



Alex Sbardella  
UNICARD LIMITED  
Unicard Ltd, Peartree Business Centre  
Cobham Road  
Ferndown Industrial Estate  
Wimborne  
BH21 7PT

**Application number: 10034897**  
**Date: Thursday, 25 August 2022**

Dear Alex,

**Grant offer letter**

**Competition: Innovate UK Smart Grants: January 2022**  
**Project title: Unicard Multi-Operator Ticketing Broker**

We are pleased to confirm your award. It is subject to the terms and conditions detailed within this letter in addition to those you agreed to by submitting your application in the Innovation Funding Service and the terms set out in the Subsidy Control section of this letter.

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

- [REDACTED]

Accepting your award:

To confirm you wish to accept, please complete and sign Annex 1 attached to this letter, then return it through the Innovation Funding Service.

Acceptance includes confirming your project start and end dates.

Annex 1 also details your individual award allocations. These are final and cannot be negotiated.

Your award will be withdrawn if you do not confirm your start date within a calendar month of this letter.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. Barry Shaw  
Deputy Director - Operations Delivery  
**Innovate UK**  
part of **UK Research and Innovation**

## **Subsidy Control**

**Application number: 10034897**

**Date: Thursday, 25 August 2022**

**Competition: Innovate UK Smart Grants: January 2022**

**Project title: Unicard Multi-Operator Ticketing Broker**

The award must remain compliant with the UK International Obligations for Subsidy Control on the following basis:

The funding awarded to UNICARD LIMITED is a “**subsidy**” under the UK International Obligations for Subsidy Control but can be lawfully granted as it respects the principles in Article 3.4 of Chapter 3 (Subsidy Control), Title XI, Part 2 of the Trade and Cooperation Agreement between the European Union and the United Kingdom and is not a prohibited subsidy falling within Article 3.5.

**Annex 1: acceptance of award**

**Application number: 10034897**  
**Date: Thursday, 25 August 2022**  
**Competition: Innovate UK Smart Grants: January 2022**  
**Project title: Unicard Multi-Operator Ticketing Broker**

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 .....
- (ii) Project end date .....

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 **UNICARD LIMITED**

Print name: \_\_\_\_\_

Date: \_\_\_\_\_

**Eligible costs and grant allocations**  
**Application number: 10034897**  
**Date: Thursday, 25 August 2022**  
**Competition: Innovate UK Smart Grants: January 2022**  
**Project title: Unicard Multi-Operator Ticketing Broker**

| <b>Industry costs</b>       | <b>UNICARD LIMITED</b> |
|-----------------------------|------------------------|
| Labour                      |                        |
| Overheads                   |                        |
| Materials                   |                        |
| Capital usage               |                        |
| Subcontract                 |                        |
| Travel and subsistence      |                        |
| Other costs 1               |                        |
| Other costs 2               |                        |
| Other costs 3               |                        |
| Other costs 4               |                        |
| Other costs 5               |                        |
| Other costs WBBA            |                        |
| <b>Total eligible costs</b> | £498,290               |
| <b>Rate of grant (%)</b>    | 44.999900%             |
| <b>Total grant</b>          | £224,230               |

# Terms and conditions

## 1. Background

**These terms and conditions apply to organisations (which we will refer to as 'you' or 'your' from now on) who are applying for grant funding from Innovate UK, part of UK Research and Innovation ('we', 'us' or 'our'). This includes applications made singly or in collaboration with other applicants. These terms and conditions apply to requests to fund the project named in the funding application and confirmed in the grant offer letter (GOL).**

**If your application for funding is successful, 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 sign and upload the GOL before your project can start. The GOL and these terms and conditions will together be referred to as 'this agreement'.**

## 2. General terms and conditions

1. We have the unilateral right to change these grant terms and conditions at any time, giving 3 months' notice. 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 4.1. This agreement does not create any partnership or joint venture between us at law. We:
  1. accept no liability for any consequences, whether direct or indirect, that result from you undertaking the project, using the grant, or Innovate UK terminating this agreement or the grant and
  2. limit our liability to the amount of grant payable for which you can provide evidence of eligible costs incurred and defrayed, provided you are not in breach of its terms.
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 project or the purpose described or referred to in the GOL.

## 3. Disclaimer

1. Innovate UK accepts no liability, financial or otherwise, for expenditure or liability arising from the project or programme funded by the Grant except as set out in these Terms and Conditions, or otherwise agreed in writing.
2. Innovate UK accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant. The Recipient shall indemnify and hold harmless the Funder, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.
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.

## 4. Duration

1. This agreement comes into effect on the date of the GOL. It continues until the project end date set out in the GOL or on any other date subsequently agreed by us, unless this agreement is terminated earlier in accordance with its provisions (the 'term').
2. The project duration will begin on the project start date set out in the GOL and end on the project end date (the 'project term') also set out in the GOL unless this agreement is terminated earlier in accordance with its provisions. The project start date and end date will be confirmed when you set up your project. Any changes to these dates need to be agreed with us.
3. The terms and conditions of this grant will begin on the date of the GOL and shall continue after the project term for a period of 6 years.

4. Any obligations under these Terms and Conditions that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled by You.

## 5. Waiver

**No failure or delay by Innovate UK to exercise any right or remedy under these Terms and Conditions shall be construed as a waiver of any other right or remedy.**

## 6. Status

**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.**

## 7. Joint and several liability

**Where the You are not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign these Terms and Conditions on behalf of the You shall be jointly and severally liable for the Recipient's obligations and liabilities arising under these Terms and Conditions.**

## 8. Your obligations

1. As a successful applicant, you will:
  1. manage the project in accordance with the terms of the application as awarded by us, and this agreement.
  2. not sub-contract any of your work on the project (unless previously agreed with us)
  3. inform us promptly, through your Monitoring Officer (MO),
    1. of any issue or material change that could affect the progress, delivery or exploitation of the project and of any changes to your constitution, legal form, membership structure (if applicable) or ownership.
    2. if you, your staff, officers or volunteers are subject to any complaint or investigation into dishonesty, fraudulent activities or business misconduct, carried out by any regulatory body or the police.
    3. of any allegations, whether proven or not, of fraud, criminal convictions, bankruptcy arrangements, or disqualifications
  4. 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
  5. take out and maintain insurance covering your risks and liabilities for appropriate amounts and in keeping with good commercial practice.
  6. comply with all applicable laws and regulations in carrying out your activities under this agreement.
  7. 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.
  8. provide the MO, within 90 days of the end of the project, with:
    1. the final project reports.
    2. any supporting documentation
    3. confirmation that the final claim has been submitted.
    4. confirmation that the final independent accountant's report has been submitted.
  9. Take reasonable account of the guidance on trusted research and innovation issued by the [Centre for the Protection of National Infrastructure | CPNI](#).
  10. Comply with the requirements stated in [The National Security and Investment \(NSI\) Act 2020](#).
2. Successful and unsuccessful applicants must give us, and any data-sharing partner we appoint, any information we need to create an evaluation report. For successful applicants this will be during the term of the grant and for a further period as specified in your GOL.

3. To receive your award, you must start your project within 90 days of the date of your award notification.

## **9. Ownership**

1. Innovate UK has awarded this grant on the basis of the ownership details provided in your application. If ownership of the Company changes during the course of the grant funded project Innovate UK has the right to suspend or terminate the grant and to recover the value of the grant paid up to that time. Furthermore, failure to disclose a change in ownership may result in the suspension or termination of a grant.
2. Where Innovate UK has reasonable grounds for believing that a grant funded project presents a risk to UK national security or national interests more generally Innovate UK shall have the right to suspend or terminate that grant without further notice.

## **10. Payment of grant**

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.
2. You must provide evidence to Innovate UK through the Innovation funding service (IFS) for each grant claim. You must discuss costs with your MO before they can approve and submit your claim for payment to Innovate UK.
3. Your claims must be supported by a revised forecast of eligible project 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 set out in section 14 below.
4. You are required to have a time recording arrangement which allows you to accurately record time charged to Innovate UK projects. All labour claims must be supported by a time recording arrangement which includes:
  1. the date and number of hours worked per day.
  2. start and finish time.
  3. a brief description of the work completed and associated Work Package(s)
  4. the name of the staff member completing the task.
  5. an hourly rate
5. 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:
  1. for labour, overhead and/or travel and subsistence only
  2. paid within 30 days of the project end date, and
  3. included within the final independent accountant's report.
6. 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.
7. 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.
8. Innovate UK will retain 10% of your maximum grant value until the project is complete and we have received:
  1. Final claim
  2. Supporting claim evidence information
  3. Final project report
  4. Final independent accountant's report (IAR)We will not pay the final claim or the 10% retained value if the items listed above are received later than 3 months after project completion date. Payment of the retained value (10%) is subject to the contents of the final accountant's report. Adjustments may mean that you are not entitled to receive all of the retained value.
9. You are responsible for maintaining contemporaneous and detailed records and documentation relating to the use of your grant, including timesheets, invoices and other documents.

10. 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 project costs comply with the UK Subsidy Control Framework or State Aid Rules (as applicable) and as outlined in section 16.
11. 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. Grant recipients should be open and transparent and must provide additional information if asked. For example, this may include details of staff contributing to the project, or the nature of the relationship between the consortium members.
12. Where you use subcontractors, we reserve the right to request further information and conduct further checks. Any relationship between the funded project partner and subcontractor must be declared. The lead project partner 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 project partner cannot sell services or equipment to other project partners at a profit.
13. 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 project 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.
14. Innovate UK will not make payment for project costs that you are already in receipt of, whether from Innovate UK (in a separate project award) or any other funding organisation. In the event that separate funding has been awarded for costs associated with the same project 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 project costs whilst in receipt of separate funding ('double dipping') Innovate UK will consider terminating the project, recovering all project costs and where there is evidence of dishonesty (Fraud Act 2006), referring the matter to the Police.

## **11. Monitoring**

1. Innovate UK is required to demonstrate to UK Research and Innovation and the Department for Business, Energy and Industrial Strategy (BEIS) the effective performance management of project delivery. Your project will be monitored by Innovate UK's project monitoring service.
2. Throughout the term of your project, your progress is monitored by Innovate UK through your Monitoring Officer (MO). Your MO is your first point of contact for official notifications, queries and correspondence with Innovate UK, unless otherwise required by this agreement. You should comply with any reasonable request for information and deadlines by your MO.
3. Your project manager, and others as may be agreed from time to time, will meet with your MO once a calendar quarter (or agreed period) to review your written report for the period since the last monitoring meeting. You should deliver this report to your MO no later than 14 days before the scheduled monitoring meeting.
4. Your MO will require you to provide satisfactory evidence of project delivery in the following 3 aspects:
  1. Technical assurance.
  2. Financial assurance.
  3. Project management assurance.

Failure to provide satisfactory evidence in any one of these areas will prevent your MO from validating your claims.

## **12. Warranties**

1. As of the effective date of this agreement, you warrant to Innovate UK that:
  1. you have all necessary resources and expertise to deliver the project (this assumes your reliance on, and timely receipt of the grant and any conditions specified in the GOL)
  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.
  3. you have not committed any offence under the Bribery Act 2010
  4. you have adequate procedures in place for dealing with any conflicts of interest.

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.
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
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
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 UK Subsidy Control Framework.
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.
10. if the UK Subsidy Control Framework applies to the grant funding (see section 16, 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.
11. if the State Aid Rules apply to the grant funding (see section 16), you are not an 'Undertaking in Difficulty' as defined in the State Aid rules (GBER 2014).

### **13. Suspension, termination and repayment of grant**

1. Innovate UK may suspend, terminate and/or reclaim the grant in whole or in part.
2. We will take appropriate care in how we do this, but in certain circumstances Innovate UK can immediately suspend grant payments.
3. 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.
4. Examples of events that may result in Innovate UK suspending grant payments include, without limitation:
  1. Misuse of the grant funds, including, in a fraudulent or financially misleading way or for purposes not declared in your application or agreed to subsequently by Innovate UK (or the Contracting Authority if specified as other than Innovate UK in the GOL)
  2. false statements in any part of your application for grant or project documentation
  3. failure to maintain satisfactory progress on the project in the opinion of Innovate UK.
  4. any significant changes to the proposed outcomes of the project
  5. failure to comply with any terms and conditions of this agreement.
  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. you commit a breach of your obligations in section 16
5. Examples of events that may result in Innovate UK terminating the grant include, without limitation:
  1. failure to resolve to Innovate UK's satisfaction, or not being able to resolve, the reasons for suspension.
  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 project scopes.
  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.
  4. becoming insolvent, declared bankrupt, placed into receivership, administration or liquidation, or having a petition presented for winding up, or any similar arrangements that may affect you financially.
  5. a change to your legal status or ownership which you have failed to declare or have misrepresented to us.
  6. you are in breach of any of the warranties contained in section 12.
  7. you use the grant for purposes other than those contained within the application and description of the project without the consent of Innovate UK.
  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 10.

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
10. you commit a breach of your obligations in section 16.
6. 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. 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.
8. Where there is an underspend in grant funds paid to or claimed by you at the project end date, the full value of the underspend will be returned to Innovate UK immediately.

#### **14. Project Assurance and Compliance**

1. You agree to appoint an independent accountant who will inspect your financial statements relating to the grant. They will prepare an independent accountant's report, at the intervals stated in, and including the information set out in, Innovate UK's guidance note. The last of these is referred to as the final accountant's report.
2. The guidance note is available from your MO. The report will contain an opinion that:
  1. the financial information and level of grant claimed are fairly stated and fully evidenced.
  2. your submitted eligible costs have been properly incurred and paid in accordance with this agreement.
  3. you have provided satisfactory explanations for any queries raised by the independent accountant.
3. You must appoint an independent accountant in a manner consistent with Innovate UK's Standard Terms of Engagement of Accountants. Please refer to Annex 6, Independent Accountants Report Intervals and Annex 7, Independent Accountants Report Template. These documents will be given to you by your MO.
4. You must keep your accounts, including comprehensible management accounts, up to date and open to inspection by Innovate UK, or its nominated representatives, at all reasonable times. We have the right to carry out assurance visits to the registered UK office without prior notice. All reasonable efforts must be made to comply with any feasible requests at the time of the visit. We reserve the right to request additional information to conduct background checks and due diligence on company directors and persons of significant control.
5. Innovate UK may ask you to submit an accountant's report if any of the following occur:
  1. you withdraw from the project.
  2. the project is terminated.
  3. you submit a claim disclosing expenditure substantially greater than forecast, in the opinion of your MO.
  4. you are suspected of breaching the terms and conditions of this agreement.

#### **15. Confidentiality and information management**

1. Innovate UK has the right to request access to any additional information we feel necessary in connection with this award. You must provide or allow access to such information within 10 working days of our request. We will treat your confidential and personal information in accordance with our policies and data protection legislation.
2. All your information disclosed deliberately or otherwise will be treated by Innovate UK as confidential information and commercially sensitive as exempted under the Freedom of Information Act 2000 or any related legislation, 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.
3. You acknowledge and accept the terms of [Innovate UK's Privacy Notice](#) and [Information Management Policy](#) which should be read in addition to [UKRI's privacy notice](#). This policy complies with the [General Data Protection Regulation](#) (EU 2016/679), or GDPR, introduced on 25 May 2018 and explains Innovate UK's specific arrangements for collecting, storing, using and sharing your information. Any information we collect from you, through our online platforms, grant applications and administration, events or elsewhere, will be managed according to this policy and is subject to data protection. This can include personal data or confidential or commercially sensitive information. The policy provides details on how we use this information to support our

ability to fund, support and connect innovative businesses and encourage sustainable economic growth for the UK.

4. As a public sector organisation we are also subject to some further data protection obligations under the [UK Data Protection Act 2018](#).

#### **16. Subsidy Control/State aid obligations**

1. The State Aid Rules (see Annex 5 of the [Protocol on Ireland/Northern Ireland](#)) 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 Protocol on Ireland/Northern Ireland in the EU Withdrawal Agreement. In such cases, the provisions in Annex A in these terms and conditions will apply to the funding.
2. In all other circumstances, you must ensure at all times that the grant funding awarded to you is compliant with any legislation applicable in the United Kingdom on or after 1 January 2021 that regulates the granting by a public sector body of any advantage which threatens to, or actually distorts competition in the United Kingdom and/or any other country or countries ("UK Subsidy Control Framework"). Further information about the UK Subsidy Control Framework can be found in Innovate UK's [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.
4. Innovate UK will immediately stop grant payments to you in any and all projects and may require you to repay grant funding if you are found to have received a subsidy that is deemed to be in breach of the UK Subsidy Control Framework.
5. No subcontract or other agreement with a third party can be made which would constitute a breach of the UK Subsidy Control Framework.

#### **17. Intellectual property rights**

1. Any intellectual property rights (IPRs) developed during or as a result of the project are owned by you.
2. You will ensure that you have the necessary rights to use or access third party IPR needed to carry out the project.
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, helping businesses to grow by benefiting from UK research and enhancing growth of high technology industry in UK.

#### **18. Exploitation of project results**

1. Innovate UK requires you to establish an exploitation plan together with your Monitoring Officer at the start of your project, and to refine and update it at least once every 6 months (or at other intervals as agreed with Innovate UK) throughout the project's lifetime. For a period of 5 years from the end of the project, Innovate UK expects you to take reasonable steps to exploit the results of the project in the UK (and the European Economic Area if the grant funding is subject to State Aid Rules. Innovate UK will continuously evaluate the impact of funding awarded to the project and you will cooperate fully in this process.
2. You must refine and update your exploitation plan, initially set out in your application, throughout the lifetime of the project and where specified for a defined period after the project end date.
3. You must inform us immediately if you are experiencing any financial, administrative, managerial difficulties that may hinder or prevent you from fulfilling your obligations.

#### **19. Engagement**

**Through the funding provided by Innovate UK for your project, Innovate UK may bring together (physically or virtually) all parties supported to network, share learning and demonstrate impact of this investment. Upon request from Innovate UK you will be expected to participate in these activities as part of the funded cohort for the duration of the project and 3 months thereafter, with the expectation that the benefits gained from this activity may result in organisations themselves continuing this beyond the end of the project.**

#### **20. Evaluation data**

1. Innovate UK is required to evaluate activities across all funded projects for accountability purposes and to inform future programme design. You, and any collaborators, must provide Innovate UK, UKRI, BEIS, any independent evaluation partner we appoint, with data which will

include, but is not limited to, information needed for benefit realisation and evaluation when requested within 30 days relating to your project organisations and grant-funded activities throughout the duration of the funded project and for up to five years from the end date of the project.

2. Innovate UK or any independent evaluator Innovate UK appoint can also contact individuals to gather data through primary data collection methods for evaluating the impact of your project. 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 technologies and systems being developed and demonstrated through this funding. We will develop the case study with you and will obtain your written consent before publishing.

#### **21. Co-Investment data**

1. Innovate UK provide grant funding to your project with the expectation that additional investment (co-investment) will be needed to see the innovation through to commercialisation. This could include:
  1. additional investment to the agreed total project costs.
  2. any additional investment in associated technology/research areas or
  3. further investment to support commercialisation.
2. Co-investment is a key factor for Innovate UK and as such, we reserve the right to request data relating to co-investment from You on an ongoing basis for the duration of the project, or as otherwise specified by Innovate UK, and for up to five years from the end date of the project.

#### **22. UK statutory framework**

1. Innovate UK is required to comply with all legislation in England and Wales.
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.
3. We particularly draw to your attention the Bribery Act 2010, the Data Protection Act 2018, the Fraud Act 2006, the Health and Safety at Work Act 1974, the Equality Act 2010, the Modern Slavery Act 2015 and the Procurement Regulations 2015.

#### **23. Equality, Diversity and Inclusion**

1. Equality, diversity and inclusion (EDI) will be monitored during the Project and its evaluation. This will require (and is not limited to) sharing of staff EDI data when requested, and monitoring and reporting on EDI impacts. All personal data provided to UK Research and Innovation will be processed in accordance with current UK data protection legislation, including the Data Protection Act 2018 and the General Data Protection Regulation (GDPR).
2. Where embedding EDI into the project has been outlined as a requirement by UK Research and Innovation, it is expected that you will conform to this within the scope of the competition. It is anticipated that you will engage with associated events and support provided by UK Research and Innovation, where applicable.

#### **24. Human rights, Safeguarding and Whistleblowing**

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).
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 should 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](#).
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.
4. You should adhere to good practice recommended by the [National Audit Office Assessment Criteria for Whistleblowing policies](#).

#### **25. Publication of information**

1. You must observe any publicity embargo on the announcement of successful projects until you receive notification from Innovate UK that such publicity embargo as applies has been lifted.
2. Innovate UK encourages you to seek your own publicity in respect of the project. If you want to publicise the project in any way whatsoever, please consult the Innovate UK guide 'Publicising your project: guidelines from Innovate UK' available from Innovate UK's Press Office by emailing [pressoffice@innovateuk.ukri.org](mailto:pressoffice@innovateuk.ukri.org)

3. In any online or printed materials related to activities funded by this grant, you must:
  1. Sign up to the guidelines upfront and acknowledge the fund in all communications.
  2. Use the approved logo prominently as much as possible.
  3. Use wording describing the support from the relevant challenge and Innovate UK in your communications.

## **26. Dispute resolution**

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:
  1. either, unilaterally to terminate the grant and potentially to seek repayment of all or part of the grant funds previously paid to you; or
  2. 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.

## **27. Force majeure**

**Where an event of force majeure, or a change to the laws of England and Wales, UK government or devolved administration policy or State Aid Rules occurs which affects Innovate UK's ability to continue funding your project, 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 project that you have reasonably incurred and paid before the date of termination of this agreement.**

## **28. Entire agreement**

**This agreement constitutes the whole agreement between Innovate UK and supersedes all previous agreements between us relating to the project. 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 16.1.
2. Unless otherwise stated in the GOL, Innovate UK makes the award through its Research, Development and Innovation Scheme operating under Commission Regulation (EU) No 651/2014 (the General Block Exemption Regulation (GBER)) and subsequent amendment. 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 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 project 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 projects 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.