

## Power Semiconductor Innovation Project Award Letter (template)

Company/University Name  
Registered address of Awardee

("Awardee")

Reference: [insert Innovation Project Award reference]

[Award date]

Dear <Name of PI>,

Thank you for submitting your application for the REWIRE Open Call for Power Semiconductor Innovation. We are pleased to inform you that your application has been successful subject to your organisation's acceptance of the conditions contained in Schedule 2 (the "Conditions").

Your project has been assigned the reference <UoB reference>, which should be used in all future correspondence.

This award letter together with the Conditions and your application shall together create the entire agreement between the University of Bristol and the Awardee.

We very much hope the above is acceptable to you. In order to confirm acceptance of the award, can you please return a signed copy of this award letter via PDF to [rewire-ff@bristol.ac.uk](mailto:rewire-ff@bristol.ac.uk) within 14 days of the Award Date. Failure to return a signed copy of the award letter will result in the offer being withdrawn without any liability to the University or the Engineering and Physical Sciences Research Council.

Yours sincerely,

.....

For and behalf of University of Bristol

By signing below, the recipient acknowledges and accepts the terms and conditions of the funding award outlined in this document and the accompanying materials. The recipient agrees to comply with all requirements and obligations associated with the funding, including the funding use, reporting and financial controls.

Authorised Signatory Name:

Position/Title:

Date:

Signature:

TEMPLATE

**Schedule 1: Payment Schedule**

Payment Milestone	Percentage of Total Award	Amount	Payment Conditions
Commencement Payment	90%	[insert amount]	Payable within [X] days of the project start date upon receipt of signed award letter, MFA declaration and confirmation of project initiation.
Final Payment	10%	[insert amount]	Payable upon submission and satisfactory approval of final project report and financial statements.

TEMPLATE

## Schedule 2: Conditions of Award

1. The Engineering and Physical Sciences Research Council (the “Research Council”) has awarded the University of Bristol (the “University”), as lead recipient, funding for an Innovation and Knowledge Centre (IKC) developing pioneering power semiconductor technologies and new electronic power devices to accelerate the UK’s net zero ambitions.
2. These Conditions set out the conditions that apply to the project detailed in the Awardee’s funding call application (the “Project”) made available by the Research Council via the University to the Awardee, to enable the Awardee to undertake the Project in collaboration with any collaborator named in the funding call application, if applicable.
3. These Conditions are subject at all times to the Research Council’s standard grant terms, as amended by the Research Council from time to time (which are available at <https://www.ukri.org/publications/terms-and-conditions-for-research-grants>).
4. The Awardee shall ensure that a written agreement is signed between the Awardee and any collaborator named in the funding call application, if applicable. The written agreement shall be signed within 3 months of the commencement of the Project. In the event that a written agreement has not been signed, the award shall be terminated, unless otherwise agreed in writing by the University. The agreement shall include provisions on intellectual property ownership and use and publication. Any access to project outputs and/or intellectual property must comply with subsidy control laws. The Awardee shall ensure that these Conditions apply to any agreement in place between the Awardee and any collaborator. The Awardee shall notify the University of any proposed collaborator not listed in the funding call application.
5. The Awardee warrants (and shall ensure that any collaborator also warrants) that it is and shall remain eligible to receive funding from the Research Council.
6. The Awardee shall (and must ensure that any collaborator shall also) perform the tasks envisaged in the Project diligently, with reasonable skill and care and in accordance with all relevant legislation, rules, regulations and codes of practice (including applicable export control obligations) relating to conduct of the Project. No significant changes shall be made to the Project without the prior written consent of the University.
7. The Awardee shall (and must ensure that its collaborator shall also) cooperate fully with the University and use all reasonable endeavours to ensure that it does not do anything or fail to do something that would cause the University to be in breach of its obligations to the Research Council and shall comply with reasonable requests by the University in relation to the same.
8. The Awardee shall ensure at all times that the grant is compliant with the UK Subsidy Control Framework. Where the Awardee is informed that the use of the Grant counts as Minimum Financial Assistance under the UK Subsidy Control Framework, it is your responsibility to ensure that the total amount of public funding you are receiving for the Project does not exceed the Minimum Financial Assistance limits. The amount of the grant is subject to the conditions in Schedule 2 (Subsidy Control) and conditional receipt by us of the declaration form in that Annex. On receipt of the declaration form,

we will provide you with confirmation of the assistance in a separate document. We will immediately suspend the Grant and may require you to repay any Grant paid together with the interest if you are found to have received a subsidy that is deemed to be in breach of the UK Subsidy Control Framework.

9. The Project must commence within three months of receipt of the award letter unless otherwise agreed with the University. Failure to meet this timescale may result in the offer being withdrawn without any liability to the University or the Research Council. The Project shall be completed within 12 months of the commencement date.
10. The Awardee agrees (and shall procure that any collaborator also agrees):
  - i) to use all reasonable endeavours to attend and/or contribute to events within their relevant area of expertise where requested by the Research Council or the University;
  - ii) to supply at the commencement of the project a non-confidential synopsis of the Project, that does not include any personal data, which may be freely published and publicly disseminated, including (without limitation) publication on the REWIRE website, in social media and on other publicly available websites and databases;
  - iii) to provide relevant updates to the REWIRE Innovation Director, to ensure published Project information remains up to date.
11. Any intellectual property, know-how and results created or developed in the course of the Project including any tools, techniques, platforms and solutions (“Results”) will be owned by the Awardee or relevant collaborator or subcontractor that generated such Results (or their licensors if applicable).
12. The Awardee shall publish the Results in accordance with normal academic practice and the UKRI open access policy (<https://www.ukri.org/publications/ukri-open-access-policy/>). All publications and other forms of media communication, including media appearances, press releases and conferences, must acknowledge the support received from the Research Council as follows: "This work was supported by the (in part) by the Innovation and Knowledge Centre REWIRE funded by the Engineering and Physical Science Research Council (EPSRC) under grant EP/Z531091”.
13. Funding for the Project will be given at [insert percentage based on organisation] of Eligible Costs or Full Economic Costs (FEC) of the Project and shall not exceed the Grant Funding. The Awardee is wholly responsible for funding the remaining Project costs and warrants that such funds are allocated to the Project before the commencement of the same. The grant shall be paid in accordance to Schedule 1. The total payment will be made in two stages, with an initial payment of 90% of the total funding provided upon execution of the agreement and the commencement of the project. The remaining 10% will be payable upon submission and approval of all required post-project documentation, including but not limited to final reports and financial statements. Any amounts paid by the University are deemed to be inclusive of VAT, if applicable, at the prevailing rate. The Awardee shall be responsible for its VAT obligations. Payments

properly due shall be paid within 30 days following receipt of a valid invoice. All invoices shall include a statement of actual expenditure incurred referenced against the specific budget headings as set out in the Project application. On completion of the Project the Awardee shall deliver a final summary expenditure report to the University. The final invoice will not be accepted without such final summary expenditure report. For further details on costings and overheads see the Research Council's Full Economic Costing (FEC) Guides: <https://www.ukri.org/councils/epsrc/guidance-for-applicants/costs-you-can-apply-for/>. Invoices and expenditure reports need to be emailed to [purchasing-invoices@bristol.ac.uk](mailto:purchasing-invoices@bristol.ac.uk) and to [rewire-ff@bristol.ac.uk](mailto:rewire-ff@bristol.ac.uk) quoting reference number **[insert reference number]**.

14. The University shall have no obligation to make any payment to the Awardee where the University has not received sufficient funding from the Research Council.
15. In the event that the Research Council requires the reimbursement by the University of any sums paid to the Awardee, then to the extent that such requirement arises from the acts or omissions of the Awardee (or any of its collaborators or subcontractors), the Awardee hereby agrees to reimburse the University the sum received by the Awardee together with any interest charged thereon by the Research Council.
16. The Awardee shall not be entitled to recover any costs incurred in connection with the Project on or after the date of termination of the Project.
17. At the end of the Project, any underspend will be returned to the University to be used in future REWIRE Innovation funds or returned to the Research Council.
18. The Awardee shall keep financial records relating to the Project in accordance with its normal accounting practice. The Awardee acknowledges that, upon reasonable request, the University and the Research Council may audit the financial records relating to the Project.
19. The University's only obligation to the Awardee under these Conditions is to disburse the funding agreed to be disbursed by the Research Council. The University accept no liability, financial or otherwise for any claims, damages or liabilities arising directly or indirectly out of, or from, the Project or the Project results. The Awardee is entirely responsible for the conduct of the Project and use of the Results.
20. The University shall be permitted to terminate this award on 30 days' prior written notice to the Awardee if the Awardee commits a material breach of these Conditions or is persistently in breach of these Conditions. Such notice shall include a detailed statement describing the breach. If the breach is capable of being remedied and is remedied within the 30-day notice period, then the termination shall not take effect.
21. If: (i) the Research Council withdraws any of the funding which it has allocated to the University for REWIRE ; or (ii) there is a material change to the Project (including withdrawal of any collaborator or subcontractor) and that change is not agreed by the University (acting reasonably), the University will be entitled to withdraw this award or suspend (temporarily or permanently) payment of the funding.

22. The awardee shall (and procures that the Project partner (s), if applicable, shall) make the required financial contribution to the Project as detailed in the application guidelines.
23. The Awardee will adhere to all applicable data protection laws with regards to research participants' data or any other Personal Data collected (as defined below) by the Awardee as part of the Project. The University and the Awardee do not anticipate that any research data to be transferred under the Conditions will constitute personal data as defined in the Data Protection Act 2018 ("Personal Data"). If during the Project it becomes necessary to transfer any research data which contains any Personal Data, the University and the Awardee shall prior to any such transfer enter into a data transfer agreement in such format as shall comply with applicable data protection laws.
24. On completion of the Project, the Awardee shall deliver to the University, a report which must be countersigned by all Project partners. The report will detail:
  - i. the work carried out and the resources used;
  - ii. an expenditure statement.
25. Export Control: The Awardee shall comply with all sanctions and export control laws to which it is subject, and which are applicable to any items, including but not restricted to goods, materials, biological agents, software, data or technology transferred between them. The University may terminate the award immediately, without incurring any liability, if it reasonably apprehends that continuing to provide the award would be in breach of any applicable sanctions or export control laws.
26. The Awardee may be required to provide the University or the Research Councils with additional information about how the Awardee is managing considerations and risks relating to Trusted Research and Innovation and engage in any subsequent risk assessment activities requested by the University or the Research Councils. Any recommended mitigations identified through the risk assessment will need to be agreed and in place before the start of the Project. The Awardee must include clauses around national security in any Project collaboration agreement in place between the partners listed in the application and any third parties contributing to the Project.
27. These Conditions shall be governed by the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English courts.

### Schedule 3: 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. We have provided the Grant Recipient with a Minimal Financial Assistance notification in the Grant Offer Letter. The award of this Grant will be conditional upon the Grant Recipient providing Us with the Minimal Financial Assistance declaration form confirming how much Exempt Subsidy if any, it has received in the Applicable Period.
4. We 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 31 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 Agreement and the completed Minimal Financial Assistance declaration form and produce it on request by Us.
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 We 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 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 Assistance, 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, <b>have not received any Exempt Subsidy</b> (whether from or attributable to Us or any other public authority) during the Applicable Period.
	The Grant Recipient, and/or any other person or group of persons forming an enterprise, <b>have received one or more grants of Exempt Subsidy</b> 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 <sup>1</sup>	Description of subsidy <sup>2</sup>	Recipient <sup>3</sup>	Date(s) received <sup>4</sup>

Signed \_\_\_\_\_

For and on behalf of \_\_\_\_\_

<sup>1</sup> This should be the amount of subsidy awarded. However, please also inform us if the amount received differed.  
<sup>2</sup> 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).  
<sup>3</sup> 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.  
<sup>4</sup> Please inform us if the subsidy was paid by instalments.

Position \_\_\_\_\_

Date \_\_\_\_\_

TEMPLATE

#### Schedule 4: Company Details

To facilitate your registration as a supplier in the university system, please complete the following form and provide the required attachments.

##### 1. Company Details

<b>Company Name</b>	
<b>Trading Name (if different)</b>	
<b>Company Registration Number</b>	
<b>VAT Registration Number (if applicable)</b>	
<b>Registered Company Address</b>	
<b>Company Website</b>	

##### 2. Contact Information

<b>Primary Contact Name</b>	
<b>Position/Title</b>	
<b>Email Address</b>	
<b>Phone Number</b>	

##### 3. Banking Details

<b>Bank Name</b>	
<b>Bank Address</b>	
<b>Account Name</b>	
<b>Sort Code (UK banks)</b>	
<b>Account Number</b>	
<b>IBAN (international payments)</b>	
<b>SWIFT/BIC Code (international payments)</b>	

##### 4. Required Attachments

<b>Attachment</b>	<b>Tick When Attached</b>

<p><b>Please include one of the following documents:</b></p> <ul style="list-style-type: none"><li>• <b>An image of your company's bank paying in slip</b></li><li>• <b>An image of your company's redacted bank statement, showing your company name and bank details</b></li><li>• <b>A letter from your company's bank</b></li></ul>	
---	--

**Schedule 5: REWIRE EDI Form**

This survey will allow us to gain a demographic overview of applications to REWIRE's flexible funding. This will also help inform ours and EPSRC's EDI Strategy.

The survey is completely anonymous. It is set up so that responses cannot be attributed to individuals. Please do not name individuals or provide any identifiable information in the comment box. The survey will take up to 2 minutes to complete.

Please follow the link to complete the EDI form, completion of this form is mandatory.

[REWIRE EDI Form](#)

TEMPLATED