

Dr XXXX
School of XXXXXX,
University XXXXXX,
<<Registered Address>>

("The Awardee")

Reference: XXXXXXXXXXXX

<<Letter Date>>

Dear <PI XXXXX>,

Thank you for submitting your funding call application titled "**XXXXXXXXXXXXXXXXXXXXXXXXXXXX**" to the Artificial Intelligence and Augmented Intelligence for Automated Investigations for Scientific Discovery (AI3SD), an EPSRC funded activity, at the University of Southampton. We are pleased to inform you that your application has been successful subject to your acceptance of the terms and conditions contained herein.

Your project has been assigned the reference **XXXXXXXXXXXX**, which should be used in all future correspondence.

Terms and Conditions

This letter of award together with Schedule 1 and your application shall together create the entire agreement between the University of Southampton and the Awardee (the "Contract").

We very much hope the above is acceptable to you and to confirm acceptance of the award and the Contract. Can you please return a signed copy of this letter via PDF to s.kanza@soton.ac.uk:

Yours sincerely,

University of Southampton

On behalf of the University of **XXXXXXXX**, I agree to the full terms and conditions of this award. I confirm that <name of PI> is eligible to receive Engineering and Physical Sciences Research Council funding and that a fully executed collaboration agreement is in place, or will be in place prior to commencement, between all partners listed in the application submitted to the University of Southampton.

Name: _____

Job title: _____

Date: _____

Schedule 1 Terms and conditions

1. The EPSRC through United Kingdom Research and Innovation (UKRI) (the “**Research Council**”) has awarded the University of Southampton (the “**University**”) funding for the scheme.
2. These terms set out the conditions that apply to the Project made available by the Research Council via the University to the Awardee, to enable the Awardee to undertake the project detailed in the Awardee’s funding call application (the “**Project**”) with and on behalf of a partner (if applicable). The Awardee shall ensure that these terms apply to any collaboration agreement in place between the partners listed in the application.
3. The Contract is subject at all times to the existence of the Research Council’s standard grant terms, as amended by the Research Council from time to time (which are available at <http://www.bbsrc.ac.uk/funding/awardholders/granholders.aspx>).
4. The Awardee warrants (and the Awardee procures that its Project partner also warrants) they are and shall remain eligible to receive funding from the Research Council. Details of eligibility are available at <http://www.bbsrc.ac.uk/web/FILES/Guidelines/grants-guide.pdf>
5. The Awardee shall ensure that it fulfils its allocated tasks in the Project with all due skill and care, in accordance with good academic practice and in a timely manner.
6. The Awardee shall (and the Awardee procures that its Project partner shall also) cooperate fully with the University and use all reasonable endeavours to ensure that it does not do anything, or fail to do something that would cause the University to be in breach of its obligations to the Research Council and shall comply with reasonable requests by the University in relation to same. The Awardee agrees (and the Awardee procures that its Project partner also agrees) to use all reasonable endeavours to attend and/or contribute to events within their relevant area of expertise when asked by the Research Council or the University.
7. This Contract shall come into effect upon signature of both parties, which must be executed within 3 months of the Award Date, and shall terminate on acceptance of the Project Completion Form by the University. Failure to meet this will result in the offer being withdrawn without any liability to the University or Research Council.
8. The Project must commence within 3 months of the date of the last signature to this letter of award, failure to begin within this timescale will result in the offer being withdrawn without any liability to the University or Research Council.
9. All Projects shall be completed within 6-months from the commencement date.
10. Funding for the Project will be given at 80% of full economic cost of the Project, up to the value stated in the application (but in no event to exceed £40,000.00), paid quarterly in arrears. Any amounts paid by the University are deemed to be inclusive of VAT, if applicable, at the prevailing rate. The Awardee shall be responsible for its VAT obligations. The University shall pay the Awardee for Projects on acceptance by the University of the Project Completion Form. Payments properly due shall be paid within 30-days following receipt of a valid invoice. All invoices shall include a statement of actual expenditure incurred referenced against the specific

budget headings as set out in the Project. For further details on costing's and overheads see EPSRC's Full Economic Costing (FEC) Guides:

<https://epsrc.ukri.org/funding/applicationprocess/fundingguide/resources/>

11. The University shall have no obligation to make any payment to the Awardee where the University has not received sufficient funding from the Research Council.
12. In the event that the Research Council or University requires repayment of any amount due to an act or omission of an Awardee or the Awardee's collaborator (if applicable), the Awardee shall fully reimburse the University together with an interest charged thereon by the Research Council.
13. The Awardee shall ensure the required in-kind or financial contribution to the Project as detailed in the Awardee's application are made in accordance with the funding application.
14. The Awardee shall be responsible for ensuring the Project is State Aid compliant. Where the Awardee and/or named collaborator(s) are relying on the *de minimis* exception, the Awardee shall keep appropriate records evidencing this.
15. At the end of the Project, any underspend will be returned to the University to be used in future AI3SD projects or returned to the Research Council as directed by the University, as agreed with the Research Council.
16. The Awardee shall keep financial records relating to the Project in accordance with its normal accounting practice. The Awardee acknowledges that, upon reasonable request, the University and the Research Council may audit the financial records relating to the Project.
17. Project funding may not be used to fund the purchase of equipment irrespective of value, contrary to the Research Council's standard grant terms.
18. The Awardee shall ensure that a written collaboration agreement is signed between the Awardee and the Project partner prior to the commencement of the Project, if applicable. The collaboration agreement shall include provisions on intellectual property ownership and use and publication.
19. Details of this award by the Research Council via the University may be made publically available via the Research Council or Research Council UK website(s) or other publically available websites and databases.
20. The Awardee shall deliver to the University a brief mid-term report halfway through the Project in conjunction with the first quarterly invoice. The invoice will not be accepted without the mid-term report.
21. On completion of the Project, the Awardee shall deliver to the University (and if required the Research Council)
 - i) a short report on the work carried out and resources used, which will include a public summary of the work and
 - ii) an expenditure statement. The short report may be freely published and publically disseminated, including publication on the AI3SD public website. This should be submitted along with the final invoice, for clarity the invoice will not be accepted without the final report.

22. At any time after the end of the Project, the Awardee shall provide the University with any document or report reasonably requested by the University to enable it to fulfil its obligations to the Research Council.
23. Nothing in this Contract shall prevent the University from disclosing any information which it considers necessary to disclose in order so as to comply with the Freedom of Information Act 2000 or any other statutory requirement.
24. The University's only obligation to the Awardee under these terms and conditions is to disburse the funding agreed to be disbursed by the Research Council. The University accepts no liability, financial or otherwise for any claims, damages or liabilities arising directly or indirectly out of, or from, the Project or the Project results. The Awardee and the Project partners (if applicable) are entirely responsible for the conduct of the Project and use of the results.
25. The Awardee warrants that it shall obtain all regulatory and ethical licences, consents and approvals necessary to carry out the Project prior to commencement of the Project.
26. These terms and conditions, the letter of award and the application constitutes the entire agreement between the University and the Awardee with regard to the Project and supersedes all prior and contemporaneous agreements or communications.
27. This Contract shall be governed by the laws of England and Wales.