



**Uchelgais
Gogledd Cymru
Ambition
North Wales**

4G+ Industry Grant Scheme

Guidance for Applicants

Date published: July 2026

Version: 1.0

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1 Introduction

1.1 The North Wales Corporate Joint Committee and Ambition North Wales

The North Wales Corporate Joint Committee, known as Ambition North Wales, is a regional body with responsibilities for regional transport and strategic planning as well as a responsibility to enhance and promote the economic well-being of North Wales. The Corporate Joint Committee comprises of the six local authorities and the Snowdonia National Park Authority. Ambition North Wales.

Ambition North Wales is tasked with delivering the North Wales Growth Deal. The aim is to deliver over £1 billion of investment to North Wales in order to generate over 4,000 new jobs and an uplift in GVA. The UK and Welsh governments have committed to jointly investing £240 million capital over a 15-year period, with the remainder leveraged from private and public sources.

1.2 Digital Connectivity Programme

The Digital Connectivity Programme is one of several Growth Deal programmes and is designed to address connectivity challenges within North Wales. Whilst the rest of the UK has benefited from improved services in recent years, many of our communities lack strong mobile and fixed broadband connectivity. The programme will enhance our region's ability to develop technologies for the future, ensuring that we can meet the increasing demand for digital and benefit from fast, high-quality connectivity.

The Digital Connectivity Programme has a funding allocation of £29.81 million from the Growth Deal and will leverage further funding from the public and private sectors. The programme will introduce sustainable connectivity to the region, attract inward investment and improve the provision for more residents and businesses leading to additional Gross Value Added (GVA) and job creation.

The Digital Connectivity programme currently comprises three projects, one of which is the **4G+ Connected Key Sites and Corridors Project**. This project has the following objectives:

- To deliver 4G or 5G coverage from all Mobile Network Operators (MNOs) including indoor, outdoor and in-vehicle at key locations along rail and transport corridors and at business and tourism sites; as far as possible within the available budget by January 2030 in population conditions normal for the location, i.e. at predictably busy times, not simply on average.
- To ensure that North Wales is equipped for the migration to sub-6GHz 5G provision when MNOs upgrade their networks.
- To deliver an increase in GVA of £9m by 2036.
- To deliver 28.5 indirect jobs by 2036.
- To secure £2m private sector investment by 2036.

1.3 4G+ Industry Grant Scheme

The Ambition North Wales 4G+ Industry Grant Scheme is a key strand of the 4G+ Connected Key Sites and Corridors Project. It is designed to provide targeted subsidies to Mobile Network Operators (MNOs), neutral hosts and infrastructure providers for the deployment and upgrade of 4G and 5G mobile infrastructure in underserved Total Not Spot (TNS) and Partial Not Spot (PNS) locations in North Wales.

The 4G+ Industry Grant Scheme was created because a commercial viability gap exists in these underserved areas and market engagement has confirmed that public funding is required to provide the necessary incentive for commercial operators to invest. The Scheme will provide subsidies to bridge the commercial viability gap and make deployment at underserved locations commercially viable, providing the necessary incentive to generate the required increase in mobile coverage and effective capacity. A total fund of up to £4 million is currently available over a 4-5-year period from 2026 to January 2030. Further funding may be available depending on the success of the initial allocation, and subject to availability.

The 4G+ Connected Key Sites and Corridors Project also includes a **Public Sector Asset Improvement Scheme** which will fund local authorities to invest in asset improvements and new infrastructure to support public service delivery. Improvements may include replacing outdated lighting columns, installing fibre backhaul, upgrading power supplies, improving building access, or reinforcing structural supports. Once upgraded, these public assets will be made available to commercial operators through non-exclusive Open Access Agreements.

The Public Sector Asset Improvement Scheme will involve identifying asset types and locations in need of improvement, establishing a clear process for prioritising investment, coordinating with estates and street works teams to define technical specifications, procuring necessary works, and managing the delivery of asset improvement projects. 4G+ Industry Grant Scheme applicants are encouraged, where appropriate, to engage with local authorities and coordinate activities at sites where investment could be available through both schemes.

This guidance document sets out the process for submitting an application to the 4G+ Industry Grant Scheme (the '**Scheme**'), explains the criteria which will be used to assess applications and decide whether to award grants, and describes the claims and monitoring processes for grant recipients.

Ambition North Wales reserves the right to update this guidance from time to time. Please ensure that you are using the most recent version.

1.4 Essential Considerations for all Applicants

Applicants are advised to consider the matters set out below before deciding whether to submit an Expression of Interest to the Scheme:

1.4.1 Competition

Submitting an application to the 4G+ Industry Grant Scheme does not automatically entitle any applicant to receive a grant. The Scheme operates on a competitive basis and funding will be

offered to the highest scoring applications submitted in each round, provided that they meet the principles and criteria set out below to a sufficient degree. The decision whether to award or not to award a grant is at the absolute discretion of Ambition North Wales.

1.4.2 Match funding requirements

Grants awarded through the Scheme are designed to subsidise up to 65% of the eligible cost of each project. Match funding is therefore required from every grant recipient equating to a minimum of 35% of the project cost (see 2.1.4)

1.4.3 Financial transparency

Applicants are required to submit detailed financial information to support their application which may include commercially sensitive information such as return on investment (ROI) calculations or financial forecasts. Such information is required by Ambition North Wales to ensure that the Scheme and all grants awarded through the Scheme comply with the Subsidy Control Act (see 2.1.15). Ambition North Wales will treat all such information as strictly confidential (see 2.1.18).

1.4.4 Fees

Grant recipients are charged a fee to offset part of the administration costs of the Scheme. The fee equates to 3% of the grant amount, subject to a minimum of £2,000 and a maximum of £20,000 excluding VAT and is payable by the grant recipient upon signature of the Grant Funding Agreement.

1.4.5 Performance requirements

Minimum performance criteria will be agreed between ANW and grant recipients including effective coverage, network capacity, and satisfactory arrangements for the resolution of network issues and faults. Evidence of compliance with the agreed performance criteria will be a mandatory requirement and ANW will undertake periodic performance evaluations to validate outcomes.

2 Scheme Principles and Criteria

2.1 Eligibility and Assessment Criteria

Applications will be assessed and scored against the principles and criteria set out below. There is no appeal process for unsuccessful applicants, but Ambition North Wales will offer feedback to all unsuccessful applicants at each stage of the application process. Unsuccessful applicants are welcome to apply again, subject to the continuation of the Scheme.

Please note that the order in which the criteria are listed below has no significance in terms of their relative importance to the assessment process or the scoring. For all applications, the criteria which carry the greatest weightings are **value for money** and **project deliverability**.

2.1.1 Applicant eligibility

The Scheme is aimed at Mobile Network Operators ('MNOs'), neutral hosts and infrastructure providers, but is open to any organisation capable of delivering a project which meets the criteria

except high-risk vendors as defined in the National Cyber Security Centre's advice on the use of equipment from high-risk vendors in UK telecoms networks:

<https://www.ncsc.gov.uk/guidance/ncsc-advice-on-the-use-of-equipment-from-high-risk-vendors-in-uk-telecoms-networks>

For the avoidance of doubt, Russian and Belarusian organisations are not eligible.

Projects may involve a collaborative approach between several organisations (such as where an MNO is working with one or more neutral hosts or other infrastructure providers), but the application must be made by a single lead organisation capable of entering into a Grant Funding Agreement ('GFA') with Ambition North Wales. In the case of collaborative applications, all organisations in the collaboration must be named in the application and the role they will play in delivering the project must be fully explained. Ambition North Wales requires lead organisations to enter into a collaboration agreement with the other organisations named in the application. Collaboration agreements must include all necessary legal provisions and must satisfy the requirements of the Subsidy Control Act (see 2.1.15). A copy of the collaboration agreement must be supplied to Ambition North Wales as a condition precedent.

Please note that merely outsourcing elements of project delivery to suppliers does not constitute a collaboration. Where suppliers are used they must be procured in accordance with the Ambition North Wales Procurement Principles (see 2.1.7).

Neutral hosts must be working with a network operator and are required to identify the network operator in the expression of interest/application.

All applicants must be registered under Ofcom's Electronic Communications Code <https://www.ofcom.org.uk/phones-and-broadband/telecoms-infrastructure/register> and comply with Ofcom's General Conditions of Entitlement (or hold equivalent regulatory cover). Applicants are not required to hold UVDB registration or be prequalified via any procurement frameworks or platforms.

2.1.2 Project location

All projects must be located within North Wales, comprising the counties of Gwynedd, Isle of Anglesey, Conwy, Denbighshire, Flintshire and Wrexham. Projects located outside these local authority areas are not eligible. Investment outside North Wales may also be eligible if it is necessary for the project to deliver its regional objectives. Any such out-of-region investment must be clearly identified, described and costed in the application.

2.1.3 New activity

The Scheme is designed to enable new projects that cannot be undertaken without subsidy. Support cannot be given for ongoing or 'business as usual' activities or activities which have already started or to which a financial commitment has already been made. Applications may include costs related to existing assets owned by the applicant (or one or more of the collaborators in the case of collaborative applications) where such assets are necessary for the project.

2.1.4 Availability of finance including match funding

The Scheme is designed to subsidise up to 65% of the eligible project capital costs and the grant recipient must finance the balance of the project cost. Grant recipients must also cash-flow the entire project cost, as grants are paid in arrears. A minimum of 35% match funding is therefore required from every grant recipient. The grant may be claimed in instalments based on eligible expenditure incurred and performance milestones achieved, as provided for in the GFA. Projects that offer a greater proportion of financial commitment (match funding) will attract a higher score.

2.1.5 Financial viability

Applicant organisations must be financially viable based on their recent financial performance and balance sheet position as shown in the last three year's financial statements and the current year-to-date management accounts, copies of which must be supplied with the application. Where applicable, the financial viability of the parent company will also be considered.

2.1.6 Eligibility of project expenditure

The Scheme is a capital grant fund and grant support may only go toward capital investments in tangible assets; revenue costs are not eligible for grant support, and the use of high-risk vendors is not permitted (see 2.1 for a full list of ineligible activities and costs).

The costs that may be subsidised with grants will be the capital costs associated with the initial establishment or improvement of 4G/5G coverage including but not limited to:

- Column infrastructure.
- Fibreoptic connection.
- Power connection.
- Radio equipment.
- Other items such as street cabinets where required.
- Design, installation and project management costs associated with developing the capital asset.

Operational costs will be borne wholly by the beneficiary with no subsidy available for these.

Eligible project expenditure must be broken down into the following categories in the application and grant claims:

- Equipment and supplies.
- Labour costs for project management and implementation, whether delivered by the grant recipient's own employees or outsourced to a third-party supplier.

2.1.7 Procurement

Suppliers must be procured in accordance with the Ambition North Wales Procurement Principles:

<https://ambitionnorth.wales/media/xOmznwzd/procurement-principles-jan-23.pdf>

For all contracts awarded with a total value exceeding £75,000, a Summary Evaluation Report must be prepared and submitted. This report should include the following elements:

- Description of Goods/Services: A concise overview of the goods or services procured.
- Procurement Process Summary: A brief outline of the procurement procedure followed, including key stages and decision points.
- Evaluation Summary: A summary of the evaluation criteria applied and the outcomes of the assessment process.
- Award Recommendation: A clear justification for the recommended supplier or contractor, based on the evaluation results.

All documentation relating to the procurement process must be retained and securely stored, as it may be subject to future audit or compliance review.

2.1.8 Strategic fit

Applications will be assessed for how well they fit with the strategic priorities of the Scheme, which are as follows:

- To increase 4G+ coverage and performance at underserved locations. Ambition North Wales will identify locations which it regards as priorities, and applicants are invited to suggest other locations where projects can be delivered that will benefit large numbers of potential users. Projects that offer the greatest increase in 4G+ coverage and performance will attract a higher score.
- To ensure that North Wales is equipped for the migration to sub-6GHz 5G provision when MNOs upgrade their networks. Projects that are designed to be future proof will attract a higher score.
- To maximise benefit to the North Wales economy. Projects that offer the greatest benefit to the local economy (such as those that offer large amounts of private sector match funding and those that use North Wales-based suppliers) will attract a higher score. Economic impact will also be assessed on the basis of the number of users to be served by improved infrastructure.

2.1.9 Mandatory outcomes

All projects supported through the Scheme must generate the following outcomes.

- **A measurable increase in 4G or 5G coverage and performance** measured by an increase in the number of users gaining effective mobile coverage. Improvements in coverage and performance in one location must not lead to any deterioration in coverage or performance in the wider area, and applicants will be required to explain how their

project will achieve this objective. Grant recipients will also be expected to improve performance against these criteria over time to keep pace with technological advancements. Performance must always be in line with or exceed any relevant Ofcom minimum standard (see 5).

- **Job creation** measured by the number of new jobs which did not exist previously in North Wales created because of the investment during or after the capital phase of the project.
- **Reduced carbon emissions** including operational and embodied carbon dioxide equivalents.
- **Social value** as proposed by the grant applicant. Applicants must describe how the social value will be delivered and explain how it will be measured. Social value accounts for 15% of the application scoring in every case.

Projects that offer the greatest outcomes will attract a higher score. The agreed outcomes for each project and the dates by which the outcomes must be achieved and evidenced to Ambition North Wales will be set out in the GFA. All outcomes of the Scheme must be achieved by the end of March 2036.

2.1.10 Additional outcomes

In addition to the mandatory outputs listed above, projects may contribute to a range of outcomes including improved biodiversity. Applicants are invited to offer additional outcomes as appropriate, and projects offering the greatest additional outcomes will attract a higher score. The agreed additional outcomes for each project and the dates by which the outcomes must be achieved and evidenced to Ambition North Wales will be set out in the GFA. All additional outcomes of the Scheme must also be achieved by the end of March 2036.

2.1.11 Value for money

Applications will be assessed for the degree to which they offer value for money, which will be principally measured by dividing the estimated number of additional users benefiting from increased mobile coverage and performance by the amount of grant requested. Applicants are invited to propose the types of performance improvements to be delivered by their project (e.g. in terms of RFSP, spatial coverage, bandwidth, latency, throughput, capacity, signal strength etc.) and explain how the project will deliver these improvements and forecast the number of additional users who will benefit. Projects offering the greatest value for money will attract a higher score.

2.1.12 Project deliverability

Proposals must be technically viable and offer a suitable approach to maintenance and longevity of the assets. Projects must be well-planned and deliverable within the timeframe proposed, and applicants must demonstrate that they have an adequate project plan in place including a thorough assessment of risks, assumptions and dependencies including all consents, permissions and approvals that may be required. The project plan must also show the availability of suitable personnel with the necessary experience, capability and capacity to deliver the project on time

and on budget. Applications must also be accompanied by a risk register which identifies the key risks and practical mitigations. Applications with a robust project plan and which demonstrate recent experience of delivering similar projects will attract a higher score.

2.1.13 Project timescale

Applicants must provide a realistic estimate of the time required to complete the project and a project delivery plan with key milestones and dates must be supplied with the application. Projects must be completed within the timeframe set out in the GFA, and all projects must be completed by the end of January 2030 and all grants must be paid by the end of March 2030.

2.1.14 Technology

The Scheme takes a technology-agnostic approach, but projects that use proven, future-proof technology solutions will attract a higher score. It is anticipated that some projects may involve 5G leapfrogging 4G. All installations must have an adequate expected lifespan and must be capable of operating effectively until at least March 2036. If any equipment needs to be replaced or upgraded before the end of March 2036, the full associated cost will be responsibility of the grant recipient.

2.1.15 Subsidy Control

Legal advice obtained by Ambition North Wales concludes that all grants given through the Scheme are subsidies because they meet the tests set out in the Subsidy Control Act (**'the Act'**). To meet the transparency obligations set out in the Act, the Scheme will be registered in the subsidy database maintained by the Department for Business and Trade. Ambition North Wales is required to publish the details of all individual grants over £100,000 in the database within 3 months of granting.

The Act requires the grant awarded for each project to be limited to the minimum amount necessary to make the project commercially viable, and the Scheme must generate private sector investment (match funding) of at least 35% of the eligible expenditure incurred. Ambition North Wales must therefore be satisfied that the amount of grant requested is proportionate and necessary and applicants must provide a clear and credible explanation of how the amount they are requesting has been calculated and why it is the minimum necessary to make the project commercially viable. Evidence must be provided to substantiate the calculations e.g. return on investment (ROI) calculations. All such calculations must be clearly set out, underlying assumptions must be explained and justified with evidence, and any sensitivities which have been applied must be made clear.

The amount of grant payable will be capped at the amount specified in the GFA, and if the cost of the project exceeds the expenditure forecast, the additional costs will be responsibility of the grant recipient. Ambition North Wales shall have no obligation to pay any amount towards any cost over runs. If the cost of the project is less than the expenditure forecast, the amount of grant payable will reduce *pro rata* relative to the reduction in expenditure to ensure that the subsidy does not exceed the minimum necessary amount. In every case, the grant payable will be either

the maximum amount specified in the GFA or the corresponding proportion of the eligible expenditure incurred, whichever is less.

The total amount payable to any grant recipient/ organisation shall not exceed £1 million in each funding round of the Scheme.

2.1.16 Equality, Diversity and Inclusion

Grant recipients must actively promote equality and must not discriminate against individuals or groups based on ethnicity, disability, age, gender, gender reassignment, sexual orientation, religion or belief, or marital or civil partnership status.

2.1.17 Due Diligence

All applicants are subject to Ambition North Wales's due diligence process and risk assessment, which includes the use of Spotlight, the government's online automated due diligence tool.

2.1.18 Privacy and confidentiality

Applicants' Personal Data and business information will be stored securely, kept confidential, and processed in accordance with [Ambition North Wales's Privacy Notice](#).

2.2 Ineligible Activities and Costs

The following activities and costs are not eligible for grant support (this list may not be exhaustive):

- Any payment to a supplier not procured in accordance with Ambition North Wales procurement principles.
- Any involvement from a high-risk vendor as defined in the National Cyber Security Centre's advice on the use of equipment from high-risk vendors in UK telecoms networks: <https://www.ncsc.gov.uk/guidance/ncsc-advice-on-the-use-of-equipment-from-high-risk-vendors-in-uk-telecoms-networks>.
- Any goods or services originating from a Russian or Belarusian source.
- Any activity which has started or cost which has been incurred before the project start date shown in the Grant Funding Agreement (GFA) except for any existing assets to be used for the project with the agreement of Ambition North Wales and as set out in the GFA.
- Any activity for which other public funding has been received or awarded.
- Any activity not within the scope of Ofcom's General Conditions of Entitlement or equivalent regulatory cover.

- Revenue costs such as business running costs and overheads which are not directly attributable to the project or are not eligible for capitalisation under UK company accounting rules.
- Routine activities, including those fulfilling a statutory or regulatory requirement (e.g. preparation of financial accounts, audit fees, routine HR services etc.).
- Bank and other finance charges, and debt interest.
- Reclaimable VAT.
- Contingencies.
- Depreciation.
- Any activity which may bring Ambition North Wales or any of the local authorities in North Wales into disrepute.

3 Application Process

3.1 Overview of Process

The Scheme will operate in a series of funding rounds, with each round running over a period of 6-12 months. The intention is for the first round to open June 2026 and the key dates for each round will be published in advance.

Each funding round involves an expression of interest (EOI) phase and an application phase. There is a 4-week window for submitting EOIs followed by an assessment period during which applicants whose EOIs are approved will be invited to submit an application. The total elapsed time from the date when the EOI window opens to the date when applicants are notified of the outcome will be 10-12 weeks for each round.

The application phase in each funding round commences when applicants whose EOIs are approved have been notified and invited to submit an application. There is a 4-week window for submitting applications after which all applications will be assessed, and decisions will be made on which applications will be offered a grant.

Ambition North Wales cannot accept an application unless an EOI for the same project has been submitted by the same applicant and approved within that round. There is no appeal process at either the EOI stage or the application stage, but feedback will be offered to unsuccessful applicants, and further EOIs are welcomed from unsuccessful applicants in subsequent funding rounds.

3.2 Expression of Interest (EOI) Phase

3.2.1 Target sites:

For each round, Ambition North Wales will publish a list of locations which it considers to be priority sites, and applicants will be invited to express interest in projects at these locations. EOIs are also invited for projects at other locations identified by applicants where projects can be delivered that will achieve the strategic objectives of the Scheme and benefit a large number of potential users. For each priority site, Ambition North Wales will publish a fact sheet which will provide applicants with available information including ownership, permissions, access rights or Open Access Agreements, availability of power and backhaul connections, and demand indications.

3.2.2 EOI submission

EOI forms are available via the [GOV.UK Find a grant portal](#) - EOIs must be submitted on or before the published deadline for submission, which will be 4 weeks after the funding round opens. Please contact the Ambition North Wales team at the following email address digidol@uchelgaigsgogledd.cymru / digital@ambitionnorth.wales if you want to discuss your EOI before you submit.

3.2.3 EOI assessment

EOIs will be assessed by Ambition North Wales in accordance with the principles and criteria set out in 2.1. If the Ambition North Wales assessment team has any queries about the EOI or requires more information from the applicant, they will contact the person named in the EOI form.

3.2.4 EOI decision

Applicants will be notified of the outcome of their EOI on or before the published date, and those whose EOIs are approved will be invited to submit an application. Applicants whose EOIs are not approved will be offered feedback and are welcome to submit a new EOI in a subsequent funding round, but there is no appeals process.

3.3 Application Phase

3.3.1 Application submission:

Only organisations whose EOI is approved in the current funding round may submit an application in that round, and the application must be for the same project as the EOI approved in that round. Applicants may propose minor changes to the project at the application stage, such as increasing or reducing the project costs or the grant amount or changing the forecast outcomes. All such changes must be explained in the application form and justifications provided. Any increase in the amount of grant requested or decrease in the forecast outcomes of more than 10% will not normally be accepted. Application forms are submitted via the GOV.UK Find a grant portal. Applications must be submitted on or before the published deadline for submission, which will be 4 weeks after the application window opens. Please contact the Ambition North Wales team at the following email address digidol@uchelgaigsgogledd.cymru / digital@ambitionnorth.wales if you want to discuss your application before you submit.

3.3.2 Application assessment

Applications will be assessed by Ambition North Wales in accordance with the principles and criteria set out in 2.1 and if the Ambition North Wales assessment team has any queries with the application or requires more information from the applicant, they will contact the person named in the application form.

3.3.3 Application decision

Following assessment of the applications, decisions whether to award or not to award grants will be made in accordance with Ambition North Wales's scheme of delegation. Applicants will be notified of the outcome of their application on or before the published date, and those whose applications are approved will be issued with a GFA. Applicants whose applications are not approved will be offered feedback and are welcome to submit a new EOI in a subsequent funding round, but there is no appeal process.

4 Award and Post Award Process

4.1 Grant Funding Agreement (GFA)

4.1.1 GFA template

A copy of GFA template for the Scheme is attached for information at Appendix 1. Applicants should familiarise themselves with the template and ensure that their organisation can enter into an agreement with Ambition North Wales on these terms and conditions before submitting an EOI.

4.1.2 GFA Schedule 1 Terms and Conditions

The Terms and Conditions set out in Schedule 1 of the GFA apply to all grants and are not negotiable.

4.1.3 GFA Schedule 2 Outcomes and Milestones

The outcomes and milestones for the project are set out in Schedule 2 together with the dates by which they must be achieved. 5% of the grant will be retained until the outcomes have been verified by Ambition North Wales (see Appendix 1, Section 2.17) and failure to achieve the outcomes or milestones by the agreed dates may result in some or all of the grant being withheld or clawed back.

4.1.4 GFA Schedule 3 Expenditure Forecast

The expenditure forecast for the project is set out in Schedule 3. Where the cost of the project exceeds the Expenditure Forecast, the additional costs will be responsibility of the grant recipient and Ambition North Wales shall have no obligation to pay more than the Maximum Amount specified in the GFA. Where the cost of the project is less than the Expenditure Forecast, the amount of grant payable will reduce *pro rata* relative to the reduction in expenditure. The grant payable will therefore be either the Maximum Amount specified in the GFA, or the corresponding proportion of the eligible expenditure incurred, whichever is less.

4.1.5 GFA Fee

A fee is payable upon signature of the GFA. The fee equates to 3% of the grant amount, subject to a minimum of £2,000 and a maximum of £20,000 excluding VAT. This fee is required to be paid within 30 days of the date of the agreement being issued.

4.2 Project Inception and Delivery

4.2.1 Project Inception Meeting

After the GFA is signed, a Project Inception Meeting (PIM) will be held between Ambition North Wales and the grant recipient at which the project monitoring and reporting arrangements and the claims process will be explained, and periodic review meetings will be scheduled.

4.2.2 Project monitoring and reporting

Grant recipients will be required to submit regular monitoring reports to Ambition North Wales in a format and on dates which will be agreed at the PIM.

4.2.3 Project changes

Grant recipients must notify Ambition North Wales as soon as possible of any changes they may wish to make to the project including, but not limited to, changes to any of the following:

- Outputs or outcomes
- Milestones
- Start Date, End Date or Target Completion Date
- Expenditure Forecast and/or funding of the Project

Requests for changes will be undertaken via the Ambition North Wales Change Control Process (upon request). All such changes must be agreed in writing with Ambition North Wales before taking effect and the GFA will be deemed to be varied to take account of the changes agreed by exchange of written correspondence.

4.3 Claims

4.3.1 Claims process

Grant claims must be submitted in accordance with the North Wales Growth Deal Financial Grant Claiming Process (process can be made available on request). Grant recipients will be issued with guidance on this process at the PIM including instructions on how and when claims should be submitted and the payment terms which will apply. The grant is payable in arrears based on eligible project expenditure incurred and defrayed as set out in Schedule 3 of the GFA. Where provided for in the GFA, the grant may be claimed in instalments based on a profile of project expenditure.

4.3.2 Claims evidence

Claims must be supported by the required evidence as set out in the claim guidance, summarised as follows:

- Claims for equipment, supplies and external labour costs procured from third party suppliers must be supported with supplier invoices, evidence of payment and procurement in line with Ambition North Wales's Procurement Principles

<https://ambitionnorth.wales/media/x0mnzwzd/procurement-principles-jan-23.pdf>

- Claims for the use of existing assets must be supported by evidence of the asset value, an explanation of depreciation method used, and how the cost has been apportioned to the project.
- Claims for internal labour costs must be supported with timesheets and project accounts. Invoices and other claims evidence must be retained by the applicant for the period set out in the GFA and Ambition North Wales will request samples of these to accompany each claim.

5 Monitoring and Evaluation

5.1 Performance verification:

Minimum performance criteria will be agreed between ANW and grant recipients. These will include:

- Effective coverage at pre identified reference locations and for a specified period following completion of the capital works and the commissioning date of the new service.
- Sufficient network capacity to enable the service to support a specified number of users simultaneously at the specified minimum performance thresholds committed to in the beneficiaries' proposals.
- Service Level Agreements for the resolution of network issues and faults.

Evidence of compliance with the agreed performance criteria will be self-reported by the beneficiary at agreed intervals.

ANW will also undertake periodic performance evaluations. Disputes in reported performance will be addressed through performance validation by an independent third party identified at the time of the subsidy award and detailed in the GFA. Any non-compliance would be an "Event of Default" which would (subject to giving the grant recipient the opportunity to rectify the default) entitle ANW to terminate the GFA pursuant to clause 11 and recover a portion of the subsidy. The value of recoverable subsidy will reduce annually at a rate of 10% of the original subsidy for ten years.

5.2 Monitoring and evaluation

Following the delivery of the subsidised network assets, the performance of the networks will be monitored at intervals by Ambition North Wales to ensure the grant recipients' compliance with

the terms of award. 5% of the grant will be retained until the reported improvements have been verified by Ambition North Wales.

Grant recipients will be required to submit self-declarations of network performance on a 6 monthly basis for the initial period of the Scheme (until 2031) followed by annual reporting for the remaining term of the GFA.

Grant recipients will be required to report both the network performance and the quantity of users accessing the supported network for each reporting period to enable an estimate of the scale of benefits to consumers. The quantification of consumers served will enable the evaluation of the project's performance in meeting its objectives and delivering the value of benefits forecasted in the grant application.

Improvements in mobile coverage and performance must be maintained for the agreed period of time as set out in the GFA. The performance measurements undertaken in Ambition North Wales' surveys will include signal strength, upload speed, download speed and latency, measured using real-world tests (e.g. file transfer rates, social media usage, web page loading speed etc.). Grant recipients must improve performance against these criteria over time to keep pace with technological advancements. Performance must always be in line with any relevant Ofcom minimum standard.

5.3 Continuous improvement and external evaluation

Ambition North Wales will continuously review the Scheme during the delivery phase to inform adjustments to which could improve value for money and impact. Ambition North Wales will also commission an end of project external evaluation which will require the cooperation of grant recipients.

Appendix 1. Grant Funding Agreement Template

[THIS AGREEMENT HAS BEEN DESIGNED FOR USE FOR PRIVATE SECTOR GRANT RECIPIENTS ONLY]

[Grant Recipient Name and Address]

[DATE]

Dear [Grant Recipient Contact Name]

AMBITION NORTH WALES 4G+ INDUSTRY GRANT SCHEME – [Project Name]

I am writing to advise you that the North Wales Corporate Joint Committee delivering the North Wales Growth Fund as Ambition North Wales (“ANW”) has agreed to support [Project Name] by providing funding from its 4G+ Industry Grant Scheme to [Grant Recipient], of up to [Maximum Sum] funding on the terms and conditions set out below (the “Grant”).

This letter and the attached schedules, including the standard Terms and Conditions set out at Schedule 1 will form the agreement between [Grant Recipient] and ANW (the “Agreement”).

The key information for the proposed Grant is set out in the table below. We have also listed defined terms which are specific to your Agreement in the left hand column. When we use these definitions in this Agreement, they have the meaning given to them in the right hand column.

In this Agreement, “We”, “Us” and “Our” refer to ANW, and “You” and “Your” refer to [Grant Recipient].

The key information for the proposed Grant is as follows (and these definitions are referred to throughout this Agreement):

Maximum Sum	[The total amount payable to You shall be £[] £[]]
Grant Recipient (“You”)	[Grant Recipient’s name, company number (if applicable) and registered office]
Project	[Project Name and aim of the Project]
Outputs and Milestones	See Schedule 2
Start Date	[Start Date]
End Date	Earlier of: (a) Date when the Agreement is terminated in accordance with its terms; and [insert agreed date]

Special Conditions	In addition to the Terms and Conditions set out at Schedule 1, the following Special Conditions apply: [] [Enter 'None' if there are no project-specific conditions to include]																		
Payment Profile	The Grant shall be paid in arrears and may be claimed in instalments based on Eligible Expenditure incurred and performance milestones achieved, as follows: [Option 1, where the Grant is to be paid in instalments] <table border="1"> <thead> <tr> <th>Payment Trigger or Period (e.g. Quarter 1)</th><th>Estimated Amount</th><th>Estimated Date</th></tr> </thead> <tbody> <tr> <td>[]</td><td>[]</td><td>[]</td></tr> <tr> <td>[]</td><td>[]</td><td>[]</td></tr> <tr> <td>[]</td><td>[]</td><td>[]</td></tr> </tbody> </table> [Option 2, where the Grant is to be paid as a single fixed amount] <table border="1"> <thead> <tr> <th>Maximum Sum</th><th>Estimated Date</th></tr> </thead> <tbody> <tr> <td>[]</td><td>[]</td></tr> </tbody> </table>			Payment Trigger or Period (e.g. Quarter 1)	Estimated Amount	Estimated Date	[]	[]	[]	[]	[]	[]	[]	[]	[]	Maximum Sum	Estimated Date	[]	[]
Payment Trigger or Period (e.g. Quarter 1)	Estimated Amount	Estimated Date																	
[]	[]	[]																	
[]	[]	[]																	
[]	[]	[]																	
Maximum Sum	Estimated Date																		
[]	[]																		
Disposal Date	means [date], being the date before which you may not dispose of the Funded Assets																		
Match Funding	means a financial contribution (other than the Grant or Other ANW Funding) of [amount], being not less than 35% of the total Eligible Expenditure of the Project																		
Notice Details	To Us, by post to [name/job title] at [postal address] or by email to [email address] or to such other address as may from time to time be notified by Us; and To You by post to [name/job title] at [postal address] or by email to [email address] or to such other address as may from time to time be notified by You; and																		
Dispute Senior Officers	In relation to Us, the Portfolio Director of ANW; and In relation to You, the [Chair OR Chief Executive of the Grant Recipient]																		
GFA Fee	A fee is payable upon the signature of the GFA. The fee equates to 3% of the grant amount, subject to a minimum of £2,000 and a maximum of £20,000 excluding VAT. This fee is required to be paid within 30 days of the date of this agreement.																		

If you wish to accept this offer of funding on the terms set out in this Agreement, please sign below and return a copy of the letter to [ANW officer/address]
Yours sincerely

[ANW OFFICER]

For and on behalf of the North Wales Corporate Joint Committee delivering the North Wales Growth Deal as AMBITION NORTH WALES

On Copy:

We hereby accept ANW's offer of the Grant and the terms and conditions of this Agreement.

Signed this _____ day of _____ [year]

SIGNED by (print name)

Authorised to sign on behalf of

[Grant Recipient]

Signature

SCHEDULE 1

TERMS AND CONDITIONS

The Grant made by ANW is subject to the terms set out in this Agreement including in any schedules and appendices attached.

1. DEFINITIONS AND INTERPRETATION

1.1 The following terms shall have the following meanings when used in this Agreement (unless the context requires otherwise):

"4G+ Industry Grant Scheme"	means the 4G+ Industry Grant Scheme which is part of the 4G+ Connected Key Sites and Corridors Project funded from the region's Growth Deal and delivered by Ambition North Wales
"ANW Procurement Principles"	means the procurement principles issued by Us from time to time setting out the requirements applicable to the procurement of goods, works and services in connection with projects funded by Us
"Application"	means the information provided by You as part of the process of applying for and being awarded the Grant including but not limited to any Expression of Interest and/or any Application Form (as applicable)
"Application Form"	means the application form submitted by You in relation to the Grant
"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 the legislation
"Business Day"	means a day (other than a Saturday or Sunday) on which banks are ordinarily open in London
"Collaboration Agreement"	means, where the Project is to be delivered collaboratively, a written agreement between You and each other party involved in the delivery of the Project which meets the requirements of the SCA 22
"Cost Overruns"	means any costs of the Project that exceed the aggregate of the Maximum Sum and the Match Funding

"Data Protection Legislation"	means all Legislation in force from time to time relating to the use of personal data, including, without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK) and any formal guidance or Codes of Conduct issued by the Information Commissioner (or other competent authority) in each case as amended, superseded or replaced from time to time
"Eligible Expenditure"	means expenditure properly and necessarily incurred by You in the delivery of the Project as set out in the Expenditure Forecast, and which is not Ineligible Expenditure
"Expression of Interest"	means the expression of interest submitted by You in relation to the Grant
"Expenditure Forecast"	means the expenditure forecast attached at Schedule 3 as amended or updated in accordance with the terms of this Agreement from time to time
"Financial Grant Claiming Process"	means the North Wales Growth Deal Financial Grant Claiming Process as issued and updated by Us from time to time, setting out the procedures for the submission of Grant claims and the applicable payment terms
"Funded Assets"	means any assets which have been funded or part-funded by the Grant
"Ineligible Expenditure"	means any expenditure incurred on costs which are identified as ineligible in the 4G+ Industry Grant Scheme Application Guidance (as updated from time to time) or which are not set out in the Expenditure Forecast
"Insolvency"	means You are unable to pay Your debts as they fall due or are insolvent (within the meaning of s.123(1) of the Insolvency Act 1986 in the case of a company, or s.268 of the Insolvency Act 1986 in the case of an individual) or You enter into any arrangement with creditors, or a liquidator, trustee in bankruptcy, receiver, administrator, administrative receiver or similar is appointed, or possession or enforcement or any other similar process is taken against You or any of Your assets and Insolvent shall be interpreted accordingly
"Legislation"	means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, retained EU law within the meaning of the European Union (Withdrawal) Act 2018, statutory instruments, regulatory policy or requirement, guidance or industry code, or judgment of a relevant court of law
"Minimum Criteria"	Performance means the minimum performance criteria agreed between You and Us in respect of the Project

"Other ANW Funding"	means any other funding from Us to You for the purposes of the Project
"Prohibited Act"	means 1. offering, giving or agreeing to give to Us or any servant of Ours any gift or consideration of any kind as an inducement or reward for: (a) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this agreement or any other contract with Us; or (b) showing or not showing favour or disfavour to any person in relation to this agreement or any other contract with Us; 2. entering into this agreement or any other contract with Us where a commission has been paid or has been agreed to be paid by You or on Your behalf, or to Your knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to Us; 3. committing any offence: (a) under the Bribery Act; (b) under legislation creating offences in respect of fraudulent acts; or (c) at common law in respect of fraudulent acts in relation to this agreement or any other contract with Us; or 4. defrauding or attempting to defraud or conspiring to defraud Us
"Sanctions Authority"	means the United Nations Security Council, His Majesty's Treasury (including the Office of Financial Sanctions Implementation), the Foreign, Commonwealth & Development Office, the United States Department of the Treasury's Office of Foreign Assets Control, the United States Department of State, and any other governmental, judicial or regulatory institution, agency, department or authority that administers, implements or enforces Sanctions Laws from time to time
"Sanctions Laws"	means any economic, financial, trade or other sanctions, laws, regulations, restrictive measures, embargoes, orders or requirements enacted, administered, imposed or enforced from time to time by any Sanctions Authority, including under the Sanctions and Anti-Money Laundering Act 2018 and any regulations made thereunder

"Sanctioned Person"	means any person (including any individual, company, organisation, government or other entity or any person acting on behalf of any of the foregoing): a) that is listed on, or owned or controlled (directly or indirectly) by a person listed on, any list of designated persons maintained by a Sanctions Authority; b) that is located in, incorporated under the laws of, or acting on behalf of or for the benefit of, the government of any country or territory that is the subject of comprehensive country- or territory-wide Sanctions Laws; or c) with whom dealings are otherwise prohibited or restricted under any applicable Sanctions Laws
"SCA 22"	means the Subsidy Control Act 2022;
"Subsidy"	Is defined in section 2(1) of the SCA 22
"Summary Evaluation Report"	means, in respect of any contract awarded in connection with the Project with a total value exceeding £75,000, a written report prepared by You and submitted to Us which includes: a) a description of the goods or services procured; b) a summary of the procurement process followed, including key stages and decision points; c) a summary of the evaluation criteria applied and the outcomes of the assessment; and d) a justification for the recommended supplier or contractor based on the evaluation results
"UK Competition Requirement"	means the SCA 22 and/or such other legislation and/or regulations and/or guidance issued by the Secretary of State and/or approved by Parliament which is in force and/or applies in England and Wales which regulates Subsidy
"Unlawful Subsidy"	means Subsidy which has been granted, or from time to time is, in contravention of the UK Competition Requirement;

2. PAYMENT AND USE OF GRANT

- 2.1 We have awarded the Grant to You for the purpose of the Project as set out in Your Application.
- 2.2 You must use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement.
- 2.3 You must not use the Grant for any other purpose without Our prior written agreement.
- 2.4 You must use the Grant in accordance with the Expenditure Forecast.

We will pay the Grant as detailed in the Payment Profile, subject to the necessary funds being available to Us when payment falls due. You agree and accept that payments of the Grant can only be made to the extent that We have available funds. You are responsible for ensuring that the Match

Funding is available for the use of the Project in the amounts and in the timescale required for the delivery of the Project.

- 2.6 We will have no obligation to make any payment of Grant to You until You have demonstrated to Our satisfaction that the Match Funding has been secured.
- 2.7 All claims for payment of the Grant must be submitted in accordance with the Financial Grant Claiming Process.
- 2.8 Where the Project is to be delivered collaboratively, We will have no obligation to make any payment of Grant to You until You have provided Us with a copy of the Collaboration Agreement in a form satisfactory to Us.
- 2.9 You will ensure that any such Match Funding is used for the delivery of the Project as required. For the avoidance of doubt, We will have no obligation to provide any Match Funding and no part of the Maximum Sum or any Other ANW Funding can be counted as Match Funding.
- 2.10 Where the cost of the Project exceeds an amount equal to the aggregate sum of the Maximum Sum and the Match Funding, You accept that any such additional costs (the "Cost Overruns") will be Your responsibility and that We have no obligation to pay any amount towards the Cost Overruns.
- 2.11 Where the cost of the Project is less than the Expenditure Forecast, the amount of Grant payable shall reduce pro rata relative to the reduction in expenditure. In each case, the Grant payable shall be either the Maximum Sum or the corresponding proportion of the Eligible Expenditure incurred, whichever is less.
- 2.12 Notwithstanding any other provision of this Agreement, the Grant shall not exceed 65% of the total eligible capital costs of the Project.
- 2.13 The Grant shall be paid into a bank account in Your name which must be an ordinary business bank account. All cheques from the bank account must be signed by at least two individual representatives.
- 2.14 You must promptly repay to Us any money incorrectly paid to You whether as a result of Our administrative error or otherwise.
- 2.15 You shall not use any of the Grant to pay any Ineligible Expenditure.
- 2.16 We will have no obligation to make any payment of the Grant after the End Date.
- 2.17 Notwithstanding the Payment Profile, We shall be entitled to retain an amount equal to 5% of the Maximum Sum until such time as the outcomes set out in Schedule 2 (Outputs and Milestones) have been verified by Us to Our reasonable satisfaction.
- 2.18 Should any part of the Grant remain unspent at the End Date, you must ensure that any unspent monies (if previously claimed) are returned to us.
- 2.19 The Project must be completed by no later than 31 January 2030. All Outputs must be achieved by no later than 31 March 2036.
- 3. Accounting
 - 3.1 The Grant shall be accounted for separately in Your accounts in accordance with applicable accounting standards and shall not be included under general funds. Where Your applicable accounting framework requires the Grant to be shown as a restricted fund, it shall be so designated.
 - 3.2 You must keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant.

- 3.3 You must keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least [six] years following receipt of any Grant monies to which they relate. We shall have the right to review, at Our reasonable request, Your accounts and records that relate to the expenditure of the Grant and We shall have the right to take copies of such accounts and records.

4. REPORTING AND ACCESS TO INFORMATION

- 4.1 You shall provide Us with a financial report and an operational report on Your use of the Grant and delivery of the Project every quarter and in such formats as We may reasonably require.
- 4.2 You shall on request provide Us with such further information, explanations and documents as We may reasonably require in order for Us to establish that the Grant has been used properly in accordance with this Agreement. You shall allow Us access to Your property and/or staff and/or volunteers at Our reasonable request for the purposes of monitoring the use of the Grant and the delivery of the Project and Your performance of Your obligations under this Agreement.
- 4.3 You shall comply with the ANW Procurement Principles in respect of all procurement undertaken in connection with the Project. For any contract with a value in excess of £75,000 entered into in connection with the Project, You shall prepare and submit to Us a Summary Evaluation Report in such form as We may reasonably require, and You shall retain all procurement records for the period specified in Clause 3.3 for audit and compliance review purposes.
- 4.4 Minimum Performance Criteria shall be agreed between You and Us in respect of the Project prior to the first payment of the Grant.
- 4.5 Without prejudice to Your obligations under Clauses 4.1 and 4.2, You shall submit to Us performance self-declarations at intervals of not less than every six months from the Start Date until 31 March 2031, and annually thereafter, in each case in such form as We may reasonably require. Any dispute arising under or in connection with this Agreement shall be resolved in accordance with Clause 19.4.
- 4.6 You shall cooperate fully with any external evaluation of the Project or the 4G+ Industry Grant Scheme commissioned by Us, including (without limitation) by providing such information, access and assistance as may reasonably be required by Us or by any third party appointed by Us to carry out such evaluation.

4.7 COMMUNICATIONS

Any notice demand or communication to be given or served under this Grant Agreement shall be given or served in writing (including by electronic mail) to the Notice Details.

4.8 Delivery

- 4.9 Any such notice, demand or communication shall be deemed to have been duly given or made as follows:-

4.9.1 If sent by personal delivery, upon delivery at the address of the relevant party;

4.9.2 If sent by first class post, two Business Days after the date of posting; and

4.9.3 If sent by email, at the time of transmission,

provided that if, in accordance with the above provisions, any such communication would otherwise be deemed to be given or made outside normal working hours, such communication shall be deemed to be given or made at the start of the next Business Day.

5. WARRANTIES AND REPRESENTATIONS

In accepting this offer (and every time You accept a payment of the Grant) You warrant and confirm to Us that:

- 5.1 You are a legally constituted body and have the full capacity and authority and all necessary consents and expertise to enter into and perform the obligations on You under the terms of this Agreement and You acknowledge that they constitute valid, legal and binding obligations of and on You and are enforceable against You;
- 5.2 entering into this Agreement does not conflict with any other obligations, laws, regulations or agreements which are binding on You.
- 5.3 all information, documents and accounts provided by You or on Your behalf, from time to time are and will be true, valid and correct;
- 5.4 You are not in breach of any law or Legislation or regulations or official directives law in any material respect;
- 5.5 You are not aware of any fact or circumstance that may affect the successful completion of the Project;
- 5.6 You will ensure that all the necessary consents and licences are in place and maintained;
- 5.7 You have and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- 5.8 You are registered under Ofcom's Electronic Communications Code and comply with Ofcom's General Conditions of Entitlement (or hold equivalent regulatory cover) and shall maintain such registration and compliance throughout the term of this Agreement;
- 5.9 no goods or services used in connection with the Project are or shall be supplied by a high-risk vendor as defined in the National Cyber Security Centre's advice on the use of equipment from high-risk vendors in UK telecoms networks;
- 5.10 no goods or services used in connection with the Project are or shall be sourced or originate, whether directly or indirectly, from the Russian Federation or the Republic of Belarus, and You shall not use any part of the Grant to procure or fund the procurement of any such goods or services;
- 5.11 You have not committed, nor shall You commit, any Prohibited Act;
- 5.12 neither You nor any of Your officers, employees, agents or subcontractors, nor any other person associated with You in connection with the Grant or the Project, is a Sanctioned Person;
- 5.13 neither You nor any of Your officers, employees, agents or subcontractors, nor any other person associated with You in connection with the Grant or the Project, has engaged in any conduct that would or might result in it being designated or listed on any Sanctions List;
- 5.14 the Grant has not been, and will not be, used, directly or indirectly:
 - 5.14.1 for the benefit of, or to make funds available to, any Sanctioned Person;
 - 5.14.2 to finance, facilitate, support or fund any activity, transaction or arrangement that would be prohibited under any applicable Sanctions Laws or that would cause Us or You to be in breach of any applicable Sanctions Laws; or
 - 5.14.3 in any other manner that would expose the Us, You, or any of their respective personnel to any sanction, penalty, liability or adverse regulatory action under any applicable Sanctions Laws;

- 5.15 You are not in breach of, and are not subject to any investigation, inquiry, proceedings or enforcement action by any Sanctions Authority in respect of, any applicable Sanctions Laws; and
- 5.16 You have in place and maintain appropriate and effective policies, procedures, systems and controls designed to ensure ongoing compliance with all applicable Sanctions Laws in connection with the use of the Grant and the delivery of the Project; and
- 5.17 You shall promptly notify Us of any change in Your circumstances which may affect compliance with the UK Competition Requirement or which may result in the Grant constituting an Unlawful Subsidy;
- 6. DISPOSAL
- 6.1 You must not dispose of any Funded Assets prior to the Disposal Date without Our prior written consent.
- 6.2 All Funded Assets must have an adequate expected lifespan and must be capable of operating effectively until at least 31 March 2036. If any Funded Asset needs to be replaced or upgraded before 31 March 2036, the full associated cost shall be Your responsibility and We shall have no obligation to contribute to any such cost.
- 7. CHANGES
- 7.1 You must notify Us immediately if You want or require to make any changes to the Project including, but not limited to, changes to any of the Outputs, Milestones, Start Date, End Date, Target Completion Date, Expenditure Forecast and/or funding of the Project.
- 7.2 Any changes must be agreed, in writing, with Us before taking effect. Such agreed changes to the Outputs, Milestones, Start Date, End Date, Target Completion Date and Expenditure Forecast may be effected by exchange of correspondence and this Agreement will be deemed to be varied to take account of changes agreed by such correspondence.
- 8. LEGISLATION [AND ENVIRONMENTAL]
- 8.1 You must comply with and assist and co-operate with Us in order that We too can comply with (and require third parties who benefit from this Grant and any contractors You may appoint do the same) all Legislation in relation to the Project, including, but not limited to:-
 - 8.11 employment Legislation;
 - 8.12 financial regulations and Legislation; and
 - 8.13 Data Protection Legislation.
- 8.2 In delivering the Project, the Grant Recipient shall comply with the requirements of the Welsh Language (Wales) Measure 2011 as applicable.
- 8.3 [The Grant Recipient shall use all reasonable endeavours that the Project :
 - 8.3.1 achieves a reduction in operational energy emissions in respect of the Project
 - 8.3.2 minimises embodied carbon in respect of the Project's capital assets
 - 8.3.3 achieves a positive impact on biodiversity where feasible]
- 9. PROHIBITED PURPOSES
- 9.1 You shall not use the Grant, in full or in part, for:
 - 9.1.1 party political purposes;

- 9.1.2 the promotion of particular secular, religious or political views;
- 9.1.3 gambling, pornography or offering sexual services;
- 9.1.4 purchasing capital equipment other than as specified in the Expenditure Forecast;
- 9.1.5 any kind of illegal activities;
- 9.1.6 revenue activities;
- 9.1.7 the acquisition, creation or material enhancement of assets (including any building, new construction, land, extensions of and alterations to existing buildings or the purchase of other fixed assets, plant, equipment, vehicles or machinery) with an expected working life of more than one year, other than the Funded Assets specified in the Expenditure Forecast; or
- 9.1.8 any other kind of activity which in Our opinion could bring Us or the 4G+ Industry Grant Scheme into disrepute.

10. SANCTIONS

10.1 You shall:

- 10.1.1 comply, and procure that each of Your officers, employees, agents, subcontractors and each third party to whom any part of the Grant is passed, sub-granted or otherwise transferred complies, at all times with all applicable Sanctions Laws;
- 10.1.2 not use or make available the Grant (whether in whole or in part), directly or indirectly:
 - (a) to or for the benefit of any Sanctioned Person;
 - (b) for any purpose which would, or would be likely to, cause Us or You to be in breach of any applicable Sanctions Laws; or
 - (c) in any manner that would, or would reasonably be expected to, expose Us to any sanction, penalty, liability or other adverse consequence under any applicable Sanctions Laws;
- 10.1.3 maintain and operate, and where any part of the Grant is passed to a third party, require that third party to implement, maintain and operate, appropriate and effective policies, procedures, systems and controls (proportionate to the nature, scale and complexity of the relevant activities and use of the Grant) to:
 - (a) prevent any breach of applicable Sanctions Laws;
 - (b) identify and screen all counterparties, personnel and recipients against all relevant lists maintained by any Sanctions Authority prior to engaging them in connection with the Project; and
 - (c) ensure ongoing monitoring of counterparties, personnel and recipients throughout the period during which they are engaged in connection with the Project;
- 10.1.4 conduct, and where any part of the Grant is passed to a third party, require that third party to conduct, appropriate and proportionate sanctions due diligence on all counterparties, recipients, subcontractors and other persons engaged in connection with the Grant and the Project, both before entering into any arrangements with such persons and on an ongoing basis thereafter;

- 10.15 notify Us in writing immediately upon becoming aware that:
- (a) You, or any of Your officers, employees, agents or subcontractors, or any person associated with You in connection with the Grant, has become, or is alleged to have become or is threatened with becoming, a Sanctioned Person;
 - (b) You, or any of Your officers, employees, agents or subcontractors, or any person associated with You in connection with the Grant, has breached, or is alleged or reasonably suspected to have breached, any applicable Sanctions Laws in connection with the Grant or the Project;
 - (c) You have received any inquiry, request for information, notice or demand from any Sanctions Authority in connection with the Grant or the Project; or
 - (d) any circumstances have arisen that might give rise to any breach of this Clause or of any applicable Sanctions Laws in connection with the Grant or the Project; and
- 10.16 promptly provide Us with such information, documentation and assistance as We may reasonably require from time to time for the purposes of:
- (a) monitoring and verifying Your compliance with this Clause and with all applicable Sanctions Laws; and
 - (b) enabling Us to satisfy any of Our own obligations under applicable Sanctions Laws in connection with the Grant or the Project.
11. DEFAULT
- 11.1 It will be an Event of Default if
- 11.1.1 You fail to achieve any Output or Milestone without Our express written consent;
 - 11.1.2 You commit a material breach any of the terms and conditions of the Agreement (and fail to remedy such breach within 14 days of a written request from Us asking You to do so);
 - 11.1.3 You use the Grant other than for the purpose for which it has been awarded without Our prior written consent;
 - 11.1.4 You undertake activities which are in Our reasonable opinion likely to bring the reputation of the 4G+ Connected Key Sites and Corridors Project or Us into disrepute;
 - 11.1.5 You provide Us with any materially misleading or inaccurate information;
 - 11.1.6 You become Insolvent or any steps are taken by any person toward such Insolvency;
 - 11.1.7 You cease to operate for any reason, or You pass a resolution (or any court of competent jurisdiction makes an order) that You be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
 - 11.1.8 You commit or have committed a Prohibited Act;
 - 11.1.9 there is Unlawful Subsidy (in which case any Grant required to be repaid will bear interest at such rate as required under or by virtue of UK Competition Requirements applicable to Subsidy from the date of Our notice requiring repayment to the date of repayment (both before and after judgement) or such other period as may be required under or by virtue of UK Competition Requirements);

- 11.1.10 You have failed to demonstrate to Our satisfaction that you have secured the Match Funding prior to the estimated date of the first payment of Grant or the Match Funding subsequently is not available in the timescales required for the delivery of the Project;
- 11.1.11 You have failed to secure identified funds to pay for any Cost Overruns and in Our reasonable opinion You are unlikely to secure such funds;
- 11.1.12 You have failed to comply with the Minimum Performance Criteria and fail to rectify such non-compliance within such reasonable period as We may specify in a written notice to You, in which case We shall be entitled to recover a portion of the Grant. The value of recoverable Grant shall reduce annually at a rate of 10% of the original Grant for a period of ten (10) years from the date of payment of the final instalment of the Grant;
- 11.1.13 any goods or services used in connection with the Project are supplied by a high-risk vendor as defined in the National Cyber Security Centre's advice on the use of equipment from high-risk vendors in UK telecoms network;
- 11.1.14 any goods or services used in connection with the Project are sourced or originate, whether directly or indirectly, from the Russian Federation or the Republic of Belarus;
- 11.1.15 You cease to be registered under Ofcom's Electronic Communications Code or cease to comply with Ofcom's General Conditions of Entitlement (or equivalent regulatory cover);
- 11.1.16 We believe (acting reasonably) that the Project cannot or is unlikely to be completed as set out in the Application or as otherwise agreed with You; or
- 11.1.17 You are in breach of any applicable Sanctions Laws or You or any of Your officers, employees, agents or subcontractors becomes a Sanctioned Person.
- 11.2 Where an Event of Default has occurred, We may:
 - 11.2.1 terminate this Agreement and where the Agreement is terminated, no further payments of the Grant will be made by Us; and/or
 - 11.2.2 suspend any payment of Grant that would otherwise be payable; and/or
 - 11.2.3 require You to repay some or all of the Grant which We have paid to You.
- 11.3 If We require repayment of Grant, You must pay the sum required to Us in cleared funds in full within fifteen working days of issue of Our written demand for payment.
- 12. INSURANCE
- 12.1 You shall effect and maintain with a reputable insurance company appropriate policy or policies in respect of all risks which may be incurred by You arising out of Your performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss.
- 13. INDEMNITY AND ACKNOWLEDGEMENT
- 13.1 You will be liable for and will indemnify Us in full for any expense, liability, loss, claim or proceedings arising under statute, tort (including negligence), contract and/or at common law in respect of personal injury to or death of any person or loss of or damage to property (whether belonging to Us or otherwise) or any claim by any third party arising directly or indirectly out of or caused or contributed to by the Project and/or the performance or non-performance or delay in performance by You of Your obligations under this Agreement except to the extent that the same is due to any act or neglect by Us.

- 13.2 We accept no liability for any consequences, whether direct or indirect, that may come about from Your running the Project, the use of the Grant or from withdrawal of the Grant. Our liability under this agreement is limited to the payment of the Grant.
14. WAIVER
- No failure or delay by either party to exercise any right or remedy under this agreement shall be construed as a waiver of any other right or remedy.
15. TRANSFER
- The offer of the Grant is personal to You. Unless otherwise specifically agreed in writing by Us You may not assign, novate, transfer, sub contract or dispose of in any other way either the benefit of the Grant or any of Your obligations under this Agreement.
16. VAT
- You and We both understand and agree that the Grant by Us under this Agreement is not consideration for any supply for Value Added Tax ("VAT") purposes whether by You or otherwise. If, notwithstanding the agreement and understanding between You and Us, it is determined that the Grant is consideration for a supply for VAT purposes, the Grant shall be treated as inclusive of any VAT.
17. FREEDOM OF INFORMATION
- 17.1 You acknowledge that We are subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIRs).
- 17.2 You shall:
- 17.2.1 provide all necessary assistance and cooperation as reasonably requested by Us to enable Us to comply with Our obligations under the FOIA and EIRs;
 - 17.2.2 transfer to Us all requests for information relating to this agreement that You receive as soon as practicable and in any event within 2 working days of receipt;
 - 17.2.3 provide Us with a copy of all information belonging to Us requested in the request for information which is in Your possession or control in the form that We require within 5 working days (or such other period as We may reasonably specify) of Our request for such information; and
 - 17.2.4 not respond directly to a request for information unless authorised in writing to do so by Us.
- 17.3 You acknowledge that We may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from You and that We shall be responsible for determining in Our absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.
18. PUBLICITY
- 18.1 You shall acknowledge the Grant in your annual report and accounts relating to the Project, including an acknowledgement that We are the source of the Grant.
- 18.2 You must not publicise or promote the Grant without Our prior written agreement, and any reference to Us or the Grant in any publicity and/or promotional material relating to the Project must be approved in advance by Us.

18.3 We reserve the right to use all data provided by You in relation to the Grant for publicity or promotional purposes.

19. DISPUTE RESOLUTION

19.1 In the event of any complaint or dispute (which does not relate to Our right to withhold funds or terminate) arising between the parties to this agreement in relation to this agreement the matter should first be referred for resolution to the 4G+ Connected Key Sites and Corridors Project Manager or any other individual nominated by Us from time to time.

19.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the 4G+ Connected Key Sites and Corridors Project Manager or other nominated individual, as the case may be, either party may refer the matter to the Dispute Senior Officers with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed between You and Us.

19.3 In the absence of agreement under Clause 19.2, You and We may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed between You and Us). Unless otherwise agreed, You and We shall bear the costs and expenses of the mediation equally.

19.4 In the event of a dispute relating under Clause 4.5, such dispute shall be resolved by performance validation undertaken by an independent third party identified at the date of this Agreement. The costs of such independent validation shall be borne by You unless the independent third party determines that the reported performance was materially accurate, in which case the costs shall be borne by Us.

20. NO PARTNERSHIP OR AGENCY

This agreement shall not create any partnership or joint venture between You and Us, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

21. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between You and Us relating to its subject matter and supersedes all prior negotiations, representations and undertakings whenever occurring.

22. APPLICABLE LAW

This Agreement is governed and interpreted in accordance with the law of England and Wales and subject to the jurisdiction of the courts of England and Wales. If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction such provision shall be severed from it and the remainder of the provisions of this Agreement shall otherwise remain in full force and effect.

SCHEDULE 2

OUTPUTS AND MILESTONES

The Project must be completed by no later than 31 January 2030 and all payments of the Grant must be made by no later than 31 March 2030. All Outputs must be achieved by no later than 31 March 2036.

1. Outputs

OUTPUT	TARGET
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]

2. Milestones

MILESTONE	TARGET DATE
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]

SCHEDULE 3

EXPENDITURE FORECAST

Anticipated Expenditure Profile



Please select the appropriate Growth Deal programme using the drop down menu below				
Programme			Programme Manager	
Please select the Growth Deal project from the drop down menu below. Please also state your organisation and the name of the person responsible for submitting claims				
Project Title		Organisation	Project Contact	
Please use the table below to confirm your anticipated spend profile. Enter the amount of Growth Deal funding and (if applicable) the amount of Other Funding into the relevant quarterly claim periods.				
Quarterly Claim Period	Claim Submission Date	Total Expenditure Profile	Profiled NWGD Funding	Profile Other Funding Source
July 26 - Sept 2026	10/14/2026	£ -		
Oct 26 - Dec 2026	1/14/2027	£ -		
Jan 27 - March 2027	4/14/2027	£ -		
April 27 - June 2027	7/14/2027	£ -		
July 27 - Sept 2027	10/14/2027	£ -		
Oct 27 - Dec 2027	1/14/2028	£ -		
Jan 28 - March 2028	4/14/2028	£ -		
April 28 - June 2028	7/14/2028	£ -		
July 28 - Sept 2028	10/14/2028	£ -		
Oct 28 - Dec 2028	1/14/2029	£ -		
Jan 29 - March 2029	4/14/2029	£ -		
April 29 - June 2029	7/14/2029	£ -		
July 29 - Sept 2029	10/14/2029	£ -		
Oct 29 - Dec 2029	1/14/2030	£ -		
Jan 30 - March 2030	4/14/2030	£ -		
		£ -	£ -	£ -