

FRAMEWORK AGREEMENT ON LOCAL DAB EXPANSION

1. Introduction

- 1.1 On 16 December 2013, DCMS, the BBC, Arqiva, and the Multiplex Operators confirmed their agreement to jointly fund the expansion costs of extending the local DAB network towards commercial ILR FM equivalence.
- 1.2 This Framework Agreement, which supersedes the MOU signed by the Parties on 11 July 2012, sets out the commitment of all the Parties to support the build out of local DAB to commercial ILR FM equivalence as set out in the local DAB expansion plan in Annexes A and B and provides for the establishment of a grant scheme by which DCMS will provide funding to the Multiplex Operators to support this objective, and the commitment of the BBC to also provide funding via expansion agreements with the Multiplex Operators.
- 1.3 Nothing in this Framework Agreement shall be construed so as to make this Framework Agreement or any part of it legally binding. The commitments will be implemented via the following agreements which will be legally binding:-
 - 1.3.1 grant agreements between Multiplex Operators and the Secretary of State – see Annex C;
 - 1.3.2 Expansion transmission agreements between the Multiplex Operators and Arqiva;
 - 1.3.3 carriage agreements between each of the Multiplex Operators and the BBC;
 - 1.3.4 expansion agreements between each of the Multiplex Operators and the BBC;
 - 1.3.5 carriage agreements between Multiplex Operators and other broadcasters.

2. The Parties

2.1. The Parties to this Framework Agreement are:

- 2.1.1. The Department for Culture, Media and Sport (“**DCMS**”) of 100 Parliament Street, London, SW1A 2BQ;

- 2.1.2. The British Broadcasting Corporation (“**the BBC**”) whose chief office is at Broadcasting House, Portland Place, London W1A 1AA;
- 2.1.3. The Office of Communications (“**Ofcom**”) whose head office is at Riverside House, 2a Southwark Bridge Road, London SE1 9HA.
- 2.1.4. Arqiva Limited (company number 02487597) (“**Arqiva**”) whose registered office is at Crawley Court, Winchester, Hampshire SO21 2QA;
- 2.1.5. The holders of certain local radio multiplex licences (complete list of company names is available on the signatories page)
 - 2.1.5.1. Bauer Digital Radio Limited
 - 2.1.5.2. C.E. Digital Limited
 - 2.1.5.3. MUXCo
 - 2.1.5.4. UTV Digital Limited
 - 2.1.5.5. Now Digital Limited
 - 2.1.5.6. Switch Digital

together (“**the Multiplex Operators**”).

3. Definitions

- 3.1. In this Framework Agreement, the following expressions have the meanings set out in this paragraph:-

“**commercial ILR FM equivalence**” means coverage on local DAB which Ofcom has assessed is broadly equivalent to the existing FM coverage of the largest local commercial radio stations in each multiplex area;

“**Expansion Plan**” means the Step 1 sites for each local DAB multiplex area, including frequency changes, site modifications, and any changes to licensed areas as set out in Ofcom’s Step 1 plan for each area (as from time to time updated by Ofcom);

“**frequency changes**” means changes to the VHF band III frequencies used by a Multiplex Operator and which are required under the Expansion Plan and set out in Annex A;

“**Grant Agreement**” means the grant agreement between the Secretary of State and Multiplex Operators, model terms of which are set out in Annex D;

“Implementation Plan” means the plan setting out, in detail, the dates and sequencing of the works to complete the Expansion Plan by the completion date set out in paragraph 4.1;

“Joint Planning for Radio Group (JPRG)” means the group established by DCMS and whose functions and terms of reference are set out at Annex E;

“local DAB multiplex area” means the area defined by Ofcom in a multiplex licence granted pursuant to Part II of the Broadcasting Act 1996;

“multiplex licences” mean licences granted by Ofcom to provide services in a designated area pursuant to Part II of the Broadcasting Act 1996;

“the Panel” means the Funding Advisory Panel established under this Framework Agreement;

“Step 1 sites” means those transmission sites as set out in Annex A to be completed under the Expansion Plan by 30th September 2016;

“Step 2 sites” means the sites listed in Annex B (which may be amended from time to time);

“site modifications” means any modification to existing broadcast transmission infrastructure that is required at an existing site as part of the Expansion Plan.

4. Timing of delivery

- 4.1. Arqiva and the multiplex operators commit to build Step 1 sites by 30th September 2016 and to complete the Step 2 sites (other than the Lincolnshire Multiplex in paragraph 4.2) no later than 12 months before any date nominated by DCMS as the nominated analogue switch-off date.
- 4.2. MUXCo (Lincolnshire) Limited commits to build all Step 2 sites for the Lincolnshire Multiplex not later than 12 months before any date nominated by DCMS as the nominated analogue switch-off date subject to having let 50% of the capacity to use BBC local services and the largest heritage independent local radio station covered by the multiplex but excluding additional services provided by MUXCo (Lincolnshire) Ltd or its members.

5. DCMS commitments

- 5.1. DCMS commits to establishing a grant scheme to support the Expansion Plan by distributing the funding confirmed by DCMS on 16 December

2013. The details of the Grant Scheme are set out in Annex C. The terms and conditions for payment made under the Grant Scheme are set out in the Model Grant Agreement at Annex D.

- 5.2. DCMS commit to providing funding to Multiplex Operators up to a maximum total of £7.75 million (seven million seven hundred and fifty thousand pounds) exclusive of VAT between the date of this Agreement and March 2017 towards the costs incurred by them pursuant to their agreements with Arqiva to complete the Expansion Plan. The DCMS funding does not include payments towards the mitigation of adjacent channel interference. In addition, DCMS may revise this figure to take account of further amendments to the Step 1 sites in Annex A which impact on the total capital requirements reported to the Panel under clause 7.2.6.
- 5.3. DCMS may make an interim payment of the grant funding, and will, in consultation with the Panel, set the maximum amount of any such interim payment within one month of the signature of this Framework Agreement.
- 5.4. If no switchover decision has been made by 5th April 2017 the Government commits to give due consideration to the provision of funding to cover additional costs of not pursuing switchover at that time.
- 5.5. DCMS commit to introduce legislation into Parliament by March 2015 to enable the renewal of multiplex licences to 2030 and to use reasonable endeavours to ensure the required legislation enters into force.

6. BBC Commitment

- 6.1 The BBC will make the following funding contributions to the cost of the works required to implement the Expansion Plan; until 31 December 2030, funding one third of all incremental costs reasonably and directly incurred by Multiplex Operators and which are payable by the Multiplex Operators to Arqiva (before the effect of the DCMS funding referred to in paragraph 5.2 is taken into account) and which arise directly as a result of the implementation of the Expansion Plan. This is subject to a cap of £7million in the period up to March 2017.

7. Commitments of the Multiplex Operators

- 7.1. Now Digital and MuxCo commit to ensuring that unlaunched multiplexes are launched in line with the requirements set out by Ofcom in correspondence.
- 7.2. Each Multiplex Operator commits to:

- 7.2.1. requesting variations to their multiplex licences which are required to fulfil the Expansion Plan;
- 7.2.2. discussing and agreeing in good faith the expansion agreements with the BBC reasonably required to give effect to the commitments set out in this Framework Agreement;
- 7.2.3. working closely with the BBC throughout discussions with Arqiva and provide the BBC with any and all information reasonably required by the BBC concerning the amounts payable for the completion of the Expansion Plan;
- 7.2.4. comply with the process set out in Annex C in order to access DCMS grant funding;
- 7.2.5. complying with the change control procedure drawn up by Ofcom to make changes to the Expansion Plan or the Step 2 sites in making any necessary changes to the Expansion Plan;
- 7.2.6. within 6 weeks of the signature of this Framework Agreement (or such other date agreed by the Panel), write to the Panel setting out details of the cost of the Expansion Plan negotiated with Arqiva with details of capital requirements and the balance of costs for all relevant sites in a format agreed in advance by the Panel.

8. Commitments of Arqiva

- 8.1. Arqiva commits to draw up and maintain an Implementation Plan, updating that Implementation Plan to reflect site and technical changes proposed by Multiplex Operators and agreed by Ofcom. Arqiva commits to circulate updates of the Implementation Plan to the Parties as changes are made.
- 8.2. Arqiva commits to bear the costs incurred in respect of the frequency changes in the Expansion Plan at those sites, in addition to the sites listed at Annex A, which Ofcom have identified as only requiring a frequency change.
- 8.3. Such costs as referred to above are limited to those purely in respect of the frequency change and not those with regard to an intentional increase in coverage (for example by increasing antenna height, changing aerial patterns or increases in power to increase coverage).
- 8.4. Arqiva commits to funding the costs of equipment to support service linking at all sites where Arqiva is also contracted to provide multiplexing services.

- 8.5. Arqiva commits to ensuring that the work is completed by 30th September 2016 (subject to any changes to the Expansion Plan agreed by JPRG), and will ensure that the project is managed as efficiently as possible. This may include undertaking work on similar projects at the same time to increase efficiency.
- 8.6. Arqiva commits to contract with Multiplex Operators to extend local DAB coverage under the Expansion Plan on the basis of information provided by Arqiva to Multiplex Operators in an open and transparent manner and will be mindful, in all contractual discussions with the Multiplex Operators of the requirements for Multiplex Operators to ensure value for money for funding under the Framework Agreement.
- 8.7. Arqiva commits to provide Multiplex Operators (and where relevant, the BBC) with all such reasonable financial, commercial and technical information as is reasonably required by the Panel or by the BBC to enable the BBC to have sufficient transparency in relation to the build out to ensure that the funds that it is providing are being used solely for the purposes of the Expansion Plan and in accordance with the terms of this Framework Agreement.

9. Commitments by Ofcom

- 9.1. Ofcom will chair the JPRG.
- 9.2. Ofcom will provide technical advice to the Panel as set out in Annex C.
- 9.3. Ofcom will consider applications for variations of multiplex licences made by the Multiplex Operators in accordance with section 54A of the Broadcasting Act 1996.





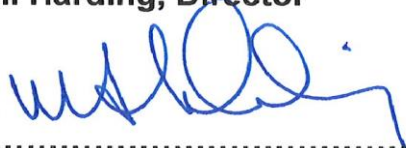


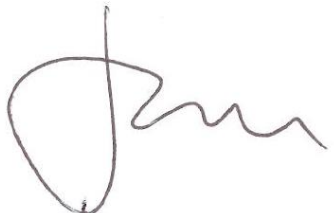

10. Value for Money

- 10.1. DCMS has considered the value for money of the funding it will provide, in the context of:-
 - 10.1.1. the final total cost of the project which is negotiated by the parties and communicated to DCMS and the Panel under paragraph 7.2.6 of this Framework Agreement,
 - 10.1.2. the cost per transmitter site; and
 - 10.1.3. the total amount of funding provided by DCMS and the value that the funding will realise.

- 10.2. The cost of the project has been benchmarked by DCMS against a suitable industry equivalent project.
- 10.3. DCMS has taken advice from an independent person regarding the value for money of the overall final deal price and has advised the Multiplex Operators whether DCMS is satisfied that the cost negotiated achieves value for money.
- 10.4. When considering individual applications for funding under Annex C, the Panel will consider whether each application reflects the cost for each transmitter which has been negotiated by the parties and confirm whether the price requested and the cost negotiated are the same or are satisfied that the differences have been explained by the applicant and are justified before advising in relation to an offer of the grant.

11. Costs

- 11.1. All relevant organisations will bear their own costs incurred in fulfilling their commitments under this Framework Agreement, except for those costs specifically covered by the Grant Scheme.

Signed by	On behalf of companies/organisation
<p>Grae Allan, DAB Radio Director</p>  <p>Digitally signed by Grae DN: cn=Grae, o=Bauer Digital Radio Ltd., ou=ALLAN, email=grae.allan@bauermedia.co.uk, c=GB Date: 2014.12.18 14:53:06 Z</p>	<p>Bauer Digital Radio Limited</p>
<p>Paul Eaton, Director</p> 	<p>Now Digital Limited Now Digital (Southern) Limited Now Digital East Midlands Limited South West Digital Radio Limited</p>
<p>Gregory Watson, Director</p> 	<p>MuxCo Lincolnshire Limited Triple MuxCo Somerset Limited MuxCo South Midlands Limited MuxCo Surrey and North Sussex Ltd MuxCo North East Wales and West Cheshire Limited MuxCo North Yorkshire Limited Muxco North Wales Ltd MuxCo Wales Limited</p>
<p>Scott Taunton Managing Director UTV Media (GB)</p> 	<p>UTV Digital (B&H) Limited UTV Digital Limited Switch Digital (London) Limited Switch Digital (Scotland) Limited</p>
<p>Will Harding, Director</p> 	<p>C.E. Digital Limited</p>
<p>Kevin Moroney, Commercial Director</p> 	<p>Arqiva Limited</p>
<p>Graham Howell, Secretary to the Corporation</p> 	<p>Ofcom</p>
<p>James Purnell, Director, Strategy and Digital</p> 	<p>BBC</p>
<p>Ian O'Neill, Head of Radio on behalf of the Secretary of State for Culture Media and Sport</p> 	<p>Department for Culture, Media and Sport (DCMS)</p>

On 19 December 2014

ANNEX A

The Step 1 sites in the Local DAB Expansion Plan are set out in this Annex. This is the baseline plan as agreed at the date of signing. The baseline plan at the date of signing may be amended in the light of later spectrum work undertaken by Ofcom and multiplex operators

Multiplex	Frequency Block	Status	Site name	Lat	Long	Site Height	ERP (dbW)	Aerial Height	NGR	Antenna PLT file name
Aberdeen	11C	Step 1 New	Redmoss	57N0645	002W0551	90	30.8	49	NJ942024	SCREENED_DIPOLES_VERC_MEASURED_330
Ayr	11B	Modification	Brown Carrick Hill	55N2436	004W4204	273	36	34	NS291162	KATDP70
Ayr	11B	Step 1 New	Girvan	55N1441	004W4857	195	33	25	NX211981	KATDP300
Berkshire & N Hampshire	12D	Modification	Coppid Beach	51N2450	000W4747	90	30	38	SU838690	COPPIDBEACH
Berkshire & N Hampshire	12D	Step 1 New	Dorking Cobbetts Lan	51N1933	000W4847	95	24.8	15	SU82845920	KDABY20
Berkshire & N Hampshire	12D	Step 1 New	Ibthorpe	51N1643	001W2922	215	26	40	SU357534	KATDP180
Berkshire & N Hampshire	12D	Step 1 New	Maidenhead	51N3258	000W4632	85	30	32	SU85008405	KATDP220
Berkshire & N Hampshire	12D	Step 1 New	Membury	51N2905	001W3333	211	30	145	SU307763	KDABY150
Berkshire & N Hampshire	12D	Step 1 New	Newbury VHF	51N2454	001W1728	130	30	32	SU494687	KATDP200
Birmingham	11C	Modification	Lichfield	52N3810	001W4533	152	34	271	SK164043	OFCOM_LICHFIELD
Birmingham	11C	Modification	Turners Hill	52N2946	002W0250	265	33	46	SO969887	TURNERS_HILL_BIRMINGHAM_ALT_MIN
Birmingham	11C	Step 1 New	Headless Cross	52N1735	001W5645	162	24.8	35	SP038661	OMNI
Birmingham	11C	Step 1 New	Sedgley Beacon	52N3251	002W0659	225	24.8	38	SO922944	KATDP310
Bournemouth	11B	Modification	St Catherine s Hill	50N4538	001W4755	42	30	38	SZ143957	STAGGERED_DIPOLES_13DB_000
Bournemouth	11B	Modification	Winterborne Sticklan	50N5042	002W1353	157	30.8	48	ST838051	WINTERBOURNE_STICKLAND
Bournemouth	11B	Step 1 New	Bincombe	50N3943	002W2639	160	30	48	SY687848	73226_BINCOMBE HILL_HELICOP
Bournemouth	11B	Step 1 New	Poole	50N4342	001W5656	64	28.5	52	SZ037921	70804_POOLE_HELICOP
Bournemouth	11B	Step 1 New	Shaftesbury	51N0130	002W1117	244	27	32	ST869251	KATDP260
Bradford & Huddersfield	11B	Step 1 New	Holme Moss	53N3201	001W5129	524	23	135	SE095041	KDABY0
Bradford & Huddersfield	11B	Step 1 New	Idle	53N4957	001W4514	215	24.8	45	SE163374	IDLE_P2
Bradford & Huddersfield	11B	Step 1 New	Luddenden	53N4314	001W5543	256	30	38	SE04802488	SCREENED_DIPOLES_VERC_MEASURED_160
Bristol & Bath	11B	Step 1 New	Backwell	51N2628	002W4325	71	24.8	32	ST498716	KATDP230
Bristol & Bath	11B	Step 1 New	Bristol Kings Weston	51N2940	002W3914	85	24.8	40	ST547775	SCREENED_DIPOLES_VERC_MEASURED_320
Bristol & Bath	11B	Step 1 New	Pur Down	51N2907	002W3347	91	30	55	ST610764	PUR_P2

Bristol & Bath	11B	Step 1 New	Siston	51N2803	002W2846	69	27.8	25	ST668744	SCREENED_DIPOLES_VERC_MEASURED_260
Cambridge	11C	Step 1 New	Cheveley	52N1248	000E2743	110	33.8	36	TL683601	KATDP330
Cambridge	11C	Step 1 New	Ely Cathedral	52N2350	000E1549	15	24.8	64	TL541801	KDABY320
Cambridge	11C	Step 1 New	Sandy Heath	52N0747	000W1433	55	30.8	100	TL204494	KDABY20
Cambridge	11C	Step 1 New	Sewards End	52N0154	000E1730	120	30	50	TL573395	KATDP290
Cornwall	11B	Modification	Caradon Hill	50N3038	004W2614	369	37	203	SX273707	CARADON_HILL_D1_LOCAL_MODIFICATION
Cornwall	11B	Modification	Redruth	50N1234	005W1420	229	37	138	SW690394	74100_REDTRUTH_HELICOP
Cornwall	11B	Step 1 New	Bude	50N4937	004W3149	47	24.8	15	SS219061	SCREENED_DIPOLES_VERC_MEASURED_245
Cornwall	11B	Step 1 New	Gulval	50N0750	005W3204	64	24.8	18	SW4752315 9	OMNI
Cornwall	11B	Step 1 New	Helston	50N0603	005W1710	67	30	41	SW651275	KATDP230
Cornwall	11B	Step 1 New	North Hessary Tor	50N3301	004W0031	510	35.1	149	SX578742	KDABY270
Cornwall	11B	Step 1 New	Penaligon Down	50N2852	004W4702	116	30.8	51	SX026683	SCREENED_DIPOLES_VERG_MEASURED_045
Cornwall	11B	Step 1 New	St Austell	50N2051	004W4805	192	29.5	47	SX008535	SCREENED_DIPOLES_VERC_MEASURED_100
Cornwall	11B	Step 1 New	St Just	50N0824	005W3956	201	28.1	37	SW382331	SCREENED_DIPOLES_VERC_MEASURED_100
Cornwall	11B	Step 1 New	St Maws WT	50N1007	005W0059	81	27	17	SW847342	KATDP270
Cornwall	11B	Step 1 New	Treencreek	50N2408	005W0318	62	27	17	SW830603	OMNI
Cornwall	11B	Step 1 New	Truro	50N1529	005W0220	59	27	37	SW835442	KATDIP0
Coventry	12D	Step 1 New	Daventry	52N1514	001W0829	199	30	100	SP587621	OFCOM_MXR_WESTMIDLANDS_DAVENTRY
Coventry	12D	Step 1 New	Hartshill Quarry	52N3224	001W3016	140	27	35	SP337937	SCREENED_DIPOLES_VERG_MEASURED_045
Coventry	12D	Step 1 New	Ilmington	52N0453	001W4255	228	33	23	SP196426	OFCOM_ILMINGTON
Coventry	12D	Step 1 New	Shilton DAB	52N2659	001W2353	106	27	27	SP410837	OFCOM_SHILTON_DAB
Derbyshire	10B	Step 1 New	Bolehill	53N0536	001W3339	305	27.8	20	SK295552	KATDIP20
Edinburgh	12D	Modification	Black Hill	55N5141	003W5227	275	33.8	153	NS828647	OFCOM_SCORE_EDINBURGH_BLACK_HILL
Edinburgh	12D	Modification	Braid Hill	55N5443	003W1205	202	30	43	NT250694	SCREENED_DIPOLES_000_VERC
Edinburgh	12D	Modification	Craigkelly	56N0417	003W1401	180	36	119	NT233872	74700_CRAIGKELLY_HELICOP
Edinburgh	12D	Step 1 New	Athelstaneford	55N5832	002W4638	175	30	19	NT51587607	KATDP170
Edinburgh	12D	Step 1 New	Earls Hill	56N0420	004W0323	407	28.7	49	NS72138846	KATDIP90
Edinburgh	12D	Step 1 New	Edinburgh SHF	55N5715	003W1124	65	24.8	40	NT258741	OMNI
Essex	12D	Modification	Bakers Wood	51N4217	000E2404	90	30	25	TL660034	KATDP300

Essex	12D	Modification	Maitland House (Sout	51N3220	000E4245	25	30	48	TQ882857	SOS1A_40
Essex	12D	Modification	Sudbury	52N0014	000E4708	69	30	86	TL913376	SCREENED_DIPOLES_VERG_MEASURED_300
Essex	12D	Step 1 New	Braintree Grid E	51N5156	000E3436	62	27	33	TL775217	KDABY350
Essex	12D	Step 1 New	Clacton	51N4813	001E0949	8	21.8	38	TM18201640	CLACTON_345
Essex	12D	Step 1 New	Great Braxted	51N4808	000E4239	81	27	47	TL87011495	STAGGERED_DIPOLES_13DB_310
Essex	12D	Step 1 New	Manningtree	51N5525	001E0510	35	24	155	TM123295	71530_MANNINGTREE_HELICOP
Essex	12D	Step 1 New	Westley Heights	51N3252	000E2518	114	20	42	TQ680860	SCREENED_DIPOLES_VERC_MEASURED_310
Exeter & Torbay	11C	Modification	Beacon Hill B	50N2648	003W3640	196	37	69	SX857620	OFCOM_NOW EX & TOR_BEACON HILL B
Exeter & Torbay	11C	Modification	Stockland Hill	50N4825	003W0620	229	37	177	ST222014	73200_STOCKLAND HILL_HELICOP
Exeter & Torbay	11C	Step 1 New	Ashburton	50N3017	003W4510	158	20	42	SX758687	OMNI
Exeter & Torbay	11C	Step 1 New	Brixham	50N2344	003W3110	52	24.8	16	SX921562	OMNI
Exeter & Torbay	11C	Step 1 New	Budleigh Salterton	50N3803	003W2117	100	27.8	18	SY043825	STAGGERED_DIPOLES_10DB_100
Exeter & Torbay	11C	Step 1 New	Kingswear (Dartmouth	50N2100	003W3352	106	26	21	SX88755115	OMNI
Exeter & Torbay	11C	Step 1 New	Sidmouth	50N4103	003W1328	115	24.8	24	SY136879	KDABY290
Exeter & Torbay	11C	Step 1 New	Tiverton	50N5411	003W3037	148	24.8	44	SS939126	KATDIP90
Glasgow	11C	Modification	Earls Hill	56N0420	004W0323	415	33	37	NS72138846	KATDIP90
Glasgow	11C	Step 1 New	Cathcart	55N4932	004W1727	67	20	70	NS566615	OMNI
Glasgow	11C	Step 1 New	Glasgow (West Centra	55N5311	004W1745	26	20	73	NS565683	OMNI
Glasgow	11C	Step 1 New	Glasgow Hilton	55N5139	004W1614	15	24.8	15	NS580654	OMNI
Glasgow	11C	Step 1 New	Millburn Muir	55N5855	004W3605	152	26	20	NS378796	SCREENED_DIPOLES_VERC_MEASURED_100
Glasgow	11C	Step 1 New	Rosneath	55N5928	004W4740	107	32.6	84	NS258811	ROSNEATH
Glasgow	11C	Step 1 New	Rothesay	55N5239	004W5956	157	30	42	NS125690	SCREENED_DIPOLES_VERC_MEASURED_140
Herefordshire & Worcestershire	12A	Step 1 New	Hereford	52N0126	002W4143	164	27.8	14	SO524364	KDABY0
Herefordshire & Worcestershire	12A	Step 1 New	Kidderminster VHF	52N2146	002W1700	84	30	44	SO808739	KATDP140
Herts, Beds & Bucks	10D	Step 1 New	Quinton	51N5307	000W5442	185	33.8	42	SP750213	KDABY130
Humberside	10D	Step 1 New	Coskills Farm	53N3441	000W2507	37	20	17	TA04771024	OMNI
Humberside	10D	Step 1 New	Driffield	54N0124	000W4025	177	27.8	32	SE870594	KDABY90
Humberside	10D	Step 1 New	Garrowby Hill	54N0003	000W4546	240	30.8	42	SE81235684	SCREENED_DIPOLES_VERG_MEASURED_180
Humberside	10D	Step 1 New	Patrington	53N4048	0	26	27.8	18	TA34522227	HASLINGDEN_12B_24-08-10_190

Humberside	10D	Step 1 New	Rawcliffe	53N4110	000W5630	4	27.8	42	SE69992163	SCREENED_DIPOLES_VERG_MEASURED_070
Humberside	10D	Step 1 New	Sculcoates	53N4511	000W2054	2	17	17	TA090298	OMNI
Humberside	10D	Step 1 New	Scunthorpe VHF	53N3419	000W4010	42	24.8	44	SE882092	KATDP90
Inverness	11B	Step 1 New	Knockmore	57N3157	003W0808	355	37	90	NJ32134970	KNOCKMORE_SHARED_FM_ANTENNA_90M_050ET N
Kent	11C	Modification	Chartham	51N1555	1E+47	69	27	51	TR103561	KATDP120
Kent	11C	Modification	Thanet	51N2136	001E2350	49	24	44	TR366678	THANET1
Kent	11C	Step 1 New	Benfleet	51N3303	000E3449	73	30.8	45	TQ790867	BENFLEET_SOUTHEND_CHELMSFORD
Kent	11C	Step 1 New	Charing Hill	51N1308	000E4845	193	33	45	TQ965504	70109_CHARING HILL
Kent	11C	Step 1 New	Creteway Down	51N0559	001E1056	164	17	45	TR22913819	KDABY250
Kent	11C	Step 1 New	Dunkirk	51N1732	000E5844	122	33	104	TR078590	SCREENED_DIPOLES_VERG_MEASURED_320
Kent	11C	Step 1 New	Etchinghill	51N0631	001E0504	174	30.8	30	TR160389	SCREENED_DIPOLES_VERG_MEASURED_000
Kent	11C	Step 1 New	St Marks	51N0650	000E1532	155	20	24	TQ582374	KDABY10
Kent	11C	Step 1 New	Swingate	51N0819	001E2012	123	26	104	TR33454298	STAGGERED_DIPOLES_13DB_320
Kent	11C	Step 1 New	Turnpike Hill	51N0407	001E0418	1	20	22	TR153344	KDABY10
Kent	11C	Step 1 New	Wrotham	51N1913	000E1715	219	33	158	TQ595604	WROTHAM
Lancashire	12A	Modification	Pendle Forest	53N5030	002W1603	273	34.8	38	SD825384	70302_PENDLE FOREST_HELICOP
Lancashire	12A	Modification	Winter Hill	53N3730	002W3056	438	34.8	126	SD660144	SCREENED_DIPOLES_VERG_MEASURED_300
Lancashire	12A	Step 1 New	Darwen	53N4147	002W2637	261	27.8	45	SD70832233	DARWEN_V1
Lancashire	12A	Step 1 New	Warbreck	53N5011	003W0211	17	27.8	48	SD319383	OFCOM_WARBRECK
Leicester	11B	Modification	Copt Oak	52N4232	001W1712	240	33.2	29	SK483126	OFCOM_NDEM LEICESTER_COPT OAK
Leicester	11B	Step 1 New	Bardon Hill	52N4252	001W1908	271	27.8	25	SK46131318	KATDP240
Leicester	11B	Step 1 New	Leicester Cardinal	52N3813	001W0736	57	24.8	95	SK592047	OMNI
Leicester	11B	Step 1 New	Shepshed Nook	52N4602	001W1636	82	27.8	39	SK48871908	KATDP70
Leicester	11B	Step 1 New	Waltham	52N4804	000W4805	133	28.1	233	SK809233	SCREENED_DIPOLES_VERG_MEASURED_200
Lincolnshire	12A	Step 1 New	Grantham Barracks	52N5402	000W3625	127	27.8	45	SK938346	KATDP300
Liverpool	10C	Modification	St Johns Beacon	53N2420	002W5856	10	29.3	127	SJ348903	OFCOM_EMAP LIVERPOOL_ST JOHNS BEACON
Liverpool	10C	Step 1 New	Moel y Parc	53N1314	003W1854	340	30.8	120	SJ123701	OFCOM_MXR NORTH WEST_MOEL Y PARC
Liverpool	10C	Step 1 New	Winter Hill	53N3730	002W3056	438	34.8	40	SD660144	KDABY260
London 2	12A	Step 1 New	Croydon	51N2435	000W0510	114	24.8	128	TQ332696	L3_CR
Manchester	12C	Modification	Sutton Common	53N1220	002W0606	401	30	58	SJ933676	OFCOM_MXR NORTH WEST_SUTTON COMMON

Manchester	12C	Modification	Winter Hill	53N3730	002W3056	438	33	126	SD660144	CE_MANCHESTER_YAGIS_126M_WINTER HILL
Manchester	12C	Step 1 New	Littleborough	53N3845	002W0438	229	27.8	40	SD950166	KATDP240
Manchester	12C	Step 1 New	Saddleworth	53N3230	002W0116	347	27.8	40	SD987050	SADDLEWORTH_V1
Mid & West Wales	12D	Step 1 New	Carmarthen	51N5203	004W1828	137	27.8	31	SN412213	SCREENED_DIPOLES_VERG_MEASURED_160
Mid & West Wales	12D	Step 1 New	Fishguard	52N0047	004W5951	122	30	26	SM94433915	SCREENED_DIPOLES_VERC_MEASURED_150
Mid & West Wales	12D	Step 1 New	Mynydd Sylen	51N4503	004W0915	279	30.8	45	SN514080	KATDP240
Mid & West Wales	12D	Step 1 New	Blaen Plwyf	52N2138	004W0611	177	37	125	SN569757	73500_BLAENPLWYF_HELICOP
NE Wales & W Cheshire	10D	Step 1 New	Llangollen VHF	53N0150	003W1051	556	37	65	SJ209488	KATDIP80
Norfolk	10B	Modification	Stoke Holy Cross	52N3431	001E1946	66	30.4	102	TG257027	STOKE_HOLY_CROSS_DIPOLES_YAGIS
Norfolk	10B	Step 1 New	Daffy Green	52N3907	000E5221	85	30	50	TF944099	OMNI
Norfolk	10B	Step 1 New	Diss	52N2222	001E0620	28	24.8	16	TM115795	SCREENED_DIPOLES_VERG_MEASURED_000
Norfolk	10B	Step 1 New	Hinkling Stubb Rd	52N4442	001E3457	2	20	15	TG419224	OMNI
Norfolk	10B	Step 1 New	Martham Collins Lane	52N4243	001E4002	21	20	17	TG478190	OMNI
Norfolk	10B	Step 1 New	North Walsham	52N4935	001E2253	27	18.5	22	TG279308	OMNI
Norfolk	10B	Step 1 New	Norwich Central	52N3823	001E1818	38	24.8	19	TG237098	SCREENED_DIPOLES_VERG_MEASURED_240
North Devon	10C	Step 1 New	Braunton	51N0641	004W0910	95	24.8	18	SS494369	KATDP270
North Devon	10C	Step 1 New	Ilfracombe	51N1153	004W0818	203	24.8	45	SS507465	KDABY150
North West Wales	12D	Step 1 New	Gwaenysgor	53N1927	003W2314	226	28.1	44	SJ077817	SCREENED_DIPOLES_VERG_MEASURED_320
North West Wales	10D	Step 1 New	Holyhead South Stack	53N1823	004W4101	135	30	25	SH21298222	KDABY120
North West Wales	10D	Step 1 New	Llanddona	53N1825	004W0741	146	36.7	91	SH583810	D1_LLANDDONA_HELI
North West Wales	10D	Step 1 New	Nebo S	53N2324	004W1803	160	27	46	SH471906	KATDP300
North West Wales	12D	Step 1 New	Penmaen Rhos	53N1710	003W4110	127	27.8	31	SH877779	KATDP300
North Yorkshire	10C	Step 1 New	Olivers Mount	54N1602	000W2417	152	33	29	TA040869	OLI_P
Northamptonshire	10C	Step 1 New	Ecton Hall Estate	52N1604	000W4651	103	24.8	29	SP833640	SCREENED_DIPOLES_VERG_MEASURED_340
Northamptonshire	10C	Step 1 New	Irthlingborough Rd	52N1750	000W4028	43	24.8	60	SP90466740	KATDP0
Northamptonshire	10C	Step 1 New	Towcester Potcote Fa	52N0957	001W0145	160	24	18	SP665524	KDABY120
Northern Ireland	12D	Modification	Londonderry	55N0011	007W2211	175	38	122	NV568808	73001_LONDONDERRY
Northern Ireland	12D	Modification	Strabane	54N4752	007W2326	274	35.2	231	NV537581	STRABANE_12D_MODIFIED
Northern Ireland	12D	Step 1 New	Armagh	54N2030	006W3753	114	37	46	NV991039	KATDIP30
Northern Ireland	12D	Step 1 New	Camlough	54N0933	006W2309	340	34.8	40	SB138826	CAMLUGH_SCREENED_DIPOLES_VERC

Northern Ireland	12D	Step 1 New	Newcastle	54N1212	005W5453	251	33	42	SB448857	KATDIP20
Nottingham	12C	Step 1 New	Home Farm	53N0350	001W1551	180	27.8	17	SK49415205	KATDP250
Oxfordshire	10B	Step 1 New	Over Norton	51N5705	001W3307	207	24.8	27	SP309282	KATDP240
Oxfordshire	10B	Step 1 New	Woodcote	51N3137	001W0408	183	27.8	20	SU647813	SCREENED_DIPOLES_VERC_MEASURED_300
Peterborough	12D	Modification	Hinchingbrooke	52N1953	000W1203	25	27.8	40	TL227719	HINCHINGBROOKE_LOCAL
Peterborough	12D	Step 1 New	Bourne South Fen	52N4542	000W2118	4	27	15	TF11101945	KATDP0
Peterborough	12D	Step 1 New	Chatteris(E)	52N2719	0	1	27.8	23	TL387861	KATDP305
Peterborough	12D	Step 1 New	Fulney VHF	52N4733	000W0726	4	30.8	32	TF266233	STAGGERED_DIPOLES-LOZENGE_30
Peterborough	12D	Step 1 New	Holbeach	52N4901	0	1	24.8	20	TF364263	CARD-90
Peterborough	12D	Step 1 New	Peterborough Stoke D	52N2833	000W2953	50	27.8	15	TL021875	KATDP90
Peterborough	12D	Step 1 New	Stamford Old Quarry	52N3936	000W2941	58	30.8	32	TF01890804	KDABY140
Peterborough	12D	Step 1 New	Wisbech(E)	52N3919	000E0936	4	24.8	36	TF462086	KATDP200
Plymouth	12D	Step 1 New	Ivybridge	50N2205	003W5535	143	24.8	33	SX631538	KATDIP0
Plymouth	12D	Step 1 New	Kingsbridge	50N1626	003W4747	94	23	51	SX721431	KATDIP90
Plymouth	12D	Step 1 New	North Hessary Tor	50N3301	004W0031	510	35.1	149	SX578742	KDABY270
Plymouth	12D	Step 1 New	Poron	50N2112	004W1437	107	26	30	SX405528	PORON_YAGIS
Somerset	10B	Step 1 New	Coker Hill	50N5501	002W4200	134	33	23	ST509133	COKER_HILL_YAGIS_23M_12B_23-09-10
Somerset	10B	Step 1 New	Egford Hill	51N1350	002W2022	134	24.8	22	ST764480	SCREENED_DIPOLES_VERC_MEASURED_090
South East Wales	12C	Modification	Mendip	51N1412	002W3733	302	31.8	-50	ST564488	OFCOM_MXR SEVERN ESTRY_MENDIP
South East Wales	12C	Step 1 New	Aberdare	51N4207	003W2357	282	25.6	0	SO034013	OFCOM_MXR SEVERN ESTRY_ABERDARE
South East Wales	12C	Step 1 New	Abergavenny	51N4825	003W0553	436	25.6	0	SO244126	ABERGAVENNY
South East Wales	12C	Step 1 New	Abertillery	51N4254	003W0729	387	27.8	45	SO22440237	KATDP250
South East Wales	12C	Step 1 New	Ebbw Vale	51N4617	003W1313	442	25.6	0	SO159088	OFCOM_MXR SEVERN ESTRY_EBBW VALE
South East Wales	12C	Step 1 New	Heolgerrig	51N4422	003W2515	451	30	24	SO020055	SCREENED_DIPOLES_VERG_MEASURED_330
South East Wales	12C	Step 1 New	Mynydd Machan	51N3612	003W0724	368	26	17	ST223900	KATDP140
South East Wales	12C	Step 1 New	Pontllanfriath	51N3758	003W0906	369	27.8	34	ST20419334	SCREENED_DIPOLES_VERC_MEASURED_315
South East Wales	12C	Step 1 New	Pontypool	51N4110	003W0209	250	27	36	ST28479905	KDABY20
South East Wales	12C	Step 1 New	Rhondda A	51N3802	003W2739	316	27.8	52	SS99009381	BBC_RHONDDA_WARWICK
South East Wales	12C	Step 1 New	Rhymney	51N4350	003W1556	419	27	42	SO12740430	BBC_RHYMNEY_WARWICK
South East Wales	12C	Step 1 New	Wenvoe	51N2735	003W1657	129	36	0	ST110742	SE_WENV_PAT

South Hampshire	11C	Modification	Chillerton Down	50N3857	001W1946	166	37	214	SZ475835	OFCOM_DIGITAL1 NETWORK_CHILLERTON DOWN
South Hampshire	11C	Modification	Crabwood Farm	51N0347	001W2138	158	31.8	40	SU449295	CRAB
South Hampshire	11C	Modification	Portsdown Hill	50N5112	001W0324	91	27	35	SU665064	PORTSDOWN_HILL
South Hampshire	11C	Modification	The Trundle	50N5334	000W4521	190	26	24	SU876111	OFCOM_NOWDIGITAL HANTS_THE TRUNDLE
South Hampshire	11C	Modification	Toot Hill	50N5740	001W2717	84	30	63	SU384181	OFCOM_NOWDIGITAL HANTS_TOOT HILL
South Hampshire	11C	Step 1 New	Freeth Allotments	50N5238	001W1640	50	27.8	24	SU50880888	KATDP0
South Hampshire	11C	Step 1 New	Ventnor	50N3606	001W1201	229	24.8	44	SZ567783	VENTNOR_OFFSET_DIPOLES
South Yorkshire	11C	Modification	Clifton	53N2726	001W1317	138	30	48	SK518959	OFCOM_EMAP SOUTH YORKS_CLIFTON
South Yorkshire	11C	Step 1 New	Clarborough	53N2045	000W5313	62	30.8	26	SK74208383	KATDP200
South Yorkshire	11C	Step 1 New	Hallam Castings	53N3658	000W5652	1	27.8	24	SE69741377	SCREENED_DIPOLES_VERG_MEASURED_230
Stoke-on-Trent	12D	Step 1 New	Mow Cop	53N0659	002W1244	314	33	32	SJ859577	MOW_COP_STANDOFF_275_CLIMBABLE
Stoke-on-Trent	12D	Step 1 New	Staffordshire_HQ_ST F	52N5228	002W0833	113	24.8	48	SJ905308	KATDP340
Suffolk	10C	Step 1 New	Aldeburgh	52N1050	001E3414	15	27.8	50	TM44175960	ALDEBURGH_V1
Suffolk	10C	Step 1 New	Blythburgh	52N1840	001E3556	22	27.8	30	TM45367423	KATDP340
Suffolk	10C	Step 1 New	Felixstowe Walton Av	51N5707	001E1957	2	27.8	25	TM29053340	STAGGERED_DIPOLES_13DB_310
Suffolk	10C	Step 1 New	Puttocks Hill	52N1730	000E4643	63	33	51	TL896696	POTTOCKS_HILL
Suffolk	10C	Step 1 New	Sudbury	52N0014	000E4708	69	33.8	86	TL913376	SCREENED_DIPOLES_VERG_MEASURED_300
Surrey	10C	Step 1 New	Dorking	51N1313	000W1313	127	23	0	TQ169482	DORKING_5_ELEMENT_YAGI_10DEG
Surrey	10C	Step 1 New	Woldingham	51N1645	000W0051	265	27.8	32	TQ386552	KATDP230
Sussex	10B	Modification	Burton Down	50N5433	000W3744	245	29.3	46	SU965131	SCREENED_DIPOLES_VERG_MEASURED_180
Sussex	10B	Modification	Eastbourne	50N4552	000E1719	11	24	32	TV615986	KDABY340
Sussex	10B	Modification	Findon	50N5112	000W2437	124	24.5	35	TQ120072	OFCOM_NOWDIGITAL SUSS_FINDON
Sussex	10B	Modification	Hastings	50N5140	000E3359	75	29.6	46	TQ807100	OFCOM_NOWDIGITAL SUSS_HASTINGS
Sussex	10B	Modification	Newhaven	50N4714	0	82	27	51	TQ435006	CARD-350
Sussex	10B	Modification	Whitehawk	50N4929	000W0647	121	30	39	TQ330045	OFCOM_NOWDIGITAL SUSS_WHITEHAWK HILL
Sussex	10B	Step 1 New	Crawley	51N0733	000W1005	70	27	35	TQ28333794	KATDP240
Sussex	10B	Step 1 New	Heathfield	50N5834	000E1345	157	33	78	TQ566220	73900_HEATHFIELD_HELICOP
Sussex	10B	Step 1 New	Horsham	51N0352	000W1923	51	24.8	30	TQ176308	KATDIP0
Sussex	10B	Step 1 New	Midhurst	51N0102	000W4204	189	27.8	60	SU912250	SCREENED_DIPOLES_VERG_MEASURED_180

Sussex	10B	Step 1 New	Rye	50N5646	000E4233	55	23	18	TQ90401980	OMNI
Sussex	10B	Step 1 New	Truleigh Hill	50N5255	000W1531	211	32.6	45	TQ226106	SCREENED_DIPOLES_VERC_MEASURED_000
Swansea	12A	Modification	Carmel	51N4905	004W0403	259	33	117	SN576153	71900_CARMEL_HELICOP
Swindon	11C	Modification	Blunsdon	51N3631	001W4742	148	34	37	SU143900	BLUN_P3
Swindon	11C	Modification	Marlborough	51N2504	001W4203	191	26	44	SU209688	OFCOM_NOWSWINDON_MARLBOROUGH
Swindon	11C	Step 1 New	Cirencester UHF	51N4500	001W5944	184	27.8	35	SP004057	KATDP150
Swindon	11C	Step 1 New	Malmesbury	51N3511	002W0543	76	24.8	15	ST935875	OMNI
Teesside	11B	Modification	Eston Nab	54N3321	001W0718	241	36	37	NZ569182	ESTON_NAB_BBC_AS_BUILT
Teesside	11B	Step 1 New	Ashbourne House	54N2011	001W2338	101	24.8	22	SE39499359	KATDP320
Teesside	11B	Step 1 New	Bilsdale	54N2130	001W0902	381	33	223	SE553962	KDABY0
Teesside	11B	Step 1 New	Job Hill	54N4229	001W4353	182	24.8	27	NZ174348	KATDP100
Teesside	11B	Step 1 New	Romaldkirk	54N3536	002W0230	354	30	25	NY974220	KATDP40
Tyne & Wear	11C	Modification	Burnhope	54N4916	001W4255	240	37	232	NZ184474	OFCOM_MXR NORTH EAST_BURNHOPE
Tyne & Wear	11C	Step 1 New	Durham	54N4630	001W3528	100	20	25	NZ264423	OMNI
Tyne & Wear	11C	Step 1 New	Felling	54N5654	001W3414	85	20	52	NZ276616	OMNI
Tyne & Wear	11C	Step 1 New	Kenton	55N0003	001W4001	120	20	12	NZ214674	OMNI
Tyne & Wear	11C	Step 1 New	Morpeth	55N1021	001W3933	50	30.4	50	NZ21818645	KATDP270
Tyne & Wear	11C	Step 1 New	Newton	54N5856	001W5643	165	27.8	43	NZ036653	KDABY270
Tyne & Wear	11C	Step 1 New	Shilbottle	55N2200	001W4201	170	30	30	NU191081	OFCOM_MXR NORTH EAST_SHILBOTTLE
Tyne & Wear	11C	Step 1 New	Shotleyfield	54N5225	001W5401	200	27.8	40	NZ065532	OMNI
Tyne & Wear	11C	Step 1 New	Sunderland	54N5337	001W2150	10	29	38	NZ40935560	SUNDERLAND_STANDOFF_270_CLIMBABLE
Tyne & Wear	11C	Step 1 New	Weardale	54N4429	001W5746	404	30	42	NZ02543846	WEARDALE
Tyne & Wear	11C	Step 1 New	Whitley Bay	55N0206	001W2714	40	20	23	NZ350713	OMNI
West & South Wiltshire	10D	Step 1 New	Westwood	51N2010	002W1551	87	30	48	ST817597	KATDP120
Wolverhampton & Shropshire	11B	Modification	The Wrekin	52N4013	002W3306	388	33	48	SJ628082	72100_THE WREKIN_HELICOP
Wolverhampton & Shropshire	11B	Modification	Turners Hill	52N2946	002W0255	269	36	40	SO968887	OFCOM_NOWWOLVERHAMPTON_TURNERS HILL
Wolverhampton & Shropshire	11B	Step 1 New	Hazler Hill	52N3153	002W4724	344	28.1	17	SO46459288	SCREENED_DIPOLES_VERC_MEASURED_310
Wolverhampton & Shropshire	11B	Step 1 New	Market Drayton	52N5415	002W2937	100	24.8	23	SJ669342	OMNI
Wolverhampton & Shropshire	11B	Step 1 New	Pye Green BT	52N4341	002W0115	227	27.8	40	SJ987145	KDABY240
Wolverhampton & Shropshire	11B	Step 1 New	Rhosfach Farm	52N5243	003W0532	305	28.1	20	SJ266318	SCREENED_DIPOLES_VERC_MEASURED_120

Annex B – Local DAB expansion Step 2 sites

Under paragraph 4.1 of this Agreement, the relevant multiplex operators commit to complete the Step 2 sites (no later than 12 months before any date nominated by DCMS as the nominated analogue switch-off date. The sites in the Lincolnshire Multiplex are subject to paragraph 4.2 of this agreement.

Multiplex	Frequency Block	Status	Site name	Lat	Long	Site Height	ERP (dbW)	Aerial Height	NGR	Antenna PLT file name
Aberdeen	11C	Step 2	Peterhead	57N2949	001W4859	46	24.8	35	NK111452	KDABY60
Inverness	11B	Step 2	Grantown			381	30.8	30	NJ003267	BBC_GRANTOWN_WARWICK
Inverness	11B	Step 2	Rumster Forest			221	40	156	ND197385	RUMSTER_FINAL_154M
Inverness	11B	Step 2	Thurso			40	28.1	21	ND119673	SCREENED_DIPOLES_VERG_MEASURED_000
Lincolnshire	12A	Step 2	Boston Wyberton	52N5745	000W0055	3	30.8	27	TF33354240	KATDP315
Lincolnshire	12A	Step 2	Gainsborough Carr La	53N2317	000W4628	3	27.8	25	SK81608861	STAGGERED_DIPOLES_10DB_060
Lincolnshire	12A	Step 2	Scunthorpe VHF	53N3419	000W4010	42	30.8	44	SE882092	KATDP90
Lincolnshire	12A	Step 2	Skegness Candlesbury	53N1131	000E1040	60	30.8	22	TF45646830	SCREENED_DIPOLES_VERG_MEASURED_140
Northern Ireland	12D	Step 2	Cookstown Centre			78	24.8	13	NV940380	SCREENED_DIPOLES_VERG_MEASURED_270
Northern Ireland	12D	Step 2	Enniskillen			61	27	26	NV336106	OMNI
Northern Ireland	12D	Step 2	Larne			111	23	22	NW54586	KATDP230
Northern Ireland	12D	Step 2	Maddybenny More			84	31.8	74	NW027971	KATDP170
Northern Ireland	12D	Step 2	Newtonards			38	24.8	11	NW624278	KDABY270
Northern Ireland	12D	Step 2	Tully Quarry			208	17.8	17	NW310573	KATDP300
Northern Ireland	12D	Step 2	Whitehead			61	24.8	13	NW615472	SCREENED_DIPOLES_VERG_MEASURED_270
North West Wales	10D	Step 2	Deiniolean			327	24.8	40	SH576621	KATDP225
Tayside	11B	Step 2	Ardovie Quarry			130	30	25	NO590580	SCREENED_DIPOLES_VERG_MEASURED_000
Tayside	11B	Step 2	Tay Bridge			100	27.8	51	NO430728	KATDP340

Annex C – Funding Advisory Panel and Grant Scheme

Funding Advisory Panel – Role and Terms of Reference

- 1.1. The Funding Advisory Panel's ("the Panel") objective is to advise the Secretary of State on whether applications for funding made by Multiplex Operators are compatible with the terms of this Framework Agreement.
- 1.2. Members of the Panel will include DCMS (as Chair), the BBC, and Ofcom.
- 1.3. The Panel may consult the Adjudicator-BTS.
- 1.4. The Panel's role is to:
 - 1.4.1. develop, and advise multiplex operators about, the timetable for them to submit stage 1 applications based on the timings in the implementation plan associated with the Expansion Plan and from time to time review the timetable to reflect changes made to the Implementation Plan;
 - 1.4.2. scrutinise and advise on the approval of stage 1 applications and – in providing that advice – advise as to whether all technical plans and proposed expansion agreements with Arqiva meet the requirements set out in the Expansion Plan, or that variation to the requirements of the Expansion Plan in its reasonable view, are fully justified; if the Panel considers the application is defective, it will liaise with the applicant to ensure it has the relevant information to advise the Secretary of State and the BBC;
 - 1.4.3. provide advice to the BBC that the application meets the requirements of this Framework Agreement;
 - 1.4.4. review stage 2 applications for drawdown of funding in accordance with the conditions as set out in the Grant Agreement between the Secretary of State and individual Multiplex Operators;
 - 1.4.5. ensure that the process for considering applications supports the completion of the Expansion Plan by 30th September 2016;
 - 1.4.6. provide advice acting reasonably and in good faith.
- 1.5. In this paragraph, "Adjudicator-BTS" means the person or persons appointed by Ofcom under the terms of the undertakings given by Arqiva and the Macquarie Funds pursuant to section 82 of the Enterprise Act 2002 on 11 March 2008.
- 1.6. The role of Ofcom, as a member of the Panel, will be to advise the other

members of the Panel of the compatibility of an application with the Expansion Plan and to provide advice on the status of multiplex licences technical plans and any pending applications to vary multiplex licences. Ofcom's role will not include taking any decisions as to whether an application for funding should be approved or whether drawdown of funds should take place.

2. Secretariat and costs

- 2.1. The Secretariat will provide advice and support to the Panel on all applications for funding made under this Agreement.
- 2.2. DCMS will provide, separate to this Agreement, the necessary funding for administrative costs of the Panel and a Secretariat.
- 2.3. All applications for DCMS grant funding must be made to the Panel Secretariat following an invitation by the Panel .

3. Review

- 3.1. Advice given by the Panel to DCMS and the BBC is final, subject to paragraph 3.2.
- 3.2. If the Multiplex Operator considers that the Panel has made a material error in its advice, or has failed to act reasonably and in good faith it may ask the Panel to review its advice.
- 3.3. The Panel may revise its advice in the light of having considered information provided by the Multiplex Operator in paragraph 3.2.

4. Confidentiality

- 4.1 Except to the extent set out in this paragraph or where disclosure is expressly permitted by the Grant Agreement, each party shall:
 - 4.1.1 treat the disclosing party's confidential information as confidential and keep it in secure custody;
 - 4.1.2 not disclose any other party's confidential information to any other person except as expressly set out in the Grant Agreement or without obtaining the owner's prior written consent.
- 4.2 The Panel may disclose the confidential information of the Multiplex Operators if required to do so by law, (including, but not limited to the Freedom of Information Act 2001 to which the Secretary of State, Ofcom and BBC are subject).

- 4.3 If the members of the Panel are required by law to make a disclosure of confidential information, the Panel members will inform the relevant Multiplex Operator of the circumstances of the required disclosure including the relevant law and/or regulatory body requiring such disclosure and will give the Multiplex Operator concerned a chance to make representations regarding that confidential information.
- 4.4 “confidential information” means
- 4.4.1 information that relates to the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of either party;
 - 4.4.2 other information provided by either party pursuant to or in anticipation of this Framework Agreement or the Grant Agreement that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential (whether or not it is so marked) which comes (or has come) to the party receiving confidential information’s attention or into the party receiving confidential information’s possession in connection with this Framework Agreement or the Grant Agreement.

Grant Applications: Process

5. Applications for Grant Payments

- 5.1. Multiplex Operators may (only when invited to do so by the Panel) make an application to the Panel for Stage 1 approval.
- 5.2. The Panel will consider applications for retrospective Stage 1 approval after the commencement of works provided these meet all other requirements of this Agreement.
- 5.3. An application for Stage 1 approval must set out the following minimum required information:-
- 5.3.1. details of all sites in the local DAB multiplex area where the work will take place, broken down into new build, modified sites and frequency changes;
 - 5.3.2. details of the works required to achieve the specification set out on page 5 of the Ofcom document describing the predicted coverage of the relevant multiplex licence for mid-2016;
 - 5.3.3. the planned timings for the work at the sites and a likely completion date along with details of delivery risks and mitigation;
 - 5.3.4. the price negotiated with Arqiva for Network Access and Managed

Transmission Services including the amount of upfront funding payable in respect of Managed Transmission Services;

5.3.5. details of the Expansion Transmission Agreement negotiated with Arqiva for Network Access, Managed Transmission Services and other related services;

5.3.6. the amount of Grant Funding required to reflect the proportion of up front Managed Transmission Services costs which may be claimed by the Multiplex Operator;

5.3.7. a statement that the amounts claimed are consistent with the final price notified to the Panel at the conclusion of the negotiations. Where there are any changes resulting from a change in specifications for sites included in the Expansion Plan at Annex A, the Multiplex Operator must explain what those changes are, and how the final amount claimed is consistent with the final negotiated price;

5.3.8. a statement that the Multiplex Operator wishes to claim an interim payment in respect of their elements of the Expansion Plan;

5.3.9. details of the agreed BBC expansion agreements.

5.4. The Panel will advise the Secretary of State as to whether the application meets all the requirements in this Framework Agreement.

6. Application for the Drawdown of Funding

6.1. The Multiplex Operators must comply with their Grant Agreement in requesting the payment of DCMS grant funding.

7. Release of Funding

7.1. DCMS grant funding will be paid in accordance with the Grant Agreement as set out in Annex D

Annex D – Model Grant Agreement

SECRETARY OF STATE FOR CULTURE, MEDIA AND SPORT

GRANT AGREEMENT – LOCAL DAB EXPANSION

BETWEEN

(A) The Secretary of State for Culture, Media and Sport (“the Secretary of State”), Department for Culture, Media and Sport, (“DCMS”) 4th Floor, 100 Parliament Street, London, SW1A 2BQ; and

(B) [Name, registered address (“the Grant Recipient”)].

IT IS AGREED

1.1 This Grant Agreement sets out the terms and conditions under which the Secretary of State will pay a Grant to the Grant Recipient for the Purpose set out in clause 3.1.

1.2 The Term of this Grant Agreement runs until 31st March 2021.

INTERPRETATION

2.1 In this Grant Agreement, the following phrases have the meaning given in this clause:-

“**Acceptance Test**” means tests conducted by the Transmission Provider (acting reasonably) to verify that such broadcast infrastructure is fit for its purpose and capable of meeting the applicable engineering performance standards;

“**Certificate of Performance**” means the certificate provided by the Transmission Provider to the Grant Recipient as evidence that the Acceptance Tests have been completed satisfactorily and the equipment is ready for service;

“commercial ILR FM equivalence” means coverage on local DAB which Ofcom has assessed is broadly equivalent to the existing FM coverage of the largest local commercial radio stations in each multiplex area;

“Expansion Plan” means the Step 1 sites for each local DAB multiplex licence area, including frequency changes, site modifications, and any changes to licensed areas as set out in Ofcom’s Step 1 plan for each area (as from time to time updated by Ofcom);

“expansion transmission agreement” means the contract between the Transmission Provider and the Grant Recipient for the provision of broadcast transmission services including but not limited to the provision of base station equipment, antennas and electricity;

“Framework Agreement” means the non-binding Framework Agreement signed by the Secretary of State, Multiplex Operators, the Transmission Provider, the BBC and Ofcom on [date];

“Implementation Plan” means the plan setting out, in detail, the dates and sequencing of the works to complete the Expansion Plan by the completion date set out in paragraph 4.1 of the Framework Agreement;

“Joint Planning for Radio Group (JPRG)” means the group established by DCMS and whose functions and terms of reference are set out at Annex E of the Framework Agreement;

“local DAB multiplex area” means the area defined by Ofcom in the multiplex licence granted pursuant to Part II of the Broadcasting Act 1996;

“multiplex licences” mean licences (at that time in force) granted by Ofcom to provide services in a designated area pursuant to Part II of the Broadcasting Act 1996;

“the Panel” means the Funding Advisory Panel established under the Framework Agreement dated [date];

“**ready for service**” means the date on which the Transmission Provider completes the relevant Step 1 site and every part thereof has successfully passed the Acceptance Tests;

“**Transmission Provider**” means Arqiva Limited [\[add registered address\]](#)

PART 1: PURPOSE AND APPLICATION OF GRANT

Purpose of Grant

- 3.1 The Purpose of the Grant is to provide funding towards the costs incurred by the Grant Recipient in implementing the Expansion Plan in each local DAB multiplex area for which he holds a multiplex licence as set out in Annex A (“the Works”) (“the Purpose”).
- 3.2 The Grant shall be used solely for the Purpose and shall not be applied other than in accordance with the terms of this Grant Agreement.
- 3.3 Annex A may be amended to add additional local DAB multiplex areas and transmitter sites by agreement between the Secretary of State and Grant Recipient.

Requirements on the Grant Recipient

- 4.1 The Grant Recipient shall during the Term:-
 - 4.1.1 make reasonable endeavours to
 - 4.1.1.1 conclude an appropriate expansion transmission agreement with the Transmission Provider within one month of the date of this Grant Agreement, to undertake the Works to a timetable set out in the Expansion Plan, and
 - 4.1.1.2 to conclude such further agreements as may be required with the Transmission Provider within one month of any change to Annex A to add further local DAB multiplex areas;

4.1.2 if an application has not already been made to Ofcom, apply to Ofcom to request the variation of each relevant multiplex licence in order to reflect the changes to each relevant transmission network included in the Works and as required by the Expansion Plan to:-

4.1.2.1 redefine the local DAB multiplex area; and

4.1.2.2 to vary the transmission frequency;

4.1.3 consent to any other variation of each relevant multiplex licence to incorporate the changes to the technical plan as required by the Expansion Plan;

4.1.4 operate each of the licensed services in accordance with the relevant multiplex licence;

4.1.5 not to charge content providers sums which would result in the double recovery of any proportion of the Grant or the BBC funding;

4.1.6 make reasonable endeavours to ensure that all sites in each local DAB multiplex area set out in Annex A are completed and transmissions commence in accordance with the dates in Annex A for completion and advise the Panel, in a timely fashion, of any changes to sites.

4.2 The Grant Recipient shall, in complying with the Grant Agreement, ensure that it complies with all relevant statutory requirements, law and regulations of the United Kingdom, including in particular relevant health and safety law, public procurement rules and law prohibiting any form of discrimination.

PART 2: GRANT PROCEDURES

Amount of Grant funding

5.1 The Grant amount for each relevant multiplex licence is set out in Annex A. That total amount is broken down by transmitter site.

5.2 The Grant Recipient shall provide the Secretary of State (via the Panel) (in a timely fashion) with details of any change to either the Transmission Provider charges or the amount of up-front managed transmission services costs when compared to the charges or costs communicated to the Panel pursuant to paragraph 7.2.6 of the Framework Agreement.

Application for drawdown of Grant funding – Interim payments

6.1 An interim payment is paid in relation to expenditure incurred by the Transmission Provider in relation to the completion of the Expansion Plan in the local DAB multiplex area listed in Annex A.

6.2 The interim payment shall be no more than [x% figure to be set in accordance with clause 5.3 of the Framework Agreement] of upfront managed transmission services costs, and the amount of that interim payment is set out in Annex A.

6.3 If:-

6.3.1 the Grant Recipient requested an interim payment during the stage 1 approval process;

6.3.2 the Grant Recipient has provided evidence to the Secretary of State (via the Panel) that a relevant expansion transmission agreement has been signed between the Grant Recipient and Transmission Provider relating to the completion of the Expansion Plan (in relation to each local DAB multiplex area listed in Annex A);

6.3.3 the Grant Recipient has sent evidence that goods and/or services have been received or provided by the Transmission Provider (such as a proforma invoice) to the Secretary of State (via the Panel), and

6.3.4 the Grant Recipient has provided evidence to the Secretary of State (via the Panel) that the carriage agreements have been signed between the Grant Recipient and the BBC,

then the Secretary of State shall approve the release of the interim payment.

- 6.4 The Secretary of State will pay the interim payment to the Grant Recipient within 20 days of his approval for payment being given.
- 6.5 In this clause, “the Local DAB Grant Scheme Guidelines” means the Guidelines published by the Panel to assist the Grant Recipient in making its application for the Grant.

Application for drawdown of Grant funding – final payments

- 7.1 Subject to any agreed interim payments, the applicable proportion of the total Grant funding will not be paid until the Works on each site identified in Annex A have been completed and the relevant transmitter site is ready for service.
- 7.2 The Grant Recipient shall apply to the Secretary of State (via the Panel) for payment of the relevant proportion of the Grant when a transmitter site listed in Annex A is ready for service. The Grant Recipient shall include the following information in that application:-
- 7.2.1 evidence to show that the amount of Grant claimed is properly incurred expenditure (such as invoices from the Transmission Provider);
 - 7.2.2 evidence that the Works have been completed (such as a completion certificate or Certificate of Performance from the Transmission Provider) (which includes technical as-built details);
 - 7.2.3 when applying for the drawdown relating to the first transmitter site to be completed, a statement explaining how clause 4.1.5 has been complied with (such as reference to a pricing policy or contracts with current broadcasters carried on the multiplex);
 - 7.2.4 details of any technical variation between the site design at the time of the Grant application and the site design as-built.
- 7.3 The Grant Recipient will, on request, provide any additional information as the Secretary of State (acting reasonably) considers reasonable in order to approve the payment of the Grant.

- 7.4 The Secretary of State will pay the relevant proportion of the Grant to the Grant Recipient within 20 days of his approval for payment being given.
- 7.5 Any payments made by the Secretary of State under this Grant Agreement are paid exclusive of VAT. For the avoidance of doubt, this Agreement does not constitute a contract for goods or services.

Variation

- 8.1 The parties may agree to vary the terms and conditions of this Grant Agreement. No variation shall be effective unless agreed in writing (including by electronic communication) by a duly authorised representative of each of the parties. Variations shall include any variation, supplement, deletion or replacement to or of these terms and conditions.

PART 3 - REPORTING, ACCOUNTS AND AUDIT

Reporting and accountability

- 9.1 The Grant Recipient shall, prior to the signature of this Grant Agreement appoint a person to be responsible to the Secretary of State for the proper disbursement of each Grant. In particular that person shall:-
- 9.1.1 ensure that the Grant is used for the Purpose;
 - 9.1.2 be responsible for ensuring that proper accounting records relating to the use of the Grant are maintained showing the receipt and onward payment of the Grant.
- 9.2 The Grant Recipient shall:
- 9.2.1 maintain and operate effective monitoring and financial management systems in respect of the Grant;
 - 9.2.2 keep an appropriate record of all expenditure funded partly or wholly by the Grant, and retain all accounting records relating to this Grant Agreement for not less than 6 years from the date of this Grant Agreement.

Audit

10.1 The Secretary of State, acting by itself or through its agents (including officers of the National Audit Office), shall have the right (exercised reasonably) during the Term, to assess compliance by the Grant Recipient with the Grant Recipient's obligations under this Grant Agreement, including for the following purposes:

10.1.1 to verify the Grant amounts are properly incurred;

10.1.2 to verify the Grant Recipient's compliance with this Grant Agreement;

10.1.3 to obtain such information as is necessary to fulfil the Secretary of State's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;

10.1.4 to review any books of account and the internal contract management accounts kept by the Grant Recipient in connection with this Grant Agreement;

10.1.5 to carry out the Secretary of State's internal and statutory audits and to prepare, examine and/or certify the Secretary of State's annual and interim reports and accounts;

10.1.6 to enable the National Audit Office to carry out an examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Secretary of State has used his resources.

10.2 The Secretary of State shall during each audit comply with those security, sites, systems and facilities operating procedures of the Grant Recipient that the Secretary of State (or his agents) deems reasonable and use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Grant Recipient.

- 10.3 Subject to the Secretary of State's obligations of confidentiality, the Grant Recipient shall on demand provide the Secretary of State and the agents with all reasonable cooperation and assistance in relation to each audit, including:
- 10.3.1 all information requested by the Secretary of State within the permitted scope of the audit;
 - 10.3.2 access to the Grant Recipient's systems; and
 - 10.3.3 access to the Grant Recipient's personnel.
- 10.4 The Secretary of State shall endeavour to (but is not obliged to) provide at least 15 working days' notice of its intention to conduct an audit.
- 10.5 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause.

Notices

- 11.1 All notices, invoices and other communications relating to this Grant Agreement shall be in writing and in English and shall be served by a Party on the other Party addressed to the person notified in accordance with this Clause or if there has been no such notification at its address shown at the head of this Grant Agreement.
- 11.2. Notices delivered hereunder shall be deemed to be delivered:
- 11.2.1 if sent by hand, upon receipt;
 - 11.2.2 if sent by pre-paid registered first class post (providing it is not returned as undelivered to the sender), two (2) Working Days after posting.
- 11.3 Notices for the attention of the Secretary of State or DCMS shall be addressed to:

Deputy Director,
Media Team
Department of Culture, Media and Sport,
4th Floor,
100 Parliament Street,
London, SW1A 2BQ.

- 11.4 Notices for the attention of the Grant Recipient shall be addressed to:
[Name, address of Grant Recipient]

Termination and repayment of Grant

- 12.1 The Grant is awarded at the discretion of the Secretary of State acting reasonably and in good faith, and in accordance with the terms of this Agreement.
- 12.2 Any Grant that has been paid (or such lesser amount as the Secretary of State may determine, acting reasonably and in good faith) shall become immediately repayable if the Grant Recipient commits a material breach of the terms and conditions of this Grant Agreement during the Term in particular the delivery obligations in clause 4 or if the Grant Recipient has his licence revoked by Ofcom for material breach of conditions which relate to the Expansion Plan.
- 12.3 The Secretary of State will give notice of any requirement to repay any relevant Grant, or element thereof; such notice will permit the Grant Recipient a minimum of 30 days (or such reasonable alternative period as agreed by the Secretary of State) within which to remedy any breach which has led to the requirement for such repayment.
- 12.4 The Secretary of State may vary or withhold any or all payments of Grant and/or require repayment of Grant already paid, together with interest from the date of payment, if it is required to do so as a result of a decision by the European Commission or as a result of any obligation arising under EU law.

PART 4: DISPUTES

Disputes

- 13.1 The Parties shall attempt in good faith to negotiate the settlement of any dispute between them arising out of or in connection with this Grant Agreement without undue delay.
- 13.2 Parties shall use reasonable endeavours to resolve any issues concerning this Grant Agreement between the person nominated under clause 9 and the Deputy Director, Media Team. If escalation becomes necessary, the Parties shall use reasonable endeavours to minimise the level of escalation so far as reasonably practicable.

PART 5: MISCELLANEOUS

Freedom of Information

- 14.1 The Grant Recipient acknowledges that the Secretary of State and the BBC are subject to the Freedom of Information Act 2000 ("FOIA") and agrees to assist and co-operate with the Secretary of State and (where relevant) the BBC, to enable them to comply with their obligations under the FOIA.
- 14.2 The Grant Recipient acknowledges that acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice (the "Code") on the discharge of public authorities' functions under Part 1 of the FOIA (issued under section 45 of the FOIA, November 2004), the Secretary of State may be obliged under the FOIA or the Environmental Information Regulations 2004 to disclose information:
- 14.2.1 without consulting the Grant Recipient; or
 - 14.2.2 following consultation with the Grant Recipient and having taken the Grant Recipient's views into account,

provided always that where this clause applies the Secretary of State will take reasonable steps, where appropriate, to give the Grant Recipient advance notice. In the event that the Secretary of State is unable to give advance notice, the Secretary of State will draw the disclosure to the Grant Recipient's attention as soon as possible after any such disclosure.

- 14.3 Without prejudice to clause 14.2, the Grant Recipient shall cooperate with the Secretary of State in the event that it is consulted regarding the proposed disclosure of information relating to this Grant Agreement, or the local DAB expansion scheme.
- 14.4 The Secretary of State shall consider the application of exemptions to the information which he holds. These exemptions may include (but are not limited to) sections 41, 42 and 43 FOIA which relate to information given in confidence, legal advice, and commercially sensitive information. The application of the public interest test to those exemptions is for the Secretary of State but the Secretary of State shall act reasonably and in good faith in applying the test to those exemptions and will give the Grant Recipient the opportunity to make representations where possible.

Confidentiality

- 15.1 Except to the extent set out in this Clause 15 or where disclosure is expressly permitted elsewhere in this Grant Agreement, each party shall:
- 15.1.1 treat the disclosing party's confidential information as confidential and keep it in secure custody;
- 15.1.2 not disclose the other party's confidential information to any other person except members of the Panel, or as expressly set out in this Grant Agreement or without obtaining the owner's prior written consent.
- 15.2 The party receiving confidential information shall be entitled to disclose the confidential information of the disclosing party where:
- 15.2.1 the party receiving confidential information is required to disclose the confidential information by law, (including, but not limited to the Freedom of Information Act 2001 addressed in Clause 14 above);
- 15.2.2 the need for such disclosure arises out of or in connection with:

- 15.2.2.1 any legal challenge or potential legal challenge against the Secretary of State arising out of or in connection with this Grant Agreement;
 - 15.2.2.1 the examination and certification of the Secretary of State's accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Secretary of State has used his resources; or
 - 15.2.2.2 the conduct of a central Government body review in respect of this Grant Agreement.
- 15.3 If the party receiving confidential information is required by law to make a disclosure of confidential information, the party receiving confidential information shall as soon as reasonably practicable and to the extent permitted by law notify the disclosing party of the full circumstances of the required disclosure including the relevant law and/or regulatory body requiring such disclosure and the confidential information to which such disclosure would apply and impose confidentiality obligations on the receiving party where it is possible to do so.
- 15.4 The Secretary of State may disclose the confidential information of the Grant Recipient:
 - 15.4.1 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
 - 15.4.2 to the extent that the Secretary of State (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
 - 15.4.3 on a confidential basis for the purpose of the exercise of its rights under this Agreement, including the audit provisions in Clause 10.
- 15.5 In this Clause, “confidential information” means:

15.5.1 information that relates to the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of either party;

15.5.2 other information provided by either party pursuant to or in anticipation of this Agreement that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential (whether or not it is so marked) which comes (or has come) to the party receiving confidential information's attention or into the party receiving confidential information's possession in connection with this Grant Agreement.

Publicity

16.1 Neither the Secretary of State nor the Grant Recipient shall issue any publicity relating to the Grant except in a form to be agreed in advance with the Secretary of State.

Losses, gifts and *ex gratia* payments

17.1 The Grant Recipient shall not, without the Secretary of State's approval (and where necessary the approval of the Treasury) make novel or contentious payments or gifts from this Grant. These include any payment which is likely to cause embarrassment to and/or repercussions for the Secretary of State and/or the Government or may result in unusual or over-generous conditions of service, such as excessive severance packages. If the Grant Recipient is in any doubt about the regularity or propriety of any payment, they shall consult the Secretary of State for advice before making the payment.

Fraud and corruption

18.1 The Grant Recipient shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this Grant Agreement or for showing or refraining from showing favour or disfavour to any person in relation to this Grant Agreement.

18.2 The Grant Recipient shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by its staff (including its shareholders, members and directors) in connection with this Grant Agreement and shall

notify the Secretary of State immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

- 18.3 If the Grant Recipient engages in conduct prohibited by this Clause or commits fraud in relation to this Grant Agreement or any other contract with the Crown, the Secretary of State may terminate this Grant Agreement and recover from the Grant Recipient any Grant which has been paid pursuant to this Grant Agreement.

Contracts – Rights of Third Parties

- 19.1 This Grant Agreement does not and is not intended to confer any contractual benefit on any person who is not a party pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

Partnership or joint venture

- 20.1 This Grant Agreement shall not create any partnership or joint venture between the Secretary of State and the Grant Recipient, nor any relationship of principal and agent, nor authorise either party to make or enter into any commitments for or on behalf of the other party.

Assignment

- 21.1 The Grant Recipient shall not assign, novate, create a charge of the benefit of, otherwise dispose of or create any trust in relation to any or all of its rights and obligations under this Grant Agreement without the prior written consent of the Secretary of State (such consent not to be unreasonably withheld).

Waiver

- 22.1 The rights and remedies provided by this Grant Agreement may be waived only in writing by an authorised representative of both Parties in a manner that expressly states that a waiver is intended, and such waiver shall only be operative with regard to the specific circumstances referred to.
- 22.2 Unless a right or remedy of a Party is expressed to be an exclusive right or remedy, the exercise of it by a Party is without prejudice to that Party's other rights and remedies. Any failure to exercise or any delay in exercising a right or remedy by either Party shall not constitute a waiver of that right or remedy or of any other rights or remedies.

22.3 The rights and remedies provided by this Grant Agreement are cumulative and, unless otherwise provided in this Grant Agreement, are not exclusive of any right or remedy provided at law or in equity or otherwise under this Grant Agreement.

Severability

23.1 If any provision of this Grant Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed without effect to the remaining provisions, and the Parties shall cooperate in order to agree alternative terms in order to give effect to the intention of this Grant Agreement.

Entire agreement

24.1 This Grant Agreement, including the documents referred to in it, sets out the entire agreement between the Parties. They replace all previous negotiations, agreements, understandings and representations between the Parties, whether oral or in writing. Each Party agrees that it is not entering into the Grant Agreement as a result of any representations made to it by the other.

Governing law and jurisdiction

25.1 This Grant Agreement shall be subject to and construed in accordance with English Law and subject to the exclusive jurisdiction of the courts of England and Wales.

Signature Name in Block Capitals Status of Signatory Date

(on behalf of the Secretary of State for Culture, Media and Sport)

(on behalf of [redacted])

ANNEX A

[To mirror include the Grant Application form.

It will include the information on the sites, what works need to be done, the MTS costs, the amount of grant claimed, the net TBC, the amount of any interim payment and projected start/finish dates for Works etc].

Annex E - JPRG 2014-2016: Terms of Reference

1. Functions and role

- 1.1. Production of the Implementation Plan and technical plans for the continuing expansion of DAB coverage, and forum for discussing any technical or editorial/policy issues which arise from the implementation of the plans.

2. Structure

- 2.1. JPRG Steering Board and a sub-group, the JPRG Technical Group, reporting to the Steering Board.

3. Steering Board

- 3.1. The Steering Board will include one representative from each of the following:

Ofcom (chair);

DCMS;

BBC;

Digital One;

Now Digital;

Bauer Digital Radio;

CE Digital;

UTV Digital/Switch Digital;

Folder Media;

Arqiva.

- 3.2. The functions of the JPRG Steering Board are;

- 3.2.1. Discussion of the Implementation Plan and technical plans to ensure they are consistent with this Framework Agreement,

- 3.2.2. Discussion of editorial/policy issues arising from the implementation of the technical plans,

- 3.2.3. Discussion of technical issues arising from the Implementation Plan, advised as appropriate by the JPRG Technical Group,

- 3.2.4. Dealing with requests for significant change to the Implementation Plan where Ofcom believes such a discussion is appropriate.

- 3.3. The Quorum of the Steering Board shall be four, with at least one being the Chair, one from the BBC, one from Arqiva/Now Digital/Digital One, and

one from any of Bauer Digital Radio, CE Digital, UTV/Switch Digital or Folder Media. Others may attend Steering Board meetings, at Ofcom's discretion.

4. Technical Group

- 4.1. The technical group will include at least one representative from each of the following: Ofcom (chair); BBC; Digital One/Now Digital; Arqiva; VDL; and one representative from any of Bauer Digital Radio, CE Digital, UTV/Switch or Folder Media.
- 4.2. The functions of the technical group are:
 - 4.2.1. Discuss technical issues arising from the implementation of the technical plans (e.g. ACI).
 - 4.2.2. Conduct frequency planning work and coverage validation tests, as appropriate, to support the development of the technical roll-out plans.
 - 4.2.3. Establish and maintain the technical planning transmission and receiver parameter assumptions used to determine DAB coverage.
 - 4.2.4. Provide technical support for international negotiations for frequency use, as required.
 - 4.2.5. The Quorum of the Technical Group shall be four, with at least one being the Chair, one from the BBC, one from Arqiva, and one from any of Bauer Digital Radio, CE Digital, UTV/Switch Digital or Folder Media. Others may attend Technical Group meetings, at Ofcom's discretion.

5. Operation of the JPRG

- 5.1. Ofcom will schedule meetings of the Steering Board and Technical Group

6. Costs

- 6.1. All parties will bear their own costs associated with their involvement in the JPRG.