# **HENRY ROYCE INSTITUTE: ROYCE EQUIPMENT ACCESS SCHEMES**

# **APPLICATION FOR FUNDING – UK BASED SMALL MEDIUM ENTERPRISES**

The Henry Royce Institute for advanced materials is offering subsidised access to state-of-the-art materials science and engineering equipment to support SMEs, spinouts. and start-ups based in the UK.

Fields marked \* are compulsory.

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| --- | --- |
| **Company information** | |
| **Contact first name\*** |  |
| **Contact surname\*** |  |
| **Company name\*** |  |
| **Company size\*** |  |
| **Post code\*** |  |
| **Companies House/Registration Number\*** |  |
| **Contact email address\*** |  |
| **Innovation Problem** | |
| **What is your aim and scope for this request?\*** If possible, please include details on number of samples and sample types. Up to 150 words | |
| **Do you know which equipment you want to access?\*** | *Yes*  *No* |
| Where known, please describe and include link to equipment from the Royce website: | |
| **Which Royce Partner do you want to work with\*** | |
| **To help us track the impact of this scheme, please advise whether you have benefitted from the Royce Access Scheme before?\*** | *Yes*  *No* |
| **If Yes, which Partner(s) did you work with?** | |
| **Declaration** | |
| Subsidy control declaration and confirmation the programme of work is for the benefit of the applicant organisation only. | *Yes*  *No* |
| Confirm accept T&Cs of the scheme, that the information supplied is correct and consent for it to be managed in accordance with Royce’s [privacy policy](https://www.royce.ac.uk/privacy-policy/).\* | *Yes*  *No* |

|  |
| --- |
| **TO BE COMPLETED BY ROYCE PARTNER FACILITY** |
| **Royce Partner:** Click or tap here to select |
| **Name(s) of Facility contact:** |
| **Date approved**: Click or tap to enter a date. |
| **Reference number:** |
| **Who will carry out the work?** |
| **Will the applicant be present during the experimental work? If so, please give a brief description:** |
| **Partner to confirm**:   * the proposed methodology is appropriate to the research question being asked, has been discussed with the applicant, and any caveats or limitations on the data to be outputted have been explained *(click box)* * responsibility for sample preparation and disposal has been discussed and agreed *(click box)* * responsibility for completing all necessary risk assessments and COSHH documentation has been discussed and agreed *(click box)* * any issues of confidentiality associated with the work package and results/data expected to arise from carrying out the work have been discussed with the applicant and appropriate actions agreed *(click box)* * quote has been issued to the applicant *(click box)* |
| **Work approved^ (e.g. number of samples to be analysed, instrument name/service provided and associated days/hrs):**    ***^ Scheduled work may take less equipment time than scheduled due to the nature of the work being undertaken. The facility at the Royce Partner is not bound to fulfil scheduled days if the work package is completed in less time than anticipated.*** |

**Conditions of Contract for the supply of Services by a Royce Partner in relation to the**

**SME Access Scheme and/or the Non-Commercial Access Scheme**

* 1. Definitions
     1. In this Agreement (except where the context otherwise requires) the defined words and expressions shall have the meanings specified below:

**“Agreement”** these Conditions of Contract;

“**Background**” information, data, techniques, Know-how, inventions, discoveries, software and materials (regardless of the form or medium in which they are disclosed or stored) which are provided by one party (whether belonging to that party or to a third party) to the other party for use in the performance of the Services, and whether before or after the date of this Agreement, except any Deliverables;

**“Business Day”** Monday to Friday (inclusive) except bank or public holidays in England;

**“Confidential Information”** a party's confidential information is: any Background disclosed by that party to the other parties for use in the performance of the Services and any of the Deliverables in which that party owns the Intellectual Property Rights; and any other information disclosed by that party to the other party for use in the performance of the Services or under this Agreement;

**“Contract Price”** the cost of the Services as specified in a quotation that shall be provided to the User (**“Quotation”**);

**“Control”** the ability to direct the affairs of another person, whether by virtue of the ownership of shares, by contract, or in any other way;

**“the Data Protection Laws”** (a) any Applicable Law to which a Party is subject from time to time in any territory in which they Process Personal Data and which relates to the protection of individuals with regards to the Processing of Personal Data and privacy rights, including without limitation the GDPR and the e-Privacy Directive and relevant member state laws in the European Economic Area ("EEA") and in relation to the United Kingdom ("UK") the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (amended by SI 2011 no. 6) and the GDPR (as incorporated into UK law under the UK European Union (Withdrawal) Act 2018) as the same are amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586), as amended to be referred to as PECR, DPA 2018 and the UK GDPR respectively, as the same are amended, consolidated, modified, re-enacted or replaced from time to time;

(b) any code of practice or guidance published by a Regulator from time to time; and/or

(c)any binding pronouncements (including findings, orders, decisions and/or judgements) issued by a Regulator or a court;

“**Deliverables**” the deliverables which are developed, created, written, prepared, devised or discovered by the Royce Partner for the User;

**“Facilities IP”** Intellectual Property Rights relating to the operating, configuring, developing and optimising of the Royce Partner’s facility (equipment, systems and software) and the methods and techniques to do so;

**“Funder”** the Engineering and Physical Sciences Research Council;

**“Group Company”** any undertaking which for the time being Controls, or is Controlled by, the User or which for the time being is Controlled by a third person which also Controls the User;

**“Intellectual Property Rights”** patents, rights to inventions, trademarks, service marks, registered designs, copyrights and related rights, database rights, design rights, rights to use and protect confidential information, in each case whether registered or unregistered, including rights to apply for and be granted and applications for any of the above and any continuations, continuations-in-part, divisional applications, renewals or extensions of, and rights to claim priority from, those rights, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above;

**“Party”** either the User or the Royce Partner individually or together as the **“Parties”;**

**“Royce”** the Henry Royce Institute for Advanced Materials, of which the Royce Partner is a member;

**“Royce Leadership and Business Development Team”** The senior leadership team based at the Royce hub at The University of Manchester responsible for coordinating Royce activities and the Business Engagement Team across the Henry Royce Institute responsible for managing interactions with external businesses and organisations.

**“Royce Partner”** the member of Royce (and legal entity) that is undertaking the Services on behalf of the User and all its servants, agents, successors and assigns.

**“Services”** the services, including the Deliverables, to be provided by Royce Partner on behalf of the User;

**“User”** the organisation participating in the User Access Scheme or the student/researcher participating in the Non-Commercial Access Scheme, requiring the Services of the Royce Partner whose details are set out in the Quotation.

1.2 In this Agreement, unless the context otherwise requires:

(a) references to a **clause** or **schedule** are to a clause of or a schedule to this Agreement; and

(b) words in the singular include the plural and vice versa and words of any gender include every other gender and references to legal persons shall include natural persons and vice versa; and

(c) headings in these conditions shall not affect their interpretation; and

(d) a reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it; and

(e) a reference to **writing** or **written** includes e-mail; and

(f) any obligation in this Agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.

* 1. Appointment and Term
     1. This Agreement sets out the terms and conditions pursuant to which the Royce Partner agrees to provide to the User the Services specified in the application for the scheme and the Quotation.
     2. The User shall engage the Royce Partner and the Royce Partner shall use reasonable endeavours to provide the Services in accordance with this Agreement.
     3. The Agreement shall commence on the date the Services start and shall continue until the Services are completed or until the Agreement is terminated in accordance with clauses 12 or 13.
  2. Supply of Services
     1. The Royce Partner shall use reasonable endeavours to carry out the Services in accordance with this Agreement.
     2. Any forecasts given by the Royce Partner as to the time of performance of the Services, or any aspect thereof, are given in good faith but are estimates only and shall not be binding on the Royce Partner. The time of performance of the Services, or any aspect thereof, shall not be of the essence.
     3. The Royce Partner shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Royce Partner shall notify the User in any such event.
     4. The User shall obtain and maintain all necessary requirements and licences and consents to comply with any relevant legislation in relation to the Services and co-operate with the Royce Partner in any manner reasonably required by the Royce Partner in order to carry out the Services, including provision of information, data and assistance, and making available suitably qualified employees.
     5. In the event that employees of the User attend the premises of the Royce Partner in the course of the delivery of the Services the User will ensure that said employees:
        1. comply with all reasonable instructions given by the Royce Partner;
        2. have appropriate training, qualifications and competence to undertake the tasks;
        3. comply with all applicable environmental and safety legislation and with the Royce Partner’s safety standards and protocols; and
        4. complete any applicable induction procedures as required by the Royce Partner.
  3. The Contract Price
     1. The Services shall be provided to the User at no charge to the User. The Contract Price shall be paid to the Royce Partner from the funding provided by the Funder for the SME Access Scheme and/or the Non-Commercial Access Scheme.
  4. Warranties
     1. The Royce Partner makes no warranty express or implied as to accuracy nor that work carried out will lead to any particular result, nor is the success of such work guaranteed and the Royce Partner will not be held responsible for any consequence arising out of the use of the Deliverables and/or any inaccuracies or omissions.
  5. Limitation of liability
     1. Subject to clause 6.3, the liability of either Party to the other for any breach of this Agreement, any negligence or arising in any other way out of the subject matter of this Agreement, the Services and the Deliverables, will not extend to:
        1. any indirect damages or losses; or
        2. any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity, whether direct or indirect,

Even, in each case, if the party bringing the claim has advised the other of the possibility of those losses, or if they were within the other Party's contemplation.

* + 1. Subject to clause 6.3, the aggregate liability of each Party to the other for all and any breaches of this Agreement, any negligence or arising in any other way out of the subject matter of this Agreement, the Project and the Deliverables, will not exceed in total the value of the Services.
    2. Nothing in this Agreement limits or excludes either Party’s liability for:
       1. death or personal injury caused by negligence; or
       2. any fraud or for any sort of liability that, by law, cannot be limited or excluded; or
       3. any loss or damage caused by a deliberate breach of this Agreement.
    3. In carrying out the Services the Royce Partner may use information provided to it by third parties. The Royce Partner shall not be liable for any defect or error in the provision of the Services any loss or damage caused to the User or to any third party due to the inaccuracy of information provided to the Royce Partner by the User or a third parties.
  1. Indemnity

7.1 The User shall indemnify the Royce Partner in respect of any costs, claims, demands or expenses incurred by the Royce Partner and/or for which it may be liable to any third party including, but not limited to, i) infringement of any third party rights, such as intellectual property rights, due to or arising from the acts, omissions or defaults of the User, ii) and the use of the Deliverables, and other information or material provided by the Royce Partner.

* 1. Representations
     1. This Agreement shall be governed exclusively by the provisions contained herein. No statement, description, information, warranty, condition or recommendation contained in any, catalogue, price list, advertisement or communication or made verbally by any of the Royce Partner’s agents or employees shall be construed to enlarge, vary or override in any way any of the provisions of this Agreement.
  2. Termination
     1. Either Party may terminate this Agreement with immediate effect by giving notice to the other Party if the other Party:
        1. is in breach of any provision of this Agreement and (if it is capable of remedy) the breach has not been remedied within 30 days after receipt of written notice specifying the breach and requiring its remedy;
        2. becomes insolvent, or if an order is made or a resolution is passed for its winding up (except voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed over the whole or any part of the other party's assets, or if the other party makes any arrangement with its creditors.
  3. Intellectual property

10.1 This Agreement does not affect the ownership of any Intellectual Property Rights in any Background or in any other technology, design, work, invention, software, data, technique, Know-how, or materials which are not Deliverables. The Intellectual Property Rights in them will remain the property of the Party which contributed them to the Project (or its licensors). No licence to use any Intellectual Property Rights is granted or implied by this Agreement.

10.2 All Intellectual Property Rights in the Deliverables shall vest in the User.

10.3 The User grants to the Royce Partner a non-exclusive, perpetual, royalty free licence to use the Deliverables for non-commercial purposes.

10.4 All Intellectual Property Rights in the Facilities IP shall vest in the Royce Partner.

10.5 The Parties acknowledge that the Royce may wish to publish a short report on the delivery of the Services in the form of a case study (“a Case Study”) to publicise the impact of the Royce. Any such Case Study will be subject to approval by the Parties, such approval not to be unreasonably withheld.

* 1. Confidentiality and Data Protection

11.1 Neither party will, either during the term of this Agreement or for 3 years after the expiry or termination of this Agreement, disclose to any third party, nor use for any purpose except as expressly permitted by this Agreement, any of the other party's Confidential Information.

11.2 The party receiving the Confidential Information (**the Recipient**) shall not be in breach of any obligation to keep any of the other disclosing party’s (**the Discloser**) Confidential Information confidential or not to disclose it to any other party to the extent that it:

11.2.1 is known to the Recipient making the disclosure before its receipt from the Discloser,

11.2.2 is or becomes publicly known without any breach of this Agreement or any other undertaking to keep it confidential;

11.2.3 has been obtained by the Recipient from a third party in circumstances where the third party is not in breach of any relevant legal obligation of confidentiality to the Discloser in respect of such Confidential Information;

11.2.4 has been independently developed by the Recipient;

11.2.5 is approved for release in writing by an authorised representative of the Discloser.

11.3 The User will not be in breach of any obligation to keep any of the Royce Partner’s information confidential or not to disclose it to any third party by making it available to any Group Company, or any person working for or on behalf of the User or a Group Company, who needs to know the same for the purpose of the delivery of the Services, provided it is not used except for that purpose and the recipient undertakes to keep that information confidential and procures that the recipient(s) are bound by obligations of confidentiality no less onerous to those set out in this Agreement.

11.4 The Royce Partner will not be in breach of any obligation to keep the User’s information confidential by disclosing the existence and purpose of this Agreement to the Royce Leadership and Business Development Team. The Parties acknowledge that such disclosure is required in order to record and monitor Royce activities.

11.5 If the Royce Partner receives a request under the Freedom of Information Act 2000 to disclose any information that, under this Agreement, is the User’s Confidential Information, it will notify the User and will consult with the User. The User will respond to the Royce Partner within 10 days after receiving the Royce Partner’s notice if that notice requests the User to provide information to assist the Royce Partner to determine whether or not an exemption to the Freedom of Information Act applies to the information requested under that Act.

11.6 Each party shall comply with the Data Protection Laws. In particular where a party (“Processor”) is processing personal data on behalf of the other party (“Controller”) it shall:

11.6.1 process it only for the purposes of complying with its obligations under this Agreement, in accordance with the Controller’s documented instructions from time to time and good industry practice;

11.6.2 ensure that appropriate technical and organisational measures shall be taken to ensure a level of security of Controller personal data appropriate to the risk (including measures taken against unauthorised or unlawful processing of Controller personal data and the accidental loss or destruction of, or damage to, such data) and promptly provide to the Controller details of those measures from time to time on receipt of Controller’s written notice;

11.6.3 not transfer, or otherwise directly or indirectly disclose, any Controller personal data to a third party or to a country or territory outside the European Economic Area without the prior written consent of the Controller which may be refused or granted subject to such conditions as Controller deems necessary; and

11.6.4 immediately and fully notify the Controller on receipt of any notices received by the Processor relating to the processing of Controller personal data including (but not limited to) data subject requests, complaints and/or correspondence or if any Controller personal data has been disclosed in breach of this clause or if it is lost, becomes corrupted, is damaged or is deleted in error and provide the Controller with such information and assistance as the Controller may require in relation to such notice or breach (at no cost to the Controller). The Processor shall provide and implement technical and organisational measures to help the Controller to fulfil its obligations in relation to such notices from or on behalf of data subjects in connection with the rights conferred on them by the Data Protection Laws.  For the avoidance of doubt, in no event shall the Processor respond directly to any notice relating to any Controller personal data.

11.7 The Processor shall comply with the provisions set out in Article 28 of the GDPR (together with any provisions referenced therein) which shall have effect as obligations on the Processor as if set out in full in this clause and the expressions “controller” and “processor” used in those provisions and incorporated in this Agreement pursuant to this clause shall be deemed references to the Controller and the Processor respectively. References to “personal data”, “processing, “data subject” shall have the meanings set out in the applicable Data Protection Laws.

* 1. Force majeure
     1. If the performance by either party of any of its obligations under this Agreement is delayed or prevented by circumstances beyond its reasonable control, that party will not be in breach of this Agreement because of that delay in performance.
  2. Bribery Act

13.1 The Parties acknowledge that the Bribery Act 2010 came into effect on 1 July 2011 and agree to abide by the statutory provisions as appropriate to their organisation.

* 1. Export Controls
     1. **E**ach Party will comply with applicable UK export control legislation and regulations. Each Party will comply with the specific conditions of any US export control legislation of which the other Party has informed it in writing and which are applicable to it.
  2. General
     1. This Agreement constitutes the entire agreement between the parties relating to the subject matter. Each party acknowledges that it has not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement. Each party waives any claim for breach of this Agreement, or any right to rescind this Agreement in respect of any representation which is not an express provision of this Agreement. However, this clause does not exclude any liability which either party may have to the other (or any right which either party may have to rescind this Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment before the signing of this Agreement.
     2. For the purposes of clarity this Agreement constitutes a contract for the provision of services and not a contract of employment.
     3. If a party fails to enforce, or delays in enforcing, an obligation of the other party, or fails to exercise, or delays in exercising, a right under this Agreement, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver of any provision of this Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.
     4. Nothing in this Agreement creates, implies or evidences any partnership or joint venture between the parties, or the relationship between them of principal and agent. Neither party has any authority to make any representation or commitment, or to incur any liability, on behalf of the other.
     5. This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation are governed by, and this Agreement is to be construed in accordance with, English law. The English Courts will have exclusive jurisdiction to deal with any dispute (including any non-contractual claim or dispute) which has arisen or may arise out of or in connection with this Agreement

15.6 Neither party shall publicly use, or allow the public use of, the name, logo or other identifying mark of the other Party, or the names of the other party’s personnel, expressly or impliedly, for any press release, advertisement, social media post or similar document, or for any similar purpose, without the other party’s prior written consent.