

TERMS AND CONDITIONS

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1. DEFINITIONS AND INTERPRETATION

1.1. Where they appear in this Grant Agreement:

Agreed Outputs means the agreed outputs and long term outcomes of the Funded Activities described in **Error! Reference source not found.** (Agreed Outputs and Long Term Outcomes);

Annex means the annexes attached to the Grant Funding Letter which form part of the Grant Agreement;

Asset means any asset that is purchased or developed using the Grant including equipment and fixed assets;

Authority Personal Data means any Personal Data supplied for the purposes of, or in connection with, the Grant Agreement by the Authority to the Grant Recipient;

Background IPRs means any and all IPRs that subsist in IPR Materials and other items which are:

- (a) owned by or licensed to a Party prior to the Commencement Date; or
- (b) developed by or on behalf of a Party during the Funding Period but not in connection with the Funded Activities;

Bribery Act means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning this legislation;

Change of Control means the sale of all or substantially all the assets of a Party; any merger, consolidation or acquisition of a party with, by or into another corporation, entity or person, or any change in the ownership of more than fifty percent (50%) of the voting capital stock of a party in one or more related transaction;

Code of Conduct means the Code of Conduct for Recipients of Government General Grants published by the Cabinet Office in November 2018 which is available (at the Commencement Date) at https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/754555/2018-11-06_Code_of_Conduct_for_Grant_Recipients.pdf, including any subsequent updates from time to time;

Commencement Date means the date on which the Grant Agreement comes into effect, which shall be the start date of the Grant Funding Period;

Confidential Information means any information (however conveyed, recorded or preserved) disclosed by a Party or its personnel to another Party (and/or that Party's personnel) whether before or after the date of the Grant Agreement, including:

- (a) any information that ought reasonably to be considered to be confidential (whether or not it is so marked) relating to:
 - (i) the business, affairs, customers, clients, suppliers or plans of the disclosing Party; and
 - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party;
- (b) any information developed by the Parties in the course of delivering the Funded Activities;

- (c) the Authority Personal Data; and
- (d) any information derived from any of the above,

but not including:

- (e) information which:
 - (i) was public knowledge at the time of disclosure (otherwise than by breach of paragraph **Error! Reference source not found.** of this Grant Agreement;
 - (ii) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
 - (iii) is received from a Third Party (who lawfully acquired it) without restriction as to its disclosure; or
 - (iv) is independently developed without access to the Confidential Information; and
- (f) the content of the Grant Agreement, save in respect of any information which is exempt from disclosure under the Information Acts;

Contracting Authority means any contracting authority (other than the Authority) as defined in regulation 3 of the Public Contracts Regulations 2015 (as amended);

Crown Body means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

Data Protection Legislation means (i) the GDPR; (ii) the Data Protection Act 2018 to the extent that it relates to the processing of Personal Data and privacy; and (iii) all applicable Law relating to the processing of Personal Data and privacy;

Domestic Law means an applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation which replaces EU law as a consequence of the UK leaving the European Union;

Duplicate Funding means funding provided by a Third Party to the Grant Recipient which is for the same purpose as the Grant, but has not been declared to the Authority;

EIR means the Environmental Information Regulations 2004;

Eligible Expenditure means the payments made by the Grant Recipient during the Funding Period for the purposes of delivering the Funded Activities which comply in all respects with the eligibility rules set out in paragraph **Error! Reference source not found.** of this 0;

Escalation Contact means the escalation contact appointed by the Authority or the Grant Recipient (as the case may be), which at the Commencement Date shall be the individuals listed as such in the Grant Funding Letter;

Event of Default means any of the events or circumstances set out in paragraph **Error! Reference source not found.**;

Financial Year means from 1 April to 31 March;

FOIA means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

Funded Activities means the activities described in the Grant Funding Letter and in **Error! Reference source not found.** (Funded Activities);

Funding Period means the period for which the Grant is awarded as set out in the Grant Funding Letter;

General Data Protection Regulation and GDPR means Regulation (EU) 2016/679;

Government Functional Standard 6 means the Government Functional Standard for General Grants, Standard 6 (Grant Agreements) published by the Cabinet Office in December 2016 which is available (at the Commencement Date) at https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/722200/Grants-Standard-SIX-Grant-Agreements.pdf, including any subsequent updates from time to time;

Grant means the sum or sums the Authority will pay to the Grant Recipient up to the amount set out in the Grant Funding Letter, in accordance with paragraph **Error! Reference source not found.** of this 0 and subject to the provisions set out at paragraph **Error! Reference source not found.**

Grant Agreement has the meaning given in the Grant Funding Letter;

Grant Claim means a request submitted by the Grant Recipient to the Authority for payment of the Grant;

Grant Funding Letter means the letter from the Authority to the Grant Recipient to which this document is annexed;

Grant Manager means the individual who has been nominated by the Authority to be the day-to-day point of contact for the Grant Recipient in relation to the Grant;

HRA means the Human Rights Act 1998 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

Ineligible Expenditure means expenditure incurred by the Grant Recipient which is not Eligible Expenditure as set out in paragraph **Error! Reference source not found.** of this 0;

Information Acts means the Data Protection Legislation, FOIA and the EIR, as amended from time to time;

Intellectual Property Rights or IPRs means copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions semiconductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and any modifications, amendments, updates and new releases of the same and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Instalment Period means the intervals set out in the Payment Schedule when the Authority will release payment of the Grant to the Grant Recipient during the Funding Period;

IP Completion Day has the meaning given to it in the European Union (Withdrawal) Act 2018;

IPR Material means all material produced by the Grant Recipient or its Representatives during the Funding Period (including but not limited to, materials expressed in any form of report, database, design, document, technology, information, know how, system or process);

Law mean any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation;

Losses means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise;

Match Funding means any contribution to the Funded Activities from a Third Party to the Grant Recipient to meet the balance of the Eligible Expenditure not supported by the Grant;

Maximum Sum means the maximum amount of the Grant stated in the Grant Funding Letter;

Party means the Authority or Grant Recipient and **Parties** shall be each Party together;

Payment Schedule means the schedule for payment of the Grant to the Grant Recipient as set out in the Grant Funding Letter;

Personal Data has the meaning given to it in the Data Protection Legislation as amended from time to time;

Procurement Regulations means the Public Contracts Regulations 2015, Concession Contracts Regulations 2016, Defence Security Public Contracts Regulations 2011 and the Utilities and Contracts Regulations 2016 together with their amendments, updates and replacements from time to time;

Prohibited Act means:

- (g) directly or indirectly offering, giving or agreeing to give to any servant of the Authority or the Crown any gift or consideration of any kind as an inducement or reward for:
 - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Grant Agreement; and/or
 - (ii) showing or not showing favour or disfavour to any person in relation to the Grant Agreement;
- (h) committing any offence:
 - (i) under the Bribery Act;
 - (ii) under legislation creating offences in respect of fraudulent acts; and/or
 - (iii) at common law in respect of fraudulent acts in relation to the Grant Agreement; and/or
- (i) defrauding or attempting to defraud or conspiring to defraud the Authority or the Crown;

Project Representative means the representative appointed by the Grant Recipient, which at the Commencement Date shall be the individual listed as such in the Grant Funding Letter;

Publication means any announcement, comment or publication of any publicity material by the Grant Recipient concerning the Funded Activities or the Authority;

Representative means any of the Parties' duly authorised directors, employees, officers, agents, professional advisors and consultants;

Special Payments means ex gratia expenditure by the Grant Recipient to a third party where no legal obligation exists for the payment and/or other extra-contractual expenditure, including out-of-court settlements, compensation or additional severance payments to the Grant Recipient's employees;

State Aid Law means the law embodied in Articles 107- 109 of the Treaty for the Functioning of the European Union and any related legislation adopted by the Council, European Parliament and/or the Commission (including implementing legislation) decisions and communications to the extent it applied or continues to apply at any time in the United Kingdom;

Third Party means any person or organisation other than the Grant Recipient or the Authority;

Trade and Cooperation Agreement means the Trade and Cooperation Agreement between the European Union and the European Atomic Energy Community, of the one part, and the United Kingdom of Great Britain and Northern Ireland, of the other part (as that agreement is modified or supplemented from time to time in accordance with any provision of it or of any other future relationship agreement);

Unspent Monies means any monies paid to the Grant Recipient in advance of its Eligible Expenditure, which remains unspent and uncommitted at the end of the Financial Year or the Funding Period (as the case may be), or because of termination or breach of this Grant Agreement;

VAT means value added tax chargeable in the UK; and

Working Day means any day other than a Saturday, Sunday or public holiday in England and Wales.

1.2. In this Grant Agreement, unless the context otherwise requires:

- 1.2.1. the singular includes the plural and vice versa;
- 1.2.2. reference to a gender includes the other gender and the neuter;
- 1.2.3. references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
- 1.2.4. a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- 1.2.5. any reference in these Conditions which immediately before IP Completion Day was a reference to (as it has effect from time to time):
- 1.2.6. any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area ("EEA") agreement ("EU References") which forms part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
- 1.2.7. any EU institution or EU authority or other such EU body shall be read on and after IP Completion Day as a reference to the UK institution, authority or body to which its functions were transferred;

- 1.2.8. the words "including", "other", "in particular", "for example" and similar words will not limit the generality of the preceding words and will be construed as if they were immediately followed by the words "without limitation"; and
 - 1.2.9. the headings in this Grant Agreement are for ease of reference only and will not affect the interpretation or construction of this Grant Agreement.
- 1.3. Where there is any conflict between the documents that make up this Grant Agreement the conflict shall be resolved in accordance with the following order of precedence:
- 1.3.1. the Grant Funding Letter;
 - 1.3.2. this 0 (Terms and Conditions);
 - 1.3.3. the remaining Annexes to this Grant Agreement with the exception of **Error! Reference source not found.** (the Grant Application);
 - 1.3.4. **Error! Reference source not found.** (the Grant Application); and
 - 1.3.5. any other documents incorporated by reference in, or developed in accordance with, this Grant Agreement.

2. DURATION AND PURPOSE OF THE GRANT

- 2.1. This Grant Agreement will subsist for the duration of the Funding Period unless terminated earlier in accordance with its terms.
- 2.2. The Grant Recipient shall use the Grant solely for the delivery of the Funded Activities. The Grant Recipient may not make any changes to the Funded Activities.
- 2.3. The Authority may make changes to the Funded Activities (including changing the amount of the Grant and/or the scope of the Funded Activities) by providing reasonable written notice to the Grant Recipient.

3. PAYMENT OF GRANT

- 3.1. Subject to the remainder of this paragraph **Error! Reference source not found.** the Authority shall pay the Grant to the Grant Recipient:
 - 3.1.1. up to the maximum amount stated in the Grant Funding Letter;
 - 3.1.2. in pound sterling (GBP) and into a bank located in the UK, save that where it is more efficient to pay the Grant in a foreign currency, the Authority may choose to do so at its sole discretion (in which case the Grant amount will be for the sum agreed in GBP as at the Commencement Date); and
 - 3.1.3. in respect of Eligible Expenditure only.
- 3.2. The Grant Recipient will provide the Authority with such evidence as it may reasonably require (including receipts, invoices and other documentary evidence) that Grant Claims relate to costs which constitute Eligible Expenditure.
- 3.3. The Grant Recipient shall notify the Authority of any Match Funding which is or has been applied for (or which the Grant Recipient intends to apply for), approved or offered, before the Commencement Date and during the Funding Period. Such notification shall be made before receiving or using such Match Funding and shall include the amount, purpose and source of the proposed Match Funding.

- 3.4. Upon receipt of the Grant Recipient's notice under paragraph **Error! Reference source not found.**, the Authority shall notify the Grant Recipient that (at its sole discretion) it either agrees to or refuses the Grant Recipient's acceptance of the Match Funding.
- 3.5. If the Authority agrees to the Grant Recipient's acceptance of Match Funding under paragraph **Error! Reference source not found.**, the Grant Recipient may take receipt of the relevant Match Funding. In such circumstances, the Grant Recipient shall provide the Authority with a detailed summary of the Match Funding received, including the amount of Match Funding, the use of such Match Funding and such other information as the Authority may reasonably require.
- 3.6. If the Authority refuses the Grant Recipient's acceptance of the Match Funding under paragraph **Error! Reference source not found.**, the Grant Recipient shall not accept or use the Match Funding.
- 3.7. The Grant Recipient agrees that it will not apply for or obtain Duplicate Funding in respect of any part of the Funded Activities which have been paid for in full using the Grant. The Authority may refer the Grant Recipient to the police should it dishonestly and intentionally obtain Duplicate Funding for the Funded Activities;
- 3.8. The Authority will not make the first payment of the Grant and/or any subsequent payments of the Grant unless and until the Authority is satisfied that:
 - 3.8.1. the Grant Recipient has used the Grant payment for Eligible Expenditure only; and
 - 3.8.2. if applicable, any grant payments provided by the Authority to the Grant Recipient prior to the first payment of the Grant to fund activities broadly equivalent to the Funded Activities (including under a previous grant agreement) have been used for their intended purpose or repaid to the Authority.
- 3.9. The Grant Recipient shall promptly notify and repay immediately to the Authority any money incorrectly paid to it either as a result of an administrative error or otherwise. Any sum which falls due under this paragraph **Error! Reference source not found.** shall fall due immediately. If the Grant Recipient fails to repay the due sum immediately (or within any other timeframe specified by the Authority) the sum will be recoverable summarily as a civil debt.

4. **GRANT CLAIM PROCEDURE**

- 4.1. The Authority reserves the right not to pay any Grant Claims not submitted within the period set out in the Grant Funding Letter and/or which are incomplete, incorrect or submitted without the full supporting documentation (including such documentation as may be reasonably requested by the Authority).
- 4.2. The Authority shall bear no responsibility for paying any Third Parties with whom the Grant Recipient enters into contracts in connection with the Funded Activities.
- 4.3. The Grant Recipient shall not retain any Unspent Monies without the Authority's prior written consent. If at the end of any Financial Year there are Unspent Monies, the Grant Recipient shall repay such Unspent Monies to the Authority no later than 30 days following the Authority's request for repayment.

5. **ELIGIBLE AND INELIGIBLE EXPENDITURE**

- 5.1. The Authority will only pay the Grant in respect of Eligible Expenditure incurred by the Grant Recipient to deliver the Funded Activities and the Grant Recipient will use the Grant solely for delivery of the Funded Activities.
- 5.2. The following costs/payments will be classified as Eligible Expenditure if incurred for the purposes of the Funded Activities:

- 5.2.1. fees charged or to be charged to the Grant Recipient by the external auditors/accountants for reporting/certifying that the grant paid was applied for its intended purposes;
 - 5.2.2. giving evidence to Parliamentary Select Committees;
 - 5.2.3. attending meetings with government ministers or civil servants to discuss the progress of a taxpayer funded grant scheme;
 - 5.2.4. responding to public consultations, where the topic is relevant to the objectives of the Funded Activities (but Eligible Expenditure does not include the Grant Recipient spending the Grant on lobbying other people to respond to any such consultation (unless explicitly permitted in this Grant Agreement));
 - 5.2.5. providing independent, evidence-based policy recommendations to local government, departments or government ministers, where that is the objective of a taxpayer funded grant scheme, for example, 'What Works Centres'; and
 - 5.2.6. providing independent evidence-based advice to local or national government as part of the general policy debate, where that is in line with the objectives of the Grant.
- 5.3. For the purposes of any Grant which, in the opinion of the Grant Manager, constitutes a government research grant (including, for example, those awarded to the National Academies), the following shall be deemed to be Eligible Expenditure:
- 5.3.1. publishing and publicising the results of research paid for using taxpayer funded grants;
 - 5.3.2. hosting science and research communication events, for example, science festivals, Royal Society's Summer Science Exhibition, visits, breakfasts, dinners or receptions, seminars, the use of newsletters and campaigns, and sharing information with Parliament to expound greater understanding of research outcomes or launch a research project or equipment;
 - 5.3.3. working with or through a Third Party organisation or commercial partners, which are not professional lobbying organisations, to conduct, communicate or publish research findings and inform policy;
 - 5.3.4. contributing expert scientific and academic advice to inform government policy and funding or make the case for science; and
 - 5.3.5. developing proposals for future research grants.
- 5.4. The Grant Recipient may not in any circumstance claim the following non-exhaustive list as Eligible Expenditure (the list below does not override activities which are deemed eligible in this Grant Agreement):
- 5.4.1. paid for lobbying, which means using the Grant to fund lobbying (via an external firm or in-house staff) in order to undertake activities intended to influence or attempt to influence Parliament, government or political activity; or attempting to influence legislative or regulatory action;
 - 5.4.2. using the Grant to directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the grant;
 - 5.4.3. using the Grant to petition for additional funding;

- 5.4.4. expenses such as for entertaining, specifically aimed at exerting undue influence to change government policy;
 - 5.4.5. input VAT reclaimable by the grant recipient from HMRC; and
 - 5.4.6. payments for activities of a political or exclusively religious nature.
- 5.5. Other examples of expenditure which are prohibited include the following:
- 5.5.1. contributions in kind;
 - 5.5.2. interest payments or service charge payments for finance leases;
 - 5.5.3. gifts;
 - 5.5.4. statutory fines, criminal fines or penalties civil penalties, damages or any associated legal costs;
 - 5.5.5. payments for works or activities which the grant recipient, or any member of their partnership, has a statutory duty to undertake, or that are fully funded by other sources;
 - 5.5.6. bad debts to related parties;
 - 5.5.7. payments for unfair dismissal or other compensation;
 - 5.5.8. depreciation, amortisation or impairment of assets owned by the Grant Recipient;
 - 5.5.9. the acquisition or improvement of Assets by the Grant Recipient (unless the Grant is explicitly for capital use – this will be stipulated in the Grant Funding Letter); and
 - 5.5.10. liabilities incurred before the commencement of the Grant Agreement unless agreed in writing by the Authority.

6. GRANT REVIEW

- 6.1. The Authority will review the Grant at the intervals specified in the Grant Funding Letter. The review will take into account the Grant Recipient's delivery of the Funded Activities against the Agreed Outputs. As part of the annual review the Authority will review the reports produced by the Grant Recipient in accordance with paragraph **Error! Reference source not found.**
- 6.2. Following the review carried out under paragraph **Error! Reference source not found.**, the Authority may, taking into account any representations made by the Grant Representative in the course of the review, choose to do any of the following:
- 6.2.1. consent to the Funded Activities and the Grant Agreement continuing in line with existing plans;
 - 6.2.2. increase or decrease the Grant for the subsequent Financial Year or the remainder of the Funding Period, as applicable;
 - 6.2.3. redefine the Agreed Outputs;
 - 6.2.4. require the Grant Recipient to carry out remedial activity with the aim of improving delivery of the Funded Activities;
 - 6.2.5. recover any Unspent Monies; or

- 6.2.6. terminate the Grant Agreement in accordance with paragraph **Error! Reference source not found.**
- 6.3. If required pursuant to paragraph **Error! Reference source not found.**, the Grant Recipient will submit a remedial action plan to the Authority setting out:
 - 6.3.1. the areas identified by the Authority in which improvements to the Funded Activities are required; and
 - 6.3.2. the steps which the Grant Recipient proposes to take to rectify the areas identified by the Authority and the timetable for taking such steps.

7. **MONITORING AND REPORTING**

- 7.1. The Grant Recipient shall closely monitor the delivery and success of the Funded Activity throughout the Funding Period and shall notify the Authority as soon as reasonably practicable of any actual or potential failure to comply with any of its obligations under this Grant Agreement.
- 7.2. The Grant Recipient shall provide the Authority with:
 - 7.2.1. a report on its performance against the Agreed Outputs and this Grant Agreement at the intervals specified in the Grant Funding Letter; and
 - 7.2.2. any assistance and information reasonably requested by the Authority to establish whether the Grant Recipient has used the Grant in accordance with the Grant Agreement.

8. **AUDITING AND ASSURANCE**

- 8.1. Within six months of the end of each Financial Year the Grant Recipient will provide the Authority with independent assurance that the Grant has been used for delivery of the Funded Activities. To satisfy this requirement the Grant Recipient will provide, at the Authority's discretion:
 - 8.1.1. annual accounts audited by an independent and appropriately qualified auditor where the Grant is clearly segregated from other funds; or
 - 8.1.2. a statement showing that the Grant has been certified by an independent and appropriately qualified auditor, accompanied by the Grant Recipient's annual audited accounts.
- 8.2. The Authority, National Audit Office and/or their authorised representatives may, at any time during and up to 7 years after the end of the Grant Agreement, conduct audits in relation to the Grant Recipient's use of the Grant and/or compliance with this Grant Agreement. The Grant Recipient agrees to act reasonably in cooperating with such audits, including by granting access to relevant documentation, premises and personnel.
- 8.3. The Grant Recipient shall:
 - 8.3.1. maintain to the Authority's satisfaction an appropriate system of financial management and controls, maintain detailed records in relation to such controls, and provide copies of such records to the Authority on request; and
 - 8.3.2. retain, and procure that its sub-contractors retain, all relevant documentation relating to the Eligible Expenditure and any income generated by the Funded Activity (including invoices, receipts and accounting records) during the Funding Period and for a period of 7 years.

- 8.4. Where the Grant Recipient is a company registered at Companies House, the Grant Recipient must file its annual return and accounts by the dates specified by Companies House.
- 8.5. Where the Grant Recipient is a registered charity, the Grant Recipient must file its charity annual return by the date specified by the Charity Commissioner.
- 8.6. If requested by the Authority, the Grant Recipient shall provide the Authority with copies of its annual return, accounts and/or charity annual return (as applicable) within five days of filing them at Companies House and/or the Charity Commissioner (as applicable).

9. **FINANCIAL MANAGEMENT AND PREVENTION OF BRIBERY, CORRUPTION, FRAUD AND OTHER IRREGULARITY**

- 9.1. The Grant Recipient will:
 - 9.1.1. at all times comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act;
 - 9.1.2. maintain a sound administration and audit process, including internal financial controls to safeguard against fraud and theft, money laundering, counter terrorist financing or any other impropriety, or mismanagement in connection with the administration of the Grant; and
 - 9.1.3. notify the Authority of all actual or suspected cases of fraud, theft or financial irregularity relating to the Funded Activities as soon as they are identified and keep the Authority informed in relation to its remedial actions thereafter.
- 9.2. In the event of any actual or suspected fraud, theft or other financial irregularity (which shall include use of the Grant for any purpose other than that envisaged by this Grant Agreement), the Authority may, at its absolute discretion:
 - 9.2.1. require the Grant Recipient to take such remedial steps as the Authority shall reasonably specify; and/or
 - 9.2.2. suspend future payment of the Grant to the Grant Recipient,and in all cases the Grant Recipient shall explain to the Authority what steps are being taken to investigate the irregularity and shall keep the Authority informed about the progress of any such investigation. The Grant Recipient will, if required by the Authority, refer the matter to an external auditor or any other Third Party.
- 9.3. The Grant Recipient agrees and accepts that it may become ineligible for grant support and be required to repay all or part of the Grant if it engages in tax evasion or aggressive tax avoidance in the opinion of HMRC.

10. **CONFLICTS OF INTEREST**

- 10.1. Neither the Grant Recipient nor its Representatives shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to the Grant Agreement.
- 10.2. The Grant Recipient must have and will keep in place adequate procedures to manage and monitor any actual or perceived bias or conflicts of interest.

11. **CHANGE OF CONTROL**

The Grant Recipient shall notify the Authority immediately in writing and as soon as the Grant Recipient is aware (or ought reasonably to be aware) that it is anticipating, undergoing,

undergoes or has undergone a Change of Control, provided such notification does not contravene any Law.

12. **CONFIDENTIALITY**

- 12.1. Except to the extent set out in this paragraph **Error! Reference source not found.** or where disclosure is expressly permitted, the Grant Recipient shall treat all Confidential Information belonging to the Authority as confidential and shall not disclose any Confidential Information belonging to the Authority to any other person without the prior written consent of the Authority, except to such persons who are directly involved in the provision of the Funded Activities and who need to know the information.
- 12.2. The Grant Recipient gives its consent for the Authority to publish the Grant Agreement in any medium in its entirety (but with any information which is Confidential Information belonging to the Authority or the Grant Recipient redacted), including from time to time agreed changes to the Grant Agreement.
- 12.3. Nothing in this paragraph **Error! Reference source not found.** shall prevent the Authority disclosing any Confidential Information obtained from the Grant Recipient:
- 12.3.1. for the purpose of the examination and certification of the Authority's accounts and/or pursuant to section 6(1) of the National Audit Act 1983;
 - 12.3.2. to any government department, consultant, contractor or other person engaged by the Authority, provided that the Authority only discloses information which is necessary for the purpose concerned and obtains appropriate confidentiality undertakings in relation to such information; and/or
 - 12.3.3. where disclosure is required by Law, including under the Information Acts.
- 12.4. Nothing in this paragraph **Error! Reference source not found.** shall prevent either Party from using any techniques, ideas or know-how gained during the performance of its obligations under the Grant Agreement in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.

13. **STATUTORY DUTIES**

- 13.1. The Grant Recipient agrees to adhere to its obligations under the Law, including the Information Acts and the HRA.
- 13.2. The Grant Recipient hereby acknowledges that the Authority is subject to requirements under the Information Acts. Where requested by the Authority, the Grant Recipient will provide reasonable assistance and cooperation to the Authority to assist the Authority's compliance with its information disclosure obligations.
- 13.3. On request from the Authority, the Grant Recipient will provide the Authority with all such relevant documents and information relating to the Grant Recipient's data protection policies and procedures as the Authority may reasonably require.
- 13.4. The Grant Recipient acknowledges that the Authority, acting in accordance with the codes of practice issued and revised from time to time under the Information Acts, may disclose information concerning the Grant Recipient and the Grant Agreement without consulting the Grant Recipient.
- 13.5. The Authority will take reasonable steps to notify the Grant Recipient of a request for information to the extent that it is permissible and reasonably practical for it to do so. Notwithstanding any other provision in the Grant Agreement, the Authority will be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts.

14. **DATA PROTECTION**

- 14.1. The Grant Recipient and the Authority will comply at all times with their respective obligations under Data Protection Legislation.
- 14.2. Each Party shall, with respect to its processing of Personal Data as independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.

15. **PUBLIC PROCUREMENT**

The Grant Recipient will ensure that value for money is obtained in the procurement of goods or services funded by the Grant. Where the Grant Recipient is a Contracting Authority within the meaning of the Procurement Regulations, the Grant Recipient will comply with the Procurement Regulations when procuring goods and services in connection with the Grant Agreement.

16. **SUBSIDIES**

- 16.1. The Grant Recipient will ensure that delivery of the Funded Activities does not put the Authority in breach of the UK's international obligations in respect of subsidies.
- 16.2. The Grant Recipient will maintain appropriate records of compliance with the relevant subsidy control regime and will take all reasonable steps to assist the Authority to comply with the same and respond to any proceedings or investigation(s) into the Funded Activities by any relevant court or tribunal of relevant jurisdiction or regulatory body.
- 16.3. The Grant Recipient acknowledges and represents that the Grant is being awarded on the basis that the Funded Activities being undertaken using the Grant do not affect trade in goods and wholesale electricity between Northern Ireland and the European Union and shall ensure that the Grant is not used in way that affects any such trade.

17. **INTELLECTUAL PROPERTY RIGHTS**

- 17.1. All rights (including Intellectual Property Rights) and title in and to any Background IPRs will remain the property of the relevant Party (or its licensors).
- 17.2. All rights (including Intellectual Property Rights) and title in and to any IPR Material will vest in the Grant Recipient (or its licensors).
- 17.3. The Grant Recipient grants to the Authority a non-exclusive irrevocable and royalty-free, sub-licensable, worldwide licence to use all the IPR Material for the purpose of supporting the Funded Activities and other projects.
- 17.4. Other than as expressly set out in this Grant Agreement, neither Party will have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.

18. **ASSETS**

- 18.1. The Grant Recipient must keep a register of all Assets acquired or improved wholly or partly using the Grant provided under the Grant Agreement. The register must include a description of the Asset, full details of any acquisition or improvement of the Asset, and full details of the ownership and any disposal of the Asset.
- 18.2. The Authority reserves the right to determine the outcome of any Assets acquired or improved as a result of the Funded Activities or purchased with Grant monies.

- 18.3. The Grant Recipient must obtain the Authority's prior written consent before selling, otherwise disposing of, transferring or changing the use of any Asset that was acquired or improved with Grant monies. Such consent may be subject to the satisfaction of certain conditions to be determined by the Authority, including with regard to the application of the proceeds of sale.

19. **INSURANCE**

The Grant Recipient must put in place and maintain adequate insurance coverage (including public liability insurance) either as a self-insurance arrangement or with an insurer of good repute to cover all insurable claims and liabilities under or in connection with this Grant Agreement. The Grant Recipient will provide evidence of such insurance to the Authority on request.

20. **ASSIGNMENT**

The Grant Recipient will not transfer, assign, novate or otherwise dispose of the whole or any part of the Grant Agreement or any rights under it, to another organisation or individual, without the Authority's prior approval.

21. **BORROWING, LOSSES, GIFTS, SPECIAL PAYMENTS**

- 21.1. The Grant Recipient shall obtain the Authority's prior written consent before:
- 21.1.1. borrowing or lending money from any source in connection with the Grant Agreement;
 - 21.1.2. giving any guarantee, indemnity, security over any Asset or letter of comfort in relation to the Grant Agreement;
 - 21.1.3. giving any gift, making any Special Payment and/or writing off any debt or liability in connection with the Grant, and shall keep a record of all gifts given and received in connection with the Grant.

22. **PUBLICITY**

- 22.1. The Grant Recipient gives consent to the Authority to publicise in the press or any other medium the Grant and details of the Funded Activities using any information gathered from the Grant Recipient's initial Grant application or any monitoring reports submitted to the Authority in accordance with paragraph **Error! Reference source not found.** of this 0.
- 22.2. The Grant Recipient will comply with all reasonable requests from the Authority to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Authority in its promotional and fundraising activities relating to the Funded Activities.
- 22.3. Any publicity material for the Funded Activities must refer to the programme under which the Grant was awarded and must feature the Authority's logo. If a Third Party wishes to use the Authority's logo, the Grant Recipient must first seek permission from the Authority.
- 22.4. The Grant Recipient will acknowledge the support of the Authority in any materials that refer to the Funded Activities and in any written or spoken public presentations about the Funded Activities. Such acknowledgements (where appropriate or as requested by the Authority) will include the Authority's name and logo (or any future name or logo adopted by the Authority) using the templates provided by the Authority from time to time.
- 22.5. In using the Authority's name and logo, the Grant Recipient will comply with all reasonable branding guidelines issued by the Authority from time to time.

23. **CLAWBACK, EVENTS OF DEFAULT, TERMINATION AND RIGHTS RESERVED FOR BREACH AND TERMINATION**

Events of Default

- 23.1. The Authority may exercise its rights set out in paragraph **Error! Reference source not found.** if any of the following events occur:
- 23.1.1. the Grant Recipient fails to comply with any of its obligations under paragraphs **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.**, or commits a breach of any other term of this Grant Agreement which is material in the opinion of the Authority;
 - 23.1.2. the delivery of the Funded Activity does not start within three months of the Commencement Date;
 - 23.1.3. the Grant Recipient fails, in the Authority's opinion, to make satisfactory progress with the Funded Activity and, in particular, towards meeting the Agreed Outputs;
 - 23.1.4. the Grant Recipient fails to improve delivery of the Funded Activity, having undertaken the remedial activity agreed with the Authority under paragraph **Error! Reference source not found.**;
 - 23.1.5. the Grant Recipient obtains any funding from a Third Party which, in the opinion of the Authority, undertakes activities that are likely to bring the reputation of the Funded Activities or the Authority into disrepute;
 - 23.1.6. the Grant Recipient provides the Authority with any materially misleading or inaccurate information in its grant application or in subsequent related correspondence;
 - 23.1.7. the Grant Recipient commits or committed a Prohibited Act or fails to report a Prohibited Act to the Authority, whether committed by the Grant Recipient or a Third Party, immediately upon becoming aware of it;
 - 23.1.8. during the Funding Period, any director or employee of the Grant Recipient commits any dishonest negligent act or omission, or otherwise brings the Authority into disrepute;
 - 23.1.9. the Grant Recipient:
 - a) ceases to operate for any reason, or passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
 - b) becomes Insolvent as defined by section 123 of the Insolvency Act 1986, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;
 - 23.1.10. the European Commission or the Court of Justice of the European Union requires any Grant paid to be recovered by reason of a breach of State Aid Law through its application under Article 10 of the Northern Ireland Protocol;;
 - 23.1.11. the Grant Recipient undergoes a Change of Control which will, in the reasonable opinion of the Authority:

- a) be materially detrimental to, or result in fundamental changes to, the Funded Activities;
- b) result in the new body corporate being unable to receive the Grant; and/or
- c) raise national security concerns;

Rights reserved for the Authority in relation to an Event of Default

- 23.2. Where, the Authority determines that an Event of Default has or may have occurred, the Authority may by written notice to the Grant Recipient take any one or more of the following actions:
- 23.2.1. suspend the payment of Grant for such period as the Authority shall determine; and/or
 - 23.2.2. reduce the Maximum Sum in which case the payment of Grant shall thereafter be made in accordance with the reduction and notified to the Grant Recipient; and/or
 - 23.2.3. cease to make payments of Grant to the Grant Recipient under the Grant Agreement and (in addition) require the Grant Recipient to repay the Authority the whole or any part of the amount of Grant previously paid to the Grant Recipient; and/or
 - 23.2.4. terminate the Grant Agreement.
- 23.3. Where the Authority requires any or all of the Grant to be repaid in accordance with paragraph **Error! Reference source not found.**, the Grant Recipient shall repay this amount no later than 30 days following the date of the demand for repayment. If the Grant Recipient fails to repay the Grant within such period, the sum will be recoverable summarily as a civil debt.

Opportunity for the Grant Recipient to remedy an Event of Default

- 23.4. If the Authority wishes to exercise any right under paragraph **Error! Reference source not found.** in connection with an Event of Default which the Authority considers remediable:
- 23.4.1. the Authority will provide reasonable notice to the Grant Recipient specifying particulars of the Event of Default, how it must be resolved and the timescales for its resolutions; and
 - 23.4.2. following receipt of a notification under paragraph **Error! Reference source not found.**, the Grant Recipient will be given reasonable opportunity to resolve the Event of Default before the Authority exercises the relevant right under paragraph **Error! Reference source not found.**
- 23.5. If the Authority wishes to exercise any right under paragraph **Error! Reference source not found.** in connection with an Event of Default that it considers to be irremediable, or if a remediable Event of Default has not been resolved after the Grant Recipient has been given reasonable opportunity under paragraph **Error! Reference source not found.**, the Authority may immediately exercise the relevant right under paragraph **Error! Reference source not found.**

General Termination Rights – Termination for Convenience

- 23.6. Notwithstanding the Authority's right to terminate the Grant Agreement pursuant to paragraph **Error! Reference source not found.** above, either Party may terminate the Grant Agreement at any time by giving at least 3 months written notice to the other Party.

Consequences of Termination

- 23.7. If the Authority terminates the Grant Agreement in accordance with paragraph **Error! Reference source not found.** or **Error! Reference source not found.** the Grant Recipient shall return any Unspent Monies to the Authority within 30 days of the date of the Authority's termination notice, save where the Authority gives written consent to their retention.
- 23.8. In the event of termination or expiry of this Grant Agreement, the Authority will not be liable to pay any of the Grant Recipient's costs or those of any contractor/supplier of the Grant Recipient related to any transfer or termination of employment of any employees engaged in the provision of the Funded Activities.
- 23.9. The Grant Recipient shall, on the Authority's request, promptly prepare a written exit plan to provide for the cessation or seamless transfer of the Funded Activities following expiry or termination of this Grant Agreement.

24. **DISPUTE RESOLUTION**

- 24.1. The Parties will use all reasonable endeavours to resolve in good faith any dispute that arises during the term of the Grant Agreement.
- 24.2. All disputes and complaints (except for those which relate to the Authority's right to withhold funds or terminate the Grant Agreement) shall be referred in the first instance to the Grant Manager and the Project Representative.
- 24.3. If the dispute cannot be resolved between the Grant Manager and the Project Representative within a maximum of 15 Working Days, then the matter will be escalated to a formal meeting between the Parties' Escalation Contacts.

25. **LIMITATION OF LIABILITY**

- 25.1. The Authority accepts no liability for any consequences or Losses, whether arising directly or indirectly, that may arise in connection with:
- 25.1.1. the Grant Recipient running the Funded Activities;
 - 25.1.2. the use of the Grant by any person;
 - 25.1.3. any reduction, suspension, withdrawal or request for repayment of the Grant; and/or
 - 25.1.4. termination of this Grant Agreement for any reason.
- 25.2. The Grant Recipient shall indemnify and hold harmless the Authority and its Representatives with respect to all actions, claims, charges, demands, Losses and/or proceedings arising from or incurred by reason of the actions and/or omissions of the Grant Recipient in relation to the Funded Activities, the non-fulfilment of obligations of the Grant Recipient under this Grant Agreement and/or its obligations to Third Parties.
- 25.3. Save in respect of any liabilities that cannot be lawfully limited, the Authority's liability to the Grant Recipient under this Grant Agreement is limited to the obligation to make payment of the Grant Funding when due and payable in accordance with this Grant Agreement.

26. **VAT**

- 26.1. If VAT is held to chargeable in respect of the Grant Agreement, all payments shall be deemed to be inclusive of all VAT and the Authority shall not be obliged to pay any additional amount by way of VAT.
- 26.2. All sums or other consideration payable to or provided by the Grant Recipient to the Authority at any time shall be deemed to be exclusive of all VAT payable and where any such sums become payable or due or other consideration is provided the Grant Recipient shall at the

same time or as the case may be on demand by the Secretary of State in addition to such sums or other consideration pay to the Secretary of State all the VAT so payable upon the receipt of a valid VAT invoice.

27. **CODE OF CONDUCT FOR GRANT RECIPIENTS**

The Grant Recipient agrees to comply with the Code of Conduct and ensure that its Representatives undertake their duties in a manner consistent with the principles set out in the Code of Conduct. The Grant Recipient shall immediately notify the Authority if it becomes aware of any actual or suspected breaches of the principles outline in the Code of Conduct.

28. **VARIATIONS**

Save in respect of changes made under paragraph **Error! Reference source not found.** or **Error! Reference source not found.**, any variation to this Grant Agreement will only be valid if it is in writing and signed by authorised representatives of both Parties. The Authority reserves the right to require the Recipient to comply with such additional conditions as the Authority may require in its sole discretion before agreeing to a variation.

29. **NOTICES**

- 29.1. All notices and other communications in relation to this Grant Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party as stated in the Grant Funding Letter. All notices and other communications must be marked for the attention of the Grant Manager (for the Authority) and the Project Representative (for the Recipient).
- 29.2. If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any Working Day they shall be deemed received on the next Working Day) and if mailed all such communications shall be deemed to have been given and received on the second Working Day following such mailing.

30. **GOVERNING LAW**

This Grant Agreement will be governed by and construed in accordance with the law of England and Wales and the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.