

Collaborative Growth Programme

Phase One:
Sample Letter of Offer



Ref:**LoO: Letter of Offer number****Date Letter of Offered is issued****Address of Lead Company**

Dear Sir,

PROJECT TITLE: Collaborative Growth Programme: NAME OF PROJECT/NETWORK.

The Financial Assistance made available in this letter of offer is state aid under **Commission Regulation (EU) No. 651/2014** of 17 June 2014 (the “General Block Exemption”), Article 28 Innovation aid for SMEs, state aid notification no SA.40270.

1 FINANCIAL ASSISTANCE

Invest Northern Ireland (“**Invest NI**”) is prepared, subject to the terms and conditions set out in this letter, which is to take effect as a deed, to make available to **Lead Company of Network (Company Number NIXXXXX) (“the Client”)** the following Financial Assistance as listed below, to be held on trust for all of the Members in equal shares and used in accordance with the terms of this letter for the purposes of facilitating the Project at/from the Business Premises: **Address of Lead Company.**

- 1.1** A Collaborative Growth Programme grant (not exceeding **£ XX,XXX**) of 100% of vouched and approved expenditure (“**Financial Assistance**”) as per the provisions of the Collaborative Growth grant annex (“**Grant Annex**”).

2 DEFINITIONS USED IN THIS LETTER

Expressions in this letter (including the annexes) shall have the meanings set out in the Definitions Annex.

3 REFERENCES AND INCORPORATION OF ANNEXES

References to any paragraphs or sub-divisions of a paragraph are references to paragraphs and subdivisions of paragraphs in this letter.

References to any enactment, including any subordinate legislation made pursuant to any enactment, are to be construed as referring also to any amendment or re-enactment thereof.

Any annexes to this letter shall be deemed to be incorporated in and form part of this letter and references in this letter to any provisions of this letter shall be deemed to include, where the context so admits or requires, references to provisions of the annexes.

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4 PRE-CONDITION(S)

As a pre-condition to the Financial Assistance the following condition(s) must be fulfilled and documentary evidence of their fulfilment, to the satisfaction of Invest NI, should be forwarded to Invest NI's Skills and Competitiveness Division, Bedford Square, Bedford Street, Belfast, BT2 7ES **WITHIN 1 CALENDAR MONTH** from the date of issue of this letter. In the event that such condition(s) are not satisfied by that date, the offer of Financial Assistance may be withdrawn without further notice:

- 4.1 The Client shall confirm in writing the names and contact details of all Members who are party to the Project covered by this Letter of Offer at the date of issue of this Letter.
- 4.2 The Client shall procure that each Member referred to by paragraph 4.1 agrees to adhere to the Smart Objectives Annex, the Grant Annex, the Rules Annex and (to the extent it is available) the Project Plan, such adherence to be evidenced by a letter of adherence in a form prescribed by Invest NI from time to time which is signed and dated by each Member and provided to Invest NI for its records

5 GENERAL CONDITIONS

5.1 The Project

The Client shall diligently implement and complete the Project and ensure that the Financial Assistance shall be applied to the Project in accordance with, the Smart Objectives Annex, the Grant Annex, the Rules Annex and the Application Form.

The Client shall hold the Financial Assistance on trust for all of the Members in equal shares, to be used solely for the purposes of facilitating the Project and in accordance with the terms of this letter.

The Client shall ensure that any persons or entities joining the Collaborative Growth Network after the date of issue of this letter shall agree to adhere to the Smart Objectives Annex, the Grant Annex, the Rules Annex and (to the extent it is available) the Project Plan, such adherence to be evidenced by a letter of adherence in a form prescribed by Invest NI from time to time which is signed and dated by each Member and provided to Invest NI for its records.

5.2 Facilitator & Contractual Requirements

The Client, on behalf of the Collaborative Growth Network, shall contract the services of an independent facilitator to carry out the Project in line with the objectives outlined in the attached Smart Objectives Annex and facilitate the Collaborative Growth Network to determine clear business solutions to individual and group needs ("Facilitator"). The Facilitator must be independent of, and acceptable to, all Members at the time of its appointment. The appointment of the Facilitator must be carried out with reference to an appropriate selection process, to the satisfaction of Invest NI.

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Subject to compliance with data protection legislation and regulation, the Client shall furnish Invest NI with such information in relation to the Facilitator contracted by the Client, on behalf of the Collaborative Growth Programme Name of Network, as Invest NI from time to time may reasonably require in order to establish compliance by the Client with the requirements of this letter.

5.3 Financial and other information

The Client shall furnish Invest NI with:

5.3.1 a Scoping Study report in line with those objectives set out in the Smart Objectives Annex within four weeks of the end date of the Project (as defined in paragraph 2.1 of the Grant Annex). Such report must be to the satisfaction of Invest NI and all members of the Collaborative Growth Network.

5.3.2 monthly timesheets, to the satisfaction of Invest NI, detailing the amount of time spent by each Member engaging in genuine collaboration related to project tasks as outlined in the Smart Objectives Annex;

5.3.3 such financial and other information as Invest NI may from time to time reasonably require;

5.3.4 such information as may be required by the Commission.

5.4 Matters requiring consent of Invest NI

The Client shall not without the prior written consent of Invest NI, such consent not to be unreasonably withheld or delayed:

5.4.1 change the activities described in the definition of the Project; or

5.4.2 transfer, sell, lease, loan or otherwise dispose of the whole or a substantial part of its undertaking, property or assets (whether by a single transaction or a number of transactions) except for stock in trade disposed of in the usual course of trading as now conducted by the Client and for the purpose of carrying on its business; or

5.4.3 assign or in any way encumber any rights to receive Financial Assistance or other benefit or entitlement under this letter; or

5.4.4 grant any form of security to any third party over the whole or any part of its undertaking, property or assets; or

5.4.5 allow any other person or company, other than the Client and the Members, to be entitled to participate in or have the benefit of the Financial Assistance or permit any commission, profit sharing or other arrangements under which any other person or company shall benefit from the Financial Assistance; or

5.4.6 undertake any form of sponsorship, international travel or any form of public relations in relation to the Project; or

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5.4.7 lend money to or guarantee the performance of the contracts or obligations of any other company, firm, person or third party, or give any indemnity of any kind other than in the ordinary course of business as now carried on by the Client.

5.5 Intellectual Property

The Client shall use its best endeavours to ensure that an appropriate Consortium/Intellectual Property Rights (IPR) Agreement is established in respect of all collaborative projects resulting from the Project.

5.6 Post Project Evaluation Reports

The Client, on behalf of the Collaborative Growth Network, shall furnish a report(s) on the commercial and/or other outcome of any product, process or service arising as a result of the collaborative project as Invest NI may from time to time reasonably require.

5.7 Recognition of Funding

The Client shall ensure that all Project outputs (written or electronic) shall acknowledge the funding of the Project by Invest NI and shall display the Invest NI logo.

5.8 State Aid Implications

The Programme operates on the basis of the Client receiving and holding any and all Financial Assistance on trust for all of the Members. Therefore, and only for the administrative purpose of calculating levels of aid allocated to any one undertaking under 100% funded Article 28 schemes, each Member shall be deemed to have benefited in an amount equal to an equal share of the Financial Assistance, outlined further in the Rules Annex.

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6 DEFAULT

Any of the following circumstances shall constitute an Event of Default:

- 6.1 the Client or any of its officers or employees (whether or not in the course of their employment) or a Member or any of its officers or employees (whether or not in the course of their employment) acts in any manner which in the opinion of the Invest NI brings or is likely to bring the Collaborative Growth Name of Network or Invest NI into disrepute or is materially adverse to the interests of either of them;
- 6.2 in the reasonable opinion of Invest NI, the Project has been abandoned;
- 6.3 the Client ceases to carry on its business or substantially the whole of its business otherwise than in the reasonable opinion of Invest NI by way of temporary cessation of business;
- 6.4 the Client, in the reasonable opinion of Invest NI, has permanently discontinued business activities at all or any of the Business Premises;
- 6.5 any information provided by the Client or any officer of the Client to Invest NI in support of the Client's application for the Financial Assistance, or otherwise in connection with the purposes or conditions of this letter, is misleading, incomplete or incorrect in any respect which is Material to Invest NI;
- 6.6 the Client fails to pay or repay to Invest NI any sum due to Invest NI when it becomes due under this letter or otherwise;
- 6.7 an order is made or a resolution is passed or a petition is presented for the winding-up of the Client or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the Client.
- 6.8 an order is made for the appointment of an administrator to manage the affairs, business and property of the Client or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Client or notice of intention to appoint an administrator is given by the Client or its directors or by a qualifying floating charge holder (as defined in paragraph 15 of Schedule B1 to The Insolvency (Northern Ireland) Order 1989);
- 6.9 a receiver is appointed of any of the Client's assets or undertaking or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Client or if any other person takes possession of or sells the Client's assets;

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- 6.10** the Client proposes or enters into a voluntary arrangement or composition with its creditors or makes any arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for a moratorium seeking protection from its creditors in any way and/or a distress or execution order is levied or if Enforcement of Judgments Office proceedings are commenced against any of the property of the Client or any similar proceedings are commenced in another jurisdiction;
- 6.11** the Client becomes bankrupt or where the Client is a partnership any partner in the business becomes bankrupt and/or the Client is unable to pay its debts within the meaning of Article 103 of The Insolvency (Northern Ireland) Order 1989 or any statutory modification or re-enactment thereof;
- 6.12** the Client is in breach of any of its obligations under this letter and such breach is incapable of remedy or, if capable of remedy, remains unremedied for a period of 30 days after written notice by Invest NI. (For the purposes of this provision, where an obligation specifies a time within which or by a thing is to be done, a breach of that obligation shall not be treated as incapable of remedy for the reason only that the thing is not done within or by the specified time);
- 6.13** there is a breach by the Client of any undertaking to which paragraph 4 refers;
- 6.14** control of the Client passes to any person or persons (including institutions and companies) either acting individually or in concert where Invest NI has not given prior agreement to the change of control ("control" having the meaning ascribed thereto in relation to a body corporate by Article 4 of The Insolvency (Northern Ireland) Order 1989);
- 6.15** the Client breaches, or fails to comply with, any of the requirements contained in paragraphs 5.1 or 5.2 of this letter.

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7 STOPPING OF PAYMENTS OF FINANCIAL ASSISTANCE

7.1 Without prejudice to any other rights of Invest NI under this letter Invest NI shall be under no obligation to make any payment(s) or any further payment(s) of the Financial Assistance to the Client if:

7.1.1 an Event of Default has occurred; or

7.1.2 the Client is in breach of any of its obligations under this letter (whether or not constituting an Event of Default), including without limitation any failure to furnish financial reports or other information within the time limits specified in paragraph 5; or

7.1.3 in the reasonable opinion of Invest NI there has been Material and adverse change in the business, assets or other circumstances of the Client.

7.2 In any case where a breach by the Client of its obligations under this letter is capable of remedy and is remedied within 30 days of written notice by Invest NI; and such breach is the sole reason for the exercise of Invest NI's right to cease making payments of the Financial Assistance; Invest NI shall reinstate the making of payment of the Financial Assistance.

8 STOPPING OF PAYMENTS OF FINANCIAL ASSISTANCE

If an Event of Default occurs the Client shall on demand by Invest NI repay to Invest NI the aggregate sum of all payments of Financial Assistance (including any payment of Financial Assistance made in advance, in accordance with paragraph 1.2) made to the Client ("the aggregate sum") in relation to this Project, in the five year period prior to such event, less any part of the aggregate sum which may have been repaid under any other provision of this letter, or such lesser amount as Invest NI may determine.

9 DURATION

This letter other than **paragraph 5.2** and **paragraphs B, G and H of the Terms and Conditions Annex** shall remain in force for a period of five years from the date of the last payment of Financial Assistance ("**the termination date**") but without prejudice to any claim or right arising out of any breach of any obligation under this letter occurring before the expiry of such period.

10 FAILURE TO INITIATE THE PROJECT

If by the end of the period of 12 months from the date of this letter the Client has not initiated the Project then Invest NI shall automatically cease to have any obligations under this letter.

11 DATA PROTECTION

Each member shall ensure that it complies with the requirements of all Data Protection Legislation in force from time to time relating to the use of personal data in delivery of the Project.

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12 ACCEPTANCE

This letter is issued in duplicate and if the Client is prepared to accept the offer on the terms and conditions set out in this letter, acceptance should be indicated below, and one complete letter returned to Karen McLaverty Invest NI, Skills and Competitiveness Division, Bedford Square, Bedford Street, Belfast, BT2 7ES.

13 AVAILABILITY

The foregoing offer shall remain open for a period of one calendar month from the date of this letter and if not accepted in the manner referred to above and received by Invest NI, within that time, it shall be deemed to have been withdrawn.

14 CONTACTS IN INVEST NI

- 14.1** The Collaborative Growth Programme Executive controlling this case is **Name of Contact** at Invest NI at our Bedford Street office.
- 14.2** Any initial queries regarding the terms and conditions of this letter should be addressed to the Collaborative Growth Programme Executive. Queries relating to claims and payments should be addressed to our Skills and Competitiveness Division, Bedford Square, Bedford Street, Belfast, BT2 7ES.

Yours faithfully
FOR AND ON BEHALF OF
INVEST NORTHERN IRELAND

Name of Invest NI contact
COLLABORATIVE GROWTH PROGRAMME EXECUTIVE
SKILLS AND COMPETITIVENESS DIVISION

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FORM OF ACCEPTANCE – LoO Reference No
Ref: Collaborative Growth Programme – Name of project/network

Name of Lead Company (“The Client”), whose registered office is situated at Address of Lead Company accepts this offer of Financial Assistance on the terms and conditions set out in this letter and on the understanding that the Client is responsible for providing or generating any further finance needed for the Project after taking into account the funding as set out in this letter.

Dated this _____ day of _____ 20__

SIGNED and DELIVERED as a deed by name of Lead Company

acting by _____ Director/Member

_____ (PRINT NAME)

NOTE:

Please do not detach this form of acceptance from the letter (one complete original letter should be signed and dated and returned to Invest NI). Please quote your reference number and letter number on all correspondence to Invest NI.

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DEFINITIONS ANNEX

The following definitions shall apply throughout this letter:

“Application Form” means the application form dated XXXX and submitted to Invest NI by the Client and approved by Invest NI in support of the Client’s application for the Financial Assistance setting out details of the Project and its implementation and completion and includes any variation or amendments approved by Invest NI and the Client;

“Business Premises” means the premises occupied/to be occupied by the Client at Address of Lead Company and any other Northern Ireland premises deemed acceptable to Invest NI, including any additions, extensions or modifications thereto;

“Collaborative Growth Network” means a group of businesses and stakeholders (each, a Member) who agree to work together for mutual benefit, which could include sharing resources, developing new products and new markets in relation to the Project;

“Commission” means the Commission of the European Union;

“Data Protection Legislation” means; (i) the General Data Protection Regulation (Regulation (EU) 2016/679); the Law Enforcement Directive (Directive (EU) 2016/680) and any applicable national implementing Laws as amended from time to time (ii) the Data protection Act 2018 to the extent that it relates to a processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy.

“Event of Default” means any of the events specified in paragraph 6;

“Facilitator” shall have the meaning set out in paragraph 5;

“Financial Assistance” means the Financial Assistance specified in paragraph 1 or any such part or parts thereof as the context requires;

“Initiated the Project” means fulfilment of the pre-conditions referred to in paragraph 4 of this letter;

“Material” means where the context permits, anything which in the reasonable opinion of Invest NI, might have a significant or serious effect on the Project;

“Members” means the list of persons who have agreed to collaborate in relation to the Project, as set out in the Application Form, as that list of persons may change from time to time in accordance with the Rules Annex (each, a Member) and Membership shall be construed accordingly;

“Project” means the introduction, maintenance and completion of actions of the nature described in the Business Plan and the targets and outputs specified in the Smart Objectives Annex in respect of the Client’s business of Network Facilitation at/from the Business Premises.

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SMART OBJECTIVES ANNEX

On behalf of the **Name of Network / Project**, the **Lead Company** will report to Invest NI at regular intervals (as agreed in advance with Invest NI), against the following Objectives:

- 1.
- 2.
- 3.
4. etc

In order to address the objectives detailed above, the Network proposes to carry out the following activities:

- 1.
- 2.
- 3.
4. etc

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THE COLLABORATIVE GROWTH PROGRAMME GRANT ANNEX

1 Claims

- 1.1 The grant shall be available from the date of this letter against written claims in Invest NI's standard form received no later than **XXXXXX** (Date is 3 months after the end of the project)
- 1.2 Claims shall be submitted to Invest NI at intervals of not less than 2 months, unless otherwise agreed in writing with Invest NI. All claims to be addressed to Invest NI Claims Team at 5th Floor, Bedford Square, Bedford Street, Belfast, BT2 7ES.
- 1.3 Final claims must be accompanied by a full, written report addressing the objectives outlined in the Smart Objectives Annex, said report to be acceptable to Invest NI.
- 1.4 Claims in respect of total grant amount exceeding £25,000 must be accompanied by an auditor's report in Invest NI's standard form. In any event Invest NI reserves the right to request from the Client an auditors' report to verify claims made under this letter.
- 1.5 All costs are exclusive of VAT where VAT is recoverable from HMRC.
- 1.6 All claims will be vouched and approved to the satisfaction of Invest NI.

2 Payment

- 2.1 To be considered for grant purposes, expenditure must be incurred and paid by the Client and/or a Member on or after the **start date of XXXX and no later than the end date of XXXX**.
- 2.2 The grant shall be payable against eligible expenditure, vouched and approved by Invest NI, primarily on the costs below and, in respect of the Final Claim, on the submission of a written Scoping Study report satisfactory to Invest NI:

Activity	Activity Code	Eligible Cost
Facilitation Labour Costs including administration	FC	
Travel (These costs are for Facilitator travel on study visits only; such visits must be agreed with Invest NI in advance; costs therein must be in line with Invest NI's standard travel/expenses policy)	T	
Total		
Grant Rate		100%

3 Repayment of Grant

The Client shall immediately inform Invest NI's Claims Inspection Branch of the occurrence of any Event of Default, as defined in this letter, which may result in a liability to repay grant.

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RULES ANNEX

1 Interpretation

1.1 The definitions and rules of interpretation in this paragraph apply in this Annex.

Application Form has the meaning ascribed to in the Definitions Annex of the Letter of Offer;

Business Day means a day other than a Saturday, Sunday or public holiday in Northern Ireland when banks in Belfast are open for business;

Control means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and **controls, controlled** and the expression **change of control** shall be construed accordingly;

Event of Insolvency means in relation to any Member: (i) if a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that Member (being a company) other than for the sole purpose of a scheme for a solvent amalgamation or solvent reconstruction; or (ii) if an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over that Member (being a company); or (iii) if the holder of a qualifying floating charge over the assets of that Member (being a company) has become entitled to appoint or has appointed an administrative receiver; or (iv) if a person becomes entitled to appoint a receiver over the assets of that Member or a receiver is appointed over the assets of that Member; or (v) if the Member (being an individual) is the subject of a bankruptcy petition or order; or (vi) if a creditor or encumbrancer of that Member attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of that Member's assets and such attachment or process is not discharged within 14 days; or (vii) if any event occurs, or proceeding is taken, with respect to that Member in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the foregoing events mentioned in (i) - (vi) (inclusive);

Facilitator has the meaning ascribed to it in the Definitions Annex of the Letter of Offer;

Group means in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company;

Group Company means in relation to a company, any member of its Group;

Input means in relation to a Member, the services, resources, manpower or other tangibles or intangibles that such Member provides in accordance with the [Project Plan] in relation to a Project, as set out in a Project Plan;

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Intellectual Property Rights means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Lead Member means the Member who has agreed to act as such for the purposes of the Project and who is named as the Client for the purposes of the Letter of Offer;

Letter of Offer means the letter of offer from Invest Northern Ireland to the Lead Member by which Invest Northern Ireland has agreed to make financial assistance available to the Lead Member to hold on trust for all of the Members for the purposes of facilitating the Project subject to its terms;

Members means the list of persons who have agreed to collaborate in relation to the Project, as set out in the Application Form, as that list of persons may change from time to time in accordance with this [Annex] (each, a **Member**) and **Membership** shall be construed accordingly;

Project means the project in respect of which the Members have agreed to collaborate in accordance with the terms of this Annex, as further described in the [Smart Objectives] Annex;

Project Period means, subject to earlier termination in accordance with this Annex, the period from commencement to completion of the Project;

Project Plan means a project plan setting out the respective Inputs of each of the Members in relation to the Project and the timetable against which those Inputs are to be undertaken and completed, such project plan to be based on the [Smart Objectives] Annex which is agreed between the parties and approved in writing in advance by Invest NI, as that Project Plan may be amended by agreement between the parties and approved in writing in advance by Invest NI.

- 1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.3 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

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- 1.4** A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee) by way of security or in connection with the taking of security, or (b) its nominee. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that: (a) references in sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.
- 1.5** Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6** Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7** A reference to any **Member** shall include that Member's personal representatives, successors and permitted assigns.
- 1.8** A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9** A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.10** A reference to **writing** or **written** includes fax and e-mail.
- 1.11** Any obligation on a Member not to do something includes an obligation not to allow that thing to be done.
- 1.12** Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13** Where there is a conflict between the terms and conditions of this Annex, and the Project Plan, the terms and conditions of this Annex shall prevail to the extent of the inconsistency.
- 1.14** Any reference to this Annex terminating shall, where the context requires, include a reference to this Annex terminating by completion of the Project or expiry.

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2 COLLABORATION

- 2.1** The Members shall during the Project Period collaborate and co-operate with each other in relation to the Project in accordance with the terms of this Annex.
- 2.2** The Members acknowledge and agree that, to qualify for the financial assistance set out in the Letter of Offer, the Membership must include, as a minimum, 4 Members (including the Lead Member, if need be) who qualify, against the criteria set by Invest Northern Ireland from time to time, as being Northern Irish businesses

3. EXISTING ARRANGEMENTS

- 3.1** Nothing in this Annex shall restrict any Member's right to continue to conduct its business activities or arrangements that existed as at commencement of the Project Period or that otherwise come into being outside the scope of the Project.
- 3.2** However, as the Members will be working together in relation to the Project where each Member may have access to information or Intellectual Property Rights of other Members, each Member acknowledges that such other Member will need to protect such information and Intellectual Property Rights in accordance with paragraph 8 and paragraph 11.

4. PROJECT

- 4.1** The Members agree that the terms of this Annex shall apply to the Project.
- 4.2** Unless terminated earlier in accordance with this Annex, the Project Plan shall have contractual effect during the Project Period.
- 4.3** Each Member shall in relation to the obligations allocated to it in the Project Plan:
- (a) perform such obligations, including by providing the Inputs in accordance with timeframes or milestones (if any) specified in the Project Plan;
 - (b) use all reasonable care and skill in performing such obligations;
 - (c) comply with good industry practice;
 - (d) comply with all laws applicable to it;
 - (e) obtain and maintain consents, licences and permissions (statutory, regulatory, contractual or otherwise) that are necessary to enable it to comply with such obligations;
 - (f) ensure that the Inputs it provides conform with descriptions and specifications (if any) set out in the Project Plan; and
 - (g) if on any other Member's premises, comply with that Member's health and safety and site regulations made known to it.

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4.4 Each Member shall ensure that it uses employees or agents in performing its obligations under the Project Plan who are suitably qualified and experienced

5. INFORMATION FLOW & PROJECT MANAGEMENT

5.1 To enable the Members to maximise the benefits of their collaboration, each Member shall:

(a) Engage with the Facilitator and the Lead Member (and any of the other Members, as appropriate) in planning discussions in relation to the Project from time to time;

(b) keep the Facilitator and the Lead Member (and any of the other Members, as appropriate) informed about its own progress in relation to the Project; and

(c) facilitate regular discussions between appropriate members of its personnel and the Facilitator and the Lead Member (and any of the other Members, as appropriate) in relation to the Project, including in relation to:

i. performance and issues of concern in relation to the Project;

ii. new developments and resource requirements;

iii. compliance with deadlines; and

iv. such other matters as may be reasonably required or requested by the Facilitator and/or the Lead Member from time to time.

5.2 Each Member shall:

(a) supply in a timely and efficient manner information and assistance relating to the Project that is reasonably requested:

i. by the Facilitator in relation to the Project; and

ii. by any other Member to enable it to perform its own obligations in relation to the Project; and

iii. by the Lead Member to enable it to meet and fulfil any or all of the reporting obligations owed to Invest Northern Ireland (or the Commission of the European Union) from time to time (including, after termination of the Project Period) pursuant to the terms of the Letter of Offer; and

(b) review documentation, including draft specifications or service descriptions or other technical documentation, for use when performing its obligations in relation to the Project (if any), as soon as reasonably practicable at the request of the Facilitator or any other Member, and notify the Facilitator or the requesting Member of any errors or incorrect assumptions made in any such documents so far as it is aware

6. PROJECT COSTS & STATE AID

6.1 Save only for the financial assistance provided by Invest Northern Ireland pursuant to the terms of the Letter of Offer (intended solely to cover the specified costs of the Facilitator and certain | specified Project administration costs), Invest Northern Ireland shall not be responsible or liable for any other costs in relation to the Project, and each Member shall be responsible for its own costs incurred in connection with the Project and this Annex, including all Inputs it provides.

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- 6.2** The Members acknowledge and agree that, as set out in the Letter of Offer, Invest Northern Ireland reserves the right to reduce the financial assistance provided for in the Letter of Offer if and to the extent that the Project is or becomes revenue generating.
- 6.3** The financial assistance provided to the Project pursuant to the Letter of Offer is provided as part of Invest Northern Ireland's Collaborative Growth Programme for small and medium-sized enterprises (SME)-led projects (Programme) and represents State Aid under Commission Regulation EU 651/2014, 17 June 2014 (the General Block Exemption Regulation), specifically Article 28: Innovation Aid for SMEs. The Programme is not De Minimis aid. Section 4 of Article 28 deals with innovation advisory and support services which offer aid intensity of up to 100% of eligible costs, which is the category into which the Programme falls. In order to comply with this section 4, no single undertaking may receive in excess of EUR 200,000 of innovation aid (or STG £170,000) in any 3 year period. The cap on aid refers to the cumulative aid granted to any one undertaking under the auspices of any UK scheme notified under Article 28, and offering of 100% aid intensity. For the avoidance of doubt, only grant aid awarded under Article 28 notified schemes offering 100% aid intensity is deemed to count towards the STG £170,000 cumulative cap. The Programme operates on the basis of the Lead Member receiving and holding any and all financial assistance provided to the Project pursuant to the Letter of Offer on trust for all of the Members. Therefore, and only for the administrative purpose of calculating levels of GBER aid allocated to any one undertaking under 100% funded Article 28 schemes, each Member shall be deemed to have benefited in an amount equal to an equal share of any and financial assistance provided by Invest Northern Ireland to the Project pursuant to the Letter of Offer.

7. SET-OFF & REPAYMENT

- 7.1** All amounts due under this Annex shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding required to meet and fulfil any obligation (including, repayment) owed to Invest Northern Ireland (or the Commission of the European Union) from time to time (including after termination of the Project Period) pursuant to the terms of the Letter of Offer or any deduction or withholding of tax as required by law).
- 7.2** Each Member shall on demand repay to the Lead Member an amount equal to its equal share of any and all financial assistance to be repaid to Invest Northern Ireland (or the Commission of the European Union) from time to time (including after termination of the Project Period) pursuant to the terms of the Letter of Offer.

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8. CONFIDENTIALITY

- 8.1** Confidential Information means all confidential information (however recorded or preserved) disclosed by a Member or its employees, officers, representatives or advisers (together its Representatives) to any other Member and that Member's Representatives in connection with the Project, including information which:
- (a) relates to the terms of this Annex;
 - (b) would be regarded as confidential by a reasonable business person, relating to:
 - (i) the business, assets, affairs, customers, clients, suppliers, plans, intentions or market opportunities of the disclosing Member (or of any member of the Group of companies to which the disclosing Member belongs); and
 - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Member (or of any member of the Group of companies to which the disclosing Member belongs);
 - (c) is developed by the disclosing Member in the course of carrying out this Annex or the Project;
- and
- (d) is specified as confidential in the Project Plan.
- 8.2** The provisions of this paragraph 8 shall not apply to any Confidential Information that:
- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving Member or its Representatives in breach of this paragraph 8); or
 - (b) was available to the receiving Member on a non-confidential basis before disclosure by the disclosing Member; or
 - (c) was, is or becomes available to the receiving Member on a non-confidential basis from a person who, to the receiving Member's knowledge, is not bound by a confidentiality agreement with the disclosing Member or otherwise prohibited from disclosing the information to the receiving Member; or
 - (d) the disclosing Member agrees in writing is not confidential or may be disclosed; or
 - (e) is developed by or for the receiving Member independently of the information disclosed by the disclosing Member.

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- 8.3** Each Member shall keep all of the other Members' Confidential Information confidential and shall not:
- (a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this Annex in relation to the Project (Permitted Purpose); or
 - (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this paragraph 8.
- 8.4** A Member may disclose any other Member's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:
- (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
 - (b) it procures that each of its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this paragraph 8 as if it were itself a Member,
- and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this paragraph 8.
- 8.5** A Member may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority (including, without limitation, Invest Northern Ireland and the Commission of the European Union) or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the disclosing Member as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this paragraph 8, it takes into account the reasonable requests of the disclosing Member in relation to the content of such disclosure.
- 8.6** Each Member reserves all rights in its Confidential Information. No rights or obligations in respect of a Member's Confidential Information other than those expressly stated in this Annex are granted to any other Member, or to be implied from this Annex.
- 8.7** On withdrawal or termination pursuant to paragraph 16, unless such things are needed by it to perform its obligations under the Project Plan (or, in the case of the Lead Member, under any obligation it owes Invest Northern Ireland (or the Commission of the European Union) from time to time (including, after termination of the Project Period) pursuant to the Letter of Offer), the relevant Member or each of the Members shall as the case may be:
- (a) return to the disclosing Member all documents and materials (and any copies) containing, reflecting, incorporating or based on the disclosing Member's Confidential Information;

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(b) erase all the disclosing Member's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically practicable); and

(c) certify in writing to the disclosing Member that it has complied with the requirements of this paragraph O, provided that a recipient Member may retain documents and materials containing, reflecting, incorporating or based on the disclosing Member's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this paragraph O shall continue to apply to any such documents and materials retained by a recipient Member.

8.8 The provisions of this paragraph 8 shall survive termination of this Annex.

9 ANNOUNCEMENTS

9.1 Subject to paragraph none of the Members shall make, or permit any person to make, any public announcement, communication or circular (announcement) concerning the Project without the prior written consent of the Facilitator and the Lead Member (such consent not to be unreasonably withheld or delayed).

9.2 Where an announcement is required by law or any governmental or regulatory authority (including, without limitation, Invest Northern Ireland and the Commission of the European Union), or by any court or other authority of competent jurisdiction, the Member required to make the announcement shall promptly notify the Facilitator and the Lead Member. The Member concerned shall make all reasonable attempts to agree the contents of the announcement with the Facilitator and the Lead Member before making it.

10 DATA PROTECTION

Each Member shall ensure that it complies with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data, including, without limitation, the Data Protection Act 1998.

11 INTELLECTUAL PROPERTY

11.1 This Annex does not transfer any interest in Intellectual Property Rights. All Intellectual Property Rights developed or created by a Member pursuant to the Project shall be owned by that Member (Created IPR).

11.2 Save only where the relevant licensing Member has expressly granted a perpetual licence of the Created IPR (or any part thereof) to the other Members (or any of them) and then subject always to the express terms of that grant, each Member grants to each of the other Members a non-exclusive, personal, royalty-free licence during the Project Period to use its Created IPR in relation to the Project but only to the extent that any such Member strictly requires such licence to carry out its obligations in relation to the Project.

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- 11.3** Save only where the relevant licensing Member has expressly granted a perpetual licence of the Created IPR (or any part thereof) to the other Members (or any of them) and then subject always to the express terms of that grant, at the end of the Project Period, a Member licensed to use Created IPR under paragraph O shall cease to use that Created IPR and shall return any physical embodiment of the Created IPR (including any copies) in its possession or control to its owning Member.
- 11.4** Each Member shall immediately give written notice to the owning Member of any actual, threatened or suspected infringement of its Intellectual Property Rights (including Created IPR) used in connection with the Project of which it becomes aware.

12 ANTI-BRIBERY

12.1 Each Member shall in relation to this Annex and the Project:

- (a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);
- (b) have and shall maintain in place throughout the Project Period its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate.

13 WARRANTIES

13.1 Each Member warrants that:

- (a) it has full power and authority to carry out the actions contemplated under this Annex; and
- (b) its entry into and performance under the terms of this Annex will not infringe the Intellectual Property Rights of any third party or cause it to be in breach of any obligations to a third party; and
- (c) so far as it is aware, all information, data and materials provided by it under this Annex will be accurate and complete in all material respects, and it is entitled to provide the same to any or all of the other Members without recourse to any third party.

13.2 Except as expressly provided in this Annex, there are no conditions, warranties or other terms binding on the Members with respect to the actions contemplated by this Annex. Any condition, warranty or other term in this regard that might otherwise be implied or incorporated into this Annex, whether by statute, common law or otherwise, is, to the extent that it is lawful to do so, excluded by this Annex.

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14 INDEMNITY

14.1 Each Member (indemnifying party) shall indemnify each of the other Members (indemnified party) against all liabilities, costs, expenses, damages and losses (including but not limited to any direct losses and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with any claim made against the indemnified party for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with:

(a) the indemnified party's use in accordance with this Annex of Intellectual Property Rights licensed to it by the indemnifying party under paragraph O; or

(b) the receipt or use by any person including the indemnified party of Inputs or other items or services provided by the indemnifying party in relation to the Project.

14.2 This indemnity shall not cover the indemnified party to the extent that a claim under it results from the indemnified party's negligence or wilful misconduct.

14.3 Liability under this indemnity is conditional on the indemnified party discharging the following obligations. If any third party makes a claim, or notifies an intention to make a claim, against the indemnified party which may reasonably be considered likely to give rise to a liability under this indemnity (Claim), the indemnified party shall:

(a) as soon as reasonably practicable, give written notice of the Claim to the indemnifying party, specifying the nature of the Claim in reasonable detail;

(b) not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the indemnifying party (such consent not to be unreasonably conditioned, withheld or delayed);

(c) give the indemnifying party and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the indemnified party, so as to enable the indemnifying party and its professional advisers to examine them and to take copies (at the indemnifying party's expense) for the purpose of assessing the Claim; and

(d) subject to the indemnifying party providing security to the indemnified party to the indemnified party's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, take such action as the indemnifying party may reasonably request to avoid, dispute, compromise or defend the Claim.

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- 14.4** If a payment due from the indemnifying party under this paragraph 14 is subject to tax (whether by way of direct assessment or withholding at its source), the indemnified party shall be entitled to receive from the indemnifying party such amounts as shall ensure that the net receipt, after tax, to the indemnified party in respect of the payment is the same as it would have been were the payment not subject to tax.
- 14.5** Nothing in this paragraph 14 shall restrict or limit the indemnified party's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

15 LIMITATION & EXCLUSION OF LIABILITY

15.1 Nothing in this Annex shall limit or exclude a Member's liability:

- (a) for death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors;
- (b) for fraud or fraudulent misrepresentation;
- (c) for breach of any obligation as to title or quiet possession implied by statute; or
- (d) for any other act, omission, or liability which may not be limited or excluded by law;
- (e) under the indemnity in paragraph 14.

15.2 Subject to paragraph 0, save as specified otherwise in the Letter of Offer, none of the Members shall have any liability to any of the other Members, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with this Annex.

15.3 The Members expressly agree that if any limitation or provision contained or expressly referred to in this paragraph 15 is held to be invalid under any applicable statute or rule of law, it shall, to that extent, be deemed omitted in accordance with paragraph 22.

16 WITHDRAWAL & TERMINATION

16.1 Without affecting any other right or remedy available to it or any of the other Members:

- (a) so long as all of the obligations of the Member so wishing to withdraw have been discharged and that Member bears no liability to any other Member, in each case as at the date of its notice, then any Member may withdraw from Membership at any time without cause by not less than 3 months' notice in writing to the Facilitator and the Lead Member; and
- (b) the Membership of any Member shall terminate immediately if that Member suffers or undergoes an Event of Insolvency. **[DN: does not allow for termination on the grounds of breach]**

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16.2 To the extent that any withdrawal or termination pursuant to paragraph 16.1, or event of the type described in paragraph 18, in the reasonable opinion of the [Facilitator] renders the Project no longer viable for any reason, then the Lead Member will terminate the Project immediately by notice in writing to all of the Members or all of the remaining Members, as the case may be.

17 CONSEQUENCES OF WITHDRAWAL OR TERMINATION

17.1 Save only as provided expressly otherwise, all rights and licences enjoyed by Members pursuant to this Annex shall cease in relation to any and all leaving Members upon withdrawal or termination pursuant to paragraph 16.

17.2 Paragraphs 5.2(a)(iii), 7, 8, 11.1, 17 and 30 shall survive any withdrawal or termination pursuant to paragraph 16 and continue to bind all Members.

17.3 Withdrawal or termination pursuant to paragraph 16, shall not affect any rights, remedies, obligations or liabilities of any of the Members that have accrued up to the date of such withdrawal or termination, including the right to claim damages in respect of any breach of the Annex which existed at or before the date of such withdrawal or termination.

18 FORCE MAJEURE

None of the Members shall be in breach of this Annex nor liable for delay in performing, or failure to perform, any of its obligations under this Annex if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

19 ASSIGNMENT & OTHER DEALINGS

19.1 Subject to paragraph 0, none of the Members shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Annex without the prior written consent of the Lead Member (such consent not to be unreasonably withheld or delayed).

19.2 Any Member may, after having given prior written notice to the Lead Member, assign or subcontract any or all of its rights and obligations under this Annex to a member of its Group for so long as that company remains a member of the assignor's Group.

20 VARIATION

No variation of this Annex shall be effective unless it is in writing and signed by all of the Members (or their authorised representatives).

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21 NOTICES

21.1 Any notice required or permitted to be given under this Annex shall be in writing and shall be delivered or transmitted to the intended recipient's address as specified in the Application Form or such other address as the intended recipient may have notified in writing to the Lead Member from time to time for this purpose. Any notice shall be treated as having been served on delivery if delivered by hand, 2 Business Days after posting if sent by pre-paid first class post, and on completion of transmission if sent by facsimile (subject to receipt of acknowledgement of successful transmission).

21.2 This paragraph 21 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

22 SEVERANCE

22.1 If any provision or part-provision of this Annex is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this paragraph 22 shall not affect the validity and enforceability of the rest of this Annex.

22.2 If any provision or part-provision of this Annex is invalid, illegal or unenforceable, the Members shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

23 NO PARTNERSHIP OR AGENCY

23.1 Nothing in this Annex is intended to, or shall be deemed to, establish any partnership between any of the Members, constitute any Member the agent of another Member, or authorise any Member to make or enter into any commitments for or on behalf of any other Member.

23.2 Each Member confirms it is acting on its own behalf and not for the benefit of any other person.

24 RIGHTS & REMEDIES

The rights and remedies provided under this Annex are in addition to, and not exclusive of, any rights or remedies provided by law.

25 WAIVER

25.1 A waiver of any right or remedy under this Annex or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

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25.2 A failure or delay by a Member to exercise any right or remedy provided under this Annex or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Annex or by law shall prevent or restrict the further exercise of that or any other right or remedy.

26 LANGUAGE

26.1 This Annex is drafted in the English language. If this Annex is translated into any other language, the English language version shall prevail.

26.2 Any notice given under or in connection with this Annex shall be in the English language. All other documents provided under or in connection with this Annex shall be in the English language, or accompanied by a certified English translation. If such document is translated into any other language, the English language version shall prevail.

27 FURTHER ASSURANCE

Each Member shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Annex.

28 ENTIRE AGREEMENT

28.1 This Annex constitutes the entire Annex between the Members and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

28.2 Each Member agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this Annex. No Member shall have any claim for innocent or negligent misrepresentation based on any statement in | this Annex.

29 MEDIATION

29.1 If any dispute arises in connection with this Annex, the relevant Members will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the relevant Members, the mediator will be nominated by CEDR. To initiate the mediation a Member must give notice in writing (ADR notice) to the other relevant Members and the Lead Member to the dispute requesting a mediation. A copy of the request should be sent to CEDR.

29.2 The mediation will start not later than 30 days after the date of the ADR notice.

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30 GOVERNING LAW & JURISDICTION

- 30.1** This Annex and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Northern Ireland.
- 30.2** Each Member irrevocably agrees that, subject to paragraph 29, the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Annex or its subject matter or formation (including non-contractual disputes or claims).

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TERMS AND CONDITIONS ANNEX

A STANDARD GENERAL CONDITIONS

A1 Accountancy System

The Client shall at all times accurately maintain all books, accounts and records required by law (whether in the United Kingdom or otherwise) to be maintained by it.

A2 Inspection Rights

The Client shall permit Invest NI, the Department for the Economy ("**DfE**") and its agents, the Northern Ireland Audit Office, the Commission and the European Court of Auditors from time to time upon giving reasonable notice to enter the Business Premises and any other premises of the Client during normal working hours (unless a statutory or regulatory obligation requires entry outside of these hours) to inspect any asset and any accounting or other record in respect of any Financial Assistance which has been paid or may become payable under the terms of this letter and to review and, if applicable, copy same or to comply with any statutory or regulatory obligation of Invest NI, DfE and its agents, the Northern Ireland Audit Office, the Commission or the European Court of Auditors, subject always to the provisions of **paragraph B**.

A3 Interruption

The Client shall advise Invest NI immediately of any major interruption of business activities or employment at the Business Premises of more than 15 successive days, except for normal holiday periods, or of the introduction of any short time working arrangements, or of circumstances likely to lead to such interruption or short time working arrangements.

A4 Environmental Impact

The Client shall ensure that all aspects of the Project which might result in a negative impact on the environment are subject to an environmental impact assessment. The Client must also use all reasonable endeavours to adopt and implement

an environmental policy in relation to all aspects of the Project.

A5 Equality

The Client shall comply with the relevant statutory provisions from time to time in force in Northern Ireland imposing obligations on the Client in relation to discrimination on the grounds of religious belief, political opinion (including in relation to section 75 of the Northern Ireland Act 1998), racial group, marital status, age, sexual orientation, gender, disability and having dependants.

A6 Third Parties

Save as provided in **paragraph A2**, no term of this letter shall be enforceable by a third party (being any person other than the parties hereto) under the Contracts (Rights of Third Parties) Act 1999.

A7 Insurance

The Client shall from the date of acceptance of this letter, at its own expense insure with a reputable firm of insurers, any of its property, assets and effects of an insurable nature, including (without limitation) its buildings, plant, machinery and equipment against all and any loss, damage, risk, contingency or public liability as may from time to time be reasonably requested by Invest NI (or, if no such request is made, against such loss, damage, risk, contingency or public liability as a prudent company or firm in the same business as the Client would insure against) to the full replacement value thereof and shall produce the policy or policies of insurance together with proof of payment of the necessary premiums to Invest NI on request.

B DISCLOSURE, PUBLICITY, CONFIDENTIALITY

B1 Invest NI shall be entitled to publish details of the amounts and types of assistance referred to in this letter at such times and in such manner as Invest NI may decide.

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B2 The Client shall render Invest NI such assistance as Invest NI may reasonably request in connection with any publicity which Invest NI may deem appropriate in respect of the Project.

B3 Invest NI shall be entitled to disclose details of the Client to other government agencies and departments, and bodies engaged in economic development (subject to the terms of the Data Protection Legislation and any other applicable legal restrictions which prevent the disclosure of such information) where Invest NI considers that disclosure is in the Client's interest.

B4 Invest NI may include any information which it receives in relation to the Client in a database of economic, financial and statistical information and may publish or disseminate reports derived from such database provided that such reports do not specifically identify the Client.

B5 Invest NI shall be entitled to disclose information on the Client to Invest NI's professional advisers who are subject to obligations of confidence or to consultants working on Invest NI's behalf provided such disclosure is made for the specific purpose for which the consultants are engaged.

B6 This letter and the terms and conditions contained herein shall be treated by the Client as confidential and accordingly shall not be disclosed to any other person or entity other than to its professional advisers who are subject to obligations of confidence, for the purpose of negotiating funding for the Client or as required by law, without the prior written consent of Invest NI, such consent not to be unreasonably withheld or delayed.

B7 Subject to paragraph B1 Invest NI shall treat all information received from the Client in pursuance of this letter as confidential and shall not disclose such information to any third party other than those referred to at paragraphs B3 and B5, without the consent of the Client,

such consent not to be unreasonably withheld or delayed, except as may be required by law (including without limitation Freedom of Information legislation) or for the purpose of preventing or detecting crime or for the purposes of any parliamentary or governmental enquiry into the activities of Invest NI.

C INVEST NI FINANCIAL ASSISTANCE

This letter and any subsequent payments pursuant hereto shall not be taken to imply that Invest NI shall or be under any obligation to provide any further Financial Assistance in the future. Invest NI may also offset any of the Financial Assistance under this letter against any obligation owed at any time by the Client to Invest NI.

D REPAYMENT OF FINANCIAL ASSISTANCE

D1 Where any sums are repayable to Invest NI under the provisions of paragraph 8 of this letter, Invest NI shall be entitled to recover from the Client the costs of Invest NI in establishing the Client's repayment liability and in recovering the sums due.

D2 No failure to exercise, nor delay in exercising nor partial exercise of any right, power, privilege, or remedy under this letter shall in any way impair, affect any further or other exercise thereof or operate as a waiver in whole or in part.

E OTHER FINANCIAL ASSISTANCE

The Client shall not be eligible for any other government assistance in respect of any expenditure coming within the scope of this letter without the prior written consent of Invest NI.

F UNACCEPTABLE PRACTICE

The Financial Assistance made available under this letter must not be used in, or paid to, any

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business or organisation which is illegal, or which Invest NI in its absolute discretion considers may bring disrepute to Invest NI or to the specific scheme under which the Financial Assistance is made available.

G RECOVERY OF FINANCIAL ASSISTANCE

Notwithstanding any other provision of this letter, Invest NI may, if required as a result of a decision of the Commission, or as a result of any other obligation under European Union law, at any time: (i) withhold payment of any or all of the Financial Assistance; and/or (ii) require repayment of any or all of the Financial Assistance, together with interest from the date on which the Financial Assistance was paid at the rate from time to time as required by the Commission. The Client shall on demand by Invest NI repay such Financial Assistance together with interest.

H DOCUMENTATION

The Client shall retain all original records relating to the Project until the Client ceases to be under any obligation to Invest NI (including, without limitation, any contingent financial obligation) under the provisions of this letter, and in the Event of Default, acknowledges that Invest NI has the right to request and receive all the relevant original records associated with the Project.

I SERVICE OF NOTICES BY INVEST NI

Any written notice to be served by Invest NI on the Client under the terms and conditions of this letter may be served by ordinary first class post, e-mail or facsimile transmission at the address referred to in this letter or the Client's registered office address. The Client will be deemed to have been duly served with the notice on the day it is sent if sent by e-mail or facsimile transmission or on the following day if sent by first class post.

J GOVERNING LAW

This letter shall be governed in all respects by the laws of Northern Ireland and the Client hereby irrevocably submits to the exclusive jurisdiction of the Northern Ireland Courts for all purposes in connection with this letter.

K LEGAL COMPLIANCE

The Client shall ensure that its business is operated in compliance with all applicable laws or regulations for the time being and shall not do or omit or suffer to be done anything whereby any Act, Order or Regulation from time to time affecting its business is infringed.

L FINAL DATE FOR CLAIMING FINANCIAL ASSISTANCE

Invest NI shall be under no obligation to make any payment or payments of the Financial Assistance in respect of any claim received by Invest NI after the latest claim dates set out in the attached Annexes.

M THE MODERN SLAVERY ACT

M1 Under the Modern Slavery Act 2015 ("MSA"), any commercial organisation (defined by the MSA as any commercial organisation in any sector that supplies goods or services that carries on its business (or part of its business) in the United Kingdom and has an annual global turnover, or Group global turnover, of not less than the amount prescribed in accordance with the MSA from time to time (currently, £36 million)) must publish an annual Slavery and Human Trafficking Statement for each financial year ending on or after 31 March 2016, setting out, inter alia, the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.

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M2 To the extent that the Client qualifies as a commercial organisation for the purposes of the MSA, the Client shall, and shall procure that each member of its Group and its and their suppliers, sub-contractors and other participants in its or their supply chain(s) shall, comply in full with its or their obligations under the MSA, and shall indemnify Invest NI against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, Invest NI as a result of any delay or failure on the part of any of the foregoing to so comply