

## Commercial in Confidence

«MrMrs» «First\_Name» «Surname»  
«Company\_name»  
«Address\_line\_1»  
«Address\_line\_2»  
«City»  
«County», «postcode»

UWSP Concepts Limited  
Advantage Proof of Concept Grant Fund  
The Venture Centre  
Sir William Lyons Road  
Coventry CV4 7EZ

«Date»

Dear «MrMrs» «Surname»

### Advantage Proof of Concept Grant Fund - Offer of Grant – «Project\_title» Ref «Ref\_No»

1. On behalf of Advantage West Midlands I am pleased to inform you that UWSP Concepts Limited (UWSPCL) offers «**Company\_name**», «**Company\_Reg\_no**» ("the Grant Recipient"), a Grant from the Advantage Proof of Concept Grant Fund of not more than «**Grant\_amount**» or **75%** eligible project costs, whichever is the lower.

The grant is to enable the Grant Recipient to carry out a project to develop a «**Project\_title**» in accordance with the Grant Recipient's application dated «**Date\_app\_rec**» ("the Project"). The Project has been assessed and will be monitored by officers of UWSP Concepts Limited on behalf of Advantage West Midlands and the European Regional Development Fund.

2. This offer is subject to the terms and conditions of this letter and the Standard Grant Conditions in the Schedule attached to it.
3. Basic details of the offer are:

**Project Start Date:** «panel\_date»  
**Project To Be Completed By:** «panel\_date\_\_6\_months»  
**Final Claim For Payment To Be Submitted By:**  
«panel\_date\_7\_months»  
**Maximum Grant Offered:** «**Grant\_amount**»

The attached Schedule sets out in more detail the conditions under which the Grant will operate. The Schedule includes details on how to claim the Grant, the supporting documentation to accompany any claim, and what to do if the Grant Recipient experiences problems or its circumstances change.

4. This offer remains open for acceptance until 3 months after Grant Offer Letter date above. It must be accepted by a Director or authorised signatory of the Grant Recipient signing and dating the acceptance on behalf of the Grant Recipient and returning it, together with a completed copy of **Annex A**, to UWSP Concepts Limited. In so doing, the Grant Recipient agrees to all the

terms and conditions set out in this Grant Offer Letter and the attached Schedule.

5. By accepting this offer the Grant Recipient represents that it has made all reasonable enquiries concerning copyright, design rights and patent rights or other intellectual property rights and that, to the best of its belief, there are no copyright, design rights or patent rights or other intellectual property rights which are required in connection with the carrying out of the Project or the exploitation of the project's results which are not owned by, or available to, the Grant Recipient.
6. The day-to-day management of the Project is the responsibility of the Grant Recipient, **which must appoint a Project Manager** to act as a focal point for contact. Details of the Project Manager must be provided by completing the attached form. If the Grant Recipient accepts this offer the Project will be monitored by a representative appointed by us. We will provide you with details of this representative.
7. The Grant Recipient must inform UWSP Concepts Limited's appointed representative forthwith in writing of any event or circumstance likely to affect the commencement or completion of the Project in accordance with the original proposal and agreed timeframe or if it discontinues the Project. The Grant Recipient must also inform that representative in writing preferably in advance of any event or circumstances affecting or likely to affect the Grant Recipient, the Project or the Project Manager.
8. UWSPCL, AWM and representatives of the European Regional Development Fund and/or Commission of the European Communities shall have the right to inspect the Project and the exploitation of its results at any reasonable time and from time to time and to require such further information to be supplied as we see fit. Such further information may include information about the Grant Recipient's (plus any related company or group) financial position.

Further in accordance with Articles 13 and 16 of Commission Regulation 1828/2006 of 8 December 2006 the Grant Recipient may be subject to Article 13 verification visits and Article 16 audits of operations visits. This regulation can viewed on the Commission website at:

[http://ec.europa.eu/regional\\_policy/sources/docoffic/official/reglem\\_en.htm](http://ec.europa.eu/regional_policy/sources/docoffic/official/reglem_en.htm)

and the Advantage West Midlands's website at:

[http://www.advantagewm.co.uk/Images/Council\\_Regulations\\_1828\\_tcm9-9934.pdf](http://www.advantagewm.co.uk/Images/Council_Regulations_1828_tcm9-9934.pdf)

The Article 13 verification visits and Article 16 audits of operations visits will be conducted in accordance with national guidance and AWM's local management and control procedures which are available on request and at reasonable times and on reasonable notice.

9. By accepting this Offer, the Grant Recipient is deemed to have approved the publicity of the following details: name of recipient, amount, location, sector and a brief description to be submitted by the Grant Recipient.

10. We may provide Advantage West Midlands with information about assistance under this offer in compliance with contractual obligations and such information may be provided to the Commission of the European Communities in compliance with contractual and/or treaty obligations.
11. The Grant Recipient may not announce it has received a Grant until authorised to do so in writing by us.
12. This letter including the Schedule and its acceptance and the obligations, duties and rights arising therefrom shall be governed by and construed in accordance with English law.

**Pre-Payment Conditions**

- i) **No claim may be submitted in respect of any cost that has not yet been defrayed. Defrayal requires that a liability must have been both incurred and discharged. Liabilities are only discharged when funds actually leave the bank account or cash resources of the claimant, in settlement of that liability.**
- ii) **Payment will only be made in respect of eligible expenditure as referred to in the Standard Grant Conditions in the Schedule.**
- iii) **Payment will only be made in respect of 75% of evidenced, invoiced cost net of any recoverable VAT.**
- iv) **Where the Grant is conditional upon successful applications for match funding from other sources, the Grant may not be drawn down and will not commence until written confirmation *and* evidence (in a form acceptable to UWSP Concepts Limited) has been received by UWSP Concepts Limited from the Grant Recipient that the project activity is fully funded.**

Yours sincerely

***David C Grindrod***  
***Project Director***

**ACCEPTANCE OF OFFER OF ASSISTANCE**

«**Company\_name**» accepts the terms and conditions set out in the UWSP Concept Limited's offer letter dated «**Date**» and the accompanying Schedule and declares that the Grant Recipient has made all reasonable enquiries concerning copyright, design rights and patent rights or other intellectual property rights and that, to the best of its belief, all copyright, design rights or patent rights or other intellectual property rights which are required in connection with the carrying out of the Project and the exploitation of the Project's results are owned by, or available to, the Grant Recipient.

**Signed** ..... **Date.** .....

**Name** (block capitals) .....

**Position** (block capitals) .....

**Director or authorised signatory for and on behalf of «Company\_name»**

**Project Management**

To ensure direct and open communication during the duration of the project, please complete the following details:

**Project Management Contact Details**

**The Project Manager as defined in Paragraph 6 above will be:**

Name.....

Telephone number:.....

Email address.....

**Bank or Building Society Account Details**

**Grant payments are made direct to a bank or building society account (rather than by payable order). Electronic payments are quicker and more secure. Please give the relevant details below:**

**Bank Name:**.....

**Bank Address:**.....

.....

.....

**Post Code:** .....

**Account Name:**.....

**Branch Sort Code:**.....

**Account Number:**.....

**Signed:**..... **Date:** .....

**ANNEX A**

**DECLARATION OF FINANCIAL HISTORY**

A separate declaration must be signed by each Director of the Grant Recipient or, where the project sits within a university, the named applicant or an appropriate representative of the university (use photocopies of the declaration where necessary - only original copies of signatures will be accepted). Any information that comes to light as a result of this declaration will be treated in confidence and does not necessarily debar you from receiving a grant under this scheme.

In the last 10 years:	Tick	
	Yes	No
1. Have you ever been disqualified from being a company director or a member of a limited liability partnership under the Company Directors Disqualification Act (1986)?	Yes	No
2. Have you ever been a director of a Company or a member of a limited liability partnership subject to any formal insolvency procedure such as Receivership, Liquidation, Administration or subject to an arrangement with its creditors?	Yes	No
3. Have you ever been the Proprietor, a Partner or Director of a Company which has been subject to an investigation (completed, current or pending) undertaken under the Companies, Financial Services or Banking Acts?	Yes	No
4. Have you ever been the Sole Trader, a Proprietor, a Partner or a member of a limited liability partnership or a Director of a Company which has been requested to repay a grant under any Government scheme?	Yes	No
5. Have you ever been declared bankrupt or subject to an arrangement with creditors?	Yes	No

If you have answered “Yes” to any of the above questions has been given, please give full details. We will confirm any information with the relevant regulatory or other body.

**DECLARATION**

I confirm, to the best of my knowledge that the above questions have been truthfully answered and full details have been disclosed, where required. I also agree to immediately inform the allocated representative of UWSP Concepts Limited, if any of the above information contained in this declaration has changed or changes in the conditions periods as detailed in the Grant Offer Letter and attached Schedule. I understand that a false or misleading declaration could lead to the Grant Offer Letter being revoked and any grant paid thereon being recovered.

**Signature**.....**Date**.....

**Please print name in full**.....

**Position**.....**Organisation**.....

**Caution: Please note that the making of an untrue statement for the purpose of obtaining grant is a criminal offence.**

**SCHEDULE**  
**STANDARD GRANT CONDITIONS**

**1. GENERAL CONDITIONS**

**1.1 Further Definitions**

“Application”	The application by the Grant Recipient for a grant from the Advantage Proof of Concept Fund.
“Contract”	The provision of the Grant subject to the provisions of the Grant Offer Letter and these conditions and such part of the Application as is accepted by UWSP Concepts Limited in making the offer of Grant in the Grant Offer Letter.
“Grant”	The grant described in the Grant Offer Letter.
“Grant Offer Letter”	The letter from UWSP Concepts Limited to the Grant Recipient specifying the amount of grant that has been offered and any special conditions of award in addition to these Standard Grant Conditions.
“Grant Recipient”	The person, firm, company or university which has been awarded the Grant.
“Intellectual Property”	Includes all inventions, discoveries, materials, technologies, products, data, algorithms, software, patents, databases, copyright and know-how.
“Project”	A project funded in whole or in part by the Grant.
“Start Date”	Means the start date as set out in the Grant Offer Letter.

**1.2 Applicability**

Advantage Proof of Concept Grants awarded by UWSP Concepts Limited on behalf of Advantage West Midlands are subject to the Standard Conditions of Grant and the provisions of the Grant Offer Letter.

**1.3 Acceptance of a Grant**

Before any Grant may be drawn down the Grant Recipient must accept, and agree to abide by these Standard Conditions of Grant and the terms and conditions of the Grant Offer Letter by signing and returning the acceptance form provided with the Grant Offer Letter. In accepting the Grant the Grant Recipient is undertaking to ensure that sufficient resources not provided by the Grant are provided by the Grant Recipient to fully support the activities described or referred to in the Grant Offer Letter for the duration of the Grant.

## **1.4 Use of a Grant**

The Grant Recipient must use his/her/its best endeavours to ensure the funded activity is completed within the agreed period and within the overall amount of Grant awarded. The use of Grant monies for any purpose other than that specified in the Grant Offer Letter is not permitted without the prior written approval of UWSP Concepts Limited.

## **2. MONITORING**

The Grant Recipient agrees and accepts that it is subject to the verification and audit visits referred to in paragraph 8 of the Grant Offer Letter and the Grant Recipient shall at all times cooperate and assist with any monitoring, verification, auditing and/or inspections and shall promptly provide all information which may be requested during or as a result of such monitoring, verification, auditing and/or inspections.

## **3. TRANSFER OF AN AWARD**

The Grant is personal to the Grant Recipient and may not be assigned or otherwise transferred without the prior written consent of UWSP Concepts Limited.

## **4. LIMITATION OF LIABILITY**

UWSP Concepts Limited shall not be liable for and accepts no responsibility, financially or otherwise, for expenditure (or liabilities arising out of such expenditure) or liabilities arising out of the work funded by the Grant other than those specifically listed in the Grant Offer Letter and these Standard Grant Conditions. Notwithstanding any other provision in these Standard Grant Conditions, UWSP Concepts Limited shall not be liable to the Grant Recipient for any amount in excess of the Grant. UWSP Concepts Limited will not be liable for and shall not indemnify the Grant Recipient or any other person working on the Grant (including employees, students, visiting fellows and subcontractors) against any claims for compensation or against any other claims (whether under any statute or regulation or at common law) for which the Grant Recipient may be liable as an employer.

## **5. FINANCE & PAYMENTS**

### **5.1 Monitoring**

Each grant claim will be: -

- 5.1.1 Checked by item by UWSP Concepts Limited to confirm that it is an eligible expenditure. Any item which is not eligible expenditure will be deleted from the claim.
- 5.1.2 Be submitted by the Grant Recipient with original invoices. UWSP Concepts Limited will make certified copies of such invoices and provide such certified copies to Advantage West Midlands.
- 5.1.3 Checked by UWSP Concepts Limited to see that each item of eligible expenditure is supported by a corresponding evidence of defrayal e.g. Bank Statement.

5.1.4 Will be paid at 75% of eligible expenditure where it is evidenced that 100% of it has been defrayed.

5.1.5 Only ever pay Grant Claims net of recoverable VAT.

### **Claiming Grant**

#### **5.2 Conditions**

1. The Grant Recipient is offered the Grant on condition that it carries out the Project as defined in the Grant Offer Letter according to the timetable set out in the Application. The Grant Recipient can vary that timetable only with the prior written consent of UWSP Concepts Limited.
2. The Grant will be the lesser of «**Grant\_amount**» or 75% of the net eligible costs (as defined in condition 10 below) of the Project provided they are incurred (i.e. committed) on or after the Start Date and have been defrayed after the Start Date and before 60 days after the project end date (as specified in the Grant Offer Letter).
3. UWSP Concepts Limited reserves the right to stage payments based on milestones described in the Grant Offer Letter (3) Basic Details. Where milestones are specified, UWSP Concepts may withhold funds pending satisfactory completion of milestones and decommit funding where these milestones are not met.
4. UWSP Concepts Limited is under no obligation to pay more than 85% of the maximum grant offered until the Project has been completed to its satisfaction.

#### **5.3 Making a Claim**

1. The Grant Recipient shall claim on a regular basis that should not be more often than monthly. No individual Grant Claim shall total less than £5000 without the prior permission of UWSP Concepts Limited. This enables UWSP Concepts Limited to assess progress and to forecast budgets more accurately. Unless UWSP Concepts Limited otherwise agrees, payments will not be made at intervals of more than 6 months.
2. Each claim for payment must be accompanied by:
  - (i) a report on the Project covering:
    - (a) progress on the Project;
    - (b) any change in the nature or scale of the Project including an assessment of any change in the prospects of technical and commercial success;
    - (c) any change in the ownership of or beneficial interest in assets provided for the Project;
    - (d) Evidence of appropriate procurement for any new class of resource not previously claimed but which is included in the approved programme of work set out in the contract.
  - (ii) a statement of expenditure defrayed on the Project accompanied by original invoices and evidence of defrayment, ordinarily a bank statement, dated after the commencement of the Grant and for work undertaken after the commencement of the Grant;

- (iii) an up-to-date estimate of future Project costs indicating any significant variations in the amount or timing of payment of these costs;
  - (iv) where requested, the Grant Recipients latest audited accounts. If the Grant Recipient, in line with Section 249A of the Companies Act and subsequent amendments, does not need to have its accounts audited, then it must provide its latest set of annual or endorsed accounts in lieu of audited accounts, where requested. If the Grant Recipient's financial year ended more than 3 months before the date of the claim, then the Grant Recipient must supply unaudited or management accounts for the later period, where requested.
3. **Claims must be accompanied by full documentation and will be returned if not complete.** Provided UWSP Concepts Limited has received the requisite funds from Advantage West Midlands once a correct, fully documented claim has been received by it payment will normally be dispatched, or the claim rejected, within 30 calendar days, unless UWSP Concepts Limited requires further information to support the claim.
  4. The Grant Recipient must submit its final claim by 7 months after date of the Grant Offer Letter. UWSP Concepts Limited shall be under no obligation to make payment on claims received after this date and the Grant Recipient should assume that such claims are unlikely to be met.
  5. The Grant Recipient must retain all accounts, vouchers and invoices relating to the Project for a period of 3 years after the date on which final payment is made. UWSP Concepts Limited's representative shall be entitled at any time, and from time to time, upon reasonable notice, to inspect and be provided with copies of the same.
  6. In the event that the Grant Recipient is unable to complete the Project, where a first report has been submitted, a second report must be provided to cover the total expenditure defrayed on the Project from the end of the first claim period; and where a first report has not been submitted, a final report must be provided to cover the total expenditure defrayed on the Project. In the event that a report is not received within 3 months of UWSP Concepts Limited notifying the Grant Recipient that such a report is required, UWSP Concepts Limited may vary or withhold grant and/or the Grant Recipient may be required to repay all or part of the grant already paid.
  7. The Grant Recipient must make a final report on the Project when submitting its final claim for payment. Also, in the event that the Grant Recipient is unable to complete the Project, it must make a final report. The final report must be in the form prescribed by UWSP Concepts Limited endorsed by the Managing Director/head of department and must be submitted within three months of the end of the Grant Period. The final report will be a short summary or history of the Project and must outline all objectives achieved during the Project lifetime, explain how any obstacles were overcome and indicate where and how the Project will proceed in the future. In the event that the Grant Recipient fails to comply with the requirements of this paragraph within 3 months of UWSP Concepts Limited notifying the Grant Recipient that such a report is required,

UWSP Concepts Limited may vary or withhold the Grant and/or the Grant Recipient may be required to repay all or part of the Grant already paid.

8. Failure to submit a report may cause UWSP Concepts Limited to delay or refuse payment of all or part of the Grant, terminate an existing Grant and/or refuse to consider further applications from the Grant Recipient.
9. The Grant Recipient must provide to UWSP Concepts Limited a short report in an agreed format, on an annual basis for two years following the completion of an Advantage Proof of Concept Grant funded project providing current management data such as the status of any product produced during the project, turnover, employees etc.
10. Where the Project generates or part funds a collaboration with an HEI, UWSP Concepts Limited must receive a copy of any letter of agreement for collaboration / memorandum of understanding, which states what each side will receive from the collaboration and confirmation that it is the first involvement signed by each side.
11. Where following a successful Project new jobs are created, the Grant Recipient must provide details of the job, title, contract, expected duration, FTE, state date of employment and a letter or standard form (signed by the employer) from the employer confirming that new jobs are as a result of the Project. Additionally, if the location of the job is different from business address they must provide details and a record of the gender of the first post holder.
12. Where a successful Project helps to safeguard threatened jobs details of safeguarded job title, contract of employment, FTE, the employment profile at appraisal, confirmation of decision must be provided to UWSP Concepts Limited. On completion of the Project the Grant Recipient must provide to UWSP Concepts Limited a letter from the employer or standard form (signed by the employer) confirming safeguarded jobs are retained as a result of the Project and a statement showing how the Project prevented loss of the job(s).
13. A copy of any business plan produced as part of the funded Project or as a result of the funded Project must be provided to UWSP Concepts Limited within one month of its completion or one month after the project completion, whichever is the sooner.
14. If investment is made into the business, following a successful Project funded or part funded by the Grant, the Grant Recipient shall provide details of the investor and amount of investment to UWSP Concepts Limited within one month of the transaction completion.

## **6. CAPITAL ASSETS**

### **6.1 Definition**

“Asset” means an Asset which has a value as at the date of the Grant Offer Letter (or date of acquisition if the acquisition is funded by the Grant) of at least £5,000 and the cost of which forms part of any claim for Grant under the Scheme.

## **6.2 Inventory of the Fixed Assets**

You as Grant Recipient must establish and maintain an inventory of all of the Fixed Assets. For each of the Fixed Assets the inventory must show the following particulars:

1. date of acquisition;
2. description of each Fixed Asset;
3. price paid net of recoverable VAT;
4. amount of grant received in respect of the Asset;
5. location of the Asset;
6. serial or identification numbers;
7. location of the title deeds or ownership records (where relevant);
8. date and proceeds (net of VAT) of any Disposal; and
9. the name and address of any person to whom a Disposal is made.

## **6.3 Change of use of any Fixed Asset**

The Grant Recipient will not use any Asset for any purpose other than the use specified in the Grant Offer Letter during the period ending one year after the final payment under the Grant agreement.

## **6.4 Disposals of Fixed Assets**

The Grant Recipient will not dispose of any interest in any Fixed Asset during the period expiring 1 year after the final payment of grant without the prior written consent of UWSP Concepts Limited. If UWSP Concepts Limited grants consent to the disposal, such consent may be subject to satisfaction of certain conditions.

All disposals must be for a consideration which is the best that can reasonably be obtained in the open market, on an arm's length basis on normal market terms, at the time of such disposal.

Where the Grant Recipient disposes of any interest in any Fixed Asset without the prior written consent of UWSP Concepts Limited, the proceeds of the disposal (limited to the total amount paid by UWSP Concepts Limited to the Grant Recipient under the Grant Offer Letter) shall be immediately payable to UWSP Concepts Limited and may be recovered as a contractual debt if not paid within 20 Working Days of the date on which the proceeds of the disposal are received.

The Grant Recipient will provide to UWSP Concepts Limited as part of the progress reports you provide to UWSP Concepts Limited information in relation to any disposal which it either intends to make or has made at the date of such progress report.

## **7. PROCUREMENT**

Grant Recipients must use fair and open practices including competitive tendering when letting contracts which will result in expenditure on which grant will be claimed. The following procurement procedures (or equivalent) must be adopted according to the estimated value (including VAT) of the contract at pre-tender stage except where the Grant Recipient is a University or subsidiary of a University in which case they

may use their institutional procurement policies by prior agreement with UWSP Concepts Limited. The Grant Recipient's decision must demonstrate best value and you must keep records which support your decision.

Estimated value	Tender action required
£1 up to £10,000	Minimum of three oral quotes
££10,001 up to £20,000	Minimum of three written quotes, based on a clear written specification of requirement
£20,001 up to £40,000	Normal minimum of three formal competitive tenders invited

## 8. VARIATION, WITHDRAWAL AND REPAYMENT OF GRANT

1. These provisions operate:
  - a) **before** progress on the Project has commenced;
  - b) **during** the period of the Project; and
  - c) **after** the Project has been completed.
  
2. The offer of support may be withdrawn and/or payment of the Grant may be withheld and the Grant Recipient may be required to repay all or part of the Grant as UWSP Concepts Limited may notify to the Grant Recipient in writing if:
  - (i) any information given in the application, claims, Progress Reports or accounts is found to be materially untrue within the period commencing on the date of the grant offer letter and ending 5 years after the date on which final payment is made;
  - (ii) the Project varies without the prior written consent of UWSP Concepts Limited;
  - (iii) work on the Project ceases for over 3 months without agreement with UWSP Concepts Limited;
  - (iv) the eligible project costs fall to a level that would result in the total grant falling below £5,000 ;
  - (v) UWSP Concepts Limited considers that:
    - (a) there is an unreasonable delay in commencing work on the Project; and/or
    - (b) the future of the Project is in jeopardy; and/or
    - (c) progress towards completion of the Project is unsatisfactory;
    - (d) there is a change in the nature or scale of the project which in his opinion is substantial and to which prior written consent has not been given;
  - (vi) the project is not completed by 6 months after contract date;
  - (vii) the cost of any asset has been included in the eligible costs but that asset has not been used for the purpose of the Project;

- (viii) within the period commencing on the date of the Grant offer and ending on the date on which final Grant payment is made:-
- a) there is a change of control of the Grant Recipient without the consent of UWSP Concepts Limited;
  - b) ownership or control of the Grant Recipient changes so that the Grant Recipient ceases to be a University or a small and medium sized enterprise as defined in the European Commission Recommendation applicable at the date of the Grant Offer Letter.
  - c) the Grant Recipient is the subject of a proposal for a voluntary arrangement, or has a petition for an Administration Order, or a petition for a Winding-up Order, brought against it or passes a Resolution to wind up, or makes any composition, arrangement, conveyance or assignment for the benefit of its creditors, or purports to do so, or a Receiver, or any other person is appointed in respect of its undertaking or any or all of its property;
  - d) there is found to be any overpayment of the Grant;
- (ix) UWSP Concepts Limited considers that another grant or payment from a public authority has been or is likely to be received by the Grant Recipient, apart from any grant or payment the Grant Recipient disclosed in the Application, where that grant or payment breaches the European Commission defined De Minimis threshold or materially affects the Project. The term "public authority" includes any of the European Communities or their institutions, any government department, local authority or body wholly or partly supported by public funds or charitable contributions;
- (x) within the period commencing on the date of the Grant Offer Letter and ending 5 years after the date on which the final payment has been made, the Grant Recipient does not comply or is found not to have complied with any of the conditions of this Grant Offer Letter or these Standard Grant Conditions;
3. The Grant Recipient is obliged to inform UWSP Concepts Limited forthwith in writing if any event at 8 2(ii), (iii),(vi),(vii) (viii) or (x) occurs or if the Grant Recipient has reason to believe is likely to occur.
  4. UWSP Concepts Limited may vary or withhold and/or reclaim the Grant with interest from the date of payment, if required to do so by or as a result of a decision of the Commission of the European Communities or as a result of any obligation arising under Community law.
  5. If the Grant Recipient is a small or medium enterprise (SME), it warrants to notify UWSPCL of any change in circumstance which cause it to cease to be an SME under the definition described in The new SME definition 2005 [European Commission]:  
[http://ec.europa.eu/enterprise/enterprise\\_policy/sme\\_definition/index\\_en.htm](http://ec.europa.eu/enterprise/enterprise_policy/sme_definition/index_en.htm).  
UWSPCL reserves the right to withhold or reclaim grant under this offer or to impose further conditions upon the offer in the light of circumstances so disclosed.
  6. In the event that the Project is satisfactorily completed by a date earlier than the date specified for completion in the Grant Offer Letter, UWSP Concepts Limited may amend the Grant Offer Letter (but is not obliged to do so) to reflect the

earlier completion date and to provide that the final claim for payment submission date is brought forward to a date not more than 3 months from the date on which the Project was actually completed.

7. During a period beginning on the date of the Grant Offer Letter and ending 3 years after the date on which final payment is made the Grant Recipient shall take all reasonable steps to exploit the results of the Project commercially. If UWSP Concepts Limited deems it appropriate, the Grant Recipient will co-operate with UWSP Concepts Limited in finding an alternative person to complete the Project or to exploit it.

**9. DECOMMITMENT OF FUNDS**

UWSP Concepts Limited has the right to de-commit any awarded Grant where;

- 9.1 the Grant Recipient has failed to begin or complete the project within the originally agreed timescales and has not agreed a further extension with UWSP Concepts Limited;
- 9.2 there is evidence to suggest that the Grant Recipient has misused funds or has deviated from the agreed project plan and procurement process without UWSP Concept Limited’s prior written agreement.

**10. ELIGIBLE EXPENDITURE**

1. The Grant will be the lesser of «Grant\_amount» or 75% of the net eligible expenditure (as defined in paragraph 2 below) defrayed (as defined in paragraph 3 below) on the Project, the estimated costs of which are:-

<b>Cost heading</b>	<b>£</b>
Prototyping	«Cost_headi ng_Prototypi ng»
IPR Costs	«IPR_costs»
Market Assessment	«Market_ass essment»
Outline Business Planning	«Bus_plan»
Limited Management Support	«Man_supp ort»
Total Net Cost	<hr style="width: 50%; margin: 0 auto;"/> «Total_net_ cost»

2. The net eligible costs shall be the eligible costs which are properly payable exclusively for the Project excluding and deducting (as may be appropriate) from the amount of such costs:-
  - (a) input Value Added Tax (except in those cases where it is not recoverable from Customs and Excise – evidence of this should be obtained);
  - (b) any grant received or receivable in respect of the Project;
  - (c) any other grant from any public authority received or receivable in respect of the Project which UWSP Concepts Limited decides should be deducted;

- (d) interest, service and interest charges arising from hire purchase, leasing and credit arrangements;
  - (e) any addition for profit by the Grant Recipient, and any profit earned by a related business as a result of work relevant to the Project carried out by such a related business. For the purpose of this sub-paragraph a related business is any other enterprise with which the Grant Recipient, or any partner or substantial shareholder in it, is associated, related or in any other way connected.
3. For costs to have been defrayed, liabilities must have been incurred and discharged by payment by the Grant Recipient. Liabilities incurred but not yet discharged cannot be claimed. 'Free of Charge work' is not charged and is therefore not eligible.

## **11. CONFIDENTIALITY AND PUBLICITY**

1. The Grant Recipient shall at all times comply with the promotion and publicity obligations in:
  - I. European Commission Articles 8 and 9 of Regulation 1828/2006;
  - II. European Commission Article 6 of Regulation 1828/2006 which states that acceptance of funding is also an acceptance by the Grant Recipient of its inclusion in the list of beneficiaries published in accordance with point (d) of Article 7(2) whether electronically or otherwise, including the name of the Grant Recipient and the amount of public funding allocated to the Grant Recipient; and
  - III. The publicity requirements and the branding guidelines for ERDF which are available from UWSP Concepts Limited.
2. The Grant Recipient shall not make or permit any of its employees, agents or advisors to make any press or any public announcement in relation to the Grant unless the appropriate details have been notified in advance to UWSP Concepts Limited.
3. The obligations in relation to publicity shall continue after the period of the Grant.

## **12. GENERAL**

1. Neither party shall have any liability for any failure to perform or for any delay in the performance (other than as to payment) if any of its obligations under the Contract caused by any factor beyond its reasonable control.
2. The rights and remedies of UWSP Concepts Limited in respect of the Grant and the Contract shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by UWSP Concepts Limited to the Grant Recipient nor by any failure of or delay by UWSP Concepts Limited in ascertaining or exercising any such rights or remedies. Any release, waiver or compromise or any other arrangement of any kind (a release) by UWSP Concepts Limited shall not affect its rights or remedies as regards any other party nor its rights and remedies against the Grant Recipient in whose favour it is granted or made except to the extent of the express terms of the release and no such release shall have effect unless granted or made in writing.
3. The Grant Recipient shall at all times comply with all applicable laws.

4. The provisions of these conditions are severable and distinct from one another, and, if at any time any of the provisions is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions shall not in any way be affected or impaired.
5. The Grant Offer Letter and these conditions shall not constitute and shall not be deemed to constitute a partnership between UWSP Concepts Limited and the Grant Recipient and the Grant Recipient shall not act nor purport to act as agent for UWSP Concepts Limited but solely as an independent contractor.
6. All notices under this Contract shall be in writing and may be served by post or facsimile transmission addressed to the other party at the address given in this Contract or at such other address as a party shall from time to time by notice in writing give to the other party for the purpose of service of notices under this Contract and every such notice shall be deemed to have been served by post at the expiration of 2 days after despatch of the same or if sent by facsimile transmission at ten hours local time on the next normal working day of the recipient following despatch and in proving service it shall be sufficient to show in the case of a letter that the same was duly addressed prepaid and posted in the manner provided and in the case of a facsimile transmission a transmission report that it was transmitted to the correct telephone number. Saturdays, Sundays and Bank Holidays shall not in any event be treated as days on which service is effected, and service shall be deemed to take place on the next normal working day of the recipient.
7. In the event of any inconsistency between the provisions of the Application, the Grant Offer Letter and the Standard Conditions of Grant the provisions of the Grant Offer Letter and the Standard Conditions of Grant shall prevail.
8. The Contract shall be governed in accordance with the laws of England and Wales. Any dispute arising under this Contract shall be subject to the exclusive jurisdiction of the English courts and the parties waive any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inappropriate forum.