

**APPENDIX 1**

**PANMURE HOUSE PRIZE 2024 - TERMS & CONDITIONS**

- A. These Conditions will apply to the winning institution of the Prize based on the Application. The Recipient confirms and agrees that these Conditions will apply.
- B. The Recipient will receive an Award Letter in the event that its/their Principal Researcher is successful in winning the Prize.

**1. DEFINITIONS & INTERPRETATION**

1.1 The following definitions shall apply in these Conditions:

<b>“Application”</b>	means the online application through the Website for the Prize which includes (a) details of the current and past research projects of the Principal Researcher, and (b) a supporting reference for the Principal Researcher given by a senior member of staff at the Recipient and which must be written on headed paper of the Recipient.
<b>“Award Letter”</b>	means the award letter issued by HWU to the Recipient confirming the award of the Prize together with any specific conditions relating to the award of the Prize.
<b>“Commencement Date”</b>	means the date of the Award Letter.
<b>“Communications and Marketing Document”</b>	means the communications and marketing document provided by HWU to the Recipient in respect of the Prize (as updated from time to time by HWU).
<b>“Conditions”</b>	means these Panmure House Prize terms and conditions.
<b>“Contract”</b>	means the Award Letter and these Conditions.
<b>“Data Protection Laws”</b>	means the UK GDPR, the General Data Protection Regulation 2016 (EU) 2016/679 (as it applies in the United Kingdom), the Data Protection Act 2018 and any other laws and regulations relating to the processing of personal data and privacy which apply together with any guidance and codes of practice issued by any competent data protection supervisory authority.
<b>“Default”</b>	means (a) misuse of the Prize including in a fraudulently or financially misleading way (or for purposes not related to the Research Projects), (b) false statements in any part of the Application, (c) failure to use the Prize for the Research Projects, or (d) breach of these Conditions.
<b>“HWU”</b>	means Heriot-Watt University, established by Royal Charter in the United Kingdom with number RC000216 and a charity registered in Scotland with charity number SC000278 whose principal

	administrative office is at Riccarton, Edinburgh EH14 4AS, Scotland, United Kingdom.
<b>“HWU Brand Guidelines”</b>	means guidelines of HWU (as notified by HWU to the Recipient from time to time) setting out the technical requirements for the reproduction of HWU’s logos.
<b>“Information Legislation”</b>	means the Freedom of Information (Scotland) Act 2002 and the Environmental Information (Scotland) Regulations 2004.
<b>“Longstop Date”</b>	means thirty-six (36) months from the Commencement Date.
<b>“Panel”</b>	means the judging panel for the Prize as established by HWU.
<b>“Principal Researcher”</b>	means the principal academic researcher named in the Application.
<b>“Prize”</b>	means the sum of US\$75,000 being the “Panmure House Prize 2024”.
<b>“Recipient”</b>	means the academic institution or organisation which is to be paid the Prize as determined by the Panel.
<b>“Research Projects”</b>	means the academic research projects at the Recipient which will be funded by the Prize; and “Research Project” shall be construed accordingly.
<b>“Researchers”</b>	means the Principal Researcher and researchers and staff of the Recipient who are responsible for delivering the Research Projects.
<b>“Results”</b>	means the outcomes of the Research Projects.
<b>“Website”</b>	means HWU’s website for the Prize at: <a href="https://www.panmurehouse.org/programmes/panmure-house-prize/">https://www.panmurehouse.org/programmes/panmure-house-prize/</a> (as updated from time to time).

- 1.2 Clause headings shall not affect the interpretation of these Conditions.
- 1.3 References to clauses are to the clauses of these Conditions.
- 1.4 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.6 Writing or written includes e-mails.
- 1.7 Any words following the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.9 Any reference to a Scottish legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any other legal concept or thing, in respect of any jurisdiction other than Scotland, be deemed to include a reference to what most nearly approximates to the Scottish legal term in that jurisdiction.

## 2. **THE PRIZE**

- 2.1 The Prize is awarded by HWU based on the Application
- 2.2 The Contract will begin on the Commencement Date and, unless terminated earlier pursuant to these Conditions, will continue until the Longstop Date.
- 2.3 The Prize shall only be used for the Research Projects (and any associated costs such as CPD, conferences, travel and accommodation, subject always to such costs being reasonable and properly incurred and in compliance with the Recipient's regulations, policies and procedures).
- 2.4 In the event that either the Recipient or the Principal Researcher wishes to nominate any Research Projects (or Research Project) to be funded by the Prize (or any part thereof) then each such Research Project must be approved in advance in writing or email by HWU prior to commencement and subject to providing a project plan and budget (all to the satisfaction of HWU).
- 2.5 The objectives and outcomes of the Prize are set out on the Website.
- 2.6 The Recipient confirms and represents to HWU that it has full power and authority to enter into and perform the Contract.
- 2.7 The Recipient confirms that the Researchers working on Research Projects will be bound by the Recipient's research policies (as updated from time to time). The Recipient shall, on request by HWU, provide copies of such research policies (as updated from time to time).
- 2.8 The Recipient warrants that the statements in the Application are true, complete and accurate. The Recipient shall indemnify HWU for any loss, liability, costs, damages or expenses resulting from the breach of such warranty.

### **3 PAYMENT OF THE PRIZE**

- 3.1 The Prize shall be paid by HWU to the Recipient in accordance with the Contract.
- 3.2 HWU may pay the Prize in tranches as set out in the Award Letter.
- 3.3 The Prize may be paid in any currency as agreed by HWU (subject to any applicable conversion rate being determined by HWU on the relevant payment date and any bank transfer and conversion fees being deducted from the Prize).
- 3.4 Before payment of the Prize by HWU, the Recipient shall confirm its bank details to HWU on headed paper of the Recipient.
- 3.5 The Recipient shall on request by HWU submit to HWU a statement of compliance with these Conditions in the form provided in Annex 1 to these Conditions.

### **4 INSPECTION AND INFORMATION**

- 4.1 The Recipient will provide HWU with reports at such times as required by HWU summarising the progress of the Research Projects including details of expenditure to date and progress in achieving objectives and outcomes together with any other information which HWU reasonably requires to ensure compliance with these Conditions. The reports will take the form of written, verbal and/or video updates as required by HWU.
- 4.2 The Recipient will promptly provide HWU with all such information and reports as it may reasonably require in respect of the Research Projects.
- 4.3 Notwithstanding the generality of clause 4.1, the Recipient shall, subject to any relevant governmental restrictions on travelling due to COVID-19 (or other public health emergency), attend an in-person meeting with the Panel and HWU in Edinburgh within 18 months of the Commencement Date and give a presentation to the Panel (which may be recorded or live-streamed by HWU). The presentation referred to in this clause 4.3 shall be given by the Principal Researcher unless HWU agrees otherwise in writing or email.
- 4.4 The Recipient shall keep proper records and books of account recording all receipts and expenditure of monies paid by HWU by way of the Prize. The Recipient shall on reasonable advance email or written notice allow HWU, and its representatives, such access during normal business hours to those records and books of account in respect of the Research Projects as may be required by them. The Recipient shall provide such assistance and explanation as the person carrying out the inspection may require.

- 4.5 The Recipient must promptly report to HWU all cases of actual or suspected malpractice, irregular or fraudulent activity of which it is or becomes aware of involving the Research Projects or the Prize.
- 4.6 The Recipient will immediately inform HWU of any change in its ownership or management.

## **5 FREEDOM OF INFORMATION AND DATA PROTECTION**

- 5.1 The Recipient acknowledges that HWU is subject to the requirements of the Information Legislation. The Recipient will provide such assistance and co-operation as HWU may reasonably require to enable it to comply with its information disclosure obligations under the Information Legislation. HWU will be entitled at its absolute discretion whether to disclose upon request or otherwise publish any information under the Information Legislation.
- 5.2 The Recipient will ensure that all requirements of Data Protection Laws are fulfilled in relation to the Research Projects.

## **6 PUBLICITY**

- 6.1 The Recipient will (a) acknowledge the contribution of HWU and, where required by HWU, Baillie Gifford in all publicity materials, presentations or published Results relating to the Research Projects and/or the Prize, and (b) display in a prominent place on such materials, presentations or results the logos of HWU and, where required by HWU, Baillie Gifford. The form of such acknowledgment shall be determined by HWU
- 6.2 HWU grants the Recipient permission to use its name and logo pursuant to clause 6.1 and in accordance with the HWU Brand Guidelines.
- 6.3 The Recipient grants HWU permission to use its name and logo to allow HWU to publicise the Prize and the Research Projects.
- 6.4 The Recipient shall comply with the Communications and Marketing Document.

## **7 INTELLECTUAL PROPERTY RIGHTS**

- 7.1 The intellectual property rights in the Results will be owned by the Recipient or capable of being licensed by the Recipient.
- 7.2 The Recipient grants to HWU an irrevocable, royalty-free, perpetual, non-exclusive, worldwide licence (together with the right to grant sub-licences) to publish the Results in any format or media (including as set out in clause 7.3).
- 7.3 The Recipient irrevocably agrees to:
  - 7.3.1 the filming and recording by HWU of any presentation of the Research Projects and/or the Results by or on behalf of the Recipient;
  - 7.3.2 the vesting in HWU of the intellectual property rights in such recording;
  - 7.3.3 the use by HWU of such recording in respect of (a) publicising the Prize and/or Panmure House, and (b) the educational or academic aims of HWU; and
  - 7.3.4 procure the consent and waiver of the performance rights of any individual or the Researchers presenting the Research Projects and/or the Results for the Recipient.
- 7.4 The Recipient will ensure that nothing contained in the materials produced by it pursuant to this Contract, the Research Projects and/or the Results constitutes an infringement of any third-party copyright or intellectual property rights.

## **8 DEFAULT AND RECOVERY OF PRIZE/TRANSFER OF THE PRIZE**

- 8.1 HWU may re-assess, vary, make a deduction from, withhold, or require immediate repayment of the Prize (or any part of it) in the event that:
  - 8.1.1 there is a Default;
  - 8.1.2 the Recipient fails to use up the Prize to carry out any Research Projects by the Longstop Date;or

- 8.1.3 in HWU's reasonable opinion, the progress on and/or the nature of the Research Projects is not satisfactory.
- 8.2 In that event that clause 8.1.2 applies then subject to the prior written or email consent of HWU (and any conditions attached by HWU to such consent), the Recipient may retain the funds in order to carry out further Research Projects following the Longstop Date.
- 8.3 In the event of repayment of the Prize (or any part of it) under this clause 8, HWU shall determine the currency and conversion rate (if applicable) relating to such repayment. The Recipient shall be liable for any bank fees in respect of the currency conversation, transfer or repayment to HWU.
- 8.4 In the event that the Principal Researcher leaves the Recipient during the term of the Contract to join another academic institution (the "**New Institution**") then:
- 8.4.1 all remaining Prize funds held by the Recipient which are not allocated to an existing Research Project shall be transferred by the Recipient to the New Institution (subject to (a) the prior written or email agreement of HWU, and (b) the New Institution entering into terms and conditions with HWU in the same or substantially the same form as these Conditions); or
- 8.4.2 where the New Institution does not enter into terms and conditions with HWU (as referred to in clause 8.3.1) then HWU may on demand require immediate repayment of the Prize (in full) from the Recipient.

## **9 TERMINATION**

- 9.1 HWU may terminate this Contract with immediate effect by giving notice to the Recipient if the Recipient:
- 9.1.1 is in breach of any provision of these Conditions; or
- 9.1.2 becomes insolvent, or if an order is made or a resolution is passed for its winding up or if an administrator, administrative receiver or receiver is appointed over the whole or any part of the Recipient's assets, or it makes an arrangement with its creditors; or
- 9.1.3 the Recipient (or any of its staff or consultants) acts in any manner which in the reasonable opinion of HWU brings or is likely to bring the Recipient or HWU into disrepute.
- 9.2 Clauses 5, 6, 7, 8, 9.2, 10 and 11 will survive completion of the Research Projects or termination of this Contract and will continue in full force and effect.

## **10 COMPLIANCE WITH LAW**

- 10.1 The Recipient will comply with all applicable law, statutes, regulations and codes of practice.
- 10.2 Without affecting the generality of clause 10.1, the Recipient shall ensure that it and its employees, workers and consultants shall not breach the terms of any applicable laws, statutes, regulations or codes of practice in relation to bribery, in respect of the Research Projects or any other funding.

## **11 GENERAL**

- 11.1 The Recipient procures that each of the Researchers shall comply with the Conditions as if they are a party to the Contract.
- 11.2 The aggregate liability of HWU to the Recipient shall be limited to the Prize.
- 11.3 Nothing in these Conditions is intended to, or shall be deemed to, establish any partnership or joint venture between HWU and the Recipient, constitute either party as the agent of the other, or authorise HWU or the Recipient to make or enter into any commitments for or on behalf of the other.
- 11.4 No variation of this Letter shall be effective unless it is in writing and signed by HWU and the Recipient.
- 11.5 The rights and obligations contained in these Conditions shall not be capable of assignation or transfer by the Recipient without the prior written consent of HWU.
- 11.6 Any failure, omission or delay by HWU in exercising any right or remedy to which it is entitled under these Conditions shall not be construed as a waiver of such right or remedy.
- 11.7 The Contract constitutes the entire agreement between the parties and supersedes any other written agreements relating to its subject matter.

- 11.8 If any court or competent authority finds that any provision of these Conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Conditions shall not be affected.
- 11.9 No person other than a party to the Contract shall have any rights to enforce any term of these Conditions.
- 11.10 In the event that the parties fail to resolve any dispute or claim, it shall be determined by the appointment of a single arbitrator to be agreed between the parties, or failing agreement within fourteen days after either party has given to the other a written request to agree in the appointment of an arbitrator, by an arbitrator to be appointed by the Scottish Arbitration Centre on the written application of either party. The seat of arbitration shall be Edinburgh, Scotland and the language to be used in the arbitral proceedings shall be English. The arbitration will be run in accordance with the Scottish Arbitration Rules (as such term is defined in the Arbitration (Scotland) Act 2010) and such Rules are deemed to be incorporated by reference in this clause 11.10. This clause 11.10 shall not prevent a party from seeking any interdict or injunctive relief.
- 11.11 Any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Conditions or its subject matter or formation shall be governed by and construed in accordance with Scots law.
- 11.12 Subject to clause 11.10, the parties irrevocably agree that the Scottish courts shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Conditions or its subject matter or formation.

**ANNEX 1: STATEMENT OF COMPLIANCE**

This is to confirm that the Panmure House prize (the “Prize”) paid to us by Heriot-Watt University was used for its intended purposes and in accordance with the terms and conditions of the Prize.

For and on behalf of [INSERT ORGANISATION NAME]

Signature: .....

Full Name:.....

Position:.....

Date:.....