

ANNEX 1 GRANT FUNDING AGREEMENT

This document provides the terms and conditions for Grants awarded under Stream 1 of the Longer Duration Energy Storage Competition.

Applicants should note that the Annexes for the Grant Funding Letter are provided as an example only and **applicants are not expected to complete these sections during application**. **Green highlights** signify text that is recipient-specific and will be completed during the grant award stage.

THE SECRETARY OF STATE FOR BUSINESS, ENERGY AND INDUSTRIAL STRATEGY

and

[THE GRANT RECIPIENT]

GRANT FUNDING AGREEMENT FOR []

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This Grant Funding Agreement is made on [insert date of signature]

Between:

- (1) SECRETARY OF STATE FOR BUSINESS, ENERGY AND INDUSTRIAL STRATEGY whose principal address is at 1 VICTORIA STREET, LONDON SW1H 0ET (the “**Authority**”)
- (2) [INSERT THE FULL NAME OF THE GRANT RECIPIENT], whose principal address is at [ADDRESS] (the “**Grant Recipient**”).

In relation to:

Project Name: Longer-Duration Energy Storage Competition

Project Number: [insert project number (if applicable) otherwise remove].

BACKGROUND

- (A) The Grant is made pursuant to section 5 of the Science and Technology Act 1965. If the payment of the Grant is subject to the satisfaction of conditions, those conditions precedent and the date for satisfaction are set out in the Grant Funding Letter.
- (B) The Authority ran a competition for grant applications in respect of [REDACTED].
- (C) The Grant Recipient was successful under that competition and the Authority awarded it a grant to deliver [REDACTED].
- (D) The Authority will provide the Grant to the Grant Recipient as provided for in this Grant Funding Agreement.
- (E) The Grant Recipient will use the Grant solely for the Funded Activities.

The conditions collectively (the “**Conditions**”) are as follows:

1. INTRODUCTION

- 1.1. This Grant Funding Agreement sets out the conditions which apply to the Grant Recipient receiving the Grant from the Authority up to the Maximum Sum.
- 1.2. The Authority and the Grant Recipient have agreed that the Authority will provide the Grant up to the Maximum Sum as long as the Grant Recipient uses the Grant in accordance with this Grant Funding Agreement.
- 1.3. The Authority makes the Grant to the Grant Recipient on the basis of the Grant Recipient’s grant application a copy of which is attached at Annex 1 Part B for the provision of the Funded Activities.

1.4. The Parties confirm that it is their intention to be legally bound by this Grant Funding Agreement.

2. DEFINITIONS AND INTERPRETATION

2.1. Where they appear in these Conditions:

Agreed Outputs means the outputs to be delivered by the Grant Recipient in accordance with Annex 6;

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

Asset means any assets that are to be purchased or developed using the Grant including equipment or any other assets which may be a Fixed Asset and/or Major Asset as appropriate in the relevant context, and **Assets** will be construed accordingly;

Asset Owning Period means the period during which the Assets are recorded as Assets in the Grant Recipient's accounts;

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

Benchmark means the criteria to be satisfied at each Milestone as set out in Annex 6;

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;

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 [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/754555/2018-11-06 Code of Conduct for Grant Recipients.pdf](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;

Capital Grants means the sum or sums of money provided by a grant making body to the grant recipient for items such as buildings, equipment, land or machinery;

Commencement Date means the date on which the Grant Funding Agreement comes into effect, being the **[Insert commencement date]**;

Conditions Subsequent means any of the Conditions Subsequent described as such and set out in paragraph **[25]** of the Grant Offer Letter;

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 Funding Agreement, including but not limited to:

- (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; and
- (b) any information developed by the Parties in the course of delivering the Funded Activities;
- (c) the Authority Personal Data;
- (d) any information derived from any of the above.

Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure (otherwise than by breach of paragraph 12 of these Conditions);
- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) is received from a Third Party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the Confidential Information.

Contracted Parties means the organisations from time to time contracted by the Authority and any sub-contractors engaged by the Contracted Parties for the monitoring and evaluation of the Funded Activities and for the provision of incubation support for recipients of Grant.

Contracting Authority means any contracting authority (other than the Authority) as defined in regulation 2 of the Public Contracts Regulations 2015 (as amended);

Controller and Processor take the meaning given in the UK GDPR;

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;

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 UK GDPR and any applicable national implementing Laws as amended from time to time; (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;

Disposal means the disposal, sale, transfer of an Asset or any interest in any Asset and includes any contract for disposal;

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;

Domestic Successor means, as the context requires, either:

- (a) a body that takes over the functions of the European Commission in the United Kingdom on the date it withdraws from the European Union; or
- (b) the relevant court in [England/Wales/Scotland/Northern Ireland] which takes over the functions of the Court of Justice of the European Union in [England/Wales/Scotland/Northern Ireland] on the date the United Kingdom withdraws from the European Union;

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

Eligibility Criteria mean the Authority's selection criteria used to determine who should be grant recipients including the Grant Recipient;

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 5 of these Conditions;

EIR means the Environmental Information Regulations 2004;

Event of Default means an event or circumstance set out in paragraph 29.1;

Financial Year means from 1 April to 31 March;

Fixed Assets means any Asset which consists of land, buildings, plant and equipment acquired, developed, enhanced, constructed in connection with the Funded Activities;

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 set out in Annex 2;

Funding Period means the period for which the Grant is awarded starting on the Commencement Date and ending on the date set out in paragraph 3.1 of this Grant Funding Agreement;

Grant means the sum or sums the Authority will pay to the Grant Recipient in accordance with paragraph 4 and subject to the provisions set out at paragraph 29.

Grant Claim means the payment request [form/claim form] submitted by the Grant Recipient to the Authority for payment of the Grant;

Grant Continuation Letter means the letter issued by the Authority to the Grant Recipient which offers the Grant Recipient a Phase 2 Grant;

Grant Funding Agreement means these Conditions together with its annexes and schedules including but not limited to the Annex 1 Grant Funding Letter;

Grant Funding Letter means the letter the Authority issued to the Grant Recipient dated [redacted], a copy of which is set out in Annex 1 Part A;

Grant Manager means the individual who has been nominated by the Authority to be the single 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 payments made by the Grant Recipient which is not Eligible Expenditure and as set out in paragraph 5 of these Conditions;

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 semi-conductor 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;

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) in each case created directly from the performance of the Funded Activities;

Joint Controllers means where two or more Controllers jointly determine the purposes and means of processing;

KPI Performance Metrics means those metrics set out in Annex 6 of this Agreement;

KPIs means the Key Performance Indicators set out in Annex 6 of this Agreement;

Law mean any applicable law, statute, byelaw, 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 and **Loss** will be interpreted accordingly;

Major Asset means an Asset being used for the Funded Activities which is not a Fixed Asset but has a value as at the date of this funding Agreement of at least **£10,000**

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 the Authority will provide to the Grant Recipient for the Funded Activities subject to paragraph 29;

Milestone means the milestones set out in Annex 3 of this Grant Funding Agreement;

Milestone Period means the period between the Commencement Date and the first Milestone, or between any previous and subsequent Milestone set out in Annex 3 as applicable;

Northern Ireland Protocol means the Protocol on Ireland/Northern Ireland in the EU withdrawal agreement;

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

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

Phase 1 means the agreed activities taking place during the mobilisation phase which are specified in the Grant Funding Letter, including (but not being limited to) submission of the following deliverables:

- Mobilisation report
- Front-end Engineering Design
- Financial close documentation
- Evidence of a formal grid connection offer
- Relevant sign-off from Health and Safety Executive/Environment Agency
- Realistic, robust and justified Phase 2 planning documents
- Knowledge dissemination activities report;

Phase 2 means activities taking place during the demonstration phase after the issuing of a Grant Continuation Letter;

Phase 2 Criteria means the criteria set out in Annex 6A of this Grant Funding Agreement;

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:

- (a) 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 Funding Agreement; or
 - (ii) showing or not showing favour or disfavour to any person in relation to the Funding Agreement;
- (b) committing any offence:
 - (iii) under the Bribery Act;
 - (iv) under legislation creating offences in respect of fraudulent acts; or
 - (v) at common law in respect of fraudulent acts in relation to the Funding Agreement; or
- (c) defrauding or attempting to defraud or conspiring to defraud the Authority or the Crown;

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

Remedial Action Plan means the plan of action submitted by the Grant Recipient to the Authority following an Event of Default pursuant to the Rectification Plan process set out in paragraph 29.6;

Representatives 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 obligations exist for the payment and/or other extra-contractual expenditure. Special Payments may include, but is not limited to, 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 EU-UK 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);

UK General Data Protection Regulation and **UK GDPR** means the General Data Protection Regulation (EU) 2016/679 as retained into UK law by virtue of the Data Protection, Privacy and Electronics Communications (Amendments etc) (EU Exit) Regulations 2019;

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, the Funding Period or because of termination or breach of these Conditions;

VAT means value added tax chargeable in the UK;

Working Day means any day from Monday to Friday (inclusive) which is not specified or proclaimed as a bank holiday in England and Wales pursuant to section 1 of the Banking and Financial Dealings Act 1971 including Christmas Day and Good Friday **or means any day from Monday to Friday (inclusive) which is not a statutory bank holiday in [Northern Ireland] [Scotland]].**

2.2. In these Conditions, unless the context otherwise requires:

- (1) the singular includes the plural and vice versa;
- (2) reference to a gender includes the other gender and the neuter;
- (3) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
- (4) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- (5) any reference to European Union law that is directly applicable or directly effective in the UK at any time is a reference to it as it applies in England from time to time including as retained, amended, extended, re-enacted or otherwise given effect on or after 11pm on 31 December 2020; and
- (6) 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";
- (7) references to "writing" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing will be construed accordingly;
- (8) references to "representations" will be construed as references to present facts, to "warranties" as references to present and future facts and to "undertakings" as references to obligations under the Grant Funding Agreement;
- (9) references to "paragraphs" and "Annexes" are, unless otherwise provided, references to the paragraphs and annexes of these Conditions and references in any Annex to parts, paragraphs and tables are, unless otherwise provided, references to the parts, paragraphs and tables of the Annex in which these references appear; and
- (10) the headings in these Conditions are for ease of reference only and will not affect the interpretation or construction of these Conditions.

2.3. Where there is any conflict between the documents that make up this Grant Funding Agreement the conflict shall be resolved in accordance with the following order of precedence:

- 2.3.1. Annex 1 Part A – Grant Offer Letter
- 2.3.2. the Conditions set out within this Grant Funding Agreement; (including for the avoidance of doubt Annexes 2-10)
- 2.3.3. Annex 1 Part B – Grant Recipient’s Grant Application

CONDITIONS

3. DURATION AND PURPOSE OF THE GRANT

- 3.1. The Funding Period starts on [] (the **Commencement Date**) and ends on [xx Month 20xx] unless:
 - 3.1.1. terminated earlier in accordance with this Grant Funding Agreement; or
 - 3.1.2. extended in accordance with the Grant Continuation Letter (in which case the Funding Period shall end on the date set out in the Grant Continuation Letter or if no date is set out, the completion of the Phase 2 Funded Activities).
- 3.2. The Grant Recipient will ensure that the Funded Activities start on [xx Month 20xx] but where this has not been possible, that they start no later than 3 months after the Commencement Date.
- 3.3. 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.
- 3.4. If the Authority wants to make a change to the Funded Activities (including for example reducing the Grant or removing some of the Funded Activities from the Grant) it may do so on [] written notice to the Grant Recipient.

4. PAYMENT OF GRANT

- 4.1. Subject to the remainder of this paragraph 4 the Authority shall pay the Grant Recipient an amount not exceeding [insert the total Grant amount in words and pound sterling]. The Authority shall pay the Grant in pound sterling (GBP) and into a bank located in the UK.
- 4.2. The Grant Recipient must complete and sign the Confirmation of Bank Details and Signatories (Annex 4) as part of their acceptance of the Grant. No payment can be made in advance of receipt of a correctly completed and signed form.
- 4.3. The signatory must be the chief finance officer or someone with proper delegated authority. Any change of bank details must be notified immediately on the same form and signed by an approved signatory. Any change of signatory must be notified to the Authority for approval, as soon as known.

- 4.4. The Grant represents the Maximum Sum the Authority will pay to the Grant Recipient for the Funded Activities. The Maximum Sum will not be increased in the event of any overspend by the Grant Recipient in its delivery of the Funded Activities.
- 4.5. The Authority will only pay the Grant to the Grant Recipient in respect of Eligible Expenditure incurred by the Grant Recipient to deliver the Funded Activities. The Authority will not pay the Grant until it is satisfied that the Grant Recipient has paid for the Funded Activities set out in the relevant Milestone in full and the relevant Funded Activities have been delivered during the Funding Period. Each delivery date for the achievement of each Milestone is set out in Annex 3.
- 4.6. The Grant Recipient will provide the Authority with evidence of the costs/payments, which are classified as Eligible Expenditure in paragraph 5.2, which may include (but will not be limited to) receipts and invoices or any other documentary evidence specified by the Authority.
- 4.7. The Grant Recipient shall declare to the Authority any Match Funding which been approved or received, before the Commencement Date. If the Grant Recipient intends to apply for, is offered or receives any further Match Funding during the Funding Period, the Grant Recipient shall notify the Authority before accepting or using any such Match Funding. On notifying the Authority of the Match Funding the Grant Recipient shall confirm the amount, purpose and source of the Match Funding and the Authority shall confirm whether it is agreeable to the Grant Recipient accepting the Match Funding. If the Authority does not agree to the use of Match Funding the Authority shall be entitled to terminate the Grant Funding Agreement in accordance with paragraph 29.4.9 and where applicable, require all or part of the Grant to be repaid.
- 4.8. Where the use of Match Funding is permitted the Grant Recipient shall set out any Match Funding it receives in the format required by Annex 3 and send that to the Authority. This is so the Authority knows the total funding the Grant Recipient has received for the Funded Activities.
- 4.9. The Grant Recipient agrees that:
- 4.9.1. it has not previously obtained, is not currently in receipt of and it will not apply for, or obtain, Duplicate Funding in respect of any part of the Funded Activities;
- 4.9.2. the Authority may refer the Grant Recipient to the police should it dishonestly and intentionally obtain Duplicate Funding for the Funded Activities;
- 4.9.3. The Authority will not make the first payment of the Grant and/or any subsequent payments of the Grant unless or until, the Authority is satisfied that:
- (i) the Grant will be used for Eligible Expenditure only; and
 - (ii) if applicable, any previous Grant payments have been used for the Funded Activities or, where there are Unspent Monies, have been repaid to the Authority.
- 4.10. No payment of Grant can be made after 31 March 2025.

- 4.11. Subject to paragraph 4.10, the Grant Recipient shall submit the Grant Claim together with a completed copy of the information required in Annex 5 of this Grant Funding Agreement and any other documentation as prescribed by the Authority, from time to time on or after the Milestone Period as set out in Annex 3 of the Grant Funding Agreement and in any event within 5 Working Days of the relevant Milestone Period.
- 4.12. Subject to paragraph 4.10 and unless otherwise stated in these Conditions, payment of the Grant will be made within 30 days of the Authority approving the Grant Recipient's Grant Claim. For the avoidance of doubt, time for payment of the Grant Claim will not be of the essence.
- 4.13. The Authority will have no liability to the Grant Recipient for any Losses caused by a delay in the payment of a Grant Claim howsoever arising.
- 4.14. The Authority reserves the right not to pay any Grant Claims, which are not submitted within the period set out in paragraph 4.10 or Grant Claims, which are incomplete, incorrect or submitted without the full supporting documentation.
- 4.15. 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. This includes (without limitation) situations where the Grant Recipient is paid in error before it has complied with its obligations under the Grant Funding Agreement. Any sum, which falls due under this paragraph 4.15, 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.
- 4.16. The Grant will be paid into a separate bank account in the name of the Grant Recipient which must be an ordinary business bank account. All cheques from the bank account must be signed by at least two individual Representatives of the Grant Recipient.
- 4.17. Where the Grant Recipient enters into a contract with a Third Party in connection with the Funded Activities, the Grant Recipient will remain responsible for paying that Third Party. The Authority has no responsibility for paying Third Party invoices.
- 4.18. Onward payment of the Grant and the use of sub-contractors shall not relieve the Grant Recipient of any of its obligations under the Grant Funding Agreement, including any obligation to repay the Grant.
- 4.19. The Grant Recipient may not retain any Unspent Monies without the Authority's prior written permission.
- 4.20. If at the end of the relevant Financial Year there are Unspent Monies, the Grant Recipient shall repay such Unspent Monies to the Authority no later than 30 days from and including the Authority's request for repayment.

5. ELIGIBLE AND INELIGIBLE EXPENDITURE

- 5.1. The Authority will only pay to 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 (as set out in Annex 2 of these Conditions).
- 5.2. The following costs/payments will be classified as Eligible Expenditure if incurred for the purposes of the Funded Activities:
 - 5.2.1. giving evidence to Parliamentary Select Committees;
 - 5.2.2. attending meetings with government ministers or civil servants to discuss the progress of a taxpayer funded grant scheme;
 - 5.2.3. responding to public consultations, where the topic is relevant to the objectives of the Funded Activities. To avoid doubt, 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 the Grant Funding Agreement);
 - 5.2.4. 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
 - 5.2.5. 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. 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 these Conditions:
 - 5.3.1. 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;
 - 5.3.2. using the Grant to directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the grant;
 - 5.3.3. using the Grant to petition for additional funding;
 - 5.3.4. expenses such as for entertaining, specifically aimed at exerting undue influence to change government policy;
 - 5.3.5. input VAT reclaimable by the grant recipient from HMRC; and
 - 5.3.6. payments for activities of a political or exclusively religious nature.
- 5.4. Other examples of expenditure, which are prohibited, include the following:

- 5.4.1. contributions in kind;
- 5.4.2. interest payments or service charge payments for finance leases;
- 5.4.3. gifts;
- 5.4.4. statutory fines, criminal fines or penalties civil penalties, damages or any associated legal costs;
- 5.4.5. 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;
- 5.4.6. bad debts to related parties;
- 5.4.7. payments for unfair dismissal or other compensation;
- 5.4.8. depreciation, amortisation or impairment of assets owned by the Grant Recipient (other than those assets that are used for delivery of the Funded Activity);
- 5.4.9. 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);
- 5.4.10. liabilities incurred before the commencement of the Grant Funding Agreement unless agreed in writing by the Authority; and
- 5.4.11. costs associated with securing Intellectual Property Rights arising from or associated with the Funded Activities.

6. GRANT REVIEW

- 6.1. The Authority will review the Grant both quarterly and annually. The Authority will on a quarterly basis take into account the Grant Recipient's delivery of the Funded Activities against the agreed Milestones set out in Annexes 2,3 and 6 of Agreement. On an annual basis the Authority will review the reports produced by the Grant Recipient in accordance with paragraph 7 of these Conditions and against the KPIs in accordance with Annex 6.
- 6.2. Each quarterly and annual review may result in the Authority deciding that (for example a non-exclusive list includes):
 - 6.2.1. the Funded Activities and the Grant Funding Agreement should continue in line with existing plans;
 - 6.2.2. there should be an increase or decrease in the Grant for the subsequent Financial Year;
 - 6.2.3. the Agreed Outputs, Milestones and KPIs should be re-defined and agreed;
 - 6.2.4. the Grant Recipient should provide the Authority with a draft Remedial Action Plan setting out the steps the Grant Recipient will take to improve delivery of the Funded Activities;
 - 6.2.5. the Authority should recover any Unspent Monies;
 - 6.2.6. the Grant be terminated in accordance with paragraph 29.18 of these Conditions.
- 6.3. If the Grant Recipient is required to submit a draft Remedial Action Plan in accordance with paragraph 6.2.4 the Remedial Action Plan process set out in paragraph 29.6 to 29.13 shall apply.

- 6.4. The Grant Recipient may make representations to the Authority regarding the Authority's decision made in accordance with paragraph 6.2. The Authority is not however obliged to take such representations into account when making its decision as any such decision will be final and at the Authority's absolute discretion.

7. PHASE 1 AND 2 OF THE COMPETITION

- 7.1. The Grant Recipient acknowledges that at the Commencement Date, it has only been awarded Grant for Phase 1 (subject to the terms of this Grant Funding Agreement) and that the Grant received for Phase 1 does not automatically entitle it to any grant funding in Phase 2.
- 7.2. Following completion of Phase 1, the Authority shall undertake an assessment using the Phase 2 Scoring Criteria and shall rank the Grant Recipient along with other recipients who satisfy the Phase 2 Scoring Criteria to determine whether to award the Grant Recipient further grant funding for Phase 2.
- 7.3. The award of grant funding for Phase 2 shall be triggered upon the issue by the Authority of a Grant Continuation Letter and upon receipt of such, this Grant Funding Agreement shall be extended in accordance with the terms of the Grant Continuation Letter. No guarantee or representation is made by the Authority that a Grant Continuation Letter will be issued.
- 7.4. Should the Grant Recipient not receive a Grant Continuation Letter by [xx Month 20xx], this Grant Funding Agreement shall expire on the date specified in paragraph 3.1 and the Grant Recipient shall not be required to carry out its Phase 2 works and the Funding Period shall end.

8. MONITORING AND REPORTING

- 8.1. The Grant Recipient shall closely monitor the delivery and success of the Funded Activities throughout the Funding Period to ensure that the aims and objectives of the Funded Activities are achieved.

KPI Performance Metrics

- 8.1.1. The Grant Recipient shall continually monitor and evaluate the results and development of the Funded Activities and permit the Authority and its Contracted Parties to do the same in accordance with the KPI Reporting Table in Annex 6 of the Grant Funding Agreement. This monitoring and evaluation shall include continued reporting on the KPI Performance Metrics in accordance with Annex 6 of the Grant Funding Agreement.
- 8.1.2. The Grant Recipient shall provide access to evidence and information for the purposes of evaluation and learning in relation to energy innovation policy. This may include, but is not limited to, being interviewed as part of an evaluation, participating in a learning workshop, completing surveys and responding to requests for data made by the Authority or its Contracted Parties.

- 8.1.3. The Grant Recipient shall complete the KPI Performance Metrics as set out in Annex 6 of the Grant Funding Agreement in accordance with the timelines set out in the KPI Reporting Table in Annex 6.

Quarterly and Annual Reports

- 8.2. The Grant Recipient shall provide the Authority and the Contracted Parties with all reasonable assistance and co-operation in relation to any ad-hoc information, explanations and documents as the Authority may require, from time to time, so the Authority may establish if the Grant Recipient has used the Grant in accordance with the Grant Funding Agreement. In addition, the Grant Recipient shall provide the Authority with:
- 8.2.1. an annual report on the progress made towards achieving the Agreed Outputs, Milestones, KPIs and the defined longer term outputs set out in Annex 6 of this Grant Funding Agreement. Where possible, the report will quantify what has been achieved by reference to the Funded Activities' targets; and
 - 8.2.2. quarterly reports before the end of March, June, September and December in each year during the Funding Period, and annual reports before the end of March in each year during the Funding Period, the content of the reports including, but not limited to, the following:
 - 8.2.2.1. Grant spend to date and outputs;
 - 8.2.2.2. progress of each Milestone, including the achievement of each Benchmark; and
 - 8.2.2.3. forecasted estimates of Grant spend and total Eligible Expenditure on the Funded Activities for each month of the current Financial Year and for each subsequent Financial Year until the end of the Funding Period,
 - 8.2.3. if relevant, details of any Assets either acquired or improved using the Grant.
- 8.3. The Grant Recipient will permit any person authorised by the Authority or by the Contracted Parties reasonable access, with or without notice, to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Grant Recipient's fulfilment of its obligations under the Grant Funding Agreement and will, if so required, provide appropriate oral or written explanations to such authorised persons as required during the Funding Period.
- 8.4. The Grant Recipient will record in its financial reports the amount of Match Funding it receives together with details of what it has used that Match Funding for.
- 8.5. The Grant Recipient will notify the Authority as soon as reasonably practicable of:
- 8.5.1. any actual or potential failure to comply with any of its obligations under the Grant Funding Agreement, which includes those caused by any administrative, financial or managerial difficulties; and

- 8.5.2. actual or potential variations to the Eligible Expenditure set out in Annex 5 of these Conditions and/or any event which materially affects the continued accuracy of such information.
 - 8.5.3. any actual or potential material failure to meet any of the Conditions of the Grant Funding Agreement;
 - 8.5.4. any actual or potential material variations to the Funded Activities agreed in accordance with the Grant Offer Letter or Annexes 2, 3 and 6 of this Grant Funding Agreement; and
 - 8.5.5. any change in the information on costs (whether actual or estimated) of carrying out the Funded Activities or any event which materially affects the continued accuracy of such information.
- 8.6. The Grant Recipient represents and undertakes (and shall repeat such representations on delivery of its quarterly report):
- 8.6.1. that the reports and information it gives pursuant to this paragraph 8.2 are accurate;
 - 8.6.2. that it has diligently made full and proper enquiry of the matter pertaining to the reports and information given; and
 - 8.6.3. that any data it provided pursuant to an application for the Grant may be shared within the powers conferred by legislation with other organisations for the purpose of preventing or detecting crime.

9. AUDITING AND ASSURANCE

- 9.1. 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:
- 9.1.1. a reasonable assurance report within the timescales set out in paragraph 8.2 below, from an independent and appropriately qualified accountant in the form in Schedule 1 of the Grant Offer Letter, as specified in paragraph 8.2; and
 - 9.1.2. the Grant Recipient's most recent annual accounts showing (wherever possible) that the Grant is clearly segregated, and such accounts must be clearly audited unless the Grant Recipient has demonstrated a valid legal exemption to the satisfaction of the Authority from the obligation to produce annual audited accounts.
- 9.2. The Grant Recipient will provide a reasonable assurance report:
- 9.2.1. where the Grant is £100,000 or more, within one (1) month of the end of each Financial Year, in respect of Funded Activities of that Financial Year, except in the Financial Year of the final Milestone; and
 - 9.2.2. in any event within one (1) month of submission of the final Milestone, in respect of all Funded Activities of the Grant.

- 9.3. Where a reasonable assurance report is required, the Grant Recipient must engage the relevant accountant on the terms in Schedule 2 of the Grant Offer Letter. The documentation in Schedules 1 to 2 of the Grant Offer Letter is based on templates in Technical Release AAF 01/10 (Framework Document for accountants' reports on grant claims) of the Institute of Chartered Accountants in England and Wales (ICAEW). The Grant Recipient must not materially modify those terms and conditions without the prior consent in writing of the Authority.
- 9.4. Where a reasonable assurance report is required in accordance with this paragraph 8, the Grant Recipient is responsible for paying the independent accountant's fees.
- 9.5. The Authority may, at any time during and up to ten (10) years after the end of the Grant Funding Agreement, conduct additional audits or ascertain additional information where the Authority considers it necessary. The Grant Recipient agrees to grant the Authority or its Representatives access, as required, to all Funded Activity sites and relevant records. The Grant Recipient will ensure that necessary information and access rights are explicitly included within all arrangements with and sub-contractors.
- 9.6. If the Authority requires further information, explanations and documents, in order for the Authority to establish that the Grant has been used properly in accordance with the Grant Funding Agreement, the Grant Recipient will, within five (5) Working Days of a request by the Authority, provide the Authority, free of charge, with the requested information.
- 9.7. The Grant Recipient shall maintain a record of internal financial controls and procedures and provide the Authority with a copy if requested.

Retention of documents

- 9.8. The Grant Recipient shall retain all invoices, receipts, accounting records and any other documentation (including but not limited to, correspondence) relating to the Eligible Expenditure and all income generated by the Funded Activities during the Funding Period and retain all accounting records relating to that expenditure and income for a period of ten years from the date on which the Funding Period ends.
- 9.9. The Grant Recipient shall ensure that all its sub-contractors retain each record, item of data and document relating to the Funded Activities for a period of ten years from the date on which the Funding Period ends.
- 9.10. The Grant Recipient will promptly provide revised forecasts of income and expenditure:
 - 9.10.1. when these forecasts increase or decrease by more than 15% of the original expenditure forecasts; and/or
 - 9.10.2. at the request of the Authority.

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

- 10.1. The Grant Recipient will 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.
- 10.2. The Grant Recipient must have a sound administration and audit process, including internal financial controls to safeguard against fraud, theft, money laundering, counter terrorist financing or any other impropriety, or mismanagement in connection with the administration of the Grant. The Grant Recipient shall require that the internal/external auditors report on the adequacy or otherwise of that system.
- 10.3. All cases of fraud or theft (whether proven or suspected) relating to the Funded Activities must be notified to the Authority as soon as they are identified. 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 Authority may then request that the matter referred (which the Grant Recipient is obliged to carry out) to external auditors or other Third Party as required.
- 10.4. The Authority will have the right, at its absolute discretion, to insist that the Grant Recipient take additional to address any actual or suspected fraud, theft or other financial irregularity and/or to suspend future payment of the Grant to the Grant Recipient. Any grounds for suspecting financial irregularity includes what the Grant Recipient, acting with due care, should have suspected as well as what it actually proven.
- 10.5. The Grant Recipient agrees and accepts that it may become ineligible for Grant support and may be required to repay all or part of the Grant if it engages in tax evasion or aggressive tax avoidance in the opinion of Her Majesty's Revenue and Customs.
- 10.6. For the purposes of paragraph 10.4 "financial irregularity" includes (but is not limited to) potential fraud or other impropriety, mismanagement, and the use of the Grant for any purpose other than those stipulated in the Grant Funding Agreement. The Grant Recipient may be required to provide statements and evidence to the Authority or the appropriate organisation as part of pursuing sanctions, criminal or civil proceedings.

11. CONFLICTS OF INTEREST

- 11.1. 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 Funding Agreement.
- 11.2. 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.

12. CONFIDENTIALITY

- 12.1. Except to the extent set out in this paragraph 12 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 Funding 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 Funding Agreement.
- 12.3. Nothing in this paragraph 12 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; or pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources; or
 - 12.3.2. to any government department, consultant, contractor or other person engaged by the Authority, provided that in disclosing information under the Authority only discloses the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate;
 - 12.3.3. where disclosure is required by Law, including under the Information Acts.
- 12.4. The Authority shall require that the Contracted Parties do not disclose any Confidential Information to any Third Party without the prior written consent of the Authority and that the Contracted Parties comply with the following requirements:
 - 12.4.1. to the extent that it is necessary and approved by the Authority for the Contracted Parties to disclose Confidential Information to their staff, agents and sub-contractors, they shall ensure that such staff, agents and sub-contractors are subject to the same or equivalent obligations as the Contracted Parties in respect of all Confidential Information;
 - 12.4.2. the obligations in this Condition 11.4 shall continue to apply after the expiry or termination of this Grant Funding Agreement;
 - 12.4.3. the Contracted Parties shall not handle or examine any document or thing bearing a Government security classification higher than "Official" other than in a Government establishment and they shall not remove any such document or thing from such Government establishment without the prior written consent of the Authority;
 - 12.4.4. the Contracted Parties shall not communicate with representatives of the general or technical press, radio, television or other communications media with regard to this Grant Funding Agreement and related matters unless previously agreed in writing by the Authority; and
 - 12.4.5. the Contracted Parties shall not make use of this Grant Funding Agreement or any related Confidential Information otherwise than for the purposes of carrying out the required services related to this Grant Funding Agreement under its contract with the Authority unless previously agreed in writing by the Authority.

12.5. Nothing in this paragraph 12 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of its obligations under the Grant Funding 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. TRANSPARENCY

13.1. The Authority and the Grant Recipient acknowledge that, except for any information, which is exempt from disclosure in accordance with the provisions of the Information Acts, the content of the Grant Funding Agreement is not confidential.

14. CONSENTS

13.1 The Grant Recipient shall obtain all necessary consents from Third Parties including any and all planning permissions, environmental permits and land rights.

15. STATUTORY DUTIES

15.1. The Grant Recipient agrees to adhere to its obligations under the Law including but not limited to the Information Acts and the HRA.

15.2. 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.

15.3. 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.

15.4. 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 Funding Agreement without consulting the Grant Recipient.

15.5. 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 Funding 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.

16. DATA PROTECTION AND PUBLIC PROCUREMENT

Data Protection

- 16.1. The Grant Recipient and the Authority will comply at all times with its respective obligations under Data Protection Legislation.
- 16.2. The Parties agree that for the purposes of the Data Protection Legislation the Grant Recipient is a Data Controller and the Authority is a Data Controller unless otherwise specified in Annex 8 of these Conditions.
- 16.3. The Grant Recipient agrees that it is the Controller of any Personal Data processed by it pursuant to the Funded Activities and shall comply with the provisions set out in this paragraph 16 and Part 3 of Annex 8.
- 16.4. To the extent that the Grant Recipient and the Authority share any Personal Data for the purposes of this Grant Funding Agreement, the Parties accept that they are each a separate independent Controller in respect of such Personal Data. Each Party:
 - 16.4.1. shall comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data;
 - 16.4.2. will be individually and separately responsible for its own compliance; and
 - 16.4.3. do not and will not Process any Personal Data as Joint Controllers.
- 16.5. 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 UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

Public Procurement

- 16.6. The Grant Recipient will ensure that any of its Representatives involved in the Funded Activities will, adopt such policies and procedures that are required in order to ensure that value for money has been obtained in the procurement of goods or services funded by the Grant.
- 16.7. Where the Grant Recipient is a Contracting Authority within the meaning of the Procurement Regulations the Grant Recipient will comply, as necessary, with the Procurement Regulations when procuring goods and services in connection with the Grant Funding Agreement and the Authority shall not be liable for the Grant Recipient's failure to comply with its obligations under the Procurement Regulations.

17. SUBSIDY CONTROL

- 17.1. 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.
- 17.2. 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.

- 17.3. 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.

18. INTELLECTUAL PROPERTY RIGHTS

- 18.1. Intellectual Property in all IPR Material will be the property of the Grant Recipient. Other than as expressly set out in these Conditions, 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.
- 18.2. The Grant Recipient grants to the Authority a non-exclusive irrevocable and royalty-free, sub-licensable, worldwide licence to use the project report as detailed in Annex 6 for the purpose of supporting the Funded Activities and other projects.
- 18.3. Consistent with the good management of Intellectual Property Rights and the continued agreement of the Authority, the Grant Recipient shall:
- 18.3.1. use its best endeavours promote the dissemination of the IPR Materials (provided where and to the extent this would not be inconsistent with paragraph 18.3.2); and
 - 18.3.2. use best endeavours to, once the Grant Recipient has performed the Funded Activities to the satisfaction of the Authority, commercially exploit any IPR Material to generate either capital or revenue or both.
- 18.4. The Grant Recipient shall not transfer ownership of the IPR Material without the consent of the Authority.
- 18.5. If, within three (3) years of its creation, any IPR Material has not been commercially exploited by the Grant Recipient, the Authority may, at its absolute discretion, require the Grant Recipient to make the IPR Material publicly available and provide non-exclusive irrevocable and royalty-free, sub-licensable, worldwide licences of the IPR Material to third parties. Should the Authority choose to exercise its discretion under this clause, it will notify the Grant Recipient in accordance with paragraph 3 of the Grant Funding Agreement.
- 18.6. Ownership of Third Party software or other IPR necessary to deliver Funded Activities will remain with the relevant Third Party.
- 18.7. The Grant Recipient must ensure that they have obtained the relevant agreement from the Third Party proprietor before any additions or variations are made to the standard 'off-the-shelf' versions of any Third Party software and other IPR. The Grant Recipient will be responsible for obtaining and maintaining all appropriate licences to use the Third Party software.

19. ENVIRONMENTAL REQUIREMENTS

- 19.1. The Grant Recipient shall perform the Funded Activities in accordance with the Authority's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
- 19.2. The Grant Recipient shall pay due regard to the use of recycled products, so long as they are not detrimental to the provision of the Funded Activities or the environment, to include the use of all packaging, which should be capable of recovery for re-use or recycling.
- 19.3. The Grant Recipient shall take all possible precautions to ensure that any equipment and materials used in the provision of the Funded Activities do not contain chlorofluorocarbons, halons or any other damaging substances, unless unavoidable, in which case the Authority shall be notified in advance of their use. The Grant Recipient shall endeavour to reduce fuel emissions wherever possible.

20. ASSETS

Inventory of the Assets

- 20.1. The Grant Recipient must keep a register of all Fixed Assets and/or Major Assets acquired or improved at a cost exceeding **£10,000** wholly or partly using the Grant provided under the Grant Funding Agreement. Where the cost of purchasing or improving the Fixed Assets and/or Major Assets exceeds **£100,000** prior written approval must be obtained from the Authority and the Asset should be recorded on the fixed asset register kept by the Grant Recipient.
- 20.2. For the avoidance of doubt, IPR developed during the Funding Period is not considered to be an Asset subject to this paragraph 18.
- 20.3. The Grant may be used for the depreciation of any Assets that are used for delivery of the Funded Activities and only in accordance with Annex 5 of the Grant Funding Agreement.
- 20.4. For each entry in the register the following particulars must be shown where appropriate:
- 20.4.1. date of acquisition or improvement;
 - 20.4.2. description of the Asset;
 - 20.4.3. cost, net of recoverable VAT;
 - 20.4.4. location of the Asset;
 - 20.4.5. serial or identification numbers;
 - 20.4.6. location of the title deeds;

20.4.7. date of any Disposal;

20.4.8. depreciation/amortisation policy applied;

20.4.9. proceeds of any Disposal net of VAT; and

20.4.10. the identity of any person to whom the Asset has been transferred or sold.

20.5. The Authority reserves the right to require the Grant Recipient to maintain the above particulars as set out in 20.4.1-20.4.10 for any additional items which the Authority considers material to the overall Grant.

Disposal of Asset

20.6. Where the Grant Recipient uses any of the Grant to develop, improve or purchase any Assets, the Grant Recipient must ensure that the Assets are maintained in good condition over the Asset Owning Period.

20.7. The Authority reserves the right to determine the outcome of any Asset created as a result of the Funded Activities or purchased with the Grant.

20.8. The Grant Recipient must not dispose of any Assets that have been totally or partly bought, restored, conserved (maintained or protected from damage) or improved with the Grant without the prior written consent of the Authority. If the Authority grants consent to the Disposal, such consent may be subject to satisfaction of certain conditions, to be determined by the Authority.

20.9. If the Grant Recipient disposes of any Asset without the prior written consent of the Authority, the Grant Recipient must use all reasonable endeavours to achieve the market price for the Assets and must pay to the Authority a proportion of the proceeds of such sale, equivalent to the proportion of the purchase or development costs of the Assets that was funded by the Grant, provided that the Authority may at its discretion allow the Grant Recipient to keep all or a part of the relevant proceeds where:

20.9.1. the sale of the Assets takes place after the end of the Asset Owning Period;

20.9.2. the proceeds of sale are to be applied directly to the purchase by the Grant Recipient of assets that are equivalent to or replacements for the Assets; or

20.9.3. the Authority is otherwise satisfied that the Recipient will apply those proceeds for purposes related to the Funded Activities.

20.10. The Grant Recipient shall hold the proceeds from the Disposal of any Asset on trust for the Authority.

Charging of any Asset

20.11. The Grant Recipient shall not create any charge, legal mortgage, debenture or lien over any Asset without the prior written consent of the Authority.

21. INSURANCE

21.1. The Grant Recipient will during the term of the Funding Period and for as long as it reasonably considers it necessary following the termination or expiry of these Conditions, ensure that it has and maintains, at all times adequate insurance with an insurer of good repute to cover claims under the Grant Funding Agreement or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with the Funded Activities or the Grant Funding Agreement.

21.2. The Grant Recipient will upon request produce to the Authority its policy or policies of insurance or where this is not possible, a certificate of insurance issued by the Grant Recipient's insurance brokers confirming the insurances are in full force and effect together with confirmation that the relevant premiums have been paid.

21.3. Where the Grant Recipient receives more than [10%] per cent of the Grant Recipient's total income from public funds, the Grant Recipient will notify the Authority. The Authority will review the nature of the control of Grant Recipient's organisation to determine any resulting requirement for reclassification which may in turn change the insurance requirements under the Grant Funding Agreement.

22. ASSIGNMENT

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

22.2. Any approval given by the Authority will be subject to a condition that the Grant Recipient has first entered into a Grant Funding Agreement, authorised by the Authority, requiring the Grant Recipient to work with another organisation in delivering the Funded Activities.

23. PARENT COMPANY GUARANTEE

23.1. Where:

- (a) the Authority determines that the Contractor is a special purpose vehicle (SPV); or
- (b) the Contractor does not satisfy the financial viability checks undertaken by the Authority, and the Contractor has a parent company who is able to satisfy the Authority's financial viability checks, then, where requested to do so by the Authority, the Contractor shall on the execution of this Contract provide to the Authority a guarantee by the Contractor's parent company (whose identity shall be agreed by the Authority) which shall, unless otherwise agreed by the Authority, be substantially in the form of the document identified in Annex 2 of this Contract (Parent Company Guarantee).

24. SPENDING CONTROLS – MARKETING, ADVERTISING, COMMUNICATIONS AND CONSULTANCY

- 24.1. The Grant Recipient must seek permission from the Authority prior to any proposed expenditure on advertising, communications, consultancy or marketing either in connection with, or using the Grant.
- 24.2. The Grant Recipient should provide evidence that any marketing, advertising, communications and consultancy expenditure carried out in connection with, or using the Grant will deliver measurable outcomes that meet government objective to secure value for money.

25. LOSSES, GIFTS AND SPECIAL PAYMENTS

- 25.1. The Grant Recipient must obtain prior written consent from the Authority before:

- 25.1.1. writing off any debts or liabilities;
- 25.1.2. offering to make any Special Payments; and
- 25.1.3. giving any gifts,

in connection with this Grant Funding Agreement.

- 25.2. The Grant Recipient will keep a record of all gifts, both given and received, in connection with the Grant or any Funded Activities.

26. BORROWING

- 26.1. In accordance with paragraph 20.11 and this 26, the Grant Recipient must obtain prior written consent from the Authority before:

- 26.1.1. borrowing or lending money from any source in connection with the Grant Funding Agreement; and
- 26.1.2. giving any guarantee, indemnities or letters of comfort that relate to the Grant Funding Agreement, or have any impact on the Grant Recipient's ability to deliver the Funded Activities set out in the Grant Funding Agreement.

27. PUBLICITY

- 27.1. The Grant Recipient gives consents 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 7 of these Conditions. The Authority shall not publish any information which is in its view commercially sensitive unless legally required to do so.
- 27.2. 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.
- 27.3. The Grant Recipient will not publish any material referring to the Funded Activities or the Authority without the prior written agreement of the Authority.

- 27.4. 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.
- 27.5. 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.
- 27.6. 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.

28. CHANGES TO THE AUTHORITY'S REQUIREMENTS

- 28.1. The Authority will notify the Grant Recipient of any changes to their activities, which are supported by the Grant.
- 28.2. The Grant Recipient will accommodate any changes to the Authority's needs and requirements under these Conditions.

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

- 29.1. Without prejudice to the Authority's other rights and remedies, if the Grant Recipient fails to comply with any of its obligations in the Grant Funding Agreement the Authority may in preference to the standard notice period set out in paragraph 29.18 and at its discretion, reduce, suspend, or terminate payments of Grant, or require any part or all of the Grant to be repaid.
- 29.2. Where Grant is to be repaid in accordance with paragraph 29.1, such repayment shall apply to the Grant awarded for both Phase 1 and Phase 2 of this Grant Funding Agreement.
- 29.3. Where the Authority requires any part or all of the Grant to be repaid in accordance with paragraph 29.1 above, the Grant Recipient shall repay this amount no later than 30 days of the date it received the demand for repayment. If the Grant Recipient fails to repay the Grant within 30 days of a demand from the Authority for payment, the sum will be recoverable summarily as a civil debt.
- 29.4. The Authority may exercise its rights set out in paragraph 29.5 if any of the following events occur:
- 29.4.1. the Grant Recipient uses the Grant for a purpose other than the Funded Activities or fails to comply with any of the other obligations of the Grant Funding Agreement;
- 29.4.2. where delivery of the Funded Activities does not start within **[one (1) month]** of the Commencement Date and the Grant Recipient has failed to provide the Authority with a

satisfactory explanation for the delay, or failed to agree a new Commencement Date with the Authority;

- 29.4.3. the Grant Recipient fails to achieve any of the Conditions Subsequent by the date for their satisfaction set out in Annex 3;
- 29.4.4. the Grant Recipient uses the Grant for Ineligible Expenditure;
- 29.4.5. the Grant Recipient fails, in the Authority's opinion, to make satisfactory progress with the Funded Activities and in particular, with meeting the Agreed Outputs set out in Annexes 2,3, 6 of these Conditions;
- 29.4.6. the Grant Recipient fails to:
 - (i) submit an adequate Remedial Action Plan to the Authority following a request by the Authority pursuant to paragraph 29.5.4 or paragraph 6.2.4; or
 - (ii) improve delivery of the Funded Activities in accordance with the Remedial Action Plan approved by the Authority;
- 29.4.7. the Grant Recipient is, in the opinion of the Authority, delivering the Funded Activities in a negligent manner (in this context negligence includes but is not limited to failing to prevent or report actual or anticipated fraud or corruption);
- 29.4.8. the Grant Recipient fails to declare Duplicate Funding;
- 29.4.9. the Grant Recipient fails to obtain any Match Funding;
- 29.4.10. the Grant Recipient receives 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;
- 29.4.11. the Grant Recipient provides the Authority with any materially misleading or inaccurate information and/or any of the information provided in their grant application or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Authority considers to be significant;
- 29.4.12. the Grant Recipient commits or has committed a Prohibited Act or fails to report a Prohibited Act to the Authority, whether committed by the Grant Recipient, or a Third Party, as soon as they become aware of it;
- 29.4.13. the Authority determines (acting reasonably) that any director or employee of the Grant Recipient has:
 - (i) acted dishonestly or negligently at any time during the term of the Grant Funding Agreement and to the detriment of the Authority; or
 - (ii) taken any actions which unfairly bring or are likely to unfairly bring the Authority's name or reputation and/or the Authority into disrepute. Actions include omissions in this context;

- (iii) transferred, assigns or novates the Grant to any Third Party without the Authority's consent; or
- (iv) incurred expenditure on activities that breach the Law,

29.4.14. the Grant Recipient ceases to operate for any reason, or it 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);

29.4.15. the Grant Recipient 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;

29.4.16. the European Commission (or a Domestic Successor) or the Court of Justice of the European Union (or a Domestic Successor) 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.

29.4.17. a court, tribunal or independent body or authority of competent jurisdiction requires any Grant paid to be recovered by reason of breach of the UK's obligations under the Trade and Cooperation Agreement or the terms of any UK subsidy control legislation;

29.4.18. the Grant Recipient breaches the Code of Conduct and/or fails to report an actual or suspected breach of the Code of Conduct by the Grant Recipient or its Representatives in accordance with paragraph 34.2.

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

29.5. 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:

29.5.1. suspend the payment of Grant for such period as the Authority shall determine; and/or

29.5.2. 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

29.5.3. cease to make payments of Grant to the Grant Recipient under the Grant Funding 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. Such sums shall be recovered as a civil debt; and/or

29.5.4. give the Grant Recipient an opportunity to remedy the Event of Default (if remediable) in accordance with the procedure set out in paragraphs 29.6 to 29.13; and/or

29.5.5. terminate the Grant Funding Agreement.

Opportunity for the Grant Recipient to remedy an Event of Default

- 29.6. If the Authority gives written notice to the Grant Recipient pursuant to paragraph 29.5.4 to remedy the Event of Default (if remediable), such notice shall specify the relevant Event of Default and give the Grant Recipient an opportunity to rectify the relevant Event of Default by submitting a Draft Remedial Action Plan for approval by the Authority.
- 29.7. Where the Grant Recipient is required to submit a draft Remedial Action Plan in accordance with paragraph 29.6, the draft Remedial Action Plan shall be submitted to the Authority for approval, within 5 Working Days of the Grant Recipient receiving notice from the Authority.
- 29.8. The draft Remedial Action Plan shall set out:
- 29.8.1. full details of the Event of Default; and
 - 29.8.2. the steps which the Grant Recipient proposes to take to rectify the Event of Default including timescales for such steps.
- 29.9. On receipt of the draft Remedial Action Plan and as soon as reasonably practicable, the Authority will submit its comments on the draft Remedial Action Plan to the Grant Recipient.
- 29.10. The Authority shall have the right to accept or reject the draft Remedial Action Plan. If the Authority rejects the draft Remedial Action Plan, the Authority shall confirm, in writing, the reasons why they have rejected the draft Remedial Action Plan and will confirm whether the Grant Recipient is required to submit an amended Remedial Action Plan to the Authority.
- 29.11. If the Authority directs the Grant Recipient to submit an amended draft Remedial Action Plan, the Parties shall agree a timescale for the Grant Recipient to amend the draft Remedial Action Plan to take into account the Authority's comments.
- 29.12. If the Authority does not approve the draft Remedial Action Plan the Authority may, at its absolute discretion, terminate the Grant Funding Agreement.
- 29.13. The Authority shall not by reason of the occurrence of an Event of Default which is, in the opinion of the Authority, capable of remedy, exercise its rights under either paragraph 29.5.3 or 29.5.5 unless the Grant Recipient has failed to rectify the default pursuant to paragraph 29.6 to the satisfaction of the Authority.

Change of Control

- 29.14. 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 and provided such notification does not contravene any Law.
- 29.15. The Grant Recipient shall ensure that any notification made pursuant to paragraph 29.14 shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.
- 29.16. If the Authority, acting reasonably, considers that:

- 29.16.1. the Change of Control will be materially detrimental to the Funded Activities and/or;
- 29.16.2. the new body corporate cannot continue to receive the Grant because they do not meet the Eligibility Criteria used to award the Grant to the Grant Recipient;
- 29.16.3. the Authority believes that the Change of Control would raise national security concerns and/or;
- 29.16.4. the new body corporate intends to make fundamental change(s) to the purpose for which the Grant was given;

the Authority shall be entitled to exercise its rights under paragraph 29.1 of these Conditions to reduce, suspend, or terminate payments of Grant, require any part or all of the Grant to be repaid and/or terminate the Grant Funding Agreement by providing the Grant Recipient with notification of its proposed action in writing within three (3) months of:

- i. being notified in writing that a Change of Control is anticipated or is in contemplation or has occurred; or
- ii. where no notification has been made, the date that the Authority becomes aware that a Change of Control is anticipated or is in contemplation or has occurred.

29.17. The Authority shall not be entitled to terminate where the Authority approved or consented to the Change of Control in writing prior to the Change of Control.

General Termination rights

29.18. Notwithstanding the Authority's right to terminate the Grant Funding Agreement pursuant to paragraph 29.5.5 above, either Party may terminate the Grant Funding Agreement at any time by giving at least **3 months** written notice to the other Party.

29.19. If applicable, all Unspent Monies (other than those irrevocably committed in good faith before the date of termination, in line with the Grant Funding Agreement and approved by the Authority as being required to finalise the Funded Activities) shall be returned to the Authority within 30 days of the date of receipt of a written notice of termination from the Authority.

29.20. If the Authority terminates the Grant Funding Agreement in accordance with paragraph 29.18 the Authority may choose to pay the Grant Recipient's reasonable costs in respect of the delivery of the Funded Activities performed up to the termination date. Reasonable costs will be identified by the Grant Recipient and will be subject to the Grant Recipient demonstrating that they have taken adequate steps to mitigate their costs. For the avoidance of doubt, the amount of reasonable costs payable will be determined solely by the Authority.

29.21. 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.

30. EXIT PLAN

- 30.1. Where the Authority requires the Grant Recipient to prepare an Exit Plan to allow the cessation or seamless transfer of the Funded Activities, the Grant Recipient shall prepare the Exit Plan within three (3) months of the signing of the Grant Funding Agreement and shall comply with the exit provisions set out in Annex 10 of these Conditions.
- 30.2. The Grant Recipient shall provide the Authority with a grant closure report, commercial progress report (if applicable), and a reasonable assurance report, in the format required by the Authority within one (1) month of the Final Milestone as set out in Annex 3 of the Grant Funding Agreement.

31. DISPUTE RESOLUTION

- 31.1. The Parties will use all reasonable endeavours to negotiate in good faith, and settle amicably, any dispute that arises during the continuance of the Grant Funding Agreement.
- 31.2. All disputes and complaints (except for those which relate to the Authority's right to withhold funds or terminates the Grant Funding Agreement) shall be referred in the first instance to the Parties Representatives.
- 31.3. If the dispute cannot be resolved between the Parties Representatives within a maximum of **3 months**, then the matter will be escalated to formal meeting between the Grant Manager and the Grant Recipient's chief executive (or equivalent).

32. LIMITATION OF LIABILITY

- 32.1. The Authority accepts no liability for any consequences, whether direct or indirect, that may come about from the Grant Recipient delivering/running the Funded Activities, the use of the Grant or from withdrawal, withholding or suspension of the Grant. The Recipient shall indemnify and hold harmless the Authority, its Representatives with respect to all actions, claims, charges, demands Losses and 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 Funding Agreement or its obligations to Third Parties.
- 32.2. Subject to this paragraph 32, the Authority's liability under this Grant Funding Agreement is limited to the amount of Grant outstanding.
- 32.3. For the avoidance of doubt, the indemnity provided to the Authority and its Representatives in paragraph 31.1 is provided to the Secretary of State for Business, Energy & Industrial Strategy (as defined as the Authority) and its Representatives in the context of the Funded Activities. The indemnity does not extend beyond such agreed scope or apply to any other UK Government Department or its representatives regardless of their involvement with any aspect of the Funded Activities or their involvement with any larger project that the Funded Activities may form part of or are related to.

32.4. The Grant Recipient and consortium members' total aggregate liability to the Authority, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Funded Activities, the Grant and the Grant Funding Agreement shall be limited to £4,000,000 or twice the Grant value, whichever is higher. Nothing in this Condition 32.4 or any other Condition in this Grant Funding Agreement limits any liability of a party which cannot legally be limited, including liability for death or personal injury caused by negligence; and fraud or fraudulent misrepresentation.

33. VAT

33.1. If VAT is held to be chargeable in respect of the Grant Funding 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.

33.2. 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 HMRC in addition to such sums, or other consideration, pay to HMRC all the VAT so payable upon the receipt of a valid VAT invoice.

34. CODE OF CONDUCT FOR GRANT RECIPIENTS

34.1. The Grant Recipients acknowledges that by signing the Grant Funding Agreement it agrees to take account of the Code of Conduct for Grant Recipients ([https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/754555/2018-11-06 Code of Conduct for Grant Recipients.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/754555/2018-11-06_Code_of_Conduct_for_Grant_Recipients.pdf)), which includes ensuring that its Representatives undertake their duties in a manner consistent with the principles set out in the Code of Conduct.

34.2. The Grant Recipient shall immediately notify the Authority if it becomes aware of any actual or suspected breaches of the principles outlined in the Code of Conduct.

34.3. The Grant Recipient acknowledges that a failure to notify the Authority of an actual or suspected breach of the Code of Conduct may result in the Authority immediately suspending the Grant funding, terminating the Grant Funding Agreement and taking action to recover some or all of the funds paid to the Grant Recipient as a civil debt in accordance with paragraph 29.4.18.

35. NOTICES

35.1. All notices and other communications in relation to this Grant Funding 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 referred to in Annex 7 or otherwise notified in writing. All notices and other communications must be marked for the attention of the contact specified in Annex 7 (Contact Details). 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.

36. GOVERNING LAW

36.1. These Conditions 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 English courts.

SIGNED by:
Signature

[insert authorised signatory's name]
Title

for and on behalf of the Secretary of State for Business, Energy and Industrial Strategy
Date

SIGNED by
Signature

[insert authorised signatory's name]
Title

for and on behalf of [insert name of Recipient]
Date

**ANNEX 1 – GRANT FUNDING LETTER AND GRANT APPLICATION
PART A - GRANT FUNDING LETTER**

[Include a copy of your Grant Funding Letter]

ANNEX 1

PART B – GRANT RECIPIENT'S [GRANT APPLICATION]

[Include the Grant Recipient's application here]

ANNEX 2 –THE FUNDED ACTIVITIES

1. Background/purpose of the Grant

1.1. Background

This Longer Duration Energy Storage Competition for Stream 1 (the Competition) is a £37.2M funding opportunity for ~3 projects to demonstrate first-of-a-kind longer duration (minimum 4 hours) energy storage facilities, using innovative storage technologies.

The aim of the Competition is to further accelerate commercialisation of innovative energy storage technologies. It will do this by focusing on technologies that provide longer duration storage capability and can provide novel services/system benefits.

Why energy storage?

The UK energy system is connecting increasingly high volumes of low carbon and renewable generation. A net zero energy system will need significant levels of flexibility to integrate these volumes of low carbon power, heat and transport. This flexibility will primarily come from storage, demand side response and interconnection to other countries – and could deliver savings of up to £6-12bn by 2050¹. The domestic market for smart systems and flexibility could contribute up to £1.3 bn to the UK's gross domestic product (GDP), as well as up to 10,000 jobs. In addition, export opportunities for smart systems and flexibility produces and services could be worth up to £2.7bn and 14,000 jobs².

Energy storage is expected to be one of the key components in a smarter, more flexible energy system. Storage technologies can maximise the use of intermittent and distributed renewable generation, by storing and discharging energy when demanded by consumers, further displacing carbon intensive generation. They can also provide essential balancing services, providing system stability and mitigating network constraints by relieving congestion on the grid. Storage assets can also defer or avoid the need for costly network reinforcement to secure a lower-cost, low carbon and secure energy system for the future.

Why longer duration storage?

Longer duration energy storage technologies could help reduce the cost of meeting the UK's net zero targets by storing excess low-carbon generation for longer periods of time, helping to manage variation in renewable energy generation, such as extended periods of low wind. This could reduce the amount of back-up fossil fuel capacity and dispatchable low-carbon generation (carbon capture and storage) that would otherwise be needed to meet demand, as well as avoid the cost of curtailing renewable energy in periods of excess supply. Alternatively, it could displace carbon-intensive energy consumption by providing low-carbon heat or energy carries. In 2020, the UK curtailed its wind energy generation on 75% of days, amounting to over 3.6 terawatt-hours (TWh) of curtailed generation which could have been stored and subsequently delivered back to the grid or supplied directly to consumers.³

Why the need for innovation?

¹ Modelling 2050: Electricity System Analysis (2020) <https://www.gov.uk/government/publications/modelling-2050-electricity-system-analysis> . Note that this analysis only include intra-day storage.

² BEIS, Energy Innovation Needs Assessment (2019), <https://www.gov.uk/government/publications/energy-innovation-needs-assessments>

³ Lane, Clark and Peacock, 2020. "Is battery storage a good investment opportunity?" <https://www.lcp.uk.com/energy/publications/is-battery-storage-a-good-investment-opportunity/>

Lithium-ion batteries, which are currently deploying most readily in the overall storage market, are unlikely to be cost-competitive for longer durations. The only mature solution for longer duration energy storage is conventional pumped hydropower storage, of which there are already 3 GW connected to the UK energy system. There is a need for new technologies that can provide longer duration grid flexibility, utilising excess electricity generation. These technologies might either return electricity to the grid at a later time or use it in other sectors such as domestic and industrial heating, or to produce energy carriers such as hydrogen. Many of the technologies in the longer duration storage space are first-of-a-kind technologies that are not yet commercial or have not been demonstrated at scale before, and there is significant potential for innovation. UK companies have developed innovative, large-scale, longer duration energy storage solutions which could provide flexibility to the energy system. These innovative technologies, which have not yet been deployed commercially or demonstrated at scale have the potential for significant cost reductions or displacement of carbon-intensive consumption.

1.2. **Aims and objectives of the Funded Activities**

The Competition will seek to achieve this aim by providing projects with grant funding towards capital expenditure (CAPEX). This support will enable first-of-a-kind demonstrators for technologies currently at technology readiness levels (TRLs) between 6 and 7.

[Project-specific objectives inserted here]

2. **Funded Activities**

ANNEX 3 – PAYMENT SCHEDULE

INSTALMENT/ INSTALMENT PERIOD	GRANT SUM PAYABLE	PAYMENT MILESTONE (month and year)	DATE/
Year 1			
1st			
2nd			
3rd			
4th			
Total for Year 1			
Year 2			
1st			
2nd			
3rd			
4th			
Total for Year 2			
Funding retained from previous year(s)			
Total for Grant			

Approved Match Funding

GRANT FUNDING PERIOD	TOTAL MATCH FUNDING RECEIVED	MATCH FUNDING PAYMENT DATE
Year 1		
Year 2		
Year 3		

ANNEX 4 – GRANT RECIPIENT’S BANK DETAILS

Part 1: Grant recipient details

Name of Main Grant Holder

Address of Grant Holder

Grant Determination number

Postcode:

Grant name

Contact telephone number

Part 2: Bank details

Bank / Building Society name

Account name

Branch name

Account number

Bank sort code

Account type

Building Society roll number

Branch address

Postcode:

Part 3: Address for remittance advice

Choose one method only

Send our remittance advice by post

Postal address (if different from Part 1)

Postcode

Send our remittance advice via email

Part 4: Authorised signatories

The names and specimen signatures of people authorised to sign claim forms on behalf of the person who signed the Grant Funding Agreement are shown below. These signatures are binding on this organisation in respect of the Agreement.

Name

Position in the organisation

Signature

Date

--	--	--	--	--

Name

Position in the organisation

Signature

Date

--	--	--	--	--

Part 5: Grant recipient declaration

To be completed by the person who signed the Grant Letter/ Grant Funding Agreement

- I certify that the information given on this form is correct.
- I agree that following discussions, any overpayments can be automatically recovered from future payments.

Name

Signature *(the person who signed the agreement)*

Date

--	--	--	--	--

Return this form to the address indicated in the Grant Letter, alongside a signed Grant Funding Agreement.

General Data Protection Regulation (2018): The information on this form will be recorded on the Authority’s computer system. The information provided will be used for paying your fees and will not be passed to anyone outside of the Authority without the permission of the Grant Recipient.

ANNEX 6 – AGREED OUTPUTS AND LONG TERM OUTCOMES

The Grant Recipient is required to achieve the following milestones and performance measures in connection with the Grant:

Agreed Outputs

- 1.
- 2.
- 3.
- 4.

Outputs measured Year 1	Measure	Frequency (annually/quarterly/monthly/other)
Year 2		

Milestone Demonstrators:

[]

ANNEX 6A –PHASE 2 CRITERIA

ANNEX 7 – CONTACT DETAILS

The main departmental contact in connection with the Grant is:

Name of contact	[REDACTED]
Position in organisation	[REDACTED]
Email address	[REDACTED]
Telephone number	[REDACTED]
Fax number	[REDACTED]
Postal address	[REDACTED]

This information is correct at the date of the Grant Funding Agreement. The Authority will send you a revised contact sheet if any of the details changes.

The Grant Recipient's main contact in connection with the Grant Funding Agreement is:

Reference	
Organisation	[REDACTED]
Name of contact	[REDACTED]
Position in organisation	[REDACTED]
Email address	[REDACTED]
Telephone number	[REDACTED]
Fax number	[REDACTED]
Postal address	[REDACTED]

Please inform the Authority if the Grant Recipient's main contact changes.

ANNEX 8 – DATA PROTECTION PROVISIONS

DATA PROTECTION LEGISLATION PARAGRAPH DEFINITIONS:

Where they appear in this Annex 8:

Breach, Data Protection Officer and Data Subject, take the meaning given in the UK GDPR.

Data Protection Impact Assessment: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held by the Processor under these Conditions, and/or actual or potential loss and/or destruction of Personal Data in breach of these Conditions, including any Personal Data Breach.

Data Subject Request: a request made by, or on behalf of, a data subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

Processor Personnel: means all directors, officers, employees, agents, consultants and Recipients of the Processor and/or of any sub-Processor engaged in the performance of its obligations under these Conditions.

Protective Measures: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

Sub-processor: any Third Party appointed to process Personal Data on behalf of that Processor related to these Conditions.

DATA PROTECTION

1. DATA PROTECTION

- 1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Grant Recipient is the Processor unless otherwise specified in this Annex 8. The only processing that the Processor is authorised to do is listed in Part 1 of Annex 8 by the Controller and may not be determined by the Processor.
- 1.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

- 1.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of data subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under these Conditions:
- (a) process that Personal Data only in accordance with this Annex 8, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Processor Personnel do not process Personal Data except in accordance with these Conditions (and in particular Part 1 of Annex 8);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this paragraph;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any Third Party unless directed in writing to do so by the Controller or as otherwise permitted by these Conditions; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
 - (d) not transfer Personal Data outside of the EU (which for the purposes of this limb (d) shall be deemed to include the UK) unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or DPA 2018 Section 75) as determined by the Controller;

- (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

- 1.5 Subject to paragraph 1.6, the Processor shall notify the Controller immediately if it:
- (a) receives a Data Subject Request (or purported Data Subject Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under these Conditions;
 - (e) receives a request from any Third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.

- 1.6 The Processor's obligation to notify under paragraph 1.5 shall include the provision of further information to the Controller in phases, as details become available.

- 1.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Data Loss Event;
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

- 1.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this paragraph. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the processing is not occasional;
 - (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or

- (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 1.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 1.11 Before allowing any Sub-processor to process any Personal Data related to these Conditions, the Processor must:
 - (a) notify the Controller in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this paragraph 1.11 such that they apply to the Sub-processor; and
 - (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 1.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 1.13 The Authority may, at any time on not less than 30 Working Days' notice, revise this paragraph by replacing it with any applicable controller to processor standard paragraphs or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to these Conditions).
- 1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend these Conditions to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 1.15 Where the Parties include two or more Joint Controllers in respect of Personal Data under this Grant Funding Agreement as identified in Part 1 of Annex 8 in accordance with UK GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Part 2 of Annex 8 in replacement of paragraphs 1.1 to 1.14 for the Personal Data under Joint Control.

ANNEX 8

Part 1: Schedule of Processing, Personal Data and Data Subjects

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are: **[Insert Contact details]**
2. The contact details of the Processor's Data Protection Officer are: **[Insert Contact details]**
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Grant Recipient is the Processor in accordance with paragraph 1.1.
Subject matter of the processing	[Guidance: this should be a high level, short description of what the processing is about i.e. its subject matter of the contract.] [Example: The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide a service to members of the public.]
Duration of the processing	[Guidance: clearly set out the duration of the processing including dates.]
Nature and purposes of the processing	[Guidance: Please be as specific as possible, but make sure that you cover all intended purposes.] The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc]
Type of Personal Data being Processed	[Guidance: examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]

<p>Categories of Data Subject</p>	<p><i>[Guidance: examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i></p>
<p>Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data</p>	<p><i>[Guidance: describe how long the data will be retained for, how it be returned or destroyed]</i></p>

ANNEX 8
Part 2: Annex for Joint Controller Agreements

NOT USED

ANNEX 8

Part 3: Annex for Independent Controller

1. The Parties acknowledge that for the purpose of Data Protection Legislation the Grant Recipient is the Controller of any Personal Data processed by it pursuant to the Funded Activities. To the extent that the Grant Recipient and the Authority share any Personal Data for the purposes specified in paragraph 4, the Parties acknowledge that they are each separate independent Controllers in respect of such data.
2. The Grant Recipient shall (and shall procure that any of its Representatives shall) adhere to all applicable provisions of the Data Protection Legislation and not put the Authority in breach of the Data Protection Legislation.
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.
4. Subject to paragraph 6(b), the Grant Recipient agrees that the Authority and its Representatives may use Personal Data which the Grant Recipient provides about its staff and partners involved in the Funded Activities to exercise the Authority's rights under this Agreement and or to administer the Grant or associated activities. Furthermore, the Authority agrees that the Grant Recipient and its Representatives may use Personal Data which the Authority provides about its staff involved in the Funded Activities to manage its relationship with the Authority.
5. The Grant Recipient agrees that the Authority may share details of the Grant, including the name of the Grant Recipient's organisation, with the UK Government [and that these details may appear on the Government Grants Information System database which is available for search by other funders.
6. The Authority and the Grant Recipient shall:
 - (a) ensure that the provision of Personal Data to the other Party is in compliance with the Data Protection Legislation (including by ensuring all required fair processing information has been given to affected Data Subjects); and
 - (b) ensure that it only shares Personal Data with the other Party to the extent required in connection with Funded Activities.
7. Where a Party (the "**Data Receiving Party**") receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data shared pursuant to this Agreement:
 - 7.1. the other Party shall provide any information and/or assistance as reasonably requested by the Data Receiving Party to help it respond to the request or correspondence, at the Data Receiving Party's cost; or
 - 7.2. where the request or correspondence is directed to the other party and/or relates to the other Party's Processing of the Personal Data, the Data Receiving Party will:

- 7.3. promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - 7.4. provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
8. Each Party shall promptly notify the other upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to this Agreement and shall:
 - 8.1. do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Data Breach;
 - 8.2. implement any measures necessary to restore the security of any compromised Personal Data;
 - 8.3. work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - 8.4. not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
9. Without limiting any other provision of this Annex 8, Part 3, each of the Parties shall, on request, provide such information and assistance as is reasonably requested by the other Party to assist the other Party in complying with the Data Protection Legislation in respect of the Personal Data.
10. The Authority and the Grant Recipient shall not retain or process Personal Data for longer than is necessary to perform the respective obligations under this Agreement.
11. The Grant Recipient will notify the Authority of any change to its constitution, legal form, membership structure (if applicable) or ownership, and of any complaint or investigation by any regulatory body or the police into its activities or those of its staff or officers or volunteers.

[Guidance: paragraph 12 below should be added where the Grant Recipient and Authority are both independent Controllers, the Grant Recipient is based in the European Economic Area (EEA) and there is data flow from the EEA to the UK.

The agreement of the Bridge in the EU-UK Trade and Cooperation Agreement enables businesses and public bodies across all sectors to continue to freely receive data from the EU (and EEA). Nonetheless ICO guidance is that public bodies that work with EU and EEA organisations who transfer personal data to them should as a sensible precaution, during the Bridge period, put in place alternative transfer mechanisms (which may include Standard Contractual Clauses), to safeguard against any interruption to the free flow of EU to UK personal data.

Paragraph 12 is not required in respect of data flows from the UK to the EEA because the UK has deemed the EU/EEA as adequate on a transitional basis. Paragraph 12 is also not appropriate for a use where:

- a) the Grant Recipient is a Controller based in the EEA and the Authority is a Processor. Such an arrangement is likely to be unusual in the context of a grant agreement and departments will need to discuss the incorporation of alternative Standard Contractual Clauses with lawyers in such circumstances; or
- b) the Grant Recipient is a Processor based in the EEA and the Authority is a Controller. In these circumstances departments should refer to DCMS' 'End of TP Departmental Guidance' available on GLD' LION network and discuss with their departmental lawyers.]

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12. In the event that both Parties are Controllers of the Personal Data, the Parties agree:

- 12.1. that without any further action being required they have entered into the Standard Contractual Clauses in the European Commission's decision 2004/915/EC set out in Part 4 to Annex 8 in respect of data transfers by the Grant Recipient outside of the European Economic Area;
- 12.2. that, where no other appropriate safeguard or exemption applies, the Personal Data subject to this Grant Funding Agreement (and to which Chapter V of the GDPR applies) will be transferred in accordance with those Standard Contractual Clauses as of the date the Parties entered into those Standard Contractual Clauses;
- 12.3. to use best endeavours to complete the annexes to the Standard Contractual Clauses promptly and at their own cost for the purpose of giving full effect to them; and
- 12.4. that if there is any conflict between this Grant Funding Agreement and the Standard Contractual Clauses the terms of the Standard Contractual Clauses shall apply.

ANNEX 8

Part 4: Controller to Controller Standard Contractual Clauses

Standard contractual clauses for the transfer of personal data from the Community to third countries (controller to controller transfers)

Data transfer agreement

between

(name)

(address and country of establishment)

hereinafter “data exporter”)

and

(name

(address and country of establishment)

hereinafter “data importer”

each a “party”; together “the parties”.

Definitions

For the purposes of the clauses:

- a) “personal data”, “special categories of data/sensitive data”, “process/processing”, “controller”, “processor”, “data subject” and “supervisory authority/authority” shall have the same meaning as in Directive 95/46/EC of 24 October 1995 (whereby “the authority” shall mean the competent data protection authority in the territory in which the data exporter is established);
- b) “the data exporter” shall mean the controller who transfers the personal data;

- c) “the data importer” shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country’s system ensuring adequate protection;
- d) “clauses” shall mean these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

The details of the transfer (as well as the personal data covered) are specified in Annex B, which forms an integral part of the clauses.

I. Obligations of the data exporter

The data exporter warrants and undertakes that:

- a) The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.
- b) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.
- c) It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.
- d) It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.
- e) It will make available, upon request, a copy of the clauses to data subjects who are Third Party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

II. Obligations of the data importer

The data importer warrants and undertakes that:

- a) It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.
- b) It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.
- c) It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.
- d) It will process the personal data for purposes described in Annex B, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.
- e) It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause I(e).
- f) At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause III (which may include insurance coverage).
- g) Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.
- h) It will process the personal data, at its option, in accordance with:
 - (i) the data protection laws of the country in which the data exporter is established, or

- (ii) the relevant provisions⁴ of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC, where the data importer complies with the relevant provisions of such an authorisation or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the personal data⁵, or
- (iii) the data processing principles set forth in Annex A.

Data importer to indicate which option it selects: _____

Initials of data importer: _____;

- i) It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and
 - (i) the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or
 - (ii) the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or
 - (iii) data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or
 - (iv) with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer

III. Liability and third party rights

- a) Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for

⁴ "Relevant provisions" means those provisions of any authorisation or decision except for the enforcement provisions of any authorisation or decision (which shall be governed by these clauses).

⁵ However, the provisions of Annex A.5 concerning rights of access, rectification, deletion and objection must be applied when this option is chosen and take precedence over any comparable provisions of the Commission Decision selected

damages it causes by any breach of third party rights under these clauses. This does not affect the liability of the data exporter under its data protection law.

- b) The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses I(b), I(d), I(e), II(a), II(c), II(d), II(e), II(h), II(i), III(a), V, VI(d) and VII against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data exporter's country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts).

IV. Law applicable to the clauses

These clauses shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under clause II(h), which shall apply only if so selected by the data importer under that clause.

V. Resolution of disputes with data subjects or the authority

- a) In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.
- b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- c) Each party shall abide by a decision of a competent court of the data exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

VI. Termination

- a) In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.

b) In the event that:

- (i) the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph (a);
- (ii) compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;
- (iii) the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;
- (iv) a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or
- (v) a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs

then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by (i), (ii), or (iv) above the data importer may also terminate these clauses.

- c) Either party may terminate these clauses if (i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or (ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country.
- d) The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause VI(c)) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.

VII. Variation of these clauses

The parties may not modify these clauses except to update any information in Annex B, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

VIII. Description of the Transfer

The details of the transfer and of the personal data are specified in Annex B. The parties agree that Annex B may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause I(e). The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required. Annex B may, in the alternative, be drafted to cover multiple transfers.

Dated: _____

FOR DATA IMPORTER

.....

.....

.....

FOR DATA EXPORTER

.....

.....

.....

ANNEX A

DATA PROCESSING PRINCIPLES

- 1) Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorised by the data subject.
- 2) Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.
- 3) Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.
- 4) Security and confidentiality: Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.
- 5) Rights of access, rectification, deletion and objection: As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.

- 6) Sensitive data: The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause II.
- 7) Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to “opt-out” from having his data used for such purposes.
- 8) Automated decisions: For purposes hereof “automated decision” shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:
 - a) (i) such decisions are made by the data importer in entering into or performing a contract with the data subject, and

(ii) (the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties.

Or

 - b) where otherwise provided by the law of the data exporter.

ANNEX B

DESCRIPTION OF THE TRANSFER

(To be completed by the parties)

Data Subjects

The personal data transferred concern the following categories of data subjects:

.....
.....
.....
.....

Purposes of the transfer(s)

The transfer is made for the following purposes:

.....
.....
.....
.....

Categories of data

The personal data transferred concern the following categories of data:

.....
.....
.....
.....

Recipients

The personal data transferred may be disclosed only to the following recipients or categories of recipients:

.....
.....
.....
.....

Sensitive data (if appropriate)

The personal data transferred concern the following categories of sensitive data:

.....
.....
.....
.....

Data protection registration information of data exporter (where applicable)

.....
.....

Additional useful information (storage limits and other relevant information)

.....
.....

Contact points for data protection enquiries

Data importer

Data exporter

.....
.....
.....

ANNEX 9 - PARENT COMPANY GUARANTEE

Dated

202[]

(1) [REDACTED] [GUARANTOR]

(2) Secretary of State for Business, Energy and Industrial Strategy

Parent Company Guarantee

relating to [REDACTED] in accordance with the Longer-Duration Energy Storage Competition

THE PARTICULARS

Date of this Deed:	[DATE].
The Guarantor:	[NAME] [(registered number [number])][whose registered office is at] [of] [Address], including successors in title.
The Beneficiary:	THE SECRETARY OF STATE FOR BUSINESS, ENERGY AND INDUSTRIAL STRATEGY of 1 Victoria Street, London SW1H 0ET including successors in title and permitted assigns.
The [Subsidiary]⁶/[Grant Recipient]:	[NAME] [(registered number [number])] [whose registered office is at] [of] [Address], including successors in title.
[The Grant Recipient JV]:	An unincorporated joint venture comprising: the Subsidiary, [NAME] [(registered number [number])] [whose registered office is at] [of] [Address], including successors in title, <i>[insert company names and details of each of the other members of the joint venture that comprises the Grant Recipient under the Grant Funding Agreement]</i> .
The Grant Funding Grant Funding Agreement:	the grant funding Grant Funding Agreement dated [DATED] between the Beneficiary and the Grant Recipient [JV] ¹ in respect of the Competition, which expression shall include any variations to the terms and conditions of contract and any new or replacement contract created by the novation of the contract.
The Funded Activities:	the activities to be undertaken by the Contractor [JV] ¹ in accordance with the provisions of the Grant Funding Agreement as more particularly set out in the Grant Funding Agreement.
The Competition:	means the Beneficiary's Longer-Duration Energy Storage Competition

⁶ Applies if the Contractor is a Joint Venture.

THIS DEED is made on the date set out in the Particulars
BETWEEN:

- (1) the Guarantor; and
- (2) the Beneficiary,

(together the "Parties").

BACKGROUND

- (A) The Beneficiary has entered into the Grant Funding Agreement with the Grant Recipient [JV]¹. Pursuant to the Grant Funding Agreement the [Subsidiary, as part of the Grant Recipient JV,]/[Grant Recipient] has agreed with the Beneficiary to execute the Funded Activities upon and subject to the terms and conditions set out within the Grant Funding Agreement.
- (B) Pursuant to the Grant Funding Agreement the Guarantor has, at the request of the Beneficiary, agreed to guarantee the due performance by the [Subsidiary]¹/[Grant Recipient] of its obligations under the Grant Funding Agreement upon the terms and conditions of this Deed.
- (C) [Each of the parties comprising the Grant Recipient JV is jointly and severally liable to the Beneficiary for the performance of the Grant Funding Agreement and all liabilities, acts and omissions of the Grant Recipient JV and of each other party comprising the Grant Recipient JV under or in connection with the Grant Funding Agreement.]¹

IT IS NOW AGREED

1. DEFINITIONS

- 1.1 Terms defined in the Grant Funding Agreement have the same meanings in this Deed unless otherwise defined in this Deed.

2. GUARANTEE

- 2.1 In consideration of the Beneficiary entering into the Grant Funding Agreement, the Guarantor irrevocably and unconditionally guarantees as principal obligor a continuing obligation to the Beneficiary the full, proper and punctual performance and observance by the [Subsidiary]/[Grant Recipient] of all his obligations and liabilities (actual or contingent) under the Grant Funding Agreement, including the proper and punctual payment by the [Subsidiary]/[Grant Recipient] of any amounts required to be paid under the Grant Funding Agreement, including those amounts of the Grant to be repaid in accordance with paragraph 27, or as damages for any breach of any of the provisions of the Grant Funding Agreement.
- 2.2 If there shall occur in any respect any failure fully and properly to perform and execute the Grant Funding Agreement, or any breach of any obligations thereunder (including without limitation the occurrence of any of the events of insolvency), for which the [Subsidiary]Grant Recipient] is liable under the Grant Funding Agreement, then the Guarantor shall (without prejudice to clause 2.1 hereof) within 5 (five) days of receipt of the Beneficiary's written demand make good or procure the making good of such failure or breach and shall pay to the

Beneficiary all losses, damages, costs, charges and expenses (including without limitation interest and enforcement costs) which are or may be incurred by the Beneficiary by reason of such failure or breach.

- 2.3 The Guarantor confirms that it has full power and capacity to give the guarantee set out in clauses 2.1 and 2.2 and to enter into this Deed.
- 2.4 The Guarantor's obligations under clauses 2.1 and 2.2 are additional to and not in substitution for any security, right of action, bond or other guarantee or indemnity at any time existing in favour of the Beneficiary, whether from the Guarantor or otherwise.
- 2.5 The Beneficiary shall not be obliged, before enforcing any of its rights or remedies under this Deed, to enforce any other security, bond or other guarantee or indemnity from time to time existing in favour of the Beneficiary in respect of the obligations and liabilities of the [Subsidiary]/[Grant Recipient] under the Grant Funding Agreement.

3. NO GREATER LIABILITY

- 3.1 Subject to clause 4 hereof and save in respect of any costs incurred by the Beneficiary in enforcing this Deed:

3.1.1 the costs of damages, costs, expenses and other sums recoverable under this Deed shall not exceed the damages, costs, expenses and any other sums for which the Subsidiary is liable to the Beneficiary under the Grant Funding Agreement and the Guarantor shall have no greater liability or obligations to the Beneficiary by virtue of this Deed than it would have had if the Guarantor had been a party to the Grant Funding Agreement in place of the [Subsidiary/Grant Recipient] and

3.1.2 the Guarantor shall be able to raise the same defences, set-offs and counterclaims in response to the enforcement of this Deed as the [Subsidiary/Grant Recipient] is entitled to raise under the Grant Funding Grant Funding Agreement.

4. NO DISCHARGE OF LIABILITY

- 4.1 The Guarantor shall not be discharged or released by any alteration of any of the terms of the Grant Funding Agreement or in the extent or nature or method of performance of the Funded Activities, and no allowance of time, waiver, forbearance, forgiveness, compromise or other dealing under or with the Grant Funding Agreement or any right or remedy arising thereunder, and no invalidity, illegality, unenforceability or irregularity of the Grant Funding Agreement or of any provision thereof, and no legal limitation, disability or incapacity of the [Subsidiary]/[Grant Recipient], and no other act or omission which (but for this provision) might have operated to release, exonerate or discharge the Guarantor or otherwise reduce, extinguish or adversely affect the Guarantor's liability under this Deed (including without limitation any novation, assignment, termination of the Grant Funding Agreement, whether automatic or otherwise and whether by reason

of the [Subsidiary] Grant Recipient]'s insolvency or otherwise) shall in any way release, exonerate, discharge, reduce, extinguish or otherwise adversely affect the liability of the Guarantor under this Deed, and the Guarantor hereby waives notice to it of any such event.

4.2 For all purposes of the liability of the Guarantor to the Beneficiary under this Deed, all sums from time to time owing to the Beneficiary by the [Subsidiary]/[Grant Recipient] (or which would have become so owing were it not for the liquidation or winding up of the [Subsidiary]/[Grant Recipient]) shall, notwithstanding the liquidation or winding up of the Subsidiary, be deemed to continue to be owing to the Beneficiary by the [Subsidiary]/[Grant Recipient] until actually paid.

4.3 No assurance, security or payment which may be avoided under any enactment relating to bankruptcy or liquidation, and no release, settlement or discharge which may have been given or made on the face of any such assurance, security or payment, shall prejudice or affect the right of the Beneficiary to recover from the Guarantor to the full extent of this Deed.

5. CONTINUING GUARANTEE

5.1 Each of the Guarantor's obligations and liabilities under this Deed is and will remain in full force and effect by way of continuing security until the complete performance, observance and compliance by the [Subsidiary]Grant Recipient] of and with all the terms and conditions specified in the Grant Funding Agreement.

6. GUARANTOR'S WAIVER

6.1 The Guarantor waives any right it may have of first requiring the Beneficiary to proceed against or enforce any claims against any of the parties to the Grant Funding Agreement or any other person.

7. ASSIGNMENT AND NOVATION

7.1 The Beneficiary may assign, in whole or in part, the benefit of and its benefits and rights under this Deed (including by way of security) to any person to whom the Beneficiary lawfully assigns, novates or charges the Grant Funding Agreement without the consent of the Guarantor being required. The Beneficiary shall give the Guarantor written notice following any assignment.

7.2 The Guarantor shall not contend that any assignee (in this clause 7.2 the "**New Beneficiary**") is precluded from recovering any loss resulting from any breach of this Deed by reason:

7.2.1 of the assignment; or

7.2.2 the Beneficiary (in this clause 7.2 excluding the New Beneficiary) having suffered no loss or a different loss to the New Beneficiary.

7.3 The Guarantor acknowledges that the Beneficiary is entitled to novate the Grant Funding Agreement to a new employer (in this clause 7.3 the "**New Employer**").

Within fourteen (14) days of the Beneficiary's request the Guarantor shall execute and deliver to the Beneficiary a deed of novation in the form annexed to the Grant Funding Agreement with the Beneficiary and the relevant New Employer identified in the Beneficiary's request.

8. GOVERNING LAW AND JURISDICTION

8.1 Any and all disputes and claims between the Beneficiary and the Guarantor as to the construction, interpretation, validity and application of this Deed, and any and all matters or things of whatsoever nature arising out of or in connection therewith (including without limitation in relation to any non-contractual obligations), shall be governed by English law and the non-exclusive jurisdiction of the English Courts.

9. ADDRESS FOR SERVICE

9.1 [The Guarantor hereby appoints [●] of [●] as its agent to receive on its behalf service of any proceedings arising out of or in connection with this Deed. Service upon such agent shall be deemed valid service upon the Guarantor whether or not the process is forwarded to or received by the Guarantor. The Guarantor shall inform the Beneficiary, in writing, of any change in the address of such agent within ten (10) business days of such change. If for any reason such agent ceases to be able to act as agent or no longer has an address in England, the Guarantor will forthwith appoint a substitute acceptable to the Beneficiary and deliver to the Beneficiary the new agent's name and address. The Guarantor may from time to time replace such agent with another process agent with an address in England provided that no less than five (5) business days' prior written notice is delivered to the Beneficiary. The Guarantor shall deliver to the Beneficiary within ten (10) business days a copy of a written acceptance of appointment by the new process agent. Nothing in this Deed shall affect the right to serve process in any other manner permitted by law.]⁷

9.2 The address for services of notices (including demands) shall be as set out below or such other address as the Party on whom the notice is to be served has notified in writing to the Party serving the notice.

9.2.1 Guarantor

Address:

Marked for the attention of []

9.2.2 Beneficiary

Address: []

Marked for the attention of: []

⁷ Clause 9.1 only required for non-UK Guarantors.

A Party may change its address for service to another address which is in the same country as the address stated above for that Party (but not to an address in any other country) by giving at least fourteen (14) days' prior written notice to the other Party.

10. THIRD PARTY RIGHTS

10.1 The Parties do not intend that any term of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person other than the Parties.

THIS DOCUMENT is executed as a deed and delivered on the date stated at the beginning of this Deed.

Executed as a Deed and delivered by)
[GUARANTOR])
acting by two directors or a director and)
secretary:)

Director
Name

Director/Secretary
Name

Executed as a deed by affixing)
the common seal of the)
Secretary of State for Business,)
Energy and Industrial Strategy)
in the presence of:)

.....(authorised signatory)

Name of signatory:

ANNEX 10 - EXIT

1. The following definitions shall apply in addition to the definitions contained in paragraph 2.1 of these Conditions (Definitions):

“Exit Plan” means the plan prepared and submitted by the Grant Recipient to the Authority to enable the smooth closure of transfer of the Funded Activities to the Authority or successor of the Grant Recipient.

General

2. The Grant Recipient will prepare an Exit Plan within the first three months of this Grant Funding Agreement to allow the smooth closure of the Funded Activities.
3. Where the Authority intends to continue the operation of the Funded Activities in broadly the same way after expiry or termination of the Grant Funding Agreement, either by performing them itself or by means of a successor, The Grant Recipient shall endeavour to ensure the smooth and orderly transition of the Funded Activities and shall co-operate with the Authority or the successor, as the case may be, in order to achieve such transition.
4. When such endeavours and co-operation are outside the scope of the Grant, the Grant Recipient shall provide quotations for reasonable charges associated with providing such assistance and the Authority shall pay such reasonable charges.
5. The Grant Recipient will comply with any reasonable request of the Authority for information relating to the performance of the Funded Activities.

Exit Planning

6. The Grant Recipient will, in conjunction with the Authority, maintain, and as necessary update, the Exit Plan throughout the Funding Period so that it can be implemented immediately, if required. From time-to-time either the Authority or the Grant Recipient may instigate a review of the Exit Plan.
7. The Grant Recipient will co-operate with all reasonable requests made by either the Authority or a successor body relating to exit transition arrangements for the Funded Activities.

Assistance

8. The Grant Recipient will use all reasonable endeavours to ensure that a transition of responsibility for the delivery of the Funded Activities to the successor body or the Authority, as the case may be, minimises any detrimental effect on the delivery of the Funded Activities and the Authority will use all reasonable endeavours to co-operate in such transfer.

Assets Register

9. The Grant Recipient shall maintain throughout the exit period of this Grant an asset register in accordance with the Terms and Conditions of the Grant Funding Grant Funding Agreement.
10. The Grant Recipient shall not change the status of any asset without the prior written consent of the Department where such a change would either be viewed as a major change or would require repayment in accordance with the Terms and Conditions of the Grant Funding Grant Funding Agreement.

Documentation and Access

11. The Grant Recipient shall provide the Authority on request with information and documentation reasonably necessary to assist with the transfer of the Funded Activities to the Authority or to a successor body, including any documentation required to support any bidding process for the provision of the Funded Activities. This includes full details of:
 - a) the work programme, objectives/targets, and other services delivered by the Grant Recipient under this Grant Funding Grant Funding Agreement;
 - b) any software, including Third Party software and any hardware used in connection with the delivery of the Funded Activities;
 - c) software and supply Grant Funding Agreements used to deliver any services associated with delivery of the Funded Activities, including the Grant Funding Agreements relating to any Third Party software identified by name of supplier, term of Grant, and charges payable under the Grant; and
 - d) any employees used by the Grant Recipient to help deliver the Funded Activities who are essential to this delivery; this information shall be provided under conditions of confidentiality reasonably acceptable to the Grant Recipient.
12. The Authority may make the documentation available to suppliers who wish to bid for the provision of the activities. The Grant Recipient shall respond expediently and in full to any reasonable questions by the Authority or the suppliers and shall co-operate with any reasonable due diligence activities carried out by suppliers.

Transfer Support Activities

The Grant Recipient shall co-operate with all reasonable requests made by either the Authority or a successor relating to the Funded Activities transition arrangements. The Authority and the Grant Recipient shall discuss the implementation plan for the transition of the activities to either the Authority or a Successor body.