

DATED

2018

**GRANT AGREEMENT**

between

**ELECTRICITY NORTH WEST LIMITED**

and

XX

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### SCHEDULE

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## **PARTIES**

- (1) **ELECTRICITY NORTH WEST LIMITED** a company registered in England and Wales with company number 2369949 and whose principal address is at 304 Bridgewater Place, Birchwood Park, Warrington, WA3 6XG (**Funder**).
- (2) **XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX(Recipient)**.

Each one a "Party" and together the "Parties"

## **BACKGROUND**

- (A) The Funder has invited applications for projects that support the aim of putting community and local energy at the heart of communities.
- (B) The Funder has agreed to make available to the Recipient the Grant to carry out the Project.
- (C) This Agreement sets out the terms and conditions on which the Grant is made by the Funder to the Recipient.

## **Now this deed witnesses as follows:**

### **1. DEFINITIONS**

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

**Approved Use:** means for the use of the Project which can be summarised as conforming to the project criteria in Schedule 1.

**Bribery Act:** the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

**Commencement Date:** means the date of this Agreement;

**Detailed Proposals:** means the information submitted by the Recipient and approved by the Funder;

**Grant Amount:** means the sum of £\_\_\_\_\_ which the Funder shall provide to the Recipient

**Grant Claim Form:** means the grant claim form as set out in Schedule 3

**Grant Period:** the period for which the Grant is awarded starting on the Commencement Date and ending on the 1<sup>st</sup> Anniversary of the Commencement Date or as otherwise specified in writing by the funder.

**Intellectual Property Rights:** all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.

**Know-How:** information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

**Prohibited Act:** means:

- (a) offering, giving or agreeing to give to any servant of the Funder any gift or consideration of any kind as an inducement or reward for:
  - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Funder; or
  - (ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Funder;
- (b) entering into this Agreement or any other contract with the Funder where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Funder;
- (c) committing any offence:
  - (i) under the Bribery Act;
  - (ii) under legislation creating offences in respect of fraudulent acts; or
  - (iii) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Funder; or
- (d) defrauding or attempting to defraud or conspiring to defraud the Funder.

**Project:** means the project as more particularly described in Schedule 1 and the Grant Application Form

## **2. INTERPRETATION**

In this Agreement unless the contrary intention appears:

- 2.1 references to the Parties shall include their respective successors acting under statutory powers;
- 2.2 references to any statute byelaw regulation rule standard delegated legislation or order include references to that statute byelaw regulation rule standard delegated legislation or order as amended or re-enacted or as other statutes modify its application from time to time

and any subordinate legislation byelaw regulation rule standard delegated legislation or order made or to be made thereunder;

- 2.3 references to clauses or schedules are references to clauses in or schedules to this Agreement and references to paragraphs are references to paragraphs in the schedule in which those references are made and references to this Agreement include the schedules to this Agreement;
- 2.4 references to the singular include the plural and vice versa;
- 2.5 references to persons include individuals companies firms partnerships joint ventures associations organisations or trusts (in each case whether or not having separate legal personality) and corporations sole and aggregate government agencies committees department authorities and other bodies incorporated or unincorporated;
- 2.6 references to the masculine gender include the feminine and the neuter genders and vice versa;
- 2.7 any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- 2.8 save where otherwise provided in this Agreement, any reference to this Agreement or to any other document shall include any permitted variation, amendment or supplement to such document.

### **3. COMMENCEMENT AND DURATION**

- 3.1 This Agreement shall take effect on the Commencement Date and shall continue in full force and effect for the duration of the Grant Period.

### **4. FUNDING**

- 4.1 Subject to the Recipient complying with the terms and conditions set out in this Agreement the Funder shall make available to the Recipient the Grant towards the costs of the Project.
- 4.2 The Funder shall pay the Grant to the Recipient in accordance with clause 6 of this Agreement.
- 4.3 It is acknowledged and agreed between the Parties that the Grant shall not exceed the Grant Amount and the Recipient shall be responsible for any costs incurred in relation to the Project over and above the Grant Amount.

## **5. CONDITIONS OF GRANT**

- 5.1 The Recipient shall use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of the Funder.
- 5.2 The Grant Recipient must agree to provide a final monitoring report on the outcome of the project in the form of the template in schedule 2.
- 5.3 The Grant Recipient may be required to take part in an interview to provide information for independent monitoring of the project.
- 5.4 The Recipient shall ensure at all times the Project is delivered in accordance with the Detailed Proposals and the Recipient shall ensure the Project is delivered by the Longstop Date. In the event the Recipient determines that it is unable to deliver the Project by the Longstop Date the Recipient shall notify the Funder and provide to the Funder in writing a full account of the relevant circumstances as to why the Project cannot be delivered by the Longstop Date.
- 5.5 The Funder shall acting reasonably determine whether or not to extend the Longstop Date.
- 5.6 The Recipient shall not make any Changes to the Project without the Funder's prior written consent (such consent not to be unreasonably withheld or delayed).

## **6. PAYMENT OF GRANT**

- 6.1 Payments will only be made to organisations with bank accounts and will be made either by BACS transfer or cheque.
- 6.2 Payments will be made in advance at the start of the project, within 21 working days of receipt of an invoice provided to the funder by the recipient.
- 6.6 Notwithstanding any other provision of this Agreement, the Funder shall only be liable to pay to the Recipient under this Agreement such sums that do not exceed the Grant Amount.

## **7. MANAGING THE GRANT**

- 7.1 Each Party must notify the other of:
  - (a) the nominated person who will act as the Party's authorised representative; and
  - (b) the contact details of the authorised representative and any deputies
- 7.2 The Recipient's authorised representative will ensure that appropriate arrangements are put in place for the management of the Grant and the reporting of expenditure to ensure compliance with clause 5.1.

## **8. MONITORING AND REPORTING**

### **8.1 The Recipient must:**

- (a) Maintain and operate effective monitoring and financial management systems;
- (b) Keep a record of all expenditure relating to the Project;
- (c) Retain all accounting records relating to the Project for a period of at least 5 years. Accounting records include: original invoices, receipts, minutes from meetings, accounts, deeds, and any other relevant documentation, whether in electronic or written form; and
- (d) allow the Funder to inspect and take copies of those documents and records referred to in this clause 8 at any reasonable time and upon reasonable notice should notice be given under clause 12.2.

### **8.2 The Recipient shall on request provide the Funder with such further information, explanations and documents as the Funder may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.**

### **8.3 The Recipient shall provide the Funder with a final report in accordance with Clause 5.2.**

## **9. INTELLECTUAL PROPERTY RIGHTS**

### **9.1 The Funder and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the Funder or the Recipient before the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.**

## **10. CONFIDENTIALITY**

### **10.1 Each party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.**

### **10.2 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:**

- (a) at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;

- (b) is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
- (c) is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

## **11. DATA PROTECTION**

Both Parties shall (and shall procure that any of its staff involved in connection with the activities under the Agreement shall) comply with any notification requirements under the General Data Protection Regulation (GDPR) and the Data Protection Act 2018 (DPA) and both Parties will duly observe all their obligations under the DPA, which arise in connection with the Agreement.

## **12. Breach of conditions and recovery of the grant**

- 12.1 Electricity North West reserve the right to recover the grant if the grant recipient;
  - a) fails to comply with these Terms and Conditions,
  - b) fails to use the grant for the approved use,
  - c) commits a prohibited act,
  - d) uses the Grant for any activity that might bring Electricity North West into disrepute or
  - e) undertakes any activity that might bring Electricity North West into disrepute.
- 12.2 If the Funder exercises its rights under clause 12.1 the Funder shall give written notice to the Recipient that it is doing so.
- 12.3 Where the Funder requires repayment of any amount of the Grant under clause 12.1 the Recipient shall repay the amount concerned within such timescales as determined by the Funder (acting reasonably)

## **13. LIMITATION OF LIABILITY**

- 13.1 Save in respect of the Funder's obligations to pay the Grant up to the Maximum Commitment and the recipient's obligation under clause 13, neither party shall have any liability to the other in respect of the Project or otherwise under this Agreement.

## **14. WARRANTIES**

Each Party warrants, undertakes and agrees that:

- (a) it has the power and authority to execute, perform and deliver its obligations under this Agreement;
- (b) it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);
- (c) it has not committed, nor shall it commit, any Prohibited Act;



- (d) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (e) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction; and
- (f) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;

## **15. DURATION**

- 15.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the anniversary of expiry of the Grant Period or the final report is presented, whichever is longer. This is also the Longstop date.
- 15.2 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

## **16. VAT**

- 19.1 The payment of the Grant by the Funder is believed to be outside the scope of VAT. In the event that VAT becomes chargeable all payments shall be deemed to be net of VAT recoverable by the Recipient from HM Revenue & Customs and gross of irrecoverable VAT.

## **17. ASSIGNMENT**

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

## **18. WAIVER**

No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

## **19. NOTICES**

All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing.

**20. NO PARTNERSHIP OR AGENCY**

This Agreement shall not create any partnership or joint venture between the Funder and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

**21. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

**22. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

This document has been executed as a **DEED** and is delivered and takes effect on the date stated at the beginning of it.

## Schedule 1 The Project

### Powering our Communities CRITERIA

### Powering our Communities CRITERIA

#### *Putting community and local energy at the heart of our communities*

Electricity North West is the distribution network operator for the North West region of England which means we maintain and operate the wires and assets that transports electricity to your homes and businesses. As part of this we have a role to play in supporting our customers and communities transition to a low carbon future and take advantage of the changing taking place in our electricity industry. In 2017 Electricity North West set out our new [Purpose and Principles](#). Our Purpose is 'Together we have the energy to transform our communities' and we are pleased to be able to invite applications for projects that support the aim of putting community and local energy at the heart of communities and in particular can demonstrate how they can contribute to the delivery of one of the following priorities:

- Engaging communities in energy issues, particularly energy efficiency
- Supporting vulnerable customers and / or reducing fuel poverty in our communities
- Investigating or delivering new ways of working fit for a smart, flexible low carbon grid

The levels of fuel poverty vary across our region we welcome fuel poverty initiatives for any area but particularly in those areas where fuel poverty is the highest.

Applications will be accepted for any type of organisation include community benefit societies, industrial provident societies, charities, schools or local authorities as long as they can demonstrate the community involvement or local benefit of their project.

In addition you need to be able to demonstrate you have a separate bank account under the name of your group with at least two unrelated signatories or you have a charitable partner organisation willing to bank any grant awarded for your group.

The funding can be used to support a wide range of activities including producing materials to promote initiatives, supporting staff time or technical expertise, buying equipment or researching a new approach / business model.

Successful projects will be awarded between £1,000 and £15,000 and will need a bank account to accept the funding. There is up to £75,000 available to support projects.

We will not fund:

- Projects that have already taken place or applications for retrospective funding
- Activities that would normally be funded from statutory sources
- Projects that are primarily for the advancement of religion or politics
- General appeals and contributions to large scale projects
- Applications from individuals or to support an individual
- Organisations raising funds to donate to other causes or charities
- General capital costs (they must be clearly linked to the delivery of specific activity applied for)

The majority of the project activity needs to be location in Electricity North West licence area which includes the following local authority areas:

Allerdale	Craven	Oldham	St. Helens
Barrow-in-Furness	Derbyshire Dales	Pendle	Staffordshire Moorlands
Blackburn with Darwen	Eden	Preston	Stockport
Blackpool	Fylde	Ribble Valley	Tameside
Bolton	High Peak	Richmondshire	Trafford
Burnley	Hyndburn	Rochdale	Warrington
Bury	Lancaster	Rossendale	West Lancashire
Carlisle	Manchester	Salford	Wigan
Cheshire East	North East	Sefton	Wyre
Chorley	North Yorkshire	South Lakeland	
Copeland	Northumberland	South Ribble	

### Deadline for applications

The deadline for submissions is midnight on Wednesday 19<sup>th</sup> December. Application forms and supporting information should be submitted to [communityandlocalenergy@enwl.co.uk](mailto:communityandlocalenergy@enwl.co.uk).

### Process

To apply please download the application form from our website [www.enwl.co.uk/communityandlocalenergy](http://www.enwl.co.uk/communityandlocalenergy)

The application form asks for information about the applicant and their organisations, how the project contributes the call criteria and details about your project.

Applications will judged by an independent assessment panel against the following criteria:

- How well does it deliver against the call priorities?
- How critical is the funding to the delivery of the project?
- How credible is the organisation to deliver?
- What impact will the project have?

Projects will be scored by each panel member, scores will then be combined and funding will awarded to the projects in order of the scores until all the funding is allocated. Members of the panel will include Electricity North West employees and representatives from external organisations with expertise in community and local energy.

Grants will be awarded by February 2019. It is expected projects will start soon after the grant is awarded and last for no more than about a year from the start date

If you have any questions about the process or the criteria please contact us at [communityandlocalenergy@enwl.co.uk](mailto:communityandlocalenergy@enwl.co.uk).

Successful applications will be required to agree to our Funding Agreement and agree to submit a monitoring and evaluation form at the end of the project.

In addition to the funding the successful projects will have the opportunity to develop a case study for use in Electricity North West's and the project's promotional material.

Electricity North West sees this as an opportunity to build ongoing relationships with organisations and explore further opportunities to provide support.

For more information contact [communityandlocalenergy@enwl.co.uk](mailto:communityandlocalenergy@enwl.co.uk)

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## Schedule 2 Final monitoring report

This report should be completed by all Powering our Community grant recipients at the **end** of their projects. The aim of this report is to capture the impact of the Powering our Communities fund to demonstrate the value of the funding to the recipient. It should be completed by the grant recipient and is an opportunity to promote the work of your project and organisations. Information from this report could be used to promote your project or organisation and the Powering our Communities fund, please clearly mark any confidential information.

### Section 1: Your project

Name of project			
1. Project start date		2. Project end date	
3. What area did your project cover <i>(town, village, parish, estate)?</i>			
4. Please provide a post code which represents the area where most of the people who benefited came from or that of your organisation <i>(first four letters)</i>			

5. How successful was your project and did you deliver what you set out to deliver? How does what you delivered differ from the description in your application form? Please be honest this information will be amalgamated with other project feedback to develop future calls and be a very useful learning tool.
6. How did your project contribute to putting community and local energy at the heart of our communities and our call priorities? <i>(300 words)</i> Call priorities: <ul style="list-style-type: none"> <li>Engaging communities in energy issues, particularly energy efficiency;</li> <li>Supporting vulnerable customers and/or reducing fuel poverty;</li> <li>Investigating or delivering new ways of working fit for a smart, flexible low carbon grid.</li> </ul>

7. What did you deliver – can you quantify your outputs or provide a description?

8. Who was involved? <i>(name of organisations and a description of their main role/responsibilities)</i>

## Section 2 – Project finance

9. What was the funding spent on		
Item/activity	Cost	
<b>TOTAL cost</b>		

10. Was any other external funding secured?		
	Amount secured	Source
External funding 1		
External funding 2		
<b>Total cost</b>		

11. Can you quantify any other support the project received eg amount of volunteer time and/or donations of equipment.

12. Volunteer time contribution. If you are able to can you estimate the amount of volunteer time is likely to be donated to the project?

-END-



## Schedule 3 Grant application Form

### Powering our Communities APPLICATION FORM

#### POWERING OUR COMMUNITIES APPLICATION FORM

##### 1. Section 1: Applicant details

1. Name of organisation	
Company registration number	
2. Address <i>(street, town/city, county, postcode)</i>	
3. Website <i>(if you don't have one leave this box blank),</i>	
4. Telephone	
5. General email	
6. Organisation start date	
7. What type of organisation are you? <i>For example, community benefit society, industrial provident society, registered charity, company limited by guarantee, unincorporated club or association, community interest company, charitable organisation, other.</i>	
8. Are you part of a larger organisation?	
9. Please describe the overall aims and objectives of your organisation and the activities or services your organisation provides. <i>(250 word limit)</i>	

10. If relevant please list any partner organisation involved in this application.

### Main contact person

11. Title, forename(s), surname	
12 Role in organisation	
13. Work/office phone	
14. Mobile	
15. Email <i>(ensure this is correct as we will use it to communicate our decision)</i>	

### Section 2: Your project

Name of project			
16. Project start date		17. Project end date	
18. What area does your project cover? <i>(town, village, parish, estate)</i>			
19. In which local authority will the project mainly be developed? <i>(see table in call criteria for list of local authorities in our licence area)</i>			
20. Please provide a post code which represents the area where most of the people who benefit will come from or that of your organisation <i>(first four letters)</i>			

21. How does your project contribute to putting community and local energy at the heart of our communities? Describe how it meets the call criteria and which of our priorities it delivers against. (300 words max)

Call priorities:

- Engaging communities in energy issues, particularly energy efficiency
- Supporting vulnerable customers and/or reducing fuel poverty
- Investigating or delivering new ways of working fit for a smart, flexible low carbon grid

22. Describe your project, what will it deliver, what different does the funding make? (300 words max)

23. Who's involved in delivering your project (name of organisations and a description of their main role/responsibilities)

24. What will your project deliver/what impacts will it have? (300 words max)

### Section 3: Project finance

25. What will the funding be spent on?

Item/activity	Estimate budget
<b>TOTAL cost</b>	

26. How much funding are you applying for and have you raised any other money for this project? <i>We will provide up to 100% project funding but projects which leverage other funding or finance are preferred.</i>		
Grant applied for		
Other funds raised		
Total cost		
27. Details of other funds raised, amount, source and if it's secured or unsecure		

28. Volunteer time contribution. If you are able to can you estimate the amount of volunteer time is likely to donated to the project?

#### Section 4: Banking details

Bank name	
Bank account name	
Bank account number	
Bank sort code	
Building society role number (if required)	
Names of signatories	

Supporting documents – the following information should be provided.

- List of names and addresses of management committee/board members/directors.
- Three quotes for any item of capital expenditure over £500 (these can be supplied as part of the monitoring report after the project is completed).

If you are successful you will be asked to sign a funding agreement and provided a signed copy of your most recent bank statement or a letter from your bank confirming your bank details.

Please tick the box to confirm that you give permission for Electricity North West to record the information in this form and to share it with the members of the judging panel for the purposes of assessing the applications.

☐ We give permission for Electricity North West to record and process the information in this form electronically and in paper form and to contact our organisation by phone, mail, or email with regard to this application.

For more information about out how Electricity North West stores and processes your information securely please see our [privacy policy](#) on our website.

-END-

EXECUTED as a DEED  
by Electricity North West Limited  
acting by and under the signatures of:  
[NAME OF DIRECTOR]

.....  
[SIGNATURE OF DIRECTOR]  
Director

[NAME OF DIRECTOR OR COMPANY .....  
SECRETARY]

[SIGNATURE OF DIRECTOR OR COMPANY  
SECRETARY]  
[Director **OR** Company Secretary]

EXECUTED as a DEED  
by .....  
acting by and under the signatures of:  
[NAME OF DIRECTOR]

Authorised Signatory