



STFC'S BRIDGING FOR INNOVATORS AWARD CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1. In the Contract (as defined below) the following expressions have the meaning set opposite:

Award Conditions – these STFC Bridging for Innovators Award Conditions

Award Recipient – the person so described in the Contract;

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

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

Confidential Information – the Award Recipient's Confidential Information and/or STFC's Confidential Information as the context requires;

Contract – this contract between STFC and the Award Recipient incorporating these Award Conditions and any Special Conditions;

End Date – the end date (if any) stated in the Contract;

Facilities IP – means any Intellectual Property obtained or developed in the course of the Project which relate to an improvement to or modification of (i) the Background IP of STFC or (ii) the facilities and instrumentation of STFC, their use or operation, or any methods of data processing and analysis used in STFC's facilities; and the Intellectual Property Rights therein;

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

Intellectual Property Rights – 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 monetary amount or in-kind contribution amount set out in the Contract as payable or to be provided by the Award Recipient

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

Results – all advice, information, know-how, results, data, inventions, materials and software identified, created or first reduced to practice or writing in the course of conducting the Services, except any Facilities IP;

Services – the services supplied or to be supplied by STFC to the Award Recipient under the Contract 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 Contract;

Start Date – the Start Date stated in the Contract;

STFC – The Science and Technology Facilities Council, part of UKRI;

STFC's Bridging for Innovators Award Conditions – these terms and conditions;

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

STFC Group – STFC and its wholly owned subsidiaries;



UKRI – United Kingdom Research and Innovation; and

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

- 1.2. References in the Contract to any enactment, act, order, regulation or similar instrument are to be construed as references to that enactment, act, order, regulation or instrument as amended by any later enactment, order, regulation or instrument or as contained in any later re-enactment of it.
- 1.3. The headings in these General Conditions are for ease of reference only and do not affect their interpretation or construction.

2. CONTRACT

- 2.1. When STFC sends to the Award Recipient a completed Contract signed by an authorised representative of STFC, it is making an offer to supply the Services. The Contract is formed when the Award Recipient signs and returns a copy of the Contract to STFC provided that it does so within the period for acceptance (if any) stated in the Contract, such period (if any) being deemed to begin on the day the Contract is sent to the Award Recipient.
- 2.2. These Award Conditions together with any Special Conditions, apply to the supply of the Services to the exclusion of all other terms and conditions. Any other terms and conditions proposed by the Award Recipient or which the Award Recipient purports to apply (whether in any purchase order, confirmation of order, in correspondence or in any other context) will not form part of the Contract or be binding on STFC.
- 2.3. These Award Conditions, the Special Conditions (if any), and any Annexe, constitute the entire agreement between the Award Recipient and STFC in relation to the Services and supersede all earlier agreements, arrangements and understandings relating to the subject matter of this Contract with the exception of any existing non-disclosure agreement (“**NDA**”) between STFC and the Award Recipient regarding the subject matter of this Contract. If there is any conflict between the confidentiality provisions of this Contract and an NDA, the relevant terms of this Contract shall be superseded.
- 2.4. If there is any conflict or inconsistency between these Award Conditions and the Special Conditions (if any) and any Annex, the Special Conditions will prevail over these Award Conditions, which will in turn prevail over any Annex, in each case to the extent necessary to resolve that conflict or inconsistency.
- 2.5. STFC may amend any Service where necessary to comply with any statutory or regulatory requirement or in any way that does not materially affect their quality.
- 2.6. Subject to Condition 2.5, neither the Contract nor any Service may be amended, supplemented or varied without the written agreement of both STFC and the Award Recipient and any attempt to amend, supplement or vary the Contract or any Service without that written agreement Contract will be null and void.

3. PERFORMANCE

- 3.1. STFC will use reasonable endeavours to supply the Services in accordance with the Contract.
- 3.2. The Award Recipient will provide STFC 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 Contract, in good time to allow STFC to carry out its obligations under the Contract.
- 3.3. If the Award Recipient does not perform or delays in performing its obligations under the Contract, and that non-performance or delay affects STFC’s ability to perform the Contract, STFC will not be in breach of contract, and the Award Recipient will pay STFC as if STFC had performed its obligations.
- 3.4. If, in connection with the supply of any Services, STFC permits any employees or representatives or collaborators of the Award Recipient to have access to any STFC premises, the Award Recipient will ensure that, while on STFC 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 policy, regulation, code of practice or instruction relating to health and safety, security, the environment or access to and use of any STFC laboratory, facility or equipment which is brought to their attention or given to them whilst they are on STFC premises by any employee or representative of STFC.
- 3.5. If, in connection with the supply of any Services, STFC permits any employees or representatives or collaborator of the Award Recipient to have remote user access to any STFC network or HPC service, the Award Recipient will ensure that its employees and representatives and collaborators comply with (i) the STFC acceptable use policy; and (ii) any STFC policy, regulation, code of



practice or instruction relating to health and safety, security, the environment or access to and use of any STFC laboratory, facility or equipment which is brought to their attention by any employee or representative of STFC.

3.6. STFC has absolute discretion to deny access to any person to any of its premises at any time.

4. PRICE AND PAYMENT

4.1. The Award Recipient will provide the Price to STFC.

4.2. All prices, fees, charges and expenses are inclusive of any applicable value added, sales, excise, or similar taxes and all customs duties.

4.3. STFC may invoice the Award Recipient as set out in the Contract, and the Award Recipient will pay each of STFC's invoices, in the currency stated in the Contract, within the period for payment stated on such invoice.

4.4. 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 under the Contract, the amount payable to STFC by the Award Recipient will be increased by the amount of that deduction or withholding to ensure that STFC receives a sum equal to the amount to be paid under the Contract.

4.5. If any payment to STFC is overdue, STFC may do one or more of the following:

(a) suspend work under the Contract until that payment has been made in full (in which case all expenses incurred by STFC 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 the Contract 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.

4.6. STFC is not obliged to carry out any work except that specifically stated in the Contract. STFC reserves the right to charge the Award Recipient, and the Award Recipient will pay STFC a reasonable charge for, any additional work carried out for the Award Recipient by STFC.

4.7. On the termination or expiry of the Contract, the Award Recipient will pay STFC, in accordance with this Condition 4, all unpaid fees and expenses accrued up to the date of termination or the expiry of the Contract and for all costs and expenses that STFC has incurred or agreed to incur in connection with any work done or to be done for the Award Recipient.

5. DELIVERY

5.1. Any date or period for delivery is intended to be an estimate only. The Award Recipient will not be entitled to terminate the Contract solely because the delivery of any Service is delayed, even if it has given notice to STFC requiring delivery by a specific date.

5.2. 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.

5.3. Subject to any Special Conditions, the Services will be deemed to have been accepted by the Award Recipient if no notice of rejection is given to STFC within 10 Working Days after delivery.

6. TITLE AND RISK

Not used

7. INTELLECTUAL PROPERTY RIGHTS

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



- 7.2. The Award Recipient will own all Intellectual Property Rights in the Results.
- 7.3. STFC will own all Intellectual Property Rights in the Facilities IP.
- 7.4. For the avoidance of doubt this Contract does not give STFC any rights to use any Award Recipient Software other than for carrying out the Services.
- 7.5. STFC and the Award Recipient will each take any action or execute any document reasonably required by the other to give effect to any of its rights under the Contract or to enable their registration in any relevant territory provided that the requesting party pays the other party's reasonable expenses.

8. CONFIDENTIALITY

- 8.1. STFC will keep confidential and not disclose to any third party any of the Award Recipient's Confidential Information.
- 8.2. Except as necessary to exploit its rights under Condition 7.3, STFC will not use for any purpose except providing the Services any of the Award Recipient's Confidential Information.
- 8.3. The Award Recipient will keep confidential and not disclose to any third party nor use for any purpose any of STFC'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 Contract 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 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 Group.
- 8.6. If STFC receives a request under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 to disclose any information that, under the Contract, 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 within 10 Working Days after receiving STFC's notice if that notice requests the Award Recipient to provide information to assist STFC 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.
- 8.7. The Provisions of Condition 8.6 shall also apply as though STFC 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 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 warrants to the Award Recipient that the Services will be supplied with reasonable skill and care.
- 9.2. If STFC breaches the warranty in Condition 9.1 and the Award Recipient has notified STFC of that breach within 2 months after the provision of that Service STFC will, at its option re-perform that Service at no additional charge 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 to use the Award Recipient Software for the purposes of carrying out the Services; 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 in the Contract 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 (except those expressly set out in the Contract), 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 services are excluded from the Contract.
- 9.6. The Award Recipient warrants and undertakes that:
- (a) no data provided by it to STFC for the purposes of the Contract will include personal data within the meaning of the Data Protection Act 1998;
- (b) it has not been induced to enter into the Contract by any representation or by any warranty (whether oral, or in writing) except those specifically set out in the Contract. 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 fraudulently) which is not specifically set out in the Contract.

10. LIABILITY

- 10.1. Nothing in the Contract excludes or limits STFC'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's aggregate liability for damage to tangible property arising in connection with the Contract or in connection with any and all of the Services is limited to the total Price provided by the Award Recipient.
- 10.3. Subject to Condition 10.1, in no event will STFC 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 foreseen or reasonably foreseeable. Moreover STFC 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's maximum aggregate liability to the Award Recipient in connection with the Contract and the provision or failure to provide any or all of the Services will be limited to a sum equivalent to the higher of the Price or £5000.
- 10.5. The above limitations and exclusions on STFC's liability apply regardless of the cause of action, whether arising under statute, in contract, in tort (including but not limited to negligence), or in any other way.
- 10.6. Despite anything else contained in the Contract, 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 (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 Contract but also in the context of STFC's other commitments.

11. DURATION AND TERMINATION

- 11.1. The Services will begin on the Start Date and, subject to earlier termination of the Contract under Condition 11.2 or any Special Condition, will continue until the End Date.
- 11.2. STFC or the Award Recipient may terminate the Contract by giving notice to the other if:
- (a) the other commits any material breach of the Contract 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; or
- (b) the other 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. STFC or the Award Recipient may terminate the Contract by giving sixty (60) days written notice.

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

11.5. General Conditions 1, 2, 3.3, 3.4, 3.5, 4.6, 4.7, 5.1, 5.3, 7, 8, 9, 10, 11.4, 11.5, 12, 13 and 14 will survive the termination or expiry of the Contract 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.

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

- (a) The Grant Award is provided under General Block Exemption Regulation 651/2014 ('GBER'). It is your obligation to ensure that the cumulative total of public funding does not exceed those limits stated in GBER.
- (b) You confirm your company is not a company in difficulty as defined in Article 2.18 of GBER and you must inform STFC as soon as reasonably practicable of a change in this status. STFC 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 subject to the following conditions:

- (a) As STFC is a non-departmental government organisation, the provision of these services is considered to be state aid. Under EC regulation 1998/2006 (de minimis aid regulation), this is a de minimis aid. 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 Customer under this award will be relevant if the Customer wishes to apply, or has applied, for any other de minimis aid.
- (b) It is the Customer's responsibility to inform STFC if it has received any other funding over the prior three years that, when combined with this voucher award, would take the Customer over the threshold of €200,000 under the de minimis rule.
- (c) For the purposes of the de minimis regulation, the Customer 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 Customer may need to keep this document for longer than three years for other purposes).

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

12.6 The Bridging for Innovators Scheme is funded by public money, and therefore STFC 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, 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 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 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 Contract is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Contract will not be affected.
- 13.3. All notices to be given under the Contract must be in writing or by email and be sent to the address or email address of the intended Recipient set out in the Contract, 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. With the exception of the rights granted in clause 13, neither STFC nor the Award Recipient may assign the Contract or any of its rights or obligations under it, whether in whole or in part, without first obtaining the other's written consent. That consent will not be unreasonably withheld or delayed.
- 13.6. STFC may, provided it gives written notice to the Award Recipient, assign its rights and obligations under the Contract to any member of the STFC Group.
- 13.7. The Contract and its validity are governed by, and the Contract is to be construed in accordance with, the laws of England. Both parties agree to submit to the exclusive jurisdiction of the English Courts.
- 13.8. Nothing in the Contract creates any partnership or joint venture between STFC and the Award Recipient, or the relationship between them of principal and agent.
- 13.9. No third party is entitled to the benefit of the Contract under the Contracts (Rights of Third Parties) Act 1999 or otherwise, except that any member of the STFC Group may directly enforce or rely on any Condition expressed to be for the benefit of the STFC Group or any member of it.
- 13.10. 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.