



Llywodraeth Cymru
Welsh Government

DATED: 22nd October 2018

(1) THE WELSH MINISTERS

AND

(2) BRITISH TELECOMMUNICATIONS PLC

CONTRACT NO. C247/2018/2018 – Lot 1

**GRANT AGREEMENT FOR THE PROVISION OF
DEPLOYED SERVICES**

VERSION CONTROL

VERSION NUMBER	DATE	COMMENT
0.1	27 July 2016	Preliminary draft template version made available for general comment
0.2	2 September 2016	Uplifted draft, following feedback, made available for final comment
0.3	25 October 2016	Uplifted following local body and supplier feedback
1.0	16 November 2016	Baselined Version 1.0
1.1	26 January 2018	Updated for Next Generation Access Broadband Wales – Phase 2 Procurement
1.2	16 March 2018	Updated following minor CQ's
1.3	27 September 2018	Updated following ITT
1.4	18 October 2018	Date included

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THIS GRANT AGREEMENT is made on the 22nd October 2018

BETWEEN:

- (1) **THE WELSH MINISTERS** of Cathays Park, Cardiff CF10 3NQ; and
- (2) **BRITISH TELECOMMUNICATIONS PLC** a company registered in England and Wales with number 1800000 whose registered office is at 81 Newgate Street, London, EC1A 7AJ ("**Grantee**").

WHEREAS:

- (A) The Welsh Ministers form part of the Welsh Government established by section 45 of the Government of Wales Act 2006.
- (B) On 26th January 2018 the Welsh Ministers issued the ITT.
- (C) On 21st September 2018 following evaluation of the responses to the ITT, the Welsh Ministers selected the Grantee as preferred bidder and engaged in a process of contract finalisation.
- (D) Following conclusion of contract finalisation with the Grantee and on the basis of the Grantee's responses to the ITT, the Welsh Ministers have selected the Grantee to provide the Deployed Services. The Grantee is willing to provide the Deployed Services on the terms set out in this Agreement.
- (E) The Parties acknowledge that the role of the Welsh Ministers and the governance of Wales may be liable to change during the course of this Agreement and that consequently the obligations set out herein may in future be owed to any successor body (or bodies) to the Welsh Ministers.

IT IS AGREED as follows:

PRELIMINARY

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the definitions set out in Schedule 1 (Definitions) shall apply.
- 1.2 In this Agreement:
 - 1.2.1 the singular includes the plural and vice versa;
 - 1.2.2 reference to a gender includes the other gender and the neuter;
 - 1.2.3 any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words;
 - 1.2.4 references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;

- 1.2.5 references to any statute, enactment, order, regulation, instrument, code, measure, standard or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation, instrument (including any EU instrument), code, standard, or other similar instrument as amended, replaced, consolidated or re-enacted;
 - 1.2.6 headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement;
 - 1.2.7 unless otherwise provided, references to Clauses, paragraphs, Schedules and Appendices are references to the clauses and paragraphs of, and the schedules and appendices to, this Agreement;
 - 1.2.8 the words "day", "month" and "year" mean calendar day, calendar month and calendar year unless otherwise stated; and
 - 1.2.9 a reference to GBP or £ shall mean pounds sterling.
- 1.3 Neither the giving of any approval, consent, examination, acknowledgement, knowledge of the terms of any agreement or document nor the review of any document or course of action by or on behalf of the Welsh Ministers shall, unless otherwise expressly stated in this Agreement, relieve the Grantee of any of its obligations pursuant to this Agreement or of any duty which it may have hereunder to ensure the correctness, accuracy or suitability of the matter or thing which is the subject of approval, consent, examination, acknowledgement or knowledge or document review or course of action.
- 1.4 Where this Agreement contemplates that the Welsh Ministers may elect, determine, approve, consent, nominate, decide or consider any matter or thing, the Welsh Ministers may make such election, determination, approval, consent, nomination, decision or consideration in their absolute discretion without being required to give reasons, unless this Agreement expressly requires otherwise.
- 1.5 The Grantee shall remain responsible for all acts and omissions of each Subcontractor and the Grantee Personnel as if they were its own and shall not be entitled to any relief from the performance of its obligations or liability under this Agreement due to any act or omission of any Subcontractor and/or any Grantee Personnel unless expressly provided otherwise in this Agreement. Without prejudice to the foregoing and any express requirement for the Grantee to procure that its Subcontractors do or refrain from doing any act or thing, an obligation on the Grantee to do, or to refrain from doing, any act or thing shall (where applicable) include an obligation upon the Grantee to use reasonable endeavours to procure that each Subcontractor and the Grantee Personnel also do, or refrain from doing, such act or thing.

2. NOT USED

3. ORDER OF PRECEDENCE

- 3.1 In the event of any conflict, inconsistency or ambiguity arising between the provisions of this Agreement, then (save as expressly provided elsewhere in this Agreement) the order of precedence shall be as follows:
- 3.1.1 Clauses and Schedule 1 (Definitions);
 - 3.1.2 Schedule 2 (Service Requirements) and its Appendices;
 - 3.1.3 all other Schedules and their Appendices other than Schedule 3.1 (Grantee Solution) and its Appendices;
 - 3.1.4 Schedule 3.1 (Grantee Solution) and its Appendices;

- 3.1.5 any documentation that the Grantee is required to produce in accordance with Schedule 3.1 (Grantee Solution).
- 3.2 Unless expressly provided otherwise, if there is any inconsistency between any diagram and text, the text shall take precedence.
- 4. NOT USED**
- 5. DUE DILIGENCE**
- 5.1 Subject to Clause 5.5, the Grantee acknowledges that the Welsh Ministers have delivered or made available the Due Diligence Information and consequently the Grantee shall be deemed to have:
- 5.1.1 satisfied itself of all details relating to the nature of the Service Requirements;
- 5.1.2 been supplied with sufficient information and satisfied itself about all relevant aspects of the Service Environment;
- 5.1.3 **not used;**
- 5.1.4 raised all relevant due diligence questions with the Welsh Ministers before the Effective Date and to have advised the Welsh Ministers of:
- (a) any aspect of the Service Environment that is not suitable for the provision of the Deployed Services;
- (b) the proposed actions of the Grantee to accommodate any unsuitable aspects of the Service Environment and a timetable for such actions, which shall have been taken into consideration by the Grantee in the Implementation Plan and the Project Plan; and
- 5.1.5 made its own enquiries to satisfy itself as to the accuracy and completeness of the Due Diligence Information.
- 5.2 Subject to Clause 5.5, the Grantee acknowledges that:
- 5.2.1 the Welsh Ministers have relied upon the Grantee's expertise and professionalism in the carrying out of all due diligence activities in relation to this Agreement including the requesting of and verification of all Due Diligence Information; and
- 5.2.2 the Due Diligence Information, together with the Grantee's own expertise and working knowledge of the Welsh Ministers' operations, are sufficient to enable the Grantee to satisfy itself that it is able to perform its obligations under this Agreement.
- 5.3 Subject to Clause 5.5, the Grantee shall not be entitled to any additional payment, nor be excused from any liability under this Agreement, and has no right to make a Claim against the Welsh Ministers as a result of:
- 5.3.1 the Grantee having failed to inspect the Service Environment or failed to notify the Welsh Ministers of any actions to accommodate the unsuitability of the Service Environment in accordance with Clause 5.1.4;
- 5.3.2 the Grantee misinterpreting any matter or fact relating to the Service Requirements, or the functions, facilities, condition or capabilities of the Service Environment; or

- 5.3.3 the Grantee having failed to review the Due Diligence Information or any documents referred to in the Due Diligence Information.
- 5.4 No warranty, representation or undertaking (whether express or implied) is given by the Welsh Ministers as to the accuracy, completeness, adequacy or fitness for purpose of any Due Diligence Information or that such information constitutes all of the information relevant or material to the Service Requirements and the Deployed Services. Accordingly, all liability on the part of the Welsh Ministers in connection with:
- 5.4.1 the content of any Due Diligence Information; and
- 5.4.2 any representations or statements made in respect of any Due Diligence Information,
- is excluded to the extent permitted by Law, except to the extent of any fraudulent misrepresentation.
- 5.5 At the Effective Date the Parties acknowledge that the Grantee has not had the opportunity to perform full surveys for all of the Service Environment for the purpose of Clauses 5.1 to 5.3 and that following the Effective Date the Grantee shall undertake the Post-Effective Date Surveys. As a consequence, the Welsh Ministers have permitted the Grantee to make certain Survey Assumptions in respect of the Service Environment as set out in Appendix 4 of Schedule 4.1 (Implementation) and the provisions set out in paragraph 8, 10 and 11 of Schedule 4.1 (Implementation) shall apply in respect of the Survey Assumptions. The Parties agree that Clauses 5.1 to 5.3 shall apply in full (subject to any operation of Paragraph 11 of Schedule 4.1 (Implementation)) in respect of those particular aspects of the Service Environment that are subject to the Post-Effective Date Surveys, once the corresponding Milestone Type 0 process under paragraph 8 of Schedule 4.1 (Implementation) has been completed.
- 5.6 Except as provided in Clause 5.5, the Grantee acknowledges that there shall not be any due diligence or joint verification with the Welsh Ministers after the Effective Date.

PROVISION OF THE DEPLOYED SERVICES

6. PROVISION OF THE NETWORK

- 6.1 The Grantee shall design, build, lay, rollout, test, install, commission, connect, interconnect, complete, provide, operate and maintain the Network in the Coverage Area and in accordance with this Agreement and shall:
- 6.1.1 install the Network and make it ready for use in accordance with the Implementation Plan, the Project Plan, Clauses 15 to 19 and the other terms of this Agreement which relate to the installation of the Network; and
- 6.1.2 ensure that the Network shall upon the relevant Milestone Date provide the relevant functions, capability and broadband services required by this Agreement;
- 6.1.3 provide, at the request of the Welsh Ministers from time to time or as otherwise expressly stated within this Agreement, all supporting mapping and other deployment data to a granular level (including down to a 7 digit post code level, End User Premise level and Structure level) of actual or planned Network Deployment in the Coverage Area (or parts thereof), as

reasonably required in order to ensure transparency consistent with the requirements under the Commission Decision and enable the Welsh Ministers to audit, validate and reasonably satisfy themselves that the actual provision and roll out of the Network and Deployed Services are or will be provided in accordance with the terms of this Agreement.

- 6.2 Where the Grantee has been awarded more than one Agreement under the ITT, together (the “**Intervention Agreements**”) the Grantee shall work with the Welsh Ministers to explore and where reasonably practicable, maximise the efficiency of operations and any savings as a result (“**Operational Integration**”).
- 6.3 The principles of Operational Integration are:
- 6.3.1 The Intervention Agreements shall remain as separate Agreements. As such, the Clauses, Schedules and Appendices contained in each (such as the Project Model, Speed and Coverage Template, Implementation Plan and Project Plan, and Milestones) shall be created, maintained and operated individually, in accordance with the terms of the respective Intervention Agreement.
- 6.3.2 The primary goal of operational integration shall be for the Parties to work together to maximise efficiencies where reasonably practicable between the Intervention Agreements taking into account overlap between those Agreements with a view to reducing Grantee and Welsh Ministers expenditure (in comparison to keeping the operation of the Agreements entirely distinct from each other).
- 6.3.3 The Parties shall work together (acting reasonably and in good faith) and enter into such further arrangements as are necessary to achieve such integration and alignment (including any agreed Changes to the Intervention Agreements if agreed by both Parties to be necessary for such purpose), as soon as is reasonably practicable.
- 6.3.4 Expenditure for the same Deployed Services may not be claimed under more than one Intervention Agreement.
- 6.3.5 Examples of Operational Integration activities:
- a) Governance: Consolidate governance arrangements;
 - b) Key Personnel: As far as reasonably practicable, seeking to use the same key personnel across the Agreements;
 - c) Project Management: Consolidating project management arrangements.
- 6.4 The Parties may within 3 months of the Effective Date agree that the Intervention Agreements should be consolidated into a single Agreement, a process that would be managed through the Change Control Procedure (“**Agreement Consolidation**”). This Agreement Consolidation exercise must provide for:
- 6.4.1 The efficiencies in Operational Integration as described in Clause 6.3 above, shall be established in a single consolidated Agreement, including a new single Project Model and Milestone Payment table;
- 6.4.2 A single Implementation Plan which is an aggregation of each Intervention Agreement such that the pace and volume of coverage overall remains unchanged or accelerated where practical. Sub-phases shall be used to maintain visibility of the respective Lots;

- 6.4.3 A single aggregated Speed and Coverage Template combining the End User Premise level speed and coverage of the Intervention Agreements. Sub-phases shall be used to maintain visibility of the respective Lots;
- 6.4.4 Single Milestone Payment Claim and other processes;
- 6.4.5 Visibility within all Reports of the Deployed Services corresponding to each Lot.

This Agreement Consolidation exercise should not result in any negotiation or unnecessary amendment of Agreement content outside of that required to achieve Agreement Consolidation.

- 6.5 Each Party shall be responsible for its own respective costs of implementing Operational Integration and/or Agreement Consolidation.

7. NOT USED

8. SERVICE REQUIREMENTS AND GRANTEE SOLUTION

- 8.1 The Grantee shall provide the Deployed Services for the duration of the Term and shall ensure that the Deployed Services:

- 8.1.1 comply in all respects with the Service Requirements and the other relevant terms of this Agreement; and
- 8.1.2 are supplied in accordance with the Grantee Solution.

- 8.2 Subject to Clause 5.5:

- 8.2.1 the Grantee agrees that the inclusion of the Supplier Solution as part of this Agreement shall not (subject to Clauses 5.5, 19 and 59) relieve the Grantee of its responsibility for ensuring compliance with the Service Requirements, whilst also agreeing that where a higher standard or greater commitment is specified in the Grantee Solution than specified in the corresponding Service Requirement it shall be obliged to deliver to that higher standard or greater commitment;

- 8.2.2 if either Party becomes aware of any conflict, inconsistency or ambiguity between the Service Requirements and the Grantee Solution, that Party shall as soon as reasonably practicable and in any event within ten (10) Working Days:

- (a) notify the other Party of such conflict, inconsistency or ambiguity; and
- (b) following receipt by the other Party of such notification, the Parties shall endeavour (acting reasonably) to promptly resolve such conflict, inconsistency or ambiguity and if necessary amend the Grantee Solution to address the conflict or inconsistency through the Change Control Procedure at no cost to the Welsh Ministers.

9. OTHER BENEFICIARIES

- 9.1 The Parties agree that:

- 9.1.1 each Other Beneficiary shall:

- (a) be entitled to benefit from the performance of the Grantee's obligations under this Agreement to the same extent as the Welsh

Ministers are entitled to do so under the terms of this Agreement (as if a Party) provided that, subject to Clause 9.1.3, each Other Beneficiary shall not itself be entitled to enforce any rights it has under this Agreement nor bring any Claim against the Grantee; and

(b) be a third party beneficiary for the purposes of the Contracts (Rights of Third Parties) Act 1999;

9.1.2 the Welsh Ministers shall use reasonable endeavours to procure that any Claim that any Other Beneficiary has under this Agreement against the Grantee is assigned by that Other Beneficiary to the Welsh Ministers and managed by the Welsh Ministers. The Grantee agrees:

(a) that such Claims may be so assigned and managed; and

(b) in the circumstances contemplated under Clause 9.1.2(a), the Welsh Ministers shall (subject to Clause 57) be entitled to recover Losses suffered by any Other Beneficiary to the same extent that such Losses would be recoverable from the Grantee under this Agreement had they been suffered by the Welsh Ministers, notwithstanding that such Losses may not have been suffered by the Welsh Ministers;

9.1.3 to the extent that the Welsh Ministers are unable to procure assignment of a Claim in accordance with Clause 9.1.2 (having complied with Clause 9.1.2), the relevant Other Beneficiary shall be entitled to bring such Claim under this Agreement directly against the Grantee, as if that Other Beneficiary was the Welsh Ministers (and the Welsh Ministers shall provide reasonable notice to the Grantee to the extent they are aware of the intention of the Other Beneficiary to bring such Claim);

9.1.4 subject to Clauses 9.1.2 and 9.1.3, the Welsh Ministers shall be entitled to enforce the terms of this Agreement against the Grantee in relation to the performance or non performance of the Grantee's obligations set out in this Agreement to an Other Beneficiary; and

9.1.5 an Other Beneficiary shall have no authority to agree changes to, or to waive any breach of, this Agreement.

9.2 For the avoidance of doubt, where no Other Beneficiaries are included within the scope of this Agreement whether by being specifically identified at the "Other Beneficiary" definition in Schedule 1 or by agreement of the Parties in accordance with that definition, any other references within the provisions of this Agreement to an "Other Beneficiary" or "Other Beneficiaries" have no effect.

10. GENERAL PERFORMANCE STANDARDS

10.1 Without prejudice to the Service Requirements, the Grantee shall ensure that the Deployed Services are at all times performed:

10.1.1 in an economic, efficient, effective and safe manner in accordance with Good Industry Practice;

10.1.2 in accordance with the applicable Codes and Standards and the Consents;

10.1.3 in such a manner as not to detract from or damage the image and reputation of the Welsh Ministers or the Programme Authority; and

- 10.1.4 save as expressly provided in the Agreement, in such a manner as not to unreasonably impede, prevent or increase the cost of the Welsh Ministers from discharging their obligations and duties (including any statutory and/or public finance related obligations).
- 10.2 Without prejudice to the Service Requirements, the Grantee shall ensure that Network Deployment is:
- 10.2.1 at all times performed so as to minimise interference with the convenience of the public, access to public/private roads or footpaths, or other users of the Service Environment;
- 10.2.2 wherever reasonably practicable, in accordance with all reasonably necessary directions given to the Grantee by the Welsh Ministers during the Term, provided that those directions are not inconsistent with this Agreement or are unreasonably burdensome to the Grantee having regard to the requirements of this Agreement; and
- 10.2.3 in a manner that is not injurious to health and that (unless agreed otherwise with the Welsh Ministers in writing) does not cause any nuisance or damage to any property or the environment.
- 10.3 The Parties shall at all times act reasonably and in good faith towards (and co-operate with) each other to the extent required for the performance of this Agreement.
- 10.4 If the Grantee fails to comply with its obligations in accordance with this Agreement the Welsh Ministers may, in addition to its other rights, require the Grantee to comply with its obligations (with the costs of such compliance to be borne by the Grantee).

11. CODES AND STANDARDS

The Parties shall discuss any conflict that either Party reasonably believes that there is or will be between any of the Codes and Standards, or between any of the Codes and Standards and any other obligation under this Agreement, and the Grantee shall make proposals for resolution of the conflict for consideration by the Welsh Ministers.

12. CONSENTS

- 12.1 Subject to Clause 12.2, the Grantee shall, in its name (or, where necessary, in the name of a relevant Subcontractor), apply for, obtain, maintain, renew and adhere to the applicable conditions of all Consents.
- 12.2 The Welsh Ministers shall apply for, obtain, maintain and renew all Consents that, as a matter of law, only the Welsh Ministers are eligible to obtain (as agreed by the Parties in writing).
- 12.3 The Grantee shall use reasonable endeavours to consult with all relevant local planning and related organisations such as existing broadcast and telecommunications services, CADW, air traffic service operators and local planning and highway authorities in respect of any development proposed pursuant to this Agreement and the obtaining of the requisite Consents.

13. COMPLIANCE WITH AND CHANGES IN LAW

13.1 The Grantee shall ensure that it performs its obligations under this Agreement at all times in compliance with all applicable Laws.

13.2 The Grantee shall neither be relieved of the performance of any of its obligations under this Agreement nor be entitled to an increase in any Milestone Payment as the result of:

13.2.1 a General Change in Law; or

13.2.2 a Specific Change in Law where the effect of that Specific Change in Law on the obligations set out in this Agreement is known at the Effective Date.

13.3 If a Specific Change in Law occurs or will occur during the Term (other than those referred to in Clause 13.2.2), the Grantee shall notify the Welsh Ministers of the likely effects of that change, including where the Grantee reasonably believes that:

13.3.1 a change is required to the terms of this Agreement;

13.3.2 relief from compliance with the Grantee's obligations under this Agreement is required; and/or

13.3.3 it will incur material additional cost in the performance of its obligations under this Agreement as a consequence of the Specific Change in Law.

13.4 As soon as reasonably practicable the Parties shall meet to discuss the likely effects of the Specific Change in Law. Subject to Clauses 13.2.2 and 20.2, any change to this Agreement arising from this Clause 13 shall be processed by the Parties in accordance with Clause 31.

14. NOT USED

IMPLEMENTATION

15. NETWORK IMPLEMENTATION

The Grantee shall conduct Network Deployment and perform the Deployed Services in accordance with the Implementation Plan and the Project Plan.

16. MILESTONES

16.1 The Grantee shall ensure that each Milestone is Achieved on or before the associated Milestone Date in accordance with the procedure set out in paragraph 6 of Schedule 4.1 (Implementation).

16.2 The Welsh Ministers shall issue a Milestone Achievement Certificate upon the Achievement of each Milestone in accordance with paragraph 6 of Schedule 4.1 (Implementation). Notwithstanding the issuing of any Milestone Achievement Certificate, the Grantee shall remain solely responsible for ensuring that the Grantee Solution as designed and developed is suitable for the delivery of the Deployed Services and that the Deployed Services are delivered in accordance with the terms of this Agreement. No estoppel or waiver shall arise as a result of the issue of any Milestone Achievement Certificate.

17. DELAY – GENERAL PROVISIONS

- 17.1 If the Grantee becomes aware that it will not (or is unlikely to) Achieve any Milestone by the Milestone Date it shall as soon as is practicable notify the Welsh Ministers of the fact of the Delay and summarise the reasons for it.
- 17.2 The Grantee shall (without prejudice to the Welsh Ministers' rights and remedies under this Agreement):
- 17.2.1 in respect of Delay caused by the Grantee's Default, use all reasonable endeavours; and
- 17.2.2 in respect of all other Delay, use reasonable endeavours,
- to eliminate or mitigate the consequences of the Delay.
- 17.3 The Grantee acknowledges and agrees that any additional cost incurred in complying with Clause 17.2 may not, where such Delay resulted from Default by the Grantee, be claimed from the Welsh Ministers nor otherwise applied within any of the financial mechanisms under Schedule 5.1 (Milestone Payments and Claims Procedure).

18. DELAY DUE TO GRANTEE DEFAULT

- 18.1 Unless agreed otherwise by the Parties in writing, the Grantee shall submit a draft Remedial Plan in accordance with Clause 38 where due to any Default by the Grantee:
- 18.1.1 it becomes aware that it will not Achieve a Milestone by the associated Milestone Date; and/or
- 18.1.2 it has failed to Achieve a Milestone by the associated Milestone Date.
- 18.2 Each draft Remedial Plan provided pursuant to Clause 18.1 shall identify the issues arising out of the Delay and the steps that the Grantee proposes to take to Achieve the Milestone in accordance with the terms of this Agreement.
- 18.3 If a Milestone M1 is not Achieved by the associated Milestone Date due (in whole or in part) to any Default by the Grantee, the Welsh Ministers may at their discretion (without waiving any rights in relation to the other options or rights under or in relation to this Agreement) elect to:
- 18.3.1 issue a Milestone Achievement Certificate conditional on the remediation of the issues in accordance with an agreed Remedial Plan; and/or
- 18.3.2 escalate the matter in accordance with the Escalation Process;
- 18.4 Where the Welsh Ministers issue a conditional Milestone Achievement Certificate in respect of a Milestone M1 in accordance with Clause 18.3.1:
- 18.4.1 the Welsh Ministers shall be entitled to revise the failed Milestone Date and any subsequent Milestone Date;
- 18.4.2 the Grantee shall be entitled to commence the performance of any work required to Achieve the subsequent Milestone M2 ; and
- 18.4.3 unless the Welsh Ministers agree otherwise in writing, any Milestone Payment associated with the relevant Milestone M1 shall not be payable until the remediation of the issues in accordance with the agreed Remedial Plan.

19. DELAY DUE TO A RELIEF EVENT

- 19.1 If and to the extent that as a direct result of the occurrence of a Relief Event the Grantee is unable to comply with its obligations under this Agreement, then the Grantee shall be entitled to apply for relief in accordance with this Clause 19.
- 19.2 As soon as practicable after the Grantee becomes aware that a Relief Event has, will or is reasonably likely to cause the Grantee to be in Default of its obligations under this Agreement, the Grantee shall promptly provide the Welsh Ministers with a Relief Notice which shall include:
- 19.2.1 a description of the Relief Event along with the date of occurrence and likely duration of the Relief Event;
 - 19.2.2 the Grantee's proposals for either remedying or mitigating the effects of the Relief Event;
 - 19.2.3 the Grantee's claim for relief from its obligations under this Agreement,
- and the Grantee shall provide such additional information and/or attend any meetings with the Welsh Ministers as the Welsh Ministers may reasonably require for the purpose of clarifying the Relief Notice.
- 19.3 Subject to Clauses 19.1 and 19.4 and provided the Grantee has complied with Clauses 17.2.2 and 19.2 and used reasonable endeavours to perform the relevant obligations affected by the Relief Event:
- 19.3.1 the Grantee shall not be treated as being in Default of this Agreement to the extent that such Default is a direct result of the Relief Event; and
 - 19.3.2 if as a direct consequence of the Relief Event the Grantee is unable to meet a deadline related to the performance of its obligations under this Agreement, the deadline date shall be postponed by a reasonable time taking into account the likely effect of the delay caused by the Relief Event.
- 19.4 The Grantee shall not be entitled to relief in accordance with this Clause 19 to the extent that the relief from its obligations under this Agreement claimed could reasonably be expected to be mitigated by the Grantee acting in accordance with Good Industry Practice and without incurring material additional expenditure.
- 19.5 Following the issue of a Relief Notice in accordance with Clause 19.2 the Parties shall negotiate in good faith and as soon as reasonably practicable attempt to agree upon the relief to be granted to the Grantee. If the Parties cannot agree the extent of any relief required, or that a Relief Event has occurred, the Parties shall resolve the matter in accordance with the Dispute Resolution Procedure.
- 19.6 To the extent that the consequences of a Relief Event can be addressed by a change to the Project Plan without impacting upon the Implementation Plan, then the Parties shall use their respective reasonable endeavours to agree a change to the Project Plan in accordance with paragraph 5.8.2 of Schedule 4.1 (Implementation) without recourse to the Change Control Procedure.
- 19.7 To the extent that the consequences of a Relief Event:
- 19.7.1 materially adversely affect (or are likely to materially adversely affect) the performance of the Deployed Services for a sustained and indeterminate period;
 - 19.7.2 have been mitigated by the Grantee in accordance with Good Industry Practice without incurring material expenditure pursuant to Clause 19.4; and

19.7.3 cannot be addressed solely by a change to the Project Plan without recourse to the Change Control Procedure in accordance with Clause 19.6,

then the Parties shall use their respective reasonable endeavours to address the consequences of the Relief Event in accordance with Clause 31.

FINANCIAL MATTERS

20. MILESTONE PAYMENTS AND INVOICING

- 20.1 In consideration of the Grantee performing the Deployed Services the Welsh Ministers shall pay the Milestone Payments to the Grantee subject to and in accordance with Schedule 5.1 (Milestone Payments and Claims Procedure) and the other terms of this Agreement.
- 20.2 Unless agreed otherwise by the Welsh Ministers in writing or as expressly set out in this Agreement and save for any right to claim for damages under this Agreement or at law (subject always to Clause 57), the Milestone Payments shall be the only payments (of any kind) made by the Welsh Ministers in respect of the Grantee's performance of its obligations under this Agreement.
- 20.3 Except as expressly provided in this Agreement, the Parties shall each bear their own costs and expenses incurred in respect of compliance with their obligations set out in this Agreement.
- 20.4 Interest shall be payable on the late payment of any undisputed Milestone Payment properly claimed in accordance with the terms of this Agreement at the rate of two (2) per cent per annum above the base rate for the time being of the Bank of England. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount.
- 20.5 The Grantee shall ensure that any supply chain sourcing or procurement it or its Key Subcontractors conduct for the purposes of delivering the Deployed Services will be undertaken in accordance with the Grantee's or Key Subcontractor's (as applicable) standard procurement policies and will be consistent with Clause 33.
- 20.6 The Grantee shall ensure that any Subcontract awarded by the Grantee for the purposes of performing or contributing to the performance of any part of the Deployed Services will include terms requiring the:
- 20.6.1 Grantee to pay any sums which are due from it to the Subcontractor within 30 days from receipt of a valid and undisputed invoice;
 - 20.6.2 Grantee to consider and verify any invoices for payment submitted by the Subcontractor in a timely fashion and that undue delay in doing so is not to be sufficient justification for failing to regard an invoice as valid and undisputed; and
 - 20.6.3 Subcontractor to include in any sub-contract which it in turn awards for the purpose of performing or contributing to the performance of the whole or any part of this Agreement suitable will impose, as between the parties to that sub-contract, requirements to the same effect as those required by this Clause 20.6.
- 20.7 Clause 20.6 above is without prejudice to any contractual or statutory provision under which any payment is to be made earlier than the time required by that clause.

21. WHOLESALE ACCESS PRICES

- 21.1 The Grantee shall make available Wholesale Access Products and Services at the Project Wholesale Access Prices in accordance with the relevant terms of this Agreement.
- 21.2 The Project Wholesale Access Prices shall be benchmarked in accordance with Schedule 5.2 (Wholesale Access Pricing).

22. PROJECT MODEL

The provisions of Schedule 5.3 (The Project Model) shall apply in respect of the operation and maintenance of the Project Model.

23. STATE AID

- 23.1 Both the Grantee and the Welsh Ministers acknowledge that any Subsidy Payments by the Welsh Ministers to the Grantee pursuant to this Agreement must be made in accordance with the State Aid Terms (including being made pursuant to an approved State Aid scheme).
- 23.2 The Grantee shall provide such assistance, information and/or support as the Welsh Ministers may reasonably require from time to time in connection with the Welsh Ministers' responsibilities under the State Aid Terms, or with any action, examination and/or investigation by the European Commission, pursuant to the State Aid Terms as may, in the Welsh Ministers' view, be reasonably necessary and relevant, but for the avoidance of doubt shall not require the Grantee to provide legal advice subject to privilege to the Welsh Ministers, and the Grantee shall be given adequate time to provide the information.
- 23.3 If the European Commission issues a recovery decision as defined in Article 16(1) of Council Regulation 2015/1589 in connection with this Agreement naming the Grantee as beneficiary of unlawful aid, then, unless a repayment date has been specified by the European Commission or the national court, the Welsh Ministers shall issue a written notice to the Grantee (with such notice including a copy of the relevant European Commission decision) and the Grantee shall pay without delay and in any event not later than 20 Working Days from the date of such written notice, an amount equivalent to the unlawful and incompatible aid of which the Grantee is beneficiary (plus interest, calculated from the date when the unlawful aid was first provided to the Grantee, as applicable), which the European Commission requires to be repaid pursuant to its decision into a blocked account to which neither Party has unilateral access pending either: (i) the expiry of the deadlines for the Grantee to bring proceedings challenging the recovery decision without the Grantee having brought such proceedings before such expiry; or, where the Grantee has brought proceedings before such expiry, (ii) the final outcome of those proceedings including any appeals, provided that where the European Commission's decision does not specify the precise amount of unlawful aid to be recovered, the Parties shall (acting reasonably) calculate and agree upon the precise amount to be repaid.
- 23.4 If the European Commission issues a recovery decision as defined in Article 16(1) of Council Regulation 2015/1589 in connection with this Agreement naming the Grantee as beneficiary, the Grantee acknowledges that Clause 23.3 shall apply regardless of whether:
- 23.4.1 the Grantee is in Default and irrespective of the Grantee's financial circumstances, except that the Welsh Ministers shall apply paragraphs 60 to 68 of the Notice from the Commission 2007/C 272/05 in respect of the Grantee; and

23.4.2 in the Welsh Ministers' view, as previously indicated to the Grantee, the State aid granted in connection with this Agreement complies with the State Aid Terms.

23.5 If the Grantee fails to bring proceedings in respect of the repayment decision before the expiry of the deadlines for those proceedings or loses any proceedings and fails to the extent possible to bring an appeal against that loss:

23.5.1 the Grantee shall immediately give its consent for the unlawful and incompatible aid (plus interest, as applicable) to be released from the blocked account to the Welsh Ministers and/or to such other government body as the Welsh Ministers may direct, including in particular the Programme Authority;

23.5.2 without prejudice to any other remedy available to the Grantee at law (subject always to Clause 57), the Welsh Ministers shall make no payment to the Grantee to indemnify the Grantee for the recovery of the unlawful and incompatible State aid; and

23.5.3 subject to Clauses 20.2 and 23.5.2, the Parties shall deal with the effect on this Agreement of the repayment of the unlawful State aid in accordance with the Change Control Procedure.

24. ADDITIONAL APPROVED FUNDING AND EXTERNAL FUNDING

24.1 Schedule 5.4 (Additional Approved Funding) shall apply in respect of any Additional Approved Funding within the scope of this Agreement.

24.2 Schedule 5.5 (External Funding) shall apply in respect of any funding other than the Welsh Ministers' own and Programme Authority funding within the scope of this Grant Agreement.

25. NO INDEXATION

The Milestone Payments shall not be subject to indexation of any kind.

26. TAX

In the event that the Milestone Payments are, or become at any time, subject to VAT then the Welsh Ministers shall provide such reasonable assistance as the Grantee may reasonably require in order to resolve this matter.

27. NOT USED

28. FINANCIAL DISTRESS

28.1 During the Term the Grantee shall regularly monitor its own and each of its Key Subcontractors' credit ratings or (where used as proxies for credit ratings) Dun & Bradstreet rating, which at the Effective Date are as follows:

ORGANISATION	AGENCY	RATING
Grantee	Moody's	Baa2
	Standard & Poors	BBB

28.2 The Grantee shall promptly notify (or shall procure that its auditors promptly notify) the Welsh Ministers and Programme Authority in writing following the occurrence of a Financial Distress Event (and in any event ensure that such notification is made within

ten (10) Working Days of the date on which the Grantee first becomes aware of the Financial Distress Event).

28.3 In the event that the Welsh Ministers reasonably believes that the Financial Distress Event could adversely impact the performance of this Agreement and/or the security of public subsidy already granted (or to be granted) pursuant to this Agreement, at the request of the Welsh Ministers the Grantee shall:

28.3.1 (and shall procure that the relevant Key Subcontractors shall) meet with the Welsh Ministers as soon as practicable to review the effect of the Financial Distress Event on the continued performance of this Agreement and/or the security of public subsidy already granted (or to be granted) pursuant to this Agreement;

28.3.2 as soon as practicable and in any event within ten (10) Working Days (taking into account any discussions and any representations made pursuant to Clause 28.3.1), provide a draft Financial Distress Event Remedial Plan for approval by the Welsh Ministers explaining how the Grantee and/or relevant Key Subcontractor will remedy the potential adverse impact of the Financial Distress Event on the continued performance of this Agreement and/or the security of public subsidy already granted (or to be granted) pursuant to this Agreement; and

28.3.3 provide such financial information as the Welsh Ministers may reasonably require to support Clause 28.3.2.

28.4 The Grantee shall incorporate any reasonable comments provided by the Welsh Ministers on the draft Financial Distress Event Remedial Plan and provide such number of revised drafts as may reasonably be required until the Welsh Ministers have approved the Financial Distress Event Remedial Plan (which approval shall not be unreasonably withheld or delayed).

28.5 Following approval of any Financial Distress Event Remedial Plan pursuant to Clause 28.4, the Grantee shall implement the plan in accordance with its terms and review the plan on a regular basis and assess whether it remains adequate and up to date so as to ensure the continued performance of this Agreement and/or the security of public subsidy already granted (or to be granted).

28.6 The Welsh Ministers' rights set out in this Clause 28 shall be without prejudice to the Welsh Ministers' termination rights set out in Clause 61.

29. NOT USED

30. NOT USED

31. GRANTEE COSTS BORNE BY THE WELSH MINISTERS

31.1 Where the terms of this Agreement expressly provide that any increased costs incurred by the Grantee in performing the Deployed Services shall be borne by the Welsh Ministers (in full or in part) or otherwise that the matter is to be addressed in accordance with this Clause 31, unless expressly provided otherwise in this Agreement the Parties shall use their respective reasonable endeavours to agree (using the Change Control Procedure where applicable) the application of one or more of the following options in respect of any such costs:

31.1.1 the Parties shall endeavour to agree that any increased costs incurred by the Grantee in performing Network Deployment can be absorbed within the existing Milestone Payment arrangements, for example where the Grantee has incurred less cost in other areas of the Network Deployment, without

amendment to the Milestones and the associated Milestone Achievement Criteria;

- 31.1.2 the Parties shall endeavour to agree amendments to the Milestones, the Milestone Achievement Criteria and/or the Milestone Payments provided that (subject to Clause 31.1.5) the aggregate Milestone Payments from time to time shall not exceed the aggregate Milestone Payments agreed at the Effective Date;
- 31.1.3 the Parties shall endeavour to agree amendments to the Service Requirements, the Grantee Solution and/or (subject to Clauses 20.2 and 31.1.2) any other term of this Agreement;
- 31.1.4 the Parties shall endeavour to agree that the Grantee shall bear the increased costs incurred by the Grantee in performing the Deployed Services; and/or
- 31.1.5 only in exceptional circumstances, the Welsh Ministers may make available additional funds to satisfy some or all of the increased costs.

SUBCONTRACTING AND SUPPLY CHAIN RIGHTS

32. SUBCONTRACTORS

- 32.1 The Grantee shall not subcontract any Key Service without the Welsh Ministers' prior written consent, which shall not be unreasonably withheld or delayed. In providing its consent pursuant to this Clause 32.1, the Welsh Ministers may impose such conditions as the Welsh Ministers reasonably consider appropriate including a requirement that certain terms and conditions from this Agreement are flowed down to the relevant Key Subcontract.
- 32.2 At the Effective Date the Welsh Ministers have consented to the engagement of the Key Subcontractors listed in Schedule 3.3 (Key Subcontractors). The Grantee shall provide to the Welsh Ministers copies of any draft or final Key Subcontracts if required by the Welsh Ministers from time to time.
- 32.3 The Grantee shall ensure that a provision is included in each Key Subcontract requiring the Key Subcontractor to:
 - 32.3.1 promptly notify the Grantee and the Welsh Ministers in writing of a Key Subcontractor Financial Distress Event or any fact, circumstance or matter which could cause a Key Subcontractor Financial Distress Event (and in any event, provide such notification within ten (10) Working Days of the date on which the Key Subcontractor first becomes aware of the Key Subcontractor Financial Distress Event or the fact, circumstance or matter which could cause the Key Subcontractor Financial Distress Event); and
 - 32.3.2 co-operate with the Grantee and the Welsh Ministers in order to give full effect to the provisions of Clauses 28.3 to 28.5, including meeting with the Grantee and the Welsh Ministers to discuss and review the effect of the Key Subcontractor Financial Distress Event on the continued performance and delivery of the Deployed Services and/or the security of public subsidy already granted (or to be granted) pursuant to this Agreement, and contributing to and complying with the Financial Distress Event Remedial Plan.

- 32.4 The Grantee shall not terminate or materially amend any Key Subcontract to the extent this could adversely affect the Grantee's compliance with its obligations under this Agreement, or change the identity of any Key Subcontractor, without the Welsh Ministers' prior written consent, which shall not be unreasonably withheld or delayed. This provision shall not apply to restrict amendments to Key Subcontracts to the extent these represent changes which ordinarily occur in the normal course of business.
- 32.5 At the Effective Date the Grantee undertakes that it has not entered into (and shall not enter into at any time during the Term) any form of exclusivity arrangement with any Subcontractor that would be detrimental to the level of competition for any other broadband project that may be procured by the Welsh Ministers or other Local Body.
- 32.6 The Welsh Ministers shall have the right to require the Grantee to cease to use any Subcontractor in connection with this Agreement where the Subcontractor's failure has led to material Default of this Agreement by the Grantee.

33. SMALL AND MEDIUM SIZED ENTERPRISES

- 33.1 Subject to Clause 33.3, the Grantee shall implement such processes and measures as may be appropriate so as to ensure that, where the Grantee is proposing to subcontract any of the Deployed Services prior to or at any time during the Term, SMEs (when compared with other potential Subcontractors) are given fair, equal and proportionate access to the subcontracting opportunity. At a minimum, the Grantee shall:
- 33.1.1 to the extent practicable, advertise its subcontracting opportunities in a form which is accessible by all potential Subcontractors including SMEs (for example, on the Sell2Wales website); and
- 33.1.2 propose to potential Subcontractors that are SMEs, such commercial, financial and technical terms and conditions that are, where appropriate and proportionate to the nature, size and capacity of the proposed Subcontractor and having regard to the services to be subcontracted, no more onerous than the relevant terms and conditions proposed by the Grantee to other potential Subcontractors.
- 33.2 The Grantee shall report on its engagement with, and the opportunities made available to, SMEs pursuant to Clauses 33.1 and 33.3 in accordance with Schedule 6.4 (Reports). The Grantee shall be entitled to withhold specific details about the relevant SMEs to the extent this would place the Grantee in breach of confidentiality obligations owed by the Grantee to such SMEs.
- 33.3 Nothing in this Clause 33 shall require the Grantee to disrupt or not utilise contracted supply chain arrangements which are in place for the purposes of the Grantee's wider business and which are in effect prior to, or which come into effect after, the Effective Date, provided that the Grantee can demonstrate to the reasonable satisfaction of the Welsh Ministers that such supply chain arrangements are consistent with the SME objectives set out in this Clause 33.

GOVERNANCE AND KEY PROCEDURES

34. REPRESENTATIVES

- 34.1 The Welsh Ministers shall appoint a WM Representative and the Grantee shall appoint a Grantee Representative who shall have the authority to act on behalf of the respective Party on the matters pursuant to this Agreement. Either Party may, by prior

written notice to the other Party, revoke or amend the authority of its Representative or appoint a new or an alternate Representative.

- 34.2 The respective Representatives shall be sufficiently senior within the organisation of the appointing Party, and granted sufficient authority by that Party, to ensure full cooperation in relation to the operation and the management of this Agreement.

35. GOVERNANCE

The Parties agree to manage their relationship and this Agreement in accordance with Schedule 6.1 (Governance).

36. AUDIT

- 36.1 If an audit is imposed on the Welsh Ministers and/or this Agreement by any Regulatory Body at any time during the Term and the 12 month period following the Term the provisions set out in this Clause 36 shall apply.

- 36.2 The relevant Regulatory Body (and/or its agents or representatives) may perform any such audit in accordance with this Clause 36.

- 36.3 There shall be no restriction on the frequency of such audits and the Welsh Ministers shall use reasonable endeavours to procure that the relevant Regulatory Body (or where applicable its agents or representatives) shall endeavour, but shall not be obliged, to provide at least 15 Working Days' notice of the intention to conduct such audit.

- 36.4 The Welsh Ministers shall use reasonable endeavours to procure that the conduct of any such audit does not unreasonably disrupt the Grantee or delay the performance of this Agreement.

- 36.5 Subject to Clauses 36.6 and 50, the Grantee shall provide the relevant Regulatory Body (and/or its agents or representatives) with all such reasonable co-operation and assistance as is reasonably necessary in relation to any such audit, including provision of:

36.5.1 such relevant information requested by the relevant Regulatory Body (and/or its agents or representatives) within the scope of the audit imposed by the Regulatory Body (provided that the Welsh Ministers shall use reasonable endeavours to procure that the Regulatory Body shall limit the scope of any audit to the information provided or maintained pursuant to Clause 37 and the verification of such information, with the Grantee acknowledging that the relevant powers and duties of the Regulatory Body cannot be fettered and that the Regulatory Body may request additional information pursuant to this Clause 36.5.1); and

36.5.2 reasonable access to any site controlled by the Grantee or any Key Subcontractor (including any Network implementation or maintenance works conducted pursuant to this Agreement) and/or reasonable access to Grantee Personnel, in each case where the scope of the relevant audit cannot be satisfied by the provision of the information provided pursuant to Clause 36.5.1.

- 36.6 The Parties agree that:

36.6.1 the provision of information by electronic means shall be used to satisfy an audit pursuant to this Clause 36 unless in the relevant Regulatory Body's (or its agent's or representative's) reasonable opinion this will not satisfy the audit requirement; and

- 36.6.2 where the inspection at any site controlled by the Grantee is required, such inspection shall be subject to the Grantee's then current standard security policies to the extent notified to the relevant Regulatory Body (or where applicable its agents or representatives) in advance of the relevant inspection.
- 36.7 The Grantee shall bear its own costs and expenses incurred in respect of compliance with this Clause 36, unless and to the extent such costs and expenses are recoverable as Qualifying Capital Expenditure pursuant to Schedule 5.1 (Milestone Payments and Claims Procedure).
- 36.8 The Welsh Ministers shall procure that the relevant Regulatory Body (and where applicable its agents and representatives) shall bear its own costs and expenses incurred in respect of compliance with this Clause 36.
- 36.9 Where as a consequence of any audit carried out pursuant to this Clause 36 the relevant Regulatory Body (or its agents or representatives) reasonably considers that a re-audit is required, then such re-audit may be carried out in accordance with this Clause 36.

37. REPORTS AND RECORDS

- 37.1 The Grantee shall produce and provide to the Welsh Ministers and the Programme Authority the reports set out in Schedule 6.4 (Reports) and such other reports as are expressly set out in this Agreement, along with such reasonable additional ad hoc reports concerning the operation of this Agreement as the Welsh Ministers may reasonably require from time to time. Where the preparation of any ad hoc report requested by the Welsh Ministers pursuant to this Clause 37.1 shall impose a material burden on the Grantee's resources, the Grantee shall notify the Welsh Ministers and the Parties shall (prior to the Grantee actioning the request) promptly discuss the issue and agree in writing a reasonable resolution (including using the Change Control Procedure where applicable).
- 37.2 The Grantee shall keep and maintain:
- 37.2.1 for the duration of the Term; and
- 37.2.2 for seven (7) years or such longer period if required by Law after the termination or expiry of this Agreement (taking into account the Grantee's own information retention policies in respect of such seven (7) year or longer period):
- (i) the MPC Supporting Documentation described in paragraph 4 and the Project Accounts and other financial records as described in paragraph 5 of Schedule 5.1 (Milestone Payments and Claims Procedure); and (ii) such other records concerning the provision of the Deployed Services and the operation of this Agreement as would be maintained in accordance with Good Industry Practice, which the Grantee shall provide to (i) the Welsh Ministers pursuant to paragraph 4.3 of Schedule 5.1 (Milestone Payments and Claims Procedure); and (ii) as required pursuant to Clause 36.
- 37.3 Subject to Clause 50, the Welsh Ministers may share the reports and records provided or made available to them pursuant to this Clause 37 with the Programme Authority any Crown Body or Local Body.

38. REMEDIAL PLAN PROCESS

- 38.1 Subject to Clause 38.2, if the Grantee commits a material Default and such Default is capable of remedy in accordance with Clause 61.1.1(a), or an event to which the

Remedial Plan Process is stated to apply occurs, the Remedial Plan Process shall apply.

- 38.2 The Remedial Plan Process shall be without prejudice to the Welsh Ministers' right to terminate this Agreement without providing a remedy period in accordance with Clauses 61.1.1(b) and 61.1.2 to 61.1.6.

39. CHANGE CONTROL

- 39.1 Subject to Clause 39.2, the Parties shall comply with their respective obligations in relation to Contract Changes as set out in Schedule 6.2 (Change Control Procedure).

- 39.2 Subject to Clause 39.3, if and to the extent that the Wholesale Access Products and Services incorporate (expressly in this Agreement or by reference) any regulated published list prices, regulated terms and/or other regulated items then such prices, terms and/or other items shall be maintained by the Grantee in accordance with the Grantee's normal business practice and not in accordance with the Change Control Procedure, provided that:

39.2.1 the Grantee shall promptly identify to the Welsh Ministers in writing any relevant and material change to such prices, terms and/or other items; and

39.2.2 to the extent that such prices, terms and/or other items are expressly included in this Agreement, the Parties shall document a variation to the relevant term of this Agreement in writing.

- 39.3 Where any change to the regulated published list prices, regulated terms and/or other regulated items referred to in Clause 39.2 affects any relevant compliance statement set out in the Compliance Matrix or any other provision in this Agreement, the Grantee shall promptly notify the Welsh Ministers and the Parties shall use their respective reasonable endeavours to address the matter using the Change Control Procedure.

40. DISPUTES

All Disputes shall be resolved in accordance with the Dispute Resolution Procedure set out in Schedule 6.3 (Dispute Resolution Procedure).

PERSONNEL, PREMISES AND ASSETS

41. GRANTEE PERSONNEL

41.1 General

The Welsh Ministers may refuse admission to the WM Premises and/or direct the Grantee to end the involvement in the performance of the Grantee's obligations under this Agreement of any of the Grantee Personnel whom the Welsh Ministers reasonably believe represents a security risk and/or does not have the required levels of training and expertise and/or where the Welsh Ministers have other grounds for doing so. The Welsh Ministers shall provide an explanation for any such decision, subject to confidentiality, safety or other reasonable restraints on releasing such information.

41.2 Convictions

41.2.1 For each of the Grantee Personnel who, in providing the Deployed Services, has, will have or is likely to have access to children, vulnerable persons, or

other members of the public to whom the Welsh Ministers owe a special duty of care, the Grantee shall (unless and to the extent agreed otherwise by the Welsh Ministers in writing):

- (a) carry out appropriate checks in accordance with Good Industry Practice in relation to Convictions (including conducting a Criminal Records Bureau check where to conduct such a check would be consistent with Good Industry Practice); and
- (b) conduct such questioning and investigation as is reasonable regarding any Convictions, where the above required checks reveal a Conviction.

41.2.2 The Grantee shall not (and shall ensure that a Subcontractor shall not) engage or continue to utilise in the provision of those Deployed Services involving or which are likely to involve access to children, vulnerable persons, or other members of the public to whom the Welsh Ministers owe a special duty of care, any member of the Grantee Personnel whose Conviction means it would reasonably be regarded as inappropriate for them to be conducting such activity.

41.2.3 For the purpose of this Clause 41.2, references to "access" shall not include incidental access to members of the public due to Network Deployment on or about a public highway.

41.3 **Key Personnel**

41.3.1 The Parties have agreed to the appointment of the Key Personnel as at the Effective Date. The Grantee shall obtain the prior written consent of the Welsh Ministers (such consent not to be unreasonably withheld or delayed, but without prejudice to the Grantee needing to take any action as may reasonably be required in accordance with its employment procedures) before any member of the Key Personnel is removed or replaced from their corresponding role during the Term, and, where possible, at least three (3) months' written notice shall be provided by the Grantee of its intention to replace any member of Key Personnel from their corresponding role.

41.3.2 The Grantee acknowledges that the Key Personnel are essential to the proper provision of the Deployed Services. The Grantee shall ensure that the role of any Key Personnel is not vacant for any longer than ten (10) Working Days and that any replacement shall be as or more qualified and experienced as the previous incumbent of such role to carry out the tasks assigned to the role of the member of Key Personnel whom he or she has replaced.

41.3.3 The Grantee shall ensure that each of the Key Personnel shall work for such a period of time in the performance of the Deployed Services that is commensurate with and sufficient to perform the obligation of that person's role (which shall be at least for the expected duration of the role set out in Schedule 3.4 (Key Personnel)), unless the Welsh Ministers otherwise give their prior written consent (such consent not to be unreasonably withheld or delayed). To the extent that it can do so without disregarding its statutory obligations, the Grantee shall take such steps as are reasonably necessary to ensure that it retains the services of all the Key Personnel.

41.3.4 The Welsh Ministers may identify any of the roles performed by Grantee Personnel as Key Personnel for agreement by the Grantee (such agreement not to be unreasonably withheld or delayed), who will then be included on the list of Key Personnel by the Grantee in accordance with the Change Control Procedure. The Welsh Ministers may also require the Grantee to

remove any member of the Key Personnel that the Welsh Ministers consider in any respect unsatisfactory and the Grantee shall take such action as may reasonably be required in accordance with its employment procedures.

41.3.5 The Welsh Ministers shall not be liable for the cost of replacing any member appointed to a Key Personnel role.

41.4 **Grantee Personnel Security**

41.4.1 The Grantee shall ensure that proper staff vetting procedures are in place in respect of all Grantee Personnel employed or engaged in the performance of the Deployed Services.

41.4.2 The Grantee shall provide training on a continuing basis for all Grantee Personnel employed or engaged in the provision of the Deployed Services and maintain a proper and adequate security policy which the Grantee shall employ in the provision of the Deployed Services.

42. **NOT USED**

43. **NOT USED**

INTELLECTUAL PROPERTY, DATA AND CONFIDENTIALITY

44. **INTELLECTUAL PROPERTY RIGHTS**

44.1 Save as expressly set out in Clauses 45 and 46, a Party shall not by virtue of this Agreement acquire any right, title or interest in or to the IPR of the other Party or that other Party's licensors.

44.2 Where either Party (and in the case of the Grantee, its Subcontractors, Affiliates and/or Grantee Personnel) acquires, by operation of Law, title to IPR that is inconsistent with Clause 44.1, that Party shall, as soon as reasonably practicable, assign (or procure that as soon as reasonably practicable its relevant Affiliate, Subcontractor or relevant Grantee Personnel, assigns) in writing such IPR as that Party has acquired to the other Party (or, at the direction of the other Party, to such other person as the other Party may nominate from time to time) and execute and deliver all such other documents as may be necessary to perfect such title and enable the relevant Party to enjoy the full benefits of ownership of the relevant IPR.

45. **LICENCE GRANTED BY THE GRANTEE**

45.1 For the duration of the Term (and to the extent necessary to enable exercise and performance of rights, obligations and duties under or in relation to this Agreement which continue in effect after the Term) and subject to Clause 50 the Grantee grants to the Welsh Ministers and the Programme Authority a royalty free, non-exclusive, non-transferable licence to copy or otherwise use (including the right to distribute to and permit its agents, consultants, professional advisers, other Crown Bodies and each Local Body to copy or otherwise use, subject to Clause 50) the Grantee IPR contained in any information, document, specification, drawing, plan or other material supplied or otherwise made available to the Welsh Ministers or Programme Authority by the Grantee or any Subcontractor (or their respective Affiliates), to the extent necessary for the purpose of:

45.1.1 receiving and benefiting from the Deployed Services, the granted rights and the Grantee's obligations provided under this Agreement;

- 45.1.2 the Welsh Ministers performing their responsibilities:
- (a) under this Agreement; and/or
 - (b) in connection with the Broadband Delivery Programme;
- 45.1.3 the exercise of the Welsh Ministers' or Programme Authority's obligations or duties in relation to this Agreement.

46. LICENCE GRANTED BY THE WELSH MINISTERS

- 46.1 Subject to Clause 50, the Welsh Ministers grant to the Grantee a royalty-free, non-exclusive, non-transferable licence to copy, distribute or otherwise use (and for the Grantee to permit its Subcontractors to copy, distribute or otherwise use) (i) the WM IPR contained in any information, document, specification, drawing, plan or other material supplied or made available by the Welsh Ministers to the Grantee; and (ii) the WM Data, solely to the extent necessary for the performance of the Grantee's obligations under this Agreement.
- 46.2 Upon the termination or expiry of this Agreement, the licence referred to in Clause 46.1 shall terminate automatically and the Grantee shall deliver to the Welsh Ministers all WM IPR and WM Data in accordance with Clause 65.2. If upon the expiry of this Agreement the Grantee reasonably considers that it requires an ongoing licence to use any WM IPR and/or WM Data then the grant of any such ongoing licence shall be at the sole discretion of the Welsh Ministers and shall be subject to the Welsh Ministers' written agreement to commercially acceptable ongoing licence terms.

47. WM DATA

- 47.1 The Grantee shall not delete or remove any proprietary notices contained within or relating to the WM Data.
- 47.2 The Grantee shall not store, copy, disclose, or use the WM Data except as necessary for the performance by the Grantee of its obligations under this Agreement or as otherwise expressly authorised in writing by the Welsh Ministers.
- 47.3 To the extent that WM Data is held and/or processed by the Grantee, the Grantee shall at its cost supply that WM Data to the Welsh Ministers when reasonably requested by the Welsh Ministers in the format reasonably specified by the Welsh Ministers.
- 47.4 The Grantee shall take responsibility for preserving the integrity of WM Data and preventing the corruption or loss of WM Data as is reasonable in accordance with Good Industry Practice and taking into account the sensitivity of any such WM Data.
- 47.5 If at any time the Grantee suspects or has reason to believe that WM Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Grantee shall notify the Welsh Ministers as soon as practicable.

48. PROTECTION OF PERSONAL DATA

- 48.1 This Clause 48 sets out the respective roles and obligations of the Parties in respect of the processing of Personal Data under this Agreement. Where either Party is the Data Processor the provisions set out in Clause 48.2 shall apply in respect of that Party.
- 48.2 The Party that is the Data Processor shall:
- 48.2.1 Process the Personal Data only in accordance with reasonable instructions from the other Party (which may be specific instructions or instructions of a

general nature as set out in this Agreement or as otherwise notified by the other Party during the Term) and promptly inform the other Party if in its reasonable opinion an instruction issued by the other Party in respect of Personal Data is not in compliance with the Data Protection Legislation;

- 48.2.2 Process the Personal Data only to the extent, and in such manner, as is necessary for the performance of this Agreement or as is required by Law or any Regulatory Body;
 - 48.2.3 implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
 - 48.2.4 notify the other Party (within five (5) Working Days) if it receives:
 - (a) a request from a Data Subject to have access to that person's Personal Data; or
 - (b) a complaint or request relating to the other Party's obligations under the Data Protection Legislation;
 - 48.2.5 provide the other Party with such cooperation and assistance as is reasonably necessary in relation to any complaint or request made, including by:
 - (a) providing the other Party with full details of the complaint or request;
 - (b) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the other Party's reasonable instructions;
 - (c) providing the other Party with any Personal Data it holds in relation to a Data Subject (within the reasonable timescales required by the other Party); and
 - (d) providing the other Party with any reasonable additional information requested by the other Party;
 - 48.2.6 not Process or otherwise transfer any Personal Data outside the European Economic Area without the other Party's prior written consent. As part of the provision of any such consent the other Party shall be entitled to impose any additional terms relating to the transfer and use of any Personal Data outside the European Economic Area; and
 - 48.2.7 ensure that Personal Data is not made available by default to all personnel of that Party (or of any Subcontractor) and that only such personnel as are strictly required to do so in order to meet that Party's obligations under this Agreement shall have access to Personal Data.
- 48.3 Each Party shall comply with its applicable obligations under the Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause the other Party to breach any of its applicable obligations under the Data Protection Legislation.

49. FREEDOM OF INFORMATION

49.1 The Grantee acknowledges that the Welsh Ministers are subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Welsh Ministers to the extent reasonably necessary to enable the Welsh Ministers to comply with their Information disclosure obligations.

49.2 The Grantee shall and shall procure that its Subcontractors shall:

49.2.1 transfer to the Welsh Ministers any Request for Information that it receives as soon as practicable and in any event within three (3) Working Days of receiving a Request for Information;

49.2.2 provide the Welsh Ministers with a copy of all Information in its possession, or power in the form that the Welsh Ministers require within five (5) Working Days (or such other period as the Welsh Ministers may specify) of the Welsh Ministers' request; and

49.2.3 provide all necessary assistance as reasonably requested by the Welsh Ministers to enable the Welsh Ministers to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

49.3 The Welsh Ministers:

49.3.1 shall consult with the Grantee to inform their decisions regarding any exemptions as they may relate to any Commercially Sensitive Information; and

49.3.2 may consult with the Grantee to inform its decisions regarding any other exemptions,

but the Welsh Ministers shall be responsible for determining in their absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

49.4 In no event shall the Grantee respond directly to a Request for Information unless expressly authorised to do so by the Welsh Ministers in writing.

49.5 The Grantee shall ensure that all Information is retained for disclosure in accordance with Clause 37.2.

50. CONFIDENTIALITY

50.1 Except to the extent set out in this Clause 50 or where disclosure is expressly permitted elsewhere in this Agreement, each Party shall:

50.1.1 treat the other Party's Confidential Information as confidential and safeguard it accordingly; and

50.1.2 not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.

50.2 This Clause 50 shall not apply to the extent that:

50.2.1 such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to Clause 49;

- 50.2.2 such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 50.2.3 such information was obtained from a third party without obligation of confidentiality;
 - 50.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or
 - 50.2.5 it is independently developed without access to the other Party's Confidential Information.
- 50.3 Notwithstanding any other term of this Agreement, the Grantee gives its consent for the Welsh Ministers to publish to the general public this Agreement, any Contract Changes and the reports provided by the Grantee to the Welsh Ministers under this Agreement in their entirety but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted. The Grantee shall assist and cooperate with the Welsh Ministers to enable the Welsh Ministers to publish the foregoing. For the purpose of this Clause 50.3 the Welsh Ministers shall consult with the Grantee to inform their decision regarding any FOIA exemptions relating to the Commercially Sensitive Information in the above documents but the Welsh Ministers shall have the final decision in their absolute discretion.
- 50.4 The Grantee may only disclose the WM Confidential Information to the Subcontractors and Grantee Personnel who are directly involved in the performance of this Agreement and who need to know the information for such purpose.
- 50.5 The Grantee shall ensure that WM Confidential Information is used only for the purposes of this Agreement.
- 50.6 Nothing in this Agreement shall prevent the Welsh Ministers from disclosing the Grantee Confidential Information:
- 50.6.1 to the Programme Authority in connection with the Agreement and/or the Broadband Delivery Programme;
 - 50.6.2 to the Other Beneficiaries in connection with the Agreement;
 - 50.6.3 to any Crown Body where such disclosure is in connection with this Agreement and/or the Broadband Delivery Programme. All such Crown Bodies receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies where such disclosure is in connection with this Agreement and/or Broadband Delivery Programme on the basis that the information is confidential and is not to be disclosed to any other third party;
 - 50.6.4 to any other Local Body where such disclosure is in connection with this Agreement and/or the Broadband Delivery Programme, provided that the Welsh Ministers shall not be permitted to disclose to any other Local Body that specific limited subset within the Commercially Sensitive Information as expressly identified in Schedule 3.2 (Commercially Sensitive Information) as being not for disclosure to other Local Bodies (with a corresponding time period during which this restriction applies);
 - 50.6.5 to any consultant, supplier or other person engaged by the Welsh Ministers in relation to this Agreement or any person conducting an Official Assurance Review;

- 50.6.6 for the purpose of the examination and certification of the Welsh Ministers' accounts; or
- 50.6.7 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Welsh Ministers has used its resources.
- 50.7 The Welsh Ministers shall ensure that any body or individual to whom the Grantee Confidential Information is disclosed pursuant to Clause 50.6 is made aware of the Welsh Ministers' obligations of confidentiality (including the commitment set out in Clause 49.3 to consult in respect of disclosure of Commercially Sensitive Information) under this Agreement and the Welsh Ministers shall:
- 50.7.1 in respect of disclosure to any body or individual that is part of the Crown, any Regulatory Body and/or any Local Body, use reasonable endeavours to ensure that any such body or individual to whom such disclosure is made complies with similar obligations of confidentiality;
- 50.7.2 in respect of disclosure to any other body or individual, ensure that any such body or individual to whom such disclosure is made complies with similar obligations of confidentiality.
- 50.8 Nothing in this Clause 50 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of this Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other Party's Confidential Information or an infringement of IPR.
- 50.9 The Parties acknowledge that a material Default of this Clause 50 may cause irreparable harm to the disclosing Party, for which monetary damages would be inadequate, and injunctive relief may be sought for a material Default of this Clause 50.

51. PROHIBITED ACTS AND PREVENTION OF BRIBERY

- 51.1 Each Party:
- 51.1.1 shall not in connection with this Agreement commit a Prohibited Act;
- 51.1.2 warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the other Party, or that an agreement has been reached to that effect, in connection with the execution of this Agreement, excluding any arrangement of which full details have been disclosed in writing to the other Party before execution of this Agreement.
- 51.2 Each Party shall, if requested, provide the other Party with any reasonable assistance to enable the other Party to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act.
- 51.3 The Grantee shall have an anti-bribery policy (which shall be disclosed to the Welsh Ministers) in place throughout the Term with the aim of preventing any Subcontractor or Grantee Personnel from committing a Prohibited Act and shall enforce it where necessary.
- 51.4 If any breach of Clause 51.1 by either Party is suspected or known, such Party shall promptly notify the other Party.
- 51.5 If a Party notifies the other Party that it suspects or knows that there may be a breach of Clause 51.1, the other Party shall respond as soon as reasonably practicable and in

any event within ten (10) Working Days to the notifying Party's enquires and co-operate with any investigation.

52. CONFLICTS OF INTEREST

52.1 The Grantee shall take appropriate steps to ensure that neither the Grantee nor the Grantee Personnel are placed in a position where (in the reasonable opinion of the Welsh Ministers) there is or may be an actual conflict, or a potential conflict, between the interests of the Grantee and/or the Grantee Personnel and the duties owed to the Welsh Ministers under this Agreement.

52.2 The Grantee shall as soon as practicable disclose to the Welsh Ministers any actual or potential conflict of interest between (i) the interests of the Grantee and/or the Grantee Personnel; and (ii) the duties owed to the Welsh Ministers under this Agreement of which it becomes aware.

53. CHANGE OF CONTROL

53.1 The Grantee shall provide written notice to the Welsh Ministers within ten (10) Working Days of:

53.1.1 the Grantee becoming aware of a significant likelihood that a Change of Control of the Grantee will take place within the next 3 months (save in the case where the Grantee is prohibited by Law from providing any such prior notice); and

53.1.2 any actual Change of Control of the Grantee taking place.

53.2 Subject to Clauses 53.4 and 53.5, the Welsh Ministers shall be entitled to terminate this Agreement in accordance with Clause 61.1.1(b) where there is a Change of Control to which the Welsh Ministers objects, except where the Welsh Ministers has given its prior written consent to the particular Change of Control (such consent not to be unreasonably withheld or delayed), which subsequently takes place as proposed.

53.3 NOT USED

53.4 The non exhaustive grounds upon which the Welsh Ministers may object to a Change of Control are:

53.4.1 it would mean the Welsh Ministers would contract with an entity which:

- (a) the Welsh Ministers would not have contracted with at the Effective Date (for example, where the entity would not have met the ITT evaluation criteria);
- (b) has materially failed to deliver services to the Welsh Ministers to the standards required in any contract with the Welsh Ministers or any other Local Body; and/or
- (c) takes a stance on matters relating to corporate social responsibility (including environmental sustainability) which is inconsistent with the policies of the UK government; and/or

53.4.2 the Change of Control might or would adversely affect or prejudice:

- (a) national security or the level of threat of criminal activity; and/or
- (b) the operations, reputation or good standing of the Welsh Ministers.

- 53.5 The Welsh Ministers' right to terminate this Agreement under Clause 53.2 shall expire if not exercised within six (6) months of the date of written notice to the Welsh Ministers by the Grantee pursuant to Clause 53.2.

WARRANTIES, INDEMNITIES, LIABILITY AND FORCE MAJEURE

54. WARRANTIES

- 54.1 Each Party warrants, represents and undertakes that:
- 54.1.1 it has full capacity and authority to enter into and to perform this Agreement;
 - 54.1.2 this Agreement is executed by a duly authorised representative of that Party;
 - 54.1.3 as at the Effective Date there are no actions, suits or proceedings or regulatory investigations pending or, to that party's knowledge, threatened against or affecting that Party before any court or administrative body or arbitration tribunal that might affect the ability of that party to meet and carry out its obligations under this Agreement; and
 - 54.1.4 once duly executed this Agreement will constitute its legal, valid and binding obligations.
- 54.2 The Grantee warrants, represents and undertakes for the duration of the Term that:
- 54.2.1 it shall discharge its obligations under this Agreement with all due skill, care and diligence including in accordance with Good Industry Practice;
 - 54.2.2 it has and will continue to hold all necessary Consents to perform the Grantee's obligations under this Agreement (excluding any Consents that only the Welsh Ministers are eligible to obtain as a matter of law);
 - 54.2.3 it has and will continue to have all IPR (excluding WM IPR) necessary to perform the Grantee's obligations under this Agreement;
 - 54.2.4 as at the Effective Date all statements and representations (subject to any relevant caveats and assumptions provided by the Grantee in writing at the time) in the Grantee ITT Response are to the best of its knowledge, information and belief, complete, true and accurate and that it will advise the Welsh Ministers of any fact, matter or circumstance of which it may become aware which would render any such statement or representation to be materially false or misleading;
 - 54.2.5 all Grantee Personnel have been vetted and recruited on a basis of proper and adequate staff vetting procedures; and
 - 54.2.6 it shall at all times comply with all applicable Law in carrying out its obligations under this Agreement.
- 54.3 The Welsh Ministers warrant to the Grantee that they have undertaken all necessary corporate action to approve the execution of this Agreement by the Welsh Ministers.
- 54.4 Except as expressly stated in this Agreement, all warranties and conditions whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by Law.

55. THIRD PARTY IPR INDEMNITY

- 55.1 Each Party shall procure that the performance of its responsibilities under this Agreement shall not infringe or cause the infringement of any IPR of any third party.
- 55.2 The Grantee shall indemnify the Welsh Ministers against all third party claims, demands, actions, costs (including legal fees and royalties), expenses, losses or damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) arising due to the use of Grantee IPR in accordance with the provisions of this Agreement.
- 55.3 The Welsh Ministers shall indemnify the Grantee against all third party claims, demands, actions, costs (including legal fees and royalties), expenses, losses or damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) arising due to the use of WM IPR in accordance with the provisions of this Agreement.

56. HANDLING OF INDEMNIFIED CLAIMS

- 56.1 Each Party shall promptly notify the other in writing of any Indemnified Claim of which it becomes aware.
- 56.2 In respect of each Indemnified Claim, subject to Clause 56.3 the Indemnifying Party shall be entitled to defend the Indemnified Claim (acting diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute) provided that (i) the Indemnifying Party consults with the Indemnified Party and keeps the Indemnified Party fully informed with respect to the Indemnified Claim; (ii) the Indemnifying Party shall not settle, admit fault or compromise the Indemnified Claim without the Indemnified Party's prior written consent (such consent not to be unreasonably withheld or delayed); and (iii) the Indemnified Party shall (at the Indemnifying Party's cost) provide such reasonable assistance as required by the Indemnifying Party.
- 56.3 Where the Grantee is the Indemnifying Party, the Welsh Ministers may elect (following reasonable consultation with the Grantee) to defend the Indemnified Claim themselves (acting diligently and using competent counsel) with the Grantee (at the Grantee's own cost) providing such reasonable assistance as required by the Welsh Ministers if the Welsh Ministers consider that sole control of the Indemnified Claim by the Grantee may place at risk or adversely affect (i) national security or the threat of criminal activity; and/or (ii) the operations, reputation or good standing of the Welsh Ministers.
- 56.4 The Indemnified Party shall not settle, admit fault or compromise any Indemnified Claim without the Indemnifying Party's prior written consent (such consent not to be unreasonably withheld or delayed).
- 56.5 If an Indemnified Claim is made or the Indemnifying Party anticipates that an Indemnified Claim might be made, the Indemnifying Party may, at its own expense and reasonable discretion, procure the necessary rights or otherwise replace or modify the items or activities concerned to enable the Indemnified Party the right to continue using the relevant item or to otherwise properly permit the continuance of the activity which is the subject of the Indemnified Claim, provided that in each instance:
- 56.5.1 the performance and/or quality of the replacement item or activity concerned shall be at least equivalent to the performance and/or quality of the original item or activity;
- 56.5.2 any such action by the Indemnifying Party does not have an adverse effect on the performance of this Agreement or the Indemnified Party;
- 56.5.3 there is no additional cost to the Indemnified Party; and

56.5.4 the terms of this Agreement shall continue to apply to the items and activities concerned.

57. LIMITATIONS ON LIABILITY

57.1 Neither Party limits its liability for:

57.1.1 death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors (as applicable);

57.1.2 fraud or fraudulent misrepresentation by it or its employees;

57.1.3 breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

57.1.4 any other matter for which it would be unlawful for either Party to exclude or limit or attempt to exclude or limit its liability.

57.2 Subject to Clause 57.1, the Grantee's total aggregate liability:

57.2.1 in respect of the indemnity set out in Clause 55.2 relating to alleged or actual infringement of IPR shall be unlimited;

57.2.2 for all loss of or damage to the WM Premises or any real property, real assets, equipment or infrastructure of the Welsh Ministers or any third party (including any Other Beneficiary where applicable) caused by the Grantee's Default shall in no event exceed XXXXXREDACTEDXXXX in respect of any one event.

57.2.3 in respect of all other claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise pursuant to this Agreement (including where suffered or incurred by any Other Beneficiary) shall in no event exceed 115% of the aggregate Milestone Payments paid, due or which would have been payable in the future under this Agreement.

57.3 Subject to Clause 57.1, the Welsh Ministers' total aggregate liability, in addition to its obligation to pay the Milestone Payments as and when they fall due for payment, in respect of:

57.3.1 the indemnity set out in Clause 55.3 relating to alleged or actual infringement of IPR shall be unlimited;

57.3.2 in respect of all other claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise pursuant to this Agreement shall in no event exceed 65% of the aggregate Milestone Payments paid, due or which would have been payable in the future under this Agreement.

57.4 Subject to Clauses 57.1 and 57.5, neither Party will be liable to the other Party for:

57.4.1 any indirect, special or consequential loss or damage; or

57.4.2 any loss of profits, turnover, business opportunities or damage to goodwill (whether direct or indirect).

57.5 Subject to Clause 57.2, the Welsh Ministers may, amongst other things, recover as a direct loss:

57.5.1 any additional operational and/or administrative costs and expenses arising from the Grantee's Default;

57.5.2 any wasted expenditure or charges rendered unnecessary and/or incurred by the Welsh Ministers arising from the Grantee's Default; and

57.5.3 the additional cost of procuring Replacement Services for the remainder of the Term.

57.6 The Parties expressly agree that if any limitation or provision contained or expressly referred to in this Clause 57 is held to be invalid under any Law, it will be deemed omitted to that extent, and if any party becomes liable for loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this Clause 57.

57.7 Nothing in this Clause 57 shall act to reduce or affect a Party's general duty to mitigate its loss.

58. INSURANCE

58.1 The Grantee shall maintain the Required Insurance in full force and effect at all times from the Effective Date until the Expiry Date.

58.2 The Required Insurance shall be maintained on terms that are as favourable to those generally available to a prudent contractor in respect of risks insured in the international insurance market.

58.3 The Required Insurance shall be maintained with an independently regulated insurance company of good financial standing properly licensed to underwrite the Required Insurance.

58.4 The Grantee shall procure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any Required Insurance or related cover, or to treat any Required Insurance, related cover or claim as avoided in whole or part. The Grantee shall use reasonable endeavours to notify the Welsh Ministers (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or avoid any Required Insurance, or any cover or claim under any Required Insurance in whole or in part.

58.5 The Welsh Ministers may purchase (if possible) any of the Required Insurance which the Grantee has failed to maintain in full force and effect in accordance with the requirements of this Agreement. The Welsh Ministers may recover the premium and other costs incurred in doing so as a debt due from the Grantee.

58.6 The Grantee shall as soon as reasonably practicable but no later than 10 Working Days, following the date of the Welsh Ministers' request, provide the Welsh Ministers with a certificate of insurance containing all relevant information of its insurance cover to verify its compliance with this Clause 58.

59. FORCE MAJEURE

59.1 Neither Party shall be entitled to bring a claim for a breach of obligations under this Agreement by the Affected Party or incur any liability to the Affected Party for any Loss incurred by the Affected Party to the extent that a Force Majeure Event occurs and the Affected Party is prevented from carrying out obligations by that Force Majeure Event.

59.2 Where the Affected Party is the Grantee, none of the following events and circumstances shall be regarded as a Force Majeure Event that relieves liability under this Clause 59:

- 59.2.1 an event to the extent it is capable of being mitigated by any of the Deployed Services;
 - 59.2.2 a failure by a Subcontractor to perform any obligation owed to the Grantee unless and to the extent that the failure is directly caused by a Force Majeure Event directly affecting that Subcontractor;
 - 59.2.3 an event or circumstance caused by a Default by the Grantee, a Subcontractor or Grantee Personnel;
 - 59.2.4 an event or circumstance attributable to the Grantee's or any Subcontractor's wilful act, neglect or failure to take reasonable precautions against the relevant event; or
 - 59.2.5 an event or circumstance where its effect is such that a prudent provider of services similar to the Deployed Services, operating to the standards required by this Agreement, would have foreseen and prevented or avoided the consequences of such event or circumstance.
- 59.3 The Affected Party shall as soon as is practicable give the other Party written notice of the Force Majeure Event. Following the occurrence of a Force Majeure Event the Parties shall use their respective reasonable endeavours to prevent and mitigate the effects of any delay and the Grantee shall during the period which the effects of a Force Majeure Event are subsisting take such reasonable steps as are necessary in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.
- 59.4 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Agreement. Following such notification, this Agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the Parties.
- 59.5 Nothing in this Clause 59 shall prevent either Party from performing any of its obligations set out in this Agreement that are not affected by the relevant Force Majeure Event.
- 59.6 To the extent that the consequences of a Force Majeure Event can be addressed by a change to the Project Plan without impacting upon the Implementation Plan, then the Parties shall use their respective reasonable endeavours to agree a change to the Project Plan in accordance with paragraph 5.8 of Schedule 4.1 (Implementation) without recourse to the Change Control Procedure.
- 59.7 To the extent that the consequences of a Force Majeure Event:
- 59.7.1 materially adversely affect (or are likely to materially adversely affect) the performance of the Deployed Services for a sustained and indeterminate period;
 - 59.7.2 have been mitigated by the Grantee in accordance with Good Industry Practice pursuant to Clause 59.3; and
 - 59.7.3 cannot be addressed solely by a change to the Project Plan without recourse to the Change Control Procedure in accordance with Clause 59.6,

then subject to Clause 59.1 the Parties may elect to use their respective reasonable endeavours to address the consequences of the Force Majeure Event in accordance with the Change Control Procedure, provided that unless the Parties agree otherwise in writing the Parties shall in respect of the agreement of any such change adhere to

the principle that each Party shall bear its own costs incurred in dealing with a Force Majeure Event.

TERM AND TERMINATION

60. TERM OF THIS AGREEMENT

This Agreement shall commence on the Effective Date and, unless terminated at an earlier date by operation of Law or in accordance with the provisions of this Agreement, shall expire on the Expiry Date.

61. TERMINATION FOR GRANTEE DEFAULT

61.1 The Welsh Ministers may terminate this Agreement without penalty by written notice to the Grantee (where such notice shall specify the date of termination being the date of notice or later) upon the occurrence of one or more of the following events:

61.1.1 where the Grantee commits a material Default of this Agreement and:

- (a) the material Default is capable of remedy but which, subject to Clause 38, it has failed to remedy in accordance with the Remedial Plan Process; or
- (b) in the reasonable opinion of the Welsh Ministers the material Default is not capable of remedy;

61.1.2 where the Grantee is in material Default of its State aid obligations set out in Clause 23 and the material Default is capable of remedy (in which case Clause 61.1.1(a) shall apply) or in the reasonable opinion of the Welsh Ministers the material Default is not capable of remedy (in which case Clause 61.1.1(b) shall apply);

61.1.3 where the Grantee's ITT Response is identified to be materially false or misleading;

61.1.4 where an Insolvency Event occurs in respect of the Grantee;

61.1.5 in accordance with Clause 53.2 in relation to a Change of Control; or

61.1.6 in accordance with paragraphs 2.3.1 or 2.3.3 of Schedule 6.5 (Remedial Plan Process).

61.2 Termination in accordance with this Clause 61 shall be without prejudice to any right of action or remedy of either Party which has accrued or which subsequently accrues.

62. TERMINATION FOR WELSH MINISTERS' DEFAULT

The Grantee may terminate this Agreement only if the Welsh Ministers are in material breach of their obligation to pay undisputed Milestone Payments by giving the Welsh Ministers 60 days' written notice specifying the breach and requiring its remedy and the breach is not resolved upon the expiry of such notice.

62A. TERMINATION ON REGULATION 73 GROUNDS

- 62A.1 The Welsh Ministers may terminate this Agreement in whole or part with immediate effect by the service of written notice if any of the provisions of Regulation 73(1) of the Public Contracts Regulations 2015 apply.
- 62A.2 Where this Agreement is terminated pursuant to Clause 62A.1 on Regulation 73(1)(a) and (c) grounds, the consequences of such termination shall be the same as the consequences set out in Clause 65.1.2.
- 62A.3 Where this Agreement is terminated pursuant to Clause 62A.1 on Regulation 73(1)(b) grounds, the consequences of such termination shall be the same as the consequences set out in Clause 65.1.1.

63. TERMINATION DUE TO FORCE MAJEURE

- 63.1 Either Party may, by written notice to the other, terminate this Agreement, or in respect of Clause 63.1.2 only require the partial termination of the part of this Agreement affected by the Force Majeure Event in accordance with Clause 64, if:
- 63.1.1 a Force Majeure Event occurs which affects all or a substantial part of the Deployed Services for a continuous period of more than 90 Working Days;
or
- 63.1.2 a Force Majeure Event occurs which affects a non-substantial part of the Deployed Services for a continuous period of more than 120 Working Days.

64. PARTIAL TERMINATION

Where the Welsh Ministers have the right to terminate this Agreement for Grantee Default in accordance with Clause 61, the Welsh Ministers may terminate the part of the Deployed Services affected by such Grantee Default by written notice to the Grantee (where such notice shall specify the date of termination for the relevant part of this Agreement). The consequences of any such partial termination shall be addressed by the Parties in accordance with the Change Control Procedure.

65. CONSEQUENCES OF TERMINATION OR EXPIRY

- 65.1 Following the service of notice terminating this Agreement by:
- 65.1.1 the Welsh Ministers in accordance with Clause 61 (Termination due to Grantee Default):
- (a) subject to Clause 65.3, the Grantee shall continue to be under an obligation to perform its obligations under this Agreement until the date of termination specified in the termination notice;
 - (b) the Welsh Ministers shall pay any outstanding undisputed Milestone Payments which are properly due and payable prior to the date of termination specified in the termination notice in accordance with the terms of this Agreement;
 - (c) the Welsh Ministers shall make no termination or compensation payment of any kind;
 - (d) the Grantee shall, within 20 Working Days of termination, pay to the Welsh Ministers all amounts due and payable to the Welsh Ministers under this Agreement; and
 - (e) the Parties shall consult with the European Commission and Programme Authority in its capacity as a competency centre to ensure that any public funding paid under this Agreement is not

rendered unlawful State aid as a result of the early termination of this Agreement (which the Parties acknowledge for such purpose may include the application of certain ongoing requirements in respect of the Network following the early termination of this Agreement). Any respective rights and obligations of either Party agreed pursuant to such consultation shall be set out in a written document and executed by duly authorised representatives of each Party.

65.1.2 the Grantee in accordance with Clause 62 (Termination due to Welsh Ministers Default):

- (a) subject to Clause 65.3, the Grantee shall not be under an obligation to continue to perform its obligations under this Agreement;
- (b) save in respect of any contract damages claim successfully made by the Grantee (subject to the provisions of this Agreement), the Welsh Ministers shall make no termination or compensation payment of any kind;
- (c) the Grantee shall, within 20 Working Days of termination, pay to the Welsh Ministers all amounts due and payable to the Welsh Ministers under this Agreement; and
- (d) the Parties shall consult with the European Commission and Programme Authority in its capacity as a competency centre to ensure that any public funding paid under this Agreement is not rendered unlawful State aid as a result of the early termination of this Agreement (which the Parties acknowledge for such purpose may include the application of certain ongoing requirements in respect of the Network following the early termination of this Agreement). Any respective rights and obligations of either Party agreed pursuant to such consultation shall be set out in a written document and executed by duly authorised representatives of each Party.

65.1.3 either Party in accordance with Clause 63 (Termination due to a Force Majeure Event):

- (a) subject to Clause 65.3, the Grantee shall not be under an obligation to continue to perform its obligations under this Agreement;
- (b) the Welsh Ministers shall pay any outstanding undisputed Milestone Payments which are properly due and payable prior to the date of the termination specified in the termination notice in accordance with the terms of this Agreement;
- (c) each Party shall bear its own costs in relation to such termination;
- (d) the Grantee shall, within 20 Working Days of termination, pay to the Welsh Ministers all amounts due and payable to the Welsh Ministers under this Agreement; and
- (e) the Parties shall consult with the European Commission and Programme Authority in its capacity as a competency centre to ensure that any public funding paid under this Agreement is not rendered unlawful State aid as a result of the early termination of this Agreement (which the Parties acknowledge for such purpose

may include the application of certain ongoing requirements in respect of the Network following the early termination of this Agreement). Any respective rights and obligations of either Party agreed pursuant to such consultation shall be set out in a written document and executed by duly authorised representatives of each Party.

65.2 Upon termination or expiry of this Agreement:

65.2.1 the Grantee shall cease to use any WM IPR and WM Data and, at the direction of the Welsh Ministers:

- (a) shall provide the Welsh Ministers with a complete and uncorrupted version of the relevant WM IPR and WM Data in electronic form in a format and on media as reasonably requested by the Welsh Ministers; and
- (b) on the earlier of the receipt of the Welsh Ministers' written instructions or the date of expiry or termination, shall destroy (subject to any constraints of Law) all copies of the relevant WM IPR and WM Data remaining in its possession or control.

65.3 The following provisions of this Agreement shall survive the termination or expiry of this Agreement and shall continue in effect along with such other provisions of this Agreement which expressly or by implication have effect after termination: Clauses 1, 3, 9, 23, 36, 37.2, 40, 44 to 50, 55 to 57, 65 and 67 to 76.

MISCELLANEOUS

66. ASSIGNMENT AND NOVATION

66.1 The Grantee shall not assign, novate or otherwise dispose of or create any trust in relation to (i) any or all of its rights and obligations under this Agreement; and/or (ii) the Network (or part of the Network, save that this shall not preclude replacement of Network sub-components as part of Network maintenance), without the prior written consent of the Welsh Ministers (which in respect of a proposed assignment, novation or disposal to an Affiliate only, shall not be unreasonably withheld or delayed). In circumstances where the Welsh Ministers gives its prior written consent it may stipulate certain conditions of such consent (such as reasonable requirements for sharing of profits or the provision of a guarantee (in a form satisfactory to the Welsh Ministers) from the parent company of the assignee or novatee).

66.2 The Welsh Ministers may:

66.2.1 assign, novate or otherwise dispose of any or all of their rights and obligations under this Agreement to any Contracting Authority or Local Body; and/or

66.2.2 novate this Agreement to any other body (including any private sector body) which substantially performs any of the functions that previously had been performed by the Welsh Ministers in connection with the scope of this Agreement (including where applicable the payment of Milestone Payments), provided that where any such body is a competitor of the Grantee in respect of the Grantee's primary business or function within the UK such novation shall be subject to the prior written consent of the Grantee (such consent not to be unreasonably withheld or delayed).

66.3 A Party shall be entitled to disclose the other Party's Confidential Information to any person to whom it assigns, novates or otherwise disposes of the rights and obligations under this Agreement in accordance with this Clause 66, subject to:

66.3.1 Clause 50.7 applying in the case of the Welsh Ministers assigning, novating or otherwise disposing of its rights and obligations in accordance with Clause 66;

66.3.2 in the case of the Grantee assigning, novating or otherwise disposing of its rights and obligations in accordance with Clause 66, the Grantee ensuring that such person complies with the provisions of Clause 50 in respect of that information.

66.4 A change in the legal status of the Welsh Ministers shall not affect the validity of this Agreement and it shall be binding on any successor body to the Welsh Ministers.

67. WAIVER AND CUMULATIVE REMEDIES

67.1 The rights and remedies provided by this Agreement may be waived only in writing by the relevant Representative in a manner that expressly states that a waiver is intended, and such waiver shall only be operative with regard to the specific circumstances referred to.

67.2 Unless a right or remedy of a Party is expressed to be an exclusive right or remedy, the exercise of it by that Party is without prejudice to that Party's other rights and remedies. Any failure to exercise or any delay in exercising a right or remedy by either Party shall not constitute a waiver of that right or remedy or of any other rights or remedies.

67.3 The rights and remedies provided by this Agreement are cumulative and, unless otherwise provided in this Agreement, are not exclusive of any right or remedy provided at law or in equity or otherwise under this Agreement.

68. RELATIONSHIP OF THE PARTIES

Nothing in this Agreement is intended to create a partnership or legal relationship of any kind that would impose liability upon one Party for the act or failure to act of the other Party, or to authorise either Party to act as agent for the other Party. Neither Party shall have authority to make representations, act in the name of, or on behalf of, or to otherwise bind the other Party.

69. PUBLICITY AND BRANDING

69.1 Neither Party shall:

69.1.1 make any press announcement or publicise this Agreement or its contents in any way; or

69.1.2 use the other Party's name or brand in any promotion or marketing or announcement of orders,

without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed.

69.2 Neither Party shall make any press or other public announcements using the name of the Programme Authority without the prior consent of the Programme Authority, which shall not be unreasonably withheld.

69.3 The Grantee shall notify the Welsh Ministers as soon as reasonably practical and in advance of any meetings planned to be held or attended by the Grantee concerning

the Agreement and Deployed Services or its application with local communities and other local authorities within the Welsh Ministers' administrative area and the Welsh Ministers shall be entitled to send a representative to the meeting or request feedback from the Grantee at the Welsh Ministers' discretion.

70. SEVERANCE

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed without effect to the remaining provisions.

71. FURTHER ASSURANCES

Each Party shall, at the request of the other, at its own cost, do all acts and execute all documents which may be necessary to give effect to the meaning of this Agreement.

72. ENTIRE AGREEMENT

72.1 This Agreement, together with the documents referred to in it (save for the ITT and Grantee ITT Response which are only applicable in the context and to the extent of the specific express references within this Contract) and/or attached to it, constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes any previous agreement between the Parties in relation to such matters notwithstanding the terms of any previous agreement or arrangement expressed to survive termination.

72.2 Each Party acknowledges and agrees that in entering into this Agreement and the documents referred to in it and/or attached to it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out or referred to in this Agreement.

72.3 Nothing in this Clause 72 shall operate to exclude any liability for fraud.

73. THIRD PARTY RIGHTS

73.1 Except as provided in Clauses 9 and 73.2, nothing in this Agreement shall be deemed to grant any rights or benefits to any person other than the Parties, or entitle any third party to enforce any term or condition of this Agreement.

73.2 Each Other Beneficiary may enforce the terms of this Agreement subject to and in accordance with the provisions of Clause 9 and the Contracts (Rights of Third Parties) Act 1999.

74. NOTICES

74.1 Any notices given under or in relation to this Agreement shall be in writing, signed by or on behalf of the Party giving it and shall be served by delivering it personally or by sending it by pre-paid first class post, recorded delivery or registered post or by fax or email to the address and for the attention of the relevant Party as follows:

Welsh Ministers	Grantee
Welsh Government Cathays Park Cardiff Wales CF10 3NQ For the attention of	British Telecommunications plc pp Room 3.89 Kelvin House 123 Judd Street London WC1H 9NP

<p>Deputy Director ICT Infrastructure</p> <p>With a copy to:</p> <p>Welsh Government Director Economic Infrastructure Welsh Government Cathays Park Cardiff Wales CF10 3NQ</p>	<p>For the attention of: Kim Mears, MD Strategic Infrastructure Development</p> <p>Email: XXXXREDACTEDXXXX</p> <p>With a copy to: British Telecommunications plc pp Room 3.89 Kelvin House 123 Judd Street London WC1H 9NP</p> <p>For the attention of: XXXXREDACTEDXXXX</p> <p>Email: XXXXREDACTEDXXXX</p>
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- 74.2 A notice shall be deemed to have been received:
- 74.2.1 if delivered personally, at the time of delivery;
 - 74.2.2 in the case of pre-paid first class post, recorded delivery or registered post, three (3) Working Days from the date of posting;
 - 74.2.3 in the case of fax, on the day of transmission if sent before 16:00 hours of any Working Day and otherwise at 09:00 hours on the next Working Day and provided that, at the time of transmission of a fax, an error-free transmission report has been received by the sender; and
 - 74.2.4 in the case of email, at the time that the email enters the Information System of the intended recipient provided that no error message indicating failure to deliver has been received by the sender and provided further that, in relation to any notice provided under Clauses 1 to 78 of this Agreement, within 24 hours of transmission a hard copy of the email signed by or on behalf of the person giving it is delivered by hand or sent by facsimile, pre-paid first class post, recorded delivery or registered post to the intended recipient.
- 74.3 In proving service, it shall be sufficient to prove that the envelope containing the notice was addressed to the relevant Party at its address previously notified for the receipt of notices (or as otherwise notified by that Party) and delivered either to that address or into the custody of the postal authorities as pre-paid first class post, recorded delivery, registered post or airmail letter, or that the notice was transmitted by fax to the fax number of the relevant Party at its fax number previously notified for the receipt of notices (or as otherwise notified by that Party).

75. POWERS OF THE WELSH MINISTERS

Nothing contained or implied in this Agreement or any consent or approval granted pursuant to it shall fetter the discretion or otherwise prejudice or affect the rights, powers, duties and obligations of the Welsh Ministers in the exercise of their functions as the planning authority, the highway authority or other statutory authority and such rights, powers, duties and obligations under Law may be as fully and effectually exercised as if the Welsh Ministers were not party to this Agreement and any approval, consent, direction or authority given by the Welsh Ministers as the local or other statutory authority shall not be or be deemed to be an approval, consent, direction or authority given under this Agreement and vice versa.

76. GOVERNING LAW AND JURISDICTION

76.1 This Agreement shall be construed as being made in Wales and in accordance with and governed by the Laws of England and Wales, as they are applied in Wales.

76.2 Each Party irrevocably agrees to submit to the exclusive jurisdiction of the Courts of England and Wales sitting in Wales (save where the Welsh Ministers direct that the High Court in London (or elsewhere) should have jurisdiction).

77. COUNTERPARTS

77.1 This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

78. COMMUNITY BENEFITS AND SUSTAINABILITY

78.1 The provisions of Schedule 8 (Community Benefits and Sustainability) shall apply and the Grantee shall comply with its obligations in Schedule 8.

EXECUTION

SIGNED for and on behalf of the **Welsh Ministers** by

SIGNED for and on behalf of **British Telecommunications** plc by

Signature:

Signature:

Name:

Name:

Position:

Position:

Date:

Date: