

# Infuse Innovative Future Services

## Infuse Terms and conditions

These terms and conditions govern Registration for Infuse, delivered by "Nesta" (or "we") working with Cardiff University (as Y Lab), Monmouthshire County Council (MCC) and Welsh European Funding Office (WEFO). Nesta has issued a call for organisations to apply to Infuse ("the Programme"). Please read these terms and conditions carefully before submitting a registration form to join the Programme. By submitting a registration form, you accept these terms and conditions and agree to comply with them. Nesta will be treated as the lead organisation for the registration form and will be responsible for compliance with these terms and conditions by its partners, and anyone else involved in delivering The Programme.

### 1. What happens after you submit your registration form?

1.1 Following the submission deadline set out in the Infuse Registration Guidance, we will check (with Cardiff University, Monmouthshire County Council (MCC), WEFO, and our partners) any registration forms received which satisfy the eligibility criteria set out in the Infuse Registration Guidance.

1.2 We intend to inform successful applicants within 1 week of receiving your registration form. Successful applicants will be expected to meet with the programme team in the weeks following the receipt of our decision and that will mark the start of the Programme and where applicants will be expected to work cooperatively with Nesta, our partners and researchers.

1.3 The decision of Nesta, Cardiff University, MCC and our partners about eligibility; selection of successful registrants; the participants to be included in the programme; and the amount and type of support to be provided (if any) shall be final and no correspondence shall be entered into with unsuccessful applicants.

1.4 Cardiff University will be conducting a parallel programme evaluation of Infuse. We will be asking Infuse participants to participate in this evaluation anonymously, and that participation is voluntary. More information will be provided at the time of request.

1.5 You and your partners must bear any costs relating to the submission of your registration and participation in the Programme. You agree to take independent legal advice if you are concerned about these terms and conditions or your participation in the Programme.

1.6 We reserve the right to refuse to accept any registrations; to suspend or close the registration window or the Programme at any time; to vary the form and substance of the Programme 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

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registration or withdraw a place on the Programme if you or your partners are in breach of these terms and conditions, fail to participate fully in the Programme, your project is outside Nesta's charitable objectives, 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, but will not be obliged to do so.

1.7 We reserve the right to vary the Programme and these terms and conditions at any time and at our sole discretion. Variations will take effect from the date 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.

1.8 If you are unable to complete the registration process due to a disability, please let us know so that we can consider how reasonable adjustments can be made. You can call us on 0207 438 2500.

## **2. Your promises to us**

By submitting a registration for the Programme, you confirm for yourself and your partners that:

2.1 you satisfy the eligibility criteria set out in the Infuse Registration Guidance and 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;

2.2 you have provided us with all information which might reasonably be thought to be relevant or necessary for us to consider your registration;

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

2.4 In participating in the programme you are committing to tracking the number of hours that you spend working on the programme.

2.5 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 & safety and security, while attending interviews and workshops as part of the Programme;

2.6 neither you nor any of your partners has any actual or potential conflict of interest with Nesta, Cardiff University, MCC or WEFO (including with their trustees, officers or

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employees) in submitting your registration or complying with these terms and conditions and you will immediately inform us if you become aware of any such conflict of interest

### 3. Use of Information

3.1 If you apply to take part in the Programme or sign up to our newsletters, you will be asked to give us personal information such as your name, email address, occupation and other contact details such as a contact phone number.

3.2 We will use your personal information to process your registration and administer the Programme, and to send you updates and information about the Programme and to take steps that may be necessary to enter into a contract with you if you are successful.

3.4 If you sign up to receive our newsletter we use Salesforce to send these to you, please note that their servers are hosted in the USA. If you want to know more about how your information will be stored and processed, please see <https://www.salesforce.com/uk/company/privacy/>.

3.5 In using these third party platforms, we are pursuing our legitimate interest to use third party technology to achieve greater efficiency within our organisation.

3.6 We will share your personal information with Cardiff University, MCC, WEFO and other third party assessment partners (whom we will notify you of from time to time) who we are working with to run this Programme and assess the registration forms. To read Cardiff University's privacy policies please see <https://www.cardiff.ac.uk/help/privacy> and <https://www.cardiff.ac.uk/public-information/policies-and-procedures/data-protection>.  
Monmouthshire County Council's privacy notice: <https://www.monmouthshire.gov.uk/your-privacy/>  
WEFO's privacy policy is available here: <https://gov.wales/wefo-online-privacy-notice-html>

If we need to share your information with any other organisations to help us administer the Programme, we will tell you.

3.7 Any sharing of your information shall be subject to appropriate confidentiality and technical and organisational measures to keep your personal information secure.

3.8 If you are successful in your registration, we will keep your information for 6 years after the agreement we enter into with you has ended, and if you are unsuccessful, we will keep your information for 3 years after the end of the registration process, for monitoring and evaluation purposes and to tell you about future opportunities to apply for similar Programmes. If you do not want us to tell you about other Awards, please let

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us know by writing to us at 58 Victoria Embankment, London, EC4Y 0DS or emailing [info@Nesta.org.uk](mailto:info@Nesta.org.uk).

3.9 We will not use your information for any other purpose, unless you have given us consent to do so. You can withdraw your consent at any time using the contact details above.

3.10 If any information we have about you is incorrect, or out of date, please let us know and we will update our records.

3.11 If you wish to know what information we hold about you, or wish to ask us to stop using your information or have any complaint about how your information is being used, please email or write to us at the contact details above.

3.12 If you are unhappy with how we are using your information in any way, you have the right to contact the Information Commissioner Wycliffe House Water Lane Cheshire SK9 5AF.

3.13 Nesta, Cardiff University, MCC and WEFO may carry out publicity and promotion for the Programme and publish our research and evaluation in relation to the Programme, including data collected in relation to your registration, although we will not publish any confidential, sensitive or personal information without your consent. You agree that you and your partners will participate in publicity for the Programme and consent on behalf of you and your partners to the use of the names of your organisations, a summary of your registration, photographs/recordings of your participation in the Programme and data collected in relation to your registration, in promotion and publications relating to the Programme. Any publicity which you or your partners wish to carry out in relation to the Programme must acknowledge Nesta and Cardiff University, MCC and WEFO and be approved by us in advance. You or your licensors will retain all intellectual property rights in any technology or materials arising from your registration on the Programme.

#### **4. Limitation of Liability**

4.1 We will not be liable to you, your partners or anyone else in respect of any direct or indirect loss, economic loss or loss of opportunity arising as a result of your registration to the Programme, any breach by Nesta of these terms and conditions or any reliance by you on any statement made or advice given by us, our partners or contractors, or any dispute between you and your partners. We do not make any warranty about the accuracy or completeness of the information provided by Nesta about the Programme. Any dispute between you and/or your partners and/or any other applicant must be resolved between you and independently of Nesta.

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4.2 Without prejudice to Clause 4.1, our maximum liability to you or anyone else under these terms and conditions (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.

### **5. 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.