



STFC Research in Industry Funding Standard Terms and Conditions for Agreements Issued Under STFC Research in Industry Funding

(These conditions may only be varied with the written agreement of STFC. No terms or conditions put forward at any time by the Supplier shall form any part of the Agreement unless incorporated hereto with the mutual agreement of STFC).

1: Interpretation:

- 1.1: In these conditions “the Agreement” shall mean the Agreement concluded between STFC and the Supplier, including all specifications, plans, drawings and other relevant documents.
- 1.2: The following provisions shall have the effect with respect to the interpretation of the Agreement except where the context otherwise requires:
- a) “the Work” means the programme of work outlined in the Research in Industry application and as approved by the STFC;
 - b) “STFC” means the Science and Technology Facilities Council;
 - c) “a Capital item” means land, buildings or structures, machinery, plant or other fixed assets having a life of more than three years with a value exceeding £3,000, vehicles and items costing more than £3,000 bought or fabricated for the purposes of the Agreement;
 - d) “Completion Date” means that date so specified in the Agreement;
 - e) “Intellectual Property Rights” means all rights in inventions, discoveries, know-how and processes; all copyright, database rights, design rights (registered or unregistered) trademarks, service marks, trade names, trade secrets, formulas, collections of data, confidential information, patents (including any re-issues, extensions, substitutions, continuation in part applications and supplementary protection certificate and all other rights of a like nature), all rights in techniques and software (including source and object code), and any application for any of the foregoing and similar proprietary rights anywhere in the world.”
 - f) “Intellectual Property” includes all Intellectual Property Rights in all material produced under this Agreement, including maps, plans, photographs, drawings, tapes, statistical data, published and unpublished results and reports, computer programmes, patents, know how and trademarks;

- g) "the Supplier" means the person or firm or company who by the Agreement undertakes to perform the Works under the Agreement.
- h) references to any enactment, order, regulation, or other similar instrument; shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, order, regulation or instrument;
- i) "Confidential Information" means information, the disclosure of which would constitute an actionable breach of confidence, which has either been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including commercially sensitive information, information which relates to the business, affairs, properties, assets, trading practices, Goods/Services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either Party and all personal data and sensitive personal data within the meaning of the Data Protection Act 1998 (see paragraph 20);
- j) "Environmental Information Regulations" means the Environmental Information Regulations 2004;
- k) "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 by the Information Commissioner in relation to such legislation;
- l) "Information" has the meaning given under section 84 of the Freedom of Information Act 2000;
- m) "Requests for Information" shall have the meaning set out in FOIA or any apparent request for information under the FOIA, the Environmental Information Regulations or the Code of Practice on Access to Government Information (2nd Edition)
- n) "Best Scientific Practice" means the recognition of the various factors that may influence or may impact on a research project. Guidance on the principles of sound scientific conduct can be found in the joint statement, [Safeguarding Good Scientific Practice](#), issued by the UK Director-General of Research Councils and Research Council Chief Executives.

- 1.3: The heading to these conditions shall not affect the interpretation thereof.
- 1.4: Any decision, act or deed which STFC is required or authorised to take or do under the Agreement may be taken or done by any person authorised by STFC to take or do that decision, act or thing.
- 1.5: Any notice given under or pursuant to the Agreement may be sent by hand or by post or by registered post or by the recorded delivery service or transmitted by facsimile transmission or other means of telecommunication resulting in the receipt of a written communication in permanent form and if so sent or transmitted to the address of the party shown on the Agreement, or to such other address as the party may by notice to the other have substituted thereof, shall be deemed effectively given on the day when in

the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.

1.6: All communications between the parties shall be in the English language.

2: Suppliers duties:

2.1: The Supplier must carry out the work expeditiously and competently, and in accordance with such timescales as may be specified in the Agreement or agreed with STFC from time to time, so as to complete the work on or before the completion date. The Supplier must provide all necessary accommodation, equipment, staff and services for the execution and completion of the work.

2.2: The Supplier must ensure proper financial management of the Work and accountability for the use of public funds.

2.3: The Supplier is responsible in ensuring that the research is organised and undertaken within a framework of Best Scientific Practice that recognises the various factors they may influence or may impact on a research project.

2.4: The Supplier is responsible for ensuring that ethical issues relating to the Work are identified and brought to the attention of the relevant approved or regulatory body. Approval to undertake the research must be granted before any work requiring approval begins.

3: Liaison and Supervision:

3.1: The Supplier shall afford STFC reasonable access to the Work during the period of the Agreement and to all documents (including in particular documents recording methodology and results, field observations and analyses of data) produced in connection with the Work, should they be so required.

3.2: STFC retains the right to monitor the Work during the period of the Agreement and to require such further information as it sees fit. In addition STFC will have the right to call meetings of representatives of the Supplier and of its representatives and advisors for the purpose of monitoring the progress of the Work. STFC shall also be permitted by the Supplier to visit the premises where the Work is being undertaken to inspect progress. A minimum of five working days notice, or fewer by mutual agreement, for such requests shall be given.

4: Reports:

4.1: The Supplier shall provide:

4.1.1: Periodic [to be specified – probably quarterly] reports on the progress and expenditure on the Work to be submitted to the STFC Project Manager, completed according to the form shown in [Appendix A](#). The reports should record progress against the specific objectives outlined in Appendix B.

4.1.2: A financial report detailing expenditure on the Work by fund heading and a summary of staff effort expended, shall, unless otherwise agreed by the STFC Project

Manager, be submitted quarterly. This should reflect the profile of payments detailed in Appendix C. The financial report must be certified by the Supplier's Financial Director or equivalent as true and accurate. The financial report due at the end of the Work as required under condition 4.1.3 to show expenditure for the period of the Agreement must be certified as being a true and accurate statement of expenditure and confirm that such expenditure has been used entirely in support of the Work;

4.1.3: A final report on the conduct and outcome of the project, unless otherwise agreed by STFC, is to be submitted within three months of the completion date. The final report must describe the achievements made against the specific objectives outlined in Appendix B and must be accompanied by a certified financial report.

- 4.2: If the final report due at the end of the Agreement has not been received, the final payment shall be withheld and only released at the discretion of STFC when the reports are received in the appropriate form and properly certified. The Supplier should notify the STFC Project Manager if they are aware of any likely problems with meeting this requirement and agree a revised target date for submission.
- 4.3: STFC is under no obligation to make the final payment until the Work has been completed in accordance with the objectives of the agreement and all reports have been submitted and accepted. Such acceptance shall not be unreasonably withheld.
- 4.4: The Supplier will keep proper records (including records of staff time devoted to the Work) and books of account recording its expenditure on the Work and will make such records and books of account available for inspection by STFC or its duly authorised agent or representative during normal business hours and on receipt of reasonable notice. The STFC or its agents or representative will be entitled to take copies of or extracts from the records of account.
- 4.5: All reports will be referred to the STFC Project Manager for the Work. The STFC Project Manager will also be consulted if there are any concerns over the direction of the programme or if problems are highlighted in the report which may lead to the Work not being completed within the given timescale.

5: Misconduct and Conflicts of Interest

- 5.1: The Supplier is required to have in place procedures for governing Best Scientific Practice that meet the requirements of the Research Councils' guidance on Best Scientific Practice. The Supplier must ensure that there are reliable systems and processes in place for the prevention of research misconduct e.g. plagiarism, falsification of data, together with well-defined and clearly-publicised arrangements for investigating and resolving allegations of misconduct. Where an allegation of misconduct arises in respect of a Supplier's staff supported by the Research in Industry scheme, STFC must be informed immediately and notified of the outcome of any investigation.
- 5.2: The supplier must ensure that any potential conflicts of interest in research are declared and subsequently managed.

6: Intellectual Property and Exploitation:

- 6.1: Ownership of all Intellectual Property arising from the Work will be vested initially with the Supplier except in the following circumstances:
- (i) In the event that the STFC considered it desirable to retain ownership to ensure the effective co-ordination of the exploitation of IPR to enable the benefits of the research to be made available to the wider community in line with STFC's mission and objectives;
 - (ii) In the event that the Supplier is declared bankrupt or ceases to trade in accordance with condition 11 then in such circumstances the Supplier's rights to Intellectual Property acquired during the Work shall revert to STFC which shall have the right to exploit and use such Intellectual Property as it thinks fit;
 - (iii) In the event that there is a change in the control of the Supplier (for such purposes control shall be defined as meaning direct or indirect ownership of more than 50% of the voting interest of the Supplier or the power to direct its management) and such change of control is likely, in the opinion of STFC to adversely affect the Work or the exploitation of the results of the Work in accordance with the Agreement then the rights to the Intellectual Property will be vested with STFC which shall grant such rights to the new owners once it is satisfied that progress of the Work will continue consistent with the aims of the Programme.
- 6.2: The Supplier will make all reasonable enquiries concerning copyright, design, patent and other intellectual property rights and will ensure that to the best of its knowledge there are no such rights required in connection with the carrying out of the Project or the exploitation of the Project's results except those which are owned by or are available to the Supplier at the start of the Agreement and will continue to be so available at all times after the commencement of the Agreement.
- 6.3: If the Supplier is, or becomes, aware of any third party patent or patent application relevant to the exploitation of the results of the Work the Supplier will immediately inform the STFC.
- 6.4: The Supplier will ensure that any results of the Work which have commercial potential are protected and exploited, the costs of which will be met by the Supplier, wherever possible for the benefit of the UK's industrial competitiveness whilst ensuring incentives and returns to the Supplier and inventor(s) as appropriate and shall agree the method of exploitation of results with STFC.
- 6.5: During the term of the Agreement and for two years after the end of the Agreement, the Supplier will take all reasonable steps to identify, protect and exploit the results of the Work and in particular, but without limitation, the Supplier will ensure that:
- (i) the results of the work are identified, recorded and distinguished from the outputs of other research;
 - (ii) prior to any publication of the results of the Work, due consideration is given to the need to take steps to protect any intellectual property rights which are capable of protection and, where reasonable to do so, such steps are taken;

- (iii) all persons working on the Work are employed or retained on terms that vest in the Supplier including all intellectual property which is created or acquired by them while working on the Work.

6.6: During the period of the Agreement the Supplier will inform STFC of any results which are capable of exploitation, whether patentable or not, by identifying them in the periodic and final reports. For a period of five years after the end of the Agreement the Supplier will provide details of any exploitation of or plans to exploit the results of the Work.

7: Publicity:

7.1: Subject to paragraph 6.5(ii) the Supplier will promote the dissemination of the results of the Work by publishing the results in appropriate scientific journals and at suitable conferences and symposia. The Supplier will acknowledge the support of the STFC for the Work in all publications where such support has accounted for at least 20% of the total funding.

8: Equipment (or other Capital items):

8.1 Equipment, or other Capital items, purchased under this Agreement shall become the property of the Supplier (unless stated to the contrary). Any such item shall be maintained, sited and operated in accordance with the manufacturers instructions, safely protected and insured by the Supplier and shall not be used by him for any other purpose than the Work under this Agreement without the prior agreement of STFC.

8.2 Charges for use by the project of existing equipment originally purchased from Research Council funding must not include any element of depreciation.

8.3 Any equipment supplied by STFC is provided primarily for use on the project to which this Agreement refers, and belongs to STFC. In certain circumstances STFC may wish to retain ownership throughout the period of the Agreement and possibly beyond. In such cases, the Agreement will be subject to an additional condition.

8.4 STFC must be informed if, during the life of the Agreement the need for the equipment diminishes substantially or it is not used for the purpose for which it was funded. STFC reserves the right to determine the disposal of such equipment and to claim the proceeds of any sale.

8.5 Any proposal to transfer ownership of the equipment during the period of the Agreement is subject to prior approval by STFC. After the Project has ended, the Supplier is free to use the equipment without reference to STFC but it is nevertheless expected to maintain it for research purposes as long as is practicable.

9: Changes affecting the Agreement:

9.1: While the STFC recognises the technical and financial risks inherent in the work, there may be occasions when the STFC considers that the funding for the work should cease or that payments already made should be reclaimed. The STFC will be under no

obligation to make further payments, and any payments already made may become repayable, in whole or in part, at its discretion, if:

- i) it considers that the future of the Work is in jeopardy;
- ii) in its opinion progress towards completion of the Work is unsatisfactory or if the Work is not completed by the end of the Term or, in the opinion of STFC there is no longer any reasonable prospect of the Work being completed by the end of the Term or any later date which STFC has previously agreed to in writing;
- iii) any change in the nature or scale of the Work which in its opinion is substantial and to which it has not given its prior written agreement;
- iv) in its opinion the steps taken by the Supplier for the exploitation of the results of the Project are inadequate;
- v) the Supplier does not comply with or observe any condition of this Agreement.

If in the opinion of STFC the agreed programme of Work is in jeopardy all parties involved in the project will be fully consulted prior to any action being taken.

9.2: The Supplier will inform STFC promptly in writing of any cessation of the Work and of any event or circumstances likely to significantly affect completion of the Work. The Supplier will also inform STFC promptly in writing if any of the events referred to in Clauses 10 and 11 takes place.

9.3: If it appears to the Supplier that the Work is unlikely to be completed by the completion date, or that the amount of any category of expenditure specified in the Budget is likely to be exceeded the Supplier shall immediately notify STFC of that fact, with the reasons for delay or variation in expenditure. STFC, if satisfied that the Work is not likely to be completed by the Completion date or within a category of expenditure may, at its absolute discretion:

- i) vary the Work or any part thereof so that the Work shall be completed without exceeding the Agreement budget;
- ii) extend the Completion Date by up to 6 months. Extensions may cover breaks or delays in the appointment of staff funded by this Agreement, or other exceptional circumstances with the agreement of the STFC;
- iii) terminate the Agreement.

10: Force Majeure:

10.1: Neither party to this Agreement shall be liable for any failure to perform any one of its obligations arising under this Agreement if and to the extent only that such failure is wholly and directly caused by an event of force majeure.

10.2: For the purposes of this Agreement, the phrase "an event of force majeure" shall mean any event: 1) the occurrence of which, by the exercise of reasonable diligence, the affected party is unable to prevent or could not have contemplated; 2) the continuation of

which, by the exercise of reasonable diligence, is beyond the control of the affected party; and 3) the consequences of which, in relation to the performance of obligations arising under the Agreement and by the exercise of reasonable diligence, the affected party is unable to prevent.

11: Bankruptcy:

STFC may at any time, by notice in writing, summarily determine the Agreement without compensation to the Supplier in any of the following events:

- a) If the Supplier, being an individual, or where the Supplier is a firm, any partner in that firm, shall at any time become bankrupt, or shall have a receiving order or administration order made against him, or shall make any composition or arrangement with or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of his creditors, or shall purport to do so, or if in Scotland he shall become insolvent or notour bankrupt, or any application shall be made under the Bankruptcy act for the time being in force for sequestration of this estate, or a trust deed shall be granted from the benefit of his creditors; or
- b) If the Supplier is a Company, passes a resolution, or the Court shall make an order, that the Supplier shall be wound up, or if a receiver or manager on behalf of a creditor shall be appointed, or if circumstances shall arise which entitle the Court or a creditor to appoint a receiver or a manager or which entitle the Court to make a winding-up order.

Provided always that such determination shall not prejudice or affect any right or action or remedy that shall have accrued or shall accrue thereafter to the Council.

12: Duration and Termination:

- 12.1: The Work will be deemed to have commenced on xx/xx/xx and shall continue for a period of x years, terminating on xx/xx/xx.
- 12.2: For reasons, other than those stated herein, both parties have the right to terminate this Agreement before the agreed Completion Date giving a minimum of six weeks written notice. STFC shall not be held liable for any redundancy payments and/or unfair dismissal compensation but shall pay all other attributable costs properly incurred upon the Work up to the date of termination. The Supplier shall be responsible for the payment of costs reasonably and unavoidably incurred by the Council caused by their determination.
- 12.3: STFC will also pay all costs arising after the termination date as a result of commitments properly incurred or entered into before the date that the notice of termination was received. The Supplier shall not be entitled to any other payment by way of compensation.

13: Limit of liabilities and indemnities:

- 13.1: The STFC accepts no liability for expenditure or any other liabilities incurred by the Supplier other than those specifically identified by STFC in writing. In particular, but without limitation, the STFC will have no liability as an employer of any person working on the Work and will in no circumstances indemnify the Supplier against claims arising from its liability as an employer.
- 13.2: The Supplier will indemnify and keep indemnified on a full and unqualified basis the STFC against any and all actions, claims, demands, costs, charges and/or expenses arising out of any loss or damage or injury to any person or to any property incurred by reason of:
- i) any infringement or alleged infringement by the Supplier of any third party intellectual property rights in relation to the work;
 - ii) any negligence, breach of Agreement, breach of statutory duty or other wrongful act or omission on the part of the Supplier.
- 13.3: STFC will not accept responsibility for any expenditure arising from injury or death to any person or damage to any property or claims by third parties arising as a result of the Work carried out under the Agreement, except where such injury, death or claims are the result in whole or in part of the negligence of the STFC, its employees or agents.

14: Insurance of Property:

- 14.1: The Supplier shall insure property acquired under this Agreement to the same extent that it customarily insures its own property and shall observe in its use such reasonable precautions as are normal in the use of property belonging to the Supplier. If the property is not insured the Supplier shall indemnify the Council against loss or damage to the property.

15: Corrupt Gifts and Payments:

- 15.1: The Supplier will not offer or give or agree to give to any employee or agent of the STFC any gift or consideration of any kind as an inducement or reward for providing funding for the Work or for doing any act in relation to the Work or this Agreement.
- 15.2: If the Supplier or any of its employees or agents breaches this condition or commits any offence under the Prevention of Corruption Acts 1889 to 1916 in relation to this Agreement or any other Agreement for any Crown body, the STFC may terminate further payments under this Agreement immediately and recover from the Supplier all sums already paid under it.

16: Quality

- 16.1 In the absence of a specification or sample, any products used within the Agreement will be new and of good construction, sound materially, of adequate strength and free of defects in design materials and workmanship, and will be designed and manufactured so as to be safe and without risk to health when properly used.
- 16.2 The products used within the Agreement where appropriate must comply with all European Union Directives applicable within the term of the Agreement (in which case

all products must be clearly endorsed as fully compliant aforesaid by the application of the CE mark in a position on the products which meets the requirements of the Directive).

16.3 If the products comply with any British Standards Institution, European Union, International Standards Organisation or other standard the company must, on request of the STFC, provide a copy of the standard free of charge.

16.4 The company will at the request of the STFC, if applicable, provide the STFC with any copies of any relevant testing or compliance certificates for the products.

17: Payment:

17.1: Within the limits of this award the Supplier shall submit an invoice quarterly in arrears to the STFC Project Manager. Invoices should be linked to the agreed payment profile (Appendix C) and be accompanied by such documentation as outlined in Clause 4.

17.2: Claims for payment should be submitted by the Supplier to the STFC Project Manager certified as follows:

“I certify that the amounts claimed will be expended on and are required for the sole purpose of the work programme and in accordance with the conditions of Agreement”.

17.3: Subject to STFC being satisfied that the amounts claimed are proper, fair and reasonable, payment shall then be made within 30 days of receipt of a valid invoice.

18: Sub-Contracting:

18.1: The Supplier shall not give, bargain, sell, assign sub-let or otherwise dispose of the Agreement or any part thereof or the benefit or advantage of the Agreement or any part thereof without the prior written consent of the Council, other than those collaborators identified in the funding proposal.

19: Law:

19.1 The Agreement shall be considered as an Agreement made in England and subject to English Law.

20: Freedom of Information Act/Confidentiality

20.1: The STFC is a Public Authority within the meaning of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004.

20.2 Consequently, even if a confidentiality Agreement has been agreed, information in relation to this Agreement and all correspondence received may be made available on demand in accordance with the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004.

- 20.3 Suppliers should state if any of the information supplied by them is confidential or commercially sensitive or should not be disclosed in response to a request for information under the aforementioned Act/Regulations. Suppliers should state why they consider the information to be confidential or commercially sensitive.
- 20.4 This will not guarantee that the information will not be disclosed in response to requests for information but it will be examined in the light of the exemptions provided in the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004 before a decision to disclose or not is made.
- 20.5 Each Party:-
- (a) shall treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and
 - (b) shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of the Agreement or except where disclosure is otherwise expressly permitted by the provisions of this Agreement.
- 20.6 The Supplier shall take all necessary precautions to ensure that all Confidential Information obtained from the STFC under or in connection with the Agreement:-
- (a) is given only to such of the Staff and professional advisors or consultants engaged to advise it in connection with the Agreement as is strictly necessary for the performance of the Agreement and only to the extent necessary for the performance of the Agreement;
 - (b) is treated as confidential and not disclosed (without prior Approval) or used by any Staff or such professional advisors or consultants' otherwise than for the purposes of the Agreement.
- 20.7 Where it is considered necessary in the opinion of the STFC, the Supplier shall ensure that Staff or such professional advisors or consultants sign a confidentiality undertaking before commencing work in connection with the Agreement.
- 20.8 The Supplier shall not use any Confidential Information received otherwise than for the purposes of the Agreement.
- 20.9 The provisions of Clauses 20.5 to 20.8 shall not apply to any Confidential Information received by one Party from the other:-
- (a) which is or becomes public knowledge (otherwise than by breach of this Condition);
 - (b) which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;

- (c) which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - (d) is independently developed without access to the Confidential Information; or
 - (e) which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA, the Code of Practice on Access to Government Information (2nd Edition) or the Environmental Information Regulations pursuant to Condition 20.14 (Freedom of Information).
- 20.10 Nothing in this Condition shall prevent the STFC:-
- (a) disclosing any Confidential Information for the purpose of:-
 - (i) the examination and certification of the STFC's accounts; or
 - (ii) any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the STFC has used its resources; or
 - (b) disclosing any Confidential Information obtained from the Supplier:-
 - i) to any other department, office or agency of the Crown; or
 - ii) to any person engaged in providing any services to the STFC for any purpose relating to or ancillary to the Agreement;
 - (c) provided that in disclosing information under sub-paragraph (b)(i) or (ii) the STFC discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.
- 20.11 Nothing in this Condition shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of Intellectual Property Rights.
- 20.12 In the event that the Supplier fails to comply with this Condition 20, the STFC reserves the right to terminate the Agreement by notice in writing with immediate effect.
- 20.13 The provisions under this Condition 1 are without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information.
- 20.14 The Supplier acknowledges that the STFC is subject to the requirements of the Code of Practice on Access to Government Information (2nd Edition) the FOIA and the Environmental Information Regulations and shall assist and cooperate with the STFC (at the Supplier's expense) to enable the STFC to comply with these Information disclosure requirements.
- 20.15 The Supplier shall and shall procure that its sub-Suppliers shall:

- a) transfer the Request for Information to the other Party as soon as practicable after receipt and in any event within two Working Days of receiving a Request for Information;
- b) provide the STFC with a copy of all Information in its possession or power in the form that the STFC requires within five Working Days (or such other period as the STFC may specify) of the STFC requesting that Information; and
- c) provide all necessary assistance as reasonably requested by the STFC to enable the STFC to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA.

20.16 The STFC shall be responsible for determining at its absolute discretion whether:-

- a) the Information is exempt from disclosure under the Code of Practice on Access to Government Information (2nd Edition) the FOIA and the Environmental Information Regulations;
- b) the Information is to be disclosed in response to a Request for Information, and in no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by the STFC.

20.17 The Supplier acknowledges that the STFC may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part I of the Freedom of Information Act 2000, be obliged under the Code of Practice on Access to Government Information (2nd Edition) the FOIA, or the Environmental Information Regulations to disclose Information:-

- a) without consulting with the Supplier, or
- b) following consultation with the Supplier and having taken its views into account.

20.18 The Supplier shall ensure that all information produced in the course of the Agreement or relating to the Agreement is retained for disclosure and shall permit the STFC to inspect such records as requested from time to time.

20.19 The Supplier acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the STFC may nevertheless be obliged to disclose Confidential Information in accordance with Clause 20.17.

21: Arbitration

21.1 All disputes, differences or questions between parties to the agreement with respect to any matter or thing arising out of or relating to the agreement which cannot be resolved shall be referred to arbitration of two persons (one to be appointed by the STFC and one by the Supplier), or their umpire, in accordance with Arbitration Acts of 1979 and 1996, or any statutory modification re-enactment thereof.

Appendix A: QUARTERLY REPORT FORMAT

General Points: The report should contain sufficient detail to allow STFC to understand the issues which are being presented. Where additional technical information is felt appropriate then this should be included as an appendix to the report. Payments will not be released without an invoice and the quarterly report accompanying it.

1. HEADER

1.1 This should include the STFC reference number, project title, organisation and the quarter the report is for.

2. PROGRESS TO DATE

2.1 Overall Project Status – this should be a general statement on the progress of the project as a whole. Relationship with related research funded by other sources should be included if relevant.

2.2 Progress of the element funded by this Agreement - this should refer to the project plan set out in the original application, or as subsequently revised by mutual agreement, and to the milestones agreed at the start of the project and/or identified in the previous quarterly report. Where there have been delays you should explain what the problem is, how it will be solved and any implications. Highlight the milestones that should be completed by the next quarterly report and comment on any problems there might be in achieving them. Progress on problems identified in previous reports MUST be reported on until the item is closed.

3. MAJOR PROBLEM AREAS

3.1 Identify any foreseeable problems or risks either within or outside your control. Discuss possible solutions and any implications this may have to the project.

4. FINANCIAL STATEMENT

4.1 This should identify actual expenditure since the last quarter. Where there is a major difference between what was forecasted and actual expenditure an explanation is required with a revised forecast for each financial year. Where the proposal included an industrial contribution the progress on expenditure and any changes to the overall level of contribution should be provided. A reduction in the contribution will result in a re-evaluation of the project within STFC and could lead to cancellation.

Payments to date	Expenditure this quarter	Expected expenditure this FY	Partner Direct Contribution Total	Partner Expenditure to date

5. GENERAL COMMENTS

5.1 This may be used to highlight significant events in the last quarter not covered elsewhere, such as knowledge transfer activity, exploitation, PR.

Appendix B: Objectives

Appendix C: Profile of Payments