

YELLOW – to be reviewed by the Academy scheme owner
GREY – auto-populated by the GMS and to be reviewed by the Academy scheme owner

Please note that this Contract includes all Clauses currently in use in Academy Grants Contracts and some of those clauses highlighted in yellow may be not applicable across all Grant Programmes.



«REFERENCE»

«FUNDTYPENAME» Contract

This Contract (the 'Contract') is made on the date it is signed by the authorised representative of the Academy and is between:

- (A) **The Royal Academy of Engineering** incorporated by Royal Charter of 3 Carlton House Terrace, London SW1Y 5DG, Registered Charity 293074 ('the Academy').
- (B) «ORGANISATIONNAME», «CITY», «COUNTY» ('the Recipient').

Background:

- (A) This Contract contains the terms and conditions of an Award to be made by the Academy under its «FUNDTYPENAME» programme, the purpose of which is [basic purpose of programme].
- (B) The details of the Award are set out in Annex A to this Contract.
- (C) Under a separate agreement between the Recipient and the Sponsor(s) named in Annex A, the Sponsor will also contribute to the costs of establishing the Chair.
- (D) This Award is offered on the basis that it is for non-economic scientific research in the terms of the Statutory Guidance for the United Kingdom Subsidy Control Regime. This means that where it is carried out in collaboration with a commercial organisation, that organisation does not receive a specific benefit from the financial assistance given to the research organisation.
- (E) This Award is offered on the basis that when a commercial organisation is collaborating on the project, then there will be an agreement in place between the Recipient and that commercial organisation, which ensures that organisation does not receive a specific benefit. This would usually be achieved by an agreement that ensures results that do not give rise to intellectual property rights may be widely disseminated and where any intellectual property rights arising from the project are allocated to the organisations involved in a manner that reflects their contributions (i.e. intellectual property rights resulting from the activities of the research organisation are fully allocated to it). It can also be achieved by the Recipient receiving compensation from the commercial organisation equivalent to the market price for the intellectual property rights which arise from their activities.
- (F) This Award has been granted on the basis that it is an allowed subsidy for an industrial research project, that has been awarded under the Research, Development

and Innovation Streamlined route SC10780 with the subsidy benefit provided indirectly to a commercial organisation working with the Recipient organisation. Any subsidy over £100k will be declared on the transparency database as required by the Act.

- (G) This Award is offered as a permitted subsidy under the terms of Subsidy Control Act 2022 by the Academy who have made an assessment of the Enterprise Fellowships scheme/Regional Talent Engines against the principles of the Act. This scheme is published on the transparency database and an assessment will be published and will be made available on request.
- (H) This grant programme has been assessed and is not considered to be a subsidy scheme in relation to the Subsidy Control Act 2022 as funds are not being provided to a UK Organisation acting commercially nor do the funds provided have the potential to benefit a single enterprise over others. Should the programme of work or focus change, bringing this into question then the Recipient must highlight this to the Academy immediately such that the basis of Award can be reviewed.
- (I) This grant programme has been assessed and is not considered to be a subsidy scheme in relation to the Subsidy Control Act 2022. As such, the funds received cannot be used by the Recipient to gain any form of economic advantage, nor for any purpose that could be considered capable of having an effect on competition and investment within the UK or trade and investment between the UK and another country or territory. Should the programme of work or focus change bringing this into question then the Recipient must highlight this to the Academy immediately such that the basis of Award can be reviewed. If reviewed and considered a subsidy, cumulation rules will apply with all other funding for the project needing to come from non-public funds."
- (J) This grant programme has been assessed and is **not** considered to be a subsidy scheme in relation to the Subsidy Control Act 2022. As such, if a UK commercial partner participates in the project, then that partner is not to receive specific benefit from the financial assistance given to the research organisation, in line with section 15.33 of the [Statutory Guidance for the UK Subsidy Control Regime](#). Should the programme of work or focus change bringing this into question then the Recipient must highlight this to the Academy immediately such that the basis of Award can be reviewed. If reviewed and considered a subsidy, cumulation rules will apply with all other funding for the project needing to come from non-public funds."
- (K) This Award has been issued on the basis that it is a direct Subsidy to the Recipient to the value of £XX (insert full grant value). This Subsidy has been issued under the Minimal Financial Assistance route and as such a Minimal Financial Assistance Notification was issued (DATE OF ISSUE) and declaration returned to the Academy (DATE OF RETURN) by the Recipient and these are saved as Annex G with clause 14 of this contract acting as our resulting Minimal Financial Assistance Confirmation."
- (L) This Award has been issued on the basis that it is an indirect Subsidy to (Insert name of collaborating Enterprise in receipt of Indirect Subsidy) to the value of £(Insert value of portion of grant deemed as providing benefit to enterprise). This Subsidy has been issued under the Minimal Financial Assistance route and as such a Minimal Financial Assistance Notification was issued (DATE OF ISSUE) and declaration returned to the Academy (DATE OF RETURN) by the Enterprise (insert name of collaborating Enterprise in receipt of Indirect Subsidy). A Minimal Financial Assistance Confirmation was also issued and is saved in Annex G alongside the issued notification and returned declaration.

(M) The Academy granted the full Award to the XXX on behalf of the Awardee under a preceding fellowship Contract terminated on XXXX. The purpose of this Contract is to transfer the remaining sum of the Award to the new Recipient on behalf of the Awardee.

(N) The Recipient is not responsible for the research and programme activity conducted prior to the Award Start Date, as set out in Annex A.

It is agreed as follows:

1. Definitions

'the Application' means the original application for the Award made by the Recipient, a copy of which is included in Annex F.

'the Award' means the award of a grant whose details are set out in Annex A.

'Award Start Date' and 'Award End Date' shall mean the dates given in Annex A.

'the Awardee(s)' means any person(s) who is named as Awardee in the Application, as the context may require.

'the Award Letter' means the letter or email from the Academy addressed to the Awardee(s) confirming the Award as detailed in Annex A.

'Business continuity plan' refers to an organisation's documented system of procedures to restore their critical business functions in the event of an unplanned disaster.

'the Collaborator(s)' means the individuals or institutions named in the Application (also listed in Annex A) who will work with the Awardee(s) on the Programme of Activities

'the Company' means the spin-out or start-up company to be formed by the Awardee(s) as referred to in Clause 7.4.

'the Co-Recipient' means the university/organisation in the UK that will also be receiving monies as part of the Award.

'the Industry Host' means the organisation named in Annex A at which the Awardee(s) will undertake the secondment to fulfil the programme of Activities

'Mandatory Activities' means the events and activities referred to in Clause 5.6 and Annex B.

'the Mentor' means the individual(s) responsible for providing Mentorship to the Awardee(s) during the course of the Grant and for reviewing progress against intended objectives.

'Non-disclosure agreement' means a contract within which specified organisations/individuals agree not to disclose confidential information that they have shared with each other as a necessary part of doing business together.

'Not applicable' means this clause is not relevant to this Contract and has been redacted. The clause number remains in place to maintain the accuracy of any clauses which refer to other clauses.

'Online Grant System' means the Academy's online application and assessment software program through which the Application was submitted and assessed, and will be managed and monitored.

'the Partner' means any individuals or institutions identified **post-award** who will work with the Awardee(s) on delivery of the Programme of Activities.

'the Programme of Activities' means those activities specified in the Application, subject to any additional, excluded or amended activities detailed in clause 3.2.

'the Recipient' means the **university / organisation** named above which will be formally receiving the Award.

'Report' means any written report required to be submitted by the Awardee(s) under Clause 5.1.

'the Sponsor(s)' means the company or companies named in Annex A which will contribute to the costs of establishing the Chair or employs the Awardee(s).

'Statement of Expenditure' means the statement of expenditure required to be submitted by the Recipient under Clause 5.1.

2. Grant of Award and conditions of Grant

- 2.1 The Academy undertakes to provide the Award to the Recipient in accordance with the provisions of this Contract. In the event of any conflict or inconsistency between the terms of this Contract and the Award Letter, or any other communication between the parties, the terms of this Contract shall prevail.
- 2.2 For the avoidance of doubt, the Award will not be activated and the Academy will not be obliged to pay any part of the Award to the Recipient until (a) the Contract has been received by the Academy duly signed by or on behalf of the Recipient; and (b) the Contract has been countersigned by the authorised signatory on behalf of the Academy. The Academy will not accept liability for any expenses incurred prior to the fulfilment of conditions (a) and (b) above.
- 2.3 The Award is conditional on the Academy being satisfied that the following conditions have been fulfilled:
 - 2.3.1 A contract has been signed between the Recipient and the Sponsor / Industry Host/ Collaborator(s) within three months of the Award Start Date committing the Sponsor / Collaborator(s) to provide the additional funding specified in Annex A / to contribute to the delivery of the Programme of Activities,
 - 2.3.2 The contract with the Sponsor / Industry Host / Collaborator(s) does not conflict with any of the terms and conditions specified in this contract,
 - 2.3.3 The contract with the Sponsor / Industry Host/ Collaborator(s) is to be treated by the Recipient as a contract to fund university research / provide the Collaborator(s) with sufficient access resources, including funding where appropriate, to contribute to the delivery of the Programme of Activities and not a consultancy agreement to procure research services.
 - 2.3.4 The contract with the Industry Host confirms the secondment of the Awardee(s) to the Recipient to undertake the Programme of Activities in full, and that the Awardee(s) remains an employee of the Industry Host.
 - 2.3.5 The contract with the Industry Host confirms the Awardee(s) will follow all relevant policies and practices of the Recipient whilst on secondment.

- 2.3.6 The contract with the Collaborator(s) confirms that the Collaborator(s) will comply with any due diligence checks requested by the Recipient in pursuit of the Programme of Activities, and that the Awardee(s) and Collaborator(s) will align with the Global code of conduct for research in resource-poor settings.
- 2.4 The Award is conditional on the Awardee(s) being employed by the Recipient in a suitable role or having an alternative legal relationship with the Recipient approved by the Academy in writing. The Recipient will procure that the Awardee(s) will not undertake any other paid work, hold any other form of paid office or employment or interrupt the Award to pursue other activities without the prior written consent of the Academy, except that this consent will not be required for up to a combined total of four hours of teaching duties for a full time role, administrative duties and consultancy work per week. This allowance must be pro-rata'd where roles are held on a part time basis. If any variation is approved the Academy reserves the right to adjust the Monitoring Schedule at Annex B and the Schedule of Payments at Annex C accordingly.
- 2.5 The Award is given to the Recipient only and is solely in respect of the Awardee(s) and is not transferable to any third party (including the Awardee(s)) without the written agreement of the Academy. The Academy's decision on any requested transfer is final, as is the consequential distribution or allocation of any remaining Grant funds.
- 2.6 The Recipient shall put in place suitable contractual arrangements with the Awardee(s) and any other relevant third parties and will ensure that the Awardee(s) is made aware of any relevant obligations required to be met by the Recipient under this Contract for which the Awardee(s)'s contribution is required, including but not limited to the provision of any Reports.
- 2.7 The Award must be acknowledged by the Recipient and the Awardee(s) in any materials or publications regarding or resulting from the Award, and in any written or spoken presentations about the Award, in the following form (or such other form as the Academy has approved in writing): “*This [Grant/Award/secondment/project/Fellowship/position] was supported by the [Insert primary funder as required i.e. Department of Science, Innovation and Technology (DSIT)] Royal Academy of Engineering under the «FUNDTYPENAME» programme.*”
- 2.8 The Awardee(s) is entitled to take maternity, parental, paternity, or adoptive leave if such leave is in accordance with the terms and conditions of their contract of employment. The Academy will extend the duration of the Award to account for the leave taken, and adjust the Monitoring Schedule (Annex B) and the Schedule of Payments (Annex C) accordingly. The Recipient will notify The Academy in writing of any such leave periods as early as reasonably possible.
- 2.9 The Academy's approval must be sought in advance and in writing for changes detailed below. The Awardee(s) should specify any reasons for the requested changes, and may at the Academy's request be required to provide further information. The Recipient and the Awardee(s) will be notified of the Academy's decision in writing. However, no additional funding will be provided if these variations are made, subject to Clause 2.11 (if applicable).
- 2.9.1 the Award Start Date.
- 2.9.2 the Award End Date.

- 2.9.3 the re-allocation of expenditure between different cost categories, as specified in Annex F.
- 2.9.4 a change from full to part-time employment, or from part-time to full-time, or any other change in the Awardee(s)'s employment status, or other changed circumstances affecting the Awardee(s)'s ability to work on the Programme of Activities as envisaged in this Award.
- 2.9.5 prior to any change to the allocation of Intellectual Property rights resulting from the programme of work being agreed which provides favourable Intellectual Property terms to a commercial organisation.
- 2.9.6 prior to signing any new collaboration agreement with an additional commercial organisation that might be considered incompatible with Background E
- 2.9.7 In the case of research involving the use of animals, which may only be undertaken where this was confirmed as eligible in call documentation, explicit in the agreed proposal attached or where there has been approval in writing from the Academy for a change, inform the Academy as soon as possible of any change in their use with the exception of a reduction in the planned use and including but not limited to any increase to the number of animals used or a change in the species from that which was originally supported.
- 2.9.8 In the case of research involving the use of human patients or tissue, which may only be undertaken where this was confirmed as eligible in call documentation, explicit in the agreed proposal attached or where there has been approval in writing from the Academy for a change, inform the Academy as soon as possible of any change in relevant programme activities.
- 2.10 The (Award and) Awardee(s) will (both) be known as [NAME / RAEng Entrepreneur / the chair title] and this should be reflected in the Awardee(s)'s job title and all relevant communications for the period of the Award, or such longer period as is permitted by the Academy in writing.
- 2.11 Where the Academy is funding a proportion of the award holder's salary the Recipient can claim a proportion of the first six months of additional salary costs from the Academy for each separate maternity, parental, paternity or adoptive leave period. The proportion reimbursed by the Academy must be through application of the Recipients internal policies, pro-rated based on the proportion of salary funded by the Academy and less any statutory contributions. In exceptional circumstances the Academy will consider requests to reimburse at a higher proportion.
- 2.12 Prior to the commencement of the Award, The Recipient will appoint a suitably qualified academic to undertake the administrative and teaching duties of the Awardee(s) for the duration of the Award, as detailed in the Programme of Activities. The Recipient must send a letter to the Academy confirming the appointment.
- 2.13 The Recipient and the Awardee must ensure that, before the research funded by the Academy commences and during the full Award Period, all the necessary ethical, legal and regulatory requirements in order to conduct the research are met, and all the necessary licences and approvals have been obtained and are in

place at all times during the Award period. Where any element of the research funded by the Academy is to be conducted outside the UK, such legal and regulatory requirements, and such licences and approvals should include those applicable in the additional countries involved.

- 2.14 The Recipient and the Awardee must ensure that research involving the use of animals falls within the regulations laid down in the UK Animals (Scientific Procedures) Act 1986 and subsequent amendments. Any element of research funded by the Award that is conducted outside the UK must, as a minimum standard, be conducted in accordance with the principles and standards of UK legislation.
- 2.15 The Academy endorses the principles and aims of the National Centre for the Replacement, Refinement and Reduction of Animals in Research (NC3Rs) and every effort must be made to replace the use of live animals with non-animal alternatives; to reduce the number of animals used in the conduct of research; and refine procedures so that the degree of suffering for animals is kept to an absolute minimum. The Recipient and the Awardee must adopt the principles and aims of the NC3Rs including following the principles set out in Responsibility in the use of animals in bioscience research and the Non-human primate accommodation, care and use.
- 2.16 The Recipient and Awardee must ensure that generated research data is managed within the constraints of relevant legal, ethical and regulatory frameworks, including protecting the confidentiality, privacy and consent of any individuals involved with the research and according to the relevant provisions of the UK General Data Protection Regulation and the Data Protection Act 2018.

3. Programme of Activities

- 3.1 The Recipient will ensure that before the Programme of Activities starts all the necessary legal regulatory and ethical requirements for the conducting of the Programme of Activities are met and that all necessary licences, consents (including visas) and approvals are obtained, and that these are maintained during the period of the Award.
- 3.2 The Recipient shall procure the carrying out by the Awardee(s) of the Programme of Activities including the additional or amended activities and outputs (if any) specified in Annex F, and shall not use the Award for any of the excluded activities specified in Annex F.
- 3.3 Where the Programme of Activities is not funded in full by the Award the Recipient shall allow the Awardee(s) to seek additional external funding in order to carry out the Programme of Activities.
- 3.4 The Recipient undertakes to provide funding for any additional costs not covered by the Award which are necessary for the successful completion of the Programme of Activities. Where appropriate this may include the transfer of funds to the Company. Such a transfer is subject to written agreement from the Academy.
- 3.5 The Award is cash-limited and no supplementary funding will be provided by the Academy to complete the Programme of Activities in event of a shortfall.

- 3.6 The Recipient undertakes to support the Awardee(s) in the Programme of Activities and to ensure access to any facilities specified in the Application and any other facilities necessary for completion of the Programme of Activities.
- 3.7 The Recipient shall not allow any Award monies to be used other than for the purposes of the Programme of Activities.
- 3.8 The Awardee(s) must notify the Academy in writing that the Programme of Activities has started by submitting an Initiation Report, by the date given in Annex B. This notification will be provided through the Online Grant System.
- 3.9 The Recipient shall not modify or alter the Programme of Activities without the prior written consent of the Academy. The Recipient is responsible for ensuring the Academy's Terms and Conditions of Award with respect to these funds are clearly communicated and transferred in writing to any and all collaborating parties in receipt of these Grant funds, regardless of whether transferred directly by the Academy or by the Recipient themselves.
- 3.10 The Recipient will ensure that the results of the Programme of Activities are disseminated publicly within twelve months of the Award End Date (unless the Academy has agreed in writing to a longer period).

4. Payment of the Award

- 4.1 The payments to be made by the Academy to the Recipient and Co-Recipient are set out in Annex C.
- 4.2 Once this Contract has been signed by both parties in accordance with Clause 2.2 and any conditions specified in Clause 2 have been met the Academy shall make payments to the Recipient and Co-Recipient according to Annex C. The Recipient and Co-Recipient will complete Annex D with the necessary banking information required to process the payments. The Recipient and Co-Recipient is not required to submit invoices for payment and all payments will be made to the bank account(s) provided.
- 4.3 Each payment will be conditional upon receipt by the Academy of any and all Reports which fall due prior to the relevant payment date, in accordance with Clause 5.1. Reports must be of a satisfactory standard to release payment, as determined by the Academy.
- 4.4 The Academy will deduct from the final payment (a) any underspend on the Programme of Activities which is evident from the Statement of Expenditure and (b) any funds not spent exclusively on the Programme of Activities, and if the amount to be deducted exceeds the amount of the final payment then no final payment will be made and the balance due shall be refunded to the Academy by the Recipient within four weeks of the Award End Date.
- 4.5 No interest shall accrue on any sums not paid by the Academy on the due dates, or withheld in accordance with the terms of this Contract.
- 4.6 Payments beyond the (5th year/6th month) of the Award are conditional upon approval by a Mid-Term Evaluation to take place after (4 years and/six months). For the purpose of the Mid-Term Evaluation, the Academy will consult a panel of experts in the relevant field and the Awardee(s)'s mentor and take into account (inter alia) the Awardee(s)'s performance, previous Reports, compliance with

Awardee(s)'s obligations under this agreement, and the Award's progress toward its original (or amended objectives, if subsequently revised by agreement) and their appropriateness for the aims of the programme. The Academy shall permit the Awardee(s) to submit evidence and make representations before making its final decision on whether to proceed. The Academy's decision on which shall be final and binding and which it may make in its absolute discretion.

5. Reports and Monitoring

- 5.1 The Awardee(s) will submit written Reports to the Academy of the description, and by the dates specified in Annex B. These Reports shall follow the guidelines provided by the Academy, and include:
- 5.1.1 a Statement of Expenditure incurred covering the cost categories included in the Application,
 - 5.1.2 a report, or reports, detailing progress made towards the completion of the Programme of Activities and any outputs specified in Annex F. This can include, as required, narrative reports, quantitative information relating to the Programme of Activities, mentoring, training events, **the Company**, outcomes and outputs.
 - 5.1.3 such other information as the Academy may reasonably request.
- 5.2 The Awardee(s) shall have monthly/regular/quarterly/biannual/annual meetings with a Mentor appointed by the Academy and will liaise with the Mentor as required. The Academy will make the Awardee(s)'s Reports available to the Mentor for review. Neither the Academy nor the Mentor accepts any responsibility for any advice given by the Mentor.
- 5.3 A representative of the Recipient will attend formal review meetings with the Awardee(s), the Mentor, (the Sponsor/ The Industry Host) and a representative of the Academy to review the progress made by the Awardee(s) against the Programme of Activities, with the frequency and approximate date(s) given in Annex B.
- 5.4 The Recipient **and Collaborators** shall cooperate with any evaluation consultant appointed by the Academy to carry out a long-term evaluation of the programme. The Awardee(s) shall liaise and meet with the evaluation consultant as often as the evaluation consultant deems appropriate. The Academy will make the Awardee(s)'s Reports and contact details available to the evaluation consultant for review.
- 5.5 At the request of the Academy, the Recipient **and Co-Recipient** will permit the Academy and its representatives access upon reasonable notice to the Recipient's **and Co-Recipient's** premises and to the Awardee(s) for the purposes of monitoring the progress of the Programme of Activities.
- 5.6 The Recipient shall ensure that the Awardee(s) shall attend all Mandatory Activities specified in Annex B. The Academy shall reimburse reasonable travel and accommodation expenses related to the Mandatory Activities, and the Awardee(s) must submit the expenses claim to the Academy within four weeks of the event date. If the Awardee(s) fails (without the prior approval of the Academy)

to attend any Mandatory Activities, the Academy may at its discretion withhold, reduce or suspend any Award payments due to the Recipient.

6. Other obligations of the Recipient

- 6.1 The Recipient shall ensure that Awardee(s) shall comply with any policies of the Academy that are brought to its attention in writing including but not limited to those policies referred to in Annex E.
- 6.2 The Recipient shall comply with all applicable laws and regulations relating to (a) anti-discrimination under the Equality Act 2010 and (b) anti-bribery and anti-corruption under the Bribery Act 2010 and not engage in any activity, practice or conduct which would constitute offences under these Acts and any similar legislation in the UK or overseas.
- 6.3 The Recipient shall comply with all relevant obligations under the Data Protection Act 2018 and any other UK data protection laws, and in particular will ensure that the Awardee(s) has been notified that their personal data will be shared with the Academy and its external funders for the purpose of the operation and administration of this agreement.
- 6.4 The Recipient will keep complete and accurate accounts of expenditure on the Award (including the expenditure of any sub-contractors) and the Programme of Activities and allow the Academy or its representatives (on reasonable notice) to inspect such accounts and take copies.
- 6.5 The Recipient will promptly inform the Academy in writing of any change in the status of the Recipient or the Awardee(s) or of any other circumstance which might affect its ability to comply with the terms of this Contract.
- 6.6 The Recipient shall ensure that the Awardee(s) acknowledge the Academy's financial contribution in all publications regarding or resulting from the Programme of Activities, in the form specified in Clause 2.7 or as otherwise agreed to by the Academy.
- 6.7 The Recipient shall ensure that all uses of the Academy's logo conform to the Academy's requirements, as notified by the Academy to the Recipient from time to time.
- 6.8 The Academy may refer to the making of the Award, the names of the Recipient, **the Sponsor, the Industry Host, the Collaborator(s), the Partner, the Company** and the Awardee(s), the general aims of the Award, and may collate data with that of other Awards to summarise progress made, in any reports to its funders and in any publicity material.
- 6.9 The Recipient will promptly notify the Academy of any formal investigation against the Awardee(s) which is ongoing at the Award Start Date or subsequently which relates to the conduct of the Awardee(s) including (but not limited to) matters such as harassment, bullying, and any breach of the law or applicable Codes of Conduct or any of the terms of the relevant employment contract.
- 6.10 The Recipient will not without the previous agreement of the Academy dispose of or change the use of any tangible or intangible asset (including copyright) which has a value of £10,000 or more which has been purchased by the Recipient using the Award.

- 6.11 The Recipient agrees to endorse the commitments of the Concordat to Support Research Integrity and must have in place formal written procedures and policies to promote and ensure compliance with the commitments. In particular the Recipient commits to adhere to the highest standards of professionalism and integrity and agrees to have procedures in place to ensure that the activity is conducted in accordance with standards of best practice; systems to promote integrity; and transparent, robust and fair processes to investigate alleged research misconduct.
- 6.12 The Recipient and Awardee(s) will have full regard to risks that the technology and know how developed with the programme of activities might be misused by a state to control or repress their population, or adapted by a foreign state's military against UK interests. The Recipient and Awardee(s) should notify the Academy of any concerns that arise that the knowledge is being misused in this way, recognising that the Academy will inform the UK government of these concerns.
- 6.13 The Recipient and Awardee(s) based in the United Kingdom will take note of the guidance provided by the UK's CPNI on Trusted Research (<https://www.cpni.gov.uk/trusted-research>), the Export Control Joint Unit on the application of export controls to academic research (<https://www.gov.uk/guidance/export-controls-applying-to-academic-research>) and Universities UK on Managing Risks in Internationalisation (<https://www.universitiesuk.ac.uk/policy-and-analysis/reports/Documents/2020/managing-risks-in-internationalisation.pdf>). The Recipient and Awardee(s) will treat these guidelines and the associated risks with the requisite level of care and diligence. The Recipient will ensure that researchers and research staff are aware of and comply with the legal and regulatory frameworks relating to applied research and controlled technology, particularly export controls and the Academic Technology Approval Scheme, highlighting that they apply to applied research collaborations, and intangible items such as knowledge and IP, as well as physical goods.
- 6.14 The Recipient shall promptly inform the Academy if the contract between the Sponsor(s)/Industry Host/Collaborator(s) and the Recipient referred to in Clause 2.3 is terminated or otherwise amended for any reason, or if the Sponsor(s)/Industry Host/Collaborator(s) ceases to make the financial contributions specified in Annex A.
- 6.15 Whenever requested by the Academy on reasonable notice, the Awardee(s) must participate in Enterprise Hub activities that promote excellence in engineering entrepreneurship to the public and to build the skills of early stage engineering entrepreneurs.
- 6.16 Awardee(s) must notify the Academy as far in advance as reasonably possible of when activities and events detailed in the Programme of Activities are taking place and provide an opportunity for an Academy representative to attend at least one of the activities/events.
- 6.17 In the exceptional circumstance that the Academy does not request the return of unspent funds following the completion of the Award, the Recipient will ensure remaining funds are used by the Awardee for purposes aligned with the charitable nature of the Award.

- 6.18 The Recipient will ensure that the assignment of intellectual property with any commercial organisation(s) collaborating on the project is allocated by way of formal agreement, including that referenced in 2.3 if operative, and reflects the Academy's basis for award to align with the Subsidy Control Act 2022 as detailed in Background clauses D and E. In doing so, the Recipient must ensure that any commercial organisation receiving a specific intellectual property benefit is paying market price for that benefit, or that it has received confirmation in writing from the Academy of the acceptability of any alternative approach to Subsidy Control compliance in advance of making any commitment to any party.
- 6.19 The Recipient understands that any change to the Award that brings the Award into question as a subsidy will result in future payments immediately being placed in abeyance until the Academy can ensure compliance with the Subsidy Control Act 2022.
- 6.20 The Recipient must ensure that the collaboration is considered an effective collaboration in respect of the Subsidy Control Act 2022 RD&I streamlined route SC10780. Per SC10780, effective collaboration means collaboration between at least two independent parties to exchange knowledge or technology, or to achieve a common objective based on a division of labour where the parties jointly define the scope of the collaborative project, contribute to its implementation, and share its risks (but see further as to financial risks), as well as its results. One or several parties may bear the full costs of the project and thus relieve other parties of its financial risks. Contract research and the provision of research services are not considered forms of collaboration.
- 6.21 The Recipient will ensure that the terms of award are passed down to the commercial organisation in receipt of the indirect subsidy via this grant such that they are aware that this grant was awarded on the basis that it is a subsidy offered under the RD&I Streamlined Route SC10780 and that it must be declared if they apply for any further public funds in support of this project.
- 6.22 The recipient must ensure that the formal agreement, including that referenced in 2.3 if operative, with the commercial organisation in receipt of the indirect subsidy via this grant includes:
- 6.22.1 the requirement that the Recipient organisation be allowed to publish its own results under the requirements for an effective collaboration under the Subsidy Control Act 2022 RD&I streamlined route SC10780.
 - 6.22.2 the requirement to declare any additional public funds received for this project to the Recipient and the Academy and is aware that if the funds they have received at any point take them over the cap on a project under the Subsidy Control Act 2022 then the Academy will need to cease funding the project.
 - 6.22.3 the requirement that no change to the project risks the understanding of it as an Industrial Research project, in terms of the RD&I streamlined route SC10780 for subsidy control compliance.
 - 6.22.4 the requirement for the Enterprise to contribute funding to the project at at least the required level of eligible costs per the RD&I streamlined route SC10780 (The subsidy ratio maximums are (70+15%) 85% for small enterprises, (60+15%) 75% for medium-sized enterprises, and (50+15%) 65% for large enterprises and the Academy contribution is deemed to be the 85%, 75% and 65% respectively for the size of the collaborating Enterprise;

7. Intellectual Property

- 7.1 The Academy will not own or be granted a licence under any intellectual property rights relating to or resulting from the Programme of Activities.
- 7.2 The Recipient will ensure that the ownership and use of the intellectual property rights in any results derived from the Programme of Activities are agreed in writing between the Recipient, the Awardee(s) and all other necessary parties before the Award Start Date specified in Annex A and that the agreement includes an agreement by the parties to grant, to the extent that the Recipient is legally able to, an irrevocable, non-exclusive royalty-free licence in favour of the Crown to use the background and foreground results for research purposes. The Recipient will supply details to the Academy on request.
- 7.3 The Recipient will ensure that all background or existing intellectual property rights required to undertake the Programme of Activities are agreed in writing between the Recipient, the Awardee(s) and all other necessary parties before the Award Start Date and that the agreement includes an agreement by the parties to grant, to the extent that the Recipient is legally able to, an irrevocable, non-exclusive royalty-free licence for the Crown to use the results for research purposes. The Recipient will supply details and/or a copy of the agreement to the Academy on request.
- 7.4 Prior to or during the Award period, the Recipient and the Awardee(s) will commit to establish a new start-up or spin-out company with the primary purpose of fulfilling the Programme of Activities and the development, exploitation and/or commercialisation of the research therein. The Recipient will supply details of the agreement regarding any shareholding arrangements and intellectual property arrangements in any new company to the Academy on request however, the Academy will have no liability for the Recipient breaching any restrictions on sharing such information within such agreements if information is disclosed to the Academy.
- 7.5 The recipient will ensure that all IP arrangements are consistent with this grant not being considered an indirect subsidy to an enterprise. In particular, to strictly observe 2.9.5, 2.9.6, 6.18 and 6.19, and, if operative, 6.14.

8. Safeguarding concerning sexual exploitation, abuse or harassment

- 8.1 The Recipient shall take reasonable steps to prevent actual, attempted or threatened sexual exploitation, sexual abuse or sexual harassment by its employees.
- 8.2 The Recipient shall take reasonable steps to ensure that individuals are enabled to report concerns and complaints of actual, attempted or threatened sexual exploitation, sexual abuse or sexual harassment.
- 8.3 The Recipient shall adopt and follow robust procedures for the reporting and investigation of actual, attempted or threatened sexual exploitation, sexual abuse or sexual harassment by its employees, including reporting such matters to the relevant authorities.

- 8.4 The Recipient shall report to the Academy (to the extent permitted by law) any complaints received of actual, attempted or threatened sexual exploitation, sexual abuse or sexual harassment (a 'Safeguarding Disclosure') about, by or from its employees or those representing the Recipient, where the complaint is relevant to persons or activities funded by the Grant.
- 8.5 The Recipient shall report to the Academy (to the extent permitted by law) if the Recipient becomes aware of a Safeguarding Disclosure where the complaint is relevant to persons or activities funded by the Grant.
- 8.6 Provided that in complying with its obligations under 8.4 and 8.5 above, the Recipient shall provide an outline of the complaint and details of the action being taken by the Recipient but shall not be required to provide any personal data.

9. Compliance with the Government Communications Planning Directorate's requirements

- 9.1 If this Contract is terminated the Recipient will comply with any request from the Government Communications Planning Directorate (GCPD) to sell any equipment including computers/laptops and unused consumables purchased with the Award and remit the proceeds of sale to GCPD.
- 9.2 The Recipient shall ensure that any research be carried out in line with Good Data Management Practices.
- 9.3 The Recipient will keep complete and accurate records of all research carried out as part of the Award, including but not limited to all results and observations.
- 9.4 The Recipient will maintain an adequate Business Continuity Plan to ensure that operational disruptions are minimised.
- 9.5 The Recipient shall at all times apply best practice in the Higher Education sector.
- 9.6 The Recipient shall notify the Academy promptly of any change in the Recipients' status that might affect its eligibility to hold a research grant.
- 9.7 The Recipient will promptly inform the Academy if the Awardee(s) leaves the employment of the Recipient and/or seeks a period of extended absence and/or no longer wishes to work on the Programme of Activities.
- 9.8 The Recipient's contract with the Awardee(s) shall require the Awardee(s) to attend an annual 'Community Meeting' with the Academy to present a progress report to the Community Meeting members, as well as comply with any ad hoc reviews requested by GCPD.
- 9.9 The Recipient shall submit in writing all results of the Programme of Activities to GCPD promptly after the Award End Date.

10. Termination

- 10.1 Should the Department for Science, Innovation and Technology (or successor department/organisation) or any other external funder withdraw or reduce the funding of this Award the Academy reserves the right to terminate or suspend this

Contract at any time with immediate effect by giving written notice to the Recipient.

10.2 The Academy may also suspend or terminate this Contract by notice in writing if:

10.2.1 the Recipient or the Awardee(s) has provided any false information in connection with the Application or the Programme of Activities; or

10.2.2 the Recipient fails to apply the Award monies for the purposes specified in this Contract; or

10.2.3 the Recipient is in breach of any other provisions of this Contract; or

10.2.4 the Recipient receives funding for the Programme of Activities from alternative sources which covers the same costs as are funded under this Contract (without the prior agreement of the Academy); or

10.2.5 The Academy considers that the Programme of Activities cannot or will not be fulfilled in accordance with the requirements of this Contract, including (but not limited to) the Awardee(s) being unfit or unable to pursue the Programme of Activities or if the facilities required for the Programme of Activities are not available; or

10.2.6 The Academy considers that the arrangements for the exploitation of the intellectual property rights required for and resulting from the Programme of Activities (as referred to in Clauses 7.2, and 7.3 and 7.4) are not in accordance with the Application; or

10.2.7 The Academy considers, based on the Reports and information supplied to date, that the outputs specified in Annex F will not be met; or

10.2.8 The Academy, following any Mid-Term Evaluation, determines to end the Award under Clause 4.6; or

10.2.9 The Academy considers that by reason of their conduct the Awardee is not a fit and proper person to receive the Award or conduct the Programme of Activities; or

10.2.10 The Awardee or Recipient(s) do not observe any UK law related to National Security, or a National Security related concern is not communicated to the Academy; or

10.2.11 The Awardee or Recipient(s) do not supply a National Security Risk Mitigation plan if formally requested by the Academy by the required date; or

10.2.12 The Academy considers that the contract(s) referred to in Clause 2.3.1 is not in accordance with the requirements of this Contract; or

10.2.13 The Recipient(s) show(s) persistent behaviour in such clear variance with the Academy's commitment to diversity and inclusion or other values as to pose a clear risk of bringing the Academy and its work into disrepute.

10.3 If this Contract is terminated by the Academy under clause 10.1, the Academy will reimburse the Recipient up to the maximum value of the Award for all reasonable

expenditure incurred prior to the termination date, provided this expenditure is in accordance with the Programme of Activities and subject to evidence (if requested by the Academy) that the expenditure has been incurred.

- 10.4 If the Academy gives notice to terminate under clause 10.2, the Academy may (in its absolute discretion) require the Recipient to repay all or part of the Award paid by the Academy to the Recipient.
- 10.5 The Recipient may terminate this Contract without liability, by notice to the Academy, if the Academy is in breach of the terms of this Contract and remains in breach for more than 30 days after receipt of a notice from the Recipient bringing the breach to the attention of the Academy and requesting that the breach be remedied.
- 10.6 Where the Award is successfully challenged in any relevant court or tribunal of relevant jurisdiction or regulatory body and found to be an unlawful Subsidy under the term of the Subsidy Control Act 2022, or any similar Subsidy Control regime, or generally, or where the Academy reasonably concludes that the Award is, or is likely to be, an unlawful subsidy, the Academy shall be entitled to take any one or more of the following actions:
 - 10.6.1 suspend or terminate the payment of the Award for such period as the Academy shall determine; and/or
 - 10.6.2 reduce the amount of the Award in which case the payment of the Award shall thereafter be made in accordance with the reduction and notified to the Recipient; and/or
 - 10.6.3 compel the Recipient to repay the Academy the whole or any part of the amount of the Award previously paid to the Recipient along with such interest as is or would be required under applicable law. Such sums shall be recovered as a civil debt; and/or
 - 10.6.4 terminate this Contract

11. Limitation of liability

- 11.1 Save for the Awards payments to be made by the Academy under this Contract, the Academy accepts no responsibility for any payments, costs, claims, taxes, demands or expenses incurred by the Recipient or an Awardee for which the Recipient or Awardee(s) may be liable as an employer or otherwise as a result of the Award or the Programme of Activities, and the Recipient agrees to indemnify the Academy and hold it harmless against any such costs, claims, demands and liabilities accordingly.

12. Miscellaneous

- 12.1 Should the Department for Science, Innovation and Technology (or successor department/organisation) or other external funder amend the conditions upon which it provides the funding to the Academy for the Award the Academy reserves the right to amend the terms and conditions for this Award to the extent necessary to enable the effective continuation of the Award and compliance with the new conditions, which will be notified to the Recipient and Awardee(s) in writing. If it is not prepared to accept the amended terms and conditions, the Recipient may terminate this Contract by notice in writing to the Academy within 30 days of

notification. If this Contract is terminated by the Recipient, the Academy shall not be obliged to make any further payments and the Recipient shall refund within four weeks any amount not spent exclusively on the Programme of Activities as at the date of termination. Unless so terminated by the Recipient, this Contract shall be deemed to be varied with effect from receipt of the amended terms and conditions by the Recipient.

- 12.2 Subject to clause 12.1, this Contract can only be varied or amended by the prior written agreement of both parties.
- 12.3 For the avoidance of doubt, this is not a contract for the supply of services by the Recipient and nothing in this Contract shall be deemed to create an employment relationship between the Academy and the Awardee(s), or any other person.
- 12.4 If any provision of this Contract is held to be void or unenforceable or if any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 12.5 Whenever in this Contract the Academy may exercise a discretion or determination, or give or withhold a consent, there shall be deemed to be a requirement that in doing so the Academy must act reasonably.
- 12.6 This Contract and its Annexes contain the entire agreement and arrangement between the Academy and the Recipient or the Awardee(s) regarding the Award and all other prior agreements, arrangements or understandings are hereby excluded.
- 12.7 References in this Contract to communications to be made 'in writing' shall be deemed to include email.

13. Governing law and jurisdiction

- 13.1 This Contract shall be governed by and construed in accordance with English law and all parties agree to submit to the exclusive jurisdiction on the English Courts as regards any claim or matter arising under the Contract.

14. Minimal Financial Assistance Confirmation

- 14.1 The Grant is awarded in accordance with Section 36 of the Subsidy Control Act 2022 (referred hereafter as the Act) which enables the Grant Recipient to receive up to a maximum level of subsidy without engaging the subsidy control requirements (with the exception of the transparency requirements for subsidies over £100,000) under the Act ("Minimal Financial Assistance"). The current threshold is £315,000 to a single enterprise over the elapsed part of the current financial year and the two preceding financial years ("the Applicable Period").
- 14.2 The Recipient acknowledges and accepts that the relevant limit for Minimal Financial Assistance comprises other Minimal Financial Assistance, Services of Special Economic Interest Assistance (as defined under the Act), Small Amounts of Financial Assistance given under Articles 364(4) or 365(3) of the UK-EU Trade and Cooperation Agreement, and De Minimis State Aid ("Exempt Subsidy/Subsidies"), irrespective of whether such subsidy or aid was provided by other public authorities and their agents, related to other projects or was made by

means other than grants (for instance, foregone interest on loans) awarded to the Recipient over the Applicable Period.

14.3 The Academy has provided the Recipient with a Minimal Financial Assistance notification as dated DD/MM/YY. The award of this Grant is conditional upon the Grant Recipient providing having completed and returned the signed Minimal Financial Assistance declaration form as included in Annex G confirming how much Exempt Subsidy if any, it has received in the Applicable Period.

14.4 The Academy may not pay the Recipient the Grant if, added to any previous Exempt Subsidy the Grant Recipient has received during the Applicable Period, the Grant causes the Recipient to exceed the relevant limit for Minimal Financial Assistance.

14.5 For the purposes of the Minimal Financial Assistance declaration:

- a. the financial year means a period of 12 months ending 31st March;
- b. an enterprise means the enterprise that receives, or would receive, minimal financial assistance; and
- c. subsidy is subsidy granted to a single enterprise, which may include legal entities separate to Recipient (such as current or former subsidiaries)

14.6 The Recipient must retain the Grant Funding Agreement and the completed Minimal Financial Assistance declaration form and produce it on request by the Academy.

14.7 The Recipient acknowledges that it is the Recipient's responsibility to read the Subsidy Control Act 2022 in its entirety, and to seek advice (including legal advice) on its application to Grant Recipient's business if appropriate.

14.8 The Recipient acknowledges that the Academy and Recipient are jointly and severally responsible for maintaining detailed records with the information and supporting documentation necessary to establish that all the conditions set out in this Grant Funding Agreement are fulfilled.

14.9 The Recipient agrees to keep a written record detailing that it has received a subsidy by way of Minimal Financial Assistance, the date on which it was given and the gross value amount of the assistance and must keep these records for at least three years from the given date.

This Contract was signed by the authorised representatives of the parties on the below dates

.....

Signature on behalf of «**ORGANISATIONNAME**»

Name:

Position:

Date:

Stamp (if applicable)

.....

Signed on behalf of the **Royal Academy of Engineering**

Name:

Position:

Date:

Non-binding signature only.
For Academy staff only (as appropriate to process for scheme) to confirm to Academy authorised representative that this contract should be signed.

ANNEX A

(details of the Award)

Type of Award:	«FUNDTYPENAME»
Award Name:	«Projectname»
The Awardee(s):	«Contacttitle» «Contactfullname»
Recipient:	«ORGANISATIONNAME»
Total amount of Award:	«AMOUNTAWARDED»
The Industry Host (if any):	«ORGANISATIONNAME»
The Collaborator(s) (if any):	
Principal Contact:	«Contacttitle» «Contactfullname»
Sponsor(s) (if any):	«ORGANISATIONNAME»
Sponsor(s) Conditions:	Not Applicable
Award Start Date:	«STARTDATE»
Award End Date:	«ENDDATE»
Award Letter Date:	«DATE»
Award Letter Addressee:	«contactemail»
Academy Reference:	«REFERENCE»

Note: The Awardee has transferred the «FUNDTYPENAME» award from XXX to XXX (the 'Recipient') on INSERTDATE.

New costs table(s) of the remaining grant £XX and letter(s) of support provided by the Recipient are attached in Annex F.

Annex B

Monitoring Schedule (Clause 5.1)

The Recipient shall ensure that the following Reports are submitted to the Academy by the dates shown below:

Report	Date
«TableStart:Table5» «Title»	«DueDate» «TableEnd:Table5»

Mandatory Activities (Clause 5.6)

The Recipient will ensure that the Awardee(s) attends the following events and activities (and such other events and activities as are specified by the Academy in writing):

- Formal review meeting *[HERE STATE FREQUENCY OR APPROX DATE]* (clause 5.3).
- *[HERE LIST OTHER EVENTS AND ACTIVITIES e.g. Training, Networking events, coaching and mentoring]*.

Annex C

Schedule of Payments

Subject to the prior submission of the necessary Reports as detailed in Annex B, the Academy shall ensure that payments are made to the Recipient for the following amounts on or by the dates shown:

Payment	Reference	Date	Value	Pre-requisite Reports and outputs
«TableStart:Table3»«Description»	«InvoiceNumber»	«DateInvoice»	«Value» «TableEnd:Table3»	«TableStart:Table2»«Condition»«TableEnd:Table2»
Total	«AMOUNTAWARDED»			

NB. VAT is not payable on this Award

Invoices are not required and payment will be made against the banking details provided by the Recipient.

It is the Recipient's duty to inform the Academy immediately if the banking details change during the Award period.

Annex D

BANKING INFORMATION FORM

Please complete all sections and return this form as an Annex to the contract, along with the required proof of bank details. Partially completed Annexes will be returned for completion before being countersigned or payments made.

Please print legibly to avoid delay in payment processing.

Summary

Royal Academy of Engineering reference:	«REFERENCE»
Royal Academy of Engineering Finance contact:	finance@raeng.org.uk
Principal Contact:	«Contacttitle» «Contactfullname»
Start date of award:	«STARTDATE»
Total Award value:	«AMOUNTAWARDED»

1 - Reference

The Recipient's internal reference for the award (maximum 25 characters in length):	
---	--

2 - Key Finance Administrative Contact for this award:

Name (full):	
Position:	
Organisation:	
Contact email address:	

3 - Bank Information

Organisation Name									
Organisation Address	City			County			Postal Code		
	Country								
Bank Name									
Bank Address	City			County			Postal Code		
	Country								
Beneficiary Name									
Bank Account Number									
Bank Account Currency	Please specify:								
Sort Code									
BIC or SWIFT code									
IBAN									

4 - Payment Notification Details:

Email Address*	
----------------	--

*An email notification will be sent to this address as confirmation of payment, including the amount, date of payment and invoice number(s).

5 – Proof of Bank Details

As a fraud prevention measure and to enable us to check for mistakes, you must also return one of the following documents to confirm the bank account details. Please indicate which of the following you have included and insert it as the next page. We only need to see proof of the account details, you may remove any information relating to the current balance, payments etc.

	Void cheque
	Paying in slip
	Copy bank statement

6 – Authorise Payment

I hereby authorise the Royal Academy of Engineering to process payment to the above bank account and I confirm that the above information is correct. This account will remain in effect until written authorisation to stop and/or change the instructions is received by the Royal Academy of Engineering.

I have authority to sign this Form on behalf of the organisation.

	Authorised Signature 1	Authorised Signature 2
Signed:		
Date:		
Name (full):		
Position:		
Organisation:	«ORGANISATIONNAME »	«ORGANISATIONNAME »
Email address:		

Note before any payments are made this form must be signed by **two** authorised signatories at the Recipient to confirm that the payment details are correct.

Proof of Bank details to be inserted here, and this page removed.

Annex E

ROYAL ACADEMY OF ENGINEERING POLICIES AND POSITIONS (clause 6.1)

1. Safeguarding Policy
2. Anti-Bullying and Harassment Policy
3. Anti-Bribery Policy
4. Equality and Diversity Policy
5. Modern Slavery Policy
6. Privacy Policy
7. Academy Open Access Position Statement
8. Academy statement and Action Plan - Researcher Development Concordat (not applicable for this grant scheme)
9. Concordat to Support Research Integrity
10. Good Data Management Practices (not applicable for this grant scheme)
11. Code of Conduct for Enterprise Hub Members and Enterprise Welcome pack (not applicable for this grant scheme)
12. Global Code of Conduct for Research in Resource-poor Settings
13. Policy on National Security-Related Risks
14. Safeguarding children and adults at risk policy

Copies of these policies may be found by following this link: <https://raeng.org.uk/about-us/who-we-are/our-policies>

Annex F: APPLICATION FORM and REQUIRED OUTPUTS

(Application form attached after this page) In the case of transfers as well as original application, attach revised broken-down budget table as agreed with the new Host Organisation which, where applicable, details the %level of funding provided by the Academy.

Additional, Amended, or Excluded Activities (if any) (see clause 3.4)

Additional: Not applicable.

Amended: Not applicable/ Award is transferred to XXXX on INSERT DATE OF TRANSFER

Excluded: Not applicable/ Research conducted prior to INSERT DATE OF TRANSFER

Required Outputs:

Not applicable

Annex G: Minimal Financial Assistance Notification and Declaration (For use with Background K, direct MFA to Enterprise Recipient) OR

Annex G: Minimal Financial Assistance Notification, Declaration and Confirmation (For use with Background L where indirect Subsidy is being issued to a collaborating Enterprise who does not constitute the direct Grant Recipient.)

(Please attach PDF signed copy after this page)