

FUNDING AGREEMENT

between

- (1) **THE UNIVERSITY OF LEEDS**, a charitable body registered in England under registration number RC000658, incorporated by Royal Charter and having its main administrative offices at Leeds, LS2 9JT (the “**UoLeeds**”); and
- (2) **[INSERT FULL LEGAL NAME OF Sub-Awardee]**, having its main administrative offices at **[insert full legal address of the Sub-Awardee]** (the “**Sub-Awardee**”),

hereinafter referred to as the “**Parties**” and each of them being (a “**Party**”).

BACKGROUND

- (A) The UoLeeds is the recipient of an award to support a National Alternative Protein Innovation Centre, (“**NAPIC**”), funded by the Biotechnology and Biological Sciences Research Council (the “**Funder**”) which includes funding to support flexible fund activities (“**Collaborative Programme Funding (‘CPF II’)**”), which aligns with the strategic aims of the grant (“**Head Terms**”) as set out in Schedule 1.
- (B) The Sub-Awardee has successfully applied for funding to support a CPF II project entitled **[Application ID],[“study title”]** (the “**Project**”) in connection with NAPIC as described in Schedule 2.
- (C) This Agreement sets out the terms and conditions under which the UoLeeds will provide funding to the Sub-Awardee for the Project.

TERMS AND CONDITIONS

It is hereby agreed as follows:

1. The Project shall commence on or around **[insert start date]** and shall continue for **[insert duration]** unless terminated earlier in accordance with this Agreement. The Sub-Awardee agrees to comply with the terms of the application guidance (the “**Guidance**”) and the tasks allocated to it in the application made to the UoLeeds for the Project (the “**Application**”). The Guidance is attached at Schedule 2 of this Agreement; your application is attached to the email. The Sub-Awardee agrees to perform such tasks with reasonable skill and care within the scope of its funding and agrees to put in place a collaboration agreement with any other partner(s) set out in the Application, setting out the terms under which the Sub-Awardee and its partner(s) will conduct the Project, including the treatment of intellectual property ownership and rights of use (“**Collaboration Agreement**”) and which must remain commensurate with this Agreement.
2. The Sub-Awardee hereby agrees to comply with the Head Terms in so far as they relate and apply to the Sub-Awardee’s involvement in the Project. Additionally, the Sub-Awardee agrees not to conduct itself (whether by act or omission) in such a manner that would cause the UoLeeds to be in breach of the UoLeeds’s obligations under the Head Terms. On termination or expiry of the Head Terms, this Agreement will automatically immediately terminate.
3. The Sub-Awardee shall ensure that in performing the Project it complies with all applicable ethical, legal and regulatory requirements including those relating to data protection, human tissue, modern slavery, anti-bribery, and anti-corruption.

4. In addition, the Sub-Awardee hereby accepts full responsibility for conducting comprehensive trusted research, national security, export controls, subsidy controls measures and due diligence exercises (“**Risk Assessments**”) on its partner(s) on the Project prior to signing the Collaboration Agreement, in accordance with the Head Terms, described more specifically in RGC 2.6.1, 2.6.2, 2.3.1, 2.7.1 & 2.7.2 therein.
5. [The Sub-Awardee agrees to provide UoLeeds with documentary evidence of all Risk Assessments collected and any appropriate mitigations for review prior to commencement of the Project. Where unsatisfactory evidence is provided, UoLeeds reserves the right to withhold payment and request additional Risk Assessments or further mitigations be undertaken by the Sub-Awardee].
6. The Sub-Awardee agrees to provide to the UoLeeds promptly on request (and where it is legally able to do so) any information, documentary evidence and records in respect of the Project that the UoLeeds may reasonably require from time to time in order to fulfil its reporting obligations under the Head Terms. A final report summarising the findings of the Project must be submitted to the UoLeeds before payment of the final invoice.
7. The maximum liability of a Party under this Agreement shall not exceed the sums to be paid to the Sub-Awardee under this Agreement and shall not, in any case extend to indirect or consequential losses. Nothing in this Agreement limits or excludes either Party’s liability for (a) death or personal injury resulting from negligence; or (b) any fraud; or (c) for any sort of other liability which, by law, cannot be limited or excluded.
8. The funding of [fValue] to be provided to the Sub-Awardee by the UoLeeds in respect of the Project is detailed in the payment schedule contained in Schedule 3. The UoLeeds shall only pass on funds received under the Head Terms. If the Funder requires the reimbursement by the UoLeeds of any sums paid under the Head Terms, then to the extent that such requirement arises from the acts or omissions of the Sub-Awardee, the Sub-Awardee agrees to reimburse the UoLeeds together with any interest charged thereon by the Funder.
 - 8.1 UoLeeds will pay the Sub-Awardee 80% FEC of the grant value applied for on receipt of invoice quarterly in arrears. The first invoice will only be paid after UoLeeds has received confirmation that a Collaboration Agreement between the Sub-Awardee and its partner(s)/collaborator(s) has been signed. The last invoice will be paid after the final report has been accepted by UoLeeds.
- OR
- 8.2 UoLeeds will pay the Sub-Awardee 80% FEC of the grant value applied for on completion of the Project when UoLeeds has received confirmation that a Collaboration Agreement between the Sub-Awardee and its partner(s)/collaborators has been signed, and the final report has been accepted by UoLeeds.
9. Nothing in this Agreement shall affect the ownership of any background intellectual property (being any intellectual property owned or controlled by a Party prior to the commencement of the Project or generated by a Party outside the scope of the Project) used in the implementation of the Project.
10. Subject to the conditions of the Head Terms, any intellectual property, know-how and results created in the course of the Project (“**Results**”) shall be owned by the Party that generates and utilised in accordance with the required Collaboration Agreement established between the project partners/collaborators.

11. The Sub-Awardee agrees to provide the UoLeeds with details of any outputs or impacts throughout the Project and for up to [x] years after completion of the Project. NAPIC reserve the right to use non-commercially sensitive / confidential outputs and impacts for dissemination purposes.
12. The Sub-Awardee must submit a dissemination plan for their findings.
13. The Sub-Awardee shall be permitted to publish the Results of the Project in accordance with normal academic practice. All publications must acknowledge the support of the Funder and NAPIC.
14. The Parties undertake to keep confidential any information specified as such by the other Party, unless such information becomes public without fault of the receiving Party or is approved for publication. For the avoidance of doubt, nothing in this Agreement shall prevent a Party from complying with its obligations under the Freedom of Information Act 2000 or any other obligation to disclose information required by operation of law.
15. Each Party shall procure that in carrying out the Project, it will comply with all applicable laws, regulations and statutes, including those relating to data protection, anti-bribery and modern slavery. Non-compliance with this clause by the Sub-Awardee shall not be sufficient justification for the other Party to not comply with its obligations under this Agreement.
16. Without prejudice to any other right or remedy, if the Sub-Awardee commits any serious or material breach of, or fails to comply with, any of its obligations under this Agreement; becomes bankrupt or any judgement is made against the Sub-Awardee and remains unsatisfied for 7 days, the UoLeeds shall be entitled to terminate this Agreement forthwith on written notice to the Sub-Awardee. In the event of the termination of this Agreement, the UoLeeds shall only be liable to the Sub-Awardee in accordance with the terms of this Agreement for the Project provided up to the effective date of termination.
17. This Agreement may not be assigned by either Party without the other Party's prior written consent. This Agreement does not give either Party any authority to act as an agent of the other Party. No one except a Party to this Agreement or the Funder has any right to (a) prevent the amendment of this Agreement or its termination; or (b) enforce any benefit conferred by this Agreement, unless this Agreement expressly provides otherwise.
18. This Agreement shall be regarded as though it were a complementary agreement to the Head Terms. Nothing contained in this Agreement shall be so construed or interpreted in any way as to diminish or alter the rights of the Funder as set out in the Head Terms which shall take precedence.
19. This Agreement shall be governed and construed in accordance with the laws of England and Wales and the Parties agree to the exclusive jurisdiction of the English Courts.
20. A signed copy of this Agreement delivered by e-mailed portable document format file or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
21. On signature of this Agreement, the Sub-Awardee and the project partners shall automatically become registered as a member of NAPIC and shall commit to the principles of NAPIC's vision, mission and ambition, the details of which can be found at the following url <https://napic.ac.uk/>

IN WITNESS WHEREOF this Agreement is executed as follows:

for and on behalf of

THE UNIVERSITY OF LEEDS

Signed:

Name: _____

Title: _____

Dated:

for and on behalf of

[**INSERT NAME OF SUB-AWARDEE**]

Signed:

Name: _____

Title: _____

Dated:

SCHEDULE 1

Head Terms

<https://www.ukri.org/wp-content/uploads/2025/0>

/UKRI-28032025-UKRI_fEC-Grant-Terms-And-Conditions-April-2025.pdf

SCHEDULE 2

Guidance

[Insert CPF II Guidance link]

Application

[insert application form] /Sent as a separate file

SCHEDULE 3

Funding allocated to Sub-Awardee

	Total @ 100% FEC	Total @ 80% FEC
Directly allocated staff		
Directly incurred staff		
Directly allocated costs		
Directly incurred costs		
Indirect costs		
Total		

The UoLeeds shall pay all monies due to the Sub-Awardee in arrears based on actual expenditure by sending an invoice along with the statement of expenditure (showing breakdown of spend by budget category at 100% and at 80%), any accompanying evidence/receipts and any further evidence that may be reasonably requested. **Please ensure that you confirm that the Collaboration Agreement has been signed, when sending your first invoice, in order for UoLeeds to activate the payment process.**

PDF Invoices to be addressed to:

Accounts Payable, EC Stoner Building, University of Leeds, Leeds, LS2 9JT

With a digital copy to be sent to: APUOL@leeds.ac.uk, quoting PO reference: [Insert PO Number], and with a copy also sent to Food-postaward@leeds.ac.uk and Funding@NAPIC.ac.uk

NAPIC Collaborative Programme Funding (CPF II) Sub-Award Agreement

Include the Leeds Grant reference: **RG.FOOD.136096.002**, PO reference: [Insert PO Number] and Collaborative Programme Funding Application ID: 179812500693 on all invoices.

Subject to receipt of sufficient funds from the Funding Body, and compliance with the terms of this Agreement, Sub-Awardees will be reimbursed at 80% within 30 days of the presentation of each invoice.

The funding is awarded Outside the Scope of VAT.