



## Contract for a SPARC Award (Draft 12 May 2005)

Between

The University of Reading, Whiteknights House, Whiteknights, Reading, RG6 6AH  
(Reading)

And XXX (the Research Organisation)

Whereas Reading is in receipt of funds from the EPSRC and BBBSRC

Whereas Reading and the Research Organisation have agreed the Research Project  
as set out in Annex 1 (the Project)

### It is now agreed:

The Investigator will be

The agreed costs of the project are

This agreement will start on and finish on

The Terms and Conditions are as attached.

Signed for and on behalf of

The University of Reading

Signed for and on behalf of

XXX

.....

.....

Angela Pettit  
Contracts Officer

Date:

Date:

## TERMS AND CONDITIONS

1. The Research Organisation is required to have in place agreed procedures for governing good scientific practice that meet the requirements of the EPSRC publication "Good Practice in Scientific and Engineering Research"
2. If the approval of a Research Ethics Committee is required for the research the Research Organisation and the investigator have an absolute responsibility for ensuring that such approval is granted before any research is undertaken.
3. The Research Organisation is responsible for managing and monitoring the conduct of medical and health research consistent with the Department of Health's Research Governance framework. Where health-related research within social sciences falls outside this framework (this may involve patients, NHS staff or organisations but is defined as posing no clinical risk or harm to the subjects of the research) the provisions and guidelines of the ESRC Research Ethics Framework must be observed. Significant developments must be assessed as research proceeds, especially those involving safety and wellbeing. Where such problems are identified the Research Organisation must take appropriate action which may include temporarily suspending or terminating the research.
4. Wherever possible, researchers must adopt procedures and techniques that avoid the use of animals. Where this is not possible the number of animals and the severity of the procedure is to be kept to a minimum. The provisions of the Animals (Scientific Procedures) Act 1986, and any amendments, must be observed and all necessary licences must have been received before the commencement of any work requiring approval.
5. The funds awarded will not be increased. The funds may be deployed in such a manner as to best carry out the research. However an explanation should be given in the final report where expenditure differs from the sum awarded under an particular heading by more than 20%
6. The Research Organisation must accept all the normal duties and responsibilities of an employer.
7. Interim Reports will be due at six (6) monthly intervals and a Final Report will be due within three (3) months of the end of the Project.
8. Payments will be made bi-annually in arrears on receipt of the appropriate invoice and subject to a satisfactory six monthly report. The Research Organisation shall submit invoices to Professor Peter Lansley of the School of Construction Management and Engineering of the University of Reading for authorisation and payment. All invoices should be submitted on a bi-annual in arrears basis for the work The Research Organisation has performed. Payment will be made within thirty (30) days of receipt of the relevant invoice. The final invoice should be received within three (3) months of the end of the project. Payment of the final invoice will not be made until receipt and acceptance of the Final Report.

9. All intellectual property rights will belong to the Research Organisation. It is the responsibility of the Research Organisation, and all engaged in the project to make every effort to ensure that any potentially valuable results obtained in the course of the research are exploited and that there is a suitable return to the Research Organisation, the Investigator and all other researchers from any such exploitation.
10. The Investigator is encouraged to attend meetings to exchange information and ideas with others who are pursuing research in the same or similar fields. The Investigator and research assistants employed on the project are expected to attend at least two SPARC workshops and to present their work at these when requested.
11. The Investigator should, subject to the procedures laid down by the Research Organisation, publish the results of the research arising from the Project in accordance with normal academic practice. It is the responsibility of the Research Organisation and the Investigators to actively communicate the research to the public at both local and national level, and to raise awareness of the role of science and research in any related issues of public interest. Publications and communications, including media appearances, press releases and conferences should acknowledge the support received from the BBSRC and EPSRC funded SPARC Initiative.
12. In the event that the Investigator intends to transfer to another Organisation it is expected that this contract will be also be transferred provided the Organisation is eligible to hold research contracts and provide a suitable environment for the successful completion of the Project. The Research Organisation must notify Reading and written agreement is required from both the relinquishing and receiving organisations. Reading will not be liable for any costs that may arise from the transfer of staff between institutions.
13. Reading accepts no liability, financial or otherwise, for expenditure or liability arising from the research funded by this agreement, except as set out in these terms and conditions, or otherwise agreed in writing.
14. Reading reserves the right to revise or terminate this agreement at any time, subject to reasonable notice and to the payment of any final instalment that may be necessary to cover outstanding and unavoidable commitments.
15. This contract is governed by the laws of England and Wales; all matters relating to this contract will be subject to the exclusive jurisdiction of the courts of England and Wales. If any provisions of these terms and conditions are found to be illegal invalid or unreasonable by a court or other legitimate body it will not affect the remaining terms and conditions which will continue in force.