

GRANT FUNDING AGREEMENT

THIS AGREEMENT is dated

[DATE/201X]

PARTIES

- (1) **UK Space Agency**, an Executive Agency of the Department for Business, Energy and Industrial Strategy (BEIS) of Polaris House, North Star Avenue, Swindon SN2 1ET (the **Grant Funder**); AND
- (2) **Company Name**, [DETAILS OF LEGAL STRUCTURE] whose principal address is at [ADDRESS] (the **Grant Recipient**).

BACKGROUND

- (A) The Grant Funder is seeking growth opportunities through the development of space technologies. In order to achieve this ambition, the Grant Funder wishes to contribute toward the funding requirement for the development of [name of Programme] (the **Programme**) as set out in Schedule 2 (Proposal and Scope of Services) of this agreement. By this agreement the Grant Funder agrees to provide Grant funding to the Grant Recipient in accordance with Schedule 1 (Milestone Payment Plan), the conditions of funding and upon successful completion of the agreed deliverables.
- (B) These terms and conditions are intended to set out the responsibilities of the parties and ensure the Grant is managed appropriately and used properly and for the purposes for which they are intended.

AGREED TERMS

1. DEFINITIONS

In this agreement the following terms shall have the following meanings:

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Commencement Date: [AGREEMENT START DATE].

Confidential Information: all information of a confidential nature concerning the trade secrets or business dealings, Intellectual Property Rights, methods of business, clients, members, market information, transactions, plans or affairs of a party and any information (whether encrypted, in copy form or in any media) which by its nature the recipient ought to reasonably conclude is confidential information of the other party, but no information that is: in the public domain (other than by breach of this agreement); stock in trade or readily ascertainable by persons in the trade; or received lawfully by the recipient from a third party on a non-confidential basis shall be deemed information of a confidential nature/confidential information of the other party.

Contract Manager: an individual who has been nominated to represent a party to this agreement for the purposes of managing this agreement.

Grant: sum of money in GBP to be provided by the Grant Funder to the Grant Recipient for the purposes of developing the Programme in accordance with the terms and conditions of this Agreement.

Grant Period: the period for which the Grant is awarded and within which the Grant must be spent by the Grant Recipient.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights (including moral rights), trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Programme:

Programme Manager: means the bodies appointed by the Grant Funder and the Grant Recipient with overall responsibility for management and delivery of the Programme on behalf of the respective parties.

Quarterly: means each quarter year beginning at the date of this agreement (or such other quarterly dates as are agreed by the parties in writing).

The Background and the following schedules shall form part of this agreement:

Schedule 1 - Milestone Payment Plan

Schedule 2 - Proposal and Scope of Services

Schedule 3 - Processing Personal Data and Data Subjects

Schedule 4 - De minimis Aid Declaration

2. GRANT FUNDER'S OBLIGATIONS

- 2.1 The Grant Funder shall make reasonable endeavours to pay the Grant to the Grant Recipient in accordance with Schedule 1 (Payments Schedule), subject to the necessary Grant money being available to the Grant Funder when payments are due, and the Grant Recipient agrees and accepts that payments of the Grant can only be made to the extent that the Grant Funder has the available Grant.
- 2.2 The Grant Funder shall provide (or procure the provision) to the Grant Recipient all records, data and information the Grant Recipient may reasonably request in order to carry out its obligations under this agreement.
- 2.3 The Grant Funder shall be responsible for notifying the Grant Recipient as soon as reasonably practical of any significant changes to the Programme that may have a direct impact on the availability of the Grant or the ability of the Grant Funder or Grant Recipient to perform their respective obligations under this agreement.

3. GRANT RECIPIENT'S OBLIGATIONS

- 3.1 The Grant Recipient shall co-operate with the Grant Funder (and where the Grant Funder directs the Programme Manager) in all matters relating to the performance of the Grant Recipient's obligations under this agreement and shall act with all due skill and diligence in the performance of its obligations.

- 3.2 The Grant Recipient shall allocate the Grant to the Programme in accordance with the terms and conditions of this agreement and at the direction of the Grant Funder.
- 3.3 The Grant Recipient shall use the Grant exclusively for the purposes of the Programme and Grant shall not be used for any other purpose without the prior written agreement of the Grant Funder.
- 3.4 The Grant Recipient shall immediately report to the Grant Funder and Programme Manager any loss of or abuse of the Grant for any reason.
- 3.5 The Grant Recipient shall not transfer any part of the Grant to any bank account which is not an ordinary business account within the clearing bank system, without the prior written notification to and consent of the Grant Funder.
- 3.6 The Grant Recipient shall promptly repay to the Grant Funder any money incorrectly paid to it either as a result of an administrative error or otherwise.
- 3.7 The Grant Recipient is responsible for ensuring they are compliant with the EU de minimis regulation. In this case, the Grant is awarded as de-minimis aid under the EU state aid de-minimis regulation¹ and are subject to the conditions in **Schedule 4** and conditional on receipt by the Grant Funder of the declaration in that Schedule.
- 3.8 The Grant Recipient agrees that as a condition of receiving the Grant the Grant Recipient shall:
- (a) warrant that the Grant shall be used by the Grant Recipient solely for the delivery of the Programme and in accordance with any agreed Programme budget and delivery plan in coordination with the Programme Manager;
 - (b) where the Grant Recipient has obtained matching funding from a third party in relation to its delivery of the Programme, or has provided match funding itself the amount of such matching funding shall be used in accordance with any agreed Programme budget and delivery plan or its use otherwise notified to the Grant Recipient and the Programme Manager;
 - (c) make all reasonable endeavours to spend the Grant in accordance with any Programme budget and delivery plan and within the Grant Period, and not spend any part of the Grant on the delivery of the Programme after the Grant Period has ended. Should any part of the Grant remain unspent at the end of the Grant Period, the Grant Recipient shall ensure that any unspent monies are returned promptly to the Grant Funder;
 - (d) ensure that any liabilities arising at the end of the Programme (including any redundancy liabilities for staff employed by the Grant Recipient to deliver the Programme) shall be the responsibility of and shall be managed and paid for by the Grant Recipient;

¹ Commission Regulation (EU) No 1407/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de-minimis aid (OJ L 352, 24.12.2013, p.1).

- (e) provide to the Grant Funder all information, reports, statistics, study results and data reasonably requested by the Grant Funder to track and assess progress and performance of the Programme;
- (f) acknowledge and agree that the Grant is subject to availability and where such Grant cease to be available the Grant may not be capable of being paid in part or full and the Grant Funder shall not be responsible for any failure to pay the Grant in any such circumstances; and
- (g) grant an unlimited, perpetual, royalty free, irrevocable, transferable, world-wide licence to the Grant Funder to use Programme reports/study results.
- (h) warrant that Grant is not used to support activity intended to influence or attempt to influence Parliament, Government or political parties, or attempt to influence the awarding or renewal of contract or grant agreements or attempt to influence legislative or regulatory action.

4. ACCOUNTS, AUDIT AND RECORDS

- 4.1 Once transferred to the Grant Recipient the Grant shall be shown in the Grant Recipient's account(s) as a restricted fund and shall not be included under any form of general Grant.
- 4.2 The Grant Recipient shall keep separate, accurate and up-to-date accounts and records of all payments-in and payments-out of the Grant received by it.
- 4.3 The Grant Recipient shall keep all forms of invoice/order, receipt, account transactions or statements and any other relevant documents relating to the Grant held, and in relation to the allocation of the Grant, for a period of at least six (6) years following expiry or termination of this agreement (howsoever arising).
- 4.4 The Grant Funder shall have the right to review, at any time, the Grant Recipient's books, accounts and records that relate to the management and holding of the Grant, and shall have the right to take copies of all such books, accounts and records.
- 4.5 The Grant Recipient shall comply with all statutory requirements as regards tax, accounts, audit or examination of accounts, annual reports and annual returns applicable to itself.

5. MONITORING, MANAGEMENT AND REPORTING

- 5.1 Within five (5) Business Days of the Commencement Date each party shall appoint a Contract Manager to coordinate, monitor and report to the other on the performance of its responsibilities under this agreement.
- 5.2 In conjunction with the Programme Manager, the Grant Recipient shall monitor the delivery and success of work package it has allocated Grant to throughout the Grant Period to ensure that the aims and objectives of the work package are being met and that this agreement is being adhered to.

- 5.3 The Grant Recipient shall provide the Grant Funder with a financial and operational report, along with any other relevant supporting documentation with each invoice submitted, which details the allocation of the Grant and delivery of the Programme in such formats as the Grant Funder may reasonably request.
- 5.4 Where the Grant Recipient has obtained third party matched funding for delivery of part of the Programme, the Grant Funder shall require the Grant Recipient to provide all relevant details of such amounts in its financial reports to the Grant Funder.
- 5.5 The Grant Recipient shall on request provide the Grant Funder (or as the Grant Funder may direct, the Programme Manager) with such further information, explanations and documents as the Grant Funder may reasonably require in order for it to establish that the Grant is being used properly and in a timely fashion in accordance with this agreement.
- 5.6 The Grant Recipient shall permit any person authorised by the Grant Funder such reasonable access at any time to its employees, agents, premises, facilities, books and records, for the purpose of inspecting, discussing, monitoring and evaluating the Grant Recipient's fulfilment of the conditions of this agreement and shall, if so required, provide appropriate oral or written explanations from them.
- 5.7 In addition, confirmation is required that the Grant Recipient has expended the sums in respect of the period in which milestone payments have been claimed. For this purpose, a report from an independent accountant must be completed and sent to the Grant Funder by 1st May 2019 and annually thereafter. If the Programme is extended then further accountant's reports will be necessary and will be agreed with Grant Funder at the time an extension is sought. The independent accountant must be qualified under the terms of Section 1211 of the Companies Acts 2006 for appointment as auditor of the Company. A person eligible under Section 1222 of the Companies Act 2006 for appointment as auditor of a non-quoted company (as defined in that section) may only report on grant claims made by such a company or by a business not incorporated under the Companies Acts.

6. PUBLICITY

- 6.1 The Grant Recipient shall not publish any material referring to the Grant or this agreement without the prior written agreement of the Grant Funder.
- 6.2 The Grant Recipient shall acknowledge the role of the Grant Funder in any materials that refer to the Programmes and in any written or spoken public presentations about the Programme as it relates to this agreement. Such acknowledgements (where appropriate and with Grant Funder's written consent) shall include the Grant Funder's name and logo (or any future name or logo adopted by the Grant Funder) using the templates provided by the Grant Funder from time to time.
- 6.3 In using the Grant Funder's name and logo, the Grant Recipient shall comply with all reasonable branding guidelines issued by the Grant Funder from time to time.

6.4 The Grant Recipient agrees to participate in and co-operate with promotional activities relating to the Programmes that may be instigated and/or organised by the Grant Funder in conjunction with the Programme Manager.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 The Grant Funder and the Grant Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, know-how and any other Intellectual Property Rights whatsoever owned by either the Grant Funder or the Grant Recipient before the date of this agreement, or developed by either party during the performance of their respective obligations in this agreement, shall remain the property of that party.

7.2 The parties agree that Grant Recipient shall be entitled to keep all Intellectual Property Rights owned by them prior to the commencement of any Programme, and shall retain ownership of all Intellectual Property Rights arising in them by their implementation of the Programme.

7.3 Where the Grant Funder has provided the Grant Recipient with any of its Intellectual Property Rights for use in connection with the Programme (including without limitation its name and logo), the Grant Recipient shall, on termination of this agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Grant Funder.

7.4 Unless expressly provided by this agreement the Grant Funder does not transfer any of its Intellectual Property Rights to the Grant Recipient or give any licence to use its Intellectual Property Rights, subject to any further written agreement between the parties.

7.5 Each party shall immediately give written notice to the other party of any actual, threatened or suspected infringement or unauthorised use of any party's Intellectual Property Rights under or in connection with this agreement.

7.6 No party to the agreement shall take any action that might invalidate the Intellectual Property Rights owned by or licensed to the other party.

7.7 The provisions of this clause shall survive expiry or termination of the agreement.

8. CONFIDENTIALITY

8.1 Subject to clause 9 (Freedom of Information), each party shall, during the term of this agreement and for a period of four (4) years thereafter, keep secure, secret and confidential all Confidential Information disclosed to it by the other party as a result of this agreement, and shall not disclose the same to any person save to the extent necessary to exercise its rights or perform its obligations in accordance with the terms of this agreement or as otherwise may be agreed in writing, and where disclosing such Confidential Information each party shall be responsible for ensuring the receiving parties are notified of the confidential nature of the information and bound by appropriate terms of confidentiality.

8.2 The provisions of this clause shall survive expiry or termination of the agreement.

9. FREEDOM OF INFORMATION

9.1 The Grant Recipient acknowledges that the Grant Funder is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIR**) and shall assist and co-operate with the Grant Funder to enable the Grant Funder to comply with these information disclosure requirements.

9.2 The Grant Recipient shall:

- (a) transfer any FOIA/EIR request for information to the Grant Funder as soon as practicable after receipt and in any event within two (2) Business Days of receiving any such request for information;
- (b) provide the Grant Funder with a copy of all information in its possession or power in the form that the Grant Funder requires to answer any FOIA/EIR request within five (5) Business Days (or such other period as the Grant Funder may specify) of the Grant Funder requesting that information; and
- (c) provide all necessary assistance as reasonably requested by the Grant Funder to enable the Grant Funder to respond to any request for information within the time for compliance set out in section 10 of FOIA or regulation 5 of EIR.

9.3 The Grant Funder shall be responsible for determining at its absolute discretion whether the information:

- (a) is exempt from disclosure in accordance with the provisions of FOIA or EIR;
- (b) is to be disclosed in response to a request for information, and in no event, shall the Grant Recipient respond directly to a request for such information unless expressly authorised to do so by the Grant Funder.

9.4 The Grant Recipient shall be responsible for ensuring all necessary assistance and information is received from any third parties in facilitating Grant Funder's compliance with its statutory disclosure obligations.

9.5 The Grant Recipient shall ensure that all information produced by it in the course of the agreement or relating to the agreement is retained for disclosure and shall permit the Grant Funder to inspect such information as requested from time to time and in accordance with the terms of this agreement.

9.6 Notwithstanding any other term of the agreement, the Grant Recipient hereby consents to the Grant Funder publishing this agreement in its entirety, (but with any information which is exempt from disclosure appropriately redacted) including from time to time agreed changes to the agreement, to the general public.

9.7 The provisions of this clause shall survive expiry or termination of the agreement.

10. DATA PROTECTION AND THE GENERAL DATA PROTECTION REGULATIONS (GDPR)

- 10.1 The terms defined in Schedule 3 (Data Protection Provisions) shall bear the meanings set out in that Schedule. The parties will comply with the terms of Schedule 3 (and the Appendix thereto).

Notwithstanding any other remedies available to the Grant Funder, the Grant Recipient shall fully indemnify (and keep indemnified) the Grant Funder as a result of any breach of the Data Protection Legislation, whether by the Grant Recipient or any other party used by the Grant Recipient in its performance of the Agreement, that results in the Grant Funder suffering fines, loss or other damage.

11. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANTS

- 11.1 The Grant Funder's intention is that the Grant will be paid to the Grant Recipient in full. However, without prejudice to the Grant Funder's other rights and remedies, if the Grant Recipient fails to comply with any of its obligations in the Grant Funding Agreement the Contracting Authority may in preference to the standard notice period set out in paragraph 16.1 and at its discretion, reduce, suspend, or terminate payments of Grant, or require any part or all of the Grant to be repaid. The Grant Funder may exercise this right if, in particular, any of the following events occurs:

- (a) the Grant Recipient uses the Grant for purposes other than those for which they have been provided;
- (b) the Grant Funder reasonably considers that the Grant Recipient has not made satisfactory progress with allocation of the Grant;
- (c) the Grant Funder reasonably believes that the activities of the Grant Recipient may bring the reputation of the Programme or the Grant Funder into disrepute;
- (d) the Grant Recipient provides the Grant Funder with any materially misleading or intentionally inaccurate information;
- (e) the Grant Recipient fails to perform its obligations under this agreement in accordance with any applicable statutory requirements; or
- (f) there is any change of control.
- (g) the Grant Funder determines (acting reasonably) that the European Commission (or a Domestic Successor) or the Court of Justice of the European Union (or Domestic Successor) requires any Grant paid to be recovered by reason of a breach of State Aid Law or the Grant Recipient fails to comply with the provisions of the exemption or scheme under State Aid Law that applies to the Funded Activity and the Grant.

- 11.2 Should the Grant Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective performance of this agreement it will notify the Grant Funder as soon as possible so that, if possible, and without creating any legal obligation, the Grant Funder will have an opportunity to provide assistance in resolving the problem or to take any necessary action in the circumstances.

11.3 If exceptional circumstances should arise during the agreement period, e.g. a major change of strategic priorities or the delivery mechanism on the part of the Grant Recipient or UKSA which affects the Programme, both parties reserve the right, in consultation with the other party, to take appropriate action and to terminate the Agreement before the expiry of the current period if either party considers such a step necessary.

12. LIMITATION OF LIABILITY

12.1 Nothing in this agreement shall limit or exclude the parties' liability for:

- (a) death or personal injury resulting from a party's negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) anything for which the parties cannot legally limit or exclude or attempt to limit or exclude their liability.

12.2 Subject to clause 12.1 the Grant Funder's total aggregate liability to Grant Recipient for any damages, costs, claims or expenses arising out of the performance (or non-performance) by the Grant Funder, its employees, agents, consultants or subcontractors of its obligations under the agreement (whether by virtue of negligence, breach of statutory duty or otherwise) shall be limited to £10,000.

12.3 Subject to clauses 12.1, 12.6 and 12.7 the Grant Recipient's total aggregate liability to the Grant Funder for any damages, costs, claims or expenses arising out of the performance (or non-performance) by the Grant Recipient, its employees, agents, consultants or subcontractors of its obligations under this agreement (whether by virtue of negligence, breach of statutory duty or otherwise) shall be limited to **£[1,000,000]**.

12.4 Subject to clause 12.1 the Grant Funder shall not be held responsible or liable to the Grant Recipient for any:

- (a) loss of opportunity;
- (b) loss or corruption of data;
- (c) depletion of goodwill or loss of reputation; or
- (d) any special, indirect or consequential losses, costs, damages, charges or expenses.

12.5 The Grant Funder accepts no liability for any consequences, whether direct or indirect, that may come about from the Grant Recipient participating in the Programme or the use or misuse of the Grant.

12.6 The Grant Recipient shall indemnify and hold harmless the Grant Funder, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Grant Recipient in relation to its performance or non-performance of its obligations under this agreement (including any breach by the Grant Recipient of its data protection obligations or any of its obligations to third parties).

12.7 The Grant Recipient shall indemnify and hold harmless the Grant Funder, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from any claim brought against the Grant Funder for actual (or alleged) infringement of a third party's Intellectual Property Rights arising out of the Grant Recipient's performance of its obligations under this agreement.

12.8 The provisions of this clause shall survive termination of the agreement.

13. WARRANTIES

The Grant Recipient warrants, undertakes and agrees that:

- (a) it has all necessary resources and expertise to perform its obligations under this agreement (assuming due receipt of the Grant);
- (b) it shall at all times comply with all relevant legislation, including the Bribery Act 2010, Health and Safety at Work Act 1974 and shall notify the Grant Funder immediately of any significant departure from such legislation, codes or recommendations;
- (c) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (d) it has and shall keep in place systems to deal with the prevention of corruption, fraud and/or administrative malfunction; and
- (e) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with this agreement.

14. INSURANCE

14.1 The Grant Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Grant Recipient, arising out of the Grant Recipient's performance of this agreement.

14.2 The Grant Recipient shall (on request) supply to the Grant Funder a copy of such insurance policies as are required under this clause 14 and evidence that the relevant premiums have been paid.

15. DURATION

The terms and conditions of this agreement shall apply from the date of the agreement and remain in full force and effect until **[Date]**.

16. TERMINATION

16.1 The Grant Funder may terminate this agreement (and any Grant payments) without liability at any time on giving the Grant Recipient three (3) months' written notice should it be required to do so by financial restraints or for any other reason.

- 16.2 The Grant Funder may terminate this agreement forthwith and without further liability, if:
- (a) the Grant Recipient ceases to operate for any reason;
 - (b) the Grant Recipient becomes insolvent, or it 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
 - (c) the Grant Recipient fails to comply with any of the terms and conditions set out in this agreement and fails to rectify any such failure within thirty (30) days of receiving written notice detailing the failure.

17. EFFECTS OF TERMINATION

17.1 Unless otherwise agreed in writing by the parties, on expiry or termination of this agreement for any reason:

- (a) each party shall promptly return the other's Confidential Information it then holds (and all copies of such Confidential Information in whatever form or media held). Each party shall certify to the other in writing that they have not retained any copies of Confidential Information;
- (b) the Grant Recipient shall cease all work under the agreement and promptly repay to the Grant Funder any Grant still held by Grant Recipient as at the effective date of expiry or termination;
- (c) the Grant Recipient shall provide reasonable assistance to the Grant Funder to ensure a smooth handover of any documents, data or information used by the Grant Recipient in allocating and managing the Grant as the Grant Funder may deem necessary (subject to the parties agreeing any reasonable charge for such assistance);
- (d) the accrued rights and liabilities of the parties as at termination and any clauses expressly or impliedly intended to survive, shall continue in full force and effect; and
- (e) all rights and licences to use any licensed materials (including the trade-marks or branding of the Grant Funder) shall cease.

17.2 The provisions of this clause shall survive termination of the agreement.

18. ASSIGNMENT

The Grant Recipient may not, without the prior written consent of the Grant Funder, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this agreement.

19. NOTICES

All notices and other communications in relation to this agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party. If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-Business Day or after 5.00 pm on any Business Day they shall be deemed received on the next Business Day) and if mailed all such

communications shall be deemed to have been given and received on the second Business Day following such mailing.

20. DISPUTE RESOLUTION

- 20.1 In the event of any complaint or dispute (which does not relate to the Grant Funder's right to withhold the Grant or terminate the agreement) arising between the parties to this agreement in relation to this agreement, the matter should first be referred for resolution to the Contract Managers. Should the complaint or dispute remain unresolved within fourteen (14) Business Days of the matter first being referred to the Contract Managers, either party may refer the matter to Senior Executives of the parties with an instruction to attempt to resolve the dispute by agreement within twenty one (21) Business Days, or such other period as may be mutually agreed by the Grant Funder and the Grant Recipient.
- 20.2 In the absence of agreement under clause 20.1, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

21. NO PARTNERSHIP OR AGENCY

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

22. THIRD PARTY RIGHTS

This agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

23. MISCELLANEOUS

- 23.1 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected. If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original intention.
- 23.2 Each party agrees to do or procure to be done all such further acts and execute or procure the execution of all such documents as the other may from time to time reasonably require for the purpose of giving the other the full benefit of the provisions of this agreement.

- 23.3 Each of the parties acknowledge that, in entering into this agreement, they do not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this agreement. Each of the parties agree that their only remedies in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) shall be for breach of contract. Nothing in this clause shall limit or exclude any liability for fraud.
- 23.4 This agreement constitutes the entire agreement between the parties and supersedes all previous drafts, heads of terms, arrangements and understandings between the parties, whether written or oral, relating to the subject matter of this agreement.
- 23.5 No variation of this agreement shall be valid unless it is in writing and signed by, or on behalf of, each of the parties.
- 23.6 The agreement may be executed and delivered in any number of counterparts, each of which is an original and which, together, have the same effect as if each party had signed the same document.

24. GOVERNING LAW

- 24.1 This agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.
- 24.2 The provisions of this clause shall survive expiry or termination of the agreement.

This document has been executed as an AGREEMENT and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 – Milestone Payment Plan

To be inserted from application form section 7e

Schedule 2– Proposal and Scope of Services

Full application form to be inserted

Schedule 3 – Data Protection Provisions

Breach, Data Protection Officer and Data Subject, take the meaning given in the GDPR.

Data Protection Impact Assessment: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

Data Protection Legislation: (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; and (iii) all applicable Law about the processing of personal data and privacy.

Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held by the Processor under these Conditions, and/or actual or potential loss and/or destruction of Personal Data in breach of these Conditions, including any Personal Data Breach.

Data Subject Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

DPA 2018: means the Data Protection Act 2018 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

GDPR: the General Data Protection Regulation (*Regulation (EU) 2016/679*).

Law: any law, subordinate legislation within the meaning of Section 2f (1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements.

LED: Law Enforcement Directive (*Directive (EU) 2016/680*).

Personal Data: personal data for the purposes of the Data Protection Legislation.

Processor Personnel: all directors, officers, employees, agents, consultants and Recipients of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under these Conditions.

Protective Measures: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the measures adopted by it.

Sub-processor: any Third Party appointed to process Personal Data on behalf of that Processor related to these Conditions.

DATA PROTECTION

1. DATA PROTECTION

- 1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Grant Funder is the Controller and the Grant Recipient is the Processor unless otherwise specified in the Appendix to this Schedule 3. The only processing that the Processor is authorised to do is listed in the Appendix by the Controller and may not be determined by the Processor.
- 1.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 1.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

1.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under these Conditions:

- (a) process that Personal Data only in accordance with the Appendix, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that :
 - (i) the Processor Personnel do not process Personal Data except in accordance with these Conditions (and in particular Part 1 of the Appendix);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this paragraph;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any Third Party unless directed in writing to do so by the Controller or as otherwise permitted by these Conditions; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

1.5 Subject to paragraph 1.6, the Processor shall notify the Controller immediately if it:

- (a) receives a Data Subject Request (or purported Data Subject Request);
- (b) receives a request to rectify, block or erase any Personal Data;

- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under these Conditions;
 - (e) receives a request from any Third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
- 1.6 The Processor's obligation to notify under paragraph 1.5 shall include the provision of further information to the Controller in phases, as details become available.
- 1.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Data Loss Event;
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 1.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this paragraph. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the processing is not occasional;
 - (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 1.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 1.11 Before allowing any Sub-processor to process any Personal Data related to these Conditions, the Processor must:
- (a) notify the Controller in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this paragraph 1.11 such that they apply to the Sub-processor; and
 - (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 1.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 1.13 The Controller may, at any time on not less than 30 Working Days' notice, revise this paragraph by replacing it with any applicable controller to processor standard paragraphs or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to these Conditions).
- 1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend these Conditions to ensure that it complies with any guidance issued by the Information Commissioner's Office.

APPENDIX: SCHEDULE OF PROCESSING, PERSONAL DATA AND DATA SUBJECTS

This Appendix shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Appendix shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are: **[Insert Contact details]**
2. The contact details of the Processor's Data Protection Officer are: **[Insert Contact details]**
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Appendix.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Grant Funder is the Controller and the Grant Recipient is the Processor in accordance with paragraph 1.1 of Schedule 3.
Subject matter of the processing	[Guidance: this should be a high level, short description of what the processing is about i.e. its subject matter of the contract. Example: The processing is needed in order to ensure that the Processor can effectively deliver the outputs referred to in the Grant Funding Agreement.]
Duration of the processing	[Guidance: clearly set out the duration of the processing including dates.]
Nature and purposes of the processing	[Guidance: Please be as specific as possible, but make sure that you cover all intended purposes. The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc]
Type of Personal Data being Processed	[Guidance: examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]
Categories of Data Subject	[Guidance: examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	[Guidance: describe how long the data will be retained for, how it be returned or destroyed]

Schedule 4 – De minimis aid declaration

Insert Annex D (State Aid Letter of Evidence) of call announcement

This AGREEMENT has been entered into on the date stated at the beginning of it.

SIGNED AND DELIVERED as an)
AGREEMENT by:

[NAME OF DIRECTOR])

acting as Director for and on behalf of) Signature

UK Space Agency)

SIGNED AND DELIVERED as an)
AGREEMENT by:

[NAME OF DIRECTOR])

acting as Director for and on behalf of) Signature

[Name of Company])