

MUSICFUTURES SUBGRANT - TERMS AND CONDITIONS

1. BACKGROUND

- 1.1 This subgrant funding is being made available by MusicFutures at the University of Liverpool (also referred to as **UOL**, **we**, **us** or **our**) as set out in Schedule 1 (The MusicFutures project and branding guidelines). MusicFutures, investing into an R&D competition to support innovation for Liverpool City Region based businesses. By providing support and exposure to innovation and research expertise we aim to create new forms of IP and develop new business models that will help grow the regional music economy. The project is funded by the Arts and Humanities Research Council (the **AHRC**). The AHRC is part of the UK Research and Innovation (**UKRI**).
- 1.2 These terms and conditions apply to organisations (which we will refer to as **you** or **your**) applying to an open call for subgrant funding from us.
- 1.3 These terms and conditions apply to requests to fund the project (for example, to test a recently created technology, business model or to create a new technology to solve a problem) which you have defined in the funding application and confirmed in your subgrant award letter (**SGAL**). For the avoidance of doubt, you can only make an application for a project which you will carry on your own (i.e. without the involvement of another applicant and, other than set out in clause **2.4** and clause **2.5**, without the involvement of any Collaborator and/or us).
- 1.4 Notwithstanding clause **1.3**, if you set out in the funding application that you would need freelancer(s) to carry out some of the project and provided the name of each freelancer and a justification as to why you need each freelancer, you may pass up to 70% of the subgrant funding awarded to you to freelancer(s) named in the funding application. For the avoidance of doubt, a freelancer is a subcontractor for the purpose of this agreement.
- 1.5 If your application for funding is successful, you will receive a SGAL confirming any specific conditions of the award (in addition to these) that you must follow. You must agree to these specific conditions before your project can start.
- 1.6 The SGAL and these terms and conditions will together be referred to as 'this agreement'.

2. GENERAL TERMS AND CONDITIONS AND ACCESS TO BACKGROUND AND FACILITIES

- 2.1 We have the unilateral right to change these subgrant terms and conditions at any time. Other than as set out in clause **1.4**, you cannot assign, transfer or subcontract any of your rights or obligations under this agreement to any third party (unless previously agreed with us).

Rights or remedies under this agreement, whether exercised or not, remain available throughout the term of this agreement defined in clause **4.1**. This agreement does not create any partnership or joint venture between us at law.

2.1.1 Subject to clause **2.1.2**, the AHRC, each Collaborator and we do not accept any liability to you or any third-party for any consequences, whether direct or indirect, that result from you undertaking the project, using the subgrant, you using our facilities, you infringing any third party rights, you selling any product or service whether based on the project results or otherwise, or us terminating this agreement or the subgrant.

2.1.2 Nothing in this agreement limits or excludes the AHRC's, each Collaborator's, our or your liability for i) death or personal injury caused by negligence, or ii) any fraud or for any sort of liability that, by law, cannot be limited or excluded.

- 2.2 This agreement is subject to the laws of England and Wales. The subgrant cannot be used for any political or lobbying activity, or for any purpose other than the project or the purpose described or referred to in the SGAL.
- 2.3 In addition to these Terms and Conditions, you must ensure that any rules and additional terms set out within the competition brief, general guidance, and project costs guidance, are all complied with.

- 2.4 A Collaborator and/or we may provide information, data, techniques, know-how, inventions, discoveries, software and/or other materials (**Background**) for you to use in the project. Where a Collaborator or we provide Background to you, you may only use the Background for the project and will secure a commercial licence as set out in clause **17.5** if you intend to use the Background for any other purpose.

You agree that you will not bring any action against the AHRC, Collaborator or us if a third party has infringed your rights in any of your confidential information, Background or any Result.

- 2.5 As set out in Schedule 1 (The MusicFutures project and branding guidelines), we have facilities which we may allow you and/or your employees to access during the project for the purpose of the project only. We may require you and/or each of your employees to sign an additional agreement to cover your access to our facilities.

3. DISCLAIMER

- 3.1 Subject to clause **2.1.2**, the AHRC, each Collaborator and we each accept no liability, financial or otherwise, for expenditure or liability arising from the project funded by the subgrant, except as set out in these Terms and Conditions or otherwise agreed in writing.
- 3.2 Subject to clause **2.1.2** and except under the indemnity in clauses **3.4**, your aggregate liability to the AHRC, each Collaborator and us collectively for all and any breaches of this agreement will not exceed the total amount received by you under your SGAL (in pounds sterling).
- 3.3 Subject to clause **2.1.2**, the AHRC, each Collaborator and we each accept no liability for any consequences, whether direct or indirect, that may come about from you running the project, the use of the subgrant, you infringing any third-party rights, you selling a product or service whether based on the project results or otherwise, or from withdrawal of the subgrant.
- 3.4 You shall indemnify the AHRC or its employees, agents, officers or subcontractors, any Collaborator or its employees, agents, officers or subcontractors, and us or our employees, agents, officers or subcontractors (together the **Indemnified Parties**), and keep them fully and effectively indemnified, against each and every claim made against any of the Indemnified Parties as a result of i) your or your subcontractor's use of our facilities whether through physical damage to equipment, introduction of malware or otherwise, ii) you or your subcontractor infringing any third-party right, and/or iii) you selling any product, provided that the Indemnified Party must i) promptly notify you of the details of the claim, ii) not make any admission in relation to the claim, iii) take reasonable steps to mitigate its losses and expenses arising from the claim, iv) allow you to have the conduct of the defence and settlement of the claim, and v) give you all reasonable assistance (at your expense) in dealing with the claim.
- 3.5 We reserve the right to terminate the subgrant at any time, subject to reasonable notice and to make any payment that we agree may be necessary to cover outstanding and unavoidable commitments.
- 3.6 If a subgrant is terminated or reduced in value, no liability for payment, redundancy or any other compensatory payment for the dismissal of staff funded by the subgrant will be accepted.

4. DURATION

- 4.1 The project duration will begin on the project start date set out in the subgrant award letter (**SGAL**) and end on the project end date (the **Project Term**) also set out in the SGAL, unless this agreement is terminated earlier in accordance with its provisions.

5. YOUR OBLIGATIONS

- 5.1 As a successful applicant, you must:

5.1.1 provide a clear project plan as part of your application,

5.1.2 manage the project in accordance with the terms of the application as awarded by us,

and this agreement,

5.1.3 consider whether the project you propose has any ethical implications and, if requested by us to do so, participate in an ethic review,

5.1.4 refer to the AHRC's, any Collaborator's and/or our financial and other support in any publicity or public information about your project,

5.1.5 other than as set out in clause 1.4, not subcontract any of your work on the project (unless previously agreed with us),

5.1.6 inform us promptly and directly via the person set out in your SGAL,

- of any issue or material change that could affect the progress, delivery or exploitation of the project and of any changes to your constitution, legal form, membership structure (if applicable) or ownership,
- if you, your staff, officers or volunteers associated with the project are subject to any complaint or investigation into dishonesty, fraudulent activities or business misconduct, carried out by any regulatory body or the police,
- of any allegations, whether proven or not, of fraud, criminal convictions, bankruptcy arrangements, or disqualifications.

5.1.7 fully co-operate with us, responding to any requests for information promptly and comprehensively and allowing reasonable (audit) access to your sites, documentation and staff upon request,

5.1.8 take out and maintain insurance covering your risks and liabilities during the project and, if you decide to sell a product or service whether based on the project results or otherwise, for the duration of the sales for appropriate amounts and in keeping with good commercial practice,

5.1.9 comply with all applicable laws and regulations in carrying out your activities under this agreement, and

5.1.10 maintain adequate procedures to manage and monitor any actual or perceived bias or conflicts of interest in any personal, business or professional activities by you or your representatives which conflict or could conflict with any of your obligations under this agreement.

If you do not fully meet the obligations of this subgrant as set out above, this will impact any Collaborator's and our decision to award any future subgrants to you.

5.2 You are responsible for the accuracy of the information contained within your application. If you are successful, we will make further checks on the information you have provided as part of our due diligence processes.

5.3 We will not accept any pre-start amendments to your project. In the event of such a request, your project will be withdrawn and no subgrant offer will be received.

5.4 You must submit any project change requests within the project start and end dates via the Host person set out in your SGAL. We will not consider any requests submitted after the project end date.

5.5 You will take reasonable account of the principles explained on the [UKRI Trusted Research and Innovation](#) page and the guidance issued by [the National Protective Security Authority \(NPSA\)](#). The UKRI principles expect subgrant recipients to have robust arrangements for:

5.5.1 assessment of partner suitability,

5.5.2 management of information and knowledge sharing,

5.5.3 management of commercial applications including intellectual property, and

5.5.4 compliance with any relevant controls as explained in the [Export Controls Joint Unit](#) pages.

5.6 You must comply with the requirements stated in [The National Security and Investment \(NSI\) Act 2021](#) and the statutory [UK Strategic Export Control Lists](#).

6. WARRANTIES

6.1 As of the effective date of this agreement, you warrant to the AHRC, each Collaborator and us that:

6.1.1 you have all necessary resources and expertise to deliver the project (this assumes your reliance on, and timely receipt of the subgrant and any conditions specified in the SGAL),

6.1.2 you are not subject to any contractual or other restriction imposed by your or any other organisation's rules or regulations or otherwise, which may prevent or impede you from meeting your obligations in connection with the subgrant,

6.1.3 you have not committed any offence under the [Bribery Act 2010](#),

6.1.4 you have adequate procedures in place for dealing with any conflicts of interest,

6.1.5 all financial and other information concerning you which has been disclosed to the AHRC, any Collaborator and/or us is, to your reasonable knowledge and belief, true and accurate,

6.1.6 you are not aware of anything in your own affairs, which you have not disclosed to us, which might reasonably have influenced our decision to make the subgrant on the terms contained in this agreement,

6.1.7 since the date of your last accounts (if any) there has been no significant change in your financial position or prospects which you have not declared to us which may impact on your ability to deliver the project,

6.1.8 you are not subject to an outstanding order for the recovery of subsidy by UKRI any other UK public authority or which has otherwise been declared by a court or a regulator to be unlawful or incompatible with the Subsidy Control Act 2022,

6.1.9 you are not subject to an outstanding order for the recovery of any other state aid which has been declared by the European Commission to be unlawful and incompatible with the single market,

6.1.10 if the Subsidy Control Act 2022 applies to the subgrant funding (see section 16), you are not subject to collective insolvency proceedings nor do you fulfil the criteria under UK domestic law for being placed in collective insolvency proceedings at the request of your creditors, and

6.1.11 if the state aid rules apply to the subgrant funding (see section 16), you are not an 'undertaking in difficulty' as defined in the state aid rules (GBER 2014).

7. OWNERSHIP

7.1 We have awarded this subgrant on the basis of the ownership details provided in your application.

If ownership of your organisation changes during the course of the subgrant funded project, we have the right to suspend or terminate the subgrant. We can also recover the value of all subgrant monies paid from the beginning of the project.

Also, failure to disclose a change in ownership may result in the suspension or termination of a subgrant.

7.2 Where we have reasonable grounds for believing that changes in ownership in a subgrant

funded project presents a risk to UK national security or national interests more generally, we have the right to suspend or terminate that subgrant without further notice.

8. CO-INVESTMENT DATA

- 8.1 We are providing the subgrant funding to your project with the expectation that additional investment (co-investment) will be needed to see the innovation through to commercialisation. This can include:
- 8.1.1 additional investment to the agreed total project costs,
 - 8.1.2 any additional investment in associated technology or research areas, and
 - 8.1.3 further investment for up to five (5) years from the end date of the project to support commercialisation.
- 8.2 Co-investment is a key factor for us. As such, we reserve the right to request data relating to co-investment from you on an ongoing basis for the duration of the project, or as otherwise specified by us. We retain this right for up to five (5) years from the end date of the project.

9. PAYMENT OF SUBGRANT

- 9.1 We will only reimburse those types of project costs that meet the eligibility criteria set out in our project costs guidance. A project's costs must be approved by us before the project can begin.
- 9.2 We will only pay your subgrant into your business account at a UK clearing bank or one of its subsidiary banks within the UK. We may accept an account at an alternative bank in exceptional circumstances at our discretion and by prior agreement.
- 9.3 You must accept that the eligible costs you can claim are limited to those types of costs approved by our finance team and communicated to you before the issue of the SGAL.
- 9.4 To comply with the Subsidy Act 2022 and our impact evaluation process, these records must be kept for ten (10) years following your receipt of the subgrant and must be supplied to satisfy requests for evidence of compliance within twenty (20) days if requested.

Subgrant recipients must be open and transparent and must provide additional information if asked. For example, this may include details of staff contributing to the project. We may require this for assurance purposes prior to the payment of a claim.

- 9.5 We will normally pay the subgrant within thirty (30) days unless we need further information to support the claim. We agree to raise requests for further information, if required by the AHRC, within fourteen (14) days of receiving the claim.
- 9.6 You should not add any VAT to your claim for example for any of your staff costs but may include any VAT you incur when purchasing any goods or services for the project. You anticipate that no VAT or other taxes are payable on the funding we will provide to you under this agreement because as this is a subgrant. If VAT or any other taxes become payable, then the funding shall be deemed to include the payment for the relevant VAT or taxes.
- 9.7 You are responsible for maintaining contemporaneous and detailed records and documentation relating to the use of your subgrant, including timesheets, invoices, pay records and other documents.
- 9.8 Where you use subcontractors, we reserve the right to request further information and conduct further checks. Any relationship between you and a subcontractor must be declared.

You must be able to demonstrate that value for money is obtained in the procurement of goods, services or works funded by the subgrant.

The procurement process must reflect that which you would typically use concerning your own money, with equal, or greater, vigilance.

- 9.9 We may appoint an auditor, at our expense, to ensure you are complying with the terms and conditions of this agreement. You agree to give the auditor or person nominated by us, access to your project records within two (2) weeks' notice of their appointment.

If the auditor determines that all or part of the subgrant has been misapplied or that you should repay all or part of the subgrant to us, we may recover the cost of the auditor's work from you.

- 9.10 We will not make payment for project costs that are already being funded by the AHRC, any Collaborator, us, or another organisation.

If duplicate funding has been awarded for costs associated with the same project deliverables, it is your responsibility to notify the AHRC, the Collaborator, us, and/or any other funding organisation. This will allow the awarding organisations to agree who should fund the relevant costs.

If you are found to be claiming duplicate funding, we will consider terminating the project, recovering all project costs and where there is evidence of dishonesty (Fraud Act 2006), referring the matter to the UKRI Counter Fraud and Investigation Service.

- 9.11 If over the whole duration of the project, and in our reasonable opinion, you have received payments to which you are not entitled under the terms of this agreement, future funding payments due to you may be withheld, in such sums and for such period as determined by us to recover the overpayment from you in full.

Such action does not amount to a suspension or termination and does not affect any other right or remedy available to us including termination or suspension of the project or funding to you.

10. SUSPENSION, TERMINATION AND REPAYMENT OF SUBGRANT

- 10.1 We may suspend, terminate or reclaim the subgrant in whole or in part. We will take appropriate care in how we do this, but we can immediately suspend subgrant payments.

- 10.2 Where we need to suspend, terminate or reclaim the subgrant, we will inform you in writing and you will have thirty (30) days to make representations to us.

- 10.3 Examples of events that may result in us suspending subgrant payments include but not limited to:

10.3.1 misuse of the subgrant funds, including, in a fraudulent or financially misleading way or for purposes not declared in your application or agreed to subsequently by us,

10.3.2 false statements in any part of your application for subgrant or project documentation,

10.3.3 failure to maintain satisfactory progress on the project in our opinion,

10.3.4 any significant changes to the proposed outcomes of the project,

10.3.5 failure to comply with any terms and conditions of this agreement,

10.3.6 behaviour or activity by you, your staff, representatives or contractors which, in our reasonable opinion is non-compliant with legislation or HM Government policies, or is detrimental to the AHRC's, any Collaborator's and/or our reputation, or is otherwise detrimental to the public interest, or

10.3.7 you commit a breach of your obligations in section 16.

- 10.4 Examples of events that may result in us terminating the subgrant include, but not limited to:

10.4.1 failure to resolve to our satisfaction, or not being able to resolve, the reasons for suspension,

10.4.2 you using the confidential information and/or the IPR of another party who uses our facility without that other party's consent,

10.4.3 being found to have applied for and secured multiple awards from the AHRC, any

Collaborator or us for the same or largely interchangeable project scopes,

- 10.4.4 being found to have breached any of our policies with which you had previously been required to comply as a condition of the award of the subgrant,
 - 10.4.5 being unable to pay your debts as they fall due or admit inability to pay debts or are deemed unable to pay your debts within the meaning of section 123 of the [Insolvency Act 1986](#) (IA 1986),
 - 10.4.6 you commencing negotiations with all or any class of creditors with a view to rescheduling any of your debts, or make a proposal for or enter into any compromise or arrangements with your creditors,
 - 10.4.7 you applying to court for or obtaining a moratorium under Part A1 of the IA 1986,
 - 10.4.8 a petition is filed, notice given, resolution passed, or an order is made for or in connection with your winding up,
 - 10.4.9 a change to your legal status or ownership which you have failed to declare or have misrepresented to us,
 - 10.4.10 you are in breach of any of the warranties contained in section 6,
 - 10.4.11 you use the subgrant for purposes other than those contained within the application and description of the project without our consent,
 - 10.4.12 you have failed completely to provide or, in our reasonable opinion, failed to make reasonable effort to collect or provide the information requested of you by us in accordance with section 9,
 - 10.4.13 behaviour or activity by you, your staff, your auditor, your accountant, representatives or contractors involving an act of fraud, dishonesty, malfeasance, misrepresentation or any serious financial irregularity in respect of you or your operations which has or could have a serious adverse effect on you, us, or both, or
 - 10.4.14 you commit a breach of your obligations in section 16.
- 10.5 If you do not resolve an issue causing suspension or if we terminate the subgrant, you may be required to repay some or all, of the subgrant.
- 10.6 We have the right to take all reasonable steps to reclaim any or all of the subgrant already claimed by you, should it be necessary for us to suspend or terminate your subgrant or terminate this agreement for any reason.
- 10.7 If in our reasonable opinion, any of the events set out in clauses **10.3** or **10.4** have occurred, we shall take into account your conduct and that of individuals associated with this project in relation to future subgrant applications.
- This clause **10.7** relates to you and any individuals associated with this project and is applicable whether or not the agreement is suspended or terminated.
- 10.8 If for any reason the subgrant value you have been paid exceeds the subgrant value approved for the project costs you have submitted, then the balance must be returned to us within ninety (90) days of the last day of your involvement in the project.
- If the balance is not returned within this timeframe, then we reserve the right to pursue formal debt recovery on the amount and this will impact our decision to award any future subgrants.
- 10.9 Should you need to withdraw from the project or terminate it for reasons agreed via the person set out in your SGAL, you will need to return any funding we already provided to you under clause **9.5** minus any eligible costs. This covers costs related to the project that you have reasonably incurred and paid before the date of withdrawal or termination, including all financial commitments to third parties, as reviewed and approved by the Monitoring Service Provider.

11. DISPUTE RESOLUTION

- 11.1 Where a dispute arises between you and us, we would encourage you to contact us to discuss how the matter can be resolved. If a mutually acceptable resolution cannot be achieved within thirty (30) days of you contacting us, we have the right to unilaterally terminate the subgrant and potentially to seek repayment of all or part of the subgrant funds previously paid to you.

12. FORCE MAJEURE

- 12.1 Where an event of force majeure, or a change to the laws of England and Wales, UK government or devolved administration policy or state aid rules occurs which affects our ability to continue funding your project, we can terminate this agreement by giving you as much written notice as reasonably possible.

In such circumstances, you will need to return any funding we already provided to you under clause 9.5 minus any eligible costs in respect of the project that you have reasonably incurred and paid before the date of termination of this agreement.

13. MONITORING

- 13.1 We are required to demonstrate to the AHRC the effective performance management of project delivery.
- 13.2 Throughout the term of your project, we will monitor your progress via the person set out in the SGAL. You should comply with any reasonable request for information and deadlines by us.
- 13.3 Your project manager, and others as may be agreed from time to time, will meet with us once a calendar quarter (or agreed period) to review your written report for the period since the last monitoring meeting. You should deliver this report to us via the person set out in the SGAL no later than fourteen (14) days before the scheduled monitoring meeting.
- 13.4 We will require you to provide satisfactory evidence of project delivery in the following three aspects:
- 13.4.1 technical assurance,
 - 13.4.2 financial assurance, and
 - 13.4.3 project management assurance.
- 13.5 Failure to provide satisfactory evidence in any one of these areas will prevent us from validating your claims.

14. EQUALITY, DIVERSITY AND INCLUSION

- 14.1 You must ensure that equality, diversity and inclusion (**EDI**) is considered and supported at all stages throughout the project, in accordance with all relevant legal obligations, including but not limited to those of anti-discrimination in the [Equality Act 2010](#).
- 14.2 We collect EDI data in accordance with our duty to advance equality of opportunity between those who share a protected characteristic and those who do not.
- 14.3 Equality, diversity and inclusion (EDI) will be monitored during the project and its evaluation. This will require, (and is not limited to) sharing of staff EDI data when requested, (to the extent you are able to lawfully process such staff data) and monitoring and reporting on EDI impacts in line with the Equality Act 2010.
- 14.4 Where embedding EDI into the project has been outlined as a requirement by us, you must conform to this within the scope of the competition. You must engage with associated events and support provided by UK Research and Innovation, where applicable.
- 14.5 We store and manage data in line with UK General Data Protection Regulation, the Data Protection Act 2018 and our privacy notice for the CoSTAR project.

14A. ENVIRONMENTAL SUSTAINABILITY

14A.1 You must ensure that environmental sustainability is considered and supported at all stages throughout the project, in accordance with all relevant legal obligations, including but not limited to those in the [Environment Act 2021](#).

15. PROJECT ASSURANCE AND COMPLIANCE

15.1 You must meet your statutory financial accounting obligations and provide access to both statutory and management accounts to us or our nominated representatives, including the UKRI Counter Fraud and Investigations Service, at all reasonable times:

15.1.1 The UKRI Counter Fraud and Investigations Service retains the right to carry out a visit to the registered UK office without prior notice when conducting an investigation into any subgrants you have received from us,

15.1.2 All reasonable efforts must be made to comply with any requests before, during or after the time of the visit,

15.1.3 You must provide access to all supporting project documentation to us and any of our nominated representatives (including members of the UKRI Counter Fraud Investigation Service) who reserve the right to request and access additional information to facilitate our due diligence checks as part of the subgrant assurance process. This includes but is not limited to, the company directors, shareholders and employees who either undertook work or supported the project, and

15.1.4 You must allow us and our appointed representatives to access all physical copies of documentation they deem necessary for the purpose of their audit or investigation. This includes whilst on a visit to your business' premises or when requested during the course of an investigation or review. Where appropriate the original version should be provided.

15.2 We may ask you to submit an independent accountant's report if any of the following occur:

15.2.1 you withdraw from the project,

15.2.2 the project is terminated,

15.2.3 you submit a claim disclosing expenditure substantially greater than forecast, in the opinion of your MSP,

15.2.4 errors identified during the claims review process cannot be resolved between you and us, or

15.2.5 you are suspected of breaching the terms and conditions of this agreement.

16. UK SUBSIDY OBLIGATIONS

16.1 The State Aid Rules (see Article 10 of the [Windsor Framework](#)) will apply to the subgrant funding where the subgrant funding will affect trade between Northern Ireland and the EU as envisaged by Article 10 of the [Windsor Framework](#) in the EU Withdrawal Agreement. In such cases, the provisions in Schedule 4 (EU State aid law) in these terms and conditions will apply to the funding.

16.2 In all other circumstances, you must always ensure that the subgrant funding awarded to you is compliant with the Subsidy Control Act 2022.

Further information about the Subsidy Control Act 2022 can be found at <https://www.gov.uk/government/collections/subsidy-control-regime>.

16.3 You must inform us of any other public funding applied for or awarded against the eligible costs covered by this award of subgrant.

16.4 If you are found to have received a subsidy that is deemed to be in breach of the Subsidy Control Act 2022, we will immediately stop subgrant payments to you in any and all projects and may require you to repay subgrant funding.

16.5 No subcontract or other agreement with a third party can be made which would constitute a breach of the Subsidy Control Act 2022.

17. EXPLOITATION OF PROJECT RESULTS

17.1 We may require you to establish an exploitation plan which will be reviewed by us.

17.2 During your project lifetime, you will need to refine and update it at least once every six (6) months (or at other intervals as agreed with us).

17.3 For a period of two (2) years after your project, we expect you to take reasonable steps to exploit the results of the project in the UK. We will continuously monitor and evaluate the impact of funding awarded to the project and you must cooperate fully in this process.

17.4 You must inform us immediately if you are experiencing any financial, administrative, or managerial difficulties that may hinder or prevent you from fulfilling your obligations.

17.5 If you need to use any Background provided to you under clause 2.4 to exploit the project results, you must ask the owner of the Background to grant you a commercial licence (the **Commercial Licence**) to use the Background before you can sell a product or service.

17A. BACKGROUND RIGHTS

17A.1 You acknowledge that the MusicFutures project is not an ordinary research project and instead is an ambitious attempt to accelerate the development of the music industry in the Liverpool City Region and understand that disclosing and granting access to Background is critical to the success of the MusicFutures project.

17A.2 In the event that you use third party IPR other than the Background provided to you under clause 2.4, and you fail to secure the necessary rights to use the third party IPR as set out in clause 19, any Collaborator and/or we may decide that that you cannot apply for any further funding in the future.

18. PUBLICATION OF INFORMATION

18.1 You must observe any publicity embargo on the announcement of successful applications until you receive notification from us that any such publicity embargo has been lifted.

18.2 We encourage you to seek your own publicity in respect of the project. If you want to publicise the project in any way whatsoever, please i) check the details of the announcement via the person set out in your SGAL, and ii) follow the process set out in clause 18.2A, if applicable.

18.2A If we or a Collaborator has provided any Background to you for use to use in your project as set out in clause 2.4, you must submit any planned publication or other public disclosure of your project results to the party providing the Background at least thirty (30) days before the planned disclosure or publication so that the party who provided the Background can request that you disguise or remove any Background. If the party providing the Background does not respond within the thirty (30) day period, you can proceed with the publication or disclosure as is.

18.3 Further to clause 18.2, in any online or printed materials related to activities funded by this subgrant, you must follow the guidance set out in Schedule 2 (Credits) and Schedule 3 (Acknowledgements).

If your funding has been withdrawn, stopped or you are no longer operating, you must remove the AHRC's, any Collaborator's and/or our logo from your website. In some instances, you may be contacted directly by the AHRC, a Collaborator or us and asked to do this.

18.4 As a condition of funding, to meet UKRI's obligations for public accountability and the dissemination of information, public descriptions of funded proposals will be made available on the AHRC's, any Collaborator's and/or our websites and other publicly available sources.

If the AHRC, a Collaborator or we create a success story on your funding, the AHRC, the Collaborator or we, as the case may be, will check the content with you at least two (2)

working days before the release of the story so that you can request that the publishing party disguises or removes any of your Background or disguises any of the project results. If you do not respond within the two (2) day period, the publishing party can proceed with the story as is.

18.5 We and any Collaborator who provides Background to you each have the right to publish the results of the project together with you in a trade publication, a peer reviewed research article, a book chapter or any other form of publication. Where we or the Collaborator chooses to publish the results of the project together with you, we or the Collaborator will acknowledge the AHRC funding and, where possible, will ensure that the publication is open access in accordance with the [UKRI Open Access Policy](#).

18.5A Further to clause **18.5**, the Collaborator or we will submit any planned publication to you at least thirty (30) days before the planned publication so that you can request that the Collaborator or we, as the case may be, disguise or remove any of your Background or disguise any of the results. If you do not respond within the thirty (30) day period, the Collaborator or we can proceed with the publication as is.

18.6 Further to clause **18.5**, the Collaborator or we can use the [UKRI open access](#) block grant to support any associated open access publication costs, in line with the [block grant terms and conditions](#).

19. INTELLECTUAL PROPERTY RIGHTS

19.1 Other than as set out in clause **17**, any intellectual property rights (IPRs) developed during or as a result of the project, are owned by you.

19.2 In addition to securing a commercial licence to the Background as set out in clause **17.5**, you will ensure that you have the necessary rights to use or access third party IPR needed to carry out the project and your obligations as set out in clause **17**.

19.3 You manage IPRs in a professional and business-like manner in order, amongst other things:

19.3.1 to help the achievement of the AHRC's, a Collaborator's and/or our overall aims of encouraging the commercialisation of new technologies,

19.3.2 to help businesses to grow by benefiting from UK research,

19.3.3 to enhance the growth of high technology industry in UK, and

19.3.4 to comply with the [National Protective Security Authority \(NPSA\)](#) guidance as highlighted in the Obligations clause **5.5**.

19.4 You grant to us a royalty-free, non-exclusive licence, with the right to grant sub-licences to use the project results for the purpose of carrying out the project.

19.5 You grant us and each Collaborator the irrevocable, royalty-free right to use the project results for academic and research purposes, including research projects which are carried out by us or any Collaborator with any third party whether in the commercial sector or otherwise provided that those parties gain or claim no rights to the project results.

19.6 Further to clause **19.5**, we would welcome it if you would, whether during the Project Term or otherwise, enter into discussions with any third party involved in a MusicFutures project (a **Potential Licensee**) who wishes to secure a non-exclusive licence to use a Result on fair and reasonable terms.

20. CONFIDENTIALITY AND INFORMATION MANAGEMENT

20.1 We have the right to request access to any additional information we feel necessary for our assurance and due diligence processes in connection with this subgrant. You must provide or allow access to such information within twenty (20) working days of our request.

20.2 You acknowledge that you are likely to meet individuals who are not our employees or students when you use our facilities and that we therefore cannot provide a complete assurance about

confidentiality. You further acknowledge that such organisations will each sign an agreement with similar terms as set out in these Terms and Conditions but that we cannot control compliance with the confidentiality obligations other than that we will terminate a party's agreement as set out in clause **10.4.2** if we become aware that an organisation appears to have used any confidential information or any IPR which belongs to another party without that other party's consent.

- 20.3 You must treat any Background made available to you under clause **2.4** as confidential information indefinitely unless the owner of the Background agrees in writing that you may publish the Background (or aspects of the Background).
- 20.4 Subject to clause **20.2**, the AHRC, any Collaborator and/or we, as the case may be, will treat any information you disclose deliberately or otherwise as confidential information for a period of five (5) years from the disclosure.
- 20.5 The AHRC, each Collaborator and we have an obligation to respond to specific requests, including requests made under the Freedom of Information Act and the Environmental Information Regulations and which may involve the disclosure of information relating to the subgrant or provided by you.

Where this is the case, the party receiving the request (i.e. the AHRC, a Collaborator or we) will attempt to reach out to you and inform you about the information the party receiving the request intends to disclose about you and take your views into account if applicable.

The decision to disclose any information in response to such a request will remain the responsibility of the party that received the request (i.e. the AHRC, a Collaborator or us).

- 20.6 Our privacy notice for the MusicFutures project provides further details on how data is used.

This can include personal data, confidential or commercially sensitive information and details how we use this information to deliver our funding, demonstrate impact, support and connect innovative businesses, and encourage sustainable economic growth for the UK.

21. ENGAGEMENT

- 21.1 Through the funding provided by us for your project, the AHRC, any Collaborator or we may bring together (physically or virtually) all parties supported, to network, share learning and demonstrate the impact of the investment.

At the AHRC's, any Collaborator's or our request, you will be expected to participate in these activities as part of the funded cohort, for the duration of the project and for three (3) months afterwards. We expect that the benefits gained from this activity may result in organisations themselves continuing this beyond the end date of the project as stipulated in the SGAL.

22. MONITORING AND EVALUATION

- 22.1 You acknowledge that as a beneficiary of the MusicFutures project you must assist us to ensure we can adhere to the AHRC's funding conditions. You agree, where reasonable, to complete any reports or surveys we will send to you in the next five (5) years. You agree to provide, where reasonable, all necessary non-confidential and non-commercially sensitive information we ask you to provide to fulfil our obligations to the AHRC in the next five (5) years.

If you do not complete the reports or surveys or do not provide us with the information we reasonably request, any Collaborator and/or we may decide that that you cannot apply for any further funding in the future.

We may generate case studies to promote the technologies and systems being developed and demonstrated through this funding. We will prepare the case study with you and consult with you before publishing the case study.

- 22.2 We or any independent evaluator appointed by us, may contact individuals to gather data through primary data collection methods for evaluating the impact of your project and of our

programmes. You must provide the requested data within twenty (20) days. We will consult with you if publication of the data collected or the results of the evaluation will identify you or your business.

Project Impact data will be required in line with the competition brief for evaluation and reporting. This will guide our decision-making process on the use of public resources and enable effective monitoring of progress towards delivering our mission.

The data can include, but is not limited to, information needed for benefit, realisation and evaluation relating to your project, your organisation and subgrant funded activities. This is throughout the duration of the funded project and for the post project closure period in line with the competition brief.

22.3 We handle personal data in accordance with current UK data protection legislation. Further information can be found in our privacy notice for the MusicFutures project.

23. UK STATUTORY FRAMEWORK

23.1 The AHRC, each Collaborator and we are required to comply with all legislation in England and Wales.

23.2 You must also comply with all legislation (including in the devolved administrations) where they apply to you and to act in a way that does not affect our ability to comply.

23.3 We particularly draw to your attention:

- the [Bribery Act 2010](#),
- the [Data Protection Act 2018](#) and [UK General Data Protection Regulation \(GDPR\)](#),
- the [Fraud Act 2006](#),
- the [Health and Safety at Work Act 1974](#),
- the [Equality Act 2010](#),
- the [Modern Slavery Act 2015](#), and
- the [Procurement Regulations 2015](#).

23.4 Where project activities require an Environmental Permit ([England](#) and [Wales](#)), Integrated [Pollution Prevention and Control](#) ([Scotland](#) and [Northern Ireland](#)) Permit or Waste Management Licence ([Scotland](#) and [Northern Ireland](#)) or are required to meet the [Waste Battery and Accumulator Regulations](#) (UK) regulations, projects will be required to provide proof of compliance to our satisfaction to enable an application to be successful.

This may include (but is not restricted to) a valid permit, licence, approved battery treatment operator (ABTO) status details or indeed an agreed regulatory position statement or definition of waste opinion by either the [Environment Agency](#), [Natural Resources Wales](#), the [Scottish Environmental Protection Agency](#) or [Northern Ireland Environment Agency](#).

23.5 Further information can be found here:

- Check if you need [an environmental permit - GOV.UK](#)
- Environmental management: Environmental permits - [detailed information - GOV.UK](#)
- Get an opinion from the [definition of waste service - GOV.UK](#)

24. HUMAN RIGHTS, SAFEGUARDING AND WHISTLEBLOWING

24.1 You must at all times (and make all efforts to make sure your staff also) comply with the provisions of the [Human Rights Act 1998](#) in the performance of this agreement as if you were a public body (as defined in the Human Rights Act 1998).

24.2 To prevent exploitation, abuse or harm from occurring, all relevant safeguarding legislation must be followed. We particularly draw your attention to child protection legislation and the [Modern Slavery Act 2015](#).

You must have appropriate policies and processes in place in order to foster Safeguarding and to adhere to [UKRI's Preventing Harm \(Safeguarding\) in Research and Innovation policy](#).

24.3 You shall undertake, or avoid undertaking, such acts as we request so as to enable the funder to comply with its obligations under the [Human Rights Act 1998](#).

24.4 You should take account of good practice recommended by the [National Audit Office Assessment Criteria for Whistleblowing policies](#).

25. WAIVER

25.1 No failure or delay by the AHRC, a Collaborator or us to exercise any right or remedy under these Terms and Conditions shall be understood as a waiver of any right or remedy in these terms and conditions.

26. JOINT AND SEVERAL LIABILITY

26.1 Where you are not a company or an incorporated entity with a distinct legal personality of its own, the individuals who enter into, and sign these Terms and Conditions on your behalf, shall be jointly and severally liable for the recipient's obligations and liabilities arising under these Terms and Conditions.

27. STATUS

27.1 If any provision of these terms and conditions is found by a court or other legitimate body to be illegal, invalid or unreasonable, it will not affect the remaining terms and conditions which will continue in force.

28. ENTIRE AGREEMENT

28.1 This agreement constitutes the whole agreement between you and us and supersedes all previous agreements between us relating to the project.

In the event of any conflict between these Terms and Conditions and any summary of them provided to you by us, these Terms and Conditions shall prevail. 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.

29. THIRD PARTY RIGHTS

29.1 With the exception of rights of the AHRC, each Collaborator and any Potential Licensee defined in clause 19.6 as specifically set out in this agreement, no one who is not a party to this agreement is intended to or may benefit from its terms because of the Contracts (Rights of Third Parties) Act 1999.

Schedule 1

The MusicFutures project and branding guidelines

Overview of MusicFutures:

MusicFutures is a five-year UKRI Creative Cluster led by the University of Liverpool, in partnership with Liverpool John Moores University, and core sector partners ACC Liverpool and Adlib. Based at ACC Liverpool's waterfront campus, MusicFutures is dedicated to transforming the Liverpool City Region into the UK's leading hub for music research, development, and innovation.

With a mission to drive breakthroughs in technology, sustainability, and creativity, MusicFutures brings together a dynamic network of over 1,500 regional music businesses, alongside Liverpool City Council, the Liverpool City Region Combined Authority, and nearly 30 regional and national organisations – including UK Music, LIVE, and the UKIPO. By connecting artists, entrepreneurs, and researchers, MusicFutures is shaping a more equitable, sustainable, and globally competitive future for the UK music industry.

Branding guidelines:

Branding guidelines link will be provided on instruction and request.

We will provide you with more specific advice about logos you need to use and how you should use the logos when you contact us as set out in clause **18.2**.

Schedule 2

Credits

1. You shall ensure that the following credits will be included in all outputs wherever the project or part thereof is shown, exhibited or distributed through physical on-site experiences, exhibitions, publications, digital channels or platforms.
2. The following credits are to be included:
Funded by MusicFutures.
3. You shall ensure that the credit described in section 2 above shall be included in all digital and print marketing, promotional and publicity materials in any medium produced by or on behalf of you in connection with the project during the Project Term.
4. You shall use the approved AHRC logo, Collaborator's logo and our logo as set out in the branding guidelines in Schedule 1 (The MusicFutures project and branding guidelines) or as we advise you to do, prominently as much as possible.
5. You agree to comply with and follow the brand guidelines as set out in the branding guidelines in Schedule 1 (The MusicFutures project and branding guidelines) or as we request you to do so, including the appropriate use of the UKRI logo.
6. You agree to credit MusicFutures and the project origins in the event of any awards you receive.

Schedule 3

Acknowledgements

1. You agree to acknowledge the role of MusicFutures in funding the project by including, wherever reasonably practicable on any digital or print marketing collateral in any medium created by or under your control that relates to the project.
2. Notwithstanding your own marks, you agree that where any other funder or partner is also required to be acknowledged, the AHRC and MusicFutures shall have parity of place on any designs, including ordering of logos in print, linear or interactive media, relative to the amount of funding.
3. Where in this Agreement either party is required to credit the other, the party giving the credit will not be liable for any casual or inadvertent failure to give the applicable credit, provided that it uses best endeavours to correct (or procure the correction of) such failure following receipt of notice of such error or omission from the other party.
4. MusicFutures shall have the right at any time during the Project Term on reasonable notice to photograph, film and/or make audio recordings of elements of the project and to use the same, including after the expiry or termination of this Agreement (i) to market the project, the AHRC or the MusicFutures project, (ii) for non-commercial archival and legacy purposes, (iii) in presentations to and communications with stakeholders and others in relation to the Project, (iv) for wider domestic and international promotional activity, (v) in connection with the monitoring and evaluation of the project or the MusicFutures project more widely.
5. You shall, co-operate with reasonable requests from MusicFutures to undertake a reasonable amount of press, promotional activity and publicity services (such as giving media interviews, writing blogs, speaking engagements, contributing to digital forums, attending stakeholder events and participating in podcasts) relating to the project and/or the MusicFutures project more widely, subject to any prior professional commitments.
6. You shall acknowledge the access to MusicFutures facilities and support in your communications.

Schedule 4

EU State aid law

1. The provisions of this Schedule 4 only apply where the subgrant funding awarded falls within the scope of clause **16.1** and has been assessed against Article 10 of the [Windsor Framework](#).
2. Unless otherwise stated in the SGAL, we make the award consistent with the General Block Exemption Regulation (GBER) 2014 and subsequent amendments.

You must make sure that you are always compliant with the State aid rules under which you have been awarded. Further information about the state aid rules can be found at <https://www.economy-ni.gov.uk/articles/state-aid-rules-regulations-and-guidance>.
3. You must inform us of any other public funding applied for or awarded against the eligible costs covered by this award of subgrant. It is your responsibility to ensure that the cumulative total of public funding and aid intensity you are receiving for the project does not exceed those limits stated in GBER.
4. You must ensure you comply with state aid rules, which are those rules contained in articles 107 to 109 of section 2, title VII, of the common rules on competition, taxation and approximation of laws, consolidated versions of the treaty on European Union and the treaty on the functioning of the European Union (2008/C 115/01).
5. We will immediately stop the subgrant payments to any of your projects if you become subject to a recovery order that follows on from a previous European Commission decision, which declares any aid you have received as illegal and incompatible with the internal market.
6. Where you are required by an order of the European Commission to repay any subgrant to us that is found to be unlawful state aid, you will be charged interest on the amount being reclaimed from the date of payment at the applicable legislated rate.
7. No subcontract or other agreement with a third party can be made which would constitute a breach of your obligations under the state aid rules.
8. You acknowledge that we may be required to provide the European Commission with information about the financial assistance given to you by us and you agree to provide such assistance as we shall reasonably request.