

CRAFTS SMALL GRANTS

FUNDING AGREEMENT entered into on the date of the last signature below between:

1. The University of Warwick a corporate body incorporated by Royal Charter (Royal Charter Number RC000678) whose main administrative office is at University House, University of Warwick, Kirby Corner Road, Coventry, CV4 8UW ("**Warwick**");
2. [Insert full legal name of Collaborator] whose main administrative office is at [insert full legal address of Collaborator] ("**Awardee**");

(each a "**Party**" and collectively the "**Parties**").

BACKGROUND

- A) Warwick was awarded a Grant by the Economics and Social Research Council (the "**Funder**" or "ESRC") on 11th February 2025, following a successful bid for funding for the Centre for Competitive Advantage in the Global Economy, submitted to ESRC's 2023 ESRC Centre call;
- B) Warwick wishes to make awards utilising the Grant funds, in compliance with the Funder's Terms stipulations on the 'flexible funding pot', to successful applicants to the Centre's 'Crafts Small Grants' call following competitive review of proposals (the "**Award**");
- C) with reference to the Award, Warwick wishes to support the project entitled "[insert full project title as appears on application/award documentation]" (the "**Project**"), therefore a financial sum is awarded to the Awardee as detailed in Schedule 3;
- D) the Parties hereby confirm their intention to regulate their rights and obligations in accordance with the terms and conditions contained in this Agreement and to uphold the core academic values of freedom of thought and expression in their participation in the Project.

TERMS AND CONDITIONS

The Parties agree as follows:

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this agreement, unless the context requires otherwise, the following words have the following meanings:

Agreement	means this Funding Agreement, including the Schedules, as amended from time to time in accordance with its terms;
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Grant

	the Grant awarded to Warwick appended at Schedule 2;
Background	means all algorithms, data, designs, discoveries, formulae, improvements, information, inventions, materials, methods, processes, results, software, specifications, techniques and Intellectual Property used in connection with the Project that have been generated prior to or outside the scope of the Project;
Confidential Information	means (a) Background that is marked as confidential at the time of disclosure or which by its nature and from the circumstances of its disclosure reasonably ought to be considered confidential;
Commencement Date	means [insert date] notwithstanding the date of signature of this Agreement;
End Date	means [insert date] or any other date agreed in accordance with clause 6.2;
Finance Contact	the finance contact responsible for receiving invoices on behalf of Warwick and identified in Schedule 3;
Funder Terms	the terms and conditions of the Grant attached at Schedule 2;
Intellectual Property	intellectual property of any description recognised in any jurisdiction including patents, copyrights, database rights, design rights (registered and unregistered), trademarks, trade names and service marks, and applications for any of the above;
Joint Results	any Results that are generated by two or more Parties jointly and for which it is impossible to segregate each Party's intellectual contribution to the creation of such Results;
NSI Act	means the National Security and Investment Act 2021;
NSI Notice or Order	means a notice or order from the Secretary of State under the NSI Act in relation to an entity or asset connected with this Agreement;

Project Leader	the Project contact for the Awardee identified in Schedule 4;
Proposal	the final proposal for the Project submitted by the Awardee to Warwick and attached at Schedule 1;
Results	all algorithms, data, designs, discoveries, formulae, improvements, information, inventions, materials, methods, processes, results, software, specifications, techniques and Intellectual Property arising in the course of undertaking the Project (and which for the avoidance of doubt includes Joint Results);
Schedules	means the Schedules to a forming part of this Agreement;
Centre	University of Warwick's Centre for Competitive Advantage in the Global Economic (CAGE)
Call Terms	The terms set out in Schedule 6.

1.2 In this Agreement:

- 1.2.1 any words following the expression "**including**", "**include**", "**in particular**", "**for example**" or any similar expression shall be construed as illustrative and do not limit the sense of the words preceding that expression; and
- 1.2.2 any reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

2 THE PROJECT

- 2.1 This Agreement and the Project shall commence on the Commencement Date and continue until the End Date unless this Agreement is terminated earlier in accordance with its terms.
- 2.2 The Awardee shall endeavour to:
- (a) perform the Project diligently (including any work expressly allocated to it in the Proposal); and
 - (b) adhere to the call terms as described in Schedule 6;
- in each case under the management of the Project Leader and in accordance with this Agreement.
- 2.3 Without prejudice to clause 2.2, the Parties acknowledge and agree that the Project is of an experimental and developmental nature and accordingly no Party guarantees that its work will lead to a successful outcome or achieve any particular result.

1 THE AWARD

- 1.1 The Funder has undertaken to provide funding to Warwick as set out in the Grant and subject to the Funder Terms. Warwick has undertaken to provide funding for Project in utilisation of the Grant and the Awardee shall be the recipient of the Award.
- 1.2 Each Party is bound by the Funder Terms in so far as they are applicable to that Party. No Party shall do or omit to do anything in the performance of its obligations under this Agreement that would put Warwick in breach of the Funder Terms. In the event of any conflict between the Funder Terms and any other terms and conditions of this Agreement, the Funder Terms shall take precedence.
- 1.3 The allocation of funds to the Awardee and the breakdown of such amount by budget category is set out in Schedule 3. The sole financial obligation of Warwick in respect of funding to the Awardee in this Agreement is to forward the allocated amount to the Awardee in accordance with this Agreement.
- 1.4 If and to the extent permitted by the Funder Terms, changes to the amounts allocated to the Awardee and virements between budget categories may be agreed by Warwick.
- 1.5 Should the Awardee subcontract any portion of the Project and/or undertakes the Project in collaboration with a 3rd party, then it must implement a contract which binds such subcontractors and/or collaborators to compliance with the terms of this Agreement. The contract with subcontractors and/or collaborators shall preserve and uphold the terms, rights and obligations of this Agreement including but not limited to Liabilities, Confidentiality, Intellectual Property rights, Publication rights and Funder Terms. Where there is any conflict between the terms of any subcontractor or collaborator agreement and this Agreement, then the terms of this Agreement shall take precedent. Subject to Clause 11, the Awardee shall be wholly liable for the acts and omissions of its subcontractor/s and/or collaborator/s. Notwithstanding the rest of this Agreement, Warwick shall have no obligations to liabilities regarding any subcontractors or collaborators of the Awardee.

2 PAYMENT

- 2.1 Unless otherwise agreed by Warwick, the Awardee shall submit an invoice to Warwick in arrears for expenditure it has incurred in accordance with this Agreement up to the value of 25% of the Award amount in every 6-month period. The final invoice shall be submitted to Warwick within 30 days of the End Date for the full remaining Award amount. Each such invoice shall be addressed to the Finance Contact, quote the reference set out in Schedule 3, be sent alongside a progress report and identification of milestones, and include all details and evidence of expenditure and performance required by the Funder Terms. Subject to receipt of funds from the Funder, Warwick will pay the Awardee within 30 days of receipt of a valid invoice.
- 2.2 If and to the extent required by the Funder Terms or Warwick, the Awardee shall submit a final statement of expenditure to Warwick including all details and

evidence of expenditure and performance within 30 days of the End Date or earlier termination of this Agreement.

- 2.3 Any expenditure that is not incurred in accordance with this Agreement (including any expenditure in excess of the amount allocated to the Awardee in Schedule 3) shall be the responsibility of the Awardee. For the avoidance of doubt, Warwick shall have no obligation to pay the Awardee in respect of any such expenditure.

3 REPAYMENT OF THE AWARD

If the Funder requires Warwick to reimburse any of the Grant in accordance with the Funder Terms, then to the extent such requirement arises from the acts or omissions of any Awardee, the Awardee shall reimburse Warwick an equivalent amount, including any interest charged by the Funder, within 30 days of demand.

4 AMENDMENTS

- 4.1 Except as otherwise expressly stated in this Agreement, any amendment to this Agreement shall be in writing, in a form agreed and signed by authorised signatories for each Party.
- 4.2 At Warwick's sole discretion, this Agreement may be extended by the Parties wishing to continue the Project beyond the End Date (the "**Extending Parties**") with the explicit consent of Warwick. Extensions requested by the Awardee at a time under 3 months from the original Project end date, may be rejected on this basis. Warwick may agree to an extension of no more than 6 months.

5 INTELLECTUAL PROPERTY

- 5.1 All Background shall remain the property of the Party contributing the same. no Party shall gain or claim any right, title or interest in any Background or Results except as expressly granted in this Agreement.
- 5.2 Subject to clauses 7.1 and 7.3, each Party shall own the Results generated by its employees, students, appointees and agents.
- 5.3 Subject to clause 7.1, Joint Results shall be jointly owned by the Parties who generated such results (the "**Joint Owners**") in proportion to their respective intellectual contributions.

The Joint Owners may take such steps as they may decide from time to time, to register and maintain any protection for Joint Results, including filing and prosecuting patent applications for any Joint Results, and taking any action in respect of any alleged or actual infringement of the Joint Results. If one or more of the Joint Owners does not wish to take any such step or action, the other Joint Owner(s) may do so at their expense, and the owner not wishing to take such steps or action will provide, at the expense of the owner making the request, any assistance that is reasonably requested of it.

Any Joint Owner may commercially exploit the Joint Results with the written consent of the other Joint Owner(s) (such consent not to be unreasonably withheld or delayed). In such circumstances, the Joint Owner that is commercially exploiting the Joint Results shall pay the other Joint Owner(s) a fair

and reasonable royalty rate/revenue on the value of any products or processes commercially exploited by it which incorporate any Joint Results taking into consideration the respective intellectual and financial contributions of the Joint Owners to the development of the Joint Results, the expenses incurred in securing intellectual property protection thereof, the costs of its commercial exploitation and the proportionate value of the Joint Results in any such product or process.

5.4 Subject to the restrictions in clauses 9 (Publication) and 13 (Transfer of Data or Materials) each Party grants the other Party:

5.4.1 an irrevocable, non-exclusive, non-transferable, non-sub-licensable, royalty-free licence to use its Results to enable the other Party to perform their respective parts of the Project, and for academic teaching, academic research and publication, including academic research projects funded by third parties (including commercial entities) provided no commercial benefit is derived from such. For the avoidance of doubt, as this licence is non-transferable and non-sub-licensable, the licensee is not permitted to grant any rights to use these Results to any third party.

5.4.2 where the Awardee has subcontracted work for the Project and/or collaborated with a 3rd party in undertaking the Project, then the Awardee shall procure all Intellectual Property rights from such subcontractor and/or collaborator to uphold obligations and service the Intellectual Property rights to all Intellectual Property developed by the Project under the terms of this Agreement. For the avoidance of doubt, any Intellectual Property created, owned or licensed to/from a subcontractor or collaborating 3rd party shall be treated as Intellectual Property created, owned or licensed to/from the Awardee.

5.5 Subject to the restrictions in clause 9 (Publication), to the extent that exploitation of the Awardee's Results depends on the Awardee's Background (such that was used in the Project), the Awardee shall grant the exploiting Party a non-exclusive licence to use its Background on fair and reasonable terms to be agreed (provided it is free to licence the Background in question).

6 CONFIDENTIALITY

6.1 Subject to clause 8.2 and clause 9 (Publication), no Party shall publish or disclose any Confidential Information of another Party without its prior written consent, except to disclose such information to those of its employees, students, appointees and agents who need it to perform the Project. The provisions of this clause 8.1 shall survive for a period of 3 years from expiry or earlier termination of this Agreement.

6.2 The obligations in clause 8.1 shall not apply to information that:

6.2.1 is or becomes publicly known without any breach of this Agreement or any other undertaking to keep it confidential;

- 6.2.2 is known to the receiving Party before its receipt from the disclosing Party (demonstrable by written records) and is not already subject to any obligation of confidentiality to the disclosing Party;
 - 6.2.3 is lawfully acquired from a third party in circumstances where the receiving Party has no reason to believe there has been a breach of an obligation of confidentiality owed to the disclosing Party ;
 - 6.2.4 is independently developed by the receiving Party without reference to another Party's Confidential Information (demonstrable by written records);
 - 6.2.5 is required to be disclosed to any regulatory authority or court of competent jurisdiction or pursuant to a request under the Freedom of Information Act 2000, the Freedom of Information (Scotland) Act 2002, Environmental Information Regulations 2004 or Environmental Information (Scotland) Regulations 2004; or
 - 6.2.6 is disclosed to any regulatory authority pursuant to the mandatory or voluntary notification procedure under the National Security and Investment Act (2021).
- 6.3 If any Party receives a request under the Freedom of Information Act 2000 or the Freedom of Information (Scotland) Act 2002 to disclose any Confidential Information, it will notify the other Party. If requested to do in any such notice the other Party shall within 5 days provide reasonable assistance in determining whether or not an exemption applies.

7 PUBLICATION

- 7.1 Nothing in this Agreement shall prevent or hinder registered students of any Party from submitting for degrees of that Party theses based on Results or from following any other procedures of such Party for examination and admission to achieve postgraduate degree status.
- 7.2 In accordance with normal academic practice, all employees, students, appointees and agents of any Party (including those who work on the Project) shall be permitted in pursuance of their academic functions, to discuss work undertaken as part of the Project in internal seminars and to give instruction within their organisation on questions related to such work.
- 7.3 The Awardee shall publish or otherwise make publicly available the Results of the research funded under this Award in a timely manner, for the benefit of the public and the advancement of knowledge.

Each Party may publish Results. Each Party intending to publish Results shall circulate its proposed publication to the other Party at least 30 days in advance of its submission for publication. The Party may require the publishing Party to modify the submission for publication if in its reasonable opinion such modification is necessary to protect its Confidential Information other than Results.

Notification of the requirement for modification in submission for publication must be received by the publishing Party within 30 days after receipt of the proposed publication by the other Party failing which the publishing Party shall be free to assume that the other Party has no objection to the proposed publication. The provisions of this clause 9.3 shall survive for a period of 1 year from expiry or earlier termination of this Agreement.

- 7.4 where the Awardee has subcontracted work for the Project and/or collaborated with a 3rd party in undertaking the Project, then the Awardee shall procure all Publishing rights from such subcontractor and/or collaborator to uphold obligations and service the Publication rights over all Intellectual Property developed by the Project under the terms of this Agreement. For the avoidance of doubt, any Intellectual Property created, owned or licensed to/from a subcontractor or collaborating 3rd party shall be subject to the Publishing rights under this Agreement as if it were created, owned or licensed to/from the Awardee.
- 7.5 All publications shall acknowledge the funding made available for the Project by the Funder and Warwick. Each Party intending to publish Results shall comply with any requirements in the Funder Terms to circulate the proposed publication to the Funder's representative via Warwick. Where acknowledging the Funder the Awardee must comply with the Funder Terms. Where acknowledging Warwick the Awardee must acquire and comply written instructions given by the Centre.
- 7.6 No Party shall use the name, trademark or logo of any other Party or the name of any of its employees, students, appointees or agents in any press release, marketing, or other publication without the prior written consent of the Party.

8 TERMINATION

- 8.1 The Awardee may terminate this Agreement with 60 days notice by giving written notice to the other Party if:
- 8.1.1 Warwick is in material breach of any of its obligations under this Agreement and such breach is not capable of remedy; or
 - 8.1.2 Warwick is in material breach of any of its obligations under this Agreement and such breach is capable of remedy but the other Party fails to remedy the breach within 30 days after being notified in writing to do so.
 - 8.1.3 Warwick becomes insolvent, or if an order is made or a resolution is passed for its winding up (except voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed over the whole or any part of the other Party's assets, or if the other Party makes any arrangement with its creditors or if the other Party or any part of its assets or is the subject of a procedure with a similar effect to any procedure listed in this clause 10.1.2
- 8.2 Warwick may terminate this Agreement with immediate effect by giving written notice to the other Party:

- 8.2.1 in the event that the Award is terminated; or
 - 8.2.2 the Awardee becomes insolvent, or if an order is made or a resolution is passed for its winding up (except voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed over the whole or any part of the other Party's assets, or if the other Party makes any arrangement with its creditors or if the other Party or any part of its assets or is the subject of a procedure with a similar effect to any procedure listed in this clause 10.2.2; or
 - 8.2.3 the Awardee is in material breach of any of its obligations under this Agreement and such breach is not capable of remedy; or
 - 8.2.4 the Awardee is in material breach of any of its obligations under this Agreement and such breach is capable of remedy but the other Party fails to remedy the breach within 30 days after being notified in writing to do so.
- 8.3 The Awardee shall not be entitled to recover any of its costs in connection with the Project that are incurred on or after expiry or the earlier termination of this Agreement.
- 8.4 Clauses 5 (Repayment of the Award), 7 (Intellectual Property), 10 (Termination), 11 (Liability), 12 (Applicable Law), 13 (Transfer of Data or Materials), 14 (Anti-bribery), 16 (Impact), 17 (Research Misconduct), 21 (Third Party Rights), 25 (Dispute Resolution), 26 (Law), shall survive the expiry or earlier termination of this Agreement. Clause 8 (Confidentiality) shall survive for a period of 3 years from expiry or earlier termination of this Agreement. Clause 9 (Publication) shall survive for a period of 1 year from expiry or earlier termination of this Agreement.

9 LIABILITY

- 9.1 No Party makes any representation or warranty in relation to the Results. No Party accepts any responsibility for any use which may be made of the Results, nor for any reliance which may be placed on any Results, nor for advice or information given in connection with any Results.
- 9.2 No Party makes any representation or warranty that the content or use of any Background, Results, materials, data, advice or information provided by its employees, students, appointees or agents in connection with the Project, will not constitute or result in infringement of third-party rights.
- 9.3 Nothing in this Agreement limits or excludes a Party's liability for (a) death or personal injury caused by negligence, (b) fraud or fraudulent misrepresentation or (c) any other liability which by law cannot be limited or excluded.
- 9.5 Subject to clause 11.3, Warwick shall have no liability to the Awardee in respect of all and any losses arising under or in connection with this Agreement, whether in contract, tort, or breach of statutory duty.

- 9.6 The Awardee shall be responsible for all claims, costs, expenses, losses and liabilities howsoever arising in connection with the Project and the receipt and use of the funding and the Awardee shall indemnify Warwick against all such claims, costs, expenses, losses and liabilities.
- 9.7 Subject to clause 11.3, the aggregate liability of the Awardee whether in contract, tort (including negligence), breach of statutory duty or otherwise arising out of the subject matter of this Agreement (including the Project and the Results) shall not exceed in total the value of the Award plus any interest charged in accordance with Clause 5, and shall not extend to Indirect or Consequential losses.
- 9.6 The express undertakings and warranties given by the Parties in this Agreement are in lieu of all other undertakings, warranties, terms and conditions, whether express or implied by statute, common law, custom, trade usage, course of dealing or in any other way. All of these are excluded to the fullest extent permitted by law.

10 APPLICABLE LAWS

Each Party shall ensure that in performing the Project and exercising its rights under this Agreement it complies with all applicable ethical, legal and regulatory requirements including those relating to data protection, human tissue, modern slavery, anti-bribery, anti-corruption, subsidy control, national security and export control. Non-compliance with this clause by one Party does not justify non-compliance with the rest of the Agreement by the other Party.

11 TRANSFER OF DATA OR MATERIALS

- 11.1 Each Party receiving data or materials from another Party in connection with the Project, shall only use such data and materials in accordance with this Agreement. Any Party providing data or materials to another Party in connection with the Project shall comply with all applicable export control restrictions and provide written notice of such restrictions to the receiving Party as soon as reasonably practicable prior to the agreed transfer date.
- 11.4 For the avoidance of doubt, no Party shall reverse engineer any of the data or materials provided to it under this Agreement save to the extent expressly required for the performance of the Project in accordance with this Agreement.
- 11.5 Each Party receiving data or materials that constitute Background of another Party shall ensure that such data or materials are:
- 11.5.1 only used by (i) a named scientist employed by the receiving Party and agreed with the providing Party (the "Recipient Scientist") and (ii) other employees and students of the receiving Party working under the direct supervision of the Recipient Scientist who shall ensure that those employees and students are aware of and required to comply with this Agreement;
 - 11.5.2 appropriately safeguarded against theft and unauthorised access and, in the case of materials, kept securely at the Recipient Scientist's laboratory; and

- 11.5.3 not transferred to anyone else without the prior written consent of the providing Party.

12 ANTI-BRIBERY

12.1 Each Party shall:

- 12.1.1 comply with all applicable laws relating to anti-bribery and anti-corruption (the "Relevant Requirements"), including the Bribery Act 2010, in connection with its conduct under this Agreement;
- 12.1.2 have in place and maintain throughout the term of this Agreement its own policies and procedures, including Adequate Procedures (as defined in section 7(2) of the Bribery Act 2010 and any guidance issued under section 9 of that Act) under the Relevant Requirements, to ensure compliance with the Relevant Requirements, and shall enforce such policies and procedures where appropriate; and
- 12.1.3 promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by it in connection with this Agreement.

12.2 Each Party shall ensure that any Associated Person (as defined in section 8 of the Bribery Act 2010) that it involves in the performance of its obligations under this Agreement and/or in the provision of support services, does so only on the basis of a written agreement which imposes on and secures from such Associated Person terms equivalent to those imposed on the Parties under this clause 16. The Parties shall be responsible for the observance and performance by such Associated Persons of such terms, and shall be liable to the other Parties for any breach by such Associated Persons of any such terms.

12.3 The Parties acknowledge and agree that any breach of this clause 14 (however trivial) shall be deemed to be an irremediable material breach of this Agreement for the purposes of clause 10.

13 NSI ACT

13.1 Any Party intending to submit a voluntary notification under the NSI Act in connection with the subject matter of this Agreement shall give reasonable prior written notice of its submission to the other Party. If requested to do so by the notifying Party, the other Party shall provide reasonable assistance with the voluntary notification.

13.2 If any Party receives an NSI Notice or Order it shall notify the other Party in writing as soon as reasonably practicable and, to the extent it is legally able to do so, include details of the NSI Notice or Order in such notice.

13.3 Each Party shall (i) comply with all directly applicable provisions of any NSI Notice or Order and (ii) on request of any other Party provide reasonable assistance to such other Party in connection with compliance with any NSI Notice or Order.

13.4 If compliance with an NSI Notice or Order can be achieved by:

- 13.4.1 terminating a Collaborator's participation in this Agreement, Warwick may do so with immediate effect by giving written notice to the relevant Collaborator copied to the other Collaborators;
 - 13.4.2 otherwise amending this Agreement (including by changing or deleting part of the Project), the Parties shall use reasonable endeavours to agree an appropriate amendment that is acceptable to the Funder (i) within the time period stated in the relevant NSI Notice or Order or (ii) in the absence of any such time period within 30 days of the date of such NSI Notice or Order. If the Parties fail to agree an appropriate amendment within any such time period Warwick may terminate this Agreement with immediate effect by giving written notice to the Collaborators.
- 13.5 If compliance with an NSI Notice or Order cannot be achieved by terminating a Collaborator's participation in this Agreement or otherwise amending this Agreement, this Agreement shall terminate automatically with immediate effect or on expiry of the relevant time period in the NSI Notice or Order, whichever the later.
- 13.6 Notwithstanding any other provision of this Agreement, any Party that fails to make a mandatory notification under the NSI Act in connection with the subject matter of this Agreement shall reimburse all costs incurred by the other Party as a result of such failure (including all costs associated with related NSI Notices and Orders and the amendment and termination of this Agreement).

14 IMPACT

Each Party agrees to provide information (excluding Confidential Information) reasonably requested by the other Party to demonstrate the impact of the Project on society and the economy.

15 RESEARCH CONDUCT

- 15.1 Each Party shall ensure it has well defined arrangements for investigating and resolving allegations of research misconduct.
- 15.2 The Awardee is required to obtain all necessary ethics approvals from the relevant approval or regulatory body in compliance with the Funder Terms. Approval must have been granted before any Project work commences.

16 FORCE MAJEURE

- 16.1 A Party shall not be liable for any failure or delay in the performance of its obligations under this Agreement (except in relation to a payment obligation) if such failure or delay is due to circumstances beyond its reasonable control whether foreseeable or not, including epidemic and pandemic, government actions and guidance, and changes in law (excluding the receipt of an NSI Notice or Order which shall be dealt with under clause 15) (each an "Event of Force Majeure").

16.2 Each Party affected by an Event of Force Majeure shall use reasonable endeavours to mitigate the effects of such event on the performance of its obligations under this Agreement.

16.3 If the period of non-performance or delay due to an Event of Force Majeure lasts for 3 months and is reasonably anticipated to continue, the Parties shall, in consultation with the Funder discuss whether the Project is still viable and whether this Agreement should be amended or terminated.

17 NO ASSIGNMENT

Except as otherwise expressly stated in this Agreement, no Party shall assign, licence, sub-contract or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.

18 NO PARTNERSHIP

Nothing in this Agreement creates, implies or evidences any partnership or joint venture between any of the Parties, or any relationship of principal and agent between any of the Parties, or authorises any Party to make any representation or commitment on behalf of any other Party.

19 THIRD PARTY RIGHTS

Except as otherwise expressly provided in this Agreement, nothing in this Agreement shall confer on any third party any benefit or any right to enforce any term of this Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999.

20 WAIVER

20.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

20.2 A failure or delay by a Party to exercise any right or remedy under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of that or any other right or remedy.

21 SEVERABILITY

21.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

21.2 If any provision or part-provision of this Agreement is deemed deleted under clause 23.1, the Parties shall negotiate in good faith to agree a replacement provision that as far as reasonably possible achieves the intended result of the original provision.

22 NOTICES

The Parties representatives for the purpose of receiving notices shall be as set out in Schedule 4 until further written notice.

23 DISPUTE RESOLUTION

If any dispute arises out of this Agreement the Parties shall first attempt to resolve the matter informally through designated senior representatives of each Party to the dispute, who are not otherwise involved in the Project. If the Parties are not able to resolve the dispute informally within 2 months from the date the informal process was requested by written notice, they will attempt to resolve the dispute by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. A Party may litigate if the dispute is not resolved by mediation within 1 month from the date the mediator is appointed. Any Party may apply for an injunction, whether or not a dispute has been escalated under this clause.

24 LAW

This Agreement and any dispute or claim arising out of or in connection with its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales and (once the dispute resolution procedures set out in clause 25 have been exhausted) subject to the exclusive jurisdiction of the Courts of England and Wales.

25 ENTIRE AGREEMENT

This Agreement (which for the avoidance of doubt includes the Schedules) constitutes the entire agreement between the Parties in relation to its subject matter. Each Party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

26 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may be signed by electronic signature (whatever form the electronic signature takes) and delivered by email, or signed by manuscript signature and delivered by email, and this shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

This Agreement has been entered into on the date of the last signature below.

For and on behalf of **THE UNIVERSITY OF WARWICK**

Full name:

Signed:

Title:

Date:

For and on behalf of **[INSERT FULL LEGAL NAME OF AWARDEE]**

Full name:

Signed:

Title:

Date:

Schedule 1 Proposal

A copy of the Proposal **[INSERT DATE AND ANY RELEVANT REFERENCE]** is embedded in this Schedule and is also provided as a separate electronic attachment.

[INSERT PDF OF FINAL PROPOSAL]

Schedule 2 Funder Terms

A copy of the Funder Terms **[INSERT DATE AND ANY RELEVANT REFERENCE]** is embedded in this Schedule and is also provided as a separate electronic attachment.

[INSERT PDF OF FUNDER TERMS]

Schedule 3 Budget Details

The total value of the Award is £[insert amount] payable by Warwick to the Awardee in accordance with the Funder Terms.

Warwick shall pay the Awardee the funded amount shown in the relevant table below subject to receipt of such funds from the Funder and in accordance with this Agreement.

All amounts payable by Warwick under this Agreement are inclusive of VAT (and similar taxes) which, if applicable, the Awardee agrees to pay at the rate from time to time prescribed by law within 30 days of receipt of a valid tax invoice.

As set out in clause 4, the Awardee should send an invoice :

- to the **Finance Contact** -
Centre Manager, CAGE Research Centre, Department of Economics, Social Sciences Building, Coventry, CV4 7AL. Email: rssfinance@warwick.ac.uk;
- quoting reference **R.ECAA.3218** ; and
- showing all details and accompanied by such evidence as required by the Funder Terms (e.g. a progress report or identification of the milestone(s) achieved in the last quarter).

Budget table:

	Funded Amount
Staff	£ [insert amount]
Consumables	£ [insert amount]
Travel & Subsistence	£ [insert amount]
Events	£ [insert amount]
Data costs	£ [insert amount]
Other costs	£ [insert amount]
Total	£ [insert amount]

Schedule 4 Contact Details

1. For Warwick:

Project contact:	Jane Snape, Centre Manager, Jane.Snape@warwick.ac.uk
Project reference:	R.ECAA.3218
Legal notices:	Director of Research & Impact Services, University of Warwick, University House, Kirby Corner Road, Coventry, CV4 8UW. rssgrantscontracts@warwick.ac.uk

2. For [insert Awardee short name]:

Project contact:	[insert name, job title and email] (the Project Leader)
Project reference:	
Legal notices:	[insert name, job title and relevant addresses (depending on whether notices should be sent by email and/or post)]

Schedule 6 Call Terms

3. The maximum Award for the Crafts Small Grants Fund is up to £20,000.00 GBP . We will fund 100% of eligible costs.
4. **Costs eligible for funding include:**
 - (i) Research Assistance;
 - (ii) Data acquisition;
 - (iii) Event costs;
 - (iv) Travel expenses.
5. **Costs Ineligible for funding are:**
 - (i) The salaries of the primary investigator and any co-investigators;
 - (ii) The indirect costs and estates costs of the Awardee.
6. Awards are made to individual applicants via their Awardee.
7. Awards can be held for a period of up to two years, subject to any approval of extension which Warwick may give at its sole discretion.
8. The applicant must be of post-doctoral status.
9. The Award must be hosted by a High Education Institution eligible for UK Research and Innovation (UKRI) funding in the United Kingdom.
10. The applicant must have an employment contract with the Awardee which commences before the Grant commencement date and outlasts the Grant period.
11. All outputs produced arising from the Project must display the UKRI Grant reference number: ES/Z504701/.
12. Warwick shall have the option to inclusion of its and the Centre's branding in all outputs arising from the Project and intended for dissemination.
13. A copy of all outputs produced by the Awardee arising from the Project and intended for dissemination shall be provided to the Project Contact named in Schedule 4 in completed form for the purposes of dissemination and publishing via the Centre's showcasing platforms.
14. Press releases must acknowledge ESRC's and Warwick's support in any announcement and press coverage, the Awardee must provide Warwick with advance notice and sight of all public communications and press releases (including books, monographs and journal articles arising from its work) and notify Warwick of publicity or coverage in the media. In the case of the printed media, the Awardee may be asked to supply Warwick with a copy of the coverage.