

**Recipient name and address**

12 October 2021

Dear **Recipient**,

**Re: Project Title**

I am writing to confirm that the Modern Slavery & Human Rights Policy & Evidence Centre (the Modern Slavery PEC) and the Arts and Humanities Research Council (AHRC) is offering a grant for the above project, subject to the terms and conditions set out in Annex B:

**Research Project:** **Project title**

**Award Holder:** **Legal entity name**

**Principal Investigator:** **PI name (and department if necessary)**

**Award Value:** **£XXXXX**

**Award Start Date:** **Date**

**Award End Date:** **Date**

**Award Duration:** **Duration (months)**

**Source of Funds:** The Modern Slavery PEC – Strategic Priorities Fund (SPF)/AHRC programme

**Award Governance:** The funding will be overseen by the Modern Slavery PEC Senior Leadership Team and Senior Management Board, as well as its accountable Steering Committee, to ensure that activity is in line with the relevant objectives and strategic priorities.

**Project Description:** **Insert overview and annex full project description** (Full details in Annex A).

**Funding Conditions:** This project is supported by Wave 2 of The UKRI Strategic Priorities Fund under the AHRC Grant AH/T012412/1. Recipient institutions are requested to adhere to the flow down conditions in (Annex B).

Grants are cash limited and expenditure against the grant must not exceed the value awarded. We will be grateful if you would confirm that you are happy to accept the award on the terms and conditions by signing and returning a copy of this letter to us by email not later than **[insert date of receipt]**.

Should you have any further queries please do not hesitate to contact me directly.

Yours sincerely,

Isobel Templer  
Research Operations and Communications Manager

Acceptance on behalf of **Host Institution**

Acceptance on behalf of the  
Modern Slavery PEC

Signature:

Name/Position:

Date:

## Payment Schedule

We will pay no more than £XXXXX in instalments [additional instalments might be added to this sample depending on length and design of award]. The amount and number of instalments and how often we will pay them is outlined in the schedule below:

Instalments	Due Date	Amount	Notes
1	DATE	£XXXXX	Upon receipt of signed agreement and bank details and any other conditions (e.g. onwards contracts as specified in the call)
2	DATE	£XXXXX	Upon receipt of Final Expenditure Statement and delivery of final outputs

Payments will be made by electronic fund transfer into the bank accounts of Award Holder by the Finance Department of Bingham Centre for the Rule of Law/British Institute of International and Comparative Law. Please provide bank account details to us on letterhead and submit a formal request for funds, quoting the grant reference (AH/T012412/1) and the amount due in accordance with the payment schedule above.

Invoices should be sent to [office@modernslaverypec.org](mailto:office@modernslaverypec.org).

**Annex A**  
**Project Description and Cost Breakdown**

SAMPLE

## Annex B

### Award Conditions of the Modern Slavery PEC's Responsive Research Scheme

The conditions set out below have been received from the Modern Slavery PEC in relation to grant AH/T012412/1, funded under Wave 2 of The UKRI Strategic Priorities Fund. It is from this grant that a Subgrant is being made to your Research Organisation(s) and it is expected that Subgrants made from this Parent Grant agree to these terms and conditions.

#### 1. Definitions

- 1.1. **Intellectual Property** refers to intellectual property of any description including but not limited to all inventions, designs, information, specifications, formulae, improvements, discoveries, know-how, data, processes, methods, techniques and the intellectual property rights therein, including but not limited to, patents, copyrights, database rights, design rights (registered and unregistered), trademarks, trade names and service marks, and applications for any of the above
- 1.2. **Parent Grant** refers to AHRC Grant AH/T012412/1 made to the Modern Slavery PEC as part of Wave 2 of The UKRI Strategic Priorities Fund.
- 1.3. **Subgrant** refers to a monetary award made by the Modern Slavery PEC from the Parent Grant.
- 1.4. **Subgrant Holder** refers to the eligible Research Organisation(s) to which a Subgrant is made.
- 1.5. **Subgrantee** refers to the individual(s) named as Principal Investigator(s) and Co-Investigator(s) on the Subgrant.
- 1.6. **Project** refers to the research proposal detailed in Annex A of this agreement
- 1.7. **Project Team** refers to the group of researchers, practitioners and other people, and their relevant organisations named as delivering the Project.
- 1.8. **Research Organisation** refers to UK higher education institutions, independent research organisations or Research Council institutes which are eligible to receive funding from UKRI and therefore from the Parent Grant.
- 1.9. **Results** refers to all information, data, know-how, results, inventions, software and other Intellectual Property arising through conduct of the Project.

#### 2. General Provisions

- 2.1. All Subgrants must adhere to the Standard Terms and Conditions of AHRC, and UKRI grant terms and conditions. [Click here](#) for full details.
- 2.2. The Subgrant Holder is to ensure that Subgrantees are aware of their responsibilities and observe the terms and conditions of the Subgrant.
- 2.3. The Subgrant Holder must comply with the UK's international obligations on subsidy control..
- 2.4. The Subgrant Holder must have adequate business continuity plans to minimise operational interruptions.
- 2.5. The Subgrant Holder is to ensure research is organised and undertaken within a framework of best practice that recognises various factors that may influence/impact on a research project.
- 2.6. The Subgrant Holder must consider and adhere to the necessary aspects of the equality, diversity and inclusion plan throughout the period of the Subgrant and act within these principles in all matters relating to the Subgrant.
- 2.7. Where there is more than one Subgrant Holder or a Project Team collaborating on a project, a formal collaboration agreement must be executed between all parties and is to include provisions relating to the allocation of resources throughout the Project, ownership of intellectual property and rights to exploitation, which should take into account the requirements of clause 7 of this award. Arrangements for collaboration

and/or exploitation must not prevent the future progression of research and the dissemination of research results in accordance with academic custom and practice, and the needs of the Modern Slavery PEC.

### **3. Financial Provisions**

- 3.1. The Subgrant Holder is responsible for the conduct of the research, use of public funds and proper financial management of the Subgrant.
- 3.2. All funding must be spent in accordance with principles contained in "Managing Public Money" for full details [click here](#).
- 3.3. Accurate financial receipts and records should be kept by the Subgrant Holder throughout the duration of the grant.
- 3.4. The Subgrant Holder must retain all accounting information relating to the Subgrant for the current financial year plus the subsequent six years after the submission date of the final expenditure statement.
- 3.5. The Subgrant Holder must keep timesheets for all DI staff working less than 100% FTE on the Subgrant, as per AHRC terms and conditions.
- 3.6. The Subgrant Holder must conduct the Project in line with the agreed budget and make up any shortfall from other alternative sources.
- 3.7. The Subgrant Holder must inform the Modern Slavery PEC of any savings or underspend on the Subgrant and, at the end of the award, should return unspent funds to the Modern Slavery PEC.
- 3.8. The Subgrant Holder must cooperate with the Modern Slavery PEC to provide timely and accurate submission of expenditure statements and reports as required.
- 3.9. Any no-cost extensions to the Subgrant will be made at the discretion of the Modern Slavery PEC. Only no-cost extensions will be considered and extension requests must be submitted no less than 14 calendar days prior to the Subgrant end date. Any requests for additional funds for a Subgrant will not be considered.
- 3.10. The purchase of Equipment, as per the UKRI definition of Equipment, is not permissible unless you have specifically received a Subgrant for such purposes.
- 3.11. Travel claims should evidence value for money which shall only include travel by standard class by train and economy class by air. Any exception will need to be justified and approved within terms of the Subgrant Holder policy.
- 3.12. In line with standard guidance, funds can only be transferred between Directly Incurred headings, excluding Equipment. Virements must be agreed with the Modern Slavery PEC in writing before expenditure is made.
- 3.13. AHRC/the Modern Slavery PEC may call for periodic information on progress or may visit the Project Team. The Subgrant Holder must make all reasonable efforts to respond to requests for information from the Modern Slavery PEC in relation to such calls from AHRC.
- 3.14. In the event that AHRC imposes financial sanctions and/or additional measures in relation to non-compliance with these terms, to the extent that this was caused by the Subgrant Holder, these will be imposed on the Subgrant Holder.
- 3.15. If the Subgrant Holder does not provide information about the outputs and outcomes as requested by AHRC, the Modern Slavery PEC may recover any direct losses it suffers from the Subgrant Holder.
- 3.16. If the Subgrant Holder does not provide information required for the Modern Slavery PEC final report or financial expenditure statement, the Modern Slavery PEC may recover any direct losses it suffers from the Subgrant Holder.
- 3.17. AHRC may terminate or change the value of the Parent Grant at any time, subject to reasonable notice and payment to cover outstanding and unavoidable commitments. The Modern Slavery PEC reserves the right to

terminate or amend the Subgrant in line with AHRC's actions.

#### **4. Reporting Provisions**

- 4.1. Subgrant Holders and/or Subgrantees are required to submit a final Financial Expenditure Statement (FES) and project reports to the Modern Slavery PEC at the end of the Subgrant.
- 4.2. Subgrant Holders and/or Subgrantees may be asked to submit mid-term project reports to the Modern Slavery PEC.
- 4.3. If the FES is delayed for a period of 30 calendar days or more the Modern Slavery PEC may terminate the Subgrant and request unspent funds relating to the Subgrant to be returned to the Modern Slavery PEC or may impose sanctions on future funding to the Subgrant Holder.
- 4.4. If the milestones referenced in clause 11.2 are delayed for a period of 14 calendar days or more, without prior agreement from the Modern Slavery PEC that such a delay would be reasonable, the Modern Slavery PEC may terminate the Subgrant and request unspent funds relating to the Subgrant to be returned to the Modern Slavery PEC or may impose sanctions on future funding to the Subgrant Holder.
- 4.5. If the performance metrics detailed in the Project or financial reports are deemed to deviate significantly from the originally agreed Project description and budget, and these deviations have not been previously discussed or agreed, the Modern Slavery PEC is at liberty to terminate the Subgrant and request unspent funds relating to the Subgrant to be returned to the Modern Slavery PEC.
- 4.6. The Subgrant Holder may be required to assist the Modern Slavery PEC in preparing a report to AHRC on the conduct and outcome of the Subgrant.

#### **5. Staff**

- 5.1. The Subgrant Holder accepts all responsibilities for its staff employed under the Subgrant, including their training and supervision.
- 5.2. The Subgrant Holder is to adopt principles, standards and good practice for the management of research staff as set out in the 2008 Concordat to Support the Career Development of Researchers, and subsequent amendments.
- 5.3. The Subgrant Holder must comply with the terms of the Equality Act 2010.

#### **6. Health and Safety, and Ethics**

- 6.1. The Subgrant Holder is responsible for a safe working environment for all individuals associated with the Project including research participants both on and offsite.
- 6.2. There must be effective and verifiable systems in place for managing research quality, progress and the safeguarding, safety and wellbeing of research participants. These systems must promote and maintain the relevant codes of practice and all relevant statutory review, authorisation and reporting requirement. Systems may be in place at an institutional or project level and must be available to the Modern Slavery PEC on request.
- 6.3. Research involving human participants or data within the social sciences that falls outside the Department of Health's Research Governance Framework must meet the provisions and guidelines of the ESRC's Research Ethics Framework. Subgrant Holders must ensure that appropriate arrangements are in place for independent ethics review of social science research that meets local research ethics committee standards.
- 6.4. All data must be collated and stored in accordance with the Freedom of Information Act 2000, the Data Protection Act 2018, the UK General Data Protection Regulation 2018 and, if necessary, the EU General Data Protection Regulation 2016.

- 6.5. Significant developments must be assessed as the research proceeds, especially those that affect safety and wellbeing, which should be reported to the appropriate authorities and to the Modern Slavery PEC. The Subgrant Holder must take appropriate and timely action when significant problems are identified. This may include temporary suspending or terminating the research.
- 6.6. Guidance by ESRC on the conduct of social science research, provided on behalf of all Research Councils, must be observed

## **7. Intellectual Property**

- 7.1. All Intellectual Property used in connection with the Project which has been generated prior to or outside the scope of the Project ("Background IP") shall remain the property of the owning/contributing member of the Project Team. The Modern Slavery PEC acknowledges and confirms that nothing contained in this award letter shall give it any right, title or interest in or to the Background IP save as granted by this award.
- 7.2. The Subgrant Holder grants the Modern Slavery PEC a non-exclusive, non-transferable, non-sublicensable, royalty-free license to use the Background IP (provided it is free to license the Background IP in question, which should be addressed in the collaboration agreement per clause 2.7) solely to enable the Modern Slavery PEC to support the delivery of the Project and the co-creation of outputs.
- 7.3. All Results shall be owned by the Subgrant Holder, or as otherwise agreed in a collaboration agreement between the Project Team (see clause 2.7). The Modern Slavery PEC is granted a non-exclusive, non-transferable, non-sub-licensable, royalty-free licence to use the Results of this Project for academic and non-commercial purposes, including research projects funded by third parties provided that those parties gain or claim no rights to such Results.

## **8. Changes in Research Project**

- 8.1. Any major change in the proposed research (as set out in Annex A) including failure to gain access to research facilities, data and services or to gain ethical committee approval for the proposed research should be reported to the Modern Slavery PEC immediately. Should such changes constitute a material breach of obligations as set out in Annex A, please refer to clause 13, termination.

## **9. Transfer of a Sub award to another Research Organisation**

- 9.1. If the Subgrant Holder or Subgrantee wishes to transfer the Subgrant to another Research Organisation the Subgrant Holder must inform the Modern Slavery PEC. The Modern Slavery PEC will approve such transfer if, in the Modern Slavery PEC's sole discretion, it is satisfied that appropriate arrangements have been agreed between the Subgrant Holder, the Modern Slavery PEC and the new Research Organisation that will enable the project to be undertaken in accordance with its research objectives, including the provision of the required facilities. The new Research Organisation must be eligible to receive funding from AHRC and the Subgrant Holder shall use its reasonable endeavours to ensure that the new Research Organisation is compliant with these terms and conditions. A Novation Agreement, setting out the terms of the transfer and remaining budget, must be drawn up between the Subgrant Holder, new Research Organisation and the Modern Slavery PEC.

## **10. Change of Subgrantee**

- 10.1. If the Subgrant Holder or Subgrantee wishes to transfer the Subgrant to another Subgrantee, the Subgrant Holder must inform the Modern Slavery PEC promptly. The Modern Slavery PEC will approve such transfer if, in the Modern Slavery PEC's sole discretion, it is assured that the replacement Subgrantee meets the eligibility criteria and has the expertise and experience to lead the project to a successful conclusion, in accordance with the original research objectives. The Subgrant Holder must carry out the necessary eligibility checks on the replacement Subgrantee and consider any grant specific conditions before submitting a request to change the Subgrantee.

## **11. Delivery of the Project**

- 11.1. Following the commencement of the award, the Project Team are expected to work closely with the Modern Slavery PEC on the delivery of the Project, in line with the Centre's values of collaboration, co-design and co-creation.
- 11.2. The following are key milestones which the Project Team are expected to meet, in collaboration with the Modern Slavery PEC, for the successful completion of the Project:

Action/Activity	Deadline
Revised workplan and methodology to be provided by the Project Team to the Modern Slavery PEC	
Presentation of interim findings	
Delivery of full draft of project report	
Delivery of summary briefing for policymakers and any other required outputs (outlined in the call)	
Delivery of final outputs	

## 12. Publication, Communication and Acknowledgements

- 12.1. The Project Team are asked to produce two key publications in collaboration with the Modern Slavery PEC (see 10. Delivery of Project for details on the timeline).
- 12.1.1. A final report of no more than 10,000 words (excluding references/annexes)
- 12.1.2. A summary briefing of no more than 2000 words
- 12.2. Branding and communication of the above two outputs will primarily be coordinated by the Modern Slavery PEC to ensure timely and impactful dissemination to relevant stakeholders.
- 12.3. In addition to the above outputs, The Subgrantee can, subject to the procedures laid down by the Subgrant Holder, publish the results of the research in accordance with normal academic practice and the UKRI policy on open access. For further information please visit the [UKRI Open Access page](#) and see also the [UKRI Open Access Policy](#)
- 12.4. Publications and other forms of media communication, including media appearances, press releases and conferences related to the Project, must explicitly acknowledge the support received, quoting the grant reference number. Publications should acknowledge the funding source using this standard format:
- 'This work was supported by the Modern Slavery and Human Rights Policy and Evidence Centre, a Wave 2 investment of The UKRI Strategic Priorities Fund under the AHRC Grant AH/T012412/1'.*
- 12.5. The Modern Slavery PEC and AHRC logos must be used on all materials produced that are associated with the Project, unless third party restrictions apply, for example, where a publisher or webpage host declines.

## 13. Termination

- 13.1. The Modern Slavery PEC may terminate this agreement upon written notice on the occurrence of any of the following events:
- 13.1.1. the Subgrant Holder enters into bankruptcy or liquidation or any other arrangement for the benefit of its creditors; or
- 13.1.2. the Subgrant Holder is in material breach of any of its obligations and is not capable of remedy; or
- 13.1.3. the Subgrant Holder is in material breach of any of its obligations and such breach is capable of remedy, but the Subgrant Holder remains in breach on the expiry of 28 calendar days after receipt of written notice from the Modern Slavery PEC specifying the breach and action reasonably required to remedy the issue.



## **14. Impact**

14.1. The Subgrant Holder acknowledge that each Party to this Sub-award Agreement is required by the Funder to demonstrate its impact. The Sub-award Recipient agree to comply with all reasonable requests made by the Modern Slavery PEC to provide such information (not including Confidential Information) as the Modern Slavery PEC may reasonably require to address requirements placed on it. Such information may include (in relation to the Project), but shall not be limited to, effects, changes or benefits to the economy, society, public policy or services, health and the environment.

## **15. Research misconduct**

15.1. The Sub-award Recipient shall ensure that it has well defined arrangements for investigating and resolving allegations of research misconduct. Where an allegation of research misconduct arises in respect of an individual Party's participation in the Project and leads to a subsequent formal investigation, the Sub-award Recipient shall inform the Modern Slavery PEC of the investigation and its outcome.

## **16. Dispute resolution**

16.1. If any dispute arises out of this Agreement, the Parties will first attempt to resolve the matter informally through designated senior representatives of each Party to the dispute, who are not otherwise involved with the Project. If the Parties are not able to resolve the dispute informally within a reasonable time not exceeding 1 months from the date the informal process is requested by notice in writing, they will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.

## **17. Entire agreement**

17.1. This Agreement and the Annex (which is incorporated into and made a part of this Sub-award Agreement) constitute the entire agreement between the Parties for the Project and no statements or representations made by any Party have been relied upon by the other in entering into this Sub-award Agreement.