

Our Ref: [insert reference number]

Date: [insert date]

[insert full name of organisation]

[insert full postal address of organisation]

For the attention of [insert name]

Dear [insert name]

Re: [insert name of project] (the “Project”)

The University of Exeter, incorporated under Royal Charter (RC000653) of Northcote House, The Queen’s Drive, Exeter, EX4 4QJ (the “**University**”) **has been awarded a grant from The Medical Research Council (the “Funder”) from the XXXXXX** in respect of the Project (having grant ref MR/Z000068/1 dated 01 May 2024) (“**Main Grant**”), the terms of which are attached as Schedule 1 hereto (the “**Main Grant Terms**”).

For the purposes of this Letter, and only where applicable, any references to “Industry Partner” are references to the industry partner that You state in your Application You are collaborating with on this Project.

Further to your application dated [] for the Project and appended at Schedule 3 hereto (the “**Application**”), I am pleased on behalf of the University, to offer [insert full legal name and designation of organisation] (“**you**” or “**You**”), a Sub-award under the Main Grant for your Project subject to Main Grant Terms. The funding is awarded under this letter (the “Letter”) on the following conditions:

1. The tasks to be undertaken by You under this Sub-award are those set out in your Application. You shall perform these tasks using all due diligence, skill and care, and shall be bound by and comply with the Main Grant Terms.
2. Where the Funder has a right against the University in the Main Terms, You agree that the University has such corresponding rights against you; and where the University is under an obligation to the Funder (for example on reporting) you shall do all such things as the University may require to enable its compliance with the Main Grant Terms.
3. You undertake not to conduct yourself (whether by act or omission of you, your agents, employees and/or subcontractors) in such a manner that would cause the University to be in breach of its obligations under the Main Grant Terms. You shall be responsible to the University for any and all losses caused by any such conduct (whether by act or omission of you, your agents, employees and/or subcontractors), including on the same basis that the University is liable to the Funder or any other party under the Main Grant Terms.
4. The funding to be provided to you under this Sub-award for the Project is detailed in the payment schedule contained in Schedule 2 hereto.

5. You agree and acknowledge that it is important to the Funder that outputs from the Sub-award are made openly available in a manner that supports further research efforts, and that patents are only filed in respect of discoveries made where it is in the best interest of scientific progress. You further acknowledge the expectation of the Funder that there will be limited (if any) protectable results generated as part research funded. You will also ensure as a condition of this funding sub-award that the contract with your Industry Partner contains terms which reflect and do not conflict with the expected allocation of intellectual property under the Main Grant Terms.
6. The liability of either party to the other for any breach, negligence or arising in any other way out of the subject matter of the agreement contained herein, will not extend to (i) any indirect damages or losses or to (ii) any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity, whether direct or indirect, even if the party bringing the claim has advised the other of the possibility of those losses, or if they were within the other party's contemplation.
7. The total aggregate liability of each party to the other for all and any breaches hereunder, any negligence or arising in any other way out of the subject matter of this Letter, the Project and any results, will not exceed twice the value of the total budget to be awarded to You in Schedule 2 hereto, except to the extent that University's liability to the Funder is higher, in which case Your liability shall match that level of liability of the University.
8. Nothing contained herein limits or excludes either party's liability for death or personal injury, fraud, any loss or damage caused in a deliberate breach of the terms of this Letter, breach of confidentiality or any liability which cannot be limited by law.
9. Any additional conditions which apply to this Sub-award are set out in Schedule 2 to this Letter. Additional terms only override the Main Grant if expressly stated.
10. This Sub-award Letter shall be regarded as though it were a complementary agreement to the Main Grant Terms. In the case of any conflict, this Letter, then the Main Grant Terms, shall prevail. Nothing contained in this Sub-award shall be so construed or interpreted in any way as to diminish or alter the rights of the provider of the Main Grant as set out in the Main Grant Terms.
11. This Letter and the Sub-award may be terminated at any time immediately by us if the Main Grant terms are breached by you or the Funder terminates the Main Grant. We may also terminate this Letter and the sub-award upon thirty (30) days written notice without cause.

The terms of this Letter and the Main Grant / Main Grant Terms are confidential. In addition, if we share other confidential information between us for the Project then we each undertake not to share that confidential information except with our employees, agents, directors, consultants and/or contractors who require to receive such information in relation to the Project and are bound by suitable duties of confidence. These obligations do not apply where a party is required to disclose by law or in response to a freedom of information request; or to a disclosure to the Funder as required by the Main Grant Terms. The following information is not confidential: (i) information that was already known to a party prior to signing hereof; (ii) information that is already public or subsequently becomes public knowledge through no fault of a party; (iii) information that is lawfully received from a third party not in breach of confidence; and (iv) information generated independently of the confidential information.

This Letter shall be governed and construed in accordance with the laws of England and the English Courts shall have exclusive jurisdiction.

This offer of funding for your Project is valid for 2 weeks (“**Validity Period**”). I should be grateful if you could arrange for both copies of this Letter to be signed and dated by an authorised signatory and return one to me for the University’s records. The other should be retained by you for your own records.

Note that if a signed copy of this Letter is not received by the University after the end of the Validity Period, then the University reserves the right to review and award funding to other projects. You will be notified if we decide to do this.

Yours sincerely

[insert name of authorised signatory]

Signed for and on behalf of **The University of Exeter**

Signature: _____

Name: _____

Title: _____

Date: _____

Signed for an on behalf of **[insert full legal name of organisation]**

Signature: _____

Name: _____

Title: _____

Date: _____

These are the Schedules referred to in the foregoing Sub-award Letter between The University of Exeter and [insert full legal name of organisation]

Schedule 1

Main Grant Terms

[UKRI-020424-FECGrantTermsConditionsApril2024.pdf](#)

[Medical Research Council standard terms and conditions of grant](#)

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Schedule 2

Payment Schedule

Sub-award commencement date: [insert date of commencement of the main grant or other relevant date]

Sub-award end date: [insert date of termination stated in the main grant or other relevant date] unless the Main Grant terminates early for any reason, in which case this Sub-award will also terminate on that earlier date.

The University shall pay to you, in consideration of the work carried out under this Sub-award, the total sum of [xxx]. All sums are inclusive of VAT, if applicable.

Payments shall be made subject to the receipt of sufficient funds from the provider of the Main Grant and within 30 days of receipt of quarterly invoices from you. Funding shall only be used in accordance with the Main Grant Terms.

Claims for actual expenditure to be submitted to the University quarterly in arrears. In order to claim for actual expenditure, you shall submit a statement of expenditure detailing spend by budget category by email to [XXXX] quoting reference [XXXX]

Once received, the University will review statement against the project budget and will issue a PO number to you. Once the PO number has been issued, you shall submit official invoice containing the PO number to the University's finance office for by email to **invoices@exeter.ac.uk**

Payments shall be made within thirty days of receipt of a valid invoice.

A final statement of expenditure will be required from you within one month following the Sub-award end date shown above, including all details required by the Main Grant.

Additional Conditions

1. If applicable, it is a condition of the Sub-award that a written contract is put in place between you and the Industry Partner for the Project before the University will authorise release of any funds hereunder. You shall ensure that this written contract with the Industry Partner is consistent with and reflects the requirements of the Main Grant Terms, in particular, in relation to intellectual property and publication. You shall provide a copy of the signed written contract with your Industry Partner to the University as soon as possible after the date of signing hereof and shall ensure that the Industry Partner has consented in writing to provision of such contract to both the University and the Funder. No funds will be released unless and until such written contract is made available to the University.
2. Industry contribution: shall be as set out in the Application and you shall ensure that the agreement between them and you reflect what was proposed in the Application unless a change has been agreed in writing by us (as this may also require agreement from the Funder).
3. Subsidy Control: The sums paid to you hereunder represent non-economic activity for the purposes of the Subsidy Control Act 2022. However, in your collaboration with Industry Partner you shall ensure that you take account of and comply with the Subsidy Control Act 2022 and that the agreement between you and them reflect the same.
4. Reporting: All reporting shall comply with the Main Grant Terms including but not limited to conditions AC8 and RGC 10. In addition,
 - a. Quarterly reviews with FGx project management team will be required; and
 - b. it is a condition of the Sub-award that a final report form will be completed and submitted to the University within 6 weeks following completion of the Project. No formal written reports are required during the Project duration, but it is expected that the University will receive regular (quarterly) informal updates. A copy of the required reporting template is at Annex 1 hereto.
5. You shall procure that in carrying out the Project, you will comply with all applicable laws, regulations and statutes, including those relating to anti-bribery as detailed in the Bribery Act 2010 and other analogous legislation and to the extent that the Main Grant Terms requires compliance with certain policies and regulations and you don't have policies and regulations that comply with the Main Grant Terms, you hereby agree to comply with the University's policies and regulations

Annex 1 – Reporting Template

Innovation and Collaboration Fund Final Report Form

The project evaluation report is essential to allow the Initiative to track the outputs of its awards, and may also contribute to decisions regarding future funding priorities.

Completing and returning this report is a condition of the project grant.

1. Applicant Details:			
Primary Contact		Primary Contact Email	
Organisation			
2. Project Details & Application Process			
Project Title			
Project Start & End Date			
How satisfied were you with the application process for the FGx Innovation and Collaboration fund? Is there anything we can improve?	Not at all/Not very/Somewhat/Very/Extremely satisfied		
3. Project Achievements			
How successful was the project in achieving its objectives?	Greatly below/below/as expected/ above/greatly above expectations		
Please give an overview of your objectives and indicate whether they were completed or not. If certain objectives have not been achieved please detail why.			
Could anything have been done differently to achieve these objectives? Are there any plans to address the objectives that weren't met?			
How would you rate the project outputs?	Greatly below/below/as expected/ above/greatly above expectations		
Please give an overview of your projects research outputs.			
What actions have you taken to build on the research outputs of this project? For example <ul style="list-style-type: none"> Follow on grant funding applications made/awarded 			

<ul style="list-style-type: none"> Further collaborations with FGx planned/started 	
5. Collaboration	
What benefits has the project team seen from engaging with the initiative?	
6. Any Other Comments	
Is there anything else you would like us to know?	

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Schedule 3

[Insert application for the sub-award from the awardee]

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