

DATED

202[2]

(1) THANET DISTRICT COUNCIL

AND

(2) [NAME OF RECIPIENT]

GRANT AGREEMENT

AGREEMENT DETAILS

DATED: **[INSERT]** *[Drafting guidance (to be deleted once completed): Once both parties have signed the next page, this section is to be dated and this then completes the contract.]*

Funder:	Thanet District Council (the “Funder”)	
Funder’s address	Council Offices, P.O.Box 9, Cecil Street, Margate, CT9 1XZ	
Recipient	[NAME] OR [COMPANY NAME] Limited (Company number [NUMBER]) (the “Recipient”)	
Recipient’s address	The Recipient’s principal address/registered office at [ADDRESS] OR Company registered office: [ADDRESS]	
Grant	The sum of £[AMOUNT] to be paid to the Recipient in accordance with this Agreement.	
Grant Period	The period for which the Grant is awarded starting on the Commencement Date and ending on [DATE BY WHICH THE GRANT MUST BE SPENT].	
Project	[INSERT DETAILS OF THE PROJECT TO BE FUNDED BY THE GRANT]	
	<i>[Drafting guidance (to be deleted once completed): It is important to be specific and, where appropriate, include specific project outcomes here. The terms and conditions included refer back to this definition of “Project” and it is this referring back which limits how the Grant can be spent. For example (from clause 2.2.) “The Recipient shall not make any significant change to the Project without the Funder’s prior written agreement”.]</i>	
Outcome		
	<i>[Drafting guidance (to be deleted once completed): Include here a headline intended outcome for the Project. E.g. “Regeneration of [area]”, or “Construction of [item]”, “New full time role of [role] onboarded”, etc”.]</i>	
Grant Payment Timetable	Amount of Grant Payable	Date of (or trigger for) Payment
	[INSERT PROPORTION OF GRANT PAYABLE UPON DATE/TRIGGER]	[INSERT DATE OR MILESTONE]
	[...]	[...]
	<i>[Drafting guidance (to be deleted once completed): If all the Grant sum will be drawn down in one go, the date from which the Recipient is entitled to the Grant should be inserted and the other rows deleted.]</i>	
	<i>The additional rows will only be needed if the Grant is to be drawn down in</i>	

<p>sections/upon achievement of milestones.</p> <p>Where a proportion of the Grant is payable upon a certain date then the date should be inserted alongside the corresponding Grant amount that can be drawn at that time. Where a proportion of the Grant is payable upon the achievement of a milestone, details of such milestone should be inserted.]</p>	[...]	[...]
<p>Grant Budget</p> <p>(If applicable)</p> <p>[Drafting guidance (to be deleted once completed): Where the Council wants to determine how the Grant is allocated towards costs of the Project in more detail, then it can insert details here which breakdown aspects of the Project and how much of the overall Grant can be allocated towards each of them (e.g. the Council could limit costs which could be spent towards administration or individual project-specific items).]</p>	<p>Item of Expenditure</p>	<p>Budget (in UK Sterling)</p>
	<p>[INSERT ITEM OF PROJECT WHICH CAN BE FUNDED BY CORRESPONDING BUDGET]</p>	<p>[ALLOCATED BUDGET]</p>
<p>Funder Representative</p> <p>[Drafting guidance (to be deleted once completed): In this box the Council should insert the details of the appropriate representative who will oversee the implementation and delivery of the grant agreement. They are also the first escalation should there be an dispute arising.]</p>	<p>Name: [INSERT]</p> <p>Title: [INSERT]</p> <p>Email: [INSERT]</p> <p>Telephone: [INSERT]</p>	
<p>Recipient Representative</p>	<p>Name: [INSERT]</p> <p>Title: [INSERT]</p> <p>Email: [INSERT]</p> <p>Telephone: [INSERT]</p>	
<p>Commencement Date</p>	<p>The date when both parties have signed this Agreement.</p>	
<p>Additional Funding/Matched Funding</p> <p>[Drafting guidance (to be deleted once completed): Include any details here in relation to any matched funding or additional funding arrangements for the Project. Delete this box if not relevant.]</p>	<p>The Recipient shall inform the Funder as soon as practicable of any change to the terms of any Additional Funding or Matched Funding in relation to the Project.</p> <p>The Funder will not in any circumstance be required to pay the Grant to the Recipient and the Recipient has no right to the Grant unless and until the Funder has confirmed in writing that it has received evidence in writing from the Recipient that any required Additional Funding/Matched Funding has been received by the Funder and that</p>	

	additional funding (and any terms thereof) is to the satisfaction of the Funder at its sole discretion.
<p>Special Terms</p> <p><i>[Drafting guidance (to be deleted once completed): This section is to be used for any specific amendments that are required to the standard terms and conditions attached to this front page. Where a clause in the standard terms does not reflect the Project closely enough, it can be deleted or amended pursuant to this box. A couple of items to consider are:</i></p> <ul style="list-style-type: none"> - <i>Clause 6.2 (Reporting). If additional reporting requirements are required (or at different intervals in addition to quarterly, add in details here).</i> - <i>Clause (Commencement): Amend the clawback mechanism timeline from 6 months if this is not appropriate for the Project.</i> - <i>Clause (Insurance): Amend the required insurance levels as appropriate to the project.</i> <p><i>Consider any back-to-back requirements. If there are obligations on the Council (e.g. where the Council is party to its own grant agreement/terms with Government in relation to the funding) these should be reflected here.</i></p> <p><i>Additionally, new clauses can be added in here if there are project-specific or grant-specific details which the Council wishes to require the Recipient to follow.]</i></p>	<p>In the Conditions:</p> <p>[(a) Clause [NUMBER] deleted: The entire text of clause [NUMBER] is deleted and replaced with the words "Not used"].</p> <p>[(b) Clause [NUMBER] added: This clause is inserted into the Agreement Conditions: [NEW CLAUSE]].</p> <p>[(c) Clause [NUMBER] amended: This clause is amended to read as follows: [AMENDED CLAUSE IN FULL].]</p> <p>In addition to the Conditions, the following provisions will apply to this Agreement:</p>

1. This Agreement is made up of these Agreement Details and the Agreement Conditions.
2. If there is any conflict or ambiguity between the terms of the Agreement Details and the Agreement Conditions, the Agreement Details shall have priority and prevail over the Agreement Conditions.

This DEED has been entered into on the date stated at the beginning of it.

EXECUTED as a DEED by affixing
the common seal of **THANET**
DISTRICT COUNCIL in the
presence of:

.....
Authorised officer

.....
Authorised officer

[Drafting guidance (to be deleted once completed): Please liaise with the Recipient to choose the most appropriate way of signing this deed from the below four options (Options 1 -3 are for companies, Option 4 is for Charities). The Recipient will likely be best placed to determine between the options the most appropriate execution clause.]

Option 1: (Company) Signed by 2 directors:

EXECUTED as a DEED)
by **[NAME OF RECIPIENT]**)
acting by and under the signatures of:)

.....
Signature of Director Name of Director

.....
Signature of Director Name of Director

Option 2: (Company) Signed by 1 director and 1 company secretary:

EXECUTED as a DEED)
by **[NAME OF RECIPIENT]**)
acting by and under the signatures of:)

.....
Signature of Director Name of Director

.....
Signature of Company Secretary Name of Company Secretary

Option 3: (Company) Signed by 1 director in the presence of an independent witness:

EXECUTED as a **DEED**)
by **[NAME OF RECIPIENT]**)
acting by **[NAME OF DIRECTOR]**,)
a director, in the presence of:)

Signature of Director

.....
Signature of Witness

.....
Name of Witness

.....
.....
.....
Address of Witness

.....
Occupation of Witness

Option 4: (Charity) Please note if the Recipient is a Charity please contact TDC legal to undertake review on whether those signing the deed have authority to do so, and that the charity itself has capacity to enter into the agreement)

Signed as a deed by)
[NAME OF THE TRUSTEE])
in the presence of:)

Signature of Trustee

.....
Signature of Witness

.....
Name of Witness

.....
.....
.....
Address of Witness

.....
Occupation of Witness

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GRANT AGREEMENT

AGREEMENT CONDITIONS

RECITALS

- (A) The Funder has agreed to pay the Grant to the Recipient to assist it in carrying out the Project.
- (B) This Agreement sets out the terms and conditions on which the Grant is made by the Funder to the Recipient.
- (C) These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

AGREED TERMS

1. DEFINITIONS

In this Agreement the following terms shall have the following meanings:

Agreement	means this agreement between the Funder and the Recipient in accordance with the Agreement Details and these Agreement Conditions.
Agreement Conditions	these terms and conditions set out in clause 1 to 28.
Agreement Details	means the front cover table attached to these Agreement Conditions which set out the specific details of this Agreement.
Bribery Act	the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.
Data Protection Legislation:	all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.
Governing Body	the governing body of the Recipient including its directors or trustees.
Ineligible Expenditure	each of the ineligible items contained in Schedule 1.
Intellectual Property Rights	all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.

Know-How	information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.
Prohibited Act	<p>(1) offering, giving or agreeing to give any gift or consideration of any kind as an inducement or reward for:</p> <p>(a) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Funder; or</p> <p>(b) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Funder;</p> <p>(2) entering into this Agreement or any other contract with the Funder where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Funder;</p> <p>(a) committing any offence:</p> <p>(i) under the Bribery Act;</p> <p>(ii) under legislation creating offences in respect of fraudulent acts; or</p> <p>(b) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Funder; or</p> <p>(c) defrauding or attempting to defraud or conspiring to defraud the Funder.</p>
UK GDPR	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

2. PURPOSE OF GRANT

- 2.1 The Recipient shall use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of the Funder.
- 2.2 The Recipient shall not make any significant change to the Project without the Funder's prior written agreement.
- 2.3 Where the Recipient intends to apply to a third party for other funding for the Project (including any additional or matched funding), it will notify the Funder in advance of its intention to do so and, where such funding is obtained, it will provide

the Funder with details of the amount and purpose of that funding. The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that the Funder is funding in full under this Agreement.

3. PAYMENT OF GRANT

- 3.1 Subject to clause 12, the Funder shall pay the Grant to the Recipient in accordance with the Grant Payment Timetable, subject to the necessary funds being available when payment falls due. The Recipient agrees and accepts that payments of the Grant can only be made to the extent that the Funder has available funds.
- 3.2 No Grant shall be paid unless and until the Funder is satisfied that such payment will be used for proper expenditure in the delivery of the Project.
- 3.3 The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.
- 3.4 The Recipient shall promptly repay to the Funder any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.

4. USE OF GRANT

- 4.1 The Grant shall be used by the Recipient for the delivery of the Project in accordance with any agreed budget. Where the parties have agreed a Grant Budget and included details of this in the Agreement Details, the amount of the Grant that the Recipient may spend on any item of expenditure listed in column 1 of the Grant Budget shall not exceed the corresponding sum of money listed in column 2 without the prior written agreement of the Funder.
- 4.2 Where the Recipient has obtained funding from a third party in relation to its delivery of the Project (including without limitation funding for associated administration and staffing costs), the amount of such funding shall be included in the Grant Budget together with a clear description of what that funding shall be used for.
- 4.3 The Recipient shall not use the Grant to:
 - 4.3.1 make any payment to members of its Governing Body;
 - 4.3.2 purchase buildings or land;
 - 4.3.3 make any payment in any way in relation to any of the Ineligible Expenditure; or
 - 4.3.4 pay for any expenditure commitments of the Recipient entered into before the Commencement Date,unless this has been approved in writing by the Funder.
- 4.4 The Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period.
- 4.5 The Recipient shall not enter into any contracts or permit any payments to third parties funded in whole or part by the Grant unless those contracts or payments are made in accordance with the prevailing procurement regime in effect in the UK from time to time as well as any minimum requirements set by the Funder from time to time.
- 4.6 Should any part of the Grant remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent monies are returned to the Funder or, if agreed in writing by the Funder, shall be entitled to retain the unspent monies to use for purposes as agreed between the parties.

- 4.7 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project must be managed and paid for by the Recipient using the Grant or other resources of the Recipient. There will be no additional funding available from the Funder for this purpose.

5. ACCOUNTS AND RECORDS

- 5.1 The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds.
- 5.2 The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.
- 5.3 The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant, Additional Funding or Matched Funding for a period of at least seven years following receipt of any monies to which they relate. The Funder shall have the right to review, at the Funder's reasonable request, the Recipient's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.
- 5.4 The Recipient shall provide the Funder with a copy of its annual accounts within six months (or such lesser period as the Funder may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant is paid.
- 5.5 The Recipient shall comply and facilitate the Funder's compliance with all statutory requirements as regards to accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Funder.

6. MONITORING AND REPORTING

- 6.1 The Recipient shall closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.
- 6.2 The Recipient shall on request provide the Funder or its auditors with such further information, explanations and documents as the Funder may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.
- 6.3 The Recipient shall permit any person authorised by the Funder or its auditors such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.
- 6.4 The Recipient shall permit any person authorised by the Funder to visit the Recipient once every quarter to monitor the delivery of the Project. Where, in its reasonable opinion, the Funder considers that additional visits are necessary to monitor the Project, it shall be entitled to authorise any person to make such visits on its behalf.
- 6.5 The Recipient shall provide the Funder with a final report on completion of the Grant Period which shall confirm whether and to what extent the Project has been successfully and properly completed in accordance with the Outcome and include details on how funding received was allocated across the Project.

Quarterly Financial and Operational Report

- 6.6 The Recipient shall provide the Funder with a financial report and an operational report on its use of the Grant or any Matched Funding and delivery of the Project every quarter and in such formats as the Funder may reasonably require. The Recipient will provide a template format for such report which details reporting requirements for the Funders approval. The Recipient shall provide the Funder with each report within three months of the last day of the quarter to which it relates or at any such other intervals as required by the Funder.

- 6.7 The Recipient shall keep informed of any changes to funding terms of any third-party funding (for example any Additional Funding or Matched Funding) and will, as part of the financial report and operational report, disclose any changes to the Funder. Where the Funder becomes aware of any such changes in funding terms it shall inform the Recipient where it is practicable and permissible to do so.
- 6.8 Along with its first quarterly financial report, the Recipient shall provide the Funder with a risk register and insurance review in the format provided by the Funder. The Recipient shall, amongst others, address the health and safety of its staff in the risk register.

7. PUBLICITY

- 7.1 The Recipient shall not publish any material referring to the Funder or the Grant without the prior written agreement of the Funder.
- 7.2 The Recipient agrees to participate in and cooperate with promotional activities (including any use of required logos) relating to the Project that may be instigated, organised or otherwise required by the Funder.
- 7.3 The Funder may acknowledge the Recipient's involvement in the Project as appropriate without prior notice or the Recipient's consent.
- 7.4 The Recipient shall comply with all reasonable requests from the Funder to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Funder in its promotional and fundraising activities relating to the Project.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Funder and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the Funder or the Recipient before the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.
- 8.2 Where the Funder has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Funder.

9. CONFIDENTIALITY

- 9.1 Subject to clause 10 (Freedom of Information), each party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of this Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.
- 9.2 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:
- 9.2.1 at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;
- 9.2.2 is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
- 9.2.3 is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the

receiving party without breach of the obligations owed by that party to the disclosing party.

10. FREEDOM OF INFORMATION

- 10.1 The Recipient acknowledges that the Funder is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIRs**).
- 10.2 The Recipient shall:
 - 10.2.1 provide all necessary assistance and cooperation as reasonably requested by the Funder to enable the Funder to comply with its obligations under the FOIA and EIRs;
 - 10.2.2 transfer to the Funder all requests for information relating to this Agreement that it receives as soon as practicable and in any event within two (2) working days of receipt;
 - 10.2.3 provide the Funder with a copy of all information belonging to the Funder requested in the request for information which is in its possession or control in the form that the Funder requires within five (5) working days (or such other period as the Funder may reasonably specify) of the Funder's request for such information; and
 - 10.2.4 not respond directly to a request for information unless authorised in writing to do so by the Funder.
- 10.3 The Recipient acknowledges that the Funder may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Recipient. The Funder shall take reasonable steps to notify the Recipient of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practicable for it to do so but (notwithstanding any other provision in this Agreement) the Funder shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

11. DATA PROTECTION

Both Parties will comply with all applicable requirements of and all their obligations under the Data Protection Legislation which arise in connection with the Agreement.

12. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT

- 12.1 The Funder's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Funder's other rights and remedies, the Funder may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:
 - 12.1.1 the Recipient uses the Grant or any Additional Funding or Matched Funding for purposes other than those for which it has been awarded;
 - 12.1.2 the delivery of the Project does not start within 6 months of the Commencement Date and the Recipient has failed to provide the Funder with a reasonable explanation for the delay;
 - 12.1.3 the Funder considers that the Recipient has not made satisfactory progress with the delivery of the Project or the Outcomes;
 - 12.1.4 the Recipient is, in the reasonable opinion of the Funder, delivering the Project in a negligent manner;
 - 12.1.5 the Recipient obtains duplicate funding from a third party for the Project;
 - 12.1.6 the Recipient obtains funding from a third party which, in the reasonable opinion of the Funder, undertakes activities that are likely to bring the reputation of the Project or the Funder into disrepute;

- 12.1.7 the Recipient provides the Funder with any materially misleading or inaccurate information;
 - 12.1.8 the Recipient commits or committed a Prohibited Act;
 - 12.1.9 any member of the Governing Body, employee or volunteer of the Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of the Funder, bring or are likely to bring the Funder's name or reputation into disrepute;
 - 12.1.10 the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
 - 12.1.11 the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;
 - 12.1.12 the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure; or
 - 12.1.13 where applicable, the Recipient fails to provide the Funder with evidence that it has obtained any applicable Additional Funding or Matched Funding or the Funder is otherwise not satisfied of the terms of such Additional Funding or Matched Funding.
- 12.2 The Funder may retain or set off any sums owed to it by the Recipient which have fallen due and payable against any sums due to the Recipient under this Agreement or any other agreement pursuant to which the Recipient provides goods or services to the Funder.
- 12.3 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement it will notify the Funder as soon as possible so that, if possible, and without creating any legal obligation, the Funder will have an opportunity to provide assistance in resolving the problem or to take action to protect the Funder and the Grant monies.

13. ANTI-DISCRIMINATION

- 13.1 The Recipient shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment or otherwise.
- 13.2 The Recipient shall take all reasonable steps to secure the observance of clause 13.1 by all servants, employees or agents of the Recipient and all suppliers and subcontractors engaged on the Project.

14. HUMAN RIGHTS

- 14.1 The Recipient shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Recipient were a public body (as defined in the Human Rights Act 1998).
- 14.2 The Recipient shall undertake, or refrain from undertaking, such acts as the Funder requests so as to enable the Funder to comply with its obligations under the Human Rights Act 1998.

15. LIMITATION OF LIABILITY

- 15.1 The Funder accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant. The Recipient shall indemnify and hold harmless the Funder, its employees, agents, officers or subcontractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.
- 15.2 Subject to clause 15.1, the Funder's liability under this Agreement is limited to the payment of the Grant.

16. WARRANTIES

- 16.1 The Recipient warrants, undertakes and agrees that:
- 16.1.1 it has all necessary resources, approvals, powers and expertise to deliver the Project (assuming due receipt of the Grant);
 - 16.1.2 it has not committed, nor shall it commit, any Prohibited Act;
 - 16.1.3 it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Funder immediately of any significant departure from such legislation, codes or recommendations;
 - 16.1.4 it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
 - 16.1.5 it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
 - 16.1.6 it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
 - 16.1.7 all financial and other information concerning the Recipient which has been disclosed to the Funder is to the best of its knowledge and belief, true and accurate;
 - 16.1.8 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 in connection with the Grant;
 - 16.1.9 it is not aware of anything in its own affairs, which it has not disclosed to the Funder or any of the Funder's advisers, which might reasonably have influenced the decision of the Funder to make the Grant on the terms contained in this Agreement; and
 - 16.1.10 since the date of its last accounts there has been no material change in its financial position or prospects.

17. INSURANCE

- 17.1 The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss (the **Required Insurances**).
- 17.2 The Required Insurances referred to above include (but are not limited to):
- 17.2.1 public liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project; and

17.2.2 employer's liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project.

The Recipient shall (on request) supply to the Funder a copy of such insurance policies and evidence that the relevant premiums have been paid.

18. DURATION

18.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the anniversary of expiry of the Grant Period or for so long as any Grant monies remain unspent by the Recipient, whichever is longer.

18.2 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

19. TERMINATION

The Funder may terminate this Agreement and any Grant payments on giving the Recipient three months' written notice should it be required to do so by financial restraints or for any other reason.

20. ASSIGNMENT

The Recipient may not, without the prior written consent of the Funder, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.

21. WAIVER

No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

22. NOTICES

All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

23. DISPUTE RESOLUTION

23.1 In the event of any complaint or dispute (which does not relate to the Funder's right to withhold funds or terminate) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the Funder Representative or any other individual nominated by the Funder from time to time.

23.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Funder Representative or other nominated individual, as the case may be, either party may refer the matter to the Director of Law and Democracy and the Section 151 Officer of the Funder and the Chair of the Recipient with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the Funder and the Recipient.

23.3 In the absence of agreement under clause 23.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

24. NO PARTNERSHIP OR AGENCY

This Agreement shall not create any partnership or joint venture between the Funder and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

25. JOINT AND SEVERAL LIABILITY

Where the Recipient is not 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 Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this Agreement.

26. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

27. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

28. ENTIRE AGREEMENT

This Agreement (together with all documents attached to or referred to within it) constitutes the entire agreement and understanding between the parties in relation to the Grant and supersedes any previous agreement or understanding between them in relation to such subject matter.

Schedule 1 – Ineligible Expenditure

Any and each of the following:

- Costs incurred prior to commencement date of the offer letter
- Funding core costs of an organisation (i.e. existing staff)
- Payments for activity of a political nature
- Payments for activity of a religious nature
- Depreciation, amortisation and impairment of assets
- Provisions
- Contingent liabilities
- Contingencies
- Profit made by the applicant
- Dividends
- Investments
- Interest charges
- Service charges arising on finance leases, hire purchase and credit arrangements
- Costs involved in winding up a company
- Payments for unfair dismissal
- Payments into private pension schemes
- Payments for unfunded pensions
- Compensation for loss of office
- Bad debts
- Payments for gifts and donations
- Entertainments
- Reclaimable VAT
- Statutory fines and penalties
- Criminal fines and damages
- Legal expenses in respect of litigation
- Alcohol
- Travel that is not the most economical form of transport to a meeting/destination
- Overnight accommodation not sought at the most economical rates