

Note: These are the Lloyd's Register Foundation's standard terms and conditions for your reference only and may be added to or amended for specific grants by Lloyd's Register Foundation. All Schedules, Tables etc referred to will be provided upon reward of the Grant.

The following specific Terms apply to the Grant made to you by the Foundation:

1. The Grant is made to you on the basis of your Application, and the Application forms a part of this agreement as may be varied from time to time by you and the Foundation in writing. It sets out as how the funding is to be used to carry out the Programme including:
 - (a) using the Grant for the Programme; and
 - (b) not sub-granting the Grant to any third party without prior written consent by the Foundation (unless this has been approved in the Application). Even when any sub-grant is consented by the Foundation, you shall (i) ensure the third party fully complies with the conditions of this agreement and (ii) at all times remain responsible for the proper performance of this agreement and for all the acts and omissions of the third party in connection with the Grant.
2. The amount stated above is the maximum total funding to be provided to you by the Foundation under this agreement, including any liability for tax. Payment of the Grant shall be made in instalments in accordance with Table B. In the event you have not utilised the relevant amounts paid prior to the next due date, the Foundation reserves the right to defer such payment until the following due date and Table B shall be amended accordingly.
3. Please quote your grant reference number xxx in all correspondence with the Foundation.
4. Your Case officer in the Foundation for this grant is xxx.
5. Your contact for this Grant is xxx.
6. If your contact for the Grant is unable to continue in that capacity, you must promptly notify the Foundation. Your contact should not pass on their log on details to the Foundation's online grants management system to any successor. The successor must register in the Foundation's online grants management system, notify the Foundation, and the Foundation will give them access to the Grant via the grants management system.
7. You and the Foundation recognise the value in publicising the existence of the Grant and the Programme. Accordingly, you hereby agree for the Foundation to publicise the same which may include reference to your name. If any acknowledgement of funding is to be made by you then this should refer to 'Lloyd's Register Foundation' and the Foundation's logo and description should be used, where appropriate, on any publicity materials produced by you in connection with this agreement letter. You must request for a copy of the Foundation's logo and comply with the Branding Policy in relation to the use of the Foundation's logo. For the avoidance of doubt if the publication contemplated herein goes further than announcement of the Programme and funding then the provisions of the Branding Policy shall apply.
8. All proposed publications (including online and offline press releases and statements) must comply with the Foundation's Branding Policy which shall be deemed to be incorporated into this agreement. Such publication must acknowledge the Foundation and the Grant unless the Foundation has specifically requested not to be mentioned.

9. If you become aware of any publicity generated externally by the Grant then you shall notify the Foundation immediately.
10. You must notify the Foundation immediately on becoming aware of any 'Serious Incident' which affects your organisation. For these purposes a 'Serious Incident' is an adverse event (actual or alleged) which results in or risks significant harm to people by you, (whether or not funded by the Grant), may result in loss of your money or assets or damage to your good standing or reputation. In the event you are a charity you shall notify the Foundation of any reporting of Serious Incidents required as set out on the UK Charity Commission website: [How to report a serious incident in your charity - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/how-to-report-a-serious-incident-in-your-charity). Any breach of this clause may result in termination of this agreement pursuant to clause 23.
11. You must complete written reports to the Foundation as set out at Table A above (and described in Schedule 2), through the Foundation's online grants management system. You must report on the outcomes and impact of the Grant and provide all the information requested in the format required by the Foundation.
12. You must keep accurate accounts and records of the receipts and expenditure of the Grant and, if requested, provide the Foundation with copies and fully cooperate with any financial audit carried out by the Foundation on the Grant. If an audit identifies that You have failed or is failing to perform with your obligations under this agreement and have not utilised the Grant in accordance with this agreement, you shall immediately repay such amounts to the Foundation and this may impact the following payments of the Grant.
13. Delay in submitting the reports in Table A, or not providing all the information requested in the format required by the Foundation, will result in delay in payment by the Foundation of the next instalment of the Grant.
14. The Foundation's *Policy for Grants Monitoring Reports*, attached at Schedule 3, shall apply to this agreement and you hereby agree to comply with the provisions of this policy.
15. The Foundation expects you to submit *ad hoc* interim reports of any significant output, outcomes or impact, and to upload formal papers relating to the governance and activity of the Grant, through the Foundation's online grants management system. The Foundation will provide specific guidance.
16. The Foundation is committed to maintaining the highest legal and ethical standards and practices in all aspects of its business and affairs. Accordingly, as a condition of your receipt of grant funding, you are required to (i) confirm your commitment also to act at all times in accordance with the highest ethical and legal standards as practised in your industry in the UK and EU, and in particular (but without limitation) to have in place and adhere to policies and practices which are fully compliant with the laws of England and Wales including Data Protection, Safeguarding, Anti-bullying, Anti-Bribery and Corruption, Anti-Facilitation of Tax Evasion, Employment Legislation, Health and Safety, Environment and Sustainability, Whistleblowing and Modern Slavery, as well as to comply with all applicable laws (of England and Wales and local laws) and regulations with respect to this Agreement, including but not limited to sanctions and trade control related laws; and (ii) warrant that neither your application for, receipt or use of the Grant nor the Programme violate or will violate any applicable laws. Furthermore, it is your responsibility to ensure that any partners, stakeholders and subcontractors working with you act at all times in accordance with these legal and ethical standards. This remains the case regardless of the location of your principal office or whether the laws of England and Wales are directly enforceable in the territory(s) in which you conduct

your business and affairs and by accepting the Foundation's funding you warrant and undertake to ensure that this is the case. Any breach of this clause shall give the Foundation the right to immediately terminate this agreement and cease all further funding and the relevant provisions of paragraph 24 shall apply.

17. You acknowledge and agree that all Foreground Intellectual Property Rights in the Output generated by the Grant, wherever in the world enforceable, shall immediately upon creation vest in and shall be and remain the sole and exclusive property of the Foundation. In the event a third party contributes to the Output you shall procure the ownership of all Intellectual Property Rights comply with this clause 17. You hereby indemnify and hold the Foundation harmless from and against any claim, liabilities, losses, damages, suffered by the Foundation in relation to any breach of this clause.
18. You hereby grant to the Foundation a non exclusive, worldwide, royalty free, irrevocable, perpetual, transferrable and sub-licensable licence to use the Background Intellectual Property in order to use the Output.
19. It is the intention of the Foundation that all Intellectual Property Rights generated by the Grant shall be made available for the benefit of the public. Research papers shall be retained in the Foundation's repository of public reports and accessible by the public.
20. Where this agreement terminates by virtue of clause 22 or clause 25 the Foundation hereby grants you a non-exclusive, worldwide and royalty free licence to use the Foreground Intellectual Property Rights for research and non commercial purposes only.
21. You agree that you will notify the Foundation as soon as reasonably practicable of any actual or potential commercial value in the Output.
22. This agreement shall continue until xxx unless terminated earlier in accordance with the provisions contained herein.
23. The Foundation reserves the right to terminate this agreement at any time at its discretion, after giving you 30 days' written notice.
24. The Foundation further reserves the right immediately on written notice to terminate the whole or any part of this agreement and recover all or any part of the funds already paid to you in the event of (i) any breach or non-observance by you of any relevant law; (ii) breach of any of the terms of this agreement ; (iii) the occurrence of a Serious Incident caused by your default; or (iv) breach of paragraph 8 (Due Diligence) of the Branding Policy.
25. Either you or the Foundation may terminate the agreement, without further liability to the other immediately upon giving the other notice in writing if a "force majeure event" occurs which prevents either party from fulfilling their obligations under the agreement for one month or longer. A "force majeure event" means any circumstance not within a party's reasonable control, including (a) acts of God, flood, drought, earthquake or other natural disaster, (b) epidemic or pandemic, (c) terrorist attack, civil war, civil commotion or riots, war, threat or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, (d) nuclear, chemical or biological contamination or sonic boom, (e) any law or any action taken by a government or public authority, including (but not limited to) imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent, (f)

collapse of buildings, fire, explosion or accident, and (g) any labour or trade dispute, strikes, industrial action of lockouts.

26. This clause is intentionally blank.

27. In the event of termination (howsoever) any surplus Grant payments shall be repaid to the Foundation within 14 days from the date of termination.

28. Notwithstanding termination (howsoever) you shall complete the latest report due in accordance with Table A and at the request of the Foundation transfer any or all documentation, materials, notes, findings in relation to the Programme.

29. There is no obligation on the Foundation to provide any further funding after expiration of this agreement or Programme. A new application would be required and may be considered through the Foundation's usual process.

30. The liability of each party to the other for any breach of this agreement, any negligence or arising in any other way out of the subject matter of this agreement, will not extend to any indirect damages or losses, or to any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity, whether direct or indirect, even if the party bringing the claim has advised the other of the possibility of those losses, or if they were within the other party's contemplation.

31. Notwithstanding anything or provision to the contrary (other than save for subject to clause 33), your aggregate liability to the Foundation for all and any breaches of this Agreement, any negligence or arising in any other way out of the subject matter of this Agreement will not exceed in total the total value of the Grant.

32. Notwithstanding anything or provision to the contrary (other than save for subject to clause 33), the Foundation's aggregate liability to you under this agreement will be limited to payment of the Grant in accordance with this agreement.

33. Nothing in this agreement limits or excludes either party's liability for death or personal injury resulting from negligence; any fraud or for any sort of liability that, by law, cannot be limited or excluded; or any loss or damage caused by a deliberate breach of this agreement.

34. The parties hereby agree to comply with the provisions of the Data Protection Legislation. For any personal data, which you disclose to the Foundation in the Application or will disclose to the Foundation during the term of this agreement, you further confirm and agree that:

(i) Regarding your own personal data, you expressly consent herein that:

- (a) the Foundation can use your personal data for the purpose of its performance of this agreement, management of the grants and its normal operation of the foundation; and
- (b) the Foundation can transfer your personal data to its suppliers and allow such suppliers to use your personal data to the extent that such transfer and use is needed for the purpose of its performance of this agreement, management of the grants and its normal operation of the foundation.

(ii) Regarding those personal data collected by you from data subjects, before you disclose it to the Foundation, you should ensure you have obtained all necessary appropriate consents from the data

subjects to enable lawful transfer of such personal data to the Foundation (and its suppliers) and lawful process of such personal data by the Foundation (and its suppliers) for the purpose of its performance of this agreement, management of the grants and normal operation of the foundation.

The Foundation's Privacy Notice (<https://www.lrfoundation.org.uk/en/privacy-notice/>) will be applied for the personal data disclosed by you to the Foundation.

35. You shall not, without the prior written consent of the Foundation, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of your rights and obligations under this agreement.

36. This agreement shall be governed and construed in accordance with the laws of England and Wales.

37. The following definitions shall apply to this agreement:

Application: as set out in paragraph 1 of this agreement.

Background Intellectual Property: any Intellectual Property Rights, other than Foreground Intellectual Property Rights or any Intellectual Property Rights in connection with the respective names or brands.

Branding Policy: the branding policy of the Foundation in relation to use of its logo, mark and written communications attached to Schedule 4 of this agreement.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Foreground Intellectual Property: any Intellectual Property Rights that arises or is obtained or developed by, or by a contractor on behalf of, either party generated from the Grant.

Grant: as set out in paragraph 1 of this agreement.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Monitoring Policy: as attached to Schedule 3 of this agreement.

Output: means any output including findings, research, information, articles, publications, analyses, tool kits, seminars, events, networks, activities generated from or in connection with the Programme using the Grant.

Programme: as set out in paragraph 1 of this agreement.

Table A: as set out in paragraph 3 of this agreement.

Table B: as set out in paragraph 1 of this agreement.

Terms: the terms set out at clause 1-37 of this agreement.