

**DATE: 4<sup>th</sup> July 2025**

## **Grant Funding Agreement**

- 1. Nottingham City Council**
- 2. West Lindsey District Council**

## **Warm Homes: Local Grant**

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This **GRANT FUNDING AGREEMENT** is dated 4<sup>th</sup> July 2025.

Between:

## **Parties**

- 1) **Nottingham City Council** of Loxley House, Station Street, Nottingham NG2 3NG (**we, us, our, Funder**); and
- 2) West Lindsey District Council whose address is at The Guildhall, Marshall's Yard, Gainsborough, Lincolnshire, DN21 2NA (**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 Scheme.
- 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:

<b>Agreed Development Plan</b>	means the Development Plan approved by the Funder as may be replaced, updated or varied from time to time.
<b>Additional Resource</b>	the additional resource for customer journey support made available by the Funder to the Recipient in relation to the Project.
<b>Additional Resource Protocol</b>	the protocol set out in Schedule 5.
<b>Additional Resource Provider</b>	the provider of the Additional Resource from time to time.
<b>Approved Batch Application</b>	means any Batch Application submitted by the Recipient in accordance with the process set out in Schedule 1 and approved by the Funder.
<b>Batch Application</b>	means an application to commence works on a batch of 'ready to retrofit homes', as further described in Schedule 1.

**Batch Submission Form** the batch application form for the Scheme made available by the Funder to the Recipient and as may be amended, updated or replaced from time to time.

**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.

**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.

**Confidential Information** means any information (however conveyed, recorded or preserved) disclosed by a Party or its personnel to another Party (and/or that Party's personnel) whether before or after the date of this agreement, including but not limited to:

- (a) any information that ought reasonably to be considered to be confidential (whether or not it is so marked) relating to:
  - i. the business, affairs, customers, clients, suppliers or plans of the disclosing Party; and
  - ii. the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party;
- (b) any information developed by the Parties in the course of delivering the Project;
- (c) any personal data (within the meaning of the UK GDPR or the EU GDPR as the context requires) supplied for the purposes of, or in connection with, this agreement by the Funder to the Recipient; and
- (d) any information derived from any of the above.

Confidential Information shall not include information which:

- (e) was public knowledge at the time of disclosure (otherwise than by breach of this agreement and/or associated undertakings);
- (f) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (g) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- (h) is independently developed without access to the Confidential Information.

<b>Commencement Date</b>	the date of this agreement.
<b>Contract Year</b>	The first Contract Year shall run from the Commencement date until 31 March 2026. Each subsequent Contract Year shall be a period of 12 months commencing on 1 April.
<b>Controller</b>	shall have the same meaning as set out in the Data Protection Legislation.
<b>Data Protection Legislation</b>	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.
<b>Data Subject</b>	shall have the same meaning as set out in the Data Protection Legislation.
<b>Deliverables</b>	means all outputs or targets of the Project described within the Grant Summary and Agreed Development Plan as may be updated or amended and as set out within an agreed Project Change Request from time to time.
<b>Delivery Assurance Check</b>	has the meaning given in the MoU.
<b>Delivery Partner</b>	any third party or parties appointed or funded by the Recipient to deliver the Project using the Grant.
<b>Development Plan</b>	means the template plan for delivery of the Project submitted by the Recipient in accordance with Clause 5.2 substantially in the format set out in Schedule 2.
<b>DPA 2018</b>	the Data Protection Act 2018.
<b>Eligible Expenditure</b>	has the meaning given in the MoU.
<b>Eligible Household</b>	has the meaning given in the MoU.
<b>Eligible Measures</b>	has the meaning given in the MoU.
<b>Exit Plan</b>	Has the meaning given in the MoU

<b>Extension Period</b>	has the meaning given in clause 3.2.
<b>EU GDPR</b>	means the General Data Protection Regulation ((EU) 2016/679).
<b>Financial Irregularity</b>	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. For the purposes of this agreement, the threshold for an occurrence to be considered fraud or fraudulent shall be consistent with the threshold set out in the MoU.
<b>Ineligible Expenditure</b>	means those purposes which are specified in the MoU as being purposes for which the Grant must not be used, including but not limited to those set out in Clause 45 and Clause 97 of the MoU.
<b>Information Sharing Agreement</b>	the Information Sharing Agreement entered into between the parties and substantially in the form set out in Schedule 3.
<b>Installer</b>	means any third party appointed by the Recipient or any Delivery Partner to carry out Eligible Measures in respect of the Project.
<b>Grant</b>	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.
<b>Grant Conditions</b>	the Guidance, the MoU and any related documents and grant determination letters issued to the Funder by the Lead Funder in relation to the Scheme from time to time, as may be amended or varied.
<b>Grant Period</b>	means the period from the Commencement Date until the 31 March 2028 unless terminated earlier or extended in accordance with clause 3.2.
<b>Grant Summary</b>	The grant summary set out Schedule 1.
<b>Guidance</b>	the “WH: LG Policy Guidance Document” the “WH: LG Mobilisation and Delivery Guidance Document” and the “WH: LG Allocation Guidance Document” (in each case as defined in the MoU) produced by the Lead Funder as may be amended or varied from time to time.
<b>Intellectual Property Rights</b>	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.
<b>Know-How</b>	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.

<b>Law</b>		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.
<b>Lead Funder</b>		means the body providing funding to the Funder for the purposes of the Scheme 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 Scheme.
<b>Measure Limit Requirements</b>	<b>Price</b>	the Funder and Lead Funder's requirements in relation to measure price limits as notified to the Recipient by the Funder from time to time.
<b>Mid-Mobilisation Review</b>		has the meaning given in the MoU.
<b>Minimal Financial Assistance Requirements</b>		means the requirements set out within section 36 and section 37 of the Subsidy Control Act 2022.
<b>Monthly Report</b>		the monthly report to be produced by the Recipient in accordance with Schedule 6.
<b>MoU</b>		The Memorandum of Understanding entered into between the Lead Funder and the Funder for the delivery of Warm Homes: Local Grant as set out in Schedule 4 and as may be amended or updated from time to time.
<b>NDA</b>		means the non-disclosure agreement entered into between the Recipient and the Funder on or around the date of this agreement in relation to specific confidential information related to the Project, largely in the form set out in Schedule 9.
<b>Personal Data</b>		shall have the same meaning as set out in the Data Protection Legislation.
<b>Personal Data Breach</b>	<b>Data</b>	shall have the same meaning as set out in the Data Protection Legislation.
<b>Pre-Delivery Requirements</b>		the return to the Funder of a properly completed and signed NDA and Information Sharing Agreement and appropriately completed Development Plan, in each case in accordance with Schedule 1.
<b>Prohibited Act</b>		(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:



- (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
- (b) showing or not showing favour or disfavour to any person in relation to this agreement or any other contract with the Funder;

(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;

(3) committing any offence:

- (a) under the Bribery Act;
- (b) under legislation creating offences in respect of fraudulent acts; or
- (c) at common law in respect of fraudulent acts in relation to this agreement or any other contract with the Funder; or
- (d) defrauding or attempting to defraud or conspiring to defraud the Funder.

<b>Project</b>	means the project described at Schedule 1 and within the Agreed Development Plan and Approved Batch Applications and any Project Change Request agreed by the Funder from time to time.
<b>Project Change Request</b>	means a project change request form in the form required by the Funder from time to time documenting a change to the Project.
<b>Project Manager</b>	the individual who has been nominated to represent the Funder for the purposes of this agreement as set out in Schedule 1.
<b>Property</b>	means any property which is an Eligible Household for the purposes of the Grant Conditions;
<b>Public Procurement Rules</b>	means any obligations of the Recipient in relation to public procurement including under the Public Procurement Regulations 2015 and the Procurement Act 2023 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.

<b>Purpose</b>	means the delivery by the Recipient of the Project in accordance with the terms of this agreement including but not limited to Schedule 1 (Grant Summary and Grant Application).
<b>Rectification Plan</b>	has the meaning given in Clause 30.3.
<b>Recovery Plan</b>	has the meaning given in the MoU;
<b>Remediation Plan</b>	has the meaning given in the MoU;
<b>Responsible Director</b>	Means the director of the Recipient identified as such in Schedule 1, or if no such person is identified in Schedule 1, any director of the Recipient.
<b>Scheme</b>	means the Warm Homes: Local Grant scheme.
<b>SPEI Assistance</b>	means the requirements set out within section 38 and section 39 of the Subsidy Control Act 2022.
<b>State Subsidy</b>	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.
<b>Subsidy Control Rules</b>	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.
<b>Supplier Code of Conduct</b>	means the Government Supplier Code of Conduct set out within Annex 8 of the MoU as may be updated or replaced from time to time.
<b>Template Privacy Notice</b>	means the template privacy notice for the Scheme provided by the Funder to the Recipient as may be updated or replaced by the Funder from time to time.
<b>Term</b>	means the Grant Period and any Extension Period.
<b>UK GDPR</b>	has the meaning given to it in Section 3(10) (as supplemented by Section 205(4)) of the DPA 2018.
<b>VAT</b>	value added tax or any equivalent tax chargeable in the UK.
<b>Working Day</b>	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.

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- 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 enure 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 Clauses 3.2 and 3.4 shall continue until the end of the Grant Period unless terminated earlier in accordance with Clause 25.
- 3.2 The Funder may at any time prior to expiry of the Grant Period give notice to the Recipient that it is extending the term of this agreement on the same terms mutatis mutandis for a further period (**Extension Period**). Should the Funder elect to extend the duration of this agreement it will confirm the Grant available

in respect of the relevant Extension Period and the duration of the Extension Period in writing.

- 3.3 Payment of the Grant in any Extension Period shall be subject to:
  - 3.3.1 agreement between the parties of any changes to this agreement requested by the Funder (including but not limited to the Agreed Development Plan); and
  - 3.3.2 receipt by the Funder of sufficient funds from the Lead Funder to pay the Grant in any Extension Period.
- 3.4 Should the Lead Funder alter the duration of the Funding Period (as defined in the Grant Conditions) the Funder may elect to alter the term of this agreement to align with the alteration to the Grant Conditions upon providing reasonable notice. Such a change will not require the Recipient's consent.
- 3.5 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. This shall include, but not be limited to, obligations in respect of actions required after the termination or expiry of the MoU.

#### **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 take such actions 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, or otherwise result in non-compliance with, 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 from time to time;
  - 4.1.4 not take any action or make any omission that has or is likely to have a negative impact on the Delivery Assurance Check or Mid-Mobilisation Review undertaken by the Lead Funder or which would cause the Lead Funder to freeze the Batch Process in accordance with paragraph 134 of 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 from time to time 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 connection with the Project 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;
- 4.1.7 undertake its delivery of the Project, and ensure that any Delivery Partners undertake their duties in connection with the Project in a manner consistent with the MoU and the Guidance in all respects;
- 4.1.8 comply with, and/or support the Funder in its compliance with, the terms of any Recovery Plan or Remediation Plan or any other plan to improve delivery of the Project, or any Exit Plan, in each case requested by the Lead Funder under the MoU;
- 4.1.9 engage with the Funder, the Lead Funder and any third parties engaged by the Lead Funder in connection with the Project collaboratively and in accordance with any requirements of the MoU;
- 4.1.10 comply with any request or instruction made by the Lead Funder in connection with paragraph 214 of the MoU;
- 4.1.11 comply with all rules, requirements and limitations relating to the use of the Grant and the delivery of the Project set out within the MoU as if they applied directly to the Recipient, save that any references in the MoU to the Lead Funder (or Authority) shall be read as references to the Funder. The Recipient's attention is drawn in particular (but without limitation) to the following provisions of the MoU:
  - (a) clauses 23 to 25;
  - (b) clauses 26 to 28;
  - (c) clauses 29 to 44;
  - (d) clauses 45 and 46;
  - (e) clauses 47 to 53;
  - (f) clause 54 and 55;
  - (g) clauses 59 to 61;
  - (h) clause 63;
  - (i) clauses 69 to 71;
  - (j) clauses 80 to 83;
  - (k) clause 84;
  - (l) clauses 85 to 97;
  - (m) clauses 118 to 144;

- (n) clauses 169, 170, 171 (1) (2), (4) – (9), 172, 173, 178, 179, 181;
  - (o) clauses 212 to 216;
  - (p) clauses 221 to 227;
  - (q) clause 246;
  - (r) clauses 252 to 258;
  - (s) clauses 259 to 261; and
  - (t) clauses 263 to 264.
- 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 Delivery Partners and subcontractors which give the Recipient sufficient rights to enable the Recipient to comply with its obligations under this agreement.
- 4.4 Although the MoU is expressed to be non-binding, the Parties agree that as between themselves, they shall treat the MoU as binding on the Funder, and the Recipient agrees to waive any claim or defence it would or may otherwise be able to claim in respect of this agreement on the basis that the MoU is non-binding.

## **5 Purpose of Grant**

- 5.1 The Recipient shall, and shall ensure that the Delivery Partners shall, use the Grant only for the 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 submit its Development Plan and Batch Applications to the Funder in accordance with Schedule 1 and any further instructions of the Funder.
- 5.3 The Agreed Development Plan and each Approved Batch 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 20<sup>th</sup> June 2025 and throughout the Grant Period unless agreed in writing by the Funder and shall not apply and shall ensure that any Delivery Partners do not apply, the Grant to Ineligible Expenditure.
- 5.5 The Recipient shall not make any change to the Project, or the Agreed Development Plan, nor shall it allow any Delivery Partner to make any change to the Project, or the Agreed Development Plan without the Funder's prior written agreement.

- 5.6 The Recipient shall not commence capital delivery of the Project until the Funder has confirmed that the Delivery Assurance Check has been passed. The Recipient shall not commence delivery of Eligible Measures in any Property until the Funder has confirmed that the relevant Batch Application is an Approved Batch Application.
- 5.7 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 18.2, the Funder shall pay the Grant to the Recipient provided that the Recipient has met the Pre-Delivery Requirements, and provided that sufficient funds are made available to the Funder by the Lead Funder when payment falls due in the relevant Contract Year, and subject also to the provisions of Schedule 1 and Schedule 2 and Schedule 6 and Schedule 7. 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 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.
- 6.3 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.
- 6.4 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.
- 6.5 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.
- 6.6 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 Project.

- 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 Scheme, 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 20th June 2025;
- 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 shall, 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 The Recipient shall deliver the Project in accordance with the Measure Price Limit Requirements.
- 7.9 At the end of each Contract Year, and on expiry or termination of this agreement, 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 or within fifteen (15) Working Days of the date of expiry or termination unless agreed in writing by the Funder.



- 7.10 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.
- 7.11 The Recipient shall, and shall ensure that its Delivery Partners shall, 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.
- 7.12 The Recipient shall, as soon as practicable, report any breach or suspected breach of the Supplier Code of Conduct (whether such breach or suspected breach occurs in relation to the Recipient and its supply chain or any Delivery Partner and its supply chain) to the Funder and shall comply, and procure that any Delivery Partner shall comply with the requirements of the Funder in relation to the management of such breach.
- 7.13 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 7.13 to the Funder immediately on becoming aware of such breach or suspected breach.
- 7.14 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. The Recipient shall, and shall ensure that its Delivery Partners shall, work with their supply chains and the Funder to comply with the requirements of the MoU in relation to modern slavery.
- 7.15 The Recipient shall report any breach or suspected breach of Clause 7.14 and/or the obligations of the Recipient and/or its Delivery Partners under the Anti-Slavery Laws to the Funder immediately on becoming aware of such breach or suspected breach.
- 7.16 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.
- 7.17 The Recipient shall have in place an adequate policy for safeguarding responsibilities, and shall ensure that all Subcontractors and Delivery Partners that interact with residents, occupants of social housing or homeowners meet the requirements specified by the policy. Safeguarding concerns should be recorded on the risk register and discussed in the monthly meetings. The Recipient shall be responsible for updating and monitoring its safeguarding policy.

## 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 including applying the Minimal Financial Assistance Requirements or the SPEI Assistance Requirements as appropriate.

- 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.
- 8.4 The Recipient shall comply with the transparency obligations set out in clauses 32 to 34 of the Subsidy Control Act 2022 in relation to any subsidies granted using the Grant.
- 8.5 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.
- 8.6 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:
  - 8.6.1 the representations and warranties made by the Recipient under this agreement do not remain materially true and correct;
  - 8.6.2 variation, repayment, or recovery is, in the reasonable opinion of the Funder, required under or by virtue of the Subsidy Control Rules; or
  - 8.6.3 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.

- 8.7 The Recipient shall ensure that its Delivery Partners are subject to terms equivalent to those set out in Clauses 8.1 to 8.6.

## **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, both during the Term and for ten (10) years following the end of the Term. 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 the Public Procurement Rules 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, and in relation to quality compliance and/or risk assessments and fraud (**Relevant Records**) for a period of at least ten (10) years following the end of the Term. 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 six (6) 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 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 6 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, and shall ensure that its Delivery Partners and subcontractors shall, support the Funder in all activities relating to monitoring, evaluation and audits including any necessary or random spot-checks. The Grant Recipient shall, and shall ensure that its Delivery Partners and subcontractors shall:
  - 10.3.1 respond fully, truthfully and promptly to any enquiries the Funder, Lead Funder or the Comptroller and Auditor General, or their representatives, may make about the Project or the use of the Grant and provide any information and evidence reasonably requested, including by providing a statement of usage of the Grant (at such times, and in such form, as they may reasonably specify).
  - 10.3.2 allow the Funder, Lead Funder and the Comptroller and Auditor General, and their representatives, access to all relevant documents and records, and reasonable access for inspecting any relevant site.
  - 10.3.3 where requested, ensure that any information or evidence provided to the Funder, the Lead Funder, the Comptroller and Auditor General, or their representatives, is audited by an identified and independent reporting accountant or otherwise confirmed or verified by a person of such other relevant expertise as they may reasonably specify.
  - 10.3.4 give reasonable assistance to the Funder and the Lead Funder to carry out work in connection with the Grant throughout delivery of the Project and up to two years after completion of the Project for example as part of the Funder and Lead Funder's ongoing monitoring and evaluation commitments.
  - 10.3.5 cooperate with the Funder and the Lead Funder on related evaluation projects (e.g., the Warm Homes: Social Housing Fund (WH:SHF), the Smart Meter Enabled Thermal Efficiency Ratings (SMETER))

Innovation Programme) and cooperate with the Lead Funder's appointed advisers.

- 10.3.6 include these data collection requirements in all relevant contracts with Installers and Delivery Partners, ensuring they understand and accept them. Make available the Template Privacy Notice between Grant Recipients and household to all data subjects, prior to the collection of data, to support compliance with data processing transparency requirements.
  - 10.3.7 maintain sufficient staffing resource to manage the delivery of the Project to an effective level of quality and maintain this level of resource for the full Project duration.
  - 10.3.8 provide the Funder and the Lead Funder upon request with any audit reporting conducted by the Recipient, or an appointed external party, or audit materials produced in relation to the Grant spend or use. The Recipient must notify the Funder of any audit activity conducted, including timeline and purpose.
- 10.4 The Funder reserves the right at any reasonable time and as it may deem necessary to require the Recipient at its own cost 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 or subcontractors, 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 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.
- 10.8 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.
- 10.9 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:
- 10.9.1 provide all reasonable assistance;
  - 10.9.2 respond to all reasonable requests; and
  - 10.9.3 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.
- 10.10 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.
- 10.11 The rights of access afforded at Clauses 10.7 to 10.9 shall include rights to:
- 10.11.1 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;
  - 10.11.2 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;
  - 10.11.3 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;
  - 10.11.4 receive information at the times and in the formats requested; and/or

- 10.11.5 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 and shall ensure that its Delivery Partners, in organising any publicity or advertising in relation to this Grant request prior written approval from the Funder for such publicity or advertising.
- 11.3 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 Scheme and Grant funded activity, including without limitation:
- 11.3.1 using appropriate Funder, Lead Funder, and any relevant Scheme 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);
- 11.3.2 following any guidelines that the Funder or the Lead Funder may require in relation to branding, marketing, publicity, engagement and communications; and
- 11.3.3 using any toolkit provided by the Funder or the Lead Funder in relation to branding, publicity, engagement and communications.
- 11.4 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.
- 11.5 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.
- 11.6 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.
- 11.7 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 Scheme. 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):
- 11.7.1 participate in networking opportunities;

- 11.7.2 share information, practice and methods; and
- 11.7.3 share materials produced using the Grant.
- 11.8 The Recipient will comply with all reasonable requests from the Funder to provide case studies, photos, good news stories and relevant information on the delivery of measures across the lifetime of the Scheme.
- 11.9 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:
  - 12.4.1 Intellectual Property created whilst delivering the Project; and
  - 12.4.2 reporting, monitoring and application data or data related to the Scheme that has been funded through the provision of the Grant.
- 12.5 Where the Recipient creates data, learning material or technical systems in relation to the Scheme or Scheme 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.
- 12.6 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.
- 12.7 Where the Project gives rise to the generation of any Intellectual Property, the Recipient will not subsequently seek to make profit from the use of such Intellectual Property.



## 13 Confidentiality

- 13.1 Subject to Clause 14, the Recipient shall during the term of this agreement and thereafter keep secret and confidential all Confidential Information disclosed to it as a result of the agreement and shall not disclose the same to any person save as expressly authorised in writing by the Funder
- 13.2 Nothing in this clause shall prevent the Funder from disclosing any Confidential Information obtained from the Recipient:
  - 13.2.1 for the purpose of the examination and certification of the Funder's accounts, or pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Funder has used its resources;
  - 13.2.2 to any government department, consultant, contractor or other person engaged by the Funder provided that in disclosing information, the Funder only discloses the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate; or
  - 13.2.3 as required by law.
- 13.3 The Recipient shall ensure that its Delivery Partners are subject to terms equivalent to those set out in Clause 13.1.
- 13.4 Notwithstanding the generality of clause 13.1, the Recipient shall comply at all times with the terms of the NDA.

## 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 Both Parties 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 the Information Sharing Agreement substantially in the form set out in Schedule 3.
- 15.3 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).
- 15.4 The Recipient shall comply at all times with the terms of the Information Sharing Agreement.
- 15.5 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.

## **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 and Schedule 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 fails to comply with its obligations set out in Clause 4;
  - 16.1.3 the Recipient fails to comply with its obligations set out in the NDA;
  - 16.1.4 the Recipient fails to comply with its obligations set out in the Information Sharing Agreement;

- 16.1.5 the Recipient fails to pass the Delivery Assurance Check with a 'green' rating or 'amber with conditions';
- 16.1.6 the Recipient or any Delivery Partner fails to achieve the Deliverables or is otherwise considered by the Funder (in its absolute discretion) to be performing poorly or failing to meet its delivery targets;
- 16.1.7 the Recipient or any Delivery Partner uses the Grant for purposes other than those for which it has been awarded;
- 16.1.8 the delivery of the Project has not been completed by the end of the Grant Period unless agreed in writing by the Funder;
- 16.1.9 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;
- 16.1.10 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);
- 16.1.11 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;
- 16.1.12 the Recipient or any Delivery Partner obtains duplicate funding from a third party for the Eligible Expenditure;
- 16.1.13 the Recipient fails to comply with its obligations in Clauses 8 and/or 10;
- 16.1.14 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;
- 16.1.15 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;
- 16.1.16 the Recipient or a Delivery Partner commits or has committed a Prohibited Act;
- 16.1.17 any overpayment of the Grant is made (including but not limited to situations where advance Grant Payments exceed the value attributable to the achieved Deliverables or where the Recipient's A&A spend exceeds (in the absolute discretion of the Funder) the applicable threshold (further described in Schedule 1 and Schedule 8) or an amount is paid to the Recipient in error);
- 16.1.18 the Funder is subject to a withdrawal, reduction, repayment, suspension (including but not limited to the freezing of a Batch Process or suspension of a Delivery Assurance Check), 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 and whether or not as a result of any action or inaction of the Recipient or Delivery Partner or not;

- 16.1.19 the Recipient fails to comply with the provisions of any Rectification Plan, or to take any corrective action required by the Funder (whether or not in relation to a Rectification Plan, Recovery Plan or Remediation Plan);
- 16.1.20 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;
- 16.1.21 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;
- 16.1.22 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);
- 16.1.23 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 its chief finance officer makes a report under s.114 of the Local Government Finance Act 1988 (a s.114 notice) or any event analogous to the above occurs in respect of the Recipient or any Delivery Partner;
- 16.1.24 the Recipient ceases to be a consortium member of the Midlands Net Zero Hub by withdrawing from the Scheme and has any un-spent Grant at the point of exit;
- 16.1.25 there is a change in ownership or control (other than political control) of the Recipient;
- 16.1.26 if at any time, the proposed or actual use or operation of the Project ceases to materially comply with the Agreed Development Plan and/or the relevant Approved Batch Application;
- 16.1.27 in the Funder's reasonable opinion, there is a significant change in the nature or scale of the Project;
- 16.1.28 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;

- 16.1.29 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;
  - 16.1.30 there is a finding of illegal State Subsidy in respect of the Project or Scheme;
  - 16.1.31 a court, tribunal or other competent body requires the funding to be withheld, suspended or repaid;
  - 16.1.32 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 36.1 and the parties are unable to reach an agreement in accordance with Clause 36.2 and such deletion renders this agreement invalid, unlawful, or unenforceable;
  - 16.1.33 the Funder is directed to take such action by the Lead Funder;
  - 16.1.34 this agreement is terminated for any reason; or
  - 16.1.35 the Recipient or any Delivery Partner breaches the Code of Conduct, or fails to notify the Funder of an actual or suspected breach of the Code of Conduct.
- 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 (whether or not the Funder is legally obliged to make such payment), 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 Scheme in accordance with Schedule 6. 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 Additional Resource**

- 17.1 The Recipient acknowledges that if it makes use of the Additional Resource it shall comply with the Additional Resource Protocol.

## **18 Change**

- 18.1 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.
- 18.2 Payment of the Grant shall be subject to the Recipient's compliance with 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.
- 18.3 Any changes to this agreement in relation to the delivery of the Project agreed between the parties 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.
- 18.4 Any changes to this agreement which are proposed by the Funder 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.

## **19 Anti-discrimination**

- 19.1 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.
- 19.2 The Recipient shall take all reasonable steps to secure the observance of Clause 19.1 by Delivery Partners and all servants, employees or agents of the Recipient or Delivery Partners and all subcontractors engaged on the Project.

## **20 Human Rights**

- 20.1 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).
- 20.2 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.

## **21 Fraud**

- 21.1 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.
- 21.2 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.
- 21.3 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 and error risks, and to report on them to the Lead Funder.

## **22 Limitation of liability**

- 22.1 Nothing in this agreement limits either party's liability for:
  - 22.1.1 personal injury or death which is caused by that party's negligence;
  - 22.1.2 fraud or misrepresentation; or
  - 22.1.3 any other matter in respect of which liability cannot, by applicable law, be limited.
- 22.2 Subject to Clause 22.1, 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.

- 22.3 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, its 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.
- 22.4 Subject to Clause 22.1, the Funder's liability under this agreement is limited to the payment of the Grant.

## 23 Warranties

- 23.1 The Recipient warrants, undertakes and agrees that:
- 23.1.1 it has full capacity and authority to deliver the Project and enter into this agreement;
  - 23.1.2 If, upon submitting a Batch the circumstances have materially changed since submitting the Proposal, the Recipient will inform the Funder;
  - 23.1.3 it has all necessary resources, consents, approvals, powers and expertise to deliver the Project (assuming due receipt of the Grant);
  - 23.1.4 it has not committed, nor shall it commit, any Prohibited Act;
  - 23.1.5 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;
  - 23.1.6 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;
  - 23.1.7 it has and shall keep in place adequate procedures for dealing with any conflicts of interest and shall promptly report any current or arising conflicts of interest to the Funder;
  - 23.1.8 it will use the Grant in relation to the Project in a manner which is compliant with the Subsidy Control Rules;
  - 23.1.9 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;
  - 23.1.10 it shall at all times comply with the Grant Conditions and any other requirements of the Funder notified to it from time to time;



- 23.1.11 it has and shall keep in place robust systems and processes for quality assurance in relation to the services provided;
- 23.1.12 it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- 23.1.13 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;
- 23.1.14 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;
- 23.1.15 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;
- 23.1.16 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;
- 23.1.17 since the date of its last accounts there has been no material change in its financial position or prospects;
- 23.1.18 if the Recipient chooses to use electronic signing, this will be done through secure means only;
- 23.1.19 it accepts the provisions and principles of this agreement and understands its obligations in relation to the Grant Conditions; and
- 23.1.20 It shall obtain warranties equivalent to those set out at Clauses 23.1.1 to 23.1.19 from any Delivery Partner.

## 24 Insurance

- 24.1 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**).
- 24.2 The Required Insurances referred to above shall include (but are not limited to):
  - 24.2.1 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;
  - 24.2.2 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;

24.2.3 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

24.2.4 appropriate insurance in respect of data breaches and cyber security.

24.3 The Recipient shall on request provide the Funder with copies of such insurance policies and evidence that the relevant premiums have been paid.

## **25 Termination**

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

25.2 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:

25.2.1 should any of the occurrences listed in Clauses 16.1.1 to 16.1.35 occur;

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

25.2.3 should the MoU be terminated for any reason.

## **26 Assignment**

26.1 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.

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

## **27 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.

## **28 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.

## 29 **Dispute Resolution**

- 29.1 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.
- 29.2 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.
- 29.3 In the absence of agreement under Clause 29.2, 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.

## 30 **Escalation Process**

- 30.1 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:
  - 30.1.1 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.
  - 30.1.2 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.
  - 30.1.3 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.
- 30.2 The stages of the escalation process outlined in Clause 30.1 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.
- 30.3 Notwithstanding the provisions of Clause 30.1 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.

**31 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.

**32 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.

**33 Variation**

Except as expressly stated in Clause 18, no variation to this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**34 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.

**35 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.

**36 Severability**

36.1 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.

36.2 If any provision or part-provision of this agreement is deemed deleted under Clause 36.1 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.

**37 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.

**38 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 deed.

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

## **Schedule 1 Grant Summary and Approved Batch Applications**

### **Part 1 Grant Summary**

The Warm Homes: Local Grant (WH:LG) is a government-funded grant scheme that provides energy efficiency upgrades and low carbon heating to low-income households living in the worst quality, on and off-gas grid homes in England.

The primary and secondary objectives of the Warm Homes: Local Grant are:

1. To deliver progress towards the statutory fuel poverty target for England, by improving as many fuel-poor homes as reasonably practicable to energy efficiency rating of Band C by 2030, delivering significant annual energy bill savings for the occupants, not just in the short term, but for good.
2. To deliver progress towards Net Zero 2050, and the Carbon Budgets, by installing energy performance upgrades and low carbon heating in homes that drive carbon abatement.

A non-binding aspiration for upgraded homes to reach Energy Performance Certificate (EPC) Band C – where this is not possible within the cost caps a value for money and strategic approach to measures selection should be adopted which could include installing low carbon heat. Please note, if a property has received funded upgrades through the Home Upgrade Grant (HUG) or Local Authority Delivery (LAD) scheme/s, the property must either reach EPC band C or receive a low carbon heating technology as part of receiving further treatment under Warm Homes: Local Grant.

Delivery will run from April 2025 to March 2028.

The Grant Period shall begin on the Commencement Date and expire on 31 March 2028 unless this agreement is terminated in accordance with its provisions, or unless the Grant Period is extended in accordance with clause 3.2.

The first Project Manager shall be Rachel Wood.

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

[MNZH.WHLG@nottinghamcity.gov.uk](mailto:MNZH.WHLG@nottinghamcity.gov.uk) / [rachel.wood@nottinghamcity.gov.uk](mailto:rachel.wood@nottinghamcity.gov.uk)

The Scheme is mixed tenure but social housing for 'in-fill' purposes is capped at 10% of total number of homes.

The Grant Amount must only be used for the installation of 'Eligible Measures', in 'Eligible Households', by 'Eligible Installers' each as defined in the MOU in 'Definitions'.

The Grant Amount must be used to pay for the Eligible Measure in full, except for when a private landlord has installations on additional properties after the first fully funded. In this instance, a 50% contribution will be required by private landlords for additional properties. The Grant Recipient will ensure that landlords within the Social Rented Sector will contribute at least 50% (half) towards the cost of upgrading homes.

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.

### **Allocation and Deliverables**

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The total Grant is £5,027,000.00.

Table 1 below shows your overarching total allocation for WH:LG each financial year.

Year	Total Year Allocation	Capital Allocation	A&A (10% of Capital)	Capital upfront payment (5%) <i>On DAC approval</i>	Retained Funding <i>(for A&amp;A and/or Capital)</i>
2025/26	£440,000.00	£400,000.00	£40,000.00	£20,000.00	£7,058.82
2026/27	£2,332,000.00	£2,120,000.00	£212,000.00	£106,000.00	£37,411.76
2027/28	£2,255,000.00	£2,050,000.00	£205,000.00	£102,500.00	£36,176.47
<b>Scheme Total</b>	<b>£5,027,000.00</b>	<b>£4,570,000.00</b>	<b>£457,000.00</b>	<b>N/A</b>	<b>N/A</b>

Table 2 below shows the Recipient's adjusted Admin & Ancillary (**A&A**) allocation, if requested in accordance with Schedule 8. Where an adjusted A&A allocation has been requested, the Recipient's A&A and capital allocation will be paid in the proportions set out in Table 2, in accordance with Schedule 7 and Schedule 8. Where no adjusted A&A Allocation has been requested, the Recipient's A&A and capital allocation will be paid in the proportions set out in Table 1.

**DN: Recipients wishing to request an adjusted A&A allocation as described in Schedule 8 should use the WH:LG A&A Calculator set out in Schedule 8 to calculate their adjusted A&A and Capital Allocations and populate the table below prior to signature of the GFA.]**

Year	Total Year Allocation	Capital Allocation	A&A (10% of Capital)	Capital upfront payment (5%) <i>On DAC approval</i>	Retained Funding <i>(for A&amp;A and/or Capital)</i>
2025/26	£440,000.00				
2026/27	£2,332,000.00				
2027/28	£2,255,000.00				
<b>Scheme Total</b>	<b>£5,027,000.00</b>				

An Admin & Ancillary payment will be provided at the start of each financial year in accordance with Table 1 or Table 2 (as applicable). This will be paid within ten (10) working days of receiving a signed Grant Agreement, Information Sharing Agreement, NDA and completed Development Plan. This is followed by a 5% capital upfront payment (after Delivery Assurance Check approval). This will be paid within 10 working days of Delivery Assurance Check approval. Additional A&A payments will be made in accordance with Table 2 and Schedule 8 where the Recipient has requested an increased proportion of A&A in financial year 25/2026.

The remaining funds will be drawn down in batches and paid out subject to delivery performance compared to performance indicators and conditions specified in the MoU and in Schedule 6. 'Ready to retrofit' homes must be submitted at batch application stage and approved before measures can be installed for Warm Homes: Local Grant.

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The deposit payment ensures upgrades can start immediately upon batch approval in the weeks whilst the Lead Funder transfers the remainder of the funding to the Funder. The Lead Funder may take up to 10 weeks to release funds for an approved batch. Both the deposit payment and A&A payment must be spent by the end of financial year. To avoid upfront payments not being utilised within the financial year, or claw back being required, payments for batches being delivered in quarter 4 of a financial year will in the first instance utilise any remaining upfront payment before providing any additional required costs to deliver the batch.

## **Pre-Delivery Requirements**

### **Information Sharing Agreement and NDA**

- The Recipient must complete and sign an Information Sharing Agreement for their project substantially in the form set out in Schedule 3 and return it to the Funder. A signed Information Sharing Agreement is required before the Project can be submitted for the Delivery Assurance Check.
- The Recipient must sign an NDA for their project substantially in the form set out in Schedule 9 and return it to the Funder. A signed NDA is required before the Project can be submitted for the Delivery Assurance Check.

### **Development Plan**

- The Recipient must submit a Development Plan for their project to the Funder substantially in the form set out in Schedule 2. This information is required to pass the Delivery Assurance Check.
- The Development Plan must be submitted and approved by MNZH before 1<sup>st</sup> October 2025.
- The Development Plan must be submitted in accordance with MNZH and DESNZ guidance: <https://www.gov.uk/government/publications/home-upgrade-grant-phase-2>
- The Agreed Development Plan shall upon agreement by the Funder form part of this agreement, whether or not it is appended to this agreement.

### **Delivery Assurance Check**

- The Recipient must submit a Development Plan for their project to the Funder substantially in the form set out in Schedule 2. This information is required to pass the Delivery Assurance Check.
- The Delivery Assurance Check will check adequate progress has been made - specifically, how projects have been resourced, if contractors have been procured and are in place to begin upgrades immediately, and any revised project delivery forecasts or project plans.
- The Funder will undertake the Delivery Assurance Check interview at consortia level on behalf of the Recipient.



- The Recipient must provide sufficient information as part of the Development Plan, and additional information if required, to pass the Delivery Assurance Check with the Lead Funder.

The Recipient must pass the Delivery Assurance Check to unlock the Batch Application Process.

#### Batch Application Stage Approval

- The Recipient must submit actual housing stock data, measure mixes, and costs for a batch of 'ready to retrofit' homes (households signed up, validated, and assessed for measures in line with PAS 2035) in the Batch Submission Process.
- The Recipient must pass the Batch Application stage to draw down capital funds to deliver upgrades to homes included within the Batch Submission Form.
- This process is repeated throughout the delivery window, with funding released in batches.
- The Batch Submission Form (via an online Automated Batch System (ABS)) must be approved by the Lead Funder before the Recipient can start installing measures. The Funder will notify the Recipient of Lead Funder approval or rejection within three (3) working days of confirmation of outcome from the Lead Funder.
- The streamlined batch system will not have a policy control element (as seen under Home Upgrade Grant Phase 2) and 'approval' will be to monitor delivery and spend trends and ensure funding can be smoothly drawn down when required.

### **Part 2– Approved Batch Applications**

As set out in Clause 5.3 above, each Approved Batch Application shall upon approval form part of this agreement, whether or not it is appended to this agreement.

#### **Responsible Director**

The Responsible Director of the Recipient appointed to deal with disputes in accordance with clause 29 is: [REDACTED]

## **Schedule 2    Template Development Plan**

Schedule 2 to this agreement comprises of the file entitled Development Plan\_WHLG.xlsx containing the Template Development Plan which is embedded in the word version of this document.



Development  
Plan\_WHLG.xlsx

### **Schedule 3    Template Information Sharing Agreement**

Schedule 3 to this agreement comprises of the file entitled “FINAL MNZH – CLEAN Information sharing agreement (controller to controller) 01/07.25” containing the Template Information Sharing Agreement which is embedded in the word version of this document.



FINAL MNZH -  
CLEAN Information :

## **Schedule 4 MoU**

Schedule 4 to this agreement comprises of the file entitled Final Signed MoU 20.06.25 (GFA) containing the MoU which is embedded in the word version of this document



Final Signed MoU  
20.06.25 (GFA).pdf

## **Schedule 5 Additional Resource Protocol**

### **Customer Journey Support**

The Additional Resource Provider will provide a central point of contact to eligible households and support local authorities in the region to deliver capital measures. This will include providing, as a minimum, the following services:

- Supporting the implementation and customer journey of Warm Homes: Local Grant.
- Supporting local authorities within each of the six defined Areas with referrals;
- Informing citizens of the process and provide a single point of contact and support; and
- Checking household eligibility, answering questions on the scheme, providing details regarding energy efficiency measures, supporting on complaints process as well as providing additional support to help tackle fuel poverty.

The core service will be providing a tailored provision required to support delivery to create a holistic approach to regional domestic retrofit.

To access the support paid for by the Funder, the Recipient must submit a project plan for their project to the Funder in the template provided by the Funder. This information is required to agree level of provision and any additional services.

### **Additional Services**

In addition to the core services, Recipients may want additional project services to support their delivery as defined. This will be optional, but if provided this service will be agreed directly between the Additional Resource Provider and the Recipient in the project plan and delivered under a separate contract.

Optional services include:

Energy Performance Certificates

Pre and Post Energy Performance Certificates

Retrofit Assessments

Energy Performance Certificate (pre and post) and Retrofit Assessment

Retrofit Coordinator (RC)

Project Support

Project Management

Retrofit Advisor (RA<sub>d</sub>)

Retrofit Coordinator (RC), Retrofit Advisor (RA<sub>d</sub>) and Retrofit Assessor (RA)

Retrofit Coordinator (RC) and Retrofit Assessor (RA)

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Retrofit Coordinator (RC) and Retrofit Advisor (RAd)

Retrofit Designer (RD)

Contract Management

Tenant engagement events/Road shows

Landlord liaison

This service may be extended to cover other funding scheme delivery at the set rate of 3% for capital projects and fixed or proportional rates for additional services outlined in the CJS Application.

### **Escalation Process**

If the Funder or the Lead Funder reasonably believe that the Recipient is behaving unprofessionally towards the Additional Resource Provider, then the escalation process set out in Clause 30 shall be followed.

If the recipient has concerns in relation to the Additional Resource Provider's performance, then the Recipient shall contact the Funder to discuss this.

## Schedule 6 Reporting Requirements

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

1. The Recipient and relevant Additional Resource Provider will have a regular monthly meeting to discuss the progress of delivery of the Agreed Development Plan 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 WH:LG to the Funder Project Team covering the period from the first to last day of the month and provided on or before the 5th Working Day of the subsequent month (the “**Monthly Report**”). For example, the report covering the delivery period of 1 - 31 May 2025 will be required to be submitted by the 5th Working Day of June 2025. The Recipient’s first report is required the 5th Working Day of the month subsequent to the month in which the Commencement Date falls.
3. The Recipient and Funder will have a bi-monthly meeting to discuss the progress of the Agreed Development Plan and any issues arising from the Monthly Report. Attendance will be monitored and will be required to release payments.
4. The Funder will monitor the Monthly Report by applying a RAG rating. If the Recipient is meeting 65% or less of forecasted delivery, this will be rated Red. If the Recipient is meeting less than 80% but more than 66% 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.
5. The Recipient will comply with the reporting requirements notified to it by the Funder from time to time.
6. 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 5<sup>th</sup> 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 (see Annex 4 of the MoU) including an update on the Recipient’s progress against each Key Performance Indicator set out within the MoU; The Lead Funder has the right under the MoU to change the data point requirements and the Recipient shall provide reporting against any revised or additional data points required by the Funder from time to time to comply with any revised or additional requirements of the Lead Funder.
  - b. The top five (5) risks, issues, basic information surrounding any incidents of fraud/loss, or prevented fraud/loss and information on the number of homes that work is being conducted on per batch; and

- c. 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 30 of this agreement.
- 7. The Recipient will attend and participate in any meetings requested by the Funder.
- 8. The Recipient will use the provided data submission process to provide the data as outlined in the MoU Annex 4: Monitoring and Evaluation Data Requirements for WH:LG. The Recipient will make reasonable effort to ensure that data is kept up to date and in line with the monthly reports provided to the Funder. This will be monitored, and any significant and continued discrepancies will be escalated.
- 9. 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 template provided to it by the Funder and any other instructions of the Funder.
- 10. The Recipient will produce monthly fraud/error management performance reports 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. For clarity, where an installer, homeowner, etc provides incorrect information that would gain extra funding they are otherwise not entitled to, if the intent is not known or knowable on balance of probability, then it would reasonably be classed as error, but if on balance the falsehood was likely intentional then it is classed as fraud.



## **Schedule 7    Claim process**

Subject to compliance with the Funding Preconditions, the Admin & Ancillary (A&A) payment described in Schedule 1 will be provided at the start of each financial year, followed by 5% upfront capital payment. Additional A&A payments may be made in accordance with Schedule 8.

The A&A funding for 2025/26 will be received within ten (10) working days of signing this agreement, the Information Sharing Agreement and NDA, and submitting the completed Development Plan. A 5% upfront capital payment will be issued on approval of the approval of the Delivery Assurance Check.

For the financial year 2026/27 and 2027/28 A&A funding will be issued on receipt of funding from the Lead Funder followed by a 5% capital upfront payment minus any underspend from the previous financial year.

The remaining capital funds will be drawn down in batches and paid out subject to delivery performance compared to performance indicators and conditions specified in the MoU. It is important that cost caps of grant claim per type of property are adhered to as this will ensure that the grant claim is compliant with the requirements set out by the Lead Funder.

A&A / capital spend must be kept within the amounts set out in the grant award letter and in any event within 10% of capital spend by the end of the Grant Period, (or 10% of total project spend by the end of the Grant Period where the specific circumstances set out in Schedule 8 apply). Any breaches will be investigated and could have a direct impact on subsequent payments. Batch Payments will be issued within ten (10) weeks of approval and payment by the Lead Funder to the Funder however, this could take longer depending on bank processing time.

## Schedule 8 Admin and Ancillary Approach

1. The provisions of this Schedule are subject at all times to any amendments required in order to comply with the requirements of the Lead Funder.
2. The Recipient must remain within the compliant A&A limit of 10% of capital spend by the end of the Grant Period, unless the below thresholds are met. Each financial year's A&A allocation (as set out in either Table 1 or Table 2 of Schedule 1) will be paid to the Recipient at the beginning of each financial year, unless agreed otherwise in accordance with this Schedule 8.
3. For the purposes of this paragraph 3 and paragraph 4 below, the term **Original Capital Allocation** refers to the Capital Allocation for the relevant financial year, as set out in Table 1 of Schedule 1 where the Recipient has not requested an altered A&A allocation for 2025/26, or as set out in Table 2 of Schedule 1 where the Recipient has requested an altered A&A allocation for financial year 2025/26. Each financial year, if the Recipient meets the below thresholds and the Funder is satisfied (in its absolute discretion) that the Recipient is performing its obligations in accordance with the terms of this agreement, a retained amount of funding (described in paragraph 4) (**Retained Amount**) may (in the Funder's absolute discretion) be released to be used as either A&A and/or capital spend. Recipients may contact the Funder to request that the Retained Amount is released and shall provide the Funder with such evidence as the Funder may reasonably require to demonstrate that the thresholds and all requirements of this agreement have been met prior to the release of the Retained Amount. The thresholds are:
  - At least 50% of Original Capital Allocation spent for that financial year (this can be invoiced but not yet paid)
  - At least an additional 30% of Original Capital Allocation for that financial year committed (this can be evidenced through batch approvals)
4. The Funder may consider alternative threshold approaches such as 60% of Original Capital Allocation spent and 20% of Original Capital Allocation committed and shall be entitled to apply alternative threshold approaches in its absolute discretion. Evidence of thresholds being met will be required through monthly reporting and batch submission data.
5. The retained funding that will be released is the difference between 10% of capital spend and 10% of total spend as calculated by the Funder. If the thresholds are met each financial year and retained funding is released, the Recipient will need to ensure their A&A spend remains within 10% of total project spend by the end of the Term (as opposed to 10% of capital spend.) Recipients can check their total spend against total project spend using the WHLG calculator (see further paragraph 6).
6. This approach mitigates the financial risk of clawback for Recipients in accordance with clause 16.1.17 if capital delivery does not meet projected targets. However, Recipients should be aware that taking this approach does not limit the right of the Funder to clawback such proportion of the A&A spend as may exceed 10% of total project spend by the end of the Term. A calculator, which is embedded in Schedule 8 (**WHLG Calculator**), has been provided to the Recipient to calculate the funding amount that is retained each financial year.

7. Recipients have the option in financial year 2025/26 to increase the proportion of A&A paid to them. This would reduce the proportion of A&A available to spend in later years. The limit to this is up to 25% of the Recipient's total scheme A&A. If Recipients' wish to be paid an increased A&A amount in FY2025/26 they must let the Funder know prior to signing the Grant Funding Agreement. If The Recipient is requesting an adjusted A&A % this should be set out in Table 2 of Schedule 1.
8. The total funding allocated to each financial year remains the same even if an increased proportion of total A&A is requested in FY25/26. This will result in a reduced proportion of total capital allocation being available in FY25/26 and a reduced A&A allocation in later years but across the scheme the total capital and A&A allocations will remain the same. Recipients should be aware that the requirement to keep A&A spend within 10% of total capital spend (or 10% of total project spend where paragraph 4 applies) remains if the option to receive an increased proportion of A&A spend is exercised.
9. If the Recipient requests an increased A&A in FY25/26 but later decides this is not required, this can be transferred across to capital allocation within FY25/26 upon a Project Change Request that the Funder will submit to and require approval from the Lead Funder before the Recipient can transfer funds between A&A and capital allocation.
10. If the Recipient requests an increased A&A in FY25/26 this will be paid after the initial 10% A&A, once the Funder has received these funds from the Lead Funder.



WHLG Calculator.xlsx

## Schedule 9    Template NDA

Schedule 9 to this agreement comprises of the file entitled “FINAL Non Disclosure Agreement – MNZH Version” containing the Template NDA which is embedded in the word version of this document.



FINAL Non  
Disclosure Agreement

EXECUTED as a DEED

by the affixing of the COMMON SEAL of

**NOTTINGHAM CITY COUNCIL**

in the presence of:

.....

Authorised Signatory

.....

Name

EXECUTED as a DEED

by the **[NAME OF RECIPIENT]**

**[Local Authority Recipients to insert their  
preferred execution/sealing block]**

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