

James Harrop
REGENO AGRICULTURAL FINANCE LIMITED
Little Holcombe
Minchinhampton
Stroud
GL6 9AJ

Application number: 10156503
Date: Friday, 27 June 2025

Dear James,

Grant offer letter

Competition: Innovate UK Smart Grants: November 2024

Project title: An innovative AI-powered platform that could enable small farms to secure grants at 13% of traditional costs and reduce documentation time by 87%

We are pleased to confirm your award. It is subject to the terms and conditions detailed within this letter in addition to those you agreed to by submitting your application in the Innovation Funding Service and the terms set out in the Subsidy Control section of this letter.

By accepting your award, you agree to these additional terms and conditions:

- The duration of the project set out by you, forms a compulsory and non-negotiable obligation. This means the agreed project end date cannot be exceeded under any circumstances. This is one of the factors that differentiate Smart grants from other products and services offered by Innovate UK. It is one of the specific T&Cs that you signed up to when you submitted an application to this programme.

Accepting your award

To confirm you wish to accept, please complete and sign Annex 1 attached to this letter, then return it through the Innovation Funding Service.

Acceptance includes confirming your project start and end dates. Once your acceptance is approved these can only be changed by submitting a request through your Monitoring Service Provider.

Annex 1 also details your individual award allocations. These are final and cannot be negotiated. This grant offer letter provides the maximum project costs which could be claimed under this award. All participants must make sure that project costs are incremental and directly attributable to the project. In signing this letter, you confirm that they will provide evidence to support the eligibility of these costs with each claim made.

Your award will be withdrawn if you do not confirm your start date within a calendar month of this letter. Any costs incurred before that start date will not be eligible for grant funding.

We wish you every success with your project.

Yours sincerely,

Chelsey Morse

pp. Barry Shaw
Deputy Director - Operations Delivery
Innovate UK
part of **UK Research and Innovation**

Subsidy Control

Application number: 10156503

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The award must remain compliant with the Subsidy Control Act 2022 on the following basis:

Subsidy

The funding awarded to REGENO AGRICULTURAL FINANCE LIMITED **is a 'subsidy'** as defined in Part 1, section 2.1 of the Subsidy Control Act 2022 and is not a prohibited subsidy as defined in Part 2, Chapter 2.

Annex 1: acceptance of award

Application number: 10156503

Date: Friday, 27 June 2025

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I accept the offer on behalf of the project, set out in the grant offer letter and in the schedules attached.

For the purposes of the offer:

- (i) Project start date: _____
- (ii) Project end date: _____

Please note: to make administration simpler, the project start date must be the first day of a calendar month. Please also make sure the project end date falls on the last day of a calendar month, by selecting an appropriate project length.

Signed: _____

Director for and on behalf of **REGENO AGRICULTURAL FINANCE LIMITED**

Print name: _____

Date: _____

Eligible costs and grant allocations

Application number: 10156503

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| Industry costs | REGENO AGRICULTURAL FINANCE LIMITED |
|-----------------------------|--|
| Labour | £151,724 |
| Overheads | £30,345 |
| Materials | £0 |
| Capital usage | £3,750 |
| Subcontract | £30,000 |
| Travel and subsistence | £600 |
| Other Costs1 | £0 |
| Other Costs2 | £0 |
| Other Costs3 | £0 |
| Other Costs4 | £0 |
| Other Costs5 | £0 |
| Other Costs WBBA | £0 |
| Total eligible costs | £216,419 |
| Rate of grant (%) | 69.999861% |
| Total grant | £151,493 |

Terms and Conditions of an Innovate UK Grant Award

1. Background

- 1.1 This grant funding is being made available by Innovate UK, part of United Kingdom Research and Innovation. Innovate UK is the UK's national innovation agency. It drives productivity and economic growth by supporting businesses to develop and realise the potential of new ideas, including those from the UK's world class research base.
- 1.2 Innovate UK connects businesses to the partners, customers and investors that can help them turn ideas into commercially successful products and services, and aid business growth.
- 1.3 Innovate UK funds business and research collaborations to accelerate innovation and drive business investment into research and development. The support is available to businesses across all economic sectors, value chains and UK regions.
- 1.4 These terms and conditions apply to organisations (which we will refer to as 'you' or 'your') applying for grant funding from Innovate UK. Innovate UK (which we will refer to as 'we', 'us' or 'our') is part of United Kingdom Research and Innovation (UKRI).
- 1.5 These terms and conditions apply to requests to fund the project named in the funding application and confirmed in your grant offer letter (GOL). They are relevant to both applications made singly or in collaboration with other applicants.
- 1.6 If your application for funding is successful, you will receive a GOL confirming any specific conditions of the award (in addition to these) that you must follow. You must agree to these specific conditions before your project can start.
- 1.7 The GOL and these terms and conditions will together be referred to as 'this agreement'.

2. General terms and conditions

- 2.1 Innovate UK has the unilateral right to change these grant terms and conditions at any time. You cannot assign, transfer or subcontract any of your rights or obligations under this agreement to any third party.

Rights or remedies under this agreement, whether exercised or not, remain available throughout the term of this agreement defined in clause 4.1. This agreement does not create any partnership or joint venture between us at law.

- 2.1.1 Innovate UK accepts no liability for any consequences, whether direct or indirect, that result from you undertaking the project, using the grant, or Innovate UK terminating this agreement or the grant.

- 2.1.2 Innovate UK limits our liability to the amount of grant payable for which you can provide evidence that those eligible costs have been incurred and defrayed, subject to compliance with the term and conditions of your grant offer letter (GOL).
- 2.2 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 or the purpose described or referred to in the GOL.
- 2.3 In addition to these Terms and Conditions, you must ensure that any rules and additional terms set out within the competition brief, general guidance, and project costs guidance, are all complied with.

3. Disclaimer

- 3.1 Innovate UK accepts no liability, financial or otherwise, for expenditure or liability arising from the project or programme funded by the grant, except as set out in these Terms and Conditions or otherwise agreed in writing.
- 3.2 Innovate UK accepts no liability for any consequences, whether direct or indirect, that may come about from you running the project, the use of the grant, or from withdrawal of the grant.

You shall compensate and not hold liable, the funder, its employees, agents, officers or subcontractors with respect to all claims, demands, actions, costs, expenses, losses, damages. Such liability shall be limited to the value of the grant.

This includes all other liabilities arising from or incurred by reason of your actions or omissions in relation to the project, the non-fulfilment of obligations of the recipient under this agreement, or its obligations to third parties.

- 3.3 Innovate UK reserves the right to terminate the grant at any time, subject to reasonable notice and to make any payment that we agree may be necessary to cover outstanding and unavoidable commitments.

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 The project duration will begin on the project start date set out in the grant offer letter (GOL) and end on the project end date (the 'project term') also set out in the GOL, unless this agreement is terminated earlier in accordance with its provisions.
- 4.2 This agreement comes into effect on the date of the GOL and shall continue after the project term for a period of 6 years or on any other date subsequently agreed by both parties. This is unless this agreement is terminated earlier in accordance with its provisions (the 'term').

- 4.3 To receive your award, you must start your project within 90 days of the date of your award notification. Failure to start within this period may result in your offer being withdrawn.

5. Your obligations

- 5.1 As a successful applicant, you must:
- 5.1.1 provide a clear project plan as part of your application
 - 5.1.2 manage the project in accordance with the terms of the application as awarded by us, and this agreement
 - 5.1.3 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’](#)
 - 5.1.4 refer to Innovate UK’s financial and other support in any publicity or public information about your project
 - 5.1.5 not subcontract any of your work on the project, unless previously agreed with us (in any instance, you would remain accountable to Innovate UK - UKRI for the subcontracted work, and you will retain all rights, obligations and responsibilities assigned to you under this letter, none of which can be transferred to a third party as a result of you subcontracting any work to them)
 - 5.1.6 inform Innovate UK promptly and directly at reportfraud@ukri.org or via your Monitoring Service Provider (MSP):
 - 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 your constitution, legal form, membership structure (if applicable) or ownership
 - if you, your staff, officers or volunteers associated with the project are subject to any complaint or investigation into dishonesty, fraudulent activities or business misconduct, carried out by any regulatory body or the police
 - of any allegations, whether proven or not, of fraud, criminal convictions, bankruptcy arrangements, or disqualifications
 - 5.1.7 fully co-operate with Innovate UK, responding to any requests for information promptly and comprehensively and allowing reasonable (audit) access to your sites, documentation and staff upon request

- 5.1.8 take out and maintain insurance covering your risks and liabilities for appropriate amounts and in keeping with good commercial practice, with the exception of public bodies that are self-insuring
- 5.1.9 comply with all applicable laws and regulations in carrying out your activities under this agreement
- 5.1.10 maintain adequate procedures to manage and monitor any actual or perceived bias or conflicts of interest in any personal, business or professional activities by you or your representatives which conflict or could conflict with any of your obligations under this agreement
- 5.1.11 within 90 days of the end of the project, provide Innovate UK with:
 - the project completion report or Impact Management form
 - the final claim submission and any supporting claim documentation
 - the final independent accountant's report (IAR) or a Statement of Expenditure (SOE) - please refer to Annex 6

Innovate UK will not consider any project change requests (PCRs) for project extensions in the final quarter of the project.

If you do not fully meet the obligations of this grant as set out above, this will impact Innovate UK's decision to award any future grants.

- 5.2 You are responsible for the accuracy of the information contained within your application. If you are successful, Innovate UK will make further checks on the information you have provided as part of our due diligence processes.
- 5.3 Innovate UK will not accept any pre-start amendments to your project. In the event of such a request, your project will be withdrawn, and no grant offer will be received.
- 5.4 You must submit any project change requests within the project start and end dates. Innovate UK will not consider any requests submitted after the project end date.
- 5.5 You will take reasonable account of the principles explained on the [UKRI Trusted Research and Innovation](#) page and the guidance issued by [the National Protective Security Authority \(NPSA\)](#). The UKRI principles expect grant recipients to have robust arrangements for:
 - 5.5.1 assessment of partner suitability
 - 5.5.2 management of information and knowledge sharing

- 5.5.3 management of commercial applications including intellectual property
- 5.5.4 compliance with any relevant controls as explained in in the [Export Controls Joint Unit](#) pages
- 5.6 You must comply with the requirements stated in [The National Security and Investment \(NSI\) Act 2021](#) and the statutory [UK Strategic Export Control Lists](#).
- 5.7 You must take reasonable measures to protect your intellectual property, information and data. As a minimum, you must do this through implementing the core security measures listed in section 1 of the '[Core Security Measures for Early-Stage Technology Businesses](#)' published by the National Protective Security Authority (NPSA) and National Cyber Security Centre (NCSC).

6. Warranties

- 6.1 As of the effective date of this agreement, you warrant to Innovate UK that:
 - 6.1.1 you have all necessary resources and expertise to deliver the project (this assumes your reliance on, and timely receipt of the grant and any conditions specified in the GOL)
 - 6.1.2 you are not subject to any contractual or other restriction imposed by your or any other organisation's rules or regulations or otherwise, which may prevent or impede you from meeting your obligations in connection with the grant
 - 6.1.3 you have not committed any offence under the [Bribery Act 2010](#)
 - 6.1.4 you have adequate procedures in place for dealing with any conflicts of interest
 - 6.1.5 all financial and other information concerning you which has been disclosed to Innovate UK is, to your reasonable knowledge and belief, true and accurate
 - 6.1.6 you are not aware of anything in your own affairs, which you have not disclosed to Innovate UK, which might reasonably have influenced the decision of Innovate UK to make the grant on the terms contained in this agreement
 - 6.1.7 since the date of your last accounts (if any) there has been no significant change in your financial position or prospects which you have not declared to Innovate UK which may impact on your ability to deliver the project
 - 6.1.8 you are not subject to an outstanding order for the recovery of subsidy by UKRI, Innovate UK 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 Subsidy Control Act 2022.

- 6.1.9 you are not subject to an outstanding order for the recovery of any other state aid which has been declared by the European Commission to be unlawful and incompatible with the single market
- 6.1.10 if the Subsidy Control Act 2022 applies to the grant funding (see section 16), you are not subject to collective insolvency proceedings nor do you fulfil the criteria under UK domestic law for being placed in collective insolvency proceedings at the request of your creditors
- 6.1.11 if the state aid rules apply to the grant funding (see section 16), you are not an 'undertaking in difficulty' as defined in the state aid rules (GBER 2014)

7. Ownership

- 7.1 Innovate UK has awarded this grant on the basis of the ownership details provided in your application.

If ownership of the organisation changes during the course of the grant funded project, Innovate UK has the right to suspend or terminate the grant. Innovate UK can also recover the value of all grant monies paid from the beginning of the project.

Also, failure to disclose a change in ownership may result in the suspension or termination of a grant.

- 7.2 Where Innovate UK has reasonable grounds for believing that changes in ownership in a grant funded project presents a risk to UK national security or national interests more generally, Innovate UK shall have the right to suspend or terminate that grant without further notice.

8. Co-Investment data

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

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

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

9. Payment of grant

- 9.1 This section explains some of the criteria and requirements for the grant funding payments and claims process. Further details are available for successful applicants when they receive the Project Costs Guidance.
- 9.2 Innovate UK will only reimburse those types of project costs that meet the eligibility criteria set out in our project costs guidance. A project's costs must be approved by Innovate UK Project Finance Team before the project can begin.
- 9.3 Innovate UK will only pay your grant into your business account at a UK clearing bank or one of its subsidiary banks within the UK. Innovate UK may accept an account at an alternative bank in exceptional circumstances at our discretion and by prior agreement.

Your grant will be paid by instalments quarterly (unless otherwise agreed by Innovate UK) and in arrears on submission of a claim. This will be for your net eligible costs incurred, invoiced and paid in the quarter (or other period) covered by the claim.

- 9.4 You must provide evidence to Innovate UK through the Innovation Funding Service Post Award (IFSPA) for each grant claim. You must discuss costs with your monitoring service provider (MSP) before they can approve and submit your claim for payment to Innovate UK.
- 9.5 Your claims must be supported by a revised forecast of eligible project costs. These should detail expected costs for each future claim period and highlight any variations from the last forecast. Your claim might need to be supported by an independent accountant's report as set out in section 15 below.
- 9.6 You are required to have a time recording arrangement which allows you to accurately record time charged to Innovate UK projects which can be submitted with the claims in line with the project costs guidance. All labour claims must be supported by a time recording arrangement which includes:

- 9.6.1 the date and number of hours worked per day
- 9.6.2 a brief description of the work completed and associated work packages
- 9.6.3 the name of the staff member completing the task
- 9.6.4 actual rate of labour

All persons listed in the Labour Costs table must be employees subject to PAYE.

- 9.7 The time recording system should clearly show when, who and what has been carried out by employees. These should provide sufficient evidence to support the submission of timely and accurate claims and to demonstrate that your eligible project costs comply with the Subsidy Control Act 2022 or state aid rules (as applicable) and as outlined in section 16.

- 9.8 To comply with the Subsidy Act 2022 and Innovate UK's impact evaluation process, these records must be kept for 10 years following your receipt of the grant and must be supplied to satisfy requests for evidence of compliance within 20 days if requested.

Grant recipients must be open and transparent and must provide additional information if asked. For example, this may include details of staff contributing to the project, or the nature of the relationship between the consortium members. Innovate UK may require this for assurance purposes prior to the payment of a claim.

- 9.9 Claims must be for completed quarters only. The exception is the final quarter which is the only occasion when you can submit a claim for costs incurred but not necessarily paid, provided that the cost is:

9.9.1 paid within 30 days of the project end date

9.9.2 included within the final independent accountant's report

Where the full value of the grant has not already been claimed, no further claim can be made after the project ends.

- 9.10 Innovate UK will normally pay the grant within 30 days unless we need further information to support the claim. Innovate UK agrees to raise requests for further information, if required by Innovate UK, within 14 days of receiving the claim.

- 9.11 All claims must be submitted or completed as draft within 30 days of the period end. Innovate UK does not have to pay any claim received more than 30 days after the end of the quarter to which it relates.

- 9.12 Claims should be submitted net of VAT though there are some exceptions as detailed in the project costs guidance.

- 9.13 Innovate UK will retain 10% of your maximum grant value until the project is complete and we have received:

9.13.1 a final claim

9.13.2 supporting claim evidence information

9.13.3 the final project report

9.13.4 the Project Completion Form (PCF) or Project Impact questions (whichever is applicable to the grant as detailed in the competition brief)

9.13.5 a final independent accountant's report (IAR)

- 9.14 Innovate UK will not pay any grant payments due for any claims or the 10% retained value if the items listed above are received later than 90 days after project completion date. Payment of the retained value (10%) is subject to the contents of the final IAR. Adjustments may mean that you are not entitled to receive all of the retained value.
- 9.15 You are responsible for maintaining contemporaneous and detailed records and documentation relating to the use of your grant, including timesheets, invoices, pay records and other documents.
- 9.16 Where you use subcontractors, Innovate UK reserve the right to request further information and conduct further checks. Any relationship between the funded project partner and subcontractor must be declared.

The lead project partner must be able to demonstrate that value for money is obtained in the procurement of goods, services or works funded by the grant.

The procurement process must reflect that which a participant would typically use concerning its own money, with equal, or greater, vigilance. A project partner cannot sell services or equipment to other project partners at a profit.

- 9.17 Innovate UK may appoint an auditor, at our expense, to ensure you are complying with the terms and conditions of this agreement. You agree to give the auditor or person nominated by UKRI, access to your project records within 2 weeks' notice of their appointment.

If the auditor determines that all or part of the grant has been misapplied or that you should repay all or part of the grant to Innovate UK, we may recover the cost of the auditor's work from you.

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

In the event that duplicate funding has been awarded for costs associated with the same project deliverables, it is your responsibility to notify Innovate UK and any other funding organisation. This will allow the awarding organisations to agree who should fund the relevant costs.

If you are found to be claiming duplicate funding, Innovate UK will consider terminating the project, recovering all project costs and where there is evidence of dishonesty (Fraud Act 2006), referring the matter to the UKRI Counter Fraud and Investigation Service.

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

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

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

10. Suspension, termination and repayment of grant

- 10.1 Innovate UK may suspend, terminate or reclaim the grant in whole or in part. We will take appropriate care in how we do this, but we can immediately suspend grant payments.
- 10.2 Where Innovate UK needs to suspend, terminate or reclaim the grant, we will inform you in writing and you will have 30 days to make representations to us.
- 10.3 Examples of events that may result in Innovate UK suspending grant payments include but not limited to:
 - 10.3.1 misuse of the grant funds, including, in a fraudulent or financially misleading way or for purposes not declared in your application or agreed to subsequently by Innovate UK (or the contracting authority if specified as other than Innovate UK in the grant offer letter GOL)
 - 10.3.2 false statements in any part of your application for grant or project documentation
 - 10.3.3 failure to maintain satisfactory progress on the project in the opinion of Innovate UK
 - 10.3.4 any significant changes to the proposed outcomes of the project
 - 10.3.5 failure to comply with any terms and conditions of this agreement
 - 10.3.6 behaviour or activity by you, your staff, representatives or contractors which, in the reasonable opinion of Innovate UK is non-compliant with legislation or HM Government policies, or is detrimental to the reputation of Innovate UK, UKRI or the Department of Science, Innovation and Technology (DSIT), or is otherwise detrimental to the public interest
 - 10.3.7 you commit a breach of your obligations in section 16
- 10.4 Examples of events that may result in Innovate UK terminating the grant include, but not limited to:
 - 10.4.1 failure to resolve to Innovate UK's satisfaction, or not being able to resolve, the reasons for suspension

- 10.4.2 being found to have applied for and secured multiple awards from Innovate UK or UKRI for the same or largely interchangeable project scopes
- 10.4.3 being found to have breached any of Innovate UK's policies with which you had previously been required to comply as a condition of the award of the grant
- 10.4.4 being unable to pay your debts as they fall due or admit inability to pay debts or are deemed unable to pay your debts within the meaning of section 123 of the [Insolvency Act 1986](#) (IA 1986)
- 10.4.5 you commencing negotiations with all or any class of creditors with a view to rescheduling any of your debts, or make a proposal for or enter into any compromise or arrangements with your creditors
- 10.4.6 you applying to court for or obtaining a moratorium under Part A1 of the IA 1986
- 10.4.7 a petition is filed, notice given, resolution passed, or an order is made for or in connection with your winding up
- 10.4.8 a change to your legal status or ownership which you have failed to declare or have misrepresented to us
- 10.4.9 you are in breach of any of the warranties contained in section 6
- 10.4.10 you use the grant for purposes other than those contained within the application and description of the project without the consent of Innovate UK
- 10.4.11 you have failed completely to provide or, in the reasonable opinion of Innovate UK, failed to make reasonable effort to collect or provide the information requested of you by Innovate UK in accordance with section 9
- 10.4.12 behaviour or activity by you, your staff, your auditor, your accountant, representatives or contractors involving an act of fraud, dishonesty, malfeasance, misrepresentation or any serious financial irregularity in respect of you or your operations which has or could have a serious adverse effect on you, Innovate UK, or both
- 10.4.13 you commit a breach of your obligations in section 16
- 10.5 If you do not resolve an issue causing suspension or if Innovate UK terminates the grant, you may be required to repay some or all, of the grant.
- 10.6 Innovate UK 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 to suspend or terminate your grant or terminate this agreement for any reason.

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

- 10.7 If in the reasonable opinion of Innovate UK, any of the events set out in clauses 10.3 or 10.4 have occurred, Innovate UK shall take into account your conduct and that of individuals associated with this project in relation to future grant applications.

This clause 10.7 relates to you and any individuals associated with this project and is applicable whether or not the agreement is suspended or terminated.

- 10.8 If for any reason the grant value you have been paid exceeds the grant value approved for the project costs you have submitted, then the balance must be returned to Innovate UK within 90 days of the last day of your involvement in the project.

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

- 10.9 Should you need to withdraw from the project or terminate it for reasons agreed with the Monitoring Service Provider (MSP), Innovate UK will meet any eligible costs. This covers costs related to the project that you have reasonably incurred and paid before the date of withdrawal or termination, including all financial commitments to third parties, as reviewed and approved by the Monitoring Service Provider.

11. Dispute resolution

- 11.1 Where a dispute arises between you and Innovate UK, we would encourage you to contact us to discuss how the matter can be resolved. If a mutually acceptable resolution cannot be achieved within 30 days of you contacting us, Innovate UK has the right to either:

11.1.1 unilaterally to terminate the grant and potentially to seek repayment of all or part of the grant funds previously paid to you

11.1.2 or if both parties agree, to refer the matter to the London Court of International Arbitration (LCIA), whose decision will be binding. Any arbitration will be conducted in accordance with LCIA Arbitration Rules before one arbitrator seated in London

12. Force majeure

- 12.1 Where an event of force majeure, or a change to the laws of England and Wales, UK government or devolved administration policy or state aid rules occurs which affects Innovate UK's ability to continue funding your project, we can terminate this agreement by giving you as much written notice as reasonably possible.

In such circumstances, Innovate UK will meet any eligible costs in respect of the project that you have reasonably incurred and paid before the date of termination of this agreement.

13. Monitoring

- 13.1 Innovate UK is required to demonstrate to UK Research and Innovation and the Department for Science, Innovation and Technology (DSIT) the effective performance management of project delivery.
- 13.2 Throughout the term of your project, your progress is monitored by Innovate UK through your monitoring service provider (MSP). Your MSP is your first point of contact for official notifications, queries and correspondence with Innovate UK, unless otherwise required by this agreement. You should comply with any reasonable request for information and deadlines by your MSP.
- 13.3 Your project manager, and others as may be agreed from time to time, will meet with your MSP once a calendar quarter (or agreed period) to review your written report for the period since the last monitoring meeting. You should deliver this report to your MSP no later than 14 days before the scheduled monitoring meeting.
- 13.4 Your MSP will require you to provide satisfactory evidence of project delivery in the following 3 aspects:
 - 13.4.1 technical assurance
 - 13.4.2 financial assurance
 - 13.4.3 project management assurance
- 13.5 Failure to provide satisfactory evidence in any one of these areas will prevent your MSP from validating your claims.

14. Equality, diversity and inclusion

- 14.1 You must ensure that equality, diversity and inclusion (EDI) is considered and supported at all stages throughout the project, in accordance with all relevant legal obligations, including but not limited to those of anti-discrimination in the [Equality Act 2010](#).
- 14.2 Innovate UK collects EDI data in accordance with our duty to advance equality of opportunity between those who share a protected characteristic and those who do not.
- 14.3 Equality, diversity and inclusion (EDI) will be monitored during the project and its evaluation. This will require, (and is not limited to) sharing of staff EDI data when requested, (to the extent you are able to lawfully process such staff data) and monitoring and reporting on EDI impacts in line with the Equality Act 2010.
- 14.4 Where embedding EDI into the project has been outlined as a requirement by Innovate UK, you must conform to this within the scope of the competition. You must engage with associated events and support provided by UK Research and Innovation, where applicable.

- 14.5 Innovate UK stores and manages data in line with UK General Data Protection Regulation, the Data Protection Act 2018 and the [Innovate UK privacy notice and information management policy](#).

15. Project Assurance and Compliance

- 15.1 You agree to appoint an independent accountant who will inspect your financial statements relating to the grant. They will prepare an independent accountant's report (IAR), at the intervals and including the information set out in, Innovate UK's guidance note. The last of these is referred to as the final IAR.
- 15.2 You must appoint an independent accountant in a manner consistent with Innovate UK's standard terms of Engagement of Accountants (annex 5). Please refer to annex 6, IAR Intervals and annex 7, IAR Template. Successful applicants will receive these documents when notified that their project can go live, and they can also be obtained from your monitoring service provider (MSP).
- 15.3 You must meet your statutory financial accounting obligations and provide access to both statutory and management accounts to Innovate UK, UKRI or its nominated representatives at all reasonable times.
- 15.3.1 UKRI retains the right to carry out a visit to the registered UK office without prior notice when conducting an investigation into any grants you have received from Innovate UK.
- 15.3.2 All reasonable efforts must be made to comply with any requests before, during or after the time of the visit.
- 15.3.3 You must provide access to all supporting project documentation to Innovate UK and any of its nominated representatives (including members of UKRI), who reserve the right to request and access additional information to facilitate our due diligence checks as part of the grant assurance process. This includes but is not limited to, the company directors, shareholders and employees who either undertook work or supported the project.
- 15.3.4 You must allow UKRI and appointed representatives to access all physical copies of documentation they deem necessary for the purpose of their audit or investigation. This includes whilst on a visit to the organisation's premises or when requested during the course of an investigation or review. Where appropriate the original version should be provided.
- 15.4 Innovate UK may ask you to submit an additional independent accountant's report if any of the following occur:
- 15.4.1 you withdraw from the project
- 15.4.2 the project is terminated
- 15.4.3 you submit a claim disclosing expenditure substantially greater than forecast, in the opinion of your MSP

- 15.4.4 errors identified during the claims review process cannot be resolved between Innovate UK and the participant
- 15.4.5 you are suspected of breaching the terms and conditions of this agreement

16. UK Subsidy obligations

- 16.1 The State Aid Rules (see Article 10 of the [Windsor Framework](#)) will apply to the grant funding where the grant funding will affect trade between Northern Ireland and the EU as envisaged by Article 10 of the [Windsor Framework](#) in the EU Withdrawal Agreement. In such cases, the provisions in annex A in these terms and conditions will apply to the funding.
- 16.2 In all other circumstances, you must always ensure that the grant funding awarded to you is compliant with the Subsidy Control Act 2022.

Further information about the Subsidy Control Act 2022 can be found in Innovate UK's [general guidance for applicants](#).
- 16.3 You must inform Innovate UK of any other public funding applied for or awarded against the eligible costs covered by this award of grant.
- 16.4 If you are found to have received a subsidy that is deemed to be in breach of the Subsidy Control Act 2022, Innovate UK will immediately stop grant payments to you in any and all projects and may require you to repay grant funding.
- 16.5 No subcontract or other agreement with a third party can be made which would constitute a breach of the Subsidy Control Act 2022.

17. Exploitation of project results

- 17.1 At the start of your project, Innovate UK requires you to establish an exploitation plan which will be reviewed by your monitoring service provider (MSP).
- 17.2 During your project lifetime, you will need to refine and update it at least once every 6 months (or at other intervals as agreed with Innovate UK).
- 17.3 For a period of 5 years after your project, Innovate UK expects you to take reasonable steps to exploit the results of the project in the UK. Innovate UK will continuously monitor and evaluate the impact of funding awarded to the project and you must cooperate fully in this process.
- 17.4 You must inform Innovate UK immediately if you are experiencing any financial, administrative, or managerial difficulties that may hinder or prevent you from fulfilling your obligations.

18. Publication of information

- 18.1 You must observe any publicity embargo on the announcement of successful applications until you receive notification from Innovate UK that any such publicity embargo has been lifted.
- 18.2 Innovate UK 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 'Award Winners' Communications & Media Toolkit' which is included in the 'successful' notification that you may have received. It is also available from UKRI's Press Office by emailing press@ukri.org.
- 18.3 In any online or printed materials related to activities funded by this grant, you must:
 - 18.3.1 acknowledge the impact of Innovate UK funding in all communications
 - 18.3.2 use the approved logo prominently as much as possible
 - 18.3.3 use wording describing the support from the relevant challenge and Innovate UK in your communications

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

- 18.4 As a condition of funding, to meet UKRI's obligations for public accountability and the dissemination of information, public descriptions of funded proposals will be made available on the Innovate UK and UKRI websites and other publicly available sources.

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

- 18.5 If a business and academic partner agree to publish a peer reviewed research article, monograph, book chapter or edited collection that needs to acknowledge Innovate UK funding, it must be made open access in accordance with the [UKRI Open Access Policy](#). The policy only applies if, and when, the project partners decide to publish a research publication.
- 18.6 The partner research organisation can use the [UKRI open access](#) block grant to support any associated open access publication costs, in line with the [block grant terms and conditions](#).

19. Intellectual property rights

- 19.1 Any intellectual property rights (IPRs) developed during or as a result of the project are owned by you.

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

20. Confidentiality and information management

- 20.1 Innovate UK has the right to request access to any additional information we feel necessary for our assurance and due diligence processes, in connection with this award. You must provide or allow access to such information within 20 working days of our request.
- 20.2 All your information disclosed deliberately or otherwise will be treated by Innovate UK as confidential information and commercially sensitive, unless otherwise marked or agreed in writing.

For the avoidance of doubt, it is at your discretion and must be with the agreement of the relevant third parties if you choose to disclose confidential information of third parties to Innovate UK. It will then be treated as confidential information by Innovate UK unless marked otherwise.

- 20.3 Innovate UK, as part of UKRI has an obligation to respond to specific requests, including requests made under the Freedom of Information Act and the Environmental Information Regulations and which may involve the disclosure of information relating to the grant or provided by you.
- 20.4 Innovate UK, as part of UKRI has an obligation to respond to specific requests, including requests made under the Freedom of Information Act and the Environmental Information Regulations and which may involve the disclosure of information relating to the grant or provided by you.

If an organisation is holding information on Innovate UK'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, UKRI will try to consult the organisation before disclosure, but it is under no obligation to do so.

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

- 20.5 [UKRI's privacy notice](#) and supporting information provide further details on how data is used.

This can include personal data, confidential or commercially sensitive information and details how Innovate UK use this information to deliver our funding, demonstrate impact, support and connect innovative businesses, and encourage sustainable economic growth for the UK.

21. Engagement

- 21.1 Through the funding provided by Innovate UK for your project, Innovate UK may bring together (physically or virtually) all parties supported, to network, share learning and demonstrate the impact of the investment.

At Innovate UK's request, you will be expected to participate in these activities as part of the funded cohort, for the duration of the project and for 3 months afterwards. Innovate UK expect that the benefits gained from this activity may result in organisations themselves continuing this beyond the end date of the project as stipulated in the GOL.

22. Impact and Evaluation data

- 22.1 Innovate UK's work aims to make an impact for the economy, wider society and natural environment. As a publicly funded organisation, it is important that we can evidence the contributions we make through our interventions. As such, Innovate UK is required to monitor and evaluate activities across all applications and funded projects for accountability purposes and to provide lessons for future programme designs.

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

- 22.2 Innovate UK or any independent evaluator appointed by Innovate UK, may contact individuals to gather data through primary data collection methods for evaluating the impact of your project and of our programmes. You must provide the requested data within 20 days. Innovate UK will consult with you if publication of the data collected, or the results of the evaluation will identify you or your business.

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

The data can include, but is not limited to, information needed for benefit, realisation and evaluation relating to your project, organisations and grant funded activities. This is throughout the duration of the funded project and for the post project closure period in line with the competition brief.

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

23. UK statutory framework

- 23.1 Innovate UK is required to comply with all legislation in England and Wales.

- 23.2 You must also comply with all legislation (including in the devolved administrations) where they apply to you and to act in a way that does not affect Innovate UK's ability to comply.

- 23.3 Innovate UK particularly draws to your attention:

- the [Bribery Act 2010](#)
- the [Data Protection Act 2018](#) and [UK General Data Protection Regulation \(GDPR\)](#)
- the [Fraud Act 2006](#)
- the [Health and Safety at Work Act 1974](#)
- the [Equality Act 2010](#)
- the [Modern Slavery Act 2015](#)
- the [Procurement Regulations 2015](#)

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

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

- 23.5 Further information can be found here:

- [Check if you need an environmental permit - GOV.UK](#)
- Environmental management: [Environmental permits - GOV.UK](#)
- Get an opinion from the [definition of waste service - GOV.UK](#)

24. Human rights, safeguarding and whistleblowing

- 24.1 You must at all times (and make all efforts to make sure your staff also) comply with the provisions of the [Human Rights Act 1998](#) in the performance of this agreement as if you were a public body (as defined in the Human Rights Act 1998).

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

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

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

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

25. Waiver

- 25.1 No failure or delay by Innovate UK to exercise any right or remedy under these Terms and Conditions shall be understood as a waiver of any right or remedy in these terms and conditions.

26. Joint and several liability

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

27. Status

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

28. Entire agreement

This agreement constitutes the whole agreement between Innovate UK 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.

Annex A – EU State aid law

1. The provisions of this Annex A only apply where the grant funding awarded falls within the scope of clause 16.1 and has been assessed against Article 10 of the [Windsor Framework](#).

2. Unless otherwise stated in the GOL, Innovate UK makes the award consistent with the General Block Exemption Regulation (GBER) 2014 and subsequent amendments.

You must make sure that you are always compliant with the State aid rules under which you have been awarded. Further information about the state aid rules can be found in the section on state aid in Innovate UK's [funding rules section](#) of the [general guidance](#) for applicants.

3. You must inform Innovate UK of any other public funding applied for or awarded against the eligible costs covered by this award of grant. It is your responsibility to ensure that the cumulative total of public funding and aid intensity you are receiving for the project does not exceed those limits stated in GBER.

You must ensure you comply with state aid rules, which are those rules contained in articles 107 to 109 of section 2, title VII, of the common rules on competition, taxation and approximation of laws, consolidated versions of the treaty on European Union and the treaty on the functioning of the European Union (2008/C 115/01).

4. Innovate UK will immediately stop grant payments to any of your projects if you become subject to a recovery order that follows on from a previous European Commission decision, which declares any aid you have received as illegal and incompatible with the internal market.
5. Where you are required by an order of the European Commission to repay any grant to Innovate UK that is found to be unlawful state aid, you will be charged interest on the amount being reclaimed from the date of payment at the applicable legislated rate.
6. No subcontract or other agreement with a third party can be made which would constitute a breach of your obligations under the state aid rules.
7. You acknowledge that Innovate UK may be required to provide the European Commission with information about the financial assistance given to you by Innovate UK and you agree to provide such assistance as Innovate UK shall reasonably request.