



CENTRE FOR RESEARCH AND  
EVIDENCE ON SECURITY THREATS

Lancaster  
University



## CREST SUBAWARD

**THIS AGREEMENT** dated \_\_\_\_\_ 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 during the term of the Head Contract (hereinafter “CREST” and also referred to within the Head Contract as the “Hub”) with funding provided by the UK Security and Intelligence Agencies; and
- B. Under the requirements of the funding provided by ESRC, 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; and
- C. 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] (the “Allocated Work”); and
- D. Lancaster wishes the Contractor to carry out the Allocated Work as envisaged in the Call Specifications and the Application, 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;
- ‘Allocated Work’ shall mean the work to be undertaken by the Contractor as specified in i) the Call Specifications and ii) the Work Plan;
- ‘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 Agreement at Schedule 2;
- ‘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, 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, 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;
‘Funding Body’	shall mean ESRC, who are in receipt of funding from the UK Security and Intelligence Agencies;
‘GC’	shall mean ‘Grant Condition’, as found in the Head Contract;
‘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;
‘Leadership Team’	shall mean the committee established by Lancaster to oversee the strategic direction of CREST, consisting of i) the Director, ii) the Deputy Director, iii) each of the Co-Investigators and iv) other support staff from Lancaster, including the Research-to-Practice Fellow, the Communications Director and the Ethics Advocate.
‘Programme’	shall mean one of the 5 Programmes making up the structure of CREST, entitled “Actors and Narratives”, “Ideas, Beliefs & Values in Social Context”, “Online Behaviour”, “Eliciting Information” and “Protective Security & Risk Assessment” each of which will be managed by one of the Parties in accordance with the Work Plan at Schedule 1;
‘Programme Directors’	shall be Professor Kim Knott of Lancaster, Dr Cerwyn Moore of the University of Birmingham; Professor Adam Joinson of the University of the

West of England; Professor Aldert Vrij of the University of Portsmouth and Dr Debi Ashenden of Cranfield University;

- ‘Period of Work’ shall be from [insert date] to [insert date] unless extended by agreement in writing between the Parties;
- ‘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;
- “Security Research Ethics Committee” shall mean the Committee managed by Lancaster which considers 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, including information of a classified or sensitive nature, in respect of which any further security arrangements are required in accordance with Grant Condition 6 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 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 4 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 Agreement, 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 Work Period, 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 Ms Gabbi Burley, Research Support Office (Post-Award), Bowland Main, Bailrigg, Lancaster, LA1 4YT, 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 10 of the Head Contract;
  - 5.1.2 Regular updating of the risk register required by Grant Specific Condition 12 of the Head Contract;
  - 5.1.3 Expenditure Statements required under GC 16 of the Head Contract;
  - 5.1.4 Exceptional reporting requirements imposed by the Funding Body under GC 18 or GC 22 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 4.1 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 Parties 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 4 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 4.

- 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 6.
- 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.
- 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, as required by GSC 7 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 5 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 Allocated 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, the Contractor hereby assigns 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 have the right to use all Arising Intellectual Property in accordance with GSC 5 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 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 involved 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. The other Party 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 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 8 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 another Party 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 14.3

## **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:

The Director of Research and Enterprise Services, Bowland Main, Lancaster University, Bailrigg, Lancaster, LA1 4YT (email c/o h.lowe@lancaster.ac.uk)

With a copy to the 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).
- 13.2 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.

## **14. GENERAL**

- 14.1 Clause headings are inserted in this Subaward for convenience only, and they shall not be taken into account in the interpretation of this Subaward.
- 14.2 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.
- 14.3 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 Leadership 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.
- 14.4 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).
- 14.5 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.
- 14.6 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.

- 14.7 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.
- 14.8 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.
- 14.9 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.
- 14.10 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.
- 14.11 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.

EXECUTED as an agreement:

**SIGNED** for and on behalf of Lancaster University

Name:

Position:

Signature:

**SIGNED** for and on behalf of [the Contractor]

Name:

Position:

Signature:

**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 Contract (Award Letter)**

<https://crestresearch.ac.uk/wp-content/uploads/2015/12/CREST-Offer-Letter.pdf>

**SCHEDULE 3**

**THE CALL SPECIFICATIONS**

**[TBC]**

## **SCHEDULE 4**

### **BREAKDOWN OF COSTS TO CONTRACTOR**

**Funding Body Grant Ref: ES/N009614/1**

**Lancaster Ref: [TBC]**

**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:

Research Post-Award Finance  
Ms Gabbi Burley  
Bowland Main  
Bailrigg  
Lancaster  
LA1 4YT  
quoting reference [TBC].

## SCHEDULE 5

### CREST Data Management Policy

The Data Management plan of CREST has been prepared in accordance with the ESRC's Research Data Policy, the Universities UK Concordat to Support Research Integrity, and the existing data management and research ethics frameworks of all Institutions.

#### Collecting new data

It is important that any new qualitative and/or quantitative data generated as part of CREST activities (including Commissioned work) are managed in a clear and consistent fashion so that CREST can be accountable to outside scrutiny.

**The existence of data, and its original raw form, is to be stored on the site where the data is collected. A record of the data is kept by the Commissioned Project Principal Investigator (henceforth Lead investigator).**

All data will be managed using a tiered system that ensures both public accessibility and participant confidentiality. Specifically:

(1) Raw data, including consent forms, and any other materials that identify participants or the data origins, will only be available to the immediate research team. All researchers will be trained fully in the handling of this data, overseen by the Lead investigator.

(2) Summary data, pertaining to published research (e.g., experimental datasheets), will be made available to requestors. These data will be stored in formats that are non-proprietary or in common use by the research community, such as MS Excel, SPSS, NVivo and tab-delimited text for use in R Studio.

(3) New data will be made publically accessible, with consent, in an anonymised form, in accordance with the protocol outlined in *Preparation of data sharing and archiving* (see below).

#### Quality assurance of data

The protocols for data collection, entry, digitisation and checking for each activity will be assessed by SREC. They will ensure appropriate, and where possible, standard protocols 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. Similarly, for transcribed data, we will expect comprehensive transcription guidelines, spot checking for guideline compliance and errors, and independent double-transcription of sections of data to ensure consistency.

In all cases, the Lead investigator for the activity will be responsible for ensuring the protocols are followed. He or she will maintain a complete master data file at the collection site. An overarching data management file will be kept at Lancaster University and will be monitored and maintained by the Centre Manager. This management file will include a summary of existing site data, experimenter notes, details of the locations of consent forms, data file names and formats, and plans for archiving.

The Lead investigators will also take responsibility for training co-investigators, researchers, and support staff in their Data Protection and Research Ethics responsibilities.

### **Back-up and security of data**

All data collection will be paper free where possible, recorded directly onto encrypted laptops, 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), no data will be retained on this equipment and it will be transferred to encrypted hard drives within 24 hours of capture. Data in non-digital formats (e.g. consent forms, interviewer notes) will be recorded in anonymised formats and stored in stand-alone locked cabinets in secure rooms.

Once collected, all electronic data will be cleaned, anonymised and stored on robust, secure servers at the relevant Institution/organisation in a timely manner. Any necessary study identifiers will be kept in a secure place separate from the anonymised data. Participants will be given unique codes at the point of test to allow for their data to be identified should they request to withdraw. The investigators will also make use of Lancaster's Research Data Storage server, which supports collaborative working, and dispersed, secure storage. All investigators will upload a copy of their anonymised data to this system, which will support the management, archiving and sharing of the data after the activity has been completed.

### **Preparation of data sharing and archiving**

The Lead investigator 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. This will include ensuring that appropriate metadata is provided to enable other researchers to understand the purpose of the original research, how it was undertaken, the data collection protocol, and how the data might be re-used.

The Lead investigator 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 CREST, or earlier where appropriate. Data will be made available through the Centre's website, the UK Data Service, and other appropriate depositories (e.g. the Deception Research Group corpus), together with the appropriate metadata (e.g. information on study design).

In the exceptional cases where data cannot be made publically available, the Lead investigator will work constructively with researchers seeking to view the data. Where the data solely requires that safeguards are in place for those viewing the data (e.g. extremist texts encouraging violence), the Lead investigator will make the data available once the requesting body has signed a Memorandum of Understanding indicating that they are compliant with SREC's proposed standards. Where the data requires more stringent oversight, the Lead investigator will invite the requesting party to visit the location where the data is held, where, with appropriate safeguards in place, they can review and conduct their own analyses.