

"Start Date" Means being the date that the Application was submitted by the Grant Recipient;

"Subsidy Control Rules" means the law embodied in the EU-UK Trade and Co-operation Agreement and all relevant legislation that this encompasses and all and any subsidy control system legislation currently in force or subsequently enacted by the UK Government

"VAT" means any value added tax as provided for in the Value Added Tax Act 1994 or any other tax of similar nature; and

"Working Day" means any day from Monday to Friday (inclusive) which is not a statutory bank holiday in England or the period between Boxing Day and New Year's Day (inclusive).

2. INTERPRETATION

2.1 In this Agreement:

2.1.1 reference to any statute or legislation shall include any statutory extension or modification, amendment or re-enactment of such statutes and include all instruments, orders, bye-laws and regulations for the time being made, issued or given thereunder or deriving validity therefrom;

2.1.2 reference to any clause, sub-clause, paragraph, sub-paragraph or schedule without further designation shall be construed as a reference to the clause, sub-clause, paragraph, sub-paragraph or schedule to this Agreement so numbered;

2.1.3 reference to "this Agreement" includes any variations made from time to time pursuant to the terms of this Agreement;

- 2.1.4 reference to “including” shall be construed so as not to limit the generality of any words or expressions in connection with which it is used;
- 2.1.5 reference to “determined” or “determine” means, unless the contrary is indicated a determination made at the discretion of the person making it;
- 2.1.6 where the consent approval or agreement of the Council is required pursuant to the terms of this Agreement, it shall not be construed as having been given unless provided in writing;
- 2.1.7 words importing one gender shall include both genders and the singular shall include the plural and vice versa; and
- 2.1.8 the headings in this Agreement shall not affect its interpretation.
- 2.2 In the event of a conflict between the following elements comprising this Agreement the priority shall prevail in the following descending order:
- 2.2.1 the conditions set out in the Project Specific Conditions at Schedule 1 of this Agreement;
- 2.2.2 the conditions set out in the main body of this Agreement;
- 2.2.3 the Application.
3. **GRANT**
- 3.1 In consideration of the Parties’ respective obligations contained in this Agreement the Council offers the Grant and the Grant Recipient accepts the Grant on the terms and conditions of this Agreement.
- 3.2 The Grant Recipient acknowledges and agrees that the Grant shall only be paid in respect of Eligible Expenditure and in accordance with the Project Programme. The Grant Recipient shall inform the Council immediately of any difficulty or reason why the Grant may not be applied in accordance with the Project Programme.
- 3.3 Eligible Expenditure excludes payments made by the Grant Recipient that are Not Eligible.
- 3.4 Subject to entering into this Agreement, the Grant may be used towards Eligible Expenditure that has been defrayed on or after the Start Date. For the avoidance of

doubt the Grant and the provisions of this Agreement shall apply to Eligible Expenditure beginning on the Start Date.

3.5 **Amount of Grant payable**

The total amount of Grant payable shall be _____ and shall be in accordance with the Contribution Rate, Clause 3.7 (Conditions precedent to the payment of Grant), Clause 4 (Grant Claims Procedure) and Schedule 1 (Project Specific Conditions) of this Agreement.

3.6 **Match Funding Arrangements**

3.6.1 The payment of the Grant is conditional upon the receipt by the Grant Recipient of the Match Funding or the Match Funding being Committed.

3.6.2 The Grant Recipient shall notify the Council in writing immediately of any failure by the Grant Recipient or a third party (as applicable) to make a contribution due under the Match Funding or any circumstance that affects or might affect the payment or availability of Match Funding

3.7 **Conditions precedent to the payment of the Grant**

The Council shall not make the first payment of Grant and/or any subsequent payment of Grant unless all of the following preconditions have been complied with:

3.7.1 the relevant Grant Claim is submitted to the Council in accordance with the procedure at Clause 4 (Grant Claim Procedure) of this Agreement;

3.7.2 the expenditure is Eligible Expenditure;

3.7.3 the Grant Recipient has satisfied the Council that the Grant Recipient has all funding needed to pay for expenditure in relation to the Project which is Not Eligible;

3.7.4 that Eligible Expenditure has been defrayed (that is that Eligible Expenditure has been incurred and that payment has been made by the Grant Recipient) in respect of any Eligible Expenditure to which an Grant Claim relates,

provided always that the payment of a Grant Claim shall not operate as a waiver of any of the obligations in this Clause 3.7 or exclude the right of the Council to exercise any of its rights under this Agreement.

4. **GRANT CLAIMS PROCEDURE**

4.1 The Grant Recipient shall make all Grant Claims in arrears, for each Instalment Period. Each Grant Claim is to be submitted within ten (10) Working Days of the end of the Instalment Period for which the Grant Claim is made.

4.2 The first Grant Claim made at the end of the first Instalment Period shall relate to all Eligible Expenditure incurred and paid by the Grant Recipient from the Start Date.

4.3 Each Grant Claim is to be submitted by email to the Council's Claims Officer Pam Preston at lgf.claims@businessinspiredgrowth.com (or such other alternative officer notified by the Council to the Grant Recipient from time to time). Each Grant Claim shall include accounting documents of verifiable value in such format and detail as may be acceptable to the Council relating to the amount claimed in such Grant Claim.

4.4 The Grant Recipient acknowledges that Grant Claims will be processed and paid by the Council following the end of each Instalment Period.

4.5 The Council will normally meet a Grant Claim within thirty (30) Working Days of the relevant Instalment Period, but this is subject to the Grant Recipient satisfactorily meeting any request from the Council for further particulars about the Eligible Expenditure specified in the Grant Claim or any other details provided for in the Grant Claim. The time for payment of the Grant Claim shall not be of the essence. The Council shall have no liability to the Grant Recipient for any Losses caused by a delay in the payment of a Grant Claim howsoever arising save in respect of Losses arising from delays in payments caused by the Council and that are unrelated in their entirety to any of the Grant Recipient's obligations under this Agreement.

4.6 The Grant Recipient must notify the Council promptly if at any time it becomes aware that it is unable to make a Grant Claim in accordance with the Expenditure Profile.

4.7 A progress report in respect of the Project must be submitted by the Grant Recipient with each Grant Claim, and at such other times as the Council may notify to the Grant Recipient.

4.8 By submitting a Grant Claim the Grant Recipient warrants to the Council that there is no Event of Default or Material Breach subsisting by reference to the facts and circumstances existing on the date of each Grant Claim.

5. **ACCEPTANCE OF GRANT TERMS**

5.1 The Grant Recipient accepts and agrees to all of the terms of this Agreement having made full and proper enquiry before giving the warranties contained in this Agreement.

5.2 The Grant Recipient acknowledges and agrees that the Grant has been offered to it to:

5.2.1 carry out the Project Activities specified within the Application and in accordance with the timescales set out in the Project Programme; and

5.2.2 achieve the Milestones and Project Outputs within the time limits set out in this Agreement; and

5.3 The Grant Recipient agrees with the Council that:

5.3.1 it shall not carry out any Project Activities upon the Site without having obtained all necessary Consents for such activities and in particular shall not carry out any works constituting development for which planning permission is required under the Town and Country Planning Act 1990 without having obtained detailed planning consent for such works, and shall if requested by the Council produce to it such documents or copy documents as the Council may require to demonstrate satisfaction of its obligations under this Clause 5.3 (Acceptance of Grant Terms); and

5.3.2 it shall at all times throughout the Project comply with all Consents including the relevant planning consent.

6. **GRANT RECIPIENT WARRANTIES**

6.1 The Grant Recipient warrants to the Council that the information provided by the Grant Recipient in the Application is accurate in all respects in relation to the Project having made proper and full enquiry in relation to the same. The Grant Recipient acknowledges that the Council and the LEP has relied upon and based their decision to offer and pay the Grant to the Grant Recipient on the representations

- 7.1.1 the Grant;
- 7.1.2 the Eligible Expenditure;
- 7.1.3 the Expenditure Profile;
- 7.1.4 the Milestones; and
- 7.1.5 the Project Outputs.

7.2 The Council and the LEP shall either agree to the Change request or reject the Change request within thirty (30) days of the date of the Change request.

7.3 Until such time as a Change is made in accordance with this Clause 7 (Changes to the Project), the Parties shall, unless otherwise agreed in writing, continue to perform this Agreement in compliance with its terms before such Change.

8. **SUBSIDY CONTROL**

[Note: Clauses to be amended in line with subsidy control assessment submitted by Grant Recipient]

8.1 The Grant Recipient has undertaken its own independent assessment of the compatibility of the Project with the Subsidy Control Rules and confirms to the Council that the Project is structured so it is compliant with the Subsidy Control Rules as further set out at paragraph 4 of Schedule 1 (Project Specific Conditions) and Annex 1 (Subsidy Control Assessment) to this Agreement. The Grant Recipient acknowledges that the Council has taken into account the Grant Recipient's representations on compliance with the Subsidy Control Rules in deciding to offer the Grant to the Grant Recipient for the Project.

8.2 The Grant Recipient warrants that the Grant and any public investment in the Project does not constitute unlawful Subsidy Control as defined in the Subsidy Control Rules and, without prejudice to the general nature of this, the Grant Recipient further warrants that:

- 8.2.1 the Grant Recipient's use of the Grant (including any flow down of the Grant) will at all times be in accordance with the Subsidy Control Rules;
- 8.2.2 the Grant Recipient will openly procure and/or benchmark (as appropriate and compliant) all contractors and operators that will be involved in the

delivery of the Project and shall comply with all applicable UK Procurement Requirements including but not limited to the Public Contract Regulations 2015 where relevant at all times in relation to the Project to the extent required by Law;

8.2.3 the Grant Recipient shall procure and maintain the necessary expertise and resources to deliver the Project in accordance with the Subsidy Control Rules for the full term of the Project;

8.2.4 the Grant Recipient shall retain all documentation in relation to the Grant for a minimum of twelve (12) years after the final Grant Claim is paid. Such documentation may be held in either paper records or electronic form;

8.2.5 in the event that the Grant or part of it is determined by a court of the United Kingdom or any other judicial body appointed by the UK Government to amount to a Subsidy in breach of the Subsidy Control Rules and the Court or other Judicial body decides that it shall take all necessary measures to recover the Grant (in full or in part) from the Grant Recipient, the Grant Recipient shall, to the extent the decision of the Court or other judicial body requires repayment of all or part of the Grant received by the Grant Recipient, immediately repay such proportion of the Grant to the Council plus interest in accordance with the recovery decision and without set-off or deduction

8.2.6 in the event of any proposed variation to this Agreement including its Schedules the Grant Recipient shall submit all information required by the Council for the purposes of ensuring the Grant complies with the Subsidy Control rules in force on the date of the proposed variation and the Grant Recipient will repeat and reconfirm the warranties, representations and undertakings set out in this Agreement and any additional confirmation required by the Council in any variation documentation. No variation to this Agreement including its Schedules shall be agreed by the Council if the variation would result in the Grant failing to comply with the Subsidy Control Rules.

8.3 The Grant Recipient acknowledges and agrees that it is responsible for ensuring that its use of the Grant and all aspects of the Project are in accordance with the Subsidy Control Rules. The Grant Recipient hereby indemnifies the Council (its

employees, agents and representatives) on demand from and against all Losses, whether direct or indirect, in respect of a breach of the Subsidy Control Rules and/or which arise out of or in consequence of a breach of any part of this Agreement.

8.4 The Grant Recipient acknowledges that the Council may be obliged to assist government departments in respect of this Agreement and the Grant. The Grant Recipient shall fully co-operate with the Council in the provision of such information.

8.5 The Grant Recipient shall ensure that a clear audit trail is in place and retained in accordance with clause 8.2.4.

9. **BEST VALUE AND PROCUREMENT**

9.1 The Grant Recipient shall ensure that best value for money is obtained in the procurement of all works, goods and services that form part of the Eligible Expenditure for the Project.

9.2 The Grant Recipient shall comply with all applicable UK Procurement Requirements at all times in relation to the Project to the extent required by Law.

10. **REPORTS, MONITORING, RECORDS AND NOTIFICATION**

10.1 **Submission of reports**

10.1.1 The Grant Recipient shall send to the Council at quarterly intervals (or at such other intervals as notified by the Council to the Grant Recipient in writing) a report on progress made towards the achievement of the Milestones, Project Outputs and financial statements for Eligible Expenditure on the Project.

10.1.2 At the request of the Council, the Grant Recipient shall provide the Council with a detailed reconciliation report on the applicable Key Milestone Date for the purposes of calculating and verifying any over-subsidy of the Grant that may have arisen during the term of the Project. The reconciliation report shall detail:

10.1.2.1 the total forecast Eligible Expenditure for the Project (in accordance with the Expenditure Profile);

10.1.2.2 the total Eligible Expenditure actually incurred and paid on the Project by the Grant Recipient or on the Grant Recipient's behalf;

10.1.2.3 the total value of Grant received by the Grant Recipient; and

10.1.2.4 the value of any over-subsidy of Grant received by the Grant Recipient due to the total actual Eligible Expenditure incurred and paid on the Project being lower than the forecast Eligible Expenditure resulting in the Grant having been paid at a rate exceeding the Contribution Rate.

10.1.3 The Grant Recipient shall provide such additional information in such format as the Council may require at any time. This includes information about the progress of the Project Activities, the achievement of the Milestones and Project Outputs, information relating to Grant Claims and any other information required to enable the Council to meet its reporting obligations and other obligations under the Subsidy Control Rules.

10.1.4 The Grant Recipient warrants the accuracy of the reports and information it gives pursuant to this Clause 10 (Reports, Monitoring, Records and Notification) and further warrants that it has diligently made full and proper enquiry of the subject matter pertaining to the reports and information given.

10.2 **Notification by the Grant Recipient**

The Grant Recipient shall notify the Council in writing:

10.2.1 as soon as practicable thereafter, firstly in the event of any Change in the information on costs (whether actual or estimated) of carrying out the Project Activities contained in the Application and secondly of any event which materially affects the continued accuracy of such information;

10.2.2 as soon as practicable thereafter, in the event of the receipt of any other Public Sector Financial Assistance, other funding or guarantees by the Grant Recipient in relation to the Project, or an offer of the same, in respect of any aspect of the Project or the Project Activities (or any part of it or them);

10.2.3 as soon as practicable thereafter, of any event which might adversely affect the carrying out and/or Completion of the Project Activities or any part of them;

10.2.4 as soon as practicable thereafter, of any event which might adversely affect the delivery of the Project by the Agreed Project Completion Date; and

10.2.5 immediately on the occurrence of an Event of Default.

10.3 **Records**

10.3.1 The Grant Recipient shall provide the Council with such information and documentation as the Council may require in connection with the Project from the date of this Agreement to the date on which the Grant Recipient has fulfilled all its obligations under this Agreement.

10.3.2 The Grant Recipient shall keep a record of all Eligible Expenditure, all quotes, tenders and procurement practices, and all financial contributions made towards the Project.

10.3.3 The Grant Recipient shall provide to the Council such information as may be requested by the Council or the LEP as to the benefits derived from the provision of the Grant for the Project.

10.4 **Retention of documents**

10.4.1 The Grant Recipient shall ensure that all original documents in its possession relating to the Project and its implementation and financing are retained for a minimum period of twelve (12) years from Completion.

10.4.2 The Grant Recipient shall make available all original documents or verified true copies of the original documents relating to the Project and its implementation and financing (including all procurement documentation) if and when required to do so by the Council and the LEP and their respective auditors and any statutory successors.

10.5 **Conflicts of interest and financial irregularities**

10.5.1 The Grant Recipient and all officers, employees and other persons engaged or consulted by the Grant Recipient in connection with the

Project shall not be in a position where there is a conflict of interest. The Grant Recipient is required to have formal procedures obliging all such persons to declare any actual or potential personal or financial interest in any matter concerning the Project, and to be excluded from any discussion or decision-making relating to the matter concerned.

10.5.2 If the Grant Recipient has any grounds for suspecting any financial impropriety in the use of any amount paid under this Agreement, it must notify the Council immediately, explain what steps are being taken to investigate the suspicion, and keep the Council informed about the progress of the investigation. For these purposes, "financial impropriety" includes fraud or other impropriety; mismanagement; and use of the Grant for improper purposes.

10.5.3 The Council and the LEP shall be entitled to interview employees of the Grant Recipient if fraud or other financial irregularity is suspected by the Council or the LEP on the part of the Grant Recipient, its employees or agents in connection with the Project.

11. ACCOUNTING RECORDS AND SUPPORTING EVIDENCE

11.1 The Grant Recipient shall maintain full and accurate accounts and documentary evidence for the Project on an open book basis and the Grant Recipient shall permit the Council and the LEP and persons authorised by the Council and the LEP to inspect audit and take copies of all reports books accounting records and vouchers which the Council and the LEP properly considers relevant to the Project.

11.2 The Grant Recipient shall maintain either a separate accounting system or an adequate accounting code for all transactions relating to the Project without prejudice to national accounting rules.

11.3 The Grant Recipient shall provide the Council and the LEP with such other information as the Council and the LEP may require in connection with the Project and the Project Activities.

12. RIGHTS RESERVED FOR BREACH OF THIS AGREEMENT, TERMINATION AND INDEMNITIES

12.1 Rights reserved for the Council for breach of this Agreement

Where the Council determines that an Event of Default or a Material Breach has or may have occurred, the Council may by written notice to the Grant Recipient take any one or more of the following actions:

- 12.1.1 suspend the payment of Grant for such period as the Council shall determine; and/or
- 12.1.2 reduce the value of the Grant in which case the payment of the Grant shall thereafter be made in accordance with the reduction as notified to the Grant Recipient;
- 12.1.3 cease to make payments of the Grant to the Grant Recipient under this Agreement and (in addition) require the Grant Recipient to repay to the Council the whole or any part of the amount of the Grant previously paid to the Grant Recipient; and/or
- 12.1.4 terminate this Agreement.

12.2 Opportunity for the Grant Recipient to remedy an Event of Default

12.2.1 If the Council gives written notice to the Grant Recipient pursuant to Clause 12.1.1 (above) to suspend payment of the Grant such notice shall specify the relevant Event of Default and give the Grant Recipient an opportunity to rectify the relevant Event of Default within such period as the Council shall determine to be reasonable and as shall be set out in such written notice (or such extended period as the Council shall thereafter determine).

12.2.2 The Council shall not by reason of the occurrence of an Event of Default which is, in the opinion of the Council, capable of remedy, exercise its rights under either Clause 12.1.3 or Clause 12.1.4 (above) unless the Grant Recipient has failed to rectify the default pursuant to Clause 12.2.1 within such period referred to in Clause 12.2.1 to the satisfaction of the Council.

12.3 Continued rights of actions or remedies of the Council

The exercise by the Council of its rights under Clause 12.1 (Rights reserved for the Council in relation to an Event of Default) (above) shall be without prejudice to any

other right of action or remedy of the Council in respect of any breach by the Grant Recipient of the terms of this Agreement.

12.4 Cessation of entitlement to the Grant

If the Council exercises its right under Clause 12.1.3 (Rights reserved for the Council in relation to an Event of Default) (above) the Council shall give written notice to the Grant Recipient that the Council is ceasing to make payment of the Grant and from the date of such notice the Council shall cease to be under any obligation to pay any amount of the Grant to the Grant Recipient and shall have no ongoing or continuing obligations in respect of the Project under this Agreement.

12.5 Liability to meet demand for repayment of Grant and Covenant to Pay

12.5.1 Where the Council requires the Grant Recipient to repay any amount of the Grant, the Grant Recipient shall repay the amount concerned within fifteen (15) Working Days of receiving the demand for repayment. The liability to meet such a demand shall be enforceable as a contractual debt.

12.5.2 Where the Council makes a determination to recover any amount of the Grant, it may recover the amount concerned by withholding or deducting the amount from any sum due from the Council to the Grant Recipient under this Agreement or under any other agreement with the Council.

12.5.3 The Council may require interest to be paid on any amount repayable by the Grant Recipient at the rate of 3% a year above the base rate of Barclays Bank plc from time to time, but at 3% a year for any period when the base rate is below 0%. The amount of interest payable by the Grant Recipient will be determined by the Council.

12.6 Exclusion and Limitation of Liability

12.6.1 Neither Party shall be liable to the other Party (so far as permitted by law) for indirect special or consequential loss or damage of any nature in connection with this Agreement which shall include, without limitation, any

loss of or damage to profit, revenue, contracts, anticipated savings, goodwill or business opportunities whether direct or indirect.

12.6.2 Each Party shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which the relevant Party is entitled to bring a claim against the other Party pursuant to this Agreement.

12.6.3 The Council shall under no circumstances whatever be liable to the Grant Recipient whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any Losses arising under or in connection with this Agreement.

12.6.4 Any clause limiting the Grant Recipient's liability does not apply in relation to any recovery order in respect of the Grant for breach of the Subsidy Control Rules.

12.7 **Termination of this Agreement**

12.7.1 The Parties acknowledge and agree that this Agreement shall terminate in accordance with its terms.

12.7.2 Any termination of this Agreement for any reason shall not affect any accrued rights or liabilities of either Party, nor the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination including without limitation clauses on warranty, indemnity, limitation of liability and confidentiality or any right or entitlement of either Party to claim damages arising from such termination (subject to and in accordance with the provisions of this Agreement).

12.7.3 The Grant Recipient acknowledges and agrees that the Council and the LEP shall have no ongoing or continuing obligations in relation to the Project upon the termination of this Agreement.

12.8 **Indemnities**

12.8.1 The Grant Recipient shall indemnify and keep indemnified the Council against all liabilities, damages, expenses, Losses and costs incurred or suffered by the Council arising out of or attributable to the acts or

omissions of the Grant Recipient or any of its employees, agents or sub-contractors in connection with this Agreement.

13. **REPAYMENT OF OVER-SUBSIDY OF GRANT**

Where the reconciliation report provided by the Grant Recipient in accordance with Clause 10.1.2 (above) has identified an over-subsidy of the Grant (determined by the Council in its absolute discretion), the Council shall be entitled to recover the over-subsidy of Grant by requiring the Grant Recipient to repay the value of over-subsidy to the Council in accordance with Clause 12.5 (above).

14. **CONFIDENTIALITY**

14.1 Except to the extent set out in this Clause 14 (Confidentiality) or where disclosure is expressly permitted elsewhere in this Agreement, each Party shall:

14.1.1 treat the other Party's Confidential Information as confidential and safeguard it accordingly; and

14.1.2 not disclose the other Party's Confidential Information to any other person without that Party's prior written consent.

14.2 Clause 14.1 (above) shall not apply to the extent that:

14.2.1 such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA, "Code of Practice on Access to Government Information" or the Environmental Information Regulations pursuant to Clause 15 (Freedom of Information) of this Agreement;

14.2.2 such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

14.2.3 such information was obtained from a third party without obligation of confidentiality;

14.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or

- 14.2.5 it is independently developed without access to the other Party's Confidential Information.
- 14.3 The Grant Recipient may only disclose the Council's and/or the LEP's Confidential Information to the Grant Recipient Personnel who are directly involved in the Project and who need to know the information, and shall ensure that such Grant Recipient Personnel are aware of and shall comply with these obligations as to confidentiality.
- 14.4 The Grant Recipient shall not, and shall procure that the Grant Recipient Personnel do not, use any of the Council's and/or the LEP's Confidential Information received otherwise than for the purposes of this Agreement.
- 14.5 Nothing in this Agreement shall prevent the Council and/or the LEP from disclosing the Grant Recipient's Confidential Information:
- 14.5.1 to any consultant, contractor or other person engaged by the Council or the LEP in respect of the Project;
 - 14.5.2 to enable the Council and the LEP to meet their reporting obligations and other obligations under the Subsidy Control Rules for the purpose of any audit pursuant to Clause 11 (Accounting Records and Supporting Evidence) of this Agreement; or
 - 14.5.3 for the purpose of the examination and certification of the Council's accounts.
- 14.6 The Council shall use all reasonable endeavours to ensure that any person to whom the Grant Recipient's Confidential Information is disclosed pursuant to Clause 14.5 (above) is made aware of the Council's obligations of confidentiality.

15. **FREEDOM OF INFORMATION**

- 15.1 The Parties acknowledge that each of them is subject to the requirements of the "Code of Practice on Access to Government Information", FOIA and the Environmental Information Regulations and they agree to assist and cooperate with each other to enable them to comply with their respective Information disclosure obligations.

15.2 Where a Party (the “**Receiving Party**”) receives a Request for Information in relation to the other Party (the “**disclosing Party**”), the Receiving Party shall and, in the case of the Grant Recipient, shall procure that any relevant sub-contractors shall:

15.2.1 within two (2) Working Days of receiving a Request for Information pass the Request for Information to the Disclosing Party;

15.2.2 provide the Disclosing Party with a copy of all Information in its possession or power in the form that the Disclosing Party reasonably requires within three (3) Working Days (or such other period as the Council may specify) of the Request for Information; and

15.2.3 provide all necessary assistance as reasonably requested by the Disclosing Party to enable them to respond to the Request for Information within the time for compliance set out in Section 10 of the FOIA or Regulation 5 of the Environmental Information Regulations (as applicable).

15.3 The Parties acknowledge and agree that the Disclosing Party shall be responsible for determining (notwithstanding any other provision in this Agreement or any other agreement) whether any Information is exempt from disclosure in accordance with the provisions of the Code of Practice on Government Information, FOIA or the Environmental Information Regulations. In the event that the Parties are jointly subject to a Request for Information the Council shall be responsible for determining whether that Information is exempt from disclosure.

15.4 The Parties acknowledge and agree that (notwithstanding the provisions of this Clause 15 (Freedom of Information)) either Party may, acting in accordance with the Department of Constitutional Affairs’ Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of FOIA (the “Code”) be obliged under the FOIA or the Environmental Information Regulations to disclose information concerning the Grant Recipient or the Project Activities:

15.4.1 in certain circumstances without consulting the other Party; or

15.4.2 following consultation with the other Party and having taken its views into account,

provided always that where Clause 15.4.1 applies the relevant Party shall in accordance with any recommendations of the Code take reasonable steps to give

the other Party advanced notice, or failing that draw the disclosure to the other Party's attention after any such disclosure.

16. **ASSIGNMENT OR CHARGING OF THIS AGREEMENT**

16.1 The Grant Recipient shall not, without the prior written consent of the Council, assign its rights under this Agreement or charge the benefit of this Agreement or novate the rights and liabilities of this Agreement to a third party.

16.2 If the Grant Recipient wishes to assign, charge or novate its rights and liabilities under this Agreement, it shall give as much notice as possible of its proposals to the Council and shall provide a full account of relevant circumstances and such further particulars as the Council shall request concerning the party to which this Agreement is proposed to be assigned, novated or charged.

16.3 The Council shall determine as to whether or not to give consent to an assignment or novation or charging of this Agreement or as to any conditions to be imposed.

16.4 If the Council consents to an assignment, charge or novation, then the Council may notify the Grant Recipient that the documentation giving effect to the assignment, charge or novation is to be approved by the Council and copies of all completed documents shall be supplied to the Council upon completion of the same.

17. **DATA PROTECTION**

17.1 The Parties shall, at their own cost, comply at all times with Data Protection Legislation and shall not perform any of their obligations under this Agreement in such a way as to cause the other Party to breach any of its applicable obligations under Data Protection Legislation.

17.2 The Grant Recipient shall and shall ensure that the Grant Recipient Personnel shall, in performing its obligations under this Agreement, comply in all respects with the Data Protection Legislation.

17.3 The Grant Recipient shall and shall ensure that the Grant Recipient Personnel shall not do or permit anything to be done which might jeopardise or contravene the Council's and the LEP's compliance with the Data Protection Legislation

18. **NOTICES**

18.1 Any notice demand or communication to be given or served under this Agreement shall be in writing.

18.2 Any notice demand or communication to be given or served under this Agreement shall be given or served:

18.2.1 in the case of notice to be served upon the Council, by personal delivery or by sending it by pre-paid recorded postal delivery to the address specified in this Agreement for the attention of the Council's Representative or to such other address as may from time to time be notified by the Council; and

18.2.2 in the case of notice to be served upon the Grant Recipient, by personal delivery or by sending it by pre-paid recorded postal delivery to the address specified in this Agreement for the attention of the Grant Recipient's Representative or such other address as may from time to time be notified by the Grant Recipient to the Council.

18.3 Any such notice shall (where sent by post) be deemed to have been served and received on the second Working Day following the day of posting and where delivered personally be deemed to have been given when delivery is made.

19. **VALUE ADDED TAX**

19.1 The payment of the Grant by the Council under this Agreement is believed to be outside the scope of VAT but in the event any VAT shall become chargeable all payments shall be deemed to be inclusive of all VAT and the Council shall not be obliged to pay any additional amount by way of VAT.

19.2 All sums or other consideration payable to the Grant Recipient or provided by the Grant Recipient to the Council 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 the Council in addition to such sums or other consideration pay to the Council all the VAT so payable upon the receipt of a valid VAT invoice.

20. **GOOD FAITH AND COOPERATION**

20.1 The Grant Recipient covenants with the Council that:

20.1.1 it shall at all times act with the utmost good faith towards the Council and the LEP (as applicable) and shall at all times co-operate fully with the Council and the LEP (as applicable) in relation to this Agreement;

Schedule 1
Project Specific Conditions

1. **Amount of Grant**

The amount of Grant payable under this Agreement shall not exceed the maximum sum of _____ and has been determined as _____ % of the Eligible Expenditure (being the "Contribution Rate").

2. **Council's Representative and Grant Recipient's Representative**

The Council and the Grant Recipient have appointed the following representative to act as the principal contact for this Agreement:

Council's Representative	Grant Recipient's Representative

All correspondence including any notices served pursuant to Clause 18 (Notices) of this Agreement should be made to the Council's Representative and the Grant Recipient's Representative (as appropriate).

3. **Instalment Periods**

The instalment period for the payment of the Grant shall be quarterly ("**Instalment Periods**"). The first instalment period shall end upon full execution of this Agreement or no later than _____.

4. **Subsidy Control**

The Grant Recipient has undertaken an evaluation of the Project and concluded that the Grant for the Project Activities is consistent with the Subsidy Control Rules .A copy of the Grant Recipient's Subsidy Control assessment for the Project is attached at Annex 1 (Subsidy Control Assessment) to this Agreement

5. **Key Milestone Dates**

6.1 Without prejudice to Clause 3.6 (Match Funding Arrangements) of this Agreement, the Grant Recipient agrees that at the date of this Agreement it has approved and available to it Match Funding of

for the Project to be allocated as follows:

6.2

Funding Contributions	2019/2020	2020/21	2021/22	Total
YNY Local Enterprise Partnership (LEP)	£		£0	
Other capital funding	£0		£0	
Total	£0		£0	

6.3 The Grant Recipient shall provide evidence to the Council and the LEP to confirm the Match Funding is fully Committed prior to submitting the first Grant Claim.

6.4 The Grant Recipient acknowledges and accepts that if it fails to provide evidence to the satisfaction of the Council and the LEP in accordance with paragraph 6.2 of these Project Specific Conditions (above) such failure shall be treated as an Event of Default pursuant to Clause 12 (Rights Reserved for Breach of this Agreement, Termination and Indemnities).

Schedule 2

Project Eligible Expenditure and Expenditure Profile

EXAMPLE

**Schedule 3
Project Outputs**

EXAMPLE

Schedule 4
The Application

EXAMPLE

Annex 1

Subsidy Control Assessment

[Applicant's subsidy control assessment to be inserted here]

EXAMPLE