

Creative Industries Policy and Evidence Centre (PEC)

Call for Research Proposals, May 2021: Terms and Conditions

Nesta (“**Nesta**”) is working with a number of partners to deliver the Creative Industries Policy and Evidence Centre (the “**Programme**”). Please read these **terms and conditions**, our **privacy policy** <https://pec.ac.uk/privacy-policy> and **all information** on the Programme carefully before submitting an application to the Call (the “**Call**”).

Nesta and The Management Board of the Policy and Evidence Centre (when referred together “**We**” or “**Our**”) wish to issue a Call for proposals to the research community to contribute to producing independent evidence that can aid the development of policies to support the continued success of the creative industries in the UK. By submitting an expression of interest and/or full application, you accept these terms and conditions and agree to comply with them. If you are submitting an entry on behalf of one or more organisations or a team, you undertake to Nesta that you have the authority to bind each of them and that you will be responsible for ensuring that they comply.

1. Who can submit?

Anyone who falls within the conditions of eligibility set out in the [“Eligibility” section of the Call](#) and the further guidance set out in the accompanying [“Guidance for Applicants”](#) document, can submit an application to the Call.

2. What happens after you apply?

2.1 We will assess any applications received by the deadlines set out in the Call, and which satisfy the eligibility criteria, against the selection criteria set out in the Call. Applicants will be assessed according to the review process outlined in the Call. The Call comprises two stages. We currently intend to inform successful applicants in the first stage of our decisions by Friday 25th June 2021. We currently intend to inform successful applicants in the second stage of our decisions in the week commencing Monday 2nd August 2021.

2.2 Our decision about eligibility, about selection of applicants to the Call, and about the amount and type of support to be provided (if any), shall be final. We may publish general feedback on applications to the Call but will not provide individual feedback or enter into correspondence with individual applicants.

2.3 Any financial or other support awarded by Nesta will be subject to satisfaction of all relevant legal and regulatory requirements, signature of appropriate legal documentation and completion of appropriate milestones. Any funds received must be through a legally incorporated organisation registered in the UK. We may only fund applications which meet our charitable objects and provide public benefit. We may impose conditions and restrictions on any private benefit or profit that may be

derived from our grant. Financial support provided by Nesta may not cover all the costs of your project and VAT is not payable on grants.

2.4 You and your partners must bear any costs relating to the submission of your application and participation in the Call. You must take independent legal advice if you are concerned about these terms and conditions or your participation in the Programme. Unless otherwise stated, each applicant may make only one application to the Call.

2.5 We reserve the right to refuse to accept any applications; to suspend or withdraw the Call at any time; to vary the form and substance of the Call or extend the deadlines; to reduce or increase the number of applicants selected or the amount of support available under the Programme; and/or to reject any proposal or withdraw a place on the Programme if you are in breach of these terms and conditions, fail to participate fully in the Programme or in the event of an actual or potential conflict of interest. If any selected applicant subsequently withdraws or is withdrawn from the Programme, we may select a replacement applicant, but will not be obliged to do so.

2.6 We reserve the right to vary the Call or these terms and conditions at any time and at our sole discretion. Variations will take effect from the date they are posted on our website so you must check this page regularly to see the current version. If you provide us with a contact email address, we will aim to notify you of any changes.

2.7 If you are unable to complete the Expression of Interest and/or full application process due to a disability, please let us know so that we can consider whether reasonable adjustments can be made.

3. Your promises to us

By submitting an Expression of Interest and/or full application to the Call, you confirm on behalf of yourself and your partners that:

3.1 All information and materials provided to Nesta by you or your partners are true, accurate and complete and you will notify us immediately of any changes to information or materials provided;

3.2 You have provided us with all information which might reasonably be thought to be relevant or necessary for us to consider your application;

3.3 You and your partners have, or will obtain as required, all authorisations, registrations, licences, consents, and permissions necessary to submit your application, carry out your proposal and comply with these terms and conditions;

3.4 In participating in the Programme, you and your partners will act lawfully, ethically and in good faith and will comply fully with equality and anti-bribery legislation and with any other applicable laws, regulations, guidelines and codes of practice, and will comply with our reasonable requirements, including in relation to health and safety and security, while attending interviews and workshops as part of the Programme; and

3.5 Neither you nor any of your partners has any actual or potential conflict of interest with Nesta (including with our trustees, officers or employees) in making your application or complying with these terms and conditions and you will immediately inform us if you become aware of any such conflict of interest.

4. Use of information

4.1 We will use any personal information provided by you or your partners, including contact details for your staff and your partners' staff for the purpose of assessing and evaluating your Expression of Interest; to process your application for Programme; and to administer the Programme.

4.2 We may share this information with our Programme partners and any third parties helping us to run or evaluate the Programme, subject to appropriate obligations of confidentiality and data protection. Some of these organisations may process your information in countries outside of the UK or European Economic Area (EEA) where data protection laws are not the same as in the UK and/or the EEA. Please see our Privacy Policy for more information about how personal information may be used.

4.3 We may carry out publicity and promotion for the Programme and publish our research and evaluation in relation to the Programme. We may publish the name of your organisation or movement and a summary of your proposal in publicity and marketing materials relating to the Programme. You may be asked to participate in publicity for the Programme and asked to consent to the use of your name, and photographs/recordings of your participation in the Programme (if relevant and appropriate) in promotion and publications in any media and online. Before publication, we will take into account your concerns about confidentiality and intellectual property rights in your entry.

4.4 Any publicity which you or your partners wish to carry out in relation to the Programme must acknowledge Nesta and the Creative Industries Policy and Evidence Centre and its funders and be approved by us in advance.

5. Limitation of liability

5.1 To the extent permitted by applicable law, we will not be liable to you, your partners or anyone else in respect of any direct or indirect loss, or liability, costs claims taxes, charges or expenses, economic loss or loss of opportunity arising in connection with your Expression of Interest or full application to, and your participation in, the Programme, and/or any reliance by you on any statement made or advice given by us, our partners or contractors. If you submit any materials or items as part of your Expression of Interest or full application, you are doing so at your own risk. We give no undertakings to keep safely, maintain or return any materials or items. We do not make any warranty about the accuracy or completeness of the information provided by Nesta in connection with the Programme. Any dispute between you and/or your partners and/or any other applicant must be resolved between you and independently of Nesta.

5.2 Without prejudice to Clause 5.1, our maximum liability to you or anyone else under these terms and conditions and the Programme (including the Programme

application process) (if any) will be limited to £500. Nothing in these terms and conditions shall exclude or limit our liability for death or personal injury caused by negligence or fraudulent misrepresentation made by us.

6. Governing law and jurisdiction

These terms and conditions shall be governed by and interpreted in accordance with the laws of England and Wales and both parties hereby submit to the exclusive jurisdiction of the English courts.