

This document comprising a Grant Terms package is indicative only. These Grant Terms are based on Motability’s standard grant terms for organisations. Final Grant terms will be prepared for issue to the successful Lead Partner for the Evidence Centre before Grant Award stage. They are expected to be based on these terms.

**[On Motability headed paper]**

[insert name of Lead Partner]

Dated ..... 2022

Dear [insert name of Lead Partner]

**Evidence Centre**

We are delighted now to confirm that Motability will provide you with grant funding (the **Grant**) for the **Purpose** as described in your Application dated [●], as set out at Annexure 1.

We will pay the Grant to an account specified by you in line with the payment schedule set out in your Application.<sup>1</sup>

This letter records the terms of our Grant; it is subject to the specific terms and conditions (the **Specific Terms**) set out in Annexure 2 and the general terms and conditions set out in Annexure 3 (the **General Terms**). Together, these documents comprise the Grant Agreement.

Unless a contrary indication appears, capitalised terms in this letter and in the Specific Terms have the meanings given in the General Terms. To the extent that the Specific Terms are inconsistent with the General Terms, the Specific Terms shall prevail.

We wish you every success with your project.

Signed on behalf of **Motability** .....

Name .....

Date .....

Accepted and agreed on behalf of  
**[insert name of Lead Partner]** .....

Name .....

Date .....

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<sup>1</sup> The payment schedule is subject to formal agreement with Motability. Only when the payment schedule is in an agreed form, will it be inserted into the final version of your Application. The agreed form Application with payment schedule will be set out at Annexure 1 of this Grant Letter.

**Annexure 1**  
Application

## Annexure 2 Specific Terms and Conditions of Grant

### 1. Interpretation

In these Specific Terms the words defined in the General Terms shall have the same meanings as are set out there, and the following words shall, unless the context requires otherwise, have the meanings set out next to them:

<b>Centre</b>	the Evidence Centre described in the Application;
<b>Consortium</b>	the consortium formed to carry out the activities described in the Application, in furtherance of the Purpose;
<b>Consortium Member</b>	the Lead Partner and members of the Consortium and named in the Application [including their respective subsidiaries], as varied in accordance with clause 2.2 of these Specific Terms;
<b>Direct Costs</b>	all reasonable costs associated with the Centre, in order to deliver the project on time and within budget; <sup>2</sup>
<b>IP Policy</b>	our intellectual property policy for the Centre, which can be found [ <i>insert URL</i> ];
<b>Participant(s)</b>	Consortium Members, as well as their staff, agents and permitted contractors;
<b>Research</b>	any programme of research conducted from time to time by the Evidence Centre and related to the Purpose, including but not limited to any such programme identified in the Application;
<b>you</b>	the organisation that has been awarded the Grant and will act as Lead Partner as defined in the Application (and its employees and agents).

### 2. Consortium

- 2.1 You accept and acknowledge that you will act as Lead Partner as defined in the Application.
- 2.2 You are responsible for ensuring, and undertake to procure that Consortium Members are jointly and severally bound by, and agree to comply with the Grant Agreement and the IP Policy.
- 2.3 Where any part of the activity of the Centre is undertaken by Participants (including agents, sub-contractors and others) you will remain accountable to us for the grant Purpose as well as the use and financial management of the Grant. You should carry out appropriate due diligence on, and put in place written terms and conditions with

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<sup>2</sup> The costs associated with the Centre will be finalised and agreed as part of the Application process. This definition will be updated to reflect the agreed categories of costs that the Grant will fund.

any such third party. For the avoidance of any doubt the role of Lead Partner or any part thereof may not be sub-contracted or otherwise delegated.

2.4 For the purposes of complying with clauses 9.1.3 and 9.1.4 of the General Terms (Records and reporting) we will:

2.4.1 require you to provide us with consolidated reports, information and documents on behalf of the Consortium;

2.4.2 expect you to obtain the information needed from the other Consortium Members to be able to do so; and

2.4.3 expect you to obtain the direct right for us to visit any Consortium Member pursuant to 9.3 of the General Terms.

2.5 Our approval is required for the admission to the Consortium of any new Consortium Member not named in the Application and, subject to clause 2.3 of these Specific Terms, to the removal of Consortium Members from the Consortium. Such approval will not be unreasonably withheld provided that:

2.5.1 you remain the Lead Partner of the Consortium;

2.5.2 no change to the Grant is required;

2.5.3 the Purpose can still be achieved; and

2.5.4 you send us in advance a written report explaining in sufficient detail:

(a) the reasons for such admission or removal;

(b) any consequent amendments to the Application

2.6 Without prejudice to our rights under the General Terms, if a Consortium Member has by its acts or omissions caused or been responsible for any incident or circumstances referred to in clause 11 of the General Terms, we shall be entitled to require you to suspend or (as the case may be) remove that Consortium Member from the Consortium.

2.7 You must inform us immediately if you anticipate a significant change to the scope of management of the Grant and its Purpose or if there any factors that may adversely affect your compliance with the Grant Agreement or of any material change to your (or a Participant's) organisational status.

2.8 You must inform us immediately if you become aware of anything related to the Grant that may have a material impact on or an adverse reputational impact on you, us or a Consortium Member or the work of the Centre. You undertake (and you will procure that the Consortium will undertake) to assist us to the extent reasonably required to allow us to deal with any third party regulatory or similar body in relation to any such matter.

### **3. Research**

3.1 You will (and you will procure that the Consortium will) resource, supervise and devote the requisite time to the Centre, the Research and all activity related to the Purpose in the manner described in the Application.

3.2 You will observe and follow the appropriate ethical policy guidelines and any applicable research or evidence led framework which you submitted as part of the Application<sup>3</sup>, in addition to compliance with all laws and all necessary licences and approvals relating to the Research, the Centre and the Purpose.

#### **4. Intellectual property**

4.1 You undertake to comply with the IP Policy and to procure that Participants comply with the IP Policy (including, for the avoidance of doubt, Motability's branding guidelines for the Centre).

4.2 For the avoidance of doubt:

4.2.1 clause 4.1.6 of the General Terms is subject to the application of the IP Policy in accordance with its terms;

4.2.2 this clause 4 of the Specific Terms is without prejudice to clause 6 of the General Terms.

#### **5. Grant Payment and Recognition**

5.1 Subject to clause 3.2 and clause 11 of Annexure 3, Motability will pay the Grant in the instalments (in arrears) and in line with the payment schedule outlined in Annexure 1.

5.2 Payment of each instalment will be made by Motability within thirty (30) days of approval by Motability of a request for payment.

5.3 Each request for payment shall state the level of funding requested and be accompanied by a schedule of forecast expenditure. Payment of any instalment is subject to Motability's approval of this schedule of forecast expenditure. Approval shall be either provided or refused within fourteen (14) days of receipt by Motability of a request for payment.

5.4 The Grant will be restricted to expenditure for the Purpose, which shall include Direct Costs.

5.5 You will be responsible for any expenditure which exceeds the amount of the Grant.

5.6 You will recognise the Grant as restricted funds in your annual report and accounts.

5.7 Motability will highlight the grant support it is providing you in our annual report and accounts and in our Impact Report (and any other impact and evaluation reporting issued by Motability from time to time).

5.8 You will develop a comprehensive communications plan that will enable the work and outputs of the Centre to be both publicised and promoted in an appropriate manner. You will work cooperatively with Motability's Communications team in developing and agreeing such plan.

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<sup>3</sup> This clause will be updated to reflect any guidelines or frameworks submitted or referred to in the successful Grant Application.

## 6. Reporting and Evaluation

- 6.1 You will establish a professional, skilled and appropriately resourced monitoring and evaluation function for the Centre.
- 6.2 A monitoring and evaluation plan (**M&E plan**) will be developed for the Centre and will be completed by [date TBC].
- 6.3 The M&E plan will focus on measuring the impacts of the outputs of the Centre. This includes measuring the effectiveness of all projects undertaken by the Centre. As part of any monitoring and evaluation activity, robust data will be collated by you to evidence the Centre's effectiveness and its sustainability.
- 6.4 You will provide us with quarterly progress and evaluation reports, including financial reports and reports on communications activity, in a format to be agreed with us. If any reports are not provided in a satisfactory manner we may withhold any part of the relevant Grant until the reporting is deemed satisfactory by us.<sup>4</sup>
- 6.5 The reporting specified in clause 6.3 will also include a quarterly consolidated IP and Commercialisation report (which will continue until any Motability funded IP has

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<sup>4</sup> A performance improvement plan process set by Motability will be required to be complied with by you where performance is deemed by Motability, acting reasonably, to be unsatisfactory

expired). If you have no IP and commercialisation activities to report, we also require you to confirm this in your report.

6.6 You will also provide us with an end of grant report and provide updates on the outcomes of the Grant, as requested, for up to five (5) years after the end of the period of the Grant.

6.7 A summary of the quarterly and annual reporting is provided in table form below.

Report	Frequency	Clause reference
Progress and evaluation report	Quarterly  ..provide us with quarterly progress and evaluation reports, including financial reports and reports on communications activity, in a form to be agreed with us	6.4 Specific Terms and Conditions of Grant
IP commercialisation report	Quarterly  ... The reporting specified in clause 6.1 will also include a quarterly consolidated IP and Commercialisation report	6.5 Specific Terms and Conditions of Grant
Annual Progress report	Annually  ...provide us with a written report on progress on the delivery of the Purpose within one month of the end of each of your financial years during which you deploy funds from the Grant for the Purpose, to include: <ul style="list-style-type: none"> <li>• progress against any qualitative and quantitative targets set out in the Grant Agreement;</li> <li>• use of the Grant; and</li> <li>• your plans in respect of the Purpose for the following financial year;</li> </ul>	9.1.3 General Terms and Conditions of Grant  and also see  6.6 Specific Terms and Conditions of Grant (end of grant report)

## **7. Equipment**

- 7.1 You must ensure that any equipment funded by the Grant (the **Equipment**) is purchased in accordance with your procurement procedures in a manner that delivers value for money, is used for the Grant Activities, and is adequately maintained and insured for all appropriate risks.
- 7.2 You must ask for our written permission to use the Equipment for any other purpose, including hiring, lending, selling or gifting the Equipment.

## **8. Governance**

- 8.1 You will establish a Governance Board of the Consortium on which all Consortium Members will be represented. <sup>5</sup> (**Consortium Board**)
- 8.2 Motability will have a right of appointment (and removal) of an independent Chairperson to the Consortium Board.
- 8.3 You will (and you will procure the Consortium will) fully cooperate with any governance arrangements notified to you by Motability from time to time to monitor the work and outputs of the Centre and the Purpose of the Grant.

## **9. Conflict of Interest**

- 9.1 You will (and will procure the Consortium will) adopt a fit for purpose conflict of interests policy and declaration of interests register for you and your Consortium in relation to the Centre's activities and the Purpose of the Grant.
- 9.2 You will avoid any conflict of interest between the Consortium, Participants, third parties and/or Motability affiliates.
- 9.3 You will not (and will procure the Consortium and Participants will not) participate in any Advisory Committee to Motability in connection with the Grant Award unless you obtain Motability's prior written consent.

## **10. Dissemination of outcomes and Publicity**

- 10.1 The outcomes of the Grant must be published or otherwise disseminated in an appropriate form, although publication or release of findings funded by the Grant may

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<sup>5</sup> Other than this requirement of representation of all Consortium Members on the Governance Board of the Consortium, it will be for you and the Consortium Members to arrange your own internal governance regulation.



be delayed for a reasonable period to allow for protection and commercialisation of intellectual property in accordance with the IP Policy.

- 10.2** Our Communications Team must be consulted before release of any press statement about the Grant.
- 10.3** You must also notify our Communications Team immediately if you become aware of anything related to the Grant that may have an adverse reputational impact on you, us, the Consortium or any Participant.

**Annexure 3**  
**General Terms and Conditions of Grant**

**Interpretation**

In these General Terms and Conditions of Grant the following words shall, unless the context requires otherwise, have the meanings set out next to them:

<b>Application</b>	the application submitted by you to us in respect of the Grant including its supporting documents;
<b>CEDR</b>	the Centre for Effective Dispute Resolution Limited, registered charity no. 1060369;
<b>Data Protection Legislation</b>	the EU General Data Protection Regulation (2016/679) and the UK-specific version of the General Data Protection Regulation that applies in the UK from 1 January 2021 (together, and as applicable, the “ <b>GDPR</b> ”), the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, and all other applicable legislation relating to data protection and privacy in force from time to time;
<b>Employee</b>	a person employed (or whose services are retained under a contract for services) in connection with the Purpose;
<b>Grant</b>	the amount we have agreed to pay to you as set out in the Grant Letter;
<b>Grant Agreement</b>	comprises: <ul style="list-style-type: none"><li>• the Application;</li><li>• these General Terms and Conditions of Grant, and</li><li>• any further conditions set out in the Grant Letter (which, for the avoidance of doubt, includes the Specific Terms and Conditions of Grant);</li></ul> including any variations to those documents agreed between us in accordance with clause 17;
<b>Grant Letter</b>	the letter that accompanied these General Terms and Conditions of Grant setting out details of the Grant;
<b>Intellectual Property Rights</b>	all patents, designs, trade marks, copyrights and rights in databases, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights 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, and all rights of confidence and Know-How however arising;

<b>Know-How</b>	information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.
<b>party</b>	a party to the Grant Agreement (i.e. you or us);
<b>Purpose</b>	the purpose for which the Grant is awarded as described in your Application;
<b>we or us</b>	Motability, registered charity number 299745;
<b>you</b>	the organisation that has been awarded the Grant (and its employees and agents).

## **1. Term of the Grant Agreement**

- 1.1 Subject to clause 11, the term of the Grant Agreement shall be as set out in the Grant Letter.
- 1.2 Any obligations under the Grant Agreement that remain unfulfilled following its expiry or termination shall continue in full force and effect until they have been fulfilled.

## **2. The Grant Agreement**

- 2.1 The Grant Agreement supersedes any previous agreement between you and us in relation to the Grant.
- 2.2 You will be deemed to have entered into the Grant Agreement if, in connection with the Grant:
  - 2.2.1 you sign and return to us a copy of the Grant Letter; or
  - 2.2.2 you make a request to us for funds from the Grant; or
  - 2.2.3 you present a cheque from us to your bank for payment; or
  - 2.2.4 you receive a bank transfer of funds from the Grant.

## **3. Payment of the Grant**

Subject to the availability of the necessary funds, we will pay you the Grant in accordance with any schedule of payment set out in the Grant Letter.

## **4. Use of the Grant**

- 4.1 You agree that you will:
  - 4.1.1 use the Grant only for the Purpose;
  - 4.1.2 hold funds representing any unspent part of the Grant in a way that recognises that the funds are charitable funds that are available to be used only for the Purpose;

- 4.1.3 unless agreed otherwise with us, use the Grant promptly and within any period of time specified in the Grant Letter;
- 4.1.4 use your best endeavours to secure the efficient and effective delivery of the Purpose;
- 4.1.5 inform us promptly in writing:
- (a) if you obtain any material additional funding for the Purpose;
  - (b) if there are any material changes to your structure and/or governing documents that would or would be reasonably likely to affect your delivery of the Purpose;
  - (c) of any significant legal claims (including any notice of intention to take legal action) made against you, your officers or employees that would or would be reasonably likely to affect the delivery of the Purpose;
- and you will procure that any such information set out in (a), (b), (c), above which applies at any time to a Consortium Member is also promptly notified to us in writing;
- 4.1.6 under no circumstances use any part of the Grant to confer any non-charitable benefit on any person, company or business;
- 4.1.7 maintain adequate insurance at all times, with our interest noted where relevant and, on request, supply copies of confirmation of insurance cover to us (this includes employee and public liability insurance and insurance that covers the full replacement value of any assets we have funded);
- 4.1.8 comply with all laws and legal requirements applicable to you and the Purpose including but not limited to anti-corruption, anti-bribery and equality laws and regulations; and
- 4.1.9 have appropriate procedures and systems in place for the prevention of fraud and any other financial malpractice or malfunction.

## 5. **Liability**

5.1 You acknowledge that:

5.1.1 we are not; and

5.1.2 you are,

liable for any claim or liability that may arise or be brought relating to the activities funded by the Grant including, if applicable, the costs and liabilities associated with the employment of any Employee.

5.2 You shall indemnify and hold us, our employees, agents and officers harmless with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of your actions and/or omissions in relation to the Grant, your breach or non-fulfilment of obligations under the Grant Agreement or your relevant obligations to third parties.

## 6. **Intellectual Property Rights**

- 6.1 All rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either you or us before the date of the Grant Agreement or developed by either party during its term, shall remain the property of that party.
- 6.2 Where we have provided you with any of our Intellectual Property Rights for use in connection with the Purpose (including, but not limited to, our name and logo), you shall, on termination of the Grant Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by us.

## **7. Confidentiality**

- 7.1 Each party shall during the term of the Grant Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Grant Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of the Grant Agreement or save as expressly authorised in writing by the other party.
- 7.2 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:
- 7.2.1 at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of the Grant Agreement by the receiving party;
  - 7.2.2 is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
  - 7.2.3 is at any time after the date of the Grant Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

## **8. Safeguarding**

- 8.1 In this clause:
- 8.1.1 children are those under the age of 18; and
  - 8.1.2 adults at risk are those who are or may be at risk by reason of mental disability, sensory impairment, age or illness, and who are or may be unable to take care of themselves, or unable to protect themselves against significant harm or exploitation.
- 8.2 In respect of children and adults at risk, you confirm that:
- 8.2.1 you have all necessary safeguarding policies and procedures in place and that they are robust and fit for purpose;
  - 8.2.2 you will act in accordance with such policies at all times;

- 8.2.3 you are committed to safe recruitment, selection and vetting and carry out appropriate checks on all members of staff, volunteers and others involved with your organisation who have contact with children or adults at risk, including (where applicable) DBS checks, checking references, requiring proof of identity and relevant qualifications and carrying out a face-to-face interview; and
- 8.2.4 under no circumstances will any individual who is considered to pose a risk to children or adults at risk be deployed to work with these groups.

## **9. Records and reporting**

### **9.1 You will:**

- 9.1.1 keep (and retain for at least six years after the last payment of the Grant) proper and up-to-date accounts including receipts and invoices to show how the Grant has been spent and you will permit us to inspect these records at our reasonable request and to take copies on reasonable notice during normal office hours;
- 9.1.2 acknowledge the Grant in your annual accounts and show the relevant funds as charitable restricted funds for the Purpose;
- 9.1.3 provide us with a written report on progress on the delivery of the Purpose within one month of the end of each of your financial years during which you deploy funds from the Grant for the Purpose, to include:
  - (a) progress against any qualitative and quantitative targets set out in the Grant Agreement;
  - (b) use of the Grant; and
  - (c) your plans in respect of the Purpose for the following financial year;
- 9.1.4 as soon as reasonably practicable, supply us with any further information and/or documents in relation to the Purpose and/or your use of the Grant that we may reasonably require.

9.2 Where necessary, we may share information provided by you with third parties, such as the Charity Commission for England and Wales.

9.3 On reasonable request and during normal office hours we may visit your offices and / or any site at which works are undertaken by you or on your behalf in connection with the Purpose. You will provide such support, assistance and information in connection with the Purpose as we may reasonably require on such site visits.

## **10. Return of Grant**

10.1 You agree that, unless we give our written consent to the contrary, you will return any unspent portion of the Grant:

10.1.1 on completion of the Purpose; and

10.1.2 if the Purpose (or any part of it) proves impossible to achieve or if for some other reason it is not continued.

## **11. Breach, suspension and repayment**

- 11.1 Where we reasonably believe your ability to deliver the Purpose is compromised or that an incident or circumstance has arisen in respect of you or the Purpose that may harm our reputation (including, but not limited to, in connection with the circumstances set out in clause 11.3) or if you fail to provide any information pursuant to clause 9.1.4, we may suspend any outstanding payments of the Grant pending an investigation of the matter and you will provide us with such assistance in respect of such investigation as we may reasonably require.
- 11.2 Following an investigation pursuant to clause 11.1, at our reasonable discretion:
- 11.2.1 the suspension may be lifted, if the outcome of the investigation is satisfactory; or
  - 11.2.2 we may terminate the Grant Agreement in accordance with clause 11.3 if the outcome of the investigation is unsatisfactory.
- 11.3 Whether following a suspension and investigation pursuant to clause 11.1 or otherwise, we may terminate the Grant Agreement, demand repayment of all or part of the Grant and/or cancel any unpaid part of the Grant at our reasonable discretion in any of the following circumstances:
- 11.3.1 you are in material breach of any of the terms of the Grant Agreement;
  - 11.3.2 any information you have provided to us in connection with the Grant, including but not limited to in the Application, is materially inaccurate or misleading;
  - 11.3.3 any event occurs or circumstance exists or arises in relation to the Purpose or your organisation that is in our reasonable opinion likely to have a significant adverse effect on your ability to deliver the Purpose;
  - 11.3.4 delivery of the Purpose is delayed to a significant degree beyond the agreed timetable, or it appears to us (acting reasonably) that delivery will not be achieved;
  - 11.3.5 you or persons connected with you and who might reasonably be considered to be under your control act at any time in connection with the Purpose dishonestly, negligently or in any other way that, directly or indirectly, is or has the potential to be to the detriment of our reputation;
  - 11.3.6 you receive duplicate funding from any other source for the same or any significant part of the Purpose; or
  - 11.3.7 you cease to operate, a petition is filed, notice given, resolution passed, or order made, for or in connection with your winding up (other than for the sole purpose of a scheme for a solvent amalgamation or reconstruction) or you have an administration order made over your business.
- 11.4 If we or you become aware and notify the other party that a circumstance set out in clause 11.3 has arisen and we notify you in writing that in our reasonable opinion the relevant matter is capable of remedy, you will have a period of 30 (thirty) days from the date of such notice to remedy the breach. We may terminate the Grant Agreement

immediately after the 30 (thirty) day period if the breach has not been remedied to our reasonable satisfaction.

- 11.5 We may demand payment of interest on any sum that is repayable to us pursuant to the Grant Agreement at such reasonable rate (not exceeding two per cent per annum above the Bank of England's base rate) and for such period up to the date of actual repayment as we may in our absolute discretion determine.

## 12. Data protection

- 12.1 We and you shall (and shall ensure that all of our respective personnel and sub-contractors shall) comply with all applicable requirements of and all their obligations under the Data Protection Legislation which arise in connection with the Grant Agreement. We and you acknowledge that typically we shall each process personal data under or in connection with the Grant Agreement as independent data controllers.

- 12.2 We and you acknowledge that typically there is limited sharing of personal data under or in connection with the Grant Agreement but where we agree to share any personal data with you, or you agree to share any personal data with us, the recipient party shall, when acting as a data controller:

12.2.1 process any such personal data in accordance with Data Protection Legislation;

12.2.2 use the personal data solely for the purpose for which it has been supplied by the other party and for no other purpose whatsoever;

12.2.3 not disclose or allow access to the personal data to anyone other than the recipient party's Employees and other authorised staff;

12.2.4 keep the personal data confidential and secure at all times, using appropriate technical and organisational measures to protect against unauthorised or unlawful processing of, and against accidental loss or destruction of, or damage to, the personal data; and

12.2.5 on termination or expiry of the Grant Agreement the receiving party shall destroy or transfer the personal data to the other party (or such other third party as they may lawfully direct), as directed by that party.

- 12.3 To the extent that the receiving party requires (or later becomes aware that they require) more than limited access to any personal data controlled by the other party as part of their performance of their obligations under the Grant Agreement, that party shall notify the other and the parties shall agree any appropriate further data sharing and processing terms required under the Data Protection Legislation.

- 12.4 Without prejudice to clause 12.3, if either party ("**processor**") processes any personal data on behalf of the other party ("**controller**"), the processor shall, to the extent it is regulated by the GDPR in relation to that processing:

12.4.1 process the personal data only on documented instructions from the controller (including the Grant Agreement), including with regard to transfers of personal data to a third country, unless processing is required by EU or UK laws to which the processor is subject, in which case the processor shall, to the extent permitted by those applicable laws, inform



the controller of that legal requirement before the relevant processing of the personal data.;

- 12.4.2 ensure that persons authorised to process the personal data have committed themselves to obligations of confidentiality;
  - 12.4.3 take all appropriate technical and organisational measures to ensure an appropriate level of security for the personal data (including to protect it against accidental or unlawful destruction, loss, or alteration, and against unauthorised disclosure or access);
  - 12.4.4 not sub-contract its data processing obligations to a third party without the specific authorisation of the controller (and, where such authorisation is given, ensure that such a third party data processor agrees to the same data protection obligations as set out in this clause 12.4, on the understanding that the processor remains fully liable to the controller for the performance of those data processing obligations);
  - 12.4.5 assist the controller in responding to individuals exercising their data subject rights as set out in the GDPR (e.g. by helping the controller to provide a copy of a particular individual's personal data, if they ask for it);
  - 12.4.6 assist the controller to comply with its obligations under the GDPR (including regarding appropriate data security, the notification of a personal data breach to a relevant supervisory authority (i.e. data protection regulator) and to the data subject(s) affected, and the preparation of data protection impact assessments, where appropriate), taking into account the nature of processing and the information available to the processor;
  - 12.4.7 at the choice of the controller, delete or return to the controller all such personal data once the processing of such personal data is no longer required;
  - 12.4.8 make available to the controller all information necessary to demonstrate compliance with the obligations set out in this clause 12.4 (including a record of all categories of data processing activities the processor carries out on behalf of the controller) and allow for and contribute to data audits, including inspections, if the controller so requires.
- 12.5 Where clause 12.4 applies, the Appendix to this Annexure 3 sets out certain details regarding the processing of personal data, as required by Article 28(3) of the GDPR.

### **13. Public acknowledgment**

#### **Announcements and publicity**

Motability requests that our Grant is acknowledged in an appropriate and timely way. You must follow our branding guidelines for the Evidence Centre at all times. Any press release, public statement or other form of communication (including your Annual Report and Accounts) or social media announcing or describing or otherwise relating to the Grant or the Purpose shall be agreed in advance between you and the Motability Communications team.

#### **Reporting and evaluation**

Working with the Motability Communications team, you will provide information and materials for us to evaluate your grant acknowledgment communications, brand awareness and media coverage. Where possible, you will provide insight and evidence on how your grant acknowledgment is helping to raise awareness of Motability, the Charity.

**14. VAT**

Payments made under this Grant Agreement are intended to be outside the scope of VAT but if any VAT is payable in respect of these arrangements all payments by us to you shall be deemed to be inclusive of such VAT.<sup>6</sup>

**15. No partnership or agency**

Nothing in the Grant Agreement shall be deemed to constitute a partnership, joint venture or agency relationship between you and us.

**16. No assignment**

You may not, and shall not purport to, assign or transfer the Grant or the Grant Agreement (or any part of it) without our prior written consent.

**17. Variation or modification of the Grant Agreement**

The Grant Agreement may only be varied if the variation is in writing signed by you and by us.

**18. Rights of third parties**

Nothing in the Grant Agreement shall confer any rights upon any person or entity other than us and you or is intended to confer on any person or entity any right to enforce any term of our agreement which that person or entity would not have had but for the Contracts (Rights of Third Parties) Act 1999.

**19. Governing law and dispute resolution**

19.1 Whether or not the Grant Agreement has been terminated, no party will take legal proceedings for the enforcement of its terms or of any rights arising under it without first having taken positive steps to resolve the matter with the other party.

19.2 If the parties are unable to reach agreement pursuant to clause 19.1 in relation to any matter under dispute within 30 days, or such other period of as may be mutually agreed between the parties, the parties will attempt to settle the dispute by mediation in accordance with the Centre for Effective Dispute Resolution's Model Mediation Procedure or an equivalent procedure.

19.3 The validity, construction and performance of and any dispute or claim arising out of or in connection with the Grant Agreement (including non-contractual disputes or claims) shall be governed by the laws of England and Wales and, subject only to

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<sup>6</sup> It will be for you to take your own professional VAT/tax advice. Motability's standard Grant terms assumes that VAT is not payable, but if any VAT is later determined to be payable it is deemed part of our Grant payment. If you assume in your costings that VAT is payable, and it is later determined as not payable, then we would expect that the relevant VAT surplus is used for investment in the Centre.

clauses 19.1 and 19.2, the parties submit to the exclusive jurisdiction of the courts of England and Wales.

## **Appendix**

### **Details of processing, personal data and data subjects<sup>7</sup>**

*Where clause 12.4 of the General Terms and Conditions of Grant apply, this Appendix includes certain details of the processing of personal data as required by Article 28(3) of the GDPR.*

**1. Subject matter and duration of the processing**

The subject matter and duration of the processing are set out in the Grant Agreement.

**2. The nature and purpose of the processing**

[To be completed].

**3. The types of personal data to be processed**

3.1 Personal Data

[To be completed].

3.2 Special Categories of Personal Data

[To be completed].

**4. The categories of data subject to whom the personal data relates**

[To be completed].

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<sup>7</sup> These data protection provisions and any ancillary arrangements will be subject to review, depending on the content of your Application, to reflect any necessary measures.



This document is indicative only. A Final IP Policy document will be prepared for issue to the successful Lead Partner for the Evidence Centre before Grant Award stage. This will be based on the content of this document.

## Evidence Centre

### Motability Intellectual Property Policy

#### Introduction

Motability (**we/us**) expects that the Evidence Centre we are funding will yield research results/outputs and applications of that research (**Evidence**) that will make an impact and advance our principal charitable aim, i.e. the relief and assistance of disabled persons in the United Kingdom in connection with the provision to them of personal or other transportation.

The key principles for Motability when considering any Funded IP generated by the Evidence Centre is that

- it should, wherever possible, be made widely available, accessible and on an open access basis and be as practicable as possible;
- commercialisation of IP will always be supported where products or prototypes improve or enhance the lived experience and needs of disabled persons;
- a “fair return” is received by Motability. It is our duty, as a charity, to ensure that our charitable assets are used for the public benefit of all disabled persons, which includes securing a “fair return” from Funded IP. (see further para 22-25 and footnote 10)

#### Policy

- 1 This policy applies to the Lead Partner and all members of the consortium generating Evidence and otherwise contributing to the work of the Evidence Centre, as well as their staff, agents and permitted contractors (for the purposes of this policy all referred to as **participants**).
- 2 For the purpose of this policy, **IP** means all forms of intellectual property including patentable inventions, trade secrets, confidential know-how, designs, copyright and related rights (including rights in software and large datasets) and trade marks.
- 3 Where Evidence produced by participants using the grant we have awarded for the support of the work of the Evidence Centre (**Grant**) gives rise to Intellectual Property (**Funded IP**), we must ensure that this Funded IP either directly furthers our charitable aim or that we derive an appropriate return which can be applied in furtherance of that aim.

- 4 It is important to us that the Evidence from the Evidence Centre is:
  - wherever possible, made widely available and accessible on an open access basis;
  - practical; and
  - tailored to/focused upon the lived experience and needs of disabled people living in the United Kingdom.
- 5 There are limited grounds on which we may permit restrictions on how/the extent to which the Evidence is made available. Any request to limit the way in which the Evidence is made available will be considered by us on a case-by-case basis.

### **Use of Background IP**

- 6 **Background IP** is IP other than Funded IP. Background IP should be made available to other participants where this is required to achieve the objectives of the Evidence Centre.
- 7 No part of our Grant may be used to pay for any licence of or permission to use Background IP.

### **Ownership of Funded IP**

- 8 Subject to what is said below, we do not seek to own any Funded IP.

### **Management of Evidence**

- 9 Participants must have a system for identifying and recording the Evidence, and for determining whether the Evidence may be capable of commercialisation. These determinations should be reviewed on a regular and systematic basis.
- 10 We also require participants to provide us with regular reports of the Evidence, at least once every quarter, and to permit members of our Advisory Committee and/or of our grants team to visit the sites where the Evidence is being produced to be able to make our own assessment.
- 11 Where the Evidence consists of large datasets or longitudinal studies suitable arrangements must be made for the accessibility of the datasets to other researchers and the long-term maintenance and hosting of the data.

### **Publication**

- 12 We require, wherever practicable, the Evidence to be published to the greatest extent possible, including to the academic community and wider public and in as many forms as possible, to support that wide dissemination and to support accessibility.
- 13 Participants should therefore consider whether the Evidence can be published by way of each of the following and any other suitable means:

- freely available web-sites;
- in reputable scholarly journals in accordance with accepted academic practice;
- in reputable book chapters and books/booklets;
- other on-line content or innovative applications;

14 Wherever practicable, publication should be:

- on an open access basis in line with the principles of Plan S, preferably by deposit of the final published version of the Evidence (or the accepted peer-review version) in a recognised open access platform, and in any event no later than 6 months after publication; and
- in a format that maximises accessibility for disabled persons and for those stakeholders seeking to make change to support their needs.

15 Any processing charges (PCs) needed to secure publication or other dissemination of the Evidence may be paid from the Grant.

16 We require participants to acknowledge our funding in the terms as set out in our branding guidelines and adhere to these guideline at all times.<sup>8</sup>

17 We also require participants to tell us about any publication of the Evidence we have funded.

18 We acknowledge that there may be circumstances where public benefit might be achieved through commercialisation of Funded IP, and that securing Funded IP might depend on a temporary delay in publication of the Evidence we have funded. Any such delay should be for the shortest period necessary to secure such protection, and not in any event longer than nine (9) months unless we agree otherwise.

## **Application**

19 The Evidence should be as practicable and functional as possible. In particular it should be solution-oriented, all with the aim to maximise impact and support the lived experience and needs of disabled persons with inclusive transportation.

20 There may be many types of applications that could be conceived and further developed by the work of the Evidence Centre. These could include (but are not limited to) product and service pilots; guidance to transport bodies and transport providers; design standards; evaluations or identifications of best practice; showcases of exemplar technology or product prototypes and any resulting final products and services.

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<sup>8</sup> Motability's branding guidelines for the Evidence Centre will be developed, finalised and issued to support the successful grant Application.



21 The resultant IP conceived and developed from the application may be capable of commercialisation. The Funded IP should be identified early to support such assessment.

## **Commercialisation**

22 We are happy for Funded IP to be commercialised, where it is appropriate to do so [and where it is not to the detriment of our open access principle for Evidence and/or which may further promote more availability and access to useful functional outputs or products for disabled people ].<sup>9</sup> If Funded IP has commercial value, we have a duty to ensure that we obtain a fair return from exploitation. What “fair return” is will vary depending on the proposed commercialisation and will be subject to negotiation between participants and us<sup>10</sup>. We therefore require participants to obtain our written consent before any Funded IP is exploited or commercialised.

23 Participants must take steps at their cost except as stated below to:

- secure ownership and protection of Funded IP, whether through registration or in such other ways as are appropriate in the circumstances;
- secure such licences of Background IP as are required to enable commercial exploitation;
- identify opportunities for commercial exploitation, and consider the extent to which any opportunity directly furthers our charitable aim;
- tell us in advance about any opportunity for commercialisation of Funded IP so that we can decide what is an appropriate revenue and/or equity share, and if so what this should be.

24 Participants can use part of our Grant to cover initial filing costs required to protect Funded IP that consists of patentable inventions or registrable designs. After this, participants are responsible for all additional costs of protecting, maintaining and commercialising such Funded IP throughout its lifetime.

25 If it comes to our attention that adequate steps to protect, manage or commercialise any Funded IP are not being taken, we will have the right (but not the obligation) to take over the protection, management and commercialisation of the Funded IP on behalf of the participants, on giving six months’ written notice. We may exercise this

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<sup>9</sup> For instance, we recognise that it may not be appropriate to commercialise guidance to transport bodies and transport providers which is potentially a form of IP that should be available on an open access basis. However commercialisation of products or prototypes that we could foresee would enhance the lived experience and needs of disabled persons is something we would support being developed for commercialisation.

<sup>10</sup> Our starting point is likely to be a return of between 25% and 45%. In judging a “fair return” as a charity we will always consider the public benefit, and may take account factors such as the nature, purpose and value of the IP, its costs, contribution, risk, background IP contribution, economic life, use/preservation of charitable assets and any incidental private benefit in arriving at an appropriate level of return. In certain circumstances, it is conceivable that we may waive our right to any return, or seek a return of greater than 45%.

right sooner if we reasonably consider that the opportunity to protect, manage or commercialise the Funded IP for the public benefit could be lost if more immediate action is not taken. As part of our grant terms, participants must agree to do all acts required to assist us in such protection, management and commercialisation.

## Branding

26 The 'Motability' name is a [registered trade mark](#). Its use is subject to licence terms.<sup>11</sup>

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<sup>11</sup> Branding for the Evidence Centre will be finalised following discussions between Motability and the successful Lead Partner (on behalf of itself and its consortium members). No branding proposal for the Evidence Centre that is only the branding of the Lead Partner will be accepted.