

GRANT AGREEMENT

The Energy Saving Trust on behalf of the United Kingdom's Department for International Development and the Efficiency for Access Coalition hereby offer to give to «insert awardee name» ("the Awardee") an Award of up to «insert grant amount», payable based on the agreed milestone schedule and budget detailed in the Awardee's Application to the EforA R&D Fund, which is more particularly described in Part 1 of Schedule 1 ("the Project"). The total cost of the Project is «insert total project cost» and the Awardee shall provide match funding for eligible projects costs of at least «insert match funding amount». The Expiry Date of the Award will be «insert maximum term period» or once the Final Report is submitted and accepted by the Energy Saving Trust, whichever occurs earlier. The award is subject to the following terms and conditions:

1. Definitions and Interpretations:

"Agreement" means the agreement constituted by the Energy Saving Trust's invitation to apply for an Award, the Awardee's Application, these Conditions and the Awardee's acceptance of these Conditions;

"Award" means the award offered by the Energy Saving Trust to the Awardee as specified in the Award Letter, as varied from time to time in accordance with these Conditions;

"Awardee" means the organisation or body to which the Award will be payable as specified in these Conditions. Where two or more persons, organisations or bodies are the Awardee, references to the "Awardee" are to those persons, organisations or bodies collectively and their obligations under the Agreement are undertaken jointly and severally;

"Awardee Background IPR" means Intellectual Property Rights owned by the Awardee before the date of the Awardee's acceptance of these Conditions and Intellectual Property Rights created by the Awardee independently of these Conditions;

"Commencement Date" means «insert commencement date»

"Conditions" means these Award conditions;

"Confidential Information" means any information which is marked as being confidential or which may reasonably be regarded as confidential, together with all information obtained from the party making the disclosure that relates to the business, affairs, products, trade secrets, technology, know-how, methodology of supply, developments, finances, employees, customers or suppliers of either party, including, without limitation, the subject matter of the Agreement;

"Data" means all data (in eye or machine readable form) supplied by the Energy Saving Trust to the Contractor or acquired, created or processed by the Contractor in connection with this Contract, and the print-outs, reports, output and other data resulting from the processing undertaken by the Contractor in connection with this Contract

"Data Protection Legislation" means any law applicable relating to the processing, privacy and use of personal data, including, without limitation: (i) the Data Protection Act (UK) 2018 and; (ii) the General Data Protection Regulation (EU) 2016/679, and/or any corresponding or equivalent national laws or regulations; (iii) the Privacy and Electronic Communications (European Commission Directive) Regulations 2003, SI 2003/2426, and / or the Regulation on Privacy and Electronic

Communications (EU) 2017/003, and any laws or regulations implementing Directive 2002/581EC; and / or (iv) any judicial or administrative implementation of any of the above, any guidance, guidelines, codes of practice, codes of conduct or approved certification mechanisms issued by the United Kingdom's Information Commissioner's Office, or other regulatory or supervisory authority responsible for administering Data Protection Legislation;

"Default" means:

- a) Any breach of the obligations of either party under these Conditions (including, but not limited to, any breach of any undertaking or warranty given under or in terms of these Conditions);
- b) Any failure to perform or the negligent performance of any obligation under these Conditions;
- c) Any breach of any applicable law; or
- d) Any negligence or negligent or fraudulent mis-statement or misappropriation of the Award, or any other default,

in all cases by either party, its employees, agents or representatives;

"DFID" means the United Kingdom's Department for International Development

"EforA" means the Efficiency for Access Coalition.

"Eligible costs" as defined in table of page three of the guidance for applicants document found on the Efficiency for Access website: <https://storage.googleapis.com/e4a-website-assets/Guidance-for-applicants.pdf>

"Expiry Date" means «insert maximum term period» or once the Final Report is submitted and accepted by the Energy Saving Trust, whichever occurs earlier.

"EU" means the European Union.

"Financial Year" means the UK Financial Year, that is, a period from 1 April in one year until 31 March in the next;

"Funder" means any or all of the Department for International Development ("DFID"), any other government department, executive body or public authority that provides funding to the Energy Saving Trust in connection with this Agreement;

"Intellectual Property Rights" means all copyright, patent, trademark, design right, database right and any other right in the nature of intellectual property whether or not registered, in any materials or works in whatever form (including but not limited to any materials stored in or made available by means of an information technology system and the computer software relating thereto) which are created, produced or generated as part of the Project by or on behalf of the Awardee.

"Materials" means all items, data and other product of the Project/Programme/Proposal (whether tangible or intangible, in paper, electronic or other form) created or provided by the Awardee in the course of the Project, including (but not limited to), copy, artwork, designs, web pages and software;

"Project" means the purpose for which the Award has been granted as described in Schedule 1.

"Project Specific IPR" means:

- a) Intellectual Property Rights in items created by the Awardee (or by a third party on behalf of the Awardee) in relation to the Project or otherwise specifically for the purposes of these

Conditions, and updates and amendments of these items including (but not limited to) database schema; and/or

- b) Intellectual Property Rights in or arising as a result of the performance of the Awardee's obligations under these Conditions and all updates and amendments to the same.

“Payment” means each of the payments specified in Schedule 1.

“R&D” means Research and Development.

“UK” means the United Kingdom of Great Britain and Northern Ireland.

- 1.1. In these Conditions, the words and expressions set out above shall have the meanings ascribed to them.
- 1.2. In these Conditions unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.
- 1.3. The headings in these Conditions are for convenience only and shall not be read as forming part of the Conditions or taken into account in their interpretation.
- 1.4. Except as otherwise provided in these Conditions, any reference to a clause, paragraph, sub-paragraph or schedule shall be a reference to a clause, paragraph, subparagraph or schedule of these Conditions. The schedules are intended to be contractual in nature. They form part of the Agreement and should be construed accordingly.
- 1.5. Agreement shall not be varied except by an instrument in writing signed by both parties.

2. Purposes of the Award

- 2.1. The Award is made to enable the Awardee to carry out the Project.
- 2.2. The Award shall only be used for the purposes of the Project and for no other purpose whatsoever.
- 2.3. No part of the Award shall be used to fund any activity or material which is party political in intention, use, or presentation or appears to be designed to affect support for a political party. Further, no part of the Award shall be used to fund any corrupt, fraudulent or terrorist activity or any other activities that would breach the laws of the United Kingdom or any local laws.
- 2.4. The main objectives of the Award are outlined in section 1.6 and 1.7 of Schedule 1 Part 1.
- 2.5. The milestones against which progress in achieving objectives shall be monitored are outlined in section 4.1 of Schedule 1 Part 1.
- 2.6. The eligible costs for which the Award can be claimed and required match funding from the Awardee are outlined in sections 5.6, 5.7, 5.8, and 5.9 of Schedule 1 Part 1.
- 2.7. The eligible costs will exclude any VAT and local taxes that would otherwise be reclaimable.

3. Payment of Award

- 3.1. The Award shall be paid by the Energy Saving Trust to the Awardee in accordance with the terms of Schedule 1 below.
- 3.2. The Awardee shall, in addition to the final Milestone Report and Award Claim Form, submit to the Energy Saving Trust a Final Report and Statement of Compliance with the Conditions of the Award using the form provided in Schedule 4. The Energy Saving Trust will withhold the final 10% of grant funding requested until the final report is submitted and approved. The Statement of Compliance with the Conditions of the Award shall be signed by an authorised signatory of the Awardee.
- 3.3. In the event that the amount of the Award paid by the Energy Saving Trust to the Awardee at any point in time is found to exceed the amount of the costs and expenses reasonably and properly incurred by the Awardee in connection with the eligible costs of the Project, the Awardee shall repay to the Energy Saving Trust the amount of such excess within 14 days of receiving a written demand for it from or on behalf of the Energy Saving Trust. In the event that the Awardee fails to pay such amount within the 14-day period, the Energy Saving Trust shall be entitled to interest on the amount at the rate of 2 per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand from the date of the written demand until payment in full of both the amount and the interest thereon.
- 3.4. The Energy Saving Trust shall not be bound to pay to the Awardee, and the Awardee shall have no claim against the Energy Saving Trust in respect of, any instalment of the Award which has not been claimed by the Awardee by the date of the final payment of the Award, unless otherwise agreed in writing by the Energy Saving Trust.
- 3.5. For the avoidance of doubt, any claim for all or part of the Award will only be eligible and accepted if submitted in Pounds Sterling (£), and currency costs are not eligible costs payable under the Award.

4. Inspection of Information

- 4.1. The Awardee shall provide the Energy Saving Trust with a Project M&E Plan containing project outcome and impact indicator metrics as specified in Schedule 2, for the purposes of monitoring and evaluation of the project delivery. The Awardee shall then keep the Energy Saving Trust fully informed of the progress of the Project in the form of Milestone Reports, the frequency of which is outlined in Schedule 1. Details shall include actual expenditure to date compared with profiled expenditure and any change to estimated expenditure for the financial year and/or the Project as a whole, the reasons for any such changes and progress in achieving objectives/outcomes.
- 4.2. The Awardee shall not make any revisions to targets/milestones against which progress in achieving objectives/outcomes are monitored without the prior written agreement of the Energy Saving Trust.
- 4.3. The Awardee shall, on completion of the Project, submit a Final Report to the Energy Saving Trust summarising the outcomes, performance and lessons learnt from the Project, as set out in Schedule 4.
- 4.4. The Awardee shall also provide any other information that the Energy Saving Trust may reasonably require to satisfy themselves that the Project is consistent with the Agreement. The Awardee shall provide the Energy Saving Trust with prompt access to any information they reasonably require to ensure compliance with these Conditions

- 4.5. The Awardee shall keep and maintain for a period of (7) years unless agreed otherwise in writing with Energy Saving Trust after the expenditure occurs, adequate and proper records and books of account recording all receipts and expenditure of monies paid to it by the Energy Saving Trust by way of the Award. The Awardee shall afford the Energy Saving Trust, their representatives, the Funder, its/his/her representatives and such other persons as the Energy Saving Trust may reasonably specify from time to time, such access to those records and books of account as may be required by them at any reasonable time in response to a written request for such access from the person seeking it. The Awardee shall provide such reasonable assistance and explanation as the person carrying out the inspection may from time to time require.
- 4.6. In the event of the Awardee becoming aware of or suspecting any irregular or fraudulent activity that may have any impact on the Project or on the use of the Award, or any part of it, the Awardee shall immediately notify the Energy Saving Trust of such activity and provide such other information as the Energy Saving Trust may reasonably require in relation to the impact on the Project and the use of the Award. The Awardee shall, and shall procure that any of its employee's agents, sub-contractors and/or representatives, provide reasonable cooperation and assistance with the Energy Saving Trust (and any other third party body as may be relevant) for the purposes of investigating any such activity.
- 4.7. The Awardee shall immediately inform the Energy Saving Trust of any change in its constitution including, but not limited to, a change in status from one type of body corporate to another.
- 4.8. The Awardee shall share with the Energy Saving Trust on request all project data, information, results and learnings in relation to the project. The Energy Saving Trust reserves the right to utilise such project data, information, results and learnings for the purposes of maximising the benefit of the Efficiency for Access Research and Development Fund and as such, the Energy Saving Trust may at its own discretion publicise such project detail including, but not limited to; the project title, the project description, the total project cost and the total funding committed.

5. Security and Data Protection

- 5.1. Both parties are acting as independent controllers (as defined in the Data Protection Legislation) and undertake to at all times comply with and not do or omit to do anything that might put either in breach of the Data Protection Legislation.
- 5.2. The Awardee shall provide the Energy Saving Trust with a Project M&E Plan containing project outcome and impact indicator metrics as specified in Schedule 2, for the purposes of monitoring and evaluation of the project delivery.
- 5.3. Without prejudice to the generality of the foregoing parts of this Clause 5:-
 - 5.3.1. the Awardee shall accurately record the details of any Data collected from a third party and ensure that it has a valid legal basis (including, without limitation obtaining from that third party any and all consents necessary) for the Energy Saving Trust and the Awardee to process such Data for all purposes in connection with the Project in a manner that is compliant with the Data Protection Legislation;
 - 5.3.2. the Awardee shall give the Energy Saving Trust such assistance as the Energy Saving Trust may reasonably require and on such timescales as the Energy Saving Trust may specify to deal with any request made by an individual asserting their rights under the Data Protection Legislation;
 - 5.3.3. the Awardee shall take appropriate technical and organisational measures against unauthorised or unlawful disclosure of Data and against accidental loss or destruction

of, or damage to, Data;

- 5.3.4. the Awardee shall have a written security policy available for inspection by the Energy Saving Trust, which policy shall offer appropriate levels of security dependant on the nature of the Data and the harm which may result from any breach of security. The Awardee shall notify the Energy Saving Trust in the event of any Data Breach as Defined in the Data Protection Legislation as soon as possible, and in any event not more than 48 hours from the breach occurring.
- 5.4. the Awardee shall permit the Energy Saving Trust (or any third party acting on its behalf) to carry out spot checks either on a random or a pre-arranged basis and, on request, the Awardee shall provide such information as the Energy Saving Trust may reasonably request to confirm that the Awardee is acting in compliance with its obligations under these Conditions with respect to the protection of Data.
- 5.5. In its capacity as a controller and for the purposes of this Agreement and managing the Award, the Energy Saving Trust will process the following types of personal data belonging to the Awardee:
 - 5.5.1. Organisation name, employee names, business contact details of employees; Project beneficiary details, including names and contact details.
- 5.6. Energy Saving Trust will keep Data for 7 years from the date of the final payment to the Awardee and upon expiry of such time period, EST shall delete or destroy the Data unless it has grounds to retain it.

6. Confidentiality

- 6.1. Whenever requested to do so by the Energy Saving Trust the Awardee shall deliver-up to the Energy Saving Trust any Materials specified by the Energy Saving Trust and shall do any and all things and execute (or procure the execution of) any and all applications, assignments or other instruments which the Energy Saving Trust shall deem necessary to give effect to the provisions of this Clause 6.
- 6.2. Both Parties agree: -
 - 6.2.1. to safeguard and keep the Confidential Information secret and confidential and shall not at any time for any reason whatsoever disclose any such information or permit any such information to be disclosed to any third party, except to those of the receiving party's employees, agents, sub-contractors or professional advisors who have a need to see such information for the purposes of the receiving party performing its obligations under these Conditions;
 - 6.2.2. to procure that any of its employees, agents, sub-contractors or professional advisors (including employees of those sub-contractors or advisors) who have access to any Confidential Information enter into a suitable confidentiality agreement in a form approved by the Energy Saving Trust or, insofar as this is not reasonably practicable, ensure that such persons are made aware of and comply in respect of that information with confidentiality obligations equivalent to those imposed by these Conditions;
 - 6.2.3. not use or permit to be used any Confidential Information otherwise than for the purposes of delivering the Project.
 - 6.2.4. not at any time to remove from the Energy Saving Trust's premises any Confidential Information (or copies thereof) except where the Energy Saving

Trust has given written consent for particular information or documents to be taken or worked on off site, specifying conditions for its return.

- 6.3. The provisions of Clauses 6.2.1 to Clause 6.2.4 shall not apply to any Confidential Information to the extent that it:
- 6.3.1. is or becomes public available otherwise than by breach by the receiving party of these Conditions or any other obligation of confidentiality;
 - 6.3.2. is required to be disclosed by law to a proper authority, provided that the the disclosing party is given prior notification (as far as is permitted by law) of the intended disclosure.
- 6.4. The obligations contained in Clause 6 shall continue to apply after the expiry or termination of the Agreement.

7. Disposal of Assets

- 7.1. The Awardee shall not, without the prior written consent of the Energy Saving Trust, dispose of any asset funded, in part or in whole, with Award funds within 3 years of the asset being acquired or developed. During that period the Energy Saving Trust shall be entitled to the proceeds of the disposal – or the relevant proportion of the proceeds based on the percentage of Award funding used in connection with the acquisition or improvement of the asset against the whole proceeds and the Awardee shall pay to the Energy Saving Trust within 14 days of demand an amount equal to such proceeds or such relevant proportion thereof. The Energy Saving Trust shall also be entitled to the relevant proportion of any proceeds resulting from any provision included as a condition of sale and the Awardee shall pay to the Energy Saving Trust within 14 days of demand an amount equal to such relevant proportion thereof. Payment by Awardee to the Energy Saving Trust in terms of this clause 7 shall not be required where the value of the asset in question is less than £5,000.
- 7.2. The Awardee shall be responsible for informing the Energy Saving Trust of such disposal of any asset funded, in whole or in part, with Award funds within three years of the asset being acquired or developed. This obligation is intended to survive termination or expiry of this Agreement.

8. Publicity

- 8.1. The Awardee shall where reasonably practicable acknowledge in all publicity material relating to the Project the contribution of the Efficiency for Access R&D Fund and UK aid to its costs, as set out in Schedule 5. UK aid should be acknowledged and referenced as per the UK aid branding guidance published in May 2018 and can be found on the UK government website. The Awardee shall submit to the Energy Saving Trust for approval the form of any publicity material acknowledgement prior to its first release or publication and the Energy Saving Trust shall be entitled, acting reasonably, to require any modification be made to such materials at the Awardee's sole cost.

9. Intellectual Property Rights

- 9.1. All Awardee Background IPR shall remain vested in and the exclusive property of the Awardee. Each party acknowledges and confirms that nothing contained in these Conditions shall give it any right, title or interest in or to the Intellectual Property Rights of the

other party already in existence prior to the Project/Programme/Proposal save as granted by these Conditions.

- 9.2. The Energy Saving Trust and DFID will not own any Project Specific IPR.
- 9.3. The Awardee agrees to grant Energy Saving Trust and DFID a perpetual, world-wide, irrevocable, royalty-free, non-exclusive licence, together with the right to grant sub-licences, to the Project Specific IPR to use or publish the results of the Project.
- 9.4. The Awardee shall ensure that nothing contained in any materials produced or submitted to the Energy Saving Trust by the Awardee or anyone acting on its behalf nor the reproduction of such materials, shall constitute an infringement of any third party copyright or Intellectual Property Right and shall indemnify and keep indemnified the Energy Saving Trust against all losses, costs, expenses, actions, proceedings, claims, damages, liabilities and demands made by reason of any such infringement.
- 9.5. Notwithstanding the foregoing, each party shall be entitled to use in any way it deems fit any skills, techniques or know how acquired or developed or used in connection with Project Specific IPR or otherwise in connection with these Conditions provided always that such skills, techniques or know how do not:
 - 9.5.1. infringe the other party's Intellectual Property Rights, now or in the future; or
 - 9.5.2. disclose or breach the confidentiality of the other party's Confidential Information.

10. Default and Recovery of Award

- 10.1. The Energy Saving Trust (acting in its absolute discretion) may re-assess, vary, make a deduction from, withhold, or require immediate repayment of the Award or any part of it in the event that:
 - 10.1.1. The Awardee commits a Default;
 - 10.1.2. The Energy Saving Trust considers that any change or departure from the purposes for which the Award was granted warrants an alteration in the amount of the Award;
 - 10.1.3. The Awardee fails to carry out the Project or is, in the reasonable opinion of the Energy Saving Trust, delivering the Project in a negligent manner;
 - 10.1.4. In the opinion of the Energy Saving Trust, the progress on the Project is not satisfactory;
 - 10.1.5. In the opinion of the Energy Saving Trust, the future of the Project is in jeopardy;
 - 10.1.6. the Awardee provides the Energy Saving Trust with any materially misleading or inaccurate information;
 - 10.1.7. the Awardee obtains duplicate funding from a third party for the Project;
 - 10.1.8. the Awardee carries out the Project in a manner which, or otherwise undertakes activities which, in the reasonable opinion of the Energy Saving Trust, are likely to

bring the reputation of the Project, the Energy Saving Trust, EforA, and / or the Funder into disrepute.

- 10.2. If, in the opinion of the Energy Saving Trust, the Award or any part of it is state aid and they consider that they are required to recover such sum in order to ensure compliance with their obligations under EU law the Energy Saving Trust may require immediate repayment of the Award or any part of it together with interest at such rate and on such basis as may be determined from time to time by the Commission of the European Union.
- 10.3. The Energy Saving Trust may withhold the payment of the Award if at any time within the duration of the Agreement;
 - 10.3.1. If the Awardee passes a resolution that it be wound up, or a court makes an order that the Awardee be wound up, in either case otherwise than for the purposes of reconstruction or amalgamation, or circumstances arise which would enable a court to make such an order or the Awardee is unable to pay its debts, such as within the meaning of section 123 of the Insolvency Act (UK) 1986;
 - 10.3.2. Where the Awardee is an individual, if a petition is presented for the Awardee's bankruptcy or the sequestration of his estate or a criminal bankruptcy order is made against the Awardee; or the Awardee makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignation for the benefit of creditors, or if an administrator or trustee is appointed to manage his affairs; or
 - 10.3.3. If a receiver, manager, administrator or administrative receiver is appointed to the Awardee, or over all or any part of the Awardee's property, or circumstances arise which would entitle a court or a creditor to appoint such a receiver, manager, administrator or administrative receiver.
 - 10.3.4. If the Awardee undergoes a change of control, in which event the Energy Saving Trust may terminate this agreement
- 10.4. In the event that the Awardee becomes bound to pay any sum to the Energy Saving Trust in terms of clause 10.1, the Awardee shall pay the Energy Saving Trust the appropriate sum within 14 days of a written demand for it being given by or on behalf of the Energy Saving Trust to the Awardee. In the event that the Awardee fails to pay the sum within the 14-day period, the Energy Saving Trust shall be entitled to interest on the sum at the rate of 2 per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand, from the date of the written demand until payment in full of both the sum and interest.
- 10.5. Notwithstanding the provisions of this clause 10, in the event that the Awardee is in breach of any of the Conditions, the Energy Saving Trust may, provided that the breach is capable of a remedy, postpone the exercise of their rights to re-assess, vary, make a deduction from, withhold, or require immediate repayment of the Award or any part of it in terms of clause 10 for such period as they see fit, and may give written notice to the Awardee requiring it to remedy the breach within such period as may be specified in the notice. In the event of the Awardee failing to remedy the breach within the period specified to the reasonable satisfaction of the Energy Saving Trust, the Energy Saving Trust shall be entitled to exercise any such rights in terms of clause 10. In the event that the Energy Saving Trust exercises its rights to require immediate repayment of the Award or any part of it in terms of clause 10, the Awardee shall be bound to repay to the Energy Saving Trust the Award or any part of it in accordance with the terms of clause 10.4.

- 10.6. No failure, omission or delay by the Energy Saving Trust in exercising any right or remedy to which they are entitled in terms of these Conditions shall be construed as a waiver of such right or remedy.
- 10.7. The Energy Saving Trust accepts no liability for any consequences, whether direct or indirect, that may come about from the Awardee running the Project, the use of the Award or from any variation, deduction from, withholding of or repayment of the Award, or for any use which may be made of any Materials and/or Project Specific IPR arising from its work or otherwise supplied to or to which a party gains access and any party utilising such Materials and/or Project Specific IPR. The Awardee shall indemnify and hold harmless the Energy Saving Trust, its employees, agents, officers or sub-contractors with respect to all losses, costs, expenses, actions, proceedings, claims, damages, liabilities and demands arising from or incurred by reason of the actions and/or omissions of the Awardee in relation to the Project, the non-fulfilment of obligations of the Awardee under these Conditions or its obligations to third parties.
- 10.8. Subject to clause 10.7, the Energy Saving Trust's liability under these Conditions is limited to the payment of the Award.

11. Assignment

The Awardee shall not be entitled to assign, sub-contract, transfer or in any other way make over to any third party the benefit and/or the burden of the Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Award, without the prior written consent of the Energy Saving Trust.

12. Termination

- 12.1. The Energy Saving Trust shall have the right to terminate this Agreement at any time on not less than 30 days' notice (notice to be provided in writing and termination to take effect 30 days after notice is issued by the Energy Saving Trust) to the Awardee, in which case the Energy Saving Trust shall pay to the Awardee the Fees due to the Awardee in respect of eligible costs properly incurred up until the date of termination and the Energy Saving Trust will have no further liability to the Awardee in the event of such termination.
- 12.2. The Energy Saving Trust shall have the right to terminate this Agreement with immediate effect by notice in writing to the Awardee at any time and to recover from the Awardee any loss resulting from such termination if any one or more of the following events occurs or occurred prior to the date of this Agreement:
- 12.2.1. the Awardee commits any material breach of any of its duties and obligations under this Agreement (including, but not limited to, any failure to adhere to any performance milestones set out in this Agreement or any agreed timetable for works) and such breach, where capable of remedy, has not been remedied with 30 days (or such other, shorter period as the Energy Saving Trust reasonably considers appropriate in all the circumstances) of the Awardee being given written notice requiring it to be so remedied;
- 12.2.2. the Awardee conducts itself in a manner which in the Energy Saving Trust's reasonable opinion has brought or is likely to bring the Energy Saving Trust,

Efficiency for Access or the Efficiency for Access Grant Fund, or the Funder into disrepute;

- 12.2.3. the Awardee or any person employed by the Awardee or acting on its behalf (whether with or without the knowledge of the Awardee) shall have offered or given or agreed to give to any person any gift or consideration of any kind as inducement or reward for doing or forbearing to do or for having done or forborne to do any act or thing in relation to this Agreement or any other agreement with the Energy Saving Trust.
 - 12.2.4. the Awardee or any person employed by or acting on its behalf shall have committed any offence under the Bribery Act (UK) 2010 (or any such equivalent legislation as may be relevant in the countries and jurisdictions the Awardee operates).
- 12.3. In the event that the Energy Saving Trust's contract with one its Funders is amended or terminated by the Funder, the Energy Saving Trust shall be entitled to amend or terminate this Agreement by notice to amend or expire on the same date as that on which the contract with the Funder in question is amended or comes to an end, in which case:
- 12.3.1. where the Funder in question terminated the Energy Saving Trust's contract for breach by the Energy Saving Trust arising out of a breach by the Awardee of this Agreement, the Energy Saving Trust shall be entitled (without prejudice to any other remedy it may have) to recover from the Awardee any and all losses suffered by the Energy Saving Trust as a result of or in connection with such breach, including losses arising out of the termination of the Energy Saving Trust's contract with the Funder and the consequential termination of this Agreement;
 - 12.3.2. where Clause 12.3.1 above does not apply, the Energy Saving Trust shall make such payments to the Awardee as would be required on a termination pursuant to Clause 12.1 above.
- 12.4. The Awardee shall have the right to terminate this Agreement with immediate effect by notice in writing to the Energy Saving Trust if the Energy Saving Trust commits a material breach of this Agreement and fails to remedy that breach within 30 days after being given written notice by the Awardee requiring it to be remedied.
- 12.5. Either the Energy Saving Trust or the Awardee may terminate this Agreement with immediate effect by notice in writing to the other at any time if any one or more of the following events occurs in relation to the other Party (that is to say, to the party not giving notice of termination) or has occurred in relation to the other Party prior to the date of this Agreement and is continuing:
- 12.5.1. in the case of termination by the Energy Saving Trust only, the Awardee (being an individual) is made bankrupt or (being a partnership) suffers one of its partners to be made bankrupt or becomes the subject of winding-up proceedings;
 - 12.5.2. the other Party enters into administration or into compulsory or voluntary liquidation (other than for the purpose of effecting a solvent reconstruction or amalgamation in such manner that the body resulting from such reconstruction or amalgamation if a different legal entity shall agree to be

bound by and assume the obligations of the relevant party under this Agreement);

12.5.3. the other Party makes any voluntary arrangement with its creditors;

12.5.4. a security holder takes possession of, or a receiver or administrative receiver is appointed over, all or a material part of the other Party's assets;

12.5.5. in the case of termination by the Energy Saving Trust only, the Awardee ceases for any reason to carry on business or takes or suffers any other action which in the reasonable opinion of the Energy Saving Trust means that the Awardee may be unable to pay its debts.

12.5.6. in the case of termination by the Energy Saving Trust only, the Awardee undergoes a change of control.

12.6. On termination or expiry of this Agreement (for whatever reason) the Awardee shall deliver up to the Energy Saving Trust (or if the Energy Saving Trust so directs shall destroy or delete) any and all documents, data and other items which belong to the Energy Saving Trust and/or constitute or contain any Confidential Information.

12.7. The termination or expiry of this Agreement shall be without prejudice to any other rights or remedies a party may be entitled to under this Agreement or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination or expiry and in particular (but without limitation) the following Clauses shall continue in full force and effect:

12.7.1. Clause 6 (confidentiality)

12.7.2. Clause 9 (intellectual property rights);

13. Corrupt Gifts and Payment of Commission

The Awardee shall ensure that its employees shall not breach the terms of the Bribery Act (UK) 2010 in relation to the Award. The Awardee shall ensure that adequate controls are in place to prevent bribery all to the reasonable satisfaction of the Energy Saving Trust. The Awardee shall also comply with the EST Corrupt Payment and Gifts Policy and the EST Code of Conduct at Appendices A and B respectively.

14. Continuation of Conditions

14.1. These Conditions, except for clause 7, shall continue to apply for a period of 7 years after the end of the financial year in which the final instalment of the Award was paid.

14.2. Clause 7 shall continue to apply until the end of the period referred to in that Condition.

15. Compliance with the Law

The Awardee shall ensure that in relation to the Project, they and anyone acting on their behalf shall comply with all applicable law, for the time being in force in the countries and jurisdictions in which they operate.

16. No partnership or agency

These Conditions shall not create any partnership or joint venture between the Energy Saving Trust and the Awardee, nor any relationship of principal and agent, nor authorise either party to make or enter into any commitments for or on behalf of the other party.

17. Contracts (Rights of Third Parties) Act 1999

These Conditions do not and are not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act (UK) 1999.

18. Governing Law

This contract is governed by the Law of England and Wales and the parties hereby prorogate to the exclusive jurisdiction of the Courts of England and Wales.

19. Safeguarding

The Awardee shall at all times ensure that it, its agents, employees and sub-contractors engaged in activities funded under this Agreement shall take all suitable steps to safeguard against the following activities and behaviours in whatever form and howsoever caused:

- 19.1. any activities or behaviours detrimental to the human rights of impacted parties, including gender, child and labour rights or discrimination.
- 19.2. any activities or behaviours detrimental to the gender equality and equal opportunities of impacted parties.
- 19.3. any activities or behaviours detrimental to the health and safety of impacted parties, including workers, employees and local population.
- 19.4. any activities or behaviours detrimental to local bio-diversity and natural habitats, including forestry.
- 19.5. any activities or behaviours detrimental to the local social, poverty and political climate, including local conflict and fragility.
- 19.6. any activities or behaviours detrimental to local environmental vulnerability, including disregard for resource scarcity.
- 19.7. any activities or behaviours that disregard the opinions, complaints, rights and cultural heritage of indigenous peoples, specific social groups.
- 19.8. The Awardee shall at all times ensure that it, its agents, employees and sub-contractors engaged in activities funded under this Agreement shall take all suitable

steps to comply as far as possible under local law with the EST Equal Opportunities Policy outlined at Appendix C.

20. Procurement

- 20.1. The Awardee shall ensure that it, its agents, employees and sub-contractors engaged in activities funded under this Agreement carry out procurement activities taking all reasonable steps to achieve optimal value for money in the course of carrying out any procurement activity under this Agreement.
- 20.2. All appropriate documentation must be provided to justify purchases. For purchases under £5,000, 1 written quotation is required at minimum. For purchases between £5,000 and £25,000, 3 written quotations are required at minimum.
- 20.3. Any procurement that exceeds £25,000, whether for a single or multiple items, must be reviewed by Energy Saving Trust to validate the Awardee's procurement process.
- 20.4. The Awardee shall seek approval for the development and delivery of digital elements of externally facing administration and project work. Digital is defined as any service provided through the internet or mobile to citizens, businesses, and civil society or non-government organisations. This includes, but is not limited to information services, websites, transactional services, web applications (e.g. maps), mobile apps, and extranets. This includes services provided by others but funded by the Agreement.

21. Severance

- 21.1. If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable:
 - 21.1.1. such validity or enforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect; and
 - 21.1.2. if any such provision would be found to be valid and enforceable if any particular wording were to be deleted, then such provision shall apply with such deletions.
 - 21.1.3. for reasons of conflict with applicable or local laws, then the Awardee shall employ the provisions of this Agreement and the appended policies as far as it is legally possible to do so.

22. Audit

- 22.1. The Energy Saving Trust reserves the right to audit (and/or instruct a third party auditor to audit on its behalf) the Awardee against the requirements of the Agreement. The scope and timing of the audit will be agreed in advance with the Awardee by the Monitoring Officer and may include on-site verification. On completion of the audit, the auditor will discuss any findings resulting from the work with the Awardee and agree actions and timetable for rectification and sign-off.

22.2. The Energy Saving Trust's audit rights shall extend to the Funder and its representatives as may be necessary and survive for a period of seven (7) years following termination or expiry of this Agreement.

22.3. The Awardee shall retain all records associated with this Agreement for a period of not less than seven (7) years following termination or expiry of this Agreement.

If you wish to accept the offer of this Award on the whole terms and conditions as set out in these Conditions and annexed Schedules, you should sign and date both copies of the Award Acceptance below and return one copy of the offer of Award and Schedules by email, or mail to **30 North Colonnade, Canary Wharf, London, United Kingdom, E14 5GP**. You should retain the second copy of the offer of Award and Schedules for your own records.

Award Acceptance

For and on behalf of «insert awardee name» I accept the foregoing offer of Award by the Energy Saving Trust dated «insert date» on the whole terms and conditions as set out in the foregoing Conditions and annexed Schedules. I hereby warrant and represent that «insert awardee name» is solvent and that I am an authorised signatory of «insert awardee name».

Signature of Authorised Signatory	For and on behalf of «insert awardee name»
Print Name	
Position in Organisation of Person Signing	
Date	
Place of Signing	

Signature of Witness	
Print Name	
Witness Address	
Date	
Place of Signing	

Schedule 1

Part 1: The Project

Part 2: Payment of Award

1. The total Award of up to «insert grant amount» shall be payable by the Energy Saving Trust to the Awardee in arrears (unless otherwise agreed in writing between the Energy Saving Trust and the Awardee) on receipt of a completed Milestone Report and Award Claim Form set out in Schedule 3, together with the associated monitoring information set out in paragraph 4.1 of the Grant Agreement. The Energy Saving Trust shall not be bound to pay to the Awardee, and the Awardee shall have no claim against the Energy Saving Trust in respect of, any funds in excess of the total Award stated in this clause, for whatever reason.
2. The total Award shall be payable over the project period as specified in sections 5.6, 5.7, 5.8 and 5.9 of Schedule 1 Part 1 unless agreed in writing with Energy Saving Trust.
3. Any change to the profile or to the overall costs of the Project shall be notified to the Energy Saving Trust at the earliest opportunity.
4. Each claim shall be for actual, reasonable and proper eligible costs and expenses incurred by the Awardee in connection with the Project since the submission by it of the last claim.
5. Each claim should take into account the match funding to be supplied by the Awardee to meet eligible costs, as specified in sections 5.6, 5.7, 5.8 and 5.9 of Schedule 1 Part 1.
6. Each claim shall be submitted together with such explanatory or supplementary material as the Energy Saving Trust may from time to time require whether before or after submission of the claim.
7. On receipt of each claim (and any required documentation and information), the Energy Saving Trust shall determine the amount of expenditure which they consider the Awardee has reasonably and properly incurred in connection with the eligible costs of the Project having regard to that claim. The determination shall be based on the information provided by the Awardee in accordance with this Schedule. The Energy Saving Trust shall use their reasonable endeavours (but shall be under no obligation or duty) to pay the amount determined to the Awardee within 4 weeks of receiving a claim and any required documentation and information relevant to the claim.
8. In order to facilitate the accrual of expenditure of the Award for the financial year the Awardee shall, where appropriate, advise the Energy Saving Trust in writing by 1st April the amount of the Award actually expended up to and including 31 March.

Schedule 2

Project Monitoring and Evaluation (M&E) Plan

Schedule 3

Milestone Report and Award Claim Form

Schedule 4

Final Report and Statement of Compliance with the Conditions of the Award

Schedule 5

Publicity guidance

Appendix A

EST Anti-Bribery, Gifts, Benefits and Hospitality Policy

Appendix B

EST Code of Conduct

Appendix C

Equal Opportunities Policy

General

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at EST will be based on merit, qualifications, and abilities. EST does not discriminate in employment opportunities or practices on the basis of any characteristic protected by law. EST expects all employees, of whatever grade or authority, to abide by and adhere to this general principle. Discrimination is prohibited on the grounds of sex, colour, marital status, race, nationality, ethnic or national origin, religion, sexual orientation, or disability.

EST will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship.

Employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor or the Human Resources Manager. Employees can raise concerns and make reports without fear of reprisal.

EST commits itself to the immediate investigation of any claims of discrimination on the above grounds and, where such is found to be the case, a requirement that the practice cease forthwith and (if appropriate) that restitution is made for damage or loss.

Any employee found guilty of discrimination will be instructed to stop the offending behaviour immediately and will be dealt with under the disciplinary procedure. Unless assurances of future non-discriminatory actions are forthcoming, an employee repeating any act of discrimination may be dismissed.

This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Disability

EST recognises that it has clear obligations towards all its employees and the community at large to ensure that people with disabilities are afforded equal employment and development opportunities. EST is committed to making such reasonable adjustments as may be necessary to promote the employment of people with disabilities.

In addition to complying with legislative requirements affecting disabled people, EST will follow procedures designed to provide for fair consideration and selection of disabled applicants and to satisfy their training and career development needs.

When employees become disabled in the course of their employment, steps will be taken, through retraining or redeployment, if necessary, to enable employees to remain in employment with the company wherever possible.

The policy applies equally to registered and non-registered disabled employees. Responsibility for the implementation of this policy and for dealing with any complaints or disputes arising from its implementation, or the lack of it, rests with the Human Resources Manager.

Harassment

EST wishes and requires its employees to work in harmony with each other and with those to whom they report. It requires every employee to respect every other employee and to realise that behaviour that they may find acceptable may not be so regarded by others.

Actions, words, jokes or comments based on an individual's sex, race, ethnicity, age, religion, disability, or any other legally protected characteristic, will not be tolerated. As an example, sexual harassment (both overt and subtle) is a form of employee misconduct that is demeaning to another person, undermines the integrity of the employment relationship, and is strictly prohibited.

Any employee who wants to report an incident of sexual or other unlawful harassment should promptly report the matter to his or her supervisor. If the supervisor is unavailable, or the employee believes it would be inappropriate to contact that person, the employee should immediately contact the Human Resources Manager or any other member of the Executive. Employees can raise concerns and make reports without fear of reprisal.

Any supervisor or manager who becomes aware of possible sexual or other unlawful harassment should promptly advise the Human Resources Manager or any member of management who will handle the matter in a timely and confidential manner.

Managers and supervisors are also required to ensure those under their supervision act in a similar way in their relationships with each other. To this end, they should immediately correct, and apply sanctions against, any unacceptable behaviour.

Age discrimination

It is an integral part of EST's equal opportunities policy to recruit and retain employees whose skills, experience, approach and attitude are appropriate to the requirements of the various positions, regardless of age. Responsibility for implementing the policy, monitoring its effectiveness and dealing with any allegations of age discrimination rests with the Human Resources Manager.

Except in the most exceptional circumstances, no age requirements will be given in job advertisements or the specifications provided for a recruitment agency (or similar). Although details of age will be sought as part of the routine compilation of personal data, they will not be used to determine appropriateness for appointment or promotion to any position within the organisation.