



TERMS & CONDITIONS

1. BACKGROUND

This Agreement sets out the terms and conditions upon which University of Exeter (“UoE”) 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 UoE requesting grant funding, together with any subsequent letters from and to UoE relating to the form, setting out full details of the proposed research to be carried out;
“Asset”	means any assets that are to be purchased or developed using the Grant, including equipment or any other assets which may be a Fixed Asset or Programme Funded Asset as appropriate in the relevant context;
“Authority”	means the Secretary of State for Health and Social Care (acting as part of the Crown);
“Award Letter”	means the letter from UoE to the Lead Applicant Institution and Lead Applicant specifying the details of the financial support awarded and the research to be funded;
“Consumable”	means items which will generally be used up or discarded during the lifecycle of the programme/project, including (but not limited to): a) any laboratory supplies, such as substances, compounds, specific chemicals, experimental kits etc, which have been specifically bought for the individual research need and once used, cannot be sold or reused in other programmes b) consumable equipment which durable goods / specific machinery needs to operate e.g. vials c) stationery such as printing of leaflets etc;
“Crown”	means the government of the United Kingdom (including the governments of Northern Ireland, Scotland and Wales), including, but not limited to government ministers, government departments, government agencies and particular bodies;
“DHSC”	means the Department of Health and Social Care;
“DHSC Reports”	means any report, summary or other document provided by the Lead Applicant Institution and Lead Applicant under this Agreement including but not limited to any interim report, final report, post evaluation summary and any information relating to the funded activities which is not Confidential Information of the Lead Applicant Institution. For the avoidance of doubt this does not extend to the Pre-existing IPR, comprised

	therein;
“Disposal”	means the disposal, sale, transfer of the Grant or any interest in any Asset and includes any contract for disposal;
“Duration”	means the period for which the Grant is awarded as set out in the Award Letter;
“Foreground IPR”	means Intellectual Property Rights (IPRs) that is created, exemplified or developed (whether in whole or in part) during the course and for the purpose of the Grant. For the avoidance of doubt, this: <ul style="list-style-type: none"> (a) includes any Foreground IPR generated by or on behalf of the Lead Applicant Institution in the course of performing the Grant; (b) includes IPRs that may subsist in any samples or meta data associated with the samples to the extent that such samples are not subject to third party rights and to the extent that the terms of any relevant licence under applicable law and/or ethics or other approval permits; and excludes DHSC Reports and / or Pre-existing IPR;
“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 UoE to reconcile amounts spent against the Grant paid;
“Fixed Assets”	means any Asset which consists of land, buildings, plant and equipment acquired, developed, enhanced, constructed or owned by the Grant Recipient in connection with the Funded Activities;
“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;
“GAMRIF”	means The Global Antimicrobial Resistance Innovation Fund;
“Grant”	means the financial support to be provided by UoE in relation to the Research;
“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;
“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;
“FAILSAFE Project”	means the “FAILSAFE: Fungal AMR Innovations for LMICS: Solutions and Access For Everyone” Project established by UoE to deliver a programme of global research and development (R&D), one health and educational activities that will reduce the fungal disease burden in low and middle income countries (LMICs) funded by the Authority via GAMRIF;
“MRC”	means the Medical Research Council;
“ODA”	means Official Development Assistance;
“OECD”	means the Organisation for Economic Cooperation and Development;
“Party” or “Parties”	means a party to this Agreement;
“Pre-existing IPR”	means all Intellectual Property Rights vested in or licensed to the Parties prior to the commencement date of the Research and/or created by the Parties independently of the Research;

“Programme Funded Asset”	means any equipment and/or supplies purchased in part or fully from Grant funds if they have a useful life of more than one year; and either (1) the purchase price or development cost of the Asset is in excess of £500 or equivalent in local currency; or (2) is a group of lower value items, not classed as consumables, where the combined value is in excess of £500 or equivalent in local currency; or (3) can be considered an attractive item regardless of cost (e.g. mobile phones, cameras, laptops, tablets, satellite phones, vehicles, etc.);
“Procurement Regulations”	means the Public Contracts Regulations 2015, Concession Contracts Regulations 2016, Utilities Contracts Regulations 2016 and Defence and Security Public Contracts Regulations 2011;
"Prohibited Act"	means: (c) directly or indirectly offering, giving or agreeing to give to any servant of UoE 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; (d) 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 defrauding or attempting to defraud or conspiring to defraud UoE;
“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 Projects and/or Training, to be carried out by the Lead Applicant as set out in the Application form and any subsequent letters between UoE 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;
“Sponsor”	means the individual, organisation or partnership that takes on overall responsibility for proportionate, effective arrangements being in place to set up, run and report a Project;
“Terms and Conditions”	means these terms and conditions, as amended from time to time; and
“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.

3. RESEARCH PRACTICE

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

3.1.1. is primarily for the benefit of Official Development Assistance (ODA) eligible countries as outlined in the Organisation for Economic Co-operation and Development (OECD) Development Co-Operation Directorate list (<https://www.nihr.ac.uk/documents/g3-nihr-oda-guidance-for-researchers/24953>).

ODA eligibility of the Research will be approved upon review of the Application Form.

- 3.1.2. is primarily relevant to the FAILSAFE PROJECT and GAMRIF and is compliant with ODA rules and regulations as set out by the OECD (<https://www.nihr.ac.uk/documents/g3-nihr-oda-guidance-for-researchers/24953>);
- 3.1.3. is primarily relevant to the FAILSAFE PROJECT and demonstrates strong industry engagement.
- 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 UoE 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. The Grant must not be used to support activity which influences or attempts to influence Parliament, Government or political parties, to propagate a religion or belief, or to influence the awarding or renewal of contracts of grants, or to influence legislative or regulatory action.
- 3.5. The Lead Applicant must provide prior notification to UoE of any contact they may make directly with missions and or representatives of governments in relation to the promotion of the agreed objectives under this Grant through agreed meetings and reports.
- 3.6. Where, before or during the Duration, the Lead Applicant and the Lead Applicant Institution receives any funding from any other source or person towards the Research that was not already committed to the Lead Applicant Institution and disclosed to UoE, UoE may, where that funding duplicates funding of the Grant, require repayment of the Grant (up to the amount of duplicate funding received).
- 3.7. The Lead Applicant and the Lead Applicant Institution agrees and accepts that it will not apply for duplicate funding in respect of any part of the Grant for the Research or any related administration costs that UoE has provided under this Agreement.
- 3.8. The Lead Applicant and the Lead Applicant Institution and any person, organisation, company or other third-party representative engaged as part of the Grant activities will at all times comply with all applicable legislation, regulations and rules in the country/ies they are registered and operating in.
- 3.9. 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.
- 3.10. 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.
- 3.11. 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 should satisfy themselves that welfare standards consistent with their local legislation and appropriate guidance in the use of animals in bioscience research are applied and maintained (example available at www.nc3rs.org.uk/responsibility-use-animals-bioscience-research).

- 3.12.** 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;
- 3.12.1. the least sentient species with the appropriate physiology is used;
 - 3.12.2. the number of animals used is the minimum sufficient to provide adequate statistical power to answer the questions posed;
 - 3.12.3. the severity of procedures performed on animals is kept to a minimum. Experiments should be kept as short as possible; and
 - 3.12.4. appropriate anaesthesia, analgesia and humane endpoints should be used to minimise any pain and suffering.
- 3.13.** Where research involves human stem cell lines (both embryonic and adult), Lead Applicants must ensure that they hold all relevant licenses, accreditations and approvals from, and abide by the local legislation and 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).
- 3.14.** In the case of research involving human embryonic stem cells in the UK:
- 3.14.1. 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/>);
 - 3.14.2. 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.
 - 3.14.3. 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.
 - 3.14.4. 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.
- 3.15.** 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.
- 3.16.** The Lead Applicant Institution will promptly notify UoE of any incident connected to the Research (which the Lead Applicant Institution at its reasonable discretion considers relevant to UoE's rights and interests in the Research), and will keep UoE promptly informed of any developments connected to such incident.
- 3.17.** 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/Theconcordattosupportresearchintegrity.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/about-us/policies-and-standards/research-integrity/>.

- 3.18.** The Lead Applicant Institution and the Lead Applicant are expected to adopt the principles, standards and good practice;
- 3.18.1. for the management of research staff set out in the 2008 Concordat to Support the Career Development of Researchers; and
- 3.18.2. good practice for public engagement with research set out in the 2010 Concordat for Engaging the Public with Research.
- 3.19.** 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 UoE's acceptance of the Application Form, that it promptly notifies UoE 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.** UoE 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.** UoE will only release Grant instalments in Pounds 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 UoE 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.** UoE may at any time during or after the Duration request financial information in connection with the Grant and the Research. UoE, 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 UoE (or such third party) access to its records and premises during business hours for the conduct of such audit subject to UoE 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 UoE, 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 UoE.
- 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.
- 4.10. The Lead Applicant Institution shall provide and keep for a period of six years all original accounting, 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 UoE, including evidence that funds have been spent on the costs identified in the Resource Justification within the Application Form.
- 4.11. The Lead Applicant Institution must have a policy (or equivalent) that demonstrates the organisation's zero tolerance approach to fraud and bribery and a sound administration and audit process, including internal financial controls to safeguard against fraud, theft or any other impropriety or mismanagement in connection with the administration of the Grant, and will require that the internal/external auditors report on the adequacy or otherwise of that system. All cases of fraud, theft, impropriety, or mismanagement (whether proven or suspected) relating to the Research must be notified to UoE and the Authority as soon as they are identified.
- 4.12. The Lead Applicant Institution will keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant received from UoE and any income generated from the Research. The Grant will be shown in the Lead Applicant Institution's separate account as a restricted fund and will not be included or mixed with the Lead Applicant Institution's general funds or other monies.
- 4.13. 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 those invoices. Third party invoices must not be submitted to UoE or the Authority.
- 4.14. Onward payment of the Grant and the use of sub-contractors, shall not relieve the Lead Applicant Institution of any of its obligations under this Agreement, including any obligation to repay the Grant.
- 4.15. The Lead Applicant Institution acknowledges and agrees to make any necessary changes to the Research to take into account feedback received from UoE and/or the Authority following the due diligence and/or application process. The Lead Applicant Institution may be required to implement such changes during the Research. The Lead Applicant Institution shall be notified in writing of any applicable changes prior to the commencement of the Research.

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 UoE of any delays or interruptions to the Research and produce a revised timescale for completion. The Grant may be withdrawn if UoE considers the delays or revised timescale unacceptable.
- 5.3. UoE 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 UoE 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 UoE; 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 UoE) has occurred in connection with the Research including scientific misconduct on the part of personnel involved in the Research.
- 5.4. UoE may terminate this Agreement upon written notice in the event that the funding received for the FAILSAFE PROJECT is terminated.
 - 5.5. On termination, UoE 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 UoE and comply with any reasonable request made by UoE 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 one month of the termination of the Grant.
- 7.2. UoE 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 UoE reasonably requires at any time.
- 7.3. The Lead Applicant Institution and Lead Applicant shall assist UoE with any additional reporting requirements throughout the whole lifetime of the Grant (during the Grant and on completion).
- 7.4. The Lead Applicant and the Lead Applicant Institution will notify UoE as soon as reasonably practicable of:
 - 7.4.1. any financial, administrative, managerial difficulties that may hinder or prevent the Lead Applicant and Lead Applicant Institution from fulfilling its obligations under the Agreement;
 - 7.4.2. any actual or potential Material Breach;
 - 7.4.3. actual or potential material variations to the Research agreed in accordance with the Application Form; and

- 7.4.4. 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.
- 7.5. 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. MONITORING

- 8.1. The Lead Applicant Institution and the Lead Applicant will use reasonable efforts to provide information to reflect the extent to which women and girls have been included in design, implementation and monitoring. Where possible, it should be encouraged to disaggregate data by gender. The Lead Applicant Institution and the Lead Applicant should also assess how the Authority's contribution is contributing to reducing gender inequality including a specific assessment on progress against any gender related commitments made as part of this Agreement and demonstrate consideration of potential unintended negative consequences, such as gender-based violence.
- 8.2. The Lead Applicant Institution and the Lead Applicant will seek to ensure that beneficiary feedback is integrated in project design, mobilisation, delivery, monitoring, evaluation and annual review.
- 8.3. Processes and takes account of the voices of both women and men. The Lead Applicant Institution and the Lead Applicant should work with, through and represent the diversity of communities in order to respond to their needs more effectively and strengthen accountability.
- 8.4. The Lead Applicant Institution and the Lead Applicant will contribute to a post-evaluation of the activities financed from this Agreement that will focus on the results achieved, efficiency, effectiveness of implementation and quality of administration, unless otherwise agreed by UoE and/or the Authority. This will be provided to UoE one month after the Research has been completed.

9. ASSETS

- 9.1. Assets purchased with Grant funding must only be used for delivery of the Research.
- 9.2. The Lead Institution will ensure that it maintains a register of all Fixed and Programme Funded Assets and will provide the register to UoE or the Authority on request. UoE shall have the right at any time to perform checks on any Fixed and Programme Funded Assets, and/ or require the Lead Institution to do undertake the checks on UoE's behalf. All costs for performing any checks shall be met by the Party undertaking the checks.
- 9.3. The Lead Institution shall ensure that for each entry in the register the following particulars will be recorded where appropriate:
- 9.3.1. date of acquisition;
 - 9.3.2. description of the Asset;
 - 9.3.3. cost, net of recoverable VAT
 - 9.3.4. location of the Asset;
 - 9.3.5. serial or identification numbers;
 - 9.3.6. details of any maintenance
 - 9.3.7. location of the title deeds;
 - 9.3.8. date of any Disposal;

- 9.3.9. depreciation/amortisation policy applied;
- 9.3.10. proceeds of any Disposal net of VAT; and
- 9.3.11. the identity of any person to whom the Asset has been transferred or sold.
- 9.4.** The DHSC Global Health Security Asset Policy (a copy of which is available here: [Framework document between the Department of Health and Social Care and the UK Health Security Agency - GOV.UK \(www.gov.uk\)](#) as issued by UoE on behalf of the Authority from time to time) will apply to Assets funded solely through GAMRIF and shall be discussed in advance with the FAILSAFE Project team to ensure compliance. Assets procured using funds from other sources in combination with funds from DHSC are not owned by DHSC, but by the organisation providing the funds upon purchase. DHSC will refer to the partner's asset policy in such instances to ensure that such partners have processes and asset management policies in place to record, track and manage assets.
- 9.5.** The Lead Applicant Institution will manage the risk of Assets being lost, stolen, damaged or destroyed under its own policies and procedures. UoE expects the Lead Applicant Institution to cover the cost of repairing or replacing lost, stolen, damaged or destroyed assets and should make a risk-based decision on how best to do this. If the Lead Applicant Institution decides to take out project specific commercial insurance to cover lost, stolen, damaged or destroyed assets, Grant funds cannot be used to fund the premiums unless, by exception, explicitly approved in writing in advance.
- 9.6.** Where the Lead Applicant Institution uses any of the Grant to purchase any Fixed and/or Programme Funded Assets, the Lead Applicant Institution must ensure that they are maintained in good condition over the funding period.
- 9.7.** Fixed and/or Programme Funded Assets purchased or improved solely using this Grant (i.e. not in collaboration with other funding) shall be owned by the Authority until ownership is transferred, disposed of or is otherwise agreed in writing by UoE on behalf of the Authority. Upon discussion with UoE, the Authority reserves the right to determine the outcome of any Fixed and/or Programme Funded Asset created as a result of the funded Research or purchased with the Grant.
- 9.8.** The Lead Applicant Institution must not dispose of any Fixed and/or Programme Funded Assets that have been totally bought, restored, conserved (maintained or protected from damage) or improved with the Grant without the prior written consent of UoE and the Authority. If UoE and the Authority grants consent to the disposal, such consent may be subject to satisfaction of certain conditions, to be determined by UoE and the Authority.
- 9.9.** If the Lead Applicant Institution disposes of any such Fixed and/or Programme Funded Asset without the prior written consent of UoE and the Authority, the Lead Applicant Institution must use all reasonable endeavours to achieve the market price for the Assets and must pay to the Authority a proportion of the proceeds of such sale, equivalent to the proportion of the purchase or development costs of the Assets that was funded by the Grant, provided that the Authority may at its discretion allow the Lead Applicant Institution to keep all or a part of the relevant proceeds where:
- 9.9.1.** The sale of the Assets takes place after the end of the funding period of the Research;
- 9.9.2.** the proceeds of sale are to be applied directly to the purchase by the Lead Applicant Institution of assets that are equivalent to or replacements for the Assets; or
- 9.9.3.** the Authority is otherwise satisfied that the Lead Applicant Institution will apply those proceeds for purposes related to the funded activities.
- 9.10.** The Lead Applicant Institution shall hold the proceeds from the disposal of any Fixed and/or Programme Funded Asset on trust for the Authority.
- 9.11.** The Lead Applicant Institution must report to UoE and the Authority lost or stolen Fixed and/or

Programme Funded Assets, regardless of the value.

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

10.1. The Authority and UoE have a zero tolerance for inaction approach to tackling sexual exploitation, abuse and harassment ("SEAH")¹. The Lead Applicant Institution will take all reasonable steps to prevent SEAH by of any person linked to the delivery of this Grant by both its employees and any third parties and respond appropriately when reports of SEAH arise. The Lead Applicant Institution will apply the IASC Six Core Principles Relating to Sexual Exploitation and Abuse and the following principles and practices when implementing the activities under this arrangement and provide evidence to demonstrate this where required:

10.1.1. Adherence to the IASC-Minimum Operation Standards on "Protection from sexual exploitation and abuse by own personnel" and/or the SEA elements of the Core Humanitarian Standard on Quality and Accountability;

10.1.2. A victim/survivor-centred approach² to SEAH issues;

10.1.3. Strong leadership and signalling on tackling SEAH;

10.1.4. Make all reasonable efforts to address gender inequality and other power imbalances;

10.1.5. Reporting to enhance accountability and transparency;

10.1.6. Ensure that SEAH standards from this arrangement are reflected in downstream agreements.

10.2. The Grant Recipient will adhere to the following reporting requirements:

10.2.1. The Lead Applicant Institution will promptly contact through written notice to ODAsafeguardingconcerns@dhsc.gov.uk to report any allegation credible enough to warrant an investigation of SEAH related to this Grant (with a copy to FAILSAFE@exeter.ac.uk)

10.2.2. The Lead Applicant Institution should also promptly report to ODAsafeguardingconcerns@dhsc.gov.uk any allegation credible enough to warrant an investigation of SEAH that are not directly related to this Grant but would be of significant impact to the partnership with UoE and/or the Authority (with a copy to FAILSAFE@exeter.ac.uk).

10.3. The report, as referred to in paragraph 10.2.1 and 10.2.2, will indicate: agreement/arrangement number, nature of the alleged misconduct, date of alleged misconduct, date of first report to the Lead Applicant, location [as/if specified by [donor]], involvement of implementing partner, state of affairs concerning the investigation and the action that will be taken by the Lead Applicant, and whether the case is referred to law enforcement. The organisation will provide updates on the status of the case. The notice will be given in writing and delivered to the point of contact mentioned in paragraph 10.2.1 and 10.2.2.

11. SPENDING CONTROLS - MARKETING, ADVERTISING, COMMUNICATIONS AND CONSULTANCY

¹ See UNGA Resolution A/RES/73/148 for the definition of sexual harassment and UNSG Bulletin ST/SGB/2003/13 for the definition of sexual exploitation and abuse. Both definitions are included in the DAC Recommendation on Ending Sexual Exploitation, Abuse, and Harassment in Development Co-operation and Humanitarian Assistance: Key Pillars of Prevention and Response.

² A victim/survivor centered-approach is one for which the victim/survivor's dignity, experiences, considerations, needs, and resiliencies are placed at the center of the process, from the initial program design to investigating and responding to potential incidents. Consistent with the UN Protocol on Allegations of SEA Involving.

- 11.1.** As part of the UK government's efficiency and reform programme, public funding for marketing, advertising, communications and consultancy is closely controlled. The Lead Applicant Institution must seek permission from UoE and the Authority prior to any proposed expenditure in these areas, either in connection with, or using the Grant, under this Agreement. A complete list of the controlled activities can be found at <https://www.gov.uk/government/publications/cabinet-office-controls>.
- 11.2.** The Lead Applicant Institution should provide evidence that any marketing, advertising, communications and consultancy expenditure carried out in connection with, or using the Grant will deliver measurable outcomes that meet government objectives and can secure value for money.

12. LOSSES, GIFTS, SPECIAL PAYMENTS AND BORROWING

- 12.1.** In connection with this Agreement, the Lead Applicant Institution must obtain prior written consent from UoE before:

- 12.1.1. writing off any debts or liabilities;
- 12.1.2. offering to make any special payments; and
- 12.1.3. giving any gifts.

- 12.2.** The Lead Applicant Institution will keep a record of all gifts, both given and received, in connection with the Grant or the Research.

- 12.2.1. The Lead Applicant Institution must obtain prior written consent from UoE before
- 12.2.2. borrowing or lending money from any source;
- 12.2.3. charging or agreeing any security over any Asset; and/or
- 12.2.4. giving any guarantee, indemnities or letters of comfort

that relate to any of the conditions of the Agreement or have any impact on the Lead Applicant Institution's ability to deliver the Research set out in the Agreement.

13. ACKNOWLEDGEMENT, PUBLIC STATEMENTS, AND DISSEMINATION OF WORK

- 13.1.** The Lead Applicant Institution agrees to follow the Global AMR Innovation Fund Communication Guideline 2022 (a copy of which is annexed below) which provides detailed advice on acknowledgement and disclaimers, the use of logos and digital communications and social media from the Authority issued by UoE on behalf of the Authority from time to time.
- 13.2.** For peer-reviewed research articles the Lead Applicant and Lead Applicant Institution will ensure that articles are Open Access via appropriate online repositories. All articles must have a 'CC BY' copyright licence, which allows the article to be freely shared, read and reused.
- 13.3.** The Lead Applicant Institution and Lead Applicant will not publish any official documents referring to the funded Research or the Authority without the prior written agreement of UoE or the Authority, except for those referred to in clause 13.4.
- 13.4.** The Lead Applicant Institution and Lead Applicant will acknowledge the support of the Authority in any materials that refer to the Grant and in any written or spoken public presentations about the Grant. Such acknowledgements will include a name and logo agreed by the Authority, using the templates provided by the Authority as per clause 11.1.

- 13.5.** Any publicity material for the Grant must refer to the programme under which the Grant was awarded, the Authority and UK aid.
- 13.6.** In using the Authority's and the programme's name and logo, the Lead Applicant Institution will comply with all reasonable branding guidelines issued by UoE on behalf of the Authority from time to time. If a third party wishes to use the Authority's or UoE's or the FAILSAFE PROJECT logo, the Lead Applicant and Lead Applicant Institution must first seek permissions from UoE and/or the Authority.
- 13.7.** The Lead Applicant Institution will comply with all reasonable requests from the Authority to facilitate visits, provide reports, statistics, photographs and case studies that will assist.

14. INTELLECTUAL PROPERTY AND PUBLICATION

- 14.1.** Save as expressly granted elsewhere in this Agreement, the Lead Applicant Institution will retain under funded activities:
- 14.1.1. its Pre-existing IPR; and
 - 14.1.2. Foreground IPR created by it during the period of the Grant.
- 14.2.** UoE will retain:
- 14.2.1. its Pre-existing IPR; and
 - 14.2.2. Foreground IPR created by it during the FAILSAFE Project.
- 14.3.** The Authority will retain:
- 14.3.1. its Pre-existing IPR; and
 - 14.3.2. DHSC Reports.
- 14.4.** The Lead Applicant Institution grants to UoE and the Authority a perpetual, non-exclusive, royalty-free, irrevocable licence to use the Foreground IPR for non-commercial purposes including to publicise and report on the activities in connection with the award of the Grant and the delivery of the FAILSAFE Project.
- 14.5.** To the extent that any of the Pre-existing IPR is required for UoE or the Authority to exercise its rights under clause 11.4, the Lead Applicant Institution shall grant to UoE and the Authority a perpetual, non-exclusive, royalty-free, irrevocable licence to use such Pre-existing IPR.
- 14.6.** Ownership of third-party software or other IPR necessary to deliver Grant shall remain with the relevant third party.
- 14.7.** The Lead Applicant Institution shall obtain the relevant agreement of any applicable third-party proprietors before any additions or variations are made to the standard 'off-the-shelf' versions of any third-party software and other IPR. The Lead Applicant Institution will obtain and maintain appropriate licences to use the third-party software and other IPR.
- 14.8.** Other than as expressly set out in this Agreement, no Party will have any right to use any of the other Party's or the Authority's names, logos or trademarks on any of its products or services without the other Party's prior written consent.
- 14.9.** 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.

- 14.10. Unless stated otherwise, the ownership of all Intellectual Property Rights, and responsibility for their application, rests with the organisation that generates them.
- 14.11. 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.
- 14.12. 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 the FAILSAFE PROJECT at the University of Exeter, funded/co-funded (pick as appropriate) by the UK Department of Health and Social Care’s (DHSC) Global AMR Innovation Fund (GAMRIF). The views expressed in this publication are those of the author(s) and not necessarily those of the UK DHSC.”

- 14.13. For peer-reviewed research articles the Grant Recipient and Downstream Partners will ensure that articles are Open Access via appropriate online repositories. All articles must have a ‘CC BY’ copyright licence, which allows the article to be freely shared, read and reused.
- 14.14. UoE should be alerted to all publicity activities, press releases etc. in advance of them being finalised and released, this should be done via FAILSAFE@exeter.ac.uk. For the avoidance of doubt, Lead Applicants shall not be required to send draft academic publications to UoE and/or GAMRIF prior to publication.

15. OFFICIAL DEVELOPMENT ASSISTANCE (ODA) AND ODA TRANSPARENCY

- 15.1. The Lead Applicant Institution shall undertake reasonable endeavours to ensure that all monies paid to the Lead Applicant Institution can be categorised as ODA by the OECD.
- 15.2. If, as a consequence of breach or negligent performance or non-performance of this Agreement, monies provided to the Lead Applicant Institution are not classified as ODA by OECD, the Lead Applicant Institution shall repay to UoE a sum equal to the amount which the OECD determines is not ODA.
- 15.3. The Lead Applicant Institution and Lead Applicant acknowledges that the Authority supports the requirements of the International Aid Transparency Initiative (IATI) Standard and should, at UoE’s reasonable request, provide all necessary assistance to enable UoE to meet the IATI Standard which shall include the provision of all information and data necessary for the transparent, accurate, timely and comprehensive publishing of all data on all activities related to the delivery of development co-operation and humanitarian aid. The intention of this commitment is to allow traceability throughout the delivery chain. For more details on IATI standards see: <https://iatistandard.org/en/>.

16. PROCUREMENT LAW, SUBSIDY CONTROL AND VALUE FOR MONEY

- 16.1. The Lead Applicant Institution will ensure that any of the Lead Applicant and third parties involved in the Funded Activities will, adopt such policies and procedures that are required in order to ensure that value for money has been obtained in the procurement of goods or services funded by the Grant.
- 16.2. Where the Lead Applicant Institution is a Contracting Authority within the meaning of the Procurement Regulations the Grant Recipient will comply, as necessary, with the Procurement Regulations when

procuring goods and services in connection with the Grant and UoE and the Authority shall not be liable for the Grant Recipient's failure to comply with its obligations under the Procurement Regulations.

- 16.3. The Lead Applicant Institution will ensure that delivery of the Funded Activities does not put UoE or the Authority in breach of the UK's international obligations in respect of subsidies.
- 16.4. The Lead Applicant Institution will maintain appropriate records of compliance with the relevant subsidy control regime and will take all reasonable steps to assist UoE and/or the Authority to comply with the same and respond to any proceedings or investigation(s) into the Funded Activities by any relevant court or tribunal of relevant jurisdiction or regulatory body.
- 16.5. The Lead Applicant Institution acknowledges and represents that the Grant is being awarded on the basis that the Funded Activities being undertaken using the Grant do not affect trade in goods and wholesale electricity between Northern Ireland and the European Union and shall ensure that the Grant is not used in way that affects any such trade.

17. INSURANCE

- 17.1. The Lead Applicant Institution will during the term of the Agreement and for six 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.
- 17.2. The Lead Applicant Institution will upon request produce to UoE 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.

18. LIMITATION OF LIABILITY

- 18.1. 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.
- 18.2. Subject to clause 10.1, UoE'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.
- 18.3. Provided that UoE 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 UoE harmless from and against all such claims, costs, expenses, losses and liabilities.
- 18.4. The provisions of this clause 18 shall survive termination of the Agreement, however arising.

19. CONFLICTS OF INTEREST AND FINANCIAL OR OTHER IRREGULARITIES

- 19.1. 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.
- 19.2. The Lead Applicant Institution must inform in the first instance the FAILSAFE project failsafe@exeter.ac.uk 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 UoE informed about the progress of the investigation.

- 19.3.** 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.
- 19.4.** 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 UoE of the steps being taken to investigate the suspicion and keep UoE informed about the progress of the investigation. Each Party will fully co-operate with investigations into such events, whether led by UoE or the Lead Applicant Institution or the applicable funder.
- 19.5.** 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 five years after the end of the FAILSAFE PROJECT 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.
- 19.6.** Where information is requested by UoE 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.
- 19.7.** 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, UoE 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.

20. ENVIRONMENTAL REQUIREMENTS

- 20.1.** 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.
- 20.2.** 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.
- 20.3.** 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 UoE shall be notified in advance of their use. The Lead Applicant and Lead Applicant Institution shall endeavour to reduce fuel emissions wherever possible.

21. BRIBERY, MODERN SLAVERY, EQUALITY AND TERRORISM

- 21.1.** The Lead Applicant Institution:
 - 21.1.1.** shall not, and shall procure that its staff, agents, consultants and sub-contractors shall not, in connection with this Agreement, commit a Prohibited Act;
 - 21.1.2.** 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;
 - 21.1.3.** shall comply with the funder's anti-bribery policies (this includes but not limited to MRC and the Authority), as updated from time to time and issued to the Lead Applicant Institution by

UoE;

- 21.1.4. 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 14.1;
 - 21.1.5. shall promptly report to UoE any request or demand for any undue financial or other advantage of any kind received by the Lead Applicant in connection with the Research;
 - 21.1.6. shall immediately notify UoE 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;
 - 21.1.7. shall, if requested, provide to UoE with any reasonable assistance, at UoE's reasonable cost, to enable UoE to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act.
 - 21.1.8. within 1 month of the commencement date of the Research, and annually thereafter, certify to UoE in writing (such certification to be signed by an officer of the Lead Applicant Institution) compliance with this clause 21 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 UoE may reasonably request.
 - 21.1.9. For the purpose of this clause 21.1, 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.
- 21.2.** 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.
- 21.3.** 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.
- 21.4.** Consistent with numerous United Nations Security Council resolutions including S/RES/1269 (1999), S/RES/1368 (2001) and S/RES/1373 (2001), UoE 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.
- 21.5.** 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:
- 21.5.1. HM Treasury's Office of Financial Sanctions Implementation – [Financial sanctions: consolidated list of targets](#)
 - 21.5.2. UK Home Office – [Proscribed terrorist groups or organisations](#)
 - 21.5.3. European Union – [Consolidated list of sanctions](#)

21.5.4. United Nations – [United Nations Security Council Sanctions List](#)

21.5.5. World Bank – [World Bank Listing of Ineligible Firms & Individuals](#)

22. DATA PROTECTION

- 22.1.** The personal information that is supplied to UoE in connection with the Research will be stored by UoE, in accordance with the UK General Data Protection Regulation (“UK GDPR”) and the Data Protection Act 2018 and all other applicable laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK (the “UK Data Protection Laws”). UoE 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.
- 22.2.** UoE will use your personal information in order to:
- 22.2.1. process your Application Form for the Research;
 - 22.2.2. manage and administer the Grant should your Application Form be successful;
 - 22.2.3. communicate with you in connection with the Research and the FAILSAFE Project; and
 - 22.2.4. create and share a member profile on the FAILSAFE Network website (if permitted by the Applicant)
- 22.3.** UoE will rely in certain circumstances on its own legitimate interests, or the legitimate interests of a third party, when using your personal information. When UoE relies on legitimate interests, you have a right (along with other personal data protection rights) to object to the UoE'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.exeter.ac.uk/about/oursite/privacy/>.
- 22.4.** The FAILSAFE PROJECT is administered by UoE. The Grant is funded by the Authority. Your personal information and details of your Application Form (including your institution, project title, lay and scientific summary) may be disclosed by UoE to the Authority for the purposes set out above. The Authority 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.
- 22.5.** UoE and the Authority 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).
- 22.6.** The FAILSAFE PROJECT may contact you about other initiatives which may be of interest to you, in accordance with any marketing preferences you have indicated. The Authority or their chosen third-party evaluation contractor may also contact you as part of their evaluation of the Grant.

INTERNATIONAL DATA TRANSFERS

In the event that personal information and or data supplied by you to the UoE leaves the UK (“Transferred Data”), and for which there are no adequacy regulations or similar in place, the following terms shall apply in respect of the UoE as a data exporter. The UoE shall:

- 22.7.** agree that the UK Data Protection Laws apply to its Processing (as defined in the UK GDPR) of the Transferred Data, including transferring it to the Lead Applicant Institution.
- 22.8.** carry out reasonable checks on the Lead Applicant Institution’s ability to comply with applicable data

protection regulations and take appropriate action if at any time it no longer considers that the Lead Applicant Institution is able to comply with the applicable laws or to provide appropriate safeguards.

- 22.9.** co-operate with reasonable requests of the Lead Applicant Institution to pass on notices or other information to and from relevant Data Subjects (as defined in the UK GDPR) where it is not reasonably practical for the Lead Applicant Institution to do so. The UoE may pass these on via a third party if it is reasonable to do so.
- 22.10.** co-operate with and provide reasonable assistance to the Lead Applicant Institution, so that the Lead Applicant Institution is able to comply with its obligations to the relevant Data Subjects under local applicable law.

In the event that personal information and or data supplied by you to the UoE leaves the UK (“Transferred Data”), and for which there are no adequacy regulations or similar in place, the following terms shall apply in respect of the Lead Applicant Institution as a data importer. The Lead Applicant Institution must:

- 22.11.** only Process the Transferred Data for the Purpose;
- 22.12.** keep a written record of its Processing of the Transferred Data and provide this written record if asked to do so by the UoE;
- 22.13.** if the Information Commissioner (“ICO”) requests, provide the ICO with the information it would be required on request to provide to the UoE under this Section 12.1 (including the written record of its Processing, and the results of audits and inspections); and
- 22.14.** co-operate with and provide reasonable assistance to the UoE to enable the UoE to comply with their obligations under UK Data Protection Laws.

In the event that there is a Personal Data Breach (as defined in the UK GDPR) by the Lead Applicant Institution, the Lead Applicant Institution must:

- 22.15.** notify UoE without undue delay after becoming aware of the breach, providing the following information
 - 22.15.1. a description of the nature of the Lead Applicant Institution Personal Data Breach;
 - 22.15.2. (if and when possible) the categories and approximate number of Data Subjects and Transferred Data records concerned;
 - 22.15.3. likely consequences of the Lead Applicant Institution Personal Data Breach;
 - 22.15.4. steps taken (or proposed to be taken) to fix the Lead Applicant Institution Personal Data Breach (including to minimise the harmful effects on Relevant Data Subjects, stop it from continuing, and prevent it happening again) and to ensure that appropriate safeguards are in place;
 - 22.15.5. contact point for more information; and
 - 22.15.6. any other information reasonably requested by UoE, if it is not possible for the Lead Applicant Institution to provide all the above information at the same time, it may do so in phases, without undue delay; and assist the UoE so the UoE can inform Relevant Data Subjects or the ICO or any other relevant regulator or authority about the Lead Applicant Institution Personal Data Breach without undue delay; and
- 22.16.** the Lead Applicant Institution must keep a written record of all relevant facts relating to the Lead Applicant Institution Personal Data Breach, which it will provide to UoE and the ICO on request.

23. GENERAL

- 23.1. 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.
- 23.2. Variation** - UoE 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 UoE, or where UoE reasonably believes that such change is necessary to ensure that the Terms and Conditions comply with industry practice from time to time. UoE 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.
- 23.3. Use of logo** – The Lead Applicant Institution and the Lead Applicant shall not use the logo of UoE without the prior written permission of UoE.
- 23.4. 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).
- 23.5. 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.
- 23.6. No Partnership or Agency** - This Agreement shall not create any partnership or joint venture between the UoE 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.
- 23.7. 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.
- 23.8. 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.
- 23.9. 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, UoE 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.
- 23.10. 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.
- 23.11. Jurisdiction** - The Agreement shall be subject the laws of England and the parties submit to the exclusive jurisdiction of the courts of England.

ANNEX

Global AMR Innovation Fund Communication Guideline 2022

Introduction

About this guidance

The [Global AMR Innovation Fund](#) (GAMRIF) - a portfolio of research and product development projects - is funded through UK Official Development Assistance (ODA) via the Department of Health and Social Care. [ODA](#) funding in the UK is commonly known as 'UK aid'. This document is a guide on how to acknowledge the DHSC support and ODA funding awarded through the GAMRIF programme in research outputs and other materials. Implementing partners and downstream researchers must read the full communication guidance and ensure you comply. If you have any questions on applying the guidance, please [contact](#) the GAMRIF team.

Acknowledgements and disclaimers

All written materials must contain an acknowledgement of the role of GAMRIF (through DHSC) and UK aid and, when mentioning research findings or opinions, an appropriate disclaimer.

For **research papers and articles**, the acknowledgement and disclaimer should be added to the funding or acknowledgments section of the manuscript:

The Global AMR Innovation Fund (GAMRIF) is a One Health UK aid fund that supports research and development around the world to reduce the threat of antimicrobial resistance (AMR) in humans, animals and the environment for the benefit of people in low- and middle-income countries (LMICs). GAMRIF core objectives are to develop innovative One Health solutions to tackle AMR; increase availability of context-specific, accessible, and affordable innovations for LMICs; establish international research partnerships with industry, academia, and governments; and collaborate with and leverage additional funding from other global donors.

This research is [co] funded by the UK Department of Health and Social Care (DHSC) as part of the Global AMR Innovation Fund (GAMRIF). This is a One Health UK aid fund that supports research and development around the world to reduce the threat of antimicrobial resistance (AMR) in humans, animals and the environment for the benefit of people in low- and middle-income countries (LMICs). The views expressed in this publication are those of the author(s) and not necessarily those of the UK DHSC.

Where possible and relevant in **press releases**, delivery partners should acknowledge the role of the DHSC by including the boilerplate below and the GAMRIF and UK aid logos. All press releases should be sent to GAMRIF for approval at least **10 working days** before publication. The GAMRIF team may also use this opportunity to discuss with you the possibility of including a quote or comment on the release. Quotes by DHSC, UK government ministers, the Chief

Medical Officer for England or UK Special Envoy on AMR must have prior approval before publication.

In **press releases** please include the following **boiler plate text**:

Proposed text for the body of the press release:

This research is [co] funded by the UK Department of Health and Social Care (DHSC) as part of the Global AMR Innovation Fund (GAMRIF). This is a One Health UK aid fund that supports research and development around the world to reduce the threat of antimicrobial resistance (AMR) in humans, animals and the environment for the benefit of people in low- and middle-income countries (LMICs).

Proposed text for editors notes:

The Department of Health and Social Care (DHSC) is the UK Government Department which is responsible for helping people to live more independent, healthier lives for longer. The Global AMR Innovation Fund (GAMRIF) is a One Health UK aid fund that supports research and development around the world to reduce the threat of antimicrobial resistance (AMR) in humans, animals and the environment for the benefit of people in low- and middle-income countries (LMICs). GAMRIF core objectives are to develop innovative One Health solutions to tackle AMR; increase availability of context-specific, accessible, and affordable innovations for LMICs; establish international research partnerships with industry, academia, and governments; and collaborate with and leverage additional funding from other global donors.

Logo elements

When communicating about projects funded by GAMRIF, both the UK aid and the GAMRIF logos should be used in any written publications, products and presentations. Higher resolution logos will be sent via email to your organisation. If you have any questions regarding the logos, please [contact](#) the GAMRIF team.

Separate [branding guidance](#) for UK aid should be consulted in addition to this document.



Figure 1: UK aid logo



Figure 2: GAMRIF logo

Rules of use for the UK aid and GAMRIF logos:

1. Do not edit the logo or change the colour.
2. **Exclusion Zones:** When using the UK aid logo, you need to leave sufficient space ('exclusion zone') around the logo measuring the width of the 'U' in the 'UK aid' text. Nothing, including the edge of a page, should fall within the exclusion zone.
3. **Logo size:** The UK aid logo should have a minimum width of 17mm, measured by the width of the flag.
4. **Logo placement:** As a general rule, position the logo either top or bottom left, depending on the design layout. This applies across all applications, from documents through to video and social media graphics.
5. **Co-branding:** Both logos should be in the top or bottom left-hand corner, with the UK aid logo on the left of GAMRIF logo and any other brand logo(s) horizontally aligned to the right-hand corner. If the other brand is leading the communication, the design should follow their guidelines, while remaining faithful to the specific guidance on UK aid and GAMRIF branding logo.

UK aid and GAMRIF logos should appear on:

- Publications (e.g. published annual reports, research reports)
- Banners, posters or backdrops for interviews or media events
- Media relations activity (e.g. press releases, briefings, presentations, in interviews)
- Video content
- Presentation slides and lectures
- Tenders for subcontractors

The UK aid and GAMRIF logos should not appear:

- When visible UK support in country may endanger lives, safety or security of staff or beneficiaries
- When it could undermine the independence or credibility of a programme or organisation
- On merchandise such as mugs, pens, T-shirts, etc.

Country exemptions:

- **India:** The UK government does not use UK aid branding as it is not appropriate for the type of partnership we have with India.
- **Indonesia** - the UK government does use UK aid branding. However, we don't insist on it being front and centre, and we make exceptions to that rule in sensitive contexts. So, for example, on event banners/publication it is on there but not more prominent than local organisations' logos and certainly not as prominent as government of Indonesia logos.
- **Pakistan** - the UK government does use UK aid branding but assess usage on a case by case basis.

If you are unsure of the use of the UK aid logo in any of these countries, please [contact](#) the GAMRIF team.



MRC Centre
for Medical
Mycology



University
of Exeter



Digital Communication & Social Media

The UK Department of Health and Social Care encourages partners to post on social media about the work supported by GAMRIF and contributions UK aid is making to global AMR R&D.

Where possible, the following campaign hashtags should be used: [#StopSuperbugs](#)
[#AMR](#)
[#AntibioticResistance](#) [#GAMRIF](#)

In addition, the following accounts should be tagged where possible: [@UKaid](#) and [@UKgovGHS](#)⁷

Please do not:

- Make negative comments in your official communications about our partners, host governments, competitors or other disciplines/professions;
- Say anything in your official communications that could be construed as a comment on politics, race, gender, religion; or anything that could be taken as offensive to anyone.

Imagery

Project partners are encouraged to take project photos and share imagery on social media as appropriate.

Please include GAMRIF and UK aid logos in all audio-visual content.