

Offshore Wind R&I Programme Scope and Guidance

This document explains the rules, conditions, and eligibility governing access to participating in EMEC's Offshore Wind Research and Innovation (R&I) Programme, sponsored by the West of Orkney Windfarm.

1 Introduction

The Offshore Wind R&I Programme is a new initiative run by the European Marine Energy Centre (EMEC), sponsored by West of Orkney Windfarm.

The R&I Programme aims to explore ways to overcome technical challenges of offshore wind, embed economic benefits in the North of Scotland and deliver offshore wind faster, cheaper and at lower risk.

The following sections cover the general rules and conditions of the calls for innovation; applicants are requested to read these rules and conditions before applying for any of the calls within this programme.

1.1 Eligibility

To be eligible to apply for individual calls under the R&I Programme, the candidate must satisfy the following requirements:

- A candidate can be a company or research institution with demonstrable skills in the relevant sector, and who wishes to submit a project proposal to the R&I programme.
- The candidate must be able to demonstrate a viable project proposal and have the expertise to complete the project.
- The proposed project and any funding provided must provide a clear and justifiable benefit to the West of Orkney Windfarm but may also have wider benefits across the offshore wind sector in the North of Scotland and beyond.
- The candidate must have a demonstrable track record of operating within the energy sector supply chain. Businesses headquartered or with an operational base in Scotland would be preferred, but this is not an essential requirement providing there is demonstrable economic or other benefit to Scotland.
- The candidate must be of good financial standing, have sufficient cashflow liquidity, be financially autonomous, and be solvent; all candidates will be subject to internal due diligence processes, more information about which is available on request.
- The candidate must be willing to engage in a contract with EMEC, if the application is successful, accepting the terms and conditions of the project funding. The candidate must not be engaged in any other financial arrangement which presents a potential conflict of interest with contractual obligations between EMEC and the candidate. All potential conflicts must be declared and approved by EMEC on a case-by-case basis.
- The candidate must be able to publicise their involvement in the programme, as required by EMEC and West of Orkney Windfarm, subject to business confidentiality on commercially sensitive information or data.

- Proposals from the local community are particularly welcome with support available to help inexperienced bidders to prepare a suitably professional application if requested.

1.2 Funding and support

Individual calls for innovation will be released with specific timeframes.

Candidates must detail the budget required for project completion and source of external funds that have already been secured. Funding intensity from the R&I Programme towards each project will be based upon the maturity of the project, the quality of the application and its relevance to the West of Orkney Windfarm. Funding intensity will range from 10% to 100% and is at the discretion of the Programme Governance Group.

A maximum of £300k is available from the R&I Programme for the first innovation call however additional funding may be made available to those with the potential to have the biggest impact on the wind farm.

The R&I Programme does not fund the candidates prior research such as model design, construction, alterations, or other activities not specifically related to the innovation call. In addition, the programme will not fund services that the wind farm can already procure from the market.

If required, EMEC can provide support to write an effective project proposal. This can be arranged through physical workshops or via online collaboration.

1.3 Additional information

From experience, EMEC expects submissions to the programme to be at varying levels of maturity and credibility. Some of the submissions might be well-developed project proposals, whilst other submissions might be less well developed, or require further evidence to support the proposal. As such, there may be a requirement to provide some funding to support the further development of a more comprehensive plan for potentially promising ideas.

2 Project application process

This section will detail all aspects of the application process relevant to the candidate. The process will be split into three distinct phases: application, development of a robust project proposal, and the pitch to the Programme Steering Committee required for successful applicants.

Stage 1 - Application

Application deadline for the first innovation call is Monday 12 February 2024.

The candidate applies for individual innovation calls by completing an online application form through the R&I Programme website before the deadline for each call. This is the only method of submission for applications, however a downloadable form is available to work on offline.

The application form will be available during the periods the calls are open; the form lists all required information and should be duly completed.

All applications will be assessed fairly and anonymously. Responses will be directed to the main candidate and will be received within ten working days of the application closure deadline.

Candidates can submit more than one application with projects that are significantly different in nature and/or address different challenge areas.

Stage 2 – Detailed project proposal

If the application is successful, the candidate will be invited to submit a detailed project proposal to demonstrate the viability of the proposed project. Feedback will be provided from assessors to incorporate into the detailed proposal. A template proposal will be made available to successful candidates and support from EMEC to complete the template will be available if required.

The proposal will include the following information:

- Detailed information relating to the project proposal.
- Background experience of the candidate demonstrating the ability to achieve project success.
- Proposed timeline for the project and any constraints known at the time of submission.
- Funding value requested.
- Details of any information required to complete the project.
- Overview of identified risks and proposed mitigations.
- CVs of personnel who will undertake the work.

Applicants will be expected to describe their commitment to sustainable business practices, net-zero, fair work, engagement with the local community and equality, diversity & inclusion.

Project proposals for the first innovation call will be submitted to EMEC by Thursday 28 March 2024, one month after notification of the application outcome. All proposals will be reviewed by EMEC, and successful applicants will be sent an invite to a pitch session, in

person, at the West of Orkney Windfarm offices in Edinburgh. This will be organised at a mutually agreed time between the candidate and Programme Steering Committee.

Stage 3 – Steering Committee pitch session

At the Steering Committee pitch session, the candidate will be asked to present their proposals to the Committee to provide a final review and approval of the application. The Steering Committee is comprised of EMEC, West of Orkney Windfarm and Shareholders.

This session will promote discussion and allow the candidate to demonstrate the benefits of their proposal to the West of Orkney Windfarm. The format will consist of a 10-minute (max) presentation followed by questions.

Final project approval will be at the discretion of the programme Governance Board and the candidate will be informed of the decision within two weeks.

Stakeholder pitch will be held at the following address:

WEST OF ORKNEY WINDFARM
32 Charlotte Square,
Edinburgh,
EH2 4ET

In exceptional circumstances, the candidate could join the Steering Committee pitch virtually via Microsoft Teams. Exceptional circumstances include illness and, weather related travel cancellations.

Stage 4 – Review and contract award

The Steering Committee shall base its decision on the following criteria:

- UK/Scottish benefit
- feasibility
- schedule
- co-financing strategy
- potential risk to reputation and assets
- impact on production/capacity factor
- community and environmental considerations

A final weighted score will be determined and used to rank applications and to make final selections for each innovation call. Subject to this approval, provisional offers will be made to successful applicants to allow the legal and contractual arrangements to begin.

The contract schedules will be bespoke and define the project specific activities, costs, and milestones.

Feedback will be given to successful and unsuccessful candidates as requested and the decision of the Steering Committee shall be final.

3 Obligations of each party

As a successful candidate you will:

- Manage the project in accordance with the contractual terms of the application as awarded by us and the supplier contract.
- Not sub-contract any of your work on the project (unless previously agreed with us).
- Inform EMEC promptly, through programme manager:
 - of any issue or material change that could affect the progress, delivery or exploitation of the project, and of any changes to your constitution, legal form, membership structure (if applicable) or ownership.
 - if you, your staff, officers or volunteers are subject to any complaint or investigation into dishonesty, fraudulent activities or business misconduct, carried out by any regulatory body or the police.
 - of any allegations, whether proven or not, of fraud, criminal convictions, bankruptcy arrangements, or disqualifications.
- Fully co-operate with us, responding to any requests for information promptly and comprehensively and allowing reasonable (audit) access to your sites and staff upon request.
- Comply with all applicable laws and regulations in carrying out your activities under this agreement.
- Have and maintain adequate procedures to manage and monitor any actual or perceived bias or conflicts of interest in any personal, business or professional activities by you or your representatives which conflict or could conflict with any of your obligations under this agreement.

3.1 Financial monitoring

All payments will be made at intervals defined in the individual project contracts. This will be based on discussion with individual projects and could be on project start, quarterly or on submission of project claims.

We will only pay your grant into your business account at a UK clearing bank or one of its subsidiary banks within the UK. You must provide evidence for each grant claim as defined within the individual contractual agreement. Individual project specific finance requirements will be discussed directly with the project prior to contractual agreement once the project is better understood.

EMEC will normally pay the grant within 30 days unless we need further information to support the claim. All Claims must be submitted or completed as draft within 30 days of the period end. EMEC does not have to pay any claim received more than 30 days after the end of the period to which it relates.

Where you use subcontractors, we reserve the right to request further information and conduct further checks. Any relationship between the funded project partner and subcontractor must be declared. The project partner must be able to demonstrate that value for money is obtained in the procurement of goods, services or works funded by the grant. The procurement process must reflect that which a participant would typically use concerning its own money, with equal, or greater, vigilance. An inferior process will not be accepted.

EMEC will not make payment for project costs that you are already in receipt of, whether from EMEC (in a separate project award) or any other funding organisation. In the event that separate funding has been awarded for costs associated with the same project deliverables it is the responsibility of you to notify EMEC and any other funding organisation. This will allow the awarding organisations to agree who should fund the relevant costs. If you are found to be claiming duplicate project costs whilst in receipt of separate funding ('double dipping') EMEC will consider terminating the project, recovering all project costs and where there is evidence of dishonesty (Fraud Act 2006), referring the matter to the Police.

3.2 Project monitoring

Throughout the term of your project, your progress will be monitored by EMEC's programme manager. Quarterly reviews will be held between EMEC and the project manager to discuss progress and review reporting/claim. A written quarterly report should be submitted to EMEC for review no later than 7 days before this scheduled monitoring meeting. Failure to deliver the quarterly report will result in temporary suspension of any grant claims until such time as suitable report has been received and discussed with the PM.

Maximum project duration is two years.

3.3 Confidentiality

EMEC has the right to request access to any additional information we feel necessary in connection with this funding. You must provide or allow access to such information within ten working days of our request. We will treat your confidential and personal information in accordance with our policies and data protection legislation.

You will acknowledge and accept fully the terms of confidentiality as defined within the individual project contract.

3.4 Access rights to information

As a general rule, the project information is the property of the candidate carrying out the work. However, in some cases EMEC will negotiate and make explicit in the contract any other terms and conditions of the project information; these will override the general rule. EMEC and the candidate must give each other, on a royalty-free and non-exclusive basis, access rights to the background information needed to implement their own work under the project.

3.5 GDPR

Data will be stored and managed in line with EMEC's privacy policy, related procedures and for the specified purpose of the project. The collected data will include, but is not limited to:

- Basic company information.
- Project proposals.
- Financial records.
- Project information, which may include IP.

The data will be shared with the programme partners including EMEC, West of Orkney Windfarm, and Shareholders and collected for the purpose of awarding or rejecting decisions related to the project.

EMEC will not collect data inappropriately, store data for longer than is required for the purpose of the project and thereafter or share data with third parties who are not related to the project.

EMEC's Privacy Policy is available on the EMEC and Offshore Wind R&I Programme websites.

3.6 Intellectual property

The ultimate goal of the programme is to facilitate innovation. EMEC regularly engages with novel technology developers and understands the need to protect Intellectual Property (IP). Non-disclosure agreements (NDAs) can be put in place on a case-by-case basis using EMEC's standard NDA.

It is not the intention of the programme to own any IP from the ideas submitted or the projects supported.

3.7 Publicity

EMEC and West of Orkney Windfarm reserve the right to publicise the outcomes of calls, including names of companies, and the outcomes of activities undertaken in the programme. Any information due to be disseminated publicly will be agreed with the candidate in advance of publicity and shall be compatible with the protection of intellectual property rights, confidentiality obligations and the legitimate interests of the owner(s) of the project information.

EMEC encourages project owners to seek publicity in respect of the programme. Should the candidate seek to do publicity about their involvement in the programme, review and approval should be sought from EMEC prior to dissemination.

3.8 Insurance

Each project may have specific requirements on amounts of minimum coverage for third party liabilities and employer's insurance; these will be stated in the contract. Any insurance policy should cover the full period of the project, from contract award to completion and be agreed by EMEC.

4 Contact Information

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