



DATE: Tuesday 1st August 2023

Grant Funding Agreement

- 1. Nottingham City Council**
- 2. North Kesteven District Council**

Contents

1	Definitions	1
2	Interpretation	5
3	Duration and Extension	6
4	Grant Conditions	6
5	Purpose of Grant	7
6	Payment of Grant	8
7	Use of Grant	9
8	Subsidy control	11
9	Accounts and records	11
10	Monitoring and reporting	13
11	Acknowledgment and publicity	15
12	Intellectual Property Rights	16
13	Confidentiality	17
14	Information Requests	18
15	Data Protection	19
16	Withholding, Suspending and Repayment of Grant	20
17	Change	24
18	Anti-discrimination	24
19	Human Rights	24
20	Fraud	25
21	Limitation of liability	25
22	Warranties	26
23	Insurance	27
24	Termination	27
25	Assignment	28
26	Waiver	28
27	Notices	28

28	Dispute Resolution	28
29	Escalation Process	29
30	No Partnership or Agency	29
31	Joint and Several Liability	29
32	Variation	30
33	Contracts (Rights of Third Parties) Act 1999	30
34	Governing Law	30
35	Severability	30
36	Entire agreement	30
37	Counterparts	30
Schedule 1	Grant Summary	31
Schedule 2	Bid Application	33
Schedule 3	Key Performance Indicators (KPI's)	1
Schedule 4	Information Sharing Agreement (ISA)	1
Schedule 5	Reporting Requirements	2
Schedule 6	Eligible & Ineligible Expenditure	4
Schedule 7	Claim process	6
Schedule 8	Memorandum of Understanding	7
Schedule 9	Communications Plan	8

This **GRANT FUNDING AGREEMENT** is dated Tuesday 1st August 2023

Between:

Parties

- 1) **Nottingham City Council** of Loxley House, Station Street, Nottingham NG2 3NG (**we, us, our, Funder**); **acting as accountable body for Midlands Net Zero Hub.**
- 2) **North Kesteven District Council** whose address is at District Council officer, Kesteven Street, Sleaford, Lincolnshire, NG34 7EF (**you, your, Recipient**)

Introduction

- A The Funder, acting as accountable body for the Midlands Net Zero Hub, has received confirmation of in principle grant funding from the Lead Funder in respect of the Programme.
- B The Funder has agreed to pay the Grant to the Recipient for the Project, subject to the terms of this agreement.
- C This agreement sets out the terms and conditions on which the Grant is made by the Funder to the Recipient in respect of the Project.
- D These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

Agreed terms

1 Definitions

In this agreement the following terms shall have the following meanings:

Bribery Act	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.
Bid Application	The application that was submitted by the Recipient as part of the Local Energy Advice Demonstrator competition.
Code of Conduct	means the Code of Conduct for Recipients of Government General Grants dated November 2018 and published by the Cabinet Office as may be amended, varied or replaced from time to time.
Commencement Date	the date of this agreement.
Communications Plan	Guidelines regarding communications in regards to the Programme. See Schedule 9

Contract Year	The first Contract Year shall run from the Commencement date until 31 March 2024. Each subsequent Contract Year shall be a period of 12 months commencing on 1 April.
Controller	shall have the same meaning as set out in the Data Protection Legislation.
Data Protection Legislation	all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the DPA 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party, together with any applicable national implementing laws, regulations and secondary legislation in England and Wales relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing.
Data Subject	shall have the same meaning as set out in the Data Protection Legislation.
Deliverables	means all outputs or targets of the Project described as KPI's in the Bid application and Monthly Report as updated by the Parties and agreed in writing from time to time.
Delivery Partner	any third party or parties appointed or funded by the Recipient to deliver the Project using the Grant. This includes consortia members.
DPA 2018	the Data Protection Act 2018.
Eligible Expenditure	has the meaning given in the Schedule 6
Financial Irregularity	includes, regardless of the amount and without limitation, any fraud, other impropriety, or mismanagement in relation to the Grant or the Project, including the use of the Grant for purposes other than the Purpose.
Funder	Means the body in receipt of the funding from the Lead Funder for the purpose of the programme.
Funding Preconditions	the conditions which must be met by the Recipient prior to payment of the Grant set out in Schedule 1.
Ineligible Expenditure	means those purposes set out in Schedule 6.

Information Sharing Agreement	the Information Sharing Agreement entered into between the parties and substantially in the form set out in Error! Reference source not found.4.
Grant	the sum to be paid to the Recipient which may be increased or decreased in accordance with this agreement. The expected Grant is set out in Schedule 1.
Grant Conditions	any related documents issued to the Funder by the Lead Funder, including from time to time, agreed changes to the Grant Conditions and any subsequent grant determination letters and other related documents issued by the Lead Funder to the Funder.
Grant Period	means the period described as such in the Grant Summary as may be varied from time to time in accordance with the terms of the Grant Conditions.
Grant Recipient	means the lead organisation on a successful bid application. Also referred to at The Recipient.
Grant Summary	The grant summary set out Schedule 1.
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.
Law	any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the Project or with which the Recipient is bound to comply.
Lead Funder	means the body providing funding to the Funder for the purposes of the Programme and/or any third party or parties appointed by the Lead Funder to act in conjunction with it or on its behalf in the management of the Programme.
Monthly Report	the monthly report to be produced by the Recipient in accordance with Schedule 55.
MoU	The Memorandum of Understanding entered into between the Lead Funder and the Funder for the delivery of the Local Energy Advice Demonstrator.
Personal Data	shall have the same meaning as set out in the Data Protection Legislation.

Personal Data Breach	shall have the same meaning as set out in the Data Protection Legislation.
Programme	means the Local Energy Advice Demonstrator Programme.
Prohibited Act	<p>(1) offering, giving, or agreeing to give to any servant of the Funder any gift or consideration of any kind as an inducement or reward for:</p> <p>(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 the Funder; or</p> <p>(b) showing or not showing favour or disfavour to any person in relation to this agreement or any other contract with the Funder;</p> <p>(2) entering into this agreement or any other contract with the Funder where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its 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 the Funder;</p> <p>(3) committing any offence:</p> <p>(a) under the Bribery Act;</p> <p>(b) under legislation creating offences in respect of fraudulent acts; or</p> <p>(c) at common law in respect of fraudulent acts in relation to this agreement or any other contract with the Funder; or</p> <p>(d) defrauding or attempting to defraud or conspiring to defraud the Funder.</p>
Project	means the project described at Schedule 1 and Schedule 2.
Project Manager	the individual who has been nominated to represent the Funder for the purposes of this agreement as set out in Schedule 1 and Schedule 2.
Public Procurement Rules	means any obligations of the Recipient in relation to public procurement including under the Public Procurement Regulations 2015 and any successor to those regulations and any other obligations in relation to procurement notified to the Recipient by the Funder from time to time.
Purpose	means the delivery by the Recipient of the Project.

Responsible Director	Means the director of the Recipient identified as such in Schedule 1 and 2, or if no such person is identified in Schedule 1 or 2, any director of the Recipient.
State Subsidy	has the meaning set out in the definition of ‘subsidy’ in the Subsidy Control Rules applicable at the time any such State Subsidy is made.
Subsidy Control Rules	means all Laws of the United Kingdom limiting State Subsidy, including the Subsidy Control Act 2022, any relevant secondary legislation and government guidance, any relevant case law or decisions of the courts and tribunals of England and Wales interpreting or regarding the application of such laws and to the extent relevant, the Protocol on Ireland/Northern Ireland in the EU withdrawal agreement together with such rules, agreements, protocols and Laws as may replace them from time to time.
Supplier Code of Conduct	means the Code of Conduct for Recipients of Government General Grants published by the Cabinet Office in November 2018 which is available here , including any subsequent updates from time to time;.
UK GDPR	has the meaning given to it in Section 3(10) (as supplemented by Section 205(4)) of the DPA 2018.
VAT	value added tax or any equivalent tax chargeable in the UK.
Working Day	means any day other than a Saturday, Sunday or public holiday in England.

2 Interpretation

- 2.1 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 2.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2.3 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 2.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 2.5 Unless the context otherwise requires, words in the singular shall include the plural and words in the plural shall include the singular.
- 2.6 This agreement shall be binding on, and ensure to the benefit of, the parties to this agreement and their respective personal representatives, successors and

permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

- 2.7 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 2.8 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 2.9 A reference to writing or written includes email.
- 2.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 2.11 The term 'subcontractor' includes subcontractors of any tier.
- 2.12 A reference to this agreement or to any other agreement or document is a reference to this agreement or such other agreement or document, in each case as varied from time to time.
- 2.13 References to Clauses and Schedules are to the Clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 2.14 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

3 Duration and Extension

- 3.1 This agreement shall take effect on the Commencement Date and, subject to Clause 3.2 shall continue until the end of the Grant Period unless terminated earlier in accordance with Clause 24.
- 3.2 Any obligations under this 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.

4 Grant Conditions

- 4.1 The Recipient acknowledges that the Funder is subject to the Grant Conditions. The Recipient agrees that it shall, and that it shall ensure that the Delivery Partners shall:
 - 4.1.1 provide such assistance as the Funder reasonably requires to enable it to comply with the Grant Conditions;
 - 4.1.2 not take any action, or fail to take any action that would put the Funder in breach of the requirements of the Grant Conditions (regardless of the enforceability of the Grant Conditions as between the Funder and the Lead Funder);

- 4.1.3 not take any action or make any omission that causes or may be likely to cause (whether on its own or as part of a series of acts or omissions committed by the Recipient and/or other parties) or contribute to the Funder to fail to meet the key performance indicators which it is subject to under the MoU;
- 4.1.4 not take any action or make any omission that causes or would be likely to have a negative impact on the Lead Funder's delivery confidence assessment undertaken in accordance with the MoU;
- 4.1.5 comply with any processes, procedures and/or ways of working established by the Funder in relation to the Grant or the Project including in relation to information sharing and any other relevant matters in connection with the Grant or Project;
- 4.1.6 undertake its delivery of the Project, and ensure that any Delivery Partners undertake their duties in a manner consistent with the Code of Conduct and report any breaches or suspected breaches of the Code of Conduct to the Funder immediately on becoming aware of such breach or suspected breach;
 - (a) comply with all rules, requirements and limitations relating to the use of the Grant set out within the MoU as if they applied directly to the Recipient.
- 4.1.7 Comply at all times, and ensure that each Delivery Partner complies at all times, with the Grant Conditions in its delivery of the Project.
- 4.2 The Recipient accepts and agrees that it shall be responsible for the acts and/or omissions of its Delivery Partners, its subcontractors and the subcontractors of its Delivery Partners as if they were the acts and/or omissions of the Recipient.
- 4.3 The Recipient shall include terms in its agreements with Consortium partners (where identified in the bid application) and any Delivery Partners and subcontractors which give the Recipient sufficient rights to enable the Recipient to comply with its obligations under this agreement.

5 Purpose of Grant

- 5.1 The Recipient shall, and shall ensure that the Delivery Partners shall, use the Grant only for the delivery of the Project and the intended Purpose in accordance with the terms and conditions set out in this agreement. The Grant shall not be used for any other purpose without the prior written agreement of the Funder.
- 5.2 The Recipient shall use its bid Application as a programme baseline in accordance with Schedule 1 and any further instructions of the Funder.
- 5.3 The Agreed KPI's from the bid application shall upon agreement or approval by the Funder form part of this agreement, whether or not it is appended to this agreement.

- 5.4 The Recipient shall only apply, and shall ensure that any Delivery Partners only apply, the Grant to Eligible Expenditure incurred from 7th July 2023 and throughout the Grant Period and shall not apply and shall ensure that any Delivery Partners do not apply, the Grant to Ineligible Costs.
- 5.5 The Recipient shall not make any change to the Project, nor shall it allow any Delivery Partner to make any change to the Project, or the Agreed KPI's without the Funder's prior written agreement.
- 5.6 Where the Recipient or any Delivery Partner intends to apply to a third party for other funding for the Project, the Recipient will notify the Funder in advance of its/their intention to do so and, where such funding is obtained, it will provide the Funder with details of the amount and purpose of that funding. The Recipient agrees and accepts that neither it, nor the Delivery Partners shall apply for duplicate funding in respect of any part of the Project or any related administration costs that the Funder is funding in full under this agreement.

6 Payment of Grant

- 6.1 Subject to Clause 16, and Clause 6.2 the Funder shall pay the Grant to the Recipient provided that the Recipient has met the Funding Preconditions and subject to the provisions of Schedule 1 and **Error! Reference source not found.**, provided that sufficient funds are made available to the Funder by the Lead Funder when payment falls due in the relevant Contract Year. The Recipient agrees and accepts that payment of the Grant can only be made to the extent that the Funder has available funds and that it may be necessary for the Funder to adjust (whether upwards or downwards) the amount of Grant available to the Recipient from time to time.
- 6.2 Notwithstanding the provisions of Clause 6.1, the Recipient acknowledges that as at the Commencement Date the Lead Funder has not confirmed the available funding for the second Contract Year and therefore payment of the Grant for the second Contract Year is subject to allocation and payment of funding by the Lead Funder.
- 6.3 No Grant shall be paid unless and until the Funder is satisfied that such payment will be used for proper expenditure in the delivery of the Project, in accordance with the Purpose and only applied to the Eligible Expenditure.
- 6.4 The amount of the Grant shall not be increased in the event of any overspend by the Recipient or its Delivery Partners in their delivery of the Project except as agreed in writing by the Funder.
- 6.5 The Recipient shall not, and shall not allow its Delivery Partners to, transfer any part of the Grant to bank accounts which are not ordinary business accounts within the clearing bank system, without the prior written consent of the Funder.
- 6.6 The Recipient shall promptly repay to the Funder 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 payment of the Grant have been complied with by the Recipient. Any such repayment shall be made by the Recipient within ten (10) Working Days of it

becoming aware of the incorrect payment or within any period reasonably required by the Funder if sooner.

- 6.7 The payment of the Grant by the Funder under this agreement is believed to be outside the scope of VAT, but if any VAT becomes chargeable, then all payments of funding shall be deemed to be inclusive of all VAT, and the Funder shall not be obliged to pay additional sums in respect of VAT.

7 Use of Grant

- 7.1 The Grant shall be used by the Recipient for the delivery of the Programme.
- 7.2 Where the Recipient or a Delivery Partner has obtained funding from a third party, or where it intends to contribute its own resources in relation to its delivery of the Project (including without limitation funding for associated administration and staffing costs), it shall notify the Funder. Details of the funding shall be included in the information provided to the Funder in accordance with Clause 10.
- 7.3 If the Funder provides additional Grant to the Recipient under the Programme, such additional Grant shall be subject to the terms of this agreement and shall be used by the Recipient and its Delivery Partners in accordance with the instructions of the Funder.
- 7.4 The Recipient shall not, and shall ensure that the Delivery Partners do not, use the Grant to:
- 7.4.1 carry out any activities which are not aligned with the Purpose or Project as agreed; or
 - 7.4.2 make any payment to its or their (as the case may be) employees, directors, shareholders or members, save as permitted Eligible Expenditure; or
 - 7.4.3 pay for any expenditure commitments entered into before 07th July 2023
- unless this has been approved in writing by the Funder.
- 7.5 No part of the Grant shall be spent on the delivery of the Project after the Grant Period except as agreed in writing by the Funder.
- 7.6 The Recipient shall, and shall ensure that Delivery Partners, adopt such policies and procedures as are necessary in order to ensure all works, goods and/or services funded through the Grant represent value for money and that all third parties paid using the Grant are paid no more than market rates for their works, goods and/or services and are engaged on arm's length market terms.
- 7.7 Notwithstanding the generality of Clause 7.6 the Recipient shall, and shall ensure that the Delivery Partners shall, use procedures for the procurement of goods, works and services in connection with the Project which:
- 7.7.1 are compliant with the Public Procurement Rules; and

- 7.7.2 are sufficient to ensure that all goods, works and services funded by the Grant represent good value for money.
- 7.8 At the end of each Contract Year the Recipient shall ensure that any Grant monies paid to the Recipient, and which remain unspent whether by the Recipient or any Delivery Partner are returned to the Funder within fifteen (15) Working Days of the end of each Contract Year unless agreed in writing by the Funder.
- 7.9 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient or Delivery Partners to deliver the Project must be managed and paid for by the Recipient or the Delivery Partner using the resources of the Recipient or Delivery Partner other than the Grant. There will be no additional funding available from the Funder for this purpose.
- 7.10 The Recipient shall, and shall ensure that its Delivery Partners, manage its/their supply chain in accordance with the Supplier Code of Conduct and provide evidence to demonstrate compliance with the Supplier Code of Conduct when requested by the Funder.
- 7.11 The Recipient shall, and shall ensure that its Delivery Partners shall, pay any person from whom goods, works or services are purchased in connection with the Project within thirty (30) calendar days of receiving a valid undisputed invoice from that person. The Recipient shall report any breach or suspected breach of this clause 7.11 to the Funder immediately on becoming aware of such breach or suspected breach.
- 7.12 The Recipient shall, and shall require, and actively check, that its Delivery Partners, maintain policies and procedures to comply with their obligations under the Modern Slavery Act 2015 and any applicable anti-slavery and human trafficking laws, statutes, regulations and codes (**Anti-Slavery Laws**) from time to time in force and include clauses requiring compliance with the Anti-Slavery Laws in their contracts with third parties.
- 7.13 The Recipient shall report any breach or suspected breach of Clause 7.12 and/or the obligations of the Recipient and/or its Delivery Partners under the Anti-Slavery Laws immediately on becoming aware of such breach or suspected breach.
- 7.14 The Recipient shall, and shall ensure that the Delivery Partners shall, comply with all Law relevant to this agreement at all times during the term of this agreement.
- 7.15 The Recipient shall, and shall ensure that its Delivery Partners shall, comply with all Law, guidance, and policies applicable to safeguarding, together with any specific guidance or policies communicated to them by the Funder or the Lead Funder. The Recipient shall report any breach or suspected breach of safeguarding requirements to the Funder immediately upon becoming aware of such breach or suspected breach.

8 Subsidy control

- 8.1 The Recipient shall comply with and shall ensure that all Delivery Partners shall comply with, all Subsidy Control Rules, and shall ensure that all requirements of the Subsidy Control Rules are met in relation to the Project.
- 8.2 The Recipient shall not take any action or fail to take any action, or (insofar as it is reasonably within its power) permit anything to occur that will cause the Funder to be in breach of its obligations under the Subsidy Control Rules.
- 8.3 The Recipient shall provide such reasonable assistance as is requested by the Funder to enable the Funder to comply with its obligations under the Subsidy Control Rules and shall provide information to demonstrate the compliance of the Project when requested by the Funder. No payments shall be made to the Recipient if a decision of a court or any body with responsibility for enforcing the Subsidy Control Rules imposes a requirement for the Funder to withhold and/or recover any funding from the Recipient, or for the Recipient to repay any funding to the Funder.
- 8.4 The Funder may vary or withhold any or all of the payments and/or require repayment of any Grants already paid or a proportion thereof, together with interest from the date of payment, if:
- 8.4.1 the representations and warranties made by the Recipient under this agreement do not remain materially true and correct;
 - 8.4.2 variation, repayment, or recovery is, in the reasonable opinion of the Funder, required under or by virtue of the Subsidy Control Rules; or
 - 8.4.3 the Funder or the Recipient is otherwise required to vary, repay, or recover such funding in whole or in part by a court or any body with responsibility for enforcing the Subsidy Control Rules,
- and the interest rate payable by the Recipient will be set by the Funder at a level sufficient for the Funder to comply with any such recovery, requirement or obligation.
- 8.5 The Recipient shall ensure that its Delivery Partners are subject to terms equivalent to those set out in Clauses 8.1 to 8.4.

9 Accounts and records

- 9.1 The Recipient shall, and shall ensure that each Delivery Partner shall, keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it. Such records should indicate:
- 9.1.1 the identity of any third party concerned and their business;
 - 9.1.2 the amounts any third party has been given;
 - 9.1.3 the purpose for which the money has been spent;
 - 9.1.4 evidence that the contracts have been awarded in accordance with public procurement law where they are required to be;

- 9.1.5 details of any information relating to any significant sub-contracting by the Recipient or any Delivery Partner;
 - 9.1.6 details of any fraud/error cases including number and type of cases raised, levels of fraud/error prevented, fraud/error detected, debt raised/recovered, administrative or corrective action taken, and prosecutions initiated.
- 9.2 The Recipient shall, and shall ensure that the Delivery Partners shall, obtain and keep all correspondence, invoices, receipts, and accounts and any other relevant documents or records relating to the expenditure of the Grant, or in relation to quality compliance and/or risk assessments (**Relevant Records**) for a period of at least six (6) years following the end of the Grant Period. The Funder shall have the right to review, at the Funder's reasonable request, the Recipient's Relevant Records and shall have the right to take copies of such Relevant Records. The Recipient shall include a right for the Funder to review and take copies of such Relevant Records held by the Delivery Partner within its contracts with Delivery Partners.
- 9.3 The Recipient shall provide the Funder with a copy of its annual accounts, and the annual accounts of any Delivery Partner within twelve (12) months (or such other period as the Funder may reasonably require) of the end of the relevant financial year in which the Grant is paid if requested to do so by the Funder. The Recipient shall provide further copies of its audited accounts, and the accounts of any Delivery Partner as they become available if this is requested by the Funder.
- 9.4 The Recipient shall comply and facilitate the Funder's compliance, and shall ensure that the Delivery Partners shall comply and facilitate the Funder's compliance, with all statutory requirements as regards accounts, audit or examination of accounts, annual reports, and annual returns applicable to itself and the Funder.
- 9.5 Should there be any significant changes to the Recipient's financial position, or the financial position of any Delivery Partner, then the Recipient shall report this to the Funder as soon as possible.
- 9.6 The Recipient shall submit any claim for payment or management information provided to support a claim for payment to be audited by an independent auditor chosen by the Funder if reasonably requested to do so by the Funder.
- 9.7 The Recipient shall ensure that its sub-contractors and Delivery Partners take appropriate measures for record keeping relating to expenditure of the Grant to enable the Recipient to comply with its obligations under this agreement.
- 9.8 The Recipient shall:
- 9.8.1 comply with all legal requirements and government guidance in respect of its internal accounts, including those in relation to accounts being audited;
 - 9.8.2 ensure all payments in respect of the Grant are recorded accurately and compliantly in its internal accounts; and

- 9.8.3 ensure its Chief Executive has expressly approved the inclusion of the Grant in its accounts.

10 Monitoring and reporting

- 10.1 The Recipient shall closely monitor the delivery and success of the Project throughout the term of this agreement to ensure that the aims and objectives of the Project are being met and that this agreement is being adhered to.
- 10.2 The Recipient shall provide the Funder with the monitoring and evaluation information in accordance with Schedule 55 **Error! Reference source not found.** together with such additional information on the delivery of the Project, its expenditure of the Grant, its compliance with the terms of this agreement and its progress and the progress of its Delivery Partners against the agreed outputs and Deliverables in such formats as the Funder may reasonably require. The Recipient shall provide the Funder with such additional information within the timescales reasonably required by the Funder, including where such information is held by its Delivery Partners.
- 10.3 The Recipient shall support the Funder in all activities relating to monitoring, evaluation and audits including any necessary or random spot-checks.
- 10.4 Notwithstanding the generality of Clause 10.2 the Funder reserves the right at any reasonable time and as it may deem necessary to require the Recipient at its own cost, if there are suspected or significant errors, or if there is a requirement for audit purposes, to:
- 10.4.1 provide such assurance as the Funder may require that the delivery of the Project complies with the requirements of this agreement;
- 10.4.2 obtain a report by an independent accountant of the Funder's choice on:
- (a) the financial systems and controls operated by the Recipient and/or its Delivery Partners and/or its subcontractors;
 - (b) the accuracy and regularity of the claims in respect of Grant claimed or received under this agreement;
 - (c) the evidence held by the Recipient and/or its Delivery Partners and/or the subcontractors of either of them to support delivery of the Project in accordance with the terms of this agreement;
- 10.4.3 provide information, including where such information is held by its Delivery Partners, in order to enable the Funder to exercise its responsibilities and/or to fulfil requirements to provide information to the Lead Funder; and
- 10.4.4 attend and participate in meetings with Funder and/or Lead Funder as requested by the Funder.
- 10.5 Where the Funder requires a report in accordance with Clause 10.4.2, the Recipient must agree the instructions for such a report with the Funder. The report and the work required in order to produce the report shall be carried out

to the satisfaction of the Funder, and the Funder must be able to place reliance on it. The Recipient shall provide a copy of any interim report and the final report to the Funder as soon as they are available. The Funder reserves the right to require the Recipient to publish the report.

- 10.6 Where the Recipient or any Delivery Partner has obtained funding from a third party for its delivery of part of the Project, the Recipient shall provide the Funder with details of what that funding has been used for on request.
- 10.7 The Recipient shall, on request, provide the Funder and any third party authorised by the Funder including without limitation the Comptroller and Auditor General and his representatives with such further information, access to inspect relevant sites, explanations and documents as the Funder or the relevant third party may reasonably require in order for it to establish that the Grant has been used properly in accordance with this agreement.
- 10.8 The Recipient shall permit, and shall ensure that its Delivery Partners shall permit, any person authorised by the Funder such reasonable access to its/their (as the case may be) employees, agents, volunteers, sub-contractors, premises, facilities and records (however such records are held), for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this agreement and its use of the Grant and shall, if so required, provide appropriate oral or written explanations from them.
- 10.9 The Recipient and its Delivery Partners shall permit access to any person authorised by the Funder for the purpose of visiting the Recipient to monitor the delivery of the Project. Where, in its reasonable opinion, the Funder 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.
- 10.10 The Recipient shall permit, and shall ensure that its Delivery Partners shall permit, the Funder and/or the Lead Funder (or their appointed representatives) free access at all reasonable times to all documents (including computerised documents and data) and other information in connection with the Grant, or the purposes for which the Grant was used, which may be reasonably required by the Funder and/or the Lead Funder (or the appointed representatives of either):
 - 10.10.1 for the purposes of financial audit, or
 - 10.10.2 for the purposes of carrying out examinations into the economy, efficiency and effectiveness with which any department or public body has used its resources.
- 10.11 The Recipient shall, and shall ensure that its Delivery Partners shall, provide the Funder and/or the Lead Funder, (or their appointed representatives) with such further explanations as are reasonably required for the purposes set out at clauses 10.10.1 and/or 10.10.2.
- 10.12 The Recipient acknowledges that the Lead Funder may appoint a third party to undertake an evaluation of the Project. Where requested by the Funder, the Lead Funder, or the Lead Funder's representative, the Recipient shall and shall ensure that its Delivery Partners shall:

- 10.12.1 provide all reasonable assistance;
- 10.12.2 respond to all reasonable requests; and
- 10.12.3 provide such information,

in each case in a timely manner and otherwise as may be reasonably required by the Funder or the Lead Funder in relation to such evaluation.

- 10.13 The Funder shall, where practicable give the Recipient reasonable advance notice in writing of proposed visits to the Recipient or any Delivery Partner but shall not be obliged to do so.
- 10.14 The rights of access afforded at Clauses 10.8 to 10.10 and 10.12 shall include rights to:
 - 10.14.1 examine, audit, or take copies of any original or copy documentation, accounts, books, and records of the Recipient and/or its Delivery Partners and subcontractors that relate to this agreement and/or the Project;
 - 10.14.2 visit, view or assess the design, management and delivery of the Project at any premises where the Project is carried out (including those of Delivery Partners and subcontractors) and conduct relevant interviews, including interviews with Delivery Partners during these visits at any reasonable time;
 - 10.14.3 carry out examinations into the economy, efficiency and effectiveness with which the Funder and/or Recipient and/or Delivery Partner and/or subcontractors has used the Grant;
 - 10.14.4 receive information at the times and in the formats requested; and/or
 - 10.14.5 the Recipient shall and shall ensure that its Delivery Partners and subcontractors shall, comply with any such requests. The information provided shall be of sufficient quality to meet the purposes for which it has been requested.

11 Acknowledgment and publicity

- 11.1 The Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Funder as the source of the Grant.
- 11.2 The Recipient shall provide the Funder with a programme communications plan for approval from the Funder and update monthly as part of the reporting.
- 11.3 The Recipient shall ensure that its Delivery Partners, in organising any publicity or advertising in relation to this Grant follow the communications plan.
- 11.4 The Recipient shall, and shall ensure that its Delivery Partners shall, comply with all reasonable instructions of, and the prior written consent for use of such, by the Funder in relation to branding, publicity, engagement and communications with regard to the Project, the Programme and Grant funded activity, including without limitation:

- 11.4.1 using appropriate Funder, Lead Funder, and any relevant Programme logos prominently in all communications, materials and public facing documents relating to Project activity funded through the Grant, which shall include (without limitation printed, digital and electronic documents);
 - 11.4.2 following any guidelines that the Funder or the Lead Funder may require in relation to branding, publicity, engagement and communications; and
 - 11.4.3 using any toolkit provided by the Funder or the Lead Funder in relation to branding, publicity, engagement and communications.
- 11.5 The Recipient agrees, and shall procure that the Delivery Partners agree, to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Funder or the Lead Funder.
- 11.6 The Funder may acknowledge the Recipient or Delivery Partners' involvement in the Project without the Recipient or Delivery Partners' approval but shall notify the Recipient of any acknowledgement.
- 11.7 The Recipient shall, and shall ensure that the Delivery Partners shall, comply with all reasonable requests from the Funder to facilitate visits, attend meetings and events, provide reports, statistics, photographs and case studies that will assist the Funder or the Lead Funder in its promotional and fundraising activities relating to the Project.
- 11.8 The Recipient shall, and shall ensure that its Delivery Partners shall, support the Funder to share best practice in connection with the delivery of the Programme. The Recipient shall, and shall ensure that its Delivery Partners shall, comply with all reasonable requests of the Funder in this regard and shall, where requested by the Funder (without limitation):
- 11.8.1 participate in networking opportunities;
 - 11.8.2 share information, practice and methods; and
 - 11.8.3 share materials produced using the Grant.
- 11.9 The Recipient will comply with all reasonable requests from the Funder to provide case studies on the delivery of measures across the lifetime of the Programme.
- 11.10 The Recipient agrees that any case studies provided may be used in public facing promotional activities by the Funder or the Lead Funder and that the Funder and the Lead Funder may retain these materials for internal and external learning purposes and may share them more widely if the Funder or Lead Funder (as applicable) considers it appropriate.

12 Intellectual Property Rights

- 12.1 For the avoidance of doubt, the Recipient will retain all Intellectual Property Rights that are:

- 12.1.1 vested in or licensed to the Recipient prior to the Commencement Date; or
 - 12.1.2 developed by the Recipient during the term but which do not fall within Clause 12.2.
- 12.2 The Funder or the Lead Funder (as applicable) will retain any Intellectual Property Rights owned by, controlled by, vested in or licensed to the Funder or the Lead Funder prior to the Commencement Date.
- 12.3 The Recipient will retain Intellectual Property Rights in all reports, materials, documents and other products produced in whole or in part by the Recipient using the Grant.
- 12.4 The Recipient grants the Funder a non-exclusive royalty free perpetual license to use and sub-license all reporting, monitoring and application data or data related to the Programme that has been funded through provision of the Grant. Where the Recipient creates data, learning material or technical systems in relation to the Programme or Programme delivery the Recipient agrees to grant the Funder access to these materials and grants the Funder a non-exclusive royalty free perpetual license to use and sub-licence.
- 12.5 Ownership of any third-party software or Intellectual Property Rights necessary to deliver activities, products or services pursuant to the Project will remain with the relevant third party, save to the extent otherwise provided by any relevant agreement(s) entered into in relation to these.

13 Confidentiality

- 13.1 Subject to Clause 14, each party shall during the term of this agreement 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 this 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 to any Intellectual Property Rights, Know-How or other business, technical or commercial information:
- 13.2.1 which at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this agreement by the receiving party;
 - 13.2.2 which 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;
 - 13.2.3 which is at any time after the date of this 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;

13.2.4 to the extent that the Funder is required to disclose it to the Lead Funder in accordance with the Grant Conditions; this may include circumstances where there are concerns about non-compliance or underperformance;

13.2.5 to the extent that the Funder reasonably considers it necessary to disclose it to any other third party to facilitate the delivery of the Programme; or

13.2.6 to the extent that the party holding the relevant information is required to disclose it by a court, regulator or government body.

13.3 The Recipient shall ensure that its Delivery Partners are subject to terms equivalent to those set out in Clauses 13.1 and 13.2.

14 Information Requests

14.1 The Recipient acknowledges that the Funder is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**), the Environmental Information Regulations 2004 (**EIRs**) and the information disclosure obligations under the Subsidy Control Act 2022.

14.2 The Recipient shall, and shall ensure that its Delivery Partners shall:

14.2.1 provide all necessary assistance and cooperation as reasonably requested by the Funder to enable the Funder to comply with its obligations under the FOIA, EIRs and Subsidy Control Act 2022;

14.2.2 transfer to the Funder all requests for information relating to this agreement that it receives as soon as practicable and in any event within two (2) Working Days of receipt;

14.2.3 provide the Funder with a copy of all information belonging to the Funder requested in the request for information which is in its possession or control in the form that the Funder requires within five (5) Working Days (or such other period as the Funder may reasonably specify) of the Funder's request for such information; and

14.2.4 not respond directly to a request for information unless authorised in writing to do so by the Funder.

14.3 The Recipient acknowledges that the Funder may be required under the FOIA, EIRs or Subsidy Control Act 2022 to disclose information without consulting or obtaining consent from the Recipient or its Delivery Partners. The Funder shall take reasonable steps to notify the Recipient of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA where relevant) to the extent that it is permissible and reasonably practicable for it to do so but (notwithstanding any other provision in this agreement) the Funder shall be responsible for determining in its absolute discretion whether any

information is exempt from disclosure in accordance with the FOIA, the EIRs and/or the Subsidy Control Act 2022.

15 **Data Protection**

- 15.1 The Recipient must comply with all applicable requirements of the Data Protection Legislation which arise in connection with this agreement.
- 15.2 The Recipient agrees to assist the Funder in securing a compliant data transfer and processing arrangement, including signing such Information Sharing Agreement as may be set out by the Funder and in addition, where appropriate, anonymising any personal data that it provides to the Funder prior to transfer. No Grant shall be paid until the Funder has received the Recipient's signed Information Sharing Agreement and the Funder is satisfied in its absolute discretion with such other data protection measures as have been taken by the Recipient (without the Funder accepting liability for the adequacy of such measures), unless otherwise agreed by the funder if unforeseen delays are experienced.
- 15.3 The Recipient shall comply at all times with the terms of the Information Sharing Agreement.
- 15.4 The Recipient will indemnify the Funder in full and on demand in respect of any losses that the Funder may suffer as a result of any breach of this Clause 15 by the Recipient.
- 15.5 Ensure that it has provided a privacy notice to all data subjects and obtained all appropriate consents in respect of personal data captured from data subjects; and
- 15.6 Have appropriate technical and organisational controls in place to keep such personal data secure at all times, including appropriate confidentiality provisions in place with its staff, ensuring that its staff are appropriately trained in data protection; and
- 15.7 Ensure that personal data is not shared with anyone else nor transferred outside the UK without appropriate contractual provisions in place (in particular such data processing agreements or international data transfer agreements as may be required).

Subject Access Requests

- 15.8 Where the Recipient receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation it shall provide any information and/or assistance as reasonably requested by the Data Subject to respond to the request or correspondence.
- 15.9 Where the request or correspondence is directed to the Recipient and/or relates to the Funder's processing of the Personal Data, the Recipient shall:

- 15.9.1 promptly, and within five (5) Working Days of receipt of the request or correspondence inform the Funder that it has received the request and shall forward the request and correspondence to the Funder; and
 - 15.9.2 provide any information and/or assistance as reasonably requested by the Funder to help it respond to the request or correspondence in the timeframes specified by the Data Protection Legislation.
- 15.10 The Recipient shall promptly notify the Funder upon becoming aware of any Personal Data Breach and shall:
- 15.10.1 do all things reasonably necessary to mitigate the effects of the Personal Data Breach;
 - 15.10.2 implement any measures necessary to restore the security of any compromised Personal Data;
 - 15.10.3 make any required notifications to the Information Commissioner's Office or any other regulatory authority and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out); and
 - 15.10.4 not do anything which may damage the reputation of the Funder, the Lead Funder or their relationship with the Data Subjects, save as required by Law.

16 Withholding, Suspending and Repayment of Grant

- 16.1 The Funder's intention is that the Grant will be paid to the Recipient subject to the terms of this agreement and in accordance with Schedule 1, 2 and 7. However, without prejudice to the Funder's other rights and remedies, the Funder may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:
- 16.1.1 the Recipient fails to comply with any of the terms and conditions set out in this agreement and fails to rectify any such failure (if such failure is capable of remedy) within thirty (30) days of receiving written notice detailing the failure, or commits a material breach of any of the terms and conditions set out in this agreement and which in the Funder's reasonable opinion, is incapable of remedy;
 - 16.1.2 the Recipient or any Delivery Partner fails to achieve the Deliverables or is otherwise considered by the Funder to be performing poorly or failing to meet its delivery targets;
 - 16.1.3 the Recipient or any Delivery Partner uses the Grant for purposes other than those for which it has been awarded;
 - 16.1.4 the delivery of the Project does not start by 15th September 2023 in the first Contract Year;
 - 16.1.5 the delivery of the Project has not been completed by 31 March 2025 unless agreed in writing by the Funder;

- 16.1.6 the Funder considers that the Recipient and/or any Delivery Partner has not made satisfactory progress with the delivery of the Project as the case may be;
- 16.1.7 the Recipient or any Delivery Partner is, in the reasonable opinion of the Funder, delivering the Project in a negligent manner (including but not limited to failing to prevent or report actual or anticipated fraud or corruption or breach of any obligation under this agreement);
- 16.1.8 the Recipient is, and/or any Delivery Partner is, in the reasonable opinion of the Funder, delivering the Project in a manner likely to bring the Funder or the Lead Funder into disrepute;
- 16.1.9 the Recipient or any Delivery Partner obtains duplicate funding from a third party for the Eligible Expenditure;
- 16.1.10 the Recipient fails to comply with its obligations in Clauses 8 and/or 10;
- 16.1.11 the Recipient or any Delivery Partner obtains funding from a third party which, in the reasonable opinion of the Funder, undertakes activities that are likely to bring the reputation of the Project or the Funder into disrepute;
- 16.1.12 the Recipient or any Delivery Partner provides the Funder with any materially misleading or inaccurate information in any statement made by or on behalf of the Recipient or any such Delivery Partner;
- 16.1.13 the Recipient or a Delivery Partner commits or has committed a Prohibited Act;
- 16.1.14 any overpayment of the Grant is made (including where advance Grant Payments exceed the value attributable to the achieved Deliverables) or an amount is paid to the Recipient in error;
- 16.1.15 the Funder is subject to a withdrawal, reduction, repayment, suspension or deduction (or other like circumstance) of funding under the Grant Conditions (or would be if the Grant Conditions were enforceable) in respect of the Project;
- 16.1.16 the Recipient fails to comply with the provisions of any Rectification Plan, or to take corrective action required by the Funder;
- 16.1.17 the Funder is subject to a suspension, reduction or withholding (or other like circumstance) of future funding from the Lead Funder, whether as a result of any action or inaction of the Recipient or any Delivery Partner or not;
- 16.1.18 any employee, director, shareholder, member or volunteer of the Recipient or any Delivery Partner 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 Funder, bring or are likely to bring the Funder's name or reputation into disrepute;
- 16.1.19 the Recipient or any Delivery Partner 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);
 - 16.1.20 the Recipient or any Delivery Partner 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 or a restructure of the Recipient occurs, or any event analogous to the above occurs in respect of the Recipient or any Delivery Partner;
 - 16.1.21 the Recipient ceases to be a Grant Recipient of the Midlands Net Zero Hub by withdrawing from the Programme and has any un-spent Grant at the point of exit;
 - 16.1.22 there is a change in ownership or control (other than political control) of the Recipient;
 - 16.1.23 if at any time, the proposed or actual use or operation of the Project ceases to materially comply with the Agreed bid application
 - 16.1.24 in the Funder's reasonable opinion, there is a significant change in the nature or scale of the Project as laid out in the Bid Application;
 - 16.1.25 if at any time, the Recipient or any Delivery Partner has acted fraudulently in relation to this agreement or the Project or any partners, beneficiaries or sub-contractors of the Recipient or a Delivery Partner have acted fraudulently in respect of the Project;
 - 16.1.26 if at any time, the Funder has reasonable grounds to believe that the payment of the Grant, or the use of it by any Recipient or Delivery Partner, contravenes any Law;
 - 16.1.27 there is a finding of illegal State Subsidy in respect of the Project or Programme;
 - 16.1.28 a court, tribunal or other competent body requires the funding to be withheld, suspended or repaid; or
 - 16.1.29 if at any time any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable and is deemed deleted in accordance with Clause 35.1 and the parties are unable to reach an agreement in accordance with Clause 35.2 and such deletion renders this agreement invalid, unlawful, or unenforceable.
 - 16.1.30 If the recipient is in material breach of its obligation to perform any of the services under the agreement and fails to remedy such breach within ten (10) days after written notice of the breach from the Funder,

the Funder, at its sole discretion, shall have the right to “step-in” (i.e., perform the service itself) or hire another organization to perform these services. The recipient shall be liable to the Funder for any fees or expenses that the Funder may incur in exercising its step-in rights or securing a substitute provider to assume completion of those services.

- 16.2 The Recipient shall inform the Funder immediately in writing if it becomes aware, or has reason to believe, that any of the circumstances in Clause 16.1 have arisen or may arise.
- 16.3 Should the Funder be required to suspend payment of the Grant the Recipient:
 - 16.3.1 shall continue to deliver any Project activities already initiated in accordance with the terms of this agreement;
 - 16.3.2 shall not make any further use of the Grant to initiate further Project activities unless authorised by the Funder; and
 - 16.3.3 shall continue to comply with the terms of this agreement.
- 16.4 Should the Funder be required by the Lead Funder to repay any amount of the Grant as a result of any act or omission of the Recipient or any Delivery Partner, the Recipient shall repay to the Funder a sum equal to the amount which the Funder is required to pay to the Lead Funder and any interest required to be paid on such amount.
- 16.5 The Funder may redistribute or reallocate funding between the Recipient and other recipients of grant funding under the Programme in accordance with Schedule 55. The Recipient accepts that this may result in a decrease or increase in the level of the Grant available to it and the withholding of future funding. The Funder will inform the Recipient in writing should the Recipient's Grant be affected.
- 16.6 The Recipient shall make any payments due to the Funder without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 16.7 The Recipient shall make any payments due to the Funder under the terms of this agreement within fifteen (15) Working Days of request.
- 16.8 If the Recipient fails to make any payment due to the Funder within the timeframe specified in Clause 16.7, interest on the outstanding sum (inclusive of any interest due under Clause 16.2 if applicable) will accrue from the due date for payment until the date of payment. Interest will be payable at the statutory rate of interest under the Late Payment of Commercial Debts (Interest) Act 1996, or any other rate required by law in the circumstances if higher.
- 16.9 The Funder may retain or set off any sums the Recipient owes (whether because of repayment required under this Clause 16 or otherwise) against any sums due from the Funder to the Recipient under this agreement or any other agreement the Funder may have with the Recipient.

17 **Change**

- 17.1 Either party may propose changes to the terms of this agreement. However, the Recipient is not entitled to reject any change which is proposed by the Funder as a result of a change to the Grant Conditions.
- 17.2 Payment of the Grant in any Contract Year shall be subject to the agreement between the parties of any changes required to this agreement in accordance with any process for agreeing changes to the agreement adopted by the Funder and/or required by the Lead Funder and notified to the Recipient from time to time.
- 17.3 Any changes to this agreement in relation to the delivery of the Project shall be (at the absolute discretion of the Funder) adequately documented and shall be automatically included as an addendum to this agreement. Each such change shall form part of this agreement from the point that it is approved or agreed by the Funder.
- 17.4 Any changes to this agreement which are proposed by the Authority as a result of a change to the Grant Conditions shall be (in the absolute discretion of the Funder) adequately documented and shall be included as an addendum to this agreement and shall automatically become part of this agreement from the point that they are approved or agreed by the Funder. The Recipient agrees to comply with such changes from the date notified to the Recipient by the Funder.

18 **Anti-discrimination**

- 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 or otherwise and at all times shall comply with the provisions of the Equality Act 2010 in the performance of this agreement.
- 18.2 The Recipient shall take all reasonable steps to secure the observance of Clause 18.1 by Delivery Partners and all servants, employees or agents of the Recipient or Delivery Partners and all subcontractors engaged on the Project.

19 **Human Rights**

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

20 **Fraud**

- 20.1 The Recipient shall, and shall ensure that its Delivery Partners shall, 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 If the Recipient has any grounds for suspecting Financial Irregularity in relation to its organisation, any Delivery Partner or any other third party involved in delivery of the Project, whether in the use of any part of the Grant or in relation to the Project or otherwise, it must notify the Funder immediately upon becoming aware of the same. The Recipient must explain to the Funder what steps are being taken to investigate the suspicion, and keep the Funder informed about the progress of the investigation. Any grounds for suspecting Financial Irregularity includes what the Recipient, acting with due care, should have suspected as well as what is actually proven.
- 20.3 The Recipient shall put in place sufficient and proportionate management controls to mitigate the risk of fraud. The Recipient shall provide such support as the Funder reasonably requires to enable the Funder to comply with its obligations under the MoU to identify, manage and limit fraud risks, and to report on them to the Lead Funder.

21 **Limitation of liability**

- 21.1 Nothing in this agreement limits either party's liability for:
- 21.1.1 personal injury or death which is caused by that party's negligence;
 - 21.1.2 fraud or misrepresentation; or
 - 21.1.3 any other matter in respect of which liability cannot, by applicable law, be limited.
- 21.2 Subject to Clause 21.1, the Funder accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal, suspension or repayment of the Grant in accordance with this agreement. Without prejudice to the generality of the foregoing, the Funder will not be liable to (without limitation) any third party with whom the Recipient has entered into any contract for the provision of goods and/or services to it for the Project, or to whom the Recipient has sub-granted or delegated in relation to the Project or to any Delivery Partner. The Recipient will ensure that any contracts and agreements with third parties include a provision to the effect that the third party's recourse is to the Recipient itself.
- 21.3 The Recipient shall indemnify and hold harmless the Funder, 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 and/or its Delivery Partners in relation to the Project, the non-fulfilment of obligations of the Recipient under this agreement, the Recipient's and/or its delivery partners obligations to third parties, its obligations under Data Protection Legislation in

accordance with Clause 15, or any clawback of grant funding under the Grant Conditions.

21.4 Subject to Clause 21.1, the Funder's liability under this agreement is limited to the payment of the Grant.

22 Warranties

22.1 The Recipient warrants, undertakes and agrees that:

22.1.1 it has all necessary resources, approvals, powers and expertise to deliver the Project (assuming due receipt of the Grant);

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

22.1.3 it shall at all times comply with all relevant Law and all applicable codes of practice and other similar codes or recommendations, and shall notify the Funder immediately of any significant departure from such Law, codes or recommendations;

22.1.4 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;

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

22.1.6 the use of the Grant in relation to the Project is compliant with the Subsidy Control Rules;

22.1.7 to the extent that it has been delivering the Project prior to the Commencement Date, such Project delivery has been in all respects in accordance with the terms of this agreement;

22.1.8 it shall at all times comply with the Grant Conditions and any other requirements of the Funder notified to it from time to time;

22.1.9 it has and shall keep in place robust systems and processes for quality assurance in relation to the services provided;

22.1.10 it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;

22.1.11 all financial and other information concerning the Recipient which has been disclosed to the Funder is to the best of its knowledge and belief, true and accurate;

22.1.12 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;

- 22.1.13 it is not aware of anything in its own affairs, which it has not disclosed to the Funder which might reasonably have influenced the decision of the Funder to make the Grant on the terms contained in this agreement;
- 22.1.14 it is not aware of any circumstances which might materially and adversely impact on its ability to undertake the Project or observe the terms of this agreement;
- 22.1.15 since the date of its last accounts there has been no material change in its financial position or prospects; and
- 22.1.16 It shall obtain warranties equivalent to those set out at Clauses 22.1.1 to 22.1.15 from any Delivery Partner.

23 Insurance

- 23.1 The Recipient shall effect and maintain adequate insurance policies at all times with a reputable insurance company in respect of all risks which may be incurred by the Recipient arising out of the Recipient's performance of the Project pursuant to this agreement (the **Required Insurances**).
- 23.2 The Required Insurances referred to above shall include (but are not limited to):
 - 23.2.1 employer's liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project;
 - 23.2.2 public liability insurance with a limit of indemnity of not less than one million pounds (£1,000,000) in relation to any one claim or series of claims arising from the Project;
 - 23.2.3 professional indemnity insurance with a limit of indemnity of not less than one million pounds (£1,000,000) in relation to any one claim or series of claims arising from the Project; and
 - 23.2.4 Officials Indemnity OR Directors & Officers insurance (£1,000,000) in relation to any one claim or series of claims arising from the Project;
 - 23.2.5 Fidelity Guarantee OR Crime insurance (£1,000,000) in relation to any one claim or series of claims arising from the Project;
 - 23.2.6 Grant Recipient has robust information security, in the form of Cyber Essentials accreditation and/or complies with ISO 27001.
- 23.3 The Recipient shall on request provide the Funder with copies of such insurance policies and evidence that the relevant premiums have been paid.

24 Termination

- 24.1 The Funder may terminate this agreement and any Grant payments on giving the Recipient two (2) months' written notice.

24.2 Without prejudice to Clause 16.1 and in addition to any other remedies under this agreement, the Funder may terminate this agreement immediately upon giving written notice:

24.2.1 should any of the occurrences listed in Clauses 16.1.1 to 16.1.29 occur;

24.2.2 should the Funder fail to receive sufficient funds from the Lead Funder to pay the Grant due in any Contract Year; and/or

24.2.3 should the MoU be terminated for any reason.

25 **Assignment**

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

25.2 The Funder has discretion to assign or novate this agreement to another public sector organisation should it wish to do so.

26 **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.

27 **Notices**

All notices and other communications in relation to this agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any Working Day they shall be deemed received on the next Working Day) and if mailed all such communications shall be deemed to have been given and received on the second Working Day following such mailing.

28 **Dispute Resolution**

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

28.2 Should the complaint or dispute remain unresolved within fourteen (14) days of the matter first being referred to the Project Manager or other nominated individual, as the case may be, either party may refer the matter to the Director of Environment and Sustainability of the Funder and the Responsible Director of the Recipient with primary responsibility for the aspect of the Project which relates to the dispute with an instruction to attempt to resolve the dispute by agreement within twenty eight (28) days, or such other period as may be mutually agreed by the Funder and the Recipient.

- 28.3 In the absence of agreement under Clause 28.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

29 Escalation Process

- 29.1 If the Funder or the Lead Funder reasonably believe that the Recipient is performing poorly or failing to meet delivery targets, or that there are other issues in relation to the Recipient's delivery of the Project or performance of this agreement which require to be addressed, then the escalation process set out in this clause shall be followed by the parties:
- 29.1.1 First Stage – the Funder will alert the Recipient to the issue by e-mail. The Recipient shall seek to resolve the issue within any timescales proposed by the Funder.
 - 29.1.2 Second Stage – The Funder will alert the Recipient to the issue by telephone call. The Recipient shall seek to resolve the issue within any timescales proposed by the Funder.
 - 29.1.3 Third Stage – The Funder will alert the Recipient's Chief Executive Officer by e-mail to explain the issue and that it has not yet been resolved, seeking an explanation and urgent resolution of the issue. If the Funder's e-mail is not responded to and an appropriate solution to resolve the issue agreed, the Funder will alert the Leader of the Recipient.
- 29.2 The stages of the escalation process outlined in Clause 29.1 may be timed at such intervals as the Funder considers reasonably appropriate, taking into account the nature of the issue and the urgency of its resolution.
- 29.3 Notwithstanding the provisions of Clause 29.1 If the Funder considers it appropriate at any time, it may require the Recipient to produce a Rectification Plan which shall set out in detail the actions that the Recipient proposes to take in order to rectify any issue in connection with the delivery of the Project or performance of this agreement (**Rectification Plan**). The Recipient must submit any Rectification Plan for approval by the Funder and once approved shall implement the requirements of the Rectification Plan in accordance with any timescales requested by the Funder.

30 No Partnership or Agency

This agreement shall not create any partnership or joint venture between the Funder 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.

31 Joint and Several Liability

Where the Recipient is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this agreement on behalf

of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this agreement.

32 Variation

Except as expressly stated in Clause 17, no variation to this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

33 Contracts (Rights of Third Parties) Act 1999

This 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.

34 Governing Law

This 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.

35 Severability

35.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

35.2 If any provision or part-provision of this agreement is deemed deleted under Clause 35.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

36 Entire agreement

This 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.

37 Counterparts

This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

This agreement has been entered into on the date stated at the beginning of it.

Schedule 1 Grant Summary

Part 1 Grant Summary

The Local Energy Advice Demonstrator (LEAD) is a government-funded pilot scheme that provides the local in-person energy advice for a domestic setting. The projects will form a part of a “test and learn” approach to explore the effectiveness of different methods of in-person advice, and better understand the advice requirements of different consumer groups. These projects will look to offer community-led approaches with the aim of reaching consumers and building types that particularly require in-person advice – including, but not limited to: :

- Hard-to-treat buildings – the UK has the oldest building stock in Europe. In-person visits can better capture the complexities of these building types, which are harder to address through digital and telephone advice. (This could include the following issues: listed buildings/conservation areas, planning restrictions, non-standard construction, terraced homes, flats, off-gas-grid homes, poorly-performing homes, etc., as relevant to the local area.)
- Hard-to-reach consumers – local, in-person advice may extend the service to certain consumer types e.g., the elderly, disengaged, those with limited internet access, minority ethnic groups, etc. (This could include the following groups: less internet-literate, elderly, fuel poor, off gas grid, minority ethnic groups, those with disabilities, those sensitive to internal disruption in homes, etc., as relevant to the local area.)

In July 2022 the GOV.UK website was launched, and the Department intends to launch the retrofit phonenumber service in 2023 which will offer consumers bespoke energy advice. The Local Net Zero Hubs are working with DEPARTMENT OF ENERGY SECURITY AND NET ZERO to develop and deliver a programme of local in-person demonstrator projects to explore the effectiveness of different methods of advice, and better understand the advice requirements of different kinds of consumers. The Local Net Zero Hubs will support delivery at a regional level, and are recommending regional allocations to optimise scope, coverage, and delivery routes. Thereafter, the preferred approach is one of co-design, with DEPARTMENT OF ENERGY SECURITY AND NET ZERO and the Hubs working with delivery partners to create a varied programme of tailored in-person support approaches and methods that can be evaluated for insights into wider replication. Applications are sought from prospective delivery partners to create a varied programme of tailored support approaches and methods that can be evaluated for insights into national scale replication.

Delivery will run from July 2023 to March 2025.

The Grant Period shall begin on the Commencement Date and expire on 31 March 2025 unless this agreement is terminated in accordance with its provisions, or unless the Grant Period is extended by agreement between the parties.

The first Project Manager(s) shall be Michael Gallagher and Jack Hayhoe.

The Contact Details of the Project Manager are as follows, unless otherwise notified to the Recipient by the Funder:

localenergyadvice@nottinghamcity.gov.uk / michael.gallagher@nottinghamcity.gov.uk / jack.hayhoe@nottinghamcity.gov.uk

The Grant Amount must only be used for the delivery of work outlined in Schedule 2 (LEAD Bid Application)

Eligible Expenditure is net of VAT recoverable by the Council from HM Revenue & Customs, and gross of irrecoverable VAT. This means that all grants are outside the scope of VAT.

Part 2 Allocation and Deliverables

The Grant in the First Contract Year is £118,000.00. The Grant in subsequent Contract Years will be £186,000.00

Table 1 below shows your total allocation for the First and second Contract Year.

Table 1 – LEAD allocation breakdown	
Allocation Year	Annual allocation
2023/24	£118,000.00
2024/25	£186,000.00
Total	£304,000.00

Part 3 Funding Preconditions

Key Performance Indicators (KPI's)

- The Recipient must report on the mandatory KPI's in schedule 3 to the Funder and provide feedback where the KPI's are not achieved, and any mitigation actions taken as part of this Demonstrator programme.
- The recipient must report against the project specific KPI's submitted in the revised KPI baseline included in Schedule 3 to the Funder and provide feedback where the KPI's are not achieved, and any mitigation actions taken as part of this Demonstrator programme
 - Reporting of the KPI's will be expected Monthly as outlined in the MoU.
 - Any changes to KPI's must be raised by the Recipient to the Funder for discussion and then agreed with the Lead Funder.

Information Sharing Agreement

- The Recipient must sign an Information Sharing Agreement for their project to the Funder substantially in the form set out in Schedule 4. A completed and signed Information Sharing Agreement is required to draw down payment.

Schedule 2 Bid Application

Schedule 2 to this agreement comprises of the file entitled 'Central and South Lincolnshire LEAD bid' containing the original bid application on which the Recipient was successful in securing the programme Grant. This is embedded in the word version of this document.



Central and South
Lincolnshire LEAD bid

Schedule 3 Key Performance Indicators (KPI's)

Mandatory KPI's	2023/24				2024/25						
	Q2	Q3	Q4	Totals	Q1	Q2	Q3	Q4	Totals		
	July, August, & September	October, November, & December	January, February, & March		April, May, & June	July, August, & September	October, November, & December	January, February, & March			
Number of people provided with in-person advice. KPI 1		60	119	119	298		200	200	102	0	502
Number of homes with measures installed following advice. KPI 2		0	30	78	108		50	50	50	12	162
Customer satisfaction with advice and empowerment levels (as a % of all users). KPI 3		75	75	75	75%		75	75	75	0	75%
Number of off-gas-grid homes with measures installed following advice.		0	0	25	25		11	11	11	4	37
Number of solid-walled homes with measures installed following advice.		0	0	20	20		7	7	7	4	25
Number of homes with clean heat technologies installed following advice (e.g., electric storage heaters, air source heat pumps, ground source heat pumps).		0	0	10	10		5	4	3	3	15
Harder-to-treat homes identified locally, and barriers to retrofit identified and overcome. Project KPI 1		0	10	15	25		10	10	10	0	30
Vulnerable consumers identified locally, and barriers to retrofit identified and overcome. Project KPI 2		0	10	15	25		15	15	15	0	45

Schedule 4 Information Sharing Agreement (ISA)

Document to be added once approved by Department of Energy Security and Net Zero

Schedule 5 Reporting Requirements

The Recipient shall comply with the obligations set out within this Schedule 6.

1. The Recipient and relevant Funder will have a regular monthly meeting to discuss the progress of delivery of the Programme and any issues arising from the Monthly Report. Attendance will be monitored and will be required to release payments.
2. On a monthly basis, the Recipient will provide a completed report for LEAD to the Funder Project Team covering the period from the first to last day of the month and provided on or before the 8th Working Day of the subsequent month (the "**Monthly Report**"). For example, the report covering the delivery period of 1 - 31 August 2023 will be required to be submitted by the 8th Working Day of September 2023 which is 12th September 2023. The Recipient's first report is required the 8th Working Day of subsequent month the award letter is signed.
3. The Funder will monitor the Monthly Report by applying a RAG rating. If the Recipient is meeting less than 65% of KPI's, this will be rated Red. If the Recipient is meeting less than 80% of forecasted delivery, this will be rated Amber. 80% or above of forecasted delivery will be rated Green. If the Monthly Report has two consecutive months of Red status, or 3 consecutive months of Amber status, a meeting to reforecast delivery will be required and the Recipient shall deliver the Project in accordance with any reforecast delivery requirements. If delivery within the remaining time is not possible, or the Monthly Report following reforecasting is not rated Green, MNZH may withdraw a proportion of funds (which in its absolute discretion) is appropriate to the level of underperformance.
4. The Recipient will comply with the reporting requirements notified to it by the Funder from time to time.
5. The Recipient shall provide a report to the Funder, covering the period from the first to last day of the month, on or before the 8th Working Day of the subsequent month (**Monthly Report**). The Monthly Report will be provided in the format and in accordance with the template notified to the Recipient by the Funder and shall include:
 - a. The data points specified in the Monthly Reporting Document including an update on the Recipient's progress against each Key Performance Indicator set out within Schedule 3;
 - b. Any items which the Recipient wishes to bring to the attention of the Funder, such as lessons learned, good news stories, indicate potential escalations which will be managed in accordance with the escalations process set out in Clause 29 of this agreement.
6. The Recipient will attend and participate in any meetings requested by the Funder.
7. The Recipient shall maintain and keep up to date a risk register (including conflict of interest) in respect of the Project in accordance with the risk register provided in the bid application and any other instructions of the Funder.

8. The Recipient will produce monthly fraud/error management performance reports as part of the **Monthly Report** to the Funder including number and types of cases raised; levels of fraud/error prevented, fraud/error detected; debt raised/recovered; admin/corrective action taken; prosecution initiated.

Schedule 6 Eligible & Ineligible Expenditure

1.1 This Schedule sets out the categories of Eligible Expenditure for which Grant Funding may be claimed by the Recipient.

1.2 The only costs that will amount to Eligible Expenditure are those which:

1.2.1 are incurred within the Grant Period;

1.2.2 are net of VAT recoverable from HM Revenue and Customs and gross of irrecoverable VAT;

1.2.3 are directly attributable to the delivery of the Project to which the Grant Funding relates;

1.2.4 are incurred by or Distributed to UK-based organisations;

1.2.5 otherwise meet the requirements of this Schedules 1 & 2.

2.1. The Authority will only pay the Grant in respect of Eligible Expenditure incurred by the Recipient to deliver the Deliverables and the Recipient will use the Grant solely for delivery of the Deliverables (as set out in Schedules 1 & 2 of these Conditions).

2.2. The items listed in Schedules 1 & 2 and the following costs/payments will be classified as Eligible Expenditure if incurred for the purposes of the Deliverables:

2.2.1. fees charged or to be charged to the Recipient by the external auditors/accountants for reporting or certifying that the Grant paid was applied for its intended purposes.

2.2.2. giving evidence to Parliamentary Select Committees;

2.2.3. attending meetings with government ministers or civil servants to discuss the progress of a taxpayer funded grant scheme;

2.2.4. responding to public consultations, where the topic is relevant to the objectives of the Deliverables. To avoid doubt, Eligible Expenditure does not include the Recipient spending the Grant on lobbying other people to respond to any such consultation:

2.2.5. providing independent evidence-based advice to local or national government as part of the general policy debate, where that is in line with the objectives of the Grant.

2.3. The Recipient may not in any circumstance claim the following non-exhaustive list as Eligible Expenditure. The list below does not override activities which are deemed eligible in these Conditions:

2.3.1. 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;

- 2.3.2. using the Grant to directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the Grant;
- 2.3.3. using the Grant to petition for additional funding;
- 2.3.4. expenses such as for entertaining, specifically aimed at exerting undue influence to change government policy;
- 2.3.5. input VAT reclaimable by the Recipient from HMRC;
- 2.3.6. payments for activities of a political or exclusively religious nature;
- 2.4. Other examples of expenditure, which are prohibited, include the following:
 - 2.4.1. contributions in kind;
 - 2.4.2. interest payments or service charge payments for finance leases;
 - 2.4.3. gifts;
 - 2.4.4. statutory fines, criminal fines or penalties civil penalties, damages or any associated legal costs;
 - 2.4.5. payments for works or activities which the Grant Recipient, or any member of their Partnership has a statutory duty to undertake, or that are fully funded by other sources;
 - 2.4.6. bad debts to related parties;
 - 2.4.7. payments for unfair dismissal or other compensation;
 - 2.4.8. depreciation, amortisation or impairment of assets owned by the Grant Recipient;
 - 2.4.9. liabilities incurred before the commencement of the Grant Funding Agreement unless agreed in writing by the Authority.

Schedule 7 Claim process

Each month, the Recipient will submit a Monthly Report including spend to date as outlined in schedule 5, subject to the reporting template to be provided by the Funder in line with the Lead Funders requirements.

The Funder will then submit the delivery report to the Lead Funder for the Midlands region.

The Lead Funder may request proof of expenditure and any other supporting documentation and information in addition to the monthly report. The Recipient must provide this evidence in a timely manner. As a minimum, proof of expenditure will be required four times per year as part of a quarterly review and reconciliation exercise.

The Funder will pay the Recipient based on the monthly report within 6 weeks of the report deadline. The Recipient should note that payment is subject to the terms of this agreement, and that the Funder cannot make payment where it has not received funds from the Lead Funder.

The Funder expects to make the final payment once all Grant spend has been reconciled and accounted for.

The Recipient shall attend a mandatory meeting in no less than 10 working days in advance of the Reconciliation Exercise each quarter.

The Authority reserves the right to request a full evidence check at any point during delivery and will work proactively with the Recipient to carry this out in appropriate timescales.

Schedule 8 Memorandum of Understanding

This is the Memorandum of Understanding between the Department of Energy Security and Net Zero and Nottingham City Council as Accountable Body for the Midlands Net Zero Hub.



2023.05.22 MoU BEIS
and Midlands Net Zer

Schedule 9 Communications Plan

Document to be added once approved by Department of Energy Security and Net Zero

EXECUTED on behalf of Nottingham City Council acting as
accountable body for the Midlands Net Zero Hub

.....

Authorised Signatory

EXECUTED

by the **Recipient**

[Grant Recipients to insert their preferred execution block]

.....

Authorised Signatory

