

SCHEDULE 4 ACCELERATOR PROGRAMME

TERMS & CONDITIONS

The terms and conditions set out below (the “**Agreement**”) apply to all offers of support made under the Local Authority Transport Decarbonisation Accelerator, which is administered by the Connected Places Catapult.

All successful applicants to the Programme acknowledge and agree that this Agreement will become binding upon them immediately upon signing the Offer of Support Letter issued by Connected Places Catapult.

1. DEFINITIONS

In this Agreement the following terms shall have the following meanings:

Accelerator Manager: the individual who has been nominated to represent the Catapult for the purposes of this Agreement.

Award Date: the date on which the Support is awarded, being the date of the Offer of Support Letter.

Bribery Act: the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Catapult: Connected Places Catapult, a company limited by guarantee (company number 11837978) whose registered office is at 1 Sekford Street, London, EC1R 0BE.

Data Protection Legislation: all applicable data protection legislation and privacy legislation in force from time to time in the UK including the UK General Data Protection Regulation; the Data Protection Act 2018; and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426); and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data and the privacy of electronic communications.

Governing Body: the governing body of the Recipient including its directors or trustees.

Intellectual Property Rights: all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.

Know-How: information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

Offer of Support Letter: the letter sent by the Catapult to the Recipient formally offering the Support to the Recipient.

Personal Data: shall have the same meaning as set out in the Data Protection Legislation.

Prohibited Act: committing any offence:

- (a) under the Bribery Act;
- (b) under legislation creating offences in respect of fraudulent acts; or
- (c) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Catapult.

Programme: the Local Authority Transport Decarbonisation Accelerator Programme administered by the Catapult.

Recipient: the company, organisation or other entity named in the Offer of Support Letter as the recipient of Support under the Programme.

Representative: means a party's employees, advisors, contractors and agents.

Support: the Support to be given to the Recipient under the Programme as set out in the Offer of Support Letter.

Support Period: the period for which the Support is awarded starting on the Award Date and ending on the date specified in the Offer of Support Letter.

2. PURPOSE OF SUPPORT

- 2.1 The Recipient shall engage with the Support in accordance with the terms and conditions set out in this Agreement.
- 2.2 Where the Recipient intends to apply to a third party for other support materially the same as the Support, it will notify the Catapult in advance of its intention to do so and, where such support is obtained, it will provide the Catapult with details of the amount and purpose of that support. The

Recipient agrees and accepts that it shall not apply for duplicate support in respect of any part of the Support during the Support Period. For the avoidance of doubt, compliance with any obligations or conditions attaching to third party support are the sole responsibility of the Recipient and Catapult shall have no liability in respect thereof.

3. PROVISION OF SUPPORT

3.1 Subject to clause 10, the Catapult shall provide the Support to the Recipient as set out in the Offer of Support Letter.

3.2 The amount of the Support shall not be increased beyond that set out in the Offer of Support Letter.

4. ACCOUNTS AND RECORDS

4.1 If the Support includes the payment of monies to the Recipient by the Catapult:

- (a) the Support shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds;
- (b) the Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Support monies received by it;
- (c) the Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the monetary Support for a period of at least six years following receipt of any Support monies to which they relate. The Catapult shall have the right to review, at the Catapult's reasonable request, the Recipient's accounts and records that relate to the expenditure of the Support monies and shall have the right to take copies of such accounts and records;
- (d) upon request by the Catapult, the Recipient shall provide the Catapult with a copy of its annual accounts within six months (or such lesser period as the Catapult may reasonably require) of the end of the relevant financial year in respect of each year in which the Support monies are paid;

4.2 The Recipient shall comply and facilitate the Catapult's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Catapult.

5. MONITORING AND REPORTING

5.1 The Catapult shall closely monitor the delivery and success of the Support provided throughout the Support Period to ensure that the aims and objectives of the Programme are being met and that this Agreement is being adhered to.

5.2 The Recipient shall on request provide the Catapult with such further information, explanations and documents as the Catapult may reasonably require in order for it to establish that the Support has been properly received in accordance with this Agreement.

5.3 The Recipient shall permit any person authorised by the Catapult such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.

6. ACKNOWLEDGMENT AND PUBLICITY

6.1 The Recipient shall acknowledge the Support in its annual report and (if appropriate) its accounts, including an acknowledgement of the Catapult as the source of the Support.

6.2 The Recipient shall not publish any material referring to the Support or the Catapult without the prior written agreement of the Catapult. The Recipient shall acknowledge the support of the Catapult in any materials that refer to the Support and in any written or spoken public presentations about the Support. Such acknowledgements (where appropriate or as requested by the Catapult) shall include the Catapult's name and logo (or any future name or logo adopted by the Catapult) using the templates provided by the Catapult from time to time.

6.3 In using the Catapult's name and logo, the Recipient shall comply with all reasonable branding guidelines issued by the Catapult from time to time.

6.4 The Recipient agrees to participate in and co-operate with promotional activities relating to the Programme that may be instigated and/or organised by the Catapult.

6.5 The Catapult may acknowledge the Recipient's involvement in the Programme as appropriate without prior notice.

6.6 The Recipient shall comply with all reasonable requests from the Catapult to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Catapult in its promotional and fundraising activities relating to the Programme.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 The Catapult and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the Catapult or the Recipient before the Award Date or developed by either party during the period from the Award Date to the end of the Support Period, shall remain the property of that party.
- 7.2 Where the Catapult has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Programme (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Catapult.
- 7.3 The Recipient hereby grants to the Catapult a non-exclusive, royalty-free licence to use Know-How and any other Intellectual Property Rights created or devised by the Recipient during its participation in the Programme for the Catapult's own internal non-commercial research purposes, subject always to the provisions of clause 8 (Confidentiality).

8. CONFIDENTIALITY

- 8.1 Each party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.
- 8.2 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:
- (a) at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;
 - (b) is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
 - (c) is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party;
 - (d) is at any time before or after the Award Date disclosed independently by a third party such that it is already in the public domain or subsequently enters the public domain without any breach of any term of this Agreement by either party.
- 8.3 Each party may disclose the other's confidential information:
- (a) to such of its Representatives who need to know such information for the purposes of exercising the receiving party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its Representatives to whom it discloses the other party's confidential information comply with this clause 8; and
 - (b) as may be required by law, a court of competent jurisdiction, any UK governmental authority, or any UK or EU regulatory authority.

9. DATA PROTECTION

- 9.1 Both Parties will comply with all applicable requirements of and all their obligations under the Data Protection Legislation which arise in connection with the Agreement.

10. WITHHOLDING AND SUSPENDING SUPPORT

- 10.1 The Catapult's intention is that the full programme of Support will be provided to the Recipient as set out in the Offer of Support Letter. However, without prejudice to the Catapult's other rights and remedies, the Catapult may at its discretion withhold or suspend provision of the Support if:
- (a) the Recipient has failed or delayed to engage with the provision of the Support in accordance with the scheduled programme and has not provided the Catapult with a reasonable explanation for the failure or delay;
 - (b) the Recipient is, in the reasonable opinion of the Catapult, engaging with the Support in a negligent manner;
 - (c) the Recipient obtains duplicate support from a third party during the Support Period;
 - (d) the Recipient undertakes activities that are likely to bring the reputation of the Programme or the Catapult into disrepute;

- (e) the Recipient provides the Catapult with any materially misleading or inaccurate information;
- (f) the Recipient commits or committed a Prohibited Act;
- (g) the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- (h) the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due; or
- (i) the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure.

- 10.2 The Catapult may retain or set off any sums owed to it by the Recipient which have fallen due and payable against any sums due to the Recipient under this agreement or any other agreement pursuant to which the Recipient provides goods or services to the Catapult.
- 10.3 The Recipient shall make any payments due to the Catapult without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 10.4 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective engagement with the Support or compliance with this Agreement it will notify the Catapult as soon as possible so that, if possible, and without creating any legal obligation, the Catapult will have an opportunity to provide assistance in resolving the problem or to take action to protect the Catapult and the ongoing Programme as necessary.
- 10.5 For the avoidance of doubt, no event or actions described in this clause 10 shall cause this Agreement to automatically terminated unless the Catapult provides notice of termination in accordance with clause 18 (Termination).

11. ANTI-DISCRIMINATION

- 11.1 The Recipient shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment.

12. HUMAN RIGHTS

- 12.1 The Recipient shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Recipient were a public body (as defined in the Human Rights Act 1998).
- 12.2 The Recipient shall undertake, or refrain from undertaking, such acts as the Catapult requests so as to enable the Catapult to comply with its obligations under the Human Rights Act 1998.

13. LIMITATION OF LIABILITY

- 13.1 The Catapult accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient participating in the Programme, receiving the Support, or from withdrawal of the Support.
- 13.2 Subject to clause 13.1, the Catapult's liability under this Agreement is limited to ten thousand pounds (£10,000).

14. WARRANTIES

- 14.1 The Recipient warrants, undertakes and agrees that:
- (a) it has not committed, nor shall it commit, any Prohibited Act;
 - (b) it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Catapult immediately of any significant departure from such legislation, codes or recommendations;
 - (c) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
 - (d) all information concerning the Recipient which has been disclosed to the Catapult is to the best of its knowledge and belief, true and accurate; and
 - (e) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Support.

15. INSURANCE

- 15.1 The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of reasonable business risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss.

16. SUBSIDIES

- 16.1 The Recipient acknowledges and agrees that the Catapult is a research organisation which operates partially using public funds and that therefore has a duty to publish and disseminate any information, data and/or results which are created by or result from outputs of the Programme. The Recipient shall have the right to review and redact any of its Confidential Information from a proposed publication in advance of its publication, at all times the parties acting reasonably.

17. DURATION

- 17.1 Except where otherwise specified, the terms of this Agreement shall apply from the Award Date until the expiry of the Support Period.
- 17.2 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

18. TERMINATION

- 18.1 The Catapult may terminate this Agreement by giving written notice to the Recipient if the Recipient is in breach of this Agreement under any of the matters set out in clause 10;

19. OTHER MATTERS

- 19.1 The Recipient may not, without the prior written consent of the Catapult, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement.
- 19.2 No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.
- 19.3 All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.
- 19.4 This Agreement shall not create any partnership or joint venture between the Catapult and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.
- 19.5 Where the Recipient is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this Agreement.
- 19.6 This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.
- 19.7 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.
- 19.8 This Agreement (together with all documents attached to or referred to within it) constitutes the entire agreement and understanding between the parties in relation to the Support and supersedes any previous agreement or understanding between them in relation to such subject matter.