SECURE F.P Funding Conditions ver 1.1

1. The Project

1.1 The Project must be carried out in accordance with the Project Proposal and must begin within three months of the date of the offer letter.

1.2 Any major amendments to the Project, including financial, should be notified in writing to SECURE by the recipient (“Recipient”) of the SECURE funding. Details of any such amendment shall be forwarded to the SECURE administrator, Gillian Brown (Gillian.Brown@glasgow.ac.uk) who will liaise with the appropriate contacts within SECURE. All amendments must be approved by SECURE prior to implementation.

1.3 Within one month of the start date of the Project the Recipient will provide SECURE with a description of the funded research (approx. 300 words). This description must be suitable for publication on the SECURE website and the content agreed with SECURE prior to publication.

2. Recipient Obligations

2.1 Prior to the commencement of the Project the Recipient should enter into a project agreement with its collaborators. This agreement (the “Project Agreement”) should set out the responsibilities of the Recipient and each of the collaborators with respect to the conduct of the Project. If requested by SECURE a copy of the Project Agreement should be made available to SECURE.

2.2 The Recipient shall ensure that all licences, consents and approvals required to conduct the Project are obtained prior to the commencement of the Project (except where such could not reasonably have been foreseen prior to the commencement of the Project and provided the Recipient makes reasonably diligent efforts to obtain the same), and shall ensure that it complies with all relevant legislation, rules, regulations and codes of practice relating to conduct of the Project.

2.3 Any employment or visa compliance implications are entirely the responsibility of the project leader and their institution.

2.4 In applying for funds and carrying out the project, applicants commit to abide by all relevant laws and RCUK policies.

3. Funding Terms

3.1 SECURE will pay to the Recipient 100% of the full economic costs directly incurred by the Recipient in respect of the Project, up to the maximum amount specified in the offer letter (subject to any amendments agreed under these Conditions (“the Funding”).

3.2 The Funding will be used only for the purposes of the Project, and will be spent in accordance with the project budget set out in the Project Proposal.

3.3 Joint or partial funding of projects is permitted as long as the role of the other funding is clearly stated and the other funding terms do not conflict with the RCUK and offer letter terms and conditions.

3.4 SECURE’s obligation to pay the Funding is conditional upon:

3.4.1 The University Court of the University of Glasgow receiving the relevant funds from EPSRC; and
3.4.2 The Recipient complying fully with these Conditions
3.5 After submitting the final project report and financial statement to SECURE (mailto:Gillian.Brown@glasgow.ac.uk) the Recipient will be sent a purchase order. The Recipient must then arrange for an invoice (on which the purchase order number is clearly printed) to be sent to: University of Glasgow Finance Office Main Building East Quadrangle Glasgow G12 8QQ
SECURE shall remit payment to the Recipient within thirty (30) days of receipt of a valid invoice.

3.6 The Funding is deemed to be inclusive of VAT and represents the maximum amount payable by SECURE to the Recipient in respect of the Project. Under no circumstances will SECURE be responsible for any additional costs incurred by the Recipient in connection with the Project.

3.7 If the Recipient misapplies the Funding or fails to satisfy any of the Conditions due to its own misconduct or negligence, SECURE will be entitled to withdraw some or all of the Funding.

4. Data Management

EPSRC requires researchers to comply with EPSRC policy framework on research data (http://www.epsrc.ac.uk/about/standards/researchdata/) and it is expected that the Recipient will comply with this framework in respect of the Project.

4.1 Any research or data generated must be made available according to the RCUK policies on open access.

5. Monitoring and Reporting

The Recipient will:
5.1 submit a Project Start certificate to SECURE on the commencement of the Project (in the format provided by SECURE from time to time);
5.2 keep full and accurate records relating to the use of the Funding and expenditure on the Project;
5.3 provide a Financial Statement at the end of the Project;
5.4 submit a final report on the Project no later than two (2) months following completion of the Project.
5.5 notify SECURE (on the reasonable request of SECURE) with details (to the extent that such details are available to the Recipient) of any public and/ or private sector funding (in addition to the Funding from SECURE) which the Collaborators have received in respect of the Project.

Please refer to the reporting guidelines at www.gla.ac.uk/research/az/SECURE/FeasibilityProjects which provides further information on what should be included in the financial statement and final report. Monitoring and reporting information should be sent to the SECURE administrator.

6 Publication and Acknowledgement of Support

6.1 The Recipient will use its reasonable endeavours to publish and disseminate, and to assist the other Collaborators with publishing and disseminating (as appropriate), the results generated during the Project (subject to any obligations of confidentiality contained in the Project Agreement).

6.2 The Recipient will ensure that all publicity materials in respect of the Project (including any publications) acknowledge the support given to the Project by SECURE and the ESPRC (EP/M008347/1)

7 Intellectual Property and Commercial Exploitation
7.1 All intellectual property rights and Project results generated during the Project by the Recipient and collaborator (“Outputs”) will be owned by the party generating such Outputs, subject to the terms (if any) of the Project Agreement.

7.2 For the avoidance of doubt any pre-existing intellectual property rights used by the Recipient (or its Collaborators) in connection with the Project shall remain the property of the party introducing them.

7.3 It is acknowledged that the results of the Project are experimental in nature and no warranty is provided by the Recipient to SECURE in relation to any results generated.

8 Liability

8.1 SECURE’s liability under the offer letter and these Conditions shall be limited to payment of the Funding. Other than to the extent expressly set out in these Conditions, SECURE accepts no responsibility, financial or otherwise, for expenditure or liabilities arising out of, or as a result of, the Project except to the extent that responsibility for such liabilities cannot lawfully be excluded.

8.2 SECURE will not be responsible for any costs, claims or liabilities arising as a result of any act or omission of the Recipient (including the Recipient’s employees, students and sub-contractors) or any of the Collaborators (including the Collaborators’ employees, students and sub-contractors) and the Recipient hereby indemnifies SECURE subject to the limit of liability against direct costs, claims or liabilities suffered or incurred by SECURE as a result of any action, claim or complaint brought by a third party against SECURE arising out of or in connection with the acts and omissions of the Recipient in respect of the Project. The Recipient’s maximum liability under or in connection with the offer letter and these Conditions is limited to £50,000 (fifty thousand pounds). The Recipient shall not be liable for any indirect, consequential, incidental or special damages arising out of or in connection with the offer letter or these Conditions. For the avoidance of doubt, nothing in these Conditions excludes or limits either party’s liability for death or personal injury, fraud, or for any sort of other liability which cannot be excluded or limited by law.

9 General

9.1 The Recipient will not assign and/or sub-contract its rights and/or obligations under these Conditions unless this has been approved by SECURE beforehand under the Project Proposal without the prior written consent of SECURE (such consent not to be unreasonably withheld or delayed).

9.2 Any failure by SECURE to seek redress for any breach of, or to insist on performance in respect of, any provision of the Conditions, or any failure by SECURE to exercise any right or remedy to which it is entitled under the Conditions, will not constitute a waiver of any of the rights of SECURE under these Conditions.

9.3 The Recipient and SECURE each acknowledge that they are subject to Freedom of Information obligations under the Freedom of Information Act 2000 and/or the Freedom of Information (Scotland) Act 2002 and accordingly may be required to make certain information relating to the Project publicly available. Wherever possible, having regard to the timelines for disclosure, the Recipient will consult with SECURE before making any disclosures.

These Conditions will be governed by and construed in accordance with the laws of Scotland. SECURE and the Recipient agree that any dispute arising under or in connection with the offer letter or these Conditions will be decided in the Scottish Courts which will have the exclusive jurisdiction in respect of any such matter.