

[THIS AGREEMENT HAS BEEN DESIGNED FOR USE FOR PUBLIC AND PRIVATE SECTOR GRANT RECIPIENTS]

[Grant Recipient Name and Address]

[DATE]

Dear [Grant Recipient Contact Name]

AMBITION NORTH WALES ADVANCED WIRELESS TECHNOLOGY GRANT SCHEME – [Project Name]

I am writing to advise you that the North Wales Corporate Joint Committee delivering the North Wales Growth Deal as Ambition North Wales (“ANW”) has agreed to support [Project Name] by providing funding from its Advanced Wireless Technology Grant Scheme to [Grant Recipient], of up to [Maximum Sum] funding on the terms and conditions set out below (the “Grant”).

This letter and the attached schedules, including the standard Terms and Conditions set out at Schedule 1 will form the agreement between [Grant Recipient] and ANW (the “Agreement”).

The key information for the proposed Grant is set out in the table below. We have also listed defined terms which are specific to your Agreement in the left hand column. When we use these definitions in this Agreement, they have the meaning given to them in the right hand column.

In this Agreement, “We”, “Us” and “Our” refer to ANW, and “You” and “Your” refer to [Grant Recipient].

The key information for the proposed Grant is as follows (and these definitions are referred to throughout this Agreement):

Maximum Sum	[The total amount payable to You shall not exceed (£)]
Grant Recipient (“You”)	[Grant Recipient’s name, company number (if applicable) and registered office]
Project	[Project Name and aim of the Project]
Outputs and Milestones	See Schedule 2
Start Date	[Start Date]
End Date	Earlier of: (a) Date when the Agreement is terminated in accordance with its terms; and (b) [insert agreed date]
Special Conditions	In addition to the Terms and Conditions set out at Schedule 1, the following Special Conditions apply: []

	<i>[Enter 'None' if there are no project-specific conditions to include]</i>		
Payment Profile	The Grant shall be paid in arrears and may be claimed in instalments based on Eligible Expenditure incurred and performance milestones achieved, as follows:		
	<i>[Option 1, where the Grant is to be paid in instalments]</i>		
	Payment Trigger or Period (e.g. Quarter 1)	Estimated Amount	Estimated Date
	[]	[]	[]
	[]	[]	[]
	[]	[]	[]
	<i>[Option 2, where the Grant is to be paid as a single fixed amount]</i>		
Maximum Sum		Estimated Date	
[]		[]	
Disposal Date	means [date], being the date before which you may not dispose of any of the Funded Assets		
Match Funding	means a financial contribution (other than the Grant or Other ANW Funding) of [amount], being not less than [50]% of the total Eligible Expenditure of the Project		
Notice Details	To Us, by post to [name/job title] at [postal address] or by email to [email address] or to such other address as may from time to time be notified by Us; and		
	To You by post to [name/job title] at [postal address] or by email to [email address] or to such other address as may from time to time be notified by You; and		
Dispute Senior Officers	In relation to Us, the Portfolio Director of ANW; and In relation to You, the [Chair OR Chief Executive of the Grant Recipient]		
[GFA Fee]	[A fee is payable upon the signature of the GFA. The fee equates to 1 % (one percent) of the grant amount (for MFA awards) and 3% (three percent) of the grant amount for stand alone subsidies), subject to a minimum of £2,000 and a maximum of £20,000 excluding VAT. This fee is required to be paid within 30 days of the date of this agreement.]		

If you wish to accept this offer of funding on the terms set out in this Agreement, please sign below and return a copy of the letter to [ANW officer/address]

Yours sincerely

[ANW OFFICER]

For and on behalf of the North Wales Corporate Joint Committee delivering the North Wales Growth Deal as AMBITION NORTH WALES

On Copy:

We hereby accept ANW's offer of the Grant and the terms and conditions of this Agreement.

Signed this _____ day of _____ [year]

SIGNED by (print name)
Authorised to sign on behalf of

Signature

[Grant Recipient]

SCHEDULE 1

TERMS AND CONDITIONS

The Grant made by ANW is subject to the terms set out in this Agreement including in any schedules and appendices attached.

1. DEFINITIONS AND INTERPRETATION

1.1 The following terms shall have the following meanings when used in this Agreement (unless the context requires otherwise):

"Advanced Wireless Technology Grant Scheme"	means the Advanced Wireless Technology Grant Scheme which is part of the Connected Campuses Project funded from the region's Growth Deal and delivered by Ambition North Wales
"ANW Procurement Principles"	means the procurement principles issued by Us from time to time setting out the requirements applicable to the procurement of goods, works and services in connection with projects funded by Us
"Application"	means the information provided by You as part of the process of applying for and being awarded the Grant including but not limited to any Expression of Interest and/or any Application Form (as applicable)
"Application Form"	means the application form submitted by You in relation to the Grant
"Benefits"	means the benefits anticipated to result from the outcomes of the Project and the associated key performance indicators agreed between Us and You as specified in Schedule 3
"Bribery Act"	means the Bribery Act 2010 and any subordinate Legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation
"Business Day"	means a day (other than a Saturday or Sunday) on which banks are ordinarily open in London
"Collaboration Agreement"	means, where the Project is to be delivered collaboratively, a written agreement between You and each other party involved in the delivery of the Project in a form satisfactory to Us and which meets the requirements of the SCA 22
"Cost Overruns"	means any costs of the Project that exceed the aggregate of the Maximum Sum and the Match Funding

"Data Legislation"	Protection	means all Legislation in force from time to time relating to the use of personal data, including, without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK) and any formal guidance or Codes of Conduct issued by the Information Commissioner (or other competent authority) in each case as amended, superseded or replaced from time to time
"Eligible Expenditure"		means expenditure properly and necessarily incurred by You in the delivery of the Project as set out in the Expenditure Forecast, and which is not Ineligible Expenditure
"Expression of Interest"		means the expression of interest submitted by You in relation to the Grant
"Expenditure Forecast"		means the expenditure forecast attached at Schedule 4 as amended or updated in accordance with the terms of this Agreement from time to time
"Financial Grant Claiming Process"		means the North Wales Growth Deal Financial Grant Claiming Process as issued and updated by Us from time to time, setting out the procedures for the submission of Grant claims and the applicable payment terms
"Funded Assets"		means any assets which have been funded or part-funded by the Grant
"Ineligible Expenditure"		means any expenditure incurred on costs which are identified as ineligible in the Advanced Wireless Technology Grant Scheme Application Guidance (as updated from time to time) or which are not set out in the Expenditure Forecast
"Insolvency"		means You are unable to pay Your debts as they fall due or are insolvent (within the meaning of s.123(1) of the Insolvency Act 1986 in the case of a company, or s.268 of the Insolvency Act 1986 in the case of an individual) or You enter into any arrangement with creditors, or a liquidator, trustee in bankruptcy, receiver, administrator, administrative receiver or similar is appointed, or possession or enforcement or any other similar process is taken against You or any of Your assets and Insolvent shall be interpreted accordingly
"Legislation"		means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, retained EU law within the meaning of the European Union (Withdrawal) Act 2018, statutory instruments, regulatory policy or requirement, guidance or industry code, or judgment of a relevant court of law

"Minimum Performance Criteria"	means the minimum performance criteria agreed between You and Us in respect of the Project
"Other ANW Funding"	means any other funding from Us to You for the purposes of the Project
"Prohibited Act"	<p>means</p> <ol style="list-style-type: none"> 1. offering, giving or agreeing to give to Us or any servant of Ours any gift or consideration of any kind as an inducement or reward for: <ol style="list-style-type: none"> (a) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this agreement or any other contract with Us; or (b) showing or not showing favour or disfavour to any person in relation to this agreement or any other contract with Us; 2. entering into this agreement or any other contract with Us where a commission has been paid or has been agreed to be paid by You or on Your behalf, or to Your knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to Us; 3. committing any offence: <ol style="list-style-type: none"> (a) under the Bribery Act; (b) under legislation creating offences in respect of fraudulent acts; or (c) at common law in respect of fraudulent acts in relation to this agreement or any other contract with Us; or 4. defrauding or attempting to defraud or conspiring to defraud Us
"Sanctions Authority"	means the United Nations Security Council, His Majesty's Treasury (including the Office of Financial Sanctions Implementation), the Foreign, Commonwealth & Development Office, the United States Department of the Treasury's Office of Foreign Assets Control, the United States Department of State, and any other governmental, judicial or regulatory institution, agency, department or authority that administers, implements or enforces Sanctions Laws from time to time

"Sanctions Laws"	means any economic, financial, trade or other sanctions, laws, regulations, restrictive measures, embargoes, orders or requirements enacted, administered, imposed or enforced from time to time by any Sanctions Authority, including under the Sanctions and Anti-Money Laundering Act 2018 and any regulations made thereunder
"Sanctioned Person"	means any person (including any individual, company, organisation, government or other entity or any person acting on behalf of any of the foregoing): <ul style="list-style-type: none"> a) that is listed on, or owned or controlled (directly or indirectly) by a person listed on, any list of designated persons maintained by a Sanctions Authority; b) that is located in, incorporated under the laws of, or acting on behalf of or for the benefit of, the government of any country or territory that is the subject of comprehensive country- or territory-wide Sanctions Laws; or c) with whom dealings are otherwise prohibited or restricted under any applicable Sanctions Laws
"SCA 22"	means the Subsidy Control Act 2022;
"Subsidy"	Is defined in section 2(1) of the SCA 22
"Summary Evaluation Report"	means, <p>For private sector Grant Recipients only: in respect of any contract awarded in connection with the Project with a total value exceeding £75,000, a written report prepared by You and submitted to Us which includes: (a) a description of the goods or services procured; (b) a summary of the procurement process followed, including key stages and decision points; (c) a summary of the evaluation criteria applied and the outcomes of the assessment; and (d) a justification for the recommended supplier or contractor based on the evaluation results</p> <p>For public sector Grant Recipients only: in respect of any contract awarded in connection with the Project which must be put out to tender in accordance with the Contract Procedure Rules of the Grant Recipient, a written report prepared by You and submitted to Us which includes: (a) a description of the goods or services procured; (b) a summary of the procurement process followed, including key stages and decision points; (c) a summary of the evaluation criteria applied and the outcomes of the assessment; and (d) a justification for the recommended supplier or contractor based on the evaluation results</p>
"UK Competition Requirement"	means the SCA 22 and/or such other legislation and/or regulations and/or guidance issued by the Secretary of State and/or approved by Parliament which is in force and/or applies in England and Wales which regulates Subsidy

“Unlawful Subsidy” means Subsidy which has been granted, or from time to time is, in contravention of the UK Competition Requirement;

2. PAYMENT AND USE OF GRANT

- 2.1 We have awarded the Grant to You for the purpose of the Project as set out in Your Application.
- 2.2 Following completion of the implementation of the Project, You shall continue to operate the Project and measure and report on the impact of the Project for [a period of three (3) years from the date of completion of implementation] [a period of five (5) years from the date of completion of implementation] [the period from the date of completion of implementation until 31 March 2036].
- 2.3 You shall provide Us with such evidence of the impact of the Project for the period under clause 2.2 above as We may reasonably require, including evidence of the Benefits achieved and progress against the key performance indicators set out in Schedule 3.
- 2.4 You must use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement.
- 2.5 You must not use the Grant for any other purpose without Our prior written agreement.
- 2.6 You must use the Grant in accordance with the Expenditure Forecast.
- 2.7 We will pay the Grant as detailed in the Payment Profile, subject to the necessary funds being available to Us when payment falls due. You agree and accept that payments of the Grant can only be made to the extent that We have available funds. You are responsible for ensuring that the Match Funding is available for the use of the Project in the amounts and in the timescale required for the delivery of the Project.
- 2.8 We will have no obligation to make any payment of Grant to You until You have demonstrated to Our satisfaction that the Match Funding has been secured.
- 2.9 All claims for payment of the Grant must be submitted in accordance with the Financial Grant Claiming Process.
- 2.10 Where the Project is to be delivered collaboratively, We will have no obligation to make any payment of Grant to You until You have provided Us with a copy of the Collaboration Agreement.
- 2.11 You will ensure that any such Match Funding is used for the delivery of the Project as required. For the avoidance of doubt, We will have no obligation to provide any Match Funding and no part of the Maximum Sum or any Other ANW Funding can be counted as Match Funding.
- 2.12 Where the cost of the Project exceeds an amount equal to the aggregate sum of the Maximum Sum and the Match Funding, You accept that any such additional costs (the “**Cost Overruns**”) will be Your responsibility and that We have no obligation to pay any amount towards the Cost Overruns.
- 2.13 Where the cost of the Project is less than the Expenditure Forecast, the amount of Grant payable shall reduce pro rata relative to the reduction in expenditure. In each case, the Grant payable shall be either the Maximum Sum or the corresponding proportion of the Eligible Expenditure incurred, whichever is less.
- 2.14 Notwithstanding any other provision of this Agreement, the Grant shall not exceed 50% of the total eligible capital costs of the Project.

- 2.15 The Grant shall be paid into a bank account in Your name which must be an ordinary business bank account. All cheques from the bank account must be signed by at least two individual representatives.
- 2.16 You must promptly repay to Us any money incorrectly paid to You whether as a result of Our administrative error or otherwise.
- 2.17 You shall not use any of the Grant to pay any Ineligible Expenditure.
- 2.18 We will have no obligation to make any payment of the Grant after the End Date.
- 2.19 Notwithstanding the Payment Profile, We shall be entitled to retain an amount equal to 5% of the Maximum Sum until such time as the outcomes set out in Schedule 2 (*Outputs and Milestones*) have been verified by Us to Our reasonable satisfaction.
- 2.20 Should any part of the Grant remain unspent at the End Date, you must ensure that any unspent monies (if previously claimed) are returned to us.
- 2.21 The Project must be completed by no later than 31 March 2030. All Outputs must be achieved by no later than 31 March 2033.

3. ACCOUNTING

- 3.1 The Grant shall be accounted for separately in Your accounts in accordance with applicable accounting standards and shall not be included under general funds. Where Your applicable accounting framework requires the Grant to be shown as a restricted fund, it shall be so designated.
- 3.2 You must keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant.
- 3.3 You must keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least [six] years following receipt of any Grant monies to which they relate. We shall have the right to review, at Our reasonable request, Your accounts and records that relate to the expenditure of the Grant and We shall have the right to take copies of such accounts and records.

4. REPORTING AND ACCESS TO INFORMATION

- 4.1 You shall provide Us with a financial report and a monitoring report on Your use of the Grant and delivery of the Project every quarter and in such formats as We may reasonably require.
- 4.2 You shall on request provide Us with such further information, explanations and documents as We may reasonably require in order for Us to establish that the Grant has been used properly in accordance with this Agreement. You shall allow Us access to Your property and/or staff and/or volunteers at Our reasonable request for the purposes of monitoring the use of the Grant and the delivery of the Project and Your performance of Your obligations under this Agreement.
- 4.3 You shall comply with the ANW Procurement Principles in respect of all procurement undertaken in connection with the Project. For any contract with a value in excess of £75,000 entered into in connection with the Project, You shall prepare and submit to Us a Summary Evaluation Report in such form as We may reasonably require, and You shall retain all procurement records for the period specified in Clause 3.3 for audit and compliance review purposes.
- 4.4 Without prejudice to Your obligations under Clauses 4.1 and 4.2, You shall:

- 4.4.1 submit to Us performance reports at intervals of not less than every [] months from the Start Date until 31 March 2030, and annually thereafter until 31 March 2033, in each case in such form as We may reasonably require, including progress against the Minimum Performance Criteria and the key performance indicators set out in Schedule 3;
- 4.4.2 develop and maintain a project case study in such form as We may provide, which We may publish to share learnings and insights with the wider industry and public;
- 4.4.3 contribute to a lessons learned log recording lessons that emerge from the Project, including lessons relevant to the broader advanced wireless ecosystem; and
- 4.4.4 cooperate with any external evaluation commissioned by Us in connection with the Project or the Advanced Wireless Technology Grant Scheme.

4.5 **COMMUNICATIONS**

Any notice demand or communication to be given or served under this Grant Agreement shall be given or served in writing (including by electronic mail) to the Notice Details.

4.6 **Delivery**

Any such notice, demand or communication be deemed to have been duly given or made as follows:-

- 4.6.1 If sent by personal delivery, upon delivery at the address of the relevant party;
- 4.6.2 If sent by first class post, two Business Days after the date of posting; and
- 4.6.3 If sent by email, at the time of transmission,

provided that if, in accordance with the above provisions, any such communication would otherwise be deemed to be given or made outside normal working hours, such communication shall be deemed to be given or made at the start of the next Business Day.

5. **WARRANTIES AND REPRESENTATIONS**

In accepting this offer (and every time You accept a payment of the Grant) You warrant and confirm to Us that:

- 5.1 You are a legally constituted body and have the full capacity and authority and all necessary consents and expertise to enter into and perform the obligations on You under the terms of this Agreement and You acknowledge that they constitute valid, legal and binding obligations of and on You and are enforceable against You;
- 5.2 entering into this Agreement does not conflict with any other obligations, laws, regulations or agreements which are binding on You.
- 5.3 all information, documents and accounts provided by You or on Your behalf, from time to time are and will be true, valid and correct;
- 5.4 You are not in breach of any law or Legislation or regulations or official directives law in any material respect;
- 5.5 You are not aware of any fact or circumstance that may affect the successful completion of the Project;
- 5.6 You will ensure that all the necessary consents and licences are in place and maintained;

- 5.7 You have and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- 5.8 no goods or services used in connection with the Project are or shall be supplied by a high-risk vendor as defined in the National Cyber Security Centre's advice on the use of equipment from high-risk vendors in UK telecoms networks;
- 5.9 no goods or services used in connection with the Project are or shall be sourced or originate, whether directly or indirectly, from the Russian Federation or the Republic of Belarus, and You shall not use any part of the Grant to procure or fund the procurement of any such goods or services;
- 5.10 You have not committed, nor shall You commit, any Prohibited Act;
- 5.11 neither You nor any of Your officers, employees, agents or subcontractors, nor any other person associated with You in connection with the Grant or the Project, is a Sanctioned Person;
- 5.12 neither You nor any of Your officers, employees, agents or subcontractors, nor any other person associated with You in connection with the Grant or the Project, has engaged in any conduct that would or might result in it being designated or listed on any Sanctions List;
- 5.13 the Grant has not been, and will not be, used, directly or indirectly:
- 5.13.1 for the benefit of, or to make funds available to, any Sanctioned Person;
 - 5.13.2 to finance, facilitate, support or fund any activity, transaction or arrangement that would be prohibited under any applicable Sanctions Laws or that would cause Us or You to be in breach of any applicable Sanctions Laws; or
 - 5.13.3 in any other manner that would expose the Us, You, or any of their respective personnel to any sanction, penalty, liability or adverse regulatory action under any applicable Sanctions Laws;
- 5.14 You are not in breach of, and are not subject to any investigation, inquiry, proceedings or enforcement action by any Sanctions Authority in respect of, any applicable Sanctions Laws; and
- 5.15 You have in place and maintain appropriate and effective policies, procedures, systems and controls designed to ensure ongoing compliance with all applicable Sanctions Laws in connection with the use of the Grant and the delivery of the Project; and
- 5.16 You shall promptly notify Us of any change in Your circumstances which may affect compliance with the UK Competition Requirement or which may result in the Grant constituting an Unlawful Subsidy.

6. DISPOSAL

- 6.1 You must not dispose of any Funded Assets prior to the Disposal Date without Our prior written consent.
- 6.2 All Funded Assets must have an adequate expected lifespan and must be capable of operating effectively until at least [the Disposal Date]. You shall operate the Funded Assets in a live environment continuously from the date of implementation until at least the Disposal Date. If any Funded Asset needs to be replaced or upgraded before the Disposal Date, the full associated cost shall be Your responsibility and We shall have no obligation to contribute to any such cost.

7. CHANGES

7.1 You must notify Us immediately if You want or require to make any changes to the Project including, but not limited to, changes to any of the Outputs, Milestones, Start Date, End Date, Target Completion Date, Expenditure Forecast and/or funding of the Project.

7.2 Any changes must be agreed, in writing, with Us before taking effect. Such agreed changes to the Outputs, Milestones, Start Date, End Date, Target Completion Date and Expenditure Forecast may be effected by exchange of correspondence and this Agreement will be deemed to be varied to take account of changes agreed by such correspondence.

8. **LEGISLATION [AND ENVIRONMENTAL]**

8.1 You must comply with and assist and co-operate with Us in order that We too can comply with (and require third parties who benefit from this Grant and any contractors You may appoint do the same) all Legislation in relation to the Project, including, but not limited to:-

8.1.1 employment Legislation;

8.1.2 financial regulations and Legislation; and

8.1.3 Data Protection Legislation.

8.2 In delivering the Project, the Grant Recipient shall comply with the requirements of the Welsh Language (Wales) Measure 2011 as applicable.

8.3 [The Grant Recipient shall use all reasonable endeavours that the Project :

8.3.1 achieves a reduction in operational energy emissions in respect of the Project

8.3.2 minimises embodied carbon in respect of the Project's capital assets

8.3.3 achieves a positive impact on biodiversity where feasible]

9. **PROHIBITED PURPOSES**

9.1 You shall not use the Grant, in full or in part, for:

9.1.1 party political purposes;

9.1.2 the promotion of particular secular, religious or political views;

9.1.3 gambling, pornography or offering sexual services;

9.1.4 purchasing capital equipment other than as specified in the Expenditure Forecast;

9.1.5 any kind of illegal activities;

9.1.6 revenue activities;

9.1.7 the acquisition, creation or material enhancement of assets (including any building, new construction, land, extensions of and alterations to existing buildings or the purchase of other fixed assets, plant, equipment, vehicles or machinery) with an expected working life of more than one year, other than the Funded Assets specified in the Expenditure Forecast; or

9.1.8 any other kind of activity which in Our opinion could bring Us or the Advanced Wireless Technology Grant Scheme into disrepute.

10. **SANCTIONS**

10.1 You shall:

- 10.1.1 comply, and procure that each of Your officers, employees, agents, subcontractors and each third party to whom any part of the Grant is passed, sub-granted or otherwise transferred complies, at all times with all applicable Sanctions Laws;
- 10.1.2 not use or make available the Grant (whether in whole or in part), directly or indirectly:
- (a) to or for the benefit of any Sanctioned Person;
 - (b) for any purpose which would, or would be likely to, cause Us or You to be in breach of any applicable Sanctions Laws; or
 - (c) in any manner that would, or would reasonably be expected to, expose Us to any sanction, penalty, liability or other adverse consequence under any applicable Sanctions Laws;
- 10.1.3 maintain and operate, and where any part of the Grant is passed to a third party, require that third party to implement, maintain and operate, appropriate and effective policies, procedures, systems and controls (proportionate to the nature, scale and complexity of the relevant activities and use of the Grant) to:
- (a) prevent any breach of applicable Sanctions Laws;
 - (b) identify and screen all counterparties, personnel and recipients against all relevant lists maintained by any Sanctions Authority prior to engaging them in connection with the Project; and
 - (c) ensure ongoing monitoring of counterparties, personnel and recipients throughout the period during which they are engaged in connection with the Project;
- 10.1.4 conduct, and where any part of the Grant is passed to a third party, require that third party to conduct, appropriate and proportionate sanctions due diligence on all counterparties, recipients, subcontractors and other persons engaged in connection with the Grant and the Project, both before entering into any arrangements with such persons and on an ongoing basis thereafter;
- 10.1.5 notify Us in writing immediately upon becoming aware that:
- (a) You, or any of Your officers, employees, agents or subcontractors, or any person associated with You in connection with the Grant, has become, or is alleged to have become or is threatened with becoming, a Sanctioned Person;
 - (b) You, or any of Your officers, employees, agents or subcontractors, or any person associated with You in connection with the Grant, has breached, or is alleged or reasonably suspected to have breached, any applicable Sanctions Laws in connection with the Grant or the Project;
 - (c) You have received any inquiry, request for information, notice or demand from any Sanctions Authority in connection with the Grant or the Project; or
 - (d) any circumstances have arisen that might give rise to any breach of this Clause or of any applicable Sanctions Laws in connection with the Grant or the Project; and

- 10.1.6 promptly provide Us with such information, documentation and assistance as We may reasonably require from time to time for the purposes of:
- (a) monitoring and verifying Your compliance with this Clause and with all applicable Sanctions Laws; and
 - (b) enabling Us to satisfy any of Our own obligations under applicable Sanctions Laws in connection with the Grant or the Project.

11. **DEFAULT**

11.1 It will be an Event of Default if

- 11.1.1 You fail to achieve any Output or Milestone without Our express written consent;
- 11.1.2 You commit a material breach of any of the terms and conditions of the Agreement (and fail to remedy such breach within 14 days of a written request from Us asking You to do so);
- 11.1.3 You use the Grant other than for the purpose for which it has been awarded without Our prior written consent;
- 11.1.4 You undertake activities which are in Our reasonable opinion likely to bring the reputation of the Advanced Wireless Technology Grant Scheme , Connected Campuses Project or Us into disrepute;
- 11.1.5 You provide Us with any materially misleading or inaccurate information;
- 11.1.6 You become Insolvent or any steps are taken by any person toward such Insolvency;
- 11.1.7 You cease to operate for any reason, or You pass a resolution (or any court of competent jurisdiction makes an order) that You be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- 11.1.8 You commit or have committed a Prohibited Act;
- 11.1.9 there is Unlawful Subsidy (in which case any Grant required to be repaid will bear interest at such rate as required under or by virtue of UK Competition Requirements applicable to Subsidy from the date of Our notice requiring repayment to the date of repayment (both before and after judgement) or such other period as may be required under or by virtue of UK Competition Requirements);
- 11.1.10 You have failed to demonstrate to Our satisfaction that you have secured the Match Funding prior to the estimated date of the first payment of Grant or the Match Funding subsequently is not available in the timescales required for the delivery of the Project;
- 11.1.11 You have failed to secure identified funds to pay for any Cost Overruns and in Our reasonable opinion You are unlikely to secure such funds;
- 11.1.12 You have failed to comply with the Minimum Performance Criteria and fail to rectify such non-compliance within such reasonable period as We may specify in a written notice to You;
- 11.1.13 any goods or services used in connection with the Project are supplied by a high-risk vendor as defined in the National Cyber Security Centre's advice on the use of equipment from high-risk vendors in UK telecoms network;

- 11.1.14 any goods or services used in connection with the Project are sourced or originate, whether directly or indirectly, from the Russian Federation or the Republic of Belarus;
 - 11.1.15 We believe (acting reasonably) that the Project cannot or is unlikely to be completed as set out in the Application or as otherwise agreed with You; or
 - 11.1.16 You are in breach of any applicable Sanctions Laws or You or any of Your officers, employees, agents or subcontractors becomes a Sanctioned Person.
- 11.2 Where an Event of Default has occurred, We may:
- 11.2.1 terminate this Agreement and where the Agreement is terminated, no further payments of the Grant will be made by Us; and/or
 - 11.2.2 suspend any payment of Grant that would otherwise be payable; and/or
 - 11.2.3 require You to repay some or all of the Grant which We have paid to You.
- 11.3 If We require repayment of Grant, You must pay the sum required to Us in cleared funds in full within fifteen working days of issue of Our written demand for payment.

12. **INSURANCE**

- 12.1 You shall effect and maintain with a reputable insurance company appropriate policy or policies in respect of all risks which may be incurred by You arising out of Your performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss.

13. **INDEMNITY AND ACKNOWLEDGEMENT**

- 13.1 You will be liable for and will indemnify Us in full for any expense, liability, loss, claim or proceedings arising under statute, tort (including negligence), contract and/or at common law in respect of personal injury to or death of any person or loss of or damage to property (whether belonging to Us or otherwise) or any claim by any third party arising directly or indirectly out of or caused or contributed to by the Project and/or the performance or -non-performance or delay in performance by You of Your obligations under this Agreement except to the extent that the same is due to any act or neglect by Us.
- 13.2 We accept no liability for any consequences, whether direct or indirect, that may come about from Your running the Project, the use of the Grant or from withdrawal of the Grant. Our liability under this agreement is limited to the payment of the Grant.

14. **WAIVER**

No failure or delay by either party to exercise any right or remedy under this agreement shall be construed as a waiver of any other right or remedy.

15. **TRANSFER**

The offer of the Grant is personal to You. Unless otherwise specifically agreed in writing by Us You may not assign, novate, transfer, sub-contract or dispose of in any other way either the benefit of the Grant or any of Your obligations under this Agreement.

16. **VAT**

You and We both understand and agree that the Grant by Us under this Agreement is not consideration for any supply for Value Added Tax ("**VAT**") purposes whether by You or otherwise. If, notwithstanding the agreement and understanding between You and Us, it is

determined that the Grant is consideration for a supply for VAT purposes, the Grant shall be treated as inclusive of any VAT.

17. **FREEDOM OF INFORMATION**

17.1 You acknowledge that We are subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIRs**).

17.2 You shall:

17.2.1 provide all necessary assistance and cooperation as reasonably requested by Us to enable Us to comply with Our obligations under the FOIA and EIRs;

17.2.2 transfer to Us all requests for information relating to this agreement that You receive as soon as practicable and in any event within 2 working days of receipt;

17.2.3 provide Us with a copy of all information belonging to Us requested in the request for information which is in Your possession or control in the form that We require within 5 working days (or such other period as We may reasonably specify) of Our request for such information; and

17.2.4 not respond directly to a request for information unless authorised in writing to do so by Us.

17.3 You acknowledge that We may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from You and that We shall be responsible for determining in Our absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

18. **PUBLICITY**

18.1 You shall acknowledge the Grant in your annual report and accounts relating to the Project, including an acknowledgement that We are the source of the Grant.

18.2 You must not publicise or promote the Grant without Our prior written agreement, and any reference to Us or the Grant in any publicity and/or promotional material relating to the Project must be approved in advance by Us.

18.3 We reserve the right to use all data provided by You in relation to the Grant for publicity or promotional purposes.

19. **DISPUTE RESOLUTION**

19.1 In the event of any complaint or dispute (which does not relate to Our right to withhold funds or terminate) arising between the parties to this agreement in relation to this agreement the matter should first be referred for resolution to the Connected Campuses Project Manager or any other individual nominated by Us from time to time.

19.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Connected Campuses Programme Manager or other nominated individual, as the case may be, either party may refer the matter to the Dispute Senior Officers with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed between You and Us.

19.3 In the absence of agreement under Clause 20.2, You and We may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed between You and Us). Unless otherwise agreed, You and We shall bear the costs and expenses of the mediation equally.

20. **NO PARTNERSHIP OR AGENCY**

This agreement shall not create any partnership or joint venture between You and Us, 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.

21. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between You and Us relating to its subject matter and supersedes all prior negotiations, representations and undertakings whenever occurring.

22. **APPLICABLE LAW**

This Agreement is governed and interpreted in accordance with the law of England and Wales and subject to the jurisdiction of the courts of England and Wales. If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction such provision shall be severed from it and the remainder of the provisions of this Agreement shall otherwise remain in full force and effect.

Template

SCHEDULE 2

OUTPUTS AND MILESTONES

The Project must be completed by no later than 31 March 2030 and all payments of the Grant must be made by no later than 31 March 2030. All Outputs and Outcomes must be achieved by no later than 31 March 2033.

1. Outputs and Outcomes

OUTPUTS and OUTCOMES	TARGET
[Measurable increase in business productivity or efficiency resulting from the Project, assessed by reference to key performance indicators agreed between You and Us]	[]
[Job creation, measured by the number of new direct or indirect jobs or apprenticeships created as a result of the investment during or after the capital phase of the Project]	[]
[Reduced carbon emissions, including operational and embodied carbon dioxide equivalents]	[]
[Social value outcomes as proposed by You and agreed with Us, to be delivered and measured in line with the ANW Procurement Principles]	[]
[]	[]

2. Milestones

MILESTONE	TARGET DATE
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]

SCHEDULE 3
BENEFITS AND KPIS

BENEFIT	KPI
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]

Template

SCHEDULE 4

EXPENDITURE FORECAST

[Project-specific expenditure items and forecast to be inserted]

Template