

# CMM International Fund for Global Advancement of Medical Mycology - Round 1

## Terms and Conditions

### 1. BACKGROUND

These Terms and Conditions set out the terms and conditions upon which the University of Exeter (“UoE” or the “Funder”) has agreed to award the Grant to the Lead Applicant and Lead Applicant Institution.

### 2. DEFINITIONS

**2.1.** The following terms shall have the following meanings:

“Aid Diversion”	means any event that prevents funds being directed to the aid outcomes or intended recipients;
“Application Form”	means the form, a copy of which is appended to the Award Letter, completed and submitted by the Lead Applicant to UoE requesting grant funding, and setting out full details of the proposed Project;
“Award Letter”	means the letter from UoE to the Lead Applicant Institution and Lead Applicant specifying the details of the financial support awarded and the Project to be funded;
“CMM”	means the Centre for Medical Mycology located at UoE
“CMM’s International Units”	means all CMM units located outside of the UK, including CMM AFRICA, CMM LATAM and CMM SE ASIA
“CMM International Fund for Global Advancement of Medical Mycology”	means the funding call to which Lead Applicants are applying for a Grant
“Consumable”	means an item that will generally be used up or discarded during the lifecycle of the Project, including (but not limited to): a) any laboratory supplies, such as substances, compounds, specific chemicals, experimental kits etc, which have been specifically bought for the Project and once used, cannot be sold or reused in other programmes b) consumable equipment that is required for the operation of durable goods / specific machinery e.g. vials c) stationery, such as printing of leaflets etc;
“Duration”	means the duration of the Project, as set out in the Application Form and the Award Letter;
“Foreground IPR”	means Intellectual Property Rights (IPRs) that are created, exemplified or developed (whether in whole or in part) during the Project and for the purpose of the Project. For the avoidance of doubt, this: (a) includes any Foreground IPR generated by or on behalf of the Lead Applicant Institution in the course of the Project; (b) includes IPRs that may subsist in any samples or meta data associated with the samples to the extent that such samples are not subject to third party rights and to the

	extent that the terms of any relevant licence under applicable law and/or ethics or other approval permits; (c) excludes Pre-existing IPR;
“Final Report”	means the report to be issued by the Lead Applicant and the Lead Applicant Institution setting out, but not limited to, the results of the Project, a report on the extent to which the stated aims of the Project have been achieved, confirmation of any exploitable Intellectual Property developed, and a full account of how the Grant was spent;
“Financial Irregularity”	includes (but is not limited to) potential fraud or other impropriety, mismanagement, and/or the use of Grant for any purposes other than those stipulated in these Terms and Conditions;
“Grant”	means the financial support to be provided by UoE in relation to the Project;
“Grant Funded Asset”	means any asset, whether fixed or moveable, but excluding Consumables, that has been acquired, developed, enhanced, or constructed by the Lead Applicant or Lead Applicant Institution using part or all of the Grant;
“Intellectual Property Rights (IPRs)”	means any inventions, discoveries, materials, technologies, products, data, algorithms, software, patents, databases, copyright, moral rights, know-how, and all other intellectual property rights, whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, 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 arising out of or in connection with the Project;
“Lead Applicant”	means the person to whom the Grant is assigned and who will be the individual principally responsible for leading and managing the Project and whose name is set out in the Award Letter;
“Lead Applicant Institution”	means the university, institution or other body to which the Grant is awarded, and which is responsible for managing the proper conduct of the Project and is accountable for financial management of the Grant;
“Party” or “Parties”	means UoE, the Lead Applicant and the Lead Applicant Institution;
“Pre-existing IPR”	means all Intellectual Property Rights vested in or licensed to the Parties prior to the commencement date of the Project and/or created by the Parties independently of the Project;
“Procurement Regulations”	means the Procurement Act 2023;
“Prohibited Act”	means: <ul style="list-style-type: none"> <li>1) directly or indirectly offering, giving or agreeing to give to any servant of UoE any gift or consideration of any kind as an inducement or reward for: <ul style="list-style-type: none"> <li>(i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of these Terms and Conditions; or</li> <li>(ii) showing or not showing favour or disfavour to any person in relation to these Terms and Conditions; and/or</li> </ul> </li> <li>2) committing any offence: <ul style="list-style-type: none"> <li>(i) under the Bribery Act;</li> </ul> </li> </ul>

	<p>(ii) under legislation creating offences in respect of fraudulent acts; or</p> <p>(iii) at common law in respect of fraudulent acts in relation to these Terms and Conditions; or</p> <p>3) defrauding or attempting to defraud or conspiring to defraud UoE;</p>
“Proposed Start Date”	means the start date stated within the Application Form;
“Project”	means the project to be carried out by the Lead Applicant as set out in the Application form and the Award Letter, funded by the Grant
“Project Partner”	means any co-applicant, collaborator or industry partner listed in the Application Form by the Lead Applicant
“Terms and Conditions”	means these terms and conditions, as amended from time to time

### 3. RESEARCH PRACTICE

- 3.1. The Lead Applicant Institution and Lead Applicant shall ensure the Project is primarily aimed at facilitating and enhancing global mycology research and development aimed at advancing knowledge on fungal pathogens and the diseases they cause for the benefit of people where the CMM’s International Units (CMM AFRICA, CMM LATAM and CMM SE ASIA) are located.
- 3.2. The Lead Applicant and Lead Applicant Institution shall ensure the Grant is used solely for the delivery of the Project and must not, without the prior written consent of UoE, make any material changes to the Project.
- 3.3. Prior to the commencement of the Project, the Lead Applicant and the Lead Applicant Institution will obtain any and all licences, consents and approvals (including ethical approval) necessary for the conduct of the Project and will continue to hold such licences, consents and approvals during the Duration.
- 3.4. The Grant must not be used to support activity which influences or attempts to influence Parliament, Government or political parties, to propagate a religion or belief, or to influence the awarding or renewal of contracts of grants, or to influence legislative or regulatory action.
- 3.5. The Lead Applicant must provide prior notification to UoE of any contact they may make directly with representatives of governments in relation to the Project.
- 3.6. Where, before or during the Duration, the Lead Applicant and the Lead Applicant Institution receives any funding from any other source or person towards the Project that was not already committed to the Lead Applicant Institution and disclosed to UoE, UoE may, where that funding duplicates funding of the Grant, require repayment of the Grant (up to the amount of duplicate funding received).
- 3.7. The Lead Applicant and the Lead Applicant Institution agrees and accepts that it will not apply for duplicate funding in respect of any part of the Grant or any related administration costs that UoE has provided under these Terms and Conditions.
- 3.8. The Lead Applicant and the Lead Applicant Institution and any person, organisation, company or other third-party representative engaged as part of the Project will at all times comply with all applicable legislation, regulations and rules in the country/ies in which they are registered and operating.

- 3.9.** The Lead Applicant Institution must ensure that the requirements under the UK Policy Framework for Health and Social Care Research (or equivalent) are met for managing, monitoring and for research involving NHS patients, their organs, tissues or data and the necessary arrangement are in place with partner organisations. Where the Lead Applicant Institution is also considered to be a ‘sponsor’, as defined in the UK Policy Framework for Health and Social Care Research, the Lead Applicant Institution must meet all requirements to be met by ‘sponsors’ under said Framework.
- 3.10.** The Lead Applicant Institution shall be responsible for managing and monitoring statutory requirements for which it accepts responsibility, for example, in relation to legislation of clinical trials, use of human organs, tissues and data.
- 3.11.** For clinical studies involving human participants and/or patients, appropriate consent must be obtained by the Lead Applicant. When collaborating with other laboratories, or where animal facilities are provided by third parties, the Lead Applicant should obtain prior approval from the applicable local ethics committee and the Lead Applicant must be satisfied that welfare standards consistent with their local legislation and appropriate guidance in the use of animals in bioscience research are applied and maintained (example available at [www.nc3rs.org.uk/responsibility-use-animals-bioscience-research](http://www.nc3rs.org.uk/responsibility-use-animals-bioscience-research)).
- 3.12.** The Lead Applicant Institution is expected, wherever possible, to adopt procedures and techniques which avoid the use of animals and, where this is not possible, to use the minimum number of animals consistent with obtaining valid results as humanely as possible, in particular;

  - 3.12.1.** the least sentient species with the appropriate physiology is used;
  - 3.12.2.** the number of animals used is the minimum sufficient to provide adequate statistical power to answer the questions posed;
  - 3.12.3.** the severity of procedures performed on animals is kept to a minimum. Experiments should be kept as short as possible; and
  - 3.12.4.** appropriate anaesthesia, analgesia and humane endpoints should be used to minimise any pain and suffering.
- 3.13.** Where Research involves human stem cell lines (both embryonic and adult), Lead Applicants must ensure that they hold all relevant licenses, accreditations and approvals from, and abide by the local legislation and Codes of Practice issued by, but not limited to, the Human Fertilisation and Embryology Authority (HFEA; see AC10), the Human Tissue Authority (HTA; see AC12), the Health Research Authority (HRA; for research ethics, gene therapy and confidentiality; see AC6, AC7, AC8), the Medicines and Healthcare products Regulatory Agency (MHRA; see AC6, AC7, AC8), the EU Tissue and Cells Directive (where applicable).
- 3.14.** In the case of Research involving human embryonic stem cells in the UK, the Lead Applicant, the Lead Applicant Institution, all Project Partners, and any person, organisation, company or other third-party representative engaged as part of the Project, must:

  - 3.14.1.** Abide by the UK Code of Practice for the use of Human Stem Cell lines (<https://mrc.ukri.org/publications/browse/code-of-practice-for-stem-cell-lines/>);
  - 3.14.2.** Not pass samples of human embryonic stem cell lines to third parties other than those approved by the Steering Committee for the UK Stem Cell Bank and for the Use of Stem Cell Lines and/or the HFEA.
  - 3.14.3.** Not take human embryonic stem cell lines out of the UK unless approved by the Steering Committee

for the UK Stem Cell Bank and for the Use of Stem Cell Lines and/or the HFEA.

In addition, any Lead Applicant or Research Partner from outside the UK, or any person, organisation, company or other third-party representative from outside the UK engaged as part of the Project, wishing to conduct human embryonic stem cell research in the UK as visiting workers must provide the UoE with a written statement from their home institution, outlining that as the employer of the visiting worker the institution takes on the responsibilities of ensuring their employee works to and complies with the requirements of the UK Governance landscape, set out in the UK Code of Practice.

- 3.15.** The Lead Applicant Institution assumes full responsibility for staff funded from the Grant and, in consequence, accepts all duties owed to these staff and all responsibilities for these staff, including without limitation, their terms and conditions of employment and their training and supervision, arising from the employer/employee relationship. The Lead Applicant Institution is responsible for ensuring that a safe working environment is provided for all individuals associated with the Project.
- 3.16.** The Lead Applicant Institution will promptly notify UoE of any incident connected to the Project, which the Lead Applicant Institution at its reasonable discretion considers relevant to UoE's rights and interests in the Project, and will keep UoE promptly informed of any developments connected to such incident.
- 3.17.** The Lead Applicant Institution and the Lead Applicant will conduct the Project in accordance with the principles set out in the Concordat to Support Research Integrity <https://www.universitiesuk.ac.uk/what-we-do/policy-and-research/publications/concordat-support-research-integrity.aspx> and the 'UK Research and Innovation (UKRI) Policy and Guidelines on Governance of Good Research' and any subsequent amendments. The Lead Applicant Institution must on request provide information on its management of research integrity and ethics in response to the UKRI's assurance questions, as described at: <https://www.ukri.org/manage-your-award/good-research-resource-hub/research-integrity/>
- 3.18.** The Lead Applicant Institution and the Lead Applicant are expected to adopt the principles, standards and good practice;
  - 3.18.1.** for the management of research staff set out in the 2008 Concordat to Support the Career Development of Researchers; and
  - 3.18.2.** good practice for public engagement with research set out in the 2010 Concordat for Engaging the Public with Research.
- 3.19.** The Lead Applicant Institution will ensure that full details of any other third-party funding or in-kind contribution granted to it in connection with the Project will be included in the Application Form, or, if obtained subsequently to UoE's acceptance of the Application Form, that it promptly notifies UoE in writing, with full details of such funding.

#### **4. PAYMENT AND DUE DILIGENCE**

- 4.1.** The Lead Applicant Institution shall use the Grant to best carry out the Project as detailed in the Application Form.
- 4.2.** The Lead Applicant Institution will be solely liable for any expenditure incurred, in connection with the Project, that is in excess of the Grant or is not accounted for in the Application Form or Award Letter.
- 4.3.** UoE will only release Grant instalments in Pounds Sterling:
  - 4.3.1.** in accordance with the timetable set out in the Award Letter; and

- 4.3.2.** following its receipt of a valid invoice from the Lead Applicant Institution; and
- 4.3.3.** if the conditions set out in the Award Letter have been satisfied; and
- 4.3.4.** if the conditions set out in clause 4.9 below (completion of Due Diligence checks) and the conditions set out in clause 7 below (Reports) have been met.
- 4.4.** In the event that the Lead Applicant completes the Project without spending the full amount of the Grant, the Lead Applicant Institution must repay all of the unspent part of the Grant.
- 4.5.** The Lead Applicant and the Lead Applicant Institution shall promptly notify and repay to UoE any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitations) situations where either an incorrect sum of money has been paid or where the Grant has been paid in error before the Lead Applicant and the Lead Applicant Institution has complied with all conditions attaching to the Grant.
- 4.6.** UoE may at any time during or after the Duration request financial information in connection with the Grant and the Project. UoE, at its own expense, either directly or via an appropriate third party engaged by it, may review the income and expenditure connected to the Project and/or the system used by the Lead Applicant Institution to administer the Grant, and the Lead Applicant Institution shall allow UoE (or such third party) access to its records and premises during business hours for the conduct of such audit subject to UoE providing reasonable written notice for such access.
- 4.7.** The Lead Applicant Institution acknowledges that it is responsible for the conduct and administration of the Grant, therefore is accountable for the use of public funds and shall ensure all expenditure is subject to robust controls.
- 4.8.** Where the Lead Applicant Institution enters into a contract with a third party in connection with the Project, the Lead Applicant Institution will remain responsible for settling payment in respect of invoices from these third parties. Third party invoices must not be submitted to UoE.
- 4.9.** Prior to receiving the Grant, the Lead Applicant must carry out Due Diligence checks on each of the Project Partners listed in the Application Form. As part of this process, the Lead Applicant must (i) complete a separate Due Diligence risk assessment form, as provided by UoE, for each respective Research Partner; (ii) return all such completed Due Diligence risk assessment forms to UoE; and (iii) notify UoE of any concerns relating to any of the Project Partners that came to light during the Due Diligence checks, as well as any actions that the Lead Applicant proposes to take to mitigate any such concerns. The Lead Applicant may be asked to provide additional information relating to the Due Diligence checks prior to receiving the Grant, and UoE may withhold part or all of the Grant as a result of information discovered during these Due Diligence checks.
- 4.10.** The Lead Applicant Institution shall keep (and provide to UoE upon request) for a period of six years all original accounting, which shall include, but not limited to, all itemised purchase receipts, self-receipts where applicable, all invoices, and evidence of all payments to staff and any information requested by the UoE, including evidence that funds from the Grant have been spent on the costs identified in the Application Form.
- 4.11.** The Lead Applicant Institution must have a policy (or equivalent) that demonstrates the organisation's zero tolerance approach to fraud and bribery and a sound administration and audit process, including internal financial controls to safeguard against fraud, theft or any other impropriety or mismanagement in connection with the administration of the Grant, and the Lead Applicant Institution will require that the internal/external auditors report on the adequacy or otherwise of that system. All cases of fraud, theft,



impropriety, or mismanagement (whether proven or suspected) relating to the Project must be notified to UoE and the Authority as soon as they are identified.

- 4.12. The Lead Applicant Institution will keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant received from UoE and any income generated from the Project. The Grant will be shown in the Lead Applicant Institution's separate account as a restricted fund and will not be included or mixed with the Lead Applicant Institution's general funds or other monies.
- 4.13. Onward payment of the Grant and the use of sub-contractors shall not relieve the Lead Applicant Institution of any of its obligations under these Terms and Conditions, including any obligation to repay the Grant.

## 5. DURATION AND TERMINATION

- 5.1. The Project shall commence on the Proposed Start Date and, subject to clause 5.2 or earlier termination, shall continue in full force until the end of the Duration.
- 5.2. The Lead Applicant Institution must inform UoE of any delays or interruptions to the Project and, if the Duration of the Project requires to be amended, the Lead Applicant must submit a proposed revised timescale to UoE for approval. The Grant may be withdrawn if UoE considers the delays or revised timescale unacceptable.
- 5.3. UoE shall be entitled to terminate the Project or suspend payment of further instalments of the Grant at any time, and to require the Lead Applicant Institution to suspend the Project, if UoE reasonably believes that:
  - 5.3.1. the Lead Applicant Institution is in material breach of any of its obligations hereunder ("Material Breach") and such breach is not capable of remedy; or
  - 5.3.2. the Lead Applicant has made a material change to the Project or is no longer leading and/or managing the Project, without the prior consent of UoE; or
  - 5.3.3. the Lead Applicant Institution enters into bankruptcy or liquidation or any other arrangement for the benefit of its creditors; or
  - 5.3.4. a serious incident (in the reasonable opinion of UoE) has occurred in connection with the Project, such as scientific misconduct on the part of personnel involved in the Project; or
  - 5.3.5. the Lead Applicant is no longer capable of completing the Project and/or fulfilling its obligations under these Terms and Conditions.
- 5.4. On termination, UoE shall cease to be liable to pay any further instalments of the Grant.

## 6. CONFIDENTIALITY AND FREEDOM OF INFORMATION

- 6.1. Each Party acknowledges that, as a result of the Project, it may acquire confidential information relating to another Party that is not specifically connected to the Grant and/or the Project. Subject to these Terms and Conditions, each Party agrees that it shall keep such information confidential to the extent that such information is not available in the public domain, unless required to disclose it by applicable law or regulation.
- 6.2. Information relating specifically to the Grant and/or the Project shall be kept confidential save as set out in these Terms and Conditions or expressly agreed by the parties in writing.

- 6.3.** The Parties acknowledge that the Lead Applicant Institution may be subject to the Freedom of Information Act 2002 (or equivalent legislation in other jurisdictions (“FOIA”)). If the Lead Applicant Institution receives a request for information under the FOIA in connection with the Project, it will promptly notify UoE and comply with any reasonable request made by UoE in connection with its response to such request.

## **7. REPORTS**

- 7.1.** The Lead Applicant and the Lead Applicant Institution shall submit progress reports and the Final Report in accordance with the terms of the Award Letter.
- 7.2.** UoE reserves the right to request the Lead Applicant and the Lead Applicant Institution to provide an interim report setting out such information as UoE reasonably requires at any time.
- 7.3.** The Lead Applicant Institution and Lead Applicant shall assist UoE with any additional reporting requirements throughout the Duration and for a reasonable period following the end of the Duration.
- 7.4.** The Lead Applicant Institution and the Lead Applicant will contribute to a post-evaluation of the Project, which will focus on the results achieved, efficiency, effectiveness of implementation and quality of administration, unless otherwise agreed by UoE. This will be undertaken by UoE and the Lead Applicant after the Project has been completed.
- 7.5.** The Lead Applicant and the Lead Applicant Institution will notify UoE as soon as reasonably practicable of:
- 7.5.1.** any financial, administrative, and/or managerial difficulties that may hinder or prevent the Lead Applicant and Lead Applicant Institution from completing the Project and/or fulfilling its obligations under these Terms and Conditions;
  - 7.5.2.** any actual or potential Material Breach;
  - 7.5.3.** any actual or potential material variations to the Project; and
  - 7.5.4.** any change to the costs (whether actual or estimated) of carrying out the Project.
- 7.6.** The Lead Applicant and the Lead Applicant Institution represent and undertake (and will repeat such representations on delivery) that the reports and information provided pursuant to this clause 7 are accurate and that the Lead Applicant and Lead Applicant Institution have diligently made full and proper enquiry of the matter pertaining to the reports and information provided.
- 7.7.** The Lead Applicant Institution agrees to make any necessary changes to the Project to take into account feedback received from UoE at any time during the Project. The Lead Applicant Institution shall be notified in writing of any such feedback.

## **8. GRANT FUNDED ASSETS AND ACQUISITIONS**

- 8.1.** The Lead Institution will ensure that it maintains a register of all Grant Funded Assets and will provide the register to UoE on request. UoE shall have the right at any time to perform checks on any Grant Funded Assets, and/or require the Lead Institution to undertake the checks on UoE’s behalf. All costs for performing any checks shall be met by the Party undertaking the checks.
- 8.2.** The Lead Institution shall ensure that for each entry in the register referred to in Section 8.1 above, the following particulars will be recorded, where applicable:
- 8.2.1.** date of acquisition of the asset;



- 8.2.2.** description of the asset;
- 8.2.3.** cost of the asset, net of recoverable VAT
- 8.2.4.** location of the asset;
- 8.2.5.** serial or identification numbers of the asset;
- 8.2.6.** details of any maintenance on the asset;
- 8.2.7.** location of the title deeds for the asset;
- 8.2.8.** depreciation/amortisation policy applied to the asset;
- 8.2.9.** date of any subsequent disposal of the asset that occurs;
- 8.2.10.** proceeds of any disposal of the asset that occurs, net of VAT; and
- 8.2.11.** the identity of any person to whom the asset has been transferred or sold.
- 8.3.** Grant Funded Assets shall be owned by UoE, unless otherwise agreed in writing by UoE.
- 8.4.** Where Grant Funded Assets are used by the Lead Applicant and Lead Applicant Institution, such usage must be solely for delivery of the Project.
- 8.5.** The Lead Applicant Institution will manage the risk of Grant Funded Assets being lost, stolen, damaged or destroyed under the Lead Applicant Institution's own policies and procedures. UoE expects the Lead Applicant Institution to cover the cost of repairing or replacing lost, stolen, damaged or destroyed Grant Funded Assets and should make a risk-based decision on how best to do this. If the Lead Applicant Institution decides to take out project specific commercial insurance to cover lost, stolen, damaged or destroyed Grant Funded Assets, Grant funds cannot be used to fund the premiums unless explicitly approved in writing in advance by UoE.
- 8.6.** The Lead Applicant Institution must ensure that all Grant Funded Assets are maintained in good condition over the Duration.
- 8.7.** The Lead Applicant Institution must not dispose of any Grant Funded Assets without the prior written consent of UoE. If UoE grants consent to the disposal, such consent may be subject to satisfaction of certain conditions, to be determined by UoE.
- 8.8.** If the Lead Applicant Institution disposes of any Grant Funded Asset, the Lead Applicant Institution must use all reasonable endeavours to achieve at least the market price.
- 8.9.** The Lead Applicant Institution shall hold the proceeds from the disposal of any Grant Funded Asset on trust for the Authority.
- 8.10.** The Lead Applicant Institution must immediately report to UoE if any Grant Funded Asset is lost or stolen.
- 8.11.** The Lead Applicant and Lead Applicant Institution must ensure that any acquisitions made as part of the Project are compliant with relevant UK legislation, including (but not limited to), the National Security and Investment Act 2021 (the "NSI Act") and the National Security Act 2023. UoE may suspend the Grant and require the Lead Applicant and Lead Applicant Institution to repay part or all of the Grant if the Lead

Applicant and/or Lead Applicant Institution are found to be in breach of said legislation.

## 9. LOSSES, GIFTS, SPECIAL PAYMENTS AND BORROWING

**9.1.** The Lead Applicant Institution must obtain prior written consent from UoE before doing any of the following acts if they would result in a breach of these Terms and Conditions or would impact on the Lead Applicant Institution's ability to deliver the Project:

- 9.1.1.** writing off any debts or liabilities;
- 9.1.2.** offering to make any special payments;
- 9.1.3.** giving any gifts;
- 9.1.4.** borrowing or lending money from any source;
- 9.1.5.** charging or agreeing any security over any Asset; and/or
- 9.1.6.** giving any guarantee, indemnities or letters of comfort.

**9.2.** The Lead Applicant Institution will keep a record of all gifts, both given and received, in connection with the Grant or the Project.

## 10. ACKNOWLEDGEMENT, PUBLIC STATEMENTS, DISSEMINATION OF WORK AND ATTENDANCE AT EVENTS

**10.1.** Any academic publications arising from the Project ("Academic Publication") should include the following acknowledgement:

"We acknowledge investment from the University of Exeter, UK, to establish and fund new research projects aligned to and benefiting the CMM International Units. The CMM AFRICA, CMM LATAM and CMM SE ASIA Units are the result of an initiative developed by the University of Exeter, UK, to serve as world-class hubs for research and training in medical mycology within those regions of the world that suffer the major burden of fungal infection disease. The views expressed in this publication are those of the author and not necessarily those of the University of Exeter."

Additional sources of funding for each Project can be annexed to the above acknowledgement as necessary.

**10.2.** For peer-reviewed research articles the Lead Applicant and/or their collaborators from UoE PI will ensure that articles are Open Access via appropriate online repositories. All articles must have a 'CC BY' copyright licence, which allows the article to be freely shared, read and reused. To comply with open access requirements, the following sentence should be included in all publications: "For the purpose of open access, the author has applied a Creative Commons Attribution (CC BY) licence to any Author Accepted Manuscript version arising."

**10.3.** The Lead Applicant and/or their collaborators from UoE shall inform the CMM of any new Academic Publications by emailing [HLS-MRC-CMM-NewPubs@list.exeter.ac.uk](mailto:HLS-MRC-CMM-NewPubs@list.exeter.ac.uk).

**10.4.** Separate from Academic Publications, as dealt with above, The Lead Applicant Institution and Lead Applicant will acknowledge the support of UoE in any materials, including publicity materials, that refer to the Project, and in any written or spoken public presentations about the Project. Such acknowledgements

will include a name and logos agreed by UoE and CMM.

- 10.5.** In using the name and logo of UoE and CMM, the Lead Applicant Institution will comply with all reasonable branding guidelines issued by UoE from time to time. If a third party wishes to use the logo of UoE or CMM the Lead Applicant and Lead Applicant Institution must first seek permissions from UoE or CMM. UoE and/or CMM logos will be made available upon request by contacting [mrccmm@exeter.ac.uk](mailto:mrccmm@exeter.ac.uk).
- 10.6.** The Lead Applicant should alert UoE via [mrccmm@exeter.ac.uk](mailto:mrccmm@exeter.ac.uk) to all publicity activities and press releases in advance of them being finalised and released.
- 10.7.** The Lead Applicant Institution will comply with all reasonable requests from UoE to facilitate visits to the site where the Project is being carried out.
- 10.8.** If any part of the Grant is used for the delivery of an event, the Lead Applicant must offer UoE an opportunity to attend the event, providing sufficient notice.

## **11. INTELLECTUAL PROPERTY**

- 11.1.** Save as expressly granted elsewhere in these Terms and Conditions, the Lead Applicant Institution will retain under the Project:
  - 11.1.1.** its Pre-existing IPR; and
  - 11.1.2.** Foreground IPR created by it during the Duration.
- 11.2.** UoE will retain:
  - 11.2.1.** its Pre-existing IPR; and
  - 11.2.2.** Foreground IPR created by it during the CMM International Fund for Global Advancement of Medical Mycology.
- 11.3.** The Lead Applicant Institution grants to UoE a perpetual, non-exclusive, royalty- free, irrevocable licence to use the Foreground IPR for non-commercial purposes including to publicise and report on the activities in connection with the award of the Grant and the delivery of the CMM International Fund for Global Advancement of Medical Mycology.
- 11.4.** To the extent that any of the Pre-existing IPR is required for UoE to exercise its rights under clause 11.3, the Lead Applicant Institution shall grant to UoE a perpetual, non-exclusive, royalty-free, irrevocable licence to use such Pre-existing IPR.
- 11.5.** Ownership of third-party software or other IPR necessary to deliver the Project shall remain with the relevant third party.
- 11.6.** The Lead Applicant Institution shall obtain the relevant agreement of any applicable third-party proprietors before any additions or variations are made to the standard 'off-the-shelf' versions of any third-party software and other IPR. The Lead Applicant Institution will obtain and maintain appropriate licences to use the third-party software and other IPR.
- 11.7.** Other than as expressly set out in these Terms and Conditions, no Party will have any right to use any of the

other Party's names, logos or trademarks on any of its products or services without the other Party's prior written consent.

- 11.8.** It is the responsibility of the Lead Applicant Institution, and all engaged in the Project, to make every reasonable effort to ensure that any Intellectual Property Rights obtained in the course of the Project, are used to the benefit of society and the economy through wide dissemination, including online via open access platforms with free availability on the public internet, without financial, technical or significant legal barriers other than those inseparable from gaining access to the internet itself. The outcomes of the Project should be disseminated to both research and more widespread audiences, for example to inform potential users and beneficiaries of the Project.
- 11.9.** Unless stated otherwise, the ownership of all Intellectual Property Rights, and responsibility for their application, rests with the organisation that generates them.
- 11.10.** Where the Project involves Project Partners, the basis of collaboration between the Project Partners, including ownership of Intellectual Property Rights and rights to exploitation, is expected to be set out in a formal collaboration agreement. It is the responsibility of the Lead Applicant Institution to put such an agreement in place before the Project begins. The terms of these collaboration agreements must not conflict with these Terms and Conditions.

## **12. PROCUREMENT LAW, SUBSIDY CONTROL AND VALUE FOR MONEY**

- 12.1.** The Lead Applicant Institution will ensure that any of the Lead Applicant and third parties involved in the Project will adopt such policies and procedures that are required in order to ensure that value for money has been obtained in the procurement of goods or services funded by the Grant.
- 12.2.** Where the Lead Applicant Institution is a Contracting Authority within the meaning of the Procurement Regulations, the Lead Applicant will comply, as necessary, with the Procurement Regulations when procuring goods and services in connection with the Grant and UoE shall not be liable for the Lead Applicant's failure to comply with its obligations under the Procurement Regulations.
- 12.3.** The Lead Applicant Institution will ensure that delivery of the Project does not put UoE in breach of the UK's international obligations in respect of subsidies.
- 12.4.** The Lead Applicant Institution will maintain appropriate records of compliance with the relevant subsidy control regime and will take all reasonable steps to assist UoE to comply with the same and respond to any proceedings or investigation(s) into the Project by any relevant court or tribunal of relevant jurisdiction or regulatory body.
- 12.5.** The Lead Applicant Institution acknowledges and represents that the Grant is being awarded on the basis that the Project being undertaken using the Grant does not affect trade in goods and wholesale electricity between Northern Ireland and the European Union and shall ensure that the Grant is not used in way that affects any such trade.

## **13. INSURANCE**

- 13.1.** The Lead Applicant Institution will during the term of the Project and for six years after termination or expiry of these Terms and Conditions, ensure that it has and maintains, at all times, adequate insurance with an insurer of good repute to cover claims under these Terms and Conditions or any other claims or demands which may be brought or made against it by any person suffering any injury, damage or loss in connection with the Project or these Terms and Conditions.
- 13.2.** The Lead Applicant Institution will upon request produce to UoE its policy or policies of insurance or where

this is not possible, a certificate of insurance issued by the Lead Applicant Institution's insurance brokers confirming the insurances are in full force and effect together with confirmation that the relevant premiums have been paid.

#### **14. LIMITATION OF LIABILITY**

- 14.1.** Nothing in these Terms and Conditions 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.
- 14.2.** Subject to clause 14.1, UoE's total liability to the Lead Applicant Institution in respect of all other losses arising under or in connection with the Project or these Terms and Conditions, whether in contract, tort, breach of statutory duty, or otherwise, shall not exceed the amount of the Grant.
- 14.3.** Provided that UoE has paid the Grant to the Lead Applicant Institution in accordance with these Terms and Conditions, the Lead Applicant Institution 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 Grant, and the Lead Applicant Institution shall indemnify and hold UoE harmless from and against all such claims, costs, expenses, losses and liabilities.
- 14.4.** The provisions of this clause 14 shall survive termination of these Terms and Conditions, however arising.

#### **15. CONFLICTS OF INTEREST AND FINANCIAL OR OTHER IRREGULARITIES**

- 15.1.** The Lead Applicant Institution must have and will keep in place formal procedures that require the Lead Applicant to declare any personal or financial interest in any matter concerning the Project and if a conflict of interest is identified the individual is to be excluded from any discussion or decision-making relating to the matter concerned.
- 15.2.** The Lead Applicant Institution must inform UOE immediately if there are any grounds for suspecting Financial Irregularity or Aid Diversion in the use of the Grant, explain what steps are being taken to investigate the irregularity and keep UoE informed about the progress of the investigation.
- 15.3.** Each Party will immediately and without undue delay inform the other Party of any event which interferes or threatens to materially interfere with the successful implementation of the Project, including credible suspicion of or actual instances of Financial Irregularity or Aid Diversion.
- 15.4.** The Parties have a zero-tolerance approach towards Financial Irregularity or Aid Diversion that may lead to the misuse of funds and agree in principle to recover such funds. The Lead Applicant Institution will take timely and appropriate steps to investigate the suspicion of any such activity and will keep UoE informed about the steps being taken and the progress of the investigation. Each Party will fully co-operate with investigations into such events, whether led by UoE or the Lead Applicant Institution.
- 15.5.** In the event of any credible indications that the Grant may have been subject to fraud, Financial Irregularity or Aid Diversion, the Parties, may, at any time during the period of the Project and up to five years after the end of the Project, arrange for additional investigations, on-the spot checks and/or inspections to be carried out. These may be carried out by the Parties, or any of their duly authorised representatives.
- 15.6.** Where information is requested by UoE, as part of an investigation into fraud, Financial Irregularity or Aid Diversion, the Lead Applicant Institution cannot request any remuneration or benefits for any labour associated with fulfilling that request unless agreed in writing between the Parties.
- 15.7.** The Parties reserve the ability to recover funds that have been subject to proven fraud and will work together

to do so. Where Financial Irregularity or Aid Diversion is alleged, UoE reserves the ability to suspend or terminate the Grant with immediate effect, irrespective of any contractual requirements, and to seek civil or criminal sanctions where appropriate.

## 16. BRIBERY, MODERN SLAVERY, EQUALITY AND TERRORISM

### 16.1. The Lead Applicant Institution:

- 16.1.1.** shall not, and shall procure that its staff, agents, consultants and sub-contractors shall not, in connection with the Project and these Terms and Conditions, commit a Prohibited Act;
- 16.1.2.** shall not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct has been carried out in the UK;
- 16.1.3.** shall comply with UoE's anti-bribery policies, as updated from time to time and available to the Lead Applicant Institution via UoE's website;
- 16.1.4.** shall have and shall maintain throughout the Duration of the Project and these Terms and Conditions, its own policies and procedures, including adequate procedures under the Bribery Act 2010 or equivalent, to ensure compliance with this clause 16.1;
- 16.1.5.** shall promptly report to UoE any request or demand for any undue financial or other advantage of any kind received by the Lead Applicant in connection with the Project;
- 16.1.6.** shall immediately notify UoE in writing if a foreign public official becomes an officer or employee of the Lead Applicant Institution or acquires a direct or indirect interest in the Lead Applicant Institution, and Lead Applicant Institution warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of agreeing to these Terms and Conditions;
- 16.1.7.** shall, if requested, provide UoE with any reasonable assistance, at UoE's reasonable cost, to enable UoE to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act.
- 16.1.8.** shall, within 1 month of the commencement of the Project, and annually thereafter, certify to UoE in writing (such certification to be signed by an officer of the Lead Applicant Institution) compliance with this clause 16 by the Lead Applicant Institution and all persons associated with it or other persons who are supplying goods or services in connection with the Project or these Terms and Conditions. The Lead Applicant Institution shall provide such supporting evidence of compliance as UoE may reasonably request.

For the purpose of this clause 16.1, the meaning of adequate procedures and foreign public official, and whether a person is associated with another person, shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purpose of this clause 16.1, a person associated with the Lead Applicant Institution includes any agent, delegate or subcontractor of the Lead Applicant Institution.

- 16.2.** The Parties shall comply with all applicable laws, statutes, regulations, and codes relating to modern slavery, including but not limited to the Modern Slavery Act 2015.
- 16.3.** The Parties shall not unlawfully discriminate either directly or indirectly on such grounds as gender, race, colour, national origin, disability, sexual orientation or age within the meaning of the Equality Act 2010 and



all legislation, directives and guidance relating to equality and discrimination.

- 16.4.** Consistent with numerous United Nations Security Council resolutions including S/RES/1269 (1999), S/RES/1368 (2001) and S/RES/1373 (2001), UoE are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. The Lead Applicant and Lead Applicant Institution undertakes to use best efforts to ensure that none of the Grant provided under these Terms and Conditions is used to provide support to individuals or entities associated with terrorism.
- 16.5.** The Lead Applicant Institution will seek to ensure that none of the Grant or assets provided under these Terms and Conditions are made available or used to provide support to individuals, groups or entities associated with terrorism including those named on the following lists as updated from time to time:
  - 16.5.1.** HM Treasury's Office of Financial Sanctions Implementation – [Financial sanctions: consolidated list of targets](#)
  - 16.5.2.** UK Home Office – [Proscribed terrorist groups or organisations](#)
  - 16.5.3.** European Union – [Consolidated list of sanctions](#)
  - 16.5.4.** United Nations – [United Nations Security Council Sanctions List](#)
  - 16.5.5.** World Bank – [World Bank Listing of Ineligible Firms & Individuals](#)

## **17. DATA PROTECTION**

- 17.1.** The personal information that is supplied to UoE in connection with the Project will be stored by UoE in accordance with the UK General Data Protection Regulation ("UK GDPR") and the Data Protection Act 2018 and all other applicable laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK (the "UK Data Protection Laws"). UoE will be the data controller in respect of the Lead Applicant and Lead Applicant Institution's personal information. The personal information UoE holds includes the information the Lead Applicant completed in the Application Form and details of correspondence between UoE and the Lead Applicant.
- 17.2.** UoE will use the personal information of the Lead Applicant and the Lead Applicant Institution in order to:
  - 17.2.1.** process the Application Form for the Project;
  - 17.2.2.** manage and administer the Grant should the Application Form be successful;
  - 17.2.3.** communicate with the Lead Applicant and the Lead Applicant Institution in connection with the Project; and
  - 17.2.4.** create and share a member profile on the CMM-FAILSAFE Network website (if permitted by the Lead Applicant)
- 17.3.** UoE will rely in certain circumstances on its own legitimate interests, or the legitimate interests of a third party, when using personal information of the Lead Applicant. When UoE relies on legitimate interests, the Lead Applicant has a right (along with other personal data protection rights) to object to the UoE's use of their personal information. For a more detailed summary of the purposes for which UoE uses personal information, the legal bases on which UoE relies, and rights in relation to personal information, please see

UoE's privacy notice which can be found at <https://www.exeter.ac.uk/about/oursite/privacy/>.

- 17.4.** UoE may also publish basic details of Grants awarded (e.g. on their website or in their annual reports) and/or anonymise personal information for research and statistical purposes.
- 17.5.** UoE may also release details of Grants (including the name of the Lead Applicant and institution, project title and lay summaries of outputs) into the public domain (e.g. via the internet or via publicly accessible databases).
- 17.6.** UoE may contact the Lead Applicant about other initiatives which may be of interest to them, in accordance with any marketing preferences they have indicated. UoE may also contact the Lead Applicant as part of their evaluation of the Grant.

#### **INTERNATIONAL DATA TRANSFERS**

- 17.7.** In the event that personal information and or data supplied by the Lead Applicant and/or the Lead Applicant Institution to UoE leaves the UK ("Transferred Data"), and for which there are no adequacy regulations or similar in place, the following terms shall apply in respect of UoE as a data exporter. UoE shall:
  - 17.7.1.** agree that the UK Data Protection Laws apply to its Processing (as defined in the UK GDPR) of the Transferred Data, including transferring it to the Lead Applicant Institution;
  - 17.7.2.** carry out reasonable checks on the Lead Applicant Institution's ability to comply with applicable data protection regulations and take appropriate action if at any time it no longer considers that the Lead Applicant Institution is able to comply with the applicable laws or to provide appropriate safeguards;
  - 17.7.3.** co-operate with reasonable requests of the Lead Applicant Institution to pass on notices or other information to and from relevant Data Subjects (as defined in the UK GDPR) where it is not reasonably practical for the Lead Applicant Institution to do so itself. In such circumstances, UoE may pass these on via a third party, if it is reasonable to do so; and
  - 17.7.4.** co-operate with and provide reasonable assistance to the Lead Applicant Institution, so that the Lead Applicant Institution is able to comply with its obligations to the relevant Data Subjects under local applicable law.
- 17.8.** In the event that personal information and or data supplied by the Lead Applicant and/or the Lead Applicant Institution to UoE leaves the UK ("Transferred Data"), and for which there are no adequacy regulations or similar in place, the following terms shall apply in respect of the Lead Applicant Institution as a data importer. The Lead Applicant Institution must:
  - 17.8.1.** only Process the Transferred Data for the purpose its was obtained;
  - 17.8.2.** keep a written record of its Processing of the Transferred Data and provide this written record if asked to do so by UoE;
  - 17.8.3.** if the Information Commissioner ("ICO") requests, provide the ICO with the information it would be required on request to provide to UoE under this Section 17 (including the written record of its Processing, and the results of audits and inspections); and
  - 17.8.4.** co-operate with and provide reasonable assistance to UoE to enable UoE to comply with UoE's obligations under UK Data Protection Laws.

**17.9.** In the event that there is a Personal Data Breach (as defined in the UK GDPR) by the Lead Applicant Institution, the Lead Applicant Institution must keep a written record of all relevant facts relating to such Personal Data Breach, to be provided to UoE and the ICO on request, and must notify UoE without undue delay after becoming aware of the breach, providing the following information:

- 17.9.1.** a description of the nature of the Lead Applicant Institution Personal Data Breach;
- 17.9.2.** (if and when possible) the categories and approximate number of Data Subjects and Transferred Data records concerned;
- 17.9.3.** likely consequences of the Lead Applicant Institution Personal Data Breach;
- 17.9.4.** steps taken (or proposed to be taken) to fix the Lead Applicant Institution Personal Data Breach (including to minimise the harmful effects on Relevant Data Subjects, stop it from continuing, and prevent it happening again) and to ensure that appropriate safeguards are in place;
- 17.9.5.** contact point for more information; and
- 17.9.6.** any other information reasonably requested by UoE.

If it is not possible for the Lead Applicant Institution to provide all the above information at the same time, it may do so in phases, without undue delay; and assist UoE so UoE can inform Relevant Data Subjects or the ICO or any other relevant regulator or authority about the Lead Applicant Institution Personal Data Breach without undue delay.

## **18. GENERAL**

- 18.1. Precedence** - To the extent that there is any conflict between these Terms and Conditions, the Award Letter and any additional terms and conditions as may be applicable, the terms set out in the Award Letter shall take precedence.
- 18.2. Variation** - UoE reserves the right to amend these Terms and Conditions at any time where such amendment is required by applicable laws or regulations, or in order to comply with the recommended standards of anybody with jurisdiction over the Project or UoE, or where UoE reasonably believes that such change is necessary to ensure that the Terms and Conditions comply with industry practice from time to time. UoE will publish any such changes on the CMM website (<https://www.exeter.ac.uk/research/medicalmycology/>) and shall notify the Lead Applicant Institution in writing of any such changes. Any other changes must be agreed in writing between the Parties.
- 18.3. Use of logo** – The Lead Applicant Institution and the Lead Applicant shall not use the logo of UoE or CMM without the prior written permission of UoE or CMM.
- 18.4. Third Party Rights** - Nothing in these Terms and Conditions shall grant any rights to any third party under the Contracts (Rights of Third Parties) Act 1999 (as amended).
- 18.5. Whole Agreement** - these Terms and Conditions, along with the Award Letter and Application Form, set out the entire agreement of the Parties in relation to the Project. The Parties acknowledged that, in agreeing to these Terms and Conditions, they have not relied on any statements, representations or warranties save those set out in these Terms and Conditions.
- 18.6. No Partnership or Agency** - These Terms and Conditions shall not create any partnership or joint venture between the UoE or the Lead Applicant Institution, nor any relationship of principal and agent, nor authorise any entity to make or enter into any commitments for or on behalf of UoE.

- 18.7. Joint and Several Liability** - Where the Lead Applicant Institution is neither a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enters into and signs the Award Letter on behalf of the Lead Applicant shall be jointly and severally liable for the Lead Applicant's obligations and liabilities arising under these Terms and Conditions.
- 18.8. Assignment** - The Lead Applicant and Lead Applicant Institution will not transfer, assign, novate or otherwise dispose of the whole or any part of the Grant or any rights under these Terms and Conditions, to another organisation or individual, other than as expressly detailed and set out in the Application Form with respect to Project Partners, without first obtaining the written consent of UoE, and unless the Lead Applicant Institution has first entered into an agreement for the Lead Applicant Institution to work with such other organisation in delivering the Project.
- 18.9. Force Majeure** - In the event that either Party is delayed in performing its obligations under these Terms and Conditions by reason of circumstances beyond its reasonable control or anticipation, it shall be excused from performance of such obligations for the period for which such delaying circumstances continue in force, provided it promptly notifies the other Party of such circumstances and the expected duration of the delay. The affected Party shall take all reasonable steps to minimise the delaying circumstances. If the delay continues for a period of six weeks, the unaffected Party may elect to terminate the Project by written notice to the affected Party. If the Lead Applicant Institution is the Party effected by delaying circumstances, UoE shall not be required to pay any further instalments of the Grant (even if such payment is due) until the delaying circumstances have come to an end.
- 18.10. Interpretation** - Any phrase introduced by terms such as 'including', 'for example' and/or 'in particular' shall be construed as illustrative and shall not limit the sense of the words preceding those terms. Any reference to legislation, regulation or policy shall be deemed to include any sub- ordinate legislation or regulation, and to refer to such legislation, regulation or policy as amended from time to time. The expressions 'in writing' or 'written' shall include email and documents transmitted electronically.
- 18.11. Jurisdiction** - these Terms and Conditions shall be subject the laws of England, and the parties submit to the exclusive jurisdiction of the courts of England.