award reference]
(please use in all future correspondence)

DATE

Reference: CaSDaR £70K DATA STEWARDSHIP LARGE PROJECTS AWARD LETTER

Dear NAME,

Thank you for submitting your Careers and Skills for Data-driven Research (CaSDaR) project grant application (the “**Application**”) for the project “**INSERT TITLE HERE**” (the “**Project**”). We are pleased to inform you that your application has been successful and the University of Southampton is offering an award of **£XX,XXX** towards the Project (the “**Grant Funding**”), subject to your acceptance of the terms and conditions contained herein.

Please note the Project must be completed by [insert], or such other date as agreed in writing (email will suffice) between the authorized representatives of the University of Southampton and the Awardee, “**Project End Date**”.

Terms and Conditions

This letter of award, together with Schedule 1 and your Application, shall together create the entire agreement between the University of Southampton and the Awardee (hereinafter the “**Contract**”).

We very much hope the above is acceptable to [insert full name of] AWARDEE. To confirm acceptance of the award and the Contract please can you return one signed copy of the Contract to Louise Saul (the “**CaSDaR Network+ Coordinator**”) via casdar@soton.ac.uk.

This Contract may be executed in counterparts (each of which shall be deemed an original) and all of which, taken together, shall constitute one and the same agreement and either party may enter into this Contract by executing a counterpart. Executed copies of the signature pages of this Contract transmitted

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electronically in either Tagged Image Format Files (TIFF) or Portable Document Format (PDF) shall be treated as originals, fully binding and with full legal force and effect.

Yours sincerely,

[insert name]

authorised to sign on behalf of the University of Southampton

On behalf of the insert full name of AWARDEE I confirm that insert full name of AWARDEE is eligible to receive Natural Environment Research Council (NERC) funding, that a fully executed collaboration agreement (if required) is in place or will be in agreed promptly between all partners listed in the Application and insert full name of AWARDEE agrees to comply with the Contract in full.

SIGNED for and on behalf of insert full name of AWARDEE.

Name:

Job title:

Date:

Schedule 1 Terms and Conditions

1. The Careers and Skills for Data-driven Research (CaSDaR) project grant is a Natural Environment Research Council (NERC) (the “**Research Council**”) funded initiative, managed by the University of Southampton (the “**University**”), with award reference UKRI739: Careers and Skills for Data-driven Research (CaSDaR).
2. These terms set out the conditions that apply to the Careers and Skills for Data-driven Research (CaSDaR) project grant, made available by the University to the Awardee, to enable the Awardee to undertake the Project.
3. The Awardee shall ensure that a written collaboration agreement is signed between the Awardee and any Project partner(s) named in the Application or any other parties contributing to the Project. The collaboration agreement shall ensure these terms apply to their contribution to the Project and shall not include terms that conflict with this Contract.
4. The Contract is subject at all times to the Research Council’s standard grant terms, as amended by the Research Council from time to time (which at the time of award of the Contract are available at <https://www.ukri.org/publications/terms-and-conditions-for-research-grants/>).
5. The Awardee shall (and the Awardee procures that any Project partner(s) shall also) cooperate fully with the University and shall not do anything or fail to do something that would cause the University to be in breach of its obligations to the Research Council. The Awardee shall comply with reasonable requests by the University in relation to same, including without limitation supplying Project reports and other reasonable information as may be requested by the University or the Research Council.
6. The Awardee agrees (and the Awardee procures that any Project partner(s) also agree(s)):
 - i) to create and maintain a risk register, have risk owners, and escalate risks to the CaSDaR Network+ Coordinator where appropriate;
 - ii) to embed cybersecurity (where relevant) within day to day operations and to collaborate substantively with other infrastructures on this topic;
 - iii) to supply at the commencement of the Project a non-confidential synopsis of the Project, that does not include any personal data, which may be freely published and publicly disseminated, including (without limitation) publication on the Careers and Skills for Data-driven Research (CaSDaR) public website, the Research Council or Research Council UK website(s), in social media and on other publicly available websites and databases;
 - iv) to deliver to the University a brief mid-term report halfway through the Project in conjunction with the first quarterly invoice. The invoice will not be paid without a satisfactory and timely mid-term report.

- v) to provide relevant details to the CaSDaR Network+ Coordinator, to ensure published Project information remains up to date; and
 - vi) any published papers incorporating or based on data or knowledge gained from this funded research Project acknowledge the Careers and Skills for Data-driven Research (CaSDaR) project grant and the contribution from the Research Council. Projects should reference that they have received funding from the UKRI DRI Programme using the following text -
“This project has received funding through the UKRI Digital Research Infrastructure Programme – via CaSDaR (The Careers and Skills for Data-driven Research Network+)”.
7. The Awardee shall (and procures that the Project partner(s), if applicable, shall) make the required in-kind or financial contribution to the Project as detailed in the Application and that the Project partner(s) co-signs the final report, as set out in clause 16 of these Terms and Conditions.
8. Funding for the Project will be given at 80% of full economic cost of the Project and shall not exceed the Grant Funding. Awardee is wholly responsible for funding the remaining 20% full economic cost of the Project (and any other costs that arise in the course of the Project) and warrants that such funds are allocated to the Project before the commencement of the same. Any amounts paid by the University are deemed to be inclusive of VAT, if applicable, at the prevailing rate. The Awardee shall be entirely responsible for its VAT obligations. The Awardee should make claims to the University quarterly in arrears by invoice which should include a statement of actual expenditure incurred referenced against the budget headings set out in the Application. Invoices should be sent to the CaSDaR Network+ Coordinator (casdar@soton.ac.uk), with copy to Louise Saul (l.saul@soton.ac.uk). On completion of the Project the final invoice must also be accompanied with the Project report as set out in clause 16. For further details on costing's and overheads see EPSRC's Full Economic Costing (FEC) Guides: <https://www.ukri.org/councils/epsrc/guidance-for-applicants/costs-you-can-apply-for/principles-of-full-economic-costing-fec/>. The University shall pay the Awardee within thirty (30) days of receipt of a valid invoice and the report from the Awardee, subject to both receipt by the University of monies from the Research Council and the completion, to the University's and the Research Council's satisfaction, of any due diligence checks as may be reasonably required by the University or by the Research Council to establish the Awardee has properly undertaken and completed the Project.
9. 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.
10. In the event that the Research Council or the University requires repayment of any amount due to an act or omission of an Awardee or any partner on a Project, the Awardee shall fully reimburse the

University the amount requested, together with an interest charged thereon by the Research Council.

11. At the end of the Project, any underspend will be returned to the University to be used in future Careers and Skills for Data-driven Research (CaSDaR) projects or returned to the Research Council, as agreed with the Research Council.
12. Grant Funding may not be used to fund the purchase of equipment irrespective of value, contrary to the Research Council's standard grant terms.
13. The Awardee shall be responsible for ensuring the Project is compliant with the Subsidy Control Act 2022 and the EU State Aid regulations. No subcontract or other agreement with a Project partner(s) or any third party can be made which would constitute a breach of the Subsidy Control Act 2022 or the EU State Aid regulations.
14. The Awardee shall keep financial records relating to the Project in accordance with its normal accounting practice and to demonstrate compliance with clause 13. The Awardee acknowledges that the University and the Research Council may audit the financial records relating to the Project.
15. The Awardee shall ensure that it fulfils its allocated tasks in the Project with all due skill and care, in accordance with this Contract, good academic practice and in a timely manner. The Awardee warrants that it shall obtain all regulatory and ethical licences, consents and approvals necessary to carry out the Project prior to commencement of the Project, including but not limited to relevant provisions of the General Data Protection Regulation, the Data Protection Act 2018, the Bribery Act 2010, the Fraud Act 2006, the Equality Act 2010 and the Modern Slavery Act 2015.
16. On completion of the Project, the Awardee shall deliver to the University (and if required the Research Council) a report which must be countersigned by the Project partner(s). The report will detail:
 - i) the work carried out and resources used;
 - ii) a public summary of the Project (excluding any personal data); and
 - iii) an expenditure statement.

The public summary may be freely published and publicly disseminated, including (without limitation) publication on the Careers and Skills for Data-driven Research (CaSDaR) public website. In addition, at any time after the end of the Project, the Awardee shall provide the University with any document or report reasonably requested by the University to enable it to fulfil its obligations to the Research Council. This should be submitted along with the final invoice, for clarity the invoice will not be accepted without the final report.

17. Results generated under the Project belong to the University. Subject to the rights of the Research Council, the University grants the Awardee a non-exclusive, royalty-free, worldwide, licence, (with

the right to grant sub-licences to the Awardee's Project collaborators on the same terms) to use all results generated under the Project for non-commercial academic research and teaching purposes.

18. Nothing in this Contract shall prevent the University 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 or the Freedom of Information (Scotland) Act 2002 or any other statutory requirement.
19. The University's only obligation to the Awardee under the Contract is to disburse the Grant Funding. The University accepts 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.
20. The letter of award, these Terms and Conditions and the Application constitutes the entire agreement between the University and the Awardee with regard to the Project and supersedes all prior and contemporaneous agreements or communications.
21. A party shall not be liable for failure to perform its obligations under this Contract, nor be liable to any claim for compensation or damage, nor be deemed to be in breach of this Contract, if such failure arises from an occurrence or circumstances beyond the reasonable control of that party (a "**Force Majeure Event**") (excluding an obligation to make payment). If a party affected by such an occurrence causes a delay of three (3) months or more, and if such delay may reasonably be anticipated to continue, then the parties shall, in consultation with the Research Council, discuss whether continuation of the Project is viable, or whether the Project and this Contract should be terminated. Should the Project be deemed viable the parties will amend this Contract accordingly with respect to Project dates and budget.
22. Notwithstanding the provisions of clause 21 above, where the Awardee (or its Project partner(s) where applicable) is affected by a Force Majeure Event, they shall notify the University as soon as reasonably possible to notify the University of any delay or non-performance of its obligations under this Contract and an estimation of the duration or such delay or non-performance.
23. The Awardee must ensure that the Project and any acquisitions made, granted or agreed by the Awardee are compliant with the National Security and Investment (NSI) Act 2021 (the "**Act**") and UK's export controls. At the request of the University or the Research Council the Awardee will supply any supporting documentation requested of it to demonstrate such compliance. It is the responsibility of the Awardee to ensure that any transfer, licence or acquisition of assets or entities within the scope of the Act, obtained or generated, using the Grant Funding awarded to the Awardee comply with these rules.

24. The Awardee may be required to provide the University or the Research Council with additional information about how the Awardee is managing considerations and risks relating to Trusted Research and Innovation and engage in any subsequent risk assessment activities requested by University or the Research Council. Any recommended mitigations identified through the risk assessment will need to be agreed and in place before the start of the Project. The Awardee must include clauses around national security in any Project collaboration agreement in place between the partners listed in the Application and any third parties contributing to the Project – regardless of technology area or partners involved. Where required and agreed, and in line with all relevant data protection legislation, the University or the Research Council will consult appropriate wider technical agencies across HMG to provide further assistance and recommendations.
25. The Project must be completed by the Project End Date. This Contract shall come into effect upon signature of both parties and shall terminate on the Project End Date.
26. This Contract shall be governed by the laws of England and Wales.