



**Uchelgais
Gogledd Cymru
Ambition
North Wales**

4G+ Public Sector Asset Improvement Grant Scheme Guidance for Applicants

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Executive Summary

This guidance sets out how public sector organisations can apply to the Ambition North Wales 4G+ Public Sector Asset Improvement Grant Scheme (the “Scheme”). The Scheme provides capital funding of up to 100% of eligible costs to upgrade or replace existing public sector assets so that 4G and 5G technology can be deployed on them. The Scheme forms part of the 4G+ Connected Key Sites and Corridors Project within the Digital Connectivity Programme of the North Wales Growth Deal Portfolio. It complements the 4G+ Industry Grant Scheme which supports Mobile Network Operators (MNOs), neutral hosts and infrastructure providers to deploy and upgrade mobile infrastructure, by improving the readiness of public assets and reducing barriers to mobile deployment. This guidance explains eligibility, assessment criteria, the rolling application process, and the post-award requirements including Open Access, procurement compliance, claims, monitoring and evaluation.

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 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.

1.3 4G+ Connected Key Sites and Corridors Project

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 up to £9m by 2036.
- To deliver 28.5 indirect jobs by 2036.
- To secure £2m private sector investment by 2036.

1.4 4G+ Public Sector Asset Improvement Grant Scheme

The 4G+ Public Sector Asset Improvement Grant Scheme provides targeted capital grants to public sector organisations to upgrade or replace existing assets so that 4G+ (4G, 5G non-standalone and 5G standalone) technology can be deployed on them. Eligible works may include (but are not limited to) replacing outdated lighting columns, installing or upgrading power supplies, installing fibre backhaul or ducting, improving access to structures, or reinforcing structures to accommodate telecommunications equipment.

Once upgraded, assets supported by this Scheme must be made available to commercial operators through non-exclusive Open Access Agreements (or equivalent non-discriminatory access arrangements). This Scheme complements the 4G+ Industry Grant Scheme detailed below by enabling the “host” infrastructure needed for deployment and by reducing barriers associated with asset suitability, power and backhaul availability.

The 4G+ *Industry* Grant scheme is designed to provide targeted subsidies to Mobile Network Operators (MNOs), neutral hosts and infrastructure providers for the deployment and upgrading 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.

The 4G+ Public Sector Asset Improvement Scheme applicants are encouraged to engage with the mobile network industry to coordinate activities at sites where investment could be

available through both schemes. It is also encouraged that applicants of the 4G+ Industry Grant Scheme engage with public sector organisations where appropriate.

This guidance document sets out the process for submitting an application to the 4G+ Public Sector Asset Improvement 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.

Ambition North Wales'

Connected Key Sites and Corridors Project - 4G+ Grant Schemes

Supporting the rollout of 4G and 5G mobile connectivity across North Wales

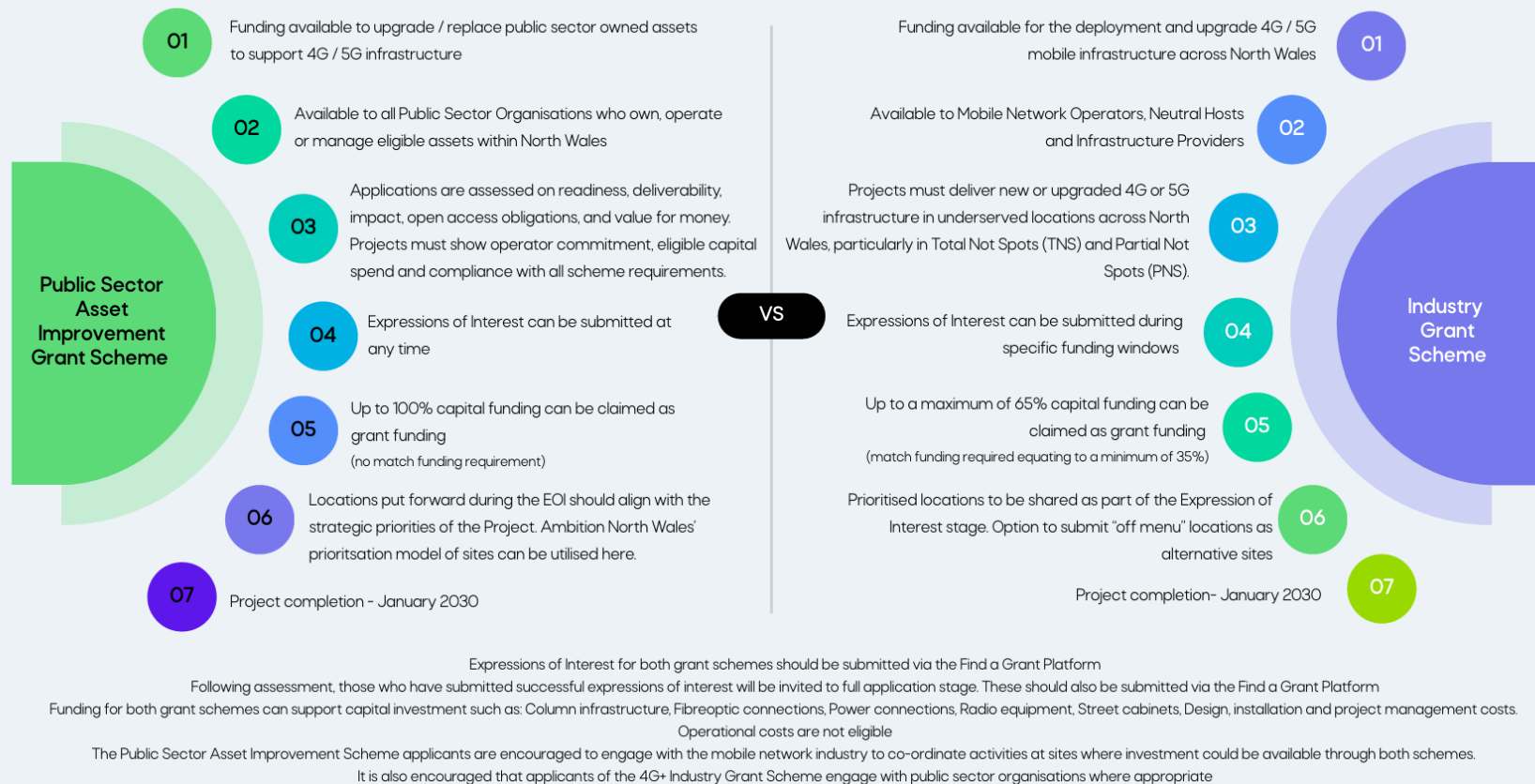


Figure 1 4G+ Project Grant Schemes2

1.5 Essential Considerations for all Applicants

Applicants are advised to consider the matters set out below before deciding whether to submit an Expression of Interest (EOI) to the Scheme.

1.5.1 Rolling assessment and prioritisation

Submitting an EOI or application does not automatically entitle an applicant to receive a grant. The Scheme operates on a rolling basis and will be prioritised according to strategic need, readiness, enabling impact and available budget. Decisions whether to award or not to award a grant are at the discretion of Ambition North Wales.

1.5.2 Funding rate and cashflow

Grants may fund up to 100% of eligible capital costs. However, grant payments are made in arrears. Applicants must therefore be able to cashflow project delivery and provide evidence of financial capacity to do so.

1.5.3 Procurement and compliance

Applicants will manage and procure upgrades themselves. All procurement must follow the Ambition North Wales Procurement Principles as well as the applicant's own procurement obligations and policies. Applicants must maintain complete procurement, contract management and payment records for audit and assurance.

1.5.4 Open Access obligations

Open Access is a central requirement of the Scheme. Upgraded assets must be made available for use by telecommunications operators and/or infrastructure providers on a non-exclusive, open access basis. Open Access requirements will be assessed as part of the application and enforced through the Grant Funding Agreement. Applicants should either have Open Access Agreements in place or commit to confirm these prior to funding approval.

1.5.5 Coordination with industry deployment

Applicants are encouraged to coordinate proposals with potential users of the assets (e.g. MNOs, neutral hosts, infrastructure providers) and to align delivery with industry deployment plans where possible. Where appropriate, applicants should consider alignment with proposals supported through the 4G+ Industry Grant Scheme. Ambition North Wales can assist with industry engagement where required.

The Applicant and the Network Operators benefiting from the use of assets upgraded through the Public Sector Asset Improvement Grant will be in receipt of Subsidy from the Applicant under the terms of the Ambition North Wales 4G+ Subsidy Scheme (2.1.16).

1.6 Assessment of Risk

This section outlines how risk will be evaluated during the Expression of Interest (EOI) and full application stages. The primary factor influencing risk is the level of engagement between Public Sector Organisations (PSOs) and Mobile Network Operators (MNOs) or neutral hosts. Applicants must review these risk categories carefully before submitting an EOI.

1.6.1 Overview

To ensure that proposed activity is deliverable and that public sector funding is allocated appropriately, all EOIs and applications will undergo a risk assessment. This assessment focuses on whether:

- Engagement with operators is taking place;
- Access agreements are being progressed or finalised;
- Operators or neutral hosts have committed, in principle, to deployment on public sector assets.

The following categories outline the increasing and decreasing levels of risk:

1.6.2 Risk Categories

1.6.2.1 *Highest Risk – EOI not permitted*

No engagement has taken place between the Public Sector Organisation and any Mobile Network Operator or neutral host.

Implications:

- This represents the highest possible delivery risk.
- An EOI must not be submitted.
- Any submission received at this level will be automatically rejected.

1.6.2.2 *High Risk – EOI may proceed if evidence provided*

Engagement with operators has begun but is limited to early conversations. No draft access agreements or clear deployment pathways exist.

Applicants must demonstrate to proceed with application:

- Active dialogue with operators.
- Evidence that discussions are progressing towards drafting and signing access agreements.
- Indicative deployment timescales.

If satisfactory evidence is provided, the applicant may be allowed to proceed to the full application stage.

1.6.2.3 *Moderate Risk – EOI generally accepted*

Some access agreements have already been signed, but not all agreements required for deployment are in place.

Applicants must demonstrate:

- One or more signed access agreements.
- A credible route to completing remaining agreements.
- That the EOI will support completion of the outstanding activity.

EOIs at this level will generally be accepted for progression to full application.

1.6.2.4 *Lowest Risk – strong application position*

All required access agreements are in place between the Public Sector Organisation and operators/neutral hosts and a deployment in principle has been secured.

A deployment in principle means:

- Operators or neutral hosts have formally committed to deploy on the identified public sector assets.
- Deployment will proceed subject to funding approval and standard checks.

Requirements at Full Application:

- Applicants must confirm they have a deployment in principle.
- Operators must provide a written deployment commitment letter.
- No claims for funding will be processed until the deployment commitment is received.

Risk Level	Engagement Status	EOI Eligible?	Requirements
Highest Risk	No engagement with operators	No	Do not submit; automatic rejection
High Risk	Early engagement only	Potentially	Evidence of progress and deployment timescales
Moderate Risk	Some access agreements signed	Yes	Route to securing remaining agreements
Lowest Risk	All agreements + deployment in principle	Yes (Preferred)	Written commitment required before claims

Table 1 Assessment of Risk Summary Table

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. Ambition North Wales will offer feedback to unsuccessful applicants where practicable. The order of criteria does not indicate weighting. In general, the criteria which carry the greatest weightings are: readiness, enabling impact, Open Access compliance, deliverability and value for money.

2.1.1 Applicant eligibility

The Scheme is open to public sector organisations that own, operate or manage eligible assets within North Wales. Eligible applicants include (but are not limited to): local authorities; national park authorities; health bodies; emergency services; higher and further education institutions; and other public sector bodies. Applicants must be capable of entering into a Grant Funding Agreement (GFA) with Ambition North Wales.

2.1.2 Project location

All projects must be located within North Wales, within the counties of Gwynedd, Isle of Anglesey, Conwy, Denbighshire, Flintshire and Wrexham. Out-of-region expenditure may be eligible only where it is necessary for the project to deliver its regional objectives (for example, enabling fibre backhaul to connect into a wider network). Any out-of-region expenditure must be clearly identified, described and costed.

2.1.3 Operator Engagement

Applications to the Scheme will only be approved where there is a commitment from a network operator(s) to utilise the enhanced asset to deliver mobile connectivity in accordance with the objectives of the Scheme. Applicants are therefore required to secure the appropriate level of commitment from a network operator(s) prior to submission of their application. It is recommended that network operators are engaged at the earliest opportunity in order to secure the necessary commitment, preferably at the Expression of Interest stage.

2.1.4 New Activity

The Scheme is designed to enable new projects that cannot be undertaken without grant support. Support can be provided for investments to enhance existing or planned works that have already started or to which a binding financial commitment has already been made before the project start date in the GFA, however the Scheme can only support those costs necessary to deliver its objectives. Routine maintenance and statutory compliance works are not eligible unless they are integral to making an asset suitable for 4G+ deployment and are agreed as eligible in the GFA.

2.1.5 Availability of funding including cashflow

Although the Scheme may fund up to 100% of eligible capital costs, applicants must cashflow delivery because grants are paid in arrears. Applicants must confirm financial capacity and internal approvals to proceed (e.g., budget allocation, delegated authority or committee decision), as appropriate.

2.1.6 Financial viability and governance

Applicants must demonstrate appropriate governance and assurance arrangements for managing capital projects, including financial controls, approvals, project reporting, and audit readiness. Ambition North Wales may request evidence such as recent audited accounts, capital programme approvals, and confirmation of the applicant's accountable officer arrangements.

2.1.7 Eligibility of project expenditure

The Scheme is a capital grant fund. Grant support may only be used toward eligible capital investments in tangible assets and directly attributable capitalised labour. Eligible expenditure must be itemised and costed in the application and will be agreed in the GFA.

Eligible expenditure may include (subject to agreement):

- Replacement or reinforcement of lighting columns, multifunction columns, poles, masts, rooftops or other structures to meet loading and mounting requirements.
- Power upgrades (new or upgraded supplies, feeder pillars, cabling, earthing, metering, and associated civil works required to support telecommunications equipment).
- Fibre backhaul, ducting and connectivity enabling works (including civil works and wayleaves/permissions where eligible).
- Access improvements and enabling works required for safe installation and maintenance (e.g., roof access systems, cabinet bases, safe working platforms).
- Surveys and design (structural, electrical, fibre and access design) directly related to the capital works.
- Project management and implementation labour costs where capitalisable and directly attributable to delivery.

2.1.8 Procurement

Suppliers must be procured in accordance with the Ambition North Wales Procurement Principles and the applicant's own procurement obligations. Applicants must retain full records of procurement and contract management. Ambition North Wales reserves the right to review procurement documentation and may withhold or claw back grant where non-compliance is identified.

2.1.9 Strategic fit

Applications will be assessed for how well they align with the objectives of the 4G+ Connected Key Sites and Corridors Project – see Section 1.3. Priority is expected to be given to proposals that enable deployment in areas of high demand or where coverage and performance issues are known to be significant (e.g. town centres, business parks, transport corridors and key visitor destinations). Ambition North Wales prioritisation model of sites can be utilised here. Please consult Ambition North Wales to discuss prioritised sites where necessary.

2.1.10 Mandatory outcomes

All projects supported through the Scheme must generate the following outcomes, with measures and evidence requirements agreed in the GFA:

- Asset upgrade delivered to the agreed technical specification (site readiness achieved).
- Open Access implemented (or equivalent) and available on a non-exclusive, non-discriminatory basis.
- A clear deployment pathway evidenced by operator engagement and/or a credible route to utilisation.

- Improved 4G/5G coverage through the use of improved assets within a defined period as agreed in the GFA.
- Direct or indirect private sector investment as a result of the upgraded asset.
- Sustainability considerations embedded, including measures to minimise embodied and operational carbon.
- Social value delivered as proposed by the applicant and agreed in the GFA.

2.1.11 Additional outcomes

Applicants may propose additional outcomes such as biodiversity enhancements, skills development, local supply chain benefits, community engagement, or public service improvements. Where proposed, applicants must explain how additional outcomes will be delivered, measured and evidenced. Industry partners may contribute to outcomes and Applicants will be responsible for recording, evidencing and reporting the relevant indicators.

2.1.12 Value for money

Value for money will be assessed by the extent to which the asset improvement enables mobile deployment and benefits users relative to the grant requested. Applicants should quantify, where possible, the likely scale of benefit (e.g., number of users, premises, visitors, journeys, or service locations potentially benefiting). Applications should also demonstrate that costs are reasonable (supported by benchmarking, quotations or estimates) and that the design avoids unnecessary scope. Industry partners may be consulted by Applicants to provide supporting evidence of proposed impact during the initial Expression of Interest and application stages.

2.1.13 Project deliverability

Projects must be technically viable, well-planned and deliverable within the proposed timeframe. Applicants must provide a project plan including milestones and dates, a risk register with practical mitigations, and evidence of required consents or a credible plan to secure them. Applicants should demonstrate capability and capacity to deliver similar capital works projects.

2.1.14 Project timescale

Applicants must provide a realistic estimate of the time required to complete the project and a delivery plan with key milestones. Projects must be completed within the timeframe set out in the GFA. As the wider 4G+ project has delivery milestones to March 2030, Ambition North Wales expects projects to complete by January 2030 with all grants paid by March 2030, unless otherwise agreed. Applicants may propose phased delivery where multiple locations are involved.

2.1.15 Technology

The Scheme is technology-agnostic, but projects must be future-proof and capable of supporting 4G+ deployment with an adequate expected lifespan. Applicants must demonstrate that upgraded assets will remain suitable for use until at least 2036, including maintenance arrangements and access procedures. Industry partners should be consulted by Applicants to ensure the proposed improvements meet the requirements for technological relevance and suitability.

2.1.16 Subsidy Control

Ambition North Wales has undertaken a Subsidy Control assessment for the 4G+ project and considers that support provided through the wider project constitutes a subsidy scheme within the meaning of the Subsidy Control Act 2022. Grant awards will be made on a transparent and proportionate basis and will include obligations that minimise distortion, including Open Access requirements and value for money assessment. Applicants must provide information to enable Ambition North Wales to meet its subsidy control obligations, including cost breakdowns, evidence of need, and confirmation that the grant is limited to eligible enabling works.

2.1.17 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.

2.1.18 Due Diligence

Applicants are subject to Ambition North Wales's due diligence and risk assessment processes. These checks may include verification of organisational identity, governance arrangements and the identities of key individuals connected with the project. Applicants are responsible for undertaking all relevant due diligence of contractors and industry partners involved in their project.

2.1.19 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](#). Information may be shared with funders, auditors and evaluators where required for assurance and monitoring purposes.

2.2 Ineligible Activities and Costs

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

- Payments to suppliers not procured in accordance with Ambition North Wales Procurement Principles and the applicant's procurement obligations.
- Any activity started or cost incurred before the project start date shown in the GFA.
- Routine maintenance or statutory compliance works not directly required to enable 4G+ deployment.
- Revenue costs such as overheads, running costs, routine staff time not eligible for capitalisation, and ongoing operating expenditure.
- Reclaimable VAT.
- Contingencies, depreciation, finance charges and debt interest.
- Any activity for which other public funding has been received or awarded (unless explicitly permitted and declared).
- Any activity which may bring Ambition North Wales or any of the local authorities in North Wales into disrepute.

2.3 Application Process

2.3.1 Overview of Process

The Scheme operates on a rolling basis with no fixed funding windows. Applicants must first submit an Expression of Interest (EOI). If the EOI is approved, the applicant will be invited to submit a full application. Ambition North Wales will review EOIs and applications regularly and may prioritise proposals according to strategic need, readiness and available budget.

2.4 Expression of Interest (EOI) Phase

2.4.1 Target sites

EOIs are also invited for assets identified by applicants where enabling works can deliver the objectives of the Scheme. Ambition North Wales maintains a prioritisation list of sites that will be available for public sector organisations to utilise and to help inform them and explore any potential sites. This prioritisation list is informed by evidence of coverage and performance needs and subject to change throughout the project

2.4.2 EOI submission

EOIs are submitted via [Find a Grant](#). EOIs may be submitted at any time up until June 2029 noting timescales in 02.1.14 Applicants should provide sufficient information to allow Ambition North Wales to assess strategic fit and readiness, including: asset details; indicative scope; indicative cost; delivery timescale; operator engagement to date; and intended Open Access approach. Please contact digidol@uchelgaigogledd.cymru/ digital@ambitionnorth.wales if you wish to discuss your EOI before submission.

2.4.3 EOI assessment

EOIs will be assessed by Ambition North Wales in accordance with the criteria in Section 2.1. Ambition North Wales may request clarification or supporting information, including photographs, drawings, survey outputs or ownership evidence.

2.4.4 EOI decision

Applicants will be notified of the outcome of their EOI. Approved EOIs will be invited to submit a full application. Unsuccessful applicants may be offered feedback and may submit a revised EOI.

2.5 Application Phase

2.5.1 Application submission

Only organisations with approved EOIs will be invited to submit a full application. Applications are submitted via the UK Government Find a Grant Portal. The application must be consistent with the EOI, but may propose refinements to scope, costs or outcomes. Material changes should be clearly explained and justified.

Applications must include (as a minimum):

- Detailed project description and scope of works.

- Detailed cost breakdown by eligible expenditure categories, with supporting quotations/estimates.
- Confirmation of private sector investment associated with the proposed use of the asset.
- Project plan with milestones and dates.
- Deployment Plan (see Section 2.6).
- Risk register with mitigations.
- Evidence of asset ownership/management rights and access.
- Consent plan (planning, highways/street works, wayleaves, landlord approvals as applicable).
- Procurement approach and timetable (route to market, evaluation method, contract approach).
- Open Access approach and implementation plan.
- Social value and sustainability commitments and how they will be measured.

2.5.2 Application assessment

Applications will be assessed by Ambition North Wales in accordance with the criteria in Section 2.3.1 (strategic need, readiness and available budget). Ambition North Wales may request clarification or additional evidence, and may undertake site visits where appropriate.

2.5.3 Application decision

Following assessment, decisions on whether to award or not to award grants will be made in accordance with Ambition North Wales's scheme of delegation. Successful applicants will be issued with a Grant Funding Agreement (GFA). There is no formal appeals process, however feedback on unsuccessful applications will be offered.

2.6 Deployment Planning & Site Enablement

A robust Deployment Plan is required for all applications. The Deployment Plan is a core assessment document and must demonstrate that the proposed asset upgrades will enable 4G+ deployment and can be delivered safely, compliantly and efficiently.

The Deployment Plan should include (as a minimum):

- Asset register and site details (location, asset type, ownership/management, constraints).
- Technical design and specification (structural, power, backhaul/connectivity, space and mounting requirements).
- Survey status (completed surveys and those planned, including structural/electrical/fibre/access).
- Consents and permissions (planning, highways/street works, landlord approvals, wayleaves).
- Programme timeline with key milestones (design, procurement, installation, commissioning, handover).
- Procurement plan (route, tender timetable, evaluation approach, contract management).
- Open Access implementation plan (how access will be offered, managed and communicated).
- Stakeholder and operator engagement plan (evidence of demand and coordination).
- Operations and maintenance plan to 2036 (responsibilities, inspections, repair response, access procedures).
- Sustainability and carbon approach (materials, reuse, waste, travel reduction).

3 Award and Post Award Process

3.1 Grant Funding Agreement (GFA)

3.1.1 GFA template

The GFA document is available in . Applicants should review the template in advance to ensure they can accept the terms and conditions.

3.1.2 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. They include requirements relating to procurement, reporting, audit, Open Access, subsidy control compliance and claw back.

3.1.3 GFA Schedule 2 Outcomes and Milestones

The outcomes and milestones for the project will be set out in Schedule 2 with dates by which they must be achieved and evidenced. Ambition North Wales may retain a proportion of the grant until outcomes have been verified. Failure to achieve outcomes or milestones may result in some or all of the grant being withheld or clawed back.

3.1.4 GFA Schedule 3 Expenditure Forecast

The expenditure forecast will be set out in Schedule 3. The grant payable will be capped at the maximum amount specified in the GFA. If the cost of the project exceeds the forecast, additional costs will be the responsibility of the grant recipient. If the cost of the project is less than the forecast, the grant payable may reduce pro rata to avoid overfunding.

3.2 Project Inception and Delivery

3.2.1 Project Inception Meeting (PIM)

After the GFA is signed, Ambition North Wales will hold a Project Inception Meeting (PIM) with the grant recipient to confirm delivery arrangements, reporting and claims processes, key risks and mitigations, and Open Access implementation.

3.2.2 Project monitoring and reporting

Grant recipients will report progress in a format and on dates agreed at the PIM. Reporting will typically include progress against milestones, updated risk register, procurement status, spend to date and forecast, and any changes to the Deployment Plan.

3.2.3 Project changes

Grant recipients must notify Ambition North Wales promptly of any material change to scope, costs, timescales, outcomes, procurement approach, or Open Access arrangements. Unapproved changes may result in ineligible expenditure or claw back. Change Control arrangements for the project will be set out in the GFA.

3.3 Claims

3.3.1 Claims process

Grants are paid in arrears upon verification of eligible expenditure and/or milestone achievement. Grant recipients may submit claims in instalments as set out in the GFA. Claims guidance and templates will be issued upon signature of the GFA. Grant claims must be submitted in accordance with the North Wales Growth Deal Financial Grant Claiming Process (process available on request).

3.3.2 Claims evidence

Claims must be supported by evidence, which will include (as a minimum):

- Invoices and purchase orders identifying eligible items.
- Proof of payment matching invoices (e.g., bank statements).
- Procurement records demonstrating compliance (tender documents, evaluation records, award decision, contract).
- Photographic evidence, completion certificates and/or commissioning documentation.
- As-built information and updated asset records where relevant.
- Evidence of Open Access implementation steps completed (draft/executed agreement, published access offer, contact route).
- Progress report confirming milestone achievement and updated risk register.

4 Monitoring and Evaluation

4.1 Performance verification

Ambition North Wales will verify that funded works have been delivered in accordance with the agreed specification, outcomes and milestones. Verification may include desk-based review, site inspections, and checks that Open Access arrangements are in place and operational.

4.2 Continuous improvement and external evaluation

Ambition North Wales will use monitoring information to support continuous improvement of the Scheme and may commission external evaluation. Grant recipients are expected to cooperate with evaluation activities, including providing information on utilisation, operational performance, and lessons learned.

5 Appendices

Appendix 1. Related documents and links (placeholders)

- Ambition North Wales Procurement Principles – [procurement-principles-jan-23.pdf](#)
- Open Access Agreement template – (Available on request)

Appendix 2. Template Deployment Plan Outline

- Executive summary and objectives
- Asset register and mapping (site list, coordinates, photos)
- Current asset condition, constraints and ownership/management rights
- Proposed technical solution and specification (structural, power, backhaul, space)
- Surveys and design development (completed and planned)
- Power strategy (load, metering, upgrades, safety)
- Connectivity/backhaul strategy (fibre/ducting/wayleaves)
- Civil works, access arrangements and build methodology
- Planning, highways and statutory consents plan
- Procurement plan (route, timetable, evaluation, contracts)
- Delivery programme (milestones, dependencies, critical path)
- Risk register and mitigations
- Health and safety / CDM approach
- Open Access implementation plan (offer, process, governance)
- Stakeholder and operator engagement plan
- Sustainability and carbon management plan
- Commissioning, handover and as-built documentation
- Operations and maintenance plan to 2036

Appendix 3. Glossary (selected terms)

4G+: 4G and/or 5G mobile network technologies and supporting infrastructure, including small cells and associated backhaul and power requirements.

Asset improvement works: Capital works undertaken to upgrade or replace an asset so it is suitable to host telecommunications equipment.

MNO: Mobile Network Operator (EE, VodafoneThree and Virgin Media O2)

Open Access: Non-exclusive, non-discriminatory access arrangements that enable one or more operators or infrastructure providers to use an asset.

Neutral Host: A company which provides infrastructure services to MNOs for the deployment of network coverage

EOI: Expression of Interest – the initial submission used to assess strategic fit and readiness before inviting a full application.

GFA: Grant Funding Agreement – the contract between Ambition North Wales and the grant recipient setting out obligations, milestones and funding terms.

Enabling impact: The extent to which an asset improvement directly enables or accelerates 4G+ deployment, including by removing barriers relating to structure, power, access or connectivity.

Appendix 4. GFA

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

[Grant Recipient Name and Address]

[DATE]

Dear [Grant Recipient Contact Name]

AMBITION NORTH WALES 4G+ PUBLIC SECTOR ASSET IMPROVEMENT 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+ Public Sector Asset Improvement 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 not exceed £[]]
Grant Recipient (“You”)	[Grant Recipient’s name and principal address]

Project	<i>[Project Name and aim of the Project]</i>																		
Outputs and Milestones	See Schedule 2																		
Start Date	<i>[Start Date]</i>																		
End Date	Earlier of: 1.1.1.1. Date when the Agreement is terminated in accordance with its terms; and 1.1.1.2. <i>[insert agreed date]</i>																		
Special Conditions	In addition to the Terms and Conditions set out at Schedule 1, the following Special Conditions apply: <i>[]</i> <i>[Enter 'None' if there are no project-specific conditions to include]</i>																		
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: <i>[Option 1, where the Grant is to be paid in instalments]</i> <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><i>[]</i></td><td><i>[]</i></td><td><i>[]</i></td></tr> <tr> <td><i>[]</i></td><td><i>[]</i></td><td><i>[]</i></td></tr> <tr> <td><i>[]</i></td><td><i>[]</i></td><td><i>[]</i></td></tr> </tbody> </table> <i>[Option 2, where the Grant is to be paid as a single fixed amount]</i> <table border="1"> <thead> <tr> <th>Maximum Sum</th><th>Estimated Date</th></tr> </thead> <tbody> <tr> <td><i>[]</i></td><td><i>[]</i></td></tr> </tbody> </table>			Payment Trigger or Period (e.g. Quarter 1)	Estimated Amount	Estimated Date	<i>[]</i>	<i>[]</i>	<i>[]</i>	<i>[]</i>	<i>[]</i>	<i>[]</i>	<i>[]</i>	<i>[]</i>	<i>[]</i>	Maximum Sum	Estimated Date	<i>[]</i>	<i>[]</i>
Payment Trigger or Period (e.g. Quarter 1)	Estimated Amount	Estimated Date																	
<i>[]</i>	<i>[]</i>	<i>[]</i>																	
<i>[]</i>	<i>[]</i>	<i>[]</i>																	
<i>[]</i>	<i>[]</i>	<i>[]</i>																	
Maximum Sum	Estimated Date																		
<i>[]</i>	<i>[]</i>																		
Disposal Date	means <i>[date]</i> being the date before which you may not dispose of any of the Funded Assets																		

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]

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)

Signature

Authorised to sign on behalf of

[Grant Recipient]

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+ Public Sector Asset Improvement Grant Scheme"	means the 4G+ Public Sector Asset Improvement 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
"Deployment Commitment Letter"	means a written letter or other written confirmation from a network operator or neutral host confirming its commitment to deploy telecommunications equipment on the Funded Assets, subject to funding approval and standard checks

"Deployment Plan"	means the deployment plan prepared by You and approved by Us prepared in accordance with the template Deployment Plan outline set out at Appendix 2 of the 4G+ Public Sector Asset Improvement Grant Scheme Application Guidance (as updated from time to time), and as may be amended from time to time with Our written agreement
"Cost Overruns"	means any costs of the Project that exceed the aggregate Maximum Sum
"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 on cost items 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
"Funded Works"	means the works to be carried out in connection with the Funded Assets and funded or part-funded by the Grant, as more particularly described in the Deployment Plan and the Expenditure Forecast

"Ineligible Expenditure"	means any expenditure incurred on costs which are identified as ineligible in the 4G+ Public Sector Asset Improvement 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
"Open Access"	means non-exclusive, non-discriminatory access arrangements that enable one or more telecommunications operators or infrastructure providers to use the Funded Assets for the deployment of telecommunications equipment
"Open Access Agreement"	means a written agreement (or equivalent non-discriminatory access arrangement) between You and one or more telecommunications operators or infrastructure providers governing the terms on which Open Access to the Funded Assets is provided
"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

2. 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): c) 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; c) 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 which must be put out to tender in accordance with the Contract Procedure Rules of the Grant Recipient, 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.

- 2.5 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.
- 2.6 We will have no obligation to make any payment of Grant to You until You have provided Us with a Deployment Commitment Letter in a form satisfactory to Us.
- 2.7 All claims for payment of the Grant must be submitted in accordance with the Financial Grant Claiming Process.
- 2.8 You shall deliver the Project in accordance with the Deployment Plan.
- 2.9 You shall ensure that all Funded Assets are made available for use by telecommunications operators and/or infrastructure providers on a non-exclusive, Open Access basis. You shall either have Open Access Agreements in place at the date of this Agreement or shall enter into such Open Access Agreements prior to the date of the first payment of Grant.
- 2.10 Where the cost of the Project exceeds the Maximum Sum, 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 may fund up to 100% of the total Eligible Expenditure incurred in connection with the Project and shall not be applied to any Ineligible Expenditure.
- 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 We will have no obligation to make any payment of the Grant after the End Date.
- 2.16 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.
- 2.17 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.
- 2.18 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 £50,000 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 We shall be entitled to verify that the Funded Works have been delivered in accordance with the agreed specification, outcomes and milestones. Such verification may be carried out by Us or by an independent third party appointed by Us at Our discretion. You shall provide all reasonable assistance and access as We or Our appointed third party may require for the purposes of such verification and any external evaluation of the Project.

4.5 **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.

4.6 **Delivery**

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

- 4.6.1 If sent by personal delivery, upon delivery at the address of the relevant party;
- 4.6.2 If sent by first class post, two Business Days after the date of posting; and
- 4.6.3 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 all information, documents and accounts provided by You or on Your behalf, from time to time are and will be true, valid and correct;
- 5.3 You are not in breach of any law or regulation agreement or obligation which affects or may affect Your ability to commit to this Agreement;
- 5.4 You are complying and shall at all times comply with all relevant Legislation, and shall notify Us immediately of any significant departure from such legislation, codes or recommendations;
- 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 shall implement and maintain Open Access in respect of the Funded Assets until the later of the Disposal Date and 31 March 2036 (the "**Open Access Period**") and shall use reasonable endeavours to enter into and maintain Open Access Agreements (or equivalent non-discriminatory access arrangements) with telecommunications operators on a non-exclusive basis throughout the Open Access Period;
- 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, Benefits 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:-
 - 8.1.1 employment Legislation;
 - 8.1.2 financial regulations and Legislation; and
 - 8.1.3 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+ Public Sector Asset Improvement 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;
- 10.1.5 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
- 10.1.6 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 of 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 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);
- 11.1.7 You commit or have committed a Prohibited Act;
- 11.1.8 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);
- 11.1.9 You have failed to provide Us with a Deployment Commitment Letter in a form satisfactory to Us prior to the estimated date of the first payment of Grant, or the deployment commitment subsequently lapses or is withdrawn;
- 11.1.10 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;
- 11.1.11 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;
- 11.1.12 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;
- 11.1.13 You fail to implement or maintain Open Access in respect of the Funded Assets or You breach the terms of any Open Access Agreement and fail to remedy such breach within a reasonable period specified by Us in writing;
- 11.1.14 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
- 11.1.15 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 Programme 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 Programme 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 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
[Asset upgrade delivered to the agreed technical specification (site readiness achieved)]	[Asset readiness criteria and verification requirements]
[Open Access implemented and available on a non-exclusive, non-discriminatory basis]	[Number and status of Open Access Agreements to be agreed]
[A clear deployment pathway evidenced by operator engagement and/or a credible route to utilisation.]	[Deployment commitment details and timescales to be agreed]
[Improved 4G/5G coverage through the use of the Funded Assets within a defined period]	[Coverage improvement measures and timescales to be agreed]
[Direct or indirect private sector investment leveraged as a result of the upgraded assets]	[Amount or description of private sector investment to be agreed]
[Sustainability considerations embedded (including measures to minimise embodied and operational carbon)]	[Sustainability measures and targets to be agreed]

	agreed, as set out in the Deployment Plan]
[Social value delivered	[Social value commitments and targets to be agreed]

2. Milestones

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

SCHEDULE 3

EXPENDITURE FORECAST

[Project-specific expenditure items and forecast to be inserted. Eligible expenditure may include (subject to agreement): replacement or reinforcement of lighting columns, poles, masts, rooftops or other structures; power upgrades (supplies, feeder pillars, cabling, earthing, metering); fibre backhaul, ducting and connectivity enabling works; access improvements and safe working platforms; surveys and design directly related to the capital works; and capitalised project management and implementation labour costs.]