

# UKRI Strength in Places Fund Wave 2 Grant Award: Seedcorn stage Grant Conditions

## 1. Background

These Grant Conditions apply to the initial seedcorn funding stage of the UKRI Strength in Places Fund, delivered by Research England in collaboration with Innovate UK, funded by United Kingdom Research and Innovation (“Funder”) and apply specifically to organisations who are applying for grant funding in collaboration with other applicants.

## 2. Definitions

The following definitions apply in these Grant Conditions:

- 2.1 **Award Letter:** An official document issued by United Kingdom Research and Innovation to the Grant Recipient setting out specific details of the Grant, including the Grant value and any Project Conditions of the Grant;
- 2.2 **Claim:** claim for payment of the Grant submitted by the Grant Recipient;
- 2.3 **Data Protection Legislation:** all applicable data protection legislation and privacy legislation in force in the UK including the GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426); any other directly applicable European Union regulation relating to privacy; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data and the privacy of electronic communications;
- 2.4 **Funder:** United Kingdom Research and Innovation (UKRI).
- 2.5 **Full Stage SIPF Bid:** an application to the final competition stage for wave 2 of SIPF funding.
- 2.6 **GDPR:** General Data Protection Regulation ((EU) 2016/679);
- 2.7 **Grant:** the SIPF seedcorn grant as set out in the Award Letter;
- 2.8 **Grant Period:** the period of the Grant set out in the Award Letter;
- 2.9 **Grant Recipient Partners:** the partners in the consortium led by the **Grant Recipient** which is applying for the Grant;
- 2.10 **Grant Recipient:** the lead partner as named in the Award Letter;
- 2.11 **Intellectual Property:** shall mean intellectual property of any description including but not limited to all inventions, designs, information, specifications, formulae, improvements, discoveries, know-how, data, processes, methods, techniques and the intellectual property rights therein, including but not limited to, patents, copyrights, database rights, design rights (registered and unregistered), trade marks, trade names and service marks, applications for any of the above.;
- 2.12 **Project:** development of a Full Stage SIPF Bid as described in the Award Letter;
- 2.13 **Project Conditions:** project-specific conditions set out in the Award Letter;
- 2.14 **Proposal:** the expression of interest application submitted by the Grant Recipient in the first competition stage of SIPF, which led to award of the Grant;

- 2.15 **Seedcorn Stage:** the stage of the SIPF application process during which the Grant Recipient Partners use the Grant to develop a Full Stage SIPF bid;
- 2.16 **SIPF:** UKRI's Strength in Places Fund.

### **3. The Grant is offered subject to the Grant Recipient's:**

- 3.1 formal written acceptance of these Grant Conditions and any Project Conditions set out in the Award Letter;
- 3.2 written confirmation to the Funder that the Project is still expected to be deliverable;
- 3.3 written confirmation to the Funder of any co-investment during the Seedcorn Stage;
- 3.4 resolution of any material queries arising from the Funder's due diligence checks.

### **4. General Terms**

- 4.1 The Funder will allocate funding in accordance with its statutory powers set out in the Higher Education and Research Act 2017.
- 4.2 The Funder reserves the right to amend these Grant Conditions and/or the Project Conditions at any time.
- 4.3 The Grant Recipient shall not be permitted to assign, transfer or sub-contract any of its rights or obligations under these Grant Conditions to any third party.
- 4.4 Rights and/or remedies under these Grant Conditions, whether exercised or not, remain available throughout the Grant Period.
- 4.5 The award of a Grant shall not create any partnership or joint venture between the Funder and the Grant Recipient, nor authorise any party to make or enter into commitments for or on behalf of the other party.
- 4.6 The Funder shall not be responsible for any financial or other liability incurred by the Grant Recipient or any third party, whether direct or indirect, that arises from the use or application of the Grant or from any decision by the Funder to terminate the Grant.
- 4.7 These Grant Conditions shall be governed by and interpreted in accordance with the laws of England and Wales.
- 4.8 The Grant Recipient is not permitted to use the Grant for any political or lobbying activity or purpose.

### **5. Duration of Grant Conditions**

These Grant Conditions come into effect from the date of the Award Letter and continue until submission of all claims relating to the award and the submission of a satisfactory final report – whichever date is later; or until the Grant is terminated.

### **6. Termination**

The Funder shall be entitled to terminate the Grant at any time, providing reasons in writing within a reasonable timeframe.

## **7. Grant Recipient's obligations**

- 7.1 The Grant Recipient shall:
  - 7.1.1 use the Grant only for the Project in accordance with these Grant Conditions, any applicable Project Conditions and for no other purpose;
  - 7.1.2 ensure that the Project is managed in accordance with the Proposal and these Grant Conditions;
  - 7.1.3 inform the Funder promptly of any issue or material change that may affect the delivery of the Project by the required deadline. This includes but is not limited to changes to the timescale to implement the Project, change of the organisation leading the bid, and material changes to co-investment commitments;
  - 7.1.4 submit a Full Stage Bid, meeting the requirements provided in the general guidance for applicants, by the submission deadline stated in the Award Letter; Or, where a Full Stage Bid is found not to be viable, provide a detailed report using a proforma (supplied by the Funder on request) within 10 working days after the full bid deadline.
- 7.2 The award of the Grant is subject to the Project starting within 20 working days from the Funder's email notification of the award of the Grant to the Grant Recipient. The Funder reserves the right to withdraw the offer of the Grant if the Grant Recipient Partners do not meet Grant and Project Conditions within 20 working days of notification.

## **8. Payment of Grant**

- 8.1 The Funder will pay the Grant to the Grant Recipient in two instalments (timing to be confirmed by the Funder) on submission of a progress report and Claim by the Grant Recipient (template to be provided by The Funder).
- 8.2 The Funder shall pay the Grant within 30 working days of the Claim deadline (dates to be confirmed by the Funder), unless the Funder needs further information to support the Claim when payment falls due. The Funder will make such requests within 10 working days of the Claim deadline, or receipt of the claim (whichever is later).
- 8.3 The Grant Recipient acknowledges that payments of the Grant can only be made to the extent that the Funder has available funds.
- 8.4 The Funder shall not pay any Claim received more than 30 working days after the end of the Grant Period.
- 8.5 The Grant Recipient is responsible for maintaining detailed records and documentation relating to the Grant and application of the Grant. These should provide evidence that the Grant Recipient's eligible Project costs comply with all state aid rules, as outlined in paragraph 12. These records must be kept for 10 years following the end of the Grant and must be supplied to the European Commission within 20 days if requested.
- 8.6 The Funder may appoint an auditor to ensure that the Grant Recipient is complying with the Grant Conditions and the Project Conditions. The Grant Recipient agrees to give the auditor access to Project records within 2 weeks of notice of their appointment. If the auditor determines that the Grant Recipient should repay the Grant to the Funder, the Funder may recover the cost of the auditor's work from the Grant Recipient.

## **9. Monitoring**

- 9.1 The Grant Recipient's progress on the Project will be monitored by the Funder. The Grant Recipient will submit to the Funder:
- 9.1.1 progress reports, to include financial reporting, at two points during the Project (timing to be confirmed by the Funder);
  - 9.1.2 a final report on Seedcorn Stage activities and finances within 30 working days of the full bid deadline.
  - 9.1.3 See 7.1.4 if you are not submitting a full bid.
- 9.2 If further information is deemed necessary to satisfy the Funder of suitable use of the grant, the Grant Recipient will allow the Funder access to the Grant Recipient's employees, agents, premises, facilities and records to review the Grant Recipient's progress, and send the Funder any information, explanations and documents requested within 10 working days.
- 9.3 Any queries relating to monitoring of SIPF seedcorn awards should be directed to [SIPF@re.ukri.org](mailto:SIPF@re.ukri.org).

## **10. Suspension, Withdrawal and Repayment of Grant**

- 10.1 The Funder may suspend, withdraw or reclaim the Grant in whole or in part at any time if the Funder has concerns about the Grant Recipient's compliance with the Grant Conditions including but not limited to:
- 10.1.1 misuse of the Grant, including in a fraudulent or financially misleading way (or for purposes not related to the Project);
  - 10.1.2 false statements in any part of the Grant Recipient's application, monitoring reports or Project;
  - 10.1.3 Grant Recipient's failure to maintain satisfactory progress on the development of the Project;
  - 10.1.4 failure of the Grant Recipient to resolve any Funder concerns;
  - 10.1.5 evidence that the Grant Recipient has applied for and secured more than one grant funding award for the same activity within the Project or a project with similar scope;
  - 10.1.6 where the Grant Recipient becomes insolvent, is declared bankrupt, placed into receivership, administration or liquidation, or having a petition presented for winding up, or any similar arrangements that may affect the Grant Recipient financially.
  - 10.1.7 a change to the Grant Recipient's legal status which the Grant Recipient has failed to declare or has misrepresented to the Funder;
  - 10.1.8 Grant Recipient's failure to submit a Full Stage SIPF Bid (or report detailing why Full Stage Bid is not viable) as described in section 7.1.4.

## **11. Confidentiality and Information Management**

The Funder reserves the right to request access to any additional information it feels is necessary in relation to the funded activities. The Grant Recipient must provide or allow access to such information within 10 working days of a request. The Funder will treat the Grant Recipient's information in accordance with the Funder's policies and personal information charter, as notified to the Grant Recipient from time to time.

## 12. State Aid

- 12.1 It is the Grant Recipient's responsibility to ensure that the Grant awarded is used in ways that comply with the regulations governing the provision of state aid, and / or, is able to satisfy the tests that prove the funding does not constitute the provision of aid. The Grant Recipient shall advise the Grant Recipient's Partners to familiarise themselves with state aid rules and if necessary seek legal advice to inform their activities.
- 12.2 The Funder will stop grant payments if the Grant Recipient becomes subject to a recovery order which declares any aid the Grant Recipient has received illegal and incompatible with the internal market.
- 12.3 Where the Grant Recipient is required to repay any grant to the Funder that is found to be unlawful state aid, interest will be charged on the amount being reclaimed from the date of payment at the applicable legislated rate.
- 12.4 Grant Recipients are required to complete and return Annex A to the Funder with assurance that they have considered State Aid in relation to their Project, and are fully compliant with State Aid regulations. The Funder will notify the Grant Recipient of its acceptance of the Grant Recipient's declaration.
- 12.5 The Funder reserves the right to request further information confirming State Aid compliance, for instance in relation to its obligation to publish and monitor any Aid granted.
- 12.6 All records relating to State Aid must be kept for a minimum of ten years.

## 13. Freedom of Information

- 13.1 The Grant Recipient acknowledges that the Funder is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIRs**).
- 13.2 The Grant Recipient shall:
  - 13.2.1 provide all necessary assistance and cooperation as reasonably requested by the Funder to enable the Funder to comply with its obligations under the FOIA and EIRs;
  - 13.2.2 transfer to the Funder all requests for information relating to this agreement that it receives as soon as practicable and in any event within 2 working days of receipt;
  - 13.2.3 provide the Funder with a copy of all information belonging to the Funder requested in the request for information which is in its possession or control in the form that the Funder requires within 5 working days (or such other period as the Funder may reasonably specify) of the Funder's request for such information; and
  - 13.2.4 not respond directly to a request for information unless authorised in writing to do so by the Funder.
- 13.3 The Grant Recipient acknowledges that the Funder may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Grant Recipient. The Funder shall take reasonable steps to notify the Grant Recipient of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practicable for it to do so but (notwithstanding any other provision in this agreement) the Funder shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

## **14. Intellectual Property**

- 14.1 The Grant Recipient will ensure that it has the necessary rights to use or access any third party Intellectual Property needed to develop its Full Stage SIFP Bid.
- 14.2 Where the Funder has provided the Grant Recipient with any of its Intellectual Property for use in connection with the Project (including without limitation its name and logo), the Grant Recipient shall, on termination of this Grant, cease to use such Intellectual Property immediately and shall either return or destroy such Intellectual Property as requested by the Funder.

## **15. End of seedcorn grant assurance**

The Grant Recipient shall provide a written assurance that the Grant has been used in accordance with these Grant Conditions and any applicable Project Conditions at the end of the Grant Period.

## **16. Evaluation**

The Grant Recipient shall cooperate with the Funder in its evaluation of the UKRI SIFP programme and acknowledges that the Funder may include all projects that received funding from SIFP including the Grant Recipient's Project, in this programme-level evaluation.

## **17. UK Statutory Framework**

The Grant Recipient must comply with all applicable legislation in England and Wales in its use of the Grant and delivery of the Project, and in particular with its duties under the Data Protection Legislation, the Bribery Act 2010, the Fraud Act 2006 and the Modern Slavery Act 2015.

## **18. Publication of information**

- 18.1 There will be a strict embargo on announcing awards until the Funder advises the Grant Recipient that this has been lifted. Once the embargo on outcomes of this round is lifted, the Funder will coordinate with the Grant Recipient to make a public announcement. The Grant Recipient will not be permitted to make any disclosure or announcements relating to the award of Grant until authorised by the Funder.
- 18.2 In press and public relations materials, the Grant Recipient must acknowledge the source of funding as UKRI Strength in Places Fund. The Grant Recipient must use the UKRI logo (or any future name or logo adopted by the Funder) on all print and electronic media and shall comply with all reasonable branding guidelines issued by the Funder from time to time. Should the Grant Recipient wish to publicise the Project in any way whatsoever, it must obtain prior approval from the Funder by contacting the SIFP delivery team at [SIFP@re.ukri.org](mailto:SIFP@re.ukri.org).

## **19. Force majeure**

Where an event of force majeure, or a change to the Laws of England and Wales, UK government or devolved administration policy and/or the Legal Acts of the European Union occurs which affects the Funder's ability to continue funding the Grant Recipient's Project, the Funder may terminate the award by giving the Grant Recipient as much notice as possible in writing. In such circumstances, the Funder will meet any eligible costs the Grant Recipient has reasonably incurred and paid prior to the date of termination.

**ANNEX A – Strength in Places Fund seedcorn award State Aid declaration**

Please return to UKRI at: [SIPF@re.ukri.org](mailto:SIPF@re.ukri.org)

This document should be authorised by the Head of Organisation, Head of Finance or Head of Legal Compliance of the SIPF consortium lead organisation and returned at the earliest opportunity. **Funding will not be released unless compliance with state aid rules is confirmed.**

Following receipt of your signed declaration, we will notify you by email to confirm whether you have met our conditions. **Once we agree to release of funding, if you are giving Aid using the GBER, you must notify this through the SANI site within 20 days. You must then comply with all other reporting and monitoring requirements for GBER. Do contact us as soon as possible if there are any problems with your compliance.**

**Lead organisation name:** .....

**Title of project:** .....

**Assurance from Head of Organisation, Head of Finance or Head of Legal Compliance:**

- 1. I confirm that this organisation has satisfied itself as regards the legal position on State Aid and provides assurance that the legal advice received is based on a full understanding of the facts. In this regard, it is acknowledged that UKRI has **no** responsibility to review any legal advice this organisation has received or to identify and/or correct any errors. UKRI's role is limited to assuring itself to a reasonable extent that this organisation has considered any State Aid requirements fully.
- 2. I confirm that Aid shall not be awarded to an end-beneficiary who is subject to a recovery order or company in difficulty.<sup>1</sup>
- 3. In the event of non-compliance, this lead organisation agrees, on behalf of all entities to which this request relates, that all relevant parties will participate in any investigation that may be commenced and, if necessary, repay any State Aid awarded, plus interest, as ordered by the European Commission.
- 4. I note the obligation of this lead organisation to publish details of the award made to this organisation in line with European Commission monitoring requirements, and to fulfil all recording, reporting and monitoring requirements.
- 5. I confirm that this organisation will comply with any requirements by UKRI regarding the provision of information and acknowledge that UKRI may reject this request for funding if UKRI considers that the information provided is not sufficient or if there is otherwise a concern that State Aid rules are not complied with.

**Signed** .....

**Position** .....

**Name** ..... **Date** .....

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<sup>1</sup> Who are subject to insolvency orders or have sustained heavy losses in the last 12 months.