



Llywodraeth Cymru  
Welsh Government

[REDACTED]

5 July 2019

Dear [REDACTED]

### **Award of Funding in relation to Community Energy Wales**

#### **1. Award of Funding**

- (a) We are pleased to inform you that your Application has been successful and funding of up to £76,326 (Seventy six *thousand three hundred and twenty-six pounds*) ("the Funding") is awarded to you for the Purposes (as defined in Condition 4(a)).
- (b) The Funding relates to the period 1 April 2019 to 31 March 2020 and must be claimed in full by 31 March 2020 otherwise any unclaimed part of the Funding will cease to be available to you.
- (c) 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 State Aid**

- (a) This award of Funding is made on and subject to the Conditions and under the authority of the Minister for Environment, Energy & Rural Affairs, one of the Welsh Ministers, acting pursuant to sections 70 and 71(1) of the Government of Wales Act 2006.
- (b) You must comply with the European Commission's State Aid Rules. Further details of the specific State Aid Rules applicable to the Purposes and the identification numbers of any relevant State Aid approvals are contained in Schedule 5. You are responsible for ensuring that the Purposes are delivered in line with the State Aid criteria upon which the Funding is awarded.

### 3. Interpreting these Conditions

Any reference in these Conditions to:

'you', 'your' is to COMMUNITY ENERGY WALES – YNNI  
CYMUNEDOL CYMRU CR No. 08069668, [REDACTED]

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

'Welsh Government Official' is to

[REDACTED]  
Welsh Government  
Crown Buildings  
Cathays Park  
Cardiff  
CF10 3NQ  
Tel: [REDACTED]  
Email: [REDACTED]

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

'Project Manager' is to

[REDACTED]  
Community Energy Wales  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

'Application' is to your business plan dated 2019 provided by email  
3<sup>rd</sup> May 2019;

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

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

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

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

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

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

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

**'State Aid Rules'** is to the rules set out in Articles 107 to 109 of the Treaty on the Functioning of the European Union (or in those Articles that may succeed Articles 107 to 109), secondary legislation including frameworks, guidelines and block exemptions produced by the European Commission derived from Articles 107 to 109, case law of the European Courts and decisions of the European Commission regarding the application of Articles 107 to 109; and

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

#### 4. What you must use the Funding for

- (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 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: (1) party political purposes; (2) the promotion of particular secular, religious or political views; (3) gambling; (4) pornography; (5) offering sexual services; (6) purchasing capital equipment (other than as specified in the Purposes); (7) your legal fees in relation to this letter; (8) Costs Incurred or costs incurred and defrayed by you in the delivery of the Purposes prior to the period referred to in Condition 1 (b); (9) any kind of illegal activities; or (10) any kind of activity which in our opinion could bring us into disrepute.

## **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 the signatories who have signed this letter on your behalf are duly authorised to do so;
  - (iii) documentary evidence that you have appropriate systems in place to undertake due diligence before utilising any part of the Funding to provide a grant to or procure any goods or services from third parties;
  - (iv) the completed Assurance Statement;
  - (v) Evidence listed in Schedule 2
- (b) Where you are required to provide information and documentation to us as evidence that you have satisfied a particular pre-condition, Condition or in support of a claim, the information and documentation must be in all respects acceptable to us. We reserve the right to reject any information and documentation which is for any reason not acceptable to us.

## **6. How to claim the Funding**

- (a) The Funding will be paid to you quarterly in advance as detailed in the Payment Profile.
- (b) You must claim the Funding in accordance with the dates set out in the 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 current claim pro-forma (which is available from the Welsh Government Official) and attach
  - i) the evidence requested in Schedule2;
  - ii) confirmation that you are operating in all respects in accordance with your constitution; confirmation that you are operating in all respects in accordance with your constitution; and
  - iii) confirmation that you have appropriate systems in place to undertake due diligence before utilising any part of the Funding to provide a grant to or procure any goods or services from third parties;



- (e) Any unspent Funding from the previous quarter will be offset against the next payment of Funding even if this results in you not receiving the total amount of Funding.
- (f) We will aim to pay all valid claims as soon as possible and typically within 28 days.

## **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 whether or not it relates to the Funding has occurred or is occurring or is likely to occur. You must also participate in such fraud prevention initiatives as we may require from time to time.
- (b) comply with all applicable domestic, EU or international laws or regulations or official directives;
- (c) 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;
- (d) put in place and maintain appropriate systems to undertake due diligence before utilising any part of the Funding to provide a grant to or procure any goods or services from third parties;
- (e) 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 these Conditions;
- (f) 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.

## **8. Declarations**

You declare that:

- (a) you have the power to enter into and to perform the obligations set out in these Conditions and you have taken all necessary action to authorise the entry into and performance of the obligations under these Conditions;

- (b) no litigation or arbitration is current or pending or, so far as you are aware, threatened, which have or could have an adverse effect on your ability to perform and comply with any of these Conditions;
- (c) the information contained in your Application is complete, true and accurate;
- (d) 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;
- (e) you have discussed and agreed the Targets with us and you are confident that they are realistic and achievable;
- (f) 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 consider that the Notification Event is not capable of remedy or (ii) if we consider 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 reasonable efforts we have been unable to discuss the Notification Event with you; or
  - (ii) we notify you that the Notification Event is not capable of remedy; or
  - (iii) a course of action to address the Notification Event is not agreed with you; or
  - (iv) a course of action to address 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); 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 by notice to you:
- (i) withdraw the award of Funding; and/or
  - (ii) require you to repay all or part of the Funding immediately; 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 these 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 28 days of the date of our demand. If applicable, you must pay interest on any overdue repayments (on a compound basis) in accordance with the State Aid Rules.

## **10. Monitoring requirements**

You must:

- i) 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;
- ii) meet with the Welsh Government Official and such other of our representatives as we may from time to time reasonably require;
- iii) 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.

### **a. Audit Requirements**

i. You must:

- (i) maintain clear accounting records identifying all income and expenditure in relation to the Purposes;
- (ii) without charge, permit any officer or officers of the Welsh Government, Wales Audit Office or European Commission 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, Wales Audit Office or the European Commission or any officer, servant or agent of any of the above;

(iii) retain this letter and all original documents relating to the Funding until we inform you in writing that it is safe to destroy them;

- (b) Under paragraph 17 of Schedule 7 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. He and his 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 his staff may exercise this right at all reasonable times.

## **12. Third party obligations**

- (a) Nothing in the Conditions imposes any liability on us in respect of any liability incurred by you to any third party (including, without limit, 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.

## **13. Intellectual property rights and publicity**

- (a) Nothing in these 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 working 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.

#### **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 General Data Protection Regulation (Regulation (EU) 2016/679) (the "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 <https://beta.gov.wales/privacy-notice-welsh-government-grants>
- (d) Please refer to Schedule 7 which provides details of your obligations in respect of the GDPR.

#### **15. Buying goods and services**

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 achieved best value in the use of public funds.

#### **16. Giving notice**

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

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

***"Notice in relation to funding for Community Energy Wales".***

- (b) The address and contact details for the purposes of serving notice under these 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 working day after the date of posting.

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

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

**17. Equal opportunities**

You must apply a policy of equal opportunities as employers, as users of volunteers, and as providers of services, regardless of race, gender/gender identification, sexual orientation, religion and belief, age or any disability.

**18. Welsh language**

- (a) 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. Where they are provided in both Welsh and English 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.
- (b) For advice on providing services bilingually and in accordance with the Conditions please contact the Welsh Language Commissioner's Hybu team:  
<http://www.comisiynyddygymraeg.cymru/hybu/en/home/Pages/home.aspx>

## **19. Sustainability**

Your use of the Funding must (where reasonably practicable) meet the Welsh Government's current agenda for sustainable development and the environment.

## **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, these 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 these Conditions is deemed to be or becomes 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 these 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 these Conditions must be in writing and signed by us and you in the same manner as this letter.
- (d) You may not assign or otherwise dispose of in any way your rights, benefits, obligations or duties under these 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 these Conditions.
- (g) These Conditions 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.
- (h) 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.

## **22. How to accept this offer 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 within 14 days of the date of this letter, or this award of Funding will automatically be withdrawn.

Yours faithfully

  
Signed by  under authority of the Minister for Environment, Energy & Rural Affairs, one of the Welsh Ministers

## **SCHEDULE 1**

### **The Purposes**

The Purpose of the Funding is to support Community Energy Wales in accelerating the growth of the development of community energy projects by bringing renewable energy assets into community ownership; developing projects in the absence of a community group or where capacity of the group is limited, and facilitating shared ownership opportunities.

## SCHEDULE 2 The Targets

Description of the target	Date by when it should be achieved?	Evidence required
Identify and develop future opportunities for shared ownership projects.	March 2020	Statement of Understanding between CEW and Developer
Look to identify potential Community Energy projects in partnership with our members to increase the potential capacity of community energy projects in Wales.	March 2020	List of projects and their status
Develop close working relationships with the public sector, housing associations and private sector to identify and develop opportunities for community energy projects.	March 2020	Increase in membership to CEW
Continue to deliver Energy Local in Wales with a further 10 clubs set up this year and a further 10 in development.	March 2020	Energy Local Portal
Continue to develop the shared ownership scheme at Alwens Forest	March 2020	Co-operation agreement signed
Start work preparing for the community consultation contract with Innogy.	Jan 2020	Preparing for contract of work with Innogy and member of staff recruited
Deliver a members' survey to identify the priorities for services that could support your members.	August 2020	Survey, report on findings and action plan to deliver
Deliver a series of events highlighting the best opportunities to develop projects moving forward.	March 2020	2 events including attendee list

Continue to work with the Welsh Government to create an environment in Wales where community energy can thrive.	March 2020	Minutes of meetings with WG
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### **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 under European Law (whether under State Aid Rules or otherwise);
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, the European Commission or the European Court of Auditors, or any of their 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 [whilst the Purposes are/were being carried out];
8. we have made an overpayment of Funding to you;
9. any declaration 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;
10. there has been a modification (qualification, adverse or disclaimer) to the auditor's opinion on your financial statements;
11. any petition is presented or resolution passed or other action taken for your bankruptcy or winding-up or a petition is presented for an administration order against you;
12. a receiver or an administrative receiver is appointed in respect of you or in respect of all or any part of your assets;
13. a moratorium in respect of all or any of your debts or a composition or an agreement with your creditors is agreed, applied for, ordered or declared;

14. you are unable, or admit in writing your inability, to pay your debts as they fall due;
15. any distress, execution, attachment or other process affects any of your assets;
16. a statutory demand is issued against you;
17. you cease, or threaten to cease, to carry on all or a substantial part of your business;
18. there is a change in your constitution, status, control or ownership and/or your external auditors resign;
19. 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;
20. 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 these Conditions.

**SCHEDULE 4**  
**Payment Profile**

<b>Instalment Number</b>	<b>Amount of Instalment</b>	<b>Earliest Date for claim</b>	<b>Last date for claim</b>	<b>Documents which must accompany claim pro-forma</b>
1	£31,500	Date letter signed by applicant	1 <sup>st</sup> of September 2019	Invoices
3	£15,750	1 <sup>st</sup> of September 2019	1 <sup>st</sup> of December 2019	Invoices
4	£15,750	1 <sup>st</sup> of December 2019	1 <sup>st</sup> of March 2019	Invoice



## SCHEDULE 5 State Aid

### De Minimis Special Conditions

Of this grant £76,326 has been awarded in line with Commission Regulation (EC) No 1407/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to *de minimis* aid  
<http://eurlex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2013:352:0001:0008:EN:PD>  
E

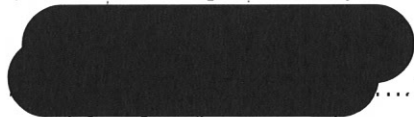
The value of the De Minimis aid is / is estimated to be €85027.16. You will need to declare this De Minimis aid to any other aid awarding body who requests information from you on how much De Minimis aid you have received.

### De Minimis Declaration

I acknowledge that:

- this offer of assistance constitutes De Minimis aid under Commission Regulation 1407/2013 (De Minimis Aid Regulation) as published in the Official Journal of the European Union on 24 December 2013;
- any De Minimis aid provided to me by you will be relevant if I wish to apply, or have applied, for any other De Minimis aid;
- the value of the aid under this offer is €88401.67;
- I will need to declare this amount to any other aid awarding body who requests information from me on how much De Minimis aid I have received during the current fiscal year and the previous two fiscal years;
- for the purposes of the De Minimis Aid Regulation, I must retain this letter for 3 years from the date on this letter and produce it on any request by the UK public authorities or the European Commission; and
- I may need to keep this letter longer than 3 years for other purposes.

Sign  
Print name  
Date



10/7/19

## 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.

<p>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.</p>	<p><u>Yes</u></p> <p>Further details can be provided in the table below</p>
<p>Please name the personnel within your organisation who has/have specific responsibility for financial management in respect of the Purposes.</p>	<p>Name: [REDACTED]</p> <p>Position: [REDACTED]</p>
<p>Who is responsible for the supervision of the personnel named above?</p>	<p>Name: [REDACTED]</p> <p>Position: [REDACTED]</p>
<p>You declare that your employees, officials, directors, trustees and board members:</p> <ul style="list-style-type: none"> <li>where applicable, fully understand their duties and responsibilities under the relevant legislation relating to companies and charities;</li> <li>have sufficient knowledge about governance issues to carry out their roles in a manner which is fully compliant with the relevant legislation;</li> <li>properly scrutinise and oversee the work of those with primary responsibility for your financial management.</li> </ul>	
<p>Please provide details of <b>any other</b> 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.</p>	



## SCHEDULE 7

### Requirements of the GDPR

#### Part 1

Description	Detail
<b>Legal Basis for Processing</b>	Providing support to community renewable projects and recruiting members
<b>Subject Matter Of The Processing</b>	Personal data to be processed is personal contact information relating to individuals who become members of the Community Energy Wales or request support from Community Energy Wales
<b>Duration of the Processing</b>	1 April 2019 – 31 March 2020
<b>Location of Processing</b>	The data must be processed within the European Economic Area.
<b>Nature of the Processing</b>	Personal data will be collected and stored by Community Energy Wales to enable members to be contacted and to keep appropriate project records.
<b>Purposes of the Processing</b>	Personal data will be processed for the purposes of Community Energy Wales undertaking their business objectives [
<b>Type of Personal Data to be Processed</b>	Name, address, email, telephone number, company bank details
<b>Categories of Data Subjects</b>	Individual and staff related to renewable energy projects who are members of Community Energy Wales
<b>Plan for the return and/or destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data</b>	The data will be destroyed in line with Community Energy Wales' policy on data handling.

#### Part 2

1. The definitions set out below for the following terms shall be used in this Schedule 7:

<b>Data Loss Event</b>	means any event that results or may result in
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	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 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	the GDPR, the DPA, the LED and any applicable national implementing Legislation as amended from time to time, the DPA 2018 (subject to Royal Assent) to the extent that it relates to Processing of Personal Data and privacy and all applicable laws and regulations relating to Processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
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;
GDPR	means the General Data Protection Regulation (Regulation (EU) 2016/679);
LED	means the Law Enforcement Directive (directive (EU) 2016/679);
Law	means: <ul style="list-style-type: none"> <li>(a) any applicable statute or proclamation or any delegated or subordinate legislation;</li> <li>(b) any enforceable community right within the meaning of section 2(1) European Communities Act 1972;</li> <li>(c) 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</li> <li>(d) any applicable judgment or order of a relevant court of law which is a binding precedent in England and Wales,</li> </ul>

	in each case in force or applicable in both England and Wales, or in Wales only;
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 matter 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 relation to the Award of Funding;
Working 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 Schedule 7 the following terms shall have the meaning given to them in the 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 The only Processing of Personal Data you are authorised to do is described in this Schedule 7 or is the subject of prior written approval by us and may not be determined by you.

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 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 Schedule 7, 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 Loss Event having taken account of the:

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

2.6.3 you must, where you are required 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.

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 of the EU unless our prior written consent has been obtained and the following conditions are fulfilled:

(i) we or you have provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by us;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) you comply with your obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if you are not so bound, you must assist us in meeting our obligations); and

(iv) you comply with any reasonable instructions notified to you in advance by us with respect to the Processing of the Personal Data;

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 Loss Event.

2.8 Your obligation to notify under Condition 2.7 of this Schedule 7 includes the provision of further information to us in phases, 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 Schedule 7 (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 Loss 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 Schedule 7. 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 GDPR or Personal Data relating to criminal convictions and offences referred to in Articles 10 of the 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 Schedule 7 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 Working Days notice revise this Condition 2 of this Schedule 7 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. We may on not less than 30 Working 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 Schedule 7 shall apply during the continuance of the Award of Funding and indefinitely after its expiry].

**TWO SIGNATORIES ARE REQUIRED**

We hereby accept the award of Funding to Community Energy Wales and the Conditions relating to the Funding

[Redacted Signature]

Signature

An authorised signatory of **Community Energy Wales**

[Redacted Name]

Name

[Redacted Job Title]

Job Title

10/7/19

Date

[Redacted Signature]

Signature

An authorised signatory of **Community Energy Wales**

[Redacted Name]

Name

[Redacted Job Title]

Job Title

10/7/19

Date