SCOTTISH GOVERNMENT
DIRECTORATE FOR ENERGY AND CLIMATE CHANGE
Heat Investment Unit, Public Sector Decarbonisation Team

E: GPSEDS@gov.scot

Glasgow Kelvin College
123 Flemington Street
Glasgow
G21 4TD

Our ref: GPSEDS 130
06/06/2023

Dear Sarah Shea

OFFER OF GRANT FOR "GLASGOW KELVIN COLLEGE – SPRINGBURN AND EASTERHOUSE CAMPUSES: ENERGY CONSERVATION MEASURES, RENEWABLES, AND LOW CARBON HEATING" FROM GREEN PUBLIC SECTOR ESTATE DECARBONISATION SCHEME – CENTRAL GOVERNMENT GRANT FUNDING PROGRAMME

The Scottish Ministers, in exercise of their powers under Section 153 of the Environmental Protection Act 1990, hereby offer to give to Glasgow Kelvin College ("the Grantee") , having its registered office at 123 Flemington Street, Glasgow, G21 4TD, a grant of up to £2,534,939.34.

The grant is payable over financial years 2023-24 and 2024-25, with £1,267,469.67 in 2023-24 and £1,267,469.67 in 2024-25 for the delivery of energy conservation measures, renewables, and low carbon heating at the Springburn and Easterhouse Campuses which is more particularly described in **Part 1** of **Schedule 1** ("the Project") and subject to the following terms and conditions:

1. Definitions and Interpretation

1.1 In these Conditions, the words and expressions set out in **Schedule 4** shall have the meanings ascribed to them in that Schedule.

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 This Agreement shall not be varied except by an instrument in writing signed by both parties.

2. Purposes of the Grant

2.1 The Grant is made to enable the Grantee to carry out the Project.

2.2 The Grant shall only be used for the purposes of the Project and for no other purpose whatsoever.

2.3 No part of the Grant 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.

2.4 The expected outcome of the Grant is the completion of energy conservation measures, renewables, and low carbon heating at the Springburn and Easterhouse Campuses which is more particularly described in **Part 1** of **Schedule 1.**

2.5 The targets against which progress in achieving expected outcomes are set out in Part 1 of Schedule 1. Please refer to Section 9 Default and Recovery etc. of Grant and note that the Scottish Ministers may re-assess, vary, make a deduction from, withhold, or require immediate repayment of the Grant or any part of it in the event that, in the Scottish Ministers' opinion, the progress on the Project is not satisfactory. For avoidance of doubt it is Scottish Ministers' intention that the Project will be monitored against both its project delivery programme and against the deadline.

2.6 **Eligible Costs** are as follows:

- financial costs incurred for the purchase of physical assets;
- costs of Project build, installation, construction and commissioning;
- costs of project management support of the capital project;
- Non reclaimable VAT for eligible capital costs;

2.7 The eligible costs exclude:

- Any Value Added Tax (VAT) reclaimable by the Grantee;
- Any non-essential subsistence costs – please note no meals allowance is provided under the conditions of this letter;

- Costs incurred prior to the agreed project start date of 09/06/2023;
- Costs for work undertaken after the contractual end of the project on 31/03/2025;
- Staff costs for existing staff members;
- Notional costs and in-kind contributions;
- Interest and service charges arising from hire purchase, leasing or credit arrangements;
- Advertising, marketing and entertaining;
- Profit earned by a subsidiary or related enterprise or person(s) in providing materials, sub-contracting, consultancy or trials/testing;
- Directors' dividends;
- Certification fees;
- Inflation and contingency allowances;
- Costs of printing operating, service and maintenance manuals;
- Costs of licensing in background intellectual property when the intellectual property is being licensed from a subsidiary or related enterprise or person(s);
- Training costs related to sales or distribution of the developed product, process or service;
- The purchase of land and buildings;
- Recruitment and relocation costs;
- Other expenses beyond those outlined in the eligible cost section above;
- Costs associated with purchase fees for necessary licenses or associated consultancy fees;
- Statutory activities including Grants In Aid (GIAs), consents and planning activities.

3. Payment of Grant

3.1 The Grant shall be paid by the Scottish Ministers to the Grantee in accordance with the terms of **SCHEDULE 1** attached.

3.2 The Grantee shall within one month of receiving the final instalment of the Grant submit to the Scottish Ministers a statement of compliance with the Conditions of the Grant using the form of words provided in **SCHEDULE 3.** The statement shall be signed by the Grantee's Director of Finance.

3.3 In the event that the amount of the Grant paid by the Scottish Ministers to the Grantee at any point in time is found to exceed the amount of the expenses reasonably and properly incurred by the Grantee in connection with the Project, the Grantee shall repay to the Scottish Ministers the amount of such excess within 14 days of receiving a written demand for it from or on behalf of the Scottish Ministers.

3.4 The Scottish Ministers shall not be bound to pay to the Grantee, and the Grantee shall have no claim against the Scottish Ministers in respect of, any instalment of the

Grant which has not been claimed by the Grantee by 31/03/2025 as set out in **SCHEDULE 1**, unless otherwise agreed in writing by the Scottish Ministers.

3.5 There shall be no employment relationship between the Scottish Government and any grant-funded staff.

4. Inspection and Information

4.1 The Grantee shall keep the Scottish Ministers fully informed of the progress of the Project by way of monthly catch-up meetings/telephone calls and written reports to be submitted to their allocated Scottish Government contact person by the last day of each calendar month.

4.2 Revisions to targets/milestones against which progress in achieving objectives/outcomes are monitored shall be subject to the written agreement of the Scottish Ministers.

4.3 The Grantee shall, on completion of the Project, submit a report to the Scottish Ministers summarising the outcomes and performance of the Project. Such a report shall include such statistical and other information relating to the impact of the Project as shall be required by the Scottish Ministers.

4.4 The Grantee shall also provide any other information that the Scottish Ministers may reasonably require to satisfy themselves that the Project is consistent with this Agreement. The Grantee shall provide the Scottish Ministers with prompt access to any information they reasonably require to ensure compliance with these Conditions.

4.5 The Grantee shall keep and maintain until 31/12/2030[1] after the expenditure occurs, adequate and proper records and books of account recording all receipts and expenditure of monies paid to it by the Scottish Ministers by way of the Grant. The Grantee shall afford the Scottish Ministers, their representatives, the Auditor General for Scotland, his/her representatives, and such other persons as the Scottish Ministers 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 Grantee 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 Grantee becoming aware of or suspecting any irregular or fraudulent activity that may have any impact on the Project or on the use of the Grant, or any part of it, the Grantee shall immediately notify the Scottish Ministers of such activity and provide such other information as the Scottish Ministers may reasonably require in relation to the impact on the Project and the use of the Grant.

[1] Further information about the requirement for this retention period is at Schedule 1 Part 2 Payment of Grant.

4.7 The Grantee shall immediately inform the Scottish Ministers of any change in its constitution for example, but not limited to, a change in status from one type of body corporate to another.

5. Confidentiality and Data Protection

5.1 The Grantee will respect the confidentiality of any commercially sensitive information that they have access to as a result of the Project.

5.2 Notwithstanding the above, the Grantee may disclose any information as required by law or judicial order. All information submitted to the Scottish Ministers may need to be disclosed and/or published by the Scottish Ministers. Without prejudice to the foregoing generality, the Scottish Ministers may disclose information in compliance with the Freedom of Information (Scotland) Act 2002, any other law, or, as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure. Further, the Scottish Ministers may also disclose all information submitted to them to the Scottish or United Kingdom Parliament or any other department, office or agency of Her Majesty's Government in Scotland, in right of the Scottish Administration or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Scottish Ministers shall if they see fit disclose such information but are unable to impose any restriction upon the information that it provides to Members of the Scottish Parliament, or Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of this agreement.

5.3 The Grantee shall ensure that all requirements of the Data Protection Laws are fulfilled in relation to the Project.

5.4 To comply with section 31(3) of the Public Services Reform (Scotland) Act 2010, the Scottish Ministers publish an annual statement of all payments over £25,000. In addition, in line with openness and transparency, the Scottish Government publishes a monthly report of all payments over £25,000. The Grantee should note that where a payment is made in excess of £25,000 there will be disclosure (in the form of the name of the payee, the date of the payment, the subject matter and the amount of grant) in the both the monthly report and the annual Public Services Reform (Scotland) Act 2010 statement.

6. Disposal of Assets

The Grantee shall not, without prior written consent of the Scottish Ministers, dispose of any asset funded, in part or in whole, with Grant funds within 5 years of the asset being acquired or developed. During that period the Scottish Ministers shall be entitled to the proceeds of the disposal – or the relevant proportion of the proceeds based on the percentage of grant funding used in connection with the acquisition or improvement of the asset against the whole proceeds. The Scottish Ministers shall also be entitled to the relevant proportion of any proceeds resulting

from any provision included as a condition of sale. Recovery by the Scottish Ministers shall not be required where the value of the asset is less than £1,000.

7. Publicity

The Grantee shall where reasonably practicable acknowledge in all publicity material relating to the Project the contribution of the Scottish Ministers and the Scottish Central Government Energy Efficiency Grant Scheme to its costs. The Scottish Ministers may require to approve the form of such acknowledgement prior to its first publication.

8. Intellectual Property Rights

8.1 All Intellectual Property Rights are hereby assigned to and shall vest in the Crown or its assignees.

8.2 The Grantee shall ensure that nothing contained in any materials produced or submitted to the Scottish Ministers by the Grantee 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 the Scottish Ministers against all actions, proceedings, claims and demands made by reason of any such infringement.

9. Default and Recovery etc. of Grant

9.1 The Scottish Ministers may re-assess, vary, make a deduction from, withhold, or require immediate repayment of the Grant or any part of it in the event that:

9.1.1 The Grantee commits a Default;

9.1.2 The Scottish Ministers consider that any change or departure from the purposes for which the Grant was awarded warrants an alteration in the amount of the Grant;

9.1.3 The Grantee fails to carry out the Project;

9.1.4 In the Scottish Ministers' opinion, the progress on the Project is not satisfactory; or

9.1.5 In the Scottish Ministers' opinion, the future of the Project is in jeopardy.

9.1.6 In the Scottish Ministers' opinion, the Grant is likely to bring the reputation of the Scottish Ministers into disrepute.

9.2 If, in the Scottish Ministers' opinion, the Grant or any part of it does not comply with relevant subsidy control obligations Scottish Ministers may require immediate repayment of the Grant

9.3 The Scottish Ministers may withhold the payment of the Grant if at any time within the duration of the Agreement:

9.3.1 The Grantee passes a resolution that it be wound up, or a court makes an order that the Grantee 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 Grantee is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

9.3.2 Where the Grantee is an individual, if a petition is presented for the Grantee's bankruptcy or the sequestration of his estate or a criminal bankruptcy order is made against the Grantee; or the Grantee 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

9.3.3 A receiver, manager, administrator or administrative receiver is appointed to the Grantee, or over all or any part of the Grantee's property , or circumstances arise which would entitle a court or a creditor to appoint such a receiver, manager, administrator or administrative receiver.

9.4 In the event that the Grantee becomes bound to pay any sum to the Scottish Ministers in terms of clause 10.1, the Grantee shall pay the Scottish Ministers the appropriate sum within 14 days of a written demand for it being given by or on behalf of the Scottish Ministers to the Grantee.

9.5 Notwithstanding the provisions of this clause 10, in the event that the Grantee is in breach of any of the Conditions, the Scottish Ministers may, provided that the breach is capable of a remedy, postpone the exercise of their rights to recover any sum from the Grantee in terms of clause 9 for such period as they see fit, and may give written notice to the Grantee requiring it to remedy the breach within such period as may be specified in the notice. In the event of the Grantee failing to remedy the breach within the period specified, the Grantee shall be bound to pay the sum to the Scottish Ministers in accordance with the foregoing provisions.

9.6 Any failure, omission or delay by the Scottish Ministers in exercising any right or remedy to which they are entitled by virtue of clauses 9.1 to 9.3 shall not be construed as a waiver of such right or remedy.

10. Assignation

The Grantee shall not be entitled to assign, sub-contract or otherwise transfer its rights or obligations under the Agreement without the prior written consent of the Scottish Ministers.

11. Termination

The Agreement may be terminated by the Scottish Ministers giving not less than 3 months' notice in writing from the date of the notice being sent.

12. Corrupt Gifts and Payments of Commission

The Grantee shall ensure that its employees shall not breach the terms of the Bribery Act 2010 in relation to this or any other grant. The Grantee shall ensure that adequate controls are in place to prevent bribery.

13. Continuation of Conditions

13.1 These Conditions, except for Condition 6, shall continue to apply for a period of 5 years after the end of the financial year in which the final instalment of the Grant was paid.

13.2 Condition 6 shall continue to apply until the end of the period referred to in that Condition.

14. Compliance with the Law

The Grantee shall ensure that in relation to the Project, they and anyone acting on their behalf shall comply with the relevant law, for the time being in force in Scotland.

15. Governing Law

This contract is governed by the Law of Scotland and the parties hereby prorogate to the exclusive jurisdiction of the Scottish Courts.
If you wish to accept the offer of this Grant on the whole terms and conditions as set out in the letter and annexed Schedules, you should sign and date both copies of the Grant Acceptance below and return one copy of the offer of Grant and Schedules to:

You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely,

SIGNATURE AND ADDRESS OF SENIOR GRANT AWARD MANAGER

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GRANT ACCEPTANCE

On behalf of Glasgow Kelvin College, I accept the foregoing offer of Grant by the Scottish Ministers dated 06/06/2023 on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that I hold the relevant signing authority.

Signed: _____

Print Name: _____

Position in Organisation of Person Signing: _____

Date: _____

Place of Signing: _____

Witness Signed: _____

Witness Print Name: _____

Address: _____

Date: _____

Place of Signing: _____

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SCHEDULE 1

PART 1: THE PROJECT

"GLASGOW KELVIN COLLEGE – SPRINGBURN AND EASTERHOUSE CAMPUSES: ENERGY CONSERVATION MEASURES, RENEWABLES, AND LOW CARBON HEATING"

For the avoidance of doubt, the parties agree that any breach by the Grantee of any of the conditions set out in Schedule 1 shall constitute a Default and any failure by the Grantee to perform any of the conditions set out in Schedule 1 shall constitute a Default.

The Grantee, for the purposes of the Green Public Sector Estate Decarbonisation Scheme – Central Government Grant Funding Programme, will deliver energy conservation measures, renewables, and low carbon heating at the Springburn and Easterhouse Campuses

Objective:

Springburn Campus

Installation of Solar PV (installed capacity of 264.04 kWp with an annual yield of 169,064 kWh) on the main building roof atriums and roof of the technical block, in addition to supply and installation of 6 Air Source Reversible Heat Pumps, feeding into 4 HT Water Source Heat Pumps, including the piping modifications and components required interface them with the existing infrastructure (removal of boilers and attach the new equipment into the same connections via a buffer vessel).

Easterhouse Campus

Installation of roof-mounted Solar PV (installed capacity 131.2 kWp with an annual yield of 96,299 kWh), like-for-like head replacement of the existing Wind Turbine that serves a Windboy 600A inverter, and installation of single 8.5W LED Fittings in the hallways to replace existing 26W CFL Fittings.

Milestones

The Grantee must provide clear and robust written evidence of the progress that the Project is making to ensure that all milestones are met in accordance with the Project delivery programme.

Grant payments will only be paid upon clear evidence of both meeting the required milestones

The Grantee's specific milestones for the purposes of the grant are:

Milestone	Date
Completion of Project Design Proposal Period (including detailed site surveys, installation design, conversations with district network operator, cost and programme, and approval).	13/09/2023

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Completion of procurement for Air Source Heat Pump units, skids, buffer vessels, and pipework; Solar PV mounting system and ballasts, panels, and inverters; Weather Station; and Substation, TX, and Switchgears.	30/09/2023
Completion of installation, including site mobilisation and set-up; electric, civil and mechanical works; and connection to local distribution network.	31/03/2023
Provisional acceptance and project completion, including testing and certification; commissioning; works acceptance; provisional acceptance; and setting out.	31/07/2024

Monitoring and Governance

The Scottish Government, Heat Investment Unit Public Sector Decarbonisation Team will appoint a key contact within the Scottish Government to provide support to the project through to completion by 31/03/2025. The contact for this Grant shall be Nikki McGlynn.

The Grantee shall keep the Scottish Ministers fully informed of the progress of the Project by way of monthly catch-up meetings/telephone calls and written reports to be submitted to their key contact by the last day of each calendar month.

The Grantee must ensure that the Scottish Ministers will, upon request, have access to all data captured as part of the demonstration Project.

Additional Conditions

The grantee must complete a case study on the project and submit this to the Scottish Government upon project completion.

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PART 2: PAYMENT OF GRANT

1. The total Grant of up to £2,534,939.34 will be payable by the Scottish Ministers to the Grantee on receipt of a completed claim for Grant in the form set out in **Schedule 2** together with the associated monitoring information set out in paragraph 4.1 of this letter. The Grant shall be paid by the Scottish Ministers to the Grantee in the following way:

Claim	Submission Date
Claim 1 - £1,267,469.67	31/12/2023
Claim 2 - £1,267,469.67	31/08/2024

- Variations to the grant payment schedule may be discussed where the Grantee can clearly demonstrate a need for such variation.

To ensure compliance with Scottish Government audit requirements, it is essential that:

- The amount claimed at each milestone is evidenced by submitting paid invoices and other relevant supporting paperwork to the key contact, including proof of onward payment (i.e. bank statements);
- The claim must also include a breakdown of the relevant costs; and
- The Grantee provides screen shots of all grant receipts.

2. The total Grant shall be payable over the financial years 2023-24 and 2024-25. The Scottish Ministers shall not be bound to pay any instalment of the Grant which has not been claimed by the Grantee by 31/03/2025, unless otherwise agreed in writing by the Scottish Ministers.

3. The Grantee shall provide a quarterly profile of expenditure of the Grant within two weeks following acceptance of the grant offer. Any change to the profile or to the overall costs of the Project shall be notified to the Scottish Ministers at the earliest opportunity via the claims for Grant and monitoring reports.

4. Each claim shall be for an amount equal to the actual reasonable and proper costs and expenses incurred by the Grantee in connection with the Project since the submission by it of the last claim for an instalment of the Grant.

5. Each claim shall be submitted together with such explanatory or supplementary material as the Scottish Ministers may from time to time require whether before or after submission of the claim.

6. On receipt of each claim (and any required documentation and information), the Scottish Ministers shall determine the amount of expenditure which they consider the Grantee has reasonable and properly incurred in connection with the Project having regard to that claim. The determination shall be based on the information provided by the Grantee in accordance with this Schedule. The Scottish Ministers shall use their best endeavours (but shall be under no

obligation or duty) to pay the amount determined to the Grantee within 2 weeks of receiving a claim and any required documentation and information relevant to the claim.

7. In order to facilitate the accrual of expenditure of the Grant for the financial year the Grantee shall, where appropriate, advise the Scottish Ministers in writing by 11 April the amount of the Grant actually expended up to and including 31 March in each financial year.

8. The Grantee shall comply with any external monitoring arrangements out in place to support the verification on grant claims.

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SCHEDULE 2

GRANT CLAIM FORM

Organisation: «Name and Address»

Bank details: «Name and address, sort code, account number»

Project: «Name/Description»

Total agreed grant for: «20XX-XX»: «Amount»

Latest forecast of expenditure of grant for: «20XX-XX»: «Amount»

Grant claimed to date: «Amount»

«Unexpended grant»: «Amount» ***(where grant is paid in advance)***

«Claim for grant» or «Estimate of grant required» **for the period from** Click here to enter a date. **to** Click here to enter a date. ***or to*** Click here to enter a date.**:** «Amount»
We hereby claim «total» grant of «£XX» in respect of the above period in accordance with the terms and conditions of the offer of Grant dated Click here to enter a date. **and the Schedules attached thereto.**

Completed by:

Position:

Contact Details:

Date:

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Items of Expenditure

Please list in the table below all discrete items of expenditure relevant to the above period and the type of documentary evidence that «X has been submitted» or «X will be made available on request» **to substantiate each amount.**

A	B	C	D
EXPENDITURE ITEM	**Amount (£)**	**Paid Invoice [Y/N]**	**Other (please specify, e.g. certificate of payment in kind)**
TOTAL*			

*** Note the total should add up to the total expenditure claimed for the period.**

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SCHEDULE 3

STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

"GLASGOW KELVIN COLLEGE – SPRINGBURN AND EASTERHOUSE CAMPUSES: ENERGY CONSERVATION MEASURES, RENEWABLES, AND LOW CARBON HEATING" FROM THE GREEN PUBLIC SECTOR ESTATE DECARBONISATION SCHEME – CENTRAL GOVERNMENT GRANT FUNDING PROGRAMME

This is to confirm that the grant claimed by Glasgow Kelvin College in relation to the above Project during the financial years 23-24 and 24-25 was properly due and was used for its intended purpose(s) in accordance with the terms and conditions of the Grant. This statement is supported by the records of Glasgow Kelvin College.

Signed: _____

Name in block capitals: _____

Position: _____

Date: _____

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SCHEDULE 4

DEFINITIONS

"**Agreement**" means the agreement constituted by the Scottish Ministers' invitation to apply for a grant, the Grantee's Application, these Conditions and the Grantee's acceptance of these Conditions;

"**Conditions**" means these grant conditions;

"Data Protection Laws" means any law, statute, subordinate legislation, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body which relates to the protection of individuals with regard to the processing of Personal Data to which a Party is subject including the Data Protection Act 2018 and any statutory modification or re-enactment thereof and the UK GDPR.

"**Default**" means:

a) Any breach of the obligations of either party under this Agreement (including, but not limited to, any breach of any undertaking or warranty given under or in terms of this Agreement);
b) Any failure to perform or the negligent performance of any obligation under this Agreement;
c) Any breach of any legislation; or
d) Any negligence or negligent or fraudulent miss-statement or misappropriation of Grant, or any other default,

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

"**Financial Year**" means a period from 1 April in one year until 31 March in the next;

"**Grant**" means the grant offered by the Scottish Ministers to the Grantee as specified in the Award Letter, as varied from time to time in accordance with these Conditions;

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

"**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 Grantee.

"Project/Programme" means the purpose for which the Grant has been awarded as described in the Offer of Grant;

"Payment" means each of the payments specified in Schedule 1 hereto.

"Subsidy Control" means the United Kingdom's international commitments on subsidy control arising from, amongst others, the EU-UK Trade and Cooperation Agreement, World Trade Organisation Membership and commitments arising from international treaties and agreements to which the United Kingdom is a party.

"UK GDPR" means the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI 2019/419).

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