

THIS VERSION IS FOR REFERENCE ONLY AND REQUIRES NO ACTION DURING THE APPLICATION STAGE OF THE NEOWIND PROGRAMME. WE RESERVE THE RIGHT TO CHANGE ANY OF THE CLAUSES BETWEEN THE APPLICATION PHASE AND AWARD OF A GRANT.

Appendix 1 – Grant Funding Agreement (GFA)

THIS AGREEMENT is made on **DATE**

BETWEEN

1. **Offshore Renewable Energy Catapult**, company number 04659351 whose registered office is at Offshore House, Albert Street, Blyth, NE24 1LZ ("**ORE Catapult**"); and
2. **[COMPANY NAME]**, company number **[NUMBER]** whose registered office is **[REGISTERED ADDRESS]** ("**Company**"),

each a "**Party**" and together as the "**Parties**."

RECITALS

- A. ORE Catapult has entered into an agreement ("**Master Funding Agreement**") with the North East Mayoral Strategic Authority (the "**Funder**") under which ORE Catapult is receiving funding from the Funder which ORE Catapult shall distribute as part of the Offshore Supply Chain Innovation Programme Phase 2 extension ("**the Programme**").
- B. The Company submitted an application to receive a portion of the funding, a copy of which is appended to this Agreement at Schedule 5 (the "**Application**") to be used in connection with the Project (hereinafter defined) and having considered the Company's Application, ORE Catapult has decided to provide, and the Company wishes to accept, the Funding (hereinafter defined) to the Company on the terms set out herein.
- C. In executing this Agreement, the Company shall be deemed to accept the Funding on the terms of this Agreement.

AGREED TERMS

1. DEFINITIONS

- 1.1. In this Agreement, the following words and expressions shall have the meanings set opposite them unless inconsistent with the context:
 - 1.1.1. **The Act** means the Subsidy Control Act 2022;
 - 1.1.2. **Affiliate** means any legal entity that:- (a) is controlled directly or indirectly by; or (b) controls directly; or (c) is under the common control of a Party;
 - 1.1.3. **Agreement** means this agreement and the attached Schedules;
 - 1.1.4. **Anticipated Project Completion Date** means **DATE** or such other date as the Parties agree in writing;
 - 1.1.5. **Capital Asset** means any item of equipment or other moveable asset costing in excess of £10,000 which on the date of its purchase by the Recipient has a useful life of more than three Financial Years, and is purchased wholly or partly out of the Funding provided under this Agreement;

- 1.1.6. **Claim Form** means the template form attached to this Agreement at Schedule 1, or any such replacement form as ORE Catapult stipulates must be used;
- 1.1.7. **Claim Documents** means together the Claim Form, the QMR, Progress Report and the Transaction List;
- 1.1.8. **Confidential Information** means all information received or obtained as a result of or in connection with this Agreement, the Funding or the Project, or supplied by or on behalf of a Party in the negotiations leading to the Funding and which: (i) is commercially sensitive information relating to either Party; or (ii) is commercially sensitive information relating to any aspect of the Project or the activities of either Party; and any other information clearly designated as being confidential or which ought reasonably be considered to be confidential;
- 1.1.9. **Data Capture Forms** means the forms to be provided with the Quarter 4 Quarterly Monitoring Return to capture detailed information on an annual basis in a format prescribed by ORE Catapult;
- 1.1.10. **Data Protection Legislation** all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party;
- 1.1.11. **Domestic Law** means the law of the United Kingdom or a part of the United Kingdom
- 1.1.12. **Eligible Expenditure** means expenditure, which is Eligible for to claim the Funding against, as set out in Schedule 4;
- 1.1.13. **Eligible Expenditure Commencement Date** means the date from which expenditure can be claimed. For this project the Eligible Expenditure Commencement Date is **1st November 2026**;
- 1.1.14. **Event of Default** means any of the events described in Clause 13.2 and 13.3;
- 1.1.15. **Financial Completion** means **DATE** which all approved funding has been defrayed on Eligible Expenditure by the Recipient;
- 1.1.16. **Financial Year** means the financial year commencing 1 April and ending on 31 March;
- 1.1.17. **Funding** means the sum of **NUMERICAL VALUE (WRITTEN VALUE)**, to be received by the Company from ORE Catapult;
- 1.1.18. **Intellectual Property Rights / IPRs** means all intellectual and industrial property, rights including patents, utility models, trade and service marks, trade names, domain names, right in designs, copyrights, software, rights to instruction manuals, moral rights, topography rights, rights in databases, rights to prevent passing off, trade secrets, know-how, and any other rights in any invention discovery or process and in all cases whether or not registered

or registerable and including registrations and applications for registration of any of these and rights to apply for the same, rights to receive equitable remuneration in respect of any of these and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world;

- 1.1.19. **Match Funding** means a contribution by the Company of **NUMERICAL VALUE (WRITTEN VALUE), (INTERVENTION RATE %)** of the Project costs, which must be at a minimum a financial match for the funding received, as set out in the Claim Documentation;
- 1.1.20. **Milestones** means the key milestone dates set out in the QMR;
- 1.1.21. **Personnel** means all employees, agents, consultants and contractors of a party and/or of any sub-contractors;
- 1.1.22. **Project** means “[PROJECT NAME AS PER APPLICATION]”;
- 1.1.23. **Project Completion Date** means **DATE**, on which the completion of the Project takes place;
- 1.1.24. **Project Specific Conditions** means any condition(s), set out in Schedule 6
- 1.1.25. **Quarterly Monitoring Period** Means the period commencing from the Eligible Expenditure Commencement Date to the Financial Completion Date, unless agreed otherwise in writing by ORE Catapult, subject always to the absolute discretion of ORE Catapult;
- 1.1.26. **Quarterly Monitoring Report (QMR)** means the template attached to this Agreement at Schedule 2, or any such replacement form as ORE Catapult stipulates must be used;
- 1.1.27. **Reference Rate** means the base rate as set by the Bank of England from time to time;
- 1.1.28. **RD&I Scheme** means the Research, Development and Innovation Streamlined Subsidy Scheme Presented to Parliament by the Secretary of State for Business, Energy and Industrial Strategy pursuant to section 10 (5) of the Act;
- 1.1.29. **Subsidy Control Rules** means the requirements set out in the Act, together with: (a) any guidance or directions issued by the UK Government or the Competition and Markets Authority in relation to compliance with the Act; (b) the rules of any applicable subsidy scheme, including the RD&I Scheme, where the Funding is provided under such a scheme; and (c) any other applicable rules or agreements to which the United Kingdom is subject in relation to subsidy control matters;
- 1.1.30. **Term** means **DURATION**;
- 1.1.31. **Transaction List** means the template attached to this Agreement at Schedule 3, or any such replacement form as ORE Catapult stipulates must be used;
- 1.1.32. **Working Day** means Monday to Friday excluding bank or public holidays in England;
- 1.1.33. **Writing** or **Written** shall include any modes of reproducing words in a legible and non-transitory form.

2. **INTERPRETATION**

- 2.1. In this Agreement, except where the context otherwise requires:
 - 2.1.1. the singular includes the plural and vice versa;
 - 2.1.2. a reference in this Agreement to any clause, paragraph, Schedule or Annex is except where it is expressly stated to the contrary, a reference to such clause, paragraph, Schedule or Annex of this Agreement;
 - 2.1.3. any reference to this Agreement or to any other document shall include any permitted variation, amendment or supplement to such document;
 - 2.1.4. headings are for convenience of reference only;
 - 2.1.5. references to any statute or statutory provisions shall, unless the context otherwise requires, be construed as including references to any subsequent statute directly or indirectly amending, consolidating, extending, replacing or re-enacting the same, and will include any orders, regulations, instruments, or other subordinate legislation made under the relevant statute or statutory provisions.

3. **COMMENCEMENT AND DURATION OF AGREEMENT**

- 3.1. This Agreement shall commence on the date of its execution and shall continue in effect for the Term unless terminated in accordance with Clause 14. When date of execution differs between signatories, the last date of execution shall apply.

4. **COMPANY'S OBLIGATIONS**

- 4.1. The Company shall:
 - 4.1.1. not make any material amendment, variation or deviate from the information contained in its Application without the prior written agreement of ORE Catapult;
 - 4.1.2. only claim against Eligible Expenditure;
 - 4.1.3. ensure that it complies with Subsidy Control Rules including taking its own independent legal advice where required;
 - 4.1.4. not use the Funding for any purpose other than as permitted by this Agreement;
 - 4.1.5. comply with its obligation to provide the Match Funding;
- 4.2. meet any milestones or KPIs agreed between ORE Catapult and the Company as set out in the QMR.

- 5. **It is a requirement of the Funder that all organisations in receipt of funding shall achieve the foundation level of Shine accreditation, within 6 months of the acceptance of these terms. (details of which are available on the NE MSA website here: <https://shine.northeast-ca.gov.uk/>. The Company shall use reasonable endeavours to**

encourage delivery partners and members of their supply chain to achieve the same level of accreditation.**COMPANY'S WARRANTIES**

- 5.1. The Company warrants to ORE Catapult that:
 - 5.1.1. it is not (or at risk of becoming), an 'ailing' or 'insolvent' enterprise, within the meaning of the Act;
 - 5.1.2. it shall secure all necessary internal and statutory consents and authorisations required for completion of the Project;
 - 5.1.3. any and all information, documents and accounts provided to ORE Catapult in relation to the Project shall be accurate in all material respects at the time provided;
 - 5.1.4. it is not aware after due enquiry of anything which materially threatens the success or successful completion of the Project; and
 - 5.1.5. that the activities of the Project are at all times consistent with the Subsidy Control Rules, including any applicable subsidy scheme, where Funding is provided under the rules of such a scheme.

6. ORE CATAPULT OBLIGATIONS

- 6.1. The provision of funding from ORE Catapult to the Company is subject to ORE Catapult receiving funding from the Funder; ORE Catapult shall have no obligation to supply the Company with funding until it receives the applicable funding for that particular claim from the Funder. ORE Catapult shall use reasonable endeavours to promptly notify the Company where problems with the funding arise. In this circumstance the Parties agree to work collaboratively and in good faith.
- 6.2. Providing that the Company complies with the requirements of this Agreement, and subject always to the other provisions of this Agreement (including clause 6.1 and 10.2), ORE Catapult shall endeavour to pay the Funding to the Company in full subject to being in receipt of properly completed and audited Claim Documents, and ORE Catapult being in receipt of the funding from the Funder.
- 6.3. Where a claim is not properly submitted, ORE Catapult or the Funder may seek further information to support the claim. Payment of the entire claim may be withheld until such information is provided to ORE Catapult's satisfaction (acting reasonably).
- 6.4. ORE Catapult understands that the payment of the Funding under this Agreement is outside the scope of Value Added Tax but if Value Added Tax is chargeable, all payments of Funding shall be deemed to be inclusive of all Value Added Tax and ORE Catapult shall not be obliged to pay any Value Added Tax over and above the amount of the Funding.
- 6.5. ORE Catapult's maximum liability to the Company under this Agreement in any Financial Year shall not exceed the amount of Funding allocated to the Company for that Financial Year.

7. ACCURACY OF INFORMATION

- 7.1. All of the information provided by the Company is true, complete and accurate in all material respects at the time provided. Inaccuracy of this information is an Event of Default.
- 7.2. During the Term the Company shall provide all information as is required by ORE Catapult and in particular, shall inform ORE Catapult immediately if there is a material change in any of the information it has provided. Failure to do so will constitute an Event of Default.
- 7.3. ORE Catapult may require the Company to amend the Project to reflect non-material changes which will improve delivery of the Project and/or the overall Programme. In such circumstances, the parties shall discuss in good faith the reasonable steps required to be taken by the Company to accommodate such changes.
- 7.4. The Company must seek the approval of ORE Catapult in writing through the formal project change request 'PCR' process where it wishes to make changes to the Project. Any change could result in re-assessment of the Project.

8. SUBSIDY CONTROL

- 8.1. Provision of the Funding to the Company is made on the basis of the Project's compliance with the Subsidy Control Rules and in line with the information provided within the Company's Application. The Company shall comply with all applicable regulations and guidance in relation to Subsidy Control Rules in place from time to time, including but not limited to those relating to monitoring, subsidy intensities and maximum subsidy thresholds.
- 8.2. No payments shall be made to the Company if it becomes subject to a recovery order following a decision from any competent body declaring any of the Funding to be incompatible with Subsidy Control Rules.
- 8.3. The Company shall maintain detailed information and supporting documentation necessary to demonstrate that all Subsidy Control Rules requirements are fulfilled. Such records shall be maintained for 10 (ten) years following the provision of the Funding and shall be made available to any competent body, including via the Funder, within a period of 5 Working Days if requested.
- 8.4. ORE Catapult may monitor the Company's compliance with the requirements of this clause 8 and any failure to comply with such requirements shall be deemed an Event of Default.
- 8.5. No Funding will be released to the Company where this clause 8 is not complied with.
- 8.6. ORE Catapult may vary or withhold any or all of the Funding and/or require repayment of the Funding already paid, together with interest from the date of payment of the Funding where: (a) ORE Catapult is required to do so as a result of a decision by any competent body or as a result of any obligation arising under law or any other applicable law or binding decision; or (b) ORE Catapult becomes aware that the Company is not complying with Subsidy Control Rules in relation to any Project activities or the use of any Funding. The interest rate payable will be at least 100 basis points above the Reference Rate in force on the date of payment, or (if applicable) the rate specified in any competent recovery order issued under section 74 of the Act.

8.7. The Company shall comply with all applicable Subsidy Law and shall assist ORE Catapult to comply with the Subsidy Control Rules and respond to any investigation(s) of any court or body of competent jurisdiction into the Funding or the Project.

9. **FUNDING AND CLAIM ELIGIBILITY**

9.1. The Funding is offered towards Eligible Expenditure only. It is available for the duration of the Project subject always to this Agreement.

9.2. The Funding is made on an arrears basis and will not be made until:

9.2.1. Fully completed Claim Documents have been submitted and approved by ORE Catapult, including any supporting information (which may include transactions lists, invoice sampling and documentary evidence) and approved by ORE Catapult and the Funder; and

9.2.2. any Project Specific Conditions have been complied with to the satisfaction of ORE Catapult and the Funder.

9.3. No more than 1 claim per quarter can be submitted.

9.4. A final claim for accrued Eligible Expenditure in any current Financial Year may be made. The Company will be given no less than two (2) weeks' notice of the date by which this claim should be submitted.

9.5. In the event that actual total Eligible Expenditure exceeds the approved total Eligible Expenditure the Company is wholly responsible for funding this additional expenditure.

9.6. Where relevant, the Company must satisfy any Project Specific Conditions by the specified deadline (or as amended by written agreement between the Company and ORE Catapult) before the Claim Documents for Funding can be paid by ORE Catapult.

9.7. Where, in either ORE Catapult or the Funder's reasonable opinion, it considers claims to be excessive or inconsistent with the Eligible Expenditure or the Application, such claim may be rejected. ORE Catapult shall only pay so much of any claim as it considers to have been reasonably incurred, fully evidenced and attributable to the Project.

9.8. ORE Catapult may retain the total Funding payment in any quarter where an audit report is required by the Funder in respect of a claim for funding and such retention shall only then be payable upon receipt by the Funder of such audit report, in a format acceptable to ORE Catapult and the Funder, and approval by ORE Catapult and the Funder of the same, and once ORE Catapult are in receipt of funds from the Funder.

9.9. The Company shall comply with any Project Specific Conditions including but not limited to any maximum percentage of total Eligible Expenditure to be applied to the Funding.

10. **CLAIM PROCESS**

10.1. The Company's first claim for the Funding shall be submitted by the 7th of the relevant month as set out in clause 11.2, and at quarterly intervals thereafter, unless ORE Catapult agrees or advises otherwise in writing as a result of either a request from the Funder, or to

allow ORE Catapult to comply with its obligations under the Master Funding Agreement. The claim shall be submitted using the Claim Documents, which shall be fully completed together with any supporting information as required by ORE Catapult or the Funder.

10.2. Upon submission of the Claim Documents to ORE Catapult, ORE Catapult shall communicate them to the Funder. The Funder may, at its sole discretion, audit the Claim Documents and request additional information from ORE Catapult regarding the Company's claim. In such cases, ORE Catapult shall request the required information from the Company, and the Company shall provide it within forty-eight (48) hours of the request. The Company acknowledges that any such request from the Funder may delay payment from the Funder to ORE Catapult, and ORE Catapult therefore reserves its rights under clause 6.1 accordingly. If the Company fails to respond to a request under this clause within the specified time period, ORE Catapult reserves the right to reject its claim.

11. PROVISION OF INFORMATION AND DOCUMENTATION

11.1. The Company shall during the Term:

11.1.1. advise ORE Catapult in writing of any material changes to the Project at the earliest possible opportunity;

11.1.2. promptly comply with any reasonable requests from ORE Catapult for information concerning the Project in whatever reasonable form;

11.1.3. maintain full and accurate accounts for the Project on an open book basis and make the same available to ORE Catapult for inspection at any time on reasonable request. Different sources and amounts of funding shall be identified and input and output VAT shall be included as separate items. Such accounts shall be retained for at least 10 years from the date of the award;

11.1.4. maintain records, including but not limited to invoices and purchase orders required for Subsidy Control Rules purposes.

11.1.5. Complete the change control process for any formal project change according to the table below. This process requires completion of a Change Control Document and an update to the finance form submitted with the grant funding application. (Schedule 7)

Formal Project Change Request	
a)	<i>Decreases in total project cost (Exceeding £5,000)</i>
b)	<i>Scope increases, decreases or changes</i>
c)	<i>Movement of costs between cost categories (£5,000 or more)</i>
d)	<i>Change in project duration</i>
e)	<i>Changes to project specific conditions</i>
f)	<i>Decreases in outputs and outcomes</i>
g)	<i>Increases in value of funding requested</i>

- 11.2. The Company will submit the Claim Documents to ORE Catapult no later than 7th of the month following quarter end throughout the Quarterly Monitoring Period.
- 11.3. In the event that the Claims Documents are not provided to ORE Catapult in accordance with the deadlines set out in 11.2 and 11.3, ORE Catapult reserves the right to review systems used by the Company for collecting monitoring information and preparing the relevant document, and can make recommendations for improvement which must be adopted. ORE Catapult will use reasonable endeavours to develop mandatory changes in partnership with the Company to ensure such changes to be workable.
- 11.4. The Company shall participate in Programme led process and impact evaluations, to provide qualitative information in the form of surveys and interviews until 31 March 2032.
- 11.5. The Company shall keep an asset inventory of all Capital Assets acquired, built, or improved wholly or partly using the Funding, whether owned by the Company or third parties to include details required by either ORE Catapult or the Funder.
- 11.6. All assets purchased or developed for the Project with Funding should be retained and used for the purpose for which Funding was provided for a minimum of 10 years from the date of Financial Completion of the Project ('the Clawback Period'). Permission for any change in use within the Clawback Period must be sought from and approved in writing first by ORE Catapult.
- 11.7. Assets purchased or developed with Funding must be notified to ORE Catapult on the Quarterly Monitoring Report. The disposal of any asset funded either wholly or partly by the Funding is not permitted unless ORE Catapult has provided its prior written consent to such disposal.
- 11.8. The Company shall permit ORE Catapult, or its agents or the Funder, the National Audit Office or Central Government to examine the accounts relating to the Project at any reasonable time and shall provide oral or written explanations of the accounts if required.

12. **AUDIT AND INSPECTIONS**

- 12.1. The Company shall during the Term allow access to Project and/or Funding information at its business premises to ORE Catapult's internal auditors or its other duly authorised staff or agents:
 - 12.1.1. immediately (without prior notice) and at all reasonable times in the event that ORE Catapult indicates that it wishes to investigate any allegation of fraud, theft, maladministration or other misuse of Funding; and
 - 12.1.2. on no less than 2 (two) Working Days for the purposes of a routine and scheduled audit or investigation work examining the probity, economy, and effectiveness with which the Company has used the Funding.
- 12.2. ORE Catapult shall during the Term be entitled to interview Company Personnel to obtain oral and/or written explanations of documents related to the Project.

13. ORE Catapult shall be entitled , upon reasonable notice, to access all documentation it deems necessary in relation to the Project for the purpose of verifying the Recipient's compliance with this Agreement. This includes, without limitation, access to financial records, payroll information (including personal information), timesheets, and any other documentation evidencing the allocation of staff costs, salaries, and employment-related expenditure charged to the Project. The Recipient shall permit ORE Catapult to review and take copies of such documents and to interview employees of the Company in order to obtain oral and or written explanations of documents related to the project, the Company must supply access to such employees at reasonable times as required.

14. **CLAWBACK WITHHOLDING AND REPAYMENT OF FUNDING**

14.1. ORE Catapult shall be under no obligation to pay the Funding unless the Company complies with this Agreement.

14.2. ORE Catapult may at its absolute discretion reduce, suspend or withhold the Funding, require all or part of the Funding to be repaid or require Capital Assets to be transferred to ORE Catapult or the Funder (where the purchase of such Capital Assets was wholly funded by the Funding) if:

14.2.1. ORE Catapult or the Funder reasonably considers the performance of the Project to be unsatisfactory, or

14.2.2. Company fails to comply with any terms of this Agreement; or

14.2.3. there is a significant or material amendment in the nature, scale, costs, ownership or timing of the Project which ORE Catapult has not approved in writing, or

14.2.4. any attempt is made to transfer or assign any rights, interests or obligations created under this Agreement or substitute any person in respect of any such rights, interests or obligations, without the agreement in advance of ORE Catapult; or

14.2.5. any information provided in the Application or in a claim for payment or in supporting correspondence is found to be incorrect, misleading or incomplete; or

14.2.6. the Project is not completed by the Anticipated Project Completion Date, but before any such reduction or suspension of payments is made, ORE Catapult will seek an explanation for any delay and will act reasonably in the circumstances; or

14.2.7. there is unsatisfactory progress towards meeting Milestones; or

14.2.8. insufficient measures are being taken to investigate and resolve any reported material irregularity;

14.2.9. the Company fails to provide Match Funding as committed to in the Claim Documents or, where Match Funding is being provided in kind, fails to provide evidence of the provision of that Match Funding to the satisfaction of ORE Catapult or the Funder (acting reasonably); or

14.2.10. where a breach of Subsidy Law has occurred; or

- 14.2.11. an Event of Default occurs and any corrective action requested by ORE Catapult is not taken within the timescale agreed with the Company; or
- 14.2.12. any other circumstance or event occurs which in the opinion of ORE Catapult or the Funder (acting reasonably) is likely to affect the Company's ability to successfully deliver the Project.
- 14.3. In addition to any clauses which specify that an action, inaction or event is an Event of Default, the following are also Events of Default:
 - 14.3.1. The Company or any person employed by it or on its behalf has offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for, doing, or for refraining from doing, anything in relation to either the obtaining of, or the execution of this Agreement or any other contract with ORE Catapult; or showing, or refraining from showing, favour or disfavour to any person in relation to this Agreement or any other contract with ORE Catapult;
 - 14.3.2. The Company or any person employed by it or on its behalf has committed any offence under the Bribery Act 2010;
 - 14.3.3. A charge is taken on a Capital Asset without the prior agreement of ORE Catapult; or
 - 14.3.4. Repayment of all or part of the Funding is required under Subsidy Control Rules.
- 14.4. ORE Catapult may withhold, pause or suspend payment of the Funding, where requested to do so by the Funder, as a result of concerns (whether immediate or anticipated) related to Subsidy Control Rules or subsidy control matters.
- 14.5. If ORE Catapult determines that an Event of Default has or may have occurred, ORE Catapult shall give written notice to the Company specifying the relevant Event of Default and give the Company an opportunity to rectify the relevant Event of Default within such period as is agreed with the Company before exercising its rights under clause 13.2.
- 14.6. In the event that a purchased or developed Capital Asset is sold within the Clawback Period the Company shall, at the sole discretion of ORE Catapult, be subject to claw back of Funding paid to the Company on the following basis:

Period after Financial Completion when asset sold Claw back of grant paid to purchase or develop the asset:

Period after financial completion when Capital Asset sold	Claw back of proportion of Funding paid to purchase or develop the Capital Asset
0 – 2 years	100%
3 – 5 years	75%
6 – 10 years	50 %

Any Capital Asset with a useful economic life of less than 10 years will not be subject to claw back of the Funding paid to purchase or develop the Capital Asset.

15. CONSEQUENCES IF FUNDING BECOMES REPAYABLE

- 15.1. If the Funding becomes repayable in whole or in part the following procedure applies:
 - 15.1.1. ORE Catapult will give written notice to the Company of the amount of Funding to be repaid. The amount of Funding shall be repaid to ORE Catapult within ten (10) Working Days of receipt of the written notice or as soon as the Company becomes aware that Funding is to be repaid; and
 - 15.1.2. Interest will be charged, at the absolute discretion of ORE Catapult on the sum to be repaid at the rate set by the Funder or any other court or competent body which has made the decision, from the earlier of the date of demand and the date upon which the sums were incorrectly paid to the date of actual repayment, or otherwise in accordance with Clause 8.6.
- 15.2. Where Funding becomes repayable in whole, this Agreement will terminate on receipt by ORE Catapult of the Funding plus any interest which has accrued pursuant to Clause 14.1.2.

16. PUBLICITY AND REPUTATION

- 16.1. The Company and ORE Catapult will jointly agree any press releases or blogs related to the Project and the Funding made by the Company prior to publication. The Company shall not publish or display any item bearing the logo or name of ORE Catapult or the Funder before the Parties have jointly agreed such publication. The Company acknowledges that ORE Catapult shall have full discretion to make publications or press releases regarding the project and the Company's involvement with the programme. ORE Catapult shall ensure that no confidential information of the Company is disclosed or included in said publications.
- 16.2. Projects should positively publicise the support provided by ORE Catapult. ORE Catapult has the right to publicise the Project and to require that the Company acknowledges funding provided by ORE Catapult in support of the Project in any publicity or documents/report that it produces.
- 16.3. The Company shall not, and shall use all reasonable endeavours to procure that its sub-contractors shall not, knowingly do or omit to do, anything which may bring the standing of ORE Catapult or the Funder into disrepute or attract adverse publicity.

17. VALUE FOR MONEY AND PROCUREMENT

- 17.1. The Company shall have regard to the need for economy and value for money in all expenditure in relation to the Project. The Company agrees to undertake a competitive, fair, transparent and non-discriminatory procurement process in order to select any works or service contractor where applicable. The Company's decision-making progress shall be documented taking account of procurement best practice and of public sector accountability and integrity.
- 17.2. The Recipient shall adopt policies and procedures as are required in order to ensure that value for money has been obtained in the procurement of goods or services funded by the

Funding. This should include the Recipient adopting the following minimum procedures, noting that thresholds are **INCLUSIVE** of VAT:

Value of contract (INC VAT) £0 - £25,000	Minimum procedure 1 Quote / Direct award
£25,001 - £100,000	3 written quotes or prices sought from relevant suppliers of goods, works and / or services
Over £100,000	Formal tender process

18. **FREEDOM OF INFORMATION**

- 18.1. The Parties acknowledge that the Funder is subject to FOIA and EIR (“the Acts”) and as such, the Funder may be required to disclose information forming part of this Agreement to anyone who makes a reasonable request.
- 18.2. The Company shall assist and cooperate with ORE Catapult and the Funder (at the Company’s expense) to enable the Funder to comply with the disclosure requirements under the Acts and in so doing will comply with any timescale notified to it.
- 18.3. If the Company considers that any of the information provided by the Company under the Agreement or as part of the procurement process is commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party) then it shall notify ORE Catapult and/or the Funder as applicable and provide valid reasons in support of the information being exempt from disclosure under the Acts.
- 18.4. The Funder will have regard to any such notification and reasons given by the Company before it releases any information to a third party under the Acts. However the Company acknowledges and agrees that the Funder shall be entitled to determine in its absolute discretion whether any information is exempt from the Acts or is to be disclosed in response to a request of information in accordance with the Acts. ORE Catapult will to the extent permitted by law use reasonable endeavours to give the Company notice before any such disclosure is made.
- 18.5. ORE Catapult shall not be liable for any losses howsoever suffered or incurred by the Company as a result of this clause 17.

19. **DATA PROTECTION**

- 19.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 18 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 19.2. The parties acknowledge that for the purposes of the Data Protection Legislation, the Company is the Controller and ORE Catapult is the Processor. The Company’s personal Data will be processed by ORE Catapult in order to comply with their obligations under this contract and with the Master Funding Agreement. Both Parties acknowledge ORE Catapults Legitimate Interest in processing the Personal Data. The Personal Data will only be held for as long as needed to comply with the Master Funding Agreement.

- 19.3. The Personal Data processed under this agreement will be restricted to the information required to process claims as referenced under clause 12.3.
- 19.4. Without prejudice to the generality of clause 19.1, ORE Catapult shall, in relation to any Personal Data processed in connection with the performance by ORE Catapult of its obligations under this agreement:
- 19.5. The Company consents to ORE Catapult appointing the Funder as a third-party processor of Personal Data under this agreement.

20. **FRAUD AND FRAUD POLICY**

- 20.1. The Company will ensure that it has, and will use all reasonable endeavours to ensure that its subcontractors involved in the Project have, adequate anti-fraud policies in place and has ensured fraud awareness with the Company's staff and that controls are in place to prevent and or detect fraud, including money laundering.

21. **EQUALITY ACT and EMPLOYMENT LAW**

- 21.1. The Company shall comply at all times with the Equality Act 2010 as amended from time to time and any successor legislation.
- 21.2. Details of the Company's recruitment and selection procedures in relation to Project specific hires shall be provided to ORE Catapult within five (5) working days if requested.
- 21.3. The Company shall comply with all employment legislation, take all necessary steps to secure the health, safety and welfare of all persons involved in the Project and must in all other circumstances comply with relevant statutory provisions.

22. **CONFIDENTIALITY**

- 22.1. Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Agreement, each Party shall:
 - 22.1.1. treat the other Party's Confidential Information as confidential and safeguard it accordingly; and
 - 22.1.2. not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.
- 22.2. This clause does not apply to the extent that:
 - 22.2.1. such disclosure is required by law;
 - 22.2.2. such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 22.2.3. such information was obtained from a third party without obligation of confidentiality;
 - 22.2.4. such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or

- 22.2.5. it is independently developed without access to the other Party's Confidential Information.
- 22.3. The Parties may only disclose the other Party's Confidential Information as permitted by law or under the terms of this Agreement to their Personnel or Affiliates, consultants or contractors and professional advisors who are directly involved in the Project and/or who need to know the information and for the purposes of the Programme or its administration, and shall ensure that such Personnel and Affiliates are aware of and shall comply with these obligations as to confidentiality.
- 22.4. ORE Catapult shall be permitted to disclose Confidential Information to their funding body, being Innovate UK, to any successor body to Innovate UK, the Funder and to any consultants to the extent as required by the Innovate UK in order for ORE Catapult to demonstrate its impact or for the administration of the programme.
- 22.5. The Parties shall not, and shall procure that their Personnel and Affiliates do not, use any of the other Party's Confidential Information received otherwise than under the terms of this Agreement.
- 22.6. Nothing in this Clause 24 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Project and/or the Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other Party's Confidential Information or an infringement of IPR.

23. **VARIATION**

ORE Catapult shall be entitled to vary this Agreement where it is required to do so, acting reasonably, in order to comply with the Master Funding Agreement and/or at the reasonable request of the Funder. Any amendment or variation of this Agreement shall be in writing and signed by each party.

24. **COUNTERPARTS**

- 24.1. This Agreement may be executed in any number of counterparts, each of which will be an original and all of which will together constitute a single agreement.
- 24.2. This Agreement has been duly executed and delivered on the date inserted at the top of page

ELIGIBLE EXPENDITURE

Salaries	<ul style="list-style-type: none"> • Company must complete the number of working days per year your employees work, remembering to subtract any bank holidays and paid leave. • Company must also complete the labour costs per employee involved in the project so that the internal actual daily cost for employing each individual can be calculated. This must result in the cost of employment and not a commercial day rate. • The Gross annual employee cost should include the employees' gross annual salary, employer's NI, Employer's tax and pension contributions but not include bonuses. • Payslip, HMRC evidence for national insurance, if includes pension evidence, f salary includes Bonus. evidence Timesheet, payslip, Bank statement showing payment of payroll and Gross to Net payroll report. Pending on funding guidelines, we may need to submit Contract of employments / Job Descriptions / Funding letters, for employees attributed to the project.
Travel & Expenses	<ul style="list-style-type: none"> • Company can include travel and subsistence costs. These can be provided as estimates of what items may cost. All costs included must be necessary for the project personnel to deliver the project. • <i>Invoice of the travel tickets (petrol cost will not be reimbursed) Copy of expense claim form (including 4W: Who,What,Where,Why), all receipts, bank statement for proof of defrayal1</i>
Accommodation costs	<ul style="list-style-type: none"> • <i>Invoice from the hotel, Statement including 4W (Who,What,Where,Why) and copy of bank statement showing defrayal1</i>
Materials & consumables	<ul style="list-style-type: none"> • Company must include the details, quantity and cost of any consumables or small pieces of equipment that must be purchased in order to undertake the project. Grant funding will cover costs net of VAT. • <i>Invoice and copy of bank statement showing defrayal¹</i>
Training	<ul style="list-style-type: none"> • <i>Invoice and copy of bank statement showing defrayal¹</i>
Marketing and promotion	<ul style="list-style-type: none"> • <i>Invoice and copy of bank statement showing defrayal¹</i>
Consultancy / Legal Fees	<ul style="list-style-type: none"> • <i>Invoice and copy of bank statement showing defrayal¹</i>
Subcontracting	<ul style="list-style-type: none"> • Company must include subcontractor costs (including delivery partners) or the total costs of any service providers or third party organisations that must be procured in order to undertake the project. Grant funding will cover costs net of VAT.
Others	<ul style="list-style-type: none"> • Company can include other costs which may not have been captured elsewhere in the form.

Notes

1. Defrayal: Date of payment from company bank account (purchased on e.g. credit card² payments eligible on date of bill payment from company bank account).³
2. If any claimed costs were purchased on credit card, then a copy of the credit card statement will be required in addition to the defrayal evidence from bank statement.
3. In case of multiple payments via BACS, a BACS payment statement will be required showing individual payments.
4. Note – This evidence will be required on request from funder within 5 working days.

THIS VERSION IS FOR REFERENCE ONLY AND REQUIRES NO ACTION DURING THE APPLICATION STAGE OF THE NEOWIND PROGRAMME. WE RESERVE THE RIGHT TO CHANGE ANY OF THE CLAUSES BETWEEN THE APPLICATION PHASE AND AWARD OF A GRANT.

EXECUTION PAGE

Signed for and on behalf of **OFFSHORE RENEWABLE ENERGY CATAPULT**

..... Director/authorised signatory (delete as appropriate)

..... Print name

..... Date

Signed for and on behalf of [**PARTICIPANT COMPANY**]

..... Director/authorised signatory (delete as appropriate)

..... Print name

..... Date

SAMPLE