STFC-UKRI'S BRIDGING FOR INNOVATORS AWARD TERMS AND CONDITIONS.

These Award Terms and Conditions apply to organisations (which we will refer to as ‘you’ or ‘your’ from now on) who have successfully been awarded a grant funding from STFC-UKRI (‘we’, ‘us’ or ‘our’).

1. Definitions and Interpretation

1.1. In these terms and conditions, the following expressions have the meaning set opposite:

Award Terms and Conditions – these STFC-UKRI Bridging for Innovators Award Terms and Conditions

Award Recipient – the company so described in the Award Letter;

Award Recipient’s Confidential Information – any confidential information, know-how and data belonging to the Award Recipient that is disclosed directly or indirectly by the Award Recipient to STFC-UKRI, or any other employee or representative of STFC-UKRI- in the course of STFC-UKRI's provision of the Services;

Award Recipient’s Results – means a) Any improvements to/ derivative works based on the Award Recipient’s Background Intellectual Property Rights created in the course of conducting the Services; and/or b) All data and workflows created in the course of conducting the Services;

Award Recipient Software – any software or data sets made available by the Award Recipient to STFC-UKRI for STFC-UKRI to use in carrying out the Services;

Background Intellectual Property Rights (IPR) – means all Intellectual Property Rights which may be used in connection with the Project that are (a) owned or licenced by a party before the Start Date; and/or (b) created, developed or licenced by that party after the Start Date independently of this Project

Confidential Information – the Award Recipient's Confidential Information or STFC-UKRI’s Confidential Information as the context requires;

Agreement – the Grant Award Letter and the Award Terms and Conditions

End Date – the end date (if any) stated in the Award Letter

Grant Award – the value of the service awarded to the Award Recipient, as detailed on the first page;

Intellectual Property Rights (IPR) – any invention, patent, copyright, trade mark, trade name, service mark, registered design, design right (registered and unregistered), know-how, right of confidence, trade secret, right to extract or exploit data, database rights, any similar rights protected in any jurisdiction, whether now existing or coming into existence at some future date, any application for any of the above, and any accrued rights of action in respect of any of the above;
Price – the contribution from the Award Recipient set out in the Award Letter to be provided by the Award Recipient in cash or kind as a match funding contribution to the total Project costs.

Project - The Project for which the Grant Award has been made, as detailed in the Award Letter.

Project Deliverables – the outcome/results from the Project and provided in the Project plan.

Services – the services supplied or to be supplied by STFC-UKRI to the Award Recipient that are identified as services in the Project plan, as amended from time to time in accordance with the Project plan;

Special Conditions – the special conditions (if any) appended to these Award Conditions;

Specification – the specification (if any) of any of the Services set out in, or attached to and forming part of, the Grant Award

Start Date – the Start Date stated in the Services;

STFC-UKRI – The Science and Technology Facilities Council as part of UK Research and innovation

STFC-UKRI’s Confidential Information – any confidential information, know-how and data belonging to STFC-UKRI that is disclosed directly or indirectly by STFC-UKRI, any member of the STFC-UKRI Group or any other employee or representative of STFC-UKRI to the Award Recipient in the course of STFC-UKRI’s provision of the Services;

UKRI – United Kingdom Research and Innovation; and

Working Day – any day when all of STFC-UKRI’s sites are open for business.

2. General terms and conditions

2.1 We have the unilateral right to change this Agreement at any time, giving 3 months’ notice.

2.2 You cannot assign, transfer or sub-contract any of your rights or obligations under this Agreement to any third party.

2.3 Rights and/or remedies under this Grant Award, whether exercised or not, remain available throughout the term of this Agreement.

2.4 This Agreement does not create any partnership or joint venture between us at law.

2.5 We accept no liability for any consequences, whether direct or indirect, that result from you undertaking the Project.

2.6 This Agreement is subject to the laws of England and Wales.

3. Duration

This Agreement comes into effect on the date of the Award and continues until the Project End Date set out in the Award Letter or on any other date subsequently agreed by us, unless this Award is terminated earlier in accordance with its provisions (the ‘Term’). 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.
4. PERFORMANCE

4.1. STFC-UKRI will use reasonable endeavours to support the Project in accordance with this Agreement.

4.2. The Award Recipient will provide STFC-UKRI with any and all information, (virus free) software, equipment, materials and documentation, and will carry out any task allocated as the Award Recipient's responsibility in the Project application in good time to allow STFC-UKRI to carry out its obligations under this Agreement.

4.3. If the Award Recipient does not perform or delays in performing its obligations under the Agreement, and that non-performance or delay affects STFC-UKRI's ability to perform the obligations, STFC-UKRI shall be entitled to withdraw the Award.

4.4. If, in connection with the Project, STFC-UKRI permits any employees or representatives or collaborators of the Award Recipient to have access to any STFC-UKRI premises, the Award Recipient will ensure that, while on STFC-UKRI premises, its employees and representatives and collaborators comply with (i) all applicable health and safety, security, environmental and other legislation which may be in force from time to time; and (ii) any STFC-UKRI policy, regulation, code of practice or instruction relating to health and safety, security, the environment or access to and use of any STFC-UKRI laboratory, facility or equipment which is brought to their attention or given to them whilst they are on STFC-UKRI premises by any employee or representative of STFC-UKRI.

4.5. If, in connection with the Project, STFC-UKRI permits any employees or representatives or collaborator of the Award Recipient to have remote user access to any STFC-UKRI network or HPC service, the Award Recipient will ensure that its employees and representatives and collaborators comply with (i) the STFC-UKRI acceptable use policy; and (ii) any STFC-UKRI policy, regulation, code of practice or instruction relating to health and safety, security, the environment or access to and use of any STFC-UKRI laboratory, facility or equipment which is brought to their attention by any employee or representative of STFC-UKRI.

4.6. STFC-UKRI has absolute discretion to deny access to any person to any of its premises at any time.

5. PRICE AND PAYMENT

5.1. The Award Recipient will provide the Price stated on the Award Letter to STFC-UKRI or any STFC-UKRI authorised subcontractor providing all and/or part of the Services under the Project.

5.2. STFC-UKRI shall invoice the Award Recipient for the Price where applicable and the Award Recipient will pay each of STFC-UKRI’s invoices, in the currency stated on the invoice, within the period for payment stated on such invoice.

5.3. If the Award Recipient is required by law or regulation to make any deduction or withholding on account of tax or otherwise on any sum payable, the amount payable to STFC-UKRI by the Award Recipient will be increased by the amount of that deduction or withholding to ensure that STFC-UKRI receives a sum equal to the Price to be paid under this Award.
5.4. If any payment to STFC-UKRI is overdue, STFC-UKRI may do one or more of the following:

(a) suspend work under this Agreement until that payment has been made in full (in which case all expenses incurred by STFC-UKRI in connection with that suspension and any subsequent resumption of work will be added to the amounts payable and will be paid by the Award Recipient, and any time scales will be extended accordingly); or

(b) treat the non-payment as a material breach and terminate this Agreement in accordance with Condition 11.2(a); or

(c) charge the Award Recipient interest on any overdue sum and the costs of recovery in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

6. DELIVERY

6.1. The Award Recipient is responsible, at its own risk and expense, for any export and import licences or other authorisations necessary for the export and import of the Results and their transit through any country or territory, will deal with all customs formalities necessary for their export, import and transit, and will bear the costs of complying with those formalities, and all duties, taxes and other charges payable on export or import.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. Except as expressly stated to the contrary in these Conditions, or any Special Conditions, nothing in this Award assigns or transfers any Intellectual Property Rights or grants either party any licence to use any Intellectual Property Rights, except that STFC-UKRI may use, for the purpose of performing its obligations under this Agreement, all Award Recipient Software and materials supplied to it by or on behalf of the Award Recipient.

7.2. Any and all Background Intellectual Property Rights shall remain the exclusive property of the party that owns it.

7.3. The Award Recipient will own all Intellectual Property Rights in the Award Recipient’s Results and the Award Recipient's Results shall be the exclusive property of the Award Recipient.

7.4. For the avoidance of doubt this Agreement does not give STFC-UKRI any rights to use any Award Recipient Software or Confidential Information other than for carrying out the Project.

7.5. STFC grants to the company a non-exclusive, non-transferable royalty free 5-year license to STFC Background IPR and STFC IPR in the Project Deliverables to the extent required to use the Award Recipient Results where applicable, with an option to request a 5-year additional extension if required. For the avoidance of doubt, this shall apply to software related Project Deliverables only.
8. CONFIDENTIALITY

8.1. STFC-UKRI will keep confidential and not disclose to any third party any of the Award Recipient’s Confidential Information.

8.2. STFC-UKRI will not use the Award Recipient’s Confidential Information for any purpose except in providing the Project

8.3. The Award Recipient will keep confidential and not disclose to any third party nor use for any purpose any of STFC-UKRI’s Confidential Information.

8.4. Disclosure by neither party will be in breach of its obligations to keep the other party’s Confidential Information confidential to the extent that it:

(a) is known to the party making the disclosure before its receipt from the other party, and not already subject to any obligation of confidentiality to the other party;

(b) is or becomes publicly known without any breach of the Agreement or any other undertaking to keep it confidential;

(c) has been obtained by the party making the disclosure from a third party in circumstances where the party making the disclosure has no reason to believe that there has been a breach of obligation of confidentiality owed to the other party;

(d) is disclosed pursuant to the requirement of any law or regulation or the order of any court of competent jurisdiction, and the party required to make that disclosure has informed the other, within a reasonable time after being required to make the disclosure, of the requirement to make the disclosure and the information required to be disclosed; or

(e) is approved for release in writing by an authorised representative of the other party.

8.5 STFC-UKRI will not be in breach of any obligation to keep the Award Recipient’s Confidential Information confidential or not to disclose it to any third party by making it available to any member of the STFC-UKRI Group.

8.6 If STFC-UKRI receives a request under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 to disclose any information that, under the Agreement, is the Award Recipient’s Confidential Information, it will notify the Award Recipient and will consult with the Award Recipient. The Award Recipient will respond to STFC-UKRI within 10 Working Days after receiving STFC-UKRI’s notice if that notice requests the Award Recipient to provide information to assist STFC-UKRI to determine whether or not an exemption to the Freedom of Information Act or the Environmental Information Regulations applies to the information requested. The Award Recipient acknowledges that the decision as to whether or not an exemption does apply and whether the Confidential Information requested can be withheld rests solely with STFC-UKRI.
8.7 The Provisions of Condition 8.6 shall also apply as though STFC-UKRI were the Award Recipient and vice versa if the Award Recipient is subject to the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or any equivalent legislation.

8.8 Neither STFC-UKRI nor the Award Recipient will use the other’s name or logo in any press release or product advertising, or for any other promotional purpose, without first obtaining the other’s written consent.

9. **WARRANTIES**

9.1. STFC-UKRI warrants to the Award Recipient that the Services under the Award will be supplied with reasonable skill and care.

9.2. If STFC-UKRI breaches the warranty in Condition 9.1 and the Award Recipient has notified STFC-UKRI of that breach within 2 months after the provision of that Service STFC-UKRI will, at its option re-perform that Service at no cost to the Award Recipient.

9.3. Except under the limited warranty in clause 9.1, none of the parties accepts any liability or responsibility for any use which may be made by any other party of any Results, nor for any reliance which may be placed by that other party on any Results, nor for advice or information given in connection with any Results.

9.4. The Award Recipient warrants that (i) it has the necessary rights to allow STFC-UKRI to use the Award Recipient Software for the purposes of carrying out the Project; and (ii) as far as it is aware there are no viruses or malware in the Award Recipient Software.

9.5. The warranties and undertakings given by STFC-UKRI in the Agreement are given in lieu of all implied warranties, terms and conditions and, to the extent permitted by law, all conditions, warranties, representations or other terms on the part of STFC-UKRI (except those expressly set out in the Award), including any relating to satisfactory quality, fitness for a particular or any purpose, the ability to achieve any particular result, or availability at a given time of any particular high performance computing Project are excluded from the Award.

9.6. The Award Recipient warrants and undertakes that:
   (a) no data provided by it to STFC-UKRI for the purposes of the Agreement will include personal data within the meaning of the Data Protection Act 2018 and the General Data Protection Regulation (GDPR).

   (b) it has not been induced to enter into the Agreement by any representation or by any warranty (whether oral, or in writing) except those specifically set out in the Agreement. The Award Recipient waives all claims for breach of any warranty and all claims for any misrepresentation, (negligent or of any other kind, unless made by STFC-UKRI fraudulently) which is not specifically set out in the Agreement.
10. LIABILITY

10.1. Nothing in the Agreement excludes or limits STFC-UKRI’s liability for: (i) fraud or other criminal act; (ii) personal injury or death caused by negligence; or (iii) any other liability that cannot be excluded by law.

10.2. STFC-UKRI’s aggregate liability for damage to tangible property arising in connection with the Agreement or in connection with any and all of the Project is limited to the total Price provided by the Award Recipient where applicable.

10.3. Subject to Condition 10.1, in no event will STFC-UKRI be liable for any loss or damage resulting from: loss of or damage or corruption of data; loss of use of software, data or systems; loss of profits; loss of business; loss of anticipated savings; loss of revenues; loss of opportunity; loss of goodwill, or loss of reputation whether, in each case, direct or indirect and whether or not the type of loss was unforeseen or reasonably foreseeable. Moreover STFC-UKRI will not be liable for any indirect loss or damage.

10.4. Except as provided for in Condition 10.1 and Condition 10.2, STFC-UKRI’s maximum aggregate liability to the Award Recipient in connection with the Agreement and the provision or failure to provide any or all of the Project will be limited to a sum equivalent to the higher of the Award Recipient’s contribution or £5000.

10.5. The above limitations and exclusions on STFC-UKRI’s liability apply regardless of the cause of action, whether arising under statute, in Agreement, in tort (including but not limited to negligence), or in any other way.

10.6. Despite anything else contained in the Agreement, neither party will be liable for any delay in performing or failure to perform its obligations (except an obligation to pay) caused by circumstances beyond its control including, without limitation, any act or omission of the other party or of any third party (except a party’s employees, contractors or suppliers who will be deemed to be under its control for the purposes of this Condition). In those circumstances the Award Recipient or STFC-UKRI (as the case may be) will be granted a reasonable extension of time for the performance of its obligations, the reasonableness of that extension to be assessed not only in the context of the Agreement but also in the context of STFC-UKRI’s other commitments.

11. DURATION AND TERMINATION

11.1. The Project will begin on the Start Date and, subject to earlier termination of the Agreement under Condition 11.2 or any Special Condition, will continue until the End Date.

11.2. STFC-UKRI or the Award Recipient may terminate the Agreement by giving sixty (60) days written notice to the other if:

(a) the other commits any material breach of the Agreement and (in the case of a breach that is capable of being remedied) has failed to remedy that breach within 30 days after receiving notice requiring it to remedy that breach;
(b) the Award Recipient has a receiver or administrative receiver appointed over it or over any part of
its undertaking or assets, or the other passes a resolution for winding-up (except for the purpose of
a bona fide scheme of solvent amalgamation or reconstruction), or if a court of competent jurisdiction
makes an order to that effect, or if the other becomes subject to an administration order, or if the
other enters into any voluntary arrangement with its creditors, or if any similar process to any of the
above is begun in any jurisdiction, or if it ceases or threatens to cease to carry on business.

11.3. The expiry or termination of the Agreement will not affect any accrued rights or liabilities of STFC-
UKRI or the Award Recipient, nor will it affect the coming into force or the continuance in force of
any provision of the Agreement that is expressly, or by implication, intended to come into or to
continue in force on or after termination.

11.4. General Conditions 1, 2, 3, 5, 7, 8, 9, 10, 11, 13 and 14 will survive the termination or expiry of the
Agreement and will continue indefinitely.

12. STATE AID

12.1 The Grant Award letter sets out whether the Grant Award is provided under the General Block
Exemption Regulation or as De Minimis funding. STFC-UKRI awards grant funding 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 regulations under which you h
have been awarded.

12.2 A Grant Award provided by way of the General Block Exemption Regulation are subject to the
following conditions:

12.2.1 It is your obligation to ensure that the cumulative total of public funding does not exceed
those limits stated in GBER.

12.2.2 You confirm your company is not a company in difficulty as defined in Article 2.18 of
GBER and you must inform STFC-UKRI as soon as reasonably practicable of a change
in this status. STFC-UKRI reserves the right to terminate this Grant Award if your
company's status changes.

12.3 A Grant Award provided by way of de minimis funding is considered to be state aid under EC
regulation 1998/2006 (de minimis aid regulation and is subject to the following conditions:

12.3.1 There is a ceiling of €200,000 for all de minimis aid provided to any one company over a
3-year period. Any de minimis aid awarded to the Award Recipient under this award will
be relevant if the Award Recipient wishes to apply, or has applied, for any other de minimis
aid.

12.3.2 It is the Award Recipient's responsibility to inform STFC-UKRI if it has received any other
funding over the prior three years that, when combined with this voucher award, would
take the Award Recipient over the threshold of €200,000 under the de minimis rule.
12.3.3 For the purposes of the de minimis regulation, the Award Recipient must retain this document for 3 years from the date on this document and produce it on any request by the UK public authorities or the European Commission. (The Award Recipient may need to keep this document for longer than three years for other purposes).

12.4 STFC-UKRI may vary or withhold any or all of the Grant Award and/or require repayment of the value of any Grant Award already provided, together with interest from the date of the Grant Award at the applicable legislated rate, if STFC-UKRI is required to do so as a result of a decision by the European Commission arising from a breach of State Aid regulations.

12.5 Where you are required by an order of the European Commission to repay any grant to STFC-UKRI 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.

12.6 No subcontract may be made which would constitute a breach of State Aid obligations.

12.7 The Bridging for Innovators Scheme is funded by public money, and therefore STFC-UKRI is required to collect certain information upon the grants and for some years afterwards on the outputs and outcomes of all Bridging for Innovators Scheme funded projects. The data will be shared with central government to demonstrate how Bridging for Innovators Scheme funding was spent to help improve productivity. By accepting an award under the Bridging for Innovators Scheme, you agree to provide timely reports on outputs and outcomes as requested by STFC-UKRI, and agree not to disclose any personal, commercially sensitive or confidential information as part of this reporting.

13 GENERAL

13.1 No forbearance or delay by STFC-UKRI or the Award Recipient in enforcing its rights will prejudice or restrict those rights. No waiver of any right or breach will operate as a waiver of any other right or breach. No right, power or remedy conferred on, or reserved to, STFC-UKRI or the Award Recipient is exclusive of any other right, power or remedy available to it, and each of those rights, powers, and remedies is cumulative.

13.2 If any part of the Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement will not be affected.

13.3 All notices to be given under the Agreement must be in writing or by email and be sent to the address or email address of the intended Recipient set out in the Agreement, or any other address or email address which the intended Recipient may designate by notice given in accordance with the provisions of this Condition.

13.4 Any notice may be delivered personally (including by courier), or sent by first class pre-paid letter or by email and will be deemed to have been served: if by hand, when delivered; if by first class post, 48 hours after posting; and if by email, when received.

13.5 STFC-UKRI may, provided it gives written notice to the Award Recipient, if it wishes to assign its rights and obligations under the Agreement to any member of the STFC-UKRI Group.
13.6 No third party is entitled to the benefit of the Agreement under the Agreements (Rights of Third Parties) Act 1999 or otherwise, except that any member of the STFC-UKRI Group may directly enforce or rely on any Condition expressed to be for the benefit of the STFC-UKRI Group or any member of it.

13.7 The Award Recipient shall enter into a separate collaboration agreement with any other parties which it intends to collaborate with as part of the Bridging for Innovators project.

13.8 The Award Recipient must comply with all legislation of England and Wales (including in the devolved administrations) where they apply and shall not act in ways that affect the ability to comply. We particularly draw your attention to the Bribery Act 2010, the Data Protection Act 2018, the Fraud Act 2006, the Health and Safety Work Act 1974, the Equality Act 2010, the Modern slavery Act 2015 and the Procurement Regulations 2015.

13.9 Where a dispute arises, we encourage you to contact us to discuss how the matter can be best resolved. If a mutual resolution is not achievable within 30 days of you contacting us, we reserve the right to unilaterally terminate the grant and potentially seek repayment for all or part of the Grant Award paid to you; or if both parties agree to refer the matter to the London Court of Arbitration (LCIA), whose decision will be binding. Any arbitration will be conducted in accordance with the LCIA Arbitration Rules before a single arbitrator seated in London.

13.10 Where an event of force majeure occurs, or a change to the laws of England and Wales, UK government or devolved administration policy and/or the legal acts of the European Union occurs which affects STFC-UKRI'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, STFC-UKRI will meet any eligible costs in respect of the Project that you have reasonably incurred.

13.11 This Agreement constitutes the whole Agreement between you and us 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.