



LETTER OF AGREEMENT

Research Services
Finance & Business Affairs
University College London
Gower Street
London WC1E 6BT

Tel: +44 (0)20 7679 2000
Fax: +44 (0)20 7813 2849
Web: www.ucl.ac.uk

To.....

Date

Dear Sir/ Madam,

Ref: XXXXXXXXXXXXXXXXXXXX

The Economic & Social Research Council (“ESRC”) has awarded University College London (“UCL”) a Grant Titled: “Loneliness and social isolation in mental health: proposal for a network for cross-disciplinary collaboration and capacity development” (the “Project”). The overall aim of the Project is to establish a cross-disciplinary network to allow rapid advances to be made in understanding of mental health impacts of loneliness and social isolation, and how this may be alleviated.

As part of the Project, UCL has been tasked with granting pump-priming awards to successful applicants based on the overall aim of allowing rapid advances in understanding mental health impacts of loneliness and social isolation, and how this may be alleviated.

XXXXXXXXXXXXXXXXXX submitted a successful proposal to UCL detailed in Annex 1 to conduct a research project entitled “XXXXXXXXXXXXXXXXXX” (“Plus Project”) under specific terms and conditions which are set out in Annex 3.

We are pleased to confirm that your application for the above referenced Plus Project has been successful subject to your acceptance of the terms and conditions of this Letter of Agreement and the annexes to it.

The Plus Project is for a period of months. The Plus Project shall start no later than **30 days** of the date of this Letter Agreement. The Plus Project should be carried out in accordance with your Proposal as set out in Annex 1 and the terms and conditions of this Letter of Agreement and the annexes to it. It is your responsibility that your work is undertaken within a framework of best practice and the Plus Project meets generally accepted academic standards of research integrity and methodology.

You agree to undertake the Plus Project in accordance with all applicable ESRC Terms and Conditions relating so that to allow UCL to fulfil its obligations to ESRC in relation to the Project.

The sole financial obligation of UCL under this Letter Agreement shall be to forward to you a sum of up to £XXXXXXXXXXXXXXXX (including any VAT) towards the cost of the Plus Project (the "Funds"), subject always to receipt by UCL of the Funds from, ESRC. XXXXXXXXXXXXXXXXXXXX will invoice UCL in arrears, on acceptance of the delivered Plus Project, on the basis of actual expenditure against the budget headings listed in Annex 4 and UCL shall pay XXXXXXXXXXXXXXXXXXXX within 30 days of receipt of said invoice. The final invoice will be sent by XXXXXXXXXXXX to UCL within 1 months of the end of the Plus Project to allow preparation of the final cost statement by UCL. The statement of XXXXXXXXXXXX should include the breakdown of fEC figures as well as the actual sums claimed.

The statements should be sent to:

Research Finance Administrator
Research Services
UCL Finance and Business Affairs
University College London
Gower Street
London
WC1E 6BT
Tel: +44 (0)20 7679 1770
Email: fin-post-awrd-admin@ucl.ac.uk
Fax: +44 (0)20 7813 2849

with a copy to:

(Network Manager)
.....

quoting reference **549210**.

Any foreground intellectual property rights residing in the Paper shall belong to XXXXXX. XXXXXXXXXXXX hereby grants to UCL a non-exclusive, irrevocable, royalty-free licence to use its foreground intellectual property rights residing in the Plus Project for academic purposes and publication.

XXXXXXXXXXXXXXXXX will indemnify UCL and their respective officers, employees, students, consultants, agents and representatives (the "Indemnitees") against all third party Claims which may be asserted against or suffered by any of the Indemnitees as a result of any act or omission of XXXXXXXXXXXXXXXXXXXXXXXXXXXX, its employees, servants, agents and the like, or infringement of third party's intellectual property rights arising out of or related to the Plus Project. UCL agrees to: (i) provide notice of the Claim promptly to XXXXXXXXXXXXXXXXXXXX; (ii) provide XXXXXXXXXXXX, at the XXXXXXXXXXXXXXXXXXXXXXXXXXXX's expense, all reasonable available information and assistance, and authority to defend or settle the Claim; (iii) not compromise or settle such proceeding without the XXXXXXXXXXXXXXXXXXXX's prior written consent; and (iv) use reasonable commercial efforts to mitigate its loss. The

above indemnity shall not apply to the extent that any Claim arises as a result of an Indemnitee's negligence, its breach of this Letter of Agreement or its infringement of any third party's intellectual property rights.

For the purposes of this Letter Agreement, Claims means all demands, claims and liability (whether criminal or civil, in contract, tort or otherwise) for losses, damages, legal costs and other expenses of any nature whatsoever and all costs and expenses (including without limitation legal costs) incurred in connection therewith.

Except under the indemnity in the above paragraph, and subject to the exceptions specified in the following paragraph, the liability of either Party for any breach of this Letter of Agreement, or arising in any other way out of the subject-matter of this Letter of Agreement, will not extend to loss of business or profit, or to any indirect or consequential damages or losses, and the maximum liability of either Party under or otherwise in connection with this Letter Collaboration Agreement or its subject matter shall not exceed the monies received by XXXXXXXX under this Letter of Agreement.

Nothing in this Letter Agreement limits or excludes either Party's liability for: a) death or personal injury resulting from negligence; or b) any fraud or for any sort of other liability which, by law, cannot be limited or excluded.

Where the Plus Project is associated with other collaborators, the basis of collaboration between them is expected to be set out in appropriate agreement and it is obligation of XXXXXXXXXX to ensure compliance with the terms of this Letter of Agreement by all collaborators.

Nothing in this Letter Agreement creates, implies or evidences any partnership or joint venture between UCL and XXXXXXXXXXXXXXXXXXXXXXXX, or the relationship between them of principal and agent. Neither UCL nor XXXXXXXXXXXXXXXXXXXXXXXX has any authority to make any representation or commitment, or to incur any liability, on behalf of the other.

Reports and notices under this Letter of Agreement shall be in writing and delivered by any of the methods set out in the left hand column below, and will be deemed to be received on the corresponding day set out in the right hand column:

Method of service	Deemed day of receipt
By hand or courier	the day of delivery
By pre-paid first class post	the second business day after posting
By recorded delivery post	the next business day after posting

The respective representatives of UCL and the XXXXXXXXXXXXXXXXXXXXXXXX for the receipt of legal notices are, until changed by notice given in accordance with this clause, as follows:

For UCL:

For XXXXXXXXXXXXXXXXXXXXXXXX:

Head of Research Contracts
.....
University College London

.....
.....

Research Administration
Finance Division
Gower Street
London WC1E 6BT

The respective representatives of UCL and the XXXXXXXXXXXXXXXXXXXXXXXX for the receipt of legal notices are, until changed by notice given in accordance with this clause, as follows:

For UCL:

For XXXXXXXXXXXXXXXXXXXXXXXX:

(Network Manager)
.....
University College London
Gower Street
London
WC1E 6BT

This Letter Agreement is governed by, and is to be construed in accordance with, English law. The English Courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement, except that either party may bring proceedings for an injunction in any jurisdiction.

I should be grateful if you would confirm that you are happy to accept the grant on the above terms by requesting an authorised signatory of the XXXXXXXXXXXXXXXXXXXXXXXX to sign and return the Letter Agreement to at the above email address (if you require hard copies, then please send two (2) hard copies for the attention of at the above postal address). UCL shall then countersign and send you a fully-executed copy for your records.

[Signatures on next page]

Accepted on behalf of
University College London

Accepted XXXXXXXXXXXXXXXXXXXXXXXX

Signature:

Signature:

Name/position: Diran Solanke
Head of Research Contracts

Name/position:

Date:

Date:

Annex 1

Proposal

Annex 2

RCUK/ESRC terms of grant to UCL (link to the published T&C of the RCUK & insert T&Cs for your ESRC award)

Annex 3

Terms and Conditions (additional terms set out in the relevant Call for proposals)

Annex 4

The Funds