Freedom of Information request: 2019/0047 IUK

Thank you for your Freedom of Information request received on 11th February 2019 in which you requested the following:

Your Request:

I would like to request copies of all correspondence between persons representing Hybrid Air Vehicles and persons representing Innovate UK that mentions 'Airlander' under the Freedom of Information Act.

Our response:

I can confirm UK Research and Innovation hold information relevant to your request. Please find the following documents attached:

- 133144 Business success and growth meeting - Follow Up
- 20170810_133144_COL
- 20171017_133144 GCL
- Final Meeting 133144
- Re 133144 Airlander Luxury Tourism Design Development
- Re Applicants with Project Costs over 60
- RE Business Success and Growth Meeting (Design Foundations)
- RE Design Foundation Applicant Project Costs
- RE Evaluating the impact of your Design Foundations grant
- Re Hybrid Air Vehicles - Airlander application for Design Foundations 2
- Re Innovate UK - Design Foundations Round 2 - Application Update

Information has been redacted in the following circumstances:

Where a section of the information contained in the correspondence does not relate to your request, the information has been redacted.

We have also applied several exemptions to the information provided which are as follows:
Section 40(2) – Personal Information
We have redacted individual’s personal details, such as names and phone numbers from the correspondence. Section 40(2) of the Freedom of Information Act (FOIA) exempts information from disclosure if that information constitutes personal data of someone other than the requestor and if disclosure of that information would contravene any of the principles in the General Data Protection Regulations.

In this case, we believe disclosure would contravene the first data protection principle, which provides that personal data must be processed lawfully, fairly and transparently. Therefore, the requested information has been withheld and is exempted under Section 40(2) of the Act. As this exemption is absolute there is no requirement to conduct a public interest test.

Section 41 – Information provided in Confidence
We have determined that sections of the correspondence fall under the exemption contained in Section 41 of the FOIA, Information Provided in Confidence and have redacted this information.
To explain further, companies apply to Innovate UK in confidence and with the expectation that their correspondence, application, feedback and scoring data will be kept in confidence. If all the information present in the email were released we believe this would result in an actionable breach of confidentiality. As this exemption is absolute there is no requirement to conduct a public interest test.

Section 43(2) – Commercial Interests
We have also determined that certain information falls under the scope of Section 43(2) of the FOIA, where disclosure would result or likely result in a person’s (an individual, a company the public authority itself or any other legal entities) commercial interests being prejudiced. This is a qualified exemption, and therefore a test was conducted to determine whether the public interest outweighs the requirement for commercial confidentiality. The outcome of this test was that the need for confidentiality outweighed the public interest.

The Public Interest Test
It would be in the public interest to view all the correspondence exchanged between Innovate UK and Hybrid Air Vehicles regarding Airlander as public monies were used to fund this project. As this is the case it is important that Innovate UK are as transparent as possible.

However, the correspondence between Innovate UK and Hybrid Air Vehicles regarding Airlander contain commercially sensitive information such as detailed finance information and business plans, which were disclosed to Innovate UK in confidence. The agreement we have with participants in our programmes is that we will not release any confidential information without their permission. Releasing the full correspondence could be taken advantage of by competitors in planning competing strategies for further business opportunities.

We also considered the impact on Innovate UK if commercially sensitive information of companies we engage with were disclosed. We believe it would damage the trust in Innovate UK and likely impact our ability to carry out our role and manage our current and future investments.

We also consider the information that is already in the public domain. Information on all Innovate UK projects is published in their transparency data which is available in the following link HERE¹. Although correspondence isn’t published, it does give high level details on the project, including the cost and a description.

Taking the above arguments into account, we reached the decision that the need for commercial confidentiality outweighed the need of public interest; therefore, the information is exempt from disclosure.

¹ https://www.gov.uk/search/transparency-and-freedom-of-information-releases?organisations%5B%5D=innovate-uk
If you have any queries about this response please contact me, or if you are unhappy with the service you have received in relation to your request and wish to request a review of our decision, please write to:

**Complaints Officer**  
UK Research and Innovation  
Polaris House  
North Star Avenue  
Swindon  
SN2 1FL  
Email: foi@ukri.org

Please quote the reference number above in any future communications.

If you are still not content with the outcome of the review, you may apply to refer the matter to the Information Commissioner for a decision. Generally, the ICO cannot make a decision unless you have exhausted the review procedure provided by UKRI.

The Information Commissioner can be contacted at:

Information Commissioner  
Wycliffe House,  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

Enquiry/Information Line: Between 9am and 5pm Monday to Friday 0303 123 1113 or 01625 545745  
Further information about the Office of the Information Commissioner can be found at [http://www.ico.gov.uk/](http://www.ico.gov.uk/)

Yours sincerely,

[Redacted]  
UK Research and Innovation, Information Governance Team  
Email: foi@ukri.org
Good Afternoon Gents,

thank you very much for your time yesterday, it’s always quite a nice experience to walk someone through the evolution of a project.

If you would like any more details please feel free to reach out to me.

Kind Regards

Web: www.hybridairvehicles.com

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Dear

Technology Strategy Board: Design Foundations Round 2
Project Title: Airlander Luxury Tourism Design Development

I am pleased to inform you that subject to the terms and conditions of this letter the Technology Strategy Board, an Executive Non-Departmental Public Body created under the Science and Technology Act 1965 and established by Royal Charter (English Company Number RC000818) whose registered office is at Polaris House, North Star Avenue, Swindon, SN2 1FL, ("The TSB"), is prepared to make a contribution under section 5 of the Science and Technology Act up to a maximum of £59,844 (Fifty Nine Thousand Eight Hundred and Forty Four Pounds) ("the Grant") towards the eligible costs (estimated at £99,740) of the Project as outlined in the proposal referenced above. The Project is to be carried out by Hybrid Air Vehicles Limited (Co. No. 06270723) ("the Organisation")
Terms and Conditions of the Offer

Although the TSB has as its trading name “Innovate UK”, its legal identity remains the Technology Strategy Board, hereinafter referred to as “the TSB”.

1. Acceptance of Offer

1.1. This offer is conditional and will only be confirmed upon successful completion of the following steps within two months of the date of this offer letter:

1.1.1. the TSB receiving acceptance of this offer in the prescribed form, as detailed in Annex 1, duly signed by a director, or other authorised signatory of the Organisation; and

1.1.2. the TSB is in receipt of bank details for the Organisation on its headed paper as outlined in Annex 2. The Organisation shall ensure that its registered name and company number on the bank details it provides are the same as those in which it applied for Grant and accepted this offer by return of Annex 1, and its failure to do so may result in delays to the offer being confirmed and/or the offer being withdrawn; and

1.1.3. the TSB receiving an initial Financial Forecast for the Organisation showing the anticipated spend of the Project broken down into quarter year periods (“Quarters”) throughout the life of the Project, commencing at Quarter 0 (from the start date of the Project), an example of which is provided at Annex 3. This should be sent promptly to the appointed Monitoring Officer (“MO”) for onward submission to the TSB; and

1.1.4. the TSB receiving a detailed Project Plan breaking down the original proposal for delivery of the Project into individual packages of work with assigned estimates of the resources and timescales needed to achieve each of them. An example of the information required is provided in Annex 4. This should be sent promptly to the appointed MO for onward submission to the TSB; and

1.1.5. the TSB receiving a Milestone Register showing key milestones with an assessment of cost to each milestone. This should be sent promptly to the appointed MO for onward submission to the TSB. An example of the information required is provided at Annex 4; and

1.1.6. the TSB receiving an Exploitation Plan for the Project, containing further information, including the market and business opportunities, from that provided in the original application, setting out how the Organisation will exploit the results of the Project to increase the economic growth and quality of life of the nation states of the UK and/or EEA (the “Exploitation Plan”). This should be sent promptly to the appointed MO for onward submission to the TSB; and

1.1.7. satisfactory completion of reviews by or on behalf of the TSB of the Project information and status of the Organisation; and

1.1.8. the documents detailed in paragraphs 1.1.1 to 1.1.2 either:

1.1.8.1. posted in hard copy to Grants & Contracts Team, Technology Strategy Board, Polaris House, North Star Avenue, Swindon, SN2 1FL; or
1.1.8.2. emailed in PDF format to the email address grants@innovateuk.gov.uk, quoting the TSB file reference above; or

1.1.9. such variation of the documents detailed in paragraphs 1.1.1 to 1.1.7 as the TSB and the Organisation may agree in writing.

1.2. When the conditions specified in 1.1 have been successfully met, the TSB will send a Grant confirmation letter (“the Confirmation Letter”) to the Organisation which may include additional conditions that reflect the reviews undertaken by, or on behalf of, the TSB. The offer of Grant, with the additional conditions, will become binding once acceptance of the Confirmation Letter has been signed, returned by the Organisation and received by the TSB. The Confirmation Letter should be sent to the addresses specified in paragraph 1.1.8 in either of the formats specified, to be received by the TSB within 1 month of the date from which it was sent to the Organisation. If the acceptance conditions in paragraphs 1.1.1 to 1.1.9 are not met, within 2 months of the date of this offer letter, or the Confirmation Letter is not returned within 1 month of issue, the offer of the Grant will lapse automatically without any further notice. However, the offer may be renewed or extended by the TSB in its absolute discretion.

2. **Start Date**

2.1. The Project shall not start until the Confirmation Letter has been signed and returned by the Organisation to the TSB. The Project Start Date (“the Project Start Date”) and Project End Date (“the Project End Date”) shall be as stated in the acceptance of the Confirmation Letter completed by the Organisation, unless otherwise agreed by the TSB.

2.2. The term “Year” refers to consecutive 12-monthly periods starting on the Project Start Date, and the term “Quarter” refers to consecutive three-monthly subdivisions of each Year starting on the Project Start Date or its Quarterly anniversary.

2.3. The Project shall continue from the Project Start Date until Project Completion, which, for the purposes of this Agreement, is the Project End Date unless otherwise agreed by the TSB.

3. **Project Monitoring**

3.1. The TSB shall monitor the progress of the Project in accordance with the TSB’s project monitoring guidelines as updated from time to time (“Project Monitoring Framework”). A copy of the current Project Monitoring Framework will be supplied to the Organisation on request.

3.2. The Project shall be assigned a MO who will be the primary point of contact for the Project over its lifetime, and will monitor the Project throughout and report progress to the TSB on a periodic basis.

3.3. If during the Project the Organisation is or becomes aware of any impediment relevant to the progress, outcomes or exploitation of the Project, the Organisation shall promptly inform the TSB, via the MO.

3.4. The Project will be monitored on a quarterly basis. Such monitoring will comprise Quarterly Review Meetings (“QRM”) between the Project and the MO to review the
Project’s progress, and may include a Project visit. Dates for reviews should be agreed directly with the MO.

3.5. At Project Completion, the Organisation will be required to supply the MO with the following:

3.5.1. the Final Report; and
3.5.2. confirmation that the Independent Accountant’s Report has been submitted; as required in Annex 6; and
3.5.3. Confirmation that the final claim has been submitted.

4. Organisatior’s Obligations following Confirmation of Award

It is a condition of the Agreement that the Organisation shall comply with the following:

4.1. the Organisation must register on _connect, the TSB’s web-based platform, through which the Project will be monitored and administered. The Organisation is required, therefore, to provide the contact details of the authorised individual who will be accessing _connect in connection with the claims administration of the Project on behalf of the Organisation, as set out in Annex 1. Registration requires the authorised individual to go on to _connect, by visiting the website https://grants.innovateuk.org/, and click the “register” link. Once the authorised individual has submitted the required details, they will receive an activation code to complete the registration process. The email address used to create the account MUST be the same as the Finance and Claims contact as completed in Annex 1; and

4.2. the Organisation must submit a forecast upon registration on _connect, in order to ensure that accruals have been made for your future grant requirements;

4.3. the Organisation must ensure that the Project is managed in accordance with the Project proposal, the Project Plan, and the terms of this Agreement, including the prompt submission of Grant claims by itself;

4.4. the Organisation must appoint a project manager to carry out the day-to-day management of the Project and to act as the focal point for all contact with the TSB;

4.5. the Organisation must provide the TSB with the Final Report of the Project within 3 months of the Project End Date (or such other date as agreed between the parties in writing), which should be emailed as a PDF to grants@innovateuk.gov.uk;

4.6. the Organisation must inform the TSB promptly in writing of any cessation of work on the Project and of any event or circumstance likely to affect significantly the ability of the Project to deliver the aims of the Project as set out in the Project proposal, the Project Plan or the Exploitation Plan. The Organisation shall also inform the TSB in writing as soon as it becomes aware that any of the events referred to in paragraph 7 has taken place;

4.7. the Organisation must ensure that Grant claims are submitted promptly as required by paragraph 5;

4.8. Failure to comply with any of the conditions in this section 4 will result in claims being neither processed nor paid.

4.9. All projects must have their costs invoiced by March 2018.
5. **Financial**

5.1. The Grant will be payable at a rate of up to 60.00% of the net eligible costs (as defined and detailed in Schedule 1) incurred and paid on or after the Project Start Date and on or before the Project End Date declared by the Organisation in the acceptance of the Grant Confirmation Letter. The actual Grant rate will be confirmed in your Grant Confirmation Letter. Subject to paragraph 7, the Grant will be payable by instalments on submission by the Organisation of a claim and the supporting information set out in paragraph 5.3.

5.2. Unless the TSB otherwise agrees, claims for costs incurred and paid must be submitted promptly on a quarterly basis commencing from the Project Start Date.

5.3. Claims must be supported by the following:

   5.3.1. a current forecast as at the claim date of the Project costs to the end of the Project, detailing for the Organisation the expected costs for each future claim period, entered with the claim by the Organisation and highlighting any significant variations from the last forecast; and

   5.3.2. all award holders should be aware that any variance greater than 20% between the original forecast and actual expenditure for each forecast interval will be subject to review and may affect the eligibility of the claim value.

   5.3.3. confirmation that the Organisation has incurred and paid the eligible costs in respect of which claims have been made. For this purpose a report in the form set out in Annex 7 (the “Accountant’s Report”) must be provided by a qualified independent accountant of the Organisation (the “Independent Accountant”) at every interval set out in Annex 6. The Independent Accountant must be appointed by the Organisation in accordance with the Terms of Engagement set out in Annex 5. All costs must be supported by an Independent Accountant’s report, and any uncertified costs will be ineligible for grant.

   5.3.4. if requested by the TSB, the latest published annual accounts or management accounts of the Organisation. For the avoidance of doubt, nothing in this paragraph shall require the Organisation to provide financial information in breach of any law, order or regulation restricting such disclosure; and

   5.3.5. In exceptional circumstances, the TSB may also require an Accountant’s Report to be submitted before the final claim. Such exceptional circumstances shall include without limitation:

      5.3.5.1. withdrawal from the Project,
      5.3.5.2. termination of the Project,
      5.3.5.3. a claim disclosing expenditure substantially greater than forecast, or
      5.3.5.4. a suspicion of a breach of this Agreement.

5.4. When making claims pursuant to paragraph 5.1, the following applies:

   5.4.1. recoverable Value Added Tax (“VAT”) is not an eligible cost for claims purposes;

   5.4.2. claims must be for costs incurred and paid for wholly completed quarters only (the Organisation is not allowed to submit more than one claim to the TSB relating to any particular calendar quarter), except for the final Quarter where
the Organisation may submit a claim for costs incurred but not necessarily defrayed prior to the Project End Date, provided that:

5.4.2.1. the payment is for eligible labour, overhead and/or travel and subsistence costs only;
5.4.2.2. the payment is defrayed within 30 days following the Project End Date; and
5.4.2.3. the payment is included within the final Independent Accountant’s Report.

Failure to comply with this paragraph 5.4.2 will result in the TSB reclaiming Grant against all such costs incurred.

5.4.3. once a claim and the supporting documentation set out in paragraph 5.3 has been received by the TSB, the corresponding Grant will normally be paid within 30 days, unless it is necessary for the TSB to seek further information to support the claim;

5.4.4. where the TSB needs to seek further information to support or understand the claim, the TSB agrees to contact the Organisation within 14 days of the claim being received;

5.5. The TSB shall be under no obligation to make any payment on claims received later than 30 days after the Quarter during which the eligible cost(s) specified in the claim was incurred and paid by the Organisation;

5.6. The TSB shall be under no obligation to make any payment on claims received later than 3 months after completion of the Project, and there will be a general presumption that claims received after this date will not be paid;

5.7. The TSB reserves the right not to consider new applications from organisations who have failed to return required financial reports on any projects funded by the TSB.

5.8. Notwithstanding the provisions of paragraph 5, the TSB is under no obligation to pay more than 85% of the Grant to the Organisation until all outstanding claims and their supporting information, as set out in paragraph 5.3, have been received and the final Accountant’s Report has been approved, such approval not being unreasonably withheld or delayed. Failure to comply with the provision of the Independent Accountant’s Report shall be considered to be a breach of the Agreement under paragraph 7.4.

5.9. Where the Organisation is a Large Company, according to the definition provided by the European Commission, in receipt of Grant of £2,000,000 (Two Million Pounds) or more, the TSB shall retain any cumulative unspent Grant awarded to the Project for distribution to other innovation projects.

5.10. The TSB and the Organisation are jointly and individually responsible for maintaining detailed records with the information and supporting documentation necessary to establish that all the conditions set out in this grant offer letter comply with all applicable State aid rules, as outlined in paragraph 9. Such records shall be maintained for 10 years following the granting of the aid and shall be made available to the Commission within a period of 20 working days if requested.

5.11. The TSB reserves the right to appoint an auditor to ensure compliance with the terms and conditions of the Agreement and the Organisation agrees to give access to that
auditor within two (2) weeks of notice of their appointment. In the event that the auditor determines that the Organisation should repay Grant to the TSB, the TSB reserves the right to recover the cost of the auditor’s work on this project.

6. Changes to the Project

6.1. In the event that during the period of the Project, any material change occurs, or is likely to occur, to:

6.1.1. the expected delivery timescales or outcomes for any work package or the Project as a whole; or

6.1.2. the Project’s costs, budget, or allocation of costs between budget line headings; or

6.1.3. the ability of the Organisation to deliver the Project in accordance with the Project Plan and the Exploitation Plan;

then the Organisation must inform the TSB’s MO promptly and work with the TSB to ensure a mutually acceptable beneficial arrangement can be agreed.

7. Suspension, withdrawal and repayment of grant

7.1. There may be occasions when the TSB is required to suspend, withdraw or reclaim the Grant in whole or in part. In doing so the TSB shall at all times act reasonably and in consultation with the Organisation. The TSB will use reasonable efforts to minimise the impact of any such actions on the ability of the Organisation to deliver the Project’s outcomes as set out in the Project proposal and Exploitation Plan. In such circumstances, the TSB will notify the Organisation and, where reasonable, work with the Organisation to resolve any underlying issues before taking such action.

7.2. In particular, but not exclusively, the TSB may suspend Grant payments to the Organisation in the event of any of the following:

7.2.1. the reasonable suspicion of fraud involving the Organisation; or

7.2.2. failure to maintain satisfactory progress on the Project; or

7.2.3. any material changes to the proposed outcomes of the Project.

7.3. In particular, but not exclusively, the TSB may withdraw future Grant payments from the Organisation in the event of any of the following:

7.3.1. the failure of the Project to provide any of the information required in paragraph 5;

7.3.2. failure to maintain satisfactory progress on the Project;

7.3.3. any error in the Project proposal which significantly changes the expected benefits accruing from the Project or its exploitation;

7.3.4. the Organisation becomes insolvent, or is declared bankrupt, or is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due, or the
Organisation does or suffers anything substantially equivalent to any of the foregoing;

7.3.5. there is any change in the legal status or the actual or effective ownership or control of the Organisation;

7.3.6. there is a breach of the state aid rules as set out paragraph 9.

7.4. In particular, but not exclusively, the TSB may require repayment of Grant from the Organisation forthwith in the event of any of the following:

7.4.1. an overpayment of Grant has occurred whether disclosed by a report or otherwise and as soon as demanded by the TSB or upon the Organisation becoming aware, whichever occurs first;

7.4.2. It is found that the Organisation, knowingly or unknowingly, has provided false information associated with, or in support of, the Grant application;

7.4.3. the project is insufficiently resourced or managed to achieve delivery;

7.4.4. fraud or the claiming against Grant of costs not actually incurred and paid;

7.4.5. the use of Grant funds for purposes unconnected with the Project;

7.4.6. a breach of state aid rules as set out in paragraph 9;

7.4.7. the material failure of the Organisation to use reasonable efforts to progress the Project or perform the work it agreed to perform under the Project Plan and/or Exploitation Plan submitted to the TSB; or

7.4.8. the Organisation does not comply with, or observe, any other condition of this Agreement and, following notice by or on behalf of the TSB, the breach is not remedied within 14 days.

8. Confidentiality and Information Management

8.1. The TSB reserves the right to request from the Organisation access to any additional information deemed necessary by the TSB in connection with this Grant. The Organisation must provide or allow access to such requested information within two (2) weeks of such a request.

8.2. The TSB shall retain the Organisation’s Personal Data and Confidential Information in confidence and only use such information in the manner detailed in the TSB’s Information Management Policy, as published on its website. Information shall only be disclosed by the TSB in accordance with the Information Management Policy (obtained from support@innovateuk.gov.uk) and section 12.

9. State Aid Obligations

9.1. The Organisation shall not act in any way to undermine TSB’s ability to comply with the terms of its Research, Development and Innovation Scheme (TSB2/2014) operating under Commission Regulation (EU) No 651/2014 ("the General Block Exemption Regulation (GBER)").
9.2. The Organisation must inform the TSB of any other public funding applied for or awarded against the eligible costs covered by this offer. It is the responsibility of the Organisation to ensure that its cumulative total of public funding does not exceed those limits stated in TSB2/2014 and GBER.

9.3. No payments shall be made to the Organisation if it becomes subject to a recovery order following a previous Commission decision declaring any aid illegal and incompatible with the internal market.

9.4. The Organisation confirms that it is not a company in difficulty as defined in Article 2.18 of GBER and commits to informing the TSB as soon as reasonably practicable of a change in this status. The TSB reserves the right to terminate the agreement if the Organisation’s status changes.

9.5. Further to paragraphs 7 and 9.1, the TSB may vary or withhold any or all of the payments and/or require repayment of grant already paid, **together with interest from the date of payment at the applicable legislated rate**, if the TSB is required to do so as a result of a decision by the European Commission arising from a breach of State aid regulations.

9.6. No subcontract may be made which would constitute a breach of State aid obligations.

10. **Intellectual Property**

10.1. For the avoidance of doubt, the TSB has no interest in the ownership of any intellectual property rights (“IPRs”) or other rights developed under or arising as a result of the Project, or in the terms of any IPR licences executed by the Organisation, beyond ensuring that the results and exploitation of the Project detailed in the Project proposal and Exploitation Plan are capable of being achieved. The TSB also has no financial interest in or claim over any financial benefits arising directly or indirectly from the Project beyond the right to withdraw or reclaim the Grant as set out in Paragraph 7.1.

10.2. Throughout the period of the Project the Organisation shall make commercially reasonable enquiries concerning pre-existing third party IPRs that may adversely affect the achievement of the intended Project objectives and/or outcomes and shall use its best endeavours to ensure that there are no impediments to the effective carrying out of the Project and/or the exploitation of the Project’s results. In the event of a successful claim being made against the Organisation for a breach of IPRs relating to the Project, the TSB reserves the right to reclaim Grant paid.

11. **Exploitation of Project Results**

11.1. The Organisation is expected promptly to refine and update the Exploitation Plan, which is a key deliverable of the Project, to reflect the results as the Project progresses.

11.2. During the period starting on the date on which the final payment of Grant is made and ending five (5) years thereafter (the “Exploitation Period”) the Organisation shall take reasonable steps to exploit the results of the Project as set out in the Project proposal and/or Exploitation Plan, or by other means acceptable to the Organisation and the TSB. The TSB is prepared to consider alternative means of exploitation where this brings increased economic growth or improved quality of life to the UK or wider European Economic Area (“EEA”) equivalent to that offered by the Project proposal.
11.3. On Project Completion, and for a period of up to 5 years thereafter, the TSB may wish to evaluate the impact of funding awarded to the Project. The Organisation are expected to comply with all reasonable requests for information made for this purpose.

12. Statutory Framework

12.1. The TSB is subject to the requirements of the Freedom of Information Act 2000 ("FOIA"). Where any request is made to the TSB under FOIA for the release of information relating to the Project, and such information would reasonably be considered as confidential, the TSB shall notify the Organisation of the request as soon as is reasonably practicable after becoming aware of it. The TSB shall not disclose any information belonging to the Organisation without first considering and discussing with the authorised signatory of the Organisation whether sections 41 and/or 43 of the FOIA are applicable.

12.2. The TSB agrees to comply and have adequate measures in place to comply fully and at all times with the provisions and obligations contained in the Data Protection Act 1998, as amended from time to time.

13. Publication of Information

13.1. The TSB publicises the results of competitions and applications. This includes posting material on its website, making references to projects at events, social media activity, references in presentation material, and engagement with the media. In accepting the Grant, the Organisation agrees to the TSB’s use of the public description of the Project already provided for publicity purposes.

13.2. The Organisation is actively encouraged to seek its own publicity. The TSB may, however, have specific requirements on timing, on occasions when a Government announcement is due to take place involving a specific competition or project. If this happens, the TSB will contact the Organisation to request its publicity is aligned with the Government announcement and that it defers any publicity until an agreed date.

13.3. Should the Organisation wish to publicise the Project in any way whatsoever (i.e. engagement with the public in any form, including media) it should read the TSB’s guide “Publicising your project: guidelines from the TSB” available on request from the TSB’s Press Office (pressoffice@innovateuk.gov.uk). This guide outlines the TSB’s expectations and provides a good reference for those wishing to communicate about their projects. The guide covers the drafting of all publicity material, provides style guides and boilerplate text for press releases, and how and when you need to consult with the TSB. Please refer to this guide when planning or drafting material for all publicity work referencing the TSB support or funding. Responsibility for all wording used in any publicity material rests with the Organisation.

13.4. The TSB reserves the right to publish and hold on its publicly accessible project database the Project information provided in the application to comply with Government practice on openness and transparency of public-funded activities for projects in receipt of grant. This information includes: Project title; the abstract (a brief public-facing description of the Project); the total Project cost and Grant; the contact details of the Project Manager; the duration of the Project and start and end dates; and the name and geographical location of the Project. Within the limits set by Government, the TSB may, in certain circumstances and with good reason, respect the wishes of the Organisation if it does not want some of the information about the Project to be disclosed.
13.5. The Organisation may also be required to produce a description of the Project for use and publishing by the TSB in addition to the information provided elsewhere as part of the Grant application and under this Agreement.

13.6. The TSB may develop project case studies or ‘success stories’ (which are distinct from examples of projects used in press releases) in order to highlight the successes of the organisations we work with and publicise our activities and the benefits of our programmes. All material for case studies will be agreed with the Organisation before it is disclosed.

13.7. The TSB will only disclose confidential information relating to the Project and/or its results with the prior written agreement of the Organisation.

14. Dispute Resolution

14.1. In the event that a dispute arises between the TSB and the Organisation, the affected parties shall attempt to resolve such dispute in the first instance by referring the matter to their Chief Executive Officers, or nominated equivalent, who will meet to try and negotiate a settlement in good faith. In the event that these Officers are unable to resolve the matter to the satisfaction of all parties, the parties hereby agree to submit to arbitration by the London Court of International Arbitration (“LCIA”), the decision of which shall be binding on all of them.

15. General

15.1. In the event that the TSB’s ability to deliver Grant funding is significant affected by Force Majeure or circumstances beyond its control, including but not limited to changes in laws, UK Government or devolved administration policy and/or European Union policy or regulations, it may, in its absolute discretion, terminate the Grant and discontinue payments to the Organisation by giving the Organisation, with due regard to the circumstances, such reasonable notice as possible, and in writing, of its decision to terminate the Award. In such circumstances, and unless illegal or unethical factors have contributed to the decision to terminate the award, the TSB will meet any eligible Project costs reasonably incurred by the Organisation prior to the date of termination.

15.2. The TSB reserves the right to vary the terms and conditions of this offer letter unilaterally and at any time by giving the Organisation three (3) months’ notice of any such variation before it is due to take effect.

15.3. The Organisation may not assign, transfer, sub-contract, or in any other way make over to any third party any of its rights or obligations under this Agreement.

15.4. Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

15.5. This Agreement shall not create any partnership or joint venture, nor any relationship of principal and agent, between the parties, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

15.6. This Agreement is made solely for the benefit of the parties to it and it is not intended to benefit or be enforceable by any other person.

15.7. The TSB:
15.7.1. accepts no liability for any consequences, whether direct or indirect, that may come about from the Organisation undertaking the Project, the use of the Grant, or the withdrawal of the Grant; and

15.7.2. limits its liability to payment of the Grant in any event.

15.8. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

15.9. No Grant funded activity should be used to further party political considerations, or for party political purposes, or for lobbying for political parties, nor should personal political views influence project activity in relation to the Grant. Should this term be breached it may lead to the suspension, withdrawal or clawback of the Grant by the TSB.

16. **Entire Agreement**

16.1. Acceptance of this offer constitutes agreement in full to the terms and conditions set out in this letter and Confirmation Letter ("the Agreement"). No amendment to the terms of this Agreement will be effective unless and until confirmed in writing by, and on behalf of, the TSB. This Agreement constitutes the entire agreement between the TSB and the Organisation relating to this Grant, although it is understood that the TSB may have relied upon representations made by the Organisation prior to the acceptance of the Grant. For the avoidance of doubt, no representations have been made by the TSB and relied upon by the Organisation relating to this Agreement.

Yours sincerely

[Signature]

Head of Monitoring, Assurance and Operational Policy
On behalf of the Technology Strategy Board
Annex 1

ACCEPTANCE OF CONDITIONAL OFFER
Technology Strategy Board: Design Foundations Round 2
Project: Airlander Luxury Tourism Design Development
File Ref: 133144
Application Ref: 98274-580256
Project Duration (months): 6
Offer Letter Date: 14th August 2017

Please note that your project has now been given the Technology Strategy Board File Reference number: 133144.

You are required to use this File Reference number in all future communications with the Technology Strategy Board.

The Project may not start until all conditions of the Grant Offer letter have been met and the Organisation has received and returned signed acceptance of the Grant Confirmation Letter.

Please note: Projects will not be visible on the _connect platform until all the offer letter conditions have been met and the grant confirmation letter has been received by the Technology Strategy Board.

Total eligible project costs £99,740
Grant offered: £59,844

The Project Manager is
a. Name: ……………………………………………………………………………

b. Address: ………………………………………………………………………

c. Telephone: ………………………………………………………………………

d. E-mail: ……………………………………………………………………………

The contact for finance and claims is
a. Name: ……………………………………………………………………………

b. Address: ………………………………………………………………………

c. Telephone: ………………………………………………………………………

d. E-mail: ……………………………………………………………………………

e. Date registration on _connect completed........................................................

The Organisation:
• confirms that it has its own funding in place to manage the cash flow of the project and
• accepts the offer set out above.

Signed:      Name:      Date:

Director or duly authorised Officer for and on behalf of Hybrid Air Vehicles Limited (Co. No. 06270723)
Dear [Name],

GRANT CONFIRMATION LETTER
Technology Strategy Board: Design Foundations Round 2
Project Title: Airlander Luxury Tourism Design Development

The Technology Strategy Board is pleased to inform you that the conditions of our conditional offer letter dated 14 August 2017 have now been met and that consequently the grant offer to you and the other participants is now unconditional.

The amount of the grant and individual participant entitlements is contained in Appendix 1. The grant entitlement reflects the outcome of the financial review of project information that we have undertaken in consultation and agreement with participants. It is not subject to further negotiation.

Any additional conditions of the grant, arising from reviews of project information, participant status or other issues discussed with you, are contained in Appendix 3 if applicable.

You now need to:
- complete Appendix 2
- sign and date it
- return it in hard copy to the Grants Team at the address below and
- send a pdf by e-mail to: grants@innovateuk.gov.uk, copying in your Monitoring Officer at the same time.

Please note that the start date you provide cannot be changed without express permission from us through your nominated Monitoring Officer.

We wish you every success with your project.

Yours sincerely,

[Name]
Delivery and Insight Manager
On behalf of the Technology Strategy Board
ELIGIBLE COSTS AND FUNDING ENTITLEMENT

APPENDIX 1

File Ref: 133144
Application number: 98274-580256
Date: Thursday, 19 October 2017
Technology Strategy Board: Design Foundations Round 2
Project Title: Airlander Luxury Tourism Design Development

<table>
<thead>
<tr>
<th>Industry Costs</th>
<th>Hybrid Air Vehicles Limited</th>
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<tr>
<td>Total Eligible Costs</td>
<td>£99,740</td>
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<tr>
<td>Rate of Grant (%)</td>
<td>60.00%</td>
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<tr>
<td>Total Grant</td>
<td>£59,844</td>
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</table>
ACCEPTANCE OF OFFER

FILE REF: 133144
APPLICATION NUMBER: 98274-580256
DATE: THURSDAY, 19 OCTOBER 2017
TECHNOLOGY STRATEGY BOARD: DESIGN FOUNDATIONS ROUND 2
PROJECT TITLE: AIRLANDER LUXURY TOURISM DESIGN DEVELOPMENT

I accept the offer set out in the grant offer letter and in the schedules attached and make the following declarations:

(a) For the purposes of the offer:
   (i) Project Start Date ......................................
   (ii) Project End Date ......................................

For ease of administration, the Project Start Date should always lie on the start of a calendar month, and the Project End Date at the end of a calendar month.

If the details below have changed since you accepted the conditional offer letter, please complete as appropriate.

(b) (i) The consortium’s Project Manager is:
    Name: ..........................................................
    Address: .....................................................
    Telephone: ..................................................
    E-mail: .....................................................

(ii) Contact for finance contractual issues:
    Name: ..........................................................
    Address: .....................................................
    Telephone: ..................................................
    E-mail: .....................................................

Signed: ..........................................................
Director for and on behalf of Hybrid Air Vehicles Limited

* insert name: ..........................................................

Date: ..........................................................

OFFICIAL
NOT APPLICABLE
Hi [Name]

Just to let you know that the Final Meeting for 133144 will be on 18th April 2018 at Airlander’s premises. You are very welcome to join us.

Full details to follow once I have made travel arrangements - probably starting at ~ 12:00 noon.

Best wishes,

[Name]
No, sorry, all claims for these projects need to be received by 31\textsuperscript{st} March 2018.

I understand this was originally a 6 month project, starting in August, so there should be scope for an extension of 2 or 3 months assuming the project started on time.

Regards,

\[
\]

Is that 31\textsuperscript{st} March 2019?

Best wishes,

\[
\]

31\textsuperscript{st} March in this case.

Cheers,

\[
\]
To: [REDACTED]
Subject: RE: 133144 Airlander Luxury Tourism Design Development

Hi [REDACTED],

Is the financial year end the same as the tax year, 5th April?

Best wishes,

[REDACTED]

---

From: [REDACTED]
Sent: 01 December 2017 15:30
To: [REDACTED]
Subject: Re: 133144 Airlander Luxury Tourism Design Development

Hi [REDACTED],

Indeed, I did read about the accident and wondered whether it might impact on the design project. Any time extension that still allows the project to complete within the 17/18 FY should be pretty straightforward.

Regards,

[REDACTED]

---

From: [REDACTED]
Date: Friday, 1 December 2017 at 15:16
To: [REDACTED]
Subject: 133144 Airlander Luxury Tourism Design Development

Hi [REDACTED],

I'm the MO for this one.

This has delayed things somewhat and [REDACTED] has asked me to make an informal enquiry regarding a delay of up to two months in finishing the project. As long as this is permitted we will get a PCR in motion. I look forward to hearing from you.

Best wishes,

[REDACTED]
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Just the Excel gremlins causing mischief I'm sure!
I'm just cautious that I don't approve/exclude the wrong projects by mistake.

Going to cry now... let me get ___ to check this

This list still doesn't look quite right to me...
should, I'm pretty sure, be from a company called Hybrid Air Vehicles
Hi [Name],

I looked at the spreadsheet you attached but I think it might have some errors – the project titles, names and abstracts don’t all seem to align.

- [Project Name]
  - The project “Airlander Luxury Tourism Design Development” should, I think, be from a company called Hybrid Air Vehicles (I approved it), but their name doesn’t appear?

Please could you double check it?

Regards,

[Name]

---

From: [Name]
Date: Friday, 23 June 2017 at 11:17
To: [Name]
Subject: Applicants with Project Costs over £60

Hi [Name],

I have [Number] applicants with costs over the £60K total project costs

Not sure why as that is very high – please see attached – can you advise if any one spoke to you about their costs please?

Do you want them taken out?

Regards

[Name]

Innovate UK
Polaris House, North Star Avenue, Swindon SN2 1FL
www.innovateuk.gov.uk
From:  
Sent: 12 April 2018 16:32  
To:  
Subject: RE: Business Success and Growth Meeting (Design Foundations)

No problem at all, it would’ve been nice to meet you. On the plus side (for you) you won’t be missing out on seeing Airlander as unfortunately we lost the ship in November. It made this project even more important!

All the best

From:  
Sent: 12 April 2018 12:57  
To:  
Subject: Re: Business Success and Growth Meeting (Design Foundations)

Apologies, realised my response went to but not . Again, sorry that I can’t make it.

Regards,

From:  
Date: Thursday, 12 April 2018 at 12:56  
To:  
Subject: Declined: Business Success and Growth Meeting (Design Foundations)

Hi

This is another of my design projects, but unfortunately (much as I’d love to see the Airlander) I have other commitments on the 18th so won’t be able to attend the business success and growth meeting.

I hope it goes well, and I’ll read the final report with interest.

If you’re interested/available, the design project gathering that I mentioned yesterday is in London on 22nd May, and you can register here:

Regards,

North Star House, North Star Avenue, Swindon SN2 1UE

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Thank you for this. You have been very helpful during this process and it is greatly appreciated.

Best regards

Hi

Regards,

Hi

Hi

Hi
Hi

Regards,

From: [Redacted]
Date: Wednesday, 14 June 2017 at 17:27
To: [Redacted]
Cc: Customer Support Service <Support@innovateuk.gov.uk>,
Subject: RE: Design Foundation Applicant Project Costs

Hi

Regards,

From: [Redacted]
Date: Wednesday, 14 June 2017 at 17:27
To: [Redacted]
Cc: Customer Support Service <Support@innovateuk.gov.uk>,
Subject: RE: Design Foundation Applicant Project Costs

Hi

Regards,
Best regards

From: [Redacted]
Sent: 09 June 2017 18:07
To: [Redacted]
Cc: [Redacted]
Subject: Re: Design Foundation Applicant Project Costs

Dear [Redacted],

Following our conversation on Thurs 8th June, I’m happy to approve total costs of up to £100,000 for this project, subject to other application eligibility and scope criteria.

Kind regards,

[Redacted]

Innovate UK
Polaris House, North Star Avenue, Swindon, Wiltshire, SN2 1UH

www.innovateuk.org
Follow Innovate UK on: Twitter LinkedIn Facebook YouTube

Join the Design Foundations LinkedIn group, connecting businesses and designers

From: [Redacted]
Date: Thursday, 8 June 2017 at 18:03
To: [Redacted]
Cc: [Redacted]

Customer Support Service <Support@innovateuk.gov.uk>
Subject: Design Foundation Applicant Project Costs
Many thanks

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From: [Redacted]
Sent: 05 April 2018 13:46
To: [Redacted]
Subject: RE: Evaluating the impact of your Design Foundations grant

We have a dates in the diaries for this now thank you.

Many thanks

From: [Redacted]
Sent: 13 September 2017 10:50
To: [Redacted]
Subject: Evaluating the impact of your Design Foundations grant

Dear [Redacted]

Innovate UK is undertaking an on-going survey of the Design Foundations grant funding programme, from which you have received a conditional grant offer for your project “Airlander Luxury Tourism Design Development”. To assist with that process, we’d like to conduct three 20 min telephone interviews with you as the project progresses and would also invite you to meet face-to-face to discuss your project and experiences.

The telephone interviews, conducted by BMG
The phone surveys are being undertaken by independent research provider, BMG, on behalf of Innovate UK. They will last approx. 20 minutes and will include questions on how you normally conduct R&D and the ways in which you intend to use design through this programme. There will also be a couple of questions on company finances (so you may need to have that information to hand). The first interview will happen before, or just as, your project begins. You will be called again when the project is completed, and once more after two years - to understand longer term impact.

The face-to-face meetings, with UsCreates
UsCreates, an innovation consultancy, will be meeting with funded businesses on behalf of Innovate UK to understand the project journey and its immediate and longer-term impact. These insights will help us to develop and improve our innovation support mechanisms, and we hope you’ll also find value in tracking and analysing your project. The meetings will take 2-2.5 hours, and UsCreates will be happy to speak to either individuals or groups of up to three people from your business. During the session, you’ll explore the genesis and journey of the project so far, your hopes for it, and your organisational approach to design and innovation.

Next Steps
1. To comply with our data security policy, **please can you to reply to this mail with a brief confirmation** that you’re happy to take part in the survey programme. Participation will necessitate us sharing your contact details with BMG and UsCreates. They will hold this information only for the purposes of the survey and will not share it with third parties.

2. **BMG research** will contact you to agree a convenient time for the first 20min phone survey

3. **UsCreates** will contact you to arrange a convenient time to meet with you and discuss your project.

I do hope that you are able to participate in this important research, and I would like to thank you in advance for your cooperation.

If you have any questions regarding the evaluation, or would like any further information, please do not hesitate to contact me.

Yours sincerely,

---

**Innovate UK**
Polaris House, North Star Avenue, Swindon, Wiltshire, SN2 1UH
www.innovateuk.org
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From: [Redacted]
Sent: 08 June 2017 11:47
To: [Redacted]
Subject: Re: Hybrid Air Vehicles - Airlander application for Design Foundations 2

Yes, that’s fine. I’ll need to wrap up by 5 but I think that gives us long enough.
My number is [Redacted]

Regards,

From: [Redacted]
Date: Thursday, 8 June 2017 at 09:22
To: [Redacted]
Subject: RE: Hybrid Air Vehicles - Airlander application for Design Foundations 2

Hi

Could we move the call to 4:30?

Thanks

From: [Redacted]
Sent: 07 June 2017 13:58
To: [Redacted]
Subject: RE: Hybrid Air Vehicles - Airlander application for Design Foundations 2

Great. We can call you from the conference room if that works? What number should we call?

From: [Redacted]
Sent: 07 June 2017 13:06
To: [Redacted]
Subject: Re: Hybrid Air Vehicles - Airlander application for Design Foundations 2

Yes - 4pm would be good.
Should I call on [Redacted]? Or I can set up a WebEx conference if you prefer?

On 7 Jun 2017, at 12:00, [Redacted] wrote:

Hi

Thanks that would be much appreciated. Does 16:00 work for you?
We will aim to send over the draft copy of the application asap tomorrow for you to view in advance of the meeting.

Thanks

---

From: [Redacted]
Sent: 07 June 2017 11:53
To: [Redacted]
Subject: Re: Hybrid Air Vehicles - Airlander application for Design Foundations 2

Hi [Redacted]

I can give you a all tomorrow. What time would suit?

---

On 7 Jun 2017, at 11:44, [Redacted] wrote:

Hi [Redacted]

Checking in on the below email. Let me know if you or anyone else are available to discuss?

Thanks

---

From: [Redacted]
Sent: 05 June 2017 09:25
To: [Redacted]
Subject: Hybrid Air Vehicles - Airlander application for Design Foundations 2

Hi [Redacted]

Hope your well.

Would it be possible to arrange a call or a meeting this week to discuss our application. Looking likely that we will come in over the £60k, so would like to check your thoughts on our eligibility and also get some guidance on the overall application.

Thursday would be good for us but will work around your schedule if you have the availability.

Thanks
Proud to be part of the London Stock Exchange ELITE Programme

Hybrid Air Vehicles Limited, Hangar 1, Cardington Airfield, Shortstown, Bedford, MK42 0TG

Hybrid Air Vehicles Limited is registered in England number 06270723. Registered Office: One Fleet Place, London EC4M 7WS.

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Hi [Name],

Yes - you should indeed be included. There must’ve been a mistake somewhere along the line. I’ll follow this up first thing tomorrow.

Regards,

[Signature]

On 13 Jul 2017, at 16:48, [Name] wrote:

Dear Sirs,
Your presentation during the briefing in Manchester on the 16th of May conveyed that the “general” limit was £60k but that, with prior approval, applications could be compliant up to £100k.
This is supported by your webpage at https://www.gov.uk/government/publications/funding-competition-design-foundations-2017-round-2/competition-brief-design-foundations-competition-2017-round-2
which at section 5 states:
“Projects should cost between £10,000 and £60,000 in total. The total project cost is the combination of the requested grant value and the applicant’s contribution.
If you expect your total project costs to exceed £60,000 (up to a maximum of £100,000) you must contact support@innovateuk.gov.uk for approval before making an application. If you fail to do this your project will be deemed out of scope.”
We sought and gained this prior approval on the 9th of June (see attached). On this basis can you please confirm that we are indeed compliant and should continue to be assessed in the next round of the competition?

Many thanks

[Name]

From: Competitions [mailto:competitions@innovateuk.gov.uk]
Sent: 13 July 2017 16:37
To: [Name]
Subject: Innovate UK - Design Foundations Round 2 - Application Update

Dear [Name],

Innovate UK
Design Foundation Round 2
Innovate UK Application Number: 98274-580256
Title: Airlander Luxury Tourism Design Development
Thank you for your interest and application in Innovate UK’s Design Foundation Round 2 competition.
In accordance with the published Guidance for Applicants for this competition, when your application form was submitted we reviewed it to check that it qualified within the scope requirements described
in the Guidance. As stated on page 2 of the Guidance, only applications that meet the scope of the competition are sent for assessment.

On checking your application documents, we found that your application did not meet the following elements of the scope/requirements to qualify for this competition:

- Total Project Costs are outside the allocated competition amount - The competition guidance states that Total project Costs are to be between £25 and £60k.

As a result, the above means that we are unable to progress your application further in this competition and it will not be sent out for assessment.

Yours sincerely,
Competitions Team
Innovate UK
Email: support@innovateuk.gov.uk
Tel: 0300 321 4357

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