

Henry Royce Institute

MATcelerate Award Letter Conditions

Below are the main conditions of the award for any projects awarded under MATcelerate.

Funding Award:

The Funding Award is to be used to develop the Project as presented in Appendix 1 and in accordance with this Award Letter and the Funder's Head Terms. If there is any material variation from Appendix 1 then prior approval must be sought from Royce at Manchester before the funds are used.

The Funding Award can cover 100% of direct costs only. No indirect costs (including but not limited to overheads) can be paid under this Funding Award.

The Funding Award must be spent by the End Date. Royce at Manchester shall not reimburse any costs spent after the End Date.

The expectation for this Award is that it shall be led and managed by the Recipient TTO, who shall ultimately be responsible to Royce at Manchester for the satisfactory completion of the Project in accordance with the Application Form and this Award Letter. The Recipient TTO shall maintain oversight of the Recipient University's use of the Award Funding to ensure that it is always in compliance with this Award Letter and the Project as described in the Application Form.

Reporting:

The Recipient TTO shall produce 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 team at the end of the Project.

The Recipient TTO and the Recipient University shall each respond to requests for information on the impact of the Funding upon request by Royce at Manchester for a period of 5 years from the Completion Date.

Case Study:

Alongside the final report, the production of a short case study is required from the Recipient TTO. Royce 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.

Payment:

In accordance with the Funder's Head Terms, the Funder and Royce at Manchester has undertaken to provide up to the maximum sum of the stated Funding Award, which shall be paid to and held by the Recipient University. The Funding shall be paid to the Recipient University and shall be spent on the Project in accordance with this Award Letter.

The sole financial obligation of Royce at Manchester under this Award shall be to forward the payments allocated to the Recipient University, subject to its receipt of the funds from the Funder.

Payments shall be made to the Recipient University within thirty (30) days of receipt of a valid invoice in accordance with the terms of this Award Letter, subject always to Royce at Manchester being in receipt of funds from the Funder.

Administration of Funds:

The funds shall be used by the Recipient TTO and the Recipient University to develop the Project, as set out in your Application Form. Any expenditure in excess of the Funding Award shall not be recoverable from Royce at Manchester.

Up to 10% of the awarded amount for each category may be vired between staff, travel, consumables and non-Royce facilities categories without approval from Royce at Manchester. Virement from overheads or Royce facilities is not allowed. Virement from budgets for Subcontracting, Market Research or any other cost categories must obtain prior approval from Royce at Manchester via the submission of a change request form.

Invoices should be sent to Royce at Manchester (as set out below) promptly upon the End Date and in any case within 1 month following the End Date. The invoice should quote both the Royce at Manchester's Reference (as stated on this Award Letter) and the Purchase Order Number that will be issued by Royce at Manchester. The Recipient should consider that an invoice that does not contain Royce at Manchester Reference and the Purchase Order Number is invalid for Royce at Manchester's payments.

Claims should be made in arrears and be based on actual cost incurred during the Project and should be accompanied by a detailed statement of expenditure. Royce at Manchester retains the right to audit where requested by the Funder.

The Recipient University's final invoice and statement of expenditure must be submitted to Royce at Manchester by 1 month following the End Date.

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 and Suspension:

Royce at Manchester may suspend, terminate or reclaim this Award Letter upon written notice on the occurrence of any of the following events: (a) it reasonably suspects that the Recipient TTO or Recipient University has or may use the Funding otherwise than in accordance with the terms of this Award Letter; (b) the Recipient TTO or Recipient University enters into bankruptcy or liquidation or any other arrangement for the benefit of its creditors; or (c) the Recipient TTO or Recipient University is in material breach of any of its obligations hereunder and such breach is not capable of remedy; or (d) the Recipient TTO or Recipient University is in material breach of any of its obligations hereunder and such breach is capable of remedy but the Recipient TTO or Recipient University remains in breach on the expiry of twenty eight 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; or (e) the funding for the MATcelerate Programme is revoked by the Funder.

Where Royce at Manchester needs to suspend, terminate or reclaim the Award Letter, Royce at Manchester will inform the Recipient TTO and/or Recipient University in writing and the Recipient TTO

and/or Recipient University will have 30 days to make representations to Royce at Manchester. 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 TTO and/or Recipient University, the Recipient TTO and/or Recipient University 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.

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.

Subsidy Control:

For the avoidance of doubt, MATcelerate awards fund pre-commercialisation/precompetitive university research projects for the benefit of the Technology Transfer Organisation as a whole and not that of a single organisation. MATcelerate awards are considered not to meet the subsidy threshold as funding is typically channelled to university research projects which are assumed to be conducting non-economic activities.