

Terms and Conditions
Non-Negotiable
Innovation for Machinery Stream 2 (I4M2)

1. DEFINITIONS AND INTERPRETATION

1.1. The following definitions apply in these Conditions:

“Aid” means the amount received by the Provider to the Beneficiary following its review and acceptance of the Application for Aid in accordance with these Conditions.

“Application” means the Beneficiary’s application for the Aid to be provided by the Provider.

“Beneficiary” means the person or company who receives the Aid from the Provider, who meets the Eligibility Criteria.

“Contract” means the agreement entered into by the Beneficiary and the Provider for the supply of the Aid in accordance with these Conditions;

“Conditions” means these terms and conditions as amended from time to time;

“Eligibility Criteria” means all Beneficiaries must cumulatively meet the following criteria:

- i. Be a UK company registered at Companies House;
- ii. Be based in West Yorkshire or Greater Manchester geographical area;
- iii. Work within the relevant industries;
- iv. Submit a proposal to procure services that support a machinery project in line with the objectives of the funding programme;
- v. The requested Aid does not surpass the limit of £10,000; and
- vi. The Beneficiary will contribute an amount at least equal to the amount received under the Aid.

“Intellectual Property Rights” means patents, copyright and related rights, moral rights, trade marks, trade names, goodwill and the right to sue for passing off, rights in designs and inventions, database rights, rights to use and protect confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, whether registered or unregistered which subsist now or in the future in any part of the world.

“Letter” means the document put forward by the Provider to the Beneficiary following its review of the Application for Aid, containing these Conditions.

“Provider or NPL” mean NPL Management Limited, awardee of the Strength In Places Fund and member of the AMPI Programme consortium.

“Subsidy Control Rules” means the rules to be complied with by the Beneficiary, as described in clause 5.

2. APPLICATION PROCESS

2.1. The Letter constitutes an offer by the Provider to the Beneficiary for the provision of the Aid in accordance with these Conditions.

2.2. The Letter shall only be deemed to be accepted when the Beneficiary confirms its acceptance in writing to the Provider, at which point and date the Contract shall come into existence between the Beneficiary and that Provider (**“Commencement Date”**).

2.3. These Conditions apply to the Contract and exclude any other terms that the Beneficiary seeks to impose or incorporate.

3. PROVISION OF THE AID

3.1. With effect from the Commencement Date, NPL shall provide the Aid to the Beneficiary within 45 days from receipt of suitable invoice from the Beneficiary.

3.2. The Provider shall supply an Aid worth up to £10,000 value to the Beneficiary for the procurement of services that support a machinery project that is in line with the objectives of the funding programme.

3.3. All invoices must be submitted to NPL within 3 months and in no case extend beyond the 30th June 2026 at the latest.

4. BENEFICIARY’S OBLIGATIONS

4.1. The Beneficiary shall:

- (a) ensure that the contents of the Application and any information it provides to the relevant Provider is complete and accurate;

- (b) cooperate with the Provider in all matters relating to the Aid;
- (c) comply with all applicable laws including the Subsidy Control Act 2022;

- (d) participate in one or multiple post project evaluation interview(s), conducted by a member of the AMPI consortium;

- (e) agree to a case study about the project being produced and publicised.

4.2. NPL shall not be responsible for any failure or delay in the performance of any of its obligations under the Contract to the extent that such failure or delay arises due to any act or omission by the Beneficiary. In such circumstances, NPL shall be entitled to suspend performance of the Aid until such default has been remedied.

5. SUBSIDY CONTROL

5.1. The Provider makes the Aid available through their Innovation for Machinery Stream 2 scheme, the resources for which are made available through the Strength In Places Fund Grant, Advanced Machinery & Productivity Institute programme (the **“Programme”**). The Beneficiary must ensure at all times that it is compliant with the obligations set out in the Subsidy Control Act under which the Aid is provided.

5.2. It is a condition of this grant that the Beneficiary complies with the Subsidy Rules and ensures that any indirect aid it provides is compliant with the Subsidy Rules. In particular, the Beneficiary confirms that any such indirect aid will be provided pursuant to the Minimum Financial Assistance (**“MFA”**) of the Subsidy Control Act 2022, and that the Beneficiary will undertake all actions required to comply with the Act. The Beneficiary, by agreeing to these Conditions, is expressly warranting that they are eligible to receive the Aid under the MFA.

5.3. The Beneficiary must ensure that its programme manager or equivalent provides all necessary documentation to the Provider upon request within 10 working days to demonstrate compliance with the MFA and any additional information as required, and must respond promptly to requests regarding such information.

5.4. It is the Beneficiary’s responsibility to ensure that the cumulative total of public funding and aid intensity itself and any subsidy beneficiaries are receiving for the Contract does not exceed the limits stated in the MFA.

5.5. The Provider, will immediately cease providing the Aid if it becomes subject to a recovery order that follows on from a previous decision by the UK Government, which declares any aid the Beneficiary has received as illegal and incompatible with the internal market.

5.6. Where the Beneficiary is required by an order of the UK Government to make any recompense to the relevant Provider in respect of the Aid that are found to be an unlawful subsidy, interest will be charged on the amount being reclaimed from the date of payment at the applicable legislated rate.

5.7. No subcontracting of the benefit of the Aid can be made which would constitute a breach of the Subsidy Control Act 2022.

5.8. The Beneficiary acknowledges that in compliance with the obligations set out in the MFA rules, the Provider may be required to provide the funder of the programme with information about the value of assistance given to the Beneficiary by NPL. The Beneficiary shall provide reasonable assistance to NPL or information, as required by the programme funder.

6. INTELLECTUAL PROPERTY

6.1. The provision of the Aid is not anticipated to generate any Intellectual Property Rights by the parties of this agreement.

7. PROVIDER'S LIABILITY

- 7.1. Subject to clause 7.3, NPL shall not, under any circumstances whatsoever, be liable to the Beneficiary, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for:
- (a) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; or
 - (b) any: (i) loss of profit; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of anticipated savings; (v) loss of use or corruption or software, data or information; or (vi) loss of or damage to goodwill.
- 7.2. Subject to clause 7.3, Provider's total liability to the Beneficiary in respect of any loss or damage shall in no circumstances exceed £1,000.
- 7.3. Nothing in the Contract shall limit or exclude any liability which cannot legally be limited by law.

8. CONFIDENTIALITY

- 8.1. **"Confidential Information"** shall mean secret or not generally known information which is not easily accessible to others or of a commercially sensitive nature and includes (but is not limited to) any information that a reasonable business person would consider confidential as well as any such information that happens to be viewed or perceived by a party when visiting the premises of another.
- 8.2. Each party undertakes that it shall not at any time during the Contract, and for a period of 5 years after termination or expiry, disclose to any person any confidential information of the other party, except as permitted by clauses 8.3, 8.4 or as authorised in writing by the other party.
- 8.3. Either party may disclose the other party's confidential information to:
- (a) its employees, officers, representatives, sub-contractors, suppliers, or advisors who need to know such information for the purposes of carrying out that party's obligations under the Contract; and
 - (b) as may be required by law, a court or competent jurisdiction or any governmental or other regulatory authority.
- 8.4. Clause 8.2 notwithstanding:
- (a) NPL on behalf of AMPI Consortium may publicly disclose the fact that the Beneficiary has received aid through the Innovation for Machinery scheme;
 - (b) the Beneficiary accepts that NPL on behalf of AMPI Consortium may contact them regarding their participation in the Innovation for Machinery scheme; and
 - (c) the Beneficiary agrees that the Provider will produce and publish a case study about the Aid. The content of the publication will be approved by the Beneficiary, to avoid disclosure of any proprietary information. The approval of this publication will not be unreasonably withheld.
- 8.5. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract. This clause notwithstanding, NPL Management Limited may anonymise information (i) within an Beneficiary's Application and (ii) contained in their post project evaluation, and use it to inform UK Government of research priorities and report on I4M.
- 8.6. Each party shall ensure that its employees, sub-contractors, or advisors to whom it makes a disclosure comply with this clause 8.

9. TERMINATION

- 9.1. The Provider may, at its absolute discretion, terminate the Contract on reasonable notice, without cause.
- 9.2. Without affecting any other right or remedy available to it, the Provider may immediately terminate the Contract by giving written notice if:
- (a) the Beneficiary commits a material breach of any term of the Contract;
 - (b) the Beneficiary takes any step or action (other than in relation to a solvent restructuring) in connection with entering administration, provisional liquidation or any composition or arrangement with its creditors, being wound up (whether voluntarily or by order of the court), having a receiver appointed to any of its assets or ceasing to carry on business or cease to carry on all or a substantial part of its business.
- 9.3. For the purposes of clause 9.2(a) **material breach** shall include the provision of any false statement in the Application or the breach of Subsidy Control Act 2022.
- 9.4. Any provision which, either expressly or by implication, is intended to come into or continue in force on or after termination shall remain in full force and effect.

10. DATA PROTECTION

The Provider shall process the Beneficiary's data in accordance with their privacy policy and/or data protection policy which is available at its respective website at: <https://www.npl.co.uk/privacy-policy/>;

11. GENERAL

- 11.1. **Notices.** Any notice to be given under the Contract shall be given in writing by email and sent to the contact details set out in the Application. Such notice shall be deemed to have been received by the party on the same day as transmission, unless a failed delivery notification or automatic reply state otherwise. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 11.2. **Force Majeure.** NPL shall not be in breach of the Contract or liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control.
- 11.3. **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by the parties.
- 11.4. **Assignment.** The Beneficiary may not assign or deal in any other manner with any or all of its rights or obligations under the Contract without the relevant Provider's prior written consent. The Provider may at any time assign, subcontract, delegate, or deal in any other manner with any or all of its rights and obligations under the Contract.
- 11.5. **Interpretation:**
- (a) A reference to "writing" or "written" includes e-mail;
 - (b) Any reference to a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - (c) The headings used in these Conditions are for convenience only and shall have no effect upon interpretation.
- 11.6. **Governing Law and Jurisdiction.** The Contract shall in all respects be construed and take effect according to the laws of England and Wales whose courts shall have exclusive jurisdiction.