

[Name]

[application number]

Dear [name]

ENDANGERED MATERIAL KNOWLEDGE PROGRAMME: GRANT AGREEMENT

The Trustees of the British Museum (the “**British Museum**”, “**we**” or “**us**”) are pleased to confirm that [Grantee] (“**you**”) have been selected to receive a grant as part of the Endangered Material Knowledge Programme (“**EMKP**”, a description of which appears in Schedule 1), a programme supported by the Arcadia Fund, a charitable fund of Lisbet Rausing and Peter Baldwin (**Arcadia**). The Principal Applicant for the Project will be [Name of Applicant].

The grant funds up to £[in numbers] ([IN WORDS] **Pound Sterling**) (the “Grant”), which is to be applied in delivering the project entitled “[name of project]” (the “**Project**”), full details of which are set out in your submission to EMKP dated 30/01/2023, a copy of which is in the portal for the Grant on the Flexigrant system (the “Flexigrant Portal”), which can be accessed via <https://emkp.flexigrant.com/>.

The terms and conditions set out in this document, including its schedules, govern your use of the Grant for the delivery of the Project and constitute a legally binding agreement between you and us (the “**Agreement**”), which you agree to by accepting the Grant. This Agreement supersedes and replaces any prior written or oral agreements, representations or understandings between you and us relating to the Project.

Please carefully review the attached Agreement, sign, date and email it to:
emkp@britishmuseum.org

Kind regards,

The EMKP Team.

GRANT AGREEMENT – TERMS AND CONDITIONS

1. Responsibility for the Principal Applicant and the Co-Applicants

1.1. Where you are not the individual researcher who will be the Principal Applicant for the Project identified in the Flexigrant Portal (the “**Principal Applicant**”), then you shall be responsible for procuring and ensuring that the Principal Applicant and any Co-Applicants on the Project identified in the Flexigrant Portal (“**Co-Applicants**”) comply with the terms and conditions of this Agreement. Where you are the Principal Applicant, then you shall be responsible for procuring and ensuring that any Co-Applicants comply with this Agreement. You shall be liable to us under this Agreement for the acts and omissions of the Principal Applicant and any Co-Applicants (including any acts or omissions in breach of this Agreement) as if such acts and omissions are your own.

2. Purpose of the Grant and Delivery of the Project

2.1. The Grant shall be used solely for delivering the Project in accordance with this Agreement.

2.2. You must carry out and deliver the Project with due care and diligence; in a professional and ethical manner; to reasonable standards of research integrity, methodology and quality; acting at all times in good faith and with due regard for any cultural, ethical or other sensitivities inherent in the Project; and in compliance with the terms of this Agreement and all applicable laws and regulations.

2.3. You will use best efforts to start and conclude the Project by the dates set out in Schedule 3 (the “**Start Date**” and “**End Date**”).

3. Changes to the Project

3.1. Any significant changes to the Project require our prior written consent, which you must seek by submitting a **Change Request** providing details of the proposed change, the reasons for it and its expected impact on the Project. Approval of a Change Request is at our sole discretion, and we reserve the right to make our approval of a Change Request subject to conditions.

3.2. If you wish to transfer the Grant to another host institution, you must obtain our prior written consent (by submitting a Change Request no later than three months before the End Date). We will only permit transfers to a new host institution with the prior written consent of the Principal Applicant. As part of the approval process, we may require the new host institution to enter into an agreement with us on terms identical or substantially similar to those contained in this Agreement or impose additional conditions for the transfer, including by way of example in relation to the timescale for it to take place.

- 3.3. You must promptly inform us of any change in the Co-Applicants by means of a Change Request or Exception Report, detailing the reasons for the change and the effect of such change on the Project.
- 3.4. You must inform us as early as possible of any likely delays to the delivery of the Project. If you expect to be unable to meet the End Date for reasons beyond your reasonable control, you must submit a Change Request. If after the End Date you expect to be unable to meet the Final Delivery Date for reasons beyond your reasonable control, you may seek a no-cost extension (“NCE”) of the Final Delivery Date through EMKP’s NCE procedures. The decision whether to grant a NCE will be at our sole discretion. Any NCE will be without cost to us and without any additional funding or increase in the amount of the Grant.

4. Payment of the Grant

- 4.1. The total amount of the Grant is set out in the budget at Schedule 2, which also appears in the Flexigrant Portal. This amount is fixed for the duration of the Project. We would not normally consider any request for an increase in the Grant.
- 4.2. You will not apply for or accept any funding from a third party in respect of any part of the Project or any related costs that we are funding in full without our prior written consent.
- 4.3. We will pay the Grant in accordance with the payment schedule in Schedule 4, subject to the necessary funds being available to us when payment falls due. The first instalment is paid in advance. Subsequent instalments are subject to receipt and approval of reports and deliverables as set out in Schedule 4. We will not be liable for any losses or costs (including but not limited to bank charges) if for any reason we do not make any payment of the Grant on the date(s) agreed with you.
- 4.4. We will pay the Grant in pounds sterling by electronic bank transfer to the account identified in Schedule 4. If you need to change the bank account for payment, you must submit a Change Request.
- 4.5. You must promptly repay to us any money incorrectly paid to you because of an administrative error or otherwise, including (without limitation) in situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the payment of such Grant monies have been met.
- 4.6. We reserve the right to deduct an amount corresponding to any underspend of the Grant (as recorded in a Report), or any part of the Grant that is not recorded as having been spent on the Project, from any outstanding payment of the Grant.

- 4.7. If for any reason any part of the Grant remains unspent after the End Date, you undertake to return such unspent Grant monies to us as soon as possible and in any event within three months from the End Date.

5. Use of the Grant and Budget Variations

- 5.1. The Project is to be managed and accounted for in accordance with the Budget at Schedule 2.
- 5.2. You may, without our prior approval, reallocate Grant monies of up to the amount set out in the Budget at Schedule 2 in any twelve-month period between most heads of expenditure (column 2) in the Budget. You must submit a Change Request and obtain our prior written approval for any reallocation (i) of more than that amount and/or (ii) into or out of a head of expenditure relating to salary or remuneration. The reasons for any reallocation of Grant monies under this clause 5.2 (whether our approval is required or not) and such reallocation's impact on the Project must be detailed in an Interim, Annual or Final Report, as appropriate.
- 5.3. The Grant must be expended between the Start Date and the End Date. The Grant cannot be used for any costs incurred outside this period.
- 5.4. No Grant monies shall be used for the remuneration of the Principal Applicant or (except as explicitly set forth in the Budget or otherwise agreed in advance in writing by us) the remuneration of any other person, including any Co-Applicant.

6. Accounting, Recordkeeping, and Inspection

- 6.1. The Grant shall be shown in any relevant accounts as a restricted fund and shall not be included under general funds.
- 6.2. You must keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received from us.
- 6.3. We encourage you to hold the Grant in an interest-bearing account whenever feasible. Any interest earned on the Grant must be reported to us and either applied to the Project (with our prior written consent) or returned to us.
- 6.4. Any part of the Grant that we have paid to you but that has not yet been applied for purposes of the Project shall be held, pending its application, for the purposes of the Project and subject thereto in trust for us absolutely.
- 6.5. You must keep all invoices, receipts, accounts and other relevant documents relating to the expenditure of the Grant, as well as copies of all reports submitted in accordance with

this Agreement, for a period of at least six years from the Final Delivery Date (set out in Schedule 3), or if later from the date of receipt of any Grant monies to which such records relate. You must (at your expense) make such records available to us or our duly appointed agents on reasonable notice (which may be immediate if we have significant concerns about the management of the Project or Project expenditures), and we shall have the right to take copies of such records.

6.6. You acknowledge that we are a charity subject to charitable governance and other regulatory obligations, and you undertake to assist us in complying with these obligations as and when reasonably requested by us and to comply and, where reasonably required, facilitate our compliance with all other statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to any of the Parties with respect to or in connection with this Agreement.

7. Equipment

7.1. You may use the Grant to procure the equipment to be used for the Project listed in the Flexigrant Portal only (“**Equipment**”). You must use best endeavours to ensure that the procurement of any Equipment:

7.1.1. conforms to best procurement practice and good contract management, is free from self-interest, malpractice, bribery or corruption, and makes use of transparent, fair and open competition;

7.1.2. is sourced from suppliers who offer clear value for money and follow fair and acceptable work place practices; and

7.1.3. complies with applicable financial policies and procedures.

7.2. All Equipment purchased with Grant monies will be your property from the date of purchase, and you shall not transfer ownership of any one item of Equipment costing over £200 or any number of items of Equipment costing in total more than £1000 to any person(s) before the End Date without our prior written consent. You must inform us of all transfers of ownership of Equipment in excess of £200 in the Final Report.

7.3. You must use reasonable endeavours to maintain the Equipment and ensure it remains in good working order until the End Date. You are responsible, at your own cost, for the repair or replacement of any lost, damaged or stolen Equipment.

7.4. Except as explicitly provided for in the Budget, and notwithstanding any other clause of this Agreement, you may not buy any equipment with Grant monies in the final six months before the End Date without our prior written consent following submission of a Change Request.

8. Training

- 8.1. You must ensure that either the Principal Applicant or a Co-Applicant attends the training course hosted by the British Museum for EMKP grant recipients (the “**EMKP Training**”). We will notify you of the dates in advance.
- 8.2. You must notify us as soon as reasonably possibly if, for reasons beyond your and their reasonable control, neither the Principal Applicant nor the Co-Applicant is able to attend the EMKP Training, in which case we will consider alternative training arrangements but reserve the right, at our discretion, to cancel the award of the Grant and terminate this Agreement.
- 8.3. We will arrange and pay for (or reimburse) the Principal Applicant’s or Co-Applicant’s flights and accommodation in connection with attending the EMKP Training, so long as the Principal Applicant or Co-Applicant (as applicable) timely communicates to us their reasonable preference for travel arrangements. For Principal Applicant’s or Co-Applicants traveling from abroad to attend the EMKP Training, we will provide a per diem at a rate notified in advance. For Principal Applicant’s or Co-Applicants from the UK attending the EMKP Training, we will reimburse reasonable subsistence costs up to the same rate, subject to our receiving the relevant payment receipts and our having consented in advance to such expenses.

9. Reporting, Change Requests and Oversight

- 9.1. You will closely monitor the delivery and success of the Project to ensure that the aims and objectives of the Project are being met in accordance with this Agreement.
- 9.2. You must submit the following reports (**Reports**) where, when and how we request:
 - 9.2.1. **Interim Report:** a concise report on the progress of the Project, submitted in accordance with Schedule 3. An Interim Report shall detail all financial variations from the Budget and consider their impact on the Project. You must submit to us a sample of the digital assets collected on the Project to date, following the guidelines to be provided to you by EMKP, together with the Interim Report.
 - 9.2.2. **Annual Report (if required under Schedule 3):** a concise report on the progress of the Project, together with a statement of actual expenditure against proposed expenditure, submitted in accordance with Schedule 3. The Annual Report shall detail all financial variations from the Budget and consider their impact on the Project.
 - 9.2.3. **Exception Report:** a report detailing any significant change in circumstances affecting the Project that occurs at any point during the course of the Project. An

Exception Report shall be submitted as soon as reasonably possible after the relevant circumstances are identified. An Exception Report must be submitted if you (or the Principal Applicant or any Co-Applicant) receives notice of any legal claim, intention to take legal action or any other matter which may significantly affect the Project, irrespective of whether such matter is within or outside your (or the Principal Applicant's or Co-Applicant's) control. For the avoidance of doubt, the circumstances giving rise to an Exception Report may also require you to submit a Change Request, in which case both an Exception Report and a Change Request must be filed.

9.2.4. **Final Report:** a final report on the Project, together with a statement of actual expenditure and including the Documentation (as defined in clause 11 below) for upload to the Repository (as defined in clause 11 below), submitted in accordance with Schedule 3.

9.3. All financial information in a Report or Change Request must be in pounds sterling, and any statement of income or expenditure submitted with a Report or Change Request must be prepared from books and records maintained on a cash basis (i.e., recording when funds are actually received or expended).

9.4. Unless we otherwise agree in advance, all Reports and Change Requests must be submitted in the format of the then-current approved forms available on the EMKP website (at www.emkp.org).

9.5. You must on request provide us with such other or further information, explanations and documents we may reasonably require in order to establish that the Grant has been used properly in accordance with this Agreement.

10. Acknowledgments and Publicity

10.1. You must acknowledge both Arcadia and the British Museum funding (including reference to EMKP) in all publications, conference presentations and public statements (including in online publications and social media posts) that refer to the Project using the form of acknowledgment we will provide to you from time to time.

10.2. You must provide us with the full citation (and where possible a copy) of any publication that includes the funding acknowledgment required by clause 10.1. Provision of such information in a Report shall be sufficient for the purposes of this clause 10.2.

10.3. Except in accordance with clause 10.1, you must not state or imply that Arcadia, EMKP or the British Museum funds or endorses your activities or views.

10.4. You consent to us publicly sharing information about the Project by any means, including on the EMKP webpages and for the purpose of promoting the EMKP in general.

- 10.5. All press releases or other similar public statements concerning the Project, the British Museum, the EMKP or Arcadia must be approved by us in advance in writing. You must immediately withdraw any public statement, press release, other similar statement or social media post, that refers to us, EMKP or Arcadia at our request.
- 10.6. Subject to clause 4.2 above, if additional funding is accepted from a third party for the Project, no rights relating to acknowledgment or publicity may be granted to the third party without our prior written consent to the form and content of such acknowledgment. We will not unreasonably withhold our consent under this clause.
- 10.7. If you wish to use a trade or service mark, logo or brand adopted by or belonging to the British Museum, you may apply to do so by submitting an application to the British Museum at www.britishmuseum.org/logo and by submitting an application to the EMKP by email to emkp@britishmuseum.org. Any use of the British Museum or EMKP trade or service mark, logo or brand must comply with our branding guidelines issued from time to time. Solely in connection with an acknowledgment of funding in accordance with clause 10.1, you shall be entitled to the royalty-free, non-assignable and non-exclusive right to use the EMKP logo for the duration of the Project.
- 10.8. Where reasonably practicable and not unduly burdensome, you agree to participate in and cooperate with promotional and fundraising activities relating to the Project at EMKP's or the British Museum's reasonable request.

11. Documentation for Upload to the Repository; Intellectual Property

- 11.1. By no later than the Final Delivery Date, you must submit to us:
- 11.1.1. all written observations, measured drawings, written reports, audio recordings, video recordings, and photographic records generated or recorded in the conduct of the Project ("**Documentation**"); and
- 11.1.2. a Release from any person involved in the creation of Documentation, including any person whose name, likeness, image, voice, words, knowledge and/or physical appearance is recorded in connection with the Project (a "**Contributor**").

A "**Release**" means a record of informed consent given by a Contributor to (i) the provision of Documentation to the British Museum, (ii) the upload of Documentation to the EMKP's open-access online archive through which records of knowledge preserved in connection with grant-funded projects are made publicly available (the "**Repository**") and (iii) the use and licensing of Documentation under a Creative Commons Attribution-NonCommercial-ShareAlike Licence ("**CC BY-NC-SA 4.0**").

Such consent may be given either (i) by signing a written release in the form of the template at Schedule 5 (or a substantially similar form, which shall include a non-English translation) or (b) verbally in an audio-visual or audio recording.

- 11.2. All Documentation must be submitted in a digital file format that complies with our metadata guidelines and our other submission requirements and guidelines as notified to you from time to time (an “**Approved Format**”).
- 11.3. You agree to us preserving all Documentation resulting from the Project and to making and keeping it permanently available on the internet under a CC-BY-NC-SA 4.0 licence (whether through the Repository or otherwise).
- 11.4. If it is appropriate for cultural reasons to restrict or withhold online public access to any Documentation, you must notify us of your reasons and seek our approval (not to be unreasonably withheld or delayed) for such materials to be excluded from publication in the Repository or for access to them to be restricted. You must detail all decisions to restrict or withhold public access to materials, the reasons for such decisions and their impact on the Project in an Interim or Final Report, as appropriate.
- 11.5. By submitting Documentation to the British Museum for upload to the Repository, you warrant that:
 - 11.5.1. no Documentation was created without a Release first having been obtained from any Contributor involved in the creation of such Documentation;
 - 11.5.2. all Contributors were provided with clear and understandable information about the Project, the Repository, the CC BY-NC-SA 4.0 license and the Release;
 - 11.5.3. if, despite best efforts, it is not possible to obtain a Release from a Contributor (for example, because the Documentation was created in the past and the Contributor is no longer living) or otherwise confirm that the Contributor consented to a Documentation’s creation and public dissemination, you have no grounds to believe that the Contributor objected to the creation or public dissemination of the relevant Documentation; and
 - 11.5.4. use of Documentation for the Project and their being shared through the Repository under a CC BY-NC-SA 4.0 licence does not infringe any third-party rights or break any local or national laws.
- 11.6. You must obtain our prior written consent before undertaking or entering into any agreement with a third party in respect of the exploitation or commercialisation of intellectual property that has been wholly or partially funded by the Grant, and we reserve the right to make our consent subject to conditions.

11.7. This clause 11 shall survive the termination of this Agreement for any reason.

12. Data Protection

12.1. Under UK data protection law, each party is a separate data controller. Each party shall comply with (and provide reasonable assistance to the other party to enable it to comply with) the duties and obligations imposed on it by all applicable privacy and data protection legislation and regulatory requirements in force from time to time in each controllers' respective territories.

12.2. If you receive any complaint, notice or communication which relates directly or indirectly to our use or processing of personal data shared with us under this Agreement, you shall promptly notify us and provide us with such reasonable co-operation and assistance as may be necessary to enable us to consider, and if applicable, to respond to any such complaint, notice or communication.

12.3. This clause 12 shall survive the termination of this Agreement for any reason.

13. Notices

13.1. Any report, notice or other communication you give to us in connection with this Agreement must be emailed to the Endangered Material Knowledge Programme at emkp@britishmuseum.org.

13.2. We will email any notice to you in connection with this Agreement to the email addresses set out in the Flexigrant Portal (or any other email address for formal service of notices of which you notify us). If you are not the Principal Applicant, a copy of any notice will be sent to the Principal Applicant at the address set out in the Flexigrant Portal.

14. Suspension and Termination

14.1. We reserve the right, in our sole discretion, to discontinue funding if we are not satisfied with the progress of the Project or the content of any Report provided to us in accordance with this Agreement.

14.2. Without prejudice to our other rights and remedies under this Agreement or otherwise, we may at our sole discretion withhold, suspend or discontinue payment of the Grant and/or require repayment of all or part of the Grant if:

14.2.1. in our reasonable opinion there is a serious failure on your part to administer and deliver the Project, or you are delivering the Project in a negligent manner, and you do not address, or are unable to address, that failure to our reasonable satisfaction within the time period for rectification that we notify to you;

- 14.2.2. you are unable to use the Grant for the Project for any reason or we have reasonable grounds to believe that the Project will not be completed within a reasonable time (or at all);
- 14.2.3. you act in a manner which in our reasonable opinion has the potential to damage our reputation or goodwill, including without limitation if you make any statement or do anything derogatory or denigrating to the British Museum or Arcadia;
- 14.2.4. you apply for or obtain duplicate funding from a third party in respect of any part of the Project or any related administration costs that we are funding in full;
- 14.2.5. we have reasonable grounds to believe you or any person acting on your behalf has failed to disclose information relevant to the making of the Grant or has given materially misleading, dishonest or inaccurate information, whether deliberately or accidentally, during the application process for the Grant, or during the course of the Project, or that you have misused the Grant and/or are responsible for any fraud or theft in relation to it;
- 14.2.6. you are unable to pay your debts as they become due and/or any insolvency action is taken against you that is not discharged within 14 days, and/or in the case of an institution you become insolvent or go into administration, receivership or liquidation and the Project has not been completed;
- 14.2.7. in the case of an institution, you or your governing body, employees or volunteers become subject to an investigation or formal inquiry by the Police, Charity Commission, HM Revenue and Customs or other regulatory body in the United Kingdom or any other jurisdiction;
- 14.2.8. in the case of an institution, we reasonably consider that there are serious concerns regarding your governance that may adversely affect the Project and/or damage materially our reputation or goodwill;
- 14.2.9. in the case of an institution, you become legally ineligible to hold or administer the Grant;
- 14.2.10. in the case of an institution, you become subject to a change of control or make material changes to your purposes, structure or ownership during the Project or within a reasonable period after its completion, so as to prejudice the successful outcome of the Project;
- 14.2.11. the continuation of the Project and/or this Agreement would put the British Museum in breach of its charitable governance or other regulatory obligations;
- 14.2.12. you or any person acting your behalf breaches the Bribery Act 2010, the Modern Slavery Act 2015 or the Criminal Finances Act 2017; and/or
- 14.2.13. you fail to comply with any of the other terms and conditions of this Agreement.

14.3. If we suspend payment of the Grant:

14.3.1. we may continue the suspension for as long as we reasonably require to investigate our concerns and/or impose additional conditions and require you to carry out remedial actions before payment of the Grant is restored.

14.3.2. we accept no liability for any consequences, whether direct or indirect, of a suspension even if the investigation finds no cause for concerns. You are responsible for all your costs and expenses incurred during the period of the suspension.

14.4. If we terminate the Grant, we may at our sole discretion agree to cover winding down costs for the Project and any of your unavoidable expenditure commitments.

14.5. We may terminate this Agreement and any Grant payments on giving you three months' written notice should we be required to do so by financial constraints or for any other reason.

14.6. Termination of this Agreement for whatever reason shall not affect our accrued rights arising in any way out of this Agreement as at the date of termination and in particular the right to recover damages from you and all provisions which are expressed to survive this Agreement, or which from their nature or context are apparently intended to survive such termination, shall remain in full force and effect. For the avoidance of doubt, all liability, indemnity, confidentiality, publicity, intellectual property, data privacy, and other provisions of this Agreement that either expressly or by their nature survive termination shall survive the discontinuance, termination or expiration of this Agreement for any reason.

15. Liability and Insurance

15.1. Nothing in this Agreement shall exclude or limit the liability of any party for fraud, personal injury or death caused by its negligence or any other liability to the extent the same may not be excluded or limited as a matter of law.

15.2. Without prejudice to clause 15.1, and notwithstanding the unenforceability or invalidity of any other provision of this Agreement, we accept no liability for any consequences, whether direct or indirect, that may come about from the carrying out of the Project, the use of the Grant or any withdrawal of the Grant, and our liability under this Agreement is strictly limited to the payment of the Grant. Without prejudice to clause 15.1, your liability to us under this Agreement (including under clause 15.3) shall be limited to the amount of the Grant.

15.3. You agree to indemnify us, our employees, agents, officers or subcontractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of your actions and/or omissions in relation to the conduct of the Project, your non-fulfilment of obligations under this Agreement or your obligations to third parties.

- 15.4. For the duration of the Project, you shall effect and maintain with a reputable insurance company a policy or policies sufficient to cover all risks which may be incurred in connection with the Project, arising out of the performance of this Agreement, including death or personal injury, loss of or damage to property or any other loss.

16. Freedom of Information

- 16.1. You acknowledge that we are subject to legal duties under the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIRs**) that may require us to disclose upon request information relating to this Agreement, the Grant or otherwise relating to the Project or about you or the parties involved in the Project, subject to the exceptions in the FOIA and EIRs. We may need to do this without consulting you and without your consent, and we shall have no liability to you in relation to any such disclosure. All decisions made by us pursuant to a request under the FOIA and EIRs are matters solely for and at our discretion.
- 16.2. You agree to promptly assist us as is reasonably necessary to enable us to comply with our obligations under the FOIA and EIRs. You agree not to respond directly to any request for information unless authorised in writing to do so by us.

17. Confidentiality

- 17.1. In the event we share with you any confidential information relating to our business, staff, customers, Trustees, financial matters, technical or other matters or information marked as “Sensitive” in the course of the activities contemplated by this Agreement, you shall maintain the confidentiality of such information and not disclose it to any third party nor use such information for any person save to the extent necessary to perform your obligations in accordance with this Agreement or save as expressly authorised in writing by us. If sent by email or other digital means, such information shall be transferred in an encrypted and password-protected format.
- 17.2. The obligations in clause 17.1 shall not apply or shall cease to apply to otherwise confidential information which:
- 17.2.1. was in or enters the public domain other than by way of your misconduct or negligence;
 - 17.2.2. was already known to you as evidenced by written records at the time of its disclosure by us and was not otherwise acquired by you under any obligations of confidence;
 - 17.2.3. was made available to you by an unconnected third party with the lawful right to make such a disclosure; or
 - 17.2.4. is required to be disclosed by law.

- 17.3. The provisions of clause 17 shall survive for a period of five (5) years from the date of termination or expiry of this Agreement.

18. Bribery and Compliance

- 18.1. You must not, and warrant that you have not, in connection with this Agreement, the Grant or the Project offer, promise or give anything of value to any government official or to any person for the purpose of obtaining or retaining business or receiving favourable treatment.
- 18.2. You must comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including the UK Bribery Act 2010, the UK Modern Slavery Act 2015, and the UK Criminal Finances Act 2017.
- 18.3. You must promptly report to us any request or demand for any undue financial or other advantage of any kind received by you in connection with the performance of this Agreement of the Project.

19. Safeguarding Children and Vulnerable Adults, Equality Legislation, and Human Rights

- 19.1. If the Project involves working with children or vulnerable adults, you confirm that you have the necessary policies in place to safeguard them, that such policies are regularly reviewed, that all necessary vetting checks on staff, volunteers, consultants and advisors have been undertaken, and that you are compliant with applicable safeguarding laws.
- 19.2. In connection with this Agreement and the conduct of the Project, you must:
- 19.2.1. comply with local regulations and policies relating to equality and diversity and adhere to the principles in the British Museum's Equality and Diversity Policy, a copy of which is available on the Governance page of the British Museum website at <https://www.britishmuseum.org/about-us/governance#governance>;
 - 19.2.2. comply with all Human Rights laws (including the UK Human Rights Act 1998), statutes, regulations and codes from time to time in force;
 - 19.2.3. respect and avoid infringing the internationally recognised human rights of all people understood, at a minimum, as those expressed in the International Bill of Human Rights; and
 - 19.2.4. comply with your ethics guidelines and the ethics standards submitted as part of the grant application.

20. General

- 20.1. This Agreement shall not create any partnership or joint venture, nor any relationship of employer and employee or principal and agent between the British Museum and any other person.

- 20.2. You must not, without our prior written consent, assign, transfer, subcontract, or in any other way make over to any third party the benefits and/or the burdens of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.
- 20.3. This Agreement does not create or confer any rights under the Contracts (Rights of Third Parties) Act 1999 enforceable by any person who is not a party to this Agreement.
- 20.4. This Agreement (together with all documents attached to or referred to within it) constitutes the entire agreement and understanding between the parties in relation to the Grant and supersedes all prior arrangements, understandings, representations and agreements between them in relation to that subject matter.
- 20.5. No variation of this Agreement will be effective unless it is in writing signed by the duly authorised representatives of the parties.
- 20.6. Our choosing not to enforce, or delaying in enforcing, any part of this Agreement will not affect our right to enforce the same part later (or on a separate occasion) or the rest of this Agreement.
- 20.7. In the event that any of the terms, conditions or provisions of this Agreement are determined to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall be severed from the remaining terms, conditions or provisions which shall continue to be valid to the fullest extent permitted by law.
- 20.8. This Agreement shall be governed by and construed in accordance with the laws of England and Wales. You and we irrevocably agree to submit all disputes arising out of or in connection with this Agreement (including in relation to its existence and validity) to the exclusive jurisdiction of the English courts, save and except that nothing here contained or implied shall prevent or restrict our right to seek and obtain injunctive or other relief or otherwise to enforce the terms hereof through the laws and courts of any other jurisdiction.

If you accept the terms on which the Grant is provided under this Agreement, you should indicate your agreement to such terms by signing below.

In signing this Agreement, any individual signing on behalf of an institution represents to us that they have the authority to sign this Agreement on your behalf.

SIGNED by the Director, Endangered Material Knowledge Programme, Department of Africa, Oceania and the Americas, for and on behalf of	
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<p>THE TRUSTEES OF THE BRITISH MUSEUM</p>	
<p>[HOST INSTITUTION] ACCEPTED AND AGREED This _____ day of _____ SIGNED by _____ as authorised representative for and on behalf of the Host Institution: _____</p>	
<p>[PRINCIPAL APPLICANT] ACCEPTED AND AGREED This _____ day of _____ Read and Acknowledge by the said Researcher _____</p>	

Schedule 1

Description of the British Museum's Endangered Material Knowledge Programme

The Endangered Material Knowledge Programme (**EMKP**) is a major grant-giving programme supported by the Arcadia Fund, a charitable fund of Lisbet Rausing and Peter Baldwin. The EMKP supports research projects that document, record, make accessible and highlight knowledge around material culture, crafts and practices and that preserve community-specific skills, traditions, and wisdom in digital-born Documentation.

The EMKP aims to capture "**Knowledge**", which is to say: endangered cultural, and often contextually local, explicit and embodied, traditional knowledge, from around the world, about how objects are made, used and contextualised within their culture, as well as knowledge about traditional architecture and how communities thrive in specific local contexts (for example, taking into account climate, environment, plants and animals; the social consequences of such factors; how strategies and skills necessary to utilise local resources are built into the way people live in given places).

Although Knowledge is often self-evident to those who grow up with it, and who often learn it through embodied activities and other habitual practices, it is not necessarily something people can articulate easily. For this reason, ethnographic, anthropological and applied field techniques, based on observation, participation, interviews, discussions, and occasion-based questioning provide an important set of strategies for identifying and recording it. Much of the Knowledge is undocumented or documented inadequately and can be accessed only through focus on the things and places that people make and use.

Knowledge about locally available materials and their properties and capacities over time, to make objects that facilitate and enhance life, may be essential to ecologies, and are carefully developed, safeguarded and transmitted within communities. Objects and architecture provide a concrete focus and point of access to document it. Knowledge about the manufacture and use of tools, the creation of forms and designs, the building of structures, or located in practices relating to when and how objects and buildings are mended, repurposed or destroyed, incorporates important social, ecological and technical information. Careful documentation of Knowledge can preserve and provide research access to a wide range of information. Knowledge, which may be expressed verbally and may be documented through audio and text, or which is contained in bodily movements and may be captured on video, and which can be categorized as endangered, is preserved by the EMKP, as global cultural heritage, and made publicly available on Creative Commons Attribution-NonCommercial-ShareAlike licences (CC BY-NC-SA 4.0), through its open access online archive (the Repository).

The British Museum, through EMKP, provides funding for documentation projects related to contemporary material practices. It awards grants to individual researchers and teams of researchers undertaking Knowledge-focused research projects that use ethnographic field techniques including audio recording, video recording, scanning, photography, written observations, measured drawings, written reports (Documentation). Documentation is submitted to the EMKP in a digital format that conforms with metadata guidelines specified by the British Museum and ethically and lawfully available to be uploaded to the Repository.

Grants are awarded to researchers whose applications are assessed to qualify by an international panel of experts specialising in object and architectural documentation. Such grants are offered for a maximum of 24 months of research, and a project must commence from a start date within nine months of the award of a grant. Six months are allowed after the conclusion of a project for the delivery of a final report and provision of Documentation for upload to the Repository. Therefore, a grant allows for up to 39 months from the date it is awarded until the delivery of a project's final results to the EMKP.

FOR REFERENCE ONLY

Schedule 2

Budget

Amount that may be reallocated between heads of expenditure in any 12-month period in accordance with clause 5.2 of the Agreement: £[500 for small grant]/[1500 for large grant]

Year 1

Category	Item and description	Cost in GBP
Travel		
Accommodation		
Equipment		

Subsistence		
Remuneration		
Miscellaneous		
TOTAL		

[Year 2]

Category	Item and description	Cost in GBP
Travel		

Accommodation		
Equipment		
Subsistence		
Remuneration		
Miscellaneous		
TOTAL		

FOR REFERENCE ONLY

Schedule 3
Project Deadlines

Deadline	Date
Award Date:	
Start Date:	<i>[within 9 months of the Award Date]</i>
End Date:	<i>[within 12/24 months of the Start Date]</i>
Final Delivery Date:	<i>[within 6 months of the End Date]</i>

Report due	Date
6-Month Interim Report	
12-Month Annual Report	
18-Month Interim Report	
Final Report	

Schedule 4

Payment

Payment Schedule

From Award Date to [end of Year 1/the Final Delivery Date]		
Grant Instalment	Payable	Amount (£)
Stage 1 (60%)	Upon execution of this Agreement	
Stage 2 (30%)	After 6-month Interim Report deemed acceptable by the British Museum	
Stage 3 (10%)	After Annual Report is deemed acceptable by the British Museum	

IF LARGE PROJECT

From start of Year 2 to the Final Delivery Date		
Grant Instalment	Payable	Amount (£)
Stage 1 (60%)	After Annual Report is deemed acceptable by the British Museum	
Stage 2 (30%)	After 18-month Interim Report deemed acceptable by the British Museum	
Stage 3 (10%)	After the Final Report and Documentation are deemed acceptable by the British Museum	

Account Details

Bank name	
[must be able to receive payments in GBP]	
Branch name	
Branch address	
Account name	
Sort code (UK bank only)	
Account number	
IBAN number	
BIC/SWIFT code	
For banks that use a third-party intermediary the following information must be provided, and the Host Institution must check that the third-party bank also accepts payments in GBP.	
Bank name	
[must be able to receive payments in GBP]	
Branch name	
Branch address	
Account name	
Account number	
IBAN number	
BIC/SWIFT code	

Schedule 5

The Release

Release – photographs, video and/or audio recordings and documents for the EMKP Database

My name is

and I live at

I confirm that Dr/Mr/Ms

of

has been introduced to me as an academic researcher (“Researcher”) carrying out fieldwork into skill, knowledge, work, beliefs, lifestyle, spiritual or cultural perspectives, practices or performances (the “Knowledge”) that I possess.

I freely permit the Researcher to:

- investigate the Knowledge I possess and to create: photographic images, video and/or audio recordings in which I demonstrate, present, perform and/or explain the Knowledge I possess, and/or written observations, drawings, photographs and written reports in relation to the Knowledge I possess (“Documentation”);
- include my name, likeness, image, voice, words and/or physical appearance in the Documentation; and
- give a copy of the Documentation to the British Museum of Great Russell Street, London, England (the “British Museum”), which may include a secure international transfer from my country/territory to the United Kingdom.

I freely permit the British Museum to upload the Documentation into its online database, called the Endangered Material Knowledge Programme (“EMKP”) Repository, and I understand and agree that:

- the Documentation will be freely publicly accessible on the EMKP Repository for reuse, worldwide in perpetuity under a Creative Commons Attribution-NonCommercial-ShareAlike (CC BY-NC-SA 4.0) licence;
- to upload the Documentation on the EMKP Repository, the British Museum may need to edit, digitally enhance, alter, mix, duplicate or reformat the Documentation; and
- I can revoke my consent used by the British Museum to upload the Documentation to the EMKP Repository, but that: (i) under a CC-BY-NC-SA 4.0 licence, unaltered and altered copies, adaptations and other derivatives of the Documentation can be made; (ii) the British Museum is not able to trace, retract, delete or prevent the use or distribution of any such copies, adaptations or other derivatives that were made before my consent was revoked; and (iii) the British Museum

is not liable for any use or distribution at any time by any person of such copies, adaptations or other derivatives.

I retain [or my community retains] complete ownership of the Knowledge presented within the Documentation (including any copyright interests and performance rights subsisting in the Knowledge); and I agree that the British Museum shall not be liable to me for any loss, damage or injury caused to me by its use of my name, likeness, image, voice, words and/or physical appearance within the Documentation, unless caused by its negligence and recoverable on that ground.

I confirm that:

- the Researcher has explained to me the nature and purpose of this release and the meaning and purpose of the EMKP database and the CC-BY-NC-SA 4.0 open access licence;
 - I wish to be acknowledged in the Documentation *[by my name] [or] [in the way that I have explained to the Researcher]* †;
 - I am over 18 years of age (or I am the lawful parent or guardian of the person under the age of 18 years of age on whose behalf I am signing this consent form);
 - I have not given anyone the exclusive right to use any content of the Documentation;
 - I understand that the Researcher is not an employee of the British Museum and that they are not authorised to act on behalf of the British Museum except for the sole purpose of obtaining this release from me.
 - The British Museum will only use the Knowledge and Documentation shared by the Researcher for the purposes set out in this release and any other use of such material will be solely at the discretion of the Researcher and their employer (_____) and that the British Museum will not be responsible for any such use.
- † *delete as applicable*

Your privacy

The British Museum will process your personal data in accordance with UK Data Protection Legislation. Please read this information carefully:

1. **Lawful:** We will process your personal data to comply with the Museum's public task. Where your personal data is collected outside of the UK, your personal data will be transferred to the UK under consent or an adequacy regulation.
2. **Purpose:** To create a repository which will preserve endangered material knowledge for the benefit of future generations.
3. **Your personal data:** We are collecting your name, contact details and may collect your likeness, image, voice, words, information you provide to the Museum and/or physical appearance in the Documentation.
4. **Further use and retention:** The Documentation will be deposited by the British Museum within the EMKP Repository. These will be publicly accessible and kept indefinitely. Additional copies may also be deposited in the British Museum Archive. The personal data collected on this Release Form will be held securely and separately from the Documentation and will only be used for administrative purposes to support your participation in the Documentation. Access to this release form will be limited to the individuals involved with the EMKP and, where required, other support staff at the Museum.
5. **Your rights:**
You have the right to withdraw your consent to the processing of your personal data by the British Museum up until the Documentation has been Archived by notifying the British Museum's Data Protection Officer at compliance@britishmuseum.org. For further details on your rights, please visit www.britishmuseum.org/privacy-policy or visit www.ico.org.uk.

Signature		
Signature or mark [or signature or mark of Parent or Guardian (if under 18)]		<i>print name and address of parent, guardian or witness to a mark</i>
[Signature of a witness to a mark]		
Date		

If you have any queries about this form or wish to update your personal details: please contact the Endangered Material Knowledge Programme, Department of Africa, Oceania and the Americas, British Museum tel.: +44 (0)207 323 8819; email: emkp@britishmuseum.org