INDICATIVE DRAFT GRANT FUNDING AGREEMENT

FOR

AIRR HETEROGENEOUS SUPERCOMPUTER HOST SITE AND DATA CENTRE GRANT

DEPARTMENT FOR BUSINESS, INNOVATION, SCIENCE & TRADE

and

[THE GRANT RECIPIENT]

GRANT FUNDING AGREEMENT FOR AIRR HETEROGENEOUS SUPERCOMPUTER HOST SITE AND DATA CENTRE GRANT

INDICATIVE GRANT FUNDING AGREEMENT

This draft is issued alongside the grant competition documents to indicate the proposed terms of a future Grant Funding Agreement. It is not an offer of grant funding or a commitment to make an award. Any award remains subject to the competition process, required approvals and execution of a final agreement.

Recipient-specific details, the Maximum Sum, Funded Activities, payment arrangements, Eligible Expenditure and performance measures remain to be completed before execution. Bracketed fields and incomplete schedules are intentional placeholders; they do not confer an entitlement to funding.

The terms remain subject to legal, financial and technical review and to finalisation in accordance with the competition documents. Applicants should raise questions through the competition clarification process. This notice describes the status of this draft only; it does not qualify the intended legally binding effect of the agreement once finalised and executed.

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

Between:

(1) SECRETARY OF STATE FOR THE DEPARTMENT FOR BUSINESS, INNOVATION, SCIENCE & TRADE whose principal address is at Old Admiralty Building, Admiralty Place, London, SW1A 2DY (the "**Authority**")

(2) [THE GRANT RECIPIENT], whose principal address is at [ADDRESS] (the "**Grant Recipient"**).

In relation to:

Project Name: AIRR HETEROGENEOUS SUPERCOMPUTER HOST SITE AND DATA CENTRE GRANT COMPETITION

BACKGROUND

(A) The Authority has conducted a competitive process for the award of grant funding to support the hosting of the AIRR Heterogeneous Supercomputer ("the System"). The purpose of the Grant is to support the provision, operation and maintenance of the data centre facility and associated facility support services required to host the System. The acquisition, installation and operation of the System and other computing and storage assets in support of the AIRR programme and its successors are outside the scope of the Grant.

(B) The Authority will provide the Grant to the Grant Recipient as provided for in this Grant Funding Agreement. The Grant is made pursuant to Section 8 of the Industrial Development Act 1982 (IDA 1982). The hosting services are for public good as the outcomes primarily benefit the public. The Authority shall not act as a consumer of goods or services arising from this Grant.

(C) The Grant Recipient will use the Grant solely for the Funded Activities.

CONDITIONS

1. **INTRODUCTION**

1.1 This Grant Funding Agreement sets out the Conditions which apply to the Grant Recipient receiving the Grant from the Authority up to the Maximum Sum.

1.2 The Authority and the Grant Recipient have agreed that the Authority will provide the Grant up to the Maximum Sum as long as the Grant Recipient uses the Grant in accordance with this Grant Funding Agreement.

1.3 The Authority makes the Grant to the Grant Recipient on the basis of the Grant Recipient's grant application a copy of which is attached at Annex 1 Annex 1Part B for the provision, development, operation and maintenance of the host site and data centre infrastructure and associated support services required to host the AIRR Heterogeneous Supercomputer (the System), as described in the Funded Activities at Annex 2.

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

2. **DEFINITIONS AND INTERPRETATION**

2.1 Where they appear in these Conditions:

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

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

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

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

Branding Manual means the Funded by UK Government branding manual first published by the Cabinet Office in November 2022 (which is available here), including any subsequent updates from time to time;

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

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

Code of Conduct means the Code of Conduct for Recipients of Government General Grants published by the Cabinet Office in November 2018 which is available here, including any subsequent updates from time to time;

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

Confidential Information means any information (however conveyed, recorded or preserved) disclosed by a Party or its personnel to another Party (and/or that Party's personnel) whether before or after the date of the Grant Funding Agreement, including but not limited to:

(a) any information that ought reasonably to be considered to be confidential (whether or not it is so marked) relating to:

  (i) the business, affairs, customers, clients, suppliers or plans of the disclosing Party; and

  (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party;

(b) any information developed by the Parties in the course of delivering the Funded Activities;

(c) the Authority Personal Data; and

(d) any information derived from any of the above.

Confidential Information shall not include information which:

(a) was public knowledge at the time of disclosure (otherwise than by breach of paragraph 11 of these Conditions);

(b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;

(c) is received from a Third Party (who lawfully acquired it) without restriction as to its disclosure; or

(d) is independently developed without access to the Confidential Information.

Contracting Authority means any contracting authority (other than the Authority) as defined in section 2(1) of the Procurement Act 2023;

Controller and Processor take the meaning given in the GDPR;

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

DPA 2018 means the Data Protection Act 2018;

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

Delivery Partner means any Third Party that delivers some or all of the Funded Activities;

Disposal means the disposal, sale, transfer of an Asset or any interest in any Asset and includes any contract for disposal and the term "**Dispose**" shall be construed accordingly;

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

EIR means the Environmental Information Regulations 2004;

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

Eligible Expenditure means the expenditure incurred by the Grant Recipient during the Funding Period for the purposes of delivering the Funded Activities which comply in all respects with the eligibility rules set out in paragraph 5 of these Conditions;

Employment Regulations means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) or any successor legislation;

EU GDPR means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;

Event of Default means an event or circumstance set out in paragraph 26.1 of these Conditions;

Financial Year means from 1 April to 31 March;

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

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

Funded Activities means the activities set out in Annex 2**;**

Funding End Date means 31st March 2030.

Funding Period means the period for which the Grant is awarded starting on the Commencement Date and ending on the Funding End Date;

Grant means the sum or sums the Authority will pay to the Grant Recipient in accordance with paragraph **Error! Reference source not found.** and subject to the provisions set out at paragraph 26.

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

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

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

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

HMRC means HM Revenue and Customs;

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

Independent Controller means a Party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;

Ineligible Expenditure means expenditure incurred by the Grant Recipient which is not Eligible Expenditure and as set out in paragraph 5 of these Conditions;

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

Information Security Incident means one or more information security events (namely an occurrence related to assets or the environment indicating a possible compromise of policies or failure of controls, or an unmapped situation that can impact security) that compromise business operations and information security;

Instalment Period means the intervals set out in **Error! Reference source not found.** at which the Authority will release payment of the Grant to the Grant Recipient during the Funding Period;

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

IP Completion Day has the meaning given to it in the European Union (Withdrawal) Act 2020;

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

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

Law means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Grant Recipient is bound to comply;

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

Major Asset means an Asset being used for the Funded Activities which is not a Fixed Asset but has a value as at the date of this Grant Funding Agreement of at least £[threshold to be confirmed before execution];

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

Maximum Sum means the maximum amount of the Grant the Authority will provide to the Grant Recipient for the Funded Activities subject to paragraph 26;

Minimum Requirement Six means the Guidance for General Grants (Minimum Requirement Six: Grant Agreements) made under Government Functional Standard GovS 015: Grants, first published by the Cabinet Office in December 2016 which is available here, including any subsequent updates from time to time;

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

Personal Data has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;

Procurement Regulations means the Public Contracts Regulations 2015, the Public Procurement (Amendment etc.)(EU Exit) Regulations 2020, the Defence and Security Public Contracts Regulations 2011, the Utilities Contracts Regulations 2016, and the Concession

Contracts Regulations 2016, each as amended from time to time; and/or as applicable, the Procurement Act 2023 and any secondary legislation (such as regulations) or other Law made pursuant to the Procurement Act 2023 (including the Procurement Regulations 2024);

Prohibited Act means:

(a) directly or indirectly offering, giving or agreeing to give to any servant of the Authority or the Crown any gift or consideration of any kind as an inducement or reward for:

(i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Grant Funding Agreement; or
(ii) showing or not showing favour or disfavour to any person in relation to the Grant Funding Agreement;

(b) committing any offence:

(i) under the Bribery Act;
(ii) under legislation creating offences in respect of fraudulent acts; or
(iii) at common law in respect of fraudulent acts in relation to the Grant Funding Agreement; or

(c) defrauding or attempting to defraud or conspiring to defraud the Authority or the Crown;

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

Relevant Transfer means a transfer of employment to which the Employment Regulations apply;

Remedial Action Plan means the plan of action submitted by the Grant Recipient to the Authority following an Event of Default pursuant to the Remedial Action Plan process set out in paragraphs 26.5 to 26.10;

Replacement Funded Activities means any activities which are the same or substantially similar to any of the Funded Activities and which are provided in substitution for any of the Funded Activities after the expiry or termination or partial termination of this Grant Funding Agreement whether those services are provided by the Authority or a third party;

Replacement Grant Recipient means any third-party provider of Replacement Funded Activities (or where the Authority is providing Replacement Funded Activities for its own account, the Authority);

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

Special Payments means ex gratia expenditure by the Grant Recipient to a third party where no legal obligations exist for the payment and/or other extra-contractual expenditure. Special Payments may include but are not limited to: out-of-court settlements, compensation or additional severance payments to the Grant Recipient's employees;

State Aid Law means the law embodied in Articles 107- 109 of the Treaty on the Functioning of the European Union and any related legislation adopted by the Council, European Parliament and/or the Commission (including implementing legislation) decisions and

communications to the extent it applied or continues to apply at any time in the United Kingdom;

Subsidy Control Act means the Subsidy Control Act 2022 which implements a domestic subsidy control regime in the United Kingdom;

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

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

UK GDPR means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019;

Unspent Monies means any monies paid to the Grant Recipient in advance of its Eligible Expenditure which remains unspent and uncommitted at the end of the Financial Year, the Funding End Date or because of termination or breach of these Conditions;

VAT means value added tax chargeable in the UK;

Windsor Framework means the protocol on Ireland and Northern Ireland in the EU withdrawal agreement;

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

2.2 In these Conditions, unless the context otherwise requires:

2.2.1 the singular includes the plural and vice versa;

2.2.2 reference to a gender includes the other gender and the neuter;

2.2.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;

2.2.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;

2.2.5 any reference in these Conditions which immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to section 1A of the European Union (Withdrawal) Act 2018) was a reference to (as it has effect from time to time):

(i) any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area ("**EEA**") agreement ("**EU References**") which forms part of domestic law by application of section 3 of the European Union

(Withdrawal) Act 2018 shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and

(ii) any EU institution or EU authority or other such EU body shall be read on and after IP Completion Day as a reference to the UK institution, authority or body to which its functions were transferred;

2.2.6 the words "including", "other", "in particular", "for example" and similar words will not limit the generality of the preceding words and will be construed as if they were immediately followed by the words "without limitation";

2.2.7 references to “writing” include typing, printing, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing will be construed accordingly;

2.2.8 references to “representations” will be construed as references to present facts, to “warranties” as references to present and future facts and to “undertakings” as references to obligations under the Grant Funding Agreement;

2.2.9 references to “paragraphs” and “Annexes” are, unless otherwise provided, references to the paragraphs and annexes of these Conditions and references in any Annex to parts, paragraphs and tables are, unless otherwise provided, references to the parts, paragraphs and tables of the Annex in which these references appear; and

2.2.10 the headings in these Conditions are for ease of reference only and will not affect the interpretation or construction of these Conditions.

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

2.3.1 the Conditions set out within this Grant Funding Agreement

2.3.2 the Annexes to the Conditions with the exception of Annex 1 Part B (the Grant Application); and

2.3.3 Annex 1 Part B (the Grant Application); and

2.3.4 If applicable, the Grant Award Criteria.

3. DURATION AND PURPOSE OF THE GRANT

3.1 The Funding Period starts on the Commencement Date and ends on the Funding End Date unless terminated earlier in accordance with this Grant Funding Agreement.

3.2 The Grant Recipient will ensure that the Funded Activities start on the Commencement Date.

3.3 The Grant Recipient shall use the Grant solely for the delivery of the Funded Activities. The Grant Recipient may not make any changes to the Funded Activities.

3.4 The Authority may make changes to the Funded Activities (including changing the amount of the Grant and/or the scope of the Funded Activities) on providing 30 days’ written notice to the Grant Recipient.

4. PAYMENT OF GRANT

4.1 Subject to the remainder of this paragraph 4 the Authority shall pay the Grant Recipient an amount not exceeding **[insert the total Grant amount in words and pounds sterling]**. The Authority shall pay the Grant in pounds sterling (GBP) and into a bank located in the UK.

4.2 The Grant Recipient must complete and sign the Confirmation of Bank Details and Signatories (Annex 4) as part of their acceptance of the Grant. No payment can be made in advance of receipt of a correctly completed and signed form.

4.3 The signatory must be the chief finance officer or someone with proper delegated authority. Any change of bank details must be notified immediately on the same form and signed by an approved signatory. Any change of signatory must be notified to the Authority for approval, as soon as known.

4.4 The Grant represents the Maximum Sum the Authority will pay to the Grant Recipient under the Grant Funding Agreement. The Maximum Sum will not be increased in the event of any overspend by the Grant Recipient in its delivery of the Funded Activities.

4.5 The Authority will only pay the Grant to the Grant Recipient in respect of Eligible Expenditure incurred by the Grant Recipient to deliver the Funded Activities. The Authority will not pay the Grant until it is satisfied that the Grant Recipient has paid for the Funded Activities in full and the Funded Activities have been delivered during the Funding Period. Alternatively, the Authority will only pay the Grant to the Grant Recipient once the Authority is satisfied that the Grant Recipient has provided a sufficient level of assurance to demonstrate that the Grant will be used for Eligible Expenditure.

4.6 The Grant Recipient will provide the Authority with evidence of the costs/payments, which are classified as Eligible Expenditure in paragraph 5.2 which may include (but will not be limited to) receipts and invoices or any other documentary evidence specified by the Authority.

4.7 The Grant Recipient shall declare to the Authority any Match Funding which has been approved or received, and the source of that funding, before the Commencement Date. If the Grant Recipient intends to apply for, is offered or receives any further Match Funding during the Funding Period, the Grant Recipient shall notify the Authority before accepting or using any such Match Funding. On notifying the Authority of the Match Funding the Grant Recipient shall confirm the amount, purpose and source of the Match Funding and the Authority shall confirm whether it is agreeable to the Grant Recipient accepting the Match Funding. If the Authority does not agree to the use of Match Funding the Authority shall be entitled to terminate the Grant Funding Agreement in accordance with paragraph 26.1.9 and where applicable, require all or part of the Grant to be repaid.

4.8 Where the use of Match Funding is permitted the Grant Recipient shall set out any Match Funding it receives in the format required by **Error! Reference source not found.** and send that to the Authority. This is so the Authority knows the total funding the Grant Recipient has received for the Funded Activities.

4.9 The Grant Recipient agrees that:

4.9.1 it will not apply for, or obtain, Duplicate Funding in respect of any part of the Funded Activities which have been paid for in full using the Grant;

4.9.2 the Authority may refer the Grant Recipient to the police should the Grant Recipient dishonestly and intentionally obtain Duplicate Funding for the Funded Activities;

4.9.3 The Authority will not make the first payment of the Grant and/or any subsequent payments of the Grant unless or until, the Authority is satisfied that:

(iii) the Grant will be used for Eligible Expenditure only; and

(iv) if applicable, any previous Grant payments have been used for the Funded Activities or, where there are Unspent Monies, have been repaid to the Authority.

4.10 The Grant Recipient shall submit by the last Working Day of the month following the end of the relevant Instalment Period the Grant Claim together with a copy of Annex 5 of these Conditions (Eligible Expenditure) and any other documentation as prescribed by the Authority, from time to time.

4.11 Unless otherwise stated in these Conditions, payment of the Grant will be made within 30 days of the Authority approving the Grant Recipient's Grant Claim.

4.12 The Authority will have no liability to the Grant Recipient for any Losses caused by a delay in the payment of a Grant Claim howsoever arising.

4.13 The Authority reserves the right not to pay any Grant Claims which are not submitted within the period set out in paragraph 4.10, nor to pay any Grant Claims which are incomplete, incorrect or submitted without the full supporting documentation.

4.14 The Grant Recipient shall promptly notify and repay immediately to the Authority any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where the Grant Recipient is paid in error before it has complied with its obligations under the Grant Funding Agreement. Any sum, which falls due under this paragraph 4.14, shall fall due immediately. If the Grant Recipient fails to repay the due sum immediately or within any other timeframe specified by the Authority the sum will be recoverable summarily as a civil debt.

4.15 The Grant will be paid into a separate bank account in the name of the Grant Recipient which must be an ordinary business bank account. Any cheques and electronic transfers from the bank account must be approved by at least two individual Representatives of the Grant Recipient.

4.16 Where the Grant Recipient enters into a contract with a Third Party in connection with the Funded Activities, the Grant Recipient will remain responsible for paying that Third Party. The Authority has no responsibility for paying Third Party invoices.

4.17 Onward payment of the Grant and the use of Delivery Partners shall not relieve the Grant Recipient of any of its obligations under the Grant Funding Agreement, including any obligation to repay the Grant.

4.18 The Grant Recipient may not retain any Unspent Monies without the Authority's prior written permission.

4.19 If at the end of the relevant Financial Year or Funding End Date there are Unspent Monies, the Grant Recipient shall inform the Authority and repay such Unspent Monies to the Authority no later than 30 days following the end of the relevant Financial Year or Funding End Date or the Authority's request for repayment (whichever is the shorter period).

5. ELIGIBLE AND INELIGIBLE EXPENDITURE

5.1 The Authority will only pay the Grant in respect of Eligible Expenditure incurred by the Grant Recipient to deliver the Funded Activities and the Grant Recipient will use the Grant solely for delivery of the Funded Activities (as set out in Annex 2 of these Conditions).

5.2 The items listed in Annex 5 and the following costs/payments will be classified as Eligible Expenditure if incurred for the purposes of the Funded Activities:

5.2.1 fees charged or to be charged to the Grant Recipient by the external auditors/accountants for reporting or certifying that the Grant paid was applied for its intended purposes;

5.2.2 giving evidence to Parliamentary Select Committees, where this is related to the purpose of the Grant award and the delivery of Funded Activities;

5.2.3 attending meetings with government ministers or civil servants to discuss the progress of a taxpayer funded grant scheme;

5.2.4 responding to public consultations, where the topic is relevant to the objectives of the Funded Activities. To avoid doubt, Eligible Expenditure does not include the Grant Recipient spending the Grant on lobbying other people to respond to any such consultation (unless explicitly permitted in the Grant Funding Agreement);

5.2.5 providing independent, evidence-based policy recommendations to local government, government departments or ministers, where that is the objective of a taxpayer funded grant scheme, for example, ‘What Works Centres’; and/or

5.2.6 providing independent evidence-based advice to local or national government as part of the general policy debate, where that is in line with the objectives of the Grant.

5.3 The Grant Recipient may not in any circumstance claim any cost or payment from the following non-exhaustive list as Eligible Expenditure. The list below does not override activities which are deemed eligible in these Conditions:

5.3.1 paid for lobbying, which means using Grant funds to attempt to influence parliament, government, or influence legislative or regulatory action, except where this is directly relevant to achieving the outcomes specified in the Grant Funding Agreement;

5.3.2 using the Grant to directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the Grant;

5.3.3 using the Grant to petition for additional funding;

5.3.4 expenses such as for entertaining, specifically aimed at exerting undue influence to change government policy;

5.3.5 input VAT reclaimable by the Grant Recipient from HMRC; or

5.3.6 payments for activities of a party political or exclusively religious nature.

5.4 Other examples of expenditure, which are prohibited and hence are Ineligible Expenditure, include the following:

5.4.1 contributions in kind;

5.4.2 interest payments or service charge payments for finance leases;

5.4.3 gifts;

5.4.4 statutory fines, criminal fines or penalties, civil penalties, damages or any associated legal costs;

5.4.5 payments for work or activities which the Grant Recipient, or a Delivery Partner, has a statutory duty to undertake, or that are fully funded by other sources;

5.4.6 bad debts to related parties;

5.4.7 payments for unfair dismissal or other compensation;

5.4.8 depreciation, amortisation or impairment of assets owned by the Grant Recipient;

5.4.9 the acquisition or improvement of Assets by the Grant Recipient (unless the Grant is explicitly for capital use – this will be stipulated in the Grant Funding Letter if it is the case); and

5.4.10 liabilities incurred before the commencement of the Grant Funding Agreement unless agreed in writing by the Authority.

6. ANNUAL GRANT REVIEW

6.1 The Authority will review the Grant annually. The Authority will take into account the Grant Recipient's delivery of the Funded Activities against the agreed outcomes, milestones and indicative performance measures set out in Annex 6 of these Conditions by the Grant Recipient in accordance with paragraph 7.1.3 of these Conditions.

6.2 Each annual review may result in the Authority making decisions regarding the Grant and Grant Funding Agreement including (without limitation but by way of example) that:

6.2.1 the Funded Activities and the Grant Funding Agreement should continue in line with existing provisions;

6.2.2 there should be an increase or decrease in the Grant for the subsequent Financial Year;

6.2.3 the outcomes, milestones and indicative performance measures at Annex 6 of these Conditions should be re-defined and agreed;

6.2.4 the Grant Recipient should provide the Authority with a draft Remedial Action Plan setting out the steps the Grant Recipient will take to improve delivery of the Funded Activities;

6.2.5 the Authority should recover any Unspent Monies; and/or

6.2.6 the Grant be terminated in accordance with paragraph 26.11 of these Conditions.

6.3 If the Grant Recipient is required to submit a draft Remedial Action Plan in accordance with paragraph 6.2.4, the Remedial Action Plan process set out in paragraphs 26.4 to 26.10 of the Conditions shall apply.

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

6.5 Should the need arise, the Authority reserves the right to amend the terms of the Grant Funding Agreement, by mutual consent with the Grant Recipient.

7. MONITORING AND REPORTING

7.1 The Grant Recipient shall:

7.1.1 closely monitor the delivery and success of the Funded Activities throughout the Funding Period to ensure that the aims and objectives of the Funded Activities are achieved;

7.1.2 provide the Authority with all reasonable assistance and co-operation in relation to any ad-hoc information, explanations and documents as the Authority may require, from time to time, so the Authority may establish if the Grant Recipient has used the Grant in accordance with the Grant Funding Agreement;

7.1.3 provide the Authority with a quarterly report at intervals to be determined by the Authority on:

(a) the progress made towards achieving the agreed outcomes, milestones and indicative performance measures set out in Annex 6 of these Conditions or otherwise varied pursuant to paragraph 6.2.3. Where possible, the report will quantify what has been achieved by reference to the Funded Activities' targets; and

(b) if relevant, provide details of any Assets either acquired or improved using the Grant;

7.1.4 allow any person authorised by the Authority reasonable access, with or without notice, to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Grant Recipient's fulfilment of its obligations under the Grant Funding Agreement and will, if so required, provide appropriate oral or written explanations to such authorised persons as required during the Funding Period;

7.1.5 will record in its financial reports the amount of Match Funding it receives together with details of the use made of that Match Funding, and

7.1.6 notify the Authority as soon as reasonably practicable of:

(a) any actual or potential failure to comply with any of its obligations under the Grant Funding Agreement, which includes those caused by any administrative, financial or managerial difficulties; and

(b) actual or potential variations to the Eligible Expenditure set out in Annex 5 of these Conditions and/or any event which materially affects the continued accuracy of such information.

(c) collect, maintain and provide to the Authority complete and quality-assured monitoring data on the Funded Activities, monthly during construction and commissioning and quarterly once the data centre is operational (or at such other intervals as the Authority may reasonably require), including progress against milestones, costs and forecasts, scope changes and defects, power and facility capacity, availability and incidents, workforce and supply-chain outcomes, and energy, emissions, water, waste and other environmental performance, together with explanations of material variances, missing data and changes to definitions or baselines; and

7.1.7 provide reasonable assistance with monitoring and evaluation of the Funded Activities, including by making relevant personnel available for evaluation activities such as interviews, focus groups or workshops, completing targeted surveys, and providing secure access to relevant records and data, subject to applicable confidentiality, information security and Data Protection Legislation requirements.

7.1.8 The Grant Recipient represents and undertakes (and shall repeat such representations and undertakings each time it delivers a report under this paragraph 7):

(a) that the reports and information it gives pursuant to this paragraph 7 are accurate;

(b) that it has diligently made full and proper enquiry of the matter which is the subject of the reports and information given; and

(c) that any data it provided pursuant to an application for the Grant may be shared by the Authority within the powers conferred by legislation with other organisations for the purpose of preventing or detecting crime.

8. AUDITING AND ASSURANCE

8.1 Within six months of the end of each Financial Year the Grant Recipient will provide the Authority with independent assurance that the Grant has been used for delivery of the Funded Activities. To satisfy this requirement the Grant Recipient will provide annual accounts audited by an independent and appropriately qualified auditor where the Grant is clearly segregated from other funds.

8.2 The Authority may, at any time during and up to 6 years after the end of the Grant Funding Agreement, conduct additional audits or ascertain additional information where the Authority considers it necessary. The Grant Recipient agrees to grant the Authority or its Representatives access, as required, to all Funded Activities sites and relevant records. The Grant Recipient will ensure that necessary information and access rights are explicitly included within all arrangements with Delivery Partners.

8.3 If the Authority requires further information, explanations and/or documents, in order for the Authority to establish that the Grant has been used properly in accordance with the Grant Funding Agreement, the Grant Recipient will, within 5 Working Days of a request by the Authority, provide the Authority, free of charge, with the requested information.

8.4 The Grant Recipient shall:

8.4.1 nominate an independent auditor to verify the final statement of expenditure and income submitted to the Authority;

8.4.2 identify separately the value and purpose of the Grant Funding in its audited accounts and its annual report; and

8.4.3 maintain a record of internal financial controls and procedures and provide the Authority with a copy within 30 days of request.

Retention of documents

8.5 The Grant Recipient shall retain all invoices, receipts, accounting records and any other documentation (including but not limited to, correspondence) relating to the Eligible Expenditure and any income generated by the Funded Activities during the Funding Period for

a period of 7 years from the Funding End Date or the date of termination of the Grant Funding Agreement.

8.6 The Grant Recipient shall ensure that all its Delivery Partners retain each record, item of data and document relating to the Funded Activities for a period of 7 years from the Funding End Date or the date of termination of the Grant Funding Agreement.

8.7 The Grant Recipient will promptly provide revised forecasts of income and expenditure:

8.7.1 when these forecasts increase or decrease by more than 10% of the original expenditure forecasts; and/or

8.7.2 at the request of the Authority.

8.8 Where the Grant Recipient is a company registered at Companies House, the Grant Recipient must file their annual return and accounts by the dates specified by Companies House.

8.9 The Grant Recipient shall provide the Authority with copies of their annual return, accounts and charity annual return (as applicable) within five days of filing them at Companies House and/or the Charity Commissioner. If a Grant Recipient fails to comply with paragraphs 8.8 or **Error! Reference source not found.** of these Conditions the Authority may suspend funding or terminate the Grant Funding Agreement in accordance with paragraph 26.1.2 of these Conditions.

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

9.1 The Grant Recipient will at all times comply with all applicable Laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010.

9.2 The Grant Recipient must have a sound administration and audit process, including internal financial controls to safeguard against fraud, theft, money laundering, counter terrorist financing or any other impropriety, or mismanagement in connection with the administration of the Grant. The Grant Recipient shall require that the internal/external auditors report on the adequacy or otherwise of that system.

9.3 All cases of fraud or theft (whether proven or suspected) relating to the Funded Activities must be notified to the Authority as soon as they are identified. The Grant Recipient shall explain to the Authority what steps are being taken to investigate the irregularity and shall keep the Authority informed about the progress of any such investigation. The Authority may however request that the matter is referred (which the Grant Recipient is obliged to carry out) to external auditors or other Third Party as required.

9.4 The Authority will have the right, at its absolute discretion, to insist that the Grant Recipient address any actual or suspected fraud, theft or other financial irregularity and/or to suspend future payment of the Grant to the Grant Recipient. Grounds for such suspicion include what the Grant Recipient, acting with due care, should have suspected as well as any fraud, theft or other financial irregularity which is actually proven.

9.5 The Grant Recipient agrees and accepts that it may become ineligible for Grant support and may be required to repay all or part of the Grant if it engages in tax evasion or aggressive tax avoidance in the opinion of HMRC.

9.6 For the purposes of paragraph 9.4 “financial irregularity” includes (but is not limited to) potential fraud or other impropriety, mismanagement, and the use of the Grant for any purpose other

than those stipulated in the Grant Funding Agreement. The Grant Recipient may be required to provide statements and evidence to the Authority or the appropriate organisation in support of its pursuit of sanctions, criminal or civil proceedings.

9.7 Through signing this agreement, the grant recipient confirms their organisation, including any individuals within the organisation and their supply chain, are compliant with the UK and UN Sanctions regime. The grant recipient is responsible for notifying the Authority should this position change. Any individual or organisation that is not compliant must be removed from this grant.

10. CONFLICTS OF INTEREST

10.1 Neither the Grant Recipient nor its Representatives shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to the Grant Funding Agreement.

10.2 The Grant Recipient must have and will keep in place adequate procedures to manage and monitor any actual or perceived bias or conflicts of interest.

11. CONFIDENTIALITY

11.1 Except to the extent set out in this paragraph 11 or where disclosure is expressly permitted, the Grant Recipient shall treat all Confidential Information belonging to the Authority as confidential and shall not disclose any Confidential Information belonging to the Authority to any other person without the prior written consent of the Authority, except to such persons who are directly involved in the provision of the Funded Activities and who need to know the information.

11.2 The Grant Recipient gives its consent for the Authority to publish the Grant Funding Agreement in any medium in its entirety (but with any information which is Confidential Information belonging to the Authority or the Grant Recipient redacted), including from time-to-time agreed changes to the Grant Funding Agreement.

11.3 Nothing in this paragraph 11 shall prevent the Authority disclosing any Confidential Information obtained from the Grant Recipient:

11.3.1 for the purpose of the examination and certification of the Authority's accounts; or pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;

11.3.2 to any government department, consultant, contractor or other person engaged by the Authority, provided that in disclosing information under this paragraph the Authority only discloses the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate; or

11.3.3 where disclosure is required by Law, including under the Information Acts.

11.4 Nothing in this paragraph 11 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of its obligations under the Grant Funding Agreement in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.

11.5 The Grant Recipient must notify the Authority upon becoming aware of any Information Security Incident that affects (in whole or part) any data (including Personal Data) and/or Confidential Information gathered, collated, connected or processed in relation to the Funded Activities. The Grant Recipient must do all such things as are reasonably necessary to (a) assist the Authority in mitigating the effects of any Information Security Incident, (b) implement any measures necessary to restore the security of any compromised data, Personal Data and/or Confidential Information, and (c) cooperate with the Authority to make any required notifications.

12. TRANSPARENCY

12.1 The Authority and the Grant Recipient acknowledge that, except for any information which is Confidential Information in accordance with paragraph 11 or which is exempt from disclosure in accordance with the provisions of the Information Acts, the content of the Grant Funding Agreement is not confidential.

13. STATUTORY DUTIES

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

13.2 Where requested by the Authority, the Grant Recipient will provide reasonable assistance and cooperation to enable the Authority to comply with its information disclosure obligations under the Information Acts.

13.3 On request from the Authority, the Grant Recipient will provide the Authority with all such relevant documents and information relating to the Grant Recipient's data protection policies and procedures as the Authority may reasonably require.

13.4 The Grant Recipient acknowledges that the Authority, acting in accordance with the codes of practice issued and revised from time to time under the Information Acts, may disclose information concerning the Grant Recipient and the Grant Funding Agreement without consulting the Grant Recipient.

13.5 The Authority will take reasonable steps to notify the Grant Recipient of a request for information (under the Information Acts) to the extent that it is permissible and reasonably practical for it to do so. Notwithstanding any other provision in the Grant Funding Agreement, the Authority will be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts.

14. DATA PROTECTION AND PUBLIC PROCUREMENT

Data Protection

14.1 The Grant Recipient and the Authority will comply at all times with their respective obligations under Data Protection Legislation.

Public Procurement

14.2 The Grant Recipient will ensure that any of its Representatives involved in the Funded Activities will adopt such policies and procedures that are required in order to ensure that value for money has been obtained in the procurement of goods or services funded by the Grant.

14.3 Where the Grant Recipient is a Contracting Authority within the meaning of the Procurement Act 2023 the Grant Recipient will comply, as necessary, with the Procurement Act 2023 and

Procurement Regulations 2024 when procuring goods and services in connection with the Grant Funding Agreement and the Authority shall not be liable for the Grant Recipient's failure to comply with such obligations

15. SUBSIDY CONTROL

15.1 The Grant Recipient shall ensure that delivery of the Funded Activities does not put the Authority in breach of its domestic obligations under the Subsidy Control Act or put the UK in breach of its international obligations in respect of subsidies.

15.2 The Grant Recipient will maintain appropriate records of compliance with the relevant subsidy control regime and will take all reasonable steps to assist the Authority to comply with the same and respond to any proceedings or investigation(s) into the Funded Activities by any relevant court or tribunal of relevant jurisdiction or regulatory body.

15.3 The Grant Recipient acknowledges and represents that the Grant is being awarded on the basis that the Funded Activities being undertaken using the Grant do not affect trade in goods and wholesale electricity between Northern Ireland and the European Union and shall ensure that the Grant is not used in way that affects any such trade.

15.4 The Grant Recipient acknowledges and accepts that the Grant is awarded on the basis that the Funded Activities being undertaken using the Grant are, and will remain, non-economic activities. The Grant Recipient shall ensure that measures are taken (where necessary), and maintained, to ensure that the Grant is not used to cross-subsidise any economic activity.

16. INTELLECTUAL PROPERTY RIGHTS

16.1 Intellectual Property in all IPR Material will be the property of the Grant Recipient. Other than as expressly set out in these Conditions, neither Party will have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.

16.2 The Grant Recipient grants to the Authority a non-exclusive irrevocable and royalty-free, sub-licensable, worldwide licence to use all the IPR Material and IPR therein for the purpose of supporting the Funded Activities and other projects.

16.3 Ownership of Third-Party software or other IPR necessary to deliver Funded Activities will remain with the relevant Third Party.

16.4 The Grant Recipient must ensure that, where applicable, they have obtained the relevant agreement from the Third-Party proprietor before any additions or variations are made to the standard 'off-the-shelf' versions of any Third-Party software and other IPR. The Grant Recipient will be responsible for obtaining and maintaining all appropriate licences to use the Third-Party software.

17. ENVIRONMENTAL REQUIREMENTS

17.1 The Grant Recipient shall perform the Funded Activities in accordance with the Authority's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

17.2 The Grant Recipient shall pay due regard to the use of recycled products, so long as they are not detrimental to the provision of the Funded Activities or the environment, to include the use of all packaging, which should be capable of recovery for re-use or recycling.

17.3 The Grant Recipient shall take all possible precautions to ensure that any equipment and materials used in the provision of the Funded Activities do not contain chlorofluorocarbons, halons or any other damaging substances, unless unavoidable, in which case the Authority shall be notified in advance of their use. The Grant Recipient shall endeavour to reduce fuel emissions wherever possible.

18. ASSETS

Inventory of the Assets

18.1 The Grant Recipient shall agree in advance with the Authority any plans to purchase or improve any Fixed Assets at a cumulative cost exceeding £139,688 and must keep a register of all Fixed Assets and Major Assets acquired or improved at a cost exceeding £139,688 wholly or partly using the Grant provided under the Grant Funding Agreement.

18.2 Assets purchased with Grant Funding must only be used for delivery of the Funded Activities, and other activities at the sole discretion of the Authority.

18.3 For each entry in the register the following particulars must be shown where appropriate:

18.3.1 date of acquisition or improvement;

18.3.2 description of the Asset;

18.3.3 cost, net of recoverable VAT;

18.3.4 location of the Asset;

18.3.5 serial or identification numbers;

18.3.6 location of the title deeds;

18.3.7 date of any Disposal;

18.3.8 depreciation/amortisation policy applied;

18.3.9 proceeds of any Disposal net of VAT; and

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

18.4 The Authority reserves the right to require the Grant Recipient to record and maintain the above particulars as set out in 18.3 for any additional items which the Authority considers material to the overall Grant.

Disposal of Asset

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

18.6 Assets other than Fixed Assets purchased or improved using the Grant shall be owned by the Authority until ownership is transferred, disposed of or is otherwise agreed in writing by the

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

18.7 [Subject to further drafting based on the specific hosting solution – the policy intention in relation to the data centre as a Fixed Asset is i). for on-prem options, to ensure the data centre remains available for the Funded Activities and future related projects for public sector use and ii). for co-location options, ensure that the Grant Recipient has sufficient and enforceable rights of occupation, access and use to deliver the Funded Activities for at least the required period. In both cases the Authority wishes to protect its interests, which may include taking a charge.]

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

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

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

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

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

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

Charging of any Asset

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

19. INSURANCE

19.1 The Grant Recipient will during the term of the Funding Period and for 6 years after termination or expiry of the Grant Funding Agreement, ensure that it has and maintains, at all times adequate insurance with an insurer of good repute to cover claims under the Grant Funding Agreement or any other claims or demands which may be brought or made against it by any person suffering any injury, damage, or loss in connection with the Funded Activities or the Grant Funding Agreement.

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

19.3 Where the Grant Recipient receives more than 60 per cent of the Grant Recipient’s total income from public funds, the Grant Recipient will notify the Authority. The Authority will review the nature of the control of Grant Recipient’s organisation to determine any resulting

requirement for reclassification which may in turn change the insurance requirements under the Grant Funding Agreement.

20. ASSIGNMENT

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

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

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

21.1 The Grant Recipient must seek permission from the Authority prior to any proposed expenditure on advertising, communications, consultancy or marketing either in connection with, or using the Grant subject to the requirements in paragraph 24.

21.2 The Grant Recipient should provide evidence to the Authority that any marketing, advertising, communications and consultancy expenditure carried out in connection with, or using the Grant will deliver measurable outcomes that meet government objectives to secure value for money.

22. LOSSES, GIFTS AND SPECIAL PAYMENTS

22.1 The Grant Recipient must obtain prior written consent from the Authority before:

22.1.1 writing off any debts or liabilities;

22.1.2 offering to make any Special Payments; or

22.1.3 giving any gifts,

in connection with this Grant Funding Agreement.

22.2 The Grant Recipient will keep a record of all gifts, both given and received, in connection with the Grant or any Funded Activities and provide any up to date copy of such record to the Authority on request.

23. BORROWING

23.1 The Grant Recipient must obtain prior written consent from the Authority before:

23.1.1 borrowing or lending money from any source in connection with the Grant Funding Agreement; or

23.1.2 giving any guarantee, indemnities, security over any Asset or letters of comfort that relate to the Grant Funding Agreement, or have any impact on the Grant Recipient's ability to deliver the Funded Activities set out in the Grant Funding Agreement.

24. PUBLICITY

24.1 The Grant Recipient gives consent to the Authority to publicise in the press, or any other medium, details of the Grant and the Funded Activities, using any information gathered from the Grant Recipient's initial Grant application or any reports or information submitted to the

Authority in accordance with paragraph 7.1.6(a) of these Conditions subject to the confidentiality obligations at paragraph 11.

24.2 The Grant Recipient will comply with all reasonable requests from the Authority to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Authority in its promotional and fundraising activities relating to the Funded Activities.

24.3 Subject to paragraphs 24.4 and 24.5 below, the Grant Recipient will not make, or permit any person to make, a Publication without the prior written agreement of the Authority.

24.4 If the Grant Recipient wishes to seek the Authority's permission to make a Publication, it shall send a written request for approval of the Publication and a copy of the material(s) or exact wording that it proposes to publish (the **Request**) to the Authority no later than 10 Working Days before the intended Publication date.

24.5 No later than five (5) Working Days after receiving the Grant Recipient's Request the Authority will confirm to the Grant Recipient in writing whether:

(i) the Request has been granted;

(ii) the Request is granted subject to the Grant Recipient accepting the Authority's reasonable required edits to the Publication; or

(iii) the Request has not been granted.

24.6 In the event of a request for approval under paragraph 24.5(i) being granted, or if the Grant Recipient accepts and includes all of the Authority's required edits to the Publication pursuant to paragraph 24.5(ii) above, the Authority approves the Grant Recipient's Request.

24.7 In the event of paragraph 24.5(iii) occurring the Authority does not approve the Grant Recipient's Request.

24.8 Where the Authority does not approve the Grant Recipient's Request the Authority will provide the Grant Recipient with written reasons for its decision.

24.9 If the Grant Recipient does not agree with the Authority's reasons for rejecting its Request, it may invoke the dispute resolution provisions set out in paragraph 29 of the Grant Funding Agreement.

25. CHANGES TO THE AUTHORITY'S REQUIREMENTS

25.1 The Authority will notify the Grant Recipient of any changes to the Funded Activities.

25.2 The Grant Recipient will accommodate any changes to the Authority's needs and requirements under these Conditions.

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

Events of Default

26.1 The Authority may exercise its rights set out in paragraph 26.3 if any of the following events occur:

26.1.1 the Grant Recipient uses the Grant for a purpose other than the Funded Activities;

26.1.2 in the opinion of the Authority, the Grant Recipient materially fails to comply with its obligations under the Grant Funding Agreement;

26.1.3 where delivery of the Funded Activities does not start within the time period specified at paragraph 3.2 and the Grant Recipient fails to provide the Authority with a satisfactory explanation for the delay, or fails to agree a new date on which the Funded Activities shall start with the Authority;

26.1.4 the Grant Recipient uses the Grant for Ineligible Expenditure;

26.1.5 the Grant Recipient fails to provide evidence that it is making (in the opinion of the Authority) satisfactory progress with the Funded Activities and in particular, with meeting the agreed outcomes, milestones and indicative performance measures set out in Annex 6 of these Conditions;

26.1.6 the Grant Recipient fails to:

(a) submit an adequate Remedial Action Plan to the Authority following a request by the Authority pursuant to paragraph 26.3.4 or paragraph 6.2.4; or

(b) improve delivery of the Funded Activities in accordance with the Remedial Action Plan approved by the Authority;

26.1.7 the Grant Recipient is, in the opinion of the Authority, delivering the Funded Activities in a negligent manner (in this context negligence includes but is not limited to failing to prevent or report actual or anticipated fraud or corruption);

26.1.8 the Grant Recipient fails to declare Duplicate Funding;

26.1.9 the Grant Recipient fails to declare any Match Funding in accordance with paragraph 4.7;

26.1.10 the Grant Recipient receives funding from a Third Party which, in the opinion of the Authority, undertakes activities that are likely to bring the reputation of the Funded Activities or the Authority into disrepute;

26.1.11 the Grant Recipient provides the Authority with any materially misleading or inaccurate information and/or any of the information provided in its Grant application or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Authority considers to be significant;

26.1.12 the Grant Recipient commits or has committed a Prohibited Act or fails to report a Prohibited Act to the Authority, whether committed by the Grant Recipient, its Representatives or a Third Party, as soon as it becomes aware of it;

26.1.13 the Authority determines (acting reasonably) that the Grant Recipient or any of its Representatives has:

(i) acted dishonestly or negligently at any time during the term of the Grant Funding Agreement and/or to the detriment of the Authority;

(ii) taken any actions which unfairly brings or are likely to unfairly bring the Authority's name or reputation and/or the Authority into disrepute. Actions include omissions in this context;

(iii) transferred, assigned or novated the Grant Funding Agreement to any Third Party without the Authority's consent; or

(iv) failed to act in accordance with the Law; howsoever arising, including incurring expenditure on unlawful activities;

26.1.14 the Grant Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);

26.1.15 the Grant Recipient becomes insolvent as defined by section 123 of the Insolvency Act 1986, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;

26.1.16 the European Commission or the Court of Justice of the European Union requires any Grant paid to be recovered by reason of a breach of State Aid Law through its application under Article 10 of the Windsor Framework.

26.1.17 a court, tribunal or independent body or authority of competent jurisdiction requires any Grant paid to be recovered by reason of the Grant Recipient putting the Authority in breach of its domestic obligations under the Subsidy Control Act or the UK in breach of its international obligations (including under the Trade and Cooperation Agreement);

26.1.18 the Grant Recipient breaches the Code of Conduct and/or fails to report an actual or suspected breach of the Code of Conduct by the Grant Recipient or its Representatives in accordance with paragraph 32.1.2;

26.1.19 the Grant Recipient undergoes a Change of Control which the Authority, acting reasonably, considers:

(i) will be materially detrimental to the Funded Activities and/or;

(ii) the Grant Recipient (having undergone a Change of Control) cannot continue to receive the Grant because it no longer meets the Eligibility Criteria used to award the Grant to the Grant Recipient;

(iii) that the Change of Control would raise national security concerns and/or;

(iv) the Grant Recipient (having undergone a Change of Control) or its new controlling entity intends to make fundamental change(s) to the purpose for which the Grant was given.

26.2 Where the Authority determines that an Event of Default has or may have occurred, the Authority shall notify the Grant Recipient to that effect in writing, setting out any relevant details, of the failure to comply with these Conditions or pertaining to the Event of Default, and details of any action that the Authority intends to take or has taken.

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

26.3 Where, the Authority determines that an Event of Default has or may have occurred, the Authority may take any one or more of the following actions:

26.3.1 suspend or terminate the payment of Grant for such period as the Authority shall determine;

26.3.2 reduce the Maximum Sum in which case the payment of Grant shall thereafter be made in accordance with the reduction and notified to the Grant Recipient;

26.3.3 require the Grant Recipient to repay the Authority the whole or any part of the amount of Grant previously paid to the Grant Recipient. Such sums shall be recoverable as a civil debt;

26.3.4 give the Grant Recipient an opportunity to remedy the Event of Default (if remediable) in accordance with the procedure set out in paragraphs 26.5 to 26.10; and/or

26.3.5 terminate the Grant Funding Agreement. *[Note: the Authority may consider the inclusion of Step-in Rights]*

26.4 The Authority shall not by reason of the occurrence of an Event of Default which is, in the opinion of the Authority, capable of remedy, exercise its rights under either paragraph 26.3.3 or 26.3.5 unless the Grant Recipient has failed to rectify the default to the reasonable satisfaction of the Authority.

Opportunity for the Grant Recipient to remedy an Event of Default

26.5 Where the Grant Recipient is provided with an opportunity to submit a draft Remedial Action Plan in accordance with paragraph 26.3.4, the draft Remedial Action Plan shall be submitted to the Authority for approval, within 5 Working Days of the Grant Recipient receiving notice from the Authority.

26.6 The draft Remedial Action Plan shall set out:

26.6.1 full details of the Event of Default; and

26.6.2 the steps which the Grant Recipient proposes to take to rectify the Event of Default including timescales.

26.7 On receipt of the draft Remedial Action Plan and as soon as reasonably practicable, the Authority will submit its comments on the draft Remedial Action Plan to the Grant Recipient.

26.8 The Authority shall have the right to accept or reject the draft Remedial Action Plan. If the Authority rejects the draft Remedial Action Plan, the Authority shall confirm, in writing, the reasons why they have rejected the draft Remedial Action Plan and will confirm whether the Grant Recipient is required to submit an amended Remedial Action Plan to the Authority.

26.9 If the Authority directs the Grant Recipient to submit an amended draft Remedial Action Plan, the Parties shall agree a timescale for the Grant Recipient to amend the draft Remedial Action Plan to take into account the Authority's comments.

26.10 If the Authority does not approve the draft Remedial Action Plan the Authority may, at its absolute discretion, terminate the Grant Funding Agreement.

General Termination rights

Termination for Convenience

26.11 Notwithstanding the Authority's right to terminate the Grant Funding Agreement pursuant to paragraph 26.10 above the Authority may terminate the Grant Funding Agreement at any time by giving at least 3 months written notice to the Grant Recipient.

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

26.13 If the Authority terminates the Grant Funding Agreement in accordance with paragraph 26.11, the Authority may choose to pay the Grant Recipient's reasonable costs in respect of the delivery of the Funded Activities performed up to the termination date. Reasonable costs will be identified by the Grant Recipient and will be subject to the Grant Recipient demonstrating that they have taken adequate steps to mitigate their costs. For the avoidance of doubt, the amount of reasonable costs payable will be determined solely by the Authority. The Authority may require repayment to it by the Grant Recipient of any Unspent Monies or other amount of Grant already paid to Grant Recipient, if the Authority does not consider such amounts to have been appropriately spent or otherwise allocated or used or costs incurred.

26.14 The Authority will not be liable to pay any of the Grant Recipient's costs or those of any Delivery Partner or supplier of the Grant Recipient related to any transfer or termination of employment of any employees engaged in the provision of the Funded Activities.

Change of Control

26.15 The Grant Recipient shall notify the Authority immediately in writing and as soon as the Grant Recipient is aware (or ought reasonably to be aware) that it is anticipating, undergoing, undergoes or has undergone a Change of Control, provided such notification does not contravene any Law.

26.16 The Grant Recipient shall ensure that any notification made pursuant to paragraph 26.15 shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.

26.17 Where the Grant has been awarded to a consortium and the Grant Recipient has entered into a collaboration agreement, the notification required under paragraph 26.15 shall include any changes to the consortium members as well as the lead Grant Recipient.

26.18 Following notification of a Change of Control the Authority shall be entitled to exercise its rights under paragraph **Error! Reference source not found.** of these Conditions providing the Grant Recipient with notification of its proposed action in writing within three (3) months of:

26.18.1 being notified in writing that a Change of Control is anticipated or is in contemplation or has occurred; or

26.18.2 where no notification has been made, the date that the Authority becomes aware that a Change of Control is anticipated or is in contemplation or has occurred,

26.19 The Authority shall not be entitled to terminate where approval was granted prior to the Change of Control.

TUPE

26.20 The Grant Recipient agrees that if the Employment Regulations apply in respect of this Grant Funding Agreement on the commencement of the Funded Activities, then it shall comply with its obligations arising under the Employment Regulations and (if applicable) New Fair Deal (including entering into an Admission Agreement under New Fair Deal) and shall indemnify the Authority and/or any former Grant Recipient for any loss arising from any failure so to comply.

26.21 The Grant Recipient agrees that no later than 12 months prior to the expiry or termination of this Grant Funding Agreement and thereafter at intervals stipulated by the Authority (not to be more frequent than every 30 days), the Grant Recipient shall fully and accurately disclose to the Authority all staffing information reasonably required by the Authority including, but not limited to, the total number of staff assigned for the purposes of the Employment Regulations to the Funded Activities. This shall include, where relevant, the staff of any Delivery Partner engaged by the Grant Recipient to deliver the Funded Activities (or part of the Funded Activities). For each person so identified, the Grant Recipient shall provide, in a suitably anonymised format so as to comply with the Data Protection Legislation, details of:

26.21.1 the activities they perform;

26.21.2 amount of working time assigned to the Funded Activities;

26.21.3 date of birth;

26.21.4 start date;

26.21.5 length of continuous service;

26.21.6 place of work;

26.21.7 notice period;

26.21.8 employment status;

26.21.9 identity of employer;

26.21.10 redundancy pay entitlement;

26.21.11 salary, benefits and pension entitlements;

26.21.12 any applicable collective agreement;

26.21.13 copies of all relevant employment contracts and related documents; and

26.21.14 all information required under regulation 11 of the Employment Regulations or as reasonably requested by the Authority.

26.22 The Grant Recipient warrants the accuracy of the information provided under this paragraph 26 and will notify the Authority of any changes to the information as soon as reasonably possible. The Grant Recipient consents to the Authority sharing the information provided under this paragraph to any prospective Replacement Grant Recipient.

26.23 In the 12 months before the expiry of this Grant Funding Agreement or Funding Period, the Grant Recipient shall not without the prior consent of the Authority (such consent not to be unreasonably withheld or delayed):

26.23.1 change the identity and number of staff assigned to the Funded Activities other than in the ordinary course of business;

26.23.2 amend or vary the terms and conditions of employment or engagement of any staff assigned to the Funded Activities other than in the ordinary course of business; and/or

26.23.3 terminate or give notice to terminate the employment or engagement of any staff assigned to the Funded Activities (other than in circumstances in which the termination is for reasons of misconduct or lack of capability).

26.24 The Grant Recipient shall comply with all its employment obligations up to the date of a Relevant Transfer including, but not limited to, the payment of all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which are attributable in whole or in part to the period ending on (but not including) the date of a Relevant Transfer and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Grant Recipient; and (ii) the Replacement Grant Recipient.

26.25 The Grant Recipient will co-operate with the Authority in respect of any exit transition arrangements by allowing any Replacement Grant Recipient to communicate with and meet the affected employees or their representatives.

26.26 The Grant Recipient will indemnify the Authority and/or any Replacement Grant Recipient against any claim, losses, liability, expense or demand whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise arising from:

26.26.1 its failure to comply with the provisions of this paragraph 0; and/or

26.26.2 any claim by any employee or person claiming to be an employee (or their employee representative) of the Grant Recipient, and/or any Delivery Partner which arises or is alleged to arise from any act or omission by the Grant Recipient, and/or any Delivery Partner, before but not including the date of a Relevant Transfer.

26.27 The provisions of this paragraph 0 apply during the term of this Grant Funding Agreement or the Funding Period and indefinitely after it terminates or expires.

26.28 Notwithstanding any other provisions of this Grant Funding Agreement, for the purposes of this paragraph 0 the relevant Third Party shall be able to enforce its rights under paragraph 0, but their consent will not be required to vary this paragraph 0 as the Authority and the Grant Recipient may agree.

27. EXIT PLAN

27.1 Where the Authority requires the Grant Recipient to prepare an Exit Plan to allow the cessation or seamless transfer of the Funded Activities, the Grant Recipient shall prepare the Exit Plan within three (3) months of the signing of the Grant Funding Agreement and shall comply with the exit provisions set out in Annex 9 of these Conditions.

28. DISPUTE RESOLUTION

28.1 The Parties will use all reasonable endeavours to negotiate in good faith, and settle amicably, any dispute that arises during the continuance of the Grant Funding Agreement.

28.2 All disputes and complaints (except for those which relate to the Authority's right to withhold funds or terminate the Grant Funding Agreement) shall be referred in the first instance to the Parties Representatives.

28.3 If the dispute cannot be resolved between the Parties Representatives within a maximum of 30 days then the matter will be escalated to formal meeting between the Authority's Senior Officer Responsible and the Grant Recipient's chief executive (or equivalent).

29. LIMITATION OF LIABILITY

29.1 The Authority accepts no liability for any consequences, whether direct or indirect, that may come about from the Grant Recipient delivering the Funded Activities, the use of the Grant, or from withdrawal, withholding, suspension, reduction or termination of the Grant. The Recipient shall indemnify and hold harmless the Authority, and its Representatives with respect to all actions, claims, charges, demands, losses and proceedings arising from or incurred by reason of the actions and/or omissions of the Grant Recipient in relation to the Funded Activities, the non-fulfilment of obligations of the Grant Recipient under this Grant Funding Agreement or its obligations to Third Parties.

29.2 Subject to paragraph 29.1, the Authority's liability under this Grant Funding Agreement is limited to the amount of Grant outstanding.

30. VAT

30.1 If VAT is held to be chargeable in respect of the Grant Funding Agreement, all payments shall be deemed to be inclusive of all VAT and the Authority shall not be obliged to pay any additional amount by way of VAT.

30.2 All sums or other consideration payable to or provided by the Grant Recipient to the Authority at any time shall be deemed to be exclusive of all VAT payable and where any such sums become payable or due or other consideration is provided, the Grant Recipient shall at the same time or as the case may be on demand by HMRC in addition to such sums, or other consideration, pay to HMRC all the VAT so payable upon the receipt of a valid VAT invoice.

31. CODE OF CONDUCT FOR GRANT RECIPIENTS AND BRANDING MANUAL

31.1 The Grant Recipient:

31.1.1 acknowledges that by signing the Grant Funding Agreement it agrees to take account of the Code of Conduct, which includes ensuring that its Representatives undertake their duties in a manner consistent with the principles set out in the Code of Conduct;

31.1.2 shall immediately notify the Authority if it becomes aware of any actual or suspected breaches of the principles outlined in the Code of Conduct; and

31.1.3 acknowledges that a failure to notify the Authority of an actual or suspected breach of the Code of Conduct may result in the Authority immediately suspending the Grant funding, terminating the Grant Funding Agreement and/or taking action to recover some or all of the funds paid to the Grant Recipient as a civil debt in accordance with paragraph 26.3.3.

31.2 The Grant Recipient shall at all times during and following the end of the Funding Period:

31.2.1 comply with requirements of the Branding Manual in relation to the Funded Activities; and

31.2.2 cease use of the "Funded by UK Government" logo on demand if directed to do so by the Authority.

32. NOTICES

32.1 All notices and other communications in relation to this Grant Funding Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, faxed, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to in Annex 7 or otherwise notified in writing. All notices and other communications must be marked for the attention of the contact specified in Annex 7 (Contact Details). If personally delivered or faxed or e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any Working Day they shall be deemed received on the next Working Day) and if mailed all such communications shall be deemed to have been given and received on the second Working Day following such mailing.

33. GOVERNING LAW

33.1 These Conditions will be governed by and construed in accordance with the law of England and the Parties irrevocably submit to the exclusive jurisdiction of the English courts.

34. CHANGES TO THIS GRANT FUNDING AGREEMENT

34.1 Either Party can request a variation to the terms of this Grant Funding Agreement. Any such variation is only effective if agreed in writing and signed by authorised representatives of both Parties. The Authority is not required to accept a variation request made by the Grant Recipient.

SIGNED by: **……**

Signature

[*insert authorised signatory's name*]

……

Title

for and on behalf of the [*insert name of Department*]

……

Date

SIGNED by

……

[*insert authorised signatory's name*]

……

Title

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

……

Date

ANNEX 1 – GRANT FUNDING LETTER AND GRANT APPLICATION

Part A – Grant Funding Letter

Part A — Grant Funding Letter: [To be inserted before execution.]

Annex 1

Part B – GRANT RECIPIENT'S GRANT APPLICATION

Part B — Grant Recipient's Grant Application: [The successful application, including any agreed clarifications, will be inserted before execution.]

ANNEX 2 –THE FUNDED ACTIVITIES

[To be completed before execution: the agreed scope of Funded Activities, site and facility requirements, delivery responsibilities, exclusions, project plan and interfaces with separately funded activities.]

ANNEX 3– PAYMENT SCHEDULE

[To be completed before execution: instalment periods, grant sums, payment dates or milestones, supporting evidence and any approved Match Funding. Blank entries do not represent agreed payments.]

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

Approved Match Funding

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

ANNEX 4 – GRANT RECIPIENT'S BANK DETAILS

Part 1: Grant Recipient Details	
Name of Main Grant Holder	
Address of Grant Holder	
Contact telephone number	
Grant name	
Grant Determination number	
Part 2: Bank Details	
Bank / Building Society name	
Branch name	
Branch address	
Account name	
Account number	
Bank sort code	
Building society roll number	
Account type	
Part 3: Address for remittance advice	
Choose one method only	
Send our remittance advice by post	
Remittance postal address	

Send our remittance advice via email	
Remittance email address	
Part 4: Authorised signatories	
The names and specimen signatures of people authorised to sign claim forms on behalf of the person who signed the Grant Funding Agreement are shown below. These signatures are binding on this organisation in respect of the Agreement.	
Authorised Signatory 1	
Name	
Position in the organisation	
Signature	
Date	
Authorised Signatory 2	
Name	
Position in the organisation	
Signature	
Date	
Part 5: Grant recipient declaration	
To be completed by the person who signed the Grant Letter/ Grant Funding Agreement I certify that the information given on this form is correct. I agree that following discussions, any overpayments can be automatically recovered from future payments.	
Name	
Signature (the person who signed the agreement)	
Date	

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

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

ANNEX 5 – ELIGIBLE EXPENDITURE SCHEDULE

[To be completed before execution: the agreed breakdown of Eligible Expenditure and budget, consistent with the Funded Activities and payment schedule. Capital expenditure eligibility must be expressly addressed in the Grant Funding Letter.]

(breakdown of forecast grant expenditure)

Item of Expenditure	Budget (in UK Sterling)/forecast expenditure

ANNEX 6 –OUTCOMES, MILESTONES AND INDICATIVE PERFORMANCE MEASURES

[To be completed before execution: agreed outcomes, milestones, performance measures, targets, due dates, evidence requirements and reporting frequencies, consistent with paragraph 7 and Annex 2.]

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

Agreed Performance Measures

1.
2.
3.
4.

KPI/Milestone measured Year 1	**Measure**	**Frequency (annually/quarterly/monthly/other)**
Year 2		

ANNEX 7 – CONTACT DETAILS

The main departmental contact in connection with the Grant is:

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

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

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

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

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

ANNEX 8 – DATA PROTECTION PROVISIONS *[NOT USED]*

ANNEX 9 - EXIT

1. The following definitions shall apply in addition to the definitions contained in paragraph **Error! Reference source not found.** of these Conditions (Definitions):

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

General

2. The Grant Recipient will prepare an Exit Plan within the first three months of this Grant Funding Agreement to allow the smooth closure of the Funded Activities.

   (1) Where the Authority intends to continue the operation of the Funded Activities in broadly the same way after expiry or termination of the Grant Funding Agreement, either by performing them itself or by means of a successor, the Grant Recipient shall endeavour to ensure the smooth and orderly transition of the Funded Activities and shall co-operate with the Authority or the successor, as the case may be, in order to achieve such transition.

3. When such endeavours and co-operation are outside the scope of the Grant, the Grant Recipient shall provide quotations for reasonable charges associated with providing such assistance and the Authority shall pay such reasonable charges.

4. The Grant Recipient will comply with any reasonable request of the Authority for information relating to the performance of the Funded Activities.

Exit Planning

(a) The Grant Recipient will, in conjunction with the Authority, maintain, and as necessary update, the Exit Plan throughout the Funding Period so that it can be implemented immediately, if required. From time-to-time either the Authority or the Grant Recipient may instigate a review of the Exit Plan.

(b) The Grant Recipient will co-operate with all reasonable requests made by either the Authority or a successor body relating to exit transition arrangements for the Funded Activities.

Assistance

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

Assets Register

(d) The Grant Recipient shall maintain throughout the period covered by the Exit Plan for this Grant an asset register, in accordance with the Terms and Conditions of the Grant Funding Agreement.

(e) The Grant Recipient shall not change the status of any asset without the prior written consent of the Department where such a change would either be viewed as a major change or would require repayment in accordance with the Terms and Conditions of the Grant Funding Agreement.

Documentation and Access

(f) The Grant Recipient shall provide the Authority on request with information and documentation reasonably necessary to assist with the transfer of the Funded Activities to the Authority or to a successor body, including any documentation required to support any bidding process for the provision of the Funded Activities. This includes full details of:

(i) the work programme, objectives/targets, and other services delivered by the Grant Recipient under this Grant Funding Agreement;

(ii) any software, including Third Party software and any hardware used in connection with the delivery of the Funded Activities;

(iii) software and supply agreements used to deliver any services associated with delivery of the Funded Activities, including the agreements relating to any Third-Party software identified by name of supplier, term of Grant, and charges payable under the Grant; and

(iv) any employees used by the Grant Recipient to help deliver the Funded Activities who are essential to this delivery; this information shall be provided under conditions of confidentiality reasonably acceptable to the Grant Recipient.

(g) The Authority may make the documentation available to suppliers who wish to bid for the provision of the activities. The Grant Recipient shall respond expediently and in full to any reasonable questions by the Authority or the suppliers and shall co-operate with any reasonable due diligence activities carried out by suppliers.

Transfer Support Activities

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