



[Company]  
[Address 1]  
[Address 2]  
[Postal Code] [City]  
[Country]

[Date]

Dear [Applicant Name]

**Grant offer: Powering Renewable Energy Opportunities – [Project Name]**

*The Carbon Trust* (Registered Number 04190230) (the “**Carbon Trust**”) is delighted to confirm that it is hereby awarding [Company Name], a [Private Limited Company] registered in the [Country of Registration] with registration number [Company Registration Number] whose principal address is [Company Address], a Grant for the Project on the terms set out in the Agreement.

The Agreement comprises this letter (the “**Award Letter**”) together with the attached Annexes (Annex 1: General Conditions of Grant; and Annex 2: Project Activities). Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions set out in Annex 1 (the “**Conditions**”). In case of conflict between the terms of this Award Letter and the Annexes, the order of precedence shall be this Award Letter and then the Conditions.

For the purposes of the Agreement, the Carbon Trust and the Recipient agree as follows:

<b>Project Title</b>	Powering Renewable Energy Opportunities ( <b>PREO</b> )– [Project Name]
<b>Grant</b>	€ [XX] to be paid in accordance with the Payment Profile and the Conditions
<b>Project End Date</b>	[Day Month Year]
<b>Project Activities</b>	<ul style="list-style-type: none"><li>• [XX]</li></ul>
<b>Eligible Expenditure Rules</b>	Cost categories to be restricted to: <ul style="list-style-type: none"><li>• [XX]</li><li>•</li></ul> The following costs shall not constitute Eligible Expenditure: <ul style="list-style-type: none"><li>a) debts and debt service charges (interest);</li><li>b) provisions for losses or potential future liabilities;</li><li>c) costs declared by the Recipient that are financed or can be refunded by another donor or source;</li><li>d) currency exchange losses;</li><li>e) credits to third parties;</li><li>f) reclaimable identifiable indirect taxes</li></ul>
<b>Outputs/ Outcomes/ KPIs</b>	[To be inserted from Annex 2]
<b>Payment Profile</b>	[To be inserted from Annex 2]

<b>Special Conditions</b>	[if applicable]
<b>Address for Notices</b>	<p><b>The Carbon Trust:</b> 4<sup>th</sup> Floor, Dorset House, 27-45 Stamford Street, London SE1 9NT</p> <p><b>The Recipient:</b> The address provided on the first page of this Award Letter, unless a different address is provided to the Carbon Trust by the Recipient for Notices.</p>

If you choose to accept the terms of the Agreement, please sign and return the duplicate of this Award Letter to confirm your acceptance.

Please note that once you have signed and returned the Award Letter, we will issue you with a purchase order. When submitting invoices to us relating to services provided under the Agreement, you must quote that purchase order number in order for payment to be processed.

We look forward to working with you.

Yours sincerely

[Carbon Trust representative]  
**For and on behalf of Carbon Trust Limited**

**Acceptance Statement**

I am authorised on behalf of the Recipient to accept this offer on the terms set out in the Agreement.

**Signed for and on behalf of [Name of Company]**

Name: .....

Position: .....

Signature: .....

Date: .....

**Annex 1**

**THE CARBON TRUST**  
**GENERAL CONDITIONS OF GRANT**

## Contents

1. Definitions and Interpretation .....	5
2. Duration of the Agreement.....	7
3. Purpose and Scope of Grant .....	7
4. Monitoring and Reporting .....	8
5. Changes to the Project Activities .....	9
6. Grant claims and payment.....	9
7. Withholding, Suspension or Repayment of Grant.....	11
8. Bi-annual Grant Review .....	11
9. Bribery, Anti-terrorism and Discrimination .....	11
10. Confidentiality .....	12
11. Data Protection .....	13
12. Intellectual Property.....	14
13. Environmental Requirements .....	15
14. Health and Safety.....	15
15. Conflicts of Interest .....	16
16. Termination of the Agreement.....	17
17. Break.....	18
18. Consequences of Termination .....	18
19. Force Majeure.....	19
20. Insurance.....	19
21. Loss or Damage .....	20
22. Exit Management.....	21
23. Assignment and Sub-Contractors .....	21
24. Notices .....	21
25. Arbitration.....	22
26. General.....	22

## GENERAL CONDITIONS OF GRANT

### 1. Definitions and Interpretation

1.1 In these Conditions, unless the context otherwise requires, the following words and phrases shall have the following meanings:

<b>“Advance”</b>	means any advance as detailed in Annex 2;
<b>“Agreement”</b>	means the Award Letter, these Conditions and the Project Activities;
<b>“Assets”</b>	means any equipment and/or supplies purchased in part or fully from the Grant as project assets if they have a useful life of more than one year, and either: a) the purchase price or development cost of the asset is in excess of €500 (or equivalent in local currency); or b) is a group of lower value items (for example and not limited to: pharmaceutical products; food relief packs) where the combined value is in excess of €500 (or equivalent in local currency); or c) may be considered an attractive item regardless of cost, for example and not limited to a mobile phone; camera; laptop; smart tablet; satellite phone; vehicle or similar.
<b>“Award Date”</b>	means the Award Date specified in the Award Letter or, if such date is not specified, the date of the Award Letter;
<b>“Award Letter”</b>	means the letter from the Carbon Trust to the Recipient confirming the award of the Agreement to the Recipient;
<b>“Carbon Trust Principles”</b>	means the <i>Our Principles</i> found on the Carbon Trust website, here: <a href="https://www.carbontrust.com/about-us/">https://www.carbontrust.com/about-us/</a>
<b>“Carbon Trust”</b>	means the Carbon Trust (or such other Carbon Trust Group company issuing the Award Letter to the Recipient);
<b>“Conditions”</b>	means these General Conditions of Grant;
<b>“Confidential Information”</b>	means each and all information, documents and data (whether verbal or written and in whatever form, including electronic) relating to each of the Agreement, the Project Activities and the business, marketing, operations, affairs, activities, products, customers, suppliers or intellectual property of a party or a member of the party’s Group, including any information, document or data which is marked as confidential or which should by its nature be reasonably understood to be confidential by the other party;
<b>“Data Protection Legislation”</b>	means the UK Data Protection Legislation and any other European Union legislation relating to Personal Data and as applicable all other national legislation and regulatory requirements in force from time to time which apply to a party relating to the processing of Personal Data and privacy, including the guidance and codes of practice issued by the Information Commissioner;
<b>“Energy 4 Impact”</b>	means Energy 4 Impact a registered company (no. 05762919) and charity (no. 1119168) in England and Wales, who is working in partnership with the Carbon Trust to deliver the PREO grant programme, and also known as “E4I”;
<b>“Eligible Expenditure”</b>	means expenditure in relation to the Project Activities that complies in all respects with the eligibility rules set out in the Award Letter;
<b>“Ethical Framework”</b>	means the Main Client’s ethical framework available here: <a href="https://ikeafoundation.org/about/values/">https://ikeafoundation.org/about/values/</a> and as updated from time to time;
<b>“Expiry Date”</b>	means the Project End Date specified in the Award Letter and, where not specified or otherwise agreed, means the date when the Recipient has completed and performed all its obligations under the Agreement;
<b>“Exit Plan”</b>	means the plan required allowing for the continuation, transfer or cessation of the Project Activities as set out at Condition 22;
<b>“Force Majeure”</b>	means any unforeseeable events, not within the control of either Party to this Agreement and which by the exercise of due diligence neither Party is able to overcome such as acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosion. It does not include:-

	<ul style="list-style-type: none"> <li>a) any industrial action occurring within the Recipient's or any sub-contractor's organisation; and/or</li> <li>b) the failure by any sub-contractor to perform its obligations under any sub-contract;</li> </ul>
<b>“GDPR”</b>	means the General Data Protection Regulation (EU) 2016/679;
<b>“Good Industry Practice”</b>	means the standards, practices, methods, procedures and degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be complied with and/or expected from a very skilled and experienced person engaged in a similar type of undertaking to the Recipient and/or providing services similar to the Project Activities;
<b>“Grant”</b>	means the sum or sums of money specified in the Award Letter to be provided to the Recipient in accordance with this Agreement;
<b>“Group”</b>	means the relevant party together with each entity that is or becomes its subsidiary, its holding company or a subsidiary of such holding company, with the terms "subsidiary" and "holding company" having the meanings ascribed to them in section 1159 of the Companies Act 2006;
<b>“Intellectual Property Rights”</b>	means all copyright, all future rights and all rights in the nature of copyright, unregistered design rights, registered design rights, inventions, patents, patent rights including all copyright in the typographical arrangement and all design elements, all trademarks, service marks, logos, domain names, database rights, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country in the world, the right to sue for passing off and all other intellectual property rights anywhere in the world (including any application for any of the foregoing);
<b>“KPIs”</b>	means the key performance indicators set out in the Award Letter;
<b>“Key Personnel”</b>	means the persons listed in the Project Activities and any other person who, in the Carbon Trust's opinion from time to time, is fundamental to the Recipient's performance of the Agreement;
<b>“Law”</b>	means any applicable law, statute, by-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body;
<b>“Main Client”</b>	means the Ikea Foundation who the Carbon Trust is collaboratively engaged with under the Main Agreement;
<b>“Main Agreement”</b>	means the contract between the Carbon Trust and the Ikea Foundation dated 21 January 2020 in relation to Powering Renewable Energy Opportunities Programme, as amended from time to time;
<b>“Monitoring and Evaluation Framework”</b>	means the document provided by the Carbon Trust to the Recipient titled "Powering Renewable Energy Opportunities Implementation Phase Monitoring and Evaluation Framework" (as updated from time to time) which sets out the Carbon Trust's requirements in relation to monitoring, evaluation and communications;
<b>“month”</b>	means a calendar month, unless otherwise defined;
<b>“parties”</b>	means the parties to this Agreement;
<b>“Pre-existing IPR”</b>	means any Intellectual Property Rights vested in or licensed to the Carbon Trust or the Recipient prior to the Award Date or created independently of the performance by the Carbon Trust or the Recipient of their obligations under the Agreement;
<b>“Project”</b>	means the project described in the Award Letter;
<b>“Project Activities”</b>	means all activities described in Award Letter as amended from time to time in accordance with Condition 5;
<b>“Project End Date”</b>	as defined in the Award Letter;
<b>“Project Specific IPRs”</b>	<p>means:</p> <ul style="list-style-type: none"> <li>a) Intellectual Property Rights in items created by the Recipient (or by a third party on behalf of the Recipient) specifically for the purposes of this Agreement, including the Results and updates and amendments of these items including (but not limited to) database schema; and/or</li> <li>b) Intellectual Property Rights in or arising as a result of the performance of the Recipient's obligations under this Agreement and all updates and amendments to the same,</li> </ul> <p>but shall not include the Recipient's Pre-existing IPR;</p>
<b>“Recipient”</b>	means the person appointed by the Carbon Trust under the Award Letter to perform the Project Activities (including any successors to the Recipient);

<b>"Results"</b>	means each and all documents, items, information, reports, test results, materials, things, methods of analysis, guidance, specifications, instructions, toolkits, plans, data, patterns, process, procedure, know-how, tools, frameworks, drawings, databases and models used or developed by or on behalf of the Recipient in relation to the Project Activities (in whatever form, including electronic), including any invention, innovation or design;
<b>"UK Data Protection Legislation"</b>	all applicable data protection and privacy legislation in force from time to time in the UK including the GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;
<b>"Unspent Monies"</b>	means any monies paid to the Recipient by the Carbon Trust which remain unspent; and
<b>"Working Day"</b>	means any day other than a Saturday, Sunday or public holiday in England and Wales.

- 1.2 Unless the context requires otherwise, the singular shall include the plural and vice versa, and the masculine shall include the feminine and neuter and, in all cases, vice versa.
- 1.3 The headings in these Conditions are inserted for convenience only and shall not affect the interpretation of the Agreement.
- 1.4 Reference to any legislative requirement or similar instrument shall be deemed to include reference to any subsequent amendment or enactment thereof.
- 1.5 Any reference to a "person" shall, as the context may require, be construed as a reference to any individual, firm, company, corporation, government department, body or agency or any association or partnership (whether or not having a separate legal personality).
- 1.6 The words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation"; and
- 1.7 If there is any conflict between the documents forming the Agreement, the Award Letter shall prevail over these Conditions and the other documents, and these Conditions shall prevail over such other documents.

## **2. Duration of the Agreement**

- 2.1 Subject to the rights of termination under the Agreement and Condition 2.2, the Agreement shall commence on the Award Date and shall terminate on the Expiry Date.
- 2.2 The Carbon Trust may extend the duration of the Agreement by notice to the Recipient. The terms of this Agreement will continue to apply during any extension period, unless agreed otherwise by the parties.
- 2.3 Carbon Trust makes no commitment to renewing or continuing funding after the term of this Agreement.

## **3. Purpose and Scope of Grant**

- 3.1 The Recipient shall, and shall procure that its employees, sub-contractors and agents, undertake the Project Activities in accordance with:
- 3.1.1 the terms of the Agreement, including the dates and timetables specified in the Award Letter, Annex 2 (Project Activities) or as otherwise agreed by the parties;
  - 3.1.2 the Carbon Trust Principles and any policies provided by the Main Client, including the Main Client's Ethical Framework;
  - 3.1.3 all relevant legislation and statutory requirements in force at the date on which the Project Activities (or relevant part thereof) are performed including for the avoidance of doubt applicable local law, environmental legislation (including multilateral environmental agreements) as well as internationally agreed core labour standards.

- 3.2 The Recipient shall:

- 3.2.1 use the Grant solely for the delivery of the Project Activities and must not, without the prior written consent of the Carbon Trust, make any change to the Project Activities;
  - 3.2.2 use any Asset purchased or enhanced by the Grant solely for the Project;
  - 3.2.3 not make a profit from the Grant and in the performance of the Project Activities and the Recipient shall either: (i) return any surplus to the Carbon Trust; or (ii) if the Carbon Trust has provided its prior written consent (which may be attached with conditions), reinvest the surplus into the Project Activities;
  - 3.2.4 for a period of seven years from the Expiry Date, keep and properly maintain in accordance with Good Industry Practice (and produce if requested by the Carbon Trust, the Main Client or an auditor appointed by either of them) the accounts, documents and records of its processes, methodologies, and works for the Project Activities;
  - 3.2.5 ensure the Recipient's employees are vetted in accordance with Good Industry Practice and that they shall abide by Condition 3.1,
  - 3.2.6 immediately notify the Carbon Trust if it is aware that its employees have violated the rules and principles in the Ethical Framework or if they have, or will or may, become subject to a criminal, regulatory or governmental investigation;
  - 3.2.7 if requested, provide the Carbon Trust with full particulars of all persons who have been, are or are expected to be engaged in the provision of the Project Activities;
  - 3.2.8 comply with any branding requirements imposed by the Carbon Trust and the Main Client;
  - 3.2.9 obtain and maintain all licences, consents and approvals required from time to time for the performance of the Project Activities (including any third party software licences);
  - 3.2.10 keep the Carbon Trust fully informed of the progress of the Project Activities, including promptly notifying of any potential delay to the Project Activities in accordance with Condition 8; and
  - 3.2.11 cooperate with the Carbon Trust and provide the Project Activities in a way that facilitates the Carbon Trust's delivery of its obligations under the Main Agreement.
- 3.3 Where the Recipient intends to apply to a third party for additional funding (including any non-monetary services in-kind) for the Project Activities, the Recipient will notify the Carbon Trust in advance of its intention to do so and, where such funding is obtained, it will provide the Carbon Trust with details of the amount (or value) and purpose of that funding, and include such further details in its relevant financial reporting in accordance with Condition 4.5.
- 3.4 Where the Recipient receives any funding from any other source or person towards the Project Activities, the Carbon Trust may, where that funding duplicates funding of the Grant, require repayment of the Grant (up to the amount of duplicate funding received) in accordance with Condition 7.
- 3.5 The Recipient shall not (and shall procure that the Recipient's employees and sub-contractors shall not) do anything which adversely affects or is likely to adversely affect the Carbon Trust's or the Main Client's reputation or the Carbon Trust's ability to perform its obligations under the Main Agreement.
- 3.6 No consent or approval by the Carbon Trust shall in any way relieve the Recipient from any liability, responsibility, obligation or duty under the Agreement, unless it is in writing signed by the Carbon Trust.
- 3.7 This Agreement shall not create any partnership or joint venture between the Carbon Trust and the Recipient, nor a contract of employment, 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.

#### **4. Monitoring and Reporting**

- 4.1 The Recipient shall attend all meetings and provide all reports set out in Annex 2 (Project Activities) and listed within the Monitoring and Evaluation Framework. The Recipient shall attend, online, two annual meetings



(and at the Recipient's election and own cost the Recipient may attend in-person at a London location). In addition, the Recipient shall attend ad hoc meetings (which may be by telephone) as the Carbon Trust may reasonably request from time to time.

- 4.2 The Recipient shall closely monitor the delivery and success of the Project Activities throughout the duration of the Agreement to ensure that the aims and objectives of the Project Activities are met and that the terms of this Agreement are being adhered to. The Recipient must provide the Carbon Trust and Energy 4 Impact with all reasonable assistance and co-operation in relation to any ad-hoc information, explanations and documents as the Carbon Trust may require in order for it to establish that the Grant has been used properly in accordance with this Agreement.
- 4.3 The Recipient will represent and undertake (and repeat such representations on delivery) that the reports and information it gives to the Carbon Trust, or as applicable Energy 4 Impact, are accurate and that it has diligently made full and proper enquiry of the matter pertaining to the reports and information given.
- 4.4 The Recipient must comply with the quarterly reporting requirements in the Monitoring and Evaluation Framework within two weeks of the end of each relevant quarter. This quarterly reporting may be taken into consideration by the Carbon Trust when conducting a bi-annual grant review under Condition 8.
- 4.5 Where the Recipient has obtained funding from a third party for its delivery of part of the Project Activities, the Recipient will include the amount of such funding in its financial reports together with details of what that funding has been used for.
- 4.6 The Recipient will permit any person authorised by the Carbon Trust such reasonable access, with or without notice, to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Agreement and will, if so required, provide appropriate oral or written explanations from such employees or agents as required during the term of the Agreement and for so long as any portion of the Grant remains unspent.
- 4.7 The Recipient will notify the Carbon Trust as soon as reasonably practicable of:
  - 4.7.1 any financial, administrative, managerial difficulties that may hinder or prevent the Recipient from fulfilling its obligations under the Agreement;
  - 4.7.2 any actual or potential material breach of this Agreement; and
  - 4.7.3 any change in the information on costs (whether actual or estimated) of carrying out the Project Activities or any event which materially affects the continued accuracy of such information.

## **5. Changes to the Project Activities**

- 5.1 The Carbon Trust will notify the Recipient of any changes it requires to be made to the Project Activities which are supported by the Grant. Carbon Trust may at its entire discretion vary the Grant as a result of changes to the Project Activities or for any other reason. Any variation made under this Condition 5.1 will not take effect until notified to the Recipient in writing.
- 5.2 The Recipient shall use best endeavours to implement any changes to the Carbon Trust's needs and requirements under this Agreement. Where the Recipient fails to implement the required changes, Carbon Trust reserves the right to withhold or suspend Grant payments, or terminate the Agreement in accordance with Condition 16.

## **6. Grant claims and payment**

- 6.1 Subject to the remainder of this Condition 6, the Carbon Trust shall pay the Grant to the Recipient in accordance with the Payment Profile in the Award Letter following receipt of a valid Grant claim by the Carbon Trust.
- 6.2 The Grant will be paid only in respect of Eligible Expenditure incurred and evidenced by the Recipient to deliver the Project Activities and represents the maximum sum the Carbon Trust will pay to the Recipient under this Agreement. The actual amount of the Grant to be paid to the Recipient will be determined by the Eligible Expenditure incurred by the Recipient during the term of the Agreement and may therefore be less than the Grant amount listed in the Award Letter.

- 6.3 The payment of Grant in accordance with this Agreement is believed to be outside the scope of VAT, but if VAT is chargeable, all payments of Grant will be deemed to be inclusive of VAT and the Carbon Trust shall not be obliged to pay any amount over and above the amount of the Grant. Where VAT is chargeable, the Recipient shall submit a valid VAT invoice in addition to the records and details referred to in Condition 6.4.
- 6.4 The Recipient shall submit a valid Grant claim to the Carbon Trust on the relevant claim date(s) described in the Payment Profile, and otherwise within 28 days of the completion of the Project Activities. All Grant claims shall quote the Agreement number, (as relevant) the purchase order number issued by the Carbon Trust and the Recipient's bank details for payment. The Grant claim shall be submitted with such records and details (including timesheets, receipts and details of expenses) as the Carbon Trust may reasonably require in order to verify the Recipient's entitlement to the amount claimed.
- 6.5 Unless otherwise agreed by the Carbon Trust in writing, the Carbon Trust will not make payments of the Grant unless, or until the Carbon Trust is satisfied that:
- 6.5.1 the Recipient has incurred or will incur the costs being claimed;
  - 6.5.2 the costs claimed are Eligible Expenditure; and
  - 6.5.3 all Unspent Monies have been repaid to the Carbon Trust in accordance with Condition 7.4.
- 6.6 The Carbon Trust reserves the right not to pay any Grant claims which are not submitted within the period set out in Condition 6.4. Incomplete and/or incorrect Grant claims, which include Grant claims without the full supporting documentation, will be returned unpaid. The Recipient shall notify the Carbon Trust promptly if at any time it becomes aware that it is unable to make a valid Grant claim in accordance with Condition 6.4.
- 6.7 Subject to the Carbon Trust's rights to withhold, suspend and delay payment under this Agreement and provided that the Main Client has not raised any concerns about the performance of the Project Activities, the Carbon Trust shall pay the Recipient within 40 days following receipt of a valid Grant claim (which shall be deemed the "due date for payment" for the purposes of Condition 6.12). The Carbon Trust shall consider and verify invoices submitted in a timely fashion and will not use an undue delay in doing so as a reason to dispute an invoice or hold it invalid.
- 6.8 The Recipient shall promptly notify and repay to the Carbon Trust 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 the Grant has been paid in error before the Recipient has complied with all conditions attaching to the Grant.
- 6.9 Where the Recipient enters into a contract with a third party in connection with the Project Activities the Recipient will remain responsible for settling payment in respect of those invoices. Third party invoices must not be submitted to the Carbon Trust for payment.
- 6.10 Onward payment of the Grant and the use of sub-contractors (subject to the Carbon Trust's prior written approval), shall not relieve the Recipient of any of its obligations under this Agreement, including any obligation to repay the Grant.
- 6.11 The Recipient shall indemnify the Carbon Trust on demand and on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Carbon Trust at any time (whether before or after the making of a demand pursuant to the indemnity hereunder) in respect of the Recipient's failure to account for or to pay any taxes or levies (including VAT, income tax, national insurance and social security contributions) or other taxes relating to payments made to the Recipient under this Agreement. Any amounts due shall be paid in cleared funds by the Recipient to the Carbon Trust not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Carbon Trust.
- 6.12 If either party fails to pay any amount due under the Agreement within 30 days of the due date for payment, the other party shall be entitled to charge interest on the overdue amount, payable forthwith on demand, from the due date up to the date of actual payment, after as well as before judgment, at the rate of 3 per cent per annum above the base rate for the time being of the Royal Bank of Scotland.

6.13 If any monetary amount is payable by the Recipient to the Carbon Trust under any contract or in respect of any matter, including Unspent Monies and such amount remains unpaid, the Carbon Trust may deduct such amount from any sum due, or which at any time may become due, to the Recipient under the Agreement.

## **7. Withholding, Suspension or Repayment of Grant**

7.1 Without prejudice to the Carbon Trust's other rights and remedies, the Carbon Trust may by written notice to the Recipient withhold or suspend payment of the Grant and/or require the Recipient to repay any Unspent Monies if any of the events set out in Condition 16 arise.

7.2 The Recipient agrees and accepts that it may become ineligible for grant support and be required to repay the Grant if it engages in tax evasion or aggressive tax avoidance.

7.3 The Recipient may not retain any portion of the Grant that has not been used by the end of the Agreement term without the Carbon Trust's written permission.

7.4 Where all or a proportion of the Grant remains unspent:

7.4.1 at the end of either the second or fourth quarterly reporting periods referred to in Condition 4.4;

7.4.2 at the end of the Agreement term; or

7.4.3 as a result of termination, suspension or breach of this Agreement,

all or a proportion of the Unspent Monies, as calculated by the Carbon Trust, may be required to be repaid to the Carbon Trust within 10 Working Days of a written notice for repayment, and in the case of Condition 7.4.1, must not be carried forward for use in the following two quarters, without Carbon Trust's prior written approval.

## **8. Bi-annual Grant Review**

8.1 The Grant will be reviewed bi-annually and will take into account the Recipient's delivery of the Project Activities against the KPIs and/or agreed outputs set out in the Award Letter. As part of this bi-annual review the Carbon Trust will have regard to the reports produced by the Recipient in accordance with Condition 4.4.

8.2 Each annual review may result in the Carbon Trust (in its absolute discretion) taking one or more of the following steps:

8.2.1 deciding that the Project Activities and Agreement continue in line with existing plans;

8.2.2 increasing or decreasing the Grant for the subsequent financial year;

8.2.3 requiring the KPIs and/or outputs to be re-defined and agreed;

8.2.4 requiring the Recipient to repay Unspent Monies;

8.2.5 terminating the Agreement in accordance with Condition 17.2; or

8.2.6 any other action it deems reasonable in the circumstances.

8.3 The Recipient may make representations to the Carbon Trust regarding any decision made in accordance with Condition 8.2. The Carbon Trust is not however obliged to take such representations into account.

## **9. Bribery, Anti-terrorism and Discrimination**

9.1 Each party shall, and shall ensure that its employees, contractors and sub-contractors shall:

9.1.1 comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010 and any relevant local laws;

- 9.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; and
- 9.1.3 have and shall maintain in place throughout the term of this Agreement its own policies and procedures to ensure compliance with this Condition, and will enforce them where appropriate.
- 9.2 Each party shall, and shall ensure that its employees, contractors and sub-contractors and any other related persons shall, act in accordance with all applicable national and international laws and regulations relating to equality; anti-discrimination; modern slavery and preventing money laundering and financing of terrorism.

## **10. Confidentiality**

- 10.1 The Carbon Trust, or Energy 4 Impact on its behalf, reserves the general right to disclose information about the Agreement, the Results and the Project Activities. The Recipient consents to the Main Client publishing details about the Project Activities, the Results and the Agreement.
- 10.2 Subject to Conditions 10.1 , 10.3 and 10.6, neither party shall (whether directly or indirectly) use, disclose, allow access to or the disclosure of or exploit the Confidential Information belonging to or provided by or on behalf of the other party without the prior written consent of such other party.
- 10.3 The parties may disclose the Confidential Information to those of their respective employees (and in the case of the Carbon Trust, the respective employees of the Main Client and/or Energy 4 Impact) who require it for the purpose of performing their duties in relation to the Project Activities or the Agreement PROVIDED that:-
- 10.3.1 this is done on a strictly “need to know “basis and only to the extent necessary for such purpose; and
- 10.3.2 such employees are bound by written duties of confidentiality no less onerous than those contained in the Agreement,
- and any breach of confidentiality by such persons (whether during or after their employment) shall be regarded as a breach by the party to whom the Confidential Information has been disclosed.
- 10.4 The parties shall protect all Confidential Information and keep it in a safe and secure manner which is no less safe and secure than the manner in which it treats its own confidential and/or proprietary information of a similar nature.
- 10.5 Each party shall notify the other immediately if it becomes aware that any Confidential Information has been disclosed to or is in the possession of a person who is not permitted to hold or know it pursuant to the terms of the Agreement.
- 10.6 Conditions 10.2 and 10.3 do not apply in relation to Confidential Information:-
- 10.6.1 disclosure is required by any law, any court, any regulatory or governmental body;
- 10.6.2 disclosure is necessary to enforce the Agreement in court proceedings;
- 10.6.3 the other party has given their written consent to disclosure;
- 10.6.4 the information has come into the public domain through no fault of the relevant party; or
- 10.6.5 the disclosure is to employees or subcontractors, and is necessary to obtain the advice of any professional adviser, under the condition that such adviser shall be bound to the same disclosure restrictions pursuant to this Condition 10 and the relevant party shall be responsible for the compliance of such employees and subcontractors.
- 10.7 Subject to the retention of necessary proper professional records, each party shall, on written request from the other party, return all Confidential Information provided to it by or on behalf of the disclosing party.

- 10.8 The Recipient shall not publish any information related to the Project Activities or the Results without the prior written consent of the Carbon Trust. The Recipient shall not, in connection with the Agreement, communicate with representatives of the general or technical press, radio, television or other communications media unless it obtains the Carbon Trust's prior written consent.
- 10.9 The Recipient agrees to comply with any communications approach (as notified) between the Carbon Trust, Energy 4 Impact and the Main Contractor. Subject to Condition 12.2, this might include the use of the Transforming Energy Access (TEA), UK AID, and IKEA Foundation logos on any materials stemming from or relating to the Project provided always Carbon Trust's express written consent is given in advance.

## 11. Data Protection

- 11.1 The parties shall comply with their obligations under the Data Protection Legislation, to the extent applicable under the Agreement. **Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures** are each as defined in the UK Data Protection Legislation.
- 11.2 The parties acknowledge that the Carbon Trust is the Data Controller and the Recipient is the Data Processor of any Personal Data processed in the performance of this Agreement. Annex [3] sets out the scope, nature and purpose of processing by you, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 11.3 The Recipient shall:
- 11.3.1 process the Personal Data only in accordance with instructions from the Carbon Trust in Annex [3] (and which may be specific instructions or instructions of a general nature as set out in this Agreement or as otherwise notified by the Carbon Trust to the Recipient);
  - 11.3.2 process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Project Activities or as is required by law or any regulatory body;
  - 11.3.3 implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
  - 11.3.4 take reasonable steps to ensure the reliability of any of the Recipient's employees who have access to the Personal Data;
  - 11.3.5 obtain the Carbon Trust's prior written consent in order to transfer the Personal Data to any sub-contractors or any entities within its corporate group for the provision of the Project Activities;
  - 11.3.6 ensure that all of the Recipient's employees required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Condition 11;
  - 11.3.7 ensure that none of the Recipient's employees publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Carbon Trust;
  - 11.3.8 notify the Carbon Trust (within two Working Days) if it receives:
    - 11.3.8.1 a request from a Data Subject to have access to that person's Personal Data; or
    - 11.3.8.2 a complaint or request relating to the Carbon Trust's obligations under the Data Protection Legislation;
  - 11.3.9 provide the Carbon Trust with full cooperation and assistance in relation to any complaint or request made, including by:
    - 11.3.9.1 providing the Carbon Trust with full details of the complaint or request;

11.3.9.2 complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Carbon Trust's instructions;

11.3.9.3 providing the Carbon Trust with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Carbon Trust); or

11.3.9.4 providing the Carbon Trust with any information requested by the Carbon Trust;

11.3.10 permit the Carbon Trust or their representatives (subject to reasonable and appropriate confidentiality undertakings) to inspect and audit, the Recipient's data processing activities (and/or those of its agents, subsidiaries and sub-contractors) and comply with all of the Carbon Trust's reasonable requests or directions to enable the Carbon Trust to verify and/or procure that the Recipient is in full compliance with its obligations under this Agreement;

11.3.11 provide a written description of the technical and organisational methods employed by the Recipient for processing Personal Data (within the timescales required by the Recipient); and

11.3.12 not Process Personal Data outside the United Kingdom without the Carbon Trust's prior written consent and, where the Carbon Trust approves a transfer, to comply with:

11.3.12.1 the requirements of Chapter V of the GDPR; and

11.3.12.2 any reasonable instructions notified to it by the Carbon Trust.

11.3.13 The Carbon Trust approves the Processing of Personal Data in, if applicable, the countries listed in Annex 3.

11.4 The Recipient shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause the Carbon Trust to breach any of their applicable obligations under the Data Protection Legislation. The Recipient shall indemnify and keep indemnified and hold harmless the Carbon Trust against all claims, actions, proceedings, losses, damages, costs and expenses brought against, suffered or incurred by the Carbon Trust in relation to any non-compliance with its obligations under this Condition 11 and Data Protection Legislation.

## **12. Intellectual Property**

### ***Ownership of Pre-existing IPRs***

12.1 Subject to this Condition 12, neither party shall acquire any right, title or interest in the other's Pre-existing IPR.

12.2 The Recipient shall not have a right to use any of the Carbon Trust's, Energy 4 Impact's or Main Client's names, logos or trade marks in the performance of the Project Activities without the Carbon Trust's prior written consent.

### ***Ownership of Intellectual Property Rights in the Project Activities***

12.3 Subject to any Pre-existing IPRs of the Carbon Trust and the Main Client, and to the rights of third parties, all present and future Project Specific IPRs shall vest in and be the absolute property of the Recipient.

### ***Licences***

12.4 The Recipient hereby grants the Carbon Trust, including the Carbon Trust group of companies, Energy 4 Impact, and the Main Client a non-exclusive, assignable, worldwide, royalty free, perpetual and irrevocable licence to use, sub-license and/or commercially exploit the Recipient's Pre-existing IPRs (where they are embedded or an integral part of the Project Specific IPRs) and the Project Specific IPRs.

12.5 The Recipient shall ensure that each third party owner of Intellectual Property Rights that are used to provide the Project Activities or that are embedded or that are an integral part of the Recipient's Pre-existing IPRs (where the Pre-existing IPRs are embedded or an integral part of the Project Specific IPRs) and the Project Specific IPRs grants to the Carbon Trust (and its nominee) a licence to use, reproduce, modify, develop and maintain such Intellectual Property Rights. If the Recipient is itself a licensee of those rights, the Recipient

hereby grants to the Carbon Trust (and its nominee) an authorised sub-licence comprising the same rights. All such licences and sub-licences shall be non-exclusive, worldwide, perpetual, royalty free and irrevocable and shall include the right for the Carbon Trust to grant a sub-licence and/or transfer, novate or assign such licence or sub-licence to the Main Client.

- 12.6 The Recipient shall promptly notify the Carbon Trust if it reasonably believes that it will be unable to grant or procure the grant of the licences and sub-licences set out in Conditions 12.4 and 12.5 and the Recipient shall provide full details of the adverse effect this may have on the Carbon Trust's or the Main Client's use of the Project Specific IPRs.
- 12.7 The Recipient agrees to execute such further documents and do such acts as may reasonably be necessary or desirable to give full effect to this Condition 12.

### ***Carbon Trust's Use of Intellectual Property***

- 12.8 The Recipient warrants that the Carbon Trust's use or possession of the Recipient's Pre-existing IPRs and the Project Specific IPRs do not and shall not infringe any existing copyright or other third party intellectual, proprietary or other right. The Recipient shall indemnify, keep indemnified and hold harmless the Carbon Trust from and against all claims, actions, proceedings, damages, losses, costs and expenses brought against or suffered or incurred or agreed to be paid by the Carbon Trust in respect the Carbon Trust's or the Main Client's use or possession of the Intellectual Property Rights at any time and whether before or after the termination or expiry of the Agreement.
- 12.9 If a claim is made, or in the reasonable opinion of the Recipient is likely to be made, that the performance of the Project Activities and/or the possession or use by the Carbon Trust or the Main Client of the Recipient's Pre-existing IPRs and the Project Specific IPRs infringes a third party's Intellectual Property Rights, the Recipient shall immediately notify the Carbon Trust of this and at its own expense and at the Carbon Trust's sole option, either:-
- 12.9.1 replace or modify the relevant part of the Project Activities, the Recipient's Pre-existing IPRs and the Project Specific IPRs with non-infringing substitutes without reducing the performance or functionality of the same, so as to avoid the infringement or the alleged infringement, provided that the provisions of the Agreement shall apply with any necessary changes to such modified or substitutes; or
- 12.9.2 procure a licence to use and supply the Project Activities, the Recipient's Pre-existing IPRs and the Project Specific IPRs which are the subject of the alleged infringement on terms which are acceptable to the Carbon Trust,

and in the event that the Recipient is unable to do so within 20 days of so notifying, the Carbon Trust may terminate the Agreement with immediate effect by notice in writing and the Recipient shall, upon demand, repay the Carbon Trust with all Grant monies paid in respect of the Project Activities, the Recipient's Pre-existing IPRs and the Project Specific IPRs that are the subject of the claim.

## **13. Environmental Requirements**

- 13.1 The Recipient shall provide the Project Activities in accordance with the Carbon Trust's environmental policy, which is to conserve energy, water and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
- 13.2 So far as reasonably practicable, all written work, including reports, in connection with the Agreement shall (unless otherwise specified) be produced on recycled paper containing at least 80% post-consumer waste and used on both sides where appropriate.

## **14. Health and Safety**

- 14.1 The Recipient shall owe a duty of care to the Recipient's employees and be responsible for:
- 14.1.1 the health, safety, security of life and property and general wellbeing of such persons and their property; and

14.1.2 compliance with applicable health and safety Law,

this includes where the Recipient's employees carry out the Services.

14.2 The Recipient shall ensure that the Recipient's employees comply with the reasonable instructions of (as relevant) the Carbon Trust, Energy 4 Impact and/or the Main Client in relation to health and safety, security and other relevant matters while on the Carbon Trust's, Energy 4 Impact's or the Main Client's premises, including by the completion of any security, access or clearance procedures.

14.3 The Recipient shall ensure that the Recipient's sub-contractors:

14.3.1 exercise a duty of care to the Recipient's sub-contractors' employees and confirm their responsibility for:

14.3.1.1 the health, safety, security of life and property and general wellbeing of such persons and their property; and

14.3.1.2 compliance with applicable health and safety Law.

14.3.2 identify hazards and risks associated with the Services through a formal risk assessment and communicate these to the Recipient in advance of undertaking Project Activities, and in accordance with the reporting intervals requested by the Carbon Trust;

14.3.3 ensure that any suppliers have the necessary systems in place to ensure they can comply with the health and safety obligations (including any legislative requirements where applicable) set out in the Agreement, having the appropriate emergency response procedures in place to deal effectively with any incident or accident;

14.3.4 set out safety requirements and deliverables in procurement documents, and systems established to ensure goods and services are monitored against performance standards including the maintenance of a safety log, which will be reviewed with the Carbon Trust on request;

14.3.5 communicate and report any health and safety issues and formally report safety statistics to the Carbon Trust (as well as report on any lessons learned and best practices developed in respect of the operational aspects of the Scope of Services);

14.4 The Recipient shall, and shall ensure that the Recipient's employees and Recipient's sub-contractors shall, owe a duty of care for the health, safety and security of life and property and general wellbeing of any other person potentially directly affected by the Services under this Agreement.

14.5 The Recipient shall, if requested by the Carbon Trust, provide a copy of its health and safety policy to the Carbon Trust.

14.6 If requested by the Carbon Trust, the Recipient shall provide it with regular health and safety updates and reports (in the form requested) in relation to the Services and the Project Activities and/or the Recipient's employees involved in the performance of the Services and the Project Activities.

14.7 The Recipient shall promptly report to the Carbon Trust any health and safety hazards which may arise and any health and safety incident which occurs in relation to the Services and the Project Activities and/or any Recipient's employees engaged in the performance of the Services and the Project Activities.

14.8 The Recipient acknowledges that the Carbon Trust accepts no responsibility for the health, safety, security of life and property and general wellbeing of the Recipient's employees or any other person potentially directed affected by the Services under this Agreement.

## **15. Conflicts of Interest**

15.1 The Recipient shall ensure that no conflict or potential conflict of interest arises in relation to its performance of the Project Activities and shall adopt appropriate safeguards, controls and procedures to ensure conflicts or potential conflicts do not arise. The Recipient shall consult with the Carbon Trust if there is any uncertainty about whether any conflict or potential conflict of interest may exist or arise.



## 16. Termination of the Agreement

- 16.1 The Carbon Trust may by written notice to the Recipient terminate this Agreement with immediate effect if any of the following events occur:
- 16.1.1 the Recipient intends to use, has used in the past, or uses the Grant for purposes other than those for which they have been awarded;
  - 16.1.2 the Recipient fails to comply with the KPI targets of this Agreement as updated from time to time for more than three (3) consecutive months, or three (3) months in any six (6) month rolling period and:
    - 16.1.2.1 following the implementation of a remedial action plan the Carbon Trust considers that the KPI failure persists; or
    - 16.1.2.2 the KPI failure has not been remedied to the satisfaction of the Carbon Trust; or
    - 16.1.2.3 the KPI failure reoccurs within a subsequent 6 month period from the date of approval of the remedial action plan;
  - 16.1.3 the Recipient is, in the reasonable opinion of the Carbon Trust, delivering the Project Activities in a negligent manner;
  - 16.1.4 the Recipient obtains duplicate funding from a third party for the Project Activities;
  - 16.1.5 any co-financing included in the Recipient's proposal, and further detailed in Annex 2, is not realised or such information regarding the co-financing is subsequently found to be incorrect, inaccurate or misleading;
  - 16.1.6 the Recipient obtains funding from a third party which, in the reasonable opinion of the Carbon Trust, undertakes activities that are likely to bring the reputation of the Project Activities, the Carbon Trust or the Main Client into disrepute;
  - 16.1.7 the Recipient provides the Carbon Trust with any materially misleading or inaccurate information;
  - 16.1.8 there is a change of control of the Recipient within the meaning of section 416 of the Income and Corporations Taxes Act 1988;
  - 16.1.9 the Recipient fails to comply in the performance of the Agreement with its legal obligations in the fields of environmental, social or labour law;
  - 16.1.10 the Main Agreement is terminated for any reason;
  - 16.1.11 the Carbon Trust determines (acting reasonably) that any director or employee of the Recipient has:
    - 16.1.11.1 acted dishonestly or negligently at any time during the term of this Agreement and to the detriment of the Carbon Trust; or
    - 16.1.11.2 taken any actions which unfairly bring or are likely to unfairly bring the Carbon Trust's name or reputation and/or the Carbon Trust into disrepute;
  - 16.1.12 the Recipient transfers, assigns or novates to any third party, or encumbers in any way, the Grant without the Carbon Trust's consent;
  - 16.1.13 the Recipient:
    - 16.1.13.1 ceases or proposes to cease trading;
    - 16.1.13.2 is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

16.1.13.3 passes a resolution for winding-up, or is the subject of any application, petition or order for administration, winding up, dissolution or bankruptcy, or enters into any composition or voluntary arrangement with its creditors;

16.1.13.4 has any distress, execution, sequestration or other process levied or enforced or issued upon or against the whole or any material part of its assets and the same is not discharged within 10 days;

16.1.13.5 is subject to any encumbrancer taking possession or an administrative or other receiver or manager being appointed over the whole or any material part of its assets and such person is not removed or discharged within 10 days; or

16.1.13.6 is subject to any analogous event to those described in this Condition 16.1.13 in any other jurisdiction in the world; or

16.1.14 the Recipient is in breach of any of Conditions 9 (Bribery, Anti-terrorism and Discrimination), 10 (Confidentiality), 12 (Intellectual Property) or 15 (Conflicts of Interest), or is in any other material breach of the Agreement.

16.2 Without prejudice to Condition 16.1, the Agreement may be terminated by the Carbon Trust:

16.2.1 upon 30 days' notice in the event of a breach of the Agreement by the Recipient which is incapable of remedy;

16.2.2 with immediate effect in the event of a breach of the Agreement which is capable of remedy but which has not been remedied by the Recipient within 21 days of receipt of written notice from the Carbon Trust requiring that such breach be remedied;

16.2.3 with immediate effect if the Main Client is unable to meet its financial obligations under the Main Agreement.

16.3 The Recipient shall as soon as possible inform the Carbon Trust if the Recipient is the subject (or likely to be the subject) of any of the events described in Condition 17.1.12.

## **17. Break**

17.1 The Carbon Trust shall be entitled to terminate the Agreement at any time by giving the Recipient 90 days written notice. Upon the expiry of the notice, the Agreement shall be terminated without prejudice to the rights of the parties accrued to the date of termination.

17.2 If the Agreement is terminated pursuant to (i) Condition 17.1; or (ii) Condition 16.2.3, subject to Condition 21.5, the Recipient may claim reimbursement of all reasonable costs necessarily and properly incurred by it in relation to the orderly cessation of the Project Activities and which would otherwise represent an unavoidable loss to the Recipient by reason of the termination of the Agreement. The Recipient shall take all reasonable steps to mitigate such costs. Where the Recipient holds insurance, the Recipient shall reduce its unavoidable costs by any insurance sums which are claimable. The Recipient shall submit a fully itemised and costed list, with supporting evidence, of the costs claimed by the Recipient pursuant to this Condition 17 within 30 days of being notified by the Carbon Trust of the termination. The Carbon Trust shall only be required to pay the costs claimed by the Consultant following approval of the costs by, and receipt of the relevant funds from, the Main Client.

17.3 The Carbon Trust shall not be liable under this Condition 17 to pay any sum which, when taken together with any sums paid or due or becoming due to the Recipient under the Agreement, shall exceed the Grant amount.

## **18. Consequences of Termination**

18.1 Where the Agreement is terminated by the Carbon Trust under Conditions 16.1, 16.2.1-16.2.2 (Termination of the Agreement):-

18.1.1 any sum due or accruing from the Carbon Trust to the Recipient may be withheld or reduced by such proportionate amount as the Carbon Trust considers reasonable in the circumstances; and/or

- 18.1.2 the Carbon Trust may make all arrangements which are necessary to undertake or procure the orderly completion of the Project Activities and recover any sums reasonably incurred in excess of the Grant amount from the Recipient in doing so.
- 18.2 Upon termination for any reason the Recipient shall repay any Unspent Monies or surplus Grant to the Carbon Trust.
- 18.3 Where the Agreement is terminated under Conditions 16 (Termination of Agreement) or 17 (Break), the Carbon Trust may, during any notice period relating to such termination, direct the Recipient to:-
- 18.3.1 where the Project Activities (or relevant part) have not been commenced, refrain from commencing such Project Activities (or part) or where the Project Activities (or part) have been commenced, to cease work immediately; and
- 18.3.2 complete in accordance with the Agreement such Project Activities (or relevant part) which can be completed within the notice period, which shall be paid for at the Agreement Price (as appropriately adjusted).
- 18.4 Upon the expiration or termination for any reason whatsoever of the Agreement, the Recipient shall immediately return to the Carbon Trust (or, if the Carbon Trust so requests by written notice, destroy) all the Carbon Trust's property in the possession or under the control of the Recipient or its sub-contractors or agents, including all Confidential Information and intellectual property of the Carbon Trust together with all copies of such Confidential Information, and shall certify that it has done so.
- 18.5 The expiration or termination of the Agreement shall be without prejudice to the rights and remedies of either party which may have accrued up to the date of expiration or termination or may accrue thereafter.
- 18.6 Upon the expiration or termination of the Agreement, for any reason, the Recipient agrees for a period of 3 years that any Asset shall be used for the Project (or substantially similar continuation activities for the same purpose) and shall not be disposed of without the prior written consent of the Carbon Trust. Upon any such disposal, whether the Carbon Trust has provided its consent or not, the Carbon Trust may recover, and the Recipient agrees to pay, a proportion in its absolute discretion of the proceeds of sale of any such Asset. This Condition survives expiry or termination of this Agreement.

## **19. Force Majeure**

- 19.1 Neither party shall be liable to the other for any delay in performing, or failure to perform, its obligations under the Agreement to the extent that such delay or failure is a result of Force Majeure, including following a notice from the Main Client requiring suspension in the event of force majeure under the Main Agreement. Notwithstanding the foregoing, each party shall use all reasonable endeavours to continue to perform its obligations under the Agreement for the duration of such Force Majeure unless it is excessively difficult or dangerous. However, if such Force Majeure prevents either party from performing its material obligations under the Agreement for a period in excess of three (3) months, either party may terminate the Agreement with immediate effect by notice in writing.
- 19.2 If either party becomes aware that it is or may be subject to Force Majeure, it shall immediately notify the other party of this and include in its notice whether it considers continuing the Project Activities would be excessively difficult or dangerous, and its estimation of the period for which it is likely that the Force Majeure shall continue.
- 19.3 In the case of an event of Force Majeure, the Carbon Trust may issue a notice extending the Agreement by a period equivalent to the length of the Force Majeure event.

## **20. Insurance**

- 20.1 The Recipient shall maintain at its own expense a policy or policies of insurance with reputable insurers (such policies as a minimum to be consistent with Good Industry Practice) in respect of all risks which may be incurred by the Recipient in relation to the its performance of its obligations under the Agreement, including in respect of death or personal injury, loss of or damage to property and all other insurances (including employer's liability insurance) required by law.

- 20.2 Without limiting Condition 20.1 and unless otherwise agreed in the Award Letter, the Recipient shall maintain public liability insurance and employer's liability insurance, in each case in the sum of not less than €2m in respect of each claim, including in relation to the activities of its sub-contractors. The Recipient shall maintain professional indemnity insurance for a sum of not less than €500,000 in respect of each claim, including in relation to the activities of its sub-contractors and for a minimum of six (6) years following the expiration or earlier termination of the Agreement.
- 20.3 The Recipient shall ensure that its sub-contractors, agents and suppliers each also take out and maintain at their own expense a policy or policies of insurance with reputable insurers (such policies as a minimum to be consistent with Good Industry Practice) as are required by law to be maintained by the sub-contractor in relation to the provision of the Project Activities.
- 20.4 The Recipient shall supply the Carbon Trust promptly upon request with details of its insurance policies, including evidence that the required insurance is being maintained, all premiums have been paid and the insurance cover does not contain any unreasonable excess or inappropriate exclusions.
- 20.5 If the Recipient fails to maintain the insurance required by this Condition 20, the Carbon Trust may obtain such insurance and recover the cost of so doing from the Recipient.

## **21. Loss or Damage**

21.1 Subject to Conditions 21.2 and 21.4, the Recipient shall indemnify the Carbon Trust and keep it fully indemnified and held harmless from and against all claims, actions, proceedings, notices, demands, investigations, costs, damages, losses and expenses brought against, suffered or incurred by the Carbon Trust in relation to:

21.1.1 each of the acts, omissions, breaches and defaults of the Recipient and/or the Recipient's employees, sub-contractors, agents and suppliers in performing the Project Activities; and

21.1.2 any defect in the Project Activities and/or in the quality, workmanship, materials or design of any Project Activities,

in each case except insofar as directly attributable to any negligent act of the Carbon Trust.

21.2 Nothing in this Agreement shall be construed to limit or exclude either party's liability for:

21.2.1 death or personal injury caused by its negligence or that of its employees (and in the case of the Recipient, the negligence of the Recipient's employees);

21.2.2 fraud or fraudulent misrepresentation by it or its employees (and in the case of the Recipient, the negligence of the Recipient's employees); or

21.2.3 any liability to the extent it cannot be limited or excluded by law.

21.3 Nothing in the Agreement shall be construed to limit or exclude either party's liability for death or personal injury or fraud or fraudulent misrepresentation.

21.4 Subject to Conditions 21.2 and 21.5:

21.4.1 the Recipient's liability to the Carbon Trust in relation to the Agreement shall be limited in aggregate to the sum of ten times the Grant; and

21.4.2 the Carbon Trust's liability to the Recipient in relation the Agreement shall be limited to the amount of the Grant outstanding.

21.5 Neither party shall have any liability to the other in respect of any indirect, economic or consequential loss or damage, including loss of profits, loss of turnover, loss of business, loss of revenue, loss of goodwill and loss of savings (whether anticipated or otherwise).

21.6 Subject to Condition 21.4, and notwithstanding Condition 21.5, the Recipient acknowledges that the Carbon Trust may, amongst other things, recover from the Recipient the losses incurred by the Carbon Trust to the

extent that they arise as a result of a breach of the Recipient's obligations (including under this Agreement) or other default, act, omission, negligence or statement of the Recipient or the Recipient's employees howsoever arising.

- 21.7 The Recipient agrees that notwithstanding any limitation of liability set out in these Conditions or the Award Letter, the Recipient's liability to the Carbon Trust under the Agreement shall only ever be limited to the extent that any applicable liability of the Carbon Trust under the Main Agreement (if any) is also limited.

## **22. Exit Management**

- 22.1 The Recipient will prepare and submit an Exit Plan to the Carbon Trust for approval within the first three months of signing the Award Letter. In accordance with the timescales set out in the Exit Plan (or the timescales otherwise agreed with the Carbon Trust), the Recipient shall perform the activities set out in the Exit Plan to allow the continuation, seamless transfer or winding down of the Project Activities upon completion, or early termination, of this Agreement.

## **23. Assignment and Sub-Contractors**

- 23.1 The Recipient shall not sub-contract or transfer, assign, novate, charge or otherwise dispose of the Agreement or any part of it without the prior written consent of the Carbon Trust.

- 23.2 The Recipient shall ensure that all sub-contractors comply with the Agreement (including Conditions 3.1, 14.3, 20.3) and shall be wholly responsible for the actions, omissions or defaults of the Recipient's employees, sub-contractors, agents and suppliers and shall not be relieved of any of its obligations under the Agreement by such sub-contracting.

- 23.3 The Recipient shall ensure that any sub-contracts contain provisions:

23.3.1 requiring the sub-contractor to comply, and ensure that its employees comply, with the Ethical Framework at all times;

23.3.2 requiring the sub-contractor to immediately notify the Recipient in the event of a breach of Condition 23.3.1 above;

23.3.3 requiring the Recipient to pay any undisputed sums which are due from it to the sub-contractor within a specified period not exceeding thirty (30) days from the receipt of a valid invoice;

23.3.4 requiring that any invoices submitted by a sub-contractor shall be considered and verified by the Recipient in a timely fashion and that undue delay in doing so shall not be sufficient justification for failing to regard an invoice as valid and undisputed;

23.3.5 conferring a right to the Main Client and the Carbon Trust to publish the Recipient's and the sub-contractor's compliance with its obligation to pay undisputed invoices to sub-contractors within the specified payment period;

23.3.6 giving the Recipient a right to terminate the sub-contract if the sub-contractor fails to comply in the performance of the sub-contract with legal obligations in the fields of environmental, social or labour law; and

23.3.7 requiring the sub-contractor to include in any sub-contract which it in turn awards suitable provisions to impose, as between the parties to that sub-contract, requirements to the same effect as those required by this Condition 23.3.

- 23.4 The Carbon Trust may at any time assign, novate or otherwise transfer the benefit and/or burden of the Agreement to any other person, provided that in the reasonable view of the Carbon Trust such person is of sufficient standing to be able to discharge the Carbon Trust's liabilities under the Agreement. The Recipient hereby consents to any such assignment, novation or transferral.

## **24. Notices**

24.1 All notices given by a party shall be in writing and shall be deemed to be duly given at the time of delivery, if delivered by hand to the other party's address, and two Working Days after posting, if sent by first-class pre-paid post to the other party's address. Each party's address shall be the address set out in the Award Letter, or such other address as it notifies to the other party from time to time. If any notice is to be provided by email, it shall only be deemed to be duly given upon acknowledgement by return email of receipt (excluding any automated responses),

## **25. Arbitration**

25.1 If any dispute, disagreement or difference (“**dispute**”) arises out of or in connection with the Agreement, the parties shall in good faith refer that dispute to the decision of the managing director of the Recipient and the Chief Executive of the Carbon Trust (or other such persons of equivalent status as the parties may respectively designate by notice to each other).

25.2 If, at the expiration of 60 days after any referral pursuant to Condition 25.1 (or such further period as the parties may agree in writing), the parties remain in dispute, the dispute shall be referred to the London Court of International Arbitration and finally resolved by arbitration under the Arbitration Rules of the London Court of International Arbitration in force at the date of the referral.

## **26. General**

26.1 If any provision of the Agreement is held to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remaining provisions of the Agreement shall continue in full force and effect as if the Agreement had been executed with the invalid, illegal or unenforceable provision eliminated. If the invalid provision is fundamental to the Agreement, the parties shall immediately commence negotiations in good faith to remedy the invalidity.

26.2 The failure by either party to exercise any right or remedy shall not constitute a waiver of that right or remedy or of any future rights or remedies. No waiver shall be effective unless it is communicated to the other party in writing and no waiver on any particular occasion shall operate as a future or continuing waiver of any right or remedy.

26.3 Nothing in the Agreement confers or purports to confer on any third party any right to enforce any term of the Agreement, and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply, save that where the Main Agreement requires that the Main Client be entitled to enforce the terms of this Agreement then the Main Client shall be so entitled.

26.4 The provisions of Conditions 1, 3.2.4, 3.6, 6.3, 6.11, 6.13, 9, 10, 11, 12, 14.1, 17.2, 17.3, 18, 20.2 and 21 - 26 (inclusive) and any provision which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect.

26.5 The Agreement constitutes the entire agreement between the parties with respect to its subject matter. All prior agreements, conditions and warranties (whether express or implied, statutory or otherwise) and all representations, statements, negotiations, understandings and undertakings (whether written or oral) are superseded by the Agreement (other than fraudulent misrepresentation on which a party can be shown to have relied).

26.6 The Agreement shall be governed by and interpreted in accordance with English law and, subject to Condition 25, the parties submit to the non-exclusive jurisdiction of the Courts of England.

**Annex 2**  
**Project Activities**

*[If applicable]* Annex 3

**Processing, Personal Data and Data Subjects**

- 1. Processing by the Provider**
  - 1.1 Scope**
  - 1.2 Nature**
  - 1.3 Purpose of processing**
  - 1.4 Duration of the processing**
- 2. Types of Personal Data**
- 3. Categories of Data Subject**