



# Standard Terms and Conditions of Grants

CTRF funds promising research into ways to remove carbon from the atmosphere. Any CTRF Award Letter and Funding Award Agreement issued will provide research and development grant funding to the Institution in line with the standard terms and conditions contained in this document.

Key terms used in these Standard Terms and Conditions of Grants are set out in the Definitions section at the end of this document.

**Variation to the Terms and Conditions:** CTRF reserves the right to amend and vary these Standard Terms and Conditions of Grants or applicable policies at any time. We will publish on our [website](#) any changes to these conditions or our grant funding policies. Once published, any changes will apply to the Grant. Where there is any conflict between these Standard Terms and Conditions of Grants, the provisions of the Funding Award Agreement will take precedence.

**Obligations of the Institution:** The Institution agrees to perform the Research with all skill and care. The Research shall be carried out at the Research Location. The Institution shall appoint the Research Personnel, who shall be responsible for the performance of the Institution's obligations; and the Institution Representative, who will be solely responsible for supervising the performance of the Institution's obligations. The Institution shall ensure that any Consultants: are suitable and willing to carry out the obligations; and perform their obligations with all due care and diligence, in a professional and ethical manner and in accordance with guidelines agreed between the parties.

**Obligations of CTRF:** In consideration of the performance of the Research by the Institution, CTRF shall pay to the Institution a grant in accordance with agreed schedules. All payments made shall be to the Institution's bank account as notified in writing. CTRF reserves the right to withhold any payment payable if the Institution or any of the Consultants have not, in CTRF's sole discretion, completed their obligations contained in this agreement. CTRF shall appoint the CTRF Representative, who shall be the Institution's first point of contact in respect of the Research.

**Ownership of Intellectual Property Rights:** All Background IP is and shall remain the exclusive property of the party owning it (or, where applicable, the third party from whom the right to use the Background IP has derived). The Institution shall: own all rights, title, and interest in and to any Foreground IP for the full duration of such rights, wherever in the world enforceable; and be entitled to carry out, at its own expense, the drafting, filing and prosecution of all applications and the maintenance and extension, of all registrations comprised in the Foreground IP. The



Institution shall fully and promptly disclose to CTRF all Foreground IP. All Foreground IP shall be considered Confidential Information of the Institution.

**Publication rights:** If the Institution, the Consultants or any other employee or student at the Institution wishes to make a Publication relating to the Research the Institution shall provide to CTRF a copy of the draft Publication.

**Exploitation of Intellectual Property Rights:** The Institution shall use its best endeavours to commercially exploit the Foreground IP in connection with the production, manufacture, distribution, marketing, selling, advertising, and promotion of the Technology.

**Record keeping and reporting:** The Institution shall, and shall procure that the Consultants shall, keep accurate and up-to-date records of the progress of the Research and the work performed by the Institution under this agreement, in accordance with good scientific practice and in sufficient detail to enable CTRF to monitor how CTRF's grant funding has been/is being spent by the Institution. The Institution shall procure that the Institution Representative shall: make themselves available to attend review meetings and/or prepare annual reports at such times and locations as may be agreed between the parties.

**Royalties:** During the Term and in perpetuity after the Term, the Institution shall pay to CTRF a royalty of 25% of the Net Revenue payable to the Institution in respect of the Institution's commercial exploitation of the Technology. Royalties and other sums payable under this agreement are exclusive of VAT (or similar tax) and shall be paid free and clear of all mutually agreed deductions and withholdings whatsoever unless the deduction or withholding is required by law. Royalties and any other sums payable to CTRF under this agreement shall be paid in pounds sterling ('GBP') and be used strictly to fund other research.

**Term and termination:** Upon issue of an award, any agreement will commence on an agreed Effective Date and, unless terminated earlier shall remain in force until the Agreement End Date (Term). Either party shall have the right to terminate an agreement giving the other party written notice of termination.

**Jurisdiction:** CTRF Grant Conditions shall be governed by and interpreted in accordance with the law of England and Wales and any disputes in connection with these Grant Conditions shall be governed.

## Definitions:

**Award Letter:** the letter from CTRF confirming the award of the Grant and giving details of the Grant Activities.

**Background IP:** any Intellectual Property Rights, other than Foreground IP, that is used in connection with the Research.



**Confidential Information:** means all confidential information (however recorded or preserved) disclosed by a party or its representatives to the other party and its representatives whether before or after the Effective Date in connection with the Funding Award Agreement.

**Consultants:** all Research Personnel and Institution Representatives engaged in the Research.

**CTRF:** Carbon Technology Research Foundation CIC

**CTRF Representative:** The CTRF Research team (Head of Research and Research Grants Manager).

**Effective Date:** the date of execution of a Funding Award Agreement.

**Foreground IP:** any Intellectual Property Rights that arise, is obtained, or is developed by the Institution (or on behalf of Institution by the Consultants or any other third party) during, or in connection with, the Research including, without limitation, the Technology.

**Funding Award Agreement:** the executed specific Terms and Conditions of grant as described in the Award Letter.

**Grant:** the grant described in the Award Letter.

**Net Revenue:** the actual invoiced price in an arm's length transaction, less, to the extent identified on the invoice, any VAT and any other government taxes, duties or levies provided that where the Technology is: supplied other than in an arm's length transaction; or incorporated in another article and sold or otherwise supplied at a price which is included in the price of the other article; the Net Revenue shall be deemed to be the Net Revenue which would have been applied under this agreement, had such Technology been subject to an independent arm's-length transaction.

**Publication:** the publication of an abstract, article or paper in a journal or an electronic repository, or its presentation at a conference or seminar.

**Research:** the work to be performed by the Institution which will be fully described in schedules.

**Research Location:** the location or locations where the Research shall be carried out.

**Research Personnel:** the research personnel to be appointed who shall be stationed at the Research Location and who shall be responsible for the performance of the Institution's obligations pursuant to the Award Letter and Funding Award Agreement.

**Technology:** all inventions, products, designs, information, know-how, specifications, formulae, data, processes, methods, services, techniques, and other technology generated or otherwise resulting from the Foreground IP.

**Term:** anniversary of the Effective Date (dependent on project duration).



## **Carbon Technology Research Foundation**

**Institution Representative:** the representative to be appointed who shall be solely responsible for supervising the performance of the Institution's obligations pursuant to the Award Letter and Funding Award Agreement.