

# GRAZE Vehicle Grant Scheme Grant Agreement

This Grant Agreement is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ ("**Agreement Date**") between:

## Gas Networks Ireland ("**GNI**")

Address: Gas Networks Ireland, Gas  
Works Road, Cork, Ireland.

GNI contact  
name: Fran McFadden,  
Project Lead

## Grantee

Company name: \_\_\_\_\_

Company  
registered number: \_\_\_\_\_

Contact name: \_\_\_\_\_

Contact phone: \_\_\_\_\_

Contact email: \_\_\_\_\_

Address where the  
vehicle will be located: \_\_\_\_\_

### Background:

- A. The Grantee has applied to GNI for a Grant for the purchase of a new CNG Vehicle in accordance with the GRAZE Vehicle Grant Scheme outlined below.
- B. To promote the use of CNG and BioCNG as a fuel in Ireland, and with a view to ensuring the ongoing sustainable utilisation of the gas network and the competitiveness of gas as a fuel, GNI, in conjunction with or with support from the Department of Climate, Energy and the Environment ("**DCEE**"), has agreed to provide the Grantee with the Grant on the terms and conditions set out in this Agreement.
- C. This agreement incorporates the attached General Terms and Conditions and the Application (as defined below) (together the "**Agreement**").

### The GRAZE Vehicle Grant Scheme:

The GRAZE Vehicle Grant Scheme is intended to support the deployment of dedicated CNG vehicles across a range of industry segments within the Irish transport sector. The amounts awarded under the GRAZE Vehicle Grant Scheme are intended to contribute to the marginal cost of purchasing a new dedicated CNG Vehicle over the equivalent diesel-fuelled vehicle.

For the purposes of EU rules on State aid, GNI will pay Grants under the GRAZE Vehicle Grant Scheme as de minimis aid under Commission Regulation (EU) 2023/2831 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid ("**De Minimis Regulation**").

The segments identified for support and maximum funds allocated to each vehicle type are detailed in Table 1 below. These maximum amounts are subject to the ceiling of €300,000 per each enterprise over a three-year (36 month) period, as specified in the De Minimis Regulation ("de minimis ceiling").

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**Table 1: Grant funding by vehicle category (subject to *de minimis* ceiling)**

Segment	Maximum Funding
HGV Road Freight (>12t unladen) - Artic	€10,000
HGV Road Freight (>3.5t unladen) - Rigid	€10,000
LGV Road Freight (>3.5t unladen) – Large Van	€2,500
LGV Road Freight (<3.5 t unladen) – Small Van	€1,500
Waste Collection Vehicle (>3.5t unladen)	€10,000
Small Public Passenger Vehicle (over 8 seats in addition to driver, <5t unladen)	€2,500
Large Public Passenger Vehicle (over 8 seats in addition to driver, >5t unladen)	€5,000

## Brief Summary of Grant Objectives:

GNI will provide the Grantee with the Grant to facilitate the purchase of a new dedicated CNG Vehicle, and the Grantee will comply with the terms and conditions of the Agreement.

## Details of Grant:

Subject always to General Terms and Conditions which form part of this Agreement, the Applicant is in principle eligible for a grant to the amount of € [insert amount of funding sought in Application Form, if approved] for the purchase of [insert type of vehicle for which funding is sought in Application Form, if approved]. The grant amount will be adjusted accordingly if there are any updates to the responses provided by the Applicant in respect of *de minimis* aid in Tables 1 and 2 of the Application Form.

## Conditions for Grant Payment

Within nine (9) calendar months from the signing of this Grant Agreement by both Grantee and GNI, the Grantee must send to GNI copies of:

1. a Vehicle Registration Certificate for the Vehicle, showing the Grantee as registered owner
2. the purchase invoice for the Vehicle
3. Certificate of motor vehicle insurance for the Vehicle, and certificate of or proof of the other insurances required by clause 15 of the General Terms and Conditions
4. Grantee's then current tax clearance certificate
5. Letter requesting grant payment (on company headed paper)
6. Company bank details of the Grantee on headed paper (for EFT payment).

No Grant will be paid until these documents are received by GNI. If the Grantee has not sent these documents to GNI within nine (9) calendar months, the Grant offer will lapse. **Note** also clause 17.3 of the General Terms and Conditions that GNI will have no liability to pay any grant, or may reduce the amount of the Grant, if sufficient funds are no longer available when the Grantee submits the documents and requests payment of a grant.

The Grantee will also need to confirm that the responses provided in respect of *de minimis* aid in Tables 1 and 2 of the Application Form remain unchanged, or update the responses as appropriate, immediately prior to the conclusion of a Grant Agreement. The grant amount will be adjusted accordingly if there are updates.



Gas  
Networks  
Ireland

gasnetworks.ie

# GRAZE Vehicle Grant Scheme Grant Agreement

Any queries in relation to the Agreement should be addressed to:

GRAZE Vehicle Grant Scheme;  
c/o Fran McFadden,  
Gas Networks Ireland,  
Gas Works Road, Cork,

**Tel:** 021-4534000

**Email:** cng@gasnetworks.ie

By its signature below, the Grantee hereby accepts this Agreement, including the limitations of liability in clause 14 of the General Terms and Conditions without modification. This Agreement is effective as of the Agreement Date specified above.

## Signed for and on behalf of GNI:

Name  
(print) \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Signed for and on behalf of Grantee:

Name  
(print) \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# GRAZE Vehicle Grant Scheme Grant Agreement

## General Terms and Conditions

### 1 Definitions and Interpretation

1.1 In this Agreement the following expressions shall, unless the context otherwise requires, have the following meanings:

**"Application"** means the completed Application Form, and all supplementary information furnished by or on behalf of the Grantee to GNI as part of the application to GNI;

**"BioCNG"** means bio compressed natural gas, or biomethane gas, which is compressed to between 200 and 250 bar pressure to fit into a vehicle tank and is used in the same way as CNG;

**"CNG"** means compressed natural gas;

**"Data Protection Legislation"** means the Data Protection Acts 1988 to 2018, where applicable, as amended from time to time and any regulations or enactments thereunder, Directive 95/46/EU and any other EU Regulations such as the General Data Protection Regulations (GDPR) (2016 (EU) 679), Directives, Decisions or Guidelines on data protection or data privacy and guidance issued by the Data Protection Commissioner;

**"General Terms & Conditions"** means these general terms and conditions;

**"GNI Contact Name"** as set out on the cover page or such other person as GNI may designate and notify to the Grantee from time to time;

**"Grant"** means the grant amount contributed or to be contributed by GNI towards the purchase of a dedicated CNG vehicle, further details of which are set out in the cover page;

**"GRAZE"** means Green Renewable Agricultural Zero Emissions Gas Project, led by GNI, and supported by more than €8.4m in funding from the Department of the Environment, Climate and Communications Climate Action Fund, as part of the Government's national energy security framework. The GRAZE fund includes the GRAZE Vehicle Grant Scheme;

**"Liabilities"** includes all costs, claims, demands, damages, expenses, compensation, charges, settlements, penalties, losses, fines, awards, inconvenience and liabilities (including legal and any other professional fees and costs, together with value added tax);

**"Parties"** means GNI and the Grantee, and 'Party' shall be construed accordingly;

**"Personnel"** means the employees and contractors of the Grantee from time to time;

**"Schedules"** means the schedules to this Agreement;

**"State Aid Rules"** means articles 107 and 108 of Treaty of the Functioning of the European Union (as may be amended) and all applicable laws, legislation, directives regulations, guidelines, procedures that are derived from articles 107 and 108, including all rulings of the courts of both the EU and Ireland, and including also, for the avoidance of any doubt, any communication from the EU Commission in respect of articles 107 and 108;

**"Term"** means the period set out in clause 16 below; and

**"Vehicle"** means the vehicle acquired by the Grantee that is fuelled by CNG.

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- 1.2 In this Agreement:
- 1.2.1 any reference to a statute shall, unless the context otherwise requires, be construed as a reference to that statute as from time to time amended, consolidated, modified, extended, replaced or re-enacted together with any secondary legislation made thereunder as from time to time amended, consolidated, modified, extended, replaced or re-enacted;
- any reference to any document includes that document as amended, replaced or supplemented from time to time;
- any reference to a “person” includes any person, firm, company, governmental or other legal entity and its successors, personal representatives, heirs and permitted assigns;
- any reference to GNI shall be deemed to refer, where appropriate, to the respective assigns and successors in title of GNI;
- 1.2.2 unless the context otherwise requires, words importing the singular include the plural and vice versa, words importing the masculine include the feminine and vice versa and words importing persons include corporations and vice versa;
- 1.2.3 unless the context otherwise requires, any reference in this Agreement to a recital, clause or schedule is to a recital, clause or schedule of this Agreement;
- 1.2.4 the headings in this Agreement are inserted for convenience of reference only and shall not be considered a part of, or affect the construction or interpretation of this Agreement;
- 1.2.5 the word “including” shall mean including without limitation or prejudice to the generality of any description, definition, term or phrase preceding that word, and the word “include” and its derivatives shall be construed accordingly.
- 1.3 Save as provided for elsewhere in this Agreement, this Agreement represents the entire understanding of the Parties concerning the subject matter hereof and overrides and supersedes all prior promises, representations, understandings, arrangements, practices, agreements, letters of intent, letters of offer, proposals or heads of agreement concerning the same which are hereby revoked by mutual consent of the Parties and upon which each of the Parties confirm they have not relied provided that nothing in this clause 1.3 shall operate to limit or exclude any liability for fraudulent misrepresentation.

## 2 The Grant

- 2.1 The Grant is provided to facilitate the purchase of a dedicated CNG Vehicle as described in the cover page.
- 2.2 The Grantee shall use the Grant only for the purchase of the Vehicle and in accordance with the terms and conditions of this Agreement. The Grant shall not be used for any other purpose.

## 3 Payment of Grant

- 3.1 All claims for payment in respect of the Grant shall be submitted by the Grantee and shall be in writing and supported with such documents and information as set out in the cover page and/or as may be specified by GNI from time to time.
- 3.2 The Grant will be paid as and when GNI has established to its satisfaction that all relevant provisions of this Agreement have been complied with.

# GRAZE Vehicle Grant Scheme Grant Agreement

- 3.3 The Grant shall be paid in a manner to be determined appropriate by GNI.
- 3.4 The Grantee shall promptly repay to GNI any money incorrectly paid to it either as a result of an administrative error or otherwise.
- 3.5 The Grantee understands that:
- 3.5.1 the maximum amount of financial support available to a Grantee under the GRAZE Vehicle Grant Scheme is the lower of:
- (A) one hundred thousand euros (€100,000); and
  - (B) such amount as will cause the Applicant to reach the *de minimis* ceiling; and
- 3.5.2 the total number of vehicles that a Grantee, including any subsidiary or holding company of a Grantee or a subsidiary of a holding company of a Grantee, can receive funding for under the GRAZE Vehicle Grant Scheme is ten (10). The terms “subsidiary” and “holding company” have the meanings ascribed to them respectively under sections 7 and 8 of the Companies Act 2014. A separate Application must be submitted for each vehicle for which funding is sought.

## 4 Vehicle

- 4.1 The Grantee must purchase the Vehicle in the name of the Grantee.
- 4.2 The Grantee must register the Vehicle in Ireland in the name of the Grantee.
- 4.3 The Grantee must retain ownership of the Vehicle for a minimum of five (5) years from the date of registration of the Vehicle. If at any time before the end of the two year period the Grantee wishes to dispose of the Vehicle, the Grantee must obtain the prior written consent of GNI.

The Grantee will (i) display the “**Rialtas na hÉireann**” logo in accordance with the Government of Ireland unified visual identity guidelines and (ii) will, if so requested by GNI, display the GNI logo on the Vehicle in accordance with GNI’s written instructions from time to time. Such written instructions will be supplied by GNI along with the GNI logo. These written instructions may be amended by GNI from time to time.

## 5 Accounts and Records

- 5.1 The Grantee shall keep proper books of account, records of all payment and receipts, all supporting documentation including invoices, statements and bank statements, and any other relevant documents relating to the expenditure of the Grant and performance of the Vehicle for a period of at least seven years following receipt of the Grant (“**Records**”). All Records shall be kept in such a manner as to provide precise financial details relating to the Agreement at any particular time. The Grantee shall permit any person authorised by GNI such reasonable access to its premises, staff, Personnel and Records for the purposes of ascertaining compliance with this Agreement.

## 6 Duration of the Offer

- 6.1 The Vehicle identified within this Agreement must be purchased within nine (9) calendar months of the Agreement Date (or such longer time as GNI may in its sole discretion agree). Otherwise, the grant offer will lapse and no longer will be in effect.



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- 6.2 Please note that GNI may immediately terminate the Agreement, cease making any payments of the Grant, seek repayment of the Grant already paid to the Grantee, reduce the amount of the Grant to be paid and/or withdraw the Grant, in accordance with clause 17.

## 7 Monitoring and Reporting

- 7.1 The Grantee shall keep GNI fully informed of progress with purchase of the Vehicle.
- 7.2 The Grantee shall provide such information and documents as GNI may require in order for it to establish that the Grant has been used properly in accordance with this Agreement, and that the Grantee has fulfilled its obligations for the Term, including (without limitation) providing to GNI upon GNI's request from time to time:
- 7.2.1 up to date Tax Clearance Certificate;
  - 7.2.2 evidence of renewal of insurances;
  - 7.2.3 Vehicle Registration Certificate;
- 7.3 The Grantee acknowledges that the Grant is funded by a grant agreement awarded by DCEE under the GRAZE Vehicle Grant Scheme "GRAZE Grant Agreement". The Grantee acknowledges that in respect of the GRAZE Grant Agreement, DCEE may carry out technical and financial checks and audits in relation to the Grant or any aspect(s) of this Grant Agreement in order to assess the use of the grant monies provided pursuant to the GRAZE Grant Agreement.
- 7.4 The Grantee shall not have any rights vis-à-vis the DCEE in respect of the GRAZE Grant Agreement or in respect of any damage caused or sustained either directly or indirectly by the Grantee as a result of the implementation of the GRAZE Grant Agreement.
- 7.5 In the event of any investigation(s) by the DCEE or the European Commission that the Grantee's receipt or use of the Grant is contrary to State Aid Rules ("**Investigation**"), the Grantee shall comply fully and promptly with (i) any Investigation(s) and (ii) without prejudice to GNI's rights in clause 17, with any finding, determination, ruling or order by the DCEE or the European Commission or any court or tribunal of competent jurisdiction that the Grantee's receipt or use of the Grant is contrary to State Aid Rules. In the event of any Investigation, the Grantee shall keep GNI fully and promptly informed and, to the fullest extent permitted by applicable law, liaise with GNI concerning any response(s) to any such Investigations.

## 8 Personnel

- 8.1 The Grantee and the Personnel are not and shall not act as employees of GNI for any purpose.
- 8.2 The Grantee hereby covenants and undertakes to GNI for the Term to comply with all applicable laws in respect of the Personnel.

## 9 Data Protection & Confidentiality

- 9.1 Terms and expressions used in this clause 9 have the same meaning as in the Data Protection Legislation.
- 9.2 The Grantee shall comply with Data Protection Legislation. The Grantee hereby undertakes and agrees that before disclosing any personal data to GNI, it shall obtain all necessary and relevant consents from data subjects pursuant to the Data Protection Legislation for their personal data to be disclosed to and processed by GNI.

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- 9.3 The Grantee undertakes to GNI to keep confidential and secure all information concerning the business and affairs of GNI that Grantee shall have obtained or received as a result of the discussions leading up to or the entering into or performance of this Agreement ("**Confidential Information**") and to use such Confidential Information solely in connection with the purchase and use of the Vehicle and the receipt of the Grant.

## 10 Freedom of Information

- 10.1 If and to the extent the Grantee is not a body subject to the Freedom of Information Act 2014 (the "**FOI Act**") the Grantee shall, where requested to do so by GNI, within 5 days give to GNI any record (as such term is defined in the FOI Act) relating to any matter provided for, arising in respect of, or in connection with, this Agreement.
- 10.2 If and to the extent the Grantee is a body subject to the FOI Act, then each Party agrees that if it receives a request for access to records and/or information under the FOI Act related to this Agreement, that Party shall promptly notify the other Party which may within the timeframe specified in the notification identify confidential, commercially sensitive or personal information that it considers ought not to be disclosed, and shall state its reasons in this regard. The Party which received the request shall consider any reasons provided by the other Party before making its decision; however, subject to the rights of review and appeal under the FOI Act, the final decision on any request rests with the Party which received the request.

## 11 Intellectual Property

- 11.1 The Grantee (and any other third party) has no, and will not acquire any, right, title or interest in or to the GNI logo, GNI trademarks, GNI proprietary information or trade secrets, or any other intellectual property of GNI or its third party licensors. The Grantee's permission to use the GNI logo is subject to clause 18.2, solely for the purposes set out in this Agreement, and is subject to the Grantee at all times complying with the GNI's written instructions that it may issue in accordance with clause 4.3.

## 12 Warranties

- 12.1 The Grantee warrants, represents and undertakes to GNI that at all times during the Term:
- 12.1.1 the Grantee has the necessary powers, competence and vires to enter into the Agreement and to carry out its obligations thereunder;
  - 12.1.2 it shall comply with all applicable laws;
  - 12.1.3 it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations under this Agreement;
  - 12.1.4 it shall promptly discharge its statutory obligations in respect of PAYE, PRSI, VAT and all other relevant taxation and levies relating to the Agreement.
  - 12.1.5 since the date of its last accounts there has been no material change in its financial position or prospects;
  - 12.1.6 the Grantee is not in receipt of any other sources of Irish and/or EU funding for the Vehicle or any part thereof;
  - 12.1.7 the Grantee shall comply with all instructions from GNI, and/or any of its authorised representatives in relation to the CNG Grant Scheme, and with all terms and conditions of the Agreement;



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- 12.1.8 the Grant is and shall be used only for the purchase of the Vehicle, and shall not be used as security for any other activity without prior consultation with GNI;
- 12.1.9 it shall not without the prior written consent of GNI to grant to any third party any interest (whether by way of security or otherwise) in or to the Vehicle;
- 12.1.10 the Grantee is responsible for the costs, acts and omissions of its Personnel in relation to the Vehicle; and

## 13 Indemnity

- 13.1 The Grantee shall fully and effectively indemnify and keep indemnified GNI or other relevant funding body and their respective officers, board members, employees and agents from and against any and all Liabilities arising out of or in connection with:
  - 13.1.1 any breach, default or neglect of this Agreement;
  - 13.1.2 a breach of clause 11 (including out of any threat or claim of infringement of a third party's Intellectual Property rights) or a breach of the warranties in clause 12.1;
  - 13.1.3 the sickness, injury or death of any person or loss or damage to property arising out of or in connection with Grantee's performance or non-performance of this Agreement or its obligations to third parties; and/or
  - 13.1.4 any third party claim relating to compliance with State Aid Rules.

This indemnity survives the termination or expiration of this Agreement.

## 14 Liability

- 14.1 Nothing in this Agreement shall operate to exclude or limit a Party's liability for death or personal injury caused by negligence, fraud or any other liability which cannot be excluded or limited by law.
- 14.2 Subject to clause 14.1, to the fullest extent permitted by applicable law, GNI disclaims and excludes from this Agreement all warranties, conditions and other terms of any kind, express or implied.
- 14.3 Subject to clause 14.1, to the fullest extent permitted by applicable law, GNI excludes all liability, loss or damage incurred by the Grantee or any other person, arising out of the performance or non-performance of this Agreement, expiry or termination of the Agreement, the operation of the Vehicle, the use of the Grant or the withdrawal of the Grant, caused by tort (including negligence), breach of contract or any other legal theory (including State Aid Rules), for any of the following, even if foreseeable: loss of income or revenue; loss of business; loss of profits or contracts; loss of goodwill; or indirect or consequential loss or damage.
- 14.4 Subject to clause 14.1, GNI's total aggregate liability under this Agreement is limited to the value of the Grant.

## 15 Insurance

- 15.1 From the Agreement Date throughout the Term, and for such further period as may be required or ought prudently be maintained after the Term, the Grantee shall keep at its own cost and expense (i) all its key insurable assets insured with reputable insurers to their full cost of re-instatement against loss or damage by fire and explosion or any other cause; and (ii) public liability insurance to a minimum cover of €6.5 million per claim (iii) motor insurance for the Vehicle, and (iv) employer's liability insurance with an indemnity level of not less than €13m with reputable insurers.

# GRAZE Vehicle Grant Scheme Grant Agreement

## 16 Term

This Agreement shall commence on the Agreement Date and shall continue in full force and effect until 6 years after the date of the grant is paid, unless earlier terminated in accordance with the terms of the Agreement ("**Term**").

- 16.1 Upon termination or expiry of this Agreement for any reason all rights and obligations of the Parties under this Agreement shall automatically terminate except for any rights and/or obligations which may have accrued prior to termination or expiry and any rights and/or obligations which expressly or by implication are intended to commence or continue in effect on or after termination or expiry.
- 16.2 Where this Agreement expires or is terminated, or at any time on receiving written demand from GNI, the Grantee undertakes that it shall immediately and without delay return to GNI all GNI Confidential Information.

## 17 Cessation, Repayment and Reduction of the Grant

- 17.1 GNI may without liability immediately terminate the Agreement, cease making any payments of the Grant, seek repayment of the Grant already paid to the Grantee and/or reduce the amount of the Grant to be paid if any one or more the following events occur:
- 17.1.1 the Grantee disposes of the Vehicle without the consent of GNI prior to the term of this Agreement;
  - 17.1.2 any information supplied by the Grantee in the Application is untrue or inaccurate, or becomes untrue or inaccurate to an extent material to GNI's operation of the Grant Scheme;
  - 17.1.3 the Grantee does not purchase and register the Vehicle within nine (9) calendar months of the Agreement Date, or ceases to progress the purchase and registration to GNI's satisfaction;
  - 17.1.4 in the reasonable opinion of GNI it is necessary or prudent to do so in order to comply with the requirements of any guidelines, rules or regulations prescribed by Government or any other authority having jurisdiction over GNI including any applicable public procurement law or State Aid Rules, or to settle any complaint or challenge received by GNI in such respect;
  - 17.1.5 the Grantee commits any breach of this Agreement which is not capable of remedy, or which is capable of remedy but which is not remedied within 30 days of written notice from GNI to do so; or
  - 17.1.6 the Grantee becomes insolvent, ceases to carry on its business, has a receiver, examiner, liquidator, administrative receiver, administrator, trustee in bankruptcy or other similar officer appointed over the whole or part of its assets, or an order is made or a resolution is passed for the winding up of the Grantee or if the Grantee made an arrangement or assignment for the benefit of its creditors or is any analogous event to any of the foregoing occurs in respect of the Grantee.
- 17.2 If GNI seeks repayment of the Grant as a result of the occurrence of any of the events referred to above at clause 17.1, the Grantee covenants and undertakes to make such repayments in full and without deduction, set-off or withholding of any kind within one (1) month of receipt of a written demand by GNI.
- 17.3 GNI may without liability immediately terminate the Agreement and refuse to pay the Grant and/or reduce the amount of the Grant to be paid if funds are no longer available at the time the Grantee requests payment.
- 17.4 GNI may terminate this Agreement at any time subject to giving the Grantee one (1) month's prior notice in writing.

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- 17.5 Where the Grantee fails to purchase and register the Vehicle within nine (9) calendar months of the Agreement Date, or ceases to progress the purchase and registration to GNI's satisfaction, the Grantee will not be eligible to apply for further funding from GNI for the purchase of any other CNG Vehicle.

## 18 Acknowledgments and Announcements

- 18.1 The Grantee undertakes that it shall by appropriate signage on the Vehicle, and in its annual report (if applicable) and on its website, acknowledge the role of GNI and DCEE in funding and supporting the Vehicle, and for these purposes the Grantee shall display the GNI and Rialtas na h'Éireann logos. All acknowledgements made by the Grantee shall be approved in advance by GNI in writing.
- 18.2 GNI hereby grants the Grantee, a revocable, non-exclusive, non-transferable, royalty free, limited licence to use GNI's trademarks solely to the extent necessary for the Grantee to comply with clause 18.1, and not for any other purpose. This licence will immediately cease upon the termination or expiry of this Agreement (or earlier to the extent that any such trademarks are not required by the Grantee for the purpose of fulfilling its obligations under this Agreement).
- 18.3 Without prejudice to clause 18.1 and save with the prior written consent of GNI, the Grantee shall not make any public announcements, publications, marketing or sales materials relating to the Grant or the Grant Scheme.

## 19 General Provisions

- 19.1 The Grantee shall not assign, delegate, sub-contract or otherwise transfer the benefit or burden of this Agreement without the prior written consent of GNI.
- 19.2 No amendment, variation or modification of this Agreement will be valid unless confirmed in writing by the authorised signatories of each of the Parties.
- 19.3 This Agreement may be entered into 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 the one and the same instrument.
- 19.4 Any liability of any Party under the provisions of this Agreement may in whole or in part be released, varied, impounded or compromised by such Party under any liability without it in any way prejudicing or affecting its rights against any other Party under the same or a like liability whether joint and several or otherwise. No failure by any Party to enforce any provision or term of this Agreement shall be construed as a waiver of such provisions or of the right thereafter of the Party to enforce the same.
- 19.5 If any of the provisions (or part thereof) of this Agreement is found by a court of competent jurisdiction or any other competent authority to be void, invalid or unenforceable, it shall be deemed to be deleted from this Agreement and the remaining provisions (or part thereof) shall not be affected and shall continue to apply. The Parties shall then negotiate in good faith in order to agree terms of a mutually satisfactory provision to be substituted for the provision found to be void, invalid or unenforceable.
- 19.6 This Agreement shall not be construed as establishing or implying any partnership or joint venture between the Parties and, save as expressly provided in this Agreement, nothing in this Agreement shall be deemed to constitute any of the Parties as the agent of any other Party or authorise any Party (i) pledge the credit of or otherwise bind or oblige the other Party, (ii) make any representation or warranty on behalf of another Party, or, (iii) commit another Party in any way whatsoever, without in each case obtaining that Party's prior written consent.

# GRAZE Vehicle Grant Scheme Grant Agreement

- 19.7 Where the Grantee is neither a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Grantee shall be jointly and severally liable for the Grantee's obligations and Liabilities arising under this Agreement.
- 19.8 A notice given to a Party under or in connection with this Agreement shall be in writing and sent to the Party at the address first set out in this Agreement or as otherwise notified in writing to the other Party. Any such notice shall be deemed to have been served or delivered at the time of delivery, if delivered by hand, or if sent by post, 72 hours after posting.

## **20 Dispute Resolution and Governing Law**

- 20.1 Should there be any dispute arising out of the Agreement, including the interpretation or fulfilment of any of its provisions, all such disputes shall in the first instance be promptly discussed by GNI and the Grantee in an effort to arrive at a mutually agreeable solution. Failing the resolution of the matter within a 3 week period the dispute may be referred to mediation by the mutual agreement of the Parties based on terms and conditions to be agreed. If the matter is not resolved by mediation (including failure to agree on the identity of the mediator and/or failure to agree the terms and conditions of the mediation) within a further 3 week period either Party may resort to court process.
- 20.2 This Agreement shall be governed by the laws of Ireland and the Parties each submit to the exclusive jurisdiction of the Irish Courts.