(1) THE SCIENCE AND TECHNOLOGY FACILITIES COUNCIL as part of UNITED KINGDOM RESEARCH AND INNOVATION

and

(2) «Company_Name»

FUNDING AGREEMENT
THIS AGREEMENT is made on 2019
BETWEEN

(1) THE SCIENCE AND TECHNOLOGY FACILITIES COUNCIL as part of UNITED KINGDOM RESEARCH AND INNOVATION one of whose offices is at Rutherford Appleton Laboratory, Harwell Oxford, Didcot, OX11 0QX (“STFC”); and

(2) «Company_Name» whose registered address is «Registered_Address» ("Recipient")

each a “Party” and together the “Parties”.

BACKGROUND

(A) STFC wishes to support the Recipient in the project titled ‘«Title_of_Proposal»’.

(B) In order to do so it has agreed to make a grant to the Recipient of up to a maximum value of £«Value_of_the_Grant».

IT IS HEREBY AGREED as follows:

1. DEFINITIONS & INTERPRETATIONS

1.1 In this Agreement the following word shall have the following meanings:

“Background IP” Intellectual Property Rights in existence prior to the contract or outside the scope of this Agreement;

“Commencement Date”

“Grant” the sum of a maximum of £«Value_of_the_Grant» to be paid to the Recipient in accordance with this Agreement;

“Grant Period” the period for which the Grant is awarded starting on the Commencement Date and ending on 27/03/2020;

“Intellectual Property Rights” any copyright, database right, design right, patent, registered design, trademark, service mark, application to register any of the aforementioned rights, trade secret, right in unpatented know-how, right of confidence and any other intellectual or industrial property right of any nature whatsoever in any part of the world;

“Payment Dates” the dates on which the Grant is due to be paid as detailed in Schedule 1;

“Project” the project described in Schedule 2;

“Project Cost” the amount of money needed to complete the Project;
1.2 Unless the context otherwise requires the singular includes the plural and vice versa.

1.3 Clause headings are for reference only and shall not be taken into consideration in their interpretation.

1.4 References to persons shall be deemed to include references to natural persons; firms, partnerships, companies, corporations, associations, STFCs and trusts (in each case whether or not having separate legal personality);

1.5 References in this Agreement to ‘Clauses’ and ‘Schedules’ are references to clauses of and schedules to this Agreement.

2. **THE GRANT**

2.1 The Recipient shall use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement.

2.2 The Recipient acknowledges that the Grant is only intended to partly fund the Project and the Recipient shall contribute the remainder (‘Matched Funding’) towards the Project Cost.

2.3 STFC shall pay the Grant to the Recipient following satisfactory completion of the Deliverables by the Recipient as set out in Schedule 1. If STFC is not satisfactory with the Deliverables STFC is entitled to ask that the Recipient carries out the Deliverable again to STFC’s satisfaction, at the Recipient’s cost.

2.4 The Recipient agrees and accepts that payments of the Grant can only be made to the extent that STFC has available funds.

2.5 The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.

2.6 The Recipient shall promptly repay to STFC any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.

3. **THE RECIPIENT’S OBLIGATIONS**

3.1 The Recipient shall ensure that the Project is carried out in accordance with all applicable ethical, legal and regulatory requirements including but not limited to relevant provisions of the Animals (Scientific Procedures) Act 1986 Animals (Scientific Procedures) Act 1986, General Data Protection Regulation, the Data Protection Act 2018, the Bribery Act 2010, the Fraud Act 2006, the Equality Act 2010 and the Modern Slavery Act 2015.
3.2 The Recipient shall ensure that it complies with European Union State Aid law and it acknowledges that if it is in breach of State Aid law, STFC is entitled to recover some or all of the Grant, together with interest. The Recipient shall honestly and in good faith declare to STFC of all state aids it received in the last three fiscal years. STFC is obliged to retain this information for 10 years from the date of the last payment.

3.3 The Recipient shall not use the Grant for any other purpose without the prior written Agreement of STFC and the Recipient shall not make material changes to the Project without the prior written consent of STFC.

3.4 The Recipient shall promptly notify STFC of any changes to its organisation’s constitution, membership structure (if applicable) or ownership, or anything else which may affect its compliance with this Agreement.

3.5 The Recipient shall be responsible and ensure that a formal collaboration Agreement is drawn up with its collaborators prior to performing the Project.

3.6 The Recipient shall ensure that the aims and Deliverables of the Project are met and that the terms of this Agreement have been adhered to.

3.7 Subject to clause 8, the Recipient shall inform STFC promptly if for any reason it is unable or unlikely to fulfil the Deliverables.

3.8 The Recipient shall ensure that sufficient Matched Funding is available to the Project to assure it achieves the Deliverables set out in Schedule 1.

3.9 The Recipient confirms that the Matched Funding is from a private source and free from encumbrances. The Matched Funding is not subject to terms and conditions of a third party, not limiting to any funds received from an award, grant or a competition, costs already incurred, loans or overdraft facilities.

4. **ACKNOWLEDGMENT AND PUBLICITY**

4.1 The Recipient shall not publish any material referring to the Project or STFC (for avoidance of doubt the definition ‘STFC’ in this Agreement includes United Kingdom Research and Innovation) without the prior written Agreement of STFC. The Recipient shall acknowledge the support of STFC in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by STFC) shall include STFC’s name and logo (or any future name or logo adopted by STFC) using the templates provided by STFC from time to time.

4.2 In using STFC’s name and logo, the Recipient shall comply with all reasonable branding guidelines provided by STFC from time to time.

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1 Including but not limited to Articles 107 to 109 of the Treaty on the Functioning of the European Union, the General Block Exemption Regulation and any Enabling Regulation, as amended from time to time
4.3 The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by STFC.

4.4 STFC may acknowledge the Recipient's involvement in the Project as appropriate without prior notice.

4.5 The Recipient shall comply with all reasonable requests from STFC to facilitate visits, provide reports, statistics, photographs and case studies that will assist STFC in its promotional and fundraising activities relating to the Project.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 All Intellectual Property Rights brought to the Project by the Recipient shall belong to the Recipient. The Results generated from the Project shall belong to the Recipient.

5.2 The Recipient warrants that it is the owner of its own Intellectual Property or that it has obtained the necessary consents and licences from a third party for the Project. Further the Recipient shall indemnify STFC from claims, damages, loss or whatsoever from third parties in connection with the Intellectual Property Rights arising or in connection with this Agreement.

6. CONFIDENTIALITY

6.1 Subject to Clause 6.3 each Party shall during the term of this Agreement and thereafter keep secret and confidential all confidential information ("Confidential Information") disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as authorised by the other Party.

6.2 Any information which:

6.2.1 at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by non-compliance of the terms of this Agreement by the receiving party; or

6.2.2 is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or

6.2.3 is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party;

shall not be considered to be Confidential Information for the purposes of Clause 6.1.

6.3 A Party may disclose Confidential Information to the extent required by:
6.3.1 any law or regulation (including Freedom of Information Act (2000) and the Environmental Information Regulations (2004) and none of the exceptions within such Act or Regulation applies to the information disclosed); or

6.3.2 any governmental or other regulatory authority; or

6.3.3 a court or other authority of competent jurisdiction.

6.4 The obligations of confidentiality of each Party shall continue for a further period of three years from the termination of the Agreement.

7. LIMITATION OF LIABILITY

7.1 No Party shall be liable to the other Party direct or indirect, consequential loss or loss of profits, business, contracts or use howsoever arising in connection with or arising out of this Agreement. The aggregate liability for each party under or in relation to this Agreement shall be the maximum value of the payment of the Grant.

7.2 Notwithstanding the provisions of any other Clause of this Agreement, nothing in this Agreement limits or excludes each party’s liability for:

7.2.1 death or personal injury; or

7.2.2 any fraud; or

7.2.3 for any sort of liability that, by law, cannot be limited or excluded.

8. TERMINATION

8.1 The obligations of the Parties under this Agreement shall apply from the Commencement Date and continue until the expiry of the Grant Period or the termination of this Agreement.

8.2 STFC’s intention is that the Grant will be paid to the Recipient in full. However, without prejudice to STFC’s other rights and remedies, STFC may at its discretion withhold or suspend payment, or terminate the Agreement if:

8.2.1 the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);

8.2.2 the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due; or

8.2.3 the Recipient has acted fraudulently or negligently in connection with the Project or has failed promptly to disclose to STFC facts which are material to the making of the Grant or the completion of the Project;
8.2.4 the Recipient fails to comply with any of the terms and conditions of this Agreement to a material extent and, fails substantively to remedy the non-compliance within a reasonable period as required by STFC; or

8.2.5 the Recipient makes any statement or issues any publicity that may reasonably be foreseen as discrediting or damaging to the reputation of STFC.

9. NOTICES

9.1 Any notice to be given under this Agreement shall be delivered in person or by mail to the following addresses:

Recipient: «Contact_Name»
«Company_Name»
«Registered_Address»
«Email_address»

STFC: Science and Technology Facilities Council
Rutherford Appleton Laboratory
Harwell Oxford
Didcot
OX11 0QX

E: emily.rogers@stfc.ac.uk

9.2 Any such communication will be deemed to be served:

9.2.1 if personally delivered, at the time of delivery and, in proving service, it shall be sufficient to produce a receipt for the notice signed by or on behalf of the addressee;

9.2.2 if by letter, at noon on the business day after such letter was posted and, in proving service, it shall be sufficient to prove that the letter was properly stamped first class, addressed and delivered to the postal authorities; and

10. GENERAL

10.1 This Agreement constitutes the entire and only Agreement between the parties in relation to the matters contemplated by this Agreement and supersedes all prior written or oral agreements and understandings between the parties in relation to such matters.

10.2 Each of the parties acknowledges that in entering into this Agreement it has not relied on any representation, warranty, agreement, undertaking or statement not set out in this Agreement and that (in the absence of fraud) it will not have any claim, right or remedy arising out of any such representation, warranty, agreement, undertaking or statement.
10.3 This Agreement may be varied at any time by agreement in writing between the parties without prejudice to the validity of any acts or events taking place before such variation under these terms.

10.4 The Recipient may not, without the prior written consent of STFC, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.

10.5 Nothing in this Agreement shall be deemed to constitute a partnership, a joint venture or create a principal and agent relationship between the parties.

10.6 Each of the provisions of this Agreement is distinct and severable from the others and if at any time one or more of such provisions is or becomes invalid, unlawful or unenforceable (whether wholly or to any extent), the validity, lawfulness and enforceability of the remaining provisions (or the same provision to any other extent) shall not in any way be affected or impaired and shall remain in full force and effect.

10.7 No relaxation, forbearance, delay or indulgence by any party in enforcing any of the terms and conditions of this Agreement or the granting of time by any party to the other shall prejudice, affect or restrict the rights and powers of the said party, nor shall any waiver by either party of any non-compliance of the terms of this Agreement operate as a waiver of any subsequent or any continuing non-compliance hereof.

10.8 No term of this Agreement shall be enforceable by any person who is not a party to it provided that this shall not affect any rights of such a person which might exist otherwise than under the Contracts (Rights of Third Parties) Act 1999.

10.9 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and which shall together constitute one and the same document.

10.10 This Agreement and all questions of construction, validity and performance under this Agreement shall be governed by English Law and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

AS WITNESS the hands of the parties hereto

For and on behalf of The Science and Technology Facilities Council as part of United Kingdom Research and Innovation

Name

Signature
Position
Date

For and on behalf of the «Company_Name»

Name ............................................................................................................
Signature ........................................................................................................
Position ...........................................................................................................
Date ................................................................................................................
SCHEDULE 1

On conclusion of the Grant Period the Recipient shall send STFC a final report on the Project.

After delivering the final report please send an invoice quoting PO «PO_Number» to the below address:

UK Shared Business Services Ltd., Polaris House, North Star Avenue, Swindon, Wiltshire, SN2 1FF

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SCHEDULE 2

PROJECT SUMMARY

«Summary_of_Proposal»