

Scottish Institute for Remanufacture – Standard Conditions of Grant

1. These terms and conditions, the award letter to which they are attached and the Recipient's application for funding (the "Application") (together the "Contract Documents") make up the whole agreement (the "Agreement") between SIR and the Recipient (each a "Party" and together the "Parties") and supersede any previous agreement between the Parties relating to the same subject matter. No other term or condition whatsoever will apply to the contract between the Parties.
2. If there is any conflict among the Contract Documents the following order of precedence applies: the award letter; then these terms and conditions, and then the Application.
3. The Recipient undertakes to:
 - 3.1. prior to commencing work on the Project, enter into an agreement (based on the Legal Agreement Template) with the company with whom it applied for funding, containing the relevant IP clause (as indicated in your Application) and in a format acceptable to SIR and to deliver a fully signed copy of that agreement to SIR;
 - 3.2. carry out the project as set out in the Application (the "Project") in accordance with these terms and conditions, in a good and workmanlike manner, with good quality materials and substances of their respective kinds, and in accordance with the Application and any applicable regulatory consents;
 - 3.3. report to SIR on the progress of the Project and such other matters as SIR may request, in such manner, at such times and in such format as SIR may request from time to time;
 - 3.4. meet and liaise with SIR or its appointed staff as reasonably required by SIR;
 - 3.5. permit SIR and its advisers and funders to inspect the Project, discuss any progress report and/or any request for payment as any of them may reasonably require and provide them with or ensure that they are provided with all necessary assistance and facilities for such purpose; and
 - 3.6. only use any payments it receives hereunder solely for the purposes of the Project.
4. The Recipient shall repay the funding received from SIR (the "Funding") or any part thereof if SIR is directed to reclaim monies by its funders, a decision of the Commission of the EU or a government body.
5. The Recipient will, unless SIR agrees otherwise, repay to SIR any Funding paid to it as a result of an administrative error by SIR, the Recipient, or any other person.
6. The Funding shall be paid by SIR subject to and in accordance with this Agreement within 30 days of receipt of a proper and valid request for payment provided by the Recipient and SIR being satisfied (in its sole and reasonable discretion) that it has received and verified all information and confirmations as it may reasonably require from the Recipient in connection with such payment including as to completion of the applicable milestone(s) set out in the Application.
7. It is a condition of SIR performing its payment and funding obligations under this Agreement that SIR receives grant funding from its funders to cover the obligations entered into with the Recipient. If any of SIR's funders does not provide the requisite amount of grant funding to SIR, SIR shall not be obliged to pay any amount under this Agreement and SIR may, by notice in writing to the Recipient, terminate this Agreement with effect from such date as is specified in such notice.
8. The Recipient represents to SIR at all times that the following representations are true and accurate, and are not misleading, and will notify SIR of any breach of any of them at the earliest opportunity:
 - 8.1. the Recipient is duly incorporated and validly existing and has the power to enter into and perform, and has taken all necessary action to authorise its entry into and performance of, this Agreement;
 - 8.2. as far as it is aware no breach of this Agreement is continuing; and
 - 8.3. all information it provides is true and accurate in all material respects as at the date it was provided.
9. The Recipient will, on demand, indemnify and agrees to keep indemnified SIR against all direct costs, expenses, actions, charges, claims, damages, proceedings and other liabilities sustained or incurred by SIR as a result of any material breach of this Agreement by the Recipient.
10. The Recipient will not make or consent to the making of any public statement or announcement, or engage in any promotional activity concerning this Agreement, SIR or its funders without SIR's prior written consent. Where SIR provides such consent, the Recipient will acknowledge SIR and its funders in any publicity material.
11. The Parties undertake to maintain in confidence and not use for any purpose other than the performance of this Agreement all information acquired or generated in consequence of this Agreement or otherwise relating to the other Party which comes into its possession save where such information:

- 11.1. is in the public domain;
 - 11.2. enters the public domain lawfully and through no breach of any obligation of confidentiality;
 - 11.3. is disclosed to the receiving Party by a third party acting lawfully;
 - 11.4. is the subject of the express consent of the disclosing Party for publication or disclosure; or
 - 11.5. is obliged to be disclosed by law.
12. SIR may disclose:
 - 12.1. non-confidential information concerning the Project and the Recipient to third parties in order to promote, as it thinks fit, its association with the Project and for the purposes of research, reporting to the government or any public bodies and provision of publicly available information;
 - 12.2. information concerning the Project and the Recipient to its advisers, consultants and funders as required solely for the purposes of this Agreement; and
 - 12.3. information concerning the Project and the Recipient in response to requests received under the Freedom of Information (Scotland) Act 2002 and any analogous regulations to which SIR is subject.
 13. SIR may terminate this Agreement immediately by written notice:
 - 13.1. if (A) the Recipient becomes insolvent or unable to pay its debts as and when they become due, (B) an order is made or a resolution is passed for the winding up of the Recipient (other than voluntarily for the purpose of solvent amalgamation or reconstruction), (C) a liquidator, administrator, administrative receiver, receiver or trustee is appointed in respect of the whole or any part of the Recipient's assets or business, (D) the Recipient makes any composition with its creditors, (E) the Recipient ceases to continue its business, or (F) the Recipient takes or suffers any action similar or analogous to any of the foregoing in any jurisdiction;
 - 13.2. if the Recipient fails to comply with the terms of this Agreement in any material respect (unless such non-compliance is remediable in the opinion of SIR); or
 - 13.3. if any representation made by the Recipient is or proves to have been incorrect or misleading in any material respect (unless such representation is remediable in the opinion of SIR),
and in such circumstances SIR may, at SIR's discretion, demand repayment of all monies already paid for the Project (and the Recipient shall comply with any such demand immediately upon demand).
 14. SIR will also have the right to terminate this Agreement at any time without cause by notice to the Recipient and in such circumstances SIR will pay the Recipient a fair and reasonable amount for the Project completed to the satisfaction of SIR before the date of termination.
 15. In the event of termination, the Recipient will promptly provide SIR with a full report on the status of the Project together with all information, documentation, property and materials relating to the Project as soon as reasonably practicable and in any event within thirty (30) days of the date of termination.
 16. Any notice under this Agreement will be in writing and served by sending the same to the other Party at its address set out in the Award Letter or such other address from time to time notified by that Party.
 17. The Recipient shall not assign, sub-contract or transfer any of its rights and/or obligations under this Agreement without the prior written consent of SIR.
 18. Nothing in this Agreement will create a partnership, joint venture, or relationship of principal and agent between SIR and the Recipient.
 19. This Agreement is governed by Scots law and the Parties hereby submit to the exclusive jurisdiction of the Scottish courts.
 20. No person other than the parties to this Agreement (and any of their successors and permitted assignees) has any right to enforce or to enjoy the benefit of any term of this Agreement.
 21. Any provisions of this Agreement which either expressly or by implication are intended to survive the termination or expiry of this Agreement will survive the termination or expiry of this Agreement.
 22. The grant of funding from the Recipient out of the Funding to the Recipient's partner in the Project or to any other undertaking may amount to State Aid (as defined below). If this is the case, the Recipient undertakes to ensure that prior to granting that funding it will enter into a written contract with the relevant undertaking that contains an acknowledgment by the relevant undertaking that i) that funding constitutes State Aid as defined under Articles 87 and 88 of the Treaty of Rome and is being granted as 'de minimis' aid under Commission Regulation EC 1407/2013 (the "De Minimis Aid Regulation") and ii) the relevant undertaking's signature of that written contract constitutes its awareness of and adherence to the De Minimis Aid Regulation.