



InnovateUK  
KTN

# Innovate UK – Accelerated Knowledge Transfer Terms & Conditions

SAMPLE

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**Author:** Jess Weller & Joel Ferguson  
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## Subsidy Control

The grant must remain compliant with the UK International Obligations for Subsidy Control on the following basis:

### No Subsidy

The funding awarded is “**not a subsidy**” as defined in Part 1 of the Subsidy Control Act 2022.

SAMPLE

## **Terms and conditions of an Innovate UK – Accelerated Knowledge Transfer grant award**

Offer of grant funded by Innovate UK and delivered by Innovate UK KTN

### **1. Grant offer**

1.1 I am pleased to inform you that Innovate UK KTN, acting on behalf of Innovate UK, is prepared to offer the Knowledge Base partner identified in the GOL (the “Knowledge Base Partner”) the grant (“Grant”) to partake in the project (“Project”) as specified on the GOL. This is towards the Knowledge Base Partner’s costs in undertaking the above referenced Project in conjunction with the relevant UK registered business (“the Business Partner”) (the Knowledge Base Partner and Business Partner together being “Project Partners”) and in accordance with the associated application submitted to Innovate UK KTN. This Grant is subject to the terms and conditions of the GOL and its Schedules (together, the “Agreement”).

### **2. General terms and conditions**

- 2.1 The AKT Associate (“AKT Associate”) should begin work on the Project within 6-weeks from the date of issue of this GOL.
- 2.2 Innovate UK KTN has the unilateral right to change this Agreement at any time, giving 1-months’ written notice. You cannot assign, transfer or sub-contract any of your rights or obligations under this Agreement to any third party. Rights and remedies under this Agreement, whether used or not, remain available throughout the term of this agreement defined in 5.1.
- 2.3 This Agreement does not create any partnership or joint venture between you and Innovate UK KTN at law. Innovate UK KTN:
- 2.3.1 accepts no liability for any consequences, whether direct or indirect, that result from you undertaking the partnership, using the Grant, or Innovate UK KTN terminating this Agreement or Grant.
  - 2.3.2. limits its liability to the amount of Grant payable for which you can provide evidence of eligible costs incurred and paid, provided you are not in breach of its terms.
- 2.4 This Agreement is subject to the laws of England and Wales. The Grant cannot be used for any political or lobbying activity, or for any purpose other than the Project referred to in the GOL.
- 2.5 Innovate UK KTN has the right to reject new Grant applications from a Knowledge Base Partner where it has failed to return required financial reports (including claims) on any current or previous projects funded by Innovate UK KTN or Innovate UK.
- 2.6 Under current restrictions, the Project will not fund any procurement, commercial, business development or supply chain activity with any Russian and Belarusian entity as lead, partner or subcontractor. This includes any goods or services originating from a Russian and Belarusian source.
- 2.7 You agree that you have read, understood, and complied (to the extent applicable) with the schedules within this Agreement, including but not limited to the Competition Guidance and FAQ’s.

### **3. Disclaimer**

- 3.1 Innovate UK KTN accepts no liability, financial or otherwise, for expenditure or liability arising from the partnership funded by the Grant except as set out in this Agreement, or otherwise agreed in writing.
- 3.2 Innovate UK KTN 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 All Project Partners shall indemnify and hold harmless the funder, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages. 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 KTN reserves the right to terminate the Grant at any time, subject to reasonable notice and to make any payment that it agrees may be necessary to cover outstanding and unavoidable commitments. If a Grant is terminated or reduced in value, no liability for payment, redundancy or any other compensatory payment for the dismissal of staff funded by the Grant will be accepted.

### **4. Duration**

- 4.1 This agreement comes into effect on the date of submission and will be reissued as Grant Offer Letter (GOL) if your application is successful. It continues until the project end date specified in Schedule 1 ("Project End Date") or on any other date subsequently agreed by Innovate UK KTN, unless this Agreement is terminated earlier in accordance with its provisions (the 'term').
- 4.2 The Project duration will begin within a period of 6-weeks after the date of the GOL being issued and end on the Project End Date unless this Agreement is terminated earlier in accordance with its provisions. Any changes to these dates need to be agreed with Innovate UK KTN in writing.
- 4.3 This Agreement will begin on the date of the GOL and shall continue after the Project End Date for a period of 6 years.
- 4.4 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled by the Project Partners.

### **5. Waiver**

- 5.1 No failure or delay by Innovate UK KTN to employ any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

### **6. Status**

- 6.1 If any provision of this Agreement is found by a court or other legitimate body to be illegal, invalid or unreasonable, it will not affect the remaining terms and conditions which will continue in force.

## 7. Your obligations

- 7.1 By submitting an application into this competition, all Project Partners agree to:
- 7.1.1. manage the partnership in accordance with the terms of the application as awarded by us, and this Agreement.
  - 7.1.2. take good account of the business practises and standard of behaviour outlined in the Cabinet Office '[Code of Conduct for Recipients of Government General Grants](#)'.
  - 7.1.3. refer to Innovate UK and Innovate UK KTN's financial and other support in any publicity or public information about your Project.
  - 7.1.4. not sub-contract any of their work on the Project (unless previously agreed with Innovate UK KTN).
  - 7.1.5. Inform Innovate UK KTN promptly:
    - 7.1.5.1. of any issue or material change that could affect the progress, delivery or exploitation of the Project (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.
    - 7.1.5.2. if any of the Project Partners, their staff, officers or volunteers are subject to any complaint or investigation into dishonesty, fraudulent activities or business misconduct, carried out by any regulatory body or the police.
    - 7.1.5.3. of any allegations, whether proven or not, of fraud, criminal convictions, bankruptcy arrangements, or disqualifications.
  - 7.1.6. fully co-operate with Innovate UK KTN, responding to any requests for information promptly and comprehensively and allowing reasonable (audit) access to your sites and staff upon request.
  - 7.1.7. take out and maintain insurance covering your risks and liabilities for appropriate amounts and in keeping with good commercial practice.
  - 7.1.8. comply with all applicable laws and regulations in carrying out the Project activities under this Agreement.
  - 7.1.9. have and maintain adequate procedures to manage and monitor any actual or perceived bias or conflicts of interest in any personal, business or professional activities by any of the Project Partners or their representatives which conflict or could conflict with any of the Project Partners' obligations under this agreement.
  - 7.1.10. take reasonable account of the principles explained on the [UKRI Trusted Research and Innovation](#) page and the guidance issued by the [Centre for the Protection of National Infrastructure \(CPNI\)](#). The UKRI principles expect grant recipients to have robust arrangements for:
    - 7.1.10.1. assessment of partner suitability
    - 7.1.10.2. management of information and knowledge sharing
    - 7.1.10.3. management of commercial applications including intellectual property
  - 7.1.11. comply with the requirements stated in [The National Security and Investment \(NSI\) Act 2021](#) and [UK Strategic Export Control Lists](#)
  - 7.1.12. ensure that all supporters and funders are acknowledged in academic publications, marketing material and anything else produced to support the Project, and where possible relevant logos should be prominently displayed.
- 7.2 As a successful applicant the Knowledge Base partner will also:



- 7.2.1 employ the AKT Associate in accordance with your institutional procedures.
- 7.2.2 submit, within 60-days of the end of the Project, a project final report, a case study that can be made publicly available and a presentation that has been used to communicate project outcomes to the Business Partner. The case study may be made public by Innovate UK KTN and Innovate UK.
- 7.2.3 also submit, within 60-days of the end of the Project the final claim and Schedule 3 together with any supporting documentation.
- 7.2.4 be responsible for recovering the Business Partner's financial contribution of 10% of the total Grant value.

## **8. Project Administration**

- 8.1 Knowledge Base supervisors must spend the time indicated in the application supporting the Project.
- 8.2 Projects should be managed and supported as indicated in the application, including arrangements for managing the Project and ensuring effective communication.
  - 8.2.1 The Knowledge Base supervisors must make the project team available for a mid and end of Project review meetings.
  - 8.2.2 Project teams should meet at least fortnightly through-out the duration of the Project.
  - 8.2.3 The AKT Associate must reside in the UK for tax purposes. AKT Associates must be employed by the Knowledge Base partner for the duration of the project and be physically located within the UK for the entire duration of the project.
- 8.3 Successful and unsuccessful applicants must give us, and any data-sharing partner we appoint, any information we need to create an evaluation report.

## **9. Expenditure**

- 9.1 Expenditure must be in-line with the budget set out in Schedule 2 of the GOL. There will be no scope for revisions to this.

## **10. Payment of grant**

- 10.1 We will only pay your approved Grant claim into your business account at a UK clearing bank or one of its subsidiary banks within the UK.
- 10.2 Within 30-days of receipt of your claim, final report and accompanying materials, Innovate UK KTN will raise a Purchase Order for your approved claim amount. Once this Purchase Order is received, you should raise a final invoice within 30-days. A final invoice cannot be raised until you have been issued with a purchase order by Innovate UK KTN. Only one claim will be submitted for this Project.
- 10.3 You accept that the eligible costs you can claim are limited to those types of costs approved by Innovate UK KTN's Project Finance Team and described in Competition Guidance, FAQs and Costing Guidance for this competition. Conditions relating to the payment of claims are set out in clause 10.5 below.
- 10.4 If an AKT Associate is not available for work for an extended period or they resign from their position as an AKT associate, you should find an alternative associate to the Partners satisfaction. Projects will neither be paused nor extended by Innovate UK KTN. Innovate UK KTN should be contacted if there is a change of AKT associate or if a project is no longer



- viable. Project End dates may have 2-weeks added to their duration by agreement of the partners to provide contingency for project disruptions.
- 10.5 The Knowledge Base partner should enter associate names, start dates and end dates into the Grant Management System as soon as they are known at the project outset and thereafter once changes are confirmed.
- 10.6 Innovate UK KTN will normally pay claims within 30-days of receiving them unless we need any further information to support the claim. We agree to request any further information within 14 days of receiving the claim and will pay claims within 30-days of receipt of such information.
- 10.7 Innovate UK KTN is not obliged to pay any amount if:
- 10.6.1 the claim does not meet the terms and conditions of this Agreement.
  - 10.6.2 we are not satisfied that the amount is properly due and payable to you.
  - 10.6.3 any claim with supporting documentation is received more than 60-days after the end of the Project End Date.
- 10.8 The final claim must be accompanied by a Certificate of Total Expenditure (as per template at Schedule 3) and signed by the Finance Director or an alternative with senior financial responsibility at your organisation.
- 10.9 If the final claim has not been submitted with the required supporting documentation within the required period, the claim will not be paid by Innovate UK KTN.
- 10.10 You are responsible for maintaining contemporaneous and detailed records and documentation relating to the use of your Grant and these should justify and evidence the claim made by you under the GOL.
- 10.11 These records must be kept for 10 years following your receipt of the Grant and must be supplied to satisfy requests for evidence of compliance within 20 days if requested. Grant recipients should be open and transparent and must provide additional information if asked.
- 10.12 Innovate UK KTN 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 access to your partnership records within 2 weeks' notice of their appointment.
- 10.13 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 KTN, we may recover the cost of the auditor's work from you.
- 10.14 Innovate UK KTN will not make payment for project costs that you are already in receipt of, whether from Innovate UK (in a separate project award) or any other funding organisation.
- 10.15 In the event that separate funding has been awarded for costs associated with the same project deliverables it is the responsibility of you to notify Innovate UK KTN and any other funding organisation. This will allow the awarding organisations to agree who should fund the relevant costs.
- 10.16 If you are found to be claiming duplicate project costs whilst in receipt of separate funding ('double dipping') Innovate UK KTN will consider terminating the project, recovering all project costs and where there is evidence of dishonesty (Fraud Act 2006), referring the matter to the Police.

## **11. Partnership management**

- 11.1 Innovate UK is required to demonstrate to UK Research and Innovation and the Department for Business, Energy and Industrial Strategy (BEIS) the effective performance management of project delivery. Innovate UK or representatives of Innovate UK KTN have the right to:

- 11.1.1 monitor and inspect the partnership at any time.
  - 11.1.2 request any documentation concerning the partnership that Innovate UK, Innovate UK KTN or the representatives of either organisation consider necessary to ensure the partnership conforms to these terms and conditions.
  - 11.1.3 attend any meetings about the project and, if Innovate UK, Innovate UK KTN or the representatives of either organisation consider it necessary, call a meeting.
  - 11.1.4 carry out assurance visits to the registered UK office without prior notice. All reasonable efforts must be made to comply with any feasible requests at the time of the visit.
- 11.2 Innovate UK KTN is the primary point of contact with you.

## **12. Warranties**

- 12.1 As of the effective date of this Agreement, you warrant to Innovate UK KTN that:
- 12.1.1 you and the Business Partner have all necessary resources and expertise to deliver the Project.
  - 12.1.2 you and the Business Partner 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.
  - 12.1.3 you and the Business Partner have not committed any offence under the Bribery Act 2010.
  - 12.1.4 you and the Business Partner have adequate procedures in place for dealing with any conflicts of interest.
  - 12.1.5 all financial and other information concerning you and the Business Partner which has been disclosed to Innovate UK KTN is, to your reasonable knowledge and belief, true and accurate.
  - 12.1.6 you and the Business Partner are not aware of anything in your own affairs, which you or the Business Partner have not disclosed to Innovate UK KTN, which might reasonably have influenced the decision of Innovate UK KTN to make the grant on the terms contained in this Agreement.
  - 12.1.8 you and the Business Partner are not subject to an outstanding order for the recovery of subsidy by UKRI, IUK or any other UK public authority or which has otherwise been declared by a court or a regulator to be unlawful or incompatible with the UK Subsidy Control Framework.
  - 12.1.9 you and the Business Partner 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.
  - 12.1.10 if the UK Subsidy Control Framework applies to the grant funding (see clause 16) you and the Business Partner are not subject to collective insolvency proceedings nor do you fulfil the criteria under UK domestic law for being placed in collective insolvency proceedings at the request of your creditors.
  - 12.1.11 if the State Aid rules apply to the grant funding (see clause 16), you and the Business Partner are not an 'undertaking in difficulty' as defined in the state aid rules (GBER 2014).



- 12.1.12 when responding to requests for information about the partnership your response will state that Innovate UK and Innovate UK KTN accept no liability whatsoever for any information or advice provided by any party to you and the Business Partner.
- 12.1.13 We will not have any liability for any loss or damage of any kind, whether arising out of negligence or otherwise, which is suffered by the recipient or any other person in consequence of the provision of the information or advice.

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

- 13.1 Innovate UK KTN may suspend, terminate or reclaim the Grant in whole or in part.
- 13.2 We will take appropriate care in how we do this, but in certain circumstances we can immediately suspend Grant payments.
- 13.3 Examples of events that may result in Innovate UK KTN suspending grant payments include, without limitation:
  - 13.3.1. any of the Project Partners misuse of the grant funds, including, in a fraudulent or financially misleading way or for purposes not declared in your application or agreed to subsequently by Innovate UK KTN.
  - 13.3.2. false statements in any part of your application for grant or project documentation.
  - 13.3.3. failure to maintain satisfactory progress on the project in the opinion of Innovate UK KTN.
  - 13.3.4. any significant changes to the proposed outcomes of the Project.
  - 13.3.5 you and/or the Business Partner fail to comply with any terms and conditions of this Agreement.
  - 13.3.6 behaviour or activity by you or the Business Partner, their staff, representatives or contractors which, in the reasonable opinion of Innovate UK KTN is non-compliant with legislation or HM Government policies, or is detrimental to the reputation of Innovate UK, UK Research and Innovation or the Department for Business, Energy and Industrial Strategy, or is otherwise detrimental to the public interest.
  - 13.3.7 you or the Business Partner commit a breach of your obligations in clause 16.
  - 13.3.8 you or the Business Partner fail to deliver the agreed Project support as set out in the application form.
  - 13.3.9 you or the Business Partner fail to acknowledge the source of funding and displaying of logo's in publicity materials as described in clause 7.1.12.
- 13.4 Examples of events that may result in Innovate UK KTN terminating the Grant include, without limitation:
  - 13.4.1. failure to resolve to Innovate UK KTN's satisfaction, or not being able to resolve, the reasons for suspension.
  - 13.4.2. you or the Business Partner being found to have applied for and secured multiple awards from Innovate UK or UK Research and Innovation for the same or largely interchangeable project scopes.
  - 13.4.3. being found to have breached any of Innovate UK's policies with which you or the Business Partner had previously been required to comply as a condition of the award of the grant.
  - 13.4.4. you or the Business Partner become insolvent, declared bankrupt, placed into receivership, administration or liquidation, or having a petition presented for winding

up, or any similar arrangements that may affect any of the Project Partners financially.

- 13.4.5. a change to the legal status or ownership of you or the Business Partner which you have failed to declare or have misrepresented to us.
  - 13.4.6. you or the Business Partner are in breach of any of the warranties contained in the 'warranties' section of this document.
  - 13.4.7. you or the Business Partner use the grant for purposes other than those contained within the application and description of the partnership without the consent of Innovate UK KTN.
  - 13.4.8. you or the Business Partner have failed completely to provide or, in the reasonable opinion of Innovate UK KTN, failed to make reasonable effort to collect or provide the information requested of them by Innovate UK KTN in accordance with 'final reporting' section of this document.
  - 13.4.9. behaviour or activity by you or the Business Partner, your staff, auditor, accountant, representatives or contractors involving an act of fraud, dishonesty, malfeasance, misrepresentation or any serious financial irregularity in respect of you or the Business Partner or your operations which has or could have a serious adverse effect on you or the Business Partner, Innovate UK KTN, or both.
  - 13.4.10 you or the Business Partner commit a breach of their obligations in clause 16.
- 13.5 If you or the Business Partner do not resolve an issue causing suspension or if we terminate the grant, you may be required to repay some or all of the grant.
- 13.6 Innovate UK KTN has the right to take all reasonable steps to reclaim any or all of the grant already claimed by you, should it be necessary for Innovate UK KTN to suspend or terminate the Grant or terminate this Agreement for any reason.
- 13.7 Where there is an underspend in grant funds paid to or claimed by you at the Project End Date, the full value of the underspend will be returned to Innovate UK KTN immediately.
- 13.8 You must inform Innovate UK KTN promptly by email to [akt@iuk.ktn-uk.org](mailto:akt@iuk.ktn-uk.org) of any situation that may cause a delay to the delivery of the Project, detailing the occurrence of the event and the action, if any, the partnership proposes to take, in order that progress is resumed.

#### **14. Final reporting**

- 14.1 You will, no later than 60-days after the Project End Date, submit a claim, a final report, case study and a presentation as outlined in clause 7.2.2.
- 14.2 If the above have not been submitted within 60-days of the Project End Date, the final (and only) claim detailed in clause 10.7 will not be paid by Innovate UK KTN.

#### **15. Confidentiality and information management**

- 15.1 Innovate UK KTN has the right to request access to any additional information it feels necessary in connection with this Grant. You must provide or allow access to such information within 20 working days of any request.
- 15.2 All your information disclosed deliberately or otherwise will be treated by Innovate UK KTN as confidential information and commercially sensitive, unless otherwise marked or agreed.
- 15.3 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 KTN. At this point it will be treated as confidential information by Innovate UK unless marked otherwise.

- 15.4 Innovate UK KTN, 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.
- 15.5 If an Organisation is holding information on Innovate UK KTN's behalf, it will provide appropriate assistance to meet the obligation. In instances where the disclosure of information is not already in the public domain, Innovate UK KTN will endeavour to consult the Organisation before disclosure, but it is under no obligation to do so.
- 15.6 Whilst the decision to disclose will remain the responsibility of Innovate UK KTN, should an Organisation request an exemption we will engage with the organisation and take its views into account if applicable.
- 15.7 You and your Business Partner acknowledge and accept the terms of [Innovate UK's Privacy Notice](#) and [Information Management Policy](#) which should be read in addition to [UKRI's privacy notice](#). This policy complies with the data protection legislation and explains Innovate UK and Innovate UK KTN's specific arrangements for collecting, storing, using and sharing your information.
- 15.8 Any information Innovate UK and/or Innovate UK KTN collects from you and your Business Partner, through each of its online platforms, grant applications and administration, events or elsewhere, will be managed according to this policy. This can include personal data, confidential or commercially sensitive information.
- 15.9 The policy provides details on how Innovate UK and/or Innovate UK KTN use this information to support each of its ability to fund, support and connect innovative businesses and encourage sustainable economic growth for the UK.

## 16. UK Subsidy obligations

- 16.1 The State Aid Rules (see [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 such cases, the provisions in clause 26 in these terms and conditions will apply to the funding.
- 16.2 In all other circumstances, you must ensure at all times that the grant funding awarded to you is compliant with any legislation applicable in the United Kingdom on or after 1 January 2021 that regulates the granting by a public sector body of any advantage which threatens to, or actually distorts competition in the United Kingdom or any other country or countries (UK Subsidy Control Framework). Further information about the UK Subsidy Control Framework can be found in Innovate UK's general guidance for applicants.
- 16.3 You must inform Innovate UK KTN of any other public funding applied for or awarded against the eligible costs covered by this award of Grant.
- 16.4 Innovate UK KTN will immediately stop Grant payments to you in any and all projects and may require you to repay grant funding if you are found to have received a subsidy that is deemed to be in breach of the UK Subsidy Control Framework.
- 16.5 No subcontract or other agreement with a third party can be made which would constitute a breach of the UK Subsidy Control Framework.

## **17. Collaboration**

17.1 Any Grant offer is conditional on an appropriate Intellectual Property (IP) agreement being in place between the partners where this is deemed necessary by the Project Partners.

## **18. Exploitation of partnership results**

18.1 For a period of 5 years from the end of the partnership, Innovate UK KTN expects all Project Partners to take reasonable steps to exploit the results of the partnership in the UK (and the European Economic Area if the grant funding is subject to State Aid Rules).

18.2 In all cases it is expected the financial benefit arising from exploitation will accrue within the UK. Should exploitation outside of the UK or EEA be part of a tactical plan to deliver the overall opportunity for the applicant, the business partner must obtain written consent from Innovate UK KTN.

18.3 All Project Partners must inform us immediately if they are experiencing any financial, administrative, or managerial difficulties that may hinder or prevent them from fulfilling their obligations.

## **19. UK statutory framework**

19.1 Innovate UK KTN is required to comply with all legislation in England and Wales.

19.2 All Project Partners must also comply with all legislation (including in the devolved administrations) where they apply to them and to act in a way that does not affect Innovate UK KTN's ability to comply.

19.3 Innovate UK KTN particularly draws to the Project Partners' attention the Bribery Act 2010, the Data Protection Act 2018, the Fraud Act 2006, the Health and Safety at Work Act 1974, the Equality Act 2010, the Modern Slavery Act 2015 and the Procurement Regulations 2015.

## **20. Evaluation data**

20.1 Innovate UK is required to evaluate activities across all funded projects for accountability purposes and to inform future programme design. The Project Partners must provide Innovate UK, Innovate UK KTN, UKRI, BEIS, or any independent evaluation partner we appoint, with data when requested within 20 days.

20.2 The data can include, but is not limited to, information needed for benefit realisation and evaluation relating to the Project Partners' organisations and grant-funded activities throughout the duration of the funded project and for up to five years from the Project End Date.

20.3 Innovate UK KTN or any independent evaluator Innovate UK KTN appoint can also contact individuals to gather data through primary data collection methods for evaluating the impact of the Project.

20.4 The Project Partners' data will not be published or referred to in a way which identifies any individual or business without your consent. Innovate UK KTN may publish Case Studies supplied by you as required in support of your final claim as they are supplied without obtaining additional approvals from you. You must ensure that these case studies do not contain commercially sensitive or confidential information.

## 21. Equality, diversity and inclusion

- 21.1 You must ensure that equality, diversity and inclusion (EDI) is considered and supported at all stages throughout the Project, in accordance with all relevant legal obligations, including but not limited to those of anti-discrimination in the Equality Act 2010.
- 21.2 Equality, diversity and inclusion (EDI) may 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.
- 21.3 All personal data provided to Innovate UK KTN will be processed in accordance with current UK data protection legislation, including the Data Protection Act 2018 and the General Data Protection Regulation (GDPR).

## 22. Human rights, safeguarding and whistleblowing

- 22.1 All Project Partners must (and must use its reasonable endeavours to procure that its staff must) at all times, comply with the provisions of the Human Rights Act 1998 in the performance of this agreement as if they were a public body (as defined in the Human Rights Act 1998).
- 22.2 To prevent exploitation, abuse or harm from occurring, all relevant safeguarding legislation must be adhered to. Innovate UK KTN particularly draws your attention to child protection legislation and the Modern Slavery Act 2015. All project partners should have sufficient policies and processes in place in order to foster Safeguarding and to adhere to [UKRI's Preventing Harm \(Safeguarding\) in Research and Innovation policy](#).
- 22.3 All Project Partners must undertake, or refrain from undertaking, such acts as Innovate UK KTN requests so as to enable the funder to comply with its obligations under the Human Rights Act 1998.
- 22.4 All Project Partners should adhere to good practice recommended by the [National Audit Office Assessment Criteria for Whistleblowing policies](#).

## 23. Publication of information

- 23.1 All Project Partners must observe any publicity embargo on the announcement of successful Projects until they receive notification from Innovate UK KTN that such publicity embargo as applies has been lifted.
- 23.2 Innovate UK KTN encourages you to seek your own publicity in respect of the Project. If you want to publicise the Project in any way whatsoever, please consult the Innovate UK guide '[Competition Winners' Communications & Media Toolkit](#)' which is included as a link in the Successful Notification that you may have received. It is also available from Innovate UK's Press Office by emailing [pressoffice@iuk.ukri.org](mailto:pressoffice@iuk.ukri.org).
- 23.3 In any materials produced relating to activities funded by this Grant, the Project Partners must:
- 23.3.1. acknowledge the impact of Innovate UK funding in all communications. Your attention is drawn to Clause 13 Suspension, termination and repayment of Grant.
  - 23.3.2. use the approved logo(s) prominently as much as possible.
  - 23.3.3. use wording describing the support from the relevant challenge and Innovate UK and Innovate UK KTN in your communications.
  - 23.3.4. As a condition of funding, to meet UKRI's obligations for public accountability and the dissemination of information, public descriptions of funded research proposals

will be made available on the Innovate UK and UKRI websites and other publicly available sources.

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

23.3.6. the Innovate UK and all UKRI logo's can be downloaded from <https://ukri.frontify.com/d/zgfuBB2r7aAg/brand-basics#/brand-basics/our-logos/standard-council-logos>

## 24. Dispute resolution

24.1 Where a dispute arises between the Project Partners, you are encouraged to contact Innovate UK KTN to discuss how the matter can be resolved. If a mutually acceptable resolution cannot be achieved within 30 days of the Project Partners contacting Innovate UK KTN, Innovate UK KTN has the right:

24.1.1. either, unilaterally to terminate the grant and potentially to seek repayment of all or part of the Grant funds previously paid to you

24.1.2. 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.

## 25. Force majeure

25.1 Where an event of force majeure, or a change to the laws of England and Wales, UK government or devolved administration policy or State Aid Rules occurs which affects Innovate UK KTN's ability to continue funding your partnership, Innovate UK KTN can terminate this agreement by giving you as much written notice as reasonably possible. In such circumstances, Innovate UK KTN will meet any eligible costs in respect of the partnership that you have reasonably incurred and paid before the date of termination of this agreement.

## 26. EU State aid law

26.1. The provisions of this Clause only apply where the grant funding awarded falls within the scope of clause 16.1. And has been assessed against Article 10 of the Windsor Framework.

26.2. Unless otherwise stated in the GOL, Innovate UK KTN makes the award through Innovate UK's Research, Development and Innovation Scheme operating under Commission Regulation (EU) No 651/2014 (the General Block Exemption Regulation (GBER)) and subsequent amendment.

26.3. You must ensure at all times that you are 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 general guidance for applicants.

26.4. You must inform Innovate UK KTN 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.

26.5. 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).

- 26.6. Innovate UK KTN 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.
- 26.7. Where members of the partnership are required by an order of the European Commission to repay any grant to Innovate UK KTN 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.
- 26.8. 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.
- 26.9. Members of the partnership acknowledge that Innovate UK and Innovate UK KTN may be required to provide the European Commission with information about the financial assistance given to you by Innovate UK KTN and you agree to provide such assistance as Innovate UK KTN shall reasonably request.
- 26.10. Members of the partnership must not confer either directly or indirectly any selective advantage in breach of your obligations.
- 26.11. Members of the partnership must notify Innovate UK KTN in the event that you are proposing to confer selective advantage and if you have conferred selective advantage either directly or indirectly.
- 26.12. Members of the partnership must seek independent legal advice regarding your compliance with these obligations as part of the grant funding.

## **27. Entire agreement**

- 27.1 This Agreement constitutes the whole agreement between Innovate UK KTN and supersedes all previous agreements relating to the partnership.
- 27.2 Both Innovate UK KTN and you acknowledge 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.

## **28. Acceptance of grant offer**

- 28.1 This offer remains open for acceptance for a period of one month from the date of this letter. Acceptance of this offer letter constitutes agreement in full to the terms and conditions set out in this letter. Acceptance must be signified by a person duly authorised to sign on behalf of the Knowledge Base Partner, signing and dating the attached Statement of acceptance and returning via the Grant Platform.

END



## APPENDIX A: Schedules

**Schedule 1 Statement of acceptance in respect of an offer of grant**

**Schedule 2 Approved Project costs**

**Schedule 3 Certificate of total expenditure**

+ Schedule 4 Competition Guidance\*

+ Schedule 5 FAQ's\*

\*Available at <https://www.ktp-uk.org/accelerated-knowledge-transfer-to-innovate-akt2i-pilot-scheme/>

## APPENDIX B: Approval

The persons on the names appear below have approved this process/procedure/policy.

Name	Role	Signature	Date

## APPENDIX C: Document revision record

Version	Comments on revisions
0.1	Initial draft