

## PPP SUPPORTED PROJECTS

### SUMMARY OF KEY TERMS

Thank you for your interest in the funding being offered by the CoSTAR Network.

The CoSTAR Network is a national Research and Innovation infrastructure currently comprising: the CoSTAR National Lab led by Royal Holloway and Bedford New College, the CoSTAR Screen Lab led by the University of Ulster, the CoSTAR Realtime Lab led by Abertay University, the CoSTAR Live Lab led by the University of York, and the CoSTAR Foresight Lab led by Goldsmiths, University of London as shown in Schedule 1 (The CoSTAR Network and branding guidelines).

The CoSTAR Network has been initiated with core funding from the UKRI Infrastructure Fund via the Arts and Humanities Research Council to provide R&D facilities and infrastructure to support innovation in the UK Creative Technology, Screen and Performance sectors. Each CoSTAR Lab is delivered by a lead university in partnership with research and industry partners (each a **Partner**). For the avoidance of doubt, i) any Partner who is a university (including the National Film and Television School) is referred to as an academic Partner, and ii) any Partner who is a company or other organisation is referred to as a non-academic Partner.

If you are successful, you will receive your funding via Royal Holloway and Bedford New College (**RHUL**) and be supported by the lead of your CoSTAR Lab (i.e. Royal Holloway and Bedford New College, the University of Ulster, Abertay University, or the University of York) who will jointly define the scope of your project with you, provide you with a key contact for your project, and give you access to their facilities during your project.

**The below is an extract summarising the key provisions of the PPP Supported Project Terms that would be applicable to organisations applying for this funding and should be read in conjunction with the full PPP Supported Project Terms.**

Key term	Summary
Subsidy	<ul style="list-style-type: none"><li>• The funding RHUL makes available and the in-kind contribution your CoSTAR Lab offers to you is a grant and a subsidy that RHUL and your CoSTAR Lab award on behalf of the Arts and Humanities Research Council under the "Research, Development and Innovation Streamlined Subsidy Scheme" which was designed to be compliant with the Subsidy Control Act 2022.</li><li>• Please refer to the "Subsidy guidance for PPP applicants" document to see what percentage of its project cost a medium-sized company or a small company can claim for an "Experimental Development" project or an "Industrial Research" project.</li><li>• If there is "effective collaboration" between you and your CoSTAR Lab because i) your CoSTAR Lab will define the scope of your project with you, and ii) the lead of your CoSTAR Lab will have the right to publish any Result where the lead of your CoSTAR Lab, any Partner or RHUL contributed to the creation of the Result, the grant may cover an additional 15% of your project costs.</li></ul>
Payment of the funding	<ul style="list-style-type: none"><li>• RHUL will only reimburse the types of project costs that meet the eligibility criteria set out in our project costs guidance.</li><li>• A project's costs must be approved by the lead of your CoSTAR Lab and RHUL before the project can begin.</li><li>• There will normally be three milestones for payment: (i) <b>45%</b> of the maximum cash grant shortly after you have started the project; (ii) <b>45%</b> of the maximum cash grant after you have completed the first review; and (iii) <b>10%</b> of the maximum cash grant upon completion of the project.</li><li>• You would submit claims for payment in accordance with these milestones. RHUL will normally pay the funding within 30 days unless the lead of your CoSTAR Lab or RHUL need further information to support the claim.</li></ul>

	<ul style="list-style-type: none"> <li>• RHUL will not make any payments due for any claims or the final 10% retained value if the following are received later than ninety (90) days after project completion date: (i) a final claim; (ii) supporting claim evidence information; or (iii) the final project report.</li> </ul>
Your obligations	<p>As a successful applicant there would be certain obligations and warranties that you would need to comply with, including:</p> <ul style="list-style-type: none"> <li>• declaring any other subsidies you have received for this project or activity,</li> <li>• providing a clear project plan,</li> <li>• attending the compulsory Equality, Diversity and Inclusion training and the compulsory Sustainability training provided,</li> <li>• co-operating with our requests for information (including with respect to statutory and management accounts),</li> <li>• informing the lead of your CoSTAR Lab and RHUL of any material changes or issues that might impact the project,</li> <li>• meeting with the lead of your CoSTAR Lab and RHUL on a quarterly (or other agreed period) to review your report of the project's progress,</li> <li>• demonstrating satisfactory evidence of project delivery in the following aspects: (i) technical assurance; (ii) financial assurance; (iii) project management assurance.</li> </ul>
Changes to the project	<p>While the lead of your CoSTAR Lab and RHUL do not accept any pre-start amendments to the project, you can submit project change requests within the project start and end dates.</p>
Subcontracting	<ul style="list-style-type: none"> <li>• You may use up to 50% of the funding to pay freelancer(s) / subcontractor(s) if you mentioned that you would use freelancer(s) / subcontractor(s) and provided the details of each freelancer in your application.</li> <li>• If you want to use more than 50% of the funding to pay freelancer(s) / subcontractor(s) or if did you mention that you would use freelancer(s) / subcontractor(s) or provide their details in your application, you would only be able to subcontract your work on the project if this is agreed with the lead of your CoSTAR Lab and RHUL in advance.</li> <li>• If you use freelancer(s) / subcontractor(s), the lead of your CoSTAR Lab and RHUL reserve the right to request further information and conduct further checks.</li> </ul>
Background	<ul style="list-style-type: none"> <li>• The lead of your CoSTAR Lab, a Partner or RHUL may provide information, data, techniques, know-how, algorithms, inventions, discoveries, software and/or other materials to you ("<b>Background</b>").</li> <li>• You can only use the Background for the project.</li> <li>• You will require a separate commercial licence if you intend to use the Background after the end of the project and/or for commercial purposes, for example if you need to use any Background to exploit the project results.</li> </ul>
Results	<ul style="list-style-type: none"> <li>• Any information, data, techniques, know-how, algorithms, images, inventions, discoveries, software and other materials developed during or as a result of the project ("<b>Results</b>") are <b>owned by you</b>.</li> <li>• The owner of any Background will own any improvements to the Background which the owner of the Background creates as a result of feedback provided by you to the owner's Background.</li> <li>• You are responsible for ensuring that you have the necessary rights to use or access any information, data, techniques, know-how, algorithms, inventions, discoveries, software and/or other materials owned by a third party needed to carry out the project.</li> </ul>

Publication	<ul style="list-style-type: none"> <li>The lead of your CoSTAR Lab has the right to publish any Result where the lead of your CoSTAR Lab, any Partner or RHUL contributed to the creation of the Result in a peer reviewed research article, monograph, book chapter or edited collection.</li> </ul>
Exploitation	<ul style="list-style-type: none"> <li>At the start of the project, you will need to prepare an exploitation plan which the lead of your CoSTAR Lab and RHUL will review.</li> <li>For a period of <b>five years</b> after the project, the lead of your CoSTAR Lab and RHUL expect you to take reasonable steps to exploit the results of the project in the UK.</li> </ul>
Engagement with cohort activities	<ul style="list-style-type: none"> <li>The lead of your CoSTAR Lab and RHUL may bring together (physically or virtually) all parties supported by CoSTAR, to network, share learning and demonstrate the impact of the funding.</li> <li>At the AHRC's, any academic Partner's, the lead of your CoSTAR Lab's or RHUL's request, you would be expected to participate in these activities as part of the funded cohort, for the duration of the project and for three months afterwards.</li> </ul>
Organisation ownership	If ownership of your organisation changes during the course of the project, we would have the right to suspend or terminate the funding.
Term	<ul style="list-style-type: none"> <li>Your PPP award letter and the PPP Supported Project Terms will start on the project start date and will last for six years from the project end date.</li> <li>You would need to start the project within 90 days of the date of your PPP award letter, and it is expected that you complete the project within one year or the time frame set out in your application.</li> <li>You will need to continue respond to our requests for information and participating in engagement activities for six years from the project start date.</li> </ul>
Termination	<ul style="list-style-type: none"> <li>RHUL may suspend, terminate or reclaim the funding in whole or in part. RHUL will take appropriate care in how they do this, but they can immediately suspend payments.</li> <li>Examples of events that may result in RHUL suspending payments and/or terminating the funding include: <ul style="list-style-type: none"> <li>Failure to declare any other subsidies you have received for this project or activity,</li> <li>Misuse of the funding,</li> <li>False statements in your application or project documentation,</li> <li>Failure to maintain satisfactory progress,</li> <li>Non-compliance with the PPP Supported Project Terms and any applicable laws and policies,</li> <li>An insolvency event,</li> <li>Significant changes to the proposed outcomes of the project.</li> </ul> </li> </ul>
Third party rights	Even though only you and RHUL will sign the award letter, the lead of your CoSTAR Lab and any Partner who provides Background to you may also have legal rights under the agreement. This means that they can step in and enforce specific sections of the agreement.
Indemnity	You would compensate the lead of your CoSTAR Lab, any academic Partner and RHUL for any claims and other losses incurred by them as a result of your use of your CoSTAR Lab's facility, your infringement of third-party rights, your sale of a product or service, or your breach of any subsidy control regulation.
Liability	The lead of your CoSTAR Lab's liability to you is capped at £10,000. The academic Partners and RHUL do not have any liability to you. Your liability to the academic Partners, the lead of your CoSTAR Lab and RHUL is capped at

	the higher of £10,000 or the total amount of the funding awarded to you plus the value of the in-kind contribution your CoSTAR Lab offers to you.
Dispute resolution	Only if you, the lead of your CoSTAR Lab, RHUL and/or any Partner cannot agree the terms of the commercial licence for any Background the President of the Licensing Executives Society of Britain and Ireland will nominate a person to act as umpire.
Governing law	English law.