



Innovate
UK


coeliacuk
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Terms and conditions of a Coeliac UK and Innovate UK joint grant award

- A. These terms and conditions apply to organisations who are applying for grant funding either individually or in collaboration with other applicants. Each organisation must accept the terms and conditions before submitting its application.
- B. If you are successful, you will receive an award letter confirming any project specific conditions of the award. This letter must be countersigned and returned to Coeliac UK before the project can start.

1 General terms and conditions

- 1.1 Coeliac UK and Innovate UK reserve the right to change these grant terms and conditions unilaterally and at any time by giving three months' notice.
- 1.2 You cannot assign, transfer or sub-contract any of your rights or obligations under this agreement to any third party. Rights and/or remedies under this award, whether exercised or not, remain available throughout the life of the award. An award does not create any partnership or joint venture at law. Coeliac UK and Innovate UK:
 - Accept no liability for any consequences, whether direct or indirect, that may come about by undertaking the project, using the grant, or ending the award.
 - Limits its liability to the amount of eligible award that can be evidenced
- 1.3 Our awards are subject to the laws of England and Wales. An award cannot be used for any political or lobbying activity or purpose.

2 Duration

- 2.1 These terms and conditions come into effect from the start date until the end date provided in the award letter, or until the award is terminated.

3 Your obligations

- 3.1 As a successful applicant, you will:
 - make sure that the project is managed in accordance with the project proposal and these terms and conditions
 - inform Coeliac UK promptly, via the Research Manager ([Dr Heidi Urwin](#)), of any issue or material change that may affect the progress, delivery or exploitation of the project
 - within three months of the end of the project, you will provide Coeliac UK's Research Manager with the final project report and confirmation that the final claim and final Independent Accountant's Report have been submitted
- 3.2 The award is subject to the project starting within 90 days from our email notification to you. Coeliac UK reserves the right to withdraw the offer of the award if the partners do not complete their project and bank details within 30 days of notification. This information is needed so that Innovate UK can start pre project checks.

4 Payment of grant

- 4.1 Innovate UK will pay your grant by instalments quarterly and in arrears on submission of a claim, unless otherwise agreed in your grant offer letter. This will be against your net eligible costs incurred and paid over the duration of the project.
- 4.2 Your claims must be supported by:
- a revised forecast of eligible project costs which details expected costs for each future claim period and highlights any variations from the last forecast
 - an Independent Accountant's Report (see paragraph 6)
- 4.3 Claims must be for completed quarters only, except for the final quarter where you may submit a claim for costs incurred but not necessarily paid, providing the cost is:
- for labour, overhead and/or travel and subsistence only
 - paid within 30 days of the end of the project
 - included within the final Independent Accountant's Report

- 4.4 Coeliac UK will normally pay the grant within 30 days, unless we need further information to support the claim. We agree to do this within 14 days of receiving the claim.
- 4.5 Coeliac UK does not have to pay any claim received more than 30 days after the end of the quarter to which it relates. We will not pay any claims received later than three months after completion of the project.
- 4.6 Coeliac UK reserves the right not to consider new applications from organisations who have failed to return required financial reports on any projects funded by Coeliac UK and/or Innovate UK funding streams.
- 4.7 Coeliac UK will not pay more than 85% of the grant until all outstanding claims and supporting information have been received and the final Independent Accountant's Report has been approved.
- 4.8 You are responsible for maintaining detailed records and documentation relating to your award. These should provide evidence that your eligible project costs comply with all state aid rules, as outlined in paragraph 8. These records must be kept for 10 years following the award and must be supplied to the Commission within 20 days if requested.
- 4.9 Coeliac UK may appoint an auditor to ensure you are complying with the terms and conditions. You agree to give the auditor access to your project records within two weeks of notice of their appointment. If the auditor determines that you should repay the grant to Coeliac UK, Coeliac UK may recover the cost of the auditor's work from you.

5 Suspension, withdrawal and repayment of grant

- 5.1 Coeliac UK may suspend, withdraw or reclaim the grant in whole or in part. We will only do this after consultation with you, in a way that minimises the impact on your ability to deliver the project.
- 5.2 Coeliac UK may suspend grant payments, by serving you with written notice specifying the breach and requiring it to be remedied within 30 days in the event:
 - we suspect you of having committed a fraudulent act, or an offence under the Bribery Act 2010
 - you fail to maintain satisfactory progress on the project
 - there are material changes to the proposed outcomes of the project
 - you do not comply with the terms and conditions of the award
- 5.3 Coeliac UK may stop future grant payments in the event of any of the following:
 - you fail to remedy the breach in the timescales permitted or the breach cannot be resolved

- you become insolvent, are declared bankrupt, placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or any similar arrangements that may affect you financially (including any requirements imposed by General Block Exemption Regulation (GBER) - see paragraph 8)
- there is a change to your legal status
- you have breached state aid rules as set out in paragraph 8

5.4 Coeliac UK may seek repayment of a grant in the event of any of the following:

- of a grant overpayment
- you have provided false information in relation to this award
- you have been found to have committed a fraudulent act or an offence under the Bribery Act 2010
- a material element of the grant has been used for purposes unrelated to the project
- you have breached state aid rules as set out in paragraph 8

6 Financial reporting

6.1 You agree to appoint an Independent Accountant who will inspect your financial statements relating to the grant. They will prepare an Independent Accountant's Report using Coeliac UK's standard template, at the intervals stated in the relevant guidance note. The Report will contain an opinion that:

- the financial information and level of grant claimed are accurate and legitimate
- eligible costs that you have submitted have been properly incurred and paid
- you have provided satisfactory explanations for any queries raised by the Independent Accountant

6.2 You must appoint an Independent Accountant in a manner consistent with Innovate UK's Standard Terms of Engagement of Accountants. In some circumstances, you may be asked to provide your latest published annual accounts or management accounts that do not breach of any law, order or regulation restricting such disclosure. Coeliac UK may also require you to submit an Accountant's Report if any of the following occur:

- you withdraw from the project
- the project is terminated
- you submit a claim disclosing expenditure substantially greater than forecast
- you are suspected of breaching the terms and conditions

7 Confidentiality and information management

7.1 Coeliac UK reserves the right to request access to any additional information deemed necessary by Coeliac UK in connection with this award. You must provide or allow access to such information within two weeks of a request.

8 State Aid obligations

- 8.1 Coeliac UK and Innovate UK joint awards grant funding through an Innovation Scheme.
- 8.2 You must inform Coeliac UK of any other public funding applied for or awarded against the eligible costs covered by this offer. It is your responsibility to ensure that the cumulative total of public funding you are receiving for a project does not exceed those limits stated in GBER.
- 8.3 Coeliac UK will stop grant payments if you become subject to a recovery order that follows on from a previous Commission decision, which declares any aid you have received illegal and incompatible with the internal market.
- 8.4 Where you are required by an order of the European Commission to repay any grant to Coeliac UK that is found to be unlawful State Aid, interest will be charged on the amount being reclaimed from the date of payment at the applicable legislated rate.
- 8.5 No subcontract may be made which would constitute a breach of State Aid obligations.

9 Intellectual property

- 9.1 Any intellectual property rights (IPRs) developed during or as a result of the project are owned by you.
- 9.2 You will ensure that you have the necessary rights to use or access third party IPR needed to carry out the project.

10 Exploitation of project results

- 10.1 Coeliac UK expects you to refine and update your Exploitation Plan over the project lifetime.
- 10.2 For a period of five years from the end of the project, Coeliac UK expects you to take reasonable steps to exploit the results of the project in the UK or wider European Economic Area. Coeliac UK and Innovate UK may evaluate the impact of funding awarded to the project to which you are expected to assist.

11 UK statutory framework

- 11.1 Coeliac UK is subject to the requirements of the Freedom of Information Act 2000, the Data Protection Act 1998 and from 25 May, 2018 the General Data Protection Regulation.

12 Publication of information

- 12.1 Coeliac UK encourages you to seek your own publicity. Should you wish to publicise the project in any way whatsoever, please consult the Innovate UK guide. 'Publicising your project: guidelines from Innovate UK' available on request from Innovate UK's Press Office (press@ukri.org).

13 Dispute resolution

- 13.1 Where a dispute arises between you and Coeliac UK, we would advise your Chief Executive Officer to contact us to discuss, in good faith, how the matter can be resolved. If a mutually acceptable resolution cannot be found, the parties agree to refer the matter to the London Court of International Arbitration (LCIA), whose decision will be binding.

14 Force majeure

- 14.1 Where an event of force majeure, or a change to the Laws of England and Wales, UK government or devolved administration policy and/or the Legal Acts of the European Union occurs which affects Coeliac UK's ability to continue funding your project, we may terminate the award by giving you as much notice as possible in writing. In such circumstances, Coeliac UK will meet any eligible costs you have reasonably incurred and paid prior to the date of termination.

15 Entire agreement

- 15.1 By submitting an application you are accepting these terms and conditions.