



Innovate
UK

Lead contact name
Company name
Address
Address
Address
Post code

Project Number : XXXXXXXX
Date:xxxxx

Dear XXXX,

Grant offer letter

Project title: xxxx

We are pleased to confirm your award. It is subject to the terms and conditions detailed within this letter in addition to the terms set out in the Subsidy Control section of this letter.

By accepting your award you agree to these additional terms and conditions:

1. Independent accountants report to be delivered by you to Innovate UK at the end of the project in accordance with section 12 of the Ts&Cs of Grant
2. Delivery Plan and Financial Forecast to be submitted to Innovate UK and approved prior to project start date and appended at Annex 2 of this document

Accepting your award

To confirm you wish to accept, please complete and sign Annex 1 attached to this letter, then return it projectsetup@iuk.ukri.org

Acceptance includes confirming your project start and end dates. Once your acceptance is approved these can only be changed by submitting a request through your Monitoring Officer.

Annex 1 also details your individual award allocations. These are final and cannot be negotiated. This grant offer letter provides the maximum project costs which could be claimed under this award. All participants must make sure that project costs are incremental and directly attributable to the project. In signing this letter you confirm that they will provide evidence to support the eligibility of these costs with each claim made.

Your award will be withdrawn if you do not confirm your start date within a calendar month of this letter. Any costs incurred before that start date will not be eligible for grant funding.

We wish you every success with your project.

Yours sincerely,

pp. xxxx
xxxxxxx

Innovate UK
part of **UK Research and Innovation**

Subsidy Control

Application number: **XXXXXXXXXXXX**

Date: **xxxxx**

Project title: **xxxxx**

The award must remain compliant with the Subsidy Control Act 2022 on the following basis:

No Subsidy

The funding awarded to [\[insert names of the research organisations in the consortium\]](#) is **“not a subsidy”** as defined in in Part 1 of the Subsidy Control Act 2022.

Annex 1: acceptance of award

Application number: **XXXXXXXXXXXX**

Date: **xxxxx**

Project title: **xxxxx**

I accept the offer on behalf of the project, set out in the grant offer letter and in the schedules attached.

For the purposes of the offer:

- (i) Project start date: **xxxx**
- (ii) Project end date: **xxxx**

Please note: to make administration simpler, the project start date must be the first day of a calendar month. Please also make sure the project end date falls on the last day of a calendar month, by selecting an appropriate project length.

Signed: _____

Director for and on behalf of **Lead company name**

Print name: _____

Date: _____

Eligible costs and grant allocations

Application number: **XXXXXXXXXXXX**

Date: xxxx

Project title: **xxxx**

Industry costs	XXXX XXXX
Labour	£0
Overheads	£0
Materials	£0
Capital usage	£0
Subcontract	£0
Travel and subsistence	£0
Other Costs1	£0
Other Costs2	£0
Other Costs3	£0
Other Costs4	£0
Other Costs5	£0
Other Costs WBBA	£0
Total eligible costs	£0
Rate of grant (%)	100.00%
Total grant	£0

Annex 2

Delivery Plan	
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Terms and conditions of an Innovate UK Grant Award to Innovate UK EDGE PARTNER

Background

These terms and conditions apply to the Innovate UK EDGE delivery partners (which we will refer to as 'Innovate UK EDGE partners', 'you' or 'your' from now on) when in receipt of grant funding from Innovate UK, part of UK Research and Innovation ('we', 'us' or 'our').

These terms and conditions apply to requests to fund the project named the funding proposal ('Funded Activities') funded activities and confirmed in the grant offer letter (GOL).

Where a proposal for funding is agreed you will receive a GOL confirming any specific conditions of the award that you must comply with, in addition to these terms and conditions. You must agree to these specific conditions before your funded activities can start.

The GOL and these terms and conditions will together be referred to as 'this agreement'.

1. General terms and conditions

- 1.1 We have the unilateral right to change these grant terms and conditions at any time. You cannot assign, transfer or sub-contract any of your rights or obligations under this agreement to any third party.

Rights and/or remedies under this agreement, whether exercised or not, remain available throughout the term of this agreement defined in clause 3.1. This agreement does not create any partnership or joint venture between us at law.

- 1.1.1 We accept no liability for any consequences, whether direct or indirect, that result from you undertaking the funded activities, using the grant, or Innovate UK terminating this agreement or the grant.
 - 1.1.2 We limit our liability to the amount of grant payable for which you can provide evidence of eligible costs incurred and defrayed, subject to compliance with the terms and conditions of your grant offer letter (GOL)
- 1.2 This agreement is subject to the laws of England and Wales. The grant cannot be used for any political or lobbying activity, or for any purpose other than the funded activities or the purpose described or referred to in the GOL.

2. Disclaimer

- 2.1 Innovate UK accepts no liability, financial or otherwise, for expenditure or liability arising from the funded activities funded by the Grant except as set out in these Terms and Conditions, or otherwise agreed in writing.

- 2.2 Innovate UK accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient undertaking the funded activities, the use of the Grant or from withdrawal of the Grant.

You shall compensate and not hold liable, the funder, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages. Such liability shall be limited to the value of the grant.

This includes all other liabilities arising from or incurred by reason of the actions and/or omissions in relation to the funded activities, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.

- 2.3 Innovate UK reserves the right to terminate the Grant at any time, subject to reasonable notice and to make any payment that we agree may be necessary to cover outstanding and unavoidable commitments.

If a Grant is terminated or reduced in value, no liability for payment, redundancy or any other compensatory payment for the dismissal of staff funded by the Grant will be accepted.

3. Duration

- 3.1 This agreement duration will begin on the date of the GOL and shall continue until the funded activities' end date (the 'term') also set out in the GOL, unless this agreement is terminated earlier in accordance with its provisions.
- 3.2 The funded activities' duration will begin on the funded activities start date set out in the GOL and end on the funded activities end date (the 'funded activities term') also set out in the GOL unless this agreement is terminated earlier in accordance with its provisions.

4. Your obligations

- 4.1 As a funding recipient, you will:
- 4.1.1 manage the funded activities in accordance with the terms of this agreement.
 - 4.1.2 take good account of the business practises and standard of behaviour outlined in the Cabinet Office '[Code of Conduct for Recipients of Government General Grants](#)'
 - 4.1.3 not sub-contract any of your work on the funded activities (unless previously agreed with us) In any instance, you would remain accountable to Innovate UK – UKRI for the subcontracted work, and you will retain all rights, obligations and responsibilities assigned to you under this letter, none of which can be transferred to a third party as a result of you subcontracting any work to them.
 - 4.1.4 inform your Innovate UK Monitoring Officer
 - of any issue or material change that could affect the progress, or delivery of the funded activities and of any changes to your constitution, legal form, membership structure (if applicable) or ownership.

- if you, your staff, officers or volunteers associated with the funded activities are subject to any complaint or investigation into dishonesty, fraudulent activities or business misconduct, carried out by any regulatory body or the police.
 - of any allegations, whether proven or not, of fraud, criminal convictions, bankruptcy arrangements, or disqualifications
- 4.1.5 fully co-operate with us, responding to any requests for information promptly and comprehensively and allowing reasonable (audit) access to your sites and staff upon request
- 4.1.6 take out and maintain insurance covering your risks and liabilities for appropriate amounts and in keeping with good commercial practice.
- 4.1.7 comply with all applicable laws and regulations in carrying out your activities under this agreement.
- 4.1.8 have and maintain adequate procedures to manage and monitor any actual or perceived bias or conflicts of interest in any personal, business or professional activities by you or your representatives which conflict or could conflict with any of your obligations under this agreement.
- 4.1.9 provide the Monitoring Officer within 40 days of the end of the stated funded activities, with:
- the agreed final reports.
 - any supporting documentation
 - confirmation that the final claim has been submitted.
 - confirmation that the final independent accountant's report (IAR) or Statement of Expenditure (please refer to Annex 6) has been submitted

We will not consider any project change requests (PCRs) for project extensions in the final quarter of the project

- 4.2 Funding recipients must provide to us, and any data-sharing partner we appoint, any information we need to create an evaluation report. This will be for the term of the grant and for a further period beyond this as specified in your GOL.
- 4.3 You will take reasonable account of the principles explained on the [UKRI Trusted Research and Innovation](#) page and the guidance issued by the National Protective Security Authority (NPSA) The UKRI principles expect grant recipients to have robust arrangements for:
- 4.3.1 assessment of partner suitability
 - 4.3.2 management of information and knowledge sharing
 - 4.3.3 management of commercial applications including intellectual property
 - 4.3.4 compliance with any relevant controls as explained in the [Export Controls Joint Unit](#) pages

- 4.4 You must comply with the requirements stated in The National Security and Investment (NSI) Act 2021 and the statutory UK Strategic Export Control Lists.

5. Warranties

- 5.1 As of the effective date of this agreement, you warrant to Innovate UK that:

- 5.1.1 you have all necessary resources and expertise to deliver the funded activities (this assumes your reliance on, and timely receipt of the grant and any conditions specified in the GOL)
- 5.1.2 you are not subject to any contractual or other restriction imposed by your or any other organisation's rules or regulations or otherwise which may prevent or impede you from meeting your obligations in connection with the grant.
- 5.1.3 you have not committed any offence under the Bribery Act 2010
- 5.1.4 you have adequate procedures in place for dealing with any conflicts of interest.
- 5.1.5 all financial and other information concerning you which has been disclosed to Innovate UK is, to your reasonable knowledge and belief, true and accurate.
- 5.1.6 you are not aware of anything in your own affairs, which you have not disclosed to Innovate UK, which might reasonably have influenced the decision of Innovate UK to make the grant on the terms contained in this agreement.
- 5.1.7 since the date of your last accounts (if any) there has been no significant change in your financial position or prospects which you have not declared to Innovate UK which may impact on your ability to deliver.
- 5.1.8 you are not subject to an outstanding order for the recovery of subsidy by UKRI, IUK or any other UK public authority or which has otherwise been declared by a court or a regulator to be unlawful and/or incompatible with the Subsidy Control Act 2022.
- 5.1.9 you are not subject to an outstanding order for the recovery of any other State aid which has been declared by the European Commission to be unlawful and incompatible with the Single Market.
- 5.1.10 if the Subsidy Control Act 2022 applies to the grant funding (see section 13, you are not subject to collective insolvency proceedings nor do you fulfil the criteria under UK domestic law for being placed in collective insolvency proceedings at the request of your creditors.
- 5.1.11 if the State Aid Rules apply to the grant funding (see section 13), you are not an 'Undertaking in Difficulty' as defined in the State Aid rules (GBER 2014).

6. Payment of grant

- 6.1 We will only pay your grant into your business account at a UK clearing bank or one of its subsidiary banks within the UK. Innovate UK may accept an account at an alternative bank in exceptional circumstances at our discretion and by prior agreement.

Your grant will be paid by instalments quarterly (unless otherwise agreed by Innovate UK) and in arrears on submission of a claim. This will be for your net eligible costs incurred, invoiced and paid in the quarter (or other period) covered by the claim.

You accept that the eligible costs you can claim are limited to those types of costs approved by our Project Finance Team and communicated to you before the issue of the GOL.

- 6.2 You must provide evidence to Innovate UK through the Innovation Funding Service Post Award (IFSPA) for each grant claim. You must discuss costs with your Monitoring Officer **before** they can approve and submit your claim for payment to Innovate UK.
- 6.3 Your claims must be supported by a revised forecast of eligible funded activity costs. These should detail expected costs for each future claim period and highlight any variations from the last forecast. Your claim might need to be supported by an independent accountant's report (as required) as set out in section 12 below.
- 6.4 You are required to have a time recording arrangement which allows you to accurately record time charged to Innovate UK EDGE funded activities. All labour claims must be supported by a time recording arrangement included within your funded activities' Work Package(s), which includes:
- The date and number of hours worked per day
 - Start and finish time
 - A brief description of the work completed and associated Work Packages
 - The name of the staff member completing the task.
 - Actual rate of labour
- 6.5 The time recording system should clearly show when, who and what has been carried out by employees. These should provide sufficient evidence to support the submission of timely and accurate claims and to demonstrate that your eligible funded activity costs comply with the Subsidy Control Act 2022 or State Aid Rules (as applicable) and as outlined in section 13.
- 6.6 To comply with the Subsidy Act 2022, these records must be kept for 10 years following your receipt of the grant and must be supplied to satisfy requests for evidence of compliance within 20 days if requested.

Funding recipients should be open and transparent and must provide additional information if asked. For example, this may include details of staff contributing to the funded activities, or the nature of the relationship between the consortium members. We may require this for assurance purposes prior to the payment of a claim.

- 6.7 Claims must be for completed quarters only. The exception is the final quarter which is the only occasion when you can submit a claim for costs incurred but not necessarily paid, provided that the cost is:
- for labour, overhead and/or travel and subsistence only
 - paid within 30 days of the relevant funded activities end date, and
 - included within the final independent accountant's report (where applicable).
- 6.8 Innovate UK will normally pay the grant within 30 days unless we need further information to support the claim. We agree to raise requests for further information, if any, within 14 days of receiving the claim.
- 6.9 All Claims must be submitted or completed as draft within 30 days of the period end. Innovate UK does not have to pay any claim received more than 30 days after the end of the quarter to which it relates.
- 6.10 Innovate UK will retain 10% of your maximum grant value until the funded activities are complete and we have received:
- Final claim
 - Supporting claim evidence information
 - Final funded activities report
 - Final independent accountant's report (IAR) (where applicable)
- 6.11 We will not pay the final claim or the 10% retained value if the items listed above are received later than 3 months after the relevant funded activities end date. Payment of the retained value (10%) is subject to the contents of the final accountant's report (where applicable). Adjustments may mean that you are not entitled to receive all of the retained value.
- 6.12 You are responsible for maintaining contemporaneous and detailed records and documentation relating to the use of your grant, including timesheets, invoices pay records and other documents.
- 6.13 Where you use subcontractors, we reserve the right to request further information and conduct further checks. Any relationship between the funding recipient and subcontractor must be declared.

The funding recipient must be able to demonstrate that value for money is obtained in the procurement of goods, services or works funded by the grant.

The procurement process must reflect that which a participant would typically use concerning its own money, with equal, or greater, vigilance. An inferior process will not be accepted. A funding recipient cannot sell services or equipment to other funding recipients at a profit.

- 6.14 Innovate UK may appoint an auditor, at our expense, to ensure you are complying with the terms and conditions of this agreement. You agree to give the auditor or person nominated by UKRI, access to your funded activity records within 2 weeks' notice of their appointment.

If the auditor determines that all or part of the grant has been misapplied or that you should repay all or part of the grant to Innovate UK, we may recover the cost of the auditor's work from you.

- 6.15 Innovate UK will not make payment for funded activity costs that you are already in receipt of, whether from Innovate UK (in a separate award) or any other funding organisation.

In the event that separate funding has been awarded for costs associated with the same funded activity deliverables it is the responsibility of you to notify Innovate UK and any other funding organisation. This will allow the awarding organisations to agree who should fund the relevant costs.

If you are found to be claiming duplicate funded activity costs whilst in receipt of separate funding ('double dipping') Innovate UK will consider terminating the funded activities, recovering all funded activity costs and where there is evidence of dishonesty (Fraud Act 2006), referring the matter to the Police.

7. Suspension, termination and repayment of grant

- 7.1 Innovate UK may suspend, terminate and/or reclaim the grant in whole or in part. We will take appropriate care in how we do this, but in certain circumstances Innovate UK can immediately suspend grant payments.
- 7.2 If we have concerns that mean we might need to suspend, terminate or reclaim the grant, we will write to inform you and you will then have 30 days to address our concerns.
- 7.3 Examples of events that may result in Innovate UK suspending grant payments include, but not limited to:
- 7.3.1 Misuse of the grant funds, including, in a fraudulent or financially misleading way or for purposes not declared in your proposal or agreed to subsequently by Innovate UK (or the Contracting Authority if specified as other than Innovate UK in the GOL).
 - 7.3.2 false statements in any part of your proposal for grant or funded activities documentation.
 - 7.3.3 failure to maintain satisfactory progress on the funded activities in the opinion of Innovate UK.
 - 7.3.4 any significant changes to the proposed outcomes of the funded activities
 - 7.3.5 failure to comply with any terms and conditions of this agreement.

- 7.3.6 behaviour or activity by you, your staff, representatives or contractors which, in the reasonable opinion of Innovate UK is non-compliant with legislation or HM Government policies, or is detrimental to the reputation of Innovate UK, UK Research and Innovation or the Department for Business, Energy and Industrial Strategy, or is otherwise detrimental to the public interest.
- 7.3.7 you commit a breach of your obligations in section 13
- 7.4 Examples of events that may result in Innovate UK terminating the grant include, but not limited to:
 - 7.4.1 failure to resolve to Innovate UK's satisfaction, or not being able to resolve, the reasons for suspension.
 - 7.4.2 being found to have applied for and secured multiple awards from Innovate UK or UK Research and Innovation for the same or largely interchangeable funded activity scopes.
 - 7.4.3 being found to have breached any of Innovate UK's policies with which you had previously been required to comply as a condition of the award of the grant.
 - 7.4.4 admit inability to pay debts or are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act of 1986 (IA1986)
 - 7.4.5 a change to your legal status or ownership which you have failed to declare or have misrepresented to us.
 - 7.4.6 you are in breach of any of the warranties contained in section 5.
 - 7.4.7 you use the grant for purposes other than those contained within the proposal and description of the funded activities without the consent of Innovate UK.
 - 7.4.8 you have failed completely to provide or, in the reasonable opinion of Innovate UK, failed to make reasonable effort to collect and/or provide the information requested of you by Innovate UK in accordance with section 6
 - 7.4.9 behaviour or activity by you, your staff, your auditor, your accountant, representatives or contractors involving an act of fraud, dishonesty, malfeasance, misrepresentation or any serious financial irregularity in respect of you or your operations which has or could have a serious adverse effect on you, Innovate UK, or both.
 - 7.4.10 you commit a breach of your obligations in section 13.
- 7.5 If you do not resolve an issue causing suspension or if we terminate the grant, you may be required to repay some or all, of the grant.
- 7.6 Innovate UK has the right to take all reasonable steps to reclaim any or all of the grant already claimed by you, should it be necessary for Innovate UK to suspend or terminate your grant or terminate this agreement for any reason.

- 7.7 If in the reasonable opinion of Innovate UK, any of the events set out in clauses 7.3 or 7.4 have occurred, Innovate UK shall take into account your conduct and that of individuals associated with this project in relation to future grant applications.

This clause 7.7 relates to you and any individuals associated with this agreement and is applicable whether or not the agreement is suspended or terminated.

- 7.8 Where there is an underspend in grant funds paid to or claimed by you at the funded activity end date, the full value of the underspend will be returned to Innovate UK immediately.
- 7.9 Should you need to withdraw from the funded activities or terminate it for reasons agreed with Innovate UK Monitoring Officer, Innovate UK will meet any eligible costs. This covers costs related to the funded activities that you have reasonably incurred and paid before the date of withdrawal or termination, including all financial commitments to third parties, as reviewed, and approved by the Monitoring Officer.

8. Dispute resolution

- 8.1 Where a dispute arises between you and Innovate UK, we would encourage you to contact us to discuss how the matter can be resolved. If a mutually acceptable resolution cannot be achieved within 30 days of you contacting us, Innovate UK has the right:
- 8.1.1 unilaterally to terminate the grant and potentially to seek repayment of all or part of the grant funds previously paid to you
 - 8.1.2 or if both parties agree, to refer the matter to the London Court of International Arbitration (LCIA), whose decision will be binding. Any arbitration will be conducted in accordance with LCIA Arbitration Rules before one arbitrator seated in London.

9. Force majeure

- 9.1 Where an event of force majeure, or a change to the laws of the United Kingdom England and Wales, UK government or devolved administration policy or State Aid Rules occurs which affects Innovate UK's ability to continue funding your funded activities, we can terminate this agreement by giving you as much written notice as reasonably possible.

In such circumstances, Innovate UK will meet any eligible costs in respect of the funded activities that you have reasonably incurred and paid before the date of termination of this agreement.

10. Monitoring

- 10.1 Innovate UK is required to demonstrate to UK Research and Innovation and the Department for Science, Innovation and Technology (DSIT) the effective performance management of funded activity delivery. Your funded activities will be monitored by Innovate UK's monitoring service.

- 10.2 Throughout the term of your funded activities, your progress is monitored by Innovate UK through your Monitoring Officer who together with the Innovate UK EDGE Management Team are your first points of contact for official notifications, queries and correspondence regarding your funded activities with Innovate UK, unless otherwise required by this agreement. You should comply with any reasonable request for information and deadlines by your Monitoring Officer.
- 10.3 Your designated Partner Manager, and others as may be agreed from time to time, will meet with your Monitoring Officer once a calendar quarter (or agreed period) to review your report for the period since the last monitoring meeting. You should deliver this report to your Monitoring Officer no later than 15 days following the end of the previous quarter (or agreed period).
- 10.4 Your Monitoring Officer will require you to provide satisfactory evidence of the funded activity delivery in the following 3 aspects:
- Technical assurance (scope and outputs)
 - Financial assurance (cost)
 - Project management assurance (time, risk management and delivery management)
- 10.5 Failure to provide satisfactory evidence in any one of these areas will prevent your Monitoring Officer from validating your claims.

11. Equality, Diversity and Inclusion

- 11.1 You must ensure that equality, diversity and inclusion (EDI) is considered and supported at all stages throughout the project, in accordance with all relevant legal obligations, including but not limited to those of anti-discrimination in the Equality Act 2010.
- 11.2 We collect EDI data in accordance with our duty to advance equality of opportunity between those who share a protected characteristic and those who do not.
- 11.3 Equality, diversity and inclusion (EDI) will be monitored during the term of the funded activities and its evaluation. This will require (and is not limited to) sharing of staff EDI data when requested, and monitoring and reporting on EDI outcomes and impact in line with the Equality Act 2010.
- 11.4 Where embedding EDI into the funded activities has been outlined as a requirement by Innovate UK, you must conform to this within the scope of the activity. It is anticipated that you will engage with associated events and support provided by UK Research and Innovation, where applicable.
- 11.5 Innovate UK stores and manages data in line with UK General Data Protection Regulation, the Data Protection Act 2018 and the [Innovate UK privacy notice and information management policy](#).

12. Project Assurance and Compliance

- 12.1 You agree to appoint an independent accountant (where applicable) who will inspect your financial statements relating to the grant. They will prepare an independent accountant's report (IAR), at the intervals and including the information set out in, Innovate UK's guidance note. The last of these is referred to as the final IAR.
- 12.2 You must appoint an independent accountant in a manner consistent with Innovate UK's Standard Terms of Engagement of Accountants (Annex 5). Please refer to Annex 6, Independent Accountants Report Intervals and Annex 7, Independent Accountants Report Template. These documents will be given to you by the Awards Team.
- 12.3 You must meet your statutory financial accounting obligations and provide access to both statutory and management accounts to Innovate UK, UKRI or its nominated representatives, at all reasonable times.
- 12.3.1 UKRI retains the right to carry out a visit to the registered UK office without prior notice when conducting an investigation into any grants you have received from Innovate UK
- 12.3.2 All reasonable efforts must be made to comply with any requests before, during or after the time of the visit
- 12.3.3 You must provide access to all supporting project documentation to Innovate UK and any of its nominated representatives (including members of UKRI), who reserve the right to request and access additional information to facilitate our due diligence checks as part of the grant assurance process. This includes but is not limited to, the company directors, shareholders and employees who either undertook work or supported the project
- 12.3.4 You must allow UKRI and appointed representatives to access all physical copies of documentation they deem necessary for the purpose of their audit or investigation. This includes whilst on a visit to Innovate UK EDGE partners' premises or when requested during the course of an investigation or review. Where appropriate the original version should be provided
- 12.4 Innovate UK may ask you to submit an additional independent accountant's report if any of the following occur:
- you withdraw from the funded activities.
 - the funded activities are terminated.
 - you submit a claim disclosing expenditure substantially greater than forecast, in the opinion of your Monitoring Officer.
 - where errors identified during the claims review process cannot be resolved between Innovate UK and the Innovate UK EDGE partner.
 - you are suspected of breaching the terms and conditions of this agreement.

13. UK Subsidy obligations

- 13.1 The State Aid Rules (see Article 10 of the Windsor Framework) will apply to the grant funding where the grant funding will affect trade between Northern Ireland and the EU as envisaged by Article 10 of the Windsor Framework in the EU Withdrawal Agreement. In such cases, the provisions in Annex A in these terms and conditions will apply to the funding.
- 13.2 In all other circumstances, you must always ensure that the grant funding awarded to you is compliant with the Subsidy Control Act 2022.
- Further information about the Subsidy Control Act 2022 can be found in Innovate UK's [general guidance for applicants](#).
- 13.3 You must inform Innovate UK of any other public funding applied for or awarded against the eligible costs covered by this award of grant.
- 13.4 No subcontract or other agreement with a third party can be made which would constitute a breach of the Subsidy Control Act 2022.

14. Publication of information

- 14.1 You must observe any publicity embargo on the announcement of successful funded activities until you receive notification from Innovate UK that such publicity embargo as applies has been lifted.
- 14.2 In any online or printed materials related to activities funded by this grant, you must:
- Use the approved logo and or materials prominently
 - Use wording describing the activities from Innovate UK in your communications.

15. Intellectual property rights

- 15.1 Any intellectual property rights (IPRs) developed during or as a result of the funded activities are owned by Innovate UK.
- 15.2 You will ensure that you have the necessary rights to use or access third party IPR needed to carry out the funded activities.
- 15.3 You manage IPRs in a professional and business-like manner in order, amongst other things:
- to help the achievement of Innovate UK's overall aims of encouraging the commercialisation of new technologies
 - to helping businesses to grow by benefiting from UK research
 - to enhance the growth of high technology industry in UK.
 - to comply with the National Protective Security Authority (NPSA) guidance as highlighted in the Obligations clause 4.3

16. Confidentiality and information management

- 16.1 Innovate UK has the right to request access to any additional information we feel necessary for our assurance and due diligence processes, in connection with this award. You must provide or allow access to such information within 20 working days of our request.
- 16.2 All your information disclosed deliberately or otherwise will be treated by Innovate UK as confidential information and commercially sensitive, unless otherwise marked or agreed in writing.

For the avoidance of doubt, it is at your discretion and must be with the agreement of the relevant third parties, if you choose to disclose confidential information of third parties to Innovate UK, at which point it will be treated as confidential information by Innovate UK unless marked otherwise.

- 16.3 Innovate UK, as part of UK Research and Innovation (UKRI) has an obligation to respond to specific requests, including requests made under the Freedom of Information Act and the Environmental Information Regulations and which may involve the disclosure of information relating to the grant or provided by you.

If an organisation is holding information on Innovate UK's behalf, it will provide appropriate assistance to meet the obligation. In instances where the disclosure of information is not already in the public domain, UKRI will try to consult the organisation before disclosure, but it is under no obligation to do so.

The decision to disclose any information in response to such requests will remain the responsibility of UKRI, if an organisation has concerns relating to requests, we will engage with the organisation and take its views into account if applicable.

- 16.4 [UKRI's privacy notice and supporting information provide further details on how data is used.](#)

This can include personal data, confidential or commercially sensitive information and details how we use this information to deliver our funding, demonstrate impact, support and connect innovative businesses, and encourage sustainable economic growth for the UK.

17. Impact and Evaluation data

- 17.1 Innovate UK's work aims to make an impact for the economy, wider society, and natural environment. As a publicly funded organisation, it is important that we can evidence the contributions we make through our interventions. As such, Innovate UK is required to evaluate activities across all funded activities for accountability purposes and to provide lessons for future programme designs.
- 17.2 Innovate UK or any independent evaluator appointed by Innovate UK may contact individuals to gather data through primary data collection methods for evaluating the impact of your funded activities. Your data will not be published or referred to in a way which identifies any individual or business without your consent. Innovate UK may develop case studies to promote the activity being delivered through this funding.

The data can include, but is not limited to, information needed for benefit, realisation and evaluation relating to your project organisations and grant funded activities. This is

throughout the duration of the funded project and for up to 10 years from the end date of the project.

- 17.3 Innovate UK handles personal data in accordance with current UK data protection legislation. Further information can be found in the UKRI privacy notice.

18. UK statutory framework

- 18.1 Innovate UK is required to comply with all legislation in England and Wales.
- 18.2 You must also comply with all legislation (including in the devolved administrations) where they apply to you and to act in a way that does not affect our ability to comply.
- 18.3 We particularly draw to your attention
- the Bribery Act 2010
 - the Data Protection Act 2018 and UK General Data Protection Regulation (GDPR)
 - the Fraud Act 2006
 - the Health and Safety at Work Act 1974
 - the Equality Act 2010
 - the Modern Slavery Act 2015
 - the Procurement Regulations 2015.

19. Human rights, Safeguarding and Whistleblowing

- 19.1 You shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if You were a public body (as defined in the Human Rights Act 1998).
- 19.2 To prevent exploitation, abuse or harm from occurring, all relevant safeguarding legislation must be adhered to. We particularly draw your attention to child protection legislation and the Modern Slavery Act 2015.

You must have sufficient policies and/or processes in place in order to foster Safeguarding and to adhere to [UKRI's Preventing Harm \(Safeguarding\) in Research and Innovation policy](#).

- 19.3 You shall undertake, or refrain from undertaking, such acts as Innovate UK requests so as to enable the Funder to comply with its obligations under the Human Rights Act 1998.
- 19.4 You should adhere to good practice recommended by the [National Audit Office Assessment Criteria for Whistleblowing policies](#).

20. Waiver

- 20.1 No failure or delay by Innovate UK to exercise any right or remedy under these Terms and Conditions shall be understood as a waiver of any other right or remedy in these terms and conditions

21. Status

- 21.1 If any provision of these terms and conditions is found by a court or other legitimate body to be illegal, invalid or unreasonable, it will not affect the remaining terms and conditions which will continue in force.

22. Entire agreement

This agreement constitutes the whole agreement between Innovate UK and supersedes all previous agreements between us relating to the funded activities.

Each party acknowledges that, in entering into this agreement, it has not relied on and has no right or remedy in respect of any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement. Nothing in this paragraph shall limit or exclude any liability for fraud or for fraudulent misrepresentation.

Annex A – EU State aid law

1. The provisions of this Annex A only apply where the grant funding awarded falls within the scope of clause 13.1 and has been assessed against Article 10 of the Windsor Framework.
2. Unless otherwise stated in the GOL, Innovate UK makes the award consistent with the General Block Exemption Regulation (GBER)2014 and subsequent amendments.

You must ensure at all times that you are compliant with the State Aid Rules under which you have been awarded. Further information about the State Aid Rules can be found in the section on State Aid in Innovate UK's funding rules section of the general guidance for applicants.

3. You must inform Innovate UK of any other public funding applied for or awarded against the eligible costs covered by this award of grant. It is your responsibility to ensure that the cumulative total of public funding and aid intensity you are receiving for the funded activity does not exceed those limits stated in GBER.

You must ensure you comply with State Aid Rules, which are those rules contained in Articles 107 to 109 of Section 2, Title VII, of the Common Rules on Competition, Taxation and Approximation of Laws, Consolidated versions of the Treaty on European Union and the Treaty on the Functioning of the European Union (2008/C 115/01).

4. Innovate UK will immediately stop grant payments to you in any and all funded activities if you become subject to a recovery order that follows on from a previous European Commission decision, which declares any aid you have received as illegal and incompatible with the internal market.
5. Where you are required by an order of the European Commission to repay any grant to Innovate UK that is found to be unlawful State Aid, interest will be charged on the amount being reclaimed from the date of payment at the applicable legislated rate.
6. No subcontract or other agreement with a third party can be made which would constitute a breach of your obligations under the State Aid Rules.
7. You acknowledge that Innovate UK may be required to provide the European Commission with information about the financial assistance given to you by Innovate UK and you agree to provide such assistance as Innovate UK shall reasonably request.