

Version 1

**CENTRE FOR EARTH OBSERVATION INSTRUMENTATION
AND SPACE TECHNOLOGY**

Contract Number: tbd

BETWEEN

UNIVERSITY OF LEICESTER

AND

Insert Name of Lead Organisation
(Recipient)

This Agreement (the ‘Contract’) is made between UNIVERSITY OF LEICESTER (hereinafter referred to as “the Funds Manager”) on the one part and(hereinafter referred to as “the Recipient”) on the other part, for the Funds Manager to supply grant funding for work by the Recipient as a part of the programme of the Centre for Earth Observation Instrumentation and Space Technology (hereinafter referred to as “the Centre”).

The UK Space Agency funds the management of the Centre through a contract to Airbus Defence and Space Limited, who provide the Director of the Centre and manage the activities of the Centre together with the Centre Partners, who are Airbus Defence and Space Limited, University of Leicester, QinetiQ Ltd and the STFC Rutherford Appleton Laboratory (hereinafter referred to as “the Centre Partners”).

In a separate but closely related agreement, University of Leicester acting as the Funds Manager receives Approved Funds from the UK Space Agency (hereinafter referred to as “the Funder”) and manages the process of allocating these Approved Funds through Grants awarded to Recipients under the Programme.

The Centre Partners work together collaboratively to manage the Centre activities and oversee the work of the Recipients. The Funds Manager is acting on behalf of the Funder and the Centre within this Agreement.

1. Definitions

Approved Funds: Programme monies provided by the Funder to the Funds Manager for the purposes of allocation to Recipients as Grant funding.

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

CEOI Project Co-ordinator : an individual who has been nominated by the Centre for the purposes of overseeing technical progress with this Contract on behalf of the Centre.

Centre : the Centre for Earth Observation Instrumentation and Space Technology

Centre Director : The individual appointed by the Funder to lead the overall programme of the Centre

Centre Partners: Airbus Defence and Space Limited, University of Leicester, QinetiQ Ltd and the STFC Rutherford Appleton Laboratory

Confidential Information: all information of a confidential nature concerning the trade secrets or business dealings, Intellectual Property Rights, methods of business, clients, members, market information, transactions, plans or affairs of a party and any information (whether encrypted, in copy form or in any media) which is clearly marked as confidential information of the other party or if verbal confirmed in writing within 30 days after being disclosed verbally, but no information that is: in the public domain (other than by breach of this agreement); stock in trade or readily ascertainable by persons in the trade; or received lawfully by the recipient from a third party on a non-confidential basis shall be deemed information of a confidential nature/confidential information of the other party.

Funds Manager Contract Manager: an individual who has been nominated by University of Leicester for the purposes of managing this Contract.

Funder : UK Space Agency

Funds Manager: University of Leicester

Grant: the monies derived from the Approved Funds to be paid by the Funds Manager to the Recipient in accordance with the terms and conditions of this agreement.

Grant Period: the period for which each Grant is awarded and within which each Grant must be spent by the Recipient.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights (including moral rights), trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Party/the Parties : refers to either or both respectively of the Funds Manager and the Recipient

Personal Data/Sensitive Personal Data shall have the same meanings as set out in the Data Protection Act 1998 (**DPA**) or any successor legislation.

Project: the technology research and development project be carried out by the Recipient that is the subject of the Grant, and which has been agreed with the Programme Manager and the Funder.

Programme of Work: the activities to be carried out by the Recipient, set out in Annex B, with the Grant provided by the Funds Manager

Programme Manager: means the body appointed by the Funder with overall responsibility for management and delivery of the Space Technology and Earth Observation Instrumentation Development Programme and being Airbus Defence and Space Limited (company number 02449259).

Recipient: the person or organisation approved to receive a Grant from the Funds Manager for the purpose of carrying out the Project.

VAT: value added tax chargeable under English law for the time being and any similar, additional tax.

2. Programme of Work

- 2.1 The Programme of Work agreed in consultation with the Recipient and identified in Annex B as the responsibility of the Recipient will be carried out under the supervision of the manager appointed by the Recipient named at Clause 31.
- 2.2 The Centre Programme Manager who will be responsible for all technical and programmatic matters relating to this Programme of Work is the Director of the Centre as detailed in Clause 30.
- 2.3 The Funds Manager Contract Manager responsible for all contractual matters relating to this Contract as detailed in Clause 31.
- 2.4 If in the opinion of the Recipient it should become desirable to make a change to the above Programme of Work, the Recipient will consult and obtain written agreement from the Centre Programme Manager before implementing any changes.

3. Duration

The Programme shall commence and terminate on the dates as defined in Annex C.

4. Termination

4.1 Each Party reserve the right to terminate this Contract without further liability if:

- i. The other Party ceases to operate for any reason;
- ii. The other Party becomes insolvent, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due; or
- iii. The other Party fails to comply with any of the terms and conditions set out in this Contract and fails to rectify any such failure within thirty (30) days of receiving written notice detailing the failure.

4.2 The Funds Manager reserves the right to terminate this Contract with immediate effect and without further liability if the Recipient demonstrates unsatisfactory performance of the agreed programme of work. Such termination shall be made only on receipt by the Funds Manager of the written consent of the Centre Director and the Funder and after the Funds Manager has given the Recipient full details of areas of performance to be remedied and a reasonable time to remedy any such areas.

4.3 Each Party reserves the right, if exceptional circumstances should arise during the Contract period, e.g. a major change of policy on the part of the Funder, the Recipient or the Funds Manager which affects the work on the above project, after consultation with the other party to this Contract, to take appropriate action and to review the situation and to terminate the Contract before the expiry of the current period if either party considers such a step necessary, giving at least three months' notice in writing.

5. Effects of Termination

5.1 The Funds Manager shall not be held liable for redundancy payments and/or unfair dismissal compensation in the event of termination either by the Funds Manager or the Recipient under clauses 4.1 and 4.2.

5.2 In the event of termination by the Funds Manager under Clauses 4.1, 4.2:

- i. the Recipient will be responsible for the payment of any costs reasonably and unavoidably incurred by the Funds Manager e.g. decommissioning and/or the moving or removal of Funder owned equipment, caused by such termination.
- ii. The Recipient shall submit within three months of the termination date a statement of the cost from the date of the last statement, if any, up to the termination date, certified as an accurate statement of the costs properly incurred upon the programme of work.
- iii. The Funds Manager will also pay all costs arising after the termination date as a result of commitments properly incurred or entered into before the date that the notice of termination was received e.g. approved equipment purchases, service agreements and the like.

- iv. The Recipient shall not be entitled to any other payment by way of compensation other than that referred to above.

5.3 Unless otherwise agreed in writing by the parties, on expiry or termination of this Contract for any reason:

- i. Each party shall promptly return the other's Confidential Information it then holds (and all copies of such Confidential Information in whatever form or media held). and confirm to the other in writing that they have not retained any copies of Confidential Information;
- ii. The Recipient shall cease all new work under the agreement and promptly repay to the Funds Manager any Funds still held by the Recipient and not spent in carrying out the Programme of Work as at the effective date of expiry or termination;
- iii. The Recipient shall provide reasonable assistance to the Funds Manager to ensure a smooth handover of any documents, data or information as deemed necessary (subject to the parties agreeing any reasonable charge for such assistance);
- iv. The accrued rights and liabilities of the parties as at termination and any clauses expressly or impliedly intended to survive, shall continue in full force and effect; and
- v. All rights and licences to use any licensed materials (including the trade-marks or branding of the Funds Manager or the Funder) shall cease.

5.4 The provisions of this clause shall survive termination of the Contract.

6. Funding

6.1 The total funds for the complete Programme of Work to be carried out by the Recipient are £..... A table showing the breakdown of these funds and schedule of payments is attached at Annex C. The total funds to be supplied under this Contract by the Funds Manager are £..... as detailed in Annex C. The Recipient and other organisations in the Recipient's team shall be contributing a total sum of £....., with an Academic contribution of £..... and a PV contribution of £.....

6.2 The funds are not subject to VAT as stipulated by Her Majesty's Revenue and Customs.

6.3 The Funds Manager will not accept responsibility for any expenditure outside the approved funds.

7. Payments of Accounts

7.1 Within the limits of the approved funds, the Recipient's actual payments will be reimbursed against claims made in accordance with the schedule in Annex C. Payment shall be made within 30 days of receipt of a valid invoice. Claims for payment should be submitted by the Recipient to the Funds Manager and accompanied by a Payment Milestone Achievement Certificate (see Annex A), approved by the Centre Programme Manager and signed by the Administrative or Finance Officer of the Recipient. Any items of equipment purchased under this Contract and placed on the Recipient inventory should be detailed separately in the claim.

7.2 Funds will be paid to the Recipient via transfer to an ordinary business bank account within the clearing bank system only, unless express written consent is given by the Funder for use of an alternative account.

- 7.3 In the event that an overpayment of funds is made, either as a result of administrative error, breach of this Contract or change of circumstances, the Recipient shall promptly repay any overpayment to the Funds Manager on the Funds Manager's request.

8. Withholding and suspending funds

8.1 The Funds Manager's intention is that the Funds will be paid in full to the Recipient. Without prejudice to the Funds Manager's other rights and remedies, the Funds Manager may, after consulting and obtaining agreement from the Programme Manager and the Funder, delay a payment of any Funds, while seeking remedial action, at any time if:

- i. the Recipient uses the Funds for purposes other than those for which they have been provided;
- ii. the Funds Manager on advice from the Programme Manager reasonably considers that the Recipient has not made satisfactory progress with the project;
- iii. The Funds Manager reasonably believes that the activities of the Recipient may bring the reputation of the Programme or the Funds Manager into disrepute;
- iv. the Recipient provides the Funds Manager with any materially misleading or intentionally inaccurate information; and
- v. the Recipient fails to perform its obligations under this Contract in accordance with any applicable statutory requirements.

8.2 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective performance of this Contract it will notify the Funds Manager as soon as possible so that, if possible, and without creating any legal obligation, the Funds Manager, the Programme Manager and the Funder, will have an opportunity to provide assistance in resolving the problem or to take any necessary action in the circumstances.

9. Staff

9.1 The Recipient undertakes to provide the necessary scientific and technical staff to undertake the programme of work and will accept full responsibility as employer, including the costs of any long term sick leave and offering its normal maternity leave provisions for all staff employed in connection with the Contract, and will ensure that they accept the provisions of Clause 12 below.

9.2 No person appointed on funds made available by the Funds Manager under this Contract shall be given a contract of employment extending beyond the termination date stated in Annex C on such funds.

10. Capital Items:

All non-consumable items purchased or fabricated by the Recipient with Grant funds shall be deemed the property of the Recipient. The Recipient will be responsible for maintaining an inventory of any of these items which cost in excess of £20,000 and have a life of more than one year.

11. Reports and records

11.1 Reports will be submitted as follows:

- i. Brief monthly progress reports.
- ii. Input to the Centre draft annual report
- iii. Other reports as required by the Programme Manager.
- iv. Financial statements with claims for payment in line with Annex C.
- v. Other financial statements as may be required by the Funds Manager, the Centre or the Funder.

11.2 Reports i) to iii) will be sent electronically to the Centre Programme Manager and Reports iv) and v) will be sent to the Funds Manager.

11.3 If so required by the Funder, the Recipient shall permit any person authorised by the Funds Manager such reasonable access at any time to its employees, agents, premises, facilities, books and records for the purposes of inspecting monitoring and evaluating the Recipient's compliance with this Contract.

11.4 The Recipient shall comply with all statutory requirements as regards tax, accounts, audit or examination of accounts, annual reports and annual returns applicable to itself.

12. Ownership of Results, Publications, Patents.

12.1 The Recipient shall deal with any results of the programme of work generated under funding from the Centre, which are capable of commercial exploitation. The ownership of intellectual property shall rest with the organisation that generates the intellectual property.

12.2 A teaming agreement between the Recipient and the other organisations in its team shall be in place, no later than three months after the start of this Contract. The teaming agreement shall ensure that all Intellectual Property issues are agreed between all constituent parties.

12.3 The Funds Manager expects the Recipient to exploit the Intellectual Property in accordance with the Funder's policy and objectives in line with the programme of work at Annex B.

12.4 Should the Intellectual Property not be exploited within three years of completion of the Funds Manager/Funder Agreement (currently 31st October 2015, but it may be extended), the Funder retains the right to exploit the Intellectual Property.

12.5 The Recipient is expected to publish the results of the work in accordance with academic and/or business practice, acknowledging the support received from the Funder and the Centre. The Recipient shall be required to maintain a list of publications arising from the work of the Centre.

12.6 The Recipient will ensure that any moral rights as defined in Chapter IV of the Copyright, Designs and Patents Act 1988 which arise in the results of the work have been waived in favour of UKSA or the Centre (CEOI-ST).

12.7 The Recipient shall not enter into any sub-Agreements or other arrangements with a third party, which affects any of the provisions of this Contract except with the prior consent of the Funds Manager and the Centre Director.

- 12.8 The Recipient agrees that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, know-how and any other Intellectual Property Rights whatsoever owned by the Funds Manager or the Recipient before the date of this Contract shall remain the property of that party.
- 12.9 Each party shall immediately give written notice to the other party of any actual, threatened or suspected infringement or unauthorised use of any party's Intellectual Property Rights under or in connection with this Contract.
- 12.10 No party to the Contract shall take any action that might invalidate the Intellectual Property Rights owned by or licensed to the other party.
- 12.11 The provisions of this clause shall survive expiry or termination of the Contract.

13. Procurement

The Funds Manager and the Recipient agree that the objective of all purchasing procedures should be to obtain the best value for money. The Recipient will ensure that it has in place an appropriate purchasing system including appropriate delegated authority to ensure that purchases are only made by authorised staff within approved financial allocations and in accordance with relevant financial regulations. The Funds Manager reserves the right to examine the operation of such systems.

14. Care of Property and Indemnities

- 14.1 Nothing in this Contract shall limit or exclude the parties' liability for:
- a. death or personal injury resulting from a party's negligence;
 - b. fraud or fraudulent misrepresentation; or
 - c. anything for which the parties cannot legally limit or exclude or attempt to limit or exclude their liability.
- 14.2 Subject to clause 14.1 the Funds Manager's total aggregate liability to the Recipient for any damages, costs, claims or expenses arising out of the performance (or non-performance) by the Funds Manager, its employees, agents, consultants or subcontractors of its obligations under the Contract (whether by virtue of negligence, breach of statutory duty or otherwise) shall be limited to £10,000.
- 14.3 Subject to clauses 14.1, 14.6 and 14.7 the Recipient's total aggregate liability to the Funds Manager for any damages, costs, claims or expenses arising out of the performance (or non-performance) by the Recipient, its employees, agents, consultants or subcontractors of its obligations under this Contract (whether by virtue of negligence, breach of statutory duty or otherwise) shall be limited to the Grant value.
- 14.4 Subject to clause 14.1 neither party shall be held responsible or liable to the other for any:
- a. loss of opportunity;
 - b. loss or corruption of data;
 - c. depletion of goodwill or loss of reputation
 - d. claims by third parties arising as a result of the award of the grant; or

e. any special, indirect or consequential losses, costs, damages, charges or expenses.

14.5 The Funds Manager accepts no liability for any consequences, whether direct or indirect, that may come about from the misuse of Grants or from withdrawal or termination by the Recipient.

14.6 The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient arising out of the Recipient's performance of this Contract.

14.7 The Recipient shall (on request) supply to the Funds Manager a copy of evidence of such insurance policies as are required

14.8 The provisions of this clause shall survive termination of the Contract.

15. Warranties

15.1 The Recipient warrants that it has all necessary resources and expertise to perform its obligations under this Contract (assuming due receipt of the Funds);

15.2 The Recipient warrants that it shall at all times comply with all relevant legislation, including the Bribery Act 2010, Health and Safety at Work Act 1974 and shall notify the Funds Manager immediately of any significant departure from such legislation, codes or recommendations;

15.3 The Recipient warrants that it has and shall keep in place adequate procedures for dealing with any conflicts of interest;

15.4 The Recipient warrants that it has and shall keep in place systems to deal with the prevention of corruption, fraud and/or administrative malfunction; and

15.5 The Recipient warrants that it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with this Contract.

15.6 The Recipient warrants that the Grant shall be used by the Recipient solely for the delivery of the Project and in accordance with the Programme of Work in coordination with the Programme Manager.

16. Travelling and Subsistence

In the case of employees of the Recipient engaged in the Programme of Work, any travelling and subsistence expenses necessarily incurred in the UK for the purposes of the Programme of Work will be payable at the same rates and under the same conditions as are customary for the Recipient. The rates of travelling and subsistence allowances payable for travel abroad will be payable at the same rates and under the same conditions as are customary for the Recipient for employees of equivalent status.

17. Amendments to the Contract

This Contract constitutes the entire agreement between the Recipient and the Funds Manager. No modification, waiver or amendment of the terms and conditions of this Contract shall be of any effect unless agreed in writing by authorised signatories of the parties to this Contract.

18. Notices

All notices and other communications in relation to this Contract shall be in writing and shall be deemed to have been duly given if personally delivered, or mailed (first class postage prepaid) to the address of the relevant party as referred to above or otherwise notified in writing. If personally delivered all such communications shall be deemed to have been given when received (except that if received on a non-Business Day or after 5.00 pm on any Business Day they shall be deemed received on the next Business Day) and if mailed all such communications shall be deemed to have been given and received on the second Business Day following such mailing.

19. Governing Law

19.1 This Contract shall be governed by and interpreted in accordance with English law and the Parties submit to the exclusive jurisdiction of the courts of England and Wales.

20. Dispute Resolution

20.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within 30 days of either Party notifying the other of the dispute. Such efforts shall involve the escalation of the dispute to the finance director or equivalent of each Party.

20.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of the competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other party to do any act.

20.3 If the dispute cannot be resolved by the Parties pursuant to Clause 20.1 the dispute shall be referred to mediation pursuant to the procedure set out in sub clause 20.5 unless (a) the Funds Manager considers that the dispute is not suitable for resolution by mediation; or (b) the Recipient does not agree to mediation.

20.4 The performance of the Contract shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the Recipient (or employee, agent, Recipient or sub-Recipient) shall comply fully with the requirements of the Contract at all times.

20.5 The procedure for mediation and consequential provisions relating to mediation are as follows:

- a. A neutral adviser or mediator (“the Mediator”) shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within 14 days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 14 days from the date of the proposal to appoint a Mediator or within 14 days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution (“CEDR”) to appoint a Mediator.

- b. The Parties shall within 14 days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from CEDR to provide guidance on a suitable procedure.
- c. Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
- d. If the Parties reach agreement on the resolution of the dispute, the agreement shall be produced in writing and shall be binding on the Parties once it is signed by their duly authorised representatives.
- e. Failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties.
- f. If the Parties fail to reach agreement in the structured negotiations within 60 days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts unless the dispute is referred to arbitration pursuant to the procedures set out in clause 20.7

20.6 Subject to clause 20.2, the Parties shall not institute court proceedings until the procedures set out in clauses 20.3 and 20.5 have been completed save that:

- a. The Funds Manager may at any time before court proceedings are commenced, serve a notice on the Recipient requiring the dispute to be referred to and resolved by arbitration in accordance with the provisions of clause 20.7.
- b. If the Recipient intends to commence court proceedings, it shall serve written notice on the Funds Manager of its intentions and the Funds Manager shall have 21 days following receipt of such notice to serve a reply on the Recipient requiring the dispute to be referred to and resolved by arbitration in accordance with the provisions of clause 20.7.
- c. The Recipient may request by notice in writing to the Funds Manager that any dispute be referred and resolved by arbitration in accordance with the provisions of clause 20.7, to which the Funds Manager may in its discretion consent as it sees fit.

20.7 In the event that any arbitration proceedings are commenced pursuant to clause 20.6, the following provisions shall apply:

- a. the arbitration shall be governed by the provisions of the Arbitration Act 1996;
- b. The Funds Manager shall give a written notice of arbitration to the Recipient (“the Arbitration Notice”) stating:
 - i. That the dispute is referred to arbitration; and
 - ii. Providing details of the issues to be resolved;
- c. the London Court of International Arbitration (“LCIA”) procedural rules in force at the date that the dispute was referred to arbitration in accordance with 20.7(b) shall be applied and are deemed to be incorporated by reference to this Contract and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
- d. the tribunal shall consist of a sole arbitrator to be agreed by the Parties;

- e. if the Parties fail to agree the appointment of the arbitrator within 10 (ten) days of the Arbitration Notice being issued by the Funds Manager under 20.7 (b) or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
- f. the arbitration proceedings shall take place in London and in the English language; and the arbitration proceedings shall be governed by, and interpretations made in accordance with, English law.

21. Severability

If any provision of this Contract is declared void or unenforceable, such provision shall be severed from this Contract, which shall otherwise remain in full force and effect.

22. Waiver

No failure, delay, relaxation or indulgence on the part of any Party in exercising or partial exercise of any right hereunder shall operate as a waiver of such rights.

23. Protection of Information

23.1 Each party will:

- a. keep the other's Confidential Information confidential during the term of this Contract and for a period of four years thereafter
- b. not disclose any of the other's Confidential Information to any third party, except as may be necessary for the performance of this Contract or except where permitted by the provisions of this Contract and where disclosing such Confidential Information each party shall be responsible for ensuring the receiving parties are notified of the confidential nature of the information and bound by appropriate terms of confidentiality. Neither party will use the other's Confidential Information except to perform its obligations or to exercise its rights under this Contract.

23.2 The Funds Manager and the Recipient may disclose the other's Confidential Information to those of its employees, officers, professional advisers, project team and suppliers who need to know the same in order to perform this Contract or exercise rights under it and who have given an undertaking or are subject to obligations of confidence equivalent to those in Clause 23.1

23.3 Confidential Information from the Recipient will not be disclosed to the Funder without the agreement of the Recipient

23.4 Immediately on receipt of a written request from the other party, or on the termination or expiry of this Contract (however it happens), the Funds Manager and the Recipient will destroy or, at the other's request, deliver to the other, all copies of the other's Confidential Information, and confirm in writing to the other that this has been done.

23.5 Clause 23.1 does not apply to any Confidential Information that:

is or becomes public knowledge or is or has ceased to have the necessary quality of confidence (except as a result of a breach of this Contract);

was in the recipient's possession, without restriction on its disclosure or use before it was acquired in connection with this Contract;
is lawfully obtained from a third party, who lawfully acquired it and who was under no restriction as to its use or disclosure.

23.6 Nothing in this Contract will prevent the Funder or Funds Manager from disclosing any of the Recipient's Confidential Information:

for the purpose of the examination and certification of Funder or Funds Manager's accounts or for the purpose of any examination under the National Audit Act;
or
to any department, office or Funder of the Crown.

24. Freedom of Information and Environmental Information Regulations

24.1 Both Parties acknowledge that each party may be subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR) and shall assist and co-operate with each other to enable the other Party to comply with these information disclosure requirements as necessary. Each Party shall:

- a. transfer any FOIA/EIR request for information to the other Party as soon as practicable after receipt and in any event within two (2) Business Days of receiving any such request for information;
- b. provide the other Party with a copy of all information in its possession or power in the form that the other Party requires to answer any FOIA/EIR request within five (5) Business Days (or such other period as the Funder may specify) of the Party requesting that information; and
- c. provide all necessary assistance as reasonably requested by the Party to enable the other Party to respond to any request for information within the time for compliance set out in section 10 of FOIA or regulation 5 of EIR.

24.2 Each Party shall be responsible for determining at its absolute discretion whether the information:

- a. is exempt from disclosure in accordance with the provisions of FOIA or EIR;
- b. is to be disclosed in response to a request for information, and in no event shall either Party respond directly to a request for such information unless expressly authorised to do so by the other Party. Authorisation should not be unreasonably withheld.

24.3 Both Parties shall be responsible for ensuring all necessary assistance and information is provided to facilitate the other Party's compliance with its statutory disclosure obligations, if any.

24.4 The Recipient shall ensure that all information produced by it in the course of the Contract or relating to the Contract is retained for disclosure for a period of seven (7) years from the end of the project and shall permit the Funds Manager to inspect such information as requested from time to time and in accordance with the terms of this Contract.

24.5 The provisions of this clause shall survive expiry or termination of the Contract.

25. Publicity

- 25.1 The Recipient shall not publish any material referring to the Grants or this Contract without the prior written agreement of the Programme Manager
- 25.2 The Recipient shall acknowledge the role of the Centre and the Funder in any materials that refer to the Projects and in any written or spoken public presentations about the Programme as it relates to this Contract. Such acknowledgements (where appropriate and with the Programme Managers written consent shall include the Centres and the Funder's name and logo (or any future name or logo adopted) using the templates provided from time to time.
- 25.3 In using the Centre's or the Funder's name and logo, the Recipient shall comply with all reasonable branding guidelines issued from time to time.

26. Data protection

- 26.1 Each Party undertakes to comply, and will cause its employees, agents and sub-contractors to comply, with the DPA and all applicable data protection laws in connection with the performance of its obligations under this agreement and shall take all steps requested by the other Party to ensure that any Personal Data or Sensitive Personal Data is properly protected and used at all times under or in connection with this agreement.
- 26.2 Each Party agrees that any information, including Personal Data and Sensitive Personal Data received by one Party (Recipient Party) (or its employees, agents, representatives or subcontractors) from the other Party (Disclosing Party) or collected by the Recipient Party and used by it in the performance of the agreement, may lawfully be held by the Recipient Party in digital or paper form, provided that each Party have received all necessary consents to hold and share any such Personal Data, and it may be processed manually or by electronic means for the purposes of the agreement, or as required by law.
- 26.3 Each Party agree that it shall not transfer Personal Data outside the European Economic Area (EEA) without the prior written consent of the other Party.
- 26.4 The provisions of this clause shall survive termination of this agreement.

27. No Partnership or Agency

This agreement shall not create any partnership or joint venture between the Funds Manager and the Recipient, 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.

28. Third party rights

This agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999, except the Funder, the Centre, and the Programme Manager as detailed herein.

29. Assignment

The Recipient may not, without the prior written consent of the Funds Manager, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this agreement.

30. Centre Programme Manager

The Centre Programme Manager who is responsible for the Centre Programme is:

CEOI-ST Director, Mick Johnson	Tel: 01438 774421
Airbus DS Ltd	Fax: 01438 778910
Gunnels Wood Road	Email: mick.johnson@astrium.eads.net
Stevenage	
SG1 2AS	

31. Project and Contract Managers

The nominated officers who will provide liaison between the Funds Manager and the Recipient on all aspects of the Agreement shall be:

For the Funds Manager:

Invoicing, & administration matters:

Name: Lisa Finch
Contract Assistant
Address: University of Leicester
University Road
Leicester LE1 7RH

Tel: 0116 229 7681
Fax: 0116 252 3789
Email: lf107@le.ac.uk

Contractual matters:

Name: Brian Berry
Head of Grants and Contract Support
Address: University of Leicester
University Road
Leicester LE1 7RH

Tel : 0116 223 1814
Fax : 0116 252 2028
Email : brian.berry@le.ac.uk

For Recipient

Technical & management matters:

Tel :
Fax :
Email :

Contractual & administrative matters

Tel :
Fax :
Email :

32. SIGNATURES:

FOR AND ON BEHALF OF *[insert Recipient name]*

Signature.....

Date.....

Block Capitals.....

Position.....

FOR AND ON BEHALF OF THE FUNDS MANAGER

Signature.....

Date.....

Block Capitals.....

Position.....

Annex A: CEOI-ST PAYMENT MILESTONE ACHIEVEMENT CERTIFICATE

CEOI-ST Project Name:		Recipient Organisation Name:	
Contract No:	Planned Milestone Date:	Milestone Ref No:	Milestone Value Claimed:
Milestone Description:			

Definition of Milestone Achievement: (Example: Meeting Minutes Reference, Report title and date etc)
--

CERTIFICATION:

We hereby certify to have performed a check that the accomplishment of this milestone conforms to the above definition and that the amounts claimed were actually expended for the sole purpose of the programme of works and in accordance with the conditions of the Contract

Recipient		Name	Signature	Date
<i>(Organisation Name)</i>	Technical			
	Commercial			

For CEOI-ST Use:

		Name	Signature	Date
CEOI-ST	Project Co-ordinator *			
CEOI-ST	Programme Manager	M R Johnson Director of CEOI-ST		
University of Leicester	Contract /Finance Manager			

* CEOI-ST to appoint

Annex B: Programme of Work

To be attached

Annex C: Financial Information, Including Costed Milestones and Delivery Dates

To be attached