

Industrial Collaboration Programme 6 – award letter conditions

Below are the main conditions of the award for any projects awarded under Royce's Industrial Collaboration Programme 6.

Funding Award: The Funding Award is to be used to develop the Project as presented in the Application Form under Appendix 1 and in accordance with this Award Letter and the Funder's Head Terms. If there is any material variation from the Application Form then prior approval must be sought from Royce at Manchester before the funds are used. All funds must be spent by the Completion Date, no-cost extensions shall not be permitted.

Collaboration Agreement : The Recipient must enter into a collaboration agreement with any Co-Applicants. The Recipient may choose its preferred form of collaboration agreement, but we would recommend using an industry approved template such as a Lambert template or a Brunswick template (for inter-University collaborations). The collaboration agreement shall be in alignment with this Award Letter and the Funder's Head Terms. The collaboration agreement must be fully signed and a copy provided to Royce at Manchester within 1 month of commencement of the Project. Payment of the Funding Award shall be retained until a fully signed collaboration agreement has been submitted to Royce at Manchester.

Reporting: The Recipient is responsible for producing an end-of-project report, including a plan for any follow-on activity and a financial summary of the Project costs, to be submitted to the Royce at Manchester team upon completion of the Project. Full details can be found in Appendix 2. Projects not making sufficient progress against their milestones will be referred to the Royce CEO who will determine any corrective action as necessary, including the decision to suspend or terminate in accordance with this Award Letter. The Recipient shall respond to requests for information on the impact of the Funding Award upon request by Royce at Manchester for a period of 5 years from the Completion Date.

Interim Updates: Royce at Manchester reserves the right to request, upon reasonable notice, interim updates on the nature, progress, expenditure to date and status of the Project at any time during the term of the Award. The Recipient shall provide such requested information promptly and in the format, and timeframe reasonably requested by Royce at Manchester. If the Recipient (at the discretion of Royce at Manchester) does not provide an appropriately detailed response with the information requested by Royce at Manchester then Royce at Manchester may take action to suspend (Condition 14) the Award pending further investigation.

Case Study: Alongside the final report, a mid-project review and the production of a short case study are required. Royce at Manchester will use this to promote the success of the programme and to report impact. Case studies may be promoted through the Royce website and related channels. Full details can be found in Appendix 2.

Payment: Payment of the Funding Award will be made in arrears and based on actual Project cost incurred within the term of the Project, and the final payment of the Funding Award shall not be payable until and unless (in the reasonable opinion of Royce at Manchester) the Recipient has complied with the terms of this Award Letter, including but not limited to: entering into a collaboration agreement, the end- of-project report and the case study have been submitted, an Independent Accountant's Report or Director's statement has been submitted and Royce at Manchester is satisfied that the Award Funding has been spent properly in accordance with the Application Form and the Award Letter. All invoices for payment must be accompanied by cost logs for approval by Royce at Manchester.

Administration of Funds: Royce at Manchester reserves the right to request, at any time during the Project and upon reasonable notice, a breakdown of costs incurred to date, accompanied by relevant supporting documentation and justification of expenditure. Furthermore, the Recipient: (a) is responsible for ensuring that all expenditure it incurs on the Project is incurred validly and in accordance with this Award Letter and the Funder's Head Terms; and (b) will disclose the information necessary to enable Royce at Manchester to fulfil the associated requirements under the Funder's Head Terms which in the case of companies in receipt of grant funding will include the requirement to provide either an Independent Accountants Report (where the funding is over £50,000) or Statement of Expenditure signed by a company director (where the funding is under £50,000). Any expenditure in excess of the Funding Award shall be the responsibility of the Recipient, Royce at Manchester has no obligation to reimburse the Recipient in respect of such expenditure. The Recipient shall submit to Royce at Manchester a final statement of expenditure one month after Project completion showing all details required by the Funder's Head Terms. If the Funder requires the reimbursement by Royce at Manchester of any of the Award, then to the extent that such requirement arises from the acts or omissions of the Recipient, Recipient shall reimburse Royce at Manchester promptly together with any interest charged thereon by the Funder.

Subsidy Control: Each Party will comply with all applicable subsidy control laws and will provide such information as may be required by Royce at Manchester to demonstrate compliance. Industry Recipients and Partners will be required to provide an Independent Accountants Report or Director's statement. Further details under Appendices 2 and 3. The ICP awards funding to businesses under the Subsidy Control Act 2022 under the Research, Development and Innovation Streamlined Subsidy Scheme route categories 1 and 2. Projects are solely due to research, development and innovation only. Use of the Funding Award for commercial purposes is not allowed as noted within the guidance document. For the avoidance of doubt, Higher Education Institutions

and Research Technology Organisations are assumed to not use the Funding Award for commercial activities, therefore the Funding received by HEIs or RTOs is not considered a subsidy.

Publications: All publications arising from the Project shall be accompanied with the following statement to acknowledge the support of the Funder and Royce: “We wish to acknowledge the support of the Henry Royce Institute for Advanced Materials through the Industrial Collaboration Programme, funded from a grant provided by the Engineering and Physical Sciences Research Council EP/X527257/1”.

Duplicate Funding: Your attention is drawn to condition RGC 2.13 of the Funder’s Head Terms regarding applying for or using duplicate funding from any source for the same research project. Royce at Manchester retains the right to terminate this Award Letter and request the return of all or any part of the Funding Award where Royce at Manchester deems (at its sole discretion and acting reasonably) there has been a contravention of this condition or if it considers that the Funding Award has been used otherwise than as is set out in the Application Form and in accordance with this Award Letter.

Liability: Royce at Manchester accepts no liability, financial or otherwise, for expenditure or liability arising from the Project funded by this Funding Award except as may be set out in this Award Letter

Termination: Royce at Manchester may suspend, terminate, or reclaim this Award Letter with immediate effect upon written notice on the occurrence of any of the following events: (a) it reasonably suspects that the Recipient has or may use the Funding otherwise than in accordance with the terms of this Award Letter; (b) the Recipient enters into bankruptcy or liquidation or any other arrangement for the benefit of its creditors; or (c) the Recipient is in material breach of any of its obligations hereunder and such breach is not capable of remedy; or (d) is in breach of any of its obligations hereunder and remains in breach on the expiry of fourteen calendar days after receipt by Recipient from Royce at Manchester of written notice specifying the breach and the action reasonably required to remedy the same (for the avoidance of doubt, a breach shall include not making sufficient progress against its Project milestones); or (e) termination following a grievance (as detailed in the FAQs); or (f) funding for the Industrial Collaborator Programme is terminated by the Funder.

Suspension: Notwithstanding Condition 13 (Termination), Royce at Manchester reserves the right, at its sole discretion and upon written notice to the Recipient, to require the suspension of all or part of the work under the Project pending a review. Such review, conducted under Condition 4, may be initiated if Royce at Manchester has reasonable concerns regarding the Project’s progress, adherence to the Application Form, compliance with this Award Letter and/or the use of the Award Funding. The suspension shall continue until Royce at Manchester provides written notification to the Recipient to either resume the Project, modify the work, or proceed with termination under condition 13. Royce at Manchester shall not be liable for costs incurred by the Recipient from the

date of the Recipient's receipt of the notice to suspend for the period of suspension unless expressly agreed otherwise. Where Royce at Manchester needs to suspend, terminate, or reclaim the Award Letter, Royce at Manchester will inform the Recipient in writing.

Reimbursement following suspension or termination : Where the Award Letter is suspended or terminated the Recipient may submit its invoices for costs properly incurred on the Project up to the date of receipt of notice to suspend and/or terminate (whichever is the earliest). Royce at Manchester shall consider these invoices for payment and may request an independent audit report to accompany such invoices. All invoices shall be accompanied by a final report. Where the Award Letter is suspended, terminated, or reclaimed then to the extent that such action arises from the acts or omissions of the Recipient, the Recipient shall reimburse Royce at Manchester for either the whole or relevant part of the Funding Award (to be determined by Royce at Manchester acting reasonably) promptly together with any interest charged thereon.

Audit: The Recipient acknowledges that it is responsible for the conduct and administration of the funding received under this Award Letter and will be accountable for the use of public funds, ensuring that all expenditure is subject to robust controls. Upon request from Royce at Manchester, the Recipient must provide full evidence of expenditure, which shall include, but not be limited to, all itemised purchase receipts, self- receipts where applicable, all invoices, and evidence of all payments to the Co-Applicant and any information requested by Royce at Manchester to enable it to comply with the Funder's Head Terms, including evidence that funds have been spent on the costs identified in the Application. The Recipient and any Co-Applicants shall maintain full and accurate records of all expenditure incurred in connection with the Project.

The Recipient shall ensure that the Project is carried out in accordance with the UKRI Trusted Research and Innovation principles and expectations (<https://www.ukri.org/publications/ukri-trusted-research-and-innovation-guidance/ukri-trusted-research-and-innovation-principles-and-expectations/>) and all applicable ethical, legal and regulatory requirements including but not limited to relevant provisions of the Animals (Scientific Procedures) Act 1986, UK General Data Protection Regulation, the Data Protection Act 2018, the National Security and Investment Act 2021, the Export Control Act 2002, the Bribery Act 2010, the Fraud Act 2006, the Equality Act 2010 and the Modern Slavery Act. Where required, the Recipient shall ensure that all relevant export controls regulations/licences will be in place prior to commencement of the Project.

Export Control: It shall be the responsibility of the Recipient to carry out any due diligence required to ensure that the Project is undertaken in accordance with all applicable export control regulations and that export control licenses are obtained where required.

Governing Law: This Award shall be governed and construed in accordance with the laws of England and the Parties agree to the exclusive jurisdiction of the English Courts.