

**CoSTAR
PARTICIPANT AGREEMENT**

SPECIAL TERMS

1	AGREEMENT	<p>This Agreement consists of these Special Terms and the Schedules. In the case of any conflict between the Special Terms and the Schedules, the Special Terms shall prevail. In the event of any conflict between this Agreement and any summary of it provided to Participants by the CoSTAR Host, the terms and conditions of the Agreement shall prevail.</p> <p style="text-align: right;">(this Agreement)</p>
2	CoSTAR HOST	<p>ROYAL HOLLOWAY AND BEDFORD NEW COLLEGE, a higher education institution established by Act of Parliament, whose administrative offices are at, Royal Holloway, University of London, Egham, Surrey, TW20 0EX, United Kingdom.</p> <p style="text-align: right;">(the CoSTAR Host)</p>
3	CoSTAR CONTACT	<p>For any queries relating to the CoSTAR Programme please contact: Professor Fiona Kilkelly via f.kilkelly@rhul.ac.uk.</p> <p style="text-align: right;">(the CoSTAR Contact)</p>
4	CoSTAR LEGAL CONTACT	<p>Please send any legal notice to: Director of Research and Innovation, Founder's Building, Royal Holloway, University of London, Egham, Surrey, TW20 0EX, United Kingdom; email: researchcontracts@rhul.ac.uk.</p> <p style="text-align: right;">(the CoSTAR Legal Contact)</p>
5	CoSTAR PROGRAMME	<p>The Participant applied to an Evolve Programme as set out more fully in Schedule 3 (The CoSTAR Programme, Participant Commitments and Value of Support) through in open competition and the CoSTAR Host has after considering all the applications invited the Participant to attend the programme. For the avoidance of doubt, the Programme will involve Mentoring and Workshops (as set out in the Standard Terms).</p> <p style="text-align: right;">(the Programme)</p>
6	THE FUNDING BODY	<p>The Arts and Humanities Research Council.</p> <p style="text-align: right;">(the Funding Body)</p>
7	PARTICIPANT: [HEI] [OR: SME]	<p>Participant Name: [insert name] ACADEMIC INSTITUTION/COMPANY: [INSERT NAME] Charity number, if applicable: [insert number OR n/a] Company number, if applicable: [insert number OR n/a] Company short name: [insert] Address: [insert address] Contact email: [insert email address] Contact phone number: [insert mobile phone number]</p> <p style="text-align: right;">(the Participant)</p>
8	PARTICIPANTS BANK DETAILS	<p>Name of bank: [INSERT NAME OF BANK] Address of bank: [INSERT ADDRESS OF BANK] IBAN: [INSERT IBAN NUMBER] BIC (SWIFT): [INSERT BIC NUMBER] Account Number: [INSERT ACCOUNT NUMBER] Sort Code: [INSERT SORT CODE] Account Name: [INSERT NAME ON ACCOUNT]</p> <p style="text-align: right;">(the Participant's Bank Details)</p>

9	PARTICIPANT'S LEGAL CONTACT, IF ANY	Participant Name: [insert name] Address: [insert address] Contact email: [insert email address] (the Participant's Legal Contact)
10	PARTICIPANT COMMITMENTS	The Programme specific commitments that the Participant needs to make as set out in Schedule 3 (The CoSTAR Programme, Participant Commitments and Value of Support) to ensure that the Participant does not need to return any Enterprise Development Award to the CoSTAR Host. (the Participant Commitments)
11	START DATE	Means the earlier of the i) date that the last Party signs this Agreement as can be seen on the last page of the Special Terms, or ii) start of the Programme. (the Start Date)
12	ENTERPRISE DEVELOPMENT AWARD	Means the funding which the CoSTAR Host will provide to the Participant as a lump sum payment to contribute towards any activity including but not limited to buying advice from an expert that the Participant believes would help develop the Participant's business: £5,000 (five thousand pounds sterling). (the Enterprise Development Award)

This Agreement is executed as an agreement.

By and on behalf of **ROYAL HOLLOWAY AND BEDFORD NEW COLLEGE**

Signature:

Name: Dr Miranda Joyce

Position: Head of Research Contracts

Date:

By and on behalf of **[INSERT NAME OF HEI or SME]**

Signature:

Name: [INSERT NAME]

Position: [INSERT NAME]

Date:

Schedules:

Schedule 1	Standard Terms
Schedule 2	The CoSTAR network and branding guidelines
Schedule 3	The CoSTAR Programme, Participant Commitments and Value of Support
Schedule 4	Background
Schedule 5	Code of Conduct
Schedule 6	AI Principles
Schedule 7	Credits
Schedule 8	Acknowledgements
Schedule 9	National Security

SCHEDULE 1 STANDARD TERMS

Background:

- A. The CoSTAR Host and several other UK universities (each a **Collaborator**) have an existing collaboration called the CoSTAR network as set out in Schedule 2 (The CoSTAR network and branding guidelines) which is partly funded by the Funding Body (as set out in the Special Terms). The CoSTAR network is an ambitious attempt to accelerate the development of the creative industry in the United Kingdom by supporting business or individuals who may wish to set up a business to develop and realise the potential of new ideas, including those from the UK's world class research base.
- B. The CoSTAR Host is prepared to allow the successful participants to participate in the CoSTAR Programme as set out in the Special Terms.
- C. Each successful participant (a **Participant**) will receive an Enterprise Development Award (as set out in the Special Terms) to spend on any activity including but not limited to buying advice from an expert that the Participant believes would help develop the Participant's business.
- D. Any Participant who believes that they qualify for an Access Bursary (as defined in clause 1) should make their case to RHUL.

1 Definitions

- 1.1 In this Agreement the following words and expressions shall have the following meanings respectively:

"Access Bursary" means the additional funding to help the Participant to participate in the Programme that Participant who believes that they qualify under the Funding Body's EDI framework may apply for as set out at <https://www.costarnetwork.co.uk/bursaries>.

"AHRC" means Arts and Humanities Research Council, Polaris House, North Star Avenue, Swindon, SN2 1FL, United Kingdom.

"Background" means any information, data, techniques, know-how, algorithms, images, inventions, discoveries, software and materials (regardless of the form or medium in which they are disclosed or stored) which might be used in the Programme. For the avoidance of doubt, the Training Material is Background which belongs to the CoSTAR Host, a Collaborator and/or a subcontractor of the CoSTAR Host or a Collaborator.

"Confidential Information" means all information in any medium or format (written, oral, visual or electronic, and whether or not marked as "confidential") which relate to a Party (the **Disclosing Party**) or its employees, officers, customers or suppliers including a Disclosing Party's Background and/or Results, and which is directly or indirectly disclosed by the Disclosing Party to the other Party the **Recipient Party**) by participating in the Programme; a "Disclosing Party" in this context includes any Third Party.

"Data Protection Legislation" means all laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the United Kingdom including the UK GDPR and the Data Protection Act 2018. The UK GDPR has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

"EDI" means the equality, diversity and inclusion framework which the Funding Body has put in place to promote the fair treatment and full participation of all people, particularly groups who have historically been underrepresented or subject to discrimination on the basis of identity or disability.

"HEI" means Higher Education Institution which is an independent, self-governing body active in teaching, research and scholarship selected to participate in the Programme.

“Intellectual Property Rights” means patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist.

“Mentoring” means the support that specialist staff from the CoSTAR Host or a Collaborator or a subcontractor of the CoSTAR Host or a Collaborator will provide to the Participant to help develop the Participant’s business.

“Party” means the CoSTAR Host or the Participant and “Parties” means the CoSTAR Host and the Participant. For the avoidance of doubt, the Collaborators and the Third Parties are not party to this Agreement for practical reasons but clause 9.2 sets out the Participant’s liability to each Collaborator and clause 4.5, clause 5.2 and clause 11.9 set out the Participant’s responsibility towards each Third Party.

“Product” means any product or service based on any Result.

“Results” means any information, data, techniques, know-how, algorithms, images, inventions, discoveries, software and materials (regardless of the form or medium in which they are disclosed or stored) created or further developed by the Participant during the Programme.

“SME” means small and medium sized enterprises selected to participate in the Programme.

“Special Terms” means the preceding Special Terms which form part of this Agreement;

“Standard Terms” means these Standard Terms in Schedule 1 (Standard Terms) which form part of this Agreement.

“Third Party” means any companies, individuals or organisations participating in the Programme other than the CoSTAR Host, any Collaborator and the Participant.

“Training Material” means any guidance, presentation, slide set, video, and/or other material which the CoSTAR Host, a Collaborator or a subcontractor of the CoSTAR Host or a Collaborator provides to the Participant for Training purpose.

“Workshop” means any in person or online sessions (i.e. workshops, support meetings and webinars) where the CoSTAR Host, a Collaborator, or a subcontractor of the CoSTAR Host or a Collaborator will teach commercial skills to the Participant and the Third Parties and where the Participant and the Third Parties can interact.

- 1.2 The headings in this Agreement are for ease of reference only; they do not affect its construction or interpretation.
- 1.3 References in this Agreement to **a person** include a natural person, corporate or unincorporated body (whether or not it has a separate legal personality).
- 1.4 A reference in this Agreement to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and includes all subordinate legislation made from time to time under that statute or statutory provision.
- 1.5 A reference in this Agreement to **writing** or **written** includes email.
- 1.6 A reference in this Agreement to any other agreement or document is a reference to that other agreement or document as varied or novated (in each case, unless in breach of this Agreement) from time to time.
- 1.7 References in this Agreement to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule. Reference

in this Agreement to the singular form of any word includes the plural, and vice versa, as required by the context.

- 1.8 Any words in this Agreement following the expression **including, include or in particular**, or any similar expression, are to be construed as illustrative and do not limit the sense of the words preceding that expression.

2 Participation in the Programme

- 2.1 The Participant acknowledges that the CoSTAR Host and each Collaborator is delivering the Programme as part of a broader initiative to accelerate the development of the creative industry in the United Kingdom by supporting business or individuals who may wish to set up a business to develop and realise the potential of new ideas, including those from the UK's world class research base. Accordingly, the Participant agrees to participate in the Programme in the spirit of collaboration and exploration.
- 2.2 The Participant agrees to allow staff sufficient time to fulfil the Participant Commitments set out in Schedule 3 (The CoSTAR Programme, Participant Commitments and Value of Support). Other than the Enterprise Development Award and the Access Bursary, if any, as set out in clause 1, the Participant shall be responsible for all costs it incurs in connection with its participation in the CoSTAR Programme.
- 2.3 Not used.
- 2.3A Each Party confirms that it will not use or share with the other Party any biological materials, chemical materials, genetically modified organism, and/or human specimen and should this change each Party agrees to amend this Agreement or put in place a further agreement to set out the assurances the providing Party will provide and any additional obligations which the receiving Party will adhere to.
- 2.4 Each Party agrees that at least some of the information that might be discussed or shared in the Programme could be prejudicial to national security as defined by the government in the United Kingdom and therefore each Party will comply with the provisions set out in Schedule 9 (National Security).
- 2.5 The Participant may choose to take out and maintain insurance or to self-insure during the Programme. If the Participant decides to sell a Product, the Participant agrees to take out and maintain adequate insurance for the duration of the sales for appropriate amounts and in keeping with good commercial practice.
- 2.6 The Participant will agree to the CoSTAR AI Principles Framework as set out in Schedule 6 (AI Principles).
- 2.7 The Participant will have in place its own ethics framework or commit to developing its own ethics framework as part of the Programme. The Participant will, if requested to do so by the CoSTAR Host, participate in an ethics review.
- 2.8 Each Party will ensure that its staff and students (if any) involved in the Programme, when working on or visiting the other Party's premises, comply with the other Party's health and safety and security policies and procedures and, when accessing or using the other Party's information systems, comply with the other Party's information security policies and procedures.
- 2.9 Each Party will ensure that its staff and students (if any) involved in the Programme i) comply with any applicable legislation including but not limited to the 2010 Bribery Act, the 1998 Human Rights Act and the 2015 Modern Slavery Act, and ii) take into consideration the 2024 European AI Act.
- 2.10 Although the CoSTAR Host and each Collaborator will use reasonable endeavours to carry out the Programme, neither Party undertakes that the Programme will lead to any particular result, nor does it guarantee a successful outcome to the Programme.
- 2.11 Each Party warrants to the other Party that it has full power and authority under its constitution and has taken all necessary actions and obtained all authorisations, licences, consents and approvals to allow it to enter into and perform this Agreement.

- 2.12 The CoSTAR Host has the unilateral right to change the terms of this Agreement at any time, if necessary.

3 Enterprise Development Award and Term

- 3.1 The Participant may invoice the CoSTAR Host for the Enterprise Development Award in full as set out in the Special Terms shortly after this Agreement has been signed. The Participant should not add any VAT to its invoice because the CoSTAR Host deems the Enterprise Development Award to be “outside the scope” because the Enterprise Development Award is for the benefit of the Participant.
- 3.1A The Participant agrees to provide the CoSTAR Host with a redacted bank statement or a letter signed by a finance officer on letter headed paper as evidence that the bank details are accurate if the CoSTAR Host requests such documents.
- 3.2 The CoSTAR Host will send the payment to the Participant’s Bank Details as set out in as set out in the Special Terms within thirty (30) days after receipt by the CoSTAR Host of a valid invoice.
- 3.2A Subject to clause **3.2B**, the Participant may use the Enterprise Development Award to contribute towards any activity including but not limited to buying advice from an expert that the Participant believes would help develop the Participant’s business.
- 3.2B The Participant may not use the Enterprise Development Award to cover the following disallowed costs:
- overheads of the Participant’s organisation,
 - general staff salaries or non-programme related staff costs and overheads,
 - SME production fees or R&D costs,
 - infrastructure and capital overheads and costs,
 - costs unrelated to commercial innovation, company or project business and market development,
 - general administrative tasks,
 - general office consumables,
 - unreasonable travel and subsistence, and
 - entertaining expenses.
- 3.3 If the Participant fails to meet the Participant Commitments as set out in Schedule 3 (The CoSTAR Programme, Participant Commitments and Value of Support), the CoSTAR Host shall have the right to require the Participant to return all or part of the Enterprise Development Award to the CoSTAR Host.
- 3.4 Further to clause **3.1**, the Parties anticipate that no VAT or other taxes are payable on the Enterprise Development Award because the Participant will use the Enterprise Development Award to contribute towards any activity including but not limited to buying advice from an expert that the Participant believes would help develop the Participant’s business. If VAT or any other taxes become payable, then the Enterprise Development Award shall be deemed to include the payment for the relevant VAT or taxes.
- 3.5 This Agreement will come into effect on the Start Date and will continue until the earlier of i) twelve (12) months from the Start Date, ii) the completion of the Programme, iii) the termination of this Agreement as set out in clause **9**, or iv) the withdrawal of the funding from the Funding Body.

4 Intellectual Property

- 4.1 Any Background used in connection with the Programme shall remain the property of the Party introducing the Background.
- 4.2 The Participant will own any Result and undertakes to manage the Results in a professional and business-like manner in order, amongst other things undertake to take such steps, at the Participant’s expense, to register and maintain any protection for any Result, including filing and prosecuting patent applications for any Result and taking any action in respect of any alleged or actual infringement of any Intellectual Property Rights in any Result.

- 4.3 The Participant understands that the CoSTAR Host and the Collaborator cannot provide too much input (e.g. any CoSTAR Host Background) to the Participant for use in the Programme because the Results belong to the Participant outright and the Participant will not grant i) a non-exclusive licence to the CoSTAR Host and/or any Collaborator to use the Results for research purposes, or ii) the right to publish to the CoSTAR Host and/or any Collaborator.
- 4.4 During the Workshops, the Participant will meet Third Parties and may become aware of Background and/or Results that belong to a Third Party. The Participant acknowledges that each Third Party has been encouraged to share their knowledge and expertise in the same spirit of collaboration and exploration as set out in clause 2.1, but that nonetheless there is an expectation that Third Party rights will not be infringed. By the same token, the Participant warrants that the Participant will not to exploit any Background and/or Results which belong to a Third Party without the express permission of the relevant Third Party.
- 4.5 During the Workshops, the Participant may choose to share the Participant's own creative ideas with Third Parties. To protect the Participant's rights the CoSTAR Host confirms that each Third Party has been required to sign a participant agreement with confidentiality clauses as set out in clause 5.1.
- 4.6 Further to clause 11.9, the Participant agrees that it will not bring any action against the CoSTAR Host or any Collaborator if a Third Party has infringed the Participant's rights in the Participant's Confidential Information, Background or any Result.

5 Confidentiality

- 5.1 The Participant acknowledges that the Workshops will take place in the presence of one or more Collaborator(s), a subcontractor of the CoSTAR Host or a Collaborator and/or Third Parties and that therefore the CoSTAR Host cannot provide a complete assurance about confidentiality. The Participant further acknowledges that each Third Party will sign an agreement with similar terms as set out in this Agreement but that the CoSTAR Host cannot control compliance with the confidentiality obligation other than that the CoSTAR Host will terminate the agreement as set out in clause 9.3.1 if the CoSTAR Host becomes aware that a participant appears to have used any Confidential Information, Background or Result which belongs to a Third Party without the Third Party's consent.
- 5.2 Subject to clause 5.1, each Party undertakes to the other Party that it shall keep and it shall procure that its respective directors and employees keep secret and confidential all Confidential Information which has been communicated to it by the other Party, any Collaborator or any Third Party under or in respect of this Agreement or acquired from the other Party, any Collaborator or any Third Party as a result of this Agreement and shall not use the same other than for the purpose of its participation in the Programme and/or disclose the same or any part of the same to any person whatsoever other than to their directors, employees or professional advisors directly concerned in the matters which are the subject of this Agreement.
- 5.3 The provisions of clause 5.2 shall not apply to Confidential Information which:
- 5.3.1 the Recipient Party can prove was already in its possession and at its free disposal; or
 - 5.3.2 is or becomes generally available to the public in printed publications in general circulation through no act or default on the part of the Recipient Party; or
 - 5.3.3 the Recipient Party can prove was independently developed by it without reference to the Disclosing Party's Confidential Information; or
 - 5.3.4 is after the Start Date disclosed to the Recipient Party without any obligations of confidentiality by a third party who is not in breach of any duty of confidentiality in doing so; or
 - 5.3.5 is necessarily disclosed under an obligation to a court or similar statutory authority, governmental or other authority or regulatory body which governs the Recipient Party's conduct provided that:
 - 5.3.5.1 the Disclosing Party is immediately informed of the requirement to make the

disclosure; and

5.3.5.2 the Disclosing Party is, where possible, given the opportunity to make the disclosure itself; and

5.3.5.3 where the Disclosing Party is not entitled to make the disclosure, only the minimum degree of disclosure is made by the Recipient Party sufficient to comply with that obligation, the disclosure is made under the maximum disclosure restrictions possible and the Disclosing Party is provided with full information on the disclosure made.

5.4 The CoSTAR Host and each Collaborator has an obligation to respond to specific requests, including requests made under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and which may involve the disclosure of information relating to this Agreement or the Programme. Where this is the case, the party receiving the request (i.e. the CoSTAR Host or a Collaborator) will attempt to reach out to the Participant and inform the Participant about the information the party receiving the request intends to disclose about the Participant and take the Participant's views into account if applicable. The decision to disclose any information in response to such a request will remain the responsibility of the party that received the request (i.e. the CoSTAR Host or a Collaborator).

6 Acknowledgements, credits, publicity, reports, and requests from the AHRC

6.1 Subject to clause 6.2, clause 6.3 and clause 6.5, the Participant must in any online or printed materials which the Participant may write about the Programme, any Result or any Product follow the guidance set out in Schedule 7 (Credits) and Schedule 8 (Acknowledgements).

6.2 The Participant shall not, without the CoSTAR Host's prior written consent, give any information directly or indirectly relating to the Programme, or any Third Party involved in the Programme, (i) to any journalist, critic or correspondent of any newspaper or publication, (ii) to any person, firm or company by whom or in any circumstances in which the repetition or publication of any such statement might reasonably be anticipated, or (iii) on any on-line messaging service, website, blog, social network (including, but not limited to, Facebook, Twitter, Google Plus and YouTube) or any other internet or intranet-based form, regardless of whether such statement, announcement or comment is directed to one or more specific persons and regardless of whether such statement, announcement or comment can only be accessed by a limited group of people.

6.3 The Participant shall not, without the CoSTAR Host's prior written consent, take any photographs or make any recordings of any activity relating to the Programme or any Third Party, nor shall the Participant, at any time, do anything detrimental to or say anything detrimental about the CoSTAR Host, any Collaborator, the Programme or any Third Party.

6.4 The Participant shall notify the CoSTAR Host if it receives any notice or request from the AHRC.

6.5 The Participant will be required to complete reports, including short surveys, written reports, interviews and impact assessments with the CoSTAR Host, at the beginning, the middle and the end of the Programme and at a minimum of three further intervals until the end of the CoSTAR network (i.e. 31 March 2029).

7 Data Protection and Privacy

7.1 The CoSTAR Host will require the Participant to provide Personal Data as defined under the Data Protection Legislation of at least one employee at i) application stage, ii) at award stage, and iii) for a period of five (5) years after the award to ensure that the CoSTAR Host can demonstrate to the Funding Body that the CoSTAR Host is complying with the Funding Body's EDI requirements.

7.2 Further to clause 7.1, the CoSTAR Host will require the Participant to provide the Personal Data to the CoSTAR Host via a centralised online system and the Participant will be able to see the CoSTAR Host's privacy notice for the collection of data via the centralised online system.

7.3 Each Party will comply with the Data Protection Legislation. For the purposes of such legislation, the Participant procures that each of its employees who is involved with the Programme consents to the holding, disclosing and processing of their Personal Data, including sensitive personal data,

as such terms are defined under the Data Protection Legislation, relating to each such employee by the CoSTAR Host, any Collaborator, any subcontractor of the CoSTAR Host of any Collaborator, and the Funding Body for purposes connected with this Agreement and to ensure compliance with the CoSTAR Host's contractual, legal and regulatory obligations. The Participant procures that each employee who has provided their Personal Information will inform the CoSTAR Host when there are changes to their Personal Data. For the avoidance of doubt, the Personal Data is likely to include the name, email address and mobile phone number for practical purposes, and information about disability, gender, ethnic origin and sexual orientation for EDI monitoring purposes.

- 7.4 The holding, disclosing or processing of the Personal Data may be in any form (whether obtained or held in writing, electronically or otherwise) and the Participant acknowledges that the processing of Personal Data further to this Agreement may involve the disclosure of the Personal Data to third parties and the transfer of such Personal Data outside the European Economic Area including the United States of America and other jurisdictions where data protection regulations may not offer the same protection as those applicable within the European Economic Area and the Participant consents to such transfers.

8 Notices

- 8.1 Any notice to be given under this Agreement must be in writing and must be delivered to the other Party by email. The deemed day of delivery is the day the email is sent unless the sender receives a notification that the email was not received.
- 8.2 The Parties' representatives for the purpose of the reports under clause **6.5** shall, until further notice, be the CoSTAR Contact and the Participant Contact as set out in the Special Terms.
- 8.3 The Parties' representatives for the purpose of legal notices shall, until further notice, be the CoSTAR Legal Contact and the Participant Legal Contact as set out in the Special Terms or, if the relevant section was not completed, the CoSTAR Contact or the Participant Contact as set out in the Special Terms.

9 Liability and termination

- 9.1 The aggregate liability of the CoSTAR Host and each Collaborator to the Participant for all and any breaches of this Agreement, any negligence or arising in any other way out of the subject matter of this Agreement and the Programme, will not exceed in total £10,000 (ten thousand pounds sterling).
- 9.2 Except under the indemnity in clause **9.2A** and other than the obligation to make payments as set out in clause **3.2** and clause **3.3**, the aggregate liability of the Participant to the CoSTAR Host and each Collaborator for all and any breaches of this Agreement, any negligence or arising in any other way out of the subject matter of this Agreement and the Programme, will not exceed in total £10,000 (ten thousand pounds sterling).
- 9.2A The Participant agrees to indemnify and hold the CoSTAR Host harmless from and against any and all liability, losses and expenses including reasonable attorneys' fees resulting from or arising out of i) the Participant's use of any equipment at the CoSTAR Host's premises whether through physical damage, introduction of malware or otherwise, ii) the Participant's use of any Result including but not limited to the Participant's breach of clause **2.4** or Schedule **9** (National Security), iii) the Participant's use of any Confidential Information, Background or Result which belongs to a Third Party or any other third party, and/or (iv) the Participant's breach of clause **10** (UK Subsidy Obligations).
- 9.3 The CoSTAR Host may terminate this Agreement with immediate effect by giving notice to the Participant if:
- 9.3.1 the Participant appears to have used any Confidential Information, Background or Result which belongs to a Third Party without the Third Party's consent;
- 9.3.2 an employee or associate of the Participant is alleged to have assaulted a person at the CoSTAR Host's premises;

- 9.3.3 the Participant brings the CoSTAR Host into disrepute;
 - 9.3.4 the Participant is in breach of any material provision of this Agreement (other than an obligation of payment) and (if it is capable of remedy) the breach has not been remedied within thirty (30) days after receipt of written notice specifying the breach and requiring its remedy; or
 - 9.3.5 the Participant becomes insolvent, or if an order is made or a resolution is passed for its winding up (except voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed over the whole or any part of the Participant's assets, or if the Participant makes any arrangement with its creditors.
- 9.4 Clauses **1, 2.4, 2.5, 2.12, 3, 4, 5, 6, 7, 8, 9.1, 9.2, 9.2A, 10** and **11** will survive the expiry or termination of this Agreement for any reason and will continue in full force and effect indefinitely, and, in the case of clause **5** for a period of five (5) years following such expiry or termination.

10 UK Subsidy Obligations

- 10.1 The Participant must ensure that the way the Participant spends the Enterprise Development Award is compliant with the Subsidy Control Act 2022. Further information about the Subsidy Control Act 2022 can be found at <https://www.gov.uk/government/collections/subsidy-control-regime>.
- 10.2 The Participant must inform the CoSTAR Host of any other public funding applied for or awarded against the eligible costs covered by the Enterprise Development Award.
- 10.3 If the Participant is found to have received or spent a subsidy that is deemed to be in breach of the Subsidy Control Act 2022, the CoSTAR Host will immediately stop payments to the Participant under this Agreement and may require the Participant to repay the Enterprise Development Award.
- 10.4 The Participant should not enter into any subcontract or other agreement with a third party which would constitute a breach of the Subsidy Control Act 2022.

11 Miscellaneous

- 11.1 Any grievance relating to this Agreement should be raised in writing with the CoSTAR Host.
- 11.2 The Parties agree that the Participant's participation in the Programme is not subject to any collective bargaining agreements, guild or union regulations.
- 11.3 Neither Party may assign or transfer this Agreement as a whole, or any of its rights or obligations under it, without first obtaining the written consent of the other Party. Neither Party will unreasonably withhold or delay its consent.
- 11.4 If the whole or any part of any provision of this Agreement is void or unenforceable in any jurisdiction, the other provisions of this Agreement, and the rest of the void or unenforceable provision, will continue in force in that jurisdiction, and the validity and enforceability of that provision in any other jurisdiction will not be affected.
- 11.5 If a Party fails to enforce, or delays in enforcing, an obligation of the other Party, or fails to exercise, or delays in exercising, a right under this Agreement, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver of any provision of this Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.
- 11.6 Nothing in this Agreement creates, implies or evidences any partnership or joint venture between the Parties, or the relationship between them of principal and agent. Neither Party has any authority to make any representation or commitment, or to incur any liability, on behalf of the other Party.
- 11.7 This Agreement represents the entire agreement between the Parties in respect of its subject

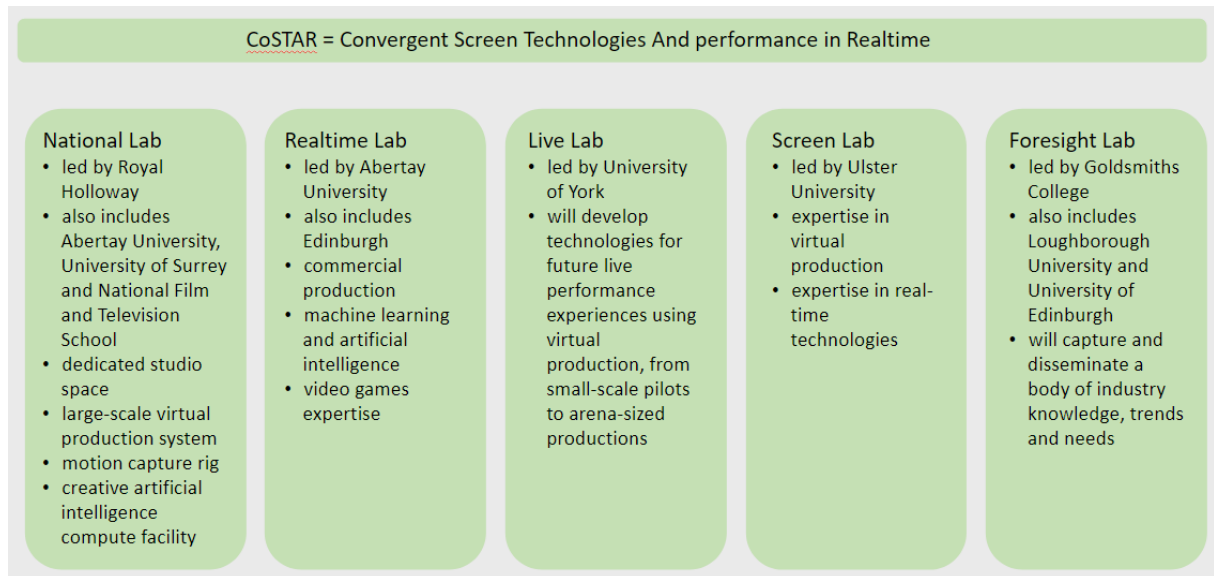
matter and replaces any previous agreement(s), whether written or oral, relating to the subject matter and may be varied, modified or terminated only in writing signed by the Parties.

- 11.8 Other than as set out in clause **2.12**, no variation or amendment of this Agreement will be effective unless it is made in writing and signed by each Party's representative.
- 11.9 No one except a Party has any right to prevent the amendment of this Agreement or its termination, and no one except a Party may enforce any benefit conferred by this Agreement, unless this Agreement expressly provides otherwise, except that i) further to clause **5.1**, each Third Party shall have the benefit of the obligations of confidence and the obligation to respect the Background or any Result that belongs to the Third Party imposed on the Participant under this Agreement and the right vis a vis the Participant to enforce those obligations, and ii) each Collaborator and the AHRC shall have the rights as specifically set out in this Agreement.
- 11.10 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation are governed by, and this Agreement is to be construed in accordance with, English laws. Subject to clause **11.11**, the English Courts will have exclusive jurisdiction to deal with any dispute (including any non-contractual claim or dispute) which has arisen or may arise out of, or in connection with, this Agreement.
- 11.11 If any dispute arises out of this Agreement the Parties will first attempt to resolve the matter informally through a designated senior representative of each Party to the dispute, who are not otherwise involved with the Programme. If the Parties cannot resolve the dispute informally within a reasonable time not exceeding two (2) months from the date the informal process is requested by notice in writing they will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.
- 11.12 This Agreement may be executed by the Parties via DocuSign™ or in PDF format and in any number of counterparts. Once it has been executed and each Party has executed at least one counterpart, each counterpart will constitute a duplicate original copy of this Agreement. All the counterparts together will constitute a single agreement. The transmission of an executed counterpart of this Agreement (but not just a signature page) by e-mail (such as in PDF or JPEG) will take effect as the delivery of an executed original counterpart of this Agreement. Each Party waives any right to challenge the admissibility or authenticity of this document in a court of law based solely on an electronic or digital signature.

SCHEDULE 2

The CoSTAR network and branding guidelines

The CoSTAR network:



Branding guidelines:



CoSTARBrandingGuidelines-PDF-Final.pdf

The CoSTAR Host will provide the Participant with more specific advice about the logos the Participant needs to use and how the Participant should use the logos when the Participant contacts the CoSTAR Host as set out in clause 6.

SCHEDULE 3

The CoSTAR Programme, Participant Commitments and Value of Support

The Evolve Programme:

CoSTAR Evolve is a tailored solution dedicated to strengthening the business development and commercial innovation capabilities of high-value UK creative technology companies.

Delivered via the CoSTAR network as set out in Schedule 2 (The CoSTAR network and branding guidelines), this intensive six-month programme is designed to help 10 scaling enterprises address mission-critical business and market development needs, empowering them to achieve sustained growth and success.

The Evolve Programme enables:

- Routes to business development and commercial innovation support needed to maximise on new business opportunities, accelerate routes to market or meet business growth 'spurts' arising from market opportunities.
- A pathway to enable a rapid response to commercialisation opportunities, without which risks limiting or at worse, jeopardising a business's commercial value, success and future growth.
- Personalised and flexible growth journey suited to the unique needs of each business.

The CoSTAR network will provide:

- **Over £23,000 in total support**, including £18,000 of in-kind support and a £5,000 Enterprise Development Award.
- **Comprehensive guidance for business development** and building robust commercial innovation pipelines.
- **Direct access to industry experts** to address critical gaps and unique challenges - ranging from IP management and commercialisation strategies to product-to-market processes and becoming investment ready.
- **Community-building across CoSTAR Labs** and the national network, providing access to expertise, infrastructure and connecting business with peers and partners for ongoing collaboration.
- **Opportunities to fast-track business growth** and effectively navigate barriers to product innovation.
- **Training and tailored mentorship in social impact**, with a focus on EDI (Equality, Diversity, and Inclusion) and sustainability.
- **Exposure to investors**, including pitch opportunities and actionable feedback from angels and investment networks

Participants must be willing to commit to the following Participant Commitments:

- Attend at least 80% of the programme activity including workshops, mentorship sessions and networking sessions from December 2025-June 2026.
- Attend, present, and demonstrate project outcomes at an industry showcase event on programme completion.
- Join the Evolve Alumni Cohort Group to continue to develop valuable relationships created on the programme.
- For a maximum period of five years following the end of the Programme, the Participant shall use its reasonable endeavours to answer specific questions from CoSTAR National Lab relating to its growth and progress to assist CoSTAR in demonstrating the impact of its activities. This shall include: (i) participation in an annual telephone conversation of one hour, and (ii) participation in a survey issued by CoSTAR.

Value of support:

- There is no fee to participate in the Evolve Programme.
- The programme is funded by the Funding Body as set out in the Special Terms.
- The value of in-kind value of support to participants on the programme is estimated to be £18,000 per company.

SCHEDULE 4

Background

Not used.

The Participant understands that the CoSTAR Host and the Collaborator cannot provide too much input (e.g. any CoSTAR Host Background) to the Participant for use in the Programme because the Results belong to the Participant outright and the Participant will not grant i) a non-exclusive licence to the CoSTAR Host and/or any Collaborator to use the Results for research purposes, or ii) the right to publish to the CoSTAR Host and/or any Collaborator.

SCHEDULE 5
Code of Conduct

Not used.

SCHEDULE 6

AI Principles

CoSTAR AI Principles Framework:



CoSTAR National
Lab AI Principles FIN

SCHEDULE 7

Credits

1. The Participant shall ensure that the following credits will be included in all outputs wherever the Programme or part thereof is shown, exhibited or distributed through physical on-site experiences, exhibitions, publications, video platforms, digital channels or platforms.
2. The following credits are to be included:

Funded by CoSTAR UKRI-AHRC.

Funding Call led by the CoSTAR National Lab.
3. The Participant shall ensure that the credit described in section 2 above are included in all video, digital and print marketing, promotional and publicity materials in any medium produced by or on behalf of the Participant in connection with the Programme.
4. The Participant shall use the approved AHRC-UKRI logo, Collaborator's logo and the CoSTAR Host's logo which the CoSTAR Host will provide to the Participant as set out in Schedule 2 (The CoSTAR network and branding guidelines) prominently as much as possible.
5. The Participant agrees to comply with and follow the branding guidelines as set out in Schedule 2 (The CoSTAR network and branding guidelines), including the appropriate use of the UKRI logo.
6. The Participant agrees to credit the CoSTAR National Lab, the CoSTAR funding and the Programme in the event of any awards the Participant receives.

SCHEDULE 8

Acknowledgements

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

SCHEDULE 9

National Security

1. Each Party who is based in the United Kingdom or any other country that has national security provisions (a **Disclosing Party**) will ensure that the Disclosing Party only discloses information to or shares materials with the other Party, any Collaborator or any Third Party under this Agreement after the Disclosing Party has checked whether the Disclosing Party needs to secure an export control licence from the Export Control Organisation in the United Kingdom (see <https://www.gov.uk/government/organisations/export-control-organisation>) or any equivalent body, and, where any information or material originated at least in part from the United States, from the Bureau of Industry and Security in the United States (see <https://www.trade.gov/us-export-controls>).
2. Each Party who is based in the United Kingdom and is a university (a **Receiving Party**) will ensure that the Receiving Party only discloses information to or shares materials with the Receiving Party's staff and students a) who are nationals of a country which does not require an Academic Technology Approval Scheme (**ATAS**) certificate, or b) who are nationals of any other country and have a valid ATAS certificate.
3. Further to clause 5.2 of the Standard Terms, each Party who is based in the United Kingdom or any other country that has national security provisions (a **Receiving Party**) will ensure that the Receiving Party only discloses information or shares materials the Receiving Party has received under this Agreement with any third party that is based outside the receiving Party's territory after the Receiving Party has checked whether the Receiving Party needs to secure an export control licence from the Export Control Organisation in the United Kingdom (see <https://www.gov.uk/government/organisations/export-control-organisation>) or any equivalent body if the receiving Party is based outside of the United Kingdom, and, where any information or material originated at least in part from the United States, from the Bureau of Industry and Security in the United States (see <https://www.trade.gov/us-export-controls>).