



Llywodraeth Cymru
Welsh Government

[date]

Dear

Award of Funding in relation to the Tidal Lagoon Challenge

1. Award of Funding

- (a) We are pleased to inform you that your Application has been successful and funding of up to [£ amount] (the “**Funding**”) is awarded to you for the Purposes (as defined in Condition 4(a)).
- (b) The Funding relates to the period 1 April 2024 to 31 March 2026 and must be claimed quarterly in full in accordance with the timescales set out in the Indicative Payment Profile. If you fail to claim the Funding annually in full in accordance with the timescales set out in the Indicative Payment Profile any unclaimed part of the annual Funding will cease to be available to you.
- (c) This letter shall become effective on the date of signature evidencing acceptance by you as set out in the acceptance page below.
- (d) If you have any queries in relation to this award of Funding or the Conditions please contact the Welsh Government Official who will be happy to assist you.

2. Statutory authority and Subsidy Control

- (a) This award of Funding is made on and subject to the Conditions and under the authority of the Minister for Climate Change, one of the Welsh Ministers, acting pursuant to functions transferred under section 58A of the Government of Wales Act 2006.
- (b) You must ensure that the use of the Funding is compatible with the Subsidy Control Act 2022 and the applicable agreements contained in the World Trade Organisation rules, UK-EU Trade and Cooperation Agreement and any Free Trade Agreement involving

the UK and the Northern Ireland Protocol. Please refer to Schedule 8 for further details.

3. Interpreting the Conditions

Any reference in the Conditions to:

'Account' is to the bank account opened and maintained by you with a UK clearing bank, in your own name and in respect of which you have sole signing rights or such other account as we may approve for the purpose of the Conditions and at our discretion from time to time;

'Application' is to your application dated [] reference [], to include your Outline Data Management Plan;

['Assurance Statement' is to the Assurance Statement: counter fraud and governance contained in Schedule 6;]

'Business Day' is to a day other than a Saturday, Sunday, Christmas Day, Good Friday or a bank holiday in Wales under the Banking and Financial Dealings Act 1971;

'Conditions' is to the terms and conditions set out in this letter and the Schedules;

'Costs Incurred' is to the cost of goods and/or services you have received regardless of whether you have paid for them by the date of your claim;

'Costs Incurred and Paid' is to the invoiced cost of goods and/or services you have received and which have been paid for by you in cleared funds by the date of your claim;

'Notification Event' is to any of the events listed in Schedule 3;

'Indicative Payment Profile' is to the indicative payment profile set out in Schedule 4;

'Outline Data Management Plan' is to the data management plan included as part of your Application, to include your proposals on how the data and research to be undertaken will be managed and be made publicly available (as may be amended in accordance with Condition 13(e));

'Personnel' is to your management/employees and suppliers or any other person appointed or engaged by you in relation to the Purposes;

'Project Manager' is to your project manager who is responsible for the day to day management of this award of Funding:

[address]
[]

[]
[]
[]
Tel:
Email:[]@[]

'Research' is to any research produced in relation to the Purposes;

'Schedule' is to the schedules attached to this letter;

'we', 'us', 'our' is to the Welsh Ministers;

'Welsh Government Official' is to

[address]
[]
[]
[]
[]
Tel:
Email:[]@gov.wales

or such other Welsh Government official as we may notify you;

'you', 'your' is to [name, registered address and company registration number/charity number/mutual society number of grant recipient if applicable];

any reference to any legislation whether domestic or international law will include all amendments to and substitutions and re-enactments of that legislation in force from time to time.

4. Use of the Funding

- (a) You must use the Funding solely for the purposes set out in Schedule 1 (the **"Purposes"**)
- (b) You must achieve the targets and outcomes set out in Schedule 2 (the **"Targets"**).
- (c) Any change to the Indicative Payment Profile, Purposes or Targets will require our written consent which must be obtained from us in advance of implementing any change. Please note that we are not obliged to give our consent but we will consider all reasonable written requests.
- (d) You must not use any part of the Funding for any kind of activity which in our opinion could bring us into disrepute, including but not limited to (1) party political purposes, (2) the promotion of particular secular,

religious or political views; (3) gambling, (4) pornography, (5) offering sexual services, or (6) any kind of illegal activities.

- (e) You must not use any part of the Funding for: (1) purchasing capital equipment (other than as specified in the Purposes), (2) your legal fees in relation to this letter, (3) Costs Incurred or Costs Incurred and Paid by you in the delivery of the Purposes prior to the period referred to in Condition 1 (b).

5. Funding pre-conditions

- (a) We will not pay any of the Funding to you until you have provided us with the following information and documentation:
 - i) this letter signed by you;
 - ii) documentary evidence that you have put in place all staff and other resources detailed in the Application as required to commence and complete the Purposes;
 - iii) the completed Assurance Statement;
 - iv) a completed Outline Data Management Plan; and
 - v) any other information, document, opinion or assurance which we consider to be necessary or desirable (if we have notified you accordingly) in connection with this award of Funding or the Purposes or in connection with the entry into and performance of this award of Funding or its validity and enforceability.
- (b) Where you are required to provide any information and/or documentation to us as evidence that you have satisfied a particular pre-condition, Condition or otherwise in support of a claim, the information and/or documentation must be in form and substance acceptable to us. We reserve the right to reject any information and documentation which is for any reason not acceptable to us, and/or request any further or additional information and/or documentation in support of the request for Funding.

6. How to claim the Funding

- (a) You may claim the Funding quarterly in arrears as detailed in the Indicative Payment Profile.
- (b) You must claim the Funding in accordance with the dates set out in the Indicative Payment Profile. You must claim the Funding promptly. We reserve the right to withdraw any part of the Funding that you do not claim promptly.
- (c) You must submit your claims for payment of Funding to the Welsh Government Official.

- (d) You must use our claim pro-forma (which is available from the Welsh Government Official) and attach the information and documentation specified in the Indicative Payment Profile together with: evidence in form and substance satisfactory to us that you have appropriate systems in place to ensure that ongoing due diligence is undertaken in respect of any part of the Funding being utilised by you to provide a grant and/or to procure any goods or services from a third party;
- (e) You must provide us with any other information, document, opinion or assurance which we consider to be necessary or desirable (if we have notified you accordingly) in connection with your claim for the Funding.
- (g) We will aim to pay all valid claims as soon as possible and typically within 20 Business Days of receipt of a valid claim being made in accordance with the provisions of this letter, and provided always that the Funding pre-conditions set out in Condition 5 above have been satisfied and that on both the date of the claim and the date the Funding is to be paid to you:
 - i) the declarations made in Condition 8 below are true and correct and will be true and correct immediately after the relevant Funding has been paid to you; and
 - ii) no Notification Event is continuing or might result from the proposed Funding.
- (h) Any payments of the Funding will be made to the Account and will not be paid to any other bank account.

7. Your general obligations to us

You must:

- (a) safeguard the Funding against fraud generally and, in particular, fraud on the part of your Personnel and notify us immediately if you have reason to suspect that any fraud within your organisation has occurred or is occurring or is likely to occur whether or not it relates to the Funding. You must also participate in such fraud prevention initiatives as we may require from time to time;
- (b) maintain appropriate procedures for dealing with any conflicts of interest in relation to the Funding whether actual, potential or perceived;
- (c) comply with all applicable domestic or international laws or regulations or official directives;
- (d) maintain adequate insurances to cover against the risks which may arise in connection with any property or any activity undertaken in

delivery of the Purposes. We reserve the right to require you to provide proof of your insurance;

- (e) maintain appropriate financial, risk and control systems when utilising any part of the Funding for any purpose;
- (f) maintain appropriate financial, risk and due diligence systems when utilising any part of the Funding to provide a grant and/or to procure any goods or services from a third party;
- (g) co-operate fully with the Welsh Government Official and with any other employee of the Welsh Government or consultant appointed by us to monitor your use of the Funding and your compliance with the Conditions;
- (h) inform us immediately if any of the declarations made in Condition 8 is incorrect in any respect or, if repeated at any time with reference to the facts and circumstances then existing, would be incorrect;
- (i) notify us of any funding received by you from any source which is procured or utilised in conjunction with the Funding to directly support the Purposes including but not limited to your insurance provider (cancellation/business disruption insurance), the UK Government's Coronavirus Job Retention Scheme and/or any Welsh Government fund/scheme and any other funders. The intention of this Condition is to avoid any duplication of funding in respect of the Purposes.

8. Declarations

You declare that:

- (a) you have the power to enter into and to perform the obligations set out in the Conditions and you have taken all necessary action to authorise the entry into and performance of the obligations under the Conditions;
- (b) no limit on your powers will be exceeded as a result of claiming the Funding, or the grant of any security contemplated by the Conditions;
- (c) the entry into and performance by you of any of the transactions contemplated by this letter do not, and will not, contravene or conflict with:
 - i) your constitutional documents;
 - ii) any agreement or instrument binding on you or your assets or constitute a default or termination event (however described) under any such agreement or instrument; or
 - iii) any law or regulation or judicial or official order, applicable to you;

- (d) no Notification Event is continuing or might reasonably be expected to result from the provision of the Funding and no other event or circumstance is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination or any combination thereof, would constitute) a default or termination event (howsoever described) under any other agreement or instrument which is binding on you or to which any of your assets is subject;
- (e) no litigation or arbitration or administrative proceeding is current or pending or, so far as you are aware, threatened, which has or could have an adverse effect on your ability to perform and comply with any of the Conditions;
- (f) you have disclosed to us all material facts or circumstances which need to be disclosed to enable us to obtain a true and correct view of your business and affairs (both current and prospective) or which ought to be provided to any person who is considering providing funding to you;
- (g) any information, in written or electronic format, supplied by you to us in connection with the Funding was, at the time it was supplied or at the date it was stated to be given (as the case may be):
 - i) if it was factual information, complete, true and accurate in all material respects;
 - ii) if it was a financial projection or forecast, prepared on the basis of recent historical information and on the basis of reasonable assumptions and was arrived at after careful consideration;
 - iii) if it was an opinion or intention, made after careful consideration and was fair and made on reasonable grounds; and
 - iv) not misleading in any material respect, nor rendered misleading by a failure to disclose other information,except to the extent that it was amended, superseded or updated by more recent information supplied by you to us.
- (h) you have discussed and agreed the Targets with us and you are confident that they are realistic and achievable;
- (i) there are no conflicts of interest in relation to the Funding whether actual, potential or perceived;
- (j) acceptance of this award of Funding will not result in duplicate funding in respect of the activities required to deliver the Purposes. This includes but is not limited to any payments received by you in relation to the effects of the spread of the Coronavirus (COVID-19)

from your insurance provider (cancellation/business disruption insurance), the UK Government's Coronavirus Job Retention Scheme and/or any Welsh Government fund/scheme and any funders.

- (k) You will be deemed to repeat the declarations in this Condition 8 on:
 - i) each date on which you submit a claim for payment of Funding pursuant to the Conditions; and
 - ii) each date on which you may have any liability to us under or in relation to the Conditions or the award of Funding,and in each case by reference to the facts and circumstances existing on each such date.
- (l) the information contained in the Assurance Statement is complete, true and accurate.

9. Notification Events and their consequences

- (a) You must notify us immediately if a Notification Event has occurred or is likely to occur but we also reserve the right to notify you where we believe a Notification Event has occurred or is likely to occur.
- (b) We will either:
 - i) notify you that we, at our absolute discretion, consider the Notification Event is not capable of remedy; or
 - ii) if we consider, at our absolute discretion, that the Notification Event is capable of being remedied, seek to discuss the Notification Event with you with a view to agreeing a course of action to be taken to address the Notification Event.
- (c) We will be entitled to take any of the actions listed in Condition 9(d) if:
 - i) despite our efforts we have been unable to discuss the Notification Event with you; or
 - ii) we notify you that the Notification Event is not, in our opinion, capable of remedy; or
 - iii) a course of action to address and/or remedy the Notification Event is not agreed with you; or
 - iv) a course of action to address and/or remedy the Notification Event is agreed with you but you fail to follow it, or any conditions attached to it are not met (including without limitation the timescale for such course of action) to our satisfaction; or
 - v) the course of action fails to remedy the Notification Event to our satisfaction.
- (d) If any of the circumstances set out in Condition 9(c) occurs we may, at our absolute discretion, by notice to you:

- i) withdraw the award of Funding; and/or
 - ii) require you to repay all or part of the Funding; and/or
 - iii) suspend or cease all further payment of Funding; and/or
 - iv) make all further payments of Funding subject to such conditions as we may specify; and/or
 - v) deduct all amounts owed to us under the Conditions from any other funding that we have awarded or may award to you; and/or
 - vi) exercise any other rights against you which we may have in respect of the Funding.
- (e) All repayments of Funding must be made to us within 20 Business Days of the date of our demand.

10. Monitoring requirements

You must:

- (a) provide us with such documents, information and reports which we may reasonably require from time to time in order for us to monitor your compliance with the Conditions including :
 - i) Progress reports against your project timeline
 - ii) Interim expenditure reports; and
 - iii) Project outcomes
- (b) meet with the Welsh Government Official and such other of our representatives as we may from time to time reasonably require;
- (c) ensure that the Project Manager (or such other person as we may agree) together with any other person we may require attends all meetings with the Welsh Government Official.

11. Audit Requirements

(a) You must:

- i) maintain complete, accurate and valid accounting records identifying all income and expenditure in relation to the Purposes;
- ii) without charge, permit any officer or officers of the Welsh Government, Audit Wales or any UK subsidy enforcement body at any reasonable time and on reasonable notice (in exceptional circumstances, such as the prevention or detection of fraud, it may not be practicable to provide you with reasonable notice) being given to you to visit your premises and/or to inspect any of your activities and/or to examine and take copies of your books of account and such other documents or records howsoever stored as in such officer's reasonable view may relate in any way to your use of the Funding. This undertaking is without prejudice and subject to

- any other statutory rights and powers exercisable by the Welsh Government, Audit Wales or any UK subsidy enforcement body or any officer, servant or agent of any of the above;
- iii) retain this letter and all original documents relating to the Funding for ten years from the date of the last payment of the Funding;
 - iv) provide us with an audit certificate in accordance with the requirements set out in Schedule 5
- (b) Under paragraph 17 of Schedule 8 to the Government of Wales Act 2006 the Auditor General for Wales has extensive rights of access to documents and information relating to monies provided by the Welsh Government. They and their officials have the power to require relevant persons who control or hold documents to give any assistance, information and explanation that they may require; and to require those persons to attend before them for such a purpose. The Auditor General and their staff may exercise this right at all reasonable times.

12. Third party obligations

- (a) Subject to the provisions of Condition Nothing in the Conditions imposes any liability on us in respect of any liability incurred by you to any third party (including, without limit, your employees and contractors).
- (b) You must indemnify us against any liabilities, claims, proceedings, demands, losses, costs and expenses suffered or incurred by us directly or indirectly arising as a result of or in connection with any failure by you to perform fully or in part any obligation you may have to a third party from time to time.

13. Intellectual property rights and publicity

- (a) Subject to the provisions of Conditions 13(e)-(i) which deal with how materials resulting from the work carried out in relation to the Purposes shall be (i) made available to the public and (ii) may be used by us, nothing in the Conditions transfers to us any rights in any intellectual property created by you as a result of the Purposes.
- (b) You must acknowledge our support in relation to the Purposes. Such acknowledgement(s) must be in a form approved by us and must comply with the Welsh Government's branding guidelines.
- (c) You must provide the Welsh Government Official with details of all the acknowledgement(s) referred to in Condition 13(b) for our approval before any such acknowledgements are used and you may not use such acknowledgments without our prior written approval.

We will endeavour to respond to all written requests for approval within 10 Business Days.

- (d) You agree that from the date of this letter until 5 years from the date of the final payment of Funding we may include details about your organisation and business, the Funding and the Purposes in Welsh Government promotional materials and you further agree to cooperate with our reasonable requests to achieve the production of such materials.
- (e) The Outline Data Management Plan must detail your proposals for how the Research will be managed and made available to the public and must be finalised and agreed with the Welsh Government Official before any Research is undertaken.
- (f) You agree to share with us all unpublished Research, papers, records, data or collections resulting from the work carried out in relation to the Purposes.
- (g) You must secure all necessary rights to enable you to (i) share the Research with us (to include all unpublished Research, papers, records, data or collections resulting from the work carried out in relation to the Purposes) and (ii) publish the Research to the public.
- (h) You shall grant to the Welsh Ministers (or, in the case of intellectual property belonging to third parties, procure the grant of) a perpetual, irrevocable, royalty free, non-exclusive licence for the Welsh Ministers to copy, adapt, distribute, communicate and make available any and all materials forming part of the Research, unpublished Research, papers, records, data or collections resulting from the work carried out in relation to the Purposes (including without limitation the right for the Welsh Ministers to grant sub-licences in respect of the same) for all purposes reasonably contemplated by, connected with or ancillary to this letter and in order to meet the aims outlined in the Outline Data Management Plan.
- (i) You undertake to do all such acts and execute all such documents (and procure the same from any relevant third party) as is required (i) to share the Research with us (to include all unpublished Research, papers, records, data or collections resulting from the work carried out in relation to the Purposes) in accordance with the terms of this letter and (ii) to secure or complete the publishing of the Research to the public in accordance with the Outline Data Management Plan.

14. Information

- (a) You acknowledge that we are subject to the requirements of the Freedom of Information Act 2000 (the "FOIA"), the Environmental Information Regulations 2004 (the "EIR"), the Data Protection Act

2018 (the “DPA”) and the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (the “UK GDPR”).

- (b) You acknowledge that we are responsible for determining in our absolute discretion whether:
 - i) to disclose any information which we have obtained under or in connection with the Funding to the extent that we are required to disclose such information to a person making a disclosure request under the FOIA or the EIR; and/or
 - ii) any information is exempt from disclosure under the FOIA or the EIR.
- (c) You acknowledge that we may share any data you provide to us with fraud prevention agencies and third parties for the purposes of preventing and detecting fraud. Any personal data we collect will be managed in accordance with our Privacy Notice which is available to view here [Privacy notice: Welsh Government grants](#)
- (d) Please refer to Schedule 7 which provides details of your obligations in respect of the UK GDPR.

15. Buying goods and services

- (a) If you decide to buy any goods and/or services to deliver the Purposes, they must be purchased in a competitive and sustainable way so as to demonstrate that you have (i) achieved best value in the use of public funds, and (ii) complied with your conflict of interest policy at the relevant time.
- (b) We may from time to time request evidence from you to demonstrate your compliance with this Condition 15. Such evidence may take the form of evidence of your:
 - i) compliance with any procurement regulations, legislation or guidance in place from time to time to which you, or any person carrying out a business or function of the same or similar nature to you, is subject; or
 - ii) compliance with your procurement policy in place at the relevant time; or
 - iii) obtaining a minimum of three written quotations for the relevant goods and/or services.

You must supply such evidence to us promptly following our written request for such evidence.

16. Giving notice

- (a) Where notice is required to be given under the Conditions it must be in writing (this does not include email but may include a PDF copy of

a letter attached to an email) and must prominently display the following heading:

“Notice in relation to the Tidal Lagoon Challenge”.

- (b) The address and contact details for the purposes of serving notice under the Conditions are as follows

You: the Project Manager at the address stated in Condition 3.

Us: the Welsh Government Official at the address stated in Condition 3.

- (c) A notice will be deemed to have been properly given as follows:-

Prepaid first class post: on the second Business Day after the date of posting.

By hand: upon delivery to the address or the next Business Day if after 4pm or on a weekend or public holiday.

By email attachment: upon transmission or the next Business Day if after 4pm or on a weekend or public holiday.

17. Equality

You must have in place and apply equality policies covering employment, use of volunteers and provision of services, in accordance with the Equality Act 2010.

18. Welsh language

- a) The Welsh Government is committed to supporting the Welsh language and culture and The Cymraeg 2050: A million Welsh speakers Welsh language strategy (Cymraeg 2050) provides a vision for the growth and further development of the Welsh language.
- b) Where the Purposes include or relate to the provision of services in Wales, they must be provided in Welsh and English unless it would be unreasonable or disproportionate to do so. They must be provided in such a way as to not treat the Welsh language less favourably than English, in accordance with the Welsh Language (Wales) Measure 2011.
- c) Where the provision of services forms part of the Purposes, you must act in accordance with the Welsh Language (Wales) Measure 2011 and the aims of Cymraeg 2050. In practice, this will include the following:

- i) Ensure that any written material produced, including digital material, is bilingual.
 - ii) Ensure that any signage is bilingual.
 - iii) Ensure that any training or public events are held bilingually.
 - iv) Actively promote and facilitate the Welsh language (including providing services and increasing opportunities to use the Welsh language) within funded activities.
- d) For general advice on providing services bilingually and for information on which organisations are able to support you, please contact the Welsh language advice service “Helo Blod” on 03000 258888 or e-mail heloblod@gov.wales with your query.

19. Sustainable development

Your use of the Funding must contribute to the achievement of the Welsh Government’s well-being objectives contained in the Welsh Government’s Programme for Government. You must work in a sustainable way (sustainable development principle) in delivering the Purposes so as to ensure you are working in a preventative, integrated, long-term and collaborative way that involves people that reflect the diversity of Wales. Please refer to Schedule 1 for further information.

20. Welsh Ministers’ functions

You acknowledge that the Welsh Ministers have a range of functions which will continue to accrue and be amended and that decisions in relation to each such function are obliged to be taken in the light of all relevant and to the exclusion of all irrelevant considerations. You agree that nothing contained or implied in, or arising under or in connection with, the Conditions will in any way prejudice, fetter or affect the functions of the Welsh Ministers or any of them nor oblige the Welsh Ministers or any of them to exercise, or refrain from exercising, any of their functions in any particular way.

21. General

- (a) If at any time any of the Conditions are deemed to be or become invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.
- (b) No failure or delay on our part to exercise any power, right or remedy under the Conditions will operate as a waiver of any such power, right or remedy or preclude its further exercise or the exercise of any other power, right or remedy. The powers, rights or remedies hereby provided are cumulative and not exclusive of any powers, rights or remedies provided by law.

- (c) Any amendment or variation to the Conditions must be in writing and signed by us and you in the same manner as this letter (or as otherwise agreed by us in writing from time to time).
- (d) You may not assign or otherwise dispose of in any way your rights, benefits, obligations or duties under the Conditions.
- (e) Conditions 7, 9, 11, 13, 14, and 21(e) and such other Conditions which by implication need to continue in force beyond the final payment of Funding will so continue in full force and effect.
- (f) The award of the Funding is to you alone and no one else is entitled to make any claim in respect of the Funding or seek to rely on or enforce any of the Conditions.
- (g) In circumstances where you comprise two or more persons or bodies, the liabilities of such persons or bodies shall be joint and several and the default of one of such persons or bodies shall be deemed to be the default of all.
- (h) The Conditions and any disputes or claim (including any non-contractual disputes or claims) arising out of or in connection with it its formation or its subject matter are to be governed by and construed in accordance with the laws of Wales and England as applied in Wales and the parties hereto submit to the exclusive jurisdiction of the courts of Wales and England.

22. How to accept this award of Funding

- (a) To accept this award of Funding you must sign and return a copy of this letter to the Welsh Government Official. None of the Funding will be paid to you until we have received your signed letter and the completed Assurance Statement.
- (b) We must receive your signed letter on or before [date] within 14 days of the date of this letter, or this award of Funding will automatically be withdrawn.

Yours faithfully

Signed by:

Print name:

Job title:

Department:

under authority of the Deputy Minister for Climate Change, under authority of the Minister for Climate Change, one of the Welsh Ministers

SCHEDULE 1
The Purposes

The Purpose of the Funding is to support research in to the barriers to and/or quantify the benefits of tidal lagoon development in Wales. [Further detail to be confirmed in advance of award of funding]

| Cost | Value (£) |
|-------------|------------------|
| | |
| | |

**SCHEDULE 2
The Targets**

EXAMPLE TABLE

| Description of the Target | Date by when it should be achieved? | Evidence required |
|---|--|--------------------------|
| [detail to be confirmed in advance of award of funding] | | |
| | | |
| | | |

SCHEDULE 3

Notification Events

The Notification Events referred to in Condition 9 are listed below:

1. repayment of any part of the Funding is required in accordance with any relevant legislation;
2. you fail to comply with any of the Conditions;
3. the Funding, in full or in part, is not being used for the Purposes;
4. you fail to achieve any or all of the Targets;
5. there is unsatisfactory progress towards completing the Purposes, including meeting the Targets;
6. you fail to provide information about the Purposes requested by us or any UK subsidy enforcement body or any of its auditors, agents or representatives;
7. we have reason to believe that you and/or any of your Personnel are involved in fraudulent activity or have been involved in fraudulent activity whether or not it relates to or is any way connected to the Funding;
8. we have made an overpayment of Funding to you;
9. there is a duplication of funding in respect of any part of the Purposes. This includes but is not limited to any payments received by you in relation to the effects of the spread of the Coronavirus (COVID-19) from your insurance provider (cancellation/business disruption insurance), the UK Government's Coronavirus Job Retention Scheme and/or any Welsh Government fund/scheme;
10. any declaration made in Condition 8 is, or proves to be, incomplete untrue or misleading, incorrect in any respect or, if repeated at any time with reference to the facts and circumstances then existing, would be incorrect;
11. there has been a modification (qualification, adverse or disclaimer) to the auditor's opinion on your financial statements;
12. an event or circumstance has occurred and is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination or any combination thereof, would constitute) a default or termination event (howsoever described) under any other agreement or instrument which is binding on you or to which any of your assets is subject;

13. a moratorium in respect of all or any of your debts or assets or a composition or an agreement with your creditors is agreed, applied for, ordered or declared;
14. you stop or suspend payment of any debts or are unable, or admit in writing your inability, to pay your debts as they fall due;
15. the value of your assets is less than your liabilities (taking into account contingent and prospective liabilities);
16. you commence negotiations, or enter into any composition, compromise, assignment or arrangement, with one or more of your creditors with a view to rescheduling any of your indebtedness (because of actual or anticipated financial difficulties).
17. any action, proceedings, procedure or step is taken in relation to you in relation to:
 - (a) the suspension of payments, a moratorium in respect of any indebtedness, winding up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise); or
 - (b) a composition, compromise, assignment or arrangement with any of your creditors; or
 - (c) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of you or any of your assets.
18. a statutory demand is issued against you;
19. you cease, or threaten to suspend or cease, to carry on all or a material part of your business;
20. there is a change in your constitution, status, control or ownership and/or your external auditors resign;
21. you fail to comply with any statutory reporting obligations which are applicable to you (including, but not limited to, filing requirements at Companies House, the Charity Commission, the Financial Conduct Authority);
22. there is any change, whether permanent or temporary, in your shareholders, directors, trustees or partners and/or Personnel which may affect your ability to deliver the Purposes;
23. any event occurs or circumstances arise which in our opinion gives reasonable grounds for believing that providing the Funding and/or the

continuation of the arrangements contemplated by this letter could bring us into disrepute;

24. any event occurs or circumstances arise which in our opinion gives reasonable grounds for believing that you may not, or may be unable, to perform or comply with any of your obligations under the Conditions.

SCHEDULE 4
Indicative Payment Profile
(refer to Conditions 5(b), 6(a) and (b))

EXAMPLE TABLE

| Instalment number | Maximum amount of instalment | Earliest date for claim | Last date for claim | Documents which must accompany claim pro-forma |
|--------------------------|-------------------------------------|---------------------------------|----------------------------|---|
| 1 | [TBC] | | | Progress report |
| 2 | [TBC] | | | Progress report |
| Final Instalment | [TBC] | Date of publication of Research | [TBC] | Evidence of publication of Research |
| | | | | |
| | | | | |

SCHEDULE 5
Audit Certificate
[to be confirmed]

SCHEDULE 6

Assurance Statement: Counter fraud and Governance

The Welsh Government has a duty to protect public funds, ensuring they are handled with probity and in the public interest. It is important that people in Wales are able to have confidence in the Welsh Government and the organisations it funds. Welsh Government officials require assurance that reasonable and adequate governance and counter fraud procedures exist in the organisations funded by the Welsh Government.

| | | | |
|---|---|------------------------------------|--------------------------|
| Are you in receipt of any other funding from any other organisation to support the Purposes? If so please provide details including amounts of other funding, posts funded and source of funding. This includes applications that are pending. | Yes No Further details can be provided in the table below | | |
| Please name the personnel within your organisation who has/have specific responsibility for financial management in respect of the Purposes. | Name: Position: | | |
| Who is responsible for the supervision of the personnel named above? | Name: Position: | | |
| You declare that your employees, officials, directors, trustees and board members: <ul style="list-style-type: none"> • where applicable, fully understand their duties and responsibilities under the relevant legislation relating to companies and charities; • have sufficient knowledge about governance issues to carry out their roles in a manner which is fully compliant with the relevant legislation; • properly scrutinise and oversee the work of those with primary responsibility for your financial management. | | | |
| Please provide details of any other funding, both capital and revenue, (including other Welsh Government funding streams) from any organisation to support the Purposes as detailed in Schedule 1. You must include details of capital items, posts funded, amounts of other funding and source of funding. This includes applications that are pending. | | | |
| Type of Funding and Purpose | Amount of funding received (including pending applications) £ | % of post cost/capital item | Source of funding |
| | | | |
| | | | |
| | | | |

SCHEDULE 7

Requirements of the UK GDPR

Part 1

| Description | Detail |
|--|--|
| Legal Basis for Processing | The legal basis for processing your personal data is section 6(1)(e) of the Data Protection Act 2018. This processing is necessary for the performance of our public task to identify you and process your application |
| Subject Matter Of The Processing | [TBC] |
| Duration of the Processing | [TBC] |
| Location of Processing | The data must be processed within the United Kingdom and must not be transferred outside the UK unless it is in accordance with Condition 2.6.6. |
| Nature of the Processing | [TBC] |
| Purposes of the Processing | [TBC] |
| Type of Personal Data to be Processed | [TBC] |
| Categories of Data Subjects | [TBC] |
| Plan for the return and/or destruction of the data once the processing is complete UNLESS requirement under Law to preserve that type of data | [TBC] |

Part 2

1. The definitions set out below for the following terms shall be used in this UK GDPR Schedule:

| | |
|---------------------|--|
| Data Security Event | means any event that results or may result in unauthorised access to Personal Data held by you under the Award of Funding , and/or actual or potential loss and/or destruction of Personal Data in breach of this Award of Funding including any Personal Data Breach (as defined in the UK GDPR); |
|---------------------|--|

| | |
|-----------------------------------|--|
| Data Protection Impact Assessment | means an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data; |
| Data Protection Legislation | all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the DPA 2018 (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and the guidance and codes of practice issued by the Commissioner and which are applicable to a party; |
| Data Subject Access Request | means a request made by or on behalf of a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data; |
| DPA 2018 | means the Data Protection Act 2018; |
| UK GDPR | means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data 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 of 2018; |
| Law | <p>means:</p> <p>(a) any applicable statute or proclamation or any delegated or subordinate legislation;</p> <p>(b) any applicable guidance, code of practice, direction or determination with which we and/or you are bound to comply to the extent that the same are published and publicly available or the existence or contents of them have been notified to you by us ; and</p> <p>(c) any applicable judgment or order of a relevant court of law which is a binding precedent in England and Wales,</p> <p>in each case in force or applicable in both England and Wales, or in Wales only;</p> |
| Party | means us or you, together ‘the Parties’ ; |
| Protective Measures | means appropriate technical and organisational measures which may include pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after |

| | |
|---------------|---|
| | an incident and regularly assessing and evaluating the effectiveness of the measures adopted by it; |
| Sub-Processor | means any third party appointed to Process Personal Data on your behalf in relation to the Award of Funding; |
| Business Days | means a day other than a Saturday, a Sunday, Christmas Day, Good Friday or a bank holiday in Wales under the Banking and Financial Dealings Act 1971. |

2. PROTECTION OF PERSONAL DATA

2.1 In this UK GDPR Schedule the following terms shall have the meaning given to them in the UK GDPR: **Controller, Processor, Data Subject, Personal Data, Process, Personal Data Breach, Data Protection Officer.**

2.2 The Parties acknowledge that for the purposes of the Data Protection Legislation we are the Controller and you are the Processor.

2.3 Unless otherwise required to do so by Law (in which case you shall inform us of that legal requirement before Processing, unless law prohibits such information on important grounds of public interest), the only Processing of Personal Data you are authorised to do is described in this UK GDPR Schedule or is the subject of prior written approval by us and may not be determined by you. You will not process the Personal Data for any other purpose or in a way that does not comply with this Award of Funding or the Data Protection Legislation. You must comply promptly with our written instructions requiring you to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.

2.4 You must notify us immediately if you consider that any of our instructions infringe the Data Protection Legislation.

2.5 You must provide all reasonable assistance to us in any on-going Data Protection Impact Assessment prior to and after commencing any Processing. Such assistance may, at our discretion, include:

2.5.1 a systematic description of the envisaged Processing operations and the purpose of the Processing;

2.5.2 an assessment of the necessity and proportionality of the Processing operations in relation to the Purposes;

2.5.3 an assessment of the risks to the rights and freedoms of Data Subjects; and

2.5.4 a systematic description of the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

2.6 You must in relation to any Personal Data Processed in connection with your obligations under the Award of Funding:

2.6.1 process that Personal Data only in accordance with Condition 2.3 of this UK GDPR Schedule, unless you are required to do otherwise by Law. If you are so required you must promptly notify us before Processing the Personal Data unless prohibited by Law;

2.6.2 ensure that you have in place Protective Measures, which have been reviewed and approved by us as appropriate, to protect against a Data Security Event having taken account of the:

- (i) nature of the data to be protected;
- (ii) harm that might result from a Data Security Event;
- (iii) state of technological development; and
- (iv) cost of implementing any measures;

2.6.3 you must, where you are required under the Award of Funding to notify Data Subjects of the purpose and detail of the Processing to be undertaken, cooperate with us to agree an appropriate notice which complies with the Data Protection Legislation. The notice must have our prior written approval. You must not modify or alter the notice in any way without our prior written consent;

2.6.4 ensure that your Personnel do not Process Personal Data except in accordance with the Award of Funding;

2.6.5 ensure that you take all reasonable steps to ensure the reliability and integrity of any of your Personnel who have access to the Personal Data and ensure that they:

- (i) are aware of and comply with your obligations under the Conditions;
- (ii) are subject to appropriate confidentiality undertakings with you or any Sub-Processor;
- (iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by us or as otherwise permitted by the Award of Funding; and
- (iv) have undergone adequate training in the use, care, protection and handling of Personal Data;

2.6.6 not transfer Personal Data outside the UK unless our prior written consent has been obtained or Article 28(3)(a) of the UK GDPR applies.

2.6.7 At our written direction, delete or return Personal Data (and any copies of it) to us on expiry of the Award of Funding unless you are required by Law to retain the Personal Data.

2.7 Subject to Condition 2.8, you must notify us immediately if in connection with the Award of Funding you:

2.7.1 receive a Data Subject Access Request (or purported Data Subject Access Request);

2.7.2 receive a request to rectify, block processing or erase any Personal Data;

2.7.3 receive any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

2.7.4 receive any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Award of Funding;

2.7.5 receive a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

2.7.6 become aware of a Data Security Event.

2.8 Your obligation to notify under Condition 2.7 of this UK GDPR Schedule includes the provision of further information to us in phases without undue delay as details become available.

2.9 Taking into account the nature of the Processing, you must provide us with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Condition 2.7 of this UK GDPR Schedule (and insofar as possible within the timescales reasonably required by us) including by promptly providing us with:

2.9.1 full details and copies of the complaint, communication or request;

2.9.2 such assistance as we may reasonably request to enable us to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

2.9.3 at our request, any Personal Data you hold in relation to a Data Subject;

2.9.4 assistance as we may reasonably request following any Data Security Event;

2.9.5 assistance as we may reasonably request with respect to any request from the Information Commissioner's Office or any consultation by us with the Information Commissioner's Office.

2.10 You must maintain complete and accurate records and information to demonstrate your compliance with this Condition 2 of this UK GDPR Schedule. This requirement does not apply where you employ fewer than 250 staff unless:

2.10.1 we determine that the Processing is not occasional; or

2.10.2 we determine the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Articles 10 of the UK GDPR; or

2.10.3 we determine that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.

2.11 You must allow for audits of your Data Processing activity by us or our designated auditor.

2.12 You must designate a data protection officer if required by the Data Protection Legislation.

2.13 Before allowing any Sub-Processor to Process any Personal Data related to the Award of Funding you must:

2.13.1 notify us in writing of the intended Sub-Processor and Processing;

2.13.2 obtain our prior written consent;

2.13.2 enter into a written agreement with the Sub-Processor which gives effect to the terms set out in this Condition 2 of this UK GDPR Schedule such that they apply to the Sub-Processor; and

2.13.3 provide us with such information regarding the Sub-Processor as we may reasonably require.

2.14 You shall remain fully liable for all acts or omissions of any Sub-Processor.

- 2.15 We may at any time on not less than 30 Business Days' notice revise this Condition 2 of this UK GDPR Schedule 6 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Award of Funding).
- 2.16 The Parties agree to take account of any guidance issued by the Information Commissioner's Office and other guidance where relevant. We may on not less than 30 Business Days' notice to you amend the Award of Funding to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 2.17 For the avoidance of doubt, nothing in the Award of Funding shall relieve you of your own direct responsibilities and liabilities under the Data Protection Legislation.
- 2.18 You agree to indemnify and keep us indemnified against all claims and proceedings and all liability, loss, costs and expenses incurred in connection therewith by us as a result of any claim made or brought by any individual or other legal person in respect of any loss, damage or distress caused to that individual or other legal person as a result of your unauthorised processing, unlawful processing, destruction of and/or damage to any Personal Data process by you, your employees or agents in your performance of the Award of Funding or as otherwise agreed between the Parties.
- 2.19 The provisions of this Condition 2 of this UK GDPR Schedule shall apply during the continuance of the Award of Funding and indefinitely after its expiry.

Schedule 8
Subsidy Control
[to be confirmed]

TWO SIGNATORIES ARE REQUIRED

We declare we are duly authorised to accept the award of Funding relating to the Tidal Lagoon Challenge and the Conditions relating to the Funding.

_____ Signature
An authorised signatory of [***Name of Funding Recipient***]

_____ Name

_____ Job Title

_____ Signature
An authorised signatory of [***Name of Funding Recipient***]

_____ Name

_____ Job Title

Effective date: