



Satellite Applications Catapult
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Fermi Avenue
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Didcot
Oxfordshire
OX11 0QR

[Authority's contact name and details]

[Recipient's name] (Recipient)

[Recipient's address]

[Date]

Attention: [Insert name of contact]

Dear [Greeting],

Space Placements in Industry (SPIN) Programme for 2024– Grant Funding Letter

You submitted the application in Annex 1

(Grant Application) to this letter in response to invitation to apply for the SPIN Programme for 2024, funded by UK Space Agency. After consideration of your application, Catapult Satellite Applications (the **Authority**) is pleased to offer you a Grant for the performance of the Funded Activities up to the Maximum Sum, subject to your agreement to, and compliance with, the details set out in this Grant Funding Letter, the SPIN Terms and Conditions attached and its Annexes.

Overview of the Grant

The key elements of the Grant are described in the table below:

Funded Activities	<p>Space Placements in Industry (SPIN) Programme for 2024 - The provision of meaningful, paid, work placement opportunities for Higher Education students across the space sector, giving opportunities to students from across the UK to get involved in real projects, and to connect organisations to the most enthusiastic new talent.</p> <p>A more detailed description of the Funded Activities and requirements of the Programme is set out in ANNEX 2 (Funded Activities).</p>	
Maximum amount of Grant	<p>£[xxxx.00]</p> <p>(= Total amount of Grant indicated on SPIN Funding Application. Application for final payment on confirmation by Recipient of the Outcomes and Reporting as detailed below)</p>	
Funding Period (date of duration of the Internship the end date must, except with specific written authorisation from the Grant Manager, be no later than 31 August 2024)	<p>The period from [Insert start date] to [Insert end date]</p>	
Outcomes	<p>Successful completion of the Internship(s) including preparation of the poster as further detailed in the Terms and Conditions</p>	
Reporting	<p>Main reporting is the submission by the Recipient of the Final Report as detailed in ANNEX 3 (Outcomes and Payment)</p>	
Internship Representative	<p>[Insert name, title and contact details (phone and email) of Recipient's Internship Representative]</p>	
Grant Manager	<p>[Insert name, title and contact details (phone and email) of the Authority's Grant Manager]</p> <p>The Authority's 'Skills Lead' [details to follow]</p>	
Escalation Contacts	Authority	Recipient (senior officer)
	<p>Kathie Bowden, Skills Manager – National Capabilities and Clusters,</p> <p>Kathie.bowden@sa.catapult.Org.uk</p> <p>07501557424</p>	<p>[Insert name, title and contact details (phone and email) of Recipient's Escalation Contact]</p>

SUBSIDY

Please note, this paragraph constitutes a 'minimal financial assistance notification' under s.37(2) of the Subsidy Control Act 2022.

The Grant is awarded to You as Minimal Financial Assistance in accordance with Section 36 of Subsidy Control Act 2022 which enables You to receive up to a maximum level of subsidy within the elapsed part of the current financial year and the two preceding financial years. The amount of the Grant is £[XXX] and is subject to the conditions in Annex 4 and conditional on receipt by Us of the declaration form in that Annex.

On receipt of the declaration form and provided it is within the Minimal Financial Assistance conditions as set out in Annex 4, we will subsequently provide you in a separate document with a Minimal Financial Assistance confirmation (clause 37 (5) of the Subsidy Control Act) that a) the subsidy has been given by way of Minimal Financial assistance, b) the date by which it will be given and c) the gross value of the assistance. You must keep this confirmation for your own records to deal with any future subsidy control matters. If it is above the threshold, we will unfortunately have to cancel this grant funding offer which we will also notify you of in writing.

NOTES

Any reference in this letter to "you" or "your" means the Recipient and any capitalised terms have the meanings given in the SPIN Terms and Conditions attached.

No changes to the SPIN Terms and Conditions attached will be agreed which are materially the same as those presented to potential applicants in the original invitation to apply for SPIN grant funding unless otherwise indicated). Any suggested changes will be considered for subsequent year invitation rounds.

This letter should be counter signed in acceptance of the Offer by the Recipient not later than [XXXX]] after which date the Grant Funding Offer will expire and the Authority shall not be under any obligation after this date to proceed or to reinstate the offer.

Yours sincerely

_____ for and on behalf of the Authority

Name of Authority signatory:

I confirm the agreement of **[Recipient name]** to the details of this Grant Funding Letter, the Terms and Conditions attached and its Annexes.

Signature:

Name:

Position:

Date:

SPIN TERMS AND CONDITIONS

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1. **DEFINITIONS AND INTERPRETATION**

1.1 Where they appear in this Grant Agreement:

Background IPRs means any and all IPRs that subsist in IPR Materials and other items which are:

- (a) owned by or licensed to a Party prior to the Commencement Date; or
- (b) developed by or on behalf of a Party during the Funding Period but not in connection with the Funded Activities;

Bribery Act means 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 this legislation;

Commencement Date means the date on which the Grant Agreement comes into effect, which shall be the date that the Recipient signs this Grant Agreement.

Confidential Information means any information (however conveyed, recorded or preserved) disclosed by a Party or its personnel to another Party (and/or that Party's personnel) whether before or after the date of the Grant Agreement, including:

- (a) any information that ought reasonably to be considered to be confidential (whether or not it is so marked) relating to:
 - (i) the business, affairs, customers, clients, suppliers or plans of the disclosing Party; and
 - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party;
- (c) any information developed by the Parties in the course of delivering the Funded Activities;
- (d) the Authority Personal Data; and
- (e) any information derived from any of the above,

but not including:

- (f) information which:
 - (i) was public knowledge at the time of disclosure (otherwise than by breach of paragraph **CONFIDENTIALITY** of this Grant Agreement);
 - (ii) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
 - (iii) is received from a Third Party (who lawfully acquired it) without restriction as to its disclosure; or
 - (iv) is independently developed without access to the Confidential Information; and
- (g) the content of the Grant Agreement, save in respect of any information which is
- (h) **Data Protection Legislation** means (i) the UK GDPR, (ii) the Data Protection Act 2018 to the extent that it relates to the processing of Personal Data and privacy, (iii) all applicable Law relating to the processing of Personal Data and privacy; and (iv) (to the extent that it applies) the EU GDPR;

;

EIR means the Environmental Information Regulations 2004;

Eligible Expenditure means the payments made by the Recipient during the Funding Period for the purposes of delivering the Funded Activities in accordance with paragraph 5

Escalation Contact means the escalation contact appointed by the Authority or the Recipient (as the case may be), which at the Commencement Date shall be the individuals listed as such in the Grant Funding Letter;

Event of Default means any of the events or circumstances set out in paragraph **Error! Reference source not found.**;

Financial Year means from 1 April to 31 March;

FOIA means the Freedom of Information Act 2000 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;

Funded Activities means the activities described in the Grant Funding Letter and in ANNEX 2

(Funded Activities);

Funding Period means the period for which the Grant is awarded as set out in the Grant Funding Letter;

Grant means the sum or sums the Authority will pay to the Recipient up to the amount set out in the Grant Funding Letter, in accordance with paragraph **PAYMENT OF GRANT** of this SPIN Terms and Conditions and subject to the provisions set out at paragraph 16 (Default Rights and Termination).

Grant Agreement has the meaning given in the Grant Funding Letter;

Grant Claim means a request submitted by the Recipient to the Authority for payment of the Grant;

Grant Funding Letter means the letter from the Authority to the Recipient to which this document is annexed;

Grant Manager means the individual who has been nominated by the Authority to be the day-to-day point of contact for the Recipient in relation to the Grant;

Ineligible Expenditure means expenditure incurred by the Recipient which is not Eligible Expenditure as set out in paragraph **ELIGIBLE AND INELIGIBLE EXPENDITURE** of this SPIN Terms and Conditions;

Information Acts means the Data Protection Legislation, FOIA and the EIR, as amended from time to time;

Intellectual Property Rights or **IPRs** means copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions semiconductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and any modifications, amendments, updates and new releases of the same and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Intern or SPintern means the intern selected and employed to carry out a specified project as further detailed in the Funding Activities and **Internship** means the arrangements of this engagement.

IPR Material means all material produced by the Recipient or its Representatives during the Funding Period (including but not limited to, materials expressed in any form of report, database, design, document, technology, information, know how, system or process);

Law means any applicable law, statute, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by the European Union (Withdrawal Agreement) Act 2020, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation;

Losses means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise;

Maximum Sum means the maximum amount of the Grant stated in the Grant Funding Letter;

Party means the Authority or Recipient and **Parties** shall be each Party together;

Internship Representative means the representative appointed by the Recipient, which at the Commencement Date shall be the individual listed as such in the Grant Funding Letter;

Publication means any announcement, comment or publication of any publicity material by the Recipient concerning the Funded Activities or the Authority;

Representative means any of the Parties' duly authorised directors, employees, officers, agents, professional advisors and consultants;

Subsidy Control means the Subsidy Control Act 2022 which implements a domestic subsidy control regime in the United Kingdom;

UK General Data Protection Regulation and **UK GDPR** mean Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019

Unspent Monies means any monies paid to the Recipient in advance of its Eligible Expenditure, which remains unspent and uncommitted at the end of the Financial Year or the Funding Period (as the case may be), or because of termination or breach of this Grant Agreement;

VAT means value added tax chargeable in the UK; and

Working Day means any day other than a Saturday, Sunday or public holiday in England and Wales.

2. **DURATION AND PURPOSE OF THE GRANT**

2.1 This Grant Agreement will subsist for the duration of the Funding Period as indicated in the Grant Funding Letter unless terminated earlier in accordance with its terms. All outputs as indicated including invoicing must be completed within the Funding Period.

2.2 The Recipient shall use the Grant solely for the delivery of the Funded Activities. The Recipient may not make any changes to the Funded Activities.

2.3 The Authority may make necessary changes to the Funded Activities by providing reasonable written notice to the Recipient.

2.4 The Recipient shall deliver the Funded activities in accordance with the following documents:

2.4.1 the Grant Funding Letter

2.4.2 these SPIN Terms and Conditions

2.4.3 the Outcomes and Payments (Annex 3)

2.4.4 the Funded Activities (Annex 2)

2.4.5. the Grant Application (Annex 1) Where any conflict arises in the interpretation of the documents listed in this paragraph 2.5, the documents shall take precedence in the order listed.

3. **PAYMENT OF GRANT**

3.1 Subject to the remainder of this paragraph **PAYMENT OF GRANT** the Authority shall pay the Grant to the Recipient:

3.1.1 up to the maximum amount stated in the Grant Funding Letter;

- 3.1.2 in pound sterling (GBP) and into a bank located in the UK the Authority may choose to do so at its sole discretion (in which case the Grant amount will be for the sum agreed in GBP as at the Commencement Date);
- 3.1.3 in respect of Eligible Expenditure only and
- 3.1.4 subject to the conflict of interest statement and declaration submitted in the Grant Application Form (Annex 1)

3.2 The Recipient will provide the Authority with such evidence as it may reasonably require (including receipts, invoices and other documentary evidence) that Grant Claims relate to costs which constitute Eligible Expenditure.

4. **GRANT CLAIM PROCEDURE**

4.1 The Recipient shall claim and the Authority shall pay the Grant funding in accordance with the provisions of ANNEX 3(Outcomes and Payments)

4.2 The Authority reserves the right to delay or not pay any Grant Claims not submitted within the period set out in the Grant Funding Letter and/or which are incomplete, incorrect or submitted without the full supporting documentation (including such documentation as may be reasonably requested by the Authority).

4.3 The Recipient shall not retain any Unspent Monies (if any should exist) without the Authority's prior written consent. If at the end of any Financial Year there are Unspent Monies, the Recipient shall repay such Unspent Monies to the Authority no later than 30 days following the Authority's request for repayment.

5. **ELIGIBLE AND INELIGIBLE EXPENDITURE**

5.1 The Authority will only pay the Grant in respect of Eligible Expenditure incurred by the Recipient to deliver the Funded Activities and the Recipient will use the Grant solely for delivery of the Funded Activities.

5.2 Eligible Expenditure relates to the direct employment costs of Interns and specifically does not include payments for any Recipient overheads relating to administration or premises related costs. [conflicts of interest/favouritism]

6. **MONITORING AND REPORTING**

6.1 The Recipient shall closely monitor the delivery and success of the Funded Activity throughout the Funding Period and shall notify the Authority as soon as reasonably practicable of any actual or potential failure to comply with any of its obligations under this Grant Agreement.

6.2 The Recipient shall provide the Authority with:

- 6.2.1 a report on performance on completion of the Internship as detailed in ANNEX 3 (Outcomes and Payments)

- 6.2.2 any assistance and information reasonably requested by the Authority to establish whether the Recipient has used the Grant in accordance with the Grant Agreement.

6.3 The Recipient shall comply with the reasonable requests of the Authority related to the performance of this Grant Agreement generally and in respect of the Authorities obligations to the UK Space Agency. The Recipient shall also facilitate on request and with reasonable notice to meet (either in person or remotely) the employed Intern as well as with any personnel involved in the performance of the Funded Activities.

The Recipient shall promptly respond and provide without charge any information, documentation, and explanations reasonably requested by the Authority for the purpose of meeting any requests or requirements of UK Space Authority.

7. PREVENTION OF BRIBERY AND OTHER FINANCIAL IRREGULARITY

7.1 The Recipient will:

7.1.9 at all times comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act;

7.1.10 notify the Authority of all actual or suspected cases of fraud, theft or financial irregularity relating to the Funded Activities as soon as they are identified and keep the Authority informed in relation to its remedial actions thereafter.

8. CONFIDENTIALITY

8.1 Except to the extent set out in this paragraph 8 or where disclosure is expressly permitted, each Party respectively (the Receiving Party) shall treat all Confidential Information belonging to the other party (the Disclosing Party) as confidential and shall not disclose any Confidential Information belonging to the Disclosing Party to any other person without the prior written consent of the Disclosing Party, except to such persons who are directly involved in the provision of the Funded Activities and who need to know the information to support the delivery of Grant Funded activity.

8.2 The Recipient gives its consent for the Authority to publish the Grant Agreement in any medium in its entirety (but with any information which is Confidential Information belonging to the Authority or the Recipient redacted), including from time to time agreed changes to the Grant Agreement.

8.3 Nothing in this paragraph 8 shall prevent the Authority disclosing any Confidential Information obtained from the Recipient:

8.3.1 to any government department, consultant, contractor or other person engaged by the Authority, provided that the Authority only discloses information which is necessary for the purpose concerned and obtains appropriate confidentiality undertakings in relation to such information; and/or

8.3.2 where disclosure is required by Law, including under the Information Acts.

8.4 Nothing in this paragraph 8 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of its obligations under the Grant Agreement in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.

9. STATUTORY DUTIES

9.1 As the Recipient is required under the Funded Activities to employ the engaged Interns, it shall do so strictly in compliance with all employment legislation, including but not limited to the Employment Rights Act 1996, all regulations and statutory guidance related to employment.

9.2 The Recipient agrees to take account of and adhere to its obligations under the Law, including health and safety laws, the Information Acts and the Human Rights Act 1998.

9.3 The Recipient hereby acknowledges that the Authority is subject to requirements under the Information Acts. Where requested by the Authority, the Recipient will provide reasonable assistance and cooperation to the Authority to assist the Authority's compliance with its information disclosure obligations.

10. DATA PROTECTION

10.1 In this clause, the terms controller, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures have the meaning given to them in the Data Protection Legislation.

- 10.2 This clause sets out the framework for the sharing of personal data between the parties as controllers. The Authority may use personal data that the Recipient shares about its Representatives, business partners and Interns as may be necessary to administer the Grant and exercise its rights under this Grant Agreement. The Recipient may use personal data that the Authority shares about its Representatives to manage the Grant and its relationship with the Authority. The personal data to be shared by one party with the other party under this **Error! Bookmark not defined.****Error! Reference source not found.** is the **Shared Personal Data**. The permitted uses of Shared Personal Data set out in this **Error! Bookmark not defined.**¹⁰ are the **Agreed Purposes**.
- 10.3 Each party will comply with all applicable requirements of Data Protection Legislation that arise in connection with the operation of this agreement. In particular, each party will:
- 10.3.1 ensure that it has all necessary notices and consents and lawful bases in place to enable the lawful transfer of Shared Personal Data to the other party for the Agreed Purposes;
 - 10.3.2 ensure that it only shares personal data with the other party to the extent required in connection with the Grant;
 - 10.3.3 process the other party's Shared Personal Data only for the Agreed Purposes; and
 - 10.3.4 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Shared Personal Data received from the other party and against accidental loss or destruction of, or damage to, that personal data.
 - 10.3.5 Each party will assist the other in complying with all applicable requirements of the Data Protection Legislation in relation to the Shared Personal Data. In particular, each party will:
 - 10.3.6 provide the other party with reasonable assistance in complying with any request from a data subject to exercise any of their rights under Data Protection Legislation in relation to Shared Personal Data (**data subject rights request**);
 - 10.3.7 promptly inform the other party about the receipt of any data subject rights request where the request is directed to the other party or relates to its processing of personal data and forward the request to the other party;
 - 10.3.8 provide the other party with reasonable assistance in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, data protection impact assessments and consultations with the Information Commissioner or other regulators;
 - 10.3.9 notify the other party promptly and in any event within 24 hours, on becoming aware of any personal data breach relating to Shared Personal Data provided by the other party and do all things reasonably necessary to restore security and assist the other party in mitigating the effects of the personal data breach and informing regulators and data subjects; and
 - 10.3.10 not retain or process the other party's Shared Personal Data for longer than is necessary to perform this agreement, unless otherwise required by Applicable Law.

11. **SUBSIDY CONTROL**

- 11.1 The Recipient will ensure that delivery of the Funded Activities does not put the Authority in breach of the UK's domestic obligations under the Subsidy Control Act or its international obligations in respect of subsidies.

- 11.2 The Recipient will maintain appropriate records of compliance with the relevant subsidy control regime and will take all reasonable steps to assist the Authority to comply with the same and respond to any proceedings or investigation(s) into the Funded Activities by any relevant court or tribunal of relevant jurisdiction or regulatory body.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1 All rights (including Intellectual Property Rights) and title in and to any Background IPRs will remain the property of the relevant Party (or its licensors).
- 12.2 All rights (including Intellectual Property Rights) and title in and to any IPR Material will vest in the Recipient (or its licensors).
- 12.3 The Recipient grants to the Authority a non-exclusive irrevocable and royalty-free sub-licensable, worldwide licence to use the Poster (as defined in Annex 2) for the purpose of supporting other projects.

13. INSURANCE

The Recipient must put in place and maintain adequate insurance coverage (including public liability insurance) either as a self-insurance arrangement or with an insurer of good repute to cover all insurable claims and liabilities under or in connection with this Grant Agreement. The Recipient will provide evidence of such insurance to the Authority on request.

14. ASSIGNMENT

The Recipient will not transfer, assign, novate or otherwise dispose of the whole or any part of the Grant Agreement or any rights under it, to another organisation or individual, without the Authority's prior approval.

15. PUBLICITY

- 15.1 The Recipient gives consent to the Authority to publicise in the press or any other medium the Grant and details of the Funded Activities using any information gathered from the Recipient's initial Grant application or any monitoring reports submitted to the Authority except for Confidential Information but in all events allowing for publication of the Poster.
- 15.2 The Recipient will comply with all reasonable requests from the Authority to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Authority in its promotional and fundraising activities relating to the Funded Activities.
- 15.3 Any publicity material for the Funded Activities must refer to the programme under which the Grant was awarded and must feature the Authority's logo. If a Third Party wishes to use the Authority's logo, the Recipient must first seek permission from the Authority.
- 15.4 The Recipient will acknowledge the support of the Authority in any materials that refer to the Funded Activities and in any written or spoken public presentations about the Funded Activities. Such acknowledgements (where appropriate or as requested by the Authority) will include the Authority's name and logo (or any future name or logo adopted by the Authority) using the templates provided by the Authority from time to time.
- 15.5 In using the Authority's name and logo, the Recipient will comply with all reasonable branding guidelines issued by the Authority from time to time.

16. DEFAULT, RIGHTS AND TERMINATION

17. Events of Default

- 17.1 The Authority's intention is that the Grant will be paid in full. However, and without prejudice to the Authorities' other rights and remedies, the Authority may exercise its rights under paragraphs 16.2 and 16.3, if the Recipient breaches any of the conditions of this Agreement,

including but not limited to the use of the grant for ineligible expenditure or financial irregularities,, unreasonable delays in progress of the Internship, failure to provide information required under this Agreement or provision of materially inaccurate information, breach of the Code of Conduct or employment responsibilities or any other negligence relating to the Internships.

Rights reserved for the Authority in relation to an Event of Default

- 17.2 Where, the Authority determines that an Event of Default has or may have occurred, the Authority shall where it deems it possible to rectify, give the Recipient an opportunity in writing to rectify the Default within 15 Working Days.
- 17.3 Where the Default has not been rectified by the Recipient to the Authorities satisfaction within the period indicated in paragraph 16.2 the Authority may by written notice to the Recipient take any one or more of the following actions:
- 17.3.1 suspend the payment of Grant for such period as the Authority shall determine; and/or
 - 17.3.2 reduce the Maximum Sum in which case the payment of Grant shall thereafter be made in accordance with the reduction and notified to the Recipient; and/or
 - 17.3.3 cease to make payments of Grant to the Recipient under the Grant Agreement and (in addition) require the Recipient to repay the Authority the whole or any part of the amount of Grant previously paid to the Recipient; and/or
 - 17.3.4 terminate the Grant Agreement.

Consequences of Termination

- 17.4 If the Authority terminates the Grant Agreement in accordance with paragraph terminate the Grant Agreement. the Recipient shall return any Unspent Monies to the Authority within 30 days of the date of the Authority's termination notice, save where the Authority gives written consent to their retention.
- 17.5 In the event of termination or expiry of this Grant Agreement, the Authority will not be liable to pay any of the Recipient's costs or those of any contractor/supplier of the Recipient related to any transfer or termination of employment of any employees engaged in the provision of the Funded Activities.

18. DISPUTE RESOLUTION

- 18.1 The Parties will use all reasonable endeavours to resolve in good faith any dispute that arises during the term of the Grant Agreement.
- 18.2 All disputes and complaints) shall be referred in the first instance to the Grant Manager and the Internship representative.
- 18.3 If the dispute cannot be resolved between the Grant Manager and the Internship Representative within a maximum of 15 Working Days, then the matter will be escalated to a formal meeting between the Parties' Escalation Contacts.

19. LIMITATION OF LIABILITY

- 19.1 The Authority accepts no liability for any consequences or Losses, whether arising directly or indirectly, that may arise in connection with:
- 19.1.1 the Recipient running the Funded Activities;
 - 19.1.2 the use of the Grant by any person;
 - 19.1.3 any reduction, suspension, withdrawal or request for repayment of the Grant; and/or
 - 19.1.4 termination of this Grant Agreement for any reason.

19.2 The Recipient shall indemnify and hold harmless the Authority and its Representatives with respect to all actions, claims, charges, demands, Losses and/or proceedings arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Funded Activities, the non-fulfilment of obligations of the Recipient under this Grant Agreement and/or its obligations to Third Parties.

19.3 Save in respect of any liabilities that cannot be lawfully limited and in respect of any Losses related to the breach of any Law; each Parties liability to the other Party under this Grant Agreement is limited to the value of Grant Funding.

20. VAT

20.1 If VAT is held to chargeable in respect of the Grant Agreement, all payments shall be deemed to be inclusive of all VAT and the Authority shall not be obliged to pay any additional amount by way of VAT.

21. CODE OF CONDUCT FOR RECIPIENTS

21.1 The Recipient agrees to comply with the Code of Conduct for Recipients of Government General Grants available at : https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/754555/2018-11-06_Code_of_Conduct_for_Grant_Recipients.pdf, and ensure that its Representatives undertake their duties in a manner consistent with the principles set out in the Code of Conduct. The Recipient shall promptly notify the Authority if it becomes aware of any actual or suspected breaches of the principles outline in the Code of Conduct.

22. VARIATIONS

22.1 Save in respect of changes made under paragraph The Authority may make necessary changes to the Funded Activities by providing reasonable written notice to the Recipient. or **Error! Reference source not found.**, any variation to this Grant Agreement will only be valid if it is in writing and signed by authorised representatives of both Parties. The Authority reserves the right to require the Recipient to comply with such additional **conditions as the Authority may require in its sole discretion before agreeing to a variation.**

23. NOTICES

23.1 **All notices and other communications in relation to this Grant Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party as stated in the Grant Funding Letter. All notices and other communications must be marked for the attention of the Grant Manager (for the Authority) and the Internship Representative (for the Recipient).**

23.2 If personally delivered or if e-mailed 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.

24. GOVERNING LAW

This Grant Agreement will be governed by and construed in accordance with the law of England and Wales and the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Annex 1

GRANT APPLICATION

[Include a copy of the Recipient's application]

ANNEX 2

FUNDED ACTIVITIES

A. Aims and background to the Grant

The Space Placements in industry (SPIN) scheme brokers placement opportunities for university students considering employment in the space sector and connects them to space sector organisations who not only want to find the most talented and enthusiastic people to ensure the future success of their businesses, but also to ensure a pipeline of space savvy candidates coming out of education. Students are enthusiastic to work in the space sector and are keen to develop new skills.

The scheme is managed by the Satellite Applications Catapult (SAC) and funded by the UK Space Agency (UKSA). It has been running since 2013 and continues to grow in popularity, with demand always outstripping supply.

In 2023, 80 placements were offered. In 2024, more than 120 places will be offered.

Kathie Bowden (SAC Skills Manager) oversees the management of the scheme and will be supported by the SAC Skills Lead.

B. Purpose of the Grant

Through the SAC, the UKSA will make available grants of £3,850 per SPINtern for the programme in 2024 to ensure that all SPINterns are paid at least the National Living Wage with an additional £100 to cover travel to the Showcase Event as they carry out their internship projects as notified in the Recipient's Grant Application which should be vouched by evidence of the purchase of a ticket (noting that this may be at a later date to the payment of the main Grant).

C. Funded Activities – Internships Activity and Conditions

1. Internship Projects

Projects can vary from organisation to organisation, the only proviso is that they must be space related. They may be a piece of research or a small project that would otherwise not be done. It may be working as part of a team, or something more independent. Student applications are welcomed for awarded projects from any discipline and are **not** restricted to technical degrees.

Recipients should oversee guide and support the Intern(s) related to the Grant Application description of the Project and Skills development.

2. Duration

Projects should be for at least 8 weeks. Projects can be longer than this but please note that the grant amount will remain at £3,850 and there is an expectation that SPINterns will be paid at least the National Living Wage for the additional period. This additional cost must be met by the host organisation.

We get a number of enquiries each year from students looking for placements of up to a year, so you are welcome to identify such an option in your application.

As noted in the Offer Letter, the end date should be before the date of the Showcase Event which is the reason that the final date indicated there must not be later than **31 August 2024**. For payment, Output and Invoice as detailed in ANNEX 4 must be submitted to Catapult on or before the Agreement end date (unless other arrangements are exceptionally approved in writing in advance by the Grant Manager).

3. Pay

It is expected that SPINterns will be paid the National Living Wage as a minimum. Any project applications that do not offer the National Living Wage as a minimum will be rejected. Paid placements enable SPINterns to travel to their place of work, or potentially live away from home or university.

It is always appreciated if hosts are able to help their SPINterns secure affordable accommodation as they are likely to be more knowledgeable about the local area than the SPINtern.

4. Start date

The employer and SPINtern should mutually agree a start date. This can be before or after the Induction Day (24 June 2024).

5. Onboarding

Students can be very nervous of expectations as this is often their first experience of real-world employment. Please give them as much information as you can regarding start date, expectations, dress codes and onboarding, as early as you can.

6. Induction event

The Induction Day will be held on 24th June 2024, at the Satellite Applications Catapult, Fermi Ave, Harwell and available as a hybrid event. The event gives an exciting overview of all the activities and opportunities in the UK Space Sector. It is also an opportunity to connect with SPINterns and organisations in the sector. There are also plans to work across the Space Clusters and host regional events for local employers and SPINterns. It is a requirement of the programme that SPINterns attend.

Whilst we would very much like to welcome host supervisors to the Induction Day, there is no requirement for them to attend.

7. Academic poster requirement

It is a requirement of the programme that every SPINtern produces an academic poster describing their project during the placement. The employer should ensure this is completed during their time in their organisation.

The poster should be understandable by someone who is not familiar with the project/company/technical area. Therefore, SPINterns should limit very technical terms as much as possible. Often diagrams and charts are better as explanations than lots of detailed

technical text. Examples from previous years can be found on the SPIN website (<https://sa.catapult.org.uk/spin/#8>)

The poster should include:

- background to the host company
- details of the project
- what the SPINtern has learnt from the project (we would especially like them to note any skills gained, including technical and non-technical skills)
- any acknowledgements they would like to make

The completed poster should be sent electronically to the employer by the SPINtern at the end of the placement, as a pdf. This evidence attached to the Final Report will be required to trigger final grant payment. It should also be printed at A1 size for the Showcase Event.

The poster will be displayed at the Showcase Event (date and venue under discussion). During the Showcase Event SPINterns are also required to give a 2-minute pitch about their project (poster). This supports the needs of employers that their workforce should be able to communicate professionally. It is a fantastic opportunity to really demonstrate what the SPINtern has achieved during their placement and practice the skills they've learnt which are in demand from future employers.

Please note that there is no requirement for SPINterns to write the Final Report of their project, however many employers do involve them in this final piece of work. Other report writing may be a necessary part of the project for use by the host organisation. Submission of the academic poster is however critical to the Final Report Submission, for the SAC to judge the success of the placement and pay the final invoice. It also forms part of the SAC's KPIs for the UKSA.

8. Showcase Event

The SPINtern Showcase is a fantastic way to end the annual SPIN programme, enabling SPINterns and supervisors to meet again after their placement, with SPINterns also able to network with each other. Importantly, the space community learn about the amazing range of projects that SPINterns undertake each year. It may also enable them to meet a future member of their workforce.

On the day, the SPINterns give a 2-minute talk on their placement and there is a display of the posters produced by the SPINterns. There will also be talks from the organisers of the SPIN programme and organisations that hosted SPINterns. The Showcase Event is also open to other space employers to come and see what can be achieved by an intern and possibly find their next recruit!

It is a requirement of the programme that every SPINtern attends the SPIN Showcase Event in person. The date and venue of the Showcase for 2024 will be determined shortly. T&S of up to £100 for attendance has been included in each Grant. Should attendance incur costs significantly above this, please discuss with the SAC team.

If any extenuating circumstances mean that SPINterns are not able to attend, the SAC will require **written confirmation**, such as from University Tutors, as to the nature of the circumstances.

9. Any Issues Arising

As earlier stated, the aim of the programme is to promote skill learning and build connections beneficial for both interns and the space business organisations alike. However it is recognised that issues may arise from time to time and it is the purpose of the Authority to ensure that these are resolved in a positive and pragmatic manner whilst keeping within the spirit and compliant with this agreement.

Such issues may arise for example relating to either the early completion of the project work or delays in the project. In the former situation we recommend that the Recipient ensures that they have a 'back up' or extension activity that the SPINtern can move on to. The Recipient should notify the Authority Grant Manager of the issue and proposed resolution at an early stage. Whilst the maximum grant amount cannot be increased nor the core requirements changed, the Grant Manager will seek to facilitate the resolution for benefit of both the Recipient and Intern.

ANNEX 3 –OUTCOMES AND PAYMENTS

The Recipient is required to achieve the following milestones and performance measures in connection with the Grant and for payment:

Payment of milestones

Where the Recipient has made an application for an interim Milestone payment on the Grant Application Form, these are normally made halfway through the project, after the first month.

When requesting payment of a milestone amount, the host should provide an interim report which should be a **short paragraph** (no more than 250 words) about what the SPINtern has been doing etc and a **brief statement of spend** so far. Please **do not send SPINtern payslips** as these often contain personal information and data. An invoice for the milestone payment is also required.

Payment of final invoice

On completion of the internship period and project, the should complete the **Final Report MS Form**.

This Final Report form, should be submitted with the following attachments:

- **the poster in pdf format** – See Annex 2 for full details of Intern submission requirement
- any evaluations undertaken as part of the project
- a financial breakdown of how the award was spent and,
- invoice

Payment will be made on satisfactory receipt of the above documentation to the Recipient's UK bank account, details to be provided by the Recipient.

ANNEX 4 – SUBSIDY CONTROL

Part 1: MINIMAL FINANCIAL ASSISTANCE

1. The Grant is awarded as in accordance with Section 36 of the Subsidy Control Act which enables the Grant Recipient to receive up to a maximum level of subsidy without engaging the subsidy control requirements (with the exception of the transparency requirements for subsidies over £100,000) under the Act (“**Minimal Financial Assistance**”). The current threshold is £315,000 to a single enterprise over the elapsed part of the current financial year and the two preceding financial years (“**the Applicable Period**”).
2. The Grant Recipient acknowledges and accepts that the relevant limit for Minimal Financial Assistance comprises other Minimal Financial Assistance, SPEI Assistance, Small Amounts of Financial Assistance given under Articles 364(4) or 365(3) of the UK-EU Trade and Cooperation Agreement, and De Minimis State Aid (“Exempt Subsidy/Subsidies”), irrespective of whether such subsidy or aid was provided by other public authorities and their agents, related to other projects or was made by means other than grants (for instance, foregone interest on loans) awarded to the Grant Recipient over the Applicable Period.
3. The Authority has provided the Grant Recipient with a Minimal Financial Assistance notification at paragraph titled ‘Subsidy’ in the Grant Offer Letter. The award of this Grant will be conditional upon the Grant Recipient providing the Authority with the Minimal Financial Assistance declaration form confirming how much Exempt Subsidy if any, it has received in the Applicable Period.
4. The Authority may not pay the Grant Recipient the Grant if, added to any previous Exempt Subsidy the Grant Recipient has received during the Applicable Period, the Grant causes the Grant Recipient to exceed the relevant limit for Minimal Financial Assistance.
5. For the purposes of the Minimal Financial Assistance declaration:
 - a. the financial year means a period of 12 months ending 31st March;
 - b. an enterprise means the enterprise that receives, or would receive, minimal financial assistance; and
 - c. subsidy is subsidy granted to a single enterprise, which may include legal entities separate to Grant Recipient (such as current or former subsidiaries).
6. The Grant Recipient must retain the Grant Funding Agreement and the completed Minimal Financial Assistance declaration form and produce it on request by the Authority.
7. The Grant Recipient acknowledges that it is Grant Recipient’s responsibility to read the Subsidy Control Act its entirety, and seek advice (including legal advice) on its application to Grant Recipient’s business if appropriate.
8. The Grant Recipient acknowledges that the Authority and Grant Recipient are jointly and severally responsible for maintaining detailed records with the information and supporting documentation necessary to establish that all the conditions set out in this Grant Funding Agreement are fulfilled.
9. The Grant Recipient agrees to keep a written record detailing that it has received a subsidy by way of Minimal Financial, the date on which it was given and the gross value amount of the assistance and must keep the record for at least three years from the given date.

MINIMAL FINANCIAL ASSISTANCE DECLARATION FORM

Please tick the statement that applies:

	The Grant Recipient, and/or any other person or group of persons forming an enterprise with the Grant Recipient, have not received any Exempt Subsidy (whether from or attributable to the Authority or any other public authority) during the Applicable Period.
	The Grant Recipient, and/or any other person or group of persons forming an enterprise, have received one or more grants of Exempt Subsidy during the Applicable Period, particulars of which are set out in the table below.

Please insert the Grant Recipient's financial year _____

Particulars of any Exempt Subsidy received during the current or previous two fiscal years:

Public Authority	Date Awarded	Total amount of subsidy ¹	Description of subsidy ²	Recipient ³	Date(s) received ⁴
Xxx	Xxx	Xxx	Xxx	Xxx	Xxx

¹ This should be the amount of subsidy awarded. However, please also inform us if the amount received differed.

² Please confirm the nature of the subsidy (e.g., a grant or a loan etc) and the purpose for which it was awarded (e.g., any project funded by it).

³ Please confirm the identity of the recipient of the subsidy if this is a separate entity forming part of a single economic actor with you.

⁴ Please inform us if the subsidy was paid by instalments.

Signed _____

For and on behalf of _____

Position _____

Date _____