

Higher Education Partnership - India Contract

This Contract (the 'Contract') is made on the 17th March, 2016 between:

- (A) **The Royal Academy of Engineering** incorporated by Royal Charter of 3 Carlton House Terrace, London SW1Y 5DG, Registered Charity 293074 ('the Academy')
- (B) **National Institute of Technology Tiruchirapalli** Tanjore Road, Thuvakudi, Tiruchirapalli, 620015, India, ('the Recipient')

Background:

- (A) This Contract contains the terms and conditions of an Award to be made by the Academy under its Higher Education Partnership - India scheme, whose purpose is support the aims of the UK government's Newton Fund by facilitating international visits and exchanges between industry and academic partners in the UK and their counterparts in selected Newton Fund Partner Countries.
- (B) The details of the Award are set out in Annex A to this Contract.

It is agreed as follows:

1. Definitions

'The Award' means the award of a grant whose details are set out in Annex A.

'The Award Letter' means the letter or email from the Academy addressed to the Awardee(s) confirming the Award as detailed in Annex A.

'The Recipient' means the university / organisation named above which will be formally receiving the Award.

'The Principal Contact' means the Awardee who is the principal contact at the Recipient who is named in Annex A.

'The Programme of Activities' means those activities specified in the Application, attached as Annex B, subject to any additional, excluded or amended activities detailed in clause 3.4

'The Awardee(s)' means the Principal Contact and any other person(s) who is named in the original Application, as the context may require.

'Online Grant System' means the Academy's online application and assessment program through which the Award application was submitted, assessed, and will be monitored.

'Statement of Expenditure' means the statement of expenditure required to be submitted by the Recipient under Clause 5.1.

'Report' means any formal written update concerning the Programme of Activities required to be submitted by the Awardee under Clause 4.5.

'Not applicable' means this clause is not relevant to this Contract and has been redacted. The clause number remains in place to maintain the accuracy of any clauses which refer to other clauses.

2. Grant of Award

- 2.1 The Academy undertakes to provide the Award to the Recipient in accordance with the provisions of this Contract. In the event of any conflict or inconsistency between the terms of this Contract and the Award Letter, or any other communication between the parties, the terms of this Contract shall prevail.
- 2.2 The Recipient shall be bound by the terms and conditions set out in this Contract. For the avoidance of doubt, the Award will not be activated and the Academy will not be obliged to pay any part of the Award to the Recipient until (a) the Contract has been received by the Academy duly signed by or on behalf of the Recipient; and (b) the Contract has been countersigned by the authorised signatory on behalf of the Academy. The Academy will not accept liability for any expenses incurred prior to the fulfilment of conditions (a) and (b) above.
- 2.3 Not Applicable.
- 2.4 The Recipient shall procure that the Awardee(s) performs all activities necessary for the fulfilment of the terms of this Contract. The Recipient shall put in place suitable contractual arrangements with the Awardee(s) and any third parties and will ensure that the Awardee(s) is made aware of any relevant obligations required to be met by the Recipient for which the Awardee(s)'s contribution is required, including but not limited to the provision of any Reports.
- 2.5 The Awardee(s) will be employed by the Recipient on a full-time basis and will not undertake any other paid work, hold any other form of paid office or employment or interrupt the Award to pursue other activities without the prior written consent of the Academy, acting reasonably, except that this consent will not be required for up to a combined total of 4 hours of teaching duties and consultancy work per week. If any variation is approved the Academy reserves the right to adjust the Monitoring Schedule at Annex C and the Schedule of Payments at Annex D accordingly.
- 2.6 The Awardee(s) must notify the Academy in writing that the Programme of Activities has started by submitting an Initiation Report, by the date given in the Monitoring Schedule, Annex C. This notification will be provided through the Online Grant System.
- 2.7 The Award is given to the Recipient only and is solely in respect of the Awardee and is not transferable to any third party (including an Awardee(s)) without the written agreement of the Academy. The Academy's decision on any requested transfer is final, as is the consequential distribution or allocation of any remaining Grant funds.
- 2.8 The financial support received from the Academy must be acknowledged by the Recipient and the Awardee(s) in any materials or publications regarding or resulting from the Award, and in any written or spoken presentations about the Award, in the following form (or such other form as the Academy has approved in writing): "*This [projectname] was supported by the Royal Academy of Engineering under the Higher Education Partnership - India scheme*"
- 2.9 Not applicable.
- 2.10 The Awardee(s) is entitled to take maternity, paternity, or adoptive leave if such leave is accordance with the terms and conditions of their contract of employment. The Academy will extend the duration of Award to account for the leave taken, and adjust the Monitoring Schedule (Annex C) and the Schedule of Payments (Annex D) accordingly.
- 2.11 The Recipient will notify The Academy of any such leave periods as early as reasonably possible.
- 2.12 Not applicable.
- 2.13 Not applicable.

3. Programme of Activities, and timetable

3.1 The Recipient shall procure the carrying out of the Programme of Activities as described in Annex B.

3.2 The Recipient shall not modify or alter the Programme of Activities without the prior written consent of The Academy.

3.3 The Academy's approval must be sought in advance and in writing for changes to any of the following:

3.3.1 the Start Date

3.3.2 the End Date

3.3.3 the re-allocation of expenditure between different cost categories, as specified in Annex B

3.3.4 a change from full to part-time employment, or from part-time to full-time, as applicable.

The Awardee(s) should specify any reasons for the requested changes, and may at the Academy's request be required to provide further reasonable information. The Recipient and the Awardee(s) will be notified of the Academy's decision in writing. However, no additional funding will be provided if these dates are varied, subject to Clause 2.12 (if applicable).

3.4 The Recipient shall undertake the additional or amended activities (if any) specified in Annex B, and shall not use the funding for the activities excluded (if any) in Annex B.

3.5 Not applicable.

4. Payment of the Award

4.1 The amount of the Award to be paid to the Recipient is set out in Annex D.

4.2 The Recipient undertakes to provide funding for any additional costs not covered by the Award which are necessary for the successful completion of the Programme of Activities. The Award is cash-limited and no supplementary funding will be provided by the Academy to complete the Programme of Activities in event of a shortfall.

4.3 The Recipient will provide the Awardee(s) with sufficient access to funds to enable the successful completion of the Programme of Activities.

4.4 Once this Contract has been signed by both parties in accordance with Clause 2.2 and any conditions specified in Clause 2.3 have been met the Academy shall make payments to the Recipient according to the Payments Schedule shown in Annex D. The Recipient will complete Annex E with the necessary banking information required to process the payments. The Recipient is not required to submit invoices for payment and all payments will be made to the bank account provided.

4.5 Each payment will be conditional upon receipt by the Academy of any and all Reports which fall due prior to the payment date, in accordance with Clause 5.1. Reports must be submitted in a timely manner and be of a satisfactory standard to release payment, as determined by the Academy, acting reasonably. Reports submitted more than 60 days after the due date are unlikely to be considered timely and no further payment will be made.

4.6 The Academy will deduct from the Final Payment (a) any underspend on the Programme of Activities which is evident from the Statement of Expenditure and (b) any funds not spent exclusively on the Programme of Activities, and if the amount to be deducted exceeds the amount of the Final Payment then no Final Payment will be made and the balance due shall be refunded to the Academy by the Recipient within 4 weeks of the Award End Date.

- 4.7 The Academy reserves the right to withhold or delay any payment if the Academy is not satisfied (acting reasonably) that the Programme of Activities will proceed, or has proceeded in accordance with this Contract.
- 4.8 No interest shall accrue on any sums not paid by the Academy on the due dates, or withheld in accordance with the terms of this Contract.

5. Reports

- 5.1 The Awardee(s) will submit written Reports through the Online Grant System to the Academy of the description, and by the dates specified in Annex C. These Reports shall follow the guidelines given within the Online Grant System, and include:
- 5.1.1 a Statement of Expenditure incurred covering the cost categories included in the application, attached as Annex B
- 5.1.2 such other information as the Academy may reasonably request.
- 5.2 Not applicable.
- 5.3 Not applicable.

6. Other obligations

- 6.1 The Recipient will ensure that before the Programme of Activities starts all the necessary legal and regulatory requirements for the conducting of the Programme of Activities are met and all necessary licences, visas and approvals are obtained, and maintained during the period of the Award.
- 6.2 The Recipient undertakes to support the Awardee(s) in the Programme of Activities and to ensure access to facilities specified in Annex B and any other facilities necessary for completion of the Programme of Activities.
- 6.3 The Recipient shall not allow any Award monies to be used other than for the purposes of the Programme of Activities.
- 6.4 The Awardee(s) shall comply with any policies of the Recipient and all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 and other legislation in the UK or overseas.
- 6.5 The Recipient will keep complete and accurate accounts of expenditure on the Award and the Programme of Activities and allow the Academy or its representatives (on reasonable notice) to inspect such accounts and take copies. Should the Academy request it the expenditure statement must include all of the cost categories as submitted in the Application, attached as Annex B.
- 6.6 At the request of the Academy, the Recipient will permit the Academy and its representatives access upon reasonable notice to the Recipient's premises and to the Awardee(s) for the purposes of monitoring the progress of the Programme of Activities.
- 6.7 The Recipient will ensure that the results of the Programme of Activities are disseminated publicly within twelve months of the Award End Date (unless the Academy has agreed in writing to a longer period).
- 6.8 The Recipient agrees to endorse the commitments of the Concordat to Support Research Integrity and must have in place formal written procedures and policies to promote and ensure compliance with the commitments. In particular the Recipient commits to adhere to the highest standards of professionalism and integrity and agrees to have procedures

in place to ensure that research is conducted in accordance with standards of best practice; systems to promote research integrity; and transparent, robust and fair processes to investigate alleged research misconduct.

6.9 The Recipient shall ensure that the Awardee(s) acknowledge the Academy's financial contribution in all publications regarding or resulting from the Programme of Activities, in the form specified in Clause 2.8 or as otherwise agreed to by the Academy.

6.10 The Recipient shall ensure that all uses of the Academy's logo conform to the Academy's requirements, as notified by the Academy to the Recipient.

6.11 The Academy may refer to the making of the Award, the names of the Recipient and the Awardee(s), and the general aims of the Award in any reports to its funders and in any publicity material.

6.12 Not applicable.

6.13 Not applicable.

6.14 Not applicable.

7. Intellectual Property and equity rights

7.1 The Academy will not own or be granted a licence under any intellectual property rights relating to or resulting from the Programme of Activities.

7.2 The Recipient will ensure that the intellectual property rights in any results derived from the Programme of Activities are shared between the Recipient, the Company and the Awardee(s) and agreed in writing between the Recipient, the Company and the Awardee(s) before the Award Start Date. The Recipient will supply details to the Academy on request.

7.3 The Recipient will ensure that all existing intellectual property rights required to undertake the Programme of Activities are agreed in writing between the Recipient and the Awardee(s) before the Award Start Date. The Recipient will supply details to the Academy on request.

7.4 Not applicable.

8. Termination

8.1 Should the Department for Business, Innovation and Skills (or successor department) reduce the funding of this Award the Academy reserves the right to terminate this Contract at any time with immediate effect by giving written notice to the Recipient.

8.2 The Academy may also terminate this Contract by notice in writing if:

8.2.1 the Recipient or the Awardee(s) has provided any false information in connection with the Award application or the Programme of Activities; or

8.2.2 the Recipient fails to apply the Award monies for the purposes specified in this Contract; or

8.2.3 the Recipient is in breach of any other provisions of this Contract;

8.2.4 the Awardee(s) cease(s), in the reasonable opinion of the Academy to have suitable employment for the completion of the Programme of Activities; or

8.2.5 the Recipient receives funding from alternative sources for the Programme of Activities which covers the same costs as are funded under this Contract (without the prior agreement of the Academy); or

8.2.6 The Academy, acting reasonably, considers the Awardee(s) unfit or unable to pursue the Programme of Activities in accordance with the requirements of this contract, if the facilities required for the Programme of Activities are not available, or if for any other reason the Programme of Activities cannot be fulfilled: or

- 8.2.7 The Academy determines (acting reasonably) that the Recipient's and/or the Awardee's performance has fallen below an acceptable standard; or
- 8.2.8 The Academy, acting reasonably, considers that the arrangements for the exploitation of the intellectual property rights required for and resulting from the Programme of Activities (as referred to in Clauses 7.2 and 7.3)) are not in accordance with the Award application approved by the Academy.

8.3 If this Contract is terminated by the Academy under clause 8.1, the Academy will reimburse the Recipient up to the maximum value of the Award for all reasonable expenditure incurred prior to the termination date, provided this expenditure is in accordance with the Programme of Activities and subject to evidence (if requested by the Academy) that the expenditure has been incurred.

8.4 If the Academy gives notice to terminate under clause 8.2, the Academy may require the Recipient to repay all or part of the Award paid by the Academy to the Recipient.

9. Limitation of liability

9.1 The Academy accepts no responsibility for any costs, claims, taxes, demands or expenses incurred by the Recipient or an Awardee for which the Recipient or Awardee(s) may be liable as an employer or otherwise as a result of the Award or the Programme of Activities, and the Recipient agrees to indemnify the Academy and its employees and hold them harmless against any such costs, claims, demands and liabilities accordingly.

10. Miscellaneous

- 10.1 Should the Department for Business, Innovation and Skills (or successor department) amend the conditions upon which it provides the funding to the Academy for this Award the Academy reserves the right to amend the terms and conditions for this Award to the extent necessary to enable the effective continuation of the Award and compliance with the new conditions, which will be notified to the Recipient and Awardee(s) in writing. If it is not prepared to accept the amended terms and conditions, the Recipient may terminate this Contract by notice in writing to the Academy within 30 days of notification. If this Contract is terminated by the Recipient, the Academy shall not be obliged to make any further payments and the Recipient shall refund within four weeks any amount not spent exclusively on the Programme of Activities as at the date of termination. Unless so terminated by the Recipient, this Contract shall be deemed to be varied with effect from receipt of the amended terms and conditions by the Recipient.
- 10.2 The Recipient will promptly inform the Academy in writing of any change in the status of the Recipient or the Awardee(s) or of any other circumstance which might affect its ability to comply with the terms of this Contract.
- 10.3 Subject to clause 10.1, this Contract can only be varied or amended by the prior written agreement of both parties.
- 10.4 For the avoidance of doubt, this is not a contract for the supply of services by the Recipient and nothing in this Contract shall be deemed to create an employment relationship between the Academy and the Awardee(s), or any other person.
- 10.5 This Contract and its Annexes contain the entire agreement and arrangement between the Academy and the Recipient or the Awardee(s) regarding the Award and all other prior agreements, arrangements or understandings are hereby excluded.
- 10.6 References in this Contract to communications to be made 'in writing' shall be deemed to include email.

11. Governing law and jurisdiction

11.1 This Contract shall be governed by and construed in accordance with English law and all parties agree to submit to the exclusive jurisdiction on the English Courts as regards any claim or matter arising under the Contract.

IN WITNESS whereof this Contract was signed on the below date



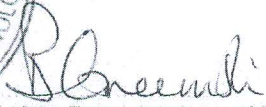
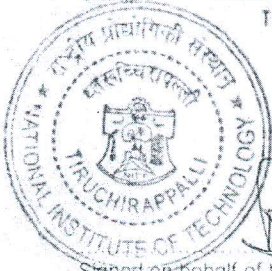
Signature and stamp of behalf of National Institute of Technology Tiruchirappalli

Date: 18 March 2016

Name: Dr. S. SUNDARRAJAN

Position: Director

Stamp National Institute of Technology
Tiruchirappalli-620 015
Tamil Nadu, India.



Signed on behalf of the Royal Academy of Engineering

Date: 22.3.16

Name: P. D. GREENISH

Position: CEO