

COVER SHEET

DATE: this Contract is dated: day of 202X (the “ Commencement Date ”)		
PARTIES		
<i>Funder</i>	means SOUTH WEST WATER LIMITED company incorporated in England and Wales with Companies House registration number 02366665 whose registered office is at Peninsula House, Rydon Lane, Exeter, Devon, EX2 7HR.	
<i>Recipient</i>	means [...TBC...] LIMITED company incorporated in England and Wales with Companies House registration number [...TBC...] whose registered office is at [...TBC...].	

a) BACKGROUND AND PROJECT		
i.	The Recipient submitted its Application to the Funder for the Grant in respect of the Project.	
ii.	The Funder agrees, subject to the terms and conditions of this Contract, to pay the Grant to the Recipient following the delivery of the Project by the Recipient.	
iii.	Project reference:	[...TBC...]

b) GRANT		
i.	“ Grant ” means [...TBC...], being the maximum amount payable by the Funder in respect of the Grant.	
ii.	“ Grant Period ” means such period of time as commences on, and includes, the Commencement Date and ends on [...TBC...].	
iii.	“ Optional Payment ” means [...TBC...], comprising [...X%...] of the total Grant. Whether or not the Funder shall make an Optional Payment shall be at the sole and full discretion of the Funder.	
iv.	If the Funder is to make an Optional Payment then the Funder agrees to effect transfer of such Optional Payment within sixty (60) days of the date of [...TBC...].	
v.	The Funder agrees to effect transfer of Grant, less the amount of any Optional Payment, within sixty (60) days of the date of approval by the Funder of the first	

report produced by the Recipient, in accordance with clause 5.2(a) of the Conditions.

TEMPLATE

Water Efficiency Business Innovation Fund - Grant Contract

c) This Contract comprises:

- i. the terms and conditions detailed in this Cover Sheet;
- ii. the terms and conditions detailed in the Conditions below; and,
- iii. the provisions detailed in the Application relating to the Grant and Project.

d) In case of conflict between the terms of any of the documents constituting this Contract, the order of precedence for the purpose of interpretation shall be:

- i. firstly, the terms and conditions under this Cover Sheet;
- ii. secondly, the terms and conditions under the Conditions; and,
- iii. lastly, the provisions under the Application.

e) The terms of this Contract apply to the exclusion of any other terms a Party may purport to impose or incorporate or which are implied by trade, practice, or course of dealing. The Parties waive any right which they might have to rely on such alternative terms and conditions.

This Contract has been entered into on the date stated at the beginning of the Cover Sheet to it.

Signed for and on behalf of the Funder by:	
Name:	
Position:	
Signature	

Signed for and on behalf of the Recipient by:	
Name:	
Position:	
Signature	

CONDITIONS

1. Interpretation

The following definitions and rules of interpretation apply in this Contract.

1.1 Definitions:

Applicable Laws: all applicable laws, statutes, regulations, regulatory guidance and codes from time to time in force.

Application: the Recipient's application to the Funder for the Grant in respect of the Project.

Anti-bribery Laws: all Applicable Laws relating to anti-bribery and anti-corruption, including the Bribery Act 2010 and any guidance or codes of practice issued by the government pursuant to or concerning the Bribery Act 2010.

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Change of Control: any change of control of the Recipient or any person who controls the Recipient. **Control** means the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and **controls** will be interpreted accordingly.

Code of Conduct: the code of conduct of Pennon Group PLC (being the holding company for the Funder), including any subsequent updates from time to time: *Code of Conduct | Pennon Group PLC*

Commencement Date: the date of the Contract, as stated at the top of the Cover Sheet.

Confidential Information: all information in any medium or format that one party discloses to the other party, whether before or after the Commencement Date, in connection with this Contract and which is designated as confidential or that ought reasonably to be considered to be confidential. It includes information of a confidential nature relating to the business, operations, plans, customers, suppliers, Intellectual Property Rights and know-how of the other party. It does not include information that:

- a) is or becomes publicly known (other than as a result of the receiving party's breach);
- b) can be shown by the receiving party to have been known to it on a non-confidential basis before disclosure by the disclosing party;
- c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is

not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or

d) is developed by or for the receiving party independently of the information disclosed by the disclosing party.

Contract: this contract between the Funder and the Recipient, which details the terms and conditions of the payment by the Funder of the Grant to the Recipient in respect of the Project, and which comprises the documents detailed in paragraph (c) of the Cover Sheet.

Data Protection Legislation: all Applicable Laws relating to the processing of personal data and privacy, including the UK GDPR, the Data Protection Act 2018 and the guidance and codes of practice issued by the Information Commissioner.

Default Event: an event or circumstance set out in clause 8.1.

Duplicate Funding: funding provided by a third party to the Recipient that is for the same purpose for which the Grant was made but which has not been declared to the Funder.

Financial Irregularity: has the meaning given in clause 6.2.

Funder: the party defined as the funder in the Cover Sheet to this Contract.

Grant: the sum or sums to be paid by the Funder to the Recipient in accordance with this Contract, as detailed in the Cover Sheet.

Grant Manager: the individual who has been nominated to represent the Funder for the purposes of this Contract.

Grant Period: as stated in the Cover Sheet.

Insolvency Event: means any one of the following events, where a party:

- a) stops carrying on all or a material part of its business, or indicates in any way that it intends to do so;
- b) is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986;
- c) becomes subject to a moratorium under Part A1 of the Insolvency Act 1986;
- d) becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
- e) becomes subject to a restructuring plan under Part 26A of the Companies Act 2006;
- f) becomes subject to a scheme of arrangement under Part 26 of the Companies Act;

- g) has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
- h) has a resolution passed for its winding up;
- i) has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
- j) has a freezing order made against it;
- k) is subject to any events or circumstances analogous to those listed in (a) to (j) above in any jurisdiction; or,
- l) takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures listed in (a) to (j) above including, for the avoidance of doubt, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.

Intellectual Property Rights: all patents, rights to inventions, trade marks, business names and domain names, rights in get-up and logos, copyrights, design rights, database rights, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications for registration and rights to apply for and be granted renewals or extensions of any of these rights 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.

Prohibited Act: means:

(1) committing any offence:

- a) under the Anti-bribery Laws;
- b) under legislation creating offences in respect of fraudulent acts; or
- c) at common law in respect of fraudulent acts in relation to this Contract; or,

(2) defrauding or attempting to defraud or conspiring to defraud the Funder.

Project: the Recipient's community water saving project, as described in the Recipient's Application to the Funder for the Grant.

Project Manager: the individual who has been nominated to represent the Recipient for the purposes of this Contract.

Representatives: a party's duly authorised directors, employees, officers, agents, professional advisers and consultants.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

VAT: value added tax chargeable in the UK.

- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality), and any Crown body.
- 1.3 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and includes all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.4 A reference to **writing** or **written** includes email but not fax.
- 1.5 Any words following the terms **including, include, in particular, for example** or any similar expression will be interpreted as illustrative and will not limit the sense of the words preceding those terms.
- 1.6 Unless expressly stated otherwise, references to a clause, paragraph, or schedule refer to a clause, paragraph, or schedule within this Contract.

2. Purpose, use, and payment of the Grant

- 2.1 The Recipient will use the Grant only for the delivery of the Project, in accordance with the terms and conditions set out in this Contract, and not for any other purpose without the prior written agreement of the Funder.
- 2.2 The Recipient will not make any material change to the Project without the Funder's prior written agreement.
- 2.3 The Recipient must not spend any part of the Grant on the delivery of the Project after the Grant Period without the prior written consent of the Funder.
- 2.4 The Recipient will be the sole recipient of the Grant. The Recipient will be responsible for managing the Grant as between itself and any third parties involved in performing the Project. This includes securing the re-payment of the Grant if requested by the Funder in accordance with this Contract.
- 2.5 Notwithstanding any other provisions within the Contract, the Funder will only pay the Grant (including any Optional Payment) if the Funder is satisfied that:
 - (a) the Grant monies will be used only in the delivery of the Project; and,
 - (b) monies comprising an Optional Payment (if any) have been used in the delivery of the Project.

- 2.1 In so far as permitted by law, the Funder will have no liability to the Recipient for any losses caused by a delay in the payment of the Grant to the Recipient however arising.
- 2.2 The parties acknowledge and agree that the Grant is not being allocated by the Funder as consideration for the provision of goods, services or works to the Funder.
- 2.3 The amount of the Grant will not be increased in the event of any over-spend by the Recipient in its delivery of the Project.
- 2.4 The Recipient must promptly re-pay to the Funder any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.
- 2.5 Subject to the rest of the provisions of this clause 2 and the Recipient's full compliance with the provisions of this Contract, the Funder will make the payment(s) in respect of the Grant to the Recipient as set out in Cover Sheet.
- 2.6 The Recipient will provide any proof of expenditure and other supporting documents or information that the Funder may require to process payment of the Grant (including the Optional Payment). The Funder reserves the right not to make any payments due in respect of the Grant where information requested is incomplete, incorrect, or submitted without the required supporting documents.

3. Other funding

- 3.1 Where the Recipient has obtained funding from a third party in relation to its delivery of the Project (including funding for associated administration and staffing costs) before the Commencement Date, the Recipient confirms that:
 - (a) it has declared this funding to the Funder and obtained the Funder's approval for it; and
 - (b) the amount of this funding is declared in the Application, together with a clear description of what that funding will be used for.
- 3.2 Where the Recipient intends to apply to a third party for other funding for the Project, it will notify the Funder in advance of its intention to do so and provide the Funder with details of the source, amount and purpose of that funding.
- 3.3 The Recipient must not apply for or spend any Duplicate Funding in respect of any part of the Project or any related administration costs that the Funder is funding in full under this Contract. The Funder may exercise its rights under clause 8 should

the Recipient do so and refer the Recipient to the police should it dishonestly obtain or attempt to obtain Duplicate Funding.

4. Accounts and records

- 4.1 The Recipient must ensure that the Grant is shown in its accounts as a restricted fund and is not included under general funds.
- 4.2 The Recipient will keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.
- 4.3 The Recipient will keep all invoices, receipts, accounts and other relevant documents relating to the expenditure of the Grant for a period of at least six (6) years following the expiry of the Grant Period.
- 4.4 The Recipient will provide the Funder with a copy of its annual accounts within six (6) months of the end of each financial year (being the period running from, and including, 1 April to and including 31 March in the following year) in which the Grant is paid.
- 4.5 The Recipient will comply, and facilitate the Funder's compliance, with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Funder.
- 4.6 At any time during the Grant Period and for no less than six (6) years after it, the Recipient will:
 - (a) permit any person authorised by the Funder reasonable access to its employees, agents, accounts, and records for the purpose of discussing, monitoring, and evaluating the Recipient's fulfilment of and/ or compliance with the conditions of this Contract; and,
 - (b) provide the Funder or any person authorised by the Funder, on request, with any information, explanations or documents that the Funder may reasonably require to establish that the Grant has been used properly in accordance with this Contract.

5. Monitoring and reporting

- 5.1 The Recipient will closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this Contract is being adhered to.
- 5.2 The Recipient will provide the Funder with:

- (a) a financial and operation progress report on the use of the Grant and delivery of the Project, including measured water savings delivered by the Project, at least every quarter or at other such intervals required by Funder and in such formats and containing such information as the Funder may reasonably require.
- (b) to provide SWW with a final report on the use of the Grant, including a summary of the measured water savings delivered by the Project, on completion of the Project or within a period agreed by both Parties to allow for the collection of any final measurement data required by Funder in such formats and containing such information as the Funder may reasonably require; and,

delay in providing the required information may lead to Grant payments being withheld, reduced or withdrawn.

- 5.3 Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient will include the amount of that funding in its financial reports together with details of what that funding has been used for.
- 5.4 During the Grant Period and for eighteen (18) months after it, the Funder may request, and the Recipient will provide, independent assurance that the Grant has been used for delivery of the Project. To satisfy this requirement, the Recipient will provide, if reasonably requested by the Funder (including where the Funder suspects that the Grant has been misused), an assessment and verification from an independent and appropriately qualified auditor certifying whether the Grant paid to the Grant Recipient was applied in accordance with this Contract.

6. Financial management

- 6.1 The Recipient must at all times comply with Anti-bribery Laws.
- 6.2 The Recipient must have sound administration and audit processes, including internal financial controls, to safeguard against fraud, theft, corruption, money laundering, terrorist financing or any other impropriety or mismanagement in connection with the administration of the Grant (**Financial Irregularity**).
- 6.3 The Recipient must notify the Funder of all cases of Financial Irregularity (whether proven or suspected) relating to the Project or in the use of the Grant as soon as they are identified. The Recipient will:
 - (a) explain to the Funder what steps are being taken to investigate the irregularity;
 - (b) keep the Funder informed about the progress of any investigation;

- (c) assist the Funder in any investigations it initiates; and
 - (d) refer the matter to external auditors or another third party if required to do so by the Funder.
- 6.4 If the Funder suspects any Financial Irregularity in relation to the Project, in addition to its other rights under this Contract, the Funder may do one or more of the following:
 - (a) suspend future payments of the Grant;
 - (b) insist that the Recipient addresses the Financial Irregularity; and
 - (c) require the Recipient to provide any assistance required by the Funder to recover misused Grant funds.

7. Acknowledgement and publicity

- 7.1 The Recipient must not make any public announcement or comment about, or publish any publicity material referring to, the Grant or the Funder without the prior written agreement of the Funder (not to be unreasonably withheld or delayed) BUT provided always that this does not in any way weaken or damage the reputation and image of the Funder.
- 7.2 The Recipient must acknowledge the support of the Funder, including an acknowledgement of the Funder as the source of the Grant, in:
 - (a) its annual report and accounts;
 - (b) any other materials that refer to the Project; and,
 - (c) any written or spoken public presentations about the Project.

Each acknowledgement must include the Funder's name and logo.

- 7.3 In using the Funder's name and logo, the Recipient must comply with all reasonable branding guidelines issued by the Funder from time to time.
- 7.4 The Funder may publicise the Grant and details of the Project, using the Recipient's name and logo and any information gathered from its initial Grant application or any reports submitted to the Funder under this Contract, without prior notice.
- 7.5 The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated or organised by the Funder.
- 7.6 The Recipient will comply with all reasonable requests from the Funder to facilitate visits and provide reports, statistics, photographs and case studies that will assist the Funder in its promotional and fundraising activities relating to the Project.

8. Withholding, reducing and repayment of Grant

8.1 The Funder's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Funder's other rights and remedies, the Funder may exercise its rights in clause 8.2 if:

- (a) the Recipient fails to comply with any of its obligations under Contract and that failure is material or persistent in the Funder's reasonable opinion;
- (b) the delivery of the Project does not start within six (6) months of the Commencement Date and the Recipient has failed to provide the Funder with a reasonable explanation (in the Funder's reasonable opinion) for the delay;
- (c) the Funder (acting reasonably) considers that the Recipient has not made satisfactory progress with the delivery of the Project;
- (d) the Recipient is, in the reasonable opinion of the Funder, delivering the Project in a negligent manner, which includes failing to prevent or report actual or anticipated Financial Irregularity;
- (e) the Recipient applies for or obtains Duplicate Funding for the Project;
- (f) the Recipient obtains funding from a third party which, in the reasonable opinion of the Funder, undertakes activities that are likely to bring the reputation of the Project or the Funder into disrepute;
- (g) the Recipient provides the Funder with any materially misleading or inaccurate information or any of the information provided as part of its application for grant funding is found to be materially misleading or inaccurate;
- (h) the Recipient commits or has committed a Prohibited Act;
- (i) the Funder determines (acting reasonably) that the Recipient or any Representative or member of the governing body of the Recipient has:
 - i. acted dishonestly or negligently at any time and to the detriment of the Funder; or,
 - ii. taken any actions which bring or are likely to bring the Funder's name or reputation into disrepute or which pose a risk to public money;
- (j) the Recipient transfers, assigns or novates Contract to any third party (or attempts to do so) without the Funder's consent;
- (k) the 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);

- (l) the Recipient becomes insolvent, 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 (other than for the purpose of a bona fide and solvent reconstruction or amalgamation), or it is unable to pay its debts as they fall due;
 - (m) any court, tribunal or independent body or authority of competent jurisdiction requires any Grant paid to be recovered due to a breach of:
 - i. any Applicable Laws relating to subsidy control; or
 - ii. the UK's obligations under any international agreement in relation to state subsidies; or,
 - (n) the Recipient breaches the Code of Conduct or fails to report an actual or suspected breach of the Code of Conduct by the Recipient or its Representatives; or,
 - (o) the Recipient undergoes a Change of Control which the Funder, acting reasonably, considers will be materially detrimental to the Project;
- and any of the aforementioned will comprise a "Default Event".

8.2 Where the Funder determines that a Default Event has or may have occurred, the Funder will notify the Recipient to that effect, setting out any relevant details and any action it intends to take or has taken. The Funder may, at its sole and full discretion, take any one or more of the following actions:

- (a) suspend or withhold payment of the Grant;
- (b) reduce the amount of the Grant;
- (c) require the Recipient to repay all or any part of the Grant previously paid to the Recipient;
- (d) terminate Contract.

8.3 If a Default Event has or may have occurred and the Funder believes it is capable of being remedied, the Funder will not exercise its rights under clause 8.2(c) or clause 8.2(d) unless the Recipient fails to rectify the default to the reasonable satisfaction of the Funder within the time period specified by the Funder. The Funder may conclude that a Default Event is a material failure, incapable of remedy or both where it is one of multiple Default Events that demonstrate (in the Funder's reasonable opinion) that the Recipient is unwilling to comply, or unable to comply, with the terms and conditions of Contract.

- 8.4 Wherever any sum of money is recoverable from the Recipient under Contract, the Funder may deduct that sum from any sums due to the Recipient under Contract or any other agreement with the Funder.
- 8.5 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with Contract, it will notify the Funder as soon as possible so that, if possible and without creating any legal obligation, the Funder will have an opportunity to provide assistance in resolving the problem or to take action to protect the Funder and the Grant monies.

9. Environment

- 9.1 The Recipient will carry out the Project with due regard to the protection of the environment, including by:
- (a) minimising waste, air and water pollution and the release of greenhouse gas emissions and other substances damaging to health and the environment;
 - (b) conserving the use of raw materials, water, energy and other resources;
 - (c) adopting circular economy and zero waste methods wherever possible, including by using recovered or recycled goods and environmentally friendly production methods; and
 - (d) limiting the Project's impact on biodiversity and nature.
- 9.2 The Recipient will take all possible precautions to ensure that any materials used in the Project do not contain any damaging or hazardous substances unless this is unavoidable in which case the Recipient must notify the Funder in advance of their use.

10. Insurance

- 10.1 The Recipient will, during the Grant Period and for a period of six (6) years after termination or expiry of Contract, effect and maintain adequate insurance with a reputable insurance company to cover claims under Contract and any other claims that may be brought against it in connection with the Project, including for death or personal injury, loss of or damage to property or any other loss (**Required Insurance**).
- 10.2 The Recipient will, upon request, supply to the Funder evidence from its insurers that the Required Insurance is in place and confirmation that the relevant premiums have been paid.

11. VAT

- 11.1 The Grant is not consideration for any taxable supply for VAT purposes.
- 11.2 If VAT is held to be chargeable in respect of Contract, all payments will be deemed to be inclusive of VAT and the Funder will not be obliged to pay any additional amount by way of VAT.

12. Duration

Contract will apply from the Commencement Date and continue until the expiry of the Grant Period unless it is terminated earlier in accordance with its terms.

13. Termination

- 13.1 Without affecting any other right or remedy available to it, a party (the “Injured Party”) may terminate Contract with immediate effect by giving written notice to the other party if:
- (a) there is a repudiatory breach by that other party of the terms of Contract which is not capable of remedy; or,
 - (b) there is a material breach of Contract by that other party which is capable of remedy but is not remedied within thirty (30) days from (but not including) the date of notice served by the Injured Party on the other party requesting that the other party remedy the breach; or,
 - (c) that other party is subject to an Insolvency Event.
- 13.2 Without affecting any other right or remedy available to it, the Funder may exercise its right to terminate this Contract pursuant to a Default Event and the Funder’s rights under the provisions of clause 8.2(d).

14. Consequences of termination or expiry

- 14.1 Any provision of Contract that expressly or by implication is intended to come into or continue in force on or after the expiry or termination of Contract will survive expiry or termination and continue in full force and effect, including but not limited to: the provisions of the Cover Sheet; clause 1 of the Conditions (Interpretation); clause 2 of the Conditions (Purpose, use, and payment of the Grant); clause 4 of the Conditions (Accounts and records); clause 5 of the Conditions (Monitoring and reporting); clause 6 of the Conditions (Financial Management); clause 7 of the Conditions (Acknowledgement and publicity); clause 8 of the Conditions (Withholding, reducing and repayment of Grant); clause 10 of the Conditions (Insurance); clause 14 of the Conditions (Consequence of termination or expiry); clause 15 of the Conditions (Funder); clause 17 of the Conditions (Intellectual property rights); clause 18 of the Conditions

(Confidentiality); clause 19 of the Conditions (Environmental information request); clause 20 of the Conditions (Data protection); clause 26 of the Conditions (Notices); clause 27 of the Conditions (Limitation of liability); and, clause 29 of the Conditions (Governing law).

- 14.2 Termination or expiry of Contract will be without prejudice to any rights or remedies accrued under it before termination or expiry. Nothing in Contract will prejudice the rights of the Funder to recover any amount of the Grant previously paid to the Recipient following termination or expiry.
- 14.3 Any liabilities arising at the end of the Project or on termination or expiry of Contract must be managed and paid for by the Recipient using its own resources. There will be no additional funding available from the Funder for this purpose. The Funder will not be liable to pay any of the Recipient's costs or those of any supplier of the Recipient related to any transfer or termination of employment of any employees engaged in the Project.

15. Funder

The Funder's involvement in the Project shall be limited to providing the Grant.

16. Conflicts of interest

The Recipient will not engage, and will ensure that none of its Representatives engage, in any personal, business or professional activity which conflicts or could conflict with any of its or their obligations in relation to Contract.

17. Intellectual Property Rights

- 17.1 All rights, title and interest in or to any Intellectual Property Rights owned by or licensed to the Funder or the Recipient before the Commencement Date, or developed by either party during the Grant Period, will remain the property of that party.
- 17.2 Other than as expressly set out in Contract, neither party will have any right to use any of the other party's Intellectual Property Rights without the other party's prior written consent.
- 17.3 The Recipient grants to the Funder a non-exclusive, perpetual, irrevocable, royalty-free, sub-licensable, worldwide licence to use all materials produced by the Recipient or its Representatives in relation to the Grant (including all reports provided to the Funder on the Grant).

- 17.4 Where the Funder has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including its name and logo), the Recipient must, on termination of Contract, cease to make any further use of those Intellectual Property Rights and return or destroy materials containing those Intellectual Property Rights as requested by the Funder.

18. Confidentiality

- 18.1 Each party undertakes that it will, during the term of Contract and for a period of two (2) years after termination or expiry of it, keep secret and confidential all Confidential Information of the other party and will not disclose that information to any person except where disclosure is expressly permitted by Contract or expressly authorised in writing by the other party.
- 18.2 The Recipient may disclose the Funder's Confidential Information to those persons who need to know that information for the purposes of carrying out the Project (**Permitted Recipients**). The Recipient must ensure that its Permitted Recipients are aware of and comply with its obligations of confidentiality in Contract. The Recipient must not, and must procure that its Permitted Recipients do not, use any of the Funder's Confidential Information for any purpose other than as necessary for the Project.
- 18.3 Nothing in this clause 18 prevents the Funder from disclosing any Confidential Information of the Recipient:
- (a) for the purpose of the examination and certification of its accounts or pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Funder has used its resources;
 - (b) to any public authority or any of its Representatives or suppliers, provided that the Funder only discloses the information which is necessary for the purpose concerned and requests that the information is treated in confidence where appropriate; or
 - (c) where disclosure is required by Applicable Law.

19. Environmental Information Request

- 19.1 The Recipient acknowledges that the Funder is subject to the requirements of the Environmental Information Regulations 2004 (*SI 2004/3391*) (**EIRs**). In this clause, **Request for Information** means a request for information or an apparent request under the EIRs.
- 19.2 The Recipient will:

- (a) provide all necessary assistance and co-operation as reasonably requested by the Funder to enable the Funder to comply with its obligations under the EIRs;
- (b) transfer to the Funder all Requests for Information relating to Contract that it receives as soon as practicable and in any event within two (2) Business Days of receipt;
- (c) provide the Funder with a copy of all information requested in the Request for Information which is in its possession or control in the form that the Funder requires within five (5) Business Days (or any shorter period that the Funder may reasonably specify) of the Funder's request for that information; and
- (d) not respond directly to a Request for Information unless authorised in writing to do so by the Funder.

19.3 The Recipient acknowledges that the Funder may be required under the EIRs to disclose information without consulting or obtaining consent from the Recipient. The Funder will take reasonable steps to notify the Recipient of a request for information that directly relates to the Recipient to the extent that it is permissible and reasonably practicable for it to do so. Notwithstanding any other provision in Contract, the Funder will be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the EIR.

19.4 The Recipient acknowledges and agrees that the Funder may:

- (a) publish Contract, including any changes to it, in any medium in its entirety (but with any Confidential Information redacted); and,
- (b) share details of the Grant, including the Recipient's name and the purpose of the Project, with the UK government and other public authorities and publish details of the Grant on government databases and public registers.

20. Data protection

20.1 In this clause, the terms **controller, data subject, personal data, personal data breach, processing** and **appropriate technical and organisational measures** have the meaning given to them in the Data Protection Legislation.

20.2 This clause sets out the framework for the sharing of personal data between the parties as controllers. The Funder may use personal data that the Recipient shares about its Representatives, business partners, and any other data subjects to administer the Grant and exercise its rights under Contract. The Recipient may use personal data that the Funder shares about its Representatives to manage the Grant and its relationship with the Funder. The personal data to be shared by one party

with the other party under this clause 20 is the **Shared Personal Data**. The permitted uses of Shared Personal Data set out in this clause 20 are the **Agreed Purposes**.

- 20.3 Each party will comply with all applicable requirements of Data Protection Legislation that arise in connection with the operation of Contract. In particular, each party will:
- (a) ensure that it has all necessary notices and consents and lawful bases in place to enable the lawful transfer of Shared Personal Data to the other party for the Agreed Purposes;
 - (b) ensure that it only shares personal data with the other party to the extent required in connection with the Grant;
 - (c) process the other party's Shared Personal Data only for the Agreed Purposes; and
 - (d) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Shared Personal Data received from the other party and against accidental loss or destruction of, or damage to, that personal data.
- 20.4 Each party will assist the other in complying with all applicable requirements of the Data Protection Legislation in relation to the Shared Personal Data. In particular, each party will:
- (a) provide the other party with reasonable assistance in complying with any request from a data subject to exercise any of their rights under Data Protection Legislation in relation to Shared Personal Data (**data subject rights request**);
 - (b) promptly inform the other party about the receipt of any data subject rights request where the request is directed to the other party or relates to its processing of personal data and forward the request to the other party;
 - (c) provide the other party with reasonable assistance in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, data protection impact assessments and consultations with the Information Commissioner or other regulators;
 - (d) notify the other party promptly [and in any event within 24 hours], on becoming aware of any personal data breach relating to Shared Personal Data provided by the other party and do all things reasonably necessary to restore security and assist the other party in mitigating the effects of the personal data breach and informing regulators and data subjects; and

- (e) not retain or process the other party's Shared Personal Data for longer than is necessary to perform Contract, unless otherwise required by Applicable Law.

21. Compliance with law

21.1 The Recipient must carry out the Project and its obligations under this Contract in accordance with all Applicable Laws, including but not limited to all Applicable Laws:

- (a) relating to equality or prohibiting any form of discrimination; or
- (b) concerning health and safety in relation to people working on the Project.

21.2 The Recipient must take all reasonable steps to ensure that its Representatives and all third parties, such as suppliers, engaged on the Project comply with all Applicable Laws in carrying out the Project.

22. Code of Conduct

22.1 The Recipient will comply with the Code of Conduct and ensure that its Representatives undertake their duties in connection with the Project in a manner consistent with the principles set out in the Code of Conduct.

22.2 The Grant Recipient will immediately notify the Funder if it becomes aware of any actual or suspected breach(es) of the principles outlined in the Code of Conduct.

23. Evaluation

The Funder may itself or through a third party evaluate the Project. The Recipient will, during and after the Project, co-operate with the Funder and any third-party evaluator by responding to requests for information about the Project and providing access to those of its Representatives involved in the Project.

24. Change of Control

The Recipient will notify the Funder as soon as the Recipient is aware (or should reasonably be aware) that it is undergoing or has undergone a Change of Control, provided that notification is permitted by Applicable Laws. The Recipient will ensure that its notice sets out full details of the Change of Control, including the circumstances explaining it.

25. Assignment

- 25.1 The Recipient may not, without the prior written consent of the Funder, assign, transfer, novate or in any other way dispose of the whole or any part of Contract to any third party.
- 25.2 The Funder is free to assign, transfer, novate, or in any other way dispose of the whole or any part of Contract to any third party.

26. Notices

- 26.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or,
 - (b) sent by email to the following addresses (or an address substituted in writing by the party to be served):
 - (i) Funder: XXX
 - (ii) Recipient: XXX
- 26.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the next Business Day after posting; or,
 - (c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
- 26.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

27. Limitation of liability

- 27.1 Subject to the provisions of clause 27.4, the Funder accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant, or from the withdrawal, withholding, suspension or reduction of the Grant.
- 27.2 The Recipient will indemnify the Funder against all liabilities, damages, losses (including loss of reputation), expenses and costs (including all interest, penalties,

legal costs (calculated on a full indemnity basis) and reasonable professional costs and expenses) suffered or incurred by the Funder in connection with:

- (a) the acts or omissions of the Recipient in relation to the Project;
- (b) the non-fulfilment of any obligations of the Recipient under Contract; or
- (c) the performance or non-performance of any obligation of the Recipient to any third party in relation to the Project.

27.3 Subject to clause 27.1 and clause 27.4 the Funder's liability under Contract is limited to the amount of the Grant outstanding (if any).

27.4 Notwithstanding any other provision within this Contract, nothing in this Contract limits or excludes any liability which cannot legally be limited at law.

28. Dispute resolution

28.1 In the event of any dispute between the parties (which does not relate to the Funder's right to withhold, reduce or recover funds or terminate Contract), the matter will first be referred for resolution to the Project Manager and the Grant Manager.

28.2 Should the dispute remain unresolved within fourteen (14) days of the matter being referred to the Project Manager and the Grant Manager, either party may refer the matter to a formal meeting between the Chief Executive of the Funder and the Chief Executive of the Recipient.

29. Governing law

Contract is governed by and will be construed in accordance with the law of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English courts.