

ANGLIAN WATER BUSINESS PARTNERSHIP FUND GRANT FUNDING AGREEMENT

Form of Agreement

Between:

1. Anglian Water Services Limited (company number 02366656) whose registered office is at Lancaster House, Lancaster Way, Huntingdon, Cambs PE29 6XU ("**Anglian Water**"); and
2. **INSERT BUSINESS NAME HERE** (Company no **X**) whose registered office is at **(X)** ("**Grant Recipient**").

each a '**Party**' and collectively the '**Parties**'

IT IS HEREBY AGREED AS FOLLOWS:

1. This Agreement shall come into effect on the date it is signed by both parties
2. Subject to Grant Recipient complying with the provisions of this Agreement, Anglian Water has agreed to pay the Grant to the Recipient towards the Project under the terms of the Anglian Water Business Partnership Fund Guidance Document and Application Form, the details of which are set out below

Project Name (as set out in the Application Form)	[insert]																	
Application	The Application that was submitted by the Grant Recipient to Anglian Water [insert date] in respect of the Project																	
Maximum value of the Grant	£ [insert]																	
Payment milestones for the Grant	<table><tr><td>Payment</td><td>(date or event)</td><td>Amount (£)</td></tr><tr><td>1</td><td>[insert]</td><td>[insert]</td></tr><tr><td>2</td><td>[insert]</td><td>[insert]</td></tr><tr><td>3</td><td>Final Project Report delivered to Anglian Water</td><td>[insert]</td></tr><tr><td colspan="2">Total Grant</td><td>[insert]</td></tr></table>			Payment	(date or event)	Amount (£)	1	[insert]	[insert]	2	[insert]	[insert]	3	Final Project Report delivered to Anglian Water	[insert]	Total Grant		[insert]
Payment	(date or event)	Amount (£)																
1	[insert]	[insert]																
2	[insert]	[insert]																
3	Final Project Report delivered to Anglian Water	[insert]																
Total Grant		[insert]																
Anticipated duration of the Project / anticipated Completion Date	[insert]																	
Frequency of Status Report	*Monthly / Quarterly / every 6 months [*delete as applicable]																	
Anglian Water's Representative (name, contact number, email address)	[insert]																	
Grant Recipient's Representative: (name, contact number, email address)	[insert]																	

3 The Grant Recipient confirms that:

- a) The information provided in their Application remain true and accurate;

- b) they have full capacity and authority to enter into the Agreement;
- c) they are not aware of any circumstances which would prevent them from fulfilling all obligations under the Agreement;
- d) if there are changes to circumstances which could affect eligibility or suitability for the Grant or ability to fulfil obligations under the Agreement, they will notify Anglian Water in writing without delay;
- e) they have read, understood and will comply with all terms and conditions of this the Agreement;
- f) they have not received and will not receive any duplicate funding in respect of the activities or work set out in the Application which are funded under the Agreement; and
- g) the obligations under the Agreement do not and will not conflict in whole or in part with any other legal or contractual obligations of the Grant Recipient

- 4 The Grant Recipient confirms that they have obtained, will maintain and comply with any permits, licences, permissions, legislation, consents, approvals, certificates and authorisations (whether statutory or otherwise) which are required for the performance of its obligations under the Agreement.
- 5 In applying for and receiving the Grant, the Grant Recipient agrees to comply with the provisions of the Agreement including without limitation, the details set out in their Application and these terms and conditions
- 6 Save as expressly provided herein, neither party shall be bound by any variation to the terms of this Agreement unless expressly agreed in writing and signed by a duly authorised representative of each party

Signed by a duly authorised Representative
for and on behalf of **Anglian Water**

Signed by a duly authorised Representative
for and on behalf of **the Grant Recipient**

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

Schedule 1 – Terms and Conditions (Business Partnership Fund)

1) Definitions

- a) In the Agreement the following terms shall have the following meanings:
- i) **Agreement:** means this Agreement, together with the Grant Recipient's Application and any other documents referred to herein
 - ii) **Anglian Water Business Partnership Fund Guidance Document and Application Form:** means the guidance document of the same name which is published by Anglian Water on its website (www.anglianwater.co.uk) and as amended from time to time
 - iii) **Application:** the application for the Grant submitted by the Grant Recipient containing details of the proposed project (including documentation submitted by the Grant Recipient in support of the application).
 - iv) **Completion Date:** means receipt of the Final Project Report by Anglian Water
 - v) **Data Protection Legislation:** means all applicable data protection and privacy legislation, regulations and guidance including Regulation (EU) 2016/679 (the "General Data Protection Regulation" or "GDPR") as adopted into English law under the European Union (Withdrawal) Act 2018, the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2011 and any guidance or codes of practice issued by the European Data Protection Board or Information Commissioner from time to time (all as amended, updated or re-enacted from time to time).
 - vi) **Eligibility Criteria:** means the eligibility criteria set out in the Anglian Water Business Partnership Fund Guidance Document and Application Form.
 - vii) **Force Majeure Event:** means an event or occurrence which could not be prevented or foreseen and which is beyond the reasonable control of the party and without its fault or negligence (excluding any industrial disputes such as lockouts, strikes)
 - viii) **Grant:** sum to be paid to the Grant Recipient under this Agreement for the purpose of delivering the project.
 - ix) **Final Project Report:** means a report written by the Grant Recipient which sets out as a minimum (i) the work carried out in the delivery of the Project; (ii) a summary of the key finding and benefits delivered by the Project (specifically reduction of water consumption) and (iii) identification of any other opportunities to further reduce water consumption
 - x) **Project:** means delivery of the project outlined in the Grant Recipient's Application
- b) In the event of any conflict between the terms of this Agreement, they shall take precedence in the following order:
- (i) The Form of Agreement;
 - (ii) The terms and conditions;
 - (iii) Anglian Water Business Partnership Fund Guidance Document and Application Form; and
 - (iv) The Grant Recipient's Application

2) Grant Recipient Obligations

- a) The Grant Recipient shall use the Grant solely for the purpose identified in the Application and align with the objectives set out in the Anglian Water Business Partnership Fund Guidance Document and Application Form. Should any part of the Grant remain unspent at the Completion Date, the Grant Recipient shall ensure that any unspent monies are returned to Anglian Water unless otherwise expressly agreed by Anglian Water at the end of the Project / Completion Date.

- b) The Grant Recipient shall use all reasonable skill and care in carrying out the Project and its obligations under this Agreement.
- c) The Grant Recipient shall at all times comply with all relevant UK and EU legislation, rules, regulations, by-laws, codes of practice and directives
- d) The Grant Recipient shall provide a status report on completion of the Project to Anglian Water setting out in sufficient detail progress of the Project (including without limitation tasks that have been completed; any delays to the Project (including any revised completion date), any proposed changes to the manner in which the Project is to be delivered, time spent on the Project and details of the financial spend incurred and invoices issued or received during the previous period). Such status reports shall be provided at the frequency set out in the Form of Agreement. No material changes to the Project shall be made without the express prior written approval of Anglian Water
- e) Within 28 days of the end of the Project, the Grant Recipient shall provide a Final Project Report to Anglian Water.
- f) Where requested at any time, the Grant Recipient shall provide to Anglian Water independent assurance that the Grant has been used for delivery of the Project including provision of receipted invoices with respect to Project expenditure and copies of all time sheets recording time spent on the Project.
- g) The Grant Recipient shall retain, and procure that its sub-contractors retain, all relevant documentation and records relating to the Project (including invoices, receipts and accounting records evidencing how the Grant has been used) for a period of 7 years from the Completion Date.
- h) Anglian Water and/or its authorised representatives may, at any time during and up to 7 years after the end of the Agreement, conduct audits in relation to the Grant Recipient's use of the Grant and/or compliance with this Agreement. The Grant Recipient agrees to act reasonably in co-operating with such audits, including by granting access to relevant documentation, premises and personnel.

3) Grant Payment and Repayment

- a) Payment shall be made in arrears or as otherwise agreed from time to time and only on completion of satisfactory progress in the Project and compliance with this Agreement. The time for payment of the Grant is set out in the Form of Agreement, but no payment shall actually be due until such time as the Grant Recipient has provided Anglian Water with a correct, valid invoice and such information as Anglian Water may reasonably require to verify the Grant Recipient's entitlement to payment
- b) The Grant Recipient will submit invoices to Anglian Water in accordance with the payment schedule set out in the Form of Agreement. The parties acknowledge and agree that the Grant sums payable hereunder are exempt from VAT and Anglian Water will not accept any invoice which includes VAT (unless determined otherwise by HRMC).
- c) Payment will be made by the end of the month following the month in which a correctly raised invoice is received by Anglian Water. All payments will be made by BACS transfer directly to the Grant Recipient's nominated business bank account, using the banking details provided by the Grant Recipient.
- d) Any payment not made by the due date for payment shall accrue interest at a rate of 3% per annum above the Bank of England base rate, until such payment is made.
- e) The amount of the Grant shall not be increased in the event of any overspend by the Grant Recipient in the delivery of its obligations under the Agreement.
- f) Payment of the Grant shall not operate as a waiver of any of the rights of Anglian Water under this Agreement.
- g) Without prejudice to any other provisions of this Agreement or to any other rights or remedies, Anglian Water reserves the right to suspend, withhold or require repayment of the Grant in the event that:
 - i) The Project has not commenced within 60 days of this Agreement being executed;
 - ii) the Grant Recipient breaches the terms of this Agreement; or
 - iii) the Grant Recipient ceases to meet the eligibility criteria; or
 - iv) the Grant Recipient is no longer able to complete the Project, or

- v) The Grant Recipient is in breach of any applicable law, including without limitation any law relating to sanctions; anti bribery; modern slavery; tax evasion or fraud or other similar laws which bring the Grant Recipient or Anglian Water into disrepute
- h) If the Grant Recipient receives any overpayment or any payment to which it is not entitled (including in the event of an administrative error), such amount shall be immediately repaid to Anglian Water.

4) Intellectual Property Rights

- a) 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 or licensed to either Anglian Water or the Grant Recipient before the start date or developed by either party under the Agreement, shall remain the property of that party.
- b) Where any documents or materials are provided to Anglian Water under this Agreement, the Grant Recipient shall ensure that Anglian Water is entitled to use such documents or materials for the purpose for which they have been provided (including without limitation the right to publicise and share the learning / success of the Project) and not and will not in any way infringe any third party intellectual property rights.

5) Confidentiality and Publicity

- a) Each party shall treat as confidential all information obtained from the other pursuant to this Agreement and shall not divulge such information to any person (except to such party's own employees, agents or advisers and then only to those who need to know the same) without the other party's prior written consent provided that this clause shall not extend to (i) information which was rightfully in the possession of such party prior to the submission of the Application; or (ii) which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause); or (iii) which is required to be disclosed by any governmental or regulatory body or by law.
- b) The Grant Recipient acknowledges that Anglian Water is subject to the requirements of the Environment Information Regulations 2004 ("EIR") and agrees:
 - i) to provide all necessary assistance and cooperation as reasonably requested by Anglian Water to comply with its obligations under the EIR;
 - ii) where it receives an EIR request for information in relation to this Agreement, not respond to that request and within 2 working days transfer the request to Anglian Water; and
 - iii) to promptly provide Anglian Water with a copy of all information belonging to the Grant Recipient relevant to the request for information
- c) The obligations as to confidentiality shall remain in full force and effect notwithstanding the termination of the Agreement for a period of 3 years from the date of this Agreement

6) Site Visits and Publicity

- a) With due notice the Grant Recipient shall allow all reasonable requests from Anglian Water to facilitate visits, provide reports, statistics, photographs and case studies that will assist them with any promotional and publicity activities relating to the Grant.
- b) The Grant Recipient will not make any public announcement, disclosure or statement concerning the Project without the prior written approval of Anglian Water, such approval not to be unreasonably withheld and a response to be provided within a reasonable timescale. The Grant Recipient acknowledges and agrees that Anglian Water shall be entitled to use the content of the Final Project Report to publish case studies and to promote the Anglian Water Business Partnership Fund. Each Party shall, in all documents submitted or published, include in a prominent position an acknowledgement of Anglian Water's contribution to the Project. Any reference to Anglian Water (and or use of any logo) will be subject to the Grant Recipient complying with Anglian Water's branding guidelines
- c) The parties do not anticipate that any Personal Data will be Processed under this Agreement. However, the parties agree that if Personal Data is processed, in undertaking its activities for which the Grant is made, they will comply with all applicable requirements of and all their obligations under the Data Protection Legislation

which arise in connection with the Agreement. A copy of the Anglian Water privacy notice is available on its website at www.anglianwater.co.uk

7) Limitation of Liability

- a) Neither party excludes or limits its liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, or any other liability which cannot be limited or excluded by law.
- b) Anglian Water accepts no liability for any consequences (direct or indirect) arising from the Agreement, use of the Grant by the Grant Recipient or from Anglian Water exercising its rights under the Agreement.
- c) Subject to clauses 7a and 7b, Anglian Water's total aggregate liability in connection with the Agreement shall not exceed the amount of the Grant.
- d) The Grant Recipient shall indemnify Anglian Water and any persons acting on Anglian Water's behalf against all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising as a result of the actions or omissions of the Grant Recipient in connection with the Agreement.

8) Termination

- a) Anglian Water reserves the right to terminate this Agreement on written notice to the Grant Recipient in the event that the Grant Recipient:
 - i) breaches the terms of this Agreement and, where capable of remedy, fails to remedy the same within 14 days; or
 - ii) ceases to meet the Eligibility Criteria; or
 - iii) is no longer able to complete the Project; or
 - iv) becomes bankrupt or insolvent or any receiver or administrator or similar person is appointed in respect of the Grant Recipient or enters into any arrangement with its creditors or if the Grant Recipient ceases or threatens to cease to carry on in business; or
 - v) sells all or part of its business (other than a share sale or as part of any internal transfers and assignments as between parties and their parent company, subsidiaries or affiliates as part of an internal corporate group reorganisation)
- b) Anglian Water may terminate this Agreement at any time on 90 days written notice at any time for any reason, without any liability to the Grant Recipient, save in respect of payment milestones which have been fulfilled / occurred prior to the effect date of termination
- c) The Grant Recipient may terminate this Agreement at any time by giving written notice to Anglian Water. In the event that the Grant Recipient terminates this Agreement for any reason whatsoever, the Grant Recipient shall immediately repay all sums paid to it by Anglian Water under this Agreement.
- d) Termination is without prejudice to the rights, duties and liabilities of either party accrued prior to termination.
- e) Any terms which expressly or impliedly have effect upon or after expiration or termination shall continue to be enforceable notwithstanding expiration or termination.

9) Notices

- a) Any demand, notice or other communication given or made under or in connection with this Agreement shall be in writing (including email).
- b) Any such notice may be served by delivering it personally or by sending it by pre-paid post (with a copy by email) to the address shown in the Form of Agreement for the relevant party or any other address which it may from time to time notify in writing to the other party. All legal proceedings or any notice regarding breach of contract and or termination must be served by prepaid recorded delivery post, and must be marked for the attention of the Legal Department

- c) Any such notice delivered personally shall be deemed to be received when delivered (or, if delivered otherwise than between 9.00am and 5.00pm on a working day, at 9.00am on the next working day); any notice sent by pre- paid post shall be deemed to be received 2 working days after posting.
- d) A notice sent by email shall be deemed to have been received at the time of transmission (or, if transmitted otherwise than entirely between 9.00am and 5.00pm on a working day, at 9.00am on the next working day).
- e) It is the Grant Recipient 's responsibility to notify Anglian Water of any change to its contact details and/or bank account details.

10) General

- a) Nothing in this Agreement will prejudice, conflict with or affect the exercise of any of Anglian Water's functions, duties, powers, jurisdictions and obligations or the exercise of any discretion under any enactment. Nothing in this Agreement will operate as a statutory approval, consent, licence or waiver from Anglian Water
- b) Any delay or failure of a party to perform its obligations hereunder shall be excused if due to a Force Majeure Event, provided that written notice of such delay is given to the other party. If the delay lasts more than 30 days the unaffected party may immediately terminate this Agreement without liability.
- c) Neither party shall assign or transfer any of its rights and obligations under this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed) save that consent will not be required for internal transfers and assignments as between parties and their parent company, subsidiaries or affiliates as part of a consolidation, merger or any other form of corporate reorganisation
- d) Except as otherwise provided herein, the rights of either party under the Agreement shall not be prejudiced or restricted by any indulgence or forbearance extended by one party to the other and no waiver by one party of its rights in relation to any breach of the Agreement shall affect its rights in respect of any subsequent breach
- e) The provisions of the Contract (Rights of Third Parties) Act 1999 shall not apply to the Agreement and are hereby expressly excluded
- f) If any term, condition or provision of the Agreement is held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will not affect the validity, legality and enforceability of the other provisions or any other documents referred to in the Agreement.
- g) Except as otherwise provided herein, the rights of either party under the Agreement shall not be prejudiced or restricted by any indulgence or forbearance extended by one party to the other and no waiver by one party of its rights in relations to any breach of the Agreement shall affect its rights in respect of any subsequent breach.
- h) This Agreement will not create a partnership or joint venture between the parties and the parties are independent contracting parties. This Agreement will not constitute one party as the agent of the other. No party has authority to enter into any contract, warranty or representation on behalf of the other and no party will be bound by the acts or conduct of the other.
- i) This Agreement constitutes the entire agreement between the Grant Recipient and Anglian Water with respect to the matters contained herein and supersedes all prior oral or written representations and agreements.
- j) This Agreement may be executed in "wet" writing, by the insertion of a signature in electronic form (including a digital picture of a signature) or by way of electronic execution software and in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the

counterparts shall together constitute the one Agreement. Transmission of an executed counterpart of this Agreement by e-mail (in *.pdf, *.jpg or other agreed format or software) shall take effect as delivery of an executed counterpart of this Agreement. Whichever method of delivery is adopted, without prejudice to the validity of the Agreement thus made, each party shall provide the other with the original of such counterpart as soon as reasonably possible thereafter. No counterpart shall be effective until each party has executed at least one counterpart

- k) The formation, existence, construction, performance, validity and all aspects of the Agreement shall be governed by English law. The parties submit to the exclusive jurisdiction of the English Courts.