

**DATED**

**2024**

**(1) THANET DISTRICT COUNCIL  
AND  
(2) EKC Group**

**GRANT AGREEMENT  
Levelling Up Fund - Margate Digital Campus**

## AGREEMENT DETAILS

DATED: \_\_\_\_\_ 2024

<b>Funder:</b>	Thanet District Council (the “Funder”)	
<b>Funder’s address</b>	Council Offices, P.O.Box 9, Cecil Street, Margate, CT9 1XZ	
<b>Recipient</b>	EKC Group (UKPRN 10006570) (the “Recipient”)	
<b>Recipient’s address</b>	Ramsgate Road, Broadstairs, Kent CT10 1PN	
<b>Grant</b>	<p>The total Levelling Up Fund grant of £6,163,533 to be paid to the Recipient in accordance with this Agreement.</p> <p>£24,000 for removal of the remaining asbestos from a previous scheme to be paid in accordance with this Agreement. Quote to be confirmed for final amount.</p>	
<b>Grant Period</b>	<p>The period for which the Grant is awarded starting on the Commencement Date and ending on 31 March 2026. Grant Monitoring will be for three years after this period.</p>	
<b>Project</b>	<p>The Levelling Up Fund (LUF) proposal known as MargateDigital as outlined in the attached LUF Bid. Funding is provided to form part of the necessary capital investment required for delivery of the LUF Bid.</p>	
<b>Outcome</b>	<p>All objectives included through the LUF Application including, among others the following:</p> <ul style="list-style-type: none"> <li>▪ Creation of 2,000 sq m of cutting-edge, industry-relevant training space;</li> <li>▪ Delivery to more than 200 16-19 and adult learners in the first year of operation, with further growth over subsequent years;</li> <li>▪ Delivery of a range of technical qualifications, including specialised T Levels in Animation, Architecture, Programming, Coding, Graphics, Marketing, TV and Film;</li> <li>▪ Offer of seamless progression to Level 4 and 5 provision by introducing new Higher Technical Qualifications, supported by a government-backed brand and quality mark to meet the higher-level skills of industry; and</li> <li>▪ Investment of £7,026,078 in the area (£6,306,078 from the Levelling Up Fund and £720,000 from East Kent Colleges Group), a significant proportion of which will be for specialist equipment.</li> </ul>	
<b>Grant Payment Timetable</b>	<b>Amount of Grant Payable</b>	<b>Date of (or trigger for) Payment</b>
	2023-24 Q4	£ 89,456.72
	2024-25 Q1	£ 1,080,000.00
	2024-25 Q2	£ 1,800,000.00
	2024-25 Q3	£ 1,400,000.00
	2024-25 Q4	£ 1,000,000.00
	2025-26 Q1	£ 674,076.28
	2025-26 Q4	£ 120,000.00
<b>Grant Budget</b>	<b>Item of Expenditure</b>	<b>Budget (in UK Sterling)</b>
	Project Management	£ 66,960

	Design Fees	£ 348,755		
	Enabling works – Pre-Contract - Demolition / Site Preparation or Remediation etc	£ 225,119		
	Construction Phase – Cost of refurbishment / conversion	£ 5,495,057		
	Materials/Equipment via Match funding	£ 720,000		
	Other Fees/Costs	£ 27,642		
<b>Funder Representative</b>	Name: Chris Blundell Title: Director of Corporate Services and Section 151 Officer Email: chris.blundell@thanet.gov.uk Telephone: 01843 577722			
<b>Recipient Representative</b>	Name: Dan Shelley Title: Chief Infrastructure and Transformation Officer Email: dan.shelley@eastkent.ac.uk Telephone: 07879 406892			
<b>Commencement Date</b>	The date when both parties have executed this Agreement.			
<b>Additional Funding/Matched Funding</b>	<p>The Recipient is providing £720,000 in matched funding from the Department for Education's Specialist Equipment Allocation to fund industry specialist equipment required.</p> <p>The Recipient will also access revenue funding from its Further Education and Adult Education Budget, provided by the Education and Skills Funding Agency. This will cover programme delivery costs and additional student support monies when appropriate. This revenue funding will ensure that the investment is fully utilised in the years after the building restoration and fit out.</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 Recipient 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 additional funding (and any terms thereof) is to the satisfaction of the Funder at its sole discretion.</p>			
<b>Special Terms</b>	<p>In the Conditions:</p> <p><u>Special Term A</u> Insert at clause 1 Definitions the following as a new row under "Know-How":</p> <table border="1" data-bbox="687 1664 1390 1912"> <tr> <td>LUF Application</td> <td>the Levelling Up Fund Application Form approved by Department for Levelling Up, Housing and Communities, Department for Transport and HM Treasury and the subsequent project management update (and associated Annex 1), both as attached at Schedule 2.</td> </tr> </table> <p><u>Special Term B</u></p>		LUF Application	the Levelling Up Fund Application Form approved by Department for Levelling Up, Housing and Communities, Department for Transport and HM Treasury and the subsequent project management update (and associated Annex 1), both as attached at Schedule 2.
LUF Application	the Levelling Up Fund Application Form approved by Department for Levelling Up, Housing and Communities, Department for Transport and HM Treasury and the subsequent project management update (and associated Annex 1), both as attached at Schedule 2.			

	<p>Clause 6.9 added: This clause is inserted into the Agreement Conditions:</p> <p>“6.9 In addition and as a separate obligation (if deemed required by the Funder) to the other reporting obligations contained in this clause 6, the Recipient shall support the Funder and provide any information or reporting as required by the Funder in order for the Funder to discharge its reporting obligations as contained in the LUF Application including, but not limited to, Annex 1 of the project management update.</p>	
<b>Monitoring and Evaluation requirements</b>	Number of full-time equivalent (FTE) permanent jobs created directly through the projects	Target 8
	Number of full-time equivalent (FTE) permanent jobs safeguarded directly through the projects	Target 2
	Number of full-time equivalent (FTE) permanent jobs facilitated directly through the projects	Target 51
	Amount (m2) of new educational space created	Target 2341
	Student FTEs progressing to HE per year	Target 8
	Student FTEs progressing to employment per year	Target 86
	Number of students enrolling/completing FE and HE courses	No target
	Deliver Local Impact Evaluation	No target
	Provision of match funding	£720,000

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

**EXECUTED as a DEED** by EKC Group  
(being a body corporate established  
under the Further & Higher Education  
Act 1992) by the affixing of the seal of  
its governing body, in the presence of:

.....  
Signature of Chair or duly authorised member of said  
governing body

.....  
Member of said governing body

# 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:

<b>Agreement</b>	means this agreement between the Funder and the Recipient in accordance with the Agreement Details and these Agreement Conditions.
<b>Agreement Conditions</b>	these terms and conditions set out in clause 1 to 29.
<b>Agreement Details</b>	means the front cover table attached to these Agreement Conditions which set out the specific details of this Agreement.
<b>Bribery Act</b>	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.
<b>Data Protection Legislation:</b>	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.
<b>Drawdown Request</b>	The notice to be provided to the Funder by the Recipient detailing, among others and as determined by the Funder acting reasonably, details of the relevant land/property, the business case for the relevant land/property, the strategic reason for the site, benefits and outcomes expected, costs incurred and a cash flow forecast.
<b>Drawdown Request Consent</b>	Means the written approval of the Funder's Section 151 Officer and Senior Responsible Officer in respect of a Drawdown Notice.
<b>Governing Body</b>	the governing body of the Recipient including its directors or trustees.
<b>Ineligible Expenditure</b>	each of the ineligible items contained in Schedule 1.
<b>Intellectual Property Rights</b>	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.

<b>Know-How</b>	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.
<b>Prohibited Act</b>	<ol style="list-style-type: none"> <li>1. offering, giving or agreeing to give any gift or consideration of any kind as an inducement or reward for: <ol style="list-style-type: none"> <li>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</li> </ol> </li> </ol>
	<ol style="list-style-type: none"> <li> <ol style="list-style-type: none"> <li>b. showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Funder;</li> </ol> </li> <li>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; <ol style="list-style-type: none"> <li>1. committing any offence: <ol style="list-style-type: none"> <li>1.1. under the Bribery Act;</li> <li>1.2. under legislation creating offences in respect of fraudulent acts; or</li> </ol> </li> <li>2. at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Funder; or</li> <li>3. defrauding or attempting to defraud or conspiring to defraud the Funder.</li> </ol> </li> </ol>
<b>UK GDPR</b>	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 as set out under the Purpose of Grant in the Agreement Details section, 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.
- 2.4. 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 Spend Profile set out in Annex 1, and the Grant Drawdown Process (Annex 2), subject to the necessary funds being received in cleared funds from Government when payment falls due.
- 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 spend profile. The agreed Grant Spend Profile is set out above within the Grant Funding Profile section that is in Annex 1, and can be updated on a quarterly basis with (prior written) agreement from 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. make any payment in any way in relation to any of the Ineligible expenditure;  
or
  - 4.3.3. 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, as well as any minimum requirements set by the Funder. Guidance will be provided separately and annexed to the Grant Agreement.
- 4.6. Should any part of the Grant remain unspent at the end of the Grant Period (end March, 2026), the Recipient shall ensure that any unspent monies are returned to the Funder/the funding will not be allocated to the Recipient or, if agreed in writing by the Funder, the Recipient shall be entitled to retain the unspent monies/transferred 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 Outcomes and include details on how funding received was allocated across the Project.
- 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 through the monitoring and evaluation process outlined in Annex 3, and in such formats as the Funder may reasonably require. The Funder will provide a template format for such a report which details reporting requirements and timelines for reporting.
- 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.
- 6.9. The Funder will award the funding as allocated by the Department of Levelling Up, Housing and Communities [or its successor body(ies)], which will be dependent on the Recipient completing the Monitoring and Evaluation documentation correctly, and spending the funding as allocated in the previous period. If the profiled funding allocation is not spent, at their discretion the Department of Levelling Up, Housing and Communities may not provide further funding until the previous allocation is spent.

## **7. PUBLICITY**

- 7.1. The Recipient and Funder will agree a communications strategy to be appended to this agreement that will take guidance from HM Government's Towns Fund Communications and Branding Guidance.
- 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**

- 11.1. 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/or in line with the spend profile Date (or in line with the agreed Grant Spend Profile, if sooner) 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, linking with the delivery set out in the spend profile;
- 12.1.4. the Funder is required, by way of direction or instruction from Government, to reduce or reclaim funding which was used by the Funder to pay the Grant;
- 12.1.5. the Recipient is, in the reasonable opinion of the Funder, delivering the Project in a negligent manner;
- 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 negligibly 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 bonafide 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 with the terms of such Additional Funding or Matched Funding.
- 12.1.14. 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.
- 12.1.15. 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.
  - 17.2.3. 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 (**Termination Notice**) should it be required to do so by financial restraints or for any other reason.

Upon receipt of a Termination Notice, the Recipient shall review its contractual obligations and undertake all endeavours to reduce and mitigate any contractual obligations and financial liabilities that would continue after termination. The Funder and the Recipient will work collaboratively to mitigate and reduce any reliance on the Grant to fund continuing contractual obligations and financial liabilities.

## **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. SUBSIDY CONTROL**

The Funder is required to ensure that it abides by legal obligations on public authorities under the domestic subsidy control regime. This allows public authorities to award subsidies in a way which minimises any negative impacts to competition and investment, as well as promoting the effective and efficient use of public money. The Recipient is required to familiarise themselves with the key features of the subsidy control regime.

**27. 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.

**28. 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.

**29. 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
- Payments for activity of a political nature
- Payments for activity of a religious nature
- Payments or benefits to countries currently under economic sanctions
- Depreciation, amortisation and impairment of assets
- Provisions
- Contingent liabilities
- Contingencies
- Profit made by the applicant
- Dividends
- Investments (excluding assets on the basis of delivering the outputs)
- Interest charges (excluding interest payments on the purchase of assets on the basis of delivering the outputs)
- Costs involved in winding up a company (except if agreed for exceptional reasons, subject to the trust having no remaining revenue monies to fund and grant funding being available).
- 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.

## **Schedule 2 – LUF Application**

### **Annexes**

Annex 1 - Grant Spend Profile

Annex 2 - Grant Drawdown template

Annex 3 - Monitoring and evaluation templates