

TERMS AND CONDITIONS OF AWARD

1. Your responsibilities

- 1.1 You must carry out the Project with reasonable care and skill in accordance with the Application and all applicable laws and regulations.
- 1.2 You are responsible for providing, or securing from your collaborator(s), any in-kind contributions to the Project promised in the Application.
- 1.3 The terms and conditions of our grant agreement with the EPSRC (the “**Head Terms**”) apply to the Award. You will comply with the Head Terms to the extent that they relate to the Project and you will not do anything or fail to do anything that will put us in breach of the Head Terms. This includes, without limitation:
 - 1.3.1 undertaking appropriate due diligence on your collaborative partner(s) before any collaboration begins;
 - 1.3.2 carrying out the Project in a way which aligns with the EPSRC’s policies and guidelines on [responsible research and innovation](#);
 - 1.3.3 considering and managing risks in accordance with UKRI’s [trusted research and innovation principles](#), where applicable, and providing evidence of this if requested;
 - 1.3.4 ensuring that any appropriate contractual arrangements are in place with your collaborators on the Project prior to the Start Date and ensuring that those contractual arrangements do not conflict with the terms and conditions of this award letter nor with the Head Terms;
 - 1.3.5 ensuring that the funding provided through the Award is used in a way that is compliant with the Subsidy Control Act 2022 and ensuring that you do not make any subcontract or other agreement with a collaborator or third party relating to the Award which would constitute a breach of the Subsidy Control Act 2022;
 - 1.3.6 referencing the EPSRC’s funding and including the EPSRC’s logo and relevant branding on all online or printed materials (including press releases, posters, exhibition materials and other publications) related to activities funded by the Award.
- 1.4 You must report to us on Project progress and outcomes as set out in clause 3 and inform us without undue delay if there are any significant changes to the Project or any issues or challenges that may materially affect its progress or delivery.
- 1.5 You agree to:
 - 1.5.1 allow us to publish a summary of the Project on our websites; and
 - 1.5.2 attend and/or contribute to events when asked by us or by the EPSRC, for example the annual EMERGE RehabTech All Hands Meeting.
- 1.6 You are responsible for the conduct and delivery of the Project. Nottingham Trent University (NTU) accepts no liability, financial or otherwise, for any expenditure, liability, loss or damage incurred by you or any third party arising from the Project except to the extent set out in these terms and conditions. Our sole financial liability to you is to distribute the Award to you in accordance with these terms and conditions. This provision does not limit or exclude our liability for (a) death or personal injury resulting

from our negligence; or (b) any fraud or for any sort of other liability which, by law, cannot be limited or excluded.

2. Payment and management of the Award

- 2.1 The Award may only be used to fund the Project activities described in the Application and to reimburse eligible costs incurred between the Start Date and the End Date (“**Project Period**”) in accordance with the budget set out in your Application. The Award only reimburses directly incurred (DI) costs associated with the Project but funds those costs at 100%. The Award cannot be used for any directly allocated (DA) costs, estates costs or indirect costs, nor to purchase any equipment over £10,000 in value (including VAT).
- 2.2 You should invoice us quarterly in arrears on the basis of actual expenditure incurred during the previous quarter of the Project Period. Each invoice should be accompanied by a report that summarises actual expenditure on the Project against the budget included in your Application and which is reproduced at Schedule 3 to this award letter, broken down by budget category, and including a supporting transaction list.
- 2.3 Invoices should be addressed to Nottingham Trent University, 50 Shakespeare Street, Nottingham NG1 4FQ and sent by email to: EMERGErehabtech@ntu.ac.uk.
- 2.4 We will pay within thirty (30) days of receipt of an invoice that meets the above requirements, subject always to receipt of funds from the Funder and subject to us being satisfied with Project progress as reported under clause 3.
- 2.5 If the EPSRC claims repayment of any funding from NTU under the Head Terms as a result of your breach of these terms and conditions or breach of the Head Terms, you shall repay to us the Award or that part of the Award which we are obliged to repay to the Funder.
- 2.6 You will repay to us promptly on demand any part of the Award which we have paid to you but which has not been spent on the Project by the End Date or if we make any overpayment to you.
- 2.7 You must retain all accounting information relating to the Award for the current financial year in which the End Date falls and the following six financial years. You will permit any independent accountant appointed by us and/or the EPSRC to inspect your records relating to the Project on reasonable notice.

3. Monitoring and reporting

- 3.1 During the Project Period, you will report to us quarterly on Project progress against the milestones and deliverables set out in your Application and reproduced in Schedule 3 to this award letter using the online reporting form that we make available to you.
- 3.2 We will arrange meetings with you at mutually agreeable dates and times for the purpose of monitoring Project progress. You will use your reasonable endeavours to ensure that relevant staff and, where we request the relevant staff of your Project partner(s), are able to attend and contribute at these meetings.
- 3.3 Additionally you will provide to us promptly on request (where you are legally able to do so) any information, documentary evidence and records in respect of the Project or the Award which we may reasonably require from time to time in order to fulfil our own reporting requirements to the EPSRC under the Head Terms.

3.4 You will provide us with an end-of-Project report in the format required by us within two months of

- 3.4.1 the End Date; and
- 3.4.2 twelve months following the End Date; and
- 3.4.3 twenty-four months following the End Date,

to enable us to collate and report to the EPSRC on measures of success for our PBIAA award.

4. Project outputs and publicity

4.1 In accordance with the Head Terms, it is expected that any intellectual property, know-how and results created in the course of the Project shall belong to the party that generates them. You should make sure that any appropriate agreements with your Project partner(s) on the ownership and use of Project outputs are in place prior to the Start Date.

4.2 You grant us a non-exclusive, irrevocable licence to use any information included in your Project reports for the purposes of managing and administering the funding received from the EPSRC, reporting to the EPSRC, and promoting and publicising the impacts and outputs of our PBIAA grant including impact case studies.

4.3 Where possible, you should publish the results of the Project in accordance with normal academic practice and UKRI's [open access policy](#), making sure that you acknowledge the EPSRC's funding in accordance with the Head Terms.

4.4 You must liaise with us (at EMERGErehabtech@ntu.ac.uk) on any press releases, articles or other publicity relating to the Project. You will take into account any reasonable requirements that we or the EPSRC may have relating to that publicity.

4.5 You must not use the name or logo of NTU or EMERGE RehabTech for any publicity or other promotional purpose except with our prior approval or in accordance with any branding guidelines we provide to you from time to time.

5. Confidentiality

5.1 You and we shall each use reasonable endeavours not to disclose to any third party any “**Confidential Information**” (which term shall mean any information disclosed by one party (“**Disclosing Party**”) to the other party (“**Receiving Party**”) under or in connection with this award letter and identified as confidential before or at the time of disclosure). The Receiving Party shall keep the Confidential Information confidential, only disclose it to its employees or agents who have a need to know the information for the purposes of the Project or the administration of the Award and who are under obligations of confidentiality to the Receiving Party.

5.2 Confidential Information does not include information that is in or comes into the public domain through no fault of the Receiving Party, is independently developed by the Receiving Party, is disclosed to the Receiving Party by a third party at liberty to disclose the information without breach of the terms of this award letter or is required to be disclosed by law.

5.3 Confidential Information does not include information reported by you to us pursuant to the reporting obligations set out in these terms and conditions, unless it is specifically marked or identified as confidential.

6. Termination and Suspension

6.1 We may terminate the Award with immediate effect by giving you written notice, in the event that the Funder withdraws or reduces the award of funding to NTU.

6.2 We may suspend or terminate the Award by written notice to you in the event that:

6.2.1 you are in breach of these terms and conditions and, if such breach is remediable, fail to remedy that breach within thirty (30) days of being notified in writing to do so; or

6.2.2 you become insolvent, become subject to any winding up process, enter into administration (or any equivalent procedure), or cease to carry on business; or

6.2.3 we have reasonable grounds to suspect any fraud or misuse of the Award; or

6.2.4 you fail to maintain satisfactory progress on the Project in accordance with the milestones set out in your Application and in our opinion there is no reasonable prospect of you completing the Project with the deliverables and outputs promised in your Application by the End Date.

6.3 The following terms and conditions of this award letter are not affected by termination or expiry of the Award and survive beyond the End Date: 1.3, 1.5, 1.6, 2, 3.3, 3.4, 4, 5, 6.3, and 7.

7. General

7.1 These terms and conditions, which incorporate the Head Terms, contain the whole agreement between you and us. Each party 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 these terms and conditions.

7.2 Neither party intends that these terms and conditions should be enforceable by any third party.

7.3 You may not assign, transfer or subcontract any of its rights or obligations under these terms and conditions without our prior written consent.

7.4 Nothing in these terms and conditions creates, implies or evidences any partnership or joint venture between you and us, or the relationship between us of principal and agent. Neither party has any authority to make any representation or commitment, or incur any liability, on behalf of the other party.

7.5 No failure or delay on the part of either party to exercise any right or remedy available under these terms and conditions shall be construed or operate as a waiver thereof unless specified as such in writing nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy.

7.6 If any provision or part-provision of these terms and conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these terms and conditions.

7.7 These terms and conditions will be governed by the laws of England and Wales and any disputes arising out of or in connection with this award letter or the Project which cannot be resolved following reasonable attempts to discuss and negotiate shall be subject to the exclusive jurisdiction of the courts of England and Wales.