



Name
Address

Date

Dear Head of Department

GRANT OFFER: Research Grant

GRANT TITLE: SENSE Research Grant

PROJECT:

We are pleased to inform you that the ESC is offering a Grant towards the cost of the above project, subject to the terms and conditions set out below.

Return of the 'Offer Acceptance' will be taken as acceptance of the grant on the terms stated. If you are unable to accept the grant you should return a 'Decline' confirmation as soon as possible.

Grants are cash limited and expenditure against the Grant must not exceed the Grant Value awarded.

Yours faithfully

Research Organisation:

Grant Holder:

Grant Title: SENSE Research Grant

Starts:

Ends:

Grant Value funds awarded £TBC

Payment Schedule: The grant will be paid in two instalments. The first instalment (50%) will be paid upon acceptance of this offer and execution of the grant agreement. The second instalment (50%) will be paid upon submission, and a satisfactory review, of an interim progress presentation or report, at a date agreed at the kick-off event. :

Purpose of Grant:

Research Workers:

Additional Grant Information:

The Research Organisation is required to use at least one dataset from the SENSE platform.

The Research Organisation shall attend a virtual kick-off event within 10 working days of the Official Start date.

The Research Organisation shall produce an interim report and present those findings to ESC at a date and time to be agreed. The interim report shall set out preliminary findings of the Project including which datasets have been used from the SENSE platform.

The Research Organisation shall produce a final report and presentation, including objectives of research, which datasets have been used from the SENSE platform, outline of methodologies, results and findings, potential future research directions, and how the SENSE data supported the research. The Research Organisation will allow ESC to publish a version of this report on the SENSE website.

In support of 7.4.2, a final End-of-Award report maybe required on completion of the Project

Agreement

I confirm, for and on behalf of [insert Research Organisation], the agreement of [Research Organisation] to the terms and conditions set out or referred to in this letter and its Appendices and Schedules.

Signed:

Printed Name:

Position:

Date:

Day to day contact for the Grant:

Name:

Position:.....

Email address:

SCHEDULE 1

GRANT CONDITIONS

Smart Energy Data Service Research Grant funding conditions

1. This Grant is awarded as part of Our Smart Energy Data Research. Through this Grant, We are supporting high-quality research that aligns with the UK's strategic priorities.
2. The offer is conditional upon:
 - 2.1. You using at least one dataset from the "SENSE" platform; and
 - 2.2. You contributing any newly processed datasets back to the platform to benefit the wider research community;
 - 2.3. Submission of an interim progress presentation or report; and
 - 2.4. the Project being completed within 12 months from the Start date.
3. In effectively delivering the Project, You commit to:
 - 3.1. collaborative and cooperative behaviour to effectively work together with Us;
 - 3.2. effective, timely and open communication;
 - 3.3. act in good towards Us;
 - 3.4. share knowledge, best practice and resources that result in more efficient and effective delivery of objectives;
 - 3.5. protect confidential or sensitive information, and not disclose without prior agreement

Escalation

4. We are committed to open dialogue at senior levels as necessary. In the event of disputes, We commit to undertaking good-faith negotiation to settle matters amicably, in the best interests of the Project.
5. The first point of contact for all disputes is Dr Richard Snape, Senior Modelling Consultant. Disputes that cannot be resolved via this route will be escalated to Our Capabilities Director in the first instance, followed by Our Chief Executive Officer or their delegate.

Communications and Branding

6. We promote the publication of research findings in forms that are easily digestible and useable for both government policymakers and wider society, as well as academics. You should strive for a balance of high-impact journal publications alongside more easily accessible formats such as policy papers.
7. In addition to any such requirement contained in any relevant End User Licence Agreement attached to datasets accessed from the SENSE platform, You must acknowledge Our support in any publication, announcement or press coverage.
8. You must provide Us with at least 14 working days' notice in writing of any significant public communications, including press releases and any related materials. The definition of 'significant' will be agreed by the Parties.
9. You must notify Us of publicity or coverage in the media. In the case of the printed media, the Grant Holder may be asked to supply Us with a copy of the coverage.

Grant Changes

10. We must be informed of any changes to the employment status of the Grant Holder. You must promptly submit proposals to Us for replacement of this individual and the replacement must be acceptable to Us. In the event You cannot submit such proposals or such proposals are not accepted by Us, then We may terminate or suspend the Grant.
11. As the programme evolves, it may be appropriate to make changes. Any changes to the grant will be made in writing and agreed between Us and You.

SCHEDULE 2

SENSE RESEARCH GRANT TERMS AND CONDITIONS

In these Terms and Conditions, the words "We", "Our" or "Us" refer to the Energy Systems Catapult Limited awarding the Grant and "You" or "Your" refer to the Research Organisation in receipt of the Grant. Other key terms used in these Terms and Conditions are set out in the Definitions attached at Schedule 3

Use of Grant Proposal Information

We handle all personal data in accordance with current UK data protection legislation and the EU General Data Protection Regulation (GDPR) where appropriate.

It is Your responsibility to ensure that both students it funds from Our funding and individuals who receive grant funding, or who are later involved in the award, are made aware of how personal data may be used by both Us and You. This includes information relating to groups such as students, supervisors, project partners, investigators, named researchers and support staff.

1. Variation to Terms and Conditions

We reserve the right to amend and vary these Terms and Conditions or applicable policies at any time. Additional costs incurred as a direct result of changes made to Our Terms and Conditions should be managed within the Grant cash limit.

2. Accountability & Responsibilities of the Research Organisation

- 2.1. You are responsible for ensuring that the Project carried out by You, the Grant Holder and any Research Workers or other Third Parties, comply with these Terms and Conditions.
- 2.2. You must ensure that the Project is carried out in accordance with all applicable ethical, legal and regulatory requirements including but not limited to relevant provisions of the General Data Protection Regulation, the Data Protection Act 2018, the Bribery Act 2010, the Fraud Act 2006, the Equality Act 2010 and the Modern Slavery Act 2015.
 - 2.2.1. You must ensure that the Project and any acquisitions made by You are compliant with the relevant UK legislation, including (but not limited to), the National Security and Investment (NSI) Act 2021 and National Security Act 2023, as well as any current UK sanctions against named individuals, entities and nations. Any asset or entities obtained by the Grant funding awarded to You, including when collaborating with third parties to acquire, sell or develop qualifying entities or assets, must comply with these rules.
 - 2.2.2. We will immediately suspend the Grant and may require You to repay Grant funding if You are found to be in breach of relevant legislation identified under 2.2.1.
- 2.3. You must ensure at all times that the Grant funding awarded to You is compliant with the Subsidy Control Act 2022. We will immediately suspend the Grant and may require You to repay Grant funding if You are found to have received aid that is deemed to be in breach of the Subsidy Control Act 2022.
- 2.4. You are accountable for the conduct of the Project including the conduct of the research, the use of public funds and the proper financial management of the Grant in accordance with these Terms and Conditions, whether the Project is carried out by You or the Grant Holder, Research Workers or other Third Party.
- 2.5. You must ensure that the Grant is spent in a way that is consistent with the purpose and conditions set out in the Offer Letter.
- 2.6. You must carry out appropriate due diligence on any Third Parties used to deliver any part of the Project and shall ensure in particular, that such Third Parties comply with these Terms and Conditions. At Our request, You must provide details of expenditure of the Grant by any Third Party.
- 2.7. You must undertake appropriate due diligence on Your collaborative partner(s) before any collaboration between parties begins, including where changes occur after the Grant Start Date to individuals or organisations involved in the Project or, where any material change occurs in the nature of the collaboration or external factors which might alter the level of risk to the research and its potential usages. Where due diligence checks identify a potential risk, You must ensure that appropriate mitigations are in place to manage that risk before any Grant activity and/or collaboration affected by the risk begins/is continued.
- 2.8. You must ensure that any part of the Project not funded by the Grant is committed to the Project before the Official Start Date.
- 2.9. You must have adequate business continuity plans in place to ensure minimum operational interruptions to the Project.
- 2.10. By accepting this Grant You are confirming that the Grant Holder has not already received competitively obtained research or support funding from any source, for the same research Project

that this Grant has been awarded by Us to support. We reserve the right to terminate the Grant should We find that the Grant Holder has been or is in receipt of the aforementioned duplicate funding, either before or during the Grant Period.

3. Research Governance

- 3.1. Research Ethics, Misconduct and Conflicts of Interest
 - 3.1.1. You are responsible for ensuring that ethical issues relating to the Project are identified and brought to the attention of the relevant approval or regulatory body. Before any such work requiring approval begins, approval must have been granted by the relevant body.
 - 3.1.2. You are responsible for ensuring all necessary permissions are obtained before the Project begins, that there is clarity in roles and responsibility among Grant Holders, Research Workers, and Third Parties, as well as investigating and reporting unacceptable research conduct.
 - 3.1.3. You must have a policy in place to manage Conflicts of Interest. Any potential conflicts of interest in research identified at the point of application or thereafter during the grant must be managed as part of the planned project. We reserve the right to request details of the management of any interests at any point during the grant duration.
- 3.2. Health and Safety
 - 3.2.1. You are responsible for ensuring a safe working environment for all individuals associated with the Project, both on and off-site, and for meeting all regulatory and legislative health and safety requirements. Health and safety risk assessments should be undertaken where appropriate to ensure compliance with all health and safety obligations including obligations to make reasonable adjustments to ensure the health and safety of those with disabilities or long-term health conditions.
 - 3.2.2. We reserve the right to require You to undertake a safety risk assessment in individual cases where health and safety may be an issue, and to monitor and audit the actual arrangements made. In the event of a serious incident (e.g. death) we require that you inform us for risk purposes.
- 3.3. You are expected to ensure that equality, diversity and inclusion is considered and supported at all stages throughout the performance of the Project. Your approach to supporting equality, diversity and inclusion is expected to at a minimum to meet all relevant legal obligations, including but not limited those of the Equality Act 2010 and equivalent legislation when acting in Northern Ireland. You are required to ensure suitable training, information and support is provided to ensure compliance with Your obligations under all equality legislation.

4. Use of Grant

- 4.1. With the exception of 4.2, Directly Incurred Costs must not be used to meet the costs of an activity that will fall outside the Grant Period.
- 4.2. Expenditure may be incurred and subsequently charged to the Grant from either the start date of the Grant or the date that the Offer Letter was issued on, whichever is earlier.
- 4.3. Transfers of funds between fund headings are permitted, excluding equipment, at the rate applicable for the heading as set out in the award letter. Funds may only be transferred into studentship stipend or fees to supplement an existing studentship post on the Grant. You must not transfer funds to create new studentship posts without prior approval from Us. Directly Incurred Costs must not be used to meet costs on any other Grant or activity. Funds can only be transferred and used to meet the cost of activity or activities that meet the agreed aims and objectives of the Project. While approval does not need to be sought from Us for transfer of funds (excluding the creation of new studentship posts), We reserve the right to query any expenditure outlined in the Final Expenditure Statement which has not been incurred in line with the Terms and Conditions.
- 4.4. Costs associated to Students must not be charged to the Grant. These costs must be met by other resources held by You. Students are able to undertake paid work within the institution as casual assistance, this should be evidenced with a clear audit trail.

5. Starting Procedures

- 5.1. You must formally accept the Grant by completing and returning the Offer Acceptance within 10 working days of the issue of the Offer Letter.
- 5.2. You must submit the Start Confirmation within 42 (calendar) days of the Project starting. The date entered on the Start Confirmation will be the Official Start Date of the Grant. The Official Start Date may be delayed by up to 3 months from the start date shown in the Offer Letter, but the duration of the Grant will remain unchanged. The Grant may lapse if the Project is not started within 3 months of the start date in the Offer Letter. The start of the Grant may precede the start date shown in the Offer Letter, but must not be earlier than the issue date of the Offer Letter itself.

6. Extensions

- 6.1. The duration of the Grant ("Grant Period") may be extended after the Official Start Date by up to 3 months without additional funding subject to Our prior written approval.

7. Monitoring

- 7.1. You must inform and consult Us if there are any significant changes to the Project that may affect its progress, or delivery.
- 7.2. The Grant may be transferred to another eligible organisation, providing that it can provide a suitable environment to enable the Project to be successfully completed; this will be subject to prior written approval of Us. Written agreement to this is required from both the relinquishing and receiving organisations. Grant funding will not be revised following transfer. The receiving organisation must confirm that it will provide any additional resources needed to complete the Project by returning an Offer Acceptance.
- 7.3. You must submit any proposed changes of Grant Holder to Us for approval via the appropriate funding system.
- 7.4. Research Monitoring and Evaluation
 - 7.4.1. You must submit information for monitoring and evaluation purposes on the outputs and outcomes and impacts of the Project during the Grant Period to sense@es.catapult.org.uk.
 - 7.4.2. Exceptionally We may require a separate End of Award Report on the conduct and outcome of the Project. If required You must submit the report within 3 months of the end of the Grant Period. No further application from a Grant Holder will be considered while an End of Award Report is overdue.
 - 7.4.3. We reserve the right to call for periodic updates on the Project's progress or to visit the Project team, or request participation in evaluation studies. The Grant Holder must make all reasonable efforts, if so invited, to respond to requests for information or to attend events or activities organised by Us concerning the research undertaken, including requests or events after the end of the Grant Period.
- 7.5. Disclosure and Inspection
 - 7.5.1. If We request it, You must provide a statement of account for the Grant, independently examined by an auditor who is a member of a recognised professional body, certifying that the expenditure has been incurred in accordance with the Terms and Conditions.
 - 7.5.2. You must report to us any investigations into research misconduct associated with the Grant within one month of deciding to undertake a formal investigation, and subsequently notify Us of the findings and any actions taken. Upon request You must provide information on Your management of research integrity and ethics. In addition, You must provide details of any allegations, proven or not, of cases of fraud or attempted fraud and any other complaint or investigation into dishonesty, fraudulent activities or business misconduct, by any regulatory body or the police into Your activities or those of Your staff as soon as this becomes known to You.

8. Staff

- 8.1. You are wholly responsible for staff funded from the Grant, including Research Fellows, and accept all duties owed to and responsibilities for these staff, including, without limitation, their terms and conditions of employment, and their training and supervision, arising from the employer/employee relationship. Research Fellows must be appointed as an employee for the full duration of their award.

9. Financial Reporting

You are accountable for funds dispersed and are responsible for the timely and accurate submission of all expenditure reports required under the Terms and Conditions

10. Exploitation, Impact and Acknowledgement

- 10.1. all Background IP is and shall remain the exclusive property of the party owning it or, where applicable, the third party from which its right to use the Background IP has derived.
- 10.2. Unless otherwise agreed, all intellectual property shall belong to the party that generates them.
- 10.3. You are responsible for ensuring that all parties engaged in the research make every reasonable effort to ensure that the intellectual assets obtained in the course of the research, whether protected by intellectual property rights or not, are used to the benefit of society and the economy.
- 10.4. In individual cases, We reserve the right to retain ownership of intellectual assets, including intellectual property (or assign it to a third party under an exploitation agreement) and to arrange for it to be exploited for the national benefit and that of the Research Organisation involved.

11. Disclaimer

- 11.1. We accept no liability, financial or otherwise, for expenditure or liability arising from the research funded by the Grant except as set out in these Terms and Conditions, or otherwise agreed in writing.
- 11.2. We reserve the right to amend the payment profile at Our discretion. You will be advised, in advance, of any such change. Changes to payment profiles may affect the overall value of the Grant.
- 11.3. We reserve the right to terminate the Grant at any time, subject to reasonable notice and to make any payment that We agree may be necessary to cover outstanding and unavoidable commitments. If a Grant is terminated or reduced in value, no liability for payment, redundancy or any other compensatory payment for the dismissal of staff funded by the Grant will be accepted.

12. Status

- 12.1. The Terms and Conditions will be governed by the laws of England and Wales and all matters relating to the Terms and Conditions will be subject to the exclusive jurisdiction of the courts of England and Wales.
- 12.2. If any provision of these Terms and Conditions is found by a court or other legitimate body to be illegal, invalid or unreasonable, it will not affect the remaining Terms and Conditions which will continue in force.
- 12.3. The Terms and Conditions contain the whole agreement between Us and You in relation to the Grant and neither party intends that any of these Terms and Conditions should be enforceable by any third party.

SCHEDULE 3

DEFINITIONS

Directly Incurred Costs	Costs that are explicitly identifiable as arising from the conduct of the Project which are charged as the cash value actually spent and are supported by an audit record.
End of Award Report	A report which the Grant Holder must provide at the end of the Grant Period, detailing the outputs, outcomes and impacts of the Project to date.
Grant	Financial support for a proportion of the costs of the Project.
Grant Holder	The person to whom the Grant is assigned and who has responsibility for the intellectual leadership of the Project and for the overall management of the research funded by the Grant.
Grant Period	The duration of time between the Project start and end date.
Terms and Conditions	The SENSE Research Grant Terms and Conditions together with the Grant Conditions at Schedule 2 that together comprise the basis on which the Grant is awarded to the Research Organisation.
Offer Acceptance	A document to be completed and returned by the Research Organisation either accepting or declining the Grant.
Grant Offer Letter / Offer Letter	An official document setting out specific details of the Grant, including the Project start and end date, Grant value and any Specific Terms and Conditions of the Grant.
Official Start Date	The official start date of the Grant, as set out in the Start Confirmation. Project: The project funded by the Grant as set out in the Offer Letter.
Research Organisation	The organisation to which the Grant is awarded and which takes responsibility for the management of the Project and accountability for funds provided.
Research Worker	Any person or third party working in any capacity on the Project.
SENSE	The Smart Energy Data Service, a data service backed by Smart Data Research UK (SDR UK) part of UK Research and Innovation.