

Chief Financial Officer/RO
[INSERT ADDRESS]

[INSERT REFERENCE]
[INSERT DATE]

Re: Grant Award – ELEMENTAL BUSINESS INTERACTION VOUCHER (BBSRC ENGINEERING BIOLOGY MISSION HUB AWARD)

Dear [INSERT NAME],

As legally authorised representative of the University of Kent (the “University”), I am happy to confirm that the [INSERT INSTITUTION NAME] (the “Awardee”) has been awarded a BBSRC Engineering Biology Mission Hub Business Interaction Voucher grant (hereinafter the “Grant”) by the University in order for the Awardee to collaborate with [INSERT COLLABORATOR NAME] (the “Collaborator”) to undertake a research project entitled “[INSERT PROJECT TITLE]” (the “Project”) in accordance with the Awardee’s application, annexed hereto as Schedule 1 to this Letter of Agreement.

In consideration of the Awardee undertaking the Project in collaboration with the Collaborator, the University agrees to pay to the Awardee the Grant as shown in the payment schedule below. The cost limit for this project will be [INSERT VALUE @100% fEC] GBP (£XXX) including VAT and will be paid at 100% fEC including VAT.

	Grant Value (£) including VAT
	100% fEC
DI – Staff	
DI - T&S	
DI - Other Costs	
Total Value of Award	

A full audit trail must be in place for all incurred expenditure on the project. BBSRC will not expect to see this evidence, but it should be in place and can be checked if the RO is subject to a funding assurance visit.

A final expenditure claim from the Awardee must be submitted no later than [end date +1 month] along with the final project report. Funds will not be released from the BBSRC until the expenditure claim and report are submitted.

An expenditure statement of actual costs incurred under the appropriate headings as shown in the above payment schedule should be submitted to the Hub Manager elementalmetalhub@kent.ac.uk when the project is completed.

Funds will be transferred at 100% fEC (inclusive of any applicable VAT) from the University of Kent to the Awardee on final project costs once the project has been completed and on receipt of the invoice.

A full cost breakdown of the amount requested should be given on the invoice under the appropriate headings as shown in the above payment schedule. Invoices should be marked “Confidential” and sent to:

elementalmetalhub@kent.ac.uk with a copy to financeri@kent.ac.uk

All correspondence should quote reference BB/Y008456/1. Payment will be made within 30 days of receipt and agreement of the invoice.

The Awardee undertakes to ensure that at all times the Project is conducted and administered in full compliance with the BBSRC Conditions of Offer as annexed hereto as Schedule 2 and the BBSRC Standard Grant Conditions annexed hereto as Schedule 3 to this agreement, as if the Awardee himself were bound to these conditions in place of the University. The Awardee shall ensure that the Awardee enters into an appropriate collaboration agreement with the Collaborator prior to commencing the Project, which fully incorporates the terms of this agreement.

This Agreement shall commence on signature by both Parties and shall continue in full force and effect until [end date] (the "End Date"). The Project shall commence as soon as possible following signature of this agreement and shall continue for a period of [INSERT PROJECT LENGTH] months. The Collaborator shall ensure the Project is complete by the End Date of this Agreement.

Both parties will use all reasonable endeavours to abide by the terms and conditions of this Letter of Agreement. In the event of a breach of this agreement by the Awardee, the Awardee agrees to indemnify the University in respect of any such breach. Such indemnity will be limited to the value of the Grant.

The Parties shall treat as confidential all documents and information provided by a Party in connection with this Agreement. No Party shall at any time during the period of this Agreement disclose to any other person or use for any purpose except as provided by this Agreement, any Confidential Information belonging to another Party, unless expressly agreed between the Parties. Any information that is required to be disclosed pursuant to a party's obligations under the Freedom of Information Act 2000 shall not be considered a breach of this agreement.

All rights to arising intellectual property and results from the Project shall belong to the party generating the same. All intellectual property and information already in existence prior to the Start Date used or disclosed by either Party in connection with the Project, but not that arising from the Project, shall remain the property of the Party introducing the same.

Any amendment to the terms of this Letter of Agreement shall be made in writing and signed by both Parties.

This Agreement is governed by, and is to be construed in accordance with, English law. The English Courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Letter of Agreement, except that either party may bring proceedings for an injunction in any jurisdiction.

In the event of a dispute, should the Parties be unable to reach agreement on any issue concerning this Letter of Agreement or any aspect of the Project, they shall refer the matter to senior representatives, in an attempt to resolve the issue amicably following the referral.

Nothing in this letter shall prevent either Party from bringing proceedings in accordance with the laws of England and Wales and either Party may apply to the court for an injunction at any point, whether or not any issue has been escalated under this Agreement.

Nothing in this Letter of Agreement confers or purports to confer on any third party any right to enforce any term of this Agreement.

I would be obliged if you would confirm your acceptance of the terms of this agreement on behalf of the Awardee in writing by signing both copies, and returning one copy to the address indicated below.

Yours sincerely,

[Name]
[Job title] On behalf of Research & Innovation Support

Accepted for and on behalf of the Awardee by a duly authorised representative:

Signed

Name

Title

Date

Please return one signed copy of this Letter of Agreement to:

Hub Manager elementalmetalhub@kent.ac.uk