

OFFICIAL

Innovate UK

Mr Sam Clarke
Gnewt Cargo Limited
45 Warden Grove
London
SE1 0HT

File Ref: 103246
Application number: 81163-513165
Date 20th January 2017

Dear Sam,

Technology Strategy Board: OLEV Low Emission Freight Demonstration - Stream 1
Project Title: Gnewt Cargo Commercial Electric Vehicle Trial

I am pleased to inform you that subject to the terms and conditions of this letter the Technology Strategy Board, an Executive Non-Departmental Public Body created under the Science and Technology Act 1965 and established by Royal Charter (English Company Number RC000818) whose registered office is at North Star House, North Star Avenue, Swindon, SN2 1UE, (**"the TSB"**), is prepared to make a contribution under section 5 of the Science and Technology Act up to a maximum of **£1,105,178 (One Million One Hundred and Five Thousand One Hundred and Seventy Eight Pounds)** (**"the Grant"**) towards the eligible costs (estimated at £1,647,234) of the Project as outlined in the proposal referenced above. The Project is to be carried out in collaboration with **Greater London Authority** (**"the Participants"**), together with **Gnewt Cargo Limited (Co. No. 06467967)** (**"the Lead Participant"**) who shall each, subject to the conditions contained in paragraph 1 below, receive the following sums:

Gnewt Cargo Limited (Co. No. 06467967)
Greater London Authority

£813,085
£292,093

Support for the project is being provided by Office for Low Emission Vehicles (OLEV) through the TSB.

Terms and Conditions of the Offer

Although the Technology Strategy Board has as its trading name “Innovate UK”, its legal identity remains the Technology Strategy Board, hereinafter referred to as “the TSB”.

1. Acceptance of Offer

1.1. This offer is conditional and will only be confirmed upon successful completion of the following steps **within three months of the date of this offer letter**:

- 1.1.1. the TSB receiving acceptance of this offer in the prescribed form, as detailed in Annex 1a, duly signed by a director, or other authorised signatory of the Lead Participant; and
- 1.1.2. the TSB receiving acceptance of this offer, as detailed in Annex 1b, duly signed by a director, or other authorised signatory of all Participants; and
- 1.1.3. the TSB receiving a Collaboration Agreement signed by all Participants; and
- 1.1.4. the TSB is in receipt of bank details for each Participant on its headed paper, as outlined in Annex 2. Each Participant shall ensure that its registered name and, in the case of industry participants, company number on the bank details it provides are the same as those in which it applied for Grant and accepted this offer by return of Annex 1, and its failure to do so may result in delays to the offer being confirmed and/or the offer being withdrawn; and
- 1.1.5. the TSB receiving an initial **Financial Forecast** for each Participant showing the anticipated spend of the Project broken down into quarter year periods (“Quarters”) throughout the life of the Project, commencing at Quarter 0 (from the start date of the Project), an example of which is provided at Annex 3. This should be sent promptly to the appointed Monitoring Officer (“MO”) for onward submission to the TSB; and
- 1.1.6. the TSB receiving a detailed **Project Plan** breaking down the original proposal for delivery of the Project into individual packages of work with assigned estimates of the resources and timescales needed to achieve each of them. An example of the information required is provided in Annex 4. This should be sent promptly to the appointed MO for onward submission to the TSB; and
- 1.1.7. the TSB receiving a **Milestone Register** showing key milestones with an assessment of cost to each milestone. This should be sent promptly to the appointed MO for onward submission to the TSB. An example of the information required is provided at Annex 4; and
- 1.1.8. the TSB receiving an **Exploitation Plan** for the Project, containing further information, including the market and business opportunities, from that provided in the original application, setting out how the Participants will exploit the results of the Project to increase the economic growth and quality of life of the nation states of the UK and/or EEA (the “Exploitation Plan”). This should be sent promptly to the appointed MO for onward submission to the TSB; and

- 1.1.9. satisfactory completion of reviews by or on behalf of the TSB of the Project information and status of each of the Participants; and
 - 1.1.10. the documents detailed in paragraphs 1.1.1 to 1.1.4 either:
 - 1.1.10.1. posted in hard copy to Grants & Contracts Team, Technology Strategy Board, A1, North Star House, North Star Avenue, Swindon, SN2 1UE; or
 - 1.1.10.2. emailed in PDF format to the email address grants@innovateuk.gov.uk, quoting the TSB file reference above; or
 - 1.1.11. such variation of the documents detailed in paragraphs 1.1.1 to 1.1.8 as the TSB and the Participants may agree in writing.
- 1.2. When the conditions specified in 1.1 have been successfully met, the TSB will send a Grant confirmation letter (“the Confirmation Letter”) to the Lead Participant which may include additional conditions that reflect the reviews undertaken by, or on behalf of, the TSB. The offer of Grant, with the additional conditions, will become binding once acceptance of the Confirmation Letter has been signed, returned by the Lead Participant and received by the TSB. The Confirmation Letter should be sent to the addresses specified in paragraph 1.1.10 in either of the formats specified, to be received by the Technology Strategy Board within 1 month of the date from which it was sent to the Lead Participant. If the acceptance conditions in paragraphs 1.1.1 to 1.1.10 are not met, within three (3) months of the date of this offer letter, or the Confirmation Letter is not returned within 1 month of issue, the offer of the Grant will lapse automatically without any further notice. However, the offer may be renewed or extended by the TSB in its absolute discretion.

2. **Start Date**

- 2.1. The Project shall not start until the Confirmation Letter has been signed and returned by the Lead Participant to the TSB. The Project Start Date (“the Project Start Date”) and Project End Date (“the Project End Date”) shall be as stated in the acceptance of the Confirmation Letter completed by the Lead Participant, unless otherwise agreed by the TSB.
- 2.2. The term “Year” refers to consecutive 12-monthly periods starting on the Project Start Date, and the term “Quarter” refers to consecutive three-monthly subdivisions of each Year starting on the Project Start Date or its Quarterly anniversary.
- 2.3. The Project shall continue from the Project Start Date until Project Completion, which, for the purposes of this Agreement, is the Project End Date unless otherwise agreed by the TSB.

3. **Project Monitoring**

- 3.1. The TSB shall monitor the progress of the Project in accordance with the TSB’s project monitoring guidelines as updated from time to time (“Project Monitoring Framework”). A copy of the current Project Monitoring Framework will be supplied to the Participants on request.
- 3.2. The Project shall be assigned a MO who will be the primary point of contact for the Project over its lifetime, and will monitor the Project throughout and report progress to the TSB on a periodic basis.

- 3.3. If during the Project the Lead Participant is or becomes aware of any impediment relevant to the progress, outcomes or exploitation of the Project, the Lead Participant shall promptly inform the TSB, via the MO.
- 3.4. The Project will be monitored on a quarterly basis. Such monitoring will comprise Quarterly Review Meetings ("QRM") between the Project and the MO to review the Project's progress, and may include a Project visit. Dates for reviews should be agreed directly with the MO.
- 3.5. At Project Completion, the Lead Participant will be required to supply the MO with the following:
 - 3.5.1. the Final Report; and
 - 3.5.2. confirmation that the **Independent Accountant's Report** has been submitted, for each Participant, as required in Annex 6; and
 - 3.5.3. confirmation that the final claim has been submitted.

4. **Participant's Obligations following Confirmation of Award**

It is a condition of the Agreement that the Participants shall comply with the following:

- 4.1. each Participant must register on _connect, the TSB's web-based platform, through which the Project will be monitored and administered. Each Participant is required, therefore, to provide the contact details of the authorised individual who will be accessing _connect in connection with the claims administration of the Project on behalf of the Participant, as set out in Annex 1. Registration requires the authorised individual to go on to _connect, by visiting the website <https://grants.innovateuk.org/>, and click the "register" link. Once the authorised individual has submitted the required details, they will receive an activation code to complete the registration process. The email address used to create the account **MUST** be the same as the Finance and Claims contact as completed in Annex 1; and
- 4.2. each Participant **must** submit a forecast upon registration on _connect, in order to ensure that accruals have been made for your future grant requirements;
- 4.3. the Lead Participant must ensure that the Project is managed in accordance with the Project proposal, the Project Plan, the Collaboration Agreement and the terms of this Agreement, including the prompt submission of Grant claims by itself and the other Participants;
- 4.4. the Lead Participant must appoint a project manager to carry out the day-to-day management of the Project and to act as the focal point for all contact with the TSB;
- 4.5. the Lead Participant must provide the TSB with the **Final Report** of the Project within 3 months of the Project End Date (or such other date as agreed between the parties in writing), which should be emailed as a PDF to grants@innovateuk.gov.uk;
- 4.6. the Lead Participant must inform the TSB promptly in writing of any cessation of work on the Project and of any event or circumstance likely to affect significantly the ability of the Project to deliver the aims of the Project as set out in the Project proposal, the Project Plan or the Exploitation Plan. The Lead Participant shall also inform the TSB in writing as soon as it becomes aware that any of the events referred to in paragraph 7 has taken place;

- 4.7. the Participants must ensure that Grant claims are submitted promptly as required by paragraph 5;
- 4.8. Failure to comply with any of the conditions in this section 4 will result in claims being neither processed nor paid.

5. **Financial**

- 5.1. The Grant will be payable against the net eligible costs (as defined and detailed in Schedule 1) incurred and paid on or after the Project Start Date and on or before the Project End Date declared by the Lead Participant in the acceptance of the Grant Confirmation Letter. The individual Grant rates for each Participant will be confirmed in your Grant Confirmation Letter. Subject to paragraph 7, the Grant will be payable by instalments on submission by the Participants of a claim and the supporting information set out in paragraph 5.3.
- 5.2. Unless the TSB otherwise agrees, claims for costs incurred and paid must be submitted promptly on a quarterly basis commencing from the Project Start Date.
- 5.3. Claims must be supported by the following:
 - 5.3.1. a current forecast as at the claim date of the Project costs to the end of the Project, detailing for the each Participant the expected costs for each future claim period, entered with the claim by each Participant and highlighting any significant variations from the last forecast; and
 - 5.3.2. all award holders should be aware that any variance greater than 20% between the original forecast and actual expenditure for each forecast interval may be subject to review and may affect the eligibility of the claim value.
 - 5.3.3. confirmation that each Participant has incurred and paid the eligible costs in respect of which claims have been made. For this purpose a report in the form set out in Annex 7 (the "Accountant's Report") must be provided by a qualified independent accountant of the Participants (the "Independent Accountant") **at every interval set out in Annex 6**. The Independent Accountant must be appointed by the Participants in accordance with the Terms of Engagement set out in Annex 5. All costs must be supported by an Independent Accountant's Report, and any uncertified costs will be ineligible for grant.
 - 5.3.4. if requested by the TSB, the latest published annual accounts or management accounts of the Participants. For the avoidance of doubt, nothing in this paragraph shall require the Participants to provide financial information in breach of any law, order or regulation restricting such disclosure; and
 - 5.3.5. In exceptional circumstances, the TSB may also require an Accountant's Report to be submitted before the final claim. Such exceptional circumstances shall include without limitation:
 - 5.3.5.1. withdrawal from the Project,
 - 5.3.5.2. termination of the Project,
 - 5.3.5.3. a claim disclosing expenditure substantially greater than forecast, or
 - 5.3.5.4. a suspicion of a breach of this Agreement.
- 5.4. When making claims pursuant to paragraph 5.1, the following applies:

- 5.4.1. recoverable Value Added Tax “(VAT)” is not an eligible cost for claims purposes;
 - 5.4.2. claims must be for costs incurred and paid for wholly completed quarters only (the Participants are not allowed to submit more than one claim to the TSB relating to any particular calendar quarter), except for the final Quarter where the Participants may submit a claim for costs **incurred** but not necessarily defrayed prior to the Project End Date, provided that:
 - 5.4.2.1. the payment is for eligible labour, overhead and/or travel and subsistence costs **only**;
 - 5.4.2.2. the payment is defrayed within **30 days** of the Project End Date; and
 - 5.4.2.3. the payment is included within the final Independent Accountant’s Report.
- Failure to comply with this paragraph 5.4.2 will result in the TSB reclaiming Grant against all such costs incurred.
- 5.4.3. once a claim and the supporting documentation set out in paragraph 5.3 has been received by the TSB , the corresponding Grant will normally be paid within 30 days, unless it is necessary for the TSB to seek further information to support the claim;
 - 5.4.4. where the TSB needs to seek further information to support or understand the claim, the TSB agrees to contact the Participants within 14 days of the claim being received.
- 5.5. The TSB shall be under no obligation to pay any claim received by the TSB more than **30 days** after the Quarter during which the eligible cost(s) specified in the claim was incurred and paid by the Participants;
 - 5.6. The TSB shall be under no obligation to make any payment on claims received later than **3 months** after completion of the Project, and there will be a general presumption that claims received after this date will not be paid;
 - 5.7. The TSB reserves the right not to consider new applications from organisations who have failed to return required financial reports on any projects funded by the TSB.
 - 5.8. Notwithstanding the provisions of paragraph 5, the TSB is under no obligation to pay more than 85% of the Grant to the Participants until all outstanding claims and their supporting information, as set out in paragraph 5.3, have been received and the final Accountant’s Report has been approved, such approval not being unreasonably withheld or delayed. Failure to comply with the provision of the Accountant’s Report shall be considered to be a breach of the Agreement under paragraph 7.4.
 - 5.9. Where the Participant is a Large Company, according to the definition provided by the European Commission, in receipt of Grant of £2,000,000 (Two Million Pounds) or more, the TSB shall retain any cumulative unspent Grant awarded to the Project for distribution to other innovation projects.
 - 5.10. The TSB and the Participants are jointly and individually responsible for maintaining detailed records with the information and supporting documentation necessary to establish that all the conditions set out in this grant offer letter comply with all applicable State aid rules, as outlined in paragraph 9. Such records shall be maintained for 10

years following the granting of the aid and shall be made available to the Commission within a period of 20 working days if requested.

- 5.11. The TSB reserves the right to appoint an auditor to ensure compliance with the terms and conditions of the Agreement (“the Auditor”) and the Participants agree to grant the Auditor access within two (2) weeks of notice of their appointment. In the event that the Auditor determines that the Participants should repay Grant to the TSB, the TSB reserves the right to recover the cost of the Auditor’s work on this project.

6. **Changes to the Project**

- 6.1. In the event that during the period of the Project, any material change occurs, or is likely to occur, to:
- 6.1.1. the expected delivery timescales or outcomes for any work package or the Project as a whole; or
 - 6.1.2. the Project’s costs, budget, or allocation of costs between budget line headings; or
 - 6.1.3. the ability of the Participants to deliver the Project in accordance with the Project Plan and the Exploitation Plan;

then the Lead Participant must inform the TSB’s MO promptly and work with the TSB to ensure a mutually acceptable beneficial arrangement can be agreed.

7. **Suspension, withdrawal and repayment of grant**

- 7.1. There may be occasions when the TSB is required to suspend, withdraw or reclaim the Grant in whole or in part. In doing so the TSB shall at all times act reasonably and in consultation with the Participants. The TSB will use reasonable efforts to minimise the impact of any such actions on the ability of the Participants to deliver the Project’s outcomes as set out in the Project proposal and Exploitation Plan. In such circumstances, the TSB will notify the Participants and, where reasonable, work with the Participants to resolve any underlying issues before taking such action.
- 7.2. In particular, but not exclusively, the TSB may **suspend** Grant payments to the Participants in the event of any of the following:
- 7.2.1. the reasonable suspicion of fraud involving the Participants; or
 - 7.2.2. failure to maintain satisfactory progress on the Project; or
 - 7.2.3. any material changes to the proposed outcomes of the Project.
- 7.3. In particular, but not exclusively, the TSB may **withdraw** future Grant payments to the Participants in the event of any of the following:
- 7.3.1. the failure of the Project to provide any of the information required in paragraph 5;
 - 7.3.2. failure to maintain satisfactory progress on the Project;
 - 7.3.3. any error in the Project proposal which significantly changes the expected benefits accruing from the Project or its exploitation;

- 7.3.4. a Participant becomes insolvent, or is declared bankrupt, or is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due, or the Participant does or suffers anything substantially equivalent to any of the foregoing;
- 7.3.5. there is any change in the legal status or the actual or effective ownership or control of the Participant;
- 7.3.6. there is a breach of the state aid rules as set out paragraph 9.
- 7.4. In particular, but not exclusively, the TSB may require **repayment** of Grant from the Participants forthwith in the event of any of the following:
 - 7.4.1. an overpayment of Grant has occurred whether disclosed by a report or otherwise and as soon as demanded by the TSB or upon the Participants becoming aware, whichever occurs first;
 - 7.4.2. It is found that a Participant, knowingly or unknowingly, has provided false information associated with, or in support of, the Grant application;
 - 7.4.3. the project is insufficiently resourced or managed to achieve delivery;
 - 7.4.4. fraud or the claiming against Grant of costs not actually incurred and paid;
 - 7.4.5. the use of Grant funds for purposes unconnected with the Project;
 - 7.4.6. a breach of state aid rules as set out in paragraph 9;
 - 7.4.7. the material failure of the Participants to use reasonable efforts to progress the Project or perform the work it agreed to perform under the Project Plan and/or Exploitation Plan submitted to the TSB ; or
 - 7.4.8. the Participants do not comply with, or observe, any other condition of this Agreement and, following notice by or on behalf of the TSB, the breach is not remedied within 14 days.

8. **Confidentiality and Information Management**

- 8.1. the TSB reserves the right to request from the Participants access to any additional information deemed necessary by the TSB in connection with this Grant. The Participants must provide or allow access to such requested information within two (2) weeks of such a request.
- 8.2. The TSB shall retain the Participants' Personal Data and Confidential Information in confidence and only use such information as detailed in the TSB's Information Management Policy, as published on its website. Information shall only be disclosed by the TSB in accordance with the Information Management Policy (obtained from support@innovateuk.gov.uk), and section 12.

9. **State Aid Obligations**

- 9.1. The Participants shall not act in any way to undermine the TSB's ability to comply with

the terms of its Research, Development and Innovation Scheme (TSB2/2014) operating under Commission Regulation (EU) No 651/2014 (“the General Block Exemption Regulation (GBER)”).

- 9.2. The Participants must inform the TSB of any other public funding applied for or awarded against the eligible costs covered by this offer. It is the responsibility of the Participants to ensure that its cumulative total of public funding does not exceed those limits stated in TSB2/2014 and GBER.
- 9.3. No payments shall be made to the Participant(s) if it becomes subject to a recovery order following a previous Commission decision declaring any aid illegal and incompatible with the internal market.
- 9.4. The Participants confirm that they are not a company in difficulty as defined in Article 2.18 of GBER and commits to informing the TSB as soon as reasonably practicable of a change in this status. The TSB reserves the right to terminate the agreement if the Participant's status changes.
- 9.5. Further to paragraphs 7 and 9.1, the TSB may vary or withhold any or all of the payments and/or require repayment of grant already paid, **together with interest from the date of payment at the applicable legislated rate**, if the TSB is required to do so as a result of a decision by the European Commission arising from a breach of State aid regulations.
- 9.6. No subcontract may be made which would constitute a breach of State aid obligations.

10. **Intellectual Property**

- 10.1. For the avoidance of doubt, the TSB has no interest in the ownership of any intellectual property rights (“IPRs”) or other rights developed under or arising as a result of the Project, or in the terms of any IPR licences executed by the Participants, beyond ensuring that the results and exploitation of the Project detailed in the Project proposal and Exploitation Plan are capable of being achieved. The TSB also has no financial interest in or claim over any financial benefits arising directly or indirectly from the Project beyond the right to withdraw or reclaim the Grant as set out in Paragraph 7.1.
- 10.2. Throughout the period of the Project the Participants shall make commercially reasonable enquiries concerning pre-existing third party IPRs that may adversely affect the achievement of the intended Project objectives and/or outcomes and shall use its best endeavours to ensure that there are no impediments to the effective carrying out of the Project and/or the exploitation of the Project's results. In the event of a successful claim being made against the Participants for a breach of IPRs relating to the Project, the TSB reserves the right to reclaim Grant paid.

11. **Exploitation of Project Results**

- 11.1. The Participants are expected promptly to refine and update the Exploitation Plan, which is a key deliverable of the Project, to reflect the results as the Project progresses.
- 11.2. During the period starting on the date on which the final payment of Grant is made and ending five (5) years thereafter (the “Exploitation Period”) the Participants shall take reasonable steps to exploit the results of the Project as set out in the Project proposal and/or Exploitation Plan, or by other means acceptable to the Participants and the TSB. The TSB is prepared to consider alternative means of exploitation where this brings increased economic growth or improved quality of life to the UK or wider European

Economic Area (“EEA”) equivalent to that offered by the Project proposal.

- 11.3. On Project Completion, and for a period of up to 5 years thereafter, the TSB may wish to evaluate the impact of funding awarded to the Project. The Participants are expected to comply with all reasonable requests for information made for this purpose.

12. **Statutory Framework**

- 12.1. The TSB is subject to the requirements of the Freedom of Information Act 2000 (“FOIA”). Where any request is made to the TSB under FOIA for the release of information relating to the Project, and such information would reasonably be considered as confidential, the TSB shall notify the Participants of the request as soon as is reasonably practicable after becoming aware of it. The TSB shall not disclose any information belonging to a Participant without first considering and discussing with the authorised signatory of the Participant whether sections 41 and/or 43 of the FOIA are applicable.
- 12.2. The TSB agrees to comply and have adequate measures in place to comply fully and at all times with the provisions and obligations contained in the Data Protection Act 1998, as amended from time to time.

13. **Publication of Information**

- 13.1. The TSB publicises the results of competitions and applications. This includes posting material on its website, making references to projects at events, social media activity, references in presentation material, and engagement with the media. In accepting the Grant, the Participants agree to the TSB’s use of the public description of the Project already provided for publicity purposes.
- 13.2. The Participants are actively encouraged to seek its own publicity. The TSB may, however, have specific requirements on timing, on occasions when a Government announcement is due to take place involving a specific competition or project. If this happens, the TSB will contact the Participants to request its publicity is aligned with the Government announcement and that it defers any publicity until an agreed date.
- 13.3. Should the Participants wish to publicise the Project in any way whatsoever (i.e. engagement with the public in any form, including media) it should read the TSB’s guide “Publicising your project: guidelines from the Technology Strategy Board” available on request from the TSB’s Press Office (pressoffice@innovateuk.gov.uk). This guide outlines the TSB’s expectations and provides a good reference for those wishing to communicate about their projects. The guide covers the drafting of all publicity material, provides style guides and boilerplate text for press releases, and how and when you need to consult with the TSB. Please refer to this guide when planning or drafting material for all publicity work referencing the TSB support or funding. Responsibility for all wording used in any publicity material rests with the Participants.
- 13.4. The TSB reserves the right to publish and hold on its publicly accessible project database the Project information provided in the application to comply with Government practice on openness and transparency of public-funded activities for projects in receipt of grant. This information includes: Project title; the abstract (a brief public-facing description of the Project); the total Project cost and Grant; the contact details of the Project Manager; the duration of the Project and start and end dates; and the name and geographical location of the Project. Within the limits set by Government, the TSB may, in certain circumstances and with good reason, respect the wishes of the Participants if it does not want some of the information about the Project to be disclosed.

- 13.5. The Participants may also be required to produce a description of the Project for use and publishing by the TSB in addition to the information provided elsewhere as part of the Grant application and under this Agreement.
- 13.6. The TSB may develop project case studies or 'success stories' (which are distinct from examples of projects used in press releases) in order to highlight the successes of the organisations we work with and publicise our activities and the benefits of our programmes. All material for case studies will be agreed with the Participants before it is disclosed.
- 13.7. The TSB will only disclose confidential information relating to the Project and/or its results with the prior written agreement of the Participants.

14. **Dispute Resolution**

- 14.1. In the event that a dispute arises between the TSB and the Participants, the affected parties shall attempt to resolve such dispute in the first instance by referring the matter to their Chief Executive Officers, or nominated equivalent, who will meet to try and negotiate a settlement in good faith. In the event that these Officers are unable to resolve the matter to the satisfaction of all parties, the parties hereby agree to submit to arbitration by the London Court of International Arbitration ("LCIA"), the decision of which shall be binding on all of them.

15. **General**

- 15.1. In the event that the TSB's ability to deliver Grant funding is significantly affected by *Force Majeure* or circumstances beyond its control, including but not limited to changes in laws, UK Government or devolved administration policy and/or European Union policy or regulations, it may, in its absolute discretion, terminate the Grant and discontinue payments to the Organisation by giving the Organisation, with due regard to the circumstances, such reasonable notice as possible, and in writing, of its decision to terminate the Award. In such circumstances, and unless illegal or unethical factors have contributed to the decision to terminate the award, the TSB will meet any eligible Project costs reasonably incurred by the Organisation prior to the date of termination.
- 15.2. The TSB reserves the right to vary the terms and conditions of this offer letter unilaterally and at any time by giving the Lead Participant three (3) months' notice of any such variation before it is due to take effect.
- 15.2.1. It is the responsibility of the Lead Participant to communicate any such change to the other Participants when the Lead Participant is notified in accordance with 15.2.
- 15.3. The Participants may not assign, transfer, sub-contract, or in any other way make over to any third party any of its rights or obligations under this Agreement.
- 15.4. Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.
- 15.5. This Agreement shall not create any partnership or joint venture, nor any relationship of principal and agent, between the parties, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

15.6. This Agreement is made solely for the benefit of the parties to it and it is not intended to benefit or be enforceable by any other person.

15.7. The TSB :

15.7.1. accepts no liability for any consequences, whether direct or indirect, that may come about from the Participants undertaking the Project, the use of the Grant, or the withdrawal of the Grant; and

15.7.2. limits its liability to payment of the Grant in any event.

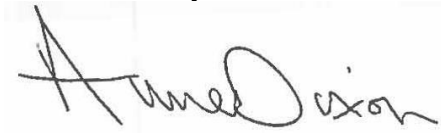
15.8. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

15.9. No Grant funded activity should be used to further party political considerations, or for party political purposes, or for lobbying for political parties, nor should personal political views influence project activity in relation to the Grant. Should this term be breached it may lead to the suspension, withdrawal or clawback of the Grant by the TSB.

16. **Entire Agreement**

16.1. Acceptance of this offer constitutes agreement in full to the terms and conditions set out in this letter and Confirmation Letter ("the Agreement"). No amendment to the terms of this Agreement will be effective unless and until confirmed in writing by, and on behalf of, the TSB. This Agreement constitutes the entire agreement between the TSB and the Participants relating to this Grant, although it is understood that the TSB may have relied upon representations made by the Participants prior to the acceptance of the Grant. For the avoidance of doubt, no representations have been made by the TSB and relied upon by the Participants relating to this Agreement.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Anne Dixon', is written over a light blue rectangular background.

Anne Dixon
Chief Operating Officer
On behalf of the Technology Strategy Board

ACCEPTANCE OF CONDITIONAL OFFER

Technology Strategy Board: OLEV Low Emission Freight Demonstration - Stream 1

Project: Gnewt Cargo Commercial Electric Vehicle Trial

File Ref: 103246

Application Ref: 81163-513165

Project Duration (months): 24

Offer Letter Date: 20th January 2017

Please note that your project has now been given the TSB File Reference number: 103246.

You are required to use this File Reference number in all future communications with the TSB.

The Project may not start until all conditions of the Grant Offer letter have been met and the Organisation has received and returned signed acceptance of the Grant Confirmation Letter.

Please note: Projects will not be visible on the _connect platform until all the offer letter conditions have been met and the grant confirmation letter has been received by the TSB.

Total eligible project costs £1,647,234

Grant offered: £1,105,178

The Project Manager is

- a. **Name:**
- b. **Address:**
- c. **Telephone:**
- d. **E-mail:**

The contact for finance and claims is

- a. **Name:**
- b. **Address:**
- c. **Telephone:**
- d. **E-mail:**
- e. **Date registration on _connect completed**.....

The Organisation:

- confirms that it has its own funding in place to manage the cash flow of the project and
- accepts the offer set out above.

Signed:

Name:

Date:

Director or duly authorised Officer for and on behalf of **Gnewt Cargo Limited (Co. No. 06467967)**

ACCEPTANCE OF CONDITIONAL OFFER

Technology Strategy Board: OLEV Low Emission Freight Demonstration - Stream 1
Project: Gnewt Cargo Commercial Electric Vehicle Trial
Application Ref: 81163-513165
File Ref: 103246

Offer Letter Date: 20th January 2017

Declaration by Participating Organisation

I*, on behalf of Greater London Authority one of the organisations participating in the Project which is the subject of the TSB's offer letter of **20th January 2017**, hereby confirm that, in consideration of the TSB becoming bound to fulfil the obligations undertaken by it in the above offer letter upon acceptance thereof by **Gnewt Cargo Limited (Co. No. 06467967)**, Greater London Authority accepts all the terms and conditions set out in the offer letter and requiring the compliance of, or imposing any obligation on Greater London Authority as a Participant in the Project. I undertake to the TSB that Greater London Authority will do all such things and provide all such information, documentation and assistance as is required of it or necessary to be produced by it under the terms of the offer letter.

The contact for finance and claims is

- a. **Name:**
- b. **Address:**
- c. **Telephone:**
- d. **E-mail:**
- e. **Date registration on _connect completed**

The Participant:

- confirms that it has its own funding in place to manage the cash flow of the project and
- accepts the offer set out above.

Signed

Director or duly authorised Officer for and on behalf of Greater London Authority

Date.....

* insert name and position