



CENTRE FOR RESEARCH AND
EVIDENCE ON SECURITY THREATS

Lancaster
University



CREST SUBAWARD

THIS SUBAWARD dated

2021 is made BETWEEN:

- (1) **LANCASTER UNIVERSITY**, an educational body created by Royal Charter, whose administrative offices are at University House, Bailrigg, Lancaster, LA1 4YW (hereinafter “**Lancaster**”);
- (2) [INSERT NAME OF PARTY] an [educational body created by Royal Charter/limited company registered in England and Wales under Company Number #####] of [insert address] (the “**Contractor**”)

each a “Party” and collectively “the Parties”

WHEREAS

- A. Lancaster was the lead applicant in a proposal to the Economic and Social Research Council (hereinafter “**ESRC**”) for funding to operate the Centre for Research and Evidence on Security Threats, at Lancaster University (hereinafter “**CREST**”) and also referred to within the Head Contract (as defined below) as (the “**Hub**”) with funding provided by the UK Security and Intelligence Agencies; and
- B. Lancaster (along with the University of Portsmouth Higher Education Corporation and University of Bath) successfully bid to the ESRC for additional funding to continue to operate CREST in 2018-2020 and the ESRC awarded additional funds to Lancaster under grant ref: ES/N009614/1 to continue operating CREST in 2018-2020; and
- C. Lancaster (along with the University of Portsmouth Higher Education Corporation, University of Bath, University College London and the University of Central Lancashire) successfully bid to the ESRC for additional funding to continue to operate CREST in 2020-2023 with funding to be provided by both the UK Security and Intelligence Agencies and the UK Home Office; and
- D. ESRC under its Grant Offer Letter dated 11th September 2020 awarded additional funds to Lancaster under grant ref: ES/V002775/1 to continue operating CREST for the period 1st October 2020 to 30th September 2023; and
- E. Under the requirements of the funding provided by ESRC as outlined in the funder’s terms to Lancaster dated 11th September 2020 set out Schedule 2 of this Subaward (the “**Head Contract**”), Lancaster is obliged to make funds available by way of funding calls for i) workshops, ii) short term projects and iii) long term projects which will

assist Lancaster in meeting the objectives of the CREST Programme (as defined below); and

F. The Contractor has applied to Lancaster for funding under the Call entitled [insert name of call] and has been successful in securing funding from Lancaster in order to undertake [the delivery of a workshop/a short term project/a long term project] entitled [insert name of workshop/project] as more fully specified in i) the Call Specifications and ii) the Work Plan; (together the “**Allocated Work**”); and

G. Lancaster wishes the Contractor to carry out the Allocated Work as envisaged in the Call Specifications and the Work Plan, always in accordance with the terms of this Subaward and the Head Contract.

In the event of any conflict between the terms of this Subaward and the terms of the Head Contract, then the terms of the Head Contract will prevail.

This Subaward sets out the terms under which the Contractor shall perform the Allocated Work:

1. DEFINITIONS

1.1 The following expressions shall have the following meanings in this Subaward including its recitals, unless the context requires otherwise:

‘Advisory Group’	shall mean a committee of external experts, managed by Lancaster, which will advise on the strategic direction of the CREST research as a whole, the terms of reference for which will be developed in accordance with the requirements of the Head Contract;
‘Agenda’	shall mean one of the overarching agendas of CREST, namely i) Knowledge Synthesis Agenda, ii) Original Research Agenda, iii) Communication Agenda, iv) Network Agenda and v) Capacity Building Agenda;
‘Arising Intellectual Property’	shall mean any Intellectual Property which is generated or first reduced to practice by the Contractor directly as a result of the work undertaken in accordance with this Subaward;
‘Background Intellectual Property’	shall mean any Intellectual Property excluding Arising Intellectual Property owned or controlled by i) Lancaster, or ii) the Contractor prior to commencement of or independently from the performance of the Allocated Work, and which the owning Party contributes or uses in the course of performing the Allocated Work;
‘Call Specifications’	shall mean the document setting out Lancaster’s requirements for the Allocated Work, made available to the Contractor prior to the making of the

	Contractor's application for funding and appended to this Subaward at Schedule 3;
'Centre Manager'	shall mean currently Nicola Ronan of Lancaster;
'Confidential Information'	shall mean any Background Intellectual Property or other information of a confidential or sensitive nature disclosed by one Party to the others for use in the Allocated Work and identified as confidential before or at the time of disclosure. For the avoidance of doubt, Confidential Information excludes information provided to any party by any employee, agent, official representing the UK Security and Intelligence Agencies or the UK Home Office, which shall be treated as Sensitive Information unless the discloser explicitly instructs otherwise;
'CREST Data Management Policy'	shall mean the Data Management Policy set out at Schedule 5 to this Subaward, as updated and amended by agreement of the Leadership Team;
'Director'	shall mean Professor Paul Taylor, of Lancaster, who is also the Principal Investigator for the purposes of the Head Contract;
'Executive Director'	shall mean currently Dr Matthew Francis of Lancaster;
'Funding Body'	shall mean UK Research and Innovation (formally ESRC), who are in receipt of funding from the UK Security and Intelligence Agencies and the UK Home Office;
'GSC'	shall mean 'Grant Specific Condition', as found in the Head Contract;
'Intellectual Property'	shall mean 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), trade marks, trade names and service marks, applications for any of the above;
'Key Personnel'	shall mean the key members of Contractor staff identified in the Work Plan who shall be engaged to carry out the Allocated Work;

‘Management Team’	shall mean the management team established by Lancaster to oversee the day to day progress of CREST, consisting of i) the Director, ii) the Executive Director, iii) a Research-to-Practice Fellow, iv) the Communications Director, and v) the Centre Manager.
‘Programme’	shall mean one of the eight (8) Programmes making up the structure of CREST, entitled “Social/Subcultural risk and protective factors”, “Modelling online engagement patterns to infer risk”, “Practice consolidation and assessment”, “Linguistic tools to measure source motivation and intent”, “Develop best practices for online elicitation”, “Offline efficacy of cognitive credibility assessment”, “Factors that deter threat actors and reconnaissance” and “Best practices for disruption and measures of effect”;
‘Programme Directors’	shall be Professor Paul Taylor and Dr Ryan Boyd of Lancaster, Dr Sarah Marsden of St Andrews, Professor Adam Joinson of the University of Bath, Dr Zainab Al-Attar from University of Central Lancashire, Professors Lorraine Hope and Aldert Vrij of the University of Portsmouth Higher Education Corporation and Professor Paul Gill from University College London;
‘Period of Work’	shall be from [insert date] to [insert date] unless extended by agreement in writing between the Parties;
‘RGC’	shall mean UK Research and Innovation standard terms and conditions of grant as found in the Head Contract;
‘Work Plan’	shall mean the detailed Work Plan provided to Lancaster as part of the Contractors application for funding, which is set out at Schedule 1 to this Subaward;
‘SC’	shall mean standard ESRC scheme conditions as found in the Head Contract;
“Security Research Ethics Committee”	shall mean the Committee chaired by Professor John Towse of Lancaster. This Committee will consider issues relating to i) the potential misuse of the research generated by the CREST Programme, ii) the risks and benefits of public sharing, especially to national security; iii) the best way to promote public

consumption and ensure transparency; and iv) the wellbeing and security of personnel. Also referred to as “SREC”.

‘Sensitive Information’

shall mean any information disclosed to the Contractor (either directly or via Lancaster) by the UK Security and Intelligence Agencies or the UK Home Office, including information of a classified or sensitive nature, in respect of which any further security arrangements are required in accordance with GSC ‘Security Arrangements’ of the Head Contract.

In this Subaward, references to Clauses and Schedules refer to clauses and schedules of this Subaward; and the singular form of any word includes the plural, and vice versa, as required by the context.

THE PARTIES HEREBY AGREE

2. THE RESEARCH

- 2.1 The Parties shall undertake the Allocated Work as specified in the Call Specifications and the Work Plan. The Contractor shall be bound *mutatis mutandis* by the terms and conditions of the Head Contract, which form part of this Subaward; except that provisions of the Head Contract that are particular to Lancaster or the Principal Investigator shall apply only to Lancaster.
- 2.2 The Allocated Work shall be performed by the persons named in the Work Plan, where relevant.
- 2.3 In respect of the Allocated Work, the Contractor will use its reasonable endeavours to provide adequate facilities; to obtain any requisite materials, equipment and personnel; and to carry out their work diligently. Although the Contractor will use its reasonable endeavours to perform the Allocated Work, the Contractor does not undertake that the Allocated Work carried out under or pursuant to this Subaward will lead to any particular result, nor is the success of such work guaranteed.
- 2.4 The Contractor will use reasonable endeavours to meet the milestones and deadlines set out in the Work Plan at Schedule 1, and in accordance with any Key Performance Indicators specified in the Call Specifications. In the event that there is any conflict between the Work Plan and the Call Specifications, the Call Specifications will prevail.
- 2.5 The Contractor will, where relevant in respect to the undertaking of the Allocated Work, in accordance with GSC ‘Dissemination and Publication of Outputs’ of the Head Contract and subject to the review requirements thereof, deposit all unclassified data sets with the UK Data Service.
- 2.6 The Parties will comply with all requirements of the relevant Institutional Ethics Committee in respect of the Allocated Work, and shall also refer a copy of all applications to CREST’s Security Research Ethics Committee for consideration as soon as is reasonably practical. Each Party will comply with the requirements of the Security Research Ethics Committee.

3. FINANCES

- 3.1 The Funding Body has undertaken to provide funding for CREST, including the funds for the Allocated Work. The sole financial obligation of Lancaster under this Subaward shall be to forward the payments allocated to the other Parties, in accordance with Schedule 3 of this Subaward, and only when received by the Funding Body.
- 3.2 In the event that the Funding Body requires the reimbursement by Lancaster of any sums paid to the Contractor under this Subaward, then to the extent that such requirement arises from the acts or omissions of the Contractor, the Contractor hereby agrees to reimburse Lancaster the sum received by the Contractor together with any interest charged thereon.
- 3.3 Payment to the Contractor is contingent upon i) the completion of the Allocated Work within the Period of Work, unless otherwise agreed in writing with Lancaster, and ii) the completion of the Allocated Work to the reasonable satisfaction of Lancaster, in accordance with the Work Plan, the Call Specifications and the Head Contract.
- 3.4 Subject to clause 3.3 above, Lancaster will pay the Contractor the grant funding as specified in Schedule 4, which shall be used by the Contractor for the purposes of the Allocated Work only. All sums shall be paid quarterly in arrears, and shall be paid within thirty (30) days after receipt of a valid invoice from the Contractor. Invoices should be sent to [Mr Philip Simpson] Research Services (Post-Award Team), Bowland Main, Bailrigg, Lancaster, LA1 4YT, email rso_postaward@lancaster.ac.uk quoting reference [....].

4. PROJECT MANAGEMENT

- 4.1 One of the Project Directors, as part of their role in leading a Programme or in respect of their work on an Agenda, will be made available to the Contractor for guidance and support in respect of the carrying out of the Allocated Work. Lancaster will inform the Contractor as to which Project Director will be made available for this purpose. The Communications Team for the CREST Programme will also be reasonably available to the Contractor to assist with public engagement support and assistance.
- 4.2 The Contractor will comply with all Project Management requirements set out in the Call Specifications, and any additional project management requirements which may be reasonably required by Lancaster during the course of the Allocated Work.
- 4.3 The Contractor will comply with the CREST Data Management Policy at all times, which is appended to this Subaward at Schedule 5.

5. REPORTING

- 5.1 The CREST reporting obligations to the Funding Body are set out in the Head Contract, and Lancaster may require the Contractor to provide such information concerning the Allocated Work as may be reasonably required in order for Lancaster to meet those reporting obligations. For the avoidance of doubt, these reporting obligations may include:
 - 5.1.1 Annual progress reports required by GSC 'Monitoring and Evaluation' of the Head Contract;

- 5.1.2 Regular updating of the risk register required by GSC 'Risk Management' of the Head Contract;
- 5.1.3 Expenditure Statements required under RGC 10 of the Head Contract;
- 5.1.4 Exceptional reporting requirements imposed by the Funding Body under SC 'Monitoring' or SC 'Reporting' or SC 'Evaluation' or SC 'Special Review' of the Head Contract.

6. PUBLICATION AND CONFIDENTIALITY PROCEDURES

- 6.1 Subject to Clauses 6.4 and 6.5, each Party will use all reasonable endeavours not to disclose to any third party any Confidential Information nor use for any purpose except as expressly permitted by this Subaward, any of another Party's Confidential Information.
- 6.2 No Party shall incur any obligation under Clause 6.1 with respect to information which:
 - 6.2.1 is known to the receiving Party before the start of the Period of Work, and not impressed already with any obligation of confidentiality to the disclosing Party; or
 - 6.2.2 is or becomes publicly known without the fault of the receiving Party; or
 - 6.2.3 is obtained by the receiving Party from a third party in circumstances where the receiving Party has no reason to believe that there has been a breach of an obligation of confidentiality owed to the disclosing Party; or
 - 6.2.4 is independently developed by the receiving Party; or
 - 6.2.5 is approved for release in writing by an authorised representative of the disclosing Party; or
 - 6.2.6 the receiving Party is specifically required to disclose in order to fulfil an order of any Court of competent jurisdiction provided that, in the case of a disclosure under the Freedom of Information Act 2000, none of the exemptions in that Act applies to the Confidential Information.
- 6.3 If any Party receives a request under the Freedom of Information Act 2000 or The Freedom of Information (Scotland) Act 2002 to disclose any information in relation to the Allocated Work or CREST (including Confidential Information but excluding Sensitive Information which is governed by Clause 6.10 below), it will immediately notify the other Party, providing a copy of the request. The other Party will respond within five working (5) days after receiving notice if the notice requests assistance in determining whether or not an exemption in that Act applies.

Publications:

- 6.4 The main objective of the CREST Programme is the advancement of education through teaching and research. There must therefore be some element of public benefit arising from the CREST Programme and the Allocated Work, and this is secured through the following sub-clauses.
 - 6.4.1 Where applicable, this Subaward shall not prevent or hinder registered students of either Party from submitting for degrees of that Party theses based on results obtained during the course of work undertaken as part of the Allocated Work; or

from following that Party's procedures for examinations and for admission to postgraduate degree status.

6.4.2 In accordance with normal academic practice, all employees, students, agents or appointees of the Parties (including those who work on the Allocated Work) shall be permitted:-

6.4.2.1 following the procedures laid down in Clause 6.6 and 6.7, to publish results, jointly where applicable, obtained during the course of work undertaken as part of the Allocated Work; and

6.4.2.2 in pursuance of the Parties' academic functions (where appropriate), to discuss work undertaken as part of the Allocated Work in internal seminars and to give instruction within their organisation on questions related to such work.

6.5 Each Party shall submit Arising Intellectual Property intended for publication to the other Party in writing not less than thirty (30) days in advance of the submission for publication. The publishing Party may be required to delay submission for publication if in any other Party's opinion such delay is necessary in order for that other Party to seek patent or similar protection for material in respect of which it is entitled to seek protection, or to modify the publication in order to protect Confidential Information. A delay imposed on submission for publication as a result of a requirement made by the other Party shall not last longer than is absolutely necessary to seek the required protection; and therefore shall not exceed three (3) months from the date of receipt of the material by such Party, although the publishing Party will not unreasonably refuse a request from the other Party for additional delay in the event that property rights would otherwise be lost. Notification of the requirement for delay in submission for publication must be received by the publishing Party within thirty (30) days after the receipt of the material by the other Party, failing which the publishing Party shall be free to assume that the other Party has no objection to the proposed publication.

6.6 In accordance with GSC 'Dissemination and Publication of Outputs' of the Head Contract, all publications must be reviewed by the nominated named point of contact for the UK Security and Intelligence. This is intended to be a light touch and rapid turnaround process and there will be no obligation to make amendments unless draft publications contain information that is in breach of the Official Secrets Act or any confidentiality agreements, or could have a detrimental impact to national security through the disclosure of sensitive, classified and/or personal information. Such review must occur prior to publication and publication may not occur until approval is provided. All publications of any sort must be forwarded to Lancaster, and Lancaster will arrange for their review under GSC 'Dissemination and Publication of Outputs' of the Head Contract.

6.7 The provisions of Clause 6.1 and 6.2 shall survive for a period of five (5) years from the date of termination of this Subaward in respect of Confidential Information. Where Sensitive Information is disclosed, the Parties will comply with any obligations imposed for the time period specified by the discloser. The obligations of Clause 6.4 shall survive without limit of time.

Sensitive Information

- 6.8 Where the Contractor receives Sensitive Information, either directly from the owner or indirectly from Lancaster, the Contractor will comply with any requirements imposed by the UK Security and Intelligence Agencies in order to access such data, as specific in GSC 'Security Arrangements' of the Head Contract.
- 6.9 The Parties acknowledge that the Allocated Work may require access to Sensitive Information of a highly confidential or classified nature, and will take all necessary steps to ensure the security and protection of such Sensitive Information, in accordance with the CREST Data Management Policy and any instructions from the UK Security and Intelligence Agencies or UK Home Office.
- 6.10 If any Party receives a request under the Freedom of Information Act 2000 or The Freedom of Information (Scotland) Act 2002 to disclose any Sensitive Information, it will immediately refer the request to the Director in order that Lancaster can forward the request the UK Security and Intelligence Agencies and/or UK Home Office, as required by GSC 'Freedom of Information' of the Head Contract.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 For the avoidance of doubt all Background Intellectual Property used in connection with the Allocated Work shall remain the property of the Party introducing the same. Neither Party will make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the ownership or use of any of the Background Intellectual Property of another Party or entity except under the terms of this Subaward. Each Party acknowledges and confirms that nothing contained in this Subaward shall give it any right, title or interest in or to the Background Intellectual Property of the other Parties save as granted by this Subaward. The Parties agree that any improvements or modifications to a Party's Background Intellectual Property arising from the Allocated Work which are not severable from that Background Intellectual Property will be deemed to form part of that Party's Background Intellectual Property.
- 7.2 In accordance with GSC 'Intellectual Property Rights' of the Head Contract, no Party will assert any right of ownership over any pre-existing intellectual property rights of UK Security and Intelligence Agencies or any other government department or agency and will use such pre-existing intellectual property only as permitted by the owner.
- 7.3 Each Party grants the others a royalty-free, non-exclusive licence for the duration of the Period of Work to use its Background Intellectual Property for the sole purpose of carrying out the Allocated Work and for the CREST Programme. No Party may grant any sub-licence over or in respect of the other's Background Intellectual Property.
- 7.4 The Arising Intellectual Property generated by the Contractor in the course of performing the Allocated Work shall be owned by Lancaster. The Contractor shall, to the extent that the Arising Intellectual Property is capable of prospective assignment, assign the Arising Intellectual Property to Lancaster. Where the Arising Intellectual Property is not capable of prospective assignment, the Contractor undertakes to assign the Arising Intellectual Property to Lancaster.
- 7.5 The Contractor shall promptly disclose to Lancaster all Arising Intellectual Property generated by it and the Contractor shall co-operate, where reasonably required and at the reasonable cost to Lancaster, in relation to the preparation and prosecution of patent applications and any other applications relating to Arising Intellectual Property.

- 7.6 Subject to the terms of the Head Contract, the Contractor is hereby granted an irrevocable, non-transferable, royalty-free right to use all Arising Intellectual Property generated in the course of the Allocated Work for academic and non-commercial research purposes, including research involving projects funded by third parties provided that those parties gain or claim no rights to such Arising Intellectual Property.
- 7.9 If any Party (the “**Exercising Party**”) requires the use of Background Intellectual Property of any other (the “**Other Party**”) in order to exercise its rights in Arising Intellectual Property (whether solely or jointly owned) then, provided the Other Party is free and able to license the Background Intellectual Property in question, the Other Party will not unreasonably refuse to grant or delay granting a licence to the Exercising Party so that the Exercising Party may use such Background Intellectual Property for the purpose of exercising its rights in Arising Intellectual Property.
- 7.10 Both Parties expressly acknowledge that the UK Security and Intelligence Agencies and UK Home Office have the right to use all Arising Intellectual Property in accordance with GSC ‘Intellectual Property Rights’ of the Head Contract.

8. ASSIGNMENT

Neither Party will assign this Subaward without the prior written consent of the other Parties, such consent not to be unreasonably withheld, denied or delayed. Neither Party shall subcontract any part of their obligations under this Subaward without the written consent of Lancaster and the Funding Body.

9. TERM AND TERMINATION

- 9.1 Subject to clauses 9.3 and 9.8, this Subaward will enter into force at the commencement of the Period of Work, and will expire at the end of the Period of Work, or when the Allocated Work is completed, whichever is the latter.
- 9.2 Either Party (the “**Terminating Party**”) may terminate its involvement in this Subaward by giving at least ninety (90) days prior written notice to the other Party of its intention to terminate if another Party (the “**Party in Breach**”) commits a material breach of the terms of this Subaward, or is persistently in breach of this Subaward in such a manner that the Terminating Party is hindered in its ability to carry out its obligations in respect to the Allocated Work. The notice shall include a detailed statement describing the breach. If the breach is capable of being remedied and is remedied within the ninety (90) day notice period, then the termination shall not take effect. If the breach is of a nature such that it can be fully remedied but not within the ninety (90) day notice period, then termination shall also not be effective if the Party in Breach begins to remedy the breach within that period, and then continues diligently to remedy the breach until it is remedied fully. If the breach is incapable of remedy, or a persistent breach, then the termination shall take effect at the end of the ninety (90) day notice period in any event.
- 9.3 All rights acquired by the Terminating Party to Background Intellectual Property and Arising Intellectual Property of the other Parties shall cease immediately other than:
- 9.3.1 the obligation upon the Contractor to assign all Arising Intellectual Property to Lancaster; and

- 9.3.2 any licence to Background Intellectual Property granted to Lancaster where such a licence is necessary to achieve the objectives of the CREST Programme, or to make use of the Arising Intellectual Property.
- 9.4 The Contractor agrees to notify Lancaster promptly if at any time their Key Personnel becomes unable or unwilling to continue the performance of the Allocated Work. Within thirty (30) days after such incapacity or expression of unwillingness that Party shall nominate a successor to replace their Key Personnel. Lancaster will not decline unreasonably to accept the nominated successor. However, if the successor is not acceptable to Lancaster or the Funding Body on reasonable and substantial grounds, then this Subaward may be terminated by Lancaster giving at least thirty (30) days' written notice to the Contractor.
- 9.5 The expiration of the Period of Work, or the termination of this Subaward under Clauses 9.1 or 9.4, shall cause the termination with effect from the date of expiry or termination of the obligations imposed on the Parties under Clause 2. This Subaward shall also terminate in the event that the Funding Body exercises its right of termination under GSC 'Changes or Termination' of the Head Contract. In such circumstances, this Subaward shall be deemed to terminate on the date on which the Funding Body's termination takes effect.
- 9.6 If either Party (a) passes a resolution for its winding-up; or if (b) a court of competent jurisdiction makes an order for that Party's winding-up or dissolution; or makes an administration order in relation to that Party; or if either Party (c) appoints a receiver over, or an encumbrancer takes possession of or sells an asset of, that Party; or (d) makes an arrangement or composition with its creditors generally; or (e) makes an application to a court of competent jurisdiction for protection from its creditors generally; this Subaward shall be deemed to have terminated with immediate effect from the occurrence of such event. Upon such termination the effect of Clause 9.3 shall continue to take effect.
- 9.7 In the event that it is agreed by the Parties that there are no longer valid reasons for continuing with the Allocated Work, the Parties may decide by agreement to terminate this Subaward. In the event of such termination the Contractor shall be reimbursed for all costs and non-cancellable commitments properly charged in accordance with this Subaward and incurred or committed up to the date of termination, providing that such funds have been or are able to be recovered from the Funding Body. For the avoidance of doubt, Lancaster shall not be required to contribute to any losses suffered by the Contractor in circumstances where costs have not been recovered from the Funding Body.
- 9.8 The following Clauses will survive the termination or expiry of this Subaward: 2.6, 3.2, 4.3, 5, 6, 7, 9, 10 and 13.3.

10. LIMITATION OF LIABILITY

- 10.1 No Party makes any representation or warranty that advice or information given by any of its employees, students, agents or appointees who work on the Allocated Work, or the content or use of any materials, works or information provided in connection with the Allocated Work, will not constitute or result in infringement of third-party rights.

- 10.2 No Party accepts any responsibility for any use which may be made of any work carried out under or pursuant to this Subaward, or of the results of the Allocated Work, nor for any reliance which may be placed on such work or results, nor for advice or information given in connection with them.
- 10.3 The Parties undertake to make no claim in connection with this Subaward or its subject matter against any employees, students, agents or appointees of the other Party (apart from claims based on fraud or wilful misconduct). This undertaking is intended to give protection to individual researchers: it does not prejudice any right which a Party might have to claim against any other Party.
- 10.4 The liability of both Parties for any breach of this Subaward, or arising in any other way out of the subject-matter of this Subaward, will not extend to loss of business or profit, or to any indirect or consequential damages or losses.
- 10.5 In any event, the maximum liability of any Party under or otherwise in connection with this Subaward or its subject matter shall not exceed the monies received by that Party under this Subaward as detailed in Schedule 3.
- 10.6 Nothing in this Subaward limits or excludes either Party's liability for:
- 10.6.1 death or personal injury resulting from negligence; or
 - 10.6.2 any fraud or for any sort of other liability which, by law, cannot be limited or excluded.
- 10.7 If any sub-clause of this Clause 10 is held to be invalid or unenforceable under any applicable statute or rule of law then it shall be deemed to be omitted, and if as a result any Party becomes liable for loss or damage which would otherwise have been excluded then such liability shall be subject to the remaining sub-clauses of this Clause 10.

11. NOTICES

Lancaster's representative for the purpose of receiving reports and other notices shall until further notice be:

Dion Williams, Director of Research, Enterprise and Innovation, Bowland Main, Lancaster University, Bailrigg, Lancaster, LA1 4YT (email d.williams2@lancaster.ac.uk)

With a copy to the CREST Director:

Professor Paul Taylor, Department of Psychology, Fylde College, Bailrigg, Lancaster, LA1 4YF (email: p.j.taylor@lancaster.ac.uk)

The Contractor's representative for the purpose of receiving reports and other notices shall until further notice be:

[insert]

12 FORCE MAJEURE

- 12.1 Neither Party shall be liable for failure to perform its obligations under this Subaward, nor be liable to any claim for compensation or damage, nor be deemed to be in breach of this Subaward, if such failure arises from an occurrence or circumstances beyond the reasonable control of that Party (excluding an obligation to make payment).
- 12.2 If the Party affected by such an occurrence causes a delay of three (3) months or more, and if such delay may reasonably be anticipated to continue, then the Parties shall, in consultation with the Funding Body, discuss whether continuation of the Allocated Work is viable, or whether the Allocated Work and this Subaward should be terminated.

13. GENERAL

- 13.1 Clause headings are inserted in this Subaward for convenience only, and they shall not be taken into account in the interpretation of this Subaward.
- 13.2 Nothing in this Subaward shall create, imply or evidence any partnership or joint venture between the Parties or the relationship between them of principal and agent.
- 13.3 Each Party 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 Allocated Work and leads to a subsequent formal investigation, the relevant Party shall inform the Management Team and the Funding Body of the investigation and its outcome. Where an allegation of research misconduct arises in respect of several Parties' participation in the Allocated Work, the relevant Parties will work together to determine how the allegation will be investigated and reported.
- 13.4 Neither Party shall use the name or any trademark or logo of any other Party or the name of any of its staff or students in any press release or product advertising, or for any other commercial purpose, without the prior written consent of the Party(s).
- 13.5 Except as otherwise expressly provided for herein, the Parties confirm that nothing in this Subaward shall confer or purport to confer on any third party any benefit or any right to enforce any term of this Subaward for the purposes of the Contracts (Rights of Third Parties) Act 1999.
- 13.6 The Contractor may not subcontract any part of the Allocated Work, or any obligation set out in this Subaward without the express written consent of Lancaster, unless the intended subcontract and the identity of the intended subcontract are set out in the Work Plan. The Contractor must ensure that all subcontractors are obliged to abide by the terms of this Subaward and the terms of the Head Contract.
- 13.7 This Subaward and its Schedules (which are incorporated into and made a part of this Subaward) constitute the entire agreement between the Parties for the Allocated Work and no statements or representations made by any Party have been relied upon by the other in entering into this Subaward. Any variation shall be in writing and signed by authorised signatories for each Party.
- 13.8 This Subaward shall be governed by English Law and the English Courts shall have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with this Subaward.

- 13.9 If any dispute arises out of this Subaward 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 Allocated Work. If the Parties are not able to resolve the dispute informally within a reasonable time not exceeding two (2) 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.
- 13.10 If any one or more clauses or sub-clauses of this Subaward would result in this Subaward being prohibited pursuant to any applicable competition law then it or they shall be deemed to be omitted. The Parties shall uphold the remainder of this Subaward, and shall negotiate an amendment which, as far as legally feasible, maintains the economic balance between the Parties.
- 13.11 This Subaward may be executed in any number of counterparts, each of which when executed (and delivered) will constitute an original of this Subaward, but all counterparts will together constitute the same agreement. No counterpart will be effective until each party has executed at least one counterpart.
- 13.12 The Parties acknowledge that the Parties are required by their funders to provide evidence of the wider social and economic impact of their research expertise, and the Parties agree to assist with all reasonable requests made by each other to share information on the benefits to the Parties connected to the Allocated Work (not including Confidential Information or Sensitive Information), as well as any wider benefits arising for society, public policy or services, health and the environment.

EXECUTED as an agreement:

SIGNED for and on behalf of Lancaster University

Name:

Position:

Signature:

Date:

SIGNED for and on behalf of [the Contractor]

Name:

Position:

Signature:

Date:

Schedules:

Schedule 1:	The Work Plan
Schedule 2:	The Head Contract (Award Letter)
Schedule 3:	The Call Specifications
Schedule 4:	Financial Details
Schedule 5:	CREST Data Management Policy

Schedule 1: The Work Plan

[TBC]

Schedule 2: The Head Contract (CREST Contract Award Letter Conditions)



Schedule 2 - The
Head Contract.pdf

SCHEDULE 3

THE CALL SPECIFICATIONS

[TBC]

SCHEDULE 4**BREAKDOWN OF COSTS TO CONTRACTOR****Funding Body Grant Ref: ES/V002775/1****Lancaster Ref: IRL 7039 XS01****CREST: CENTRE FOR RESEARCH AND EVIDENCE ON SECURITY THREATS****[TBC]**

The Contractor shall invoice Lancaster quarterly in arrears on the basis of actual expenditure against the budget headings listed in this Schedule 3 and Lancaster shall pay the Contractor within 30 days of said invoices, subject always to receipt of funds from the Funding Body. The final invoice should be sent to Lancaster within two (2) months of the end of the Allocated Work to allow preparation of the final cost statement by Lancaster. (For Research Council awards, the cost statement should include the breakdown of the indexed fEC figures as well as the actual sums claimed.)

The statements should be sent to:

Post-Award Team
[Mr Philip Simpson]
Lancaster University
Research Services
Bowland Main
Bailrigg
Lancaster
LA1 4YT

Email rso_postaward@lancaster.ac.uk

quoting reference IRL 7039 XS01.

SCHEDULE 5

CREST Data Management Policy

Overview. The Data Management plan has been prepared in accordance with the ESRC's Research Data Policy, the Universities UK Concordat to Support Research Integrity, the Open Science guidelines set out by the Centre for Open Science, and the existing data management and research ethics frameworks of all Institutions.

Responsibilities. The PI (Taylor) will have overall responsibility for data management, which includes implementing this Data Management Plan, the Ethical Protocol outlined in Ethical Considerations, and any information security issues raised by the funders. He will be supported by the Centre Manager who will coordinate and manage the relevant protocols using an auditable database. The Lead Investigator for each project (PI for commissioned projects) will work with Taylor to produce protocols for quality assurance, data archiving, and Open Science contributions, involving the Chair of SREC if appropriate. These protocols will outline actions consistent with good research practices and the Centre's overall strategy for data sharing (see below). The Lead investigator will then be responsible for managing their project's data according to these protocols.

Use of existing data. We recognise the opportunities afforded by existing data and will prioritise re-use over reinvention. At the beginning of a project, researchers are encouraged to: (1) discuss with the funder what if any internal data might be available, cognisant of the lead time required to secure access; (2) consider how they might re-use existing CREST data, such as our database of 90,000 truth-lie statements; (3) interrogate the UK Data Archive for relevant data, including methodological tools (e.g. questionnaires); (4) review the literature for equivalent data and, where necessary, contact the authors to obtain the data (e.g. we recently used this approach to gather 11 dataset of digital footprints collected internationally); (5) consider open access data (e.g. the Global Terrorism Database), datasets released by industry and government (e.g. Facebook's fake persona dataset; OfCOM's mobile usage data), and software/materials released by other researchers; and, (6) review repositories such as GitHub for relevant source code and statistical packages, and the OSF for comparable research that may be underway.

The re-use of data is integral to our planned work. For example, our research on online risk assessment will build on a previously collected corpora of XRW fora; our work on online elicitation begins by using the Scharff technique paradigm developed originally by Oleszkiewicz et al. (2014); our work on novel measures of social dynamics will use interaction data from an international company with whom we have an established MoU; and, our intended linguistic analyses will utilise software and code developed at Lancaster and elsewhere (e.g. WMatrix).

Managing new data. The projects outlined in the Case for Support, and those we commission, will produce new qualitative and/or quantitative data. We will use a management lifecycle for these data that emphasises quality assurance and research integrity. It will proceed as follows:

(1) proposals for data collection will emerge from discussions with our funders and, where relevant, other stakeholders. This is a natural extension of our collaborative approach to

research development and it seeks to ensure the collected data are, as far as possible, analogous and relevant to the funders' context—and thus, our findings more relevant to practice;

(2) the collection proposal will be reviewed by the relevant Institutional ethics board and SREC (see Ethical considerations). Their review of protocols for data collection, data entry, digitisation and data checking will ensure appropriate, and where possible, standard practices are put in place. For example, where projects involve the coding of data, we will expect to see the use of clear coding guidelines, a realistic training protocol, multiple coders and appropriate reliability checks;

(3) the collection proposal will be pre-registered on the Open Science Framework (www.osf.io), where we will include our primary hypotheses and intended analysis approach. As has been described elsewhere (Nosek et al., 2018), pre-registration will safeguard the integrity of our data management by limiting poor research practices (e.g. p-hacking, changing predictions). It will also facilitate faster dissemination of our work, supporting our Academic Beneficiaries plans;

(4) once registered, the Lead Investigator will be responsible for ensuring all protocols are followed. Lead Investigators will also take responsibility for training co-investigators, researchers, and support staff in their data protection and research ethics responsibilities. Where Lead Investigators are working on commissioned projects, the Centre will outline these expectations during contracting, and provide further guidance where necessary;

(5) during the course of research, Lead Investigators will be responsible for making necessary amendments to the research design to maintain the integrity of the research. When doing so, they will record these amendments on the Open Science Framework and on CREST's online project management platform. When relevant, they will also seek ethical approval;

(6) Lead Investigators will maintain a complete data file at the data collection site. A master data management file will be kept at LU and maintained by the Centre Manager. This master file will include a project data summary (e.g. OSF link), details of the locations of consent forms, data file names and formats, and archiving plans;

(7) once research is complete, data will be made available alongside metadata that makes clear the original hypotheses, how data were collected, and what each variable denotes. We will use a tiered system to balance data accessibility and confidentiality as follows: (a) Tier 1, Raw Data, refers to consent forms and other materials that identify participants or data origins. These will only be available to the research team. Their safeguarding is the responsibility of the Lead Investigator;

(b) Tier 2, Summary Data, refers to data produced from materials that we do not own (e.g. archival material used with permission). We will make our derived data publicly available along with a clear account of how the originating materials may be accessed. We will be responsive in our efforts to help researchers seeking to replicate our analyses; (c) Tier 3, Primary Data, refers to data that produced the results of our pre-registered research. This will be made publicly accessible in an anonymised form, unless participants did not consent to secondary analysis.

For both Tier 2 and 3 data, we will use formats that are non-proprietary or in common use by the research community (e.g. MS Excel, SPSS, NVivo), and we will make the material available on the OSF platform and the ESRC Data Archive.

(8) Data Management and Quality Assurance will be a standing item on the Research Leadership team's agenda. At each meeting we will undertake a 'deep-dive' on two projects to scrutinise whether or not best practice has occurred, and to consider how the primary input and first order results could be further exploited to benefit academia and our funders.

(9) Data Management and Quality Assurance will be a focus of the Year 2 independent review.

This data management process will apply to the range of data proposed for collection in the Case for Support. In relation to risk assessment, these data include: primary language source material from open-source, UK-centric literatures; openly accessible text data taken from online forums and websites; recordings of in-depth interview with far-right actors; recordings of semi-structured interviews with risk assessment experts. In relation to source handling, these data include: online interviewing protocols as well as the transcripts of interviews undertaken using these protocols offline and online; videos of participants, from a variety of cultural backgrounds, telling truths and lies while being interviewed using credibility assessment protocols; and, participants' verbal and written responses to experimental stimuli, together with their metadata (e.g. personality inventory scores). In relation to deterrence and disruption, these data include: archival data of attack incidents coded for key actor and context variables; communication data and participant metadata from experiments simulating attack planning; and, participants' recorded behaviour in pseudo- experimental field trials assessing linguistic practices.

Expected difficulties of data sharing. The PI and Centre Manager will oversee the archiving of the research data in accordance with the guidelines and protocols of SREC, the originating Institutions, the UK Data Archive and the ESRC's Research Data Policy. The Centre will ensure all data are made available in a timely manner. Typically, this will be at the point we have published outcomes from the work and reported on milestones to the ESRC, or earlier where appropriate.

We anticipate two complications that do not prohibit data sharing but require extra oversight.

The first is when the content of the data exposes researchers to distressing or challenging material (e.g. extremist texts encouraging violence). We have a duty of care to ensure that researchers are not negatively affected by their exposure. The second is where the data, while open source, might be considered sensitive to national security when compiled into a single resource (e.g. data on protective security failures). In both of these cases, we will work constructively with researchers seeking to access the data. Where the data solely requires that safeguards are in place for those viewing the data (e.g. extremist texts encouraging violence), we will make the data available once the requestor has supplied evidence that they have ethical clearance and researcher safeguards in place. Where the data requires more stringent oversight, we will, where possible, invite the requestor to visit the location where the data is held, so they can review it and conduct their own analysis.

Back-up and security. Researchers are expected to consider data security across the research lifecycle. All data collection will be paper free where possible, recorded directly onto lab computers, video camcorder, or other hand-held devices. This encryption is made available by each Institution's Information Technology services. To protect against security risks (e.g. theft), data will not be retained on such devices and will be transferred to an encrypted hard

drive within 24 hours of capture. Data in non-digital formats (e.g. consent forms, interviewer notes) will be recorded in anonymised formats and scanned and stored on our secure servers.

Once collected, all electronic data will be cleaned and anonymised, with any necessary study identifiers kept in a separate secure location. Participants will be given unique codes during testing to allow their data to be withdrawn on request. All researchers, but particularly commissioned researchers from SMEs without HEI infrastructure, may make use of Lancaster's Research Data Storage facility, which supports collaborative working and dispersed, secure online storage.

To support replications on classified data and work related to the funder's direct tasking requests, CREST will make use of three secure data facilities. These facilities are subject to their own robust protocols for data management, which we will follow. The movement of data into and out of these facilities will be reviewed on a case-by-case basis with the funder, aligning with the Cabinet Office guidelines on movement of assets.

Copyright/Intellectual property rights. All relevant data created by each Institution, and the intellectual property (IP) rights therein, will be subject to the IP policy of that Institution. This will generally mean that the data created by an Institution will be the property of that Institution, unless agreed otherwise. One exception relates to existing print or web-based material that is collected and analysed, since the Centre will not have copyright. The common practice in these circumstances, which we will follow, is to maintain a comprehensive list of the resources accessed and to support any researcher seeking to access these data (see Tier 2: Summary Data, above).

Where relevant, CREST will ensure that an organisation undertaking commissioned research understands their rights and responsibilities (e.g. fair use policies) with respect to copyright/IP. This will include ensuring that the ownership of, and IP rights in, all data are agreed formally in advance, with due regard given to the IP policies of all Institutions/organisations involved, and relevant third-party agreements of data providers.

Working with third parties. CREST has much to gain from working with public sector and commercial partners. By licensing its know-how and co-developing new products, CREST may stimulate significant investment into social science for national security. However, it must do so while protecting the interests of our funders and managing the IP and other interests of its researchers. Accordingly, when a new collaborative opportunity is identified, the Centre's Director will discuss it with the funders and the Research Leadership team, proceeding only if both parties agree it to be a valuable proposition that is, inter alia, compliant with CREST's ethical donations policy. We will then work with the third-party to establish a Memorandum of Understanding (MoU) that sets out the goals of the collaboration and all legal and financial terms. These MoUs will follow the format of two existing collaborations that we have in place for government (i.e. the US High value detainee Interrogation Group for exchanging training material) and industry (i.e. with Plexal, for accelerating to product research outputs with industry partners). These MoUs were developed by LU's contracting and commercialisation team, on whose support we will continue to draw.

In cases where the MoU anticipates delivery of products back to the funder, we will ensure that there is no 're-selling' of CREST outputs. This may be in the form of a non-exclusive, royalty free permit to use the IP, thereby ensuring the funder is able to capitalise on its investment while the CREST researcher is able to continue development of her or his IP in other sectors. In addition, should the collaboration lead to very significant investment in the product, the MoU will allow for surplus funds to be directed back into the funding of future

related research. Under this arrangement, the funders will benefit from further development of the research IP over time, since any improvements will feed back into the original product and its contribution to national security.