

For the avoidance of doubt:

1. The Recipient shall comply, in addition to this grant agreement, with all terms and conditions detailed in respect of the appropriate Knowledge and Innovation Community Project ('KIC').
2. The Recipient must comply with the KIC eligibility requirements throughout the duration of the Project.
3. Eligible costs are those that are incurred by the Recipient, during 2022 only.
4. The Recipient shall not use the grant for the purposes of providing the KIC with shares or committing to equity arrangements or for paying for any success fees or similar.
5. Project reporting and monitoring including evidence to verify the legitimacy of all claims and eligible costs shall be supplied as soon as practicable to UKRI upon request. In any event the Recipient shall meet all KIC reporting requirements.
6. Final payment of the grant shall be subject to the acceptance by UKRI of a financial report approved by the relevant KIC.
7. Your grant can only be paid into a bank account with the same name as your business, at a UK clearing bank or one of its subsidiary banks within the UK. UKRI may accept an account at an alternative bank in exceptional circumstances at our discretion and by prior agreement.
8. Subject to UKRI receiving your signed GOL, your grant will be paid in instalments quarterly in arrears following submission of a claim in accordance with point 5 above and section 10 of Annex A below.

UKRI will retain 10% of the grant value until the Project is complete and UKRI has received and reviewed:

- (a) all outstanding claims and their supporting information;
- (b) the final report; and
- (c) a final independent accountant's report.

You accept that the eligible costs you can claim are limited to those types of costs approved by our Project Finance Team and appropriately evidenced in accordance with the terms of this GOL.

9. Project End Date is **[XX Month YEAR]**

## Annex 2

### 1. Background

- 1.1 This grant funding is being made available by Innovate UK, part of UK Research & Innovation 'UKRI'). Innovate UK is the UK's national innovation agency. It drives productivity and economic growth by supporting businesses to develop and realise the potential of new ideas, including those from the UK's world-class research base.
- 1.2 Innovate UK connects businesses to the partners, customers and investors that can help them turn ideas into commercially successful products and services and business growth. It funds business and research collaborations to accelerate innovation and drive business investment into research and development. The support is available to businesses across all economic sectors, value chains and UK regions.
- 1.3 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 UKRI ('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).
- 1.4 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 project can start.
- 1.5 The GOL and these terms and conditions will together be referred to as 'this agreement'.
- 1.6 This award is being made as part of the UK government's funding guarantee for successful UK applicants to Horizon Europe funding schemes. This award specifically covers research and innovation activities carried out in 2022 under the auspices of one of the EIT Knowledge and Innovation Communities (KICs) 2022 business plans.

### 2. General terms and conditions

- 2.1 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:

- 2.1.1 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
- 2.1.2 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

- 2.2 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**

- 3.1 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.
- 3.2 Innovate UK accepts no liability for any consequences, whether direct or indirect, that may come about from you running the project, the use of the grant or from withdrawal of the grant.

You 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 your actions or omissions in relation to the project, the non-fulfilment of obligations of the recipient under this agreement or its obligations to third parties.

- 3.3 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**

- 4.1 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').
- 4.2 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.
- 4.3 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**

- 5.1 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**

- 6.1 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.

## 7. Joint and several liability

- 7.1 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

- 8.1 As a successful applicant, you will:
- 8.1.1 Manage the project in accordance with the terms of the application as awarded by us, and this agreement.
  - 8.1.2 Take good account of the business practices and standard of behaviour outlined in the Cabinet Office '[Code of Conduct for Recipients of Government General Grants](#)'.
  - 8.1.3 Refer to Innovate UK's financial and other support in any publicity or public information about your project.
  - 8.1.4 Not sub-contract any of your work on the project (unless previously agreed with us).
  - 8.1.5 Inform us promptly:
    - 8.1.5.1 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.
    - 8.1.5.2 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.
    - 8.1.5.3 of any allegations, whether proven or not, of fraud, criminal convictions, bankruptcy arrangements, or disqualifications.
  - 8.1.6 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.
  - 8.1.7 Take out and maintain insurance covering your risks and liabilities for appropriate amounts and in keeping with good commercial practice.
  - 8.1.8 Comply with all applicable laws and regulations in carrying out your activities under this agreement.

- 8.1.9 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.
- 8.1.10 Take reasonable account of the principles explained on the [UKRI Trusted Research and Innovation](#) page and the guidance issued by the [Centre for the Protection of National Infrastructure | CPNI](#).

The UKRI principles expect grant recipients to have robust arrangements for:

- 8.1.10.1 assessment of partner suitability
  - 8.1.10.2 management of information and knowledge sharing
  - 8.1.10.3 management of commercial applications including intellectual property
  - 8.1.11 Comply with the requirements stated in [The National Security and Investment \(NSI\) Act 2020](#).
- 8.2 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.

## 9. Ownership

- 9.1 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 all grant monies paid from the beginning of the project. Also, failure to disclose a change in ownership may result in the suspension or termination of a grant.

- 9.2 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

- 10.1 You must provide evidence to Innovate UK through the Innovation funding service (IFS) for each grant claim. Innovate UK reserves the right to request further evidence to support the claim.
- 10.2 Your claim may need to be supported by an independent accountant's report as set out in section 13 below.
- 10.3 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:

- 10.3.1 the date and number of hours worked per day
- 10.3.2 start and finish time
- 10.3.3 a brief description of the work completed and associated work package(s)
- 10.3.4 the name of the staff member completing the task
- 10.3.5 the relevant hourly rate
- 10.4 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 needed, within 14 days of receiving the claim.
- 10.5 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.
- 10.6 You are responsible for maintaining detailed records and documentation relating to the use of your grant, including timesheets, invoices and other documents.
- 10.7 The time recording system should clearly show when, who and what has been carried out by employees.
- 10.8 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.

- 10.9 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.

Any participant in the procurement process must act with the same or greater care and attention that they would if it was their own money. A project partner cannot sell services or equipment to other project partners at a profit.

- 10.10 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.

- 10.11 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. Innovate UK will then recover all project costs and where there is evidence of dishonesty (Fraud Act 2006), referring the matter to the Police.

## **11. Warranties**

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

- 11.1.1 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).
- 11.1.2 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.
- 11.1.3 You have not committed any offence under the Bribery Act 2010.
- 11.1.4 You have adequate procedures in place for dealing with any conflicts of interest.
- 11.1.5 All financial and other information concerning you which has been disclosed to Innovate UK is, to your reasonable knowledge and belief, true and accurate.
- 11.1.6 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.
- 11.1.7 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.
- 11.1.8 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 or incompatible with the UK Subsidy Control Framework.
- 11.1.9 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.

11.1.10 If the UK Subsidy Control Framework applies to the grant funding (see section 15), 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.

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

12.1 Innovate UK may suspend, terminate and/or reclaim the grant in whole or in part.

12.2 We will take appropriate care in how we do this, but in certain circumstances Innovate UK can immediately suspend grant payments.

12.3 If we have concerns that mean we might need to suspend, terminate or reclaim the grant, we will inform you in writing and then you will have 30 days to address our concerns.

12.4 Examples of events that may result in Innovate UK suspending grant payments include, without limitation:

12.4.1 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).

12.4.2 False statements in any part of your application for grant or project documentation.

12.4.3 Failure to maintain satisfactory progress on the project in the opinion of Innovate UK.

12.4.4 Any significant changes to the proposed outcomes of the project.

12.4.5 Failure to comply with any terms and conditions of this agreement.

12.4.6 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.

12.5 Examples of events that may result in Innovate UK terminating the grant include, without limitation:

12.5.1 Failure to resolve to Innovate UK's satisfaction, or not being able to resolve, the reasons for suspension.

12.5.2 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.

- 12.5.3 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.
- 12.5.4 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.
- 12.5.5 A change to your legal status or ownership which you have failed to declare or have misrepresented to us.
- 12.5.6 You are in breach of any of the warranties contained in section 11.
- 12.5.7 You use the grant for purposes other than those contained within the application and description of the project without the consent of Innovate UK.
- 12.5.8 You have failed completely to provide or, in the reasonable opinion of Innovate UK, failed to make reasonable effort to collect or provide the information requested of you by Innovate UK in accordance with section 10.
- 12.5.9 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, relating to you or your operations which has or could have a serious adverse effect on you, Innovate UK, or both.
- 12.5.10 you commit a breach of your obligations in section 16.
- 12.6 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.
- 12.7 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.
- 12.8 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.

### **13. Project Assurance and Compliance**

- 13.1 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 IAR.
- 13.2 The report will contain an opinion that:
  - 13.2.1 The financial information and level of grant claimed are fairly stated and fully evidenced.

- 13.2.2 Your submitted eligible costs have been properly incurred and paid in accordance with this agreement.
- 13.2.3 You have provided satisfactory explanations for any queries raised by the independent accountant.
- 13.3 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.
- 13.4 You must keep your accounts, including intelligible 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 a visit to your registered UK office without prior notice when conducting an investigation. 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, conduct background checks and due diligence on company directors and persons of significant control.

- 13.5 Innovate UK may ask you to submit an accountant's report if any of the following occur:
  - 13.5.1 You withdraw from the project.
  - 13.5.2 The project is terminated.
  - 13.5.3 You submit a claim disclosing expenditure substantially greater than forecast.
  - 13.5.4 You are suspected of breaching the terms and conditions of this agreement.

#### **14. Confidentiality and information management**

- 14.1 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 20 working days of our request.
- 14.2 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 this point it will be treated as confidential information by Innovate UK unless marked otherwise.

- 14.3 Innovate UK, as part of UK Research and Innovation (UKRI) has an obligation to respond to specific requests, including from the general public, made under the Freedom of

Information Act and the Environmental Information Regulations and may be required to disclose information.

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 endeavour to consult the Organisation before disclosure, but it is under no obligation to do so.

Whilst the decision to disclose will remain the responsibility of UKRI, should an Organisation request an exemption we will engage with the organisation and take its views into account, if applicable.

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 data protection legislation 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. This can include personal data, 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.

Innovate UK, as part of UKRI, is a public sector organisation and subject to further data protection obligations under the data protection legislation.

## **15. UK Subsidy obligations**

15.1 Innovate UK **[does/does not]** consider that the Grant awarded to the Recipient is a subsidy under the Subsidy Rule **[but meets the Public Policy Objective]**.

('Subsidy Rules' means the UK's subsidy control regime, including but not limited to subsidy control commitments contained in the Subsidy Control Act 2022, the Subsidy Control (Subsidies and Schemes of Interest or Particular Interest) Regulations 2022 and, where relevant, any other subsidy control rules that are binding on the United Kingdom including the EU State aid rules as set out in Article 107-109 of the Treaty of the Functioning of the European Union and associated regulations and guidelines where the EU State aid rules apply under Article 10 of the Northern Ireland Protocol; and

'Public Policy Objective' means following a subsidy analysis conducted by UKRI (pursuant to UK government guidance) the grant is considered to be a subsidy proportionate and limited to what is necessary to achieve the objective of enabling access to funding that successful eligible applicants would receive from the KIC had the United Kingdom's association status been formalised, therefore placing UK participants on an equal footing to European counterparts.)

15.2 You must inform Innovate UK of any other public funding applied for or awarded against the Eligible Costs covered by this GOL.

15.3 In the event that the grant (or any part of it) is found to be a subsidy which does not meet the Public Policy Objective pursuant to the Subsidy Rules, Innovate UK may take one or more of the following actions in accordance with clause 12:

15.3.1 suspend payment of the grant

15.3.2 withdraw future payments of the grant to you;

15.3.3 require the repayment of the grant by you;

15.3.4 terminate the GOL with immediate effect.

## **16. Intellectual property rights**

16.1 Any intellectual property rights (IPRs) developed during or as a result of the project, are owned by you.

16.2 You will ensure that you have the necessary rights to use or access third party IPR needed to carry out the project.

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. These are encouraging the commercialisation of new technologies, helping businesses to grow by benefiting from UK research and enhancing growth of high technology industry in UK.

## **17. Engagement**

Through the funding provided 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. We expect that the benefits gained from this activity may result in organisations themselves continuing this beyond the end of the project.

## **18. Evaluation data**

18.1 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, or any independent evaluation partner we appoint, with data when requested within 20 days.

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

- 18.2 Innovate UK or any independent evaluator appointed by Innovate UK 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.

## **19. Co-Investment data**

- 19.1 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:

- 19.1.1 additional investment to the agreed total project costs
- 19.1.2 any additional investment in associated technology or research areas
- 19.1.3 further investment to support commercialisation

- 19.2 Co-investment is a key factor for Innovate UK. As such, we reserve the right to request data relating to co-investment from you. This will be 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.

## **20. UK statutory framework**

- 20.1 Innovate UK is required to comply with all legislation in England and Wales.
- 20.2 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.
- 20.3 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.

## **21. Equality, diversity and inclusion**

- 21.1 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.

- 21.2 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, (to the extent you are able to lawfully process such staff data), and monitoring and reporting on EDI impacts in line with the Equality Act 2010.

All personal data provided to Innovate UK will be processed in accordance with current UK data protection legislation, including the Data Protection Act 2018 and the General Data Protection Regulation (GDPR).

- 21.3 Where embedding EDI into the project has been outlined as a requirement by Innovate UK, you must conform to this within the scope of the competition. You must engage with associated events and support provided by UK Research and Innovation, where applicable.

## **22. Human rights, safeguarding and whistleblowing**

- 22.1 You shall (and use reasonable endeavours to ensure that your 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).
- 22.2 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 processes in place in order to foster Safeguarding and to adhere to [UKRI's Preventing Harm \(Safeguarding\) in Research and Innovation policy](#).

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

## **23. Publication of information**

- 23.1 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.
- 23.2 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 '[Competition Winners' Communications & Media Toolkit](#)'. This is included as a link in the Successful Notification that you may have received. It is also available from Innovate UK's Press Office by emailing [pressoffice@iuk.ukri.org](mailto:pressoffice@iuk.ukri.org)
- 23.3 In any online or printed materials related to activities funded by this grant, you must:
- 23.3.1 Acknowledge the impact of Innovate UK funding in all communications.

23.3.2 Use the approved logo prominently as much as possible.

23.3.3 Use wording describing the support from the relevant challenge and Innovate UK in your communications.

23.4 As a condition of funding, to meet UKRI's obligations for public accountability and the dissemination of information, public descriptions of funded research proposals will be made available on the Innovate UK and UKRI websites and other publicly available sources.

If Innovate UK or UKRI create a success story on your funding, we will agree with you the content we will use and we will not release any commercially sensitive or personal data.

## **24. Dispute resolution**

24.1 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:

24.1.1 Unilaterally to terminate the grant and potentially to seek repayment of all or part of the grant funds previously paid to you.

24.1.2 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.

## **25. Force majeure**

25.1 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.

## **26. Entire agreement**

26.1 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.