



DATED

GRANT AGREEMENT

between

NUCLEAR WASTE SERVICES LIMITED

and

[REDACTED]

RELATING TO

[REDACTED]

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THIS AGREEMENT is dated **2025**

PARTIES

- (1) Nuclear Waste Services Limited (Company Number 05608448) whose registered office is Pelham House, Pelham Drive, Calderbridge, Cumbria CA20 1DB (**Funder**).
- (2) [] (**Recipient**),

Each a "**Party**" and together the "**Parties**".

BACKGROUND

- (A) The Funder wishes to fund a post-doctoral research project titled " " more particularly described in Schedule 1.
- (B) The Funder has agreed to pay the Grant to the Recipient to assist it in carrying out the Project in order to achieve the Project Aims.
- (C) This Agreement sets out the terms and conditions on which the Grant is made by the Funder to the Recipient.
- (D) These terms and conditions are intended to set out the responsibilities of the parties and ensure that the Grant is managed appropriately and used properly and for the purpose for which it is awarded.

AGREED TERMS

1. DEFINITIONS

In this Agreement the following terms shall have the following meanings:

Accounting Year means the period beginning on 1 April in one year and ending on 31 March the next.

Arising IPR means any inventions, designs, information, know-how, specifications, formulae, data processes, methods, techniques and other technology or other Intellectual Property Rights obtained or developed in the course of the Project and by any PhD student carrying out research which is partly or wholly funded by the Grant.

Asset means any asset (including equipment) that is to be purchased, developed or improved using the Grant and which will primarily be used in the performance of the Project and **Assets** will be construed accordingly.

Background IPR means all Intellectual Property Rights which exists prior to the Commencement Date or is created by either Party or any student outside the scope of this Agreement.

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 the legislation.

Commencement Date means [REDACTED]

Data Protection Legislation means (i) the GDPR, and any applicable implementing Law as amended from time to time; (ii) the Data Protection Act 2018 ("**DPA 2018**") to the extent that it relates to the processing of Personal Data and privacy; and (iii) any further Laws relating to such regulations, data protection or privacy, as may be amended, updated or replaced from time to time;

Data Subject has the meaning given to it in the DPA 2018 as amended from time to time.

Eligible Expenditure has the meaning given to it in Clause 8.2.

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

Governing Body means the governing body of the Recipient including its directors or trustees.

Grant means the maximum sum of £ to be paid to the Recipient in accordance with this Agreement. The Grant will be paid in accordance with the following profile:

Financial Year 2024/25 £

Grant Period means the period for which the Grant is awarded starting on the Commencement Date and ending on [REDACTED].

Ineligible Expenditure has the meaning given to it in Clause 8.3.

Intellectual Property Rights means all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.

Know-How means information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

[Match Funding has the meaning given to it in Clause 2.3.]

NDA means the Nuclear Decommissioning Authority.

NDA Group Companies means the NDA, Nuclear Restoration Services Limited, Direct Rail Services (DRS), International Nuclear Services, Pacific Nuclear Transport

(PNTL), NDA Archives Limited, NDA Properties Limited, Rutherford Indemnity and Sellafield Limited and any other entity wholly owned from the NDA from time to time.

Personal Data has the meaning given to it in the Data Protection Legislation.

Procurement Regulations means the Public Contracts Regulations 2015.

Prohibited Act means:

- (a) offering, giving or agreeing to give to any employee, officer or servant of the Funder any gift or consideration of any kind as an inducement or reward for:
 - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Funder; or
 - (ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Funder;
- (b) entering into this Agreement or any other contract with the Funder where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for payment have been disclosed in writing to the Funder;
- (c) 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 this Agreement or any other contract with the Funder; or
- (d) defrauding or attempting to defraud or conspiring to defraud the Funder.

Project means [] more particularly described in Schedule 1.

Project Aims means the delivery of the aims as set out in Schedule 1.

Project Manager means the individual who has been nominated to represent the Funder for the purposes of this Agreement.

Project Milestone means a date by which a part of the Project is to be completed, as set out in Schedule 1.

Security Policy means the Funder's policy with respect to information security set out in Schedule 3.

Subsidy Control Bill means the Parliamentary Bill presented to Parliament on 30th June 2021 setting out the intended regime for subsidy control in the United Kingdom



following the United Kingdom's departure from the European Union, as may be amended prior to its becoming law.

Subsidy Control Regulations means the Subsidy Control Bill and subsequent secondary legislation passed pursuant to it from time to time.

Travel Policy means the Funder's policy for travel as made available by the Funder to the Recipient.

Working Day means a day (other than a Saturday or Sunday) on which commercial banks are open for business in London.

1.2 Unless the contrary indication appears, any reference in this Agreement to:

- (a) An agreement, document or instrument is a reference to it as amended or varied from time to time;
- (b) "control" of a person by another means that the other (whether alone or acting in concert with others, whether directly or indirectly and whether by the ownership of share capital, the possession of voting power, contract or otherwise) has the power to appoint and/or remove all or the majority of the members of the board of directors or other governing body of that person or of any other person which controls that person or otherwise controls or has the power to control the affairs and policies of that person or of any other person which controls that person (and "controlled" and "controlling" shall be construed accordingly);
- (c) A reference to a Party shall include that Party's successors, permitted assignees and permitted transferees;
- (d) A reference to statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- (e) A reference to **writing** or **written** includes fax and e-mail;
- (f) A reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having force in law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation; and
- (g) 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. PURPOSE OF GRANT

- 2.1 The Recipient shall use the Grant only for the delivery of the Project, in order to achieve the Project Aims, and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of the Funder.
- 2.2 The Recipient shall not make any material change to the Project or the Project Aims or make any other change which may diminish the prospect of achieving the Project Aims without the Funder's prior written agreement.
- 2.3 Where the Recipient intends to apply to a third party for other funding for the Project it will notify the Funder in advance of its intention to do so, including the details of the proposed provider of such funding and its purpose ("**Match Funding**"). The Funder shall, as soon as reasonably practicable following receipt of details of proposed Match Funding from the Recipient, notify the Recipient whether such Match Funding is approved, acting reasonably and proportionately. If the Recipient fails to declare Match Funding or, following the Funder's rejection of such proposed Match Funding, proceeds to accept such funds, this shall constitute a material breach of this Agreement and entitle the Funder to terminate this Agreement in accordance with its rights under Clause 19.4. Where the Funder agrees to the Recipient's use of Match Funding, this shall form part of the reports to be prepared and submitted by the Recipient to the Funder pursuant to Clause 7.1.
- 2.4 The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that the Funder is funding in full under this Agreement and any other funding will not be in conflict with the warranty given by the Recipient at Clause 16 (k).
- 2.5 Information on this Grant must be disclosed by the Recipient to any other public authority or agency for a period of three years commencing at the end of the Recipient's current financial year.
- 2.6 The Recipient has satisfied itself that neither the Grant nor the Project constitutes a subsidy within the meaning of the Subsidy Control Regulations, or that the Grant and the Project are permitted under the Subsidy Control Regulations. The Recipient acknowledges that the Funder will rely on this view and shall indemnify the Funder against any loss, cost, or damages suffered by the Funder as a result of any information provided by the Recipient under this Agreement being inaccurate, misleading or incorrect. The Recipient agrees not to apply for, or receive any other



funding in respect of the Project which may amount to a subsidy in accordance with the Subsidy Control Regulations.

- 2.7 The statutory basis for the Funder's payment of the Grant is section 10 of the Energy Act 2004.

3. PAYMENT OF GRANT

- 3.1 The payment of the Grant is subject to all of the following conditions:
- (a) the necessary funds being available to the Funder when payments are due and the Recipient acknowledges that payments of the Grant can only be made to the extent that the Funder has the available funds; and
 - (b) The Recipient returning a validly signed and dated Agreement no later than 27th March 2025 unless otherwise agreed with the Funder; and
 - (c) The Recipient issuing the first invoice to the Funder no later than 27th March 2025.
- 3.2 The Funder shall be responsible for notifying the Recipient as soon as reasonably practical of any significant changes to its funding that may have a direct impact on the availability of funds or the ability of the Funder or Recipient to perform their respective obligations under this Agreement.
- 3.3 The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.
- 3.4 The Grant shall, where possible, be paid into a separate bank account in the name of the Recipient which must be an ordinary business bank account. All cheques from the bank account must be signed by at least two individual representatives of the Recipient.
- 3.5 The Recipient shall not transfer any part of the Grant to bank accounts which are not ordinary business accounts within the clearing bank system, without the prior written consent of the Funder.
- 3.6 The Recipient shall promptly repay to the Funder any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant



monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.

4. USE OF GRANT

4.1 The Grant shall be used by the Recipient to meet the costs of the delivery of the Project, in order to achieve the Project Aims in accordance with the budget set out in Schedule 1.

4.2 The Recipient shall not use the Grant:

- (a) to make any payment to members of its Governing Body;
- (b) to purchase buildings or land; or
- (c) for Ineligible Expenditure,

unless this has been approved in writing by the Funder.

4.3 The Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period without the Funder's prior written consent.

4.4 The Recipient shall at all times during the Grant Period ensure that all contracts that it places to deliver any part of the Project comply with the Procurement Regulations and shall not spend the Grant or any part of the Grant in connection with a contract which was not procured, or does not comply with the Procurement Regulations except where the contract is outside the scope of the Procurement Regulations.

4.5 The Recipient acknowledges and agrees that the Funder will not provide any additional funding for the Project. The Recipient agrees that it shall be responsible for any additional costs over and above the Grant in connection with the Project.

4.6 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project must be managed and paid for by the Recipient using the Grant or other resources of the Recipient. There will be no additional funding available from the Funder for this purpose.

4.7 While carrying out the Project the Recipient shall comply with all applicable statutes and bye-laws, and all regulations, rules and delegated legislation, relevant to the Project.



- 4.8 The Recipient shall immediately report to the Funder any loss of or abuse of funds for any reason.

5. ASSETS

- 5.1 The Parties acknowledge that the Grant may be used for the purchase or improvement or Assets, as set out in in this Clause 5 and subject to the controls set out herein.
- 5.2 The Recipient shall not purchase, improve or dispose of any Asset(s) without the Funder's prior written consent. The Recipient acknowledges that it will be required, as part of the process of seeking the Funder's consent for the purchase, improvement or disposal of any Assets, to submit documentation and information in respect of the relevant Asset (including its contribution to the achievement of the Project Aims) and such other information as the Funder may reasonably request. The Recipient shall keep a register of all Assets, the acquisition or improvement of which was funded wholly or partly using the Grant. The Funder shall have access to such register throughout the term of this Agreement.
- 5.3 To the extent reasonably practicable, the Recipient shall, as part of its response to the Request for Postdoctoral Research Funding, provide an indicative (but not binding) list of any Assets it intends to purchase or improve using the whole or part of the Grant, or as soon as reasonably practicable thereafter. The Recipient shall notify the Funder of any material changes to this list during the Postdoctoral Research Funding Period.
- 5.4 Assets purchased or substantially improved with Grant funding must be used primarily for the Project and in the pursuit of the Project Aims, with the Project being given priority over other activities for which such Assets may be used. The Funder shall have priority of use of any Assets during any period in which they are not being used for the Project.
- 5.5 [The Funder agrees that, if it uses any of the Postdoctoral Research Funding to allow any researchers whose research is part or wholly funded by the Grant to develop, improve or purchase any Assets, the Recipient shall ensure that its contracts with the relevant student will ensure that the Recipient and the student are jointly and severally responsible for managing the Asset and recording that Asset in the asset register. The Recipient will, by way of the contract, require that the relevant researcher informs the Recipient if the need for the Asset diminishes substantially or it is not used for the purpose for which it was funded during the period of the award. Under these circumstances the Recipient will reserve the right to determine the disposal of the



Asset and to claim the proceeds of any sale [and hold such proceeds on trust for the Funder.]

5.6 For each entry in the asset register the following particulars must be shown where appropriate:

- (a) date of acquisition or improvement;
- (b) description of the Asset;
- (c) cost, net of recoverable VAT;
- (d) location of the Asset for the duration of the Grant Period;
- (e) date of any initial disposal during the award from which it was purchased;
- (f) depreciation/amortisation policy applied during the award from which it was purchased;
- (g) proceeds of any initial disposal (net of VAT) during the award from which it was purchased; and
- (h) the identity of the person or institution to whom the Asset has been transferred or sold for the duration of the award from which it was purchased.

5.7 The Funder reserves the right to require the Beneficiary to maintain the above particulars as set out in Clause 5.6(a)5.6(h) above for any additional items which the Funder considers material to the overall Grant.

Disposal of Asset

5.8 If the Recipient uses any of the Grant to develop, improve or purchase any Assets, the Recipient shall ensure that the Assets are maintained in good condition until such time as they returned to the custody of the Funder, and shall indemnify the Funder for any costs incurred by the Funder in remedying any damage or loss to such Assets which occurred other than as a result of fair wear and tear for such time as they were in the custody of the Recipient.



- 5.9 Assets purchased or improved using the Grant shall be owned by the Funder until ownership is transferred, disposed or is otherwise agreed in writing by the Funder. The Funder reserves the right to determine the outcome of any Asset created as a result of the Funded Activities or purchased with the Grant.
- 5.10 The Recipient may not dispose of any Assets that have been totally or partly bought, restored, conserved (maintained or protected from damage) or improved with the Grant without the prior written consent of the Funder. If the Funder grants consent to the disposal, such consent may be subject to satisfaction of certain conditions, to be determined by the Funder, acting reasonably.
- 5.11 If the Recipient disposes of any Asset without the prior written consent of the Funder, the Recipient must use its best endeavours to achieve the market price for the relevant Asset and must pay to the Funder a proportion of the proceeds of such disposal, equivalent to the proportion of the purchase or development costs of the relevant Asset that was funded by the Grant, provided that the Funder may at its discretion allow the Recipient to keep all or a part of the relevant proceeds where:
- (a) the proceeds of sale are to be applied directly to the purchase by the Recipient of assets that are equivalent to or replacements for the Assets; or
 - (b) the Funder is otherwise satisfied that the Recipient will apply those proceeds for purposes related to the Funded Activities.
- 5.12 The Recipient shall hold the relevant portion of proceeds from the disposal of any relevant Asset on trust for the Funder.

Charging of any Asset

- 5.13 The Recipient shall not create any charge, legal mortgage, debenture or lien over any Asset without the prior written consent of the Funder.

6. ACCOUNTS AND RECORDS

- 6.1 [The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included in any general funds.]
- 6.2 The Recipient shall ensure that the Grant monies, their receipt and disbursement are readily identifiable as a separate line item in the relevant accounts.



- 6.3 The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least three years following the expiry of the Grant Period. The Funder shall have the right to review, at the Funder's reasonable request and cost, the Recipient's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.
- 6.4 The Recipient shall comply with any request from the Funder which relates to the Funder's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to the Funder.
- 6.5 If any member of the Recipient's personnel [or researchers whose research is partly or wholly funded by the Postdoctoral Research Funding] undertakes any travel in its performance of the Project and the Funder agrees to reimburse any expenses incurred by the Recipient's personnel [or researchers whose research is partly or wholly funded by the Postdoctoral Research Funding], this shall only apply if and to the extent that the Recipient's personnel [or researchers whose research is partly or wholly funded by the Grant, as appropriate] have complied with the Travel Policy.

7. MONITORING AND REPORTING

- 7.1 The Recipient shall monitor the delivery and success of the Project through Project Milestones to ensure that the Project Aims are being met and that this Agreement is being adhered to, and deliver written updates to the Funder every three months and respond to any queries from the Funder with respect to such updates. The updates delivered to the Funder shall include, as a minimum, the following information:
- (a) the progress of the Project against the Project Aims during that period;
 - (b) a summary of activities undertaken with respect to the Project during that period; and
 - (c) the Grant monies disbursed by the Recipient during that period and the purposes for which the relevant monies were used.
- 7.2 The Recipient shall, as soon as reasonably practicable following a request from the Funder, provide the Funder with such information, explanations and documents as the Funder may reasonably require in order for it to establish that the Grant is being or has been used properly in accordance with this Agreement, and in particular to monitor delivery of the Project Aims.



- 7.3 The Recipient shall, subject to the giving of reasonable prior notice by the Funder, permit any person authorised by the Funder such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them. Such access and evaluation shall be at the Funder's expense, in accordance with the Travel Policy.
- 7.4 The Recipient shall permit any person authorised by the Funder to visit the Recipient once every quarter to monitor the delivery of the Project. Where, in its reasonable opinion, the Funder considers that additional visits are necessary to monitor the Project, it shall be entitled to authorise any person to make such visits on its behalf. These visits shall be at the Funder's expense in accordance with the Travel Policy.
- 7.5 The Recipient shall, at the request of the Funder, facilitate periodic senior management level updates on a bi-monthly basis and meet (Funder – Research Support Office or their nominated representative, Recipient – *[Insert title of senior representative for the purposes of the project]* or their nominated representative) at intervals of no more than 3 months to allow the Funder to monitor delivery of the Project Aims.
- 7.6 The Recipient shall provide the Funder with a final report on completion of the Project which shall confirm whether the Project Aims have been successfully completed.

8. ELIGIBLE AND INELIGIBLE EXPENDITURE

- 8.1 The Funder will only pay the Grant in respect of Eligible Expenditure incurred by the Recipient to deliver the Project and the Recipient will use the Grant solely for achieving the Project Aims.
- 8.2 For the avoidance of doubt, the following non-exhaustive list of costs/payments will be classified as "**Eligible Expenditure**" if incurred for the purposes of the Project:
- (a) giving evidence to Parliamentary Select Committees;
 - (b) attending meetings with government ministers or civil servants to discuss the progress of a taxpayer funded grant scheme;
 - (c) responding to public consultations, where the topic is relevant to the Project Aims. To avoid doubt, Eligible Expenditure does not include the Recipient spending the Grant on lobbying other people to respond to any such consultation (unless explicitly permitted in this Agreement);

- (d) providing independent, evidence-based policy recommendations to local government, departments or government ministers, where that is the objective of a taxpayer funded grant scheme, for example, 'What Works Centres';
- (e) providing independent evidence-based advice to local or national government as part of the general policy debate, where that is in line with the Project Aims;
- (f) publishing and publicising the results of research paid for using taxpayer funded grants;
- (g) hosting science and research communication events,
- (h) working with or through a third-party organisation or commercial partners, which are not professional lobbying organisations, to conduct, communicate or publish research findings and inform policy;
- (i) contributing expert scientific and academic advice to inform government policy and funding or make the case for science;
- (j) developing proposals for future research grants; and
- (k) laptop computers for students whose research is funded, whether in whole or in part, by the Grant.

8.3 The Recipient may not in any circumstance claim the following as Eligible Expenditure (with such activities constituting "**Ineligible Expenditure**") or apply any part of the Grant towards them:

- (a) 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;
- (b) using the Grant to directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the Grant;
- (c) using the Grant to petition for additional funding;
- (d) entertaining expenses specifically aimed at exerting undue influence to change government policy;
- (e) input VAT reclaimable by the Recipient from HMRC;
- (f) payments for activities of an exclusively political or religious nature;
- (g) gifts;
- (h) statutory fines, criminal fines or penalties civil penalties, damages or any associated legal costs; and
- (i) payments for unfair dismissal or other compensation;



9. ACKNOWLEDGMENT AND PUBLICITY

- 9.1 The Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Funder as the source of the Grant. The Recipient shall ensure that the payment of the Grant is traceable in its accounts in accordance with accounting principles. The Recipient shall ensure that the name of the Funder is acknowledged in its annual list of funders of academic programmes and research.
- 9.2 Neither the Recipient nor the Funder shall publish any material referring to the Project without the prior written agreement of the other.
- 9.3 The Funder acknowledges that the Postdoctoral Research Funding will be used to fund academic research by researchers who form part of (or are affiliated to) the Recipient, and that such research may result in publication in academic papers, journals, books and at conferences any symposia. In turn, the Recipient acknowledges the confidentiality concerns of the Funder and that material prepared using the Postdoctoral Research Funding may have particular sensitivity for the Funder.
- 9.4 The Recipient shall notify the Funder at least thirty (30) days prior to any submission of a publication prepared as part of the Project, or before any agreement is entered into to make an oral or written presentation concerning the results of any research undertaken using the Postdoctoral Research Funding. The Recipient shall provide a copy of the proposed publication or the presentation to the Funder's nominated representative. If the Funder considers that the proposed publication includes a disclosure of Confidential information or a disclosure that could jeopardise measures to protect any Arising IPR, it shall notify the Recipient and the Recipient shall grant a delay of up to 8 weeks in the submission of the relevant publication or the giving of the relevant presentation to allow for Intellectual Property protection to be procured or advice sought.
- 9.5 If the Funder reasonably considers that the proposal or publication includes a disclosure that could jeopardise its commercial interests or be a breach of national security, then the Funder may require redaction and /or modification to the publication or presentation, without which the publication cannot be submitted or the presentation cannot be given.
- 9.6 The Recipient shall not respond to any enquiries from the media concerning the Postdoctoral Research Funding and / or the Project without the Funder's prior written consent.



- 9.7 Nothing in this Agreement shall preclude the lodging in the academic library of the Recipient of a copy of material prepared by a researcher funded in part or in whole by the Postdoctoral Research Funding, in accordance with the regulations of the Recipient with such limitations on availability and access to third parties as shall be required by the Funder.
- 9.8 The Recipient shall acknowledge the support of the Funder in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by the Funder) shall include the Funder's name and logo (or any future name or logo adopted by the Funder) using the templates provided by the Funder from time to time.
- 9.9 In using the name or logo of the other Party, each Party shall comply with the other Party's branding guidelines.
- 9.10 The Funder and the Recipient each agree to use reasonable endeavours to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by either Party.
- 9.11 The Recipient shall comply with all reasonable requests from the Funder to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Funder to track and assess progress and performance of the Project and/or with any promotional and fundraising activities relating to the Project.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 The Funder and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the Funder or the Recipient before the Commencement Date or developed by either Party outside of the Project during the Grant Period, shall remain the property of that Party.
- 10.2 Notwithstanding the Funder's provision of the Grant, the Recipient shall own all Arising IPR subject to the completion of the Recipient's obligations under this Agreement.
- 10.3 The Recipient hereby grants the Funder and the NDA Group Companies an irrevocable, exclusive (subject to clauses 10.4, 10.8 and 10.9), royalty free, worldwide licence (with the right and power to sub-license and commercially exploit) to the Arising IPR. The Recipient shall also grant to the Funder a non-exclusive, royalty free licence



to use the Recipient's Background IPR in any way that the Funder considers necessary for the exploitation of the Arising IPR.

- 10.4 If the Recipient receives Match Funding from any third party for the Project, it shall not grant a licence to such provider of Match Funding to the Arising IPR or the Background IPR without the prior written approval of the Funder. Such terms shall not be on terms more advantageous than those given to the Funder or that would in any way infringe on the Funder's ability to make use of such Intellectual Property Rights and / or their commercial exploitation.
- 10.5 Where the Funder has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such data relating to Intellectual Property Rights as requested by the Funder. The Recipient shall ensure that its contracts with any researchers whose research is funded, whether in whole or in part, by the Postdoctoral Research Funding, include provisions stating that the termination of this Agreement shall be without prejudice to the right of any researcher to whom part of the Postdoctoral Research Funding was advanced by the Recipient to make use of the Funder's Intellectual Property Rights in their research and / or those researchers ability to publish their research, but they shall not be entitled to use their research or publications for commercial purposes, and they shall not make use of the Funder's logo or other publicity material without the Funder's prior written consent.
- 10.6 Unless expressly provided by this Agreement the Funder does not transfer any of its Intellectual Property Rights to the Recipient or give any licence to use its Background IPR. The Funder shall give due consideration to any request for a licence to its Background IPR submitted by the Recipient. Any request for such a licence shall include details of:
- (a) the purpose of such a licence;
 - (b) the research funded by the Grant that such a licence will support.

The Funder shall respond to any request for a licence to its Background IPR as soon as reasonably practicable and, if it elects to refuse such a licence (acting reasonably), the Funder shall provide reasons. The Funder may, if it elects to grant such a licence (acting reasonably), attach conditions to its use (such as time limits, purposes and restrictions on sub-licencing, provided that the researcher who needs to make use of the Funder's Background IPR for research funded by the Grant.



- 10.7 Save in respect of commercial off-the-shelf software, the Recipient must not use any third party IPR in the provision of the Project without the prior written approval of the Funder and it has procured that the owner or an authorised licensor of the relevant third party IPR has given the Funder and the NDA Group Companies permission (in the form of a non-exclusive, perpetual, royalty-free, irrevocable, transferable, sub-licensable(through multiple tiers), worldwide licence) to use, solely in as far and to the extent necessary the third Party IPR (and any applicable improvements thereto) reasonably required to enable the Funder, NDA Group Companies and their sub-licensees to (i) receive and use the Results and (ii) use, sub-license and commercially exploit the Arising Intellectual Property.
- 10.8 If the Recipient cannot obtain for the Funder and NDA Group Companies a licence on the terms set out in clause 5.4, the Recipient must notify the Funder in writing and use the relevant third party IPR only if the Funder has provided authorisation in writing.
- 10.9 If a third party claims that the Funder and NDA Group Companies has infringed its intellectual property through its receipt or use of the Results or the Arising Intellectual Property (an "**IPR claim**"), then the Recipient must reimburse to the Funder all losses, damages, costs or expenses (including professional fees and fines) it incurs as a result.
- 10.10 If an IPR claim is made or anticipated, the Recipient must at its own expense and at the Funder's sole option, either: (i) obtain for the Funder the rights in accordance with clause 10.7 to continue using the relevant item without infringing any third party IPR; or (ii) replace or modify the relevant item with substitutes that do not infringe IPR, without adversely affecting the functionality or performance of the Arising Intellectual Property.
- 10.11 The Recipient shall be entitled to 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 the Arising Intellectual Property, including filing and prosecuting patent applications for any of such Arising Intellectual Property. The use, exploitation and enforcement of such Arising Intellectual Property shall be subject to the further terms of this Agreement.
- 10.12 Unless the Recipient or it's affiliates has the capacity to exploit the Arising Intellectual Property the Funder, and the Recipient will jointly identify licensees/manufacturers and decide key licence terms. The Funder and the Recipient will agree which Party will be the lead party for negotiations and will consult with the other Party in the course of



such negotiations. Without the prior written consent of the Funder, the Arising IP shall not be licensed, assigned or otherwise transferred by the Recipient.

- 10.13 The terms of any licence agreement between the Funder and the Recipient or with any third party, as applicable, provided for in Clause 10.8 above shall contain all such terms and conditions which are usual and customary in a licence agreement, including but not limited to liability, audit provisions, termination, publicity and announcement, recognition, governing law provisions. Where the Recipient and/or its affiliate is exploiting the Arising Intellectual Property directly such licence shall require the Recipient and/or its affiliate to use reasonable endeavors to exploit the Arising Intellectual Property on an arm's length basis. The apportionment between the Funder and the Recipient of revenue received under any such licence agreement will be fair and reasonable in the circumstances and will be negotiated taking into account the scientific and financial contributions of Funder and the Recipient to the Background Intellectual Property and Arising Intellectual Property being licensed. In the event that the Funder and the Recipient cannot agree such apportionment then it shall be set by an expert in accordance with Schedule 4. It shall be a term of any agreement with such third party that the Funder and any NDA Group Company will be able obtain equipment manufactured by such third party and incorporating such Intellectual Property at a reduced price taking into account their Financial Contribution, technical contribution and any commercialisation costs.
- 10.14 Each Party shall immediately give written notice to the other Party of any actual, threatened or suspected infringement or unauthorised use of any Party's Intellectual Property Rights under or in connection with this Agreement.
- 10.15 Neither Party shall take any action that might invalidate the Intellectual Property Rights owned by or licensed to the other Party.
- 10.16 The provisions of this Clause 10 shall survive expiry or termination of this Agreement.

11. CONFIDENTIALITY

- 11.1 Subject to Clause 12, each Party shall during the Grant Period and thereafter keep confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information ("Confidential Information") disclosed to it as a result of this Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other Party. The Recipient shall at all times comply with the Security Policy

- 11.2 The obligation of confidentiality contained in this Clause 11 shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:
- (a) at the time of its disclosure by the disclosing Party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the disclosing Party;
 - (b) is already known to the receiving Party as evidenced by written records at the time of its disclosure by the disclosing Party and was not otherwise acquired by the receiving Party from the disclosing Party under any obligations of confidence; or
 - (c) is at any time after the date of this Agreement acquired by the receiving Party from a third party having the right to disclose the same to the receiving Party without breach of the obligations owed by that party to the disclosing Party.

12. FREEDOM OF INFORMATION

- 12.1 Each Party (as the context requires, the "**Non-Responding Party**") acknowledges that the other (and, in the case of the Funder, the Nuclear Decommissioning Authority) (as the context requires, the "**Responding Party**") is subject to the requirements of the Freedom of Information Act 2000 ("**FOIA**") and the Environmental Information Regulations 2004 (or, in Scotland, the Freedom of Information (Scotland) Act 2002 and the Environmental Information (Scotland) Regulations 2004) and shall assist and co-operate with the Responding Party (at the Non-Responding Party's expense) to enable the Responding Party to comply with these information disclosure requirements.
- 12.2 Upon request the Non-Responding Party shall:
- (a) provide all necessary assistance as reasonably requested by the Responding Party to enable the Responding Party to respond to a request for information within the time for compliance set out in section 10 of FOIA or regulation 5 of the Environmental Information Regulations 2004;
 - (b) provide the Responding Party with a copy of all information in its possession or power which the Responding Party needs in order to respond to a request for information in the form that the Responding Party requires within five Working Days (or such other period as the Responding Party may specify) of the Responding Party requesting that information; and
 - (c) transfer to the Responding Party any request for information received by the Non-Responding Party which relates to information held by the Responding Party as soon as practicable after receipt and in any event within two Working Days of receiving a request for information.



- 12.3 The Disclosing Party shall be responsible for determining at its absolute discretion whether any information it holds:
- (a) is exempt from disclosure in accordance with the provisions of FOIA or the Environmental Information Regulations 2004 (or, in Scotland, the Freedom of Information (Scotland) Act 2002 and the Environmental Information (Scotland) Regulations 2004); or
 - (b) is to be disclosed in response to a request for information,
- and shall thereafter notify the Non-Disclosing Party of any such decision.
- 12.4 The Recipient acknowledges that the Funder may be obliged under FOIA or the Environmental Information Regulations 2004 (or, in Scotland, the Freedom of Information (Scotland) Act 2002 and the Environmental Information (Scotland) Regulations 2004) to disclose information:
- (a) without consulting with the Recipient; or
 - (b) following consultation with the Recipient and having taken its views into account,
- provided always that where Clause 12.4(b) applies the Funder shall take reasonable steps, where appropriate, to give the Recipient advanced notice, or failing that, to draw the disclosure to the Recipient's attention after any such disclosure.
- 12.5 Each Party shall ensure that all information produced in the course of this Agreement or relating to this Agreement is retained for disclosure and shall permit the other Party, subject to the giving of reasonable prior notice, to inspect such records as requested from time to time.
- 12.6 Notwithstanding any other term of this Agreement, the Recipient consents to the Funder publishing this Agreement in its entirety, (but with any information which is exempt from disclosure appropriately redacted) including changes to this Agreement agreed from time to time.

13. DATA PROTECTION

- 13.1 Both Parties will comply with all applicable requirements of and all their obligations under the Data Protection Legislation which arise in connection with this Agreement.
- 13.2 [To the extent that the Funder and the Recipient share any Personal Data for the purposes of this Agreement, the Parties accept that they are each a separate



independent Controller in respect of such Personal Data. Each Party, in respect of its Processing of Personal Data:

- (a) shall comply with the applicable Data Protection Legislation;
- (b) will be individually and separately responsible for its own compliance;
- (c) does not and will not Process any Personal Data as a Joint Controller with the other Party; and
- (d) shall comply with the provisions of Schedule 2.

13.3 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, which shall be, at the minimum, compliant with the requirements of the Data Protection Legislation in relation to security.

14. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT

14.1 The Funder's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Funder's other rights and remedies, the Funder may at its discretion vary, withhold or suspend, in whole or part, payment of the Grant and/or require repayment of all or part of the Grant if:

- (a) the Recipient uses the Grant for purposes other than those for which they have been awarded;
- (b) any of the requirements in clause 3.1 are not met;
- (c) any of the Project Aims are not achieved within the Grant Period;
- (d) any of the Project Milestones are not achieved as detailed in Schedule 1.
- (e) the Recipient is, in the reasonable opinion of the Funder, delivering the Project in a negligent manner;
- (f) in the reasonable opinion of the Funder:-
 - (i) the Project Aims are not likely to be achieved; or
 - (ii) the Recipient does not, or will not have sufficient resources to deliver the Project.
- (g) the Recipient applies any part of the Grant towards Ineligible Expenditure;
- (h) the Recipient fails to declare Match Funding or accepts Match Funding which the Funder has rejected;
- (i) the Recipient obtains duplicate funding from a third party for the Project;

- (j) the Recipient obtains funding from a third party which, in the reasonable opinion of the Funder, undertakes activities that are likely to bring the reputation of the Project or the Funder into disrepute;
 - (k) the Recipient provides the Funder with any materially misleading or inaccurate information;
 - (l) the Recipient commits or committed a Prohibited Act;
 - (m) any member of the Governing Body, employee, student or volunteer of the Recipient who is connected to the Project has:
 - (i) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project; or
 - (ii) taken any actions which, in the reasonable opinion of the Funder, bring or are likely to bring the Funder's name or reputation into disrepute;
 - (n) the 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);
 - (o) the Recipient becomes insolvent, 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;
 - (p) a decision by a UK Court or UK Tribunal requires any Grant paid to be recovered because it was awarded other than in accordance with the Subsidy Control Regulations or as a result of any obligation arising under English law or where the Funder is required to repay the Grant; or
 - (q) the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 60 days of receiving written notice detailing the failure.
- 14.2 Wherever under this Agreement any sum of money is recoverable from or payable by the Recipient (including any sum that the Recipient is liable to pay to the Funder in respect of any breach of this Agreement), the Funder may deduct that sum from any sum then due, or which at any later time may become due to the Recipient under this Agreement or under any other agreement or contract with the Funder.
- 14.3 The Recipient shall make any payments due to the Funder without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.



- 14.4 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement it will notify the Funder as soon as possible so that, if possible, and without creating any legal obligation, the Funder will have an opportunity to provide assistance in resolving the problem or to take action to protect the Funder and the Grant monies.
- 14.5 Should the Recipient deliver the Project under budget, with part or the entire Grant being unspent, any unspent amount shall be repayable to the Funder in accordance with Clause 14.6 below.
- 14.6 Where the repayment provisions of this Clause 14 apply, the Recipient shall transfer the amount required by the Funder to be repaid (up to the total value of the Grant) to the Funder (save in the case of the provisions of Clause 14.1(f) exclusively applying, where the unspent amount of the Grant shall be repayable), or an entity or purpose nominated by the Funder, within 10 Working Days of the Funder giving the Recipient notice.

15. LIMITATION OF LIABILITY

- 15.1 Neither Party excludes or limits its liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation or any other liability which cannot be limited or excluded by law.
- 15.2 The Funder accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant. The Recipient shall indemnify and hold harmless the Funder, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.
- 15.3 The Funder's liability under this Agreement is limited to an amount equal to the value of the Grant.

16. WARRANTIES

The Recipient warrants, undertakes and agrees that:



- (a) it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);
- (b) it has not committed, nor shall it commit, any Prohibited Act;
- (c) it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Funder immediately of any significant departure from such legislation, codes or recommendations;
- (d) it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
- (e) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (f) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (g) all financial and other information concerning the Recipient which has been disclosed to the Funder is to the best of its knowledge and belief, true and accurate;
- (h) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;
- (i) it is not aware of anything in its own affairs, which it has not disclosed to the Funder or any of the Funder's advisers, which might reasonably have influenced the decision of the Funder to make the Grant on the terms contained in this Agreement;
- (j) any design work carried out to date does not go beyond that necessary to assess the costs required to fund the Project;
- (k) it has not and will not apply for or receive other funding which may amount to a subsidy in accordance with the Subsidy Control Regulations; and
- (l) it shall immediately give notice to the Funder upon any of the provisions of this Clause 16 being incorrect.

17. INSURANCE

- 17.1 The Recipient shall effect, or ensure that its contractors or agents effect, and maintain with a reputable insurance company a policy or policies in respect of all risks which

may be incurred by the Recipient, arising out of the Recipient's performance of the Project and this Agreement, including death or personal injury, loss of or damage to property or any other loss (the "**Required Insurances**").

- 17.2 The Required Insurances referred to above include (but are not limited to):
- (a) public liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project; and
 - (b) employer's liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project.

The Recipient shall (on request) supply to the Funder a copy of such insurance policies and evidence that the relevant premiums have been paid.

18. DURATION

- 18.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until expiry of the Grant Period or for so long as any Grant monies remain unspent by the Recipient, whichever is longer.
- 18.2 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of this Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

19. TERMINATION

- 19.1 The Funder may terminate this Agreement and any Grant payments on giving the Recipient six months' written notice for any reason.
- 19.1 If the Funder has required that the University procures rights, or replaces or modifies an item pursuant to clause 10.10, but this has not avoided or resolved the IPR claim, then the Funder may terminate this Contract by written notice with immediate effect.
- 19.2 If the researcher withdraws from the project at any point, the Funder may terminate the agreement by providing 6 months' notice.

- 19.3 Unless otherwise agreed in writing by the Parties, on expiry or termination of this Agreement for any reason:
- (a) each Party shall promptly return any Confidential Information of the other Party that it then holds (and all copies of such Confidential Information in whatever form or media held) to the other Party. Each Party shall certify to the other in writing that it has not retained any copies of Confidential Information;
 - (b) without prejudice to the right of any Postdoctoral Research Associate whose work is in part funded by the Grant to continue and / or publish their research as set out in Clause 10.5 (but acknowledging that the Funder shall not be required to provide any further payment for such activities), the Recipient shall cease all work under the Agreement and promptly repay to the Funder any of the Grant still held by the Recipient which has not been disbursed toward Eligible Expenditure as at the effective date of expiry or termination;
 - (c) the Recipient shall provide reasonable assistance to the Funder to ensure a smooth handover of any documents, data or information used by the Recipient in allocating and managing the Grant as Funder may deem necessary (subject to the Parties agreeing any reasonable charge for such assistance);
 - (d) all rights and licences to use any licensed materials (including the trade-marks or branding of the Funder) shall cease.
- 19.4 If this Agreement is terminated the Recipient shall repay to the Funder all or any part of the Grant which has not at the date of termination been spent on Eligible Expenditure. If the Funder exercises its right to terminate this Agreement pursuant to Clause 19.1 above, it shall reimburse the Recipient for any non-cancellable costs incurred by the Recipient in performing its duties up to the date of termination, subject to the Recipient's mitigation of such costs and with the Funder's liability for such costs not to exceed an amount equal to the value of the Grant.
- 19.5 The provisions of this Clause 19 shall survive expiry or termination of this Agreement.

20. ASSIGNMENT

The Recipient may not, without the prior written consent of the Funder, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.



21. WAIVER

No failure or delay by either Party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

22. NOTICES

All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, or mailed (first class postage prepaid) to the address of the relevant Party, as referred to above or otherwise notified in writing. If personally delivered 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.

23. DISPUTE RESOLUTION

- 23.1 In the event of any complaint or dispute, which does not relate to the Funder's right to withhold funds or terminate this Agreement, arising between the Parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the Project Manager or any other individual nominated by the Funder from time to time and a nominated representative of the Recipient.
- 23.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Project Manager or other nominated individual and the Recipient's nominated representative, as the case may be, either Party may refer the matter to the Head of Financial and Commercial at the Funder and the [REDACTED] of the Recipient with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the Funder and the Recipient.
- 23.3 In the absence of resolution under Clause 23.2 within 28 days of the referral of the dispute to their representatives, the Parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both Parties). Unless otherwise agreed, the Parties shall bear the costs\ and expenses of the mediation equally.



24. NO PARTNERSHIP OR AGENCY

This Agreement shall not create any partnership or joint venture between the Funder and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other Party.

25. JOINT AND SEVERAL LIABILITY

Where the Recipient is not a company or an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this Agreement.

26. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

26.1 Subject to Clause 25.2, this Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

26.2 The Nuclear Decommissioning Authority shall, pursuant to the Contracts (Rights of Third Parties) Act 1999, be entitled to enforce any of the Funder's rights under this Agreement and any term in this Agreement which directly or indirectly prevents or attempt to prevent the Nuclear Decommissioning Authority from exercising those rights shall have no legal effect.

27. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

28. VARIATION

No variation of this Agreement shall be valid unless it is in writing and signed by, or on behalf of, each of the Parties.

29. NOVATION AND ASSIGNMENT

29.1 The Funder shall be entitled to assign, novate or transfer its interest in this Agreement to the Nuclear Decommissioning Authority, or a party nominated by the Nuclear Decommissioning Authority without:



- (a) the consent of the Recipient;
- (b) requiring the consent of any third party; or
- (c) incurring any payment obligation or other additional liability.

29.2 The Recipient shall provide such assistance in effecting any assignment novation or transfer of the Funder's interest in this Agreement, including entering into such instruments to give effect to such transactions as the Funder may reasonably require.

IN WITNESS whereof the Parties have executed this Agreement the day and year first before written.



OFFICIAL
NWS Management System

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Signature

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Signature

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Schedule 1

Project Milestones & Project Aims

Project Aims

Project Milestones

Schedule 2 Data Protection

1. The Parties acknowledge that for the purpose of Data Protection Legislation the Recipient is the Controller of any Personal Data processed by it pursuant to the Project. To the extent that the Recipient and the Funder share any Personal Data for the purposes specified in paragraph 5 below, the Parties acknowledge that they are each separate independent Controllers in respect of such data.
2. On request from the Funder, the Recipient will provide the Funder with all such relevant documents and information relating to the Recipient's data protection policies and procedures as the Funder may reasonably require.
3. Subject to paragraph 5(b), the Recipient agrees that the Funder and its Representatives may use Personal Data which the Recipient provides about its staff and partners involved in the Funded Activities to exercise the Funder's rights under this Grant Funding Agreement and or to administer the Grant or associated activities. Furthermore, the Funder agrees that the Recipient and its Representatives may use Personal Data which the Funder provides about its staff involved in the Funded Activities to manage its relationship with the Funder.
4. The Recipient agrees that the Funder may share details of the Grant, including the name of the Recipient's organisation, with the UK Government and that these details may appear on the Government Grants Information System database which is available for search by other funders.
5. The Funder and the Recipient shall:
 - (a) ensure that the provision of Personal Data to the other Party is in compliance with the Data Protection Legislation (including by ensuring all required fair processing information has been given to affected Data Subjects); and
 - (b) ensure that it only shares Personal Data with the other Party to the extent required in connection with Funded Activities.
6. Where a Party (the "**Data Receiving Party**") receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data shared pursuant to this Grant Funding Agreement:
 - 7.1. the other Party shall provide any information and/or assistance as reasonably requested by the Data Receiving Party to help it respond to the request or correspondence, at the Data Receiving Party's cost; or

- 7.2. where the request or correspondence is directed to the other party and/or relates to the other Party's Processing of the Personal Data, the Data Receiving Party will:
- (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.

Schedule 3

Security Policy

Security requirements

1. **Security Classification**

The contract classification will be OFFICIAL

The maximum classification of information processed or stored under the contract will be OFFICIAL

2. **Security Provisions**

Prior to contract award there may be the requirement for a security assurance visit. The Funder retains the right to carry out assurance visits of the Recipient's premises in order to confirm that these security requirements are being met.

3. **Security Policy Requirements**

The Recipient shall comply with the requirements for the protection of the various classifications of information set out in the following documents:

- IPPR01-TAC09 - "Information Security Responsibilities for Contractors Handling 'OFFICIAL' Information outside NDA Premises"
- IPPR01-TAC10 - "Cyber Essentials in the NDA"
- IPPR01-TAC11 - "Contractors working in non-NDA locations"
- SCP03 - "Information Security Policy"
- SCP04 - "Clear Desk Policy"
- SCP07 - "Business Travel and Working With NDA Issued Equipment in Overseas Locations"
- SCP08 – "Mobile and Remote Working Policy"

Further information on security markings is available from:

<https://www.gov.uk/government/publications/government-security-classifications>

4. **Legal Requirements**

The Recipient must comply with their legal obligations, including those defined in:

- The Data Protection Act 2018 (alongside EU GDPR)
- Computer Misuse Act 1990

5. **Cyber Essentials**

The Recipient will be required to ensure that any IT Network, part of an IT network, or IT equipment used for OFFICIAL information under the Grant Agreement (including any used by sub-contractors) is operated and maintained in accordance with the technical requirements prescribed under the Government's Cyber Essentials Scheme.

The level of verification required against this contract will be a minimum of **Cyber Essentials**. The Funder requires the Recipient to provide assurance that these technical requirements are being complied with. Assurance must be provided through verification by a technically competent, independent third party to a minimum level equivalent to Cyber Essentials.

The Funder will maintain a right to audit the Recipient's premises to assure that security standards are maintained. The Funder may terminate the Grant Agreement if **Cyber Essentials** Certification is not maintained on an annual basis.

6. **Information Security and Resilience**

The Funder seeks assurance that the Recipient provides an acceptable standard of leadership and governance, risk management, incident response and security by design in relation to information security. The Recipient shall provide a summary of these information security capabilities and key members of staff responsible for managing information security with respect to the Grant Agreement

If the Recipient proposes to host or process data in a Cloud-based system or service, then the Recipient shall evidence how they have or will address all the NCSC cloud security principles outlined in:

<https://www.ncsc.gov.uk/collection/cloud-security?curPage=/collection/cloud-security/implementing-the-cloud-security-principles>

All data should be hosted and processed in the UK. Where the Recipient is unable to satisfy this requirement, then this must be identified in the Request for Postdoctoral Research Funding to enable the Funder to make a risk-based decision on the acceptability of a proposed solution where the Funder's information classified at OFFICIAL may be hosted and stored in the EEA. No Funder's information may be hosted or Processed outside the UK or EEA.

The Recipient must ensure its employees and sub-contractors comply with SCP07 when wishing to travel abroad whilst carrying the Funder's information and/or the Funder's ICT equipment.

The Recipient shall provide evidence that all IT systems to be used in the management and delivery of this CTS are routinely tested and patched for vulnerabilities. The Funder retains the right to request and receive copies of the most recent security reports for these systems, including penetration tests performed by a credible external security consultant e.g. <https://www.nccgroup.trust/uk/> or <https://www.contextis.com/en/>

The Recipient shall demonstrate that all its personnel are trained to recognise all forms of online fraud.

The Recipient shall inform the Funder whether it holds the following or other equivalent certifications and accreditations:

- ISO27001
- ISO31000

Under the Grant Agreement, the Recipient shall not share any of the Funder's confidential information with PhD Students unless that information is already in the Public Domain or unless that information is approved for release into the Public Domain by the Funder's Information Asset Owner, where necessary in consultation with the Funder's Chief Information Security Officer (CISO).

7. Personnel Security

The Recipient shall ensure that all employees, consultants, professional advisors and approved sub-suppliers who will be granted access to any Funder Information, IT systems or require unescorted access to Funder premises; hold a minimum of the Baseline Personnel Security Standard (BPSS) prior to access being granted, subsequent to contract award.

The BPSS comprises verification of the following four main elements, described below:

- Identity
- Nationality and Immigration Status (including an entitlement to undertake the work in question)
- Employment history (past 3 years)
- Criminal record (unspent convictions only)

Additionally, individuals are required to give a reasonable account of any significant periods (6 months or more in the past 3 years) of time spent abroad.

In respect of any Recipient employees already holding a BPSS or a National Security clearance who would be required to work on the Recipient's IT network or that of the NDA or have unescorted access to NDA/ Funder premises; but where the NDA is not the Vetting Authority, the Recipient shall, prior to any work commencing provide Funder's contract manager with the employee's name, date of birth, the level of clearance they hold and the contact details of the relevant vetting sponsor and or authority, to enable the clearance to be confirmed by the NDA Vetting Team.

If a contract with a supplier requires the exchange of OFFICIAL information (including (OFFICIAL SENSITIVE but excluding OFFICIAL SENSITIVE:SNi)); but does not require personnel to access the NDA/ Funder IT network or have unescorted access to NDA/ Funder premises; the suppliers own pre-employment

screening procedures (if in accordance with the Baseline Personnel Security Standard); can be used as evidence of compliance. This could include the use of a third-party provider.

There are no Funder specific personnel security requirements for PhD Students who are recipients of funding to conduct research; it is expected that such individuals will follow the normal student clearance and identity checks employed by the Recipient, and that confirmation of this (including details of each individual's nationality) will be provided to the Funder prior to the start of any research project by the Recipient.

8. 3.7 Physical Security

The Recipient shall adopt appropriate physical protection measures to ensure that information and associated assets are protected against a wide range of threats.

Physical security measures should be deployed in a defence in depth approach that provides layers of protection based on the Classification to ensure that the approach is proportionate to the threat.

The types of controls that could be in place to mitigate physical security risks may include, but not be limited to, those listed below:

- Physical segregation measures should be in place such as controlled entry/exit/access and egress points for buildings, rooms and more vulnerable specialist areas using walls, floors, ceilings, doors and windows.
- Alarm systems should be considered for monitoring access to those rooms and areas and communications pathways, where information and associated assets may be stored or processed.
- A CCTV system can be an effective protection mechanism for both internal and external use.
- Additional containers may be required even within defined secure areas to protect hard copy information or to provide additional protection to sensitive data stores and system components such as servers.
- Technology should be sited in a manner to mitigate the risk of overlooking and overhearing from personnel without a need to know. In many modern buildings an open plan environment is favoured but this must be balanced by maintaining the need to know where sensitive information is potentially at risk.
- Where media (of all types) is used to transfer information, physical security risks to include loss and/or theft of such media should be mitigated.
- Where remote working is required operationally, suppliers should have a clear understanding of the risks involved and should have measures in place to mitigate them adequately, supported by a mobile working policy.
- OFFICIAL-SENSITIVE information may, upon agreement of the Funder, be stored in a variety of locations and systems and the environmental controls for all these locations should be considered to ensure that information and associated assets are not damaged or destroyed by changes in conditions.
- Where media (of all types) is used to transfer SNI, physical security risks to include loss and/or theft of such media should be mitigated.

OFFICIAL

- Where remote working on SNI is required operationally, duty holders should have a clear understanding of the risks involved and should have measures in place to mitigate them adequately, supported by a mobile working policy.
- SNI may be stored in a variety of locations and systems and the environmental controls for all these locations should be considered to ensure that information and associated assets are not damaged or destroyed by changes in conditions.

When considering measures for the protection of OFFICIAL SENSITIVE (all descriptors), the use of a Classified Material Assessment Tool (CMAT) is advocated.

Schedule 4 Expert Determination

1. The Funder and the Recipient shall agree on the appointment of an independent Expert and shall agree with the Expert the terms of their appointment.
2. If the Funder and the Recipient are unable to agree on an Expert or the terms of their appointment within seven days of either Party serving details of a suggested expert on the other, either such Party shall then be entitled to request [Licensing Executives Society] to appoint an Expert of repute with international experience in licensing of [] and for the [Licensing Executive Society] to agree with the Expert the terms of appointment.
3. The Expert is required to prepare a written decision including reasons and give notice (including a copy) of the decision to the Funder and the Recipient within a maximum of two months of the matter being referred to the Expert.
4. If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this clause then:
 - (a) either Party may apply to [Licensing Executives Society] to discharge the Expert and to appoint a replacement Expert with the required expertise; and
 - (b) this clause shall apply to the new Expert as if they were the first Expert appointed.
5. All matters under this clause must be conducted, and the Expert's decision shall be written, in the English language.
6. The Funder and the Recipient are entitled to make submissions to the Expert including oral submissions and will provide (or procure that others provide) the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision.
7. To the extent not provided for by this clause, the Expert may in their reasonable discretion determine such other procedures to assist with the conduct of the determination as they consider just or appropriate.
8. The Expert shall act as an expert and not as an arbitrator. The Expert's written decision on the matters referred to them shall be final and binding on the Funder and the Recipient in the absence of manifest error or fraud.
9. The Expert may direct that any legal costs and expenses incurred by a Party in respect of the determination shall be paid by the other Party to the determination on the general principle that costs should follow the event, except where it appears to the Expert that, in the circumstances, this is not appropriate in relation to the whole or part of such costs. The Expert's fees and any costs properly incurred by them in arriving at their determination

(including any fees and costs of any advisers appointed by the Expert) shall be borne by the Parties equally.

- 10 All matters concerning the process and result of the determination by the Expert shall be kept confidential among the Parties and the Expert.
- 11 Each of the Funder and the Recipient shall act reasonably and co-operate to give effect to the provisions of this clause and otherwise do nothing to hinder or prevent the Expert from reaching their determination.
- 12 The Expert shall have no liability to the Parties for any act or omission in relation to this appointment, save in the case of bad faith.