

AI for Science & Government – Digital Twins: Urban Analytics

Call for research proposals – AI, applications, validation & uncertainty, and modelling in urban analytics

Contents

AI for Science & Government – Digital Twins: Urban Analytics	1
Call for research proposals – AI, applications, validation & uncertainty, and modelling in urban analytics.....	1
INTRODUCTION	2
Funding available	2
Priority research areas	2
APPLICATION PROCESS.....	3
Eligibility	4
How to apply	4
Assessment.....	5
POST-AWARD INFORMATION.....	6
Project meetings	6
Funding agreement and payment.....	6
General outputs required.....	6
Outputs acceptance criteria.....	7
Publications.....	7
Reporting and dissemination	8
KEY DATES	8
Queries	8
CONTACT	8
ANNEX A.....	10
ANNEX B.....	27
Flow-Down Conditions of Strategic Priorities Fund Wave 1 Award	27

INTRODUCTION

We invite Turing researchers (Turing Fellows, Turing Research Fellows, Doctoral Student Supervisors and others) and other academics from our partner universities to submit proposals for projects to be funded through the Turing's AI for Science and Government programme (ASG); a major integrated research programme with a goal to deploy AI and data science in priority areas to support the UK economy, funded through UKRI's Strategic Priorities Fund. The ASG programme is divided into five themes; this call is for the 'Digital Twins: Urban Analytics' theme. Collaborators from other universities and industry are also encouraged to participate in projects led by Turing researchers.

The research areas under which this call is placed are *Data Science and AI, Applications, Validation and uncertainty* and *Modelling and simulation*. These have been identified as priority areas through consultation across the research community, including at programme workshops in Newcastle and Bristol.

For reference, details on existing ASG projects can be found online at <https://www.turing.ac.uk/research/asg> and Urban Analytics Programme projects at <https://www.turing.ac.uk/research/research-programmes/urban-analytics>.

Funding available

Two types of funding are available.

Up to two projects will be funded with up to £200k each. These should be 18-month projects, which can begin in **April 2020** and finish around **30 September 2021** (there is flexibility of up to a few months with these dates).

Up to a further two projects will be funded with up to £50k each. These should be short projects of up to six months, to take place some time between **April 2020** and **30 September 2021**. Such projects could be more exploratory in nature, and we encourage applications which may be novel in either their content or use of resources.

All projects should be aligned to the priority research areas outlined below. We are happy to consider applications where the need for resources is less than the threshold indicated above.

Projects will also have access to Programme contacts, industry expertise and meeting space at the Alan Turing Institute, located within the British Library in London.

The funding can be used for direct and indirect costs. More information on eligible costs is available [below](#). Please consult with your institution for guidance as to costs when you prepare your application.

Priority research areas

This call is seeking proposals for projects in the four areas outlined below. Applications must address at least one of these areas (and may address multiple areas).

1. Data science and AI

Key goals within the Urban Analytics theme are to support the extraction of insights from new and emerging data sets, and to support policy-making and interventions for government in an urban setting. Proposals are invited which focus on the development or application of novel techniques in data science and artificial intelligence (e.g. machine learning, reinforcement learning, data assimilation) to support these goals.

2. Applications

The Urban Analytics theme is eager to extend its capacity into new domains and economic sectors. We would invite proposals which allow the theme to broaden its scope into areas including, but not limited to: addressing resources such as energy, food and water; lifestyle activities in relation to health, mobility and consumption; or other valuable extensions which leverage Turing's analytical capabilities in a government policy setting.

3. Validation and uncertainty

An increasing abundance of data provides opportunities for greater validation of models and methodological approaches in a real-world context. It also raises questions about the robustness of the data themselves, and any projections or policy forecasts which might arise. We therefore encourage proposals which explore the validation of models, levels of uncertainty and variation, and related techniques and insights.

4. Modelling and simulation

Mathematical modelling of demographic change, and land-use transport interactions are at the heart of the Urban Analytics theme. We would be keen to explore an increase in the scope of the models through an extension of these established approaches, or by the introduction of novel or complementary methodologies. We would be prepared to consider more abstract or even toy models which generate significant insights, as well as proposals which engage with more concrete applied problems.

We encourage proposals which involve relevant partner organisation(s), or present obvious opportunities and a clear path to real world impact. Note however that all recipients of funding must be eligible to receive money from UKRI (list here: <https://www.ukri.org/funding/how-to-apply/eligibility/>). Non-eligible organisations can participate as unfunded project partners.

APPLICATION PROCESS

We encourage pre-submission discussion on scientific direction of your proposal with the Programme Director, Mark Birkin (mbirkin@turing.ac.uk).

Any queries regarding process, post-award requirements, costing or general eligibility should be discussed with the Research Project Manager, Will Taylor (wtaylor@turing.ac.uk).

Queries regarding the inclusion of Turing Research Engineering Group resource in your proposal should be directed to Greg Mingas, Senior Research Data Scientist (gmingas@turing.ac.uk).

Successful proposals will be funded through an award from the Turing.

The process summary is as follows:

- Written application completed by applicant and submitted online
- First stage review: Programme Director and Research Project Manager perform initial eligibility checks and fit to call
- Second stage review: applications which pass first stage are then sent for peer review
- Successful applications selected based on recommendations from peer review
- Applicants notified of outcome by Research Project Manager

Eligibility

Principal Investigators (PIs) should be Turing researchers, or researchers affiliated with one of the partner universities. Collaborators on projects are welcome from eligible research organisations (see <https://www.ukri.org/funding/how-to-apply/eligibility/>) outside the Turing or the partner universities.

How to apply

Applications must be submitted via the online portal at <https://ati.flexigrant.com/>. If you have not already done so, all applicants must first register on the system and provide basic details to create a profile. If you have any question regarding the application form or using the online system, contact the Research Project Manager via wtaylor@turing.ac.uk.

By 17 January 2020 17:00, the PI should submit the following:

- Project title, dates, abstract (~250 words), overall cost and details of funding requested
- Research statement (~1000 words for 18-month projects, ~500 words for short projects): When writing your research statement, please consider the following:
 - *Objectives of the proposed research project*
 - *Approach: include a description of the scientific approach aimed at an appropriate technical audience (i.e. broader audience than deep specialists in this subject area, but not a lay person).*
 - Images/figures to support research statement (if required)
 - References (publications referenced in Research Statement; not included in word count)
- Project plan, including milestones, deliverables where appropriate and risks/mitigations. Gantt charts welcomed.
- Impact statement, including desired/expected outputs and relevance to the research area (~500 words)

- Additional resources required (whether via this fund or through in-kind contributions), with justification (maximum 2 pages, pdf format). *Note that the inclusion of Turing REG resource must be discussed with Greg Mingas (gmingas@turing.ac.uk) prior to proposal submission.*
- Confirmed costs from each collaborating organisation, using the budget table provided on Flexigrant
- CVs of all investigators, students, and any project collaborators named in the proposal (2 pages maximum per CV, merged into one file and uploaded as a single pdf)
- Letters confirming intent to collaborate from unfunded project partners (pdf format; not required for collaborating organisations with confirmed costs in budget)
- Letter from head of department OR research support office confirming willingness to host the project if the application is successful, confirming costs have been checked and approved, and where applicable, outlining the process for oversight and approval for the project through the university's research Ethics Committee (or equivalent) (pdf format)

Eligible costs include:

- salary and overheads (not doctoral students) on FTE basis of personnel working directly on the project – this could include, for example, PIs, postdocs, research associates, data scientists or software engineers. Overheads should be costed at a **fixed rate of £32,500** per researcher FTE, and are not available for non-research staff.
- travel and subsistence for project researchers when away from host university (e.g. attending conferences, travelling to/from the Turing)
- conference fees where conference is directly applicable to the research project
- support for travel and hosting of international visitors and research groups

Assessment

Proposals will be assessed based on the following criteria:

- Research excellence, including:
 - Does the proposal demonstrate novelty and added value in relation to the current state of knowledge within the field?
 - Does the proposal make use of an appropriate methodology?
 - Are the activities detailed within the proposal well planned and scientifically feasible?
- Research team
 - Does the lead applicant and, where relevant, the broader research team possess the necessary capability to deliver the proposed project?
 - Are the track record(s) appropriate and does the team possess the necessary balance of skills?
 - Are all team members named and ready to commence the project without recruitment delays?
- Impact

- Has the proposal demonstrated plans for engagement within and outside of academia?
- Do the researchers have a plan for impactful outputs?
- Are the impact activities clearly described and are the potential outcomes and impacts realistic and appropriate to the type of research undertaken and the scope of the project?
- Are any opportunities for future collaboration and leveraged funding outlined and, if so, how realistic are they?
- Resources and value for money
 - Are the resources requested to carry out the proposal clearly defined and justified? Are they realistic and appropriate given the scope of the project?
 - Does the research team have guaranteed and immediate access to any datasets and/or facilities essential to the quick commencement and ultimate success of the project?

POST-AWARD INFORMATION

Project meetings

Successful applicants will be expected to attend a kick-off meeting and a project close meeting with a Technical Partner from the Urban Analytics programme. These may take place at the Turing or at the project lead's university.

Funding agreement and payment

The university of successful applicants will be required to sign a funding agreement with the Turing, recording the terms and conditions of the award. Acceptance of the terms and conditions is a precondition to receiving the award, but there will be an opportunity to negotiate variations to the standard terms if required. Interim and final payments will be released to universities or internally through the Turing on receipt of satisfactory outputs. Please note that the conditions of the funding from UKRI flow down into project agreements.

The general terms and conditions are given in Annex A and the flow down conditions in Annex B; applicants are encouraged to share these with their research office prior to submitting their application.

General outputs required

We require that all projects will produce the following:

- If applicable, the application to and approval from the relevant research ethics committee.
- Progress summaries (one page) – quarterly for 18-month projects, and to be agreed for short projects.

- A final technical report that describes (in technical depth) the innovations of the research.
- Source code, compilation and use documentation where applicable.

18-month projects should also produce:

- Submission of at least two papers, reporting the research project, at international conferences or a journal. Pre-print copies of the papers shall be shared with the Turing.

It would also be desirable to include, in the final technical report, a roadmap that records a forward-looking plan of subsequent work that could be undertaken, drawing on the understanding gained from the undertaken research.

Technical outreach (for example, through hosting workshops) to other universities to ensure the latest understanding is drawn on in advancing the research is also encouraged, as is joint publication with other universities.

Outputs acceptance criteria

The final report shall describe the entire project in sufficient detail to explain comprehensively the work undertaken and results achieved - including all relevant technical details of any hardware, software, process or system developed there under. The technical detail shall be sufficient to permit independent reproduction of any such process or system.

For advice and guidance on reproducibility, please visit The Turing Way project resources; the online book is available here: <https://the-turing-way.netlify.com/introduction/introduction> Contributions and discussion are also welcome here: <https://github.com/alan-turing-institute/the-turing-way#about-the-project>

If outputs do not meet the acceptance criteria, re-work will be requested before final acceptance.

Publications

We encourage researchers to submit their findings to a high-quality peer-reviewed journal or conference, on an open-access basis (funding for open-access fees will be available on a case-by-case basis).

We expect a 'green' open access version of any papers to be published (if allowed by journal/conference - please check <http://www.sherpa.ac.uk/romeo/index.php>) either as a pre-print on (e.g.) the ArXiv (<https://arxiv.org/>) or in an institutional repository.

We also encourage datasets and research code to be openly shared too where possible - for example on the Turing's Github repository.

All publications, reports and code should reference the support of the Turing's AI for Science and Government programme.

Reporting and dissemination

Extracts from reports may be collated into update papers for the Research and Innovation Advisory Committee, Strategic Partners Board, and the Turing's Trustee Board.

Awardees may also be required to present their work to members of the Urban Analytics programme and/or other invited audience during the award period.

Reporting allows further identification and signposting of potential additional opportunities for the benefit of the awardees and the Turing; for example, opportunities from across the Turing's network such as new collaborations, external/public engagement, media/press, other funding availability, speaking slots at or invitations to events/conferences/seminars.

KEY DATES

Publication of call for proposals	22 November 2019
Q&A sessions (via Zoom)	11 December 2019, 09:00-12:00
Deadline to submit	17:00 on Friday 24 January 2020
Eligibility checking, resubmission requests	27-31 January 2020
Review and selection of proposals	Early February 2020
Award offers and acceptance of terms	Mid-late February 2020
Projects start	From 1 April 2020
Projects to complete and report by	30 September 2021 or soon after

Queries

For general queries about eligibility or administrative aspects, contact Will Taylor.

For more detailed queries on the research elements, potential applicants can book a video call with representatives of the Turing on 11 December between 09:00 and 12:00.

Representatives will be available for 25-minute appointments. To book your slot, please complete the form here: <https://doodle.com/poll/d5qfstx8cxk5nud>

If you are not able to book a slot on 11 December, please email wtaylor@turing.ac.uk and we will try to book you a time on another day.

CONTACT

Will Taylor, Research Project Manager – wtaylor@turing.ac.uk

Mark Birkin, Programme Director – mbirkin@turing.ac.uk

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**Engineering and
Physical Sciences
Research Council**

ANNEX A

GENERAL TERMS & CONDITIONS

Definitions and interpretation

1.1 The following definitions apply in this Agreement:

Agreement means this agreement including Part 1: Special Terms & Conditions, Part 2: General Terms & Conditions and any attached Schedules which, when read together, constitute one and the same agreement.

Applicable Law means all laws, rules, regulations, codes of practice, research governance or ethical guidelines or requirements of regulatory authorities, as amended from time to time, which are applicable to this Agreement and the Project.

Background IPR means any Intellectual Property Rights used in connection with the Project which have been generated prior to, or outside of the scope of, the Project.

Confidential Information means all information in whatever form disclosed (directly or indirectly), by the Disclosing Party, or its Representatives, to the Receiving Party, or its Representatives, or its Group Companies, or their Representatives (before or after the Effective Date), which is either identified as being of a confidential or proprietary nature or that ought to be considered as confidential, including:

- a) the fact that discussions and negotiations are taking place concerning the Project and the status of those discussions and negotiations;
- b) the terms (but not the existence) of this Agreement;
- c) any scientific or technical information, concept, invention, design, process, procedure, improvement, technology or method of the Disclosing Party (or of any organisations with which the Disclosing Party collaborates);
- d) any reports, data, know-how, works-in-progress, algorithms, designs, development tools, specifications, computer software, source code, object code, flow charts, databases and trade secrets of the Disclosing Party (or of any organisation with which the Disclosing Party collaborates or any of its Group Companies);
- e) technical, financial and other information relating to the business, affairs, contacts, partners or suppliers of the Disclosing Party (or of any organisation with which the Disclosing Party collaborates or any of its Group Companies); and
- f) any information, findings, data or analysis derived from Confidential Information.

Control means the ability to direct the affairs of another party whether by virtue of the ownership of shares, contract or otherwise (and “Controlled” shall be construed accordingly).

Disclosing Party means a party to this Agreement when it discloses its Confidential Information, directly or indirectly to the other party.

Effective Date has the meaning given to it in section 2 in Part 1 of this Agreement.

Eligibility Criteria means the eligibility criteria (if any) set out in section 6 of Part 1 of this Agreement.

Foreground IPR means any Intellectual Property Rights that arise or are developed by or on behalf of the Counterparty in the course of carrying out the Project.

Funds means the funds referred to in section 5 of Part 1 of this Agreement.

Funder Agreement means the agreement (if any) between the Funder (if any) and the Institute relating to the provision of the funding out of which the Funds are being made.

Funder Requirements means the specific requirements of the Funder (if any), including the terms of the Funder Agreement, whether referred to in section 11 of Part 1 of this Agreement or otherwise notified to the Counterparty in writing (including by means of email or any website or extranet).

Group means in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.

Group Companies means in relation to a company, the members of its Group.

Intellectual Property Rights means any copyright and related rights, patents, rights to inventions, registered designs, database rights, design rights, topography rights, trade marks, service marks, trade names and domain names, trade secrets, rights in unpatented know-how, rights of confidence and any other intellectual or industrial property rights of any nature including all applications (or rights to apply) for, and renewals or extensions of such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

the Institute Requirements means the instructions, requirements, policies, codes of conduct, guidelines, forms and other documents notified to the Counterparty in writing or set out on the Institute’s website or such other web address as may be notified to the Counterparty from time to time (as such documents may be amended, updated or supplemented from time to time during the Term).

The Counterparty's Team means the Counterparty and, where applicable, any individual employed or engaged by the Counterparty and involved in the Project, and all other employees, consultants, agents and sub-contractors which the Counterparty engages in any way in relation to the Project.

Project means the Project as titled in section 4 of Part 1 of this Agreement, details of which are set out in Schedule 1.

Project Proposal means the description of the Project set out in Schedule 1.

Receiving Party means a party to this Agreement when it receives Confidential Information, directly or indirectly, from the other party.

Representatives means in relation to each party:

- a) its officers and employees, or those of its Group Companies that need to know the Confidential Information for the Project;
- b) its professional advisers or consultants who are engaged to advise that party in connection with the Project;
- c) its contractors and sub-contractors engaged by that party in connection with the Project;
- d) any other person to whom the other party agrees in writing that Confidential Information may be disclosed in connection with the Project;
- e) the Named Representatives of that party (if any); and
- f) any Researchers working with that party that need to know the Confidential Information for the Project.

Researchers means individuals engaged by, or working in collaboration with either party including research fellows, graduate students, visiting academics and consultants.

Working Day means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Working Hours means the period from 9:00 am to 5:00 pm on any Working Day.

1.2 The following rules of interpretation apply in this Agreement:

- 1.2.1 In the event of any conflict between Part 1, Part 2 and/or any of the Schedules to this Agreement, the provisions of Part 1 and Schedule 3 (where included) shall override the provisions of Part 2 and any other Schedules.
- 1.2.2 Where the Counterparty comprises more than one organisation, each organisation comprising the Counterparty shall be deemed to be bound by the terms of this Agreement jointly and severally, and all

references to “The Counterparty” shall be construed accordingly. Where the context so implies, a reference to “The Counterparty” shall be deemed to include all such organisations as individual entities.

- 1.2.3 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 1.2.4 Any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.2.5 A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.
- 1.2.6 Any requirement for a party to use its “reasonable endeavours” shall be interpreted as a requirement for that party to use its reasonable and commercially prudent endeavours.
- 1.2.7 Words in the singular shall include the plural and vice versa.

2 Commencement and duration

- 2.1 This Agreement shall, or shall be deemed to have, come into force on the Effective Date and, subject to earlier termination in accordance with its terms, shall continue in full force and effect until the expiry of the Term (unless the parties agree in writing an extension to this Agreement on the same terms).

3 Funds

- 3.1 In consideration of the Counterparty’s delivery of the Project, the Institute shall pay the Counterparty the Funds in accordance with the payment schedule set out in Schedule 2, subject to section 7 and the Counterparty’s satisfactory compliance with the terms of the Agreement (in particular, the Institute Requirements, the Funder Requirements and the Eligibility Criteria).

4 The Counterparty’s obligations

- 4.1 The Counterparty warrants that the information given to the Institute in connection with the Project is true and acknowledges that the Institute awards the Funds on this basis.
- 4.2 The Counterparty warrants that it complies with and undertakes that it will continue to comply with the Eligibility Criteria throughout the Term.

- 4.3 The Counterparty shall apply the Funds solely and exclusively for the purposes of funding the Project. The Counterparty agrees to reimburse the Institute in full if the Funds are not used for this purpose.
- 4.4 The Counterparty confirms that the Project and the award of the Funds to it shall not breach any applicable State Aid rules within the meaning of Article 107 Treaty of the Functioning of the European Union and any related legislation.
- 4.5 The Counterparty shall notify the Institute in writing of any amount of other funding including other public sector funding (if any) and/or guarantees secured by or offered to it for the Project as soon as it is approved.
- 4.6 The Counterparty shall deliver the Project with (i) reasonable skill and care and to the highest professional standards (ii) in compliance at all times with the terms of this Agreement, the reasonable instructions of the Institute and all applicable regulations and legislation in force from time to time. The Counterparty shall allocate sufficient resources to enable it to comply with its obligations under this Agreement.
- 4.7 The Counterparty shall comply with, and complete and return any forms or reports from time to time required by, the Institute Requirements and/or the Eligibility Criteria.
- 4.8 The Counterparty shall comply with the Funder Requirements (if any) and shall do nothing to put the Institute in breach of the Funder Requirements (if any).
- 4.9 The Counterparty shall not at any time do or say anything which damages or which could reasonably be expected to damage the interests or reputation of the Institute or the Funder (if any) or their respective officers, employees, agents or contractors.
- 4.10 The Counterparty shall keep full and proper accounts and records of income and expenditure with regard to the Project and the Institute shall be entitled to receive copies of all information reasonably required on request (including, without limitation, bank statements, receipts and vouchers for expenditure incurred) and to audit the administration by the Counterparty of the Funds and the Project.
- 4.11 Where the Institute and/or the Funder requires more information or considers that any report and/or other documentation is not acceptable, or where the Institute and/or the Funder believes that the performance of the activity undertaken is not in accordance with this Agreement, the Institute shall provide sufficient details to the Counterparty to enable it to rectify the situation. the Institute reserves the right to suspend or terminate (as the case may be) the Project and the Agreement in the event that the Counterparty is not able to rectify the situation to the satisfaction of the Institute (and/or the Funder).
- 4.12 The Counterparty undertakes to work with the Institute to monitor and evaluate progress made towards achieving the Project through regular communication, face to face meetings if required and progress reports and agrees to provide any

relevant information related to the activities detailed in the Project Proposal as and when requested.

- 4.13 The Counterparty shall use its reasonable endeavours to ensure that it does not become involved in any conflict of interests between the interests of the Institute and/or the Funder and the interests of the Counterparty itself or any client of the Counterparty. The Counterparty shall notify the Institute in writing as soon as is practically possible of any potential conflict of interests and shall follow the Institute's reasonable instructions to avoid, or bring to an end, any conflict of interests. In the event that a conflict of interests does arise, the Institute shall be entitled to terminate this Agreement on immediate written notice.

5 Subcontracting

- 5.1 The Counterparty acknowledges that, where it will carry out the Project in partnership and/or collaboration with, and will pass some or all of the Funds to, any other organisation(s) (such organisation(s) not being a party to this Agreement ("**Sub-Contractors**")), it will ensure that it enters into formal, legally binding agreements with each Sub-Contractor on terms which reflect and are no less onerous than the terms of this Agreement and that it shall remain wholly liable and responsible for all acts and omissions (howsoever arising) of each Sub-Contractor.

6 Capital Assets

- 6.1 A "**Capital Asset**" means any item of equipment or other asset costing £500 (five hundred pounds) (excluding VAT) or more which, on the date of purchase, has a useful life of more than one year and is purchased wholly or partly out of the Funds.
- 6.2 The Counterparty shall obtain the prior written consent of the Institute (and, where applicable, the Funder) before purchasing any Capital Asset.
- 6.3 Subject to section 6.2, the Counterparty shall advise the Institute in writing of the purchase of any Capital Asset and shall advise the Institute of its date of purchase, its purchase price (excluding VAT), its location and details of anyone else having an interest in the Capital Asset.
- 6.4 The Counterparty shall not dispose of any Capital Asset without the Institute's prior written consent. the Institute may require the sale of any Capital Asset at open market value and may also require payment to the Institute of a share of the net proceeds of sale in proportion to the amount of Funds contributed to its purchase.

7 Withholding, Reduction and Repayment of the Funds

- 7.1 the Institute may (and may be obliged by the Funder to) reduce, withhold or claim a repayment (in full or in part) of the Funds if:

7.1.1 the Counterparty fails to comply with the terms of this Agreement;

- 7.1.2 the Counterparty breaches the warranty in section 4.2;
- 7.1.3 the Counterparty makes a change to the Project which the Institute and/or the Funder has not approved;
- 7.1.4 the Counterparty attempts to dispose of a Capital Asset without the Institute's prior written consent;
- 7.1.5 there is any financial irregularity or fraud in the operation of the Project;
- 7.1.6 there has been any overpayment of the Funds; or
- 7.1.7 the Funder reduces the amount of funding available, withdraws funding or demands repayment of any part of the Funds.
- 7.2 the Institute will notify the Counterparty in writing of any decision it (or the Funder) takes to reduce, withhold or claim a repayment of the Funds or any part of it and will, if appropriate, arrange a meeting with the Counterparty to discuss the consequences of such decision.
- 7.3 If the Institute demands repayment of the Funds or any part of it, the Counterparty shall make repayment within 30 days.
- 7.4 The Funds are fully inclusive of any and all taxes (including VAT) that may be payable in connection with the award, receipt or use of the Funds. The Counterparty will deduct any such taxes out of the Funds and in no circumstances shall the Institute be required to pay any additional sums in respect of such taxes. In the event that the Institute is required by the laws or regulations of any applicable jurisdiction to deduct any withholding tax or similar taxes from the Funds, the Institute shall deduct and account for such taxes before paying the remainder of the Funds to the Counterparty and shall notify the Counterparty in writing of all such sums properly deducted.

8 Change Control

- 8.1 If the Counterparty wishes to change the scope of the Project, it shall submit details of the requested change to the Institute in writing and such change shall only be implemented if agreed in accordance with the remainder of this section.
- 8.2 If the Counterparty requests a change to the scope of the Project, it shall send such request to the Institute in writing, accompanied by a written statement of the following matters:
 - 8.2.1 the likely time required to implement the change;
 - 8.2.2 any foreseeable impact that the proposed change may have on the Counterparty's compliance with the Eligibility Criteria; and
 - 8.2.3 any other impact of the proposed change on the terms of this Agreement.

The Institute shall withhold or give its consent to such change in its sole discretion. If the Institute allows the Counterparty to proceed with the change, the Counterparty shall do so, following a variation of this Agreement in writing reflecting the agreed change in accordance with Part 2 section 17.11.

9 Intellectual Property Rights

- 9.1 All Background IPR is and shall remain the exclusive property of the party owning it and, except as expressly provided in this Agreement, no party shall acquire any rights in or to the Background IPR of the other party.
- 9.2 Each party agrees that any improvements or modifications to a party's Background IPR arising from the Project which are not severable from that party's Background IPR will be deemed to form part of that party's Background IPR and be owned by that party. Each party acknowledges and confirms that nothing contained in this Agreement shall give it any right, title or interest in or to the Background IPR of the other party save as granted by this Agreement.
- 9.3 Each party warrants to the other party that its Background IPR does not, so far as it is aware, infringe the rights of any third party and none of its Background IPR is the subject of any actual or, so far as it is aware, threatened challenge, opposition or revocation proceedings.
- 9.4 Each party grants the other party, subject to the restrictions in section 11, a non-exclusive, non-transferable, non-sub-licensable, royalty-free licence for the duration of the Project to use its Background IPR solely to enable the other party to carry out its obligations under the Project and this Agreement.
- 9.5 All Foreground IPR will be owned by the Counterparty.
- 9.6 The Counterparty hereby grants to the Institute an irrevocable, royalty-free, non-exclusive, fully-sub-licensable, worldwide right and licence to use the Foreground IPR for research and public purposes, including (where applicable) a right to grant a sub-licence to the Funder where required under the Funder Agreement.
- 9.7 In addition to the licence granted to the Institute under section 9.6 above, the Counterparty shall make available all Foreground IPR under the terms of a Creative Commons licence, or an equivalent access arrangement appropriate to the relevant Intellectual Property Rights, to individuals, agencies, organisations and companies at no cost (unless agreed otherwise by the Institute).
- 9.8 Where any Intellectual Property Rights owned or licensed by the Institute are required to be used in connection with the delivery of the Project, the Counterparty acknowledges that it shall have no right to use the same except to the extent necessary for the delivery of the Project and subject to such consents and restrictions as may be specified by the Institute.
- 9.9 The Counterparty warrants that, to the best of its knowledge, the delivery of the Project does not and will not infringe any third party's Intellectual Property Rights.

- 9.10 In addition to the licence granted to the Institute under section 9.6 above, the Counterparty hereby grants to the Institute an irrevocable, royalty-free, non-exclusive, worldwide right and licence to use any information, data, reports, documents, or other materials obtained, created or developed in the course of the Project for non-commercial purposes to publicise and report on the activities of the Institute in connection with the award of the Funds and the delivery of the Project.

10 Liability and Indemnity

- 10.1 Nothing in this Agreement shall exclude or restrict the liability of either party to the other for death or personal injury resulting from negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.
- 10.2 Subject to section 10.1, the Institute's total liability to the Counterparty in respect of all losses arising under or in connection with this Agreement, whether in contract, tort, breach of statutory duty, or otherwise, shall not exceed the amount of the Funds.
- 10.3 Provided that the Institute has paid the Funds to the Counterparty in accordance with this Agreement, the Counterparty 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 Funds and the Counterparty shall indemnify and hold the Institute harmless from and against all such claims, costs, expenses, losses and liabilities. the Institute shall have a duty to take all reasonable steps to mitigate any such claims, costs, expenses, losses and liabilities and the Counterparty shall be relieved from its obligations to indemnify the Institute under this section 10.3 to the extent any such claims, costs, expenses, losses and liabilities arise from the Institute's failure to take any such steps.
- 10.4 Under no circumstances shall either party be liable to the other for any actual or alleged indirect loss or consequential loss howsoever arising suffered by the other.
- 10.5 Neither party shall be liable to the other under this Agreement for any loss, damage, costs, expenses or other claims for compensation arising as a direct or indirect result of breach or non-performance of this Agreement due to a Force Majeure Event (as defined in section 17.2 of Part 2).
- 10.6 The provisions of this section 10 shall survive termination of this Agreement, however arising.

11 Confidentiality obligations

- 11.1 In return for the Disclosing Party making Confidential Information available to the Receiving Party, unless otherwise agreed in writing by the Disclosing Party, the Receiving Party undertakes to the Disclosing Party that it shall:
- 11.1.1 keep the Confidential Information secret and confidential;

- 11.1.2 not use or exploit the Confidential Information in any way except for the Project;
 - 11.1.3 not directly or indirectly disclose or make available any Confidential Information in whole or in part to any person, except as expressly permitted by, and in accordance with the Agreement;
 - 11.1.4 not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Project. Any such copies, reductions to writing and records shall be the property of the Disclosing Party;
 - 11.1.5 not use, reproduce, transform or store the Confidential Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means outside its usual place of business; and
 - 11.1.6 ensure that any document or other records containing Confidential Information shall be kept at its premises (as set out in the section 1 of Part 1) and shall not remove or allow those documents and records to be moved from those premises.
- 11.2 The Receiving Party shall establish and maintain adequate security measures (including any reasonable security measures proposed by the Disclosing Party from time to time) to safeguard the Confidential Information from unauthorised access or use.
- 11.3 The obligations in section 11.1 shall not apply to Confidential Information to the extent such information:
- 11.3.1 is, or becomes, generally available to the public other than as a direct or indirect result of the information being disclosed by the Receiving Party or its Representatives in breach of the Agreement;
 - 11.3.2 was available to the Receiving Party on a non-confidential basis prior to disclosure by the Disclosing Party;
 - 11.3.3 was, is, or becomes available to the Receiving Party on a non-confidential basis from a person who, to the Receiving Party's knowledge, is not under any confidentiality obligation in respect of that information;
 - 11.3.4 was lawfully in the possession of the Receiving Party before the information was disclosed by the Disclosing Party; or
 - 11.3.5 is developed by or for the Receiving Party independently of the information disclosed by the Disclosing Party.
- 11.4 Confidential Information shall not be exempted under section 11.3 from restriction under this Agreement by reason only that:

- 11.4.1 some or all of the features of the Confidential Information (but not the combination and principle of it) are or become published or available to the public generally or are known to or in the possession of or are subsequently received by the Receiving Party; or
 - 11.4.2 such information could be derived or obtained from information which is or becomes published or available to the public generally or is in the possession of or becomes available to the Receiving Party if so to obtain or derive it would require substantial skill, labour or expense.
- 11.5 The Receiving Party may disclose the Confidential Information to its Representatives on the basis that it:
 - 11.5.1 informs those Representatives of the confidential nature of the Confidential Information before it is disclosed;
 - 11.5.2 procures that those Representatives comply with the confidentiality obligations in section 11.1 as if they were the Receiving Party; and
 - 11.5.3 keeps a written record of those Representatives.
- 11.6 The Receiving Party shall be liable for the actions or omissions of the Representatives in relation to the Confidential Information as if they were the actions or omissions of the Receiving Party.
- 11.7 Subject to the provisions of this section 11, the Receiving Party may disclose Confidential Information to the minimum extent required by:
 - 11.7.1 an order of any court of competent jurisdiction or any regulatory, judicial, governmental or other authority of competent jurisdiction;
 - 11.7.2 to the extent applicable, the rules of any listing authority or stock exchange on which its shares or those of its Group Companies are listed or traded; or
 - 11.7.3 the laws or regulations of any country to which its affairs are subject.
- 11.8 Before the Receiving Party discloses any Confidential Information pursuant to section 11.7 it shall, to the extent permitted by law, give the Disclosing Party as much notice of this disclosure as possible. Where notice of such disclosure is not prohibited and is given in accordance with this section 11.8, the Receiving Party shall take into account the Disclosing Party's requests in relation to the content of this disclosure.
- 11.9 If so requested by the Disclosing Party at any time by notice in writing to the Receiving Party, or on termination or expiry of this Agreement, the Receiving Party shall:
 - 11.9.1 destroy or, at the Disclosing Party's discretion and instruction, return to the Disclosing Party all documents and materials containing,

reflecting, incorporating or based on the Disclosing Party's Confidential Information;

- 11.9.2 erase (to the extent technically and legally practicable) all the Disclosing Party's Confidential Information from its computer and communications systems and devices used by it, or which is stored in electronic form (including where storage services are provided by third parties); and
 - 11.9.3 confirm in writing to the Disclosing Party that it has complied with the requirements of this section 11.9.
- 11.10 Nothing in section 11.9 shall require the Receiving Party to return or destroy any documents and materials containing or based on the Confidential Information that the Receiving Party is required to retain by Applicable Law, or to satisfy the requirements of a regulatory authority or body of competent jurisdiction or the rules of any listing authority or stock exchange to which it is subject. The provisions of the Agreement shall continue to apply to any documents and materials retained by the Receiving Party pursuant to this section 11.10.
- 11.11 The Disclosing Party reserves all rights in its Confidential Information. The disclosure of Confidential Information by the Disclosing Party to the Receiving Party does not give the Receiving Party or any other person any licence or other right in respect of any Confidential Information beyond the rights expressly set out in this Agreement.
- 11.12 Except as expressly stated in this Agreement, the Disclosing Party makes no express or implied warranty or representation concerning its Confidential Information, including the accuracy or completeness of the Confidential Information.

12 Termination

- 12.1 Without prejudice to any other rights or remedies which the Institute may have, the Institute may terminate this Agreement without liability to the Counterparty immediately on giving notice to the Counterparty if:
- 12.1.1 the Counterparty uses the Funds or any part of it other than for the Project;
 - 12.1.2 the Funder Agreement is terminated for any reason;
 - 12.1.3 there is a change of Control of the Counterparty; or
 - 12.1.4 the funding for the Funds is otherwise withdrawn or ceases.
- 12.2 Without limiting its other rights or remedies, either party may give notice in writing to the other terminating this Agreement with immediate effect if:

- 12.2.1 the other party commits any material breach of any of the terms of this Agreement and that breach (if capable of remedy) is not remedied within 30 days of notice being given requiring it to be remedied (and where such breach is not capable of remedy, the terminating party shall be entitled to terminate the Agreement with immediate effect);
 - 12.2.2 an order is made or a resolution is passed for the winding-up of the other party or an administrator is appointed by order of the court or by other means to manage the affairs, business and property of the other party or a receiver and/or manager or administrative receiver is validly appointed in respect of all or any of the other party's assets or undertaking or circumstances arise which entitle the Court or a creditor to appoint a receiver and/ or manage or administrative receiver or which entitle the Court to make a winding-up or bankruptcy order or the other party takes or suffers any similar or analogous action (in any jurisdiction) in consequence of debt; or
 - 12.2.3 the other party ceases, or threatens to cease, to carry on business.
- 12.3 In any circumstances where the Institute has the right to terminate this Agreement it may instead, by serving written notice on the Counterparty, suspend the Project for a reasonable period.
 - 12.4 Termination of this Agreement, however it arises, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination.

13 Data Processing

- 13.1 In this section:
 - 13.1.1 **"Data Protection Legislation"** shall mean any applicable law relating to the processing, privacy and use of Personal Data, as applicable to either party or the Project under this Agreement, including the DPA and/or the GDPR, and/or any corresponding or equivalent national laws or regulations; and any laws which implement any such laws; and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; and all guidance, guidelines, codes of practice and codes of conduct issued by any relevant regulator, authority or body responsible for administering Data Protection Legislation (in each case whether or not legally binding);
 - 13.1.2 **"DPA"** means the UK Data Protection Act 2018;
 - 13.1.3 **"GDPR"** means the General Data Protection Regulation (EU) 2016/679; and
 - 13.1.4 **"Personal Data"** means "personal data" (as defined in the Data Protection Legislation) that are processed under this Agreement.

- 13.2 The Counterparty shall not breach the Data Protection Legislation and shall not do or omit to do anything that might cause the Institute to be in breach of the Data Protection Legislation.

14 Audit

- 14.1 The Counterparty will fully co-operate with and assist the Institute in meeting its audit and regulatory requirements by providing access for the Institute, the Funder, their internal auditors (which shall include, for the purposes of this Agreement the Institute's internal audit, security and operational risk functions), their external auditors or any agents appointed by the Institute and/or the Funder or their regulators (or any person appointed by such body) to conduct appropriate reviews and inspections of the activities and records of the Counterparty (and to take copies of records and documents and interview members of the Counterparty's Team) relating to the Funds and the Project. The Counterparty shall maintain all records relating to this Agreement (including, without limitation, records relating to the Funds and the Project) for a period of seven (7) years following the year in which the Project is completed.
- 14.2 The Counterparty shall bear its own cost in relation to any reasonable number of audits carried out by the Institute and/or the Funder. Where any audit reveals any breach or non-compliance by the Counterparty, the Counterparty shall also bear the costs of the Institute and/or the Funder carrying out such audit.

15 Publicity

- 15.1 The provisions of this section 15 shall apply unless specifically varied by the Institute Requirements or the Funder Requirements.
- 15.2 The Counterparty shall:
- 15.2.1 Obtain the Institute's prior written consent to all promotional activity, public statements or press releases issued by the Counterparty or on the Counterparty's behalf in relation to the Project or any aspect of it;
 - 15.2.2 where requested to do so by the Institute, acknowledge the award of the Funds by the Institute (and, where applicable, the Funder) in any publicity about the Project; and
 - 15.2.3 incorporate the Institute's logo in all marketing materials in accordance with the Institute's visual identity guidelines for the Project (being such guidelines as shall be notified in advance to the Counterparty) and not use the Institute's logo for any other purpose whatsoever.

16 Employees

- 16.1 The Counterparty agrees that it will not, without the prior written consent of the Institute, whether directly or indirectly, and whether alone or in conjunction with, or on behalf of, any other person during the Term or for a period of 6 (six) months

following termination, solicit or entice, or endeavour to solicit or entice away from the Institute any person employed by the Institute and involved directly in the award of the Funds.

17 General

17.1 **Applicable Law.** Each party shall procure that in carrying out its obligations under this Agreement, it will comply with all Applicable Law including those relating to modern slavery, anti-bribery and equality legislation. Non-compliance with this section by one party shall not be sufficient justification for non-compliance with the rest of the Agreement by the other party.

17.2 **Force Majeure.** A party (the “**Affected Party**”), shall not be liable for failure to perform its obligations under this Agreement, nor be liable to any claim for compensation or damages, nor be deemed to be in breach of this Agreement, if such failure arises from an occurrence or circumstances beyond the reasonable control of the Affected Party (excluding an obligation to make payment) (a “**Force Majeure Event**”), provided that the Affected Party:

17.2.1 provides prompt written notification to the other party of the nature and extent of the Force Majeure Event causing its failure or delay in performance;

17.2.2 could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and

17.2.3 has used its reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

17.3 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 30 days, the party not affected by the Force Majeure Event may terminate this Agreement by giving written notice to the Affected Party.

17.4 **Notice.** Notice given under this Agreement shall be in writing, sent for the attention of the person signing this Agreement and to the address given on the front page of this Agreement (or such other address or person as the relevant party may notify to the other party) and, subject to section 17.7, shall be delivered either personally, by courier, by pre-paid, first-class post or by recorded delivery.

17.5 A notice is deemed to have been received:

17.5.1 if delivered personally, by courier or by recorded delivery, at the time of delivery; or

- 17.5.2 in the case of pre-paid first class post, 48 hours from the date of posting.
- 17.6 If deemed receipt under section 17.5 is not within Working Hours the notice will be deemed to be received at the commencement of normal Working Hours, on the first Working Day following delivery. To prove service of notice, it is sufficient to prove that the envelope containing the notice was properly addressed and posted or handed to the courier.
- 17.7 A notice may be served by email and if no “out of office auto-reply” is received by the sender within one hour of transmission the notice will be deemed to have been delivered:
- 17.7.1 on the same Working Day if transmitted prior to 5:00pm on a Working Day in the recipient’s time zone; or
- 17.7.2 on the next Working Day if transmitted on a non-Working Day or at or after 5:00pm in the recipient’s time zone.
- 17.8 **No partnership or agency.** Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 17.9 **Assignment and other dealings.** Neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.
- 17.10 **Entire agreement.** This Agreement (including the recitals, the Schedules (if any), Part 1: Special Terms & Conditions and Part 2: General Terms & Conditions), as well as documents referred to herein, contains all the terms agreed between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing. No statements or representations made by a party have been relied upon by the other(s) in entering into this Agreement. However, nothing in this section 17.10 shall operate to limit or exclude either party’s liability for fraudulent misrepresentation.
- 17.11 **Variation.** No variation of the Agreement shall be effective unless it is in writing and signed by a duly authorised representative of each party.
- 17.12 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Agreement or by Applicable Law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 17.13 **Severance.** If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum

extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this section shall not affect the validity and enforceability of the rest of the Agreement.

- 17.14 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.
- 17.15 Transmission of an executed counterpart of this Agreement by email (in PDF, JPEG or other agreed format), shall take effect as delivery of an executed counterpart of this Agreement. If this method of delivery is adopted, without prejudice to the validity of the Agreement thus made, each party shall provide the other(s) with the original of such counterpart as soon as reasonably possible thereafter.
- 17.16 No counterpart shall be effective until each party has executed and delivered at least one counterpart.
- 17.17 **Third party rights.** Except as otherwise expressly provided for herein, no one other than a party to this Agreement shall have any right to enforce any of its terms.
- 17.18 **Dispute resolution.** If a dispute or claim (including non-contractual disputes or claims) arises out of or in connection with this Agreement or its subject matter or formation ("**Dispute**"), then the parties shall first attempt in good faith discussions to resolve the Dispute. If no such resolution is reached within a reasonable period, the parties shall follow the procedure set out in this section:
- 17.18.1 a party shall give to the other(s) written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, the Senior Officers of each party (as defined in Part 1: Special Terms & Conditions), shall attempt in good faith to resolve the Dispute; and
- 17.18.2 if the Senior Officers of each party are for any reason unable to resolve the Dispute within 60 days of it being referred to them, the Dispute shall be finally resolved by the courts of England and Wales in accordance with section 17.19 of this Agreement.
- 17.19 **Governing law and jurisdiction.** This Agreement and any Dispute (as defined in section 17.18) shall be governed by and construed in accordance with the laws of England and Wales and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any Dispute.

ANNEX B

Flow-Down Conditions of Strategic Priorities Fund Wave 1 Award

The conditions set out below have been received from UKRI by The Alan Turing Institute in relation to grant EP/T001569/1, funded under Wave 1 of The UKRI Strategic Priorities Fund, also known as AI for Science and Government (ASG). It is from this grant that a Subgrant is being made to your Research Organisation(s) and all Subgrants made from this Parent Grant must agree to these conditions without concession.

1. Definitions

- 1.1. **Parent Grant** refers to EPSRC Grant EP/T001569/1 made to The Alan Turing Institute as part of Wave 1 of The UKRI Strategic Priorities Fund
- 1.2. **Subgrant** refers to a monetary award made by The Alan Turing Institute from the Parent Grant
- 1.3. **Subgrant Holder** refers to the eligible Research Organisation(s) to which a Subgrant is made
- 1.4. **Subgrantee** refers to the individual(s) named as Principal Investigator(s) and Co-Investigator(s) based on the Subgrant
- 1.5. **Research Organisation** refers to UK higher education institutions, independent research organisations or Research Council institutes which are eligible to receive funding from UKRI and therefore the Parent Grant

2. General Provisions

- 2.1. All Subgrants must adhere to all UKRI grant terms and conditions:
<https://www.ukri.org/funding/information-for-award-holders/grant-terms-and-conditions/>
- 2.2. The Subgrant Holder is to ensure that any co-investigators are aware of their responsibilities and observe the terms and conditions of the Subgrant.
- 2.3. The Subgrant Holder must comply with EU state aid law.
- 2.4. The Subgrant Holder must have adequate business continuity plans to minimise operational interruptions.
- 2.5. The Subgrant Holder is to ensure research is organised and undertaken within a framework of best practice that recognises various factors that may influence /

impact on a research project.

- 2.6. The Subgrant Holder must consider and adhere to the necessary aspects of the equality, diversity and inclusion plan throughout the period of the Subgrant and act within these principles in all matters relating to the Subgrant:
<https://www.turing.ac.uk/about-us/equality-diversity-and-inclusion>
- 2.7. Where there is more than one Subgrant Holder, a formal collaboration agreement between all Subgrant Holders must be executed and is to include provisions relating to the allocation of resources throughout the project, ownership of intellectual property and rights to exploitation. Arrangements for collaboration and/or exploitation must not prevent the future progression of research and the dissemination of research results in accordance with academic custom and practice.

3. Financial Provisions

- 3.1. The Subgrant Holder is responsible for the conduct of the research, use of public funds and proper financial management of the Subgrant.
- 3.2. All funding must be spent in accordance with principles contained in “Managing Public Money” <https://www.gov.uk/government/publications/managing-public-money>.
- 3.3. Accurate financial receipts and records should be kept by the Subgrant Holder throughout the duration of the grant.
- 3.4. The Subgrant Holder must retain all accounting information relating to the Subgrant for the current financial year plus the subsequent six years after the submission date of the final expenditure statement.
- 3.5. All staff costs on the Subgrant must be classed as Directly Incurred only. No Directly Allocated staff costs are received as part of the Parent Grant.
- 3.6. The Subgrant Holder must keep timesheets for all staff working less than 100% FTE on the Subgrant, as per UKRI terms and conditions.
- 3.7. The Subgrant Holder must conduct the project in line with the agreed budget and make up any shortfall from other alternative sources.
- 3.8. The Subgrant Holder must inform The Alan Turing Institute of any savings or underspend on the Subgrant and, at the end of the award, should return unspent funds to The Alan Turing Institute.
- 3.9. The Subgrant Holder must cooperate with The Alan Turing Institute to provide timely and accurate submission of expenditure statements and reports as

required.

- 3.10. Any no-cost extensions to the Subgrant will be made at the discretion of The Alan Turing Institute and the Subgrant must under no circumstance continue beyond 31 March 2023 which represents the end date of the Parent Grant. Only no-cost extensions can be considered. Any requests for additional funds for a Subgrant will not be considered.
- 3.11. The purchase of Equipment, as per the UKRI definition of Equipment, is not permissible unless you have specifically received a Subgrant for such purposes.
- 3.12. Travel claims should evidence value for money which shall only include travel by standard class by train and economy class by air. Any exception will need to be justified and approved within terms of the Subgrant Holder policy.
- 3.13. In line with standard guidance, funds can only be transferred between Directly Incurred headings, excluding Equipment.
- 3.14. In relation to Estates and Indirect Costs (combined as a flat overhead rate for the purposes of the Subgrant), if a post that attracts these costs is not filled or a staff member who attracts these costs leaves more than six months before the end of the period for which the post was funded and is not replaced or is replaced by staff that does not attract the costs, this should be informed to The Alan Turing Institute so a proportionate reduction may be claimed.
- 3.15. UKRI may call for periodic information on progress or may visit the project team. The Subgrant Holder must make all reasonable efforts to respond to requests for information from The Alan Turing Institute in relation to such calls from UKRI.
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- 3.16. In the event that UKRI imposes financial sanctions and/or additional measures in relation to non-compliance with these terms, to the extent that this was caused by the Subgrant Holder, these will be imposed on the Subgrant Holder.
- 3.17. If the Subgrant Holder does not provide information about the outputs and outcomes as requested by UKRI, The Alan Turing Institute may recover any direct losses it suffers from the Subgrant Holder.
- 3.18. If the Subgrant Holder does not provide information required for The Alan Turing Institute final report or financial expenditure statement, The Alan Turing Institute may recover any direct losses it suffers from the Subgrant Holder.
- 3.19. UKRI may terminate or change the value of the Parent Grant at any time, subject to reasonable notice and payment to cover outstanding and unavoidable commitments. The Alan Turing Institute reserves the right to terminate or amend the Subgrant in line with UKRI's actions.

4. Reporting Provisions

- 4.1. Subgrant Holders and/or Subgrantees are required to submit quarterly scientific and financial reports to The Alan Turing Institute.
- 4.2. Subgrant Holders and/or Subgrantees are required to submit a final scientific and financial report to The Alan Turing Institute at the end of the Subgrant.
- 4.3. If scientific or financial reports are delayed for a period of 30 days or more The Alan Turing Institute may terminate the Subgrant and request unspent funds relating to the Subgrant to be returned to The Alan Turing Institute.
- 4.4. If the final scientific and financial reports are delayed for a period of 30 days or more The Alan Turing Institute may impose sanctions on future funding to the Subgrant Holder.
- 4.5. If the performance metrics detailed in the scientific or financial reports are deemed to deviate significantly from the originally agreed project description and budget, and these deviations have not been previously discussed or agreed, The Alan Turing Institute is at liberty to terminate the Subgrant and request unspent funds relating to the Subgrant to be returned to The Alan Turing Institute.
- 4.6. You must use UKRI's specified online system (currently Researchfish) to submit information for monitoring purposes on the outputs and outcomes of the Project during and for a period of 8 years after the expiry of the Subgrant.
- 4.7. The Subgrant Holder may be required to assist The Alan Turing Institute in preparing a report to UKRI on the conduct and outcome of the Subgrant.

5. Staff

- 5.1. The Subgrant Holder accepts all responsibilities for its staff employed under the Subgrant, including their training and supervision.
- 5.2. The Subgrant Holder will provide research staff employed under the Subgrant with a statement setting out provisions for career management and development.
- 5.3. The Subgrant Holder is to adopt principles, standards and good practice for the management of research staff as set out in the 2008 Concordat to Support the Career Development of Researchers, and subsequent amendments.
- 5.4. The Subgrant Holder must comply with the terms of the Equality Act 2010.

6. Maternity, Paternity, Adoption and Parental Leave

- 6.1. The Subgrant Holder will be compensated at the end of the Parent Grant for the net costs that cannot be met within the cash limit of paid parental leave (i.e.

maternity, paternity and adoption leave) for staff that falls under the Directly Incurred and Exceptions fund headings (excluding the principal and coinvestigators, unless they are also research fellows or research assistants funded by the Parent Grant) if they fulfil the relevant qualifying conditions of the employing research organisation. In this context, “net cost” is the amount paid to the individual less the amount the Subgrant Holder can recover for Statutory Maternity Pay and Statutory Adoption Pay from HMRC.

- 6.2. Parental leave pay is payable by the Research Council only for Directly Incurred staff that are funded for 100% of their contracted time under the Parent Grant (apart from staff acting as principal or coinvestigators unless they are also research fellows or research assistants funded by the Parent Grant).
- 6.3. Subgrant funds, within the announced cash limit, may be used to meet the costs of making a substitute appointment and/or extending the grant to cover a period of parental leave for staff within the Directly Incurred and exceptions fund headings (excluding the principal and co-investigators, unless they are also research fellows or research assistants funded by the grant). The duration of a grant will be extended only if the period can be accommodated within the maximum period allowed for extensions. Directly Allocated and Indirect funds will not be increased as a result of such extensions.
- 6.4. Research Grant funds may be used to meet the costs of paid parental leave only to the extent that it is taken during the original period of the grant. The Subgrant Holder will be responsible for any liability for parental leave pay for staff supported by the grant outside the original period of the grant. If, for example, the original end date of a grant falls while a member of research staff is partway through her maternity leave, the Subgrant Holder will be responsible for that part of the maternity leave which is taken after the original end date.

7. Medical and Health Research

- 7.1. The Subgrant Holder is responsible for managing and monitoring the conduct of medical and health research in a manner consistent with the Department of Health's Research Governance Framework for Health and Social Care (or equivalent). There must be effective and verifiable systems in place for managing research quality, progress and the safety and wellbeing of patients and other research participants. These systems must promote and maintain the relevant codes of practice and all relevant statutory review, authorisation and reporting requirements.
- 7.2. Research involving human participants or data within the social sciences that falls outside the Department of Health's Research Governance Framework must meet the provisions and guidelines of the ESRC's Research Ethics Framework. While this research may involve patients, NHS staff or organisations, it is defined as research that poses no clinical risk or harm to those who are the subjects of

research. Subgrant Holders must ensure that appropriate arrangements are in place for independent ethics review of social science research that meets local research ethics committee standards.

- 7.3. Significant developments must be assessed as the research proceeds, especially those that affect safety and wellbeing, which should be reported to the appropriate authorities and to The Alan Turing Institute. The Subgrant Holder must take appropriate and timely action when significant problems are identified. This may include temporarily suspending or terminating the research.
- 7.4. The Subgrant Holder is responsible for managing and monitoring statutory requirements for which it accepts responsibility, for example, in relation to legislation on clinical trials, use of human organs, tissues and data.
- 7.5. Guidance by the MRC on the conduct of medical research, and by ESRC on the conduct of social science research, provided on behalf of all Research Councils, must be observed.

8. Changes in Research Project

- 8.1. Any major change in the proposed research including failure to gain access to research facilities, data and services or to gain ethical committee approval for the proposed research should be reported to The Alan Turing Institute immediately.

9. Transfer of a Subaward to another Research Organisation

- 9.1. If the Subgrant Holder or Subgrantee wishes to transfer the Subgrant to another Research Organisation the Subgrant Holder must inform The Alan Turing Institute promptly. The Alan Turing Institute will approve such transfer if, in the Alan Turing Institute's sole discretion, it is satisfied that that appropriate arrangements have been agreed between the Subgrant Holder, the Alan Turing Institute and the new Research Organisation that will enable the project to be undertaken in accordance with its research objectives, including the provision of the required facilities. The new Research Organisation must be eligible to receive funding from UKRI and the Subgrant Holder shall use its reasonable endeavours to ensure that the new Research Organisation is compliant with these terms and conditions.

10. Change of Subgrantee

- 10.1. If the Subgrant Holder or Subgrantee wishes to transfer the Subgrant to another Subgrantee, the Subgrant Holder must inform the Alan Turing Institute promptly. The Alan Turing Institute will approve such transfer if, in the Alan Turing Institute's sole discretion, it is assured that the replacement Subgrantee meets the eligibility criteria and has the expertise and experience to lead the project to a

successful conclusion, in accordance with the original research objectives. The Subgrant Holder must carry out the necessary eligibility checks on the replacement Subgrantee and consider any grant specific conditions before submitting a request to change the Subgrantee.

11. Acknowledgement

- 11.1. The Subgrantee should, subject to the procedures laid down by the Subgrant Holder, publish the results of the research in accordance with normal academic practice and the UKRI policy on open access.
- 11.2. Publications and other forms of media communication, including media appearances, press releases and conferences, must acknowledge the support received from the Research Council (or Councils, in the case of grants funded by more than one) quoting the grant reference number if appropriate. Journal publications should acknowledge the funding source using the standard format:

'This work was supported by Wave 1 of The UKRI Strategic Priorities Fund under the EPSRC Grant EP/T001569/1, particularly the "Digital Twins: Urban" theme within that grant & The Alan Turing Institute'.

- 11.3. The EPSRC and UKRI logos should be used on all materials produced that are associated with the [project/research], unless third party restrictions apply, for example, where a publisher or webpage host declines.