

OFFICIAL (COMMERCIAL)

**GRANT AGREEMENT**

THIS Agreement is dated: (date tbc) 2022

**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 Project] (the **Project**) as set out in Schedule 2 (Proposal and Scope of Services) of this agreement. By this agreement the Grant Funder agrees to provide 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 Funds are 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]-tbc].

**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.

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

**Data Protection Authorities-** independent public authorities that supervise, through investigative and corrective powers, the application of the data protection law.

**Data Protection Impact Assessments (DPIA)** - a process to help identify and minimise the data protection risks of a project.

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

**GDPR:** means the General Data Protection Regulation 2016/679

**Grant Period:** the period for which the Funds are awarded and within which the Funds must be spent by the 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.

**Personal Data/Sensitive Personal Data /Data Subjects shall** have the same meanings as set out in the **General Data Protection Regulation** (GDPR) (EU) (2016/679) or any successor legislation.

**Project:** (project name/ref no:)

**Project Manager:** means the bodies appointed by the Grant Funder and the Grant Recipient with overall responsibility for management and delivery of the Project 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 schedule shall form part of this agreement.

**2. GRANT FUNDER'S OBLIGATIONS**

- 2.1 The Grant Funder shall make reasonable endeavours to pay the Funds to the Grant Recipient in accordance with Schedule 1 (Payments Schedule), subject to the necessary Funds being available to the Grant Funder when payments are due, and the Grant Recipient agrees and accepts that payments of the Funds can only be made to the extent that the Grant Funder has the available Funds.

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- 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 Project that may have a direct impact on the availability of Funds 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 Project 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 Funds to the Project 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 Funds exclusively for the purposes of the Project and Funds 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 Project Manager any loss of or abuse of Funds for any reason.
- 3.5 The Grant Recipient shall not transfer any part of the Funds 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 will ensure that delivery of the Funded Activities do not put the Grant Funders in breach of the UK's international obligations in respect of subsidies.
- 3.8 The Grant Recipient will maintain appropriate records of compliance with the relevant subsidy control regime and will take all reasonable steps to assist the Grant Funder to comply with the same and respond to any proceedings or investigation(s) into the Funded Activities by any relevant court or tribunal of relevant jurisdiction or regulatory body

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- 3.9 The Grant Recipient acknowledges and represents that the Grant is being awarded on the basis that the Funded Activities being undertaken using the Grant do not affect trade in goods and electricity between Northern Ireland and the European Union and shall ensure that the Grant is not used in way that affects any such trade.
- 3.10 The Grant Recipient acknowledges and accepts that the Grant is awarded on the basis that the Funded Activities being undertaken using the Grant are, and will remain -non-economic activities. The Grant Recipient shall ensure that measures are taken (where necessary), and maintained, to ensure that the Grant shall not be used to cross-subsidise any economic activity.
- 3.11 The Grant Recipient agrees that as a condition of receiving any Funds the Grant Recipient shall:
- (a) warrant that the Grant shall be used by the Grant Recipient solely for the delivery of the Project and in accordance with any agreed Project budget and delivery plan in coordination with the Project Manager;
  - (b) where the Grant Recipient has obtained matching funding from a third party in relation to its delivery of the Project, the amount of such matching funding shall be used in accordance with any agreed Project budget and delivery plan or its use otherwise notified to the Grant Recipient and the Project Manager;
  - (c) make all reasonable endeavours to spend the Funds in accordance with any Project budget and delivery plan and within the Grant Period, and not spend any part of the Funds on the delivery of the Project after the Grant Period has ended. Should any part of the Funds 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 Project (including any redundancy liabilities for staff employed by the Grant Recipient to deliver the Project) shall be the responsibility of and shall be managed and paid for by the Grant Recipient;
  - (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 Project;
  - (f) acknowledge and agree that Funds are subject to availability and where such Funds cease to be available they may not be capable of being paid in

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part or full and the Grant Funder shall not be responsible for any failure to pay Funds in any such circumstances; and

- (g) grant an unlimited, perpetual, royalty free, irrevocable, transferable, world-wide licence to the Grant Funder to use Project reports/study results.
- (h) warrant that Funds are 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 Funds shall be shown in the Grant Recipient's account(s) as a restricted fund and shall not be included under any form of general funds.
- 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 Funds 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 Funds held, , 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 Funds, 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 Project Manager, the Grant Recipient shall monitor the delivery and success of work packages it has allocated Funds 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.

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- 5.3 The Grant Recipient shall provide the Grant Funder with a Quarterly financial and operational report on the delivery of the Project in such formats as the Grant Funder may reasonably request.
- 5.4 Where the Grant Recipient has obtained third party matching funding for delivery of part of the Project , 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 Project Manager) with such further information, explanations and documents as the Grant Funder may reasonably require in order for it to establish that the Funds are 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 or a statement of self-certification must be completed and sent to the Grant Funder on completion of the project and no later than 31 March 2023. If the Project 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 Funds 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 Project and in any written or spoken public presentations about the Project 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.

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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 Project that may be instigated and/or organised by the Grant Funder in conjunction with the Project 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 the Project, and shall retain ownership of all Intellectual Property Rights arising in them by their implementation of the Project.

7.3 Where the Grant Funder has provided the Grant Recipient with any of its Intellectual Property Rights for use in connection with the Project (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.



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- 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 Grant Recipient shall comply at all times with all data protection legislation applicable in the UK from time to time
- 10.2 The Grant Recipient warrants that it shall under this Agreement Process only on documented instructions (included in Schedule 3 of this Agreement ) by the Grant Funder, including regarding international transfers (unless, subject to certain restrictions, is legally required to transfer to a third country or international organisation);
- (a) Provide all reasonable assistance to the Grant Funder in the preparation of any Data Protection Impact Assessment (see <http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32016R0679&from=EN> of the GDPR) prior to commencing any processing. Such assistance may at the discretion of the Grant Funder, include:
- I. systematic description of the envisaged processing operations and the purpose of the processing;
  - II. an assessment of the necessity and proportionality of the processing operations in relation to the services;
  - III. an assessment of the risks to the rights and freedoms of Data Subjects; and
  - IV. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

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- (b) ensure those processing personal data are under a confidentiality obligation (contractual or statutory);
- (c) appoint a suitably qualified data protection representative to manage the data;
- (d) keep records of their data processing activities performed under this Agreement in order to be able to provide information included in those records to the Data Protection Authorities, upon request. Records should include: (1) details of the data controller and data processor and their representatives; (2) the categories of processing activities that are performed; (3) information regarding cross-border data transfers and; and (4) a general description of the security measures that are implemented;
- (e) take all measures required under the security provisions which includes pseudonymisation and encrypting personal data as appropriate;
- (f) only use a sub-processor with the Grant Funder formal written consent (specific or general, although where general consent is obtained processors must notify all and any changes to Grant Funder, giving them an opportunity to object);
- (g) flow down the same contractual obligations to sub-processors;
- (h) notify the Grant Funder without undue delay data breaches;
- (i) assist the Grant Funder in responding to requests from individuals (data subjects) exercising their rights;
- (j) assist the Grant Funder in complying with the obligations relating to a security breach notification, Data Protection Impact Assessment and consulting with supervisory authorities;
- (k) securely destroy (providing evidence that this has occurred e.g. a secure waste disposal certificate from a third party) or return as instructed by the Grant Funder all personal data at the end of the Agreement (unless storage is required by EU/member state law);
- (l) Make available to the Grant Funder all information necessary to demonstrate compliance; allow/contribute to audits (including inspections by the Grant Funder or a third party); and inform the Grant Funder if its instructions infringe data protection law or other EU or member state data protection provisions.

10.3 The Grant Funder may require further assurances during the Agreement through a series of questions as to the Grant Recipient's GDPR compliance.

10.4 Notwithstanding any other remedies available to the Grant Funder, the Grant Recipient shall fully indemnify the Grant Funder as a result of any such breach of the General Data Protection Regulations (GDPR), by the Grant Recipient or any other

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party used by the Grant Recipient in its performance of the Agreement, that results in the Grant Funder suffering fines, loss or damages.

**11. WITHHOLDING, SUSPENDING AND REPAYMENT OF FUNDS**

11.1 The Grant Funder's intention is that the Funds 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 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 Funds, or require any part or all of the Funds to be repaid. The Authority may exercise this right if, in particular, any of the following events occurs:

- (a) the Grant Recipient uses the Funds 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 on the delivery of the Project;
- (c) the Grant Funder reasonably believes that the activities of the Grant Recipient may bring the reputation of the Project 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 (within the meaning of section 1124 of the Corporation Tax Act 2010)
- (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 Funds 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 Funds;

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 Project, both parties reserve the right, in

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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 **£7,500**.
- 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 Project or the use or misuse of Funds.
- 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

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(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 Funds);
- (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.

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**15. DURATION**

- 15.1 The terms and conditions of this agreement shall apply from the date of the agreement and remain in full force and effect until [DATE-to be added].
- 15.2 The stated duration is made up of a 12-month Project period, plus 2 months for final review of the final output and invoice processing.
- 15.3 The agreement may be extended for a period of up to six (6) months at the sole discretion of the Grant Funder, in advance of the expiry of the initial term. Any extension to the agreement will be on the basis of a time only extension granted in exceptional circumstances and where an unforeseen and evidenced delay has occurred to the Project.

**16. TERMINATION**

- 16.1 The Grant Funder may terminate this agreement (and any Funds 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;

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- (b) the Grant Recipient shall cease all work under the agreement and promptly repay to the Grant Funder any Funds still held by the Grant Recipient 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 Funds 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 trademarks 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 funds 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

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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.



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- 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.

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**Schedule 1 – Milestone Payment Plan**

Schedule to be added

OFFICIAL (COMMERCIAL)

**Schedule 2– Proposal and Scope of Services**

**Proposal to be imported**

**Schedule 3 – Schedule of Processing Personal Data and Data Subjects**

The Grant Recipient shall only process in accordance with the instructions as advised below and comply with any further written instructions with respect to processing by the Grant Funder. Any such further written processing instructions required by the Grant Funder shall be incorporated into this Schedule and shall be a subject of a formal amendment to this Agreement.

Description	Details
Subject matter of the processing	The personal data of any person or persons who will be party to and included in any or all activities throughout the duration of the project.
Duration of the processing	Project Commencement Date stated at Clause 1 until 2 months following receipt of the final milestone payment from the Grant Funder.
Nature and purposes of the processing	Any operation performed using personal data (whether those operations are automated or not) including, but not limited to, collecting, recording, organising, structuring, storing, modifying, consulting, using, publishing, combining, erasing, and destroying data. This includes, but is not limited to, undertaking project milestones and deliverables as described in Schedule 2 It also includes, but is not limited to, employment processing and recruitment assessment.
Type of Personal Data	Personal data can include, but not limited to: name, address, date of birth, NI number, telephone number, pay, images, biometric data.
Categories of Data Subject	Data subjects including, but not limited to: staff (including project partner organisations, volunteers, agents, and temporary workers), Grant Funder/clients, suppliers, students/pupils, members of the public.
Plan for return and destruction of the data once the processing is complete UNLESS required to under European Union or member state law to preserve that type of data	Data to be retained no longer than 2 months following receipt of the final milestone payment from the Grant Funder. Data to be destroyed as per Grant Recipient's data handling procedures and confirmation of same sent to Grant Funder no later than five working days after destruction.

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

**SIGNED** by: ) .....  
[Name] ) Signature  
for and on behalf of )  
**UK Space Agency** )

**SIGNED** by: ) .....  
[NAME] ) Signature  
for and on behalf of )  
**Grant Recipient**