



STFC-UKRI's IUK Programme AWARD TERMS AND CONDITIONS

1. Definitions and Interpretation

1.1. In these terms and conditions, the following expressions have the meaning set opposite:

Agreement – the Grant Award Letter and the Award Terms and Conditions (and any Special Conditions outlined in the Award Letter);

Award Terms and Conditions – these STFC-UKRI Award Terms and Conditions;

Award Recipient – the company so described in the Award Letter;

Award Recipient's Results – means a) Any improvements to/ derivative works based on the Award Recipient's Background IPR created in the course of the Project; and/or b) Intellectual Property Rights created in the course of the Project where specifically listed as Project Deliverables in the Project Plan (Annex 1);

Award Recipient Software – any software, data sets or materials made available by the Award Recipient to STFC- UKRI for STFC-UKRI to use in carrying out the STFC Effort;

Background IPR – means all Intellectual Property Rights which may be used in connection with the Project that are (a) owned or licenced by a Party before the Start Date; and/or (b) created, developed or licenced by that Party after the Start Date independently of this Project;

STFC-IUK Award - a STFC-UKRI scheme designed to support UK industry through access to STFC facilities, skills and expertise on data science, high performance software engineering, research software engineering, computational chemistry, advanced computing and artificial intelligence technologies. The award will be used for collaborative projects with the award recipient.

Confidential Information – all information (however recorded, preserved or disclosed) disclosed by one Party (the **Disclosing Party**) to the other Party (the **Recipient of Confidential Information**) in connection with the Project that would be regarded as confidential by a reasonable business person, including without limitation: i) information relating to the business, affairs, customers, clients, suppliers, plans, intentions, market opportunities, operations, processes, product information, trade secrets, know-how and information relating to the technology Intellectual Property Rights or software of the Disclosing Party ii) any information or analysis derived from such information;

Data Protection Legislation - all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018 or any successor legislation, the United Kingdom General Data Protection Regulation (The UK GDPR) which means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such



data, as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended from time to time and where applicable the guidance and codes of practice issued by the Information Commissioner's Office.

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

Grant Award – the value of the STFC Effort awarded to the Award Recipient, (as detailed on the Award Letter and the Project Plan at Annex 1);

Intellectual Property Rights (IPR) – any invention, patent, copyright, software, trade mark, trade name, service mark, registered design, design right (registered and unregistered), know-how, right of confidence, trade secret, right to extract or exploit data, database rights, any similar rights protected in any jurisdiction, whether now existing or coming into existence at some future date, any application for any of the above, and any accrued rights of action in respect of any of the above;

Match Effort – the in-kind contribution from the Award Recipient set out in the Award Letter to be provided by the Award Recipient as staff time equivalent to at least 20% of the STFC Project costs;

Minimal Financial Assistance/MFA - means a subsidy given by an authority under the Subsidy Control Act 2022. The financial assistance cannot exceed £315,000 in total from all public authorities over the financial year the funding is given and the subsequent two financial years;

Party/Parties – STFC-UKRI and/or Award Recipient as applicable;

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

Project Deliverables – the outcome/ results from the Project specifically provided in the Project plan in Annex 1;

Project Plan – work packages and deliverables listed in Annex 1;

Special Conditions – the special conditions (if any) appended to these Award Conditions;

Specification – the specification (if any) of any of the STFC Effort set out in, or attached to and forming part of, the Grant Award;

Start Date – the Start Date stated in the Award Letter;

STFC Effort - the assistance to be supplied by STFC-UKRI to the Award Recipient that is identified as STFC Effort in the Project Plan, as amended from time to time in accordance with the Project Plan;

STFC-UKRI – The Science and Technology Facilities Council as part of UK Research and Innovation;



UKRI – United Kingdom Research and Innovation with registered address at Polaris House, North Star Avenue, Swindon, SN2 1FL;

Working Day – any day when all of STFC-UKRI's sites are open for business;

2. Duration

2.1 This Agreement comes into effect on the Start Date and continues until the End Date as set out in the Award Letter unless this Award is terminated earlier in accordance with its provisions.

3. Performance

3.1. STFC-UKRI will use reasonable endeavours to support the Project in accordance with this Agreement but does not commit to any particular outcome.

3.2. The Award Recipient will provide STFC-UKRI with any and all information, (virus free) software, equipment, materials and documentation, and will carry out any task allocated as the Award Recipient's responsibility in the Project application in good time to allow STFC-UKRI to carry out its obligations under this Agreement.

3.3. If the Award Recipient does not perform or delays in performing its obligations under the Agreement including but not limited to contributing the Match Effort, and that non-performance or delay affects STFC-UKRI's ability to perform the obligations, STFC-UKRI shall be entitled to withdraw the Grant Award and terminate this Agreement with immediate effect.

3.4. If, in connection with the Project, STFC-UKRI permits any employees or representatives or collaborators of the Award Recipient to have access to any STFC-UKRI premises, the Award Recipient will ensure that, while on STFC-UKRI premises, its employees and representatives and collaborators comply with (i) all applicable health and safety, security, environmental and other legislation which may be in force from time to time; and (ii) any STFC-UKRI policy, regulation, code of practice or instruction relating to health and safety, security, the environment or access to and use of any STFC-UKRI laboratory, facility or equipment which is brought to their attention or given to them whilst they are on STFC-UKRI premises by any employee or representative of STFC-UKRI.

3.5. If, in connection with the Project, STFC-UKRI permits any employees or representatives or collaborator of the Award Recipient to have remote user access to any STFC-UKRI network or HPC service, the Award Recipient will ensure that its employees and representatives and collaborators comply with (i) the STFC-UKRI acceptable use policy; and (ii) any STFC-UKRI policy, regulation, code of practice or instruction relating to health and safety, security, the



environment or access to and use of any STFC-UKRI laboratory, facility or equipment which is brought to their attention by any employee or representative of STFC-UKRI.

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

4. Match Effort & Payment

4.1. The Award Recipient will contribute the Match Effort stated on the Award Letter towards the Project.

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

If such payment to STFC-UKRI is overdue, STFC-UKRI may do one or more of the following:

- (a) Suspend STFC Effort or any other work under this Agreement until that payment has been made in full (in which case all expenses incurred by STFC-UKRI in connection with that suspension and any subsequent resumption of work will be added to the amounts payable and will be paid by the Award Recipient, and any time scales will be extended accordingly); or
- (b) treat the non-payment as a material breach and terminate this Agreement with immediate effect; or
- (c) charge the Award Recipient interest on any overdue sum and the costs of recovery in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

5. Data Protection

5.1. The Award Recipient warrants and undertakes that no Award Recipient Software (including but not limited to data) provided by it to STFC-UKRI for the purposes of the STFC Effort will include personal data within the meaning of the Data Protection Legislation.

5.2. The Parties agree to comply with the Data Protection Legislation in so far as it relates to the provisions and obligations of this Agreement.

6. Intellectual Property Rights

6.1. Except as expressly stated to the contrary in these Award Terms and Conditions, nothing in this Grant Award assigns or transfers any Intellectual Property Rights or grants either Party any



licence to use any Intellectual Property Rights, except that STFC-UKRI may use, for the purpose of performing its obligations under this Agreement, all Award Recipient Software and materials supplied to it by or on behalf of the Award Recipient.

- 6.2. Any and all Background IPR shall remain the exclusive property of the Party that owns it. Each Party shall own any improvements or modifications to its Background IPR.
- 6.3. The Award Recipient will own all Intellectual Property Rights in the Award Recipient's Results and the Award Recipient's Results shall be the exclusive property of the Award Recipient.
- 6.4. STFC-UKRI grants to the Award Recipient a non-exclusive, non-transferable royalty free 5-year licence to use STFC-UKRI's Background IPR and STFC-UKRI's IPR generated by the Project but outside of the Project Deliverables to the extent required to use the Award Recipient Results where applicable, with an option to request a 5-year additional extension if required.
- 6.5. For the avoidance of doubt this Agreement does not give STFC-UKRI any rights to use any Award Recipient Software other than for carrying out the Project.
- 6.6. STFC-UKRI and the Award Recipient will each take any action or execute any document reasonably required by the other to give effect to any of its rights under the Agreement or to enable their registration in any relevant territory provided that the requesting Party pays the other Party's reasonable expenses.



7. Confidentiality

7.1 Subject to 7.2, the Recipient of Confidential Information shall for a period of five (5) years thereafter disclosure keep secure, secret and confidential all Confidential Information disclosed to it by the Disclosing Party as a result of this Agreement, and shall not disclose the same to any person save to the extent necessary to exercise its rights or perform its obligations in accordance with the terms of this Agreement or as otherwise may be agreed in writing, and where disclosing such Confidential Information each Party shall be responsible for ensuring the receiving Parties are notified of the confidential nature of the information and bound by appropriate terms of confidentiality.

7.2 The Recipient of Confidential Information may disclose Confidential Information to the minimum extent required by any law or regulation (provided, in the case of a disclosure required under the Freedom of Information Act 2000 or Environmental Information Regulations 2004, none of the exceptions within such Act or Regulations applies to the information disclosed), any governmental or other regulatory authority, or a court or other authority of competent jurisdiction, provided that it informs the party to whom such disclosure is made of the confidential nature of the information disclosed and, to the extent it is legally permitted to do so, it gives the other Party as much notice of this disclosure as possible and, where notice of disclosure is possible, it takes into account the reasonable requests of the other Party in relation to the content of this disclosure.

7.3 Neither STFC-UKRI nor the Award Recipient will use the other's name or logo in any press release or product advertising, or for any other promotional purpose, without first obtaining the other's written consent.

8. Warranties

8.1 STFC-UKRI warrants to the Award Recipient that the STFC Effort under the Grant Award will be supplied with reasonable skill and care.

8.2 If STFC-UKRI breaches the warranty in condition 8.1 and the Award Recipient has notified STFC-UKRI of that breach within 2 months after the provision of that STFC Effort STFC-UKRI will, at its option re-perform that STFC Effort at no cost to the Award Recipient.

8.3 The Award Recipient warrants that (i) it has the necessary rights to allow STFC-UKRI to use the Award Recipient Software for the purposes of carrying out the Project and that the use of the Award Recipient Software by STFC-UKRI for the purposes of carrying out the STFC Effort will not infringe the rights including but not limited to Intellectual Property Rights of any third party; (ii) as far as it is aware there are no viruses or malware in the Award Recipient Software; and (iii) it will provide the Match Effort to the Project with reasonable skill and care.

8.4 The warranties and undertakings given by STFC-UKRI in the Agreement are given in lieu of all implied warranties, terms and conditions and, to the extent permitted by law, all conditions, warranties, representations or other terms on the part of STFC-UKRI (except those expressly set out in the Grant Award), including any relating to satisfactory quality, fitness for a



particular or any purpose, the ability to achieve any particular result, or availability at a given time of any particular high performance computing Project are excluded from the Grant Award.

8.5 The Award Recipient is responsible, at its own risk and expense, for any export and import licences or other authorisations necessary for the export and import of the Award Recipient Results and their transit through any country or territory, will deal with all customs formalities necessary for their export, import and transit, and will bear the costs of complying with those formalities, and all duties, taxes and other charges payable on export or import.

8.6 The Award Recipient warrants and undertakes that it has not been induced to enter into the Agreement by any representation or by any warranty (whether oral, or in writing) except those specifically set out in the Agreement. The Award Recipient waives all claims for breach of any warranty and all claims for any misrepresentation, (negligent or of any other kind, unless made by STFC-UKRI fraudulently) which is not specifically set out in the Agreement.

9 Liability

9.1 Nothing in the Agreement excludes or limits STFC-UKRI's liability for: (i) fraud or other criminal act; (ii) personal injury or death caused by negligence; or (iii) any other liability that cannot be excluded by law.

9.2 Subject to condition 9.1, in no event will STFC-UKRI be liable for any loss or damage resulting from: loss of or damage or corruption of data; loss of use of software, data or systems; loss of profits; loss of business; loss of anticipated savings; loss of revenues; loss of opportunity; loss of goodwill, or loss of reputation whether, in each case, direct or indirect and whether or not the type of loss was foreseen or reasonably foreseeable. Moreover STFC-UKRI will not be liable for any consequential and or indirect loss or damage.

9.3 Except as provided for in condition 9.1, STFC-UKRI's maximum aggregate liability to the Award Recipient under or in connection with the Agreement will be limited to a sum equivalent to the Grant Award.

9.4 The above limitations and exclusions on STFC-UKRI's liability apply regardless of the cause of action, whether arising under statute, in Agreement, in tort (including but not limited to negligence), or in any other way.

9.5 Despite anything else contained in the Agreement, neither Party will be liable for any delay in performing or failure to perform its obligations (except an obligation to pay) caused by circumstances beyond its control including, without limitation, any act or omission of the other Party or of any third party (except a party's employees, contractors or suppliers who will be deemed to be under its control for the purposes of this condition). In those circumstances the Award Recipient or STFC-UKRI (as the case may be) will be granted a reasonable extension of time for the performance of its obligations, the reasonableness of that extension to be assessed not only in the context of the Agreement but also in the context of STFC-UKRI's other commitments.



9.6 Except under the limited warranty in condition 8.1, STFC-UKRI accepts no liability or responsibility for any use which may be made by the Award Recipient of any Award Recipient Results, nor for advice or information given in connection with any Award Recipient Results.

9.7 The Award Recipient will indemnify STFC-UKRI and its personnel and consultants against any and all damages, claims, costs, losses or expenses suffered or incurred by them (including legal costs) as a result of:

9.7.1. any breach of the warranties in condition 8.3; or

9.7.2. any use of the Award Recipient's Results by the Award Recipient or a third party using them with the Award Recipient's consent.

10 Termination

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

10.2 STFC-UKRI has the unilateral right to change or terminate this Agreement at any time, giving sixty (60) days' notice. For the avoidance of doubt, this clause shall not affect STFC's right to terminate this Agreement with immediate effect under clause 3.3.

10.3 the Award Recipient may terminate the Agreement by giving sixty (60) days written notice to STFC-UKRI if the Award Recipient has a receiver or administrative receiver appointed over it or over any part of its undertaking or assets, or if it ceases or threatens to cease to carry on business.

10.4 Where an event of force majeure occurs, or a change to the laws of England, UK government or devolved administration policy occurs which affects STFC-UKRI's ability to continue funding the Grant Award, STFC-UKRI can terminate this agreement by giving as much written notice as reasonably possible. In such circumstances, STFC-UKRI will meet any eligible costs in respect of the Project that you have reasonably incurred

10.5 Conditions 1, 5, 6, 7, 8, 9, 10, 11 and 13 will survive the termination or expiry of the Agreement and will continue indefinitely.

11 Subsidy Control

11.1 The Grant Award letter sets out whether the Grant Award is provided under the Subsidy Control Act as Minimal Financial Assistance (MFA). You must at all times ensure that you are compliant with the Subsidy Control Act 2022.

11.2 A Grant Award provided by way of Minimal Financial Assistance (MFA) is subject to the following conditions:



- 11.2.1 It is the Award Recipient's obligation to ensure that the cumulative total of public funding received does not exceed those limits stated in the Subsidy Control Act 2022.
- 11.2.2 The limit to the cumulative total of public funding of £315,000 over a rolling 3-year financial period includes any funding received under European Commission De Minimis Regulation and Minimal Financial Assistance (previously referred to as Special Drawing Rights).
- 11.2.3 If the Award Recipient is conducting activities that will affect trade of goods and/or electricity between Northern Ireland and the EU as envisaged by Article 10 of the Protocol on Ireland/Northern Ireland in the EU Withdrawal Agreement, the usual European Commission limit for De minimis of 200,000 euros applies.
- 11.2.4 The Award Recipient is required to keep a written record of the amount of MFA received and the date/s when it was received. The written record must be kept for at least three years beginning with the date on which the MFA was given.
- 11.2.5 It is the Award Recipient's responsibility to inform STFC-UKRI if it has received any other funding over the prior three years that, when combined with this Grant Award, would take the Award Recipient over the cumulative limit.
- 11.2.6 The Award Recipient must retain this document for three years from the date on this document and produce it on any request by the UK public authorities or the European Commission. (The Award Recipient may need to keep this document for longer than three years for other purposes).
- 11.2.7 If the Award Recipient is found to have received a subsidy that is deemed to be in breach of the Subsidy Control Act 2022, STFC-UKRI will immediately stop grant payments to you in any and all projects and may require you to repay grant funding.
- 11.3 No subcontract or other agreement with a third party can be made which would constitute a breach of the Subsidy Control Act 2022.
- 11.4 STFC-UKRI is required to collect certain information during the project and for some years afterwards on the outputs, outcomes and impacts of all Grant Awards. The data may be shared with central government and external evaluators to demonstrate the impact and value for money of the Hartree Centre's investments. By accepting a Grant Award, you agree to provide timely reports on outputs, outcomes and impacts as requested by STFC-UKRI. This may include commercially sensitive information where applicable, which will remain confidential to STFC-UKRI.

12 General

- 12.1 No forbearance or delay by STFC-UKRI or the Award Recipient in enforcing its rights will prejudice or restrict those rights. No waiver of any right or breach will operate as a waiver of any other right or breach. No right, power or remedy conferred on, or reserved to, STFC-UKRI or the Award Recipient is exclusive of any other right, power or remedy available to it, and each of those rights, powers, and remedies is cumulative.
- 12.2 If any part of the Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement will not be affected.



- 12.3 All notices to be given under the Agreement must be in writing or by email and be sent to the address or email address of the intended Recipient set out in the Agreement, or any other address or email address which the intended Recipient may designate by notice given in accordance with the provisions of this condition.
- 12.4 Any notice may be delivered personally (including by courier), or sent by first class pre-paid letter or by email and will be deemed to have been served: if by hand, when delivered; if by first class post, 48 hours after posting; and if by email, when received.
- 12.5 No third party is entitled to the benefit of the Agreement under the Agreements (Rights of Third Parties) Act 1999 or otherwise.
- 12.6 This Agreement constitutes the whole Agreement between you and us 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.
- 12.7 Rights and/or remedies under this Grant Award, whether exercised or not, remain available throughout the term of this Agreement.
- 12.8 This Agreement does not create any partnership or joint venture between the Parties at law.
- 12.9 The Award Recipient shall enter into a separate collaboration agreement with any other parties which it intends to collaborate with as part of the Project and the Award Recipient shall ensure that the other parties comply with the terms of this Agreement
- 12.10 The Agreement may only be varied by the written agreement of the Parties with the exception that STFC-UKRI may amend the STFC Effort to comply with any statutory or regulatory requirement.
- 12.11 This Agreement shall be governed by and construed in accordance with the law of England and the Parties irrevocably submit to the exclusive jurisdiction of the English courts