

Sustainable Aviation Fuel for
Clean Growth



Innovate UK

Knowledge Transfer Network

Terms and Conditions

July 2018

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Ref: SAFCG-7-18_TC

1. Definitions

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|------------------------|--|
| “Applicant” | means an applicant to the Competition; |
| “Awardees” | means an Applicant who is the chosen recipient of either (1) the APU (as set out in Schedule 1) or (2) technical fuels consultancy and testing (as set out in Schedule 2); |
| “BA” | means British Airways plc, a public limited company established in England & Wales with registered number 01777777; |
| “CLFC” | means Chris Lewis Fuels Consultancy Ltd, a company limited by shares incorporated in England & Wales with registered number 09449057; |
| “Competition” | means The Sustainable Aviation Fuel for Clean Growth competition, governed by these Terms; |
| “Competition Partners” | means CLFC, KTN, UOS, JETSCREEN and Sustainable Aviation; |
| “Facility” | has the meaning given in clause 2.1; |
| “KTN” | means Knowledge Transfer Network Limited, a company limited by shares incorporated in England & Wales with registered number 08705643, of Suite 218, Business Design |

Centre 52 Upper Street, Islington, London, England, N1 0QH;

“Sustainable Aviation” means Sustainable Aviation, an unincorporated association of its members;

“Terms” these Terms and Conditions, including the Schedules hereto, governing the Competition; and

“UOS” means the University of Sheffield, a corporation established by Royal Charter.

2. The Competition

2.1 KTN, acting as agent for the other Competition Partners (and in consultation with them) and without any personal liability, shall evaluate applications for the following (“Awards”):

- (a) “**Stream 1**”: Assistance from Sustainable Aviation, CLFC, UOS and JETSCREEN in the field of fuel consultancy and testing, as set out in more detail in Schedule 2; and
- (b) “**Stream 2**”: Creation of a testing facility for sustainable aviation fuels (“**Facility**”) according to the criteria set out in Schedule 1, including the provision of an APU (subject to and at the discretion of BA).

2.2 Guidance for Applicants is set out at Schedule 3.

3. How to enter

3.1 The competition will run from 09:00 on 12 July (the “**Opening Date**”) to noon on 17 August (the “**Closing Date**”) inclusive.

3.2 To enter the Competition, Applicants must submit entries meeting the criteria set out in Schedule 3, parts I or II (as applicable).

3.3 By submitting a Competition entry, the Applicant agrees to be bound by these Terms.

3.4 To be considered, all competition entries must be received by KTN via the online portals located here: [Stream 1](#) (Fuel Consultancy and testing) and [Stream 2](#) (APU) by no later than noon on the Closing Date. Competition entries received after the Closing Date will not be considered.

- 3.5 The Competition Partners will **not** accept:
- (a) responsibility for Competition entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind;
 - (b) liability for any cost, expense, loss of business or loss of opportunity arising from an Applicant or Competition Awardee's entry to the Competition, whether successful or otherwise, including as a result of any failure to receive goods, services, advice or assistance as set out in Schedules 1 and 2;
- 3.6 Competition entries will be considered by KTN, as agent for and in consultation with the Competition Partners. The decision of the Competition Partners will be final, and Applicants expressly acknowledge that the discretion of the Competition Partners in the grant of an Award of shall be sole, entire and unfettered.
- 3.7 Awards are not negotiable or transferable. Applicants acknowledge and agree that KTN acts only as agent for the Competition Partners in administering the Competition and has no responsibility for the provision of Awards, which shall be a matter for the Applicant and (i) as to the Facility, BA; and (ii) as to fuel consultancy and testing, Sustainable Aviation, UOS and CLFC.

4. Eligibility

- 4.1 The competition is open to the following:
- (a) organisations based or registered in the United Kingdom which will operate the Facility within the UK; or (in relation to Stream 2 applicants) make use of the Award wholly or predominantly within the UK;
 - (b) which, as to Stream 1, are industry-led, and as to Stream 2, are research organisations, research and training organisations or businesses;
except:
 - (c) public bodies or foreign governments or entities owned or controlled by them;
or
 - (d) any person or organisation in respect of which the Competition Partners or any of them consider that the grant of an Award would be illegal, including but not limited to any Award that would be in breach of the Dual-Use Regulation (428/2009), the Export Control Act 2002, the Export Control Order 2008 (SI 2008/3231) or contrary to the UK sanctions regime.
- 4.2 In entering the Competition, the Applicant confirms that it is eligible to do so and eligible to receive the Award. The Competition Partners may, at their entire discretion and at any

time whether before or after an Award is granted, require an Applicant or Awardee to provide evidence to their satisfaction confirming that it is or was eligible to enter the Competition. The Competition Partners reserve all rights to disqualify an Applicant/Awardee if its conduct is contrary to the spirit, intention or objectives of the Competition.

- 4.3 Grant of an Award is subject to an express condition subsequent that the Awardee comply with all requirements set out in Schedule 1 and Schedule 2 (as applicable) for the operation of the Facility or development of sustainable aviation fuels, and any individual requirements of Competition Partners notified to Awardees / Applicants from time to time. These may include entry into non-disclosure or confidentiality agreements in a form required by a Competition Partner. KTN shall have no responsibility for advising or assisting Applicants or Awardees in relation to additional requirements of the other Competition Partners.
- 4.4 The Competition Partners will not accept entries that are:
- (a) completed by third parties;
 - (b) illegible, have been altered, reconstructed, forged or tampered with; or
 - (c) incomplete.
- 4.5 There is a limit of one entry to the Competition per Applicant, although application may be for both Awards. Entries on behalf of another person will not be accepted.

5. Award Announcement

- 5.1 The Awardees of each element of the Competition will be notified within 40 days of the Closing Date (“**Announcement Date**”).
- 5.2 The decision of Competition Partners is final, and no correspondence or discussion will be entered into.

6. Limitation of liability and Indemnity

- 6.1 Insofar as is permitted by law, the Competition Partners, their agents or distributors will not in any circumstances be responsible or liable to compensate Applicants or Awardees or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the Awards or failure to deliver the same.
- 6.2 The Applicant/Awardee shall indemnify and hold harmless the Competition Partners (jointly and severally) against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis)

and all other reasonable professional costs and expenses) suffered or incurred by any or all of them arising out of or in connection with:

- (a) any breach of a warranty or assurance given to any of them in connection with the Competition or Award;
- (b) the breach or negligent performance or non-performance of the Terms, including any Schedule and any requirement imposed by any or all of the Competition Partners in relation to an Award;
- (c) the use of an Award by the Awardee, including any claim made against a Competition Partner arising from or in connection with the use of an Award;
- (d) any claim made against a Competition Partner by a third party for death, personal injury or damage to property arising out of or in connection with an Award, to the extent that the same is attributable to the acts or omissions of the Applicant/Awardee, its employees, agents or subcontractors;
- (e) the enforcement of these Terms or any agreement connected with them

6.3 The indemnity at clause 6.2 shall apply whether or not a Competition Partner has been negligent or at fault. If a payment due from an Applicant/Awardee under this clause 6 is subject to tax (whether by way of direct assessment or withholding at its source), the Competition Partners shall be entitled to receive from it such amounts as shall ensure that the net receipt, after tax, to the Competition Partners in respect of the payment is the same as it would have been were the payment not subject to tax.

6.4 Nothing in these Terms limits any liability which cannot legally be limited, including but not limited to liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

6.5 Applicants acknowledge that the Competition Partners are not receiving any commercial benefit from the conduct of the Competition, whose purpose is to promote the aims and objectives of KTN's Sustainable Aviation Fuel Special Interest Group (SAF SIG) and that the costs, liabilities and burdens associated with the preparation of an entry or compliance with the terms of an Award are for the Applicant/Awardee and that none of the Competition Partners shall have any liability for the same. Furthermore, the Applicant/Awardee acknowledges that KTN acts solely as agent for the other Competition Partners in administering applications and without any personal liability. None of the Competition Partners will be held responsible for any subsequent actions or investment decisions based on reports or data arising from any fuel testing forming part of an Award. Without limitation of the foregoing or the provisions of clause 3, to the extent a Court of

competent jurisdiction shall determine otherwise, the Competition Partners' total liability shall be limited to the Applicant's to the reasonable, direct costs of preparing its entry. This shall include liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms.

- 6.6 At all times from and following the grant of any Award, the Awardee shall maintain in force insurance policies with reputable insurance companies, against all risks that would normally be insured against by a prudent person in the Awardee's position in connection with the risks associated with the use of the Award, and produce to any of the Competition Partners on demand full particulars of that insurance and the receipt for the then current premium.

7. Ownership of competition entries and intellectual property rights

- 7.1 All Competition entries and any accompanying material submitted to KTN will become the property of KTN on receipt and will not be returned. For the avoidance of doubt, KTN shall be entitled to share entries with all the Competition Partners, their agents, employees and affiliates for purposes relating to the Competition. The Applicant acknowledges that KTN shall have no responsibility to the Applicant or any third party for the use made by other Competition Partners of entries submitted.

- 7.2 Subject always to clause 7.1, any underlying intellectual property rights of the Applicant or any third party expressed in the entries ("**Applicant IPR**") shall be reserved to their owners. KTN does not claim any rights of ownership in such competition entry and the submission of an entry does not assign ownership of the Applicant IPR to the Competition Partners or constitute a waiver of the moral rights of the author/s in the same, save that the Competition Partners shall have a perpetual, worldwide non-exclusive, royalty-free licence to use, copy and redistribute the entry or any part of it for the purposes of the Competition.

- 7.3 Applicants agree that the Competition Partners may, but are not required to, make information concerning their entries publicly available in any media, whether now known or invented in the future, and in connection with publicity for the Competition or the promotion of SAF SIG aims and objectives. Applicants agree to grant each of the Competition Partners a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the entry or any part of it, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the same for such purposes.

8. Data protection

- 8.1 The Applicant acknowledges that each of the Competition Partners will become a data controller of any personal data (within the meaning of the General Data Protection

Regulation (EU 2016/679) (“**GDPR**”) and the Data Protection Act 2018 (collectively, “**Data Protection Law**”) contained in or submitted in connection with an entry.

- 8.2 The Applicant warrants and confirms that it has complied in all respects with Data Protection Law in relation to personal data contained in any entry, and (without limitation) (i) that it has provided any affected data subjects with the privacy information required by Articles 13 or 14 (as applicable) of the GDPR; and (ii) it has a lawful basis under Data Protection Law for sharing personal data with the Competition Partners.

9. Termination

- 9.1 Without affecting any other right or remedy available to it, KTN or any Competition Partner concerned with the provision of an Award may terminate an Award (or reject an Application) with immediate effect by giving notice to the Applicant/Awardee if:

- (a) The Applicant/Awardee commits a breach of any of the Terms;
- (b) the Applicant/Awardee suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (“**IA 1986**”) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the IA 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
- (c) the Applicant/Awardee commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Applicant/Awardee (being a company, limited liability partnership or partnership);
- (e) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the Applicant/Awardee;
- (f) the holder of a qualifying floating charge over the assets of the Applicant/Awardee has become entitled to appoint or has appointed an administrative receiver;
- (g) a person becomes entitled to appoint a receiver over all or any of the assets of the Applicant/Awardee or a receiver is appointed over all or any of the assets of the Applicant/Awardee;

- (h) the Applicant/Awardee (being an individual) is the subject of a bankruptcy petition, application or order;
- (i) a creditor or encumbrancer of the Applicant/Awardee attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Applicant/Awardee's assets and such attachment or process is not discharged within 14 days;
- (j) any event occurs, or proceeding is taken, with respect to the Applicant/Awardee in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.1(d) to clause 9.1(i) (inclusive);
- (k) the Applicant/Awardee suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (l) the Applicant/Awardee (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing their own affairs or becomes a patient under any mental health legislation.

10. Confidentiality

- 10.1 The Applicant/Awardee undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of a Competition Partner or of any member of the group of companies to which the same belongs, except as permitted by clause 10.2.
- 10.2 An Applicant/Awardee may disclose a Competition Partner's confidential information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Applicant/Awardee's rights or carrying out its obligations under or in connection with these Terms (but Applicant/Awardee shall ensure that its employees, officers, representatives or advisers to whom it discloses the Competition Partner's confidential information comply with this clause 10); and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 10.3 The Applicant/Awardee shall not use any Competition Partner's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with these Terms (including any additional terms required as a condition to or in connection an Award).

11. General

- 11.1 If there is any reason to believe that there has been a breach of these terms and conditions, the Competition Partners may, at their sole discretion, reserve the right to exclude an Applicant or Awardee from participating in the competition. Without prejudice to any other rights or remedies that a Competition Partner may have, Applicant/Awardee acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the Terms by Applicant/Awardee, and accordingly any Competition Partner shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the Terms.
- 11.2 The Competition Partners reserves the right to hold void, suspend, cancel, or amend the Competition where, in their discretion, they believe it necessary or appropriate to do so. In particular, and without limitation, if any of the Competition Partners has reason to believe that these Terms have been broken or not met, any Award may be suspended, withdrawn or reclaimed in whole or in part. Examples of events that may result in suspension include (i) false statements in any part of your application or project; (ii) failure to comply with each and every one of the Terms.
- 11.3 These Terms (including their Schedules) constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to their subject matter. The Applicant agrees that it shall have no remedy in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Terms and Schedules, or in respect of innocent or negligent misrepresentation or negligent misstatement based on any statement in the Terms and Schedules to them.
- 11.4 Applicants and Awardees shall make, or permit any person to make, any public announcement concerning the Competition or the relationship between the parties, without the prior written consent of KTN, except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 11.5 Any of the Terms that expressly or by implication is intended to come into or continue in force on or after an Award is conferred under these Terms shall remain in full force and effect. Without limitation, grant of an Award shall not affect any rights, remedies, obligations or liabilities of the Competition Partners that have accrued up to the date of award, including the right to claim damages in respect of any breach of the Terms which existed at or before that date.
- 11.6 Nothing in these Terms (including, for the avoidance of doubt, the use of the term "Competition Partner") is intended to, or shall be deemed to, establish any partnership

or joint venture between any of the parties, or (except as expressly set out in respect of KTN) constitute any party the agent of another party or authorise any party to make or enter into any commitments for or on behalf of any other party.

- 11.7 Unless it expressly states otherwise, these Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the Terms. For the avoidance of doubt, any Competition Partner may rely on or enforce any of the Terms.
- 11.8 No variation of these Terms for the benefit of an Applicant/Awardee shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 11.9 No failure or delay by a Competition Partner to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 11.10 The Applicant shall be entirely responsible for its own costs associated with entry into the Competition and associated with any Award.
- 11.11 If there is an inconsistency between any of the Terms set out in the main body thereof and any of the Schedules;
- (a) as to the rights and obligations of KTN, the main body of the Terms shall prevail; and
 - (b) as to any other Competition Partner, the provisions of the Schedules shall prevail; and
- for the avoidance of doubt, the rights of the Competition Partners to impose their own terms and conditions in respect of any Award with which they are involved are expressly reserved.
- 11.12 These Terms are personal to the parties and the Applicant/Awardee shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under these Terms or any Award.
- 11.13 If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Terms.
- 11.14 These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

11.15 Each Applicant/Awardee agrees, for the sole benefit of the Competition Partners that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or their subject matter or formation. Nothing in this clause shall limit the right of any Competition Partner to take proceedings against an Applicant or Awardee in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

SCHEDULE 1

Creating a facility for fuel and engine system performance testing through receipt of an Auxiliary Power Unit (APU)

- BA will undertake an assessment of potential recipients to assess their suitability with regard to safe and responsible operation of the APU prior to the award of an APU.
- In receiving the APU, the recipient acknowledges that they will be self-sufficient after delivery of the APU for ongoing servicing, maintenance and spare parts. The recipient is also responsible for the safe disposal of the APU at the end of its useful life.
- The APU can be used by the awarded organisation for their own research purposes and for student training.
- The awarded organisation must supply evidence of collaboration or service provision to organisations within the UK and internationally in the context of the awarded APU. An initial brief evidenced report must be submitted to KTN six months after receipt of the APU and yearly thereafter. KTN will provide a template.
- The Award is subject to any additional terms which BA, in its sole discretion, may impose for its own protection, the protection of the Competition Partners, in furtherance of the aims of SAF SIG, or compliance with law and regulations in any jurisdiction.

SCHEDULE 2

Fuel Consultancy and Testing

The Action Plan drawn up by the Project Partners for the successful applicant constitutes a service, free at point of use to the applicant. Any additional service is subject to an additional fee at the discretion of the Project Partner(s) and the applicant.

SCHEDULE 3

GUIDANCE FOR APPLICANTS

Guidance for Applicants are located at www.safsig.co.uk and should be referred to alongside these Terms and Conditions.