

Standard Terms and Conditions of Grant

Energise Funding

Surrey Academic Health and Care Partnership

These grant conditions, together with the Funding Letter set out the terms and conditions on which the University of Surrey awards funding (“the Award”) on behalf of the Surrey Academic Health and Care Partnership to the Lead Applicant for the Project as defined in the Funding Letter.

The University of Surrey, a charitable body, established under Royal Charter and having its main administrative offices at Guildford, Surrey, GU27XH (“**University**”) is a member of the Surrey Academic Health and Care Partnership and has been appointed to administer a funding call on behalf of the Surrey Academic Health and Care Partnership, intended to support multi-disciplinary teams in crucial evaluation activities or the initiation of feasibility studies that aim to shift care to “Out-of-hospital” settings, enhance prevention and early detection efforts, and jumpstart research-led projects poised to deliver significant health and social care impacts.

The Lead Applicant is responsible for ensuring that the Project is carried out by it and its collaborators in accordance with these Standard Terms and Conditions of Grant.

The tasks to be undertaken by the Lead Applicant under this Award are those as detailed in the Application. The Lead applicant shall perform these tasks using all due diligence, skill and care, and shall be bound by and comply with any obligations imposed on the University by the Surrey Academic Health and Care Partnership.

You undertake not to conduct yourself (whether by act or omission) in such a manner that would cause the University to be in breach of its obligations to the Surrey Academic Health and Care Partnership and shall indemnify the University from and against any liabilities, losses, costs, or expenses incurred by the University as a result of a breach of this undertaking up to total amount of the Award.

You are required to put in place a suitable formal collaboration agreement with your collaborators which must incorporate relevant terms these Standard Terms and Conditions of Grant, particularly the basis of collaboration between the organisations including ownership of intellectual property and rights to exploitation, in a way that is proportionate to and appropriately reflects the exact nature of the collaboration. Such an agreement shall be put in place and supporting evidence provided to the University within 1 month of this Award having been made.

The Award shall start from the Project’s start date and continue until the Project’s end date as per the Application, for a maximum period of 12 months. The Project may not commence until you have formally accepted this Award and put in place an appropriate formal collaboration agreement with your collaborators.

Should the Surrey Academic Health and Care Partnership cease to exist then prior to the end date of the Project, then this Award shall also terminate on that earlier date.

The University will forward to you funds up to the maximum total sum indicated in the Funding Letter towards the cost of the Project in the following instalments:

- 50% upfront following the University's receipt of this letter countersigned by an authorised representative of your organisation; and
- 50% upon completion of the project and deliverables and receipt by Surrey of the Project Completion Form and approval by the SAHCP Board.

You accept that the eligible costs you can claim under this Award are limited to those detailed below and which shall in no event include costs accrued prior to the start of the Project or after the end of the Project.

Eligible costs:

- staff cost
- cost of workshops or events
- travel cost (limited to 2nd class travel)
- software cost/licences etc.
- consumables

You will be required to provide quarterly progress report to the SAHCP's board including amounts spent to date on the Project.

The University shall transfer the funds within 30 days from the receipt of your invoice.

Any unspent funds or funds spent on ineligible cost shall be repaid to the University.

The University is offering this Award on the basis that this is not a subsidy. You shall ensure that, in carrying out the Project, you comply with the Subsidy Control Act 2023. You shall also ensure compliance with the Data Protection Act 2018 General Data Protection Regulations 2018, the Bribery Act 2010, the Modern Slavery Act 2015 and the Criminal Finances Act 2017 and any other relevant legislation and regulations and maintain appropriate policies and procedures to comply with them, as required.

This Award shall be governed by the Laws of England and Wales and the English or Welsh Courts shall have jurisdiction to deal with any dispute which may arise out of or in connection with this Award.

The University of Surrey, along with the SAHCP partners (Surrey County Council, Surrey Heartlands, and Kent Surrey Sussex Innovation Network), does not claim any intellectual property rights from the funded projects, unless it is a Lead Applicant or a collaborator in which case the intellectual property arrangements will be as set out in the collaboration agreement. However, by accepting this funding, you agree to allow the SAHCP partners to publish the results of your projects as a case study and/or impact study.

Any unspent project funds at the end of the project term or upon early termination of the agreement will be claimed back by the Funder. The project recipient is responsible for providing a final financial statement detailing the use of the funds. The University reserves the right to review the expenditures and request the return of any unspent or improperly used funds.

The University also reserves the right to terminate the project and withdraw funding if any information surfaces about the applicant or any collaborator that could negatively impact the project or cause reputational damage to the University. In such cases, any unspent funds must be returned to the University within 30 working days.

If any dispute arises out of this Award the University and the Lead Applicant will first attempt to resolve the matter informally through designated senior representatives of each party to the dispute. If the parties are not able to resolve the dispute informally within a reasonable time not exceeding 1 month from the date the informal process is requested by notice in writing, they will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.

Attachment 1

Additional Conditions

Reporting requirements and invoicing

The Energise funding Lead Applicant must acknowledge acceptance of the support provided by signing and returning the Funding Letter. Additionally, they should promote the Award through media communications, such as press releases and social media.

The awardees will act as ambassadors for the SAHCP by attending and contributing to events within relevant areas at the request of SAHCP (or one or more of its members). During its lifetime, the SAHCP may also send an occasional survey to ascertain any additional impact from the awarded projects such as publications, product development, impact, further funding applications and so on.

There is a requirement to provide monthly reporting on project progress to the SAHCP Project Manager including an interim report highlighting any potential roadblocks and contingencies.

Within one (1) month of the Project end date, you must submit to the SAHCP a Project Completion Form, detailing the work carried out and the resources used, which must be countersigned by the Industry Partner and other collaborators. This includes a brief publishable summary which will be used by SAHCP and published on its website and form the basis of a case study and may be used for other promotional activities.

The Project Completion Form should contain:

- A summary of the Project and its outcomes;
- A list of outputs, e.g., papers, patents, new products or processes, prizes, collaborations, etc.;
- Next steps;
- Testimonial(s), ideally from Lead Applicant and all collaborators;
- Infographics related to the science;
- Technology Readiness Level (TRL) progression from pre-funding level to post-Project level and details of how the grant has helped to advance the TRL (if applicable);
- Financial details of the Project's actual expenditure against the budget. Confirmation of the Industry Partner's actual match-funding contribution is to be included also.

A full audit trail must be in place for all incurred expenditure on the project – by both the Lead Applicant and all collaborators. In addition, the Industry Partner's match-funding must be provided at cost and be exclusive of Value Added Tax.

All project-related documentation including financial records must be retained for the current financial year plus the subsequent six (6) years after the submission date of the final expenditure statement.

A Project Completion Form including all incurred expenditure on the project as well as description of the Project outcomes will be required from the Lead Applicant in order for the SAHCP to transfer the remaining 50% of the funding upon project completion. This Project Completion Form will be passed to the SAHCP Board for approval prior to the remaining funds being released. The invoice figure must agree with that shown in the Project Completion Form. Invoices will not be forwarded for payment until the Project Completion Form and the invoice have been approved by the SAHCP's Board.
