**Funding Agreement – Global Health Development Award**

**This funding agreement dated [………………] 2024**

**Is made by and between:**

1. **THE SECRETARY OF STATE FOR HEALTH AND SOCIAL CARE** of 39 Victoria Street, Westminster, London SW1H 0EU (**Authority**) and
2. [LMIC LEAD] …………………. (**Contractor**)

Each a **Party** and collectively the **Parties**.

**BACKGROUND**

The Authority has agreed to make funding available to the Contractor for the purposes of supporting underpinning work for the development of high-quality global health research proposals and thus secure further research funding.

**NOW IT IS AGREED THAT**

1. **Interpretation**
   1. In this Agreement:

|  |  |
| --- | --- |
| Applicable Law | 1. means:    1. any law, statute, regulation, byelaw or subordinate legislation in force from time to time to which a party is subject and/or in any jurisdiction that the Research is provided to or in respect of;    2. the common law and laws of equity as applicable to the parties from time to time;    3. any binding court order, judgment or decree;    4. any applicable direction, policy, rule or order that is binding on a party and that is made or given by any regulatory body having jurisdiction over a party or any of that party’s assets, resources or business. |
| **Approved Cost** | means the funding to be paid by the Authority to the Contractor in accordance with this Agreement and the payment timetable detailed at Schedule 2. |
| **Arising Know How** | means Know How that is created, devised or generated by or on behalf of any of the Contractor or a Collaborator in the course of the performance of the Research. |
| **Background IP** | means any Intellectual Property in existence at the date of this Agreement or created, devised or generated other than in the performance of the Research and which is actually used in the performance of the Research. |
| **Collaborator** | means a person or organisation who works with the Contractor in connection with the Research on a collaborative basis. |
| **Collaboration Agreement** | means an agreement between the Contractor and any Collaborator relating to the performance of the Research and compliance with this Agreement. |
| **Collaboration Milestone Date** | means the last date by which the Collaboration Agreement must have been approved by the Authority and have been put in place between the Contractor and each Collaborator. |
| **Commercial Use** | means any use, activity and/or agreement that supports the generation of revenue including but not limited to:   1. any use in support of an application for regulatory approval for a product or service; 2. any use in support of the development, promotion or use of a product or service that will be made available on a fee paying basis; 3. any use in support of the development, promotion or provision of health or social care or public health services direct to an individual on a fee paying basis; or 4. the provision of a product or a service to any health or social care or public health provider; and/or 5. the granting of an option, a licence, and/or an assignment of Intellectual Property. For the avoidance of doubt, this does not include licences granted to academic or research institutions for the purposes of academic research or teaching. |
| **Drop Dead Date** | means the last date by which the Research must have started as detailed in Schedule 1. |
| **FOIA** | means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued under this Act or by the Information Commissioner in relation to such legislation. |
| **Foreground IP** | means any Intellectual Property that is created, generated or developed (whether in whole or in part) during the course of and for the purpose of any part of the Research.  For the avoidance of doubt, this:   1. includes Foreground IP generated by or on behalf of the Contractor or any Collaborator in the course of performing the Research; 2. excludes Arising Know How and Research Data; 3. excludes Intellectual Property that has been generated by the Contractor or any Collaborator without financial and/or material and measurable in-kind support from the Authority. |
| **Fraud** | means any offence under English law or equivalent local laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Contract, the facilitation or performance of the Research, or, defrauding or attempting to defraud or conspiring to defraud the Crown. |
| **Health and Social Care** | means:   1. health care; 2. health care related services including (without limitation) maintenance or improvement of health via the prevention, diagnosis, treatment, recovery, or cure of disease, illness, injury, and other physical and mental impairments in people, and for evaluation, training and teaching purposes and the promotion, protection, rehabilitation, and provision of palliative care services throughout the course of life; 3. care and support for any person transitioning into adulthood that may require care because of their age, illness, cognition, disability and/or other circumstance; 4. care for (i) an unpaid carer including family and/or other unpaid person(s); and/or (ii) social care professional providing care to the individual described in (c ); and 5. preventing disease, prolonging life and promoting health and well-being through the organised efforts of society. |
| **Health Service Provider** | means:  a) any institution or organisation (whether governmental, commercial or not for profit) whose primary intent is to promote, restore or maintain health. This includes efforts to influence determinants of health as well as direct health-improving activities, providing health care or health care related services;  b) any provider of Health and Social Care;  in each case in any of (i) the countries listed in the DAC List and/or (ii) the United Kingdom. |
| **IATI Standard** | means the International Aid Transparency Initiative Standard. |
| **Intellectual Property or IP** | means all patents, rights to inventions, copyright and related rights, trademarks and trade names, rights to goodwill or to sue for passing off, rights in designs, database rights, rights in confidential information and any other intellectual property rights, in each case whether registered or unregistered and 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. |
| **Know How** | means a package of practical information, resulting from experience and testing, which is:   1. secret, meaning not generally known or easily accessible, 2. substantial, meaning significant and useful, and 3. identified, meaning, described in a sufficiently comprehensive manner so as to make it possible to verify that it fulfils the criteria of secrecy and substantiality. |
| **Patient Benefit** | means achieving any one or more of the following:   1. identifiable improvements in the quality of Health and Social Care offered by any Health Service Provider in any LMIC and potentially in the United Kingdom; 2. identifiable improvements in the experience of patients receiving by any Health Service Provider in any LMIC and potentially in the United Kingdom; 3. identifiable improvements in patient health outcomes; 4. identifiable improvements in the efficiency of Health and Social Care services in any LMIC and potentially in the United Kingdom; 5. identifiable and measurable cost savings achieved in any LMIC and potentially in the United Kingdom; 6. generating revenue for any Health Service Provider in any LMIC and potentially in the United Kingdom; 7. or any other outcome that has been accepted in writing by the Authority and that is designed to benefit any Health Service Provider in any LMIC and potentially in the United Kingdom,   Except that where the Health Service Provider is a commercial for profit entity, that Health Service Provider may not rely on (d), (e) or (f) above. |
| **Policies** | means the policies and strategies in place or introduced by the Authority including but not limited to those listed at Schedule 3 and as each may be updated by the Authority from time to time. |
| **Relevant Requirements** | Means the obligations which the Contractor certifies it has complied with in accordance with Clause 11. |
| **Research** | means the programme of work to be undertaken that will be funded by monies paid under this Agreement and as outlined in Schedule 1. |
| **Research Data** | means information or data that is collected, collated or generated in the performance of the Research. For the avoidance of doubt, Research Data:   1. does not include, without limitation, information or data that has been analysed as part of the Research; 2. does include, but is not limited to, images. |
| **Research Ethics Committee** | means the independent body responsible for reviewing research proposals and giving an opinion about whether such research is ethical and considering the ethical treatment of participants in such research. |
| **Research Period** | means the period commencing on the date of this Agreement and ending on the [Completion Date stipulated in Schedule 1/or earlier completion of the Research] or such later date as may be agreed between the Parties unless otherwise determined in accordance with the terms of the Contract. |
| **Serious Misconduct** | means any of the following: abuse or harassment of any form (including but not limited to bullying, sexual abuse, sexual harassment, psychological abuse and physical violence); non-consensual or unlawful sexual activity; or, any other form of violence, exploitation or abuse. |

1. **Agreement**
   1. In consideration of the rights and obligations recorded in this Agreement:
      1. The Contractor will undertake and/or will procure that the Collaborators undertake the Research in accordance with this Agreement; and
      2. The Contractor will and will procure that any Collaborators will, comply with the Policies in the performance of this Agreement and the Research.
   2. Without prejudice to the generality of clause 2.1, the Contractor shall procure that the Authority may enforce any right or benefit it enjoys under this Agreement against the any Collaborator as appropriate, including but not limited to clauses 7.3, 7.4, 11 and 12.5.
2. **Payment**
   1. Subject to the Contractor ’s compliance with the terms of this Agreement, the Authority shall pay the Approved Cost to the Contractor .
   2. Payments shall be made by the Authority in as set out in Schedule 2. Any payments released by the Contractor to third parties in advance of need are made at the Contractor ’s own risk.
   3. The total amount payable by the Authority will not exceed the Approved Cost.
   4. The Contractor is responsible for any payments to third parties and shall ensure that such payments are made promptly. The Authority is not obliged to make any payments to any third party and the Contractor shall indemnify the Authority against any loss, damage, cost or expense incurred by the Authority as a result of the Contractor ’s failure to pay any third party promptly or at all.
   5. The Authority may suspend or reduce payments if in the view of the Authority:
      1. The Research has not commenced to the reasonable satisfaction of the Authority on or before the Drop Dead Date;
      2. A Collaboration Agreement, approved by the Authority has not been put in place between the Contractor and each Collaborator on or before the Collaboration Milestone Date;
      3. Reasonable progress on the Research has not been maintained;
      4. Reports or information have not been provided as required under this Agreement;
      5. The Contractor or any of the Collaborators has failed to comply with any of the terms of this Agreement, including for the avoidance of doubt and not by way of limitation, the Relevant Requirements in Clause 11, or any of the Policies .
3. **Governance**
   1. At the Authority’s request, the Contractor shall provide detailed reports and permit the Authority or its nominee to conduct reasonable audits and other checks on the Contractor and any Collaborator to ensure that any funds paid under this Agreement are used appropriately and to ensure that the Research is performed in accordance with the terms of this Agreement.
   2. The Authority may use and publish any reports or other non-confidential information received from the Contractor in respect of the allocation of the Approved Cost and on the performance of or outcomes of the Research.
4. **Contractor Responsibilities**
   1. The Contractor shall conduct adequate due diligence in respect of any Collaborator to ensure that each complies with or has policies in place that are equivalent to the Policies.
   2. The Contractor shall be responsible for the acts and omissions of each Collaborator as though they were its own.
   3. Before releasing funds to any Collaborator or any third party, the Contractor shall complete appropriate checks on the proposed recipient to ensure that the proposed recipient:
      1. Has adequate measures in place to prevent Fraud, bribery or corruption, and to ensure compliance with the requirements of this Agreement;
      2. Has adequate policies and procedures in place to ensure that the proposed recipient can comply with the Policies.
   4. The Contractor shall ensure that adequate policies and procedures are in place to ensure that the Research is conducted and managed in accordance with applicable laws and in any event in accordance with regulations and standards no less stringent than those applicable in the UK.
   5. The Contractor shall ensure that the Authority’s rights under this Agreement are accepted by and are binding on any Collaborator.
   6. The Contractor shall ensure that, unless the Authority agrees otherwise in writing, that the outcomes of the Research are prepared and submitted for publication in a suitable peer-reviewed journal as soon as is appropriate and, in any event, no later than one year after the conclusion of the Research. The Contractor shall (and shall procure that each member of staff engaged on the Research shall) comply with the Authority’s “NIHR Research Outputs and Publications Guidance” or such other policy guidance on the publication of research outputs which may be issued by the Authority from time to time.
5. **Collaboration Agreement**
   1. The Contractor shall ensure that:
      1. Subject to approval by the Authority, a Collaboration Agreement is put in place with any Collaborator no later than the Collaboration Milestone Date; and
      2. The Collaboration Agreement is consistent with the terms of this Agreement and is drafted to ensure that the Authority, in its discretion, can enforce its rights directly against any Collaborator as appropriate; and
      3. Each Collaborator is obliged to comply with or fulfil requirements that are equivalent to and do not conflict with the provisions of this Agreement;
      4. Each Collaborator is obliged to comply with or fulfil the Policies in performing the Research.
   2. The Contractor shall ensure that any proposed Collaboration Agreement is submitted to the Authority for review, comment and approval before it is put in place and no less than thirty (30) days before the Collaboration Milestone Date. The Authority shall be entitled, within thirty (30) days, to require reasonable amendments to the Collaboration Agreement.
   3. Without prejudice to the Authority’s rights under Clause 5.5 and this Clause 6, where the Authority agrees in writing that it is not reasonably practicable for the Contractor to put in place a Collaboration Agreement in advance of the commencement of the Research, the Contractor shall ensure that the terms of this Agreement shall apply retrospectively to any work carried out by a Collaborator in advance of the commencement of the relevant Collaboration Agreement.
6. **Intellectual Property**
   1. Background IP: Nothing in this Agreement does or is intended to grant or transfer any right title or interest to any Background IP except that the Contractor shall ensure that each Collaborator permits the Authority and all those involved in the Research to use their Background IP to the limited extent necessary to perform the Research and to use the Foreground IP, Research Data and any Arising Know How.
   2. Foreground IP: Unless agreed otherwise by the Authority:
      1. The Contractor will own the Foreground IP and the Research Data subject to the Authority’s rights as recorded in this Agreement and each of the Collaborators will be obliged to assign all of their right title and interest in the Foreground IP and the Research Data to the Contractor;
      2. The Foreground IP, the Research Data and the Arising Know How will be managed in accordance with the Collaboration Agreement;
      3. Subject to Clause 7.3 (Consent) and any existing obligations of confidentiality, the Contractor shall use the Foreground IP and Research Data solely for the purposes of and in the course of the Contractor’s normal activities and to achieve Patient Benefit.
   3. Commercial Use: The Contractor shall procure that none of the Foreground IP, Research Data or the Arising Know How are used for any Commercial Use (whether by the Contractor or any Collaborator or otherwise) without the prior written consent of the Authority. As a condition of granting such consent, the Authority may require a commercialization agreement to be put in place addressing the distribution of revenue (including payment of a reasonable share to the Authority) and including appropriate development and reporting obligations.
   4. Authority’s rights: In the event that, in the Authority’s view, the Foreground IP, Research Data or Arising Know How are not being managed, used or disseminated appropriately, the Authority may take such steps as it sees fit (including but not limited to requiring the grant by the Contractor or any Collaborator of a royalty free licence or assignment of the Foreground IP, Research Data or Arising Know How to the Authority or its nominee). The Authority reserves the right to take into account its contribution to the Approved Cost when considering the Commercial Use of Foreground IP in any future contract with the Contractor.
   5. Publicity: The Contractor shall provide the Authority with a copy of any proposed press release relating to the performance of the Research or matters arising from the Research (whether it will be issued by the Contractor or any Collaborator) at least three (3) business days in advance. For the avoidance of doubt, this obligation shall continue in full force and effect following completion of the Research or termination of this Agreement.
   6. Branding: Nothing in this Agreement does, or is intended to, permit the Contractor or any Collaborator to use the name, logo or branding of the Authority without the prior written consent of the Authority.
   7. Notification: The Contractor shall promptly notify the Authority if any claim or demand is made or action brought for infringement or alleged infringement of Intellectual Property which might affect the Research and shall discuss with the Authority the steps it proposes to take.
7. **Warranties and Indemnities**
   1. The Contractor warrants that it has, and has confirmed that each Collaborator has:
      1. The requisite capacity and authority and all necessary licences, permits and consents to enter into this Agreement;
      2. Access to sufficient resources to perform the Research and to meet its other obligations under this Agreement.
   2. The Contractor warrants that the Research will be carried out by appropriately experienced, qualified and trained personnel with all due skill, care and diligence.
   3. The Contractor shall indemnify the Authority, their officers, servants and agents fully against:
      1. Any liability, loss, claim or proceedings whatsoever arising under this Agreement or as a direct result of the Research in respect of any damage to property, real or personal, including any infringement of third party Intellectual Property rights, patents, copyright and registered designs; and
      2. Any injury to persons including injury resulting in death arising out of, or in the course of, or in connection with this Agreement or the Research,

In each case, except in so far as such damage or injury is due to any act or neglect of the Authority, or their officers, servants or agents.

1. **Termination**
   1. Either Party may terminate this Agreement by giving three (3) months’ notice in writing to the other. Should the Authority terminate this Agreement under this Clause 9.1, the Authority shall indemnify the Contractor from and against all and any actual loss unavoidably incurred by reason or in consequence of the termination provided that the Contractor takes, and ensures that any Collaborator takes, all immediate and reasonable steps to minimise the loss.
   2. The Authority may terminate this Agreement by giving notice in writing without liability for any damage, loss or expenses arising as a result if:
      1. The Research has not commenced to the reasonable satisfaction of the Authority on or before the Drop Dead Date;
      2. A Collaboration Agreement, approved by the Authority has not been put in place between the Contractor and each Collaborator on or before the Collaboration Milestone Date;
      3. The Contractor or any Collaborator is in breach of this Agreement or Applicable Law, the Relevant Requirements or the approved Collaboration Agreement;
      4. The Contractor is unable or unwilling to continue with the Research;
      5. The Contractor is, in the reasonable opinion of the Authority, consistently failing to progress the Research or to achieve an acceptable standard in relation to the Research in which case no financial compensation shall be payable by the Authority.
2. **Liability**
   1. Nothing in this Agreement shall limit the liability of any Party in respect of: personal injury or death arising out of that Party’s negligence or willful misconduct; or, Fraud or fraudulent misrepresentation.
   2. Except in circumstances of Fraud or willful misconduct by a Party, no Party shall be liable to another Party for special, indirect, incidental or consequential damages, whether in contract, warranty, negligence, tort, strict liability or otherwise, arising out of its breach of or failure to perform any of the provisions of this Agreement.
   3. Neither Party shall be liable for, or be deemed to be in breach of this Agreement for, any delays or failures in performance of this Agreement (except for any obligation to make a payment) which result from any event beyond the reasonable control of that Party and which renders the performance of this Agreement impossible.
3. **Fraud, Bribery and Compliance**
   1. Relevant Requirements: The Contractor shall ensure that the Research is performed in compliance with Applicable laws, regulations and statutes, including those relating to data protection, modern slavery, Fraud and anti-bribery and as required in Clauses 11.2-11.6 (“the Relevant Requirements”). The Contractor warrants that in entering this Contract it has not breached the Relevant Requirements and shall provide written certification of compliance with this Clause 11[date tobe defined] [as the Authority may from time-to-time request].
   2. Fraud: The Contractor shall take all reasonable steps to prevent Fraud in connection with the receipt of monies from the Authority by any of the Contractor (including where appropriate its shareholders, members, directors), the Contractor's employees, agents or sub-contractors, any Collaborator or sub-contractor, or any other party involved in the facilitation or performance of the Research.
   3. The Contractor shall notify the Authority immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur by alerting the Authority’s Anti Fraud Unit at fraudenquiries@dhsc.gov.uk.

* 1. If the Authority receives allegations of Fraud or has reasonable grounds to believe that Fraud has been committed in relation to this or any other of the Contractor’s contractual arrangements with the Crown (including the Authority) the Authority may:
     1. investigate, or appoint a nominee to investigate, allegations received by the Authority;
     2. terminate the Contract immediately by giving notice in writing and recover from the Contractor the amount of any loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Research and any additional expenditure incurred by the Authority throughout the remainder of the Research ; or
     3. recover in full from the Contractor any other loss sustained by the Authority in consequence of any breach of this Clause 11.
  2. Bribery: The Contractor shall not engage in any activity, practice or conduct which could constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.
     1. The Contractor shall:

1. comply with any anti-bribery policies of the Authority;
2. have and shall maintain in place throughout the Research Period its own policies and procedures, including but not limited to adequate procedures, to ensure compliance;

c) immediately notify the Authority (in writing) if a public official becomes an officer or employee of the Contractor or acquires a direct or indirect interest in the Contractor or provide such certification in that event.

* 1. Ethics: The Contractor shall ensure that any part of the Research requiring the approval of a Research Ethics Committee shall not commence until such approval is given.
  2. Reputation: The Contractor shall not, and shall ensure that any Collaborator shall not, act, or omit to act, in such a way which would or would be likely to bring it, the Research or the Authority into disrepute or diminish or damage the trust that the public places in the Authority and its activities and the Contractor shall promptly inform the Authority should any such act or omission occur or appear likely to occur.

1. **ODA**
   1. The Contractor acknowledges that it is the Authority’s intention that all monies paid to the Contractor will be properly categorised as ODA by the OECD.
   2. The Contractor shall undertake reasonable endeavours to ensure that all monies paid to the Contractor can properly be categorised as ODA by the OECD.
   3. The Contractor shall notify the Authority of any concern it has that monies paid to the Contractor cannot or may not be properly categorised as ODA by the OECD as soon as reasonably practicable.
   4. If, as a consequence of the breach or negligent performance or nonperformance of this Agreement, monies provided to the Contractor are not classified as ODA by the OECD, the Contractor shall repay to the Authority a sum equal to the amount which the OECD determines is not ODA. The exercise of this right shall not affect the availability of any other remedy (contractual or otherwise) to the Authority.
   5. The Contractor shall and shall procure that any Collaborator shall provide all reasonable co-operation and assistance necessary to allow the Authority to meet the UK Secretary of State for Health and Social Care’s obligations under the International Development (Official Development Assistance Target) Act 2015 and the International Development (Reporting and Transparency) Act 2006 or each as may be amended or replaced from time to time. Such reasonable co-operation and assistance shall include but not be limited to:
      1. The provision of all information requested by the Authority with the scope of the Research;
      2. Reasonable access to premises, records, data and to any equipment used (whether exclusively and non-exclusively) in the performance of the Research; and
      3. Reasonable access to personnel involved in the Research.
2. **Insurance**

13.1Without prejudice to Clause 8.3, the Contractor shall throughout the duration of this Contract effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor arising out of the Contractor's performance of this Contract.

13.2 The terms or the amount of cover of any insurance shall not relieve the Contractor of any liabilities under the Contract.

1. **Freedom of Information Act 2000**
   1. The Authority is subject to the requirements of the UK FOIA and the Environmental Information Regulations. The Contractor may be subject to comparable legislation. The Contractor shall provide reasonable assistance and cooperation to the Authority at its own expense so that the Authority can comply with its obligations. The Contractor shall (and shall procure that each Collaborator shall) comply with the provisions of this Clause 14 so that the Authority, and the Contractor where relevant, can comply with their obligations under the FOIA or the Environmental Information Regulations.
2. **Transparency**
   1. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA and/or the Environmental Information Regulations or comparable legislation in the Contractor's location, the content of this Contract is not Confidential Information. The Authority shall be responsible for determining in its absolute discretion whether any of the content of this Contract is exempt from disclosure in accordance with the provisions of the FOIA and/or the Environmental Information Regulations or comparable legislation in the Contractor's location.
   2. The Authority may consult with the Contractor to inform its decision regarding any redactions but the Authority shall have the final decision in its absolute discretion.
   3. The Authority may, at its sole discretion, redact information from the Contract prior to publishing for one or more of the following reasons:
      1. national security;
      2. personal data;
      3. information protected by intellectual property law;
      4. third party confidential information;
      5. IT security; or
      6. prevention of Fraud.
   4. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish this Contract.
   5. Notwithstanding any other term of the Contract, the Contractor hereby gives consent for the Authority to publish the Contract in its entirety, including from time to time any agreed changes to the Contract, to the general public.
   6. The Contractor acknowledges that the Authority supports the requirements of the IATI Standard and shall, at the Authority’s reasonable request, provide all necessary assistance to enable the Authority to meet the IATI Standard which shall include the provision of all information and data necessary for the transparent, accurate, timely and comprehensive publishing of all data on all activities related to the delivery of development co-operation and humanitarian aid.
   7. The Contractor must:
      1. publish this and any other NIHR ODA global health award/funding to the IATI registry no later than the expiry of the Research Period ;
      2. procure that each and any Collaborator and Sub-contractor must publish the NIHR ODA global health funding it has received under this Contract, any Collaboration Agreement or sub-contract to the IATI registry; and
      3. use its reasonable endeavours to publish all other ODA funding it has received or been awarded to the IATI registry.
3. **Safeguarding** 
   1. The Contractor shall, and shall procure that each Collaborator shall, take all reasonable steps to comply with the “NIHR Policy on Preventing Harm in Research” and “Safeguarding Guidance” as published from time-to-time including but not limited to:
      1. taking all reasonable steps to prevent actual, attempted or threatened Serious Misconduct by its employees or any other persons engaged and controlled by it to perform any activities under this Contract; and
      2. adopting robust safeguarding and whistleblowing policies and procedures to promote and support the reporting and investigation of suspected misconduct, illegal acts, Serious Misconduct or failures to investigate any such matter; and
      3. providing regular training as appropriate to Key Staff, Collaborators and any other persons engaged and controlled by it to perform any activities under this Contract.
   2. The Contractor shall:
      1. maintain detailed records of any allegation of Serious Misconduct relating to the performance of any activities under this Contract;
      2. report any complaints or concerns regarding possible Serious Misconduct relating to the performance of any activities under this Contract to the relevant authorities (including the Authority and local law enforcement or other agencies) the Authority’s Representative and the Authority at [ODAsafeguardingconcerns@dhsc.gov.uk](mailto:ODAsafeguardingconcerns@dhsc.gov.uk); and
      3. take all reasonable steps to ensure that individuals are enabled to report concerns and complaints of any Serious Misconduct through supportive, confidential and accountable mechanisms.
   3. The Contractor shall take all reasonable steps to investigate allegations or suspicions of Serious Misconduct and take appropriate corrective action, including disciplinary action, against individuals.
   4. The Contractor shall, and shall use reasonable efforts to ensure that each Collaborator, sub-contractor or any other person involved in the performance of any activities under this Contract shall comply with all Applicable Laws relating to safeguarding and the protection of children and vulnerable adults including but not limited to the vetting of personnel working closely with children and vulnerable adults in accordance with the UK Safeguarding Vulnerable Groups Act 2006 (as amended).
   5. Where the Authority reasonably believes that there is an increased risk to safeguarding, the Contractor shall comply with any reasonable request by the Authority for additional vetting to be undertaken or processes or measures to be put in place.
   6. Within [six (6)] months of signature of this Contract and again within [six (6)] months of expiry or earlier termination of this Contract, certify to the Authority in writing signed by an officer of the Contractor, compliance with this Clause 16 by the Contractor and all Collaborators and other persons performing activities under this Contract. The Contractor shall provide such supporting evidence of compliance as the Authority may reasonably request.
4. **General**
   1. Independent contractors: The Parties are independent contractors and are not partners, principal and agent or employer and employee and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the Parties shall have, nor shall represent that they have, any authority to make any commitments on the other Party’s behalf.
   2. Third Parties: No person who is not a party to this Agreement is intended to receive a benefit under or have the right to enforce any terms of this Agreement whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise save that (in accordance with clause 2.2, the Authority is intended to and may enforce any right or benefit that it enjoys under this Agreement as against any Collaborator.
   3. Further Assurance: The Contractor will, at the request of the Authority, do (or procure others to do) everything necessary to give the Authority the full benefit of this Agreement and/or can exercise its rights under this Agreement.
   4. Process agents: The Contractor appoints [name] of [address] in England as its process agent to receive service of process on its behalf in any proceedings brought in the jurisdiction of England. Such service will be deemed completed on delivery to such process agent (whether or not it is forwarded to and received by the Contractor). If for any reason the process agent ceases to be able to act as process agent or no longer has an address in England, the Contractor shall appoint a substitute process agent and deliver to the Authority a copy of the new process agent’s acceptance of that appointment no later than fourteen (14) days following the retirement of the previous process agent. Nothing in this Agreement will affect the right to serve process in any other manner permitted by law.
   5. Language: Any notice given under or in connection with this Agreement and any output from the Research and any other communications shall be in English or accompanied by a certified English translation unless otherwise agreed by the Parties.
   6. Language: The English language version of this Agreement and any notice or other document relating to this Agreement, shall prevail in the event of any conflict.
   7. Amendment - Agreement: No amendment or variation to this Agreement or any of Schedules 1 or 2 is valid or effective unless and until it has been recorded in writing and signed by the duly authorized representatives of each Party.
   8. Amendment – Policies: The Authority may revise the Policies as it sees fit.
   9. Execution: This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
   10. Governing Law: This Agreement and any non-contractual obligations arising out of or in connection with it shall be considered as a contract made in England and be construed in accordance with the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the courts of England save that this exclusive jurisdiction may be waived by the Authority in order to allow disputes, actions, claims or applications to be made in other courts.

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Agreed by the parties on the date set out at the head of this Agreement

|  |  |
| --- | --- |
| Signed for the Authority by a duly authorised officer or representative to execute this Agreement on behalf of the Authority: | ………………………………………………………… |
| **SIGNATURE** |
| **FULL NAME** | ………………………………………………………… |
| **POSITION HELD ON BEHALF OF THE AUTHORITY** | ………………………………………………………… |
| **DATE** | ………………………………………………………… |
|  |  |
| Signed for the Contractor by a duly authorised officer or representative to execute this Agreement on behalf of the Contractor: | ………………………………………………………… |
| **SIGNATURE** |
| **FULL NAME** | ………………………………………………………… |
| **POSITION HELD ON BEHALF OF THE CONTRACTOR** | ………………………………………………………… |
| **DATE** | ………………………………………………………… |

**Schedule 1**

**Research**

**Drop Dead Date:**

**[…………….]**

**Collaboration Milestone Date:**

**[…3 months after the date of this Agreement…]**

**Research:**

**[Include description of Research including a description of the role and responsibilities of each of the Contractor and each Collaborator]**

**Schedule 2**

**Approved Cost**

**Please insert payment schedule, bank details**

**Schedule 3**

**Policies**

**[Expected to include all NIHR policies that are applicable:]**

**NIHR policy on preventing harm in research**

**https://www.nihr.ac.uk/documents/nihr-policy-on-preventing-harm-in-research/27567**

**NIHR Safeguarding Guidance**

**https://www.nihr.ac.uk/documents/nihr-safeguarding-guidance/25744**

**NIHR Policy on Bullying and Harassment**

**https://www.nihr.ac.uk/documents/nihr-policy-on-bullying-and-harassment/24041**

**NIHR Privacy Policy**

**https://www.nihr.ac.uk/documents/nihr-privacy-policy/12242**

**Research Outputs and Publications Guidance**

**https://www.nihr.ac.uk/documents/nihr-research-outputs-and-publications-guidance/12250**

**UK Policy Framework for Health and Social Care Research**

**https://www.hra.nhs.uk/planning-and-improving-research/policies-standards-legislation/uk-policy-framework-health-social-care-research/**

**Dual Publication Guidance**

**https://www.journalslibrary.nihr.ac.uk/information-for-authors/our-policies/nihr-dual-publication-policy.htm**

**Embargo Policy:**

**https://www.journalslibrary.nihr.ac.uk/information-for-authors/our-policies/embargo.htm**

**NIHR Open Access Publication Policy:**

**https://www.nihr.ac.uk/documents/nihr-open-access-policy-for-publications-submitted-on-or-after-1-june-2022/28999**

**NIHR Open Access Publication Policy Guidance:**

**https://www.nihr.ac.uk/documents/nihr-open-access-policy-guidance-articles-submitted-on-or-after-1-june-2022/30212**

**NIHR Open Access Publications Funding Guidance:**

**https://www.nihr.ac.uk/documents/nihr-open-access-publications-funding-guidance/30**

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**NIHR Carbon Reduction Guidelines**

**https://www.nihr.ac.uk/documents/nihr-carbon-reduction-guidelines/21685**

**Schedule 4**

**Reporting**