



(5) When advertising EDICa-funded roles You are encouraged to include the following :“As an EDICa project we support equality of opportunity in employment (LINK TO BE INCLUDED) quality and diversity are all about maximising potential and creating a culture of inclusion for all. For more information please see our website (paste your university EDI website link)”

For the avoidance of doubt, the Funding may only be applied to eligible costs of the Project in accordance with the Conditions and may not be applied to costs that are already funded from other sources of funding. No VAT is payable on the Funding.

This Offer will be governed by and construed in accordance with the laws of England and Wales. EDICa and the Recipient agree that any dispute arising under or in connection with this Offer will be decided in the English Courts, which will have exclusive jurisdiction.

If you wish to accept this Offer, please confirm your acceptance and your agreement to be bound by the Conditions by completing and signing where indicated below.

Payment of the Funding by EDICa is in full and final settlement of the Funding due by EDICa to you relating to the Project. (By accepting this offer you acknowledge and agree that the remaining 20% of the FEC required to fund the Project fully is sourced from other funding and the success of the project may be subject to you securing such other funds.)

*Note: Non-academic or international organisations will receive 100% FEC. This section will be removed for non-academic or international organisations entering into the agreement.*

Yours sincerely,

Constanza Lea Benitez  
Contract Advisor  
Research Engagement Directorate  
Heriot-Watt University

C.Lea\_Benitez@hw.ac.uk

We, [INSERT NAME OF ORGANISATION] the undersigned, hereby confirm our acceptance of the Offer of Project Funding from EDICa dated [INSERT DATE] and agree to be bound by the Conditions detailed therein.

Signature..... Date.....

Title.....

**This is the Schedule referred to in the foregoing Offer of Project Funding  
from EDICa to the Recipient.**

**1. The Project**

- 1.1. The Project must be carried out in accordance with the Project Proposal, and in compliance with the Conditions.
- 1.2. Once agreed, the Recipient will not be entitled to make any amendments to the Project Proposal except with the prior written consent of the EDICa Management Board.

**2. Recipient Obligations**

- 2.1. Where the Project is being conducted by the Recipient jointly with other collaborating parties named in the Project Proposal (each, a **“Collaborator”**), the Recipient will, prior to the commencement of the Project, enter into a project agreement with the Collaborators to set out the responsibilities of the Recipient and each of the Collaborators with respect to conduct of the Project (the **“Project Agreement”**). The terms of the Project Agreement must comply with the Conditions.
- 2.2. The Recipient will ensure that all licences, consents and approvals required to conduct the Project are obtained prior to the commencement of the Project, and that it complies with all relevant legislation, rules, regulations and codes of practice relating to conduct of the Project.

**3. Payment Terms**

- 3.1. EDICa will pay to the Recipient 80%/ (100% for non-academic or international organisations) of the full economic cost directly incurred by the Recipient in respect of the Project, up to the maximum amount of the Funding. The Recipient will be responsible for making any relevant payments to Collaborators.
- 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. EDICa’s obligation to pay the Funding is conditional upon:
  - 3.3.1. Heriot-Watt University receiving the relevant funds from UKRI and the British Academy
  - 3.3.2. the Recipient and each of the Collaborators making the financial and in-kind contributions to the Project set out in the Project Proposal;
  - 3.3.3. the Recipient and each of the Collaborators entering into an appropriate Project Agreement;
  - 3.3.4. the Recipient complying fully with the Conditions; and
  - 3.3.5. the Recipient complying with the quarterly reporting requirements of both financial and metrics as stated in paragraphs 3.6 and 4.3 hereof and RGC 10 and RGC 11 of the UKRI and the British Academy Award Letter.
- 3.4. On acceptance of this Offer of Funding by the Recipient, the EDICa Secretariat will issue a purchase order to the Recipient for the Project budget. On or prior to each quarterly payment date, the Recipient will submit an invoice to EDICa (using the template provided) detailing the Funding amount requested accompanied by a detailed and signed breakdown of all eligible expenditure on the Project. All invoices must include the

purchase order number. Each invoice will contain the following reference: "EDICa Flexible Fund insert project number]" and will be sent to the EDICa mailbox ([EDICaucus@hw.ac.uk](mailto:EDICaucus@hw.ac.uk)). Valid invoices will be paid within forty-five (45) days following the date of receipt by EDICa (subject always to paragraph 3.3 above).

Claims will be submitted on a quarterly basis. All claims should be submitted to the EDICa mailbox within twenty-one (21) days of the relevant quarter end.

- 3.5. The Funding is deemed to be inclusive of VAT and represents the maximum amount payable by EDICa to the Recipient in respect of the Project. Under no circumstances will EDICa be responsible for any additional costs incurred by the Recipient or its Collaborator(s) in connection with the Project, or any costs incurred after 31 December 2024.
- 3.6. Each invoice submitted to EDICa in accordance with paragraph 3.4 shall be accompanied by a financial report detailing the breakdown of the expenditure against the Project budget (included in EDICa template), and an updated profile of spend for the remainder of the Project duration, and any other financial metrics as may be required by the UKRI and the British Academy and notified to the Recipient by EDICa.
- 3.7. If the Recipient misapplies the Funding or fails to satisfy any of the Conditions due to its own misconduct or negligence, EDICa will be entitled to withdraw the Offer of Project Funding, suspend (temporarily or permanently) payment of the Funding and/ or reclaim any portion of the Funding already paid to the Recipient (at the discretion of EDICa acting reasonably in this regard taking into account the nature of the Project). In the case of a reclaim, the Recipient will promptly, on demand, make repayment to EDICa.
- 3.8. The Recipient will be allocated the Project budget as validated by EDICa. The validated Project budget is attached at Schedule 2. The Project may form part of the UKRI and the British Academy mid-term review, and in the event that EDICa budget is revised following the review, the Recipient's Project budget may be amended accordingly. The Recipient agrees to accept any such amendment made by the EDICa Management Board in its discretion.
- 3.9. If:
  - 3.9.1. UKRI and the British Academy withdraws any of the funding which it has allocated to Heriot-Watt University for EDICa; or
  - 3.9.2. there is a material change to the scope, aims and/ or objectives, prospects for success and/ or organisation of the Project (including withdrawal of any other Collaborators) and that change is not agreed by EDICa (EDICa acting reasonably),EDICa will be entitled to withdraw this Offer of Project Funding or suspend (temporarily or permanently) payment of the Funding (at the sole and absolute discretion of EDICa)

#### **4. Monitoring and Reporting**

- 4.1. The Recipient will keep full and accurate records relating to its use of the Funding and its expenditure on the Project. The Recipient will provide to EDICa Management Board all information relating to its use of the Funding as may be requested by EDICa Management Board.
- 4.2. The Recipient will allow EDICa and/ or an independent chartered or certified public accountant appointed by EDICa or UKRI and the British Academy, on reasonable notice at any time during the Project and for six (6) years thereafter, to examine, audit and copy all books and records relating to the use of the Funding.

- 4.3. The Recipient will submit reports quarterly to EDICa through the EDICa reporting system, and at the reasonable request of the EDICa Management Board. Such reports shall summarise the Project's work in progress, status of deliverables, milestones, emerging outcomes, arising intellectual property, and estimated timescales for completion along with any risks and plans for mitigation. Failure to provide satisfactory reports may result in the Funding being withheld in accordance with paragraph 3.3
- 4.4. On completion of the Project the Recipient will ensure that all Project reporting requirements are fulfilled. The Recipient will ensure that the final report in respect of the Project is submitted to EDICa Management Board no later than one (1) month following completion of the Project. The final report shall contain full details of the results and outputs of the Project together with details of how the Recipient and the Collaborators plan to use the results generated during the Project in the future and, in particular, details of any plans for commercial exploitation of any intellectual property rights and results generated during the Project.
- 4.5. The Project Recipient will ensure that all outputs stated in the Call (as shared in Schedule 3) are fulfilled as per below:
  - 4.5.1. Produce an accessible final report at the end of their project, of no more than 10,000 words. This should include a summary of the project, the methodology used to undertake the project, research findings, recommendations, and a full cost report (within one month following completion of the Project)
  - 4.5.2. Create one blog article and/or a reflective piece (within one month following completion of the Project)
  - 4.5.3. Present research during EDICa's Seminar Series: <https://edicaucus.ac.uk/edica-seminar-series/>
  - 4.5.4. Work with the EDICa engagement team to disseminate findings across their network (throughout the Project, and within one month following completion of the Project)
  - 4.5.5. Meet with the EDICa team each quarter to report on project updates
- 4.6. For a period of five (5) years following completion of the Project, the Recipient will provide EDICa (on the reasonable request of EDICa) with information and data (to the extent that such details are available to the Recipient) that will assist the UKRI and the British Academy in measuring the success of meaningful change across the R&I systems in the UK and internationally.

## **5. Publication and Acknowledgement of Support**

- 5.1. The Recipient will ensure that no press release or public disclosure concerning the Project will be made unless and until the relevant press release or public disclosure has been approved by EDICa. In the case of the printed media, the Recipient may be asked to supply UKRI and the British Academy with a copy of the coverage.
- 5.2. The Recipient will use its reasonable endeavours to publish and disseminate, and to assist the other Collaborators with publishing and disseminating on the EDICa website and elsewhere (as appropriate), the outputs, results, and arising intellectual property generated during the Project (subject to any obligations of confidentiality contained in the Project Agreement).

The Recipient will ensure that all publications in respect of the Project (including any press releases in accordance with Clause 5.1, and academic publications in accordance

with Clause 5.2) acknowledge the support given to the Project by the EDICa in the following format, "We would like to acknowledge that this work was supported by the UKRI and the British Academy Funding through the Equality Diversity and Inclusion Caucus (ES/X008444/1)"

## **6. Procurement**

- 6.1. The procurement of equipment, consumables and services, including maintenance, must comply with all relevant national and EU legislation and consideration must be given to the energy and waste implications of all procurements.
- 6.2. Only budgeted procurement of equipment and consumables included on proposals up to a value of ten thousand pounds Sterling (£10,000) (including VAT) is eligible expenditure without further explicit consent from UKRI and the British Academy and EDICa.
- 6.3. Where equipment is procured with the Funding by the Recipient, the Recipient will ensure that, following completion of the Project, access to such equipment is (wherever possible) made available to parties conducting future EDICa-funded research projects on fair and reasonable conditions to be agreed between the Recipient and the party requesting access to any such equipment.

## **7. Intellectual Property, commercialization, and benefit of society and the economy**

- 7.1. The Recipient will make available all of its relevant background intellectual property for use in the Project in accordance with the Project Proposal.
- 7.2. All intellectual property rights and project results generated during the Project by the Recipient ("**Outputs**") will be owned by the Recipient, subject to the terms (if any) of the Project Agreement. Notwithstanding the foregoing, the Recipient understands that there is an expectation that the Outputs will be shared with other parties to the EDICa Collaboration Agreement and UKRI and the British Academy. Accordingly, the Recipient hereby grants, subject to the terms of the Project Agreement (if any) and/or the terms of any exploitation agreement entered into in relation to all or any part of the Outputs, to (i) Heriot-Watt University; and (ii) to each other party to the EDICa collaboration Agreement) an irrevocable, non-exclusive, royalty-free, transferable licence to access and use, and to facilitate and allow access and use of those Outputs for future academic non-commercially funded research.
- 7.3. The Recipient will use reasonable endeavours to enter negotiations and agree licensing arrangements, with a view to commercially exploiting the intellectual property rights and/or results generated during the Project.
- 7.4. The Recipient will make every reasonable effort to ensure that the intellectual assets obtained in the course of the research, whether protected by intellectual property rights or not, are used to the benefit of society and the economy.
- 7.5. If, after twelve (12) months following completion of the Project, the Recipient has not granted licences in respect of the intellectual property rights and/or results generated by it during the Project for the purpose of commercial exploitation, the Recipient will meet with EDICa to discuss future use or licensing of such intellectual property rights and/or project results (as appropriate) in order to help achieve the objectives of EDICa time to time.

## **8. Liability**

- 8.1. EDICa's liability under the Offer shall be limited to payment of the Funding as set out above. Other than to the extent expressly set out in the Conditions and other than to the extent set out in the Project Agreement agreed between the Recipient and the

Collaborators, EDICa 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. EDICa 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 EDICa against any costs, claims or liabilities suffered or incurred by EDICa as a result of any action, claim or complaint brought by a third party against EDICa arising out of or in connection with the acts and omissions of the Recipient in respect of the Project.
- 8.3. Except for that which cannot be limited by law, the Recipient's liability to EDICa hereunder shall be limited to the amount of the Funding.

## **9. General**

- 9.1. The Recipient will not assign and/or sub-contract its rights and/ or obligations under the Offer, unless this has been approved by EDICa beforehand, (such consent not to be unreasonably withheld or delayed).
- 9.2. Any failure by EDICa to seek redress for any breach of, or to insist on performance in respect of, any provision of the Conditions, or any failure by EDICa exercise any right or remedy to which it is entitled under the Conditions, will not constitute a waiver of any of the rights of EDICa under Conditions.
- 9.3. The Recipient must ensure that its use of the Funding complies with any UK Subsidy Control Framework in force at any time in the duration of the Project. Any breach of any UK Subsidy Control Framework may result in the Funding being recovered by UKRI and the British Academy.
- 9.4. The Conditions will be governed by and construed in accordance with the laws of England and Wales. EDICa and the Recipient agree that any dispute arising under or in connection with the Conditions will be decided in the English Courts, which will have the exclusive jurisdiction in respect of any such matter.



## **SCHEDULE 1**

**PROJECT PROPOSAL (as revalidated)**

## SCHEDULE 2

### PROJECT BUDGET (as revalidated)

<b>Summary funding heading</b>	<b>Funding heading</b>	<b>Full Economic Cost University of X #PROJECT NUMBER (100% fEc)</b>	<b>EDICA Contribution University of X #PROJECT NUMBER (80% fEc)</b>
<b>Directly Incurred</b>	Staff		
	Travel and Subsistence		
	Equipment		
	Other Costs		
	Subtotal		
<b>Directly Allocated</b>	Investigators		
	Estates Costs		
	Other Directly Allocated		
	Subtotal		
<b>Indirect Costs</b>			
	Indirect Costs		
<b>Exceptions</b>	Staff		
	Other Costs		
	Subtotal	<i>0.00</i>	<i>0.00</i>
<b>Total</b>			

**SCHEDULE 3: UKRI and the British Academy Grant conditions on the Award Letter**  
ref ES/X008444/1 (to be added)