

Terms and Conditions
Non-Negotiable
Innovation for Machinery (I4M)

1. DEFINITIONS AND INTERPRETATION

1.1. The following definitions apply in these Conditions:

“**Application**” the Beneficiary’s application for the Services to be provided by a Provider.

“**Beneficiary**” the person or company who receives the Services from a Provider, who meets the Eligibility Criteria.

“**Contract**” means the agreement entered into by the Beneficiary and the Provider for the supply of Services in accordance with these Conditions;

“**Conditions**” these terms and conditions as amended from time to time;

“**Deliverables**” means the deliverable results of the Services as set out in the Scope of Works;

“**Eligibility Criteria**”, all Beneficiaries must cumulatively meet the following criteria:

- i. Be a UK company registered at Companies House;
- ii. Be based in West Yorkshire or Greater Manchester geographical area;
- iii. Work within the relevant industries;
- iv. Submit a proposal for a project relevant to the objectives of the funding programme;
- v. The proposed project can be supported by the Providers; and
- vi. The Scope of Work can be completed in 20 days maximum.

“**Intellectual Property Rights**” means patents, copyright and related rights, moral rights, trade marks, trade names, goodwill and the right to sue for passing off, rights in designs and inventions, database rights, rights to use and protect confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, whether registered or unregistered which subsist now or in the future in any part of the world.

“**Provider**” means one of the parties listed in Annex 1 and who has provided a proposal to the Beneficiary in view of the provision of the Services.

“**Scope of Works**” means the detailed scope of works put forward by a Provider to the Beneficiary following its review of the Application for Services

“**Services**” means the services, including the Deliverables, to be provided by the relevant Provider to the Beneficiary as described in clause 3.

“**Subsidy Rules**” means the rules to be complied with by the Beneficiary, as described in clause 5.

2. APPLICATION PROCESS

2.1. The Scope of Works constitutes an offer by the relevant Provider to provide the Services in accordance with these Conditions.

2.2. The Scope of Works shall only be deemed to be accepted when the Beneficiary confirms its acceptance in writing to the relevant Provider, at which point and on which date the Contract shall come into existence between the Beneficiary and that Provider (“**Commencement Date**”).

2.3. These Conditions apply to the Contract and exclude any other terms that the Beneficiary seeks to impose or incorporate.

3. PROVISION OF THE SERVICES

3.1. With effect from the Commencement Date, the relevant Provider shall provide the Services to the Beneficiary using reasonable skill and care.

3.2. The relevant Provider shall use all reasonable endeavours to meet any performance dates specified in the Scope of Works, but any such dates shall be estimates only and time shall not be of the essence.

3.3. The relevant Provider shall supply up to 20 days of support to the Beneficiary in the form of experimental work, desk based research and advice. The initial 20 days work shall be paid for by NPL Management Limited through the AMPI Strength in Places Fund.

3.4. The relevant Provider shall be entitled to charge for any additional services provided above the 20 day cap. Any additional services provided above the 20 day cap shall be charged to the Beneficiary at the Provider’s daily rate, to be agreed in writing and in advance with the Beneficiary.

3.5. All Services must be completed within 3 months and in no case extend beyond the 31st December 2025 at the latest.

4. BENEFICIARY’S OBLIGATIONS

4.1. The Beneficiary shall:

- (a) ensure that the contents of the Application and any information it provides to the relevant Provider is complete and accurate;
- (b) co-operate with the relevant Provider in all matters relating to the Services;
- (c) comply with all applicable laws including the Subsidy Rules;
- (d) participate in a post project evaluation interview;
- (e) Agree to a case study about the project being produced and publicised.

4.2. No Provider shall be responsible for any failure or delay in the performance of any of its obligations under the Contract to the extent that such failure or delay arises due to any act or omission by the Beneficiary. In such circumstances, the relevant Provider shall be entitled to suspend performance of the Services until such default has been remedied.

5. SUBSIDIES

5.1. The Providers make their support available through their Innovation for Machinery scheme, the resources for which are made available through the Strength In Places Fund Grant, Advanced Machinery & Productivity Institute programme (the “**Programme**”). The Beneficiary must ensure at all times that it is compliant with the obligations set out in the Subsidy Rules under which the Services are provided.

5.2. It is a condition of this grant that the Beneficiary complies with the Subsidy Rules and ensures that any indirect aid it provides is compliant with the Subsidy Rules. In particular, the Beneficiary confirms that any such indirect aid will be provided pursuant to the Small Amounts of Funding Exemption (SAFE) regulation, and that the Beneficiary will undertake all actions required to comply with such regulation.

5.3. The Beneficiary must ensure that its programme manager or equivalent provides all necessary documentation to the relevant Provider upon request within 14 working days to demonstrate compliance with the SAFE regulation and any additional information as required, and must respond promptly to requests regarding such information.

5.4. The Beneficiary must inform the relevant Provider of any other public funding applied for or awarded against the eligible costs covered by the Services. It is the Beneficiary’s responsibility to ensure that the cumulative total of public funding and aid intensity itself and any subsidy beneficiaries are receiving for the Contract does not exceed those limits stated in the Subsidy Rules. The Beneficiary must ensure that it and any Small Amounts of Funding Exemption (SAFE) subsidy beneficiaries comply with the Subsidy Rules, as applicable.

5.5. The relevant Provider will immediately cease providing the Services to the Beneficiary if it becomes subject to a recovery order that follows on from a previous decision by the UK Government, which declares any aid the Beneficiary has received as illegal and incompatible with the internal market.

5.6. Where the Beneficiary is required by an order of the UK Government to make any recompense to the relevant Provider in respect of the Services that are found to be an unlawful subsidy, interest will be charged on the amount being reclaimed from the date of payment at the applicable legislated rate.

5.7. No subcontracting of the benefit of the Services can be made which would constitute a breach of the Subsidy Rules.

5.8. The Beneficiary acknowledges that in compliance with the obligations set out in the Subsidy Rules, any Provider may be required to provide the UK Government with information about the value of assistance

given to it by the relevant Provider and shall provide such assistance as the Provider shall reasonably request.

6. INTELLECTUAL PROPERTY

- 6.1. All Intellectual Property Rights ("IPR") used in connection with the Services which have been generated prior to or outside the scope of the Services ("Background IP") shall remain the property of the Party contributing the same.
- 6.2. All IPR in or arising out of or in connection with the Services that are severable from a party's pre-existing IPR shall be owned by the party that has solely generated them in the course of the Contract.
- 6.3. The relevant Provider grants the Beneficiary a fully paid-up, worldwide, non-exclusive, royalty-free, and perpetual licence to copy and modify the Deliverables (excluding materials provided by the Beneficiary) for the purpose of using the Services and Deliverables in its business.
- 6.4. The Beneficiary grants the relevant Provider a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Beneficiary for the purpose of providing the Services.
- 6.5. If during the Contract the Provider sees the opportunity for innovative, protectable IPR, the Contract shall be terminated in writing and the Services stopped. The parties will be able to continue the research under a different contractual basis, freely negotiated.

7. PROVIDER'S LIABILITY

- 7.1. Subject to clause 7.3, no Provider shall under any circumstances whatsoever be liable to the Beneficiary, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for:
 - (a) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; or
 - (b) any: (i) loss of profit; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of anticipated savings; (v) loss of use or corruption or software, data or information; or (vi) loss of or damage to goodwill.
- 7.2. Subject to clause 7.3, any Provider's total liability to the Beneficiary in respect of any loss or damage shall in no circumstances exceed £100,000.
- 7.3. Nothing in the Contract shall limit or exclude any liability which cannot legally be limited by law.

8. CONFIDENTIALITY

- 8.1. "Confidential Information" shall mean secret or not generally known information which is not easily accessible to others or of a commercially sensitive nature and includes (but is not limited to) any information that a reasonable business person would consider confidential as well as any such information that happens to be viewed or perceived by a party when visiting the premises of another.
- 8.2. Each party undertakes that it shall not at any time during the Contract, and for a period of 5 years after termination or expiry, disclose to any person any confidential information of the other party, except as permitted by clauses 8.3, 8.4 or as authorised in writing by the other party.
- 8.3. Either party may disclose the other party's confidential information to:
 - (a) its employees, officers, representatives, sub-contractors, suppliers, or advisors who need to know such information for the purposes of carrying out that party's obligations under the Contract; and
 - (b) as may be required by law, a court or competent jurisdiction or any governmental or other regulatory authority.
- 8.4. Clause 8.2 notwithstanding:
 - 8.3.1 the relevant Provider may publicly disclose the fact that the Beneficiary has received services through the Innovation for Machinery scheme;
 - 8.3.2 the Beneficiary accepts that the relevant Provider may contact them regarding their participation in the Innovation for Machinery scheme; and

8.3.3 the Beneficiary agrees that the Provider will produce and publish a case study about the Scope of Works. The content of the publication will be approved by the Beneficiary, to avoid disclosure of any proprietary information. The approval of this clause not to be unreasonably withheld.

- 8.5. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract. This clause notwithstanding, NPL Management Limited may anonymise information (i) within an Beneficiary's Application and (ii) contained in their post project evaluation, and use it to inform UK Government measurement priorities and report on I4M.
- 8.6. Each party shall ensure that its employees, sub-contractors, or advisors to whom it makes a disclosure comply with this clause 8.

9. TERMINATION

- 9.1. The relevant Provider may, at its absolute discretion, terminate the Contract on reasonable notice, without cause.
- 9.2. Without affecting any other right or remedy available to it, the relevant Provider may immediately terminate the Contract by giving written notice if:
 - (a) the Beneficiary commits a material breach of any term of the Contract;
 - (b) the Beneficiary takes any step or action (other than in relation to a solvent restructuring) in connection with entering administration, provisional liquidation or any composition or arrangement with its creditors, being wound up (whether voluntarily or by order of the court), having a receiver appointed to any of its assets or ceasing to carry on business or cease to carry on all or a substantial part of its business.
- 9.3. For the purposes of clause 9.2(a) **material breach** shall include the provision of any false statement in the Application or the breach of Subsidy Rules.
- 9.4. Any provision which, either expressly or by implication, is intended to come into or continue in force on or after termination shall remain in full force and effect.

10. DATA PROTECTION

The Providers shall process the Beneficiary's data in accordance with their privacy policy and/or data protection policy which is available at its respective website at:

<https://www.npl.co.uk/privacy-policy/>;

<https://www.salford.ac.uk/privacy>

<https://www.leeds.ac.uk/privacy/>

<https://www.manchester.ac.uk/discover/privacy-information/data-protection>

<https://www.hud.ac.uk/informationgovernance/dataprotection/general>

11. GENERAL

- 11.1. **Notices.** Any notice to be given under the Contract shall be given in writing by email and sent to the contact details set out in the Application or Scope of Works. Such notice shall be deemed to have been received by the party on the same day as transmission, unless a failed delivery notification or automatic reply state otherwise. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 11.2. **Force Majeure.** No Provider shall be in breach of the Contract or liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control.
- 11.3. **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by the parties.
- 11.4. **Assignment.** The Beneficiary may not assign or deal in any other manner with any or all of its rights or obligations under the Contract without the relevant Provider's prior written consent. The relevant

Provider may at any time assign, subcontract, delegate, or deal in any other manner with any or all of its rights and obligations under the Contract

11.5. **Interpretation:**

- (a) A reference to "writing" or "written" includes e-mail;
- (b) Any reference to a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

(c) The headings used in these Conditions are for convenience only and shall have no effect upon interpretation.

11.6. **Governing Law and Jurisdiction.** The Contract shall in all respects be construed and take effect according to the laws of England and Wales whose courts shall have exclusive jurisdiction.

Annex 1: List of Providers

1. **NPL Management Limited:** is a company registered in England and Wales, with company number 02937881, whose registered office is at the National Physical Laboratory, Hampton Road, Teddington, Middlesex, TW11 0LW.
2. **University of Huddersfield,** whose principal address is Queensgate, Huddersfield, HD1 3DH, United Kingdom.
3. **University of Leeds,** whose principal address is Woodhouse Lane, Leeds, West Yorkshire, LS2 9JT, United Kingdom.
4. **The University of Manchester,** whose principal address is Oxford Rd, Manchester M13 9PL, United Kingdom.
5. **University of Salford,** whose principal address is Maxwell Building, The Crescent, Salford M5 4WT, United Kingdom.