

United Kingdom Research and Innovation  
Polaris House  
North Star Avenue  
Swindon SN2 1FL

[www.ukri.org](http://www.ukri.org)

Date [XX/XX/XXXX]

### ESA Phi-Lab United Kingdom Award Voucher

Project title:	[ ]
Award Recipient:	[FULL REGISTERED COMPANY NAME OR LEGAL ENTITY IF NOT A COMPANY- YOU MAY NEED TO CHECK WITH AWARD RECIPIENT]
Award Recipient address:	[FULL ADDRESS – CHECK COMPANIES HOUSE]
Award Recipient company number:	[COMPANY NUMBER – CHECK COMPANIES HOUSE]

Dear [XXXXX],

I am pleased to inform you that subject to the conditions appended to this Phi-Lab UK Award Voucher, the Science and Technology Facilities Council as part of United Kingdom Research and Innovation (“**STFC-UKRI**”), is prepared to grant a Phi-Lab UK Award Voucher for the Project as outlined and attached as Annex 1 to this letter.

- The total value of the Project is € XXXXX. The breakdown is as follows:
  - The Phi-Lab UK Award Voucher provided by STFC-UKRI is valued at up to: € XXXX (and is provided in the form Phi-Lab Effort)
  - The ESA Innovation Seed Funding contribution indicated in the Research Contract with STFC-UKRI is valued at: € XXXX
  - The Co-Funding provided by the Award Recipient towards the Project is valued at € XXXX (detailed in the Research Contract)

Start Date: [XX/XX/XXXX]

End Date: [XX/XX/XXXX]

Please note that the start date cannot be changed without express permission from STFC-UKRI.

Performance of the Project stated in this Phi-Lab UK Award Voucher is subject to the Award Terms and Conditions attached to this letter. **Period for acceptance is 30 days from the date of this letter.**

## **Subsidy Control**

Any Phi-Lab Effort provided by STFC-UKRI or Partners in other public bodies (including but not limited to universities) to the Award Recipient by will be given under Subsidy Scheme SC11306 under the terms of the Subsidy Control Act 2022. As defined in Part 1, section 2.1 of the Subsidy Control Act 2022 and is not a prohibited subsidy as defined in Part 2, Chapter 2. Subsidy Scheme SC11306 has been assessed against the principles contained in Part 2, section 12 as compliant.

It is your responsibility to seek independent legal advice on your subsidy control obligations.

### **You now need to:**

- Accept this Phi-Lab UK Award Voucher by signing and dating on the next page.

We wish you every success with your project.

Yours sincerely,  
Antonio Costa  
ESA Phi-Lab United Kingdom Operations Manager  
STFC-UKRI

**Authorisation for and on behalf of STFC-UKRI:**

**Name:**  
**Position:**  
**Signature:**  
**Date:**

**Authorisation/declaration for and on behalf of the Award Recipient:**

**I hereby accept the Phi-Lab UK Award Voucher under STFC-UKRI's Award Terms and Conditions for and on behalf of the Award Recipient:**

**Name:**  
**Position:**  
**Signature:**  
**Date:**

## STFC-UKRI's ESA Phi-Lab United Kingdom Voucher Award Terms and Conditions

### 1. Definitions and Interpretation

1.1. In these terms and conditions, the following expressions have the meaning set opposite:

**Agreement** – the Phi-Lab UK Award Voucher and the Award Terms and Conditions (and any Special Conditions outlined in the letter);

**Award Recipient** – the company so described in the **Phi-Lab UK Award Voucher**;

**Award Recipient Materials** – any property or Intellectual Property Rights made available by the Award Recipient to STFC-UKRI for STFC-UKRI to use in carrying out the Phi-Lab Effort;

**Award Recipient's Results** – means a) Any improvements to/ derivative works based on the Award Recipient's Background Intellectual Property Rights created in the course of the Project; and/or b) Intellectual Property Rights created in the course of the Project (Annex 1);

**Award Terms and Conditions** – these STFC-UKRI Award Terms and Conditions;

**Background Intellectual Property Rights (BIPR)** – means all Intellectual Property Rights which may be used in connection with the Project that are (a) owned or licenced by a Party before the Start Date; and/or (b) created, developed or licenced by that Party after the Start Date independently of this Project;

**Co-Funding** – the contribution provided by the Award Recipient as a co-funding contribution to the total Project costs detailed in the Research Agreement;

**Confidential Information** – all information (however recorded, preserved or disclosed) disclosed by one Party (the **Disclosing Party**) to the other Party (the **Recipient of Confidential Information**) in connection with the Project that would be regarded as confidential by a reasonable business person, including without limitation: i) information relating to the business, affairs, customers, clients, suppliers, plans, intentions, market opportunities, operations, processes, product information, trade secrets, know-how and information relating to the technology Intellectual Property Rights or software of the Disclosing Party ii) any information or analysis derived from such information;

**Data Protection Legislation** – all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018 or any successor legislation, the United Kingdom General Data Protection Regulation (The UK GDPR) which means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended from

time to time and where applicable the guidance and codes of practice issued by the Information Commissioner's Office;

**End Date** – the end date (if any) stated in the **Phi-Lab UK Award Voucher**;

**ESA Innovation Seed Funding** – means a cash contribution to the Award Recipient paid by the Phi-Lab in the Research Agreement nominally provided by the European Space Agency (“ESA”);

**Hot Desk User Licence** – the agreement between the Award Recipient and STFC-UKRI for co-working facilities;

**Intellectual Property Rights (IPR)** – any invention, patent, copyright, trade mark, trade name, service mark, registered design, design right (registered and unregistered), know-how, right of confidence, trade secret, right to extract or exploit data, database rights, any similar rights protected in any jurisdiction, whether now existing or coming into existence at some future date, any application for any of the above, and any accrued rights of action in respect of any of the above;

**Operations Manager** – Antonio Costa or successor;

**Partner(s)** – the organisations which have teamed up with STFC-UKRI to offer Phi-Lab Effort to Award Recipients;

**Party/Parties** – STFC-UKRI and/or Award Recipient as applicable;

**Phi-Lab UK Award Voucher** – a voucher entitling the Award Recipient to Phi-Lab Effort up to the value as detailed on the first page;

**Project** – The Project for which the Phi-Lab UK Award Voucher has been made, as detailed in the Phi-Lab UK Award Voucher letter;

**Research Agreement** – the contract between the Award Recipient and STFC-UKRI for ESA Innovation Seed Funding;

**Special Conditions** – the special conditions (if any) appended to these Award Conditions;

**Specification** – the specification (if any) of any of the Phi-Lab Effort set out in, or attached to and forming part of, the Phi-Lab UK Award Voucher;

**Start Date** – the Start Date stated in the Phi-Lab UK Award Voucher;

**Phi-Lab Effort** – the assistance to be supplied by STFC-UKRI or our Partners to the Award Recipient for the Project. STFC-UKRI or Partners will provide quotations for each requested Phi-Lab Effort which may be utilised up to the maximum value specified in the Award Phi-Lab UK Award Voucher and subject to availability and approval by the ESA Phi-Lab UK Operations Manager;

**STFC-UKRI** – The Science and Technology Facilities Council as part of UK Research and Innovation;

**STFC-UKRI Operational IP** – means any Intellectual Property Rights obtained or developed in the course of the Project which relate to:

a) an improvement to or modification of:

(i) the Background Intellectual Property Rights of STFC-UKRI; or (ii) the facilities and instrumentation of STFC-UKRI for its research activities, their use or operation; and/or

b) any inventions, methods of data processing and analysis relating to day-to-day activities of STFC-UKRI and the Intellectual Property Rights therein;

**UKRI** – United Kingdom Research and Innovation with registered address at Polaris House, North Star Avenue, Swindon, SN2 1FL;

**Working Day** – any day when all of STFC-UKRI's sites are open for business;

## 2. Duration

2.1. This Agreement comes into effect on the Start Date and continues until the End Date as set out in the Phi-Lab UK Award Voucher unless this Award is terminated earlier in accordance with its provisions.

## 3. Performance

3.1. STFC-UKRI will use reasonable endeavours to support the Project in accordance with this Agreement but does not commit to any particular outcome.

3.2. The Award Recipient will provide STFC-UKRI or Partner organisations (as applicable) with any and all information, (virus free) software, equipment, materials and documentation, and will carry out any task allocated as the Award Recipient's responsibility in the Project application in good time to allow STFC-UKRI to carry out its obligations under this Agreement.

3.3. If the Award Recipient does not perform or delays in performing its obligations under the Agreement, and that non-performance or delay affects STFC-UKRI's ability to perform the obligations, STFC-UKRI shall be entitled to withdraw the Phi-Lab UK Award Voucher with immediate effect.

3.4. If, in connection with the Project, STFC-UKRI or a Partner organisation permits any employees or representatives or collaborators of the Award Recipient to have access to their premises, the Award Recipient will ensure that, while on those premises, its employees and representatives and collaborators comply with (i) all applicable health and safety, security, environmental and other legislation which may be in force from time to time; and (ii) any policy, regulation, code of practice or instruction relating to health and safety, security, the environment or access to and use of any laboratory,

facility or equipment which is brought to their attention or given to them whilst they are on STFC-UKRI premises by any employee or representative of STFC-UKRI.

- 3.5. If, in connection with the Project, STFC-UKRI or a Partner permits any employees or representatives or collaborator of the Award Recipient to have access to any network, laboratory or facility, whether physically or remotely, the Award Recipient will ensure that its employees and representatives and collaborators comply with relevant policies, regulations, codes of practice or instructions relating to health and safety, security, the environment or access to and use of any laboratory, facility or equipment which is brought to their attention by any employee or representative of STFC-UKRI or a Partner.
- 3.6. STFC-UKRI has absolute discretion to deny access to any person to any of its premises at any time.
- 3.7. STFC-UKRI and Partners will use reasonable endeavours to provide all requested Phi-Lab Effort to the Award Recipient but this will be subject to availability and the value of the Phi-Lab UK Award Voucher.
- 3.8. STFC-UKRI or Partner(s) will provide quotations for each requested Phi-Lab Effort which may be utilised up to the maximum value specified in the Award Phi-Lab UK Award Voucher and subject to availability.
- 3.9. Access to co-working facilities (hot desk) under the Hot Desk User Licence and 10 pre-paid hours of business coaching are an obligatory Phi-Lab Effort from STFC-UKRI to the Award Holder, the value of which will be deducted from the value of the Phi-Lab UK Award Voucher.

#### **4. Data Protection**

- 4.1. The Award Recipient warrants and undertakes that no Award Recipient Materials provided by it for the purposes of the Phi-Lab Effort will include personal data within the meaning of the Data Protection Legislation.
- 4.2. The Parties agree to comply with the Data Protection Legislation in so far as it relates to the provisions and obligations of this Agreement.

#### **5. Intellectual Property Rights**

- 5.1. Except as expressly stated to the contrary in these Award Terms and Conditions, nothing in this Grant Award assigns or transfers any Intellectual Property Rights or grants either Party any licence to use any Intellectual Property Rights, except that STFC-UKRI may use, for the purpose of performing its obligations under this Agreement, all Award Recipient Materials and materials supplied to it by or on behalf of the Award Recipient.
- 5.2. Any and all Background Intellectual Property Rights shall remain the exclusive property of the Party that owns it.

- 5.3. The Award Recipient will own all Intellectual Property Rights in the Award Recipient's Results and the Award Recipient's Results shall be the exclusive property of the Award Recipient.
- 5.4. All right, title and interest in and to the STFC-UKRI Operational IP shall vest in and be the sole property of STFC-UKRI, and the Award Recipient hereby assigns and agrees to assign any such right, title and interest to STFC-UKRI.
- 5.5. STFC-UKRI grants to the Award Recipient a non-exclusive, non-transferable royalty free 5-year license to STFC-UKRI Operational IP in the Project Deliverables to the extent required to use the Award Recipient Results where applicable, with an option to request a 5-year additional extension if required.
- 5.6. For the avoidance of doubt this Agreement does not give STFC-UKRI any rights to use any Award Recipient Materials other than for carrying out the Project.
- 5.7. STFC-UKRI and the Award Recipient will each take any action or execute any document reasonably required by the other to give effect to any of its rights under the Agreement or to enable their registration in any relevant territory provided that the requesting Party pays the other Party's reasonable expenses.
- 5.8. Where applicable, the Award Recipient will enter into agreements with Partners to cover the use and licencing of Intellectual Property Rights in connection with the delivery of Phi-Lab Effort by each Partner.

## **6. Confidentiality**

- 6.1. Subject to 6.2, the Recipient of Confidential Information shall for a period of five (5) years thereafter disclosure keep secure, secret and confidential all Confidential Information disclosed to it by the Disclosing Party as a result of this Agreement, and shall not disclose the same to any person save to the extent necessary to exercise its rights or perform its obligations in accordance with the terms of this Agreement or as otherwise may be agreed in writing, and where disclosing such Confidential Information each Party shall be responsible for ensuring the receiving Parties are notified of the confidential nature of the information and bound by appropriate terms of confidentiality.
- 6.2. The Recipient of Confidential Information may disclose Confidential Information to the minimum extent required by any law or regulation (provided, in the case of a disclosure required under the Freedom of Information Act 2000 or Environmental Information Regulations 2004, none of the exceptions within such Act or Regulations applies to the information disclosed), any governmental or other regulatory authority, or a court or other authority of competent jurisdiction, provided that it informs the party to whom such disclosure is made of the confidential nature of the information disclosed and, to the extent it is legally permitted to do so, it gives the other Party as much notice of this disclosure as possible and, where notice of disclosure is possible, it takes into account the reasonable requests of the other Party in relation to the content of this disclosure.

- 6.3. Neither STFC-UKRI nor the Award Recipient will use the other's name or logo in any press release or product advertising, or for any other promotional purpose, without first obtaining the other's written consent.
- 6.4. A separate agreement should be entered into with the relevant Partner organisation if the Award Recipient wishes to share any Confidential Information with them.

## **7. Warranties**

- 7.1. STFC-UKRI warrants to the Award Recipient that the Phi-Lab Effort under the Grant Award will be supplied with reasonable skill and care.
- 7.2. If STFC-UKRI breaches the warranty in condition 7.1 and the Award Recipient has notified STFC-UKRI of that breach within 2 months after the provision of that Phi-Lab Effort STFC-UKRI will, at its option re-perform that Phi-Lab Effort at no cost to the Award Recipient.
- 7.3. The Award Recipient warrants that (i) it has the necessary rights to allow STFC-UKRI to use the Award Recipient Materials for the purposes of carrying out the Project and that the use of the Award Recipient Materials by STFC-UKRI for the purposes of carrying out the Phi-Lab Effort will not infringe the rights including but not limited to Intellectual Property Rights of any third party; and (ii) as far as it is aware there are no viruses or malware in the Award Recipient Materials.
- 7.4. The warranties and undertakings given by STFC-UKRI in the Agreement are given in lieu of all implied warranties, terms and conditions and, to the extent permitted by law, all conditions, warranties, representations or other terms on the part of STFC-UKRI (except those expressly set out in the Grant Award), including any relating to satisfactory quality, fitness for a particular or any purpose, the ability to achieve any particular result, or availability at a given time of any particular high performance computing Project are excluded from the Phi-Lab UK Award Voucher.
- 7.5. The Award Recipient is responsible, at its own risk and expense, for any export and import licences or other authorisations necessary for the export and import of the Award Recipient Results and their transit through any country or territory, will deal with all customs formalities necessary for their export, import and transit, and will bear the costs of complying with those formalities, and all duties, taxes and other charges payable on export or import.
- 7.6. The Award Recipient warrants and undertakes that it has not been induced to enter into the Agreement by any representation or by any warranty (whether oral, or in writing) except those specifically set out in the Agreement. The Award Recipient waives all claims for breach of any warranty and all claims for any misrepresentation, (negligent or of any other kind, unless made by STFC-UKRI fraudulently) which is not specifically set out in the Agreement.

## 8. Liability

- 8.1. Nothing in the Agreement excludes or limits STFC-UKRI's liability for: (i) fraud or other criminal act; (ii) personal injury or death caused by negligence; or (iii) any other liability that cannot be excluded by law.
- 8.2. Subject to condition 8.1, in no event will STFC-UKRI be liable for any loss or damage resulting from: loss of or damage or corruption of data; loss of use of software, data or systems; loss of profits; loss of business; loss of anticipated savings; loss of revenues; loss of opportunity; loss of goodwill, or loss of reputation whether, in each case, direct or indirect and whether or not the type of loss was foreseen or reasonably foreseeable. Moreover STFC-UKRI will not be liable for any consequential and or indirect loss or damage.
- 8.3. Except as provided for in condition 8.1, STFC-UKRI's maximum aggregate liability to the Award Recipient under or in connection with the Agreement will be limited to a sum equivalent to the Phi-Lab UK Award Voucher.
- 8.4. The above limitations and exclusions on STFC-UKRI's liability apply regardless of the cause of action, whether arising under statute, in Agreement, in tort (including but not limited to negligence), or in any other way.
- 8.5. Despite anything else contained in the Agreement, neither Party will be liable for any delay in performing or failure to perform its obligations (except an obligation to pay) caused by circumstances beyond its control including, without limitation, any act or omission of the other Party or of any third party (except a party's employees, contractors or suppliers who will be deemed to be under its control for the purposes of this condition). In those circumstances the Award Recipient or STFC-UKRI (as the case may be) will be granted a reasonable extension of time for the performance of its obligations, the reasonableness of that extension to be assessed not only in the context of the Agreement but also in the context of STFC-UKRI's other commitments.
- 8.6. Except under the limited warranty in condition 7.1, STFC-UKRI accepts no liability or responsibility for any use which may be made by the Award Recipient of any Award Recipient Results, nor for advice or information given in connection with any Award Recipient Results.
- 8.7. The Award Recipient will indemnify STFC-UKRI and its personnel and consultants against any and all damages, claims, costs, losses or expenses suffered or incurred by them (including legal costs) as a result of:
  - 8.7.1. any breach of the warranty in condition 7.3; or
  - 8.7.2. any use of the Award Recipient's Results by the Award Recipient or a third party using them with the Award Recipient's consent.

## 9. Termination

- 9.1. The expiry or termination of the Agreement will not affect any accrued rights or liabilities of STFC-UKRI or the Award Recipient, nor will it affect the coming into force or the continuance in force of any provision of the Agreement that is expressly, or by implication, intended to come into or to continue in force on or after termination.
- 9.2. STFC-UKRI have the unilateral right to change or terminate this Agreement at any time, giving sixty (60) days' notice.
- 9.3. the Award Recipient may terminate the Agreement by giving sixty (60) days written notice to STFC-UKRI if the Award Recipient has a receiver or administrative receiver appointed over it or over any part of its undertaking or assets, or if it ceases or threatens to cease to carry on business.
- 9.4. Where an event of force majeure occurs, or a change to the laws of England, UK government or devolved administration policy occurs which affects STFC-UKRI's ability to continue funding the Phi-Lab UK Award Voucher, STFC-UKRI can terminate this agreement by giving as much written notice as reasonably possible. In such circumstances, STFC-UKRI will meet any eligible costs in respect of the Project that you have reasonably incurred.
- 9.5. Conditions 1, 5, 6, 7, 8, 9, 10, 11 and 13 will survive the termination or expiry of the Agreement and will continue indefinitely.

## 10. Subsidy Control

- 10.1. This **Phi-Lab UK Award Voucher** is provided under [Subsidy Scheme SC11306](#) under the terms of the Subsidy Control Act 2022. As defined in Part 1, section 2.1 of the Subsidy Control Act 2022 and is not a prohibited subsidy as defined in Part 2, Chapter 2. Subsidy Scheme SC11306 has been assessed against the principles contained in Part 2, section 12 as compliant.
- 10.2. Phi-Lab Effort provided by public bodies including but not limited to United Kingdom Research and Innovation and universities will be provided under the subsidy scheme outlined in 10.1.
- 10.3. The Phi-Lab UK Award Voucher is funded by public money, and therefore STFC-UKRI is required to collect certain information for some years afterwards on the outputs and outcomes of all Phi-Lab UK Award Voucher. The data will be shared with central government to demonstrate how the Phi-Lab UK Award Voucher was spent in accordance with the subsidy scheme details including but not limited to its specific policy objective. By accepting a Phi-Lab UK Award Voucher, you agree to provide timely reports on outputs and outcomes as requested by STFC-UKRI, and agree not to disclose any personal, commercially sensitive or confidential information as part of this reporting.

## 11. General

- 11.1. No forbearance or delay by STFC-UKRI or the Award Recipient in enforcing its rights will prejudice or restrict those rights. No waiver of any right or breach will operate as a waiver of any other right or breach. No right, power or remedy conferred on, or reserved to, STFC-UKRI or the Award Recipient is exclusive of any other right, power or remedy available to it, and each of those rights, powers, and remedies is cumulative.
- 11.2. If any part of the Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement will not be affected.
- 11.3. All notices to be given under the Agreement must be in writing or by email and be sent to the address or email address of the intended Recipient set out in the Agreement, or any other address or email address which the intended Recipient may designate by notice given in accordance with the provisions of this condition.
- 11.4. Any notice may be delivered personally (including by courier), or sent by first class pre-paid letter or by email and will be deemed to have been served: if by hand, when delivered; if by first class post, 48 hours after posting; and if by email, when received.
- 11.5. No third party is entitled to the benefit of the Agreement under the Agreements (Rights of Third Parties) Act 1999 or otherwise.
- 11.6. This Agreement constitutes the whole Agreement between you and us and supersedes all previous agreements between us relating to the Project. Each Party acknowledges that, in entering into this agreement, it has not relied on and has no right or remedy in respect of any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement. Nothing in this paragraph shall limit or exclude any liability for fraud or for fraudulent misrepresentation.
- 11.7. Rights and/or remedies under this Phi-Lab UK Award Voucher, whether exercised or not, remain available throughout the term of this Agreement.
- 11.8. This Agreement does not create any partnership or joint venture between the Parties at law.
- 11.9. The Agreement may only be varied by the written agreement of the Parties with the exception that STFC-UKRI may amend the Phi-Lab Effort to comply with any statutory or regulatory requirement.
- 11.10. This Agreement shall be governed by and construed in accordance with the law of England and the Parties irrevocably submit to the exclusive jurisdiction of the English courts.

## Annex 1 Project