

# Terms and conditions of an Accelerated Knowledge Transfer award

PLEASE READ THE TERMS AND CONDITIONS ATTACHED TO YOUR GRANT OFFER LETTER FOR THOSE SPECIFIC TO YOUR AKT PROJECT.

## 1. Background

- 1.1. This grant funding is being made available by Innovate UK, part of United Kingdom Research and Innovation. 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, services and business growth.
- 1.3. Innovate UK 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.
- 1.4. These terms and conditions apply to UK registered higher education (HE) and further education (FE) institutions, research and technology organisations (RTOs) and Catapults, referred to as a Knowledge Base Partner which we will refer to as 'you', 'your' or 'your organisation' applying for grant funding from Innovate UK. Innovate UK is part of United Kingdom Research and Innovation (UKRI).
- 1.5. These terms and conditions apply to requests to fund the partnership named in the funding application and confirmed in the Grant Offer Letter (GOL).
- 1.6. 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 partnership can start.
- 1.7. The GOL and these terms and conditions will together be referred to as 'this agreement'.

## 2. General terms and conditions

- 2.1. You and the Business Partner must jointly recruit an associate through a process that you can evidence as being open and fair. You must award a contract of employment to the associate, and they must start work on the partnership (the associate start date) within a period of 6 weeks of the date of the GOL.
- 2.2. Innovate UK and its representatives must not be described as the associate's employers.
- 2.3. You must offer the associate(s) role on either a 0.5 FTE for a 1 or 2 Associate project or full time basis for 1 associate.

- 2.4. You must ensure that prior to starting work on the project, the associate has the right to work in the UK and that the associate is physically located in the UK for the duration of the project. Where required, you must ensure the associate has obtained the necessary visa that allows them to work in accordance with section 2.3.
- 2.5. Innovate UK has 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 remedies under these terms, whether used 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 in law.

- 2.5.1.1. Innovate UK accepts no liability for any consequences, whether direct or indirect, that result from you undertaking the partnership, using the grant, or us terminating this agreement or grant.
- 2.5.1.2. Innovate UK limits 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 term and conditions of your grant offer letter (GOL).
- 2.6. 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 Partnership referred to in the GOL.
- 2.7. You and the business acknowledge and agree to abide by the commitments made in the application.
- 2.8. In addition to these Terms and Conditions and associated annexes, you must also comply with any rules and additional terms set out within the competition brief, [general guidance](#), and [AKT Cost Guidance](#).

### 3. Disclaimer

- 3.1. Innovate UK accepts no liability, financial or otherwise, for expenditure or liability arising from the partnership 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.
- 3.3. You shall compensate and not hold liable, the funder, its employees, agents, officers or subcontractors with respect to all claims, demands, actions, costs, expenses, losses or damages. Such liability shall be limited to the value of the grant.

This includes 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.

- 3.4. Innovate UK reserve 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.
- 3.5. 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 submission and will be reissued as the GOL if your application is successful. It continues until the partnership 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 partnership will begin within a period of 6 weeks after the date of any GOL being issued and end on the partnership end date unless this agreement is terminated earlier in accordance with its provisions. Any changes to these dates need to be agreed and approved by the AKT Delivery Lead.
- 4.3 The terms and conditions of this grant will begin on the date of the GOL and shall continue after the partnership end date for a period of 6 years or on any other date subsequently agreed by both parties. This is unless this agreement is terminated earlier in accordance with its provisions (the term).

## 5. Your obligations

- 5.1. As a successful applicant, all project partners agree to:
  - 5.1.1. provide a clear project plan as part of your application.
  - 5.1.2. manage the partnership in accordance with the terms of the application as awarded by us, and this agreement.
  - 5.1.3. 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](#)'.
  - 5.1.4. refer to Innovate UK's financial and other support in any publicity or public information about your project.
  - 5.1.5. not sub-contract any of their work on the project (unless previously agreed with us). In any case, you would remain accountable to Innovate UK 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.

5.1.6. inform Innovate UK promptly and directly at [reportfraud@ukri.org](mailto:reportfraud@ukri.org) or via the AKT competition team at [akt@iukbc.org.uk](mailto:akt@iukbc.org.uk)

- of any issue or material change that could affect the progress, delivery or exploitation of the partnership (including the commercial or non-commercial status under which you were awarded by Innovate UK) and of any changes to any of the project partners' legal form, membership structure (if applicable) or ownership.
- if any of the project partners, their staff, officers or volunteers associated with the project 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.

5.1.7. fully co-operate with Innovate UK, responding to any requests for information promptly and comprehensively and allowing reasonable audit access to your sites and staff upon request.

5.1.8. take out and maintain insurance covering your risks and liabilities for appropriate amounts and in keeping with good commercial practice, with the exception of public bodies that are self-insuring.

5.1.9. comply with all applicable laws and regulations in carrying out the partnership activities under this agreement.

5.1.10. maintain adequate procedures to manage and monitor any actual or perceived bias or conflicts of interest in any personal, business or professional activities by any of the project partners or their representatives which conflict or could conflict with any of the project partners' obligations under this agreement.

5.1.11. within 60 days of the end of the project, provide Innovate UK with the final claim submission and any supporting claim documentation, including the Schedule 3.

5.1.12. advertise the associate post in accordance with your institutional guidelines.

5.1.13. provide a partnership secretariat.

5.2. You are responsible for the accuracy of the information contained within your application. If you are successful, Innovate UK will make further checks on the information you have provided as part of our due diligence processes.

5.3. Innovate UK will not accept any pre-start amendments to your project. In the event of such a request, your project will be withdrawn, and no grant offer will be received.

5.4. You must submit any project change requests within the project start and end dates to the AKT competition team at [akt@iukbc.org.uk](mailto:akt@iukbc.org.uk). Innovate UK will not consider any requests submitted after the project end date.

- 5.5. Project partners must inform the AKT competition team at [akt@iukbc.org.uk](mailto:akt@iukbc.org.uk) immediately if they are experiencing any financial, administrative, or managerial difficulties that may hinder or prevent them from fulfilling their obligations.
- 5.6. 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:
  - 5.6.1. assessment of partner suitability
  - 5.6.2. management of information and knowledge sharing
  - 5.6.3. management of commercial applications including intellectual property
  - 5.6.4. compliance with any relevant controls as explained in in the [Export Controls Joint Unit](#) pages
- 5.7. You must comply with the requirements stated in: [The National Security and Investment \(NSI\) Act 2021](#), [National Security Act 2023 - GOV.UK](#), the [Foreign Influence Registration Scheme](#) and the statutory [UK Strategic Export Control Lists](#).
- 5.8. You must take reasonable measures to protect your intellectual property, information and data. As a minimum, you must do this through implementing the core security measures listed in section 1 of the '[Core Security Measures for Early-Stage Technology Businesses](#)' published by the National Protective Security Authority (NPSA) and National Cyber Security Centre (NCSC).

## 6. Warranties

- 6.1. As of the effective date of this agreement, you warrant to Innovate UK that:
  - 6.1.1. you or any of the project partners have all necessary resources and expertise to deliver the partnership (this assumes your reliance on, and timely receipt of the grant and any conditions specified in the GOL).
  - 6.1.2. you or any of the project partners are not subject to any contractual or other restriction imposed by you 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.
  - 6.1.3. you or any of the project partners have not committed any offence under the [Bribery Act 2010](#).
  - 6.1.4. you or any of the project partners have adequate procedures in place for dealing with any conflicts of interest.

- 6.1.5. all financial and other information concerning you or any of the project partners which has been disclosed to us is, to your reasonable knowledge and belief, true and accurate.
- 6.1.6. you or any of the project partners are not aware of anything in your own affairs, which you or any of the project partners have not disclosed to us, which might reasonably have influenced our decision to make the grant on the terms contained in this agreement.
- 6.1.7. since the date of the Business Partner's last accounts (if any) there has been no significant change in the Business Partner's financial position or prospects which you have not declared to us.
- 6.1.8. you or any of the project partners are not subject to an outstanding order for the recovery of subsidy by Innovate UK, UKRI 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.
- 6.1.9. you or any of the project partners 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.
- 6.1.10. if the UK Subsidy Control Framework applies to the grant funding (see section 19) you or any of the project partners 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.
- 6.1.11. if the State Aid rules apply to the grant funding (see section 19), you or any of the partners are not an 'undertaking in difficulty' as defined in the State Aid rules (GBER 2014).

## 7. Ownership

- 7.1. Innovate UK has awarded this grant after consideration of the ownership details of the business partner provided in your application.

If ownership of the business partner changes during the course of the grant funded project, Innovate UK has the right to suspend or terminate the grant. Innovate UK can also 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.

- 7.2. Where Innovate UK has reasonable grounds for believing that changes in ownership in a grant funded project contravenes UK sanctions legislation or 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.

## 8. Co-Investment data

8.1. Innovate UK provides grant funding to your project with the expectation that additional investment (co-investment) will be needed from the project partners to see the innovation through to commercialisation. This can include:

- 8.1.1. additional investment to the agreed total project costs
- 8.1.2. any additional investment in associated technology or research areas
- 8.1.3. further investment for up to 5 years from the end date of the project to support commercialisation.

8.2. Co-investment is a key factor for Innovate UK. As such, Innovate UK reserve the right to request data relating to co-investment from the knowledge base or business partner on an ongoing basis for the duration of the project, or as otherwise specified by Innovate UK. This right will be retained by Innovate UK for up to five years from the end date of the project.

## 9. Payment of grant

9.1. This section explains some of the criteria and requirements for the grant funding payments and claims process. Further details are available for successful applicants when they receive the Project Costs Guidance.

9.2. Innovate UK will only reimburse those types of project costs that meet the eligibility criteria set out in our project costs guidance. A project's costs must be approved by Innovate UK Project Finance Team before the project can begin and must only be paid from the business bank account registered in the name of the business.

9.3. Costs must not be paid from a personal bank account or in cash, except in trivial or incidental circumstances for example, a bus or taxi fare. Innovate UK 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 a single payment at the conclusion of the 3 month project (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.

- 9.4. You must provide evidence to Innovate UK through the Innovation Funding Service Post Award (IFSPA) for the grant claim. You must discuss costs with your assigned AKT Monitoring Officer before they can approve and submit your claim for payment to Innovate UK.
- 9.5. Your claim might need to be supported by an independent accountant's report as set out in section 15 below.
- 9.6. You may be required by your AKT Monitoring Officer to implement a time recording arrangement which allows you to accurately record time charged to Innovate UK projects which can be submitted with the claims in line with the project costs guidance.
- 9.7. 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 Subsidy Control Act 2022 or state aid rules (as applicable) and as outlined in section 16.
- 9.8. To comply with the Subsidy Act 2022 and Innovate UK's impact evaluation process, 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 must 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. Innovate UK may require this for assurance purposes prior to the payment of a claim.

- 9.9. Claims must be for completed quarterly 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 paid within 30 days for the project end date and included within the Schedule 3.
- 9.10. Innovate UK will normally pay the grant within 60 days unless we need further information to support the claim. Innovate UK agrees to raise requests for further information, if required by Innovate UK, within 14 days of receiving the claim.
- 9.11. All claims must be submitted or completed as draft within 60 days of the period end. Innovate UK does not have to pay any claim received more than 60 days after the end of the quarter to which it relates.
- 9.12. Claims should be submitted net of VAT though there are some exceptions as detailed in the project costs guidance.
- 9.13. Innovate UK will not pay any grant payments if the items listed above are received later than 60 days after project completion date.
- 9.14. 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.



9.15. Subcontractors are not permitted on AKT projects and any costs paid for subcontracted goods or services will not be reimbursed.

9.16. 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.

9.17. Innovate UK will not make payment for project costs that are already being funded by Innovate UK or another organisation.

If duplicate funding has been awarded for costs associated with the same project deliverables, it is your responsibility 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 funding, 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 UKRI Counter Fraud and Investigation Service.

9.18. If over the whole duration of the project, and in the reasonable opinion of Innovate UK, you have received payments to which you are not entitled under the terms of this agreement, future funding payments due to you may be withheld, in such sums and for such period as determined by Innovate UK to recover the overpayment from you in full.

Innovate UK may withhold a grant payment at any time if you have any outstanding sums due to Innovate UK in relation to other projects.

Such action does not amount to a suspension or termination and does not affect any other right or remedy available to Innovate UK including termination or suspension of the project or funding to you.

## 10. Suspension, termination and repayment of grant

10.1. Innovate UK may suspend, terminate or reclaim the grant in whole or in part. We will take appropriate care in how we do this, but in certain circumstances we can immediately suspend grant payments.

10.2. Where Innovate UK need to suspend, terminate or reclaim the grant, we will write to inform you and you will then have 30 days to make representations to us.

10.3. Examples of events that may result in us suspending grant payments include but are not limited to:

- 10.3.1. 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 us (or the contracting authority if specified as other than us in the grant offer letter GOL).
  - 10.3.2. false statements in any part of your application for grant or project documentation.
  - 10.3.3. failure to maintain satisfactory progress on the project in our opinion.
  - 10.3.4. any significant changes to the proposed outcomes of the project.
  - 10.3.5. any of the project partners fail to comply with any terms and conditions of this agreement.
  - 10.3.6. behavior or activity by any of the project partners, their staff, representatives or contractors which, in our reasonable opinion is non-compliant with legislation or HM Government policies, or is detrimental to the reputation of Innovate UK, UKRI or the Department of Science Innovation and Technology (DSIT), or is otherwise detrimental to the public interest.
  - 10.3.7. any of the project partners commit a breach of your obligations in clause 18.
  - 10.3.8. any of the project partners fail to deliver the agreed project support as set out in the application form.
  - 10.3.9. any of the project partners fail to acknowledge the source of funding and displaying of logos in publicity materials as described in clause 20.
- 10.4. Examples of events that may result in us terminating the grant include, but are not limited to:
- 10.4.1. failure to resolve to our satisfaction, or not being able to resolve, the reasons for suspension.
  - 10.4.2. any of the project partners being found to have applied for and secured multiple awards from us or UKRI for the same or largely interchangeable project scopes.
  - 10.4.3. Any of the project partners being found to have breached any of our policies with which any of the project partners had previously been required to comply as a condition of the award of the grant.
  - 10.4.4. being unable to pay your debts as they fall due or admit inability to pay debts or are deemed unable to pay your debts within the meaning of section 123 of [the Insolvency Act 1986](#) (IA 1986).
  - 10.4.5. commencing negotiations with all or any class of creditors with a view to rescheduling any of your debts, or making a proposal for or entering into any compromise or arrangements with your creditors

- 10.4.6. applying to court for or obtaining a moratorium under Part A1 of the IA 1986
- 10.4.7. a petition being filed, notice given, resolution passed, or an order being made for or in connection with your winding up
- 10.4.8. a change to the legal status or ownership of any project partner which you have failed to declare or have misrepresented to us
- 10.4.9. any of the project partners being in breach of any of the warranties contained section 6
- 10.4.10. any of the project partners using the grant for purposes other than those contained within the application and description of the partnership without our consent.
- 10.4.11. any of the project partners failing completely to provide or, in our reasonable opinion, failing to make reasonable effort to collect or provide the information requested of them by us in accordance with 'final reporting' section of this document.
- 10.4.12. behaviour or activity by any of the project partners, their staff, auditor, accountant, representatives or contractors involving an act of fraud, dishonesty, malfeasance, misrepresentation or any serious financial irregularity in respect of any of the project partners or their operations which has or could have a serious adverse effect on any of the project partners, Innovate UK, or both.
- 10.4.13. any of the project partners commit a breach of their obligations outlined in this document.
- 10.5. If any of the project partners do not resolve an issue causing suspension or if Innovate UK terminates the grant, you may be required to repay some or all of the grant.
- 10.6. Innovate UK have the right to take all reasonable steps to reclaim any or all of the grant already claimed by you, should it be necessary for us to suspend or terminate the grant or terminate this agreement for any reason.
- Innovate UK may withhold a grant payment at any time if you have any outstanding sums due to Innovate UK in relation to other projects.
- 10.7. If in the reasonable opinion of Innovate UK, any of the events set out in clauses 10.3 or 10.4 have occurred, Innovate UK shall take into account your conduct and that of individuals directly connected with this project in relation to future grant applications.
- This clause 10.7 relates to you and any individuals directly connected with this project and is applicable whether or not the agreement is suspended or terminated.
- 10.8. If for any reason the grant value you have been paid exceeds the grant value approved for the project costs you have submitted, then the balance must be returned to us within 90 days of the last day of your involvement with the project.

If the balance is not returned within this timeframe, then Innovate UK reserves the right to pursue formal debt recovery on the amount and this will impact Innovate UK's decision to award any future grants

- 10.9. You must inform us promptly by email to [akt@iukbc.org.uk](mailto:akt@iukbc.org.uk) of any situation that may cause a delay to the delivery of the project, detailing the occurrence of the event and any action the partnership proposes to take in order that progress is resumed.

Should you need to withdraw from the project or terminate it for reasons agreed with the AKT Monitoring Officer (AMO), Innovate UK will meet its portion of eligible costs. This covers costs related to the project 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 AMO.

## 11. Dispute resolution

- 11.1. Where a dispute arises between the project partners and us, we would encourage them to contact us to discuss how the matter can be resolved. If a mutually acceptable resolution cannot be achieved within 30 days of the project partners contacting us, as we have the right to:

- 11.1.1. unilaterally terminate the grant and potentially seek repayment of all or part of the grant funds previously paid to you
- 11.1.2. if both parties agree, 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.

## 12. Force majeure

- 12.1. 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.

## 13. Monitoring

- 13.1. 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 project delivery.

## 14. Equality, diversity and inclusion

- 14.1. 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](#).
- 14.2. Innovate UK collects EDI data in accordance with our duty to advance equality of opportunity between those who share a protected characteristic and those who do not.
- 14.3. EDI will be monitored during the project and its evaluation. This will require, but 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.
- 14.4. Where embedding EDI into the project has been outlined as a requirement by us, you must conform to this within the scope of the competition. You must engage with associated events and support provided by UKRI where applicable.
- 14.5. Innovate UK store and manage data in line with UK General Data Protection Regulation, the Data Protection Act 2018 and the [Innovate UK privacy notice and information management policy](#).

## 15. Project Assurance and compliance

- 15.1. 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.
  - 15.1.1. 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.
  - 15.1.2. All reasonable efforts must be made to comply with any requests before, during or after the time of the visit.
  - 15.1.3. 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.
  - 15.1.4. 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 the organisation's premises or

when requested during the course of an investigation or review. Where appropriate the original version should be provided.

15.2. Innovate UK may ask you to submit an additional independent accountant's report if any of the following occur:

15.2.1. you withdraw from the project

15.2.2. the project is terminated

15.2.3. errors identified during the claims review process cannot be resolved between Innovate UK and the participant

15.2.4. you are suspected of breaching the terms and conditions of this agreement

## 16. UK Subsidy obligations

16.1. 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.

16.2. In all other circumstances, you must ensure that the grant funding awarded to you is compliant with the Subsidy Control Act 2022.

Further information about the UK Subsidy Control Act 2022 can be found in our [general guidance for applicants](#).

16.3. You must inform us of any other public funding applied for or awarded against the eligible costs covered by this award of grant.

16.4. If you are found to have received a subsidy that is deemed to be in breach of the Subsidy Control Act 2022, Innovate UK will immediately stop grant payments to you in any and all projects and may require you to repay grant funding. Interest may be added on a compound basis to reflect the economic benefit you received for which you were not entitled.

16.5. No subcontract or other agreement with a third party can be made which would constitute a breach of the UK Subsidy Control Act 2022.

## 17. Exploitation of partnership results

- 17.1. Innovate UK require all project partners to establish an exploitation plan at the start of your partnership and throughout the partnership's lifetime. The completed application is the initial exploitation plan.
- 17.2. For a period of 5 years from the end of the partnership, Innovate UK expect all project partners to take reasonable steps to exploit the results of the partnership in the UK.
- 17.3. In all cases it is expected the financial benefit arising from exploitation will accrue within the UK. The business partner must obtain written consent from the AKT programme manager if exploitation outside of the UK or EEA is part of a tactical plan to deliver the overall opportunity for the applicant. We will continuously monitor and evaluate the impact of funding awarded to the partnership and you must cooperate fully in this process.

## 18. Publication of information

- 18.1. All project partners must observe any publicity embargo on the announcement of successful projects until they receive notification from us that such publicity embargo as applies has been lifted.
- 18.2. We encourage 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 'Award Winners' Communications & Media Toolkit' which is included in the Successful Notification that you may have received. It is also available from our Press Office by emailing [press@iuk.ukri.org](mailto:press@iuk.ukri.org). Innovate UK's logo and all UKRI logos can be downloaded from [Our logos - Brand basics - UK Research and Innovation logo library \(frontify.com\)](#)
- 18.3. In any materials produced relating to activities funded by this grant, the project partners must:
  - 18.3.1.1. acknowledge the impact of our funding in all communications.
  - 18.3.1.2. use the approved logos prominently as much as possible.
  - 18.3.1.3. use wording describing the support from the relevant challenge and us in your communications.

If your funding has been withdrawn, stopped or you are no longer operating, we ask you to remove our logo from your website. In some instances, you may be contacted directly by UKRI or us and asked to do this.

- 18.4. 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 our and UKRI websites and other publicly available sources.

If we or UKRI create a success story on your funding, we will agree with you the content we will use before publication.

- 18.5. If a project partner agrees to publish a peer reviewed research article, monograph, book chapter or edited collection that needs to acknowledge our funding, it must be made open

access in accordance with the UKRI Open Access Policy. The policy only applies if, and when, the project partners decide to publish a research publication.

- 18.6. The Partnership Knowledge Base can use the [UKRI open access](#) block grant to support any associated open access publication costs, in line with the [block grant terms and conditions](#).

## 19. Intellectual Property Rights

- 19.1. You will ensure that project partners have the necessary rights to use or access third party IPR needed to carry out the project.
- 19.2. You will ensure that project partners manage IPRs in a professional and business-like manner in order, amongst other things:
  - 19.2.1. to help the achievement of Innovate UK's overall aims of encouraging the commercialisation of new technologies
  - 19.2.2. to help businesses to grow by benefiting from UK research
  - 19.2.3. to enhance the growth of high technology industry in UK
  - 19.2.4. to comply with the [National Protective Security Authority | NPSA](#) guidance as highlighted in the Obligations clauses 5.5, 5.6 and 5.7

## 20. Confidentiality and information management

- 20.1. Innovate UK have 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.
- 20.2. All your information disclosed deliberately or otherwise will be treated by us 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. It will be treated as confidential information by Innovate UK unless marked otherwise.
- 20.3. Innovate UK, as part of 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 our 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.

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

- 20.4. [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. It also details how Innovate UK use this information to deliver our funding, demonstrate impact, support and connect innovative businesses, and encourage sustainable economic growth for the UK.

## 21. Engagement

- 21.1. Through the funding provided by Innovate UK for the project, Innovate UK may bring together (physically or virtually) all parties supported to network, share learning and demonstrate impact of this investment.
- 21.2. At Innovate UK's request, all project partners will be expected to participate in these activities as part of the funded cohort for the duration of the project and 3 months afterwards. Innovate UK expect that the benefits gained from this activity may result in organisations themselves continuing this beyond the end of the project as stipulated in the GOL.

## 22. Impact and Evaluation data

- 22.1. 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 evidence the contributions we make through our inventions. As such, Innovate UK are required to evaluate activities across all applications and funded projects for accountability purposes and to provide lessons for future programme designs.

Innovate UK may generate case studies to promote the technologies and systems being developed and demonstrated through this funding. Innovate UK will prepare the case study with you and consult with you before publishing.

- 22.2. 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 project and of our programmes. You must provide the requested data within 20 days. Innovate UK will consult with you if publication of the data collected, or the results of the evaluation will identify you or your business.

Project Impact data will be required in line with the competition brief for evaluation and reporting. This will guide the Innovate UK decision-making process on the use of public resources and enable effective monitoring of progress towards delivering our mission.

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 the post project closure period in line with the competition brief.

- 22.3. Innovate UK handle personal data in accordance with current UK data protection legislation. Further information can be found in the [UKRI privacy notice](#).

## 23. UK statutory framework

- 23.1. Innovate UK is required to comply with all legislation in England and Wales.
- 23.2. All project partners 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 Innovate UK's ability to comply. The Knowledge Base partner shall take reasonable steps to ensure that the business partner complies with all relevant local legislation.
- 23.3. Innovate UK particularly draws 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](#)

- 23.4. Where project activities require an Environmental Permit ([England](#) and [Wales](#)), Integrated [Pollution Prevention and Control](#) ([Scotland](#) and [Northern Ireland](#)) Permit or Waste Management Licence ([Scotland](#) and [Northern Ireland](#)) or are required to meet the [Waste Battery and Accumulator Regulations](#) (UK) regulations, projects will be required to provide proof of compliance to the satisfaction of Innovate UK to enable an application to be successful.

This may include (but is not restricted to) a valid permit, licence, approved battery treatment operator (ABTO) status details or indeed an agreed regulatory position statement or definition of waste opinion by either the [Environment Agency](#), [Natural Resources Wales](#), the [Scottish Environmental Protection Agency](#) or [Northern Ireland Environment Agency](#).

- 23.5. Further information can be found here:

- [Check if you need an environmental permit - GOV.UK](#)
- Environmental management: [Environmental permits - GOV.UK](#)

- Get an opinion from the [definition of waste service - GOV.UK](#)

## 24. Human rights, safeguarding and whistleblowing

24.1. You must at all times (and make all efforts to make sure your staff also) 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).

24.2. To prevent exploitation, abuse or harm from occurring, all relevant safeguarding legislation must be followed. Innovate UK particularly draws your attention to child protection legislation and the [Modern Slavery Act 2015](#).

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

24.3. You shall undertake, or avoid undertaking, such acts as Innovate UK requests so as to enable the funder to comply with its obligations under the [Human Rights Act 1998](#).

24.4. You should take account of good practice recommended by the [National Audit Office Assessment Criteria for Whistleblowing policies](#).

## 25. Waiver

25.1. No failure or delay by us 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.

## 26. Joint and several liability

26.1. Where you are not a company or an incorporated entity with a distinct legal personality of your own, the individuals who enter into, and sign these terms and conditions on your behalf, shall be jointly and severally liable for the recipient's obligations and liabilities arising under these terms and conditions.

## 27. Status

27.1. 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.

## 28. Entire agreement

28.1. This agreement constitutes the whole agreement between us and supersedes all previous agreements between us relating to the partnership.

28.2. 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.

Example

## 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 18.1 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 Regulations (GBER) 2014 and subsequent amendments.

You must make sure that you are always 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 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 members of the partnership 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. Members of the partnership 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.

## Annex B – AKT specific Terms and Conditions

### 1. General terms

- 1.1 Innovate UK or representatives of Innovate UK have the right to:
  - 1.1.1 monitor and inspect the partnership at any time.
  - 1.1.2 request any documentation concerning the partnership that Innovate UK or the representatives of Innovate UK consider necessary to ensure the partnership conforms to these terms and conditions.
  - 1.1.3 attend any meetings about the partnership and, if Innovate UK or the representatives of Innovate UK consider it necessary, call a meeting.
  - 1.1.4 carry out assurance visits to the project partners UK registered offices and any locations involved in the delivery of this project without prior notice. All reasonable efforts must be made to comply with any feasible requests at the time of the visit.
- 1.2 The management of the partnership and the working relationship between the business and your organisation must be as agreed in the Joint Commitment Statement signed on behalf of the partners during the grant application.
- 1.3 Knowledge Base Supervisors must spend a minimum of 0.25 days per week supporting the project.
- 1.4 Academic supervision must be delivered in accordance with your response to the project management section of your application.
- 1.5 Mandatory project management meetings must be delivered every two weeks face-to-face or virtually.
- 1.6 Successful and unsuccessful applicants must give us, and any data sharing partner we appoint, any information we need to create an evaluation report.
- 1.7 If an associate is not available for work for an extended period or they resign from their position as an associate, you must inform us promptly by email to [akt@iukbc.org.uk](mailto:akt@iukbc.org.uk)

### 2. Expenditure

- 2.1. Our online platform that manages expenditure and claims is the Innovation Funding Service Post Award and is referred to as the 'online platform'.
- 2.2. If claims cannot be made within 60 days of the end of the period, our claims team must be notified as soon as possible by email to [akt@iukbc.org.uk](mailto:akt@iukbc.org.uk) IUK is not obligated to pay claims received after 60 days of the end of the project period.

- 2.3. The 'Schedule 3' document will be provided for completion and must be submitted at the end of the project. This document typically replaces an independent accountant's report, however, Innovate UK reserves the right to ask for independent accountant reports.

### 3. Revisions

- 3.1. You may transfer funds between the Travel and Subsistence, Consumables and Associate Estate categories if the total amount between categories does not exceed the maximum allowable amount.
- 3.2. Requests for the transfer of funds between categories must be submitted to [akt@iukbc.org.uk](mailto:akt@iukbc.org.uk) and must be approved by the assigned AKT Monitoring Officer in advance of the related costs being incurred. Requests for the transfer of funds between categories cannot be submitted after the last date on which the AKT associate is engaged for work on the partnership.
- 3.3. If an associate is not available for work for an extended period or they resign from their position as an associate, you should find an alternative associate to the project partners' satisfaction. You must inform Innovate UK promptly by email to [akt@iukbc.org.uk](mailto:akt@iukbc.org.uk) if there is a change of associate or if a project is no longer viable.
- 3.4. Project End dates may have 2 weeks added to their duration by agreement of the partners to provide contingency for project disruptions. This must be requested by email to [akt@iukbc.org.uk](mailto:akt@iukbc.org.uk) and approved by the AKT Delivery Lead.
- 3.5. You must provide the information to confirm the associate start date through the methods outlined in the AKT [Cost Guidance](#) as soon as they are known at the project outset and thereafter once changes are confirmed.
- 3.6. Revisions are subject to the agreement of the Partnership.

### 4. Final reporting

- 4.1. You will, no later than 30 days after the last date on which an AKT associate was engaged on the partnership, submit a final report. You must aim to secure an appropriate contribution from the associate and business to the final report.
- 4.2. If the final report has not been submitted within 30 days of the last date on which an AKT associate was deemed to be engaged on the partnership, the final claim may not be paid by us.
- 4.3. The knowledge base must complete an Innovate UK case study and confirm its submission as part of the final reporting process.