

1. Schedule 1: Terms and Conditions

Public Building Retrofit fund Terms and Conditions

These terms and conditions will govern the relationship between Greater Manchester Combined Authority of 1st Floor, Tootal Buildings, 56 Oxford Street, Manchester, M1 6EU (the "**GMCA**") and [INSERT RECIPIENT NAME AND REGISTERED ADDRESS] (the "**Recipient**") in connection with the provision of the Public Building Retrofit fund (the "Fund") Grant by GMCA to the Recipient.

These terms and conditions shall apply to and be incorporated into the Grant Offer Letter and should be read in conjunction with the Grant Offer Letter. These terms and conditions, the Grant Offer Letter and its schedules shall together constitute the **Agreement**.

1. Definitions and interpretation

- 1.1. In these terms and conditions, the following terms shall have the following meanings:

Authorising Official: the person appointed by the Recipient, and whose identity is approved by the GMCA, who is responsible for ensuring that the Recipient uses the Grant in compliance with the Agreement and who has the authority to sign official and legal information.

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

Building Contract: the contract to design and/or complete the design of and build the Project.

Business Day: a day (other than a Saturday, Sunday or public holiday) on which commercial banks are open for general business in London.

Change of Control: means the sale of all or substantially all the assets of a party to the Agreement; any merger, consolidation or acquisition of a party to the Agreement 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 to the Agreement in one or more related transactions.

Confidential Information: any information (however conveyed, recorded or preserved) disclosed by a party to the Agreement or its personnel to another party of the Agreement (and/or that party's personnel) whether before or after the date of the Agreement, including:

- (a) any information that ought reasonably be considered to be confidential (whether or not it is so marked) relating to:
 - (i) the business, affairs, customers, clients, suppliers or plans of the disclosing party; and
 - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party.
- (b) any information derived from any of the above, but not including information which:
 - (i) was public knowledge at the time of disclosure (otherwise than by breach of the Agreement; or
 - (ii) was in the possession of the receiving party, without restriction as to its disclosure, before receiving it from the disclosing party; or

- (iii) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- (iv) is independently developed without access to the Confidential Information.

Dangerous Substance: any radioactive emission, noise or natural or artificial substance (whether in the form of a solid, liquid, gas or vapour, including any controlled, special, hazardous, toxic, radioactive or dangerous substance or waste), the generation, transportation, storage, treatment, use or disposal of which (whether alone or in combination with any other substance) gives rise to a risk of causing harm to any living organism or damaging the Environment or public health or welfare.

Data Protection Legislation: all applicable data protection legislation and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426); and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data and the privacy of electronic communications.

Deleterious Material: any material, equipment, product or kit that is generally accepted, or generally suspected, in the construction industry at the relevant time as:

- (a) posing a threat to the health and safety of any person;
- (b) posing a threat to the structural stability, performance or physical integrity of the Project, or any part or component of the Project;
- (c) reducing, or possibly reducing, the normal life expectancy of the Project or any part or component of the Project; or

- (d) not being in accordance with any relevant British standard, relevant code of practice or good building practice.

Distribution Network Operator: A licensed company that owns, operates and develops the electrical distribution network that connects the high voltage transmission grid to end users.

Eligible Expenditure: the expenditure incurred, or to be incurred, by the Recipient during the Grant Period for the purposes of delivering the Project in accordance with the Project Programme, Grant Application and the Agreement, and which comply in all respects with the eligibility rules set out in Clause 5 of these Terms and Conditions.

Environment: the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media.

Environmental Information Regulations means the Environmental Information Regulations 2004

Environmental Law: all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes insofar as they relate to or apply to the Environment.

Evidence of Need: such evidence requested by the GMCA which the GMCA considers, in its absolute discretion, provides it with a sufficient level of assurance to demonstrate that the Grant will be used for Eligible Expenditure.

Final Commissioning: The integrated application of a set of engineering techniques and procedures to check, inspect and test every operational component of the project: from individual functions (such as instruments and equipment) up to complex amalgamations (such as modules, subsystems and systems). Commissioning activities in the broader sense are applicable to all phases of the project from the basic and detailed design, procurement, construction and assembly until the final handover of the unit to the owner, sometimes including an assisted operation phase.

FOIA means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

UK GDPR: as defined in section 3(10) of the Data Protection Act 2018 (DPA 2018), supplemented by section 205(4)).

Governing Body: the governing body of the Recipient including its directors or trustees.

Grant: the sum specified in the Grant Offer Letter, to be paid to the Recipient in accordance with the Agreement.

Grant Application: the application for the Grant, submitted by the Recipient to the GMCA, which incorporates the Grant Application Support Notes, a copy of which is attached at Schedule 7 to the Grant Offer Letter.

Grant Application Support Notes: any notes or documentation supporting the Recipient's application for the Grant.

Grant End Date: the date referred to as the 'Grant End Date' in the Grant Offer Letter.

Grant Offer Letter: the letter from the GMCA to the Recipient, setting out the basis upon which the Grant will be provided to the Recipient.

Grant Period: the period for which the Grant is awarded starting on the Grant Start Date and ending on the Grant End Date.

Grant Start Date: the date referred to as the 'Grant Start Date' in the Grant Offer Letter.

Guidance: the GMCA's accompanying guidance document to assist applicants when applying to the Fund which can be accessed [here](#).

Intellectual Property Rights: all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.

Know-How: information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

Information: the meaning given to it in s84 of the FOIA.

Measures: the individual items of design, construction or other building works which are necessary to achieve Practical Completion, as contained within the Project Programme.

Necessary Consents: any planning permission required for the Project, any environmental licences and any other authorisation under any other statute, bye-law or regulation of any competent authority that is reasonably necessary to enable the works on the Project to be lawfully commenced, carried out or completed.

Payment Date(s): the date or dates on which a Grant is made or is to be made.

Payment Request: a request for payment of a Grant, or part of a Grant, in the form set out at Schedule 5 (*Payment Request*) to the Grant Offer Letter.

Personal Data: shall have the same meaning as set out in the Data Protection Legislation.

Practical Completion: the date on which the certificate of practical completion (or the equivalent evidence of practical completion of works) of the Project is properly issued in accordance with the terms of the Building Contract.

Procurement Regulations: the Procurement Act 2023, Procurement Regulations 2024, Public Contracts Regulations 2015, Concession Contracts Regulations 2016, Defence Security Public Contracts Regulations 2011 and the Utilities and Contracts Regulations 2016 together with their amendments, updates and replacements from time to time and all applicable law relating to public procurement.

Prohibited Act:

- (a) offering, giving or agreeing to give to any servant of the Crown any gift or consideration of any kind as an inducement or reward for:
 - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Agreement or any other contract with the Crown; or
 - (ii) showing or not showing favour or disfavour to any person in relation to the Agreement or any other contract with the Crown;
- (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 Agreement or any other contract with the Crown; or

(iv) defrauding or attempting to defraud or conspiring to defraud the Crown.

Project: the project or projects operated by the Recipient to assist in the reduction of energy use or the switch to, or enabling works in preparation for, a cleaner heat source, as set out in the Grant Application and the Grant Offer Letter.

Project Programme: the detailed timetable for delivery and completion of the Project including a breakdown of the Measures and the cost of such Measures, as set out in the Grant Application and the Grant Offer Letter.

Public Sector Body: anybody within England and that is a 'public authority' as defined by the Procurement Act 2023. A 'public authority' is a organisation either wholly or mainly funded out of public funds, or subject to public authority oversight, and does not operate on a commercial basis

Recipient: the person named as such in the Grant Offer Letter.

Request for Information: a request for information relating to this Agreement and/or the provision of the Project under the FOIA or Environmental Information Regulations.

Retention Costs: a sum of money held by the employer as a safeguard for any defective or non-conforming work by the contractor, to provide security against the contractor's failure to complete any outstanding work, remedy any defects or damage, and in respect of any other liability of the contractor to the employer. It is usually a

percentage of the total payment, and is held until the contract is fulfilled and the employer is satisfied with the work.

Special Purpose Vehicles (SPVs): are separate legal entities created to fulfil narrow, specific or temporary objectives. A formal definition is 'The Special Purpose Vehicle is a fenced organisation having limited pre-defined purposes and legal personality'. A Public Sector Body may decide to set up an SPV with the sole/primary objective to aid in the delivery of projects. This must be disclosed at the stage that an application is made for grant funding and specific evidence to support claims will be requested. SPVs may also be referred to as subsidiaries, and for the purpose of these terms and conditions are one and the same.

Specific Conditions: any specific conditions set out at Schedule 2 (*Specific Conditions*) to the Grant Offer Letter.

Terms and Conditions: these terms and conditions.

VAT: value added tax payable by virtue of the Value Added Tax Act 1994 and any similar tax from time to time in addition to it, replacing it or performing a similar fiscal function.

- 1.2. In the event of any inconsistency between the Grant Offer Letter and these Terms and Conditions, the provisions of the Grant Offer Letter shall prevail. In the event of any inconsistency between these Terms and Conditions and any Specific Conditions, the provisions of the Specific Conditions shall prevail.
- 1.3. Headings do not affect the interpretation of these Terms and Conditions.

- 1.4. Any reference to the GMCA in these Terms and Conditions includes references to its successors, transferees or assignees.
- 1.5. A reference to a law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.6. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.7. A reference to a Clause is a reference to a clause of these Terms and Conditions.
- 1.8. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.9. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

2. Purpose of Grant

- 2.1. The Recipient shall use the Grant only for the delivery of the Project in accordance with the Project Programme, the Grant Application and the Agreement. The Grant shall not be used for any other purpose without the prior written agreement of the GMCA.

- 2.2. The Recipient shall not make any significant change to the Project, or the Project Programme without the GMCA's prior written agreement issued in a grant amendment letter. the GMCA cannot guarantee payment for any significant changes made prior to this written agreement.
- 2.3. The Grant is being provided to the Recipient in consideration for the Recipient agreeing to deliver the Project and agreeing to comply with the Agreement.

3. Payment of the Grant

- 3.1. Subject to Clause 17 of these Terms and Conditions, the GMCA shall pay an amount not exceeding the Grant in advance of the Grant End Date and in accordance with the Project Programme, subject to:
 - 3.1.1. the Recipient providing the GMCA with Evidence of Need;
 - 3.1.2. the Evidence of Need demonstrating that the Eligible Expenditure was incurred in the financial year it is being claimed.
 - 3.1.3. the Evidence of Need demonstrating that the Eligible Expenditure was incurred by the Recipient prior to the Payment Request.
 - 3.1.4. the GMCA receiving a completed Payment Request signed by the Authorising Official on behalf of

the Recipient no later than 21 Business Days before the proposed Payment Date;

3.1.5. the GMCA receiving all documents and information, clearly outlining and itemising costs incurred at each location, which it may, in its absolute discretion, request from the Recipient;

3.1.6. the further conditions precedent that on each Payment Date:

- a) the GMCA is satisfied, in its absolute discretion, that the confirmations provided by the Authorising Official on behalf of the Recipient in the Payment Request are true and accurate;
- b) the GMCA is satisfied, in its absolute discretion and subject to Clause 3.6 below, that the remaining Grant to be provided is sufficient to meet the remaining costs required for delivery of the Project in accordance with the Project Programme;
- c) the GMCA is satisfied, in its absolute discretion and where relevant, the Recipient has provided the GMCA the evidence needed to meet any Specific Conditions which have a due date prior to the date of the Payment Request; and
- d) the GMCA is satisfied that all Specific Conditions are resolved prior to the Recipient requesting the final Payment Request;

- 3.2. No Payment Request shall be submitted before the Grant Start Date.
- 3.3. No Payment will be made for Eligible Expenditure undertaken after the Grant End Date unless it is to fund Final Commissioning, Distribution Network Operator works or Retention costs, and this has previously been agreed by the GMCA in writing.
- 3.4. No Grant shall be paid unless and until the GMCA is satisfied that such payment will be used for Eligible Expenditure.
- 3.5. In the event of any overspend by the Recipient in its delivery of the Project outside of the sums set out in the Project Programme, the amount of such overspend shall be met by the Recipient from its own funds.
- 3.6. The Grant shall be paid into a bank account in the name of the Recipient, the details of which shall be notified to the GMCA prior to the first Payment Request, which must be an ordinary business bank account.

The Recipient shall promptly repay to the GMCA any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) 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.

4. Use of the Grant

- 4.1. The Grant shall be used by the Recipient for the delivery of the Project in accordance with the Project Programme, the Grant Application and in accordance with the Agreement. For the avoidance of doubt, the amount of the Grant that the Recipient may spend on any item of Eligible Expenditure listed in the Project Programme shall not, without prior written agreement of the GMCA, exceed the forecasted amounts as listed in the Project Programme .
- 4.2. The Recipient shall not use the Grant to or in respect of:
 - 4.2.1. make any payment to members of its Governing Body;
 - 4.2.2. purchase buildings or land;
 - 4.2.3. pay for any expenditure commitments of the Recipient entered into before the Grant Start Date, unless this has been approved in writing by the GMCA ; and/or
 - 4.2.4. and financial instruments, i.e. engaging in a contract, agreement or any obligation giving rise to an asset and liability relationship including (not an exhaustive list) surety bonds and hedges and any relevant instrument as defined in Article 3 of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 and any other applicable law of guidance.

- 4.3. The Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period, unless clause 3.3 applies.
- 4.4. Should any part of the Grant remain unspent at the end of the Grant Period or should any part of the Grant be provided for items of Eligible Expenditure which subsequently cost less than forecasted in the Project Programme, the Recipient shall, unless otherwise agreed in writing by the GMCA , ensure that any unspent monies are returned to the GMCA.
- 4.5. Where the Recipient enters into a contract with a third party in connection with the Project, the Recipient will remain responsible for paying that third party. the GMCA has no responsibility for paying the invoices of third parties.
- 4.6. Onward payment of the Grant and the use of sub-contractors shall not relieve the Recipient of any of its obligations under the Agreement.
- 4.7. Any liabilities arising at the end of the Project, and which are not otherwise incorporated within the Project Programme, including but not limited to any redundancy liabilities for staff employed by the Recipient to deliver the Project, must be managed and paid for by the Recipient using other resources of the Recipient and not using the Grant. There will be no additional funding available from the GMCA for this purpose.

5. Eligibility Rules

- 5.1. the GMCA will only pay the Grant in respect of Eligible Expenditure incurred by the Recipient to deliver the Project and the Recipient will use the Grant solely for delivery of the Project in accordance with the Project Programme.
- 5.2. The only costs/payments that will be classified as Eligible Expenditure are those specific items of expenditure set out in the Project Programme.
- 5.3. Notwithstanding any items of expenditure set out in the Project Programme, the Recipient may not use the Grant to meet any of the following payments:
 - 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 Recipient from HMRC;
- 5.3.6. payments for activities of a political or exclusively religious nature;
- 5.3.7. contributions in kind;
- 5.3.8. interest payments or service charge payments for finance leases;
- 5.3.9. gifts;
- 5.3.10. entertaining (meaning anything that would be a taxable benefit to the person being entertained, according to current UK tax regulations);
- 5.3.11. statutory fines, criminal fines or penalties, civil penalties, damages or any associated legal costs;
- 5.3.12. costs incurred in giving evidence to Parliamentary Select Committees;
- 5.3.13. costs incurred in attending meetings with government ministers or civil servants to discuss the progress of the Project;
- 5.3.14. costs incurred in responding to public consultations or costs incurred in lobbying other people to respond to any such consultation;

- 5.3.15. costs incurred in providing independent evidence-based advice to local or national government as part of the general policy debate;
- 5.3.16. payments for works or activities which the Recipient has a statutory duty to undertake, or that are fully funded by other sources;
- 5.3.17. bad debts to related parties;
- 5.3.18. payments for unfair dismissal or other compensation;
- 5.3.19. depreciation, amortisation or impairment of assets owned by the Grant Recipient; and/or
- 5.3.20. liabilities incurred before the Grant Start Date unless expressly included in the Project Programme.
- 5.3.21. any payment for costs a SPV, Subsidiary or third party will incur outside of the Grant Period, with the exception of Distribution Network Operator, retention and commissioning costs.

6. Authorising Official

- 6.1. The Recipient must appoint an Authorising Official who is responsible for ensuring that the Recipient uses the Grant in compliance with the Agreement.
- 6.2. The Authorising Official must:

- 6.2.1. maintain oversight of the Recipient's use of the Grant and safeguard, control and ensure the efficient, economical and effective management of the Grant;
- 6.2.2. advise the Recipient on the discharge of the Recipient's responsibilities under the Agreement;
- 6.2.3. ensure that principles of probity, robust governance, transparency and value for money are maintained at all times in relation to the utilisation of the Grant;
- 6.2.4. be responsible for signing each Payment Request;
- 6.2.5. ensure that conflicts of interest are avoided; and
- 6.2.6. be responsible for informing the GMCA with immediate effect, in the event of long absence or leaving the organisation, by providing the name and contact information for the delegated authority or a replacement Authorising Official.

7. Covenants

- 7.1. In consideration of the Grant being given, the Recipient undertakes to the GMCA :

- 7.1.1. Not to use the Grant otherwise than in respect of the Project, not to use the Grant in a way that does not comply with subsidy control rules in the United Kingdom (where relevant – refer Clause 10), to subsidise any

economic activity, and, in particular, not to use the Grant to generate revenue or capital gain, or to make any of the payments set out in Clause 5.3;

7.1.2. that it will respond fully, promptly and truthfully (to the best of its knowledge) to any enquiries that the GMCA may make about the Project and/or use of the Grant within 10 working days of receipt;

7.1.3. to ensure that the works on the Project are completed, and the design, construction and development of the Project is undertaken, in a proper and workmanlike manner, using materials of good quality which are fit for their respective purposes, and in accordance with:

- a) the Project Programme and Grant Application;
- b) the Necessary Consents and all applicable authorisations and laws;
- c) the Building Contract and any other contracts and agreements relating to the completion of the Project.

7.1.4. that it shall properly and diligently monitor the work on the Project during the Grant Period, and for such period after Practical Completion as the GMCA shall reasonably specify, to ensure that the Grant is being used appropriately and the Project continues to produce, or will in the future produce, the energy

savings and CO2 reductions envisaged and agreed with the GMCA;

7.1.5. that it shall keep a full, accurate and proper auditable record of the progress of the Project, including all Eligible Expenditure and other costs incurred in relation to the Project and the present and future effectiveness of the Project in delivering energy savings and CO2 reductions, and shall provide such information, evidence and assistance as is reasonably required, and in such form as specified, by the GMCA including, but not limited to, any information relating to the amount of CO2 savings and cost effectiveness of such savings expected to be attained during and after Practical Completion of the Project.

7.1.6. where reasonably specified by the GMCA, it shall ensure that any information or evidence provided under the Agreement is audited by an identified and independent reporting accountant or otherwise confirmed or verified by a person of such other relevant expertise;

7.1.7. that it shall not create, or permit to subsist any mortgage, charge (whether floating or specific), pledge, lien or other security interest on any of its undertaking, property or assets comprised or utilised in the Project without prior notification to the GMCA.

7.1.8. that it will ensure at all times that it has appropriate auditing arrangements in place in relation to the Grant and its use, which shall include, but shall

not be limited to, keeping and maintaining full and accurate records and evidence of the use of the Grant, including expenses defrayed, and of any third parties indirectly benefitting from the Grant, in particular contractors, manufacturers and installers of equipment installed as part of the Project;

7.1.9. that it will ensure that no Dangerous Substance has been deposited, disposed of, kept, treated, processed, manufactured, used, collected, sorted or produced at any time, or is present in the Environment, in connection with the Project in circumstances that are likely to result in a breach of Environmental Law;

7.1.10. that it will ensure that no professional engaged on the Project has specified or used anything in the work on the Project that, at the time of specification or use, was a Deleterious Material;

7.1.11. that it will retain the records maintained under Clause 7.1.5 for a period of not less than twelve (12) years from the Grant End Date and shall allow the GMCA (and where necessary the Department) access to such records;

7.1.12. that it will provide the GMCA with any updated information and documentation relating to the cost of delivering the Project, the expected energy savings and CO2 reduction and any expected or anticipated changes required to the Measures or Project Programme, as soon as it becomes aware of the same;

- 7.1.13. that all estimates, forecasts and projections provided by the Recipient, or on its behalf, to the GMCA in connection with the Project or the Project Programme have been prepared with due care and skill, are based on information known to it and reasonably expected to be relevant, and are subject only to such assumptions and qualifications as are expressly made;
- 7.1.14. to cause Practical Completion to occur by no later than the Grant End Date and otherwise in accordance with the Project Programme and Grant Application;
- 7.1.15. that if during the Grant Period the Practical Completion is expected to occur after the Grant End Date, that the costs incurred after the Grant End Date shall be met by the Recipient from its own funds, with written consent from the GMCA;
- 7.1.16. that it will comply with any Specific Conditions; that it will provide the GMCA the evidence requested to resolve the Specific Conditions in the time specified set out in Schedule 2;
- 7.1.17. that it will maintain or cause to be maintained in full force and effect adequate insurances in respect of all its assets comprised or utilised in the Project against all risks and contingencies;
- 7.1.18. that it will ensure that all professional consultants and/or contractors involved in carrying out works on the

Project hold and maintain appropriate professional indemnity insurance cover in relation to the services carried out or to be carried out and that the Recipient obtains copies of the relevant certificates;

7.1.19. that it will contribute funding equivalent to other costs identified outside the Grant that are submitted as part of the Grant Application and awarded Grant.

8. Accounts and records

- 8.1. The Recipient shall keep accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it. The Grant Recipient will account for the grant funding within a dedicated project cost code in their accounting system, separate from other sources of income or expenditure.
- 8.2. The Recipient shall keep all invoices, receipts and accounts and any other relevant documents relating to the Project and the expenditure of the Grant for a period of at least six years following the Grant End Date. The GMCA shall have the right to review, at the GMCA's request, the Recipient's accounts and records that relate to the Project and the expenditure of the Grant and shall have the right to take copies of such accounts and records.
- 8.3. The Recipient shall ensure that all its sub-contractors retain each record, item of data and document relating to the Project for a period of at least twelve (12) years from the Grant End Date.

- 8.4. The Recipient shall comply and facilitate the GMCA's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and Salix.

9. Monitoring and reporting

- 9.1. The Recipient shall closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the Agreement is being adhered to.
- 9.2. The Recipient acknowledges that the GMCA may monitor the Project to ensure that the Project fulfils all requirements specified by the GMCA, including providing the energy savings and CO2 reductions envisaged and agreed with the GMCA at the outset of the Project.
- 9.3. On or before the 15th day of each calendar month during the Grant Period, the Recipient must provide the GMCA with a report, containing the information set out in Schedule 4 of the Grant Offer Letter (*Monthly Monitoring Report*) including an updated Forecast, as of the 10th day of the calendar month, together with copies of all invoices, cost breakdowns or other evidence of the total costs and expenses incurred since the previous report.
- 9.4. Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient shall include the amount of such funding in the reports provided pursuant to Clause 9.4 together with details of what that funding has been used for.

- 9.5. Along with its first report provided pursuant to Clause 9.4 the Recipient shall provide the GMCA with a risk register and insurance review in the format requested by the GMCA. The Recipient shall address the health and safety of its staff in the risk register. The Recipient shall assess and document the risk of fraud, error and irregularity in the risk register, considering the full project life cycle risks, including procurement, contractors and project output.
- 9.6. The Recipient shall on request provide the GMCA with such further information, explanations and documents as the GMCA may reasonably require in order for it to establish that the Grant has been used properly in accordance with the Agreement.
- 9.7. The Recipient shall permit any person authorised by the GMCA such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of the Agreement and shall, if so required, provide appropriate oral or written explanations from them.
- 9.8. The Recipient shall, if so requested by the GMCA, permit any person authorised by the GMCA for the purpose to visit the Recipient once every quarter to monitor the delivery of the Project. Where, in its reasonable opinion, the GMCA considers that additional visits are necessary to monitor the Project, it shall be entitled to authorise any person to make such visits on its behalf.

- 9.9. The Recipient shall provide the GMCA with a final report with sufficient evidence to demonstrate that the project has met all the conditions set out in the Grant Offer Letter and that the project has met the requirements for final commissioning.
- 9.10. The Recipient will operate the equipment installed through the project in the manner intended and in line with the carbon savings calculations submitted to the GMCA.
- 9.11. In each of the first three years from the date of Practical Completion, the Recipient shall provide the GMCA with a report outlining the effectiveness of the Project in delivering energy savings and CO2 reductions, and containing such other information and evidence as is reasonably requested by the GMCA in relation to the Project.
- 9.12. The Recipient will provide an approved letter of authority to permit the GMCA or any third party intermediaries to access the Recipient's energy consumption data for six years from the date of Practical Completion as detailed in the Guidance.
- 9.13. The Recipient represents and undertakes (and shall repeat such representations on delivery of the relevant report or information):
- 9.13.1. that the reports and information it gives pursuant to this Clause 9 are accurate;

9.13.2. that it has diligently made full and proper enquiry of the matter pertaining to the reports and information given; and

9.13.3. that any data it provided pursuant to the Grant Application may be shared within the powers conferred by legislation with other organisations for the purpose of preventing or detecting crime.

9.14. From the date of Practical Completion, a post-completion monitoring survey may be sent to the Recipient for the purposes of evaluation.

10. Receipt of other funding sources

[NOTE: subsidy control wording will depend on (i) whether the Grant qualifies as a GMCA subsidy for the purpose of the UK Subsidy Control Regime, and if so (ii) whether the GMCA subsidy is being awarded as a direct or an indirect subsidy]

10.1. The Recipient is prohibited from accepting any other public sector or European funding in relation to the Project without first obtaining the prior written consent of the GMCA and the Recipient shall not claim or use any part of the Grant for any purpose other than the delivery of the Project.

10.2. The Recipient shall comply with the subsidy control rules applicable in the United Kingdom in relation to the delivery of the Project at the time this Grant Offer Letter is signed (including, but not limited to, the World Trade Organisation Agreement on Subsidies and Countervailing Measures; the

Subsidy Control Act 2022 (SCA); the UK-EU Trade and Co-operation Agreement; and the UK's other Free Trade Agreements) and shall ensure that the delivery of the Project shall not put the GMCA in breach of such subsidy control rules.

- 10.3. The Recipient acknowledges and represents to the GMCA that the Grant is being awarded on the basis that the Project, and related work being undertaken using the Grant, do not affect trade in goods and electricity between Northern Ireland and shall ensure that the Grant is not used in way that affects any such trade.
- 10.4. The Recipient is required to obtain and retain all declarations and information as may be required to enable the Recipient to comply with the relevant subsidy control rules, including the Subsidy Control Act 2022, and to provide copies of such declarations and information to the GMCA when required to do so.

Option A [Where the Grant does not qualify as a GMCA Subsidy]

- 10.5. Where no subsidy is being awarded the Recipient acknowledges and accepts that the Grant is awarded on the basis that the activities being undertaken to deliver the Project are, and will remain, non-economic activities. The 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.

Or

Option B [Where the Grant is awarded as a direct GMCA Subsidy to the Recipient]

10.5. Where the Grant is awarded as a direct subsidy (as described in the Guidance) due to the economic activity in the Recipient's Grant Application and declaration attached in Schedule 8 of the Grant Offer Letter and the Recipient will ensure the provisions of paragraph 10 are complied with during the Grant Period.

Or

Option C [Where the Grant includes an element of "category 1" indirect GMCA subsidy (in the form of energy bill savings) to an enterprise other than the Recipient]

10.5. Where the Grant is awarded as a category 1 indirect subsidy in the form of energy bill savings (as described in the Guidance), the Recipient is responsible for ensuring all enterprises who receive indirect subsidy from the Grant comply with the completed energy savings cap declaration attached in Schedule 8 of the Grant Offer Letter. This includes responsibility for quantifying the 'actual' amount of energy bill savings that occur, and the recovery of 'actual' energy bill savings that cause an enterprise to contravene the declaration. Any Grant awarded as a category 1 indirect subsidy must be made in accordance with the Minimal Financial Assistance (MFA) procedure as set out in the SCA.

Or

Option D [Where the Grant includes an element of “category 2” indirect GMCA subsidy (grant funded measures installed in buildings owned an enterprise other than the Recipient and leased to the Recipient)]

10.5. Where the Grant is awarded as a category 2 indirect subsidy in the form grant funded measures installed in buildings owned by an enterprise leased to the public sector (as described in the Guidance), the Recipient shall abide by the terms of the Financial Recovery Agreement signed by the Recipient, the GMCA, and the landlord, which is the beneficiary of the subsidy, as a condition for the provision of funding as detailed in the Grant Offer Letter.

Or

Option E [Where the Grant includes an element of “category 3” indirect GMCA subsidy (grant funded measures installed in a Private Finance Initiative (PFI) building and leased to the Recipient)]

10.5 Where the Grant is awarded as a category 3 indirect subsidy in the form of grant funded measures installed in Private Finance Initiative (PFI) buildings (as described in the Guidance), the Recipient:

- i. is responsible for ensuring all enterprises who receive indirect subsidy from the Grant comply with the completed energy savings cap declaration attached in Schedule 8 of the Grant Offer Letter. This includes responsibility for quantifying the ‘actual’ amount of

energy bill savings that occur, and the recovery of 'actual' energy bill savings that cause an enterprise to contravene the declaration; and

- ii. shall abide by the terms of the Financial Recovery Agreement signed by the Recipient, the GMCA, and the landlord, which is the beneficiary of the subsidy, as a condition for the provision

10.6 Where any Grant is awarded by the GMCA as MFA subsidy, the Grant is awarded on the basis that, in respect of any economic activity delivered in connection with the Grant, it is exempt from certain sections of the SCA by virtue of section 36(1) of the SCA and subject to the conditions set out in the subsidy control schedule of the Grant Offer Letter and the Minimal Financial Assistance Declaration Form attached in Schedule 8 of the Grant Offer Letter.]

10.7 The Recipient shall maintain appropriate records of compliance with the relevant subsidy control regime and shall take all reasonable steps to assist the GMCA to comply with their obligations to maintain such records and respond to any proceedings or investigation(s) into, or in connection with, the Grant and/or Project by any relevant court or tribunal of relevant jurisdiction or regulatory body.

10.8 The Recipient shall, if requested by the GMCA, repay to the GMCA, any Grant, plus interest, made in contravention of the applicable subsidy control rules.

10.9 The Recipient accepts that the GMCA may exercise the options referred to in paragraph 10.8 where the GMCA:

10.9.1 is required to cease grant funding or to recover all, or any proportion, of the Grant or any other amount by virtue of a decision of a court or any equivalent body as a result of the relevant subsidy control rules which apply in domestic UK law; or

10.9.2 has reasonable grounds to consider that the payment of the Grant, or the Recipient's use of it, contravenes any requirement of law, in particular (but without limitation) the relevant subsidy control rules which apply in domestic UK law.

11. Acknowledgment and publicity

11.1. The Recipient shall not publish any material referring to the Project or the GMCA without the prior written agreement of the GMCA. Any draft media must be shared with the GMCA before engaging with the media. the GMCA reserves the right to add quotes and other information as necessary. The Recipient shall acknowledge the support of the GMCA, in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by the GMCA) shall include the GMCA's name using the materials provided by the GMCA from time to time.

11.2. In using the GMCA's name and logo, the Recipient shall comply with all reasonable branding guidelines issued by the GMCA from time to time.

- 11.3. The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the GMCA.
- 11.4. The GMCA may acknowledge the Recipient's involvement in the Project and the Scheme as appropriate without prior notice.
- 11.5. The Recipient shall comply with all reasonable requests from the GMCA to facilitate visits, provide reports, statistics, photographs and case studies that will assist the GMCA in its promotional and fundraising activities relating to the Project.
- 11.6. The Recipient shall seek permission prior to including any reference to the GMCA in any external facing branding. The Recipient shall acknowledge the GMCA in this external facing branding, including hoardings, using the templates and logos supplied by the GMCA. The Recipient shall follow the supplied brand guidelines at all times.

12. Intellectual Property Rights

- 12.1. The GMCA and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the GMCA or the Recipient before the Grant Start Date or developed by either party during the Grant Period, shall remain the property of that party.

- 12.2. Where the GMCA has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient shall, on termination of the Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the GMCA.

13. Confidentiality

- 13.1. Except where disclosure is expressly permitted under the Agreement, each party shall treat all Confidential Information of the other as confidential and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of the Agreement or save as expressly authorised in writing by the other party.
- 13.2. The obligation of confidentiality contained in this clause shall not apply or shall cease to apply where:
- 13.2.1. at the time of its disclosure by the disclosing party the Confidential Information is already in the public domain or which subsequently enters the public domain other than by breach of the terms of the Agreement by the receiving party;
- 13.2.2. Confidential Information is already known to the receiving party as evidenced by written records at the

time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or

13.2.3. Confidential Information is at any time after the date of the Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party; or

13.2.4. Confidential Information is required to be disclosed by applicable law (including but not limited to the Freedom of Information Act 2000).

14. Freedom of information

14.1. The Recipient acknowledges that the GMCA is subject to the requirements of the FOIA and the Environmental Information Regulations.

14.2. Where the GMCA receives a Request for Information in relation to Information that the Recipient is holding on its behalf and which the Recipient does not hold itself the GMCA shall refer to the Recipient such Request for Information that it receives as soon as practicable and in any event within five Working Days of receiving a Request for Information and the Recipient shall:

14.2.1. provide all necessary assistance and cooperation as reasonably requested by the GMCA to enable the GMCA to comply with its obligations under the FOIA and Environmental Information Regulations.

14.2.2. provide the GMCA with a copy of all information relating to the Request for Information which is in its possession or control in the form that the GMCA requires within 5 working days (or such other period as the GMCA may reasonably specify) of the GMCA's request for such information; and

14.3. The Recipient acknowledges that the GMCA may be required under the FOIA and Environmental Information Regulations to disclose information without consulting or obtaining consent from the Recipient. the GMCA shall take reasonable steps to notify the Recipient of a request for information (in accordance with the Cabinet Offices' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, July 2018) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in the Agreement) the GMCA shall be responsible for determining in its absolute discretion whether any information should be withheld from disclosure in accordance with the FOIA and/or the Environmental Information Regulations

15. Data protection

15.1. Both Parties will comply with all applicable requirements of and all their obligations under the Data Protection Legislation which arise in connection with the Agreement.

16. Procurement of Capital Equipment, Goods and Services

- 16.1. The procurement of all works, equipment, goods and services required to deliver the Project must be carried out in accordance with the Recipient's internal procurement guidelines and financial regulations, and with all applicable laws including the Procurement Regulations. The GMCA shall not be liable for the Recipient's failure to comply with its obligations under such guidelines, regulations or laws.
- 16.2. The Recipient may be required to provide evidence to the GMCA of the procurement activity undertaken to select suppliers and contractors, and the contracts in place, to ensure that it aligns with the terms of this Agreement.

17. Withholding, suspending and repayment of Grant

- 17.1. Without prejudice to the GMCA's other rights and remedies, the GMCA may at its discretion reduce, withhold or suspend payment of all or any part of the Grant and/or require repayment of all or part of the Grant if:
- 17.1.1. the Recipient has used, or intends to use, all or any part of the Grant for purposes other than those for which the Grant has been awarded;
- 17.1.2. the Recipient provides the GMCA with any materially misleading or inaccurate information and/or any of the information provided in the Grant Application; in any subsequent correspondence, or discovered in any way is found to be incorrect or incomplete to an extent that the GMCA considers to be significant;

- 17.1.3. the Recipient commits or committed a Prohibited Act or fails to report a Prohibited Act to the GMCA, whether committed by the Recipient or a third party, as soon as they become aware of it;
- 17.1.4. any member of the Governing Body, employee, volunteer or agent of the Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of the GMCA, bring or are likely to bring the GMCA's name or reputation into disrepute (and actions include omissions in this context) or (c) transferred, assigned or novated the Grant to a third party or (d) failed to act in accordance with all applicable laws;
- 17.1.5. 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);
- 17.1.6. 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, or it is unable to pay its debts as they fall due;
- 17.1.7. in the sole opinion of the GMCA, the Grant has been used for non-compliant subsidy;

17.1.8. in the sole opinion of the GMCA, there is a financial irregularity within the Recipient which is not rectified within the timescale provided by the GMCA;

17.1.9. the Recipient undergoes a Change of Control which the GMCA, acting reasonably, considers:

a) will be materially detrimental to the completion of the Project and/or;

b) causes, or would cause, the Recipient to be in breach of the Agreement;

c) would raise national security concerns; or

17.1.10. the Recipient fails to comply with the Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure.

17.1.11. the Recipient does not provide the GMCA the evidence requested to resolve the Specific Conditions in the time specified set out in Schedule 2.

17.1.12. the Recipient fails to provide accurate forecasts for their payments to the GMCA, in their monthly monitoring report.

17.1.13. where applicable, the Recipient fails to evidence the removal and decommissioning of the end-of-life fossil fuel heating systems as detailed in the Grant Application or following an approved project change.

17.1.14. the Recipient fails to share a decommissioning plan with the GMCA within a 2 years of the Grant End Date.

17.1.21 the Recipient receives an adverse audit opinion, requiring the Recipient to repay funds to the GMCA to rectify overpayments, errors or irregularities identified during the audit.

17.2. The GMCA may retain or set off any sums owed to it by the Recipient which have fallen due and payable against any sums due to the Recipient under the Agreement or any other agreement pursuant to which the Recipient provides goods or services to the GMCA.

17.3. The Recipient shall make any payments due to the GMCA without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

17.4. 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 the Agreement it will notify the GMCA as soon as possible so that, if possible, and without creating any legal obligation, the GMCA will have an opportunity to provide assistance in resolving the problem or to take action to protect the GMCA and the Grant monies.

18. Equality and Diversity

- 18.1. The Recipient shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment including but not limited to the Equality Act 2010.
- 18.2. The Recipient shall take all reasonable steps to secure the observance of Clause 18.1 by all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Project.

19. Human Rights

- 19.1. The Recipient shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of the Agreement as if the Recipient were a public body (as defined in the Human Rights Act 1998).
- 19.2. The Recipient shall undertake, or refrain from undertaking, such acts as the GMCA requests so as to enable the GMCA to comply with its obligations under the Human Rights Act 1998.

20. Financial Management, Audit and Prevention of Bribery, Corruption, Fraud and Other Irregularity

- 20.1. The Recipient will at all times comply with all applicable Laws, statutes and regulations relating to anti-bribery and

anti-corruption, including but not limited to the Bribery Act.

- 20.2. The Recipient must have a sound administration and audit process, including internal financial controls to safeguard against fraud, theft, money laundering, counter terrorist financing or any other impropriety, or mismanagement in connection with the administration of the Grant. The GMCA may require that the Recipient's internal/external auditors report on the adequacy or otherwise of those processed.
- 20.3. All cases of fraud, theft or other financial irregularity (whether actual or suspected) relating to the Project and/or use of the Grant must be notified to the GMCA as soon as they are identified. The Recipient shall explain to the GMCA what steps are being taken to investigate the fraud, theft or financial irregularity and shall keep the GMCA informed about the progress of any such investigation. The GMCA may however request that the matter is referred to external auditors or other third parties for investigation as required.
- 20.4. The GMCA will have the right, at its absolute discretion, to insist that the Recipient addresses any actual or suspected fraud, theft or other financial irregularity and/or to suspend future payment of the Grant to the Recipient and reserves the right to make referrals to DESNZ and/or investigating authorities or stakeholders in pursuance of this. The Recipient will be required to take appropriate action where there is evidence that a fraud has or could be committed,

and/or the Recipient should reasonably suspect this to be the case.

- 20.5. The Recipient shall comply with all reasonable requests in a timely manner from the GMCA to engage and co-operate with the audit process and supply any documentation requested, including the facilitation of site visits.
- 20.6. For the purposes of this Clause 20, “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 Agreement. The Recipient may be required to provide statements and evidence to the GMCA or the appropriate organisation as part of pursuing sanctions, or criminal or civil proceedings.

21. Limitation of liability

- 21.1. The GMCA 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 withdrawal of the Grant. The Recipient shall indemnify and hold harmless the GMCA, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under the Agreement or its obligations to third parties.

- 21.2. Subject to Clause 21.1, the GMCA's liability under the Agreement is limited to the payment of the Grant.

22. Warranties and Undertakings

- 22.1. The Recipient warrants, undertakes and agrees that:

22.1.1. it is a Public Sector Body within the area of the constituent councils of the GMCA;

22.1.2. it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);

22.1.3. it has not committed, nor shall it commit, any Prohibited Act;

22.1.4. it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the GMCA immediately of any significant departure from such legislation, codes or recommendations;

22.1.5. it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;

22.1.6. it has and shall keep in place adequate procedures for dealing with any conflicts of interest;

- 22.1.7. it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- 22.1.8. all financial and other information concerning the Recipient which has been disclosed to the GMCA is to the best of its knowledge and belief, true and accurate;
- 22.1.9. it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;
- 22.1.10. it is not aware of anything in its own affairs, which it has not disclosed to the GMCA or any of the GMCA's advisers, which might reasonably have influenced the decision of the GMCA to make the Grant on the terms contained in the Agreement; and
- 22.1.11. since the date of its last accounts there has been no material change in its financial position or prospects which would, in the reasonable opinion of the GMCA, adversely affect the Recipient's ability to deliver the Project in accordance with the Project Programme, the Grant Application and the Agreement.

23. Change of Control

- 23.1. The Recipient shall notify the GMCA immediately in writing and as soon as the 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.

The Recipient shall ensure that any notification made pursuant to Clause 23.1 shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.

23.2. Following notification of a Change of Control, and unless the GMCA gave prior consent to the Change of Control, the GMCA shall be entitled to exercise its rights under Clause 17.1.9 by providing the Recipient with notification of its proposed action in writing within three (3) months of:

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

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

24. Duration

24.1. Except where otherwise specified, the terms of the Agreement shall apply from the Grant Start Date until the 3 years after the project is completed.

24.2. Any obligations under the Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and

continue in full force and effect until they have been fulfilled.

25. Assignment and Transfer

- 25.1. The Recipient may not, without the prior written consent of the GMCA, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of the Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.

26. Waiver

- 26.1. No failure or delay by either party to exercise any right or remedy under the Agreement shall be construed as a waiver of any other right or remedy.

27. Notices

- 27.1. All notices required to be given under this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered or sent by first class, recorded or special delivery post to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered 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.

28. No partnership or agency

- 28.1. The Agreement shall not create any partnership or joint venture between the GMCA and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

29. Joint and several liability

- 29.1. Where a Recipient comprises more than one person they shall be jointly and severally liable for the Recipient's obligations and liabilities arising under the Agreement.

30. Contracts (Rights of Third Parties) Act 1999

- 30.1. Except as expressly provided in Clause 30.2, the Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

31. Governing law

- 31.1. The Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

32. Entire agreement

- 32.1. The Agreement (together with all documents attached to or referred to within it) constitutes the entire agreement

and understanding between the parties in relation to the Grant and supersedes any previous agreement or understanding between them in relation to such subject matter.

33. Electronic execution

33.1 Each Party agrees that the delivery of this Grant Agreement by electronic transmission, including copies of the executed signature pages via PDF, shall have the same force and effect as delivery of original signatures and that each Party may use such copies of the executed signature pages as evidence of the execution and delivery of this Grant Agreement by all Parties.

33.2 The Agreement may be signed by any Party by electronic signature (whatever form the electronic signature takes) and this method of signature is as conclusive of such Party's intention to be bound by this Agreement as if signed by each Party's manuscript signature.