UNIVERSITY OF BIRMINGHAM

BactiVac network

TERMS & CONDITIONS

1. BACKGROUND

This Agreement sets out the terms and conditions upon which UoB has agreed to award the Grant to the Lead Applicant Institution.

2. DEFINITIONS

2.1. The following terms shall have the following meanings:

"Aid Diversion"	means any event that prevents funds being directed to the aid outcomes or recipients intended;
"Agreement"	means the Application Form, the Award Letter, the Terms and Conditions and DHSC Terms (if applicable) as amended from time to time in accordance with their terms;
"Application Form"	means the form, a copy of which is appended to the Award Letter, completed and submitted by the Lead Applicant to UoB requesting grant funding, together with any subsequent letters from and to UoB relating to the form, setting out full details of the proposed research to be carried out;
"Award Letter"	means the letter from UoB to the Lead Applicant Institution and Lead Applicant specifying the details of the financial support awarded and the research to be funded;
"BactiVac Network"	means the global bacterial vaccinology network which has been established by UoB to accelerate the development of vaccines against bacterial infections relevant to low and middle-income countries (LMICs) funded by MRC;
"Duration"	means the period for which the Grant is awarded as set out in the Award Letter;
"Final Report"	means the report to be issued by the Lead Applicant and the Lead Applicant Institution setting out, but not limited to, the Results, a report on the extent to which the stated aims of the Research have been achieved, confirmation of any exploitable Intellectual Property developed and a full account of how the Grant was spent to allow UoB to reconcile amounts spent against the Grant paid;

UKRI Medical Research Council

"Financial Irregularity"	includes (but is not limited to) potential fraud or other impropriety, mismanagement, and the use of grant for any purpose other than those stipulated in this Agreement;
"GCRF"	means Global Challenges Research Fund;
"Grant"	means the financial support to be provided by UoB in relation to the Research;
"Lead Applicant"	means the person to whom the Grant is assigned and who will be the individual principally responsible for leading and managing the Research and whose name is set out in the Award Letter;
"Lead Applicant Institution"	means the university, institution or other body to which the Grant is awarded, and which is responsible for managing the proper conduct of the Research and is accountable for financial management of the Grant;
"Intellectual Property Rights (IPRs)"	means any inventions, discoveries, materials, technologies, products, data, algorithms, software, patents, databases, copyright, moral rights, know-how, and all other intellectual property rights, whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world arising out of or in connection with the Research;
"MRC"	means Medical Research Council;
"ODA"	means Official Development Assistance;
"OECD"	means Organisation for Economic Cooperation and Development;
"Party" or "Parties"	means a party to this Agreement;
"Prohibited Act"	means: (a) directly or indirectly offering, giving or agreeing to give to any servant of UoB 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 (ii) showing or not showing favour or disfavour to any person in relation to this Agreement; (b) 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 (c) defrauding or attempting to defraud or conspiring to defraud UoB;

"Proposed Start Date"	means the date which the Lead Applicant presented within the Application Form;
"Research"	means the research, funded by the Grant, in particular Catalyst Projects and/or Catalyst Training, to be carried out by the Lead Applicant as set out in the Application form and any subsequent letters between UoB and the Lead Applicant and the Lead Applicant Institution relating to the Research, setting out full details of the proposed research to be carried out;
"Terms and Conditions"	means these terms and conditions, as amended from time to time;
"UoB"	means The University of Birmingham, registered by Royal Charter under number RC000645;
"UKRI"	means UK Research and Innovation, which coordinates seven separate Research Councils that are responsible for funding and coordinating academic research for the arts, humanities, science and engineering, including MRC which provided funding for the BactiVac Network.

3. RESEARCH PRACTICE

3.1. The Lead Applicant Institution and Lead Applicant shall ensure the Research;

3.1.1. is primarily relevant to the BactiVac Network and is compliant with ODA rules and regulations as set out by the OECD (guidance can be found athttps://www.ukri.org/wp-content/uploads/2020/10/UKRI-271020-GCRFODAGuidance.pdf); or

3.1.2. is primarily relevant to the BactiVac Network and demonstrates strong industry engagement; or

3.1.3. is primarily relevant to the BactiVac Network and is aligned to UK Health.

3.2. The Lead Applicant and Lead Applicant Institution shall ensure the Grant is used solely for the delivery of the Research and must not, without the prior written consent of UoB make any material changes to the Research.

3.3. Prior to the commencement of the Research, the Lead Applicant and the Lead Applicant Institution will obtain any and all licences, consents and approvals (including ethical approval) necessary for the conduct of the Research and will continue to hold such licences, consents and approvals during the Duration.

3.4. Where any part of the Research is to be conducted outside the UK such legal and regulatory requirements, and such licences and approvals should include those applicable in the additional countries involved.

3.5. The Lead Applicant Institution must ensure that the requirements under the UK Policy Framework for Health and Social Care Research (or equivalent) are met for managing, monitoring and for research involving NHS patients, their organs, tissues or data and the necessary arrangement are in place with partner organisations. Where it also accepts the responsibilities of a Sponsor, (as defined

in the UK Policy Framework for Health and Social Care Research), it must also ensure that the requirements of Sponsors are met.

3.6. The Lead Applicant Institution shall be responsible for managing and monitoring statutory requirements for which it accepts responsibility, for example, in relation to legislation of clinical trials, use of human organs, tissues and data.

3.7. For clinical studies involving human participants and/or patients, appropriate consent must be obtained. When collaborating with other laboratories, or where animal facilities are provided by third parties, researchers and the local ethics committee in the UK should satisfy themselves that welfare standards consistent with the principles of UK legislation (e.g. the Animals (Scientific Procedures) Act 1986) and set out in the guidance document 'Responsibility in the use of animals in bioscience research' (available at www.nc3rs.org.uk/responsibility-use-animals-bioscience-research) are applied and maintained.

3.8. The Lead Applicant Institution is expected, wherever possible, to adopt procedures and techniques which avoids the use of animals and, where this is not possible, to use the minimum number of animals consistent with obtaining valid results as humanely as possible, in particular;

3.8.1. the least sentient species with the appropriate physiology is used;

3.8.2. the number of animals used is the minimum sufficient to provide adequate statistical power to answer the questions posed;

3.8.3. the severity of procedures performed on animals is kept to a minimum. Experiments should be kept as short as possible; and

3.8.4. appropriate anaesthesia, analgesia and humane endpoints should be used to minimise any pain and suffering.

3.9. MRC supports a central repository of mouse strains - the MRC mouse Frozen Embryo and Sperm Archive (FESA) at the Mammalian Genetics Unit, Harwell. The Lead Applicant is expected to contact FESA to highlight mouse strains engineered, or characterised using MRC funds, and are encouraged to deposit these strains with the archive. Depositors retain ownership of strains and there is currently no charge for depositing strains to make them freely available to the academic community.

3.10. Where research involves human stem cell lines (both embryonic and adult), Lead Applicants must:

3.10.1. Abide by the UK Code of Practice for the use of Human Stem Cell lines (https://mrc.ukri.org/publications/browse/code-of-practice-for-stem-cell-lines/);

3.10.2. Ensure that they hold all relevant licenses, accreditations and approvals from, and abide by the Codes of Practice issued by, but not limited to, the Human Fertilisation and Embryology Authority (HFEA; see AC10), the Human Tissue Authority (HTA; see AC12), the Health Research Authority (HRA; for research ethics, gene therapy and confidentiality; see AC6, AC7, AC8), the Medicines and Healthcare products Regulatory Agency (MHRA; see AC6, AC7, AC8), the EU Tissue and Cells Directive (where applicable).

3.11. In the case of research involving human embryonic stem cells:

3.11.1. Deposit a sample of every human embryonic stem cell line derived with MRC funding in the UK Stem Cell Bank; applications to deposit or access banked stem cell lines must be approved by the Steering Committee for the UK Stem Cell Bank and for the Use of Stem

Cell Lines (https://www.ukri.org/councils/mrc/guidance-for-applicants/policies-and-guidance-for-researchers/uk-stem-cell-bank-steering-committee/).

3.11.2. Not pass samples of human embryonic stem cell lines to third parties other than those approved by the Steering Committee for the UK Stem Cell Bank and for the Use of Stem Cell Lines and/or the HFEA.

3.11.3. Not take human embryonic stem cell lines out of the UK unless approved by the Steering Committee for the UK Stem Cell Bank and for the Use of Stem Cell Lines and/or the HFEA.

3.11.4. Scientists from overseas wishing to conduct human embryonic stem cell research in the UK as visiting workers must provide a written statement from their home institution, outlining that as the employer of the visiting worker they take on the responsibilities of ensuring their employee works to and complies with the requirements of the UK Governance landscape, set out in the UK Code of Practice.

3.11.5. Send copies of publications to the UK Stem Cell Bank, and agree that the UK Stem Cell Bank may post summaries of published results on their web site.

3.11.6. Assist the MRC and the UK Stem Cell Bank, on request, with public engagement activities.

3.12. The Lead Applicant Institution assumes full responsibility for staff funded from the Grant and, in consequence, accepts all duties owed to all and responsibilities for these staff, including without limitation, their terms and conditions of employment and their training and supervision, arising from the employer/employee relationship. The Lead Applicant Institution is responsible for ensuring that a safe working environment is provided for all individuals associated with the Research.

3.13. The Lead Applicant Institution will promptly notify UoB of any incident connected to the Research (which the Lead Applicant Institution at its reasonable discretion considers relevant to UoB's rights and interests in the Research), and will keep UoB promptly informed of any developments connected to such incident.

3.14. The Lead Applicant Institution and the Lead Applicant will conduct the Research in accordance with the principles set out in the Concordat to Support Research Integrity policy http://www.universitiesuk.ac.uk/highereducation/Pages/TheconcordattosupportresearchintegrityUK.aspx and the Research Councils UK Code of Conduct and Policy on the Governance of Good Research Conduct (2009) and any subsequent amendments. The Lead Applicant Institution must on request provide information on its management of research integrity and ethics in response to the UKRI's assurance questions, as described at: https://www.ukri.org/what-we-do/supporting-healthy-research-and-innovation-culture/research-integrity/.

3.15. The Lead Applicant Institution and the Lead Applicant are expected to adopt the principles, standards and good practice;

3.15.1. for the management of research staff set out in the 2008 Concordat to Support the Career Development of Researchers; and

3.15.2. good practice for public engagement with research set out in the 2010 Concordat for Engaging the Public with Research.

3.16. The Lead Applicant Institution will ensure that full details of any other third-party funding or in kind contribution granted to it in connection with the Research will be included in the Application Form, or, if obtained subsequently to UoB's acceptance of the Application Form, that it promptly notifies UoB in writing, with full details of such funding.

4. PAYMENT AND DUE DILIGENCE

4.1. The Lead Applicant Institution shall use the Grant to best carry out the Research and for the avoidance of doubt, shall use the Grant, as outlined in the Resource Justification in the Application Form.

4.2. UoB will not cover any expenditure not stated in the Application Form and/or Award Letter. The Lead Applicant Institution will be liable for any expenditure incurred in connection with the Research in excess of the Grant.

4.3. UoB will only release Grant instalments in pound sterling:

4.3.1. in accordance with the timetable set out in the Award Letter; and

4.3.2. following its receipt of a valid invoice from the Lead Applicant Institution; and

4.3.3. if the conditions set out in the Award Letter have been satisfied (including but not limited to the conditions set out at in clause 7 (Reports)).

4.4. In the event that the Lead Applicant completes the Research funded by the Grant without spending the full amount of the Grant, the Lead Applicant Institution must repay all unspent sums.

4.5. The Lead Applicant and the Lead Applicant Institution shall promptly notify and repay to UoB any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitations) situations where either an incorrect sum of money has been paid or where the Grant has been paid in error before the Lead Applicant and the Lead Applicant Institution has complied with all conditions attaching to the Grant.

4.6. UoB may at any time during or after the Duration request financial information in connection with the Grant and the Research. UoB, at its own expense, either directly or via an appropriate third party engaged by it, review the income and expenditure connected to the Research and/or the system used by the Lead Applicant Institution to administer the Grant, and the Lead Applicant Institution shall allow UoB (or such third party) access to its records and premises during business hours for the conduct of such audit subject to UoB providing reasonable written notice of such access.

4.7. The Lead Applicant Institution acknowledges that it is responsible for the conduct and administration the Grant and is accountable for the use of public funds and shall ensure all expenditure is subject to robust controls. The Lead Applicant Institution shall provide full evidence of expenditure, which shall include, but not limited to, all itemised purchase receipts, self-receipts where applicable, all invoices, and evidence of all payments to staff and any information requested by the UoB, including evidence that funds have been spent on the costs identified in the Resource Justification within the Application Form.

4.8. Where the Lead Applicant Institution enters into a contract with a third party in connection with the Research, the Lead Applicant Institution will remain responsible for settling payment in respect of these invoices. Third party invoices must not be submitted to UoB or the MRC.

4.9. The Lead Applicant Institution may be asked to provide evidence that where part of the Grant has been transferred, they have undertaken appropriate due diligence to ensure that any risks are

recognised, understood and treated as necessary. The Lead Applicant Institution may be asked to provide additional information on how the due diligence checks were carried out.

5. DURATION AND TERMINATION

5.1. The Research shall commence on the Proposed Start Date and, subject to clause 5.2 or earlier termination, shall continue in full force until the end of the Duration.

5.2. It is expected that the Research will start on the Proposed Start Date and if delayed, no later than 1 month of the Proposed Start Date. The Lead Applicant Institution must inform UoB if any delays or interruptions to the Research and produce a revised timescale for completion. The Grant may be withdrawn if UoB considers the delays or revised timescale unacceptable.

5.3. UoB shall be entitled to suspend payment of further instalments of the Grant at any time, and to require the Lead Applicant Institution to suspend the Research, if UoB reasonably believes that:

5.3.1. the Lead Applicant Institution is in material breach of any of its obligations hereunder and such breach is not capable of remedy; or

5.3.2. the Lead Applicant is no longer leading and managing the Research without the prior consent of UoB; or

5.3.3. the Lead Applicant Institution enters into bankruptcy or liquidation or any other arrangement for the benefit of its creditors; or

5.3.4. a serious incident (in the reasonable opinion of UoB) has occurred in connection with the Research including scientific misconduct on the part of personnel involved in the Research.

5.4. UoB may terminate this Agreement upon written notice in the event that the funding received for the BactiVac Network is terminated.

5.5. On termination, UoB shall cease to be liable to pay any further instalments of the Grant.

6. CONFIDENTIALITY AND FREEDOM OF INFORMATION

6.1. Each Party acknowledges that, as a result of this Agreement, it may acquire confidential information relating to another Party that is not connected to the Grant and the Research. Subject to the express terms of this Agreement, each Party agrees that it shall keep such information confidential to the extent that such information is not available in the public domain unless required to disclose it by applicable law or regulation.

6.2. Information relating specifically to the Grant and the Research shall be kept confidential save as set out in this Agreement or expressly agreed by the parties in writing.

6.3. The Parties acknowledge that the Lead Applicant Institution may be subject to the Freedom of Information Act 2002 (or equivalent legislation in other jurisdictions ("FOIA")). If the Lead Applicant Institution receives a request for information under the FOIA in connection with the Research, it will promptly notify UoB and comply with any reasonable request made by UoB in connection with its response to such request.

7. REPORTS

7.1. The Lead Applicant and the Lead Applicant Institution shall submit progress reports in accordance with the Award Letter and a Final Report within 1 month of the termination of the Grant.

7.2. UoB reserves the right to request the Lead Applicant and the Lead Applicant Institution to provide an interim report setting out progress (including, but not limited to, the milestones in the Application and expenditure) and such information as UoB reasonably requires at any time.

7.3. BactiVac is supported through GCRF funding which forms part of the ODA as such the Lead Applicant and the Lead Institution will be expected to provide regular progress reports (frequency and format to be determined) and comply with all ODA monitoring requirements.

7.4. The Lead Applicant Institution and Lead Applicant shall assist UoB with any additional reporting requirements throughout the whole lifetime of the Grant (during the Grant and on completion).

7.5. The Lead Applicant and the Lead Applicant Institution will notify UoB as soon as reasonably practicable of:

7.5.1. any financial, administrative, managerial difficulties that may hinder or prevent the Lead Applicant and Lead Applicant Institution from fulfilling its obligations under the Agreement;

7.5.2. any actual or potential Material Breach;

7.5.3. actual or potential material variations to the Research agreed in accordance with the Application Form; and

7.5.4. any change in the information on costs (whether actual or estimated) of carrying out the Research or any event which materially affects the continued accuracy of such information.

7.6. The Lead Applicant and the Lead Applicant Institution will represent and undertake (and repeat such representations on delivery) that the reports and information it gives pursuant to this clause 10 are accurate and that it has diligently made full and proper enquiry of the matter pertaining to the reports and information given.

8. INTELLECTUAL PROPERTY AND PUBLICATION

8.1. It is the responsibility of the Lead Applicant Institution, and all engaged in the Research, to make every reasonable effort to ensure that any Intellectual Property Rights obtained in the course of the Research, are used to the benefit of society and the economy through wide dissemination, including online via open access platforms with free availability on the public internet, without financial, technical or significant legal barriers other than those inseparable from gaining access to the internet itself. The research outcomes of the Research should be disseminated to both research and more widespread audiences, for example to inform potential users and beneficiaries of the Research.

8.2. Unless stated otherwise, the ownership of all Intellectual Property Rights, and responsibility for their application, rests with the organisation that generates them.

8.3. Where the Grant is associated with more than one research organisation and/or other partners, the basis of collaboration between the organisations, including ownership of Intellectual Property Rights and rights to exploitation, is expected to be set out in a formal collaboration agreement. It is the

responsibility of the Lead Applicant Institution to put such an agreement in place before the Research begins. The terms of collaboration agreements must not conflict with the terms of this Agreement.

8.4. The Lead Applicant Institution should ensure that, wherever possible, the licensing of Intellectual Property Rights generated from research funded by the MRC includes provision for research use by other MRC supported scientists.

8.5. Arrangements for collaboration and/or exploitation must not prevent the future progression of research and the dissemination of research results in accordance with academic practice and the RCUK policy on open access. A temporary delay in publication is acceptable in order to allow commercial and collaborative arrangements to be established.

8.6. All research results and achievements should be communicated to the MRC Press Office and UoB before publication at bactivac@contacts.bham.ac.uk and press.office@headoffice.mrc.ac.uk.

8.7. The MRC logos must be displayed prominently in all published material (including but not limited to, websites, leaflets and presentations) and all internal and external materials and communications.

8.8. Any publications arising as a result of the Grant should include the following acknowledgement unless stated otherwise in additional terms.

"*This work was supported by BactiVac, the Bacterial Vaccines Network funded by the MRC and the International Science Partnerships Fund*".

8.9. The support of the BactiVac Network should be appropriately included in all publications and published material.

8.10. To comply with the UKRI's policy on open access, Lead Applicants are required to have all publications to be deposited at the earliest opportunity, and certainly within six months of publication, in Europe PubMed Central. This applies both during and after the period of funding. The condition is subject to compliance with publishers' copyright and licensing policies. Whenever possible, the article deposited should be the published version. For more information see https://www.ukri.org/publications/ukri-open-access-policy/.

8.11. UoB and MRC Press Office should be alerted to all publicity activities, press releases etc. in advance of them being finalised and released, this should be done via bactivac@contacts.bham.ac.uk and vaccinology@headoffice.mrc.ac.uk.

9. EQUIPMENT AND PROCUREMENT OF SERVICES

9.1. The Grant is a resource only funding stream and equipment over £10,000.00 cannot be purchased.

9.2. The procurement of equipment, consumables and services, including maintenance, must comply with all relevant national and EU legislation and the Lead Applicant Institution's own financial policy and procedures. Accepted procurement best practice in the higher education sector must be observed. For all services where the contract value is more than £25,000.00 excluding VAT, professionally qualified procurement staff must be consulted before the procurement process begins, and, where appropriate, at the market research stage, and must approve the order/contract before it is placed with a supplier.

9.3. Equipment purchased from the Grant is primarily for use on the Research for which the Grant was awarded and shall belong to the Lead Applicant Institution. In certain circumstances the applicable funder may wish to retain ownership throughout the period of the Grant and possibly beyond. In such cases, the Grant will be subject to an additional condition.

9.4. UoB must be informed if, during the life of the Grant, the need for the equipment diminishes substantially or it is not used for the purpose for which it was funded. UoB reserves the right to determine the disposal of such equipment and to claim the proceeds of any sale. Any proposal to transfer ownership of the equipment during the period of the Grant is subject to prior approval by UoB. After the Research has ended, the Lead Applicant Institution is free to use the equipment without reference to UoB, but it is nevertheless expected to maintain it for research purposes as long as is practicable.

9.5. Where there is spare capacity in the use of the equipment, UoB expect this to be made available to other users.

10. INSURANCE

10.1. The Lead Applicant Institution will during the term of the Agreement and for 6 years after termination or expiry of this Agreement, ensure that it has and maintains, at all times adequate insurance with an insurer of good repute to cover claims under this Agreement or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with this Agreement.

10.2. The Lead Applicant Institution will upon request produce to UoB its policy or policies of insurance or where this is not possible, a certificate of insurance issued by the Lead Applicant Institution's insurance brokers confirming the insurances are in full force and effect together with confirmation that the relevant premiums have been paid.

11. LIMITATION OF LIABILITY

11.1. Nothing in this Agreement shall exclude or restrict the liability of either Party to the other for death or personal injury resulting from negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.

11.2. Subject to clause 11.1, UoB's total liability to the Lead Applicant Institution in respect of all other losses arising under or in connection with this Agreement, whether in contract, tort, breach of statutory duty, or otherwise, shall not exceed the amount of the Grant.

11.3. Provided that UoB has paid the Grant to the Lead Applicant Institution in accordance with this Agreement, the Lead Applicant Institution shall be responsible for all claims, costs, expenses, losses and liabilities howsoever arising in connection with the Research and the receipt and use of the Grant and the Lead Applicant Institution shall indemnify and hold UoB harmless from and against all such claims, costs, expenses, losses and liabilities.

11.4. The provisions of this clause 11 shall survive termination of the Agreement, however arising.

12. CONFLICTS OF INTEREST AND FINANCIAL OR OTHER IRREGULARITIES

12.1. The Lead Applicant Institution must have and will keep in place formal procedures that require the Lead Applicant to declare any personal or financial interest in any matter concerning the Research and if a conflict of interest is identified the individual is to be excluded from any discussion or decision-making relating to the matter concerned.

The Lead Applicant Institution must inform UoB immediately if there are any grounds for suspecting Financial Irregularity or Aid Diversion in the use of the Grant, explain what steps are being taken to investigate the irregularity and keep UoB informed about the progress of the investigation.

12.2. Each Party will immediately and without undue delay inform the other Party of any event which interferes or threatens to materially interfere with the successful implementation of the Research, including credible suspicion of or actual instances of Financial Irregularity or Aid Diversion.

12.3. The Parties have a zero-tolerance approach towards Financial Irregularity or Aid Diversion that may lead to the misuse of funds and agree in principle to recover such funds. The Lead Applicant Institution will take timely and appropriate UoB of the steps being taken to investigate the suspicion and keep UoB informed about the progress of the investigation. Each Party will fully co-operate with investigations into such events, whether led by UoB or the Lead Applicant Institution or the applicable funder.

12.4. In the event of any credible indications that UK funds may have been subject to fraud, Financial Irregularity or Aid Diversion, the Parties, may, at any time during the period of this Agreement and up to 5 years after the end of the BactiVac programme, arrange for additional investigations, on-the spot checks and/or inspections to be carried out. These may be carried out by the Parties, or any of its duly authorised representatives.

12.5. Where information is requested by UoB or the applicable funder, as part of an investigation into fraud, Financial Irregularity or Aid Diversion the Lead Applicant Institution cannot request any remuneration or benefits for any labour associated with fulfilling that request unless agreed in writing between the Parties.

12.6. The Parties reserve the ability to recover funds that have been subject to proven fraud and will work together to do so. Where Financial Irregularity or Aid Diversion is alleged, UoB reserves the ability to suspend or terminate funding with immediate effect, irrespective of any contractual requirements, and to seek civil or criminal sanctions where appropriate.

13. SAFEGUARDING FOR THE PREVENTION OF SEXUAL EXPLOITATION, ABUSE AND HARASSMENT

13.1. The Lead Applicant Institution will ensure safeguarding policies and procedures, including appropriate vetting of its employees, are carried out in accordance with good industry practice and following any reasonable instructions from UoB.

13.2. The Lead Applicant Institution will take all reasonable steps to prevent the sexual exploitation, abuse and harassment of any person linked to the delivery of this Agreement by both its employees and any sub-contractors.

14. ENVIRONMENTAL REQUIREMENTS

14.1. The Lead Applicant and the Lead Applicant Institution shall seek to perform the Research in a way so as to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

14.2. The Lead Applicant and the Lead Applicant Institution shall pay due regard to the use of recycled products, so long as they are not detrimental to the provision of the Research or the environment, to include the use of all packaging, which should be capable of recovery for re-use or recycling.

14.3. The Lead Applicant and Lead Applicant Institution shall take all possible precautions to ensure that any equipment and materials used in the provision of the Research do not contain chlorofluorocarbons, halons or any other damaging substances, unless unavoidable, in which case the UoB shall be notified in advance of their use. The Lead Applicant and Lead Applicant Institution shall endeavour to reduce fuel emissions wherever possible.

15. BRIBERY, MODERN SLAVERY, EQUALITY AND TERRORISM

15.1. The Lead Applicant Institution:

15.1.1. shall not, and shall procure that its staff, agents, consultants and sub-contractors shall not, in connection with this Agreement, commit a Prohibited Act;

15.1.2. shall not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct has been carried out in the UK;

15.1.3. shall comply with the funder's anti-bribery policies (this includes but not limited to MRC and DHSC), as updated from time to time and issued to the Lead Applicant Institution by UoB;

15.1.4. shall have and shall maintain throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010 or equivalent, to ensure compliance with this clause 15.1;

15.1.5. shall promptly report to UoB any request or demand for any undue financial or other advantage of any kind received by the Lead Applicant in connection with the Research;

15.1.6. shall immediately notify UoB in writing if a foreign public official becomes an officer or employee of the Lead Applicant Institution or acquires a direct or indirect interest in the Lead Applicant and Lead Applicant Institution, and Lead Applicant Institution warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Agreement;

15.1.7. shall, if requested, provide to UoB with any reasonable assistance, at UoB' s reasonable cost, to enable UoB to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act.

15.1.8. within 1 month of the commencement date of the Research, and annually thereafter, certify to UoB in writing (such certification to be signed by an officer of the Lead Applicant Institution) compliance with this clause 15 by the Lead Applicant Institution and all persons associated with it or other persons who are supplying goods or services in connection with this Agreement. The Lead Applicant Institution shall provide such supporting evidence of compliance as UoB may reasonably request.

15.1.9. For the purpose of this clause 15.1, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in

accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purpose of this clause 15.1, a person associated with the Lead Applicant Institution includes any agent, delegate or subcontractor of the Lead Applicant Institution.

15.2. The Parties shall comply with all applicable laws, statutes, regulations and codes relating to modern slavery, including but not limited to the Modern Slavery Act 2015.

15.3. The Parties shall not unlawfully discriminate either directly or indirectly on such grounds as gender, race, colour, national origin, disability, sexual orientation or age within the meaning of the Equality Act 2010 and all legislation, directives and guidance relating to equality and discrimination.

15.4. Consistent with numerous United Nations Security Council resolutions including S/RES/1269 (1999), S/RES/1368 (2001) and S/RES/1373 (2001), UoB are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. The Lead Applicant and Lead Applicant Institution undertakes to use best efforts to ensure that none of the Grant provided under this Agreement are used to provide support to individuals or entities associated with terrorism.

15.5. The Lead Applicant Institution will seek to ensure that none of the funds or assets provided under this Agreement are made available or used to provide support to individuals, groups or entities associated with terrorism including those named on the following lists as updated from time to time:

15.5.1. HM Treasury's Office of Financial Sanctions Implementation – Financial sanctions: consolidated list of targets

15.5.2. UK Home Office – Proscribed terrorist groups or organisations

15.5.3. European Union – Consolidated list of sanctions

15.5.4. United Nations – United Nations Security Council Sanctions List

15.5.5. World Bank – World Bank Listing of Ineligible Firms & Individuals

16. DATA PROTECTION

16.1. The personal information that is supplied to UoB in connection with the Research will be stored by UoB, in accordance with the General Data Protection Regulation and the Data Protection Act 2018. UoB will be the data controller in respect of the Lead Applicant and Lead Applicant Institution's personal information. The personal information we hold includes the information you complete in the Application Form and details of correspondence between us.

16.2. UoB will use your personal information in order to:

16.2.1. process your Application Form for the Research;

16.2.2. manage and administer the Grant should your Application Form be successful; and

16.2.3. communicate with you in connection with the Research and the BactiVac Network.

16.3. UoB will rely in certain circumstances on its own legitimate interests, or the legitimate interests of a third party, when using your personal information. When UoB relies on legitimate interests, you

have a right (along with other personal data protection rights) to object to the UoB's use of your personal information. For a more detailed summary of the purposes for which we use your personal information, the legal bases on which we rely, and your rights in relation to your personal information, please see our privacy notice which can be found at https://www.birmingham.ac.uk/privacy/index.aspx.

16.4. The BactiVac Network is administered by UoB. The Grant is funded by the MRC. Your personal information and details of your Application Form (including your institution, project title, lay and scientific summary) may be disclosed by UoB to the MRC and UKRI for the purposes set out above. The MRC and UKRI may also publish basic details of Grants awarded (e.g. on their website or in their annual reports) and/or anonymise your personal information for research and statistical purposes.

16.5. UoB, MRC and UKRI may also release details of successful Grants (including your name and institution, project title and lay summaries of your outputs) into the public domain (e.g. via the internet or via publicly accessible databases).

16.6. The BactiVac Network may contact you about other initiatives which may be of interest to you, in accordance with any marketing preferences you have indicated. The MRC or their chosen third-party evaluation contractor may also contact you as part of their evaluation of the Grant.

17. GENERAL

17.1. **Precedence -** To the extent that there is any conflict between the terms of these Terms and Conditions, the Award Letter and any additional terms and conditions as may be applicable, the terms set out in the Award Letter shall take precedence.

17.2. **Variation** - UoB reserves the right to amend any term of this Agreement at any time where such amendment is required by applicable laws or regulations, or in order to comply with the recommended standards of anybody with jurisdiction over the Research or UoB such as the UKRI, or where UoB reasonably believes that such change is necessary to ensure that the Terms and Conditions comply with industry practice from time to time. UoB will publish any such changes on its website at and shall notify the Lead Applicant Institution in writing of any such changes. Any other changes must be agreed in writing between the parties.

17.3. **Use of logo** – The Lead Applicant Institution and the Lead Applicant shall not use the logo of UoB without the prior written permission of UoB.

17.4. **Third Party Rights** - Nothing in this Agreement shall grant any rights to any third party under the Contracts (Rights of Third Parties) Act 1999 (as amended).

17.5. **Whole Agreement** - The Agreement sets out the entire agreement of the Parties in relation to the Research. The Parties acknowledged that, in entering into this Agreement, they have not relied on any statements, representations or warranties save those set out in the Agreement.

17.6. **No Partnership or Agency** - This Agreement shall not create any partnership or joint venture between the UoB or the Lead Applicant Institution, 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.

17.7. **Joint and Several Liability** - Where the Lead Applicant Institution is neither a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Lead Applicant shall be jointly and severally liable for the Lead Applicant's obligations and liabilities arising under this Agreement.

17.8. **Assignment** - The Lead Applicant and Lead Applicant Institution will not transfer, assign, novate or otherwise dispose of the whole or any part of the Grant or this Agreement or any rights under it, to another organisation or individual, unless the Lead Applicant Institution has first entered into an agreement, requiring the Lead Applicant Institution to work with another organisation in delivering the Research.

17.9. **Force Majeure** - In the event that either Party is delayed in performing its obligations under the Agreement by reason of circumstances beyond its reasonable control or anticipation, it shall be excused from performance of such obligations for the period for which such delaying circumstances continue in force, provided it promptly notifies the other Party of such circumstances and the expected duration of the delay. The affected party shall take all reasonable steps to minimise the delaying circumstances. If the delay continues for a period of six weeks, the unaffected party may elect to terminate the Agreement by written notice to the affected party. If the Lead Applicant Institution is the party effected by delaying circumstances, UoB shall not be required to pay any further instalments of the Grant (even if such payment is due) until the delaying circumstances have come to an end.

17.10. **Interpretation** - Any phrase introduced by terms such as 'including', 'for example' and/or 'in particular' shall be construed as illustrative and shall not limit the sense of the words preceding those terms. Any reference to legislation, regulation or policy shall be deemed to include any sub-ordinate legislation or regulation, and to refer to such legislation, regulation or policy as amended from time to time. The expressions 'in writing' or 'written' shall include email and documents transmitted electronically.

17.11. **Data Protection** - The Parties will fully comply with the provisions of the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679 and all legislation, directives and guidance relating to data protection.

17.12. **Export Law** - The Parties shall comply with all sanctions and export control laws to which they are subject and which are applicable to any items, including but not restricted to goods, materials, biological agents, software, data, know how or any other information or assistance transferred between them. In addition, the Parties hereby agree that no applicable items furnished by a Party pursuant to this Agreement, or any product or revision thereof, that is subject to export control, shall be re-exported or otherwise used by another Party or its authorized transferees outside of that Party's principal domiciliary country, without first applying for, and obtaining, if necessary, the appropriate export licence. Each Party may terminate this contract immediately, without incurring any liability, if it reasonably apprehends that continuing to service this contract would be in breach of any applicable sanctions or export control laws.

17.13. **NSI Act** - The Parties shall comply with the notification requirements of the National Security and Investment Act 2021 ("NSI Act"), as applicable. If at any point the UK Government calls-in the Agreement for a national security assessment under the NSI Act (the "Trigger Event"), then each Party shall cooperate in a prompt and timely manner and bear their own costs and expenses incurred, except that where a Party has failed to make a mandatory notification, that party shall bear the other Party's costs and expenses, including if the agreement has to terminate.

If the UK Government imposes certain conditions, either Party may by giving the other Party not less than 14 days' written notice:

17.13.1. require the other Party to negotiate in good faith an amendment to this agreement that reflects the conditions imposed by the UK Government; and

17.13.2. if no such amendment is agreed and made within 45 days of such request, terminate this agreement by giving the other Party not less than 14 days' written notice.

If, following a Trigger Event, the UK Government blocks the agreement and declares it void, this agreement shall automatically terminate.

17.14. **Jurisdiction** - The Agreement shall be subject the laws of England and the parties submit to the exclusive jurisdiction of the courts of England.