

Great British Energy – Indicative Grant Funding Agreement Terms and Conditions

1. Introduction

- 1.1 These Terms and Conditions apply to the Grant Recipient receiving the Grant from GBE up to the Maximum Sum, specified in Paragraph 6 of the Grant Offer Letter.
- 1.2 The Grant Funding Agreement, of which these Terms and Conditions are a part, is executed by the Parties as a deed.

2. Definitions and Interpretation of the Grant Funding Agreement

- 2.1 In the Terms and Conditions and the Grant Offer Letter the following definitions apply:

Aggregate Job Target means the calculation of the average number of jobs over the entire Monitoring Period set out in Schedule 2 to the Grant Offer Letter.

Approved Signatory means the Chief Finance Officer of the Grant Recipient or a Director with proper delegated authority, acting on behalf of the Grant Recipient, who should be listed on Companies House records and should not appear on the Disqualified Directors Register.

Asset means any assets purchased, acquired or developed through Eligible Expenditure under the Grant Funding Agreement.

Asset Retention Period means the period that the Assets must be retained, as set out in Schedule 5 to the Grant Offer Letter.

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 most recent version of the Code of Conduct for Recipients of Government General Grants published by the Cabinet Office and available on request from GBE.

Commencement Date means the date on which the Grant Funding Agreement comes into effect and is specified in Schedule 5 to the Grant Offer Letter.

Conclusion Date has the meaning given to it in Schedule 5 to the Grant Offer Letter.

Confirmation of Grant Recipient and Bank Details Form means the form provided at Schedule 6 to the Grant Offer Letter.

Confidential Information means any information (however conveyed, recorded or preserved) disclosed by a Party or its personnel to another Party (and/or that Party's personnel) whether before or after the Commencement 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;
 - (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) GBE Personal Data;
- (d) any information derived from any of the above.

Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure (otherwise than by breach of Paragraph 10 of these Terms and Conditions);
- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) was received from a Third Party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) was independently developed without access to the Confidential Information.

Contacts means the Parties' contacts set out at paragraph 31.2.

Contracting Authority has the meaning given to it in the Procurement Act 2023.

Controller and **Processor** have the meanings given to them in the UKGDPR.

Created Job means a job that has been created, as a direct result of the Funded Activities and permanently employed directly by the Grant Recipient. The job should be a net increase not a job moved from another location or reclassified by job title.

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.

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

Deliverables means collectively the agreed outputs, outcomes and key performance indicators of the Funded Activities described in Schedule 2 to the Grant Offer Letter.

Direct Job means a job that is a Created Job or a job that has been safeguarded as a direct result of the Funded Activities and is permanently employed directly by the Grant Recipient.

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

Document Retention Period has the meaning given to it in Schedule 5 to the Grant Offer Letter.

Duplicate Funding means grant funding, provided by any public sector organisation or any other Third Party to the Grant Recipient, which is for the same purpose for which the Grant was made.

Economic Actor has the meaning given to it in Article 363 of the Trade and Cooperation Agreement.

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

Eligible Expenditure means the expenditure incurred and defrayed by the Grant Recipient during the Investment Period for the purposes of delivering the Funded Activities which is specified in Schedule 3 to the Grant Offer Letter. Eligible Expenditure must comply in all respects with the eligibility rules set out in Paragraph 5 of these Terms and Conditions. Expenditure incurred or defrayed prior to the Commencement Date will not be considered Eligible Expenditure.

Environmental Legislation means all Laws relating to the environment including, where applicable, the streamlined energy and carbon reporting regime under the Large and Medium-sized Companies and Groups (Accounts and Reports) Regulations 2008 and the Limited Liability Partnerships (Accounts and Audit) (Application of Companies Act 2006) Regulations 2008.

Event of Default means an event or circumstance set out in Paragraph 25.1 of these Terms and Conditions.

Financial Year means from 1 April to 31 March.

Fixed Assets means any Assets which consist of land, buildings, plant and equipment acquired, developed, enhanced, or constructed in connection with the Funded Activities through Eligible Expenditure under the Grant Funding Agreement.

Full-Time Equivalent Job or FTE means a full-time job of 30 hours or more a week. Two part-time jobs of 15 hours or more a week count as one full-time equivalent job.

Funded Activities means the activities defined in Schedule 1 to the Grant Offer Letter.

GBE means Great British Energy Group Limited with registered number SC825539 and registered office at AB1 Building, Crimon Place, Aberdeen, Scotland, AB10 1BJ.

GBE Personal Data means any Personal Data supplied for the purposes of, or in connection with, the Grant Funding Agreement by GBE or its Representatives to the Grant Recipient.

Grant or **Grant Award** means the sum or sums Great British Energy will pay to the Grant Recipient in accordance with Paragraph 4 and subject to the provisions of the Grant Funding Agreement and, in particular, Paragraph 25 of these Terms and Conditions.

Grant Claim means the payment request claim submission provided by the Grant Recipient to GBE for payment of the Grant, with any supporting evidence requested by GBE.

Grant Drawdown Period means the period set out in Schedule 5 to the Grant Offer Letter within which the Grant can be drawn down, if the requirements specified in the Grant Funding Period have been fully met.

Grant Funding Agreement means the collective combination of:

- (a) the Grant Offer Letter together with its Schedules;
- (b) if applicable, any additional agreed variation to the Grant Offer Letter and/or its Schedules;
- (c) these Terms and Conditions; and
- (d) if applicable, any variation to these Terms and Conditions agreed by GBE and the Grant Recipient.

Grant Instalments means the instalments in which GBE shall pay the Grant as set out in Schedule 4 to the Grant Offer Letter and subject to the terms of the Grant Funding Agreement.

Grant Offer Letter means the letter GBE issued to the Grant Recipient offering to provide the Grant Recipient with the Grant and detailing the nature of the Grant and offer.

Grant Payment Requirements means all of the requirements listed in Schedule 4 to the Grant Offer Letter in respect of a Grant Instalment.

Grant Recipient means the sole or joint legal entity named in Paragraph 1 of the Grant Offer Letter, who will receive the Grant to deliver the Funded Activities, Deliverables and Investment as specified in the Schedules to the Grant Offer Letter.

Group means the Grant Recipient, any subsidiary or any holding company or parent undertaking from time to time of the Grant Recipient, and any subsidiary from time to time of a holding company or parent undertaking of the Grant Recipient. Each company in a Group is a member of the Group.

Human Rights Legislation means the Human Rights Act 1998 or any successor legislation and any subordinate legislation made under that Act or successor legislation from time to time together with any guidance and codes of practice issued from time to time by the relevant government department or the Equality and Human Rights Commission concerning that Act, successor legislation or subordinate legislation.

Ineligible Expenditure means expenditure incurred by the Grant Recipient which is not Eligible Expenditure specified in Schedule 3 to the Grant Offer Letter and/or that set out in Paragraph 5 of these Terms and Conditions.

Information Legislation means the Data Protection Legislation, the Environmental Information Regulations 2004, 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 that Act or that subordinate legislation.

Intellectual Property Rights 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.

Intervention Rate means the fiscal value of the Grant represented as a proportion of the relevant investment cost and may be discounted for time.

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

Investment means the Eligible Expenditure and Ineligible Expenditure detailed in Schedule 3 to the Grant Offer Letter which the Grant Recipient has committed to make.

Investment Period has the meaning given to it in Schedule 5 to the Grant Offer Letter.

Job Retention Period means the period that the Created Jobs, Direct Jobs and/or Safeguarded Jobs must be retained in order to comply with the Grant Funding Agreement, as specified in Schedule 5 to the Grant Offer Letter.

Joint Controllers means where two or more Controllers jointly determine the purposes and means of processing of Personal Data.

Large Enterprise means any entity engaged in an economic activity, irrespective of its legal form which is neither a Small Enterprise nor a Medium Enterprise.

Law and Laws 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 directions, 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.

Match Funding means any contribution to the Funded Activities from any Third Party to the Grant Recipient to meet the balance of the Eligible Expenditure that is not otherwise supported by the Grant.

Maximum Sum means the maximum amount of the Grant GBE will provide to the Grant Recipient for the Funded Activities as set out in Paragraph 6 of the Grant Offer Letter.

Medium Enterprise has the meaning given to it in Article 2 of EU recommendation 2003/361.

Monitoring Officer means the individual identified in the Grant Offer Letter.

Monitoring Period means the period from the Commencement Date to the Conclusion Date in which GBE will actively monitor the Funded Activities, Deliverables, Eligible Expenditure and Ineligible Expenditure, as specified in Schedule 5 to the Grant Offer Letter.

Monitoring Report means a report prepared by the Grant Recipient showing the progress made towards achieving the agreed Deliverables and the Grant Recipient's performance of the Funded Activities; where possible, the report must quantify what has been achieved by reference to the Funded Activities' targets.

No Obligation To Pay Dates or **NOPDs** mean those dates described as such in Schedule 4 to the Grant Offer Letter.

Party means GBE or the Grant Recipient and **Parties** means each Party together.

Personal Data has the meaning given to it in the Data Protection Legislation.

Premises mean the premises identified in Schedule 1 to the Grant Offer Letter, owned or operated by the Grant Recipient where the Funded Activities are undertaken.

Procurement Legislation 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 and/or as applicable, the Procurement Act 2023 and any subordinate legislation made under that Act.

Prohibited Act means:

- (a) directly or indirectly offering, giving or agreeing to give to any employee, officer or Representative of GBE or servant of the Crown any gift, consideration or advantage 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 Funding Agreement;
- (c) defrauding or attempting to defraud or conspiring to defraud GBE or the Crown; or

- (d) any activity practice or conduct which would constitute one of the offences listed under (b) or (c) above if such activity, practice or conduct had been carried out in the UK.

Publication means any announcement, comment or publication of any publicity material by the Grant Recipient concerning the grant supported Assets, Eligible Expenditure, the Funded Activities or GBE.

Related Party means any holding company from time to time of the Grant Recipient and any subsidiary from time to time of the Grant Recipient, or any subsidiary of any such holding company.

Remedial Action Plan means the plan of action that GBE may request the Grant Recipient submits to GBE following an Event of Default.

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

Safeguarded Job means an existing job which would be lost within 12 months from the Commencement Date without the provision of the Grant and which is safeguarded as a direct result of the Funded Activities and permanently employed directly by the Grant Recipient. Jobs can only be classed as safeguarded by one single grant award at a time.

Shorter or Greener Investment Requirement means a requirement that the Grant Recipient makes a certain investment, set out in a Schedule to the Grant Offer Letter.

Small Enterprise has the meaning given to it in Article 2 of EU recommendation 2003/361.

Social Value Commitment means an action or outcome relating to social value which the Grant Recipient is required to undertake or deliver, set out in a Schedule to the Grant Offer Letter.

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 of the European Union, European Parliament and/or the European 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 Legislation means the Subsidy Control Act 2022 and any subordinate legislation made under that Act from time to time.

Terms and Conditions means these Terms and Conditions together with any appendices.

Third Party means any person other than the Grant Recipient or GBE.

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).

UKGDPR 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 assimilated law in England and Wales, Scotland and Northern Ireland, 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 Investment Period or because of termination or breach of these Terms and Conditions.

VAT means Value Added Tax chargeable in the UK.

Windsor Framework has the meaning given to that term by the Joint Committee established by the Agreement on the Withdrawal of the United Kingdom from the European Union and European Atomic energy Community in Joint Declaration No 1/2023..

Working Day means any day from Monday to Friday (inclusive) which is not specified or proclaimed as a Bank Holiday in England and Wales pursuant to Section 1 of the Banking and Financial Dealings Act 1971 including Christmas Day and Good Friday or alternatively, if the Funded Activities are being delivered in Northern Ireland or Scotland, means any day from Monday to Friday (inclusive) which is not a statutory bank holiday in Northern Ireland, in the case of Funded Activities being delivered in Northern Ireland, or Scotland, in the case of Funded Activities being delivered in Scotland.

2.2 In these Terms and 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 the words "including", "other", "in particular", "for example", "especially" 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";

2.2.6 references to "writing" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing will be construed accordingly;

- 2.2.7 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;
 - 2.2.8 references to “Paragraphs” and “Annexes” are, unless otherwise provided, references to the Paragraphs and Annexes of these Terms and 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
 - 2.2.9 the headings in these Terms and Conditions are for ease of reference only and will not affect the interpretation or construction of these Terms and Conditions.
- 2.3 Where there is any conflict between the documents that make up the Grant Funding Agreement the conflict shall be resolved in accordance with the following order of precedence:
- 2.3.1 these Terms and Conditions; and
 - 2.3.2 the terms of the Grant Offer Letter and schedules to the Grant Offer Letter.
- 2.4 Where the Grant Funding Agreement requires the Grant Recipient to provide GBE with information, that is a requirement to provide the information in whatever form GBE may stipulate from time to time.

Conditions

3. Duration and Purpose of the Grant

- 3.1 The Grant Recipient will ensure that the Funded Activities start on the Commencement Date but where this has not been possible, that they start no later than 2 months after the Commencement Date and conclude on or before the Conclusion Date.
- 3.2 The Grant Recipient shall use the Grant solely for the delivery of the Funded Activities, to achieve the Deliverables and/or to contribute to the Eligible Expenditure. The Grant Recipient may not make any changes to the Funded Activities or Eligible Expenditure.
- 3.3 If GBE wants to make a change to the Funded Activities or Eligible Expenditure (including for example reducing the Grant or removing some of the Funded Activities from the Grant) it may do so on reasonable written notice to the Grant Recipient.

4. Payment of the Grant

- 4.1 Without prejudice to any other provision of the Grant Funding Agreement and subject to the remainder of this Paragraph 4, GBE shall pay the Grant Recipient an amount not exceeding the Maximum Sum. GBE shall pay the Grant in pound sterling (GBP) and into a bank account located in the United Kingdom.

- 4.2 The Grant Recipient must complete and sign the Confirmation of Grant Recipient and Bank Details Form as part of their acceptance of the Grant. No payment will be made in advance of receipt of a correctly completed and signed Confirmation of Grant Recipient and Bank Details Form.
- 4.3 The signatory of the Confirmation of Grant Recipient and Bank Details Form must be an Approved Signatory. Any change of bank details must be notified immediately on the same form and signed by an Approved Signatory. GBE must be notified immediately if an individual ceases to be an Approved Signatory or there is a new Approved Signatory.
- 4.4 The Maximum Sum will not under any circumstances be increased, including in the event of any overspend by the Grant Recipient in its delivery of the Funded Activities.
- 4.5 The Grant Recipient shall ensure that any Pre-Payment Conditions set out in Paragraph 8 of the Grant Offer Letter are satisfied and acknowledges that GBE shall not be obliged to make any payment of the Grant until it is satisfied that those pre-conditions have been satisfied.
- 4.6 When the Grant Recipient is of the view that the Grant Payment Requirements relating to a Grant Instalment have been satisfied, it shall submit a Grant Claim to GBE. The Grant Claim shall be in a form specified by GBE, shall be signed by an Approved Signatory and shall be accompanied by the following:
 - 4.6.1 an up to date Monitoring Report;
 - 4.6.2 a statement of Eligible Expenditure and Ineligible Expenditure incurred or defrayed;
 - 4.6.3 a copy of the Grant Recipient's most up to date statutory financial statements and most recent set of management accounts; and
 - 4.6.4 such other information or items that GBE may request including receipts and invoices or any other documentary evidence that demonstrates Eligible Expenditure has been incurred and/or defrayed.
- 4.7 GBE reserves the right not to pay any Grant Claims, which are not submitted by the relevant NOPD for the applicable Grant Instalment or Grant Claims, which are incomplete or incorrect or which are submitted without the full supporting documentation.
- 4.8 GBE will review the Grant Claim submitted by the Grant Recipient and shall only pay the relevant Grant Instalment to the Grant Recipient once GBE is satisfied that the Grant Claim contains all the information and is accompanied by all the items specified in Paragraph 4.6 and relevant Grant Payment Requirements have been satisfied.
- 4.9 Where an Aggregate Job Target has been specified in Schedule 2 to the Grant Offer Letter, if the Grant Recipient fails to achieve the Aggregate Job Target then GBE may

reduce the amount of Grant payable in accordance with the terms set out in that Schedule 2.

- 4.10 The Grant Recipient shall declare to GBE any Match Funding or Duplicate Funding from any other source which has been approved or received before the Commencement Date.
- 4.11 If the Grant Recipient intends to apply for, is offered or receives any further Match Funding or Duplicate Funding from any other source during the Investment Period, the Grant Recipient shall notify GBE before accepting or using any such Match Funding or Duplicate Funding. On notifying GBE of the Match Funding or Duplicate Funding the Grant Recipient shall confirm the amount, purpose and source of the Match Funding or Duplicate Funding, and supply the terms and conditions attached to that offer. GBE shall confirm whether it agrees to the Grant Recipient accepting or using the Match Funding.
- 4.12 If GBE does not agree to the acceptance or use of the Match Funding, unless the Grant Recipient decides not to accept or use such Match Funding, GBE shall be entitled to terminate the Grant Funding Agreement in accordance with Paragraph 25 of these Terms and Conditions and, where applicable, require all or part of the Grant to be repaid, with interest calculated in accordance with Paragraph 25.15 of these Terms and Conditions.
- 4.13 If GBE does agree to the acceptance or use of the Match Funding the Grant Recipient shall provide GBE with details of any Match Funding it receives in a format agreed with GBE, in order that GBE is aware of the total funding received by the Grant Recipient for the Funded Activities.
- 4.14 The Grant Recipient agrees that:
 - 4.14.1 it will not apply for, or obtain, Duplicate Funding in respect of any part of the Funded Activities and/or Eligible Expenditure which have been or may be paid for in full using the Grant;
 - 4.14.2 GBE may refer the Grant Recipient to the police should it dishonestly and intentionally obtain Duplicate Funding for the Funded Activities;
 - 4.14.3 GBE will not make the first payment of the Grant and/or any subsequent payments of the Grant unless or until GBE is satisfied that:
 - (i) the Grant will be used for Eligible Expenditure only; and
 - (ii) if applicable, any previous Grant payments have been used for the Funded Activities or, where there are Unspent Monies, have been repaid to GBE.
- 4.15 Unless otherwise stated in the Grant Funding Agreement, payment of a Grant Instalment will be made within 30 days of GBE approving the Grant Recipient's Grant Claim for that Grant Instalment.

- 4.16 GBE will have no liability to the Grant Recipient for any Losses caused by a delay in the payment of a Grant Claim howsoever arising.
- 4.17 The Grant Recipient shall promptly notify and repay immediately with interest (calculated in accordance with Paragraph 25.15 of these Terms and Conditions) when applicable to GBE 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 4.17, shall fall due immediately. If the Grant Recipient fails to repay the due sum immediately or within any other timeframe expressly specified in writing by GBE, the sum will be recoverable summarily as a civil debt.
- 4.18 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. GBE has no responsibility for paying any Third Party invoices.
- 4.19 Onward payment of the Grant and the use of sub-contractors shall not relieve the Grant Recipient of any of its obligations under the Grant Funding Agreement, including any obligation to repay the Grant with interest calculated in accordance with Paragraph 25.15 of these Terms and Conditions.
- 4.20 The Grant Recipient may not retain any Unspent Monies without GBE's prior written permission.
- 4.21 If by the Conclusion Date there are Unspent Monies, the Grant Recipient shall repay such Unspent Monies to GBE no later than 30 days from GBE's request for repayment, with interest calculated in accordance with Paragraph 25.15 of these Terms and Conditions.

5. Eligible and Ineligible Expenditure

- 5.1 GBE will only pay the Grant in respect of Eligible Expenditure incurred and defrayed by the Grant Recipient to deliver the Funded Activities and the Grant Recipient will use the Grant solely for delivery of the Funded Activities.
- 5.2 In addition, the following costs/payments may in some occasional instances be classified as Eligible Expenditure if incurred and defrayed for the purposes of the Funded Activities where this has been expressly agreed in writing by GBE in advance:
- 5.2.1 giving evidence to Parliamentary Select Committees;
- 5.2.2 attending meetings with GBE, government ministers or civil servants to discuss the progress of a taxpayer funded grant scheme;
- 5.2.3 responding to public consultations, where the topic is relevant to the objectives of the Funded Activities; For the avoidance of doubt, Eligible Expenditure does not include the Grant Recipient spending the Grant on lobbying other persons

to respond to any such consultation (unless explicitly permitted in the Grant Funding Agreement);

- 5.2.4 providing independent, evidence-based policy recommendations to local government, government departments or government ministers, where that is the objective of a taxpayer funded grant scheme, for example, 'What Works Centres'; and
- 5.2.5 providing independent evidence-based advice to local or national government as part of the general policy debate, where that is in line with the objectives of the Grant.

Prohibited Use of the Grant

5.3 The Grant Recipient may not in any circumstances claim the following as Eligible Expenditure (noting this list is non-exhaustive):

- 5.3.1 paid for lobbying, which means using the Grant to fund lobbying (via an external firm or in-house staff) in order to undertake activities intended to influence or attempt to influence Parliament, government or political activity; or attempting to influence legislative or regulatory action;
- 5.3.2 using the Grant to directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the Grant;
- 5.3.3 using the Grant to petition for additional funding;
- 5.3.4 expenses such as for entertaining, specifically aimed at exerting undue influence to change government policy;
- 5.3.5 input VAT reclaimable by the Grant Recipient from HMRC (Her Majesty's Revenue and Customs) or any successor body;
- 5.3.6 payments for activities of a political or exclusively religious nature.
- 5.3.7 contributions in-kind;
- 5.3.8 interest payments, service charge payments or arrangement fees for finance leases or other forms of financing or hire purchase agreements;
- 5.3.9 gifts;
- 5.3.10 statutory fines, criminal fines or penalties civil penalties, damages or any associated legal costs;
- 5.3.11 payments for works or activities which the Grant Recipient, or any associated party has a statutory duty to undertake, or that are fully funded by other sources;
- 5.3.12 bad debts to related parties;

- 5.3.13 payments for unfair dismissal or other compensation;
- 5.3.14 depreciation, amortisation or impairment of assets owned by the Grant Recipient;
- 5.3.15 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 Offer Letter); and
- 5.3.16 liabilities incurred before the Commencement Date or beyond the Conclusion Date unless expressly agreed in writing by GBE.

6. Grant Review

- 6.1 GBE will review the Grant at intervals which it will determine. GBE may carry out more than one review. GBE will take into account the Grant Recipient's delivery of the Funded Activities against the Deliverables in accordance with Paragraph 7.3.1 of these Terms and Conditions.
- 6.2 Each review may result in GBE deciding that (noting this list is non-exhaustive):
 - 6.2.1 the Funded Activities and the Grant Funding Agreement must continue in-line with existing plans;
 - 6.2.2 there should be an increase or decrease in the Grant for the subsequent Financial Year;
 - 6.2.3 the Deliverables should be re-defined and agreed;
 - 6.2.4 the Grant Recipient should provide GBE with a draft Remedial Action Plan setting out the steps the Grant Recipient will take to improve delivery of the Funded Activities; or
 - 6.2.5 GBE should recover any Unspent Monies with interest calculated in accordance with Paragraph 25.15 of these Terms and Conditions.
- 6.3 If the Grant Recipient is required to submit a draft Remedial Action Plan the process set out in Paragraphs 25.7 to 25.13 inclusive shall apply.
- 6.4 The Grant Recipient may make representations to GBE regarding GBE's decision made in accordance with Paragraph 6. GBE is not however obliged to take such representations into account when making its decision as any such decision will be final and at GBE's absolute discretion.

7. Monitoring and Reporting

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

- 7.2 The Grant Recipient shall provide GBE with all reasonable assistance and co-operation in relation to any ad-hoc information, explanations and documents as GBE may require, from time to time, for the purpose of assisting GBE in ascertaining whether the Grant Recipient has used the Grant in accordance with the Grant Funding Agreement.
- 7.3 The Grant Recipient shall also provide GBE with reports every three months during the Monitoring Period (or at such other intervals as determined by GBE) on:
- 7.3.1 the progress made towards achieving the agreed Deliverables and the Grant Recipient's performance of the Funded Activities; where possible, the report will quantify what has been achieved by reference to the Funded Activities' targets; and
- 7.3.2 if relevant, provide details of any Assets either acquired, purchased, developed, or improved using the Grant.
- 7.4 The Grant Recipient shall provide GBE a statement of actual Eligible Expenditure and Ineligible Expenditure incurred and/or defrayed in respect of the Funded Activities, supported by receipts and defrayment evidence if requested by GBE during the Monitoring Period.
- 7.5 The Grant Recipient will permit any person authorised by GBE 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 up to the end of the Monitoring Period.
- 7.6 The Grant Recipient will record in its financial reports to GBE the amount of Match Funding it receives together with details of what it has used that Match Funding for and any terms and conditions attached to that funding.
- 7.7 The Grant Recipient will notify GBE as soon as reasonably practicable of:
- 7.7.1 any actual or potential failure to comply with any of its obligations under the Grant Funding Agreement, which includes those caused by any administrative, financial or managerial or trading/market difficulties; and
- 7.7.2 actual or potential variations to the Eligible Expenditure and/or any event which materially affects the continued accuracy of such information.
- 7.8 The Grant Recipient represents and undertakes (and shall repeat such representations on delivery of its reports):
- 7.8.1 that the reports and information it gives pursuant to this Paragraph 7 and Paragraph 8 are accurate to the best of its knowledge;
- 7.8.2 that it has diligently made full and proper enquiry of the matter pertaining to the reports and information given; and

7.8.3 that any information it provided as part of its application for the Grant may be shared with other organisations for the purpose of preventing or detecting crime.

8. Auditing and Assurance

- 8.1 The Grant Recipient will provide GBE with independent assurance in the form of independent accountants' reports that the Grant has been used for delivery of the Funded Activities and Eligible Expenditure. The independent accountants' reports will be provided during the Monitoring Period at intervals to be determined by GBE, as specified in the Grant Offer Letter. The template in Annex 2 of the Grant Offer Letter must be used in all instances, unless expressly specified in writing by GBE. To satisfy this requirement the Grant Recipient will provide each independent accountant's report certified by an independent and appropriately qualified auditor, which must be accompanied by the Grant Recipient's annual audited accounts and most recent management accounts (including Profit and Loss, Balance Sheet and Cash Flow Statement).
- 8.2 Where the aggregate value of the Grant, as set out in the Grant Offer Letter, does not exceed £250,000 (or by exception at the discretion of GBE) the Grant Recipient may elect to provide assurance that the Grant has been utilised for the delivery of the Funded Activities and Eligible Expenditure through an independent monitoring review in place of an independent accountant's report. In this case, an independent Monitoring Officer shall be appointed by GBE to conduct the review, and the associated costs shall not be borne by the Grant Recipient. In the event that the independent Monitoring Officer is unable to provide the requisite assurance to GBE, owing to the Grant Recipient's failure to adequately address discrepancies or errors in reporting, GBE reserves the right to require assurance in the form of an independent accountant's report, in accordance with Paragraph 8.1 of these Terms and Conditions.
- 8.3 GBE may, at any time during the Documentation Retention Period, conduct additional audits or ascertain additional information where GBE considers it necessary. The Grant Recipient agrees to grant GBE and 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 sub-contractors.
- 8.4 If GBE requires further information, explanations, documents or evidence, in order to ascertain whether 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 GBE, provide GBE, free of charge, with the requested information.
- 8.5 The Grant Recipient shall:
- 8.5.1 nominate an independent auditor to verify the final statement of Eligible Expenditure submitted to GBE;
 - 8.5.2 identify separately the value and purpose of the Grant Funding in its audited accounts and its annual report; and

- 8.5.3 maintain a record of internal financial controls and procedures and provide GBE with a copy if requested.
- 8.6 The Grant Recipient shall keep adequate records to support the amount, date and nature of the Eligible Expenditure, which is funded from the Grant, demonstrating an audit trail of the transaction lifespan. The Grant Recipient must also maintain a copy of the Grant Funding Agreement and relevant supporting documents to demonstrate that it has complied with all the requirements of the Grant Funding Agreement. This requires retaining all invoices, receipts, accounting records and any other documentation (including but not limited to, correspondence) relating to the Eligible Expenditure for the Document Retention Period.
- 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 5% of the original expenditure forecasts; and/or
 - 8.7.2 at the request of GBE.
- 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 Where the Grant Recipient is a registered charity, the Grant Recipient must file their charity annual return by the date specified by the Charity Commissioner.
- 8.10 The Grant Recipient shall provide GBE with copies of their annual return, accounts and charity annual return (as applicable) within five days of filing them at Companies House and/or with the Charity Commissioner.

9. Financial Management and Prevention of Bribery, Corruption, Fraud and Other Irregularity / Conflict of Interest

- 9.1 The Grant Recipient will at all times comply with all applicable Laws relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act.
- 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. GBE may require that the 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 GBE as soon as they are identified. The Grant Recipient shall explain to GBE what steps are being taken to investigate the irregularity and shall keep GBE informed about the progress of any such investigation. GBE may however request that the matter is referred to external auditors or other Third-Party, in which case the Grant Recipient shall be obliged to make such a referral.

- 9.4 GBE 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. Any grounds for suspecting financial irregularity includes what the Grant Recipient, acting with due care, should have suspected as well as what 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 with interest (calculated in accordance with Paragraph 25.15 of these Terms and Conditions) if it engages in tax evasion or aggressive tax avoidance in the opinion of His Majesty's Revenue and Customs.
- 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 GBE or the appropriate organisation as part of pursuing sanctions, criminal or civil proceedings.

Conflicts of Interest

- 9.7 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.
- 9.8 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.

Relationship between the Parties

- 9.9 Nothing in the Grant Funding Agreement creates a relationship of employment, agency, partnership or joint venture between the Parties. Accordingly, the Grant Recipient must not hold themselves out as having any such relationship with GBE.

Further Funding

- 9.10 GBE is under no obligation to provide the Grant Recipient with any further funding in respect of the Funded Activities or for any other purpose.

10. Confidentiality

- 10.1 Except to the extent set out in this Paragraph 10 or where disclosure is expressly permitted, the Grant Recipient shall treat all Confidential Information belonging to GBE as confidential and shall not disclose any Confidential Information belonging to GBE to any other person without the express prior written consent of GBE, except to such persons who are directly involved in the provision of the Funded Activities and who need to know the information.
- 10.2 The Grant Recipient gives its consent for GBE to publish the Grant Funding Agreement in any medium in its entirety (but with any information which is Confidential Information

belonging to GBE or the Grant Recipient redacted), including from time-to-time agreed changes to the Grant Funding Agreement.

10.3 Nothing in this Paragraph 10 shall prevent GBE disclosing any Confidential Information obtained from the Grant Recipient:

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

10.3.2 to any government department or other Crown Body or consultant, contractor or other person engaged by GBE, provided that GBE 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

10.3.3 where disclosure is required by Law, including under the Information Legislation.

10.4 Nothing in this Paragraph 10 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. Transparency

11.1 The Parties acknowledge that, except for any information, which is exempt from disclosure in accordance with the provisions of the Information Legislation, the content of the Grant Funding Agreement is not confidential.

12. Statutory Duties

12.1 The Grant Recipient agrees to adhere to its obligations under the Law including but not limited to the Information Legislation and the Human Rights Legislation.

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

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

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

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

13. Data Protection and Public Procurement

13.1 The Parties will each comply at all times with their respective obligations under Data Protection Legislation.

13.2 To the extent that the Parties share any Personal Data for the purposes of this Grant Funding Agreement, the Parties accept that they are each a separate independent Controller in respect of such Personal Data. Each Party:

13.2.1 shall comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data;

13.2.2 will be individually and separately responsible for its own compliance; and

13.2.3 do not and will not Process any Personal Data as Joint Controllers.

13.3 Each Party shall, with respect to its processing of Personal Data as independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UKGDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UKGDPR.

13.4 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.

13.5 Where the Grant Recipient is a Contracting Authority within the meaning of the Procurement Legislation the Grant Recipient will comply with the Procurement Legislation when procuring goods, services and works in connection with the Grant Funding Agreement and GBE shall not be liable for the Grant Recipient's failure to comply with its obligations under the Procurement Legislation.

14. Subsidy Control

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

14.2 The Grant Recipient shall maintain appropriate records of compliance with the relevant subsidy control regime in relation to subsidies until the end of the Documentation

Retention Period and shall take all reasonable steps to assist GBE to comply with the same.

- 14.3 The Grant Recipient shall provide GBE with all information and assistance necessary in order for it to comply with all reporting requirements under the Subsidy Control Legislation and the UK's international obligations in relation to subsidies.
- 14.4 The Grant Recipient shall take all reasonable steps to assist GBE to:
 - 14.4.1 respond to any proceedings or investigation(s) into the Grant or the Funded Activities by any court, tribunal or regulatory body of relevant jurisdiction; or
 - 14.4.2 respond to any requests from the European Union for information regarding the Funded Activities or the Grant pursuant to the Trade and Cooperation Agreement.
- 14.5 The Grant Recipient acknowledges and accepts that the Grant is awarded on the basis specified in Paragraph 25 of the Grant Offer Letter.
- 14.6 Unless Paragraph 25 of the Grant Offer letter states that the Windsor Framework applies to the Grant, the Grant Recipient acknowledges and accepts that the Grant is being awarded on the basis that the Funded Activities being undertaken using the Grant do not affect trade in goods or wholesale electricity between Northern Ireland and the European Union, represents that such Funded Activities do not have such effect and shall ensure that this remains the case.
- 14.7 Where Paragraph 25 of the Grant Offer Letter states that the Grant is being made on the basis that GBE's domestic obligations and/or the UK's international obligations in respect of subsidies do not apply because the Funded Activities being undertaken using the Grant are non-economic activities, the Grant Recipient acknowledges and accepts this is the case and represents that such Funded Activities 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.
- 14.8 Where Paragraph 25 of the Grant Offer Letter states that the Grant has been awarded on the basis that it is outside the scope of the Subsidy Control Legislation by virtue of Section 36 of the Subsidy Control Act 2022, the Grant will be subject to the conditions outlined in Annex 3 of the Grant Offer Letter and will be conditional upon the receipt by GBE of the Minimal Financial Assistance Declaration Form in that Annex 3.
- 14.9 The Grant Recipient should inform GBE of any likely or actual variation or deviation from the Funded Activities, Deliverables, Eligible Expenditure and/or Ineligible Expenditure costs, especially where Investment is reduced. Any forecasted changes to the spend profile or any forecasted alternative expenditure require express written agreement from GBE. It is the Grant Recipient's responsibility to ensure that any such changes do not give rise to a breach of the GBE's domestic obligations and/or the UK's international obligations in respect of subsidies. Any breach of GBE's domestic

obligations and/or the UK's international obligations in respect of subsidies that necessitates a repayment of the Grant, with interest, will be enforced by GBE.

- 14.10 Where maximum Intervention Rates have been specified in Paragraph 6 of the Grant Offer Letter and the Eligible Expenditure is reduced during the lifetime of the Funded Activities after the Grant has been paid, the maximum Intervention Rate awarded in each category as identified in Paragraph 6 of the Grant Offer Letter must not be exceeded. Where the Grant Recipient has already received Grant and a maximum Intervention Rate is exceeded, this will immediately necessitate a repayment of some or all of the Grant as appropriate, with interest (calculated in accordance with Paragraph 25.15 of these Terms and Conditions), and this will be enforced by GBE. The maximum Intervention Rate awarded in each category will be reviewed by GBE at regular intervals throughout the Monitoring Period and after the Investment has been completed.
- 14.11 The Grant Recipient must confirm that they are a viable enterprise/going concern (which shall be defined by GBE by reference to the particular characteristics of the Grant Recipient prior to the Commencement Date) and commit to informing GBE as soon as reasonably practicable of any change in this status during the Monitoring Period. GBE reserves the right to terminate the Grant Funding Agreement if there is a status change in this regard.
- 14.12 The Grant Recipient consents to the publication of the following information by GBE: the Grant Recipient's name, identifier, size and type of company/business (including whether it is a Small Enterprise, Medium Enterprise or Large Enterprise) on the Commencement Date; the region in which the Grant Recipient is located; the Grant Recipient's sector of activity; the amount of Grant; the subsidy instrument; the date of granting; the objective of the subsidy; the granting authority; the duration of Grant and any other time limits attached to the Grant and the subsidy measure reference.
- 14.13 In accepting this Grant, the Grant Recipient specifically accepts that they understand that compliance with domestic and international obligations in relation to subsidies is a mandatory requirement. Should any circumstances arise in respect of the domestic subsidy control regime or the UK's international obligations in relation to subsidies which require the Grant Recipient to repay any or all of the Grant, it must comply immediately.

15. Intellectual Property Rights

- 15.1 Intellectual Property Rights in all IPR Material will be the property of the Grant Recipient. Other than as expressly set out in these Terms and Conditions, neither Party will have any right to use any of the other Party's names, logos or trademarks on any of its products or services without the other Party's prior written consent.
- 15.2 The Grant Recipient grants to GBE a non-exclusive irrevocable and royalty-free, sub-licensable, worldwide licence to use all the IPR Material for the purpose of supporting the Funded Activities.

- 15.3 Ownership of Third-Party software or other Intellectual Property Rights necessary to deliver Funded Activities will remain with the relevant Third Party.
- 15.4 The Grant Recipient must ensure that they have obtained the relevant agreement from the Third-Party proprietor before any additions or variations are made to the standard 'off-the-shelf' versions of any Third-Party software and other materials protected by Intellectual Property Rights. The Grant Recipient will be responsible for obtaining and maintaining all appropriate licences to use Third-Party software.

16. Environmental Requirements

- 16.1 The Grant Recipient shall comply with all applicable Environmental Legislation.
- 16.2 The Grant Recipient shall perform the Funded Activities in accordance with the principles of conserving energy, water, wood, paper and other resources, reducing waste and phasing out the use of ozone depleting substances and minimising the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
- 16.3 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.
- 16.4 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 GBE shall be notified in advance of their use. The Grant Recipient shall endeavour to reduce fuel emissions wherever possible and shall have regard to the desirability of reducing all emissions in line with pathways consistent with the advice of the UK Climate Change Committee, or any other successor body, including trajectories with the UK's legally binding carbon budgets and its 1.5C aligned emission-reduction commitments.
- 16.5 The Grant Recipient shall notify GBE in writing, as soon as reasonably practicable, of any actual, suspected, reported or potential:
- 16.5.1 breach of applicable Environmental Legislation; or
 - 16.5.2 major environmental incident within its operations or supply chains. For these purposes, a major environmental incident is an incident causing environmental damage that cannot be restored through minor clean-up or remediation activities. It is indicative that an incident is a major environmental incident if the response involves external support from bodies such as specialised clean up operatives or the occurrence of the incident or the resulting environmental damage gives rise to a requirement to notify a public sector authority with an environmental remit.

17. Compliance with Anti-Slavery and Human Trafficking Laws and Policies

- 17.1 In performing its obligations under this Grant Funding Agreement, the Grant Recipient shall:
- 17.1.1 comply with all applicable anti-slavery and human trafficking Law and codes from time to time in force including but not limited to the Modern Slavery Act 2015;
 - 17.1.2 have and maintain throughout the Monitoring Period its own policies and procedures to ensure its compliance with the Laws and codes referred to at Paragraph 17.1.1;
 - 17.1.3 not engage in any activity, practice or conduct that would constitute an offence under Sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;
 - 17.1.4 respond promptly and accurately to any reasonable GBE request for information relating to human rights, labour practices, modern slavery, human trafficking risks or supply chain arrangements;
 - 17.1.5 participate, at GBE's reasonable request, in assurance processes, including, but not limited to, questionnaires, GBE-commissioned or third-party audits, site visits or verification exercises, to assess compliance with this Paragraph 17;
 - 17.1.6 include in its contracts with its direct subcontractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this Paragraph 17;
 - 17.1.7 ensure effective grievance mechanisms are in place for all workers, direct or subcontracted, to confidentially report concerns related to labour exploitation, modern slavery, human trafficking or other human rights abuses, and ensure such mechanisms are accessible, independent and clearly communicated where such mechanisms are not already in place at the date of the Grant Funding Agreement, the Grant Recipient agrees to work to establish suitable alternatives within a timeframe agreed in writing with GBE;
 - 17.1.8 notify GBE in writing, as soon as reasonably practicable, of any actual, suspected, reported or potential human rights, labour exploitation, modern slavery or human trafficking concerns within its operations or supply chains;
 - 17.1.9 co-operate fully with GBE to assess, investigate and address such concerns, including, without limitation, by providing information on request and implementing any corrective or remedial actions required by GBE within a reasonable timeframe agreed in writing with GBE.

- 17.2 Without prejudice to any other provision of this Grant Funding Agreement, the Grant Recipient acknowledges that, pursuant to Paragraph 25.1.35, a failure to comply with this Paragraph 17 is an Event of Default.

18. Assets

Inventory of the Assets

- 18.1 If Schedule 3 to the Grant Offer Letter specifically allows the purchase of Assets as Eligible Expenditure, the Grant Recipient must keep a register of all these Assets acquired or improved wholly or partly using the Grant.
- 18.2 For each entry in the register the following particulars must be shown where appropriate:
- 18.2.1 date of acquisition or improvement;
 - 18.2.2 description of the Asset;
 - 18.2.3 serial or identification number of the Asset;
 - 18.2.4 cost, net of recoverable VAT;
 - 18.2.5 location of the Asset;
 - 18.2.6 location of the title deeds;
 - 18.2.7 date of any Disposal;
 - 18.2.8 depreciation/amortisation policy applied;
 - 18.2.9 proceeds of any Disposal net of VAT; and
 - 18.2.10 the identity of any person to whom the Asset has been transferred or sold.
- 18.3 GBE reserves the right to require the Grant Recipient to maintain the above particulars as set out in Paragraph 18.2 for any additional items which GBE considers material to the overall Grant.

Disposal of Asset

- 18.4 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 and retained at the Premises for the Asset Retention Period.
- 18.5 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 during the Asset Retention Period without the prior written consent of GBE. If GBE grants consent to the Disposal, such consent may be subject to satisfaction of certain conditions, to be determined by GBE.

Charging of any Asset

- 18.6 The Grant Recipient must not create any charge, legal mortgage, debenture or lien over any Asset during the Asset Retention Period without the express prior written consent of GBE.

19. Insurance

- 19.1 The Grant Recipient must ensure that it has and maintains, at all times, in line with the dates in Schedule 5 to the Grant Offer Letter 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 GBE 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 50% of the Grant Recipient's total income (turnover) from public funds, the Grant Recipient must notify GBE. GBE will review the nature of the control of the 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 GBE's express written prior approval.
- 20.2 Any approval given by GBE will be subject to a condition that the Grant Recipient has first entered into a Grant Funding Agreement, authorised by GBE, requiring the Grant Recipient to work with another organisation in delivering the Funded Activities.
- 20.3 GBE may transfer, assign or novate the whole or any part of the Grant Funding Agreement or any rights under it, to another organisation or individual, provided that it gives prior written notice of such dealing to the Grant Recipient.

21. Marketing, Publicity or Communication

- 21.1 The Grant Recipient must seek permission from GBE prior to any proposed expenditure on advertising, communications, consultancy or marketing either in connection with, or using the Grant.
- 21.2 The Grant Recipient should provide evidence that any marketing, advertising, communications and consultancy expenditure carried out in connection with, or using

the Grant will deliver measurable outcomes that meet government objectives to secure value for money.

- 21.3 The Grant Recipient gives consent to GBE to publicise in the press or any other medium the Grant and details of the Funded Activities using any information gathered from the Grant Recipient's Grant application, Monitoring Reports or any supporting information submitted to GBE in accordance with Paragraph 7 of these Terms and Conditions, unless GBE has provided specific waiver in writing.
- 21.4 The Grant Recipient will comply with all reasonable requests from GBE to facilitate visits, provide reports, statistics, photographs and case studies that will assist GBE in any promotional and fundraising activities relating to the Funded Activities.
- 21.5 The Grant Recipient will not make, or permit any person to make, marketing, publicity or communications related in any way to the Funded Activities or Grant without the express prior written agreement of GBE.
- 21.6 Any marketing, publicity or communication material related in any way to the Funded Activities or Grant must refer to the Grant awarded.
- 21.7 GBE may require any marketing, publicity or communication material related in any way to the Funded Activities or Grant to feature GBE's logo. If a Third Party wishes to use GBE's logo, the Grant Recipient must first seek and receive permission from GBE in writing.
- 21.8 The Grant Recipient must acknowledge the support of GBE in any materials that refer to the Funded Activities or Grant and in any written or spoken public presentations about the Funded Activities. Such acknowledgements (where appropriate or as requested by GBE) will include GBE's name and logo (or any future name or logo adopted by GBE) using the templates provided by GBE from time to time.
- 21.9 In using GBE's name and logo, the Grant Recipient will comply with all reasonable branding guidelines issued by GBE and current at the time of publication.
- 21.10 GBE may publish the information relating to the Grant to promote GBE or HMG activity. Prior to publication GBE will consider any representations the Grant Recipient may make about information they may consider to be commercially sensitive.
- 21.11 GBE may be obliged to disclose information relating to the Grant under the Information Legislation or any other requirement of Law.
- 21.12 The Grant Recipient must assist, and cooperate with, GBE, as reasonably requested, to enable GBE to comply with its obligations under the Information Legislation and any other requirement of Law.

22. Changes to GBE's Requirements

- 22.1 GBE will notify the Grant Recipient of any changes to GBE's activities, which are related to the Grant.

22.2 The Grant Recipient will accommodate any changes to GBE's needs and requirements under these Terms and Conditions.

23. Losses, Gifts and Special Payments

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

23.1.1 writing off any debts or liabilities;

23.1.2 offering to make any Special Payments; or

23.1.3 giving any gifts,

in connection with this Grant Funding Agreement

24. Borrowing

24.1 The Grant Recipient must obtain prior consent from GBE before:

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

24.1.2 giving any guarantee, indemnities or letters of comfort that relate to the Grant Funding Agreement, or have any impact on the Grant Recipient's ability to deliver the Funded Activities.

25. Grant Recovery, Events of Default, Termination and Rights Reserved for Breach and Termination (including variation, reduction, withdrawal and repayment of Grant)

Events of Default

25.1 GBE may exercise the rights set out in Paragraph 25.6 including the right to vary or withhold any or all of the Grant payments and/or require repayment of Grant already paid to the Grant Recipient with interest calculated in accordance with Paragraph 25.15 of these Terms and Conditions, if at any time before the Conclusion Date, any of the following events occur:

Pre-conditions

25.1.1 any Pre-Acceptance Conditions stated in Paragraph 7 of the Grant Offer Letter are not satisfied and/or cease to be satisfied;

Funded Activities – Progress and Delivery

25.1.2 the Grant Recipient has entered into an arrangement to defray money or has already defrayed money on the Funded Activities or Eligible Expenditure before the Commencement Date unless expressly given permission in writing to do so by GBE;

- 25.1.3 delivery of the Funded Activities does not start within two months of the Commencement Date and the Grant Recipient fails to provide GBE with a satisfactory explanation for the delay, or fails to agree with GBE a new date on which the Funded Activities will start;
- 25.1.4 in the opinion of GBE, progress on the Funded Activities, including, without limitation, progress towards reaching the Deliverables specified in Schedule 2 and/or Investment targets specified in Schedule 3 to the Grant Offer Letter, is not satisfactory;
- 25.1.5 in the opinion of GBE there is a significant change in the scale, nature or delivery of the Funded Activities and/or Eligible Expenditure from that set out in the Grant Offer Letter schedules which has not been agreed in advance with the Monitoring Officer;
- 25.1.6 in the opinion of GBE, the Grant Recipient is 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);
- 25.1.7 in the opinion of GBE, the future of the Funded Activities is in jeopardy;
- 25.1.8 the Grant Recipient fails to submit an adequate Remedial Action Plan to GBE following a request by GBE;
- 25.1.9 the Grant Recipient fails to improve delivery of the Funded Activities in accordance with any Remedial Action Plan in place;
- 25.1.10 if Schedule 2 to the Grant Offer Letter specifies an Aggregate Job Target and the Grant Recipient, having received and retained the full amount of the Grant, does not meet the Aggregate Job Target;

Funding Package

- 25.1.11 the arrangements for financing the Funded Activities have or are likely to change in any way;
- 25.1.12 the Grant Recipient fails to declare any Duplicate Funding or changes the arrangements for financing the Funded Activities and/or Eligible Expenditure without the express prior written approval of GBE;
- 25.1.13 the Grant Recipient fails to declare any Match Funding in accordance with Paragraph 4.10 or 4.11 of these Terms and Conditions;
- 25.1.14 assistance for the Funded Activities is received or promised, additional to that disclosed by the Grant Recipient to GBE before the Commencement Date from an institution of the European Union, a government department or other Crown Body, a local authority or any other partly or wholly publicly financed body or charitable fund;

- 25.1.15 the Grant Recipient uses the Grant for Ineligible Expenditure or for a purpose other than the Funded Activities and/or for Eligible Expenditure;
- 25.1.16 the Grant Recipient receives funding from a Third Party which, in the opinion of GBE, undertakes activities that are likely to bring the reputation of the Funded Activities or GBE into disrepute;

Information Submissions

- 25.1.17 the Grant Recipient provides GBE with any materially misleading or inaccurate information and/or any of the information provided in their grant application or in any subsequent supporting information or correspondence is found to be incorrect or incomplete to an extent which GBE considers to be significant;
- 25.1.18 in the opinion of GBE, any information the Grant Recipient has given in relation to the Funded Activities becomes incorrect or misleading due to a change in circumstances and is not corrected by the Grant Recipient, is shown to be or misleading, or any claim for Grant is based on misleading information;
- 25.1.19 GBE requests additional information from the Grant Recipient and the information provided does not comply with that request;
- 25.1.20 the Grant Recipient fails to comply with Paragraphs 8.8 or 8.9 of these Terms and Conditions;

Prohibited Acts

- 25.1.21 the Grant Recipient commits or has committed a Prohibited Act or fails to report a Prohibited Act to GBE, whether committed by the Grant Recipient, its Representatives, or a Third Party, as soon as they become aware of it;
- 25.1.22 GBE determines (acting reasonably) that the Grant Recipient or any of its Representatives has:
- (a) acted dishonestly or negligently at any time during the term of the Grant Funding Agreement and to the detriment of GBE;
 - (b) taken any actions which unfairly bring or are likely to unfairly bring GBE, GBE's name or reputation into disrepute; actions include omissions in this context;
 - (c) transferred, assigns or novates the Grant to any Third Party without GBE's written consent; or
 - (d) failed to act in accordance with the Law; howsoever arising, including incurring expenditure on unlawful activities;
- 25.1.23 in the opinion of GBE, any part of the Grant has been used to support activity intended to influence or attempt to influence Parliament, Government or

political parties, or attempting to influence the awarding or renewal of contracts and grants or attempting to influence legislative or regulatory action;

Eligible Expenditure and Assets

- 25.1.24 the Grant Recipient offers the Assets purchased as Eligible Expenditure as security to a Third Party without obtaining GBE's prior written consent;
- 25.1.25 the Grant Recipient uses the Grant to make purchases or other transactions for the benefit of a Related Party without obtaining GBE's prior written consent;
- 25.1.26 the Grant Recipient disposes of, or for a period of more than 3 months stops using for the purposes of the Funded Activities, any of the Assets purchased as Eligible Expenditure (including where appropriate, Premises);

Insolvency and Change of Control

- 25.1.27 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);
- 25.1.28 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;
- 25.1.29 the Grant Recipient or its Parent Company undergoes a Change of Control and GBE (and in the case of (c), GBE or a Crown Body), acting reasonably, considers:
 - (a) such Change of Control will be materially detrimental to the Funded Activities;
 - (b) the new body corporate cannot continue to receive the Grant because they do not meet the Eligibility Criteria used to award the Grant to the Grant Recipient;
 - (c) such Change of Control would raise national security concerns; or
 - (d) the new body corporate intends to make fundamental change(s) to the purpose for which the Grant was given;

State Aid/Subsidy control

- 25.1.30 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;

25.1.31 a court, tribunal or independent body or authority of competent jurisdiction requires any Grant paid to be recovered with or without interest by reason of a breach of GBE's obligations under the Subsidy Control Legislation or a breach of the UK's international obligations pertaining to subsidies under the Trade and Co-operation Agreement or otherwise;

Parental Guarantee

25.1.32 in the opinion of GBE, any parental undertaking and/or guarantee referred to in Paragraph 7 of the Grant Offer Letter becomes ineffective for any reason whatsoever;

25.1.33 any event or series of events occurs which in the opinion of GBE will have a material adverse effect on the ability of the parent company to perform its obligations under the guarantee referred to in Paragraph 7 of the Grant Offer Letter;

General

25.1.34 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;

25.1.35 the Grant Recipient fails to comply with Paragraph 17 of these Terms and Conditions;

25.1.36 the Grant Recipient fails to satisfy a Shorter or Greener Investment Requirement, set out in a Schedule to the Grant Offer Letter;

25.1.37 the Grant Recipient fails to satisfy a Social Value Commitment, set out in a Schedule to the Grant Offer Letter; or

25.1.38 the Grant Recipient fails to comply with its obligations under the Grant Funding Agreement, which is material in the opinion of GBE.

Leasing, Lease Finance or Hire Purchase

25.2 GBE may vary the fiscal value of the Grant downwards and alter the payment sequence or arrangements if:

(a) there is any change in the lease purchase, hire purchase or extended credit arrangements of the Investment to be provided for the Eligible Expenditure as set out in Schedule 3 to the Grant Offer Letter;

(b) the lease purchase, hire purchase or extended credit arrangements are not made with a party independent of the Grant Recipient;

(c) with the exception of land and buildings acquired under leasehold, any lease purchase, hire purchase or extended credit arrangement used to finance Eligible

Expenditure does not contain an obligation to purchase at the expiry of the terms of the lease or hire purchase or extended credit agreement; or

- (d) in the case of the lease of land and buildings, the lease does not continue for at least five (5) years if the Grant Recipient is a Large Enterprise or three (3) years if the Grant Recipient is classed as a Small Enterprise or Medium Enterprise after the Conclusion Date.

25.3 If any of the Assets purchased as Eligible Expenditure are to be provided under a lease finance agreement which is made by a leasing company to the Grant Recipient, then the capital cost of that equipment (excluding VAT) shall be treated as having been committed by the Grant Recipient on the date on which the relevant lease finance agreement is signed, provided the Asset has been delivered to the Premises. However, no payment in respect of any instalment of Grant shall be made which would result in the total payments then made under the Grant Offer Letter exceeding the aggregate of:

- (a) the amounts then defrayed by the Grant Recipient on Eligible Expenditure of the Funded Activities which are not the subject of lease purchase or hire purchase agreements; and
- (b) the actual amounts then defrayed by Grant Recipient in respect of deposits and/or instalments on assets purchased as Eligible Expenditure which are the subject of lease purchase, hire purchase or extended credit agreements.

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

25.5 Each of the above provisions (Paragraphs 25.2-25.4 inclusive) is without prejudice to any other provisions in the remainder of this Paragraph 25.

Rights of GBE in Relation to an Event of Default

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

- (a) suspend or terminate the payment of Grant for such period as GBE shall determine;
- (b) reduce the Maximum Sum in which case the payment of Grant shall thereafter be made in accordance with the reduction and this will be notified to the Grant Recipient;
- (c) require the Grant Recipient to repay GBE the whole or any part of the amount of Grant previously paid to the Grant Recipient with interest calculated in accordance with Paragraph 25.15 of these Terms and Conditions; such sums shall be recoverable summarily as a civil debt;

- (d) give the Grant Recipient an opportunity to remedy the Event of Default (if remediable) in accordance with the procedure set out in Paragraphs 25.7 to 25.17;
- (e) terminate the Grant Funding Agreement.

Opportunity for the Grant Recipient to Remedy an Event of Default

- 25.7 Where the Grant Recipient is provided with an opportunity to submit a draft Remedial Action Plan, the draft Remedial Action Plan shall be submitted to GBE for approval, within 5 working days of the Grant Recipient receiving notice from GBE.
- 25.8 The draft Remedial Action Plan shall set out:
- (a) full details of the Event of Default;
 - (b) the steps which the Grant Recipient proposes to take to rectify the Event of Default including timescales; and
 - (c) an updated risk register in the form prescribed by GBE from time to time.
- 25.9 On receipt of the draft Remedial Action Plan and as soon as reasonably practicable, GBE will submit their comments on the draft Remedial Action Plan to the Grant Recipient.
- 25.10 GBE shall have the right to accept or reject the draft Remedial Action Plan. If GBE rejects the draft Remedial Action Plan, GBE shall confirm, in writing, the reasons why it has rejected the draft Remedial Action Plan and will confirm whether the Grant Recipient is required to submit an amended draft Remedial Action Plan to GBE.
- 25.11 If GBE directs the Grant Recipient to submit an amended draft Remedial Action Plan, GBE shall set a date by which the Grant Recipient must submit to GBE a draft Remedial Action Plan amended to take into account GBE's comments.
- 25.12 Without prejudice to any other provision of the Grant Funding Agreement, GBE may, at its absolute discretion, exercise any of its rights under Paragraph 25.6 if:
- (a) in the opinion of GBE an Event of Default is not capable of remedy;
 - (b) GBE does not approve the draft Remedial Action Plan; or
 - (c) either of the Events of Default described at Paragraphs 25.1.8 and 25.1.9 has occurred.
- 25.13 Other than in the circumstances described at subparagraphs (b) or (c) of Paragraph 25.12, GBE shall not by reason of the occurrence of an Event of Default which is, in the opinion of GBE, capable of remedy, exercise its rights under subparagraphs (a), (b), (c) or (e) of Paragraph 25.6 unless the Grant Recipient has failed to rectify the default to the reasonable satisfaction of GBE. The Grant Recipient must inform GBE urgently, in writing, if the Grant Recipient has any concerns that any of the grounds cited in Paragraph 25.1 of these Terms and Conditions apply in their case. If they arise

after the Grant Recipient has received a grant payment, the Grant Recipient must not make any use of the Grant until GBE has authorised continued use of the Grant in writing.

- 25.14 A decision to require the Grant Recipient to repay the Grant will be communicated in writing, and the Grant Recipient must make that repayment within 30 days of the date of that letter or within any later reasonable deadline agreed by GBE in writing.
- 25.15 Interest will be calculated from the date of the Grant payment until the date it is repaid by the Grant Recipient, in accordance with the retail prices index (that index being taken as 0% for any period during which the index is negative).
- 25.16 Where the Grant Recipient fails to repay the Grant by the deadline specified at Paragraph 25.14 further interest on the outstanding sum (inclusive of interest already charged) will accrue, after that deadline, at the statutory rate of interest under Section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 or any other rate required by law in the circumstances if it is higher.
- 25.17 Any failure by GBE to exercise its rights under the Grant Funding Agreement, or any delay in doing so, shall not constitute a waiver of those rights unless GBE confirms that waiver in writing. Furthermore, any such waiver shall not be taken as a precedent for any other circumstances.

General Termination Rights – Termination for Convenience

- 25.18 Notwithstanding GBE's right to terminate the Grant Funding Agreement pursuant to Paragraph 25.6 above, either Party may terminate the Grant Funding Agreement at any time by giving at least 3 months' written notice to the other Party.
- 25.19 If applicable, all Unspent Monies (other than those irrevocably committed in good faith before the date of termination, in line with the Grant Funding Agreement and approved by GBE as being required to finalise the Funded Activities) shall be returned to GBE within 30 days of the date of receipt of a written notice of termination from GBE.
- 25.20 If GBE terminates the Grant Funding Agreement in accordance with Paragraph 25.18, GBE 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 any reasonable costs payable will be determined solely by GBE.
- 25.21 GBE will not be liable to pay any of the Grant Recipient's costs or those of any contractor/supplier of the Grant Recipient related to any transfer or termination of employment of any employees engaged in the provision of the Funded Activities.
- 25.22 Nothing in the Grant Funding Agreement will affect any provision which is expressly or by implication intended to apply or continue to apply for any reason following termination of this Agreement.

Change of Control

- 25.23 The Grant Recipient shall notify GBE 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.
- 25.24 The Grant Recipient shall ensure that any notification made pursuant to Paragraph 25.23 shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.
- 25.25 Where the Grant has been awarded to a consortium and the Grant Recipient has entered into a collaboration agreement, the notification required under Paragraph 25.23 shall include any changes to the consortium members as well as the lead Grant Recipient.
- 25.26 Following notification of a Change of Control, GBE shall be entitled to exercise its rights under Paragraph 25.6 of these Terms and Conditions by providing the Grant Recipient with notification of its proposed action in writing within three (3) months of:
- (a) being notified in writing that a Change of Control is anticipated or is in contemplation or has occurred; or
 - (b) where no notification has been made, the date that GBE becomes aware that a Change of Control is anticipated or is in contemplation or has occurred,
- 25.27 GBE shall not be entitled to terminate if it has provided written approval of the Change of Control prior to it taking effect.

26. Exit Plan

- 26.1 If GBE requires the Grant Recipient to prepare an exit plan to provide for the cessation or transfer of the Funded Activities, the Grant Recipient shall prepare such a plan within a timescale set by GBE and abide by its terms.

27. Dispute Resolution

- 27.1 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.
- 27.2 All disputes and complaints (except for those which relate to GBE's rights to withhold funds or to terminate the Grant Funding Agreement) shall be referred in the first instance to the Parties' Contacts.
- 27.3 If the dispute cannot be resolved between the Parties' Contacts within a maximum of 6 months, then the matter will be escalated to a formal meeting between the Grant Recipient's chief executive (or equivalent) and one or more representatives of GBE.

28. Limitation of Liability

- 28.1 GBE accepts no liability for any consequences, whether direct or indirect, that may come about from the Grant Recipient delivering/running the Funded Activities, from the use of the Grant or from the withdrawal, withholding, suspension or repayment of the Grant. The Recipient shall indemnify and hold harmless GBE 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.
- 28.2 Subject to Paragraph 28.1, GBE's liability under this Grant Funding Agreement is limited to the amount of Grant outstanding.

29. VAT

- 29.1 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 GBE shall not be obliged to pay any additional amount by way of VAT.
- 29.2 All sums or other consideration payable to or provided by the Grant Recipient to GBE 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.

30. Code of Conduct

- 30.1 The Grant Recipient 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.
- 30.2 The Grant Recipient shall immediately notify GBE if it becomes aware of any actual or suspected breaches of the principles outlined in the Code of Conduct.
- 30.3 The Grant Recipient acknowledges that a failure to notify GBE of an actual or suspected breach of the Code of Conduct may result in GBE immediately suspending the Grant funding, terminating the Grant Funding Agreement, and taking action to recover some or all of the funds paid to the Grant Recipient as a civil debt in accordance with Paragraph 25.1.22.
- 30.4 The Grant Recipient shall at all times during and following the end of the Funding Period:
- 30.4.1 comply with GBE's branding requirements in relation to the Funded Activities;
and

30.4.2 cease to use the GBE logo on demand if directed to do so by GBE.

31. Notices

- 31.1 All notices and other communications in relation to this Grant Funding Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant Party, as referred to in the Grant Offer Letter or as otherwise notified in writing. All notices and other communications must be marked for the attention of the contact specified in Paragraph 21 of the Grant Offer Letter. If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-Working Day or after 5.00 pm on any Working Day they shall be deemed received on the next Working Day) and if mailed all such communications shall be deemed to have been given and received on the second Working Day following such mailing.
- 31.2 The contact for GBE will be the Monitoring Officer, specified in Paragraph 21 of the Grant Offer Letter, and the contact at the Grant Recipient will be the Approved Signatory.

32. Governing Law

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