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**[*FULL LEGAL NAME OF RECIPIENT*]**

**AS THE RECIPIENT**

**AND**

**[*FULL LEGAL NAME OF FUNDER ENTITY]***

**AS THE FUNDER**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**GRANT AGREEMENT**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**This Agreement** is dated [*insert date*]

 **between:**

(1) **[*Recipient name*]**, [*company limited by shares / insert description of legal form*] incorporated under the laws of England and Wales (company number [•] [and registered charity number [•]]) whose registered office is at [•] (the “**Recipient**”); and

(2) **[*Funder name*]**, a [*company limited by shares / community interest company limited by shares / insert description of legal form*] incorporated under the laws of England and Wales (company number [•] [and registered charity number [•]]) whose registered office is at [•] (the “**Funder**”).

**Background:**

1. The Funder has agreed to pay the Grant to the Recipient to assist it in carrying out the Project.
2. This Agreement sets out the terms and conditions upon which the Grant is made by the Funder to the Recipient.
3. These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

**IT IS AGREED as follows:**

1. **Definitions and interpretation**
	1. **Definitions**
		1. In this Agreement:

[“**Beneficiary**” means any beneficiaries of the Project or the beneficiaries of any other activities of the Recipient, including but not limited to children, young people under the age of 18 and vulnerable adults.][[1]](#footnote-1)

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open in London for business (other than purely business of an automated nature);

“**Commencement Date**” means the date of this Agreement;

“**Data Protection Legislation**” means the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; and all other applicable laws and regulations relating to the processing of personal data and/or governing individuals’ rights to privacy, in each case as amended or updated from time to time;

[[2]](#footnote-2)[“**Funded Assets**” means any items whose purchase, construction or improvement are wholly or partly funded by the Grant, that cost or are valued at (whichever is higher) £[•] or more, and have a useful economic life of three years or more (based on normal accounting practice);]

[[3]](#footnote-3)[“**Funded IP**” means Intellectual Property Rights whose purchase, development or use is funded wholly or partly by the Grant;]

“**Grant**” means the grant detailed in Clause 2 and provided by the Funder to the Recipient in accordance with the terms of this Agreement;

“**Grant Period**” means the period for which the Grant is awarded starting on the Commencement Date and ending on the date specified in Clause 4.6;

“**Intellectual Property Rights**” means all trademarks, business names, domain names, 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;

“**Key Personnel**” means [•];

“**Know-How**” means 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;

[[4]](#footnote-4)[“**Loan Agreement**” means the loan agreement dated on or about the date of this Agreement between the Recipient as borrower, and [the Funder] / [•] as the lender;]

"**Material Adverse Effect**" means a material adverse effect on: (a) in relation to the Recipient, its business, assets or condition or on its ability to perform and comply with its obligations under this Agreement; (b) the validity or enforceability of this Agreement; or (c) the rights and remedies of the Funder under this Agreement.

“**Project**” has the meaning given to such term set out in Clause 3.1.

* 1. **Interpretation**
		1. In this Agreement, unless the context otherwise requires:
			1. words in the singular include the plural and vice versa, and words denoting a gender include all genders;
			2. “including” means including without limitation;
			3. a time of day is a reference to London time;
			4. a reference to any Party shall be construed as including, where relevant, successors in title to that Party, and that Party's permitted assigns and transferees (if any);
			5. a reference to a person includes individuals, unincorporated bodies, government entities, companies and corporations;
			6. a reference to this Agreement or any other agreement is a reference to that document as amended, novated, supplemented, restated or replaced from time to time in accordance with its terms;
			7. a reference to legislation includes any modification or re-enactment of such legislation from time to time;
			8. a reference to this Agreement includes its Clauses and Schedules, which form part of this Agreement; and
			9. all clause, schedule and paragraph headings are for convenience only and shall not be taken into account in the interpretation of this Agreement.
1. **The Grant**

The Funder hereby agrees to provide the Recipient with the Grant in the sum of £[*insert amount in words and figures*] to be paid to the Recipient subject to the terms and conditions set out in this Agreement.

1. **Purpose of Grant**
	1. The Recipient shall use the Grant exclusively for the purpose of [*set out overview of the activities that the Grant has been provided to the Recipient, together with any cross-references to applicable documents which set out further information*] (the “**Project**”), [which, for the avoidance of doubt must fall within the Funder's charitable objects,][[5]](#footnote-5) and not for any other purpose without the Funder’s prior written agreement.
	2. The Recipient shall not make any changes to the nature or delivery of the Project without first obtaining the Funder’s written consent.
	3. The Recipient agrees to use its best endeavours to deliver the Project and complete it on time or within a reasonable period if the Funder has not set a time limit.
	4. The Recipient will hold any unused part of the Grant on trust for the Fund at all times and the Recipient will promptly repay any unused part of the Grant to the Funder at the end of the Grant Period.
	5. Where the Recipient intends to apply to a third party for other funding for the Project, 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.
2. **Drawing the Grant**
	1. Subject to Clause 12, [[6]](#footnote-6)[and to the satisfaction of the conditions precedent under the Loan Agreement,] the Funder shall pay the Grant to the Recipient in [*set out payment instalments / general approach / any applicable internal grant payment request forms*] in accordance with Schedule 1, 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 and is operational.
	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. The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.
	4. [The Recipient shall open a separate and designated bank or building society account for the sole purpose of receiving and administering the Grant and will promptly provide the Funder with the bank or building society statements when requested.]
	5. The Funder reserves the right to impose such additional conditions in respect of the Grant as is necessary in the reasonable opinion of the Funder to protect them and/or to ensure that the Grant is used only for the Project.
	6. [The Grant must be spent by the Recipient by no later than [*insert date on which Grant must be spent, if applicable*].]
	7. 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.
3. **Use of Grant**
	1. The Grant shall be used by the Recipient for the delivery of the Project in accordance with the budget (if any) agreed between the Recipient and the Funder.
	2. The Recipient shall not use the Grant to pay for any expenditure commitments of the Recipient entered into before the Commencement Date.
	3. [[7]](#footnote-7)[As the Grant is provided (in whole or in part) from public sources, the Recipient agrees:
		1. to take reasonable steps to obtain value for money when buying goods and services in connection with the Project by obtaining quotations or applying competitive tendering. The Recipient will comply with all applicable laws, statutes and regulations relating to bribery and corruption, including (but not limited to) the Bribery Act 2010;
		2. that if the Grant is used directly or indirectly to purchase or develop any intellectual property rights (the Funded IP), then the Recipient will take all necessary steps to protect such rights and agrees that it will not exploit such rights without obtaining the Funder’s prior written consent. Exploitation includes use for any commercial purpose or any licence, sale, disposal, assignment, materials transfer or other transfer rights of the whole or any part of the Funded IP;
		3. to ensure that all Funded Assets and Funded IP are maintained safely and in good repair and will make sure there is adequate insurance cover for all of them, at all times. If any Funded Asset is damaged, destroyed or stolen, the Recipient must promptly tell the Funder in writing;
		4. to ensure that the Funded Assets and the Funded IP are only used in connection with the Project; and
		5. to maintain a register of Funded Assets and Funded IP and promptly provide a copy of this to the Funder upon its request.]
4. **Duration**
	1. This Agreement remains in force for whichever of these is the longest time:
		1. for the Grant Period;
		2. as long as any part of the Grant remains unspent;
		3. the expiry of any maximum period required under the Grant for asset monitoring; and
		4. as long as the Recipient is in breach of any of the terms and conditions of this Agreement (this includes any outstanding reporting on Grant expenditure or Project delivery).
5. **Representations and Warranties**
	1. The Recipient makes the representations and warranties set out in this Clause 7.1 and acknowledges that the Funder has based its decision to offer and pay the Grant in reliance on those representations and warranties.
		1. **Status:** it is a duly [incorporated limited liability company] / [*other legal structure pre-agreed by the Funder*] validly existing under the laws of England and Wales;
		2. **Powers and authority:** it has:
			1. the power to enter into this Agreement and to comply with the terms and conditions set out under this Agreement;
			2. taken all necessary action to authorise its entry into this Agreement and the exercise of its rights and performance of its obligations under this Agreement;
			3. obtained all authorisations, consents and licences necessary to enable it to enter into and perform its obligations under this Agreement and to enable it to conduct its business in its current form;
			4. the power to own its assets and to carry on its business as it is being conducted;
			5. the capacity to sue and be sued in its own name; and
			6. the necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);
		3. **Legal validity**: its obligations under this Agreement are valid, legal, binding and enforceable obligations;
		4. **No conflict**: it is not subject to any contractual or other restriction imposed by its own or any other rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;
		5. **No material proceedings:** to the best of its knowledge and belief, it is not the subject of any actual, pending or threatened litigation, arbitration or other action or administrative proceedings which, if successful, might reasonably be expected to have a Material Adverse Effect;
		6. **Financial position:** since the date of its last annual reports and accounts, there has been no material change in its financial position or progress; and
		7. **Information:** all information supplied by the Recipient to the Funder in connection with this Agreement is true, accurate and complete in all material respects and it is not aware of any facts or circumstances which have not been disclosed to the Funder which might, if disclosed, adversely affect the decision of a person considering whether or not to offer and pay the Grant to the Recipient on the terms set out in this Agreement.
	2. **Financial Information:** the financial statements supplied by the Recipient to the Funder give a true and fair view of the financial position of the Recipient as at the date and for the period they were prepared. The budgets and projections supplied by the Recipient to the Funder were arrived at after careful consideration and have been prepared in good faith on the basis of recent historical information and on the basis of reasonable assumptions.
	3. The representations made in Clause 7 shall be made on the date of this Agreement and shall be deemed to be repeated daily by the Recipient on a continuing basis by reference to the facts and circumstances then existing.
6. **Recipient’s organisation**
	1. The Recipient undertakes to the Funder that it will, throughout the duration of this Agreement:
		1. carry on and conduct its business and activities in a proper and efficient manner, ensure that it is adequately insured at all times, and will not make any change to the general nature or scope of its business as carried on at the date of this Agreement;
		2. comply with all conditions required for the effective management of state aid of its entire undertaking, and provide records for the Funder upon request;
		3. [[8]](#footnote-8)[return any part of the Grant that constitutes unlawful state aid, promptly upon becoming aware of the same;]
		4. act in compliance with any relevant employment legislation, health and safety legislation, and child and vulnerable adult protection legislation (including putting in place appropriate protection or other policies), and ensure that its employment policies and procedures reflects the requirement of equal opportunities in the recruitment and selection process;
		5. comply in all material respects with all other applicable laws regulating the Recipient’s activities and operations, and ensure that internal systems are in place to prevent fraud and to manage conflicts of interest;
		6. procure that its financial statements are prepared in accordance with generally accepted accounting principles in the UK consistently applied, give a true and fair view of its financial condition and results of operations and that there are no undisclosed liabilities;
		7. notify the Funder immediately if it becomes aware of any legal claim(s) and/or investigation made or threatened against the Recipient and/or any of its employees, volunteers or other personnel, which if successful (a) could reasonably be likely to lead to liability for the Recipient exceeding £[•], or (b) could reasonably be expected to damage the reputation of the Funder or [*include details of any other relevant organisations or programmes which may be affected, such as any underlying sources of funding*];
		8. notify the Funder promptly when:
			1. changing its governing document/or its objects; or
			2. granting security in respect of the whole or any part of its business, assets, properties or undertakings in favour of any other person.
	2. The Recipient undertakes to the Funder that it will not, throughout the duration of this Agreement:
		1. make any change to the organisation or group or legal structure of the Recipient;
		2. sell or otherwise dispose of the whole or any substantial part of its undertaking or of its assets;
		3. enter into any amalgamation, demerger, merger or corporate reconstruction;
		4. employ individuals or contribute funds to organisations or individuals that the Recipient knows or suspects to support or otherwise be involved in terrorism or that are found on any terrorist-related list promulgated by the UK Home Office, the U.S. Government, the United Nations, or the European Union; or
		5. do anything to damage the reputation of the Funder or [*include details of any other relevant organisations or programmes which may be affected*].
7. **Accounts and Records**
	1. The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds.
	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.
	3. The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least 7 years following the end of the Project. 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. If any event or circumstances set out in Clause 12 occurs and is continuing, the Funder’s request shall be deemed to be reasonable.
	4. The Recipient will deliver to the Funder:
		1. within [•] days of the end of each of its financial years, its annual statutory accounts or equivalent;
		2. [within [•] days of the end of each of its financial quarters, its quarterly management accounts (in such form as the Funder may reasonably require); and]
	5. promptly on request, such financial or other information reasonably requested by the Funder, from time to time, in relation to the Recipient and/or the Project.
	6. The Recipient shall notify the Funder immediately if there is a change in Key Personnel.
	7. The Recipient shall notify the Funder immediately if a Material Adverse Effect occurs or is reasonably likely to occur.
	8. The Recipient shall comply with all reasonable requests from the Funder (or any independent evaluator or fund administrator for the Project) for site visits (including visits to individual project sites), compliance visits, information requests, surveys and/or meetings with Recipient's officers or agents, in each case at reasonable times and upon the giving of reasonable notice, for the purpose of discussing, monitoring and evaluating the Recipient’s fulfilment of the conditions of this Agreement. If any event or circumstances set out in Clause 12 occurs and is continuing, the Funder’s request shall be deemed to be reasonable.
	9. The Recipient shall, promptly on request by the Funder, supply all documentation and other evidence required by the Funder to carry out and be satisfied with all necessary ‘know your customer’, anti-money laundering or other similar checks under all applicable laws and regulations.
8. **Monitoring and Reporting**
	1. The Recipient shall provide the Funder with an [annual] social impact report (to be provided within [1 month] of the end of each of the Recipient's financial years) to enable the Funder to monitor the Project and evaluate its grant funding. This report shall include as a minimum the following information:
		1. [*details of Funder’s minimum requirements for social impact reports to be included*].
9. **Intellectual Property Rights**
	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 prior to the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.
	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, upon termination of this Agreement and/or if an event set out in Clause 12 occurs and the Funder so requires, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Funder.
10. **Withholding Suspending and Repayment of Grant**
	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 any of the following conditions apply:
		1. the Recipient uses the Grant for purposes other than those for which they have been awarded;
	2. the Recipient fails to comply with any of the other terms and conditions set out in this Agreement (other than set out in Clause 12.1 above) and (if the Funder considers, acting reasonably, that the breach is capable of remedy), such default is not remedied within [20] Business Days of the earlier of (a) the Funder notifying the Recipient of the default and the remedy required; and (b) the Recipient becoming aware of the default;
	3. any representation, warranty or statement made or deemed to be made by the Recipient under or in connection with this Agreement is or proves to have been incorrect or misleading when made or deemed to be made, or the Recipient acts dishonestly or provides false or misleading information;
	4. [[9]](#footnote-9)[an “Event of Default” (as defined therein) or a prepayment event (in accordance with clause [6.5] therein) is triggered under the terms of the Loan Agreement;]
	5. the Recipient ceases or threatens to cease to carry on its business or substantially the whole of its business;
	6. any distress, execution, sequestration or other process is levied or enforced upon or against the property of the Recipient and is not discharged within [21] days;
	7. a receiver, administrative receiver, receiver and manager, interim receiver, custodian, administrator or similar officer is appointed in respect of the Recipient or over a substantial part of the Recipient’s assets or any third party takes steps to appoint such an officer in respect of the Recipient or an encumbrancer takes steps to enforce or enforces its security;
	8. the Recipient stops or suspends payment of any of its debts, or is likely to be unable to pay, or admits its inability to pay its debts as they fall due;
	9. the Recipient commences negotiations or other arrangements with one or more of its creditors with a view to rescheduling any of its debts (because of actual or anticipated financial difficulties);
	10. the Recipient repudiates or evidences an intention to repudiate this Agreement;
	11. it is or becomes unlawful for any party to perform or exercise any of its rights or obligations under this Agreement, or this Agreement becomes invalid or unenforceable or ceases to be in full force and effect for any other reason;
	12. the Recipient is under investigation by a regulatory body or the police, any match-funding for the Project is withdrawn [[10]](#footnote-10)[or the Funder considers for any reason that public funds are at risk];
	13. in the Funder’s reasonable opinion, it is unlikely to fulfil the purpose for which the Grant was made;
	14. there is a change in Key Personnel (other than with the prior consent of the Funder); or
	15. any event or series of events occurs which, in the Funder's opinion, has or is reasonably likely to have a Material Adverse Effect;
11. **Payments**
	1. All payments to be made by the Recipient to the Funder under this Agreement shall be calculated and made without (and free and clear of any deductions for) set-off or counterclaim.
	2. All payments shall be made in Sterling and to one or more payment account(s) specified by the Funder from time to time.
12. **Indemnity and Liability**
	1. The Recipient must promptly on demand indemnify the Funder against any cost, loss or liability reasonably incurred by the Funder 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.
	2. The Recipient acknowledges that none of the Funder or [*include details of any other relevant organisations*] has any liability for any consequences that may arise directly or indirectly in connection with the Recipient or the Project, to the Recipient or to third parties save to the extent required by law.
13. [**Safeguarding[[11]](#footnote-11)**
	1. The Recipient shall ensure that it takes all reasonable steps to ensure the safety of the Beneficiaries that it works with, including compliance with all applicable laws in this respect.
	2. The Recipient shall ensure that it has and complies with an appropriate written policy and set of procedures in place to safeguard Beneficiaries which must as a minimum comply with the standards required by all applicable laws, and which must include safe recruitment procedures which will check the backgrounds of all employees, volunteers, directors or contractors who will supervise, care for or otherwise have significant direct control with Beneficiaries. All new staff must be adequately trained in these policy and procedures.
	3. The Recipient will notify the Funder immediately (and in any event within [3] Business Days) of any and all incidents in which any Beneficiaries are harmed or placed at risk of harm and shall provide such details as the Funder shall request. The Recipient shall comply with all applicable legal, regulatory and internal safeguarding reporting requirements in addition to notifying the Funder.
	4. The Funder reserves the right to review and require amendments to the Recipient’s safeguarding policies to ensure they meet the required standards.
	5. If the Recipient contracts with a third party to carry out any part of the Project, the Recipient must ensure that such third party [adheres to a minimum to the standards set out in its written policy and procedures] / [adheres to its own adequate safeguarding policies and procedures.]]
14. **Data Protection[[12]](#footnote-12)**
	1. Each party agrees to comply with its obligations under the Data Protection Legislation, and not to perform its obligations under this Agreement in such a way as to cause the other party to breach any of its obligations under the Data Protection Legislation, when processing any personal data received from the other party in connection with the Project.
	2. [Personal data provided to the Funder by the Recipient will be anonymised wherever possible (unless the Funder requests otherwise).][[13]](#footnote-13)
	3. [Where such personal data is not to be anonymised,][[14]](#footnote-14) the Recipient shall ensure that it can provide such personal data to the Funder in compliance with the Data Protection Legislation, including where relevant procuring necessary consents (or satisfying other legal bases) from data subjects for the use of their personal data in connection with the Project, including its transfer to the Funder, and shall co-operate with the Funder to ensure that the Funder is able to comply with its obligations under the Data Protection Legislation with respect to such personal data.
	4. In this clause, “data subjects”, “personal data” and “processing” shall have the meanings given to them in the relevant Data Protection Legislation.
15. **Confidentiality**
	1. None of the parties to this Agreement shall, unless the relevant party has the advance written consent of the other parties, disclose to any person any confidential information (including but not limited to all Intellectual Property Rights, Know-How or other business, technical or commercial information) disclosed to it as a result of this Agreement except:
		1. as may be required by this Agreement, by law, regulation, any governmental or other regulatory authority or by a court or other authority of competent jurisdiction;
		2. to the extent such confidential information was already in the public domain, already known to the receiving party or received from a third party, in each case without breach of any applicable confidentiality obligations;
		3. the Recipient agrees that the Funder and [*include details of any other relevant organisations*] can publicise and share information about the Grant and the Project; and
		4. the Recipient further agrees to the Funder providing the Recipient's details and other information relating to the Grant from time to time to other funders, any entities providing collection management services in relation to the Grant, [[15]](#footnote-15)[Government departments, the National Audit Office, members of the public who request information under Freedom of Information Act] and [*include details of any other relevant organisations*].
16. **Publicity and branding**
	1. The Recipient shall ensure that, in relation to any communications or publicity in relation to the Project (including print, online, events and social media), it adheres to the [Funder’s] branding and communications guidelines, [which can be found at [•]] / [as issued by the Funder to the Recipient from time to time].
17. **Transfers**
	1. The Recipient may not, without the prior written consent of the Funder, assign, transfer, dispose of, 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.
	2. The Funder may at any time assign or transfer any of its rights and obligations under this Agreement to any other person.
18. **Variation and waivers**
	1. No variation (including any waiver) of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives) to this Agreement.
	2. 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.
19. **Partial invalidity**

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired. Forthe avoidance of any doubt, any affected clause is modified to the extent necessary for it to be legal valid and enforceable or replaced such that the remainder of the Agreement is legal, valid and binding.

1. **Third party rights**
	1. A person who is not a party to the Agreement has no right under the contract (Rights of Third Parties) Act 1999 to enjoy or enforce any benefit under it.
	2. The consent of any person who is not a party to the Agreement is not required to amend the Agreement.
2. **Notices**

Any notice given pursuant to this Agreement shall be in writing to the contact details set out in the signature pages in this Agreement, and shall be sufficiently given and deemed to be received: if by hand, on delivery; if by pre-paid first-class post, on the Business Day after posting; if by fax, on receipt of a transmission report from the correct number confirming uninterrupted and error-free transmission; and if by email, the time the email is sent if sent to the correct email address and no notice of delivery failure is received.

1. **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.

1. **Counterparts**

This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

1. **Governing Law**

This Agreement and all non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.

1. **Jurisdiction**

The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement or the consequences of its nullity).

**Schedule 1**

**Grant Payment Schedule**

*[Insert agreed schedule / description of Grant payments]*

**SIGNATURES TO THE GRANT AGREEMENT**

**THE RECIPIENT**

**[*INSERT FULL LEGAL NAME OF RECIPIENT ENTITY*]**

By: [*Insert signature*]

Address: [•]

Phone number: [•]

Email address: [•]

Fax number: [•]

Attention: [•]

**THE FUNDER**

**[*INSERT FULL LEGAL NAME OF FUNDER ENTITY]***

By: [*Insert signature*]

Address: [•]

Phone number: [•]

Email address: [•]

Fax number: [•]

Attention: [•]

1. Note: this concept is used if the specific safeguarding provisions are to be inserted – see Clause 15 for further details. [↑](#footnote-ref-1)
2. Note: this definition is only likely to be relevant if the Grant has been provided (in whole or in part) from public (taxpayer-funded) sources – see Clause 5.3. Delete if not applicable. [↑](#footnote-ref-2)
3. Note: this definition is only likely to be relevant if the Grant has been provided from public sources – see Clause 5.3. Delete if not applicable. [↑](#footnote-ref-3)
4. Note: this definition is only relevant if the Recipient is receiving both the Grant and a loan (from the Funder or another party) in relation to the same Project, and is used in Clauses 4.1 and 12.4. Delete and/or adapt as applicable. [↑](#footnote-ref-4)
5. Note: To be inserted if the parent of the Funder is a charity. [↑](#footnote-ref-5)
6. Note: this definition is only relevant if the Recipient is receiving both the Grant and a loan (from the Funder or another party) in relation to the same Project. Delete and/or adapt as applicable. [↑](#footnote-ref-6)
7. Note: If the Grant has been provided from public sources, the Funder may be required by its relevant funding provider to include additional protections in relation to assets and intellectual property that have been acquired and/or developed using such public monies. We have included some optional language for this scenario in Clause 5.3, but this should be considered and discussed by the relevant parties on a case-by-case basis. [↑](#footnote-ref-7)
8. Note: this clause will also only apply where the Grant is provided from public sources. State aid is any advantage granted by public authorities through state resources on a selective basis to any organisations that could potentially distort competition and trade in the European Union (EU). If the Grant is from a taxpayer-funded resource, state aid will be relevant as it may assist the Recipient in a way that gives advantages over others. Delete if not applicable. [↑](#footnote-ref-8)
9. Note: this definition is only relevant if the Recipient is receiving both the Grant and a loan (from the Funder or another party) in relation to the same Project – delete and/or amend as applicable. [↑](#footnote-ref-9)
10. Note: this wording will only apply if the Grant has been provided from public sources. [↑](#footnote-ref-10)
11. Note: if the Funder or the Recipient is a charity – in particular focusing on children, young people and/or vulnerable adults, the parties may wish to include specific safeguarding provisions (in addition to the more general provisions in Clause 8.1.4) given the increased focus and recent developments on this topic. We have suggested some light-touch provisions as a starting point, which the parties may wish to adapt depending on the level of relevance and risk that safeguarding poses in relation to the Project, and the Funder’s and/or the Recipient’s activities and internal policies. [↑](#footnote-ref-11)
12. Note: This is a light-touch approach to data protection on the basis that the main purpose of the Agreement is the provision of funding, and any processing of personal data will be incidental. If the processing of personal data will be more important / central to the arrangements, more detailed provisions may be required depending on the specific circumstances. And if one party will be a data processor for the other, then certain additional provisions will be mandatory in order to comply with the requirements of Article 28 of the GDPR. [↑](#footnote-ref-12)
13. Note: This clause assumes that the Funder does not require personal data from the Recipient – i.e. anonymised data will suffice, for example for monitoring impact/outcome. If personal data is required then this will not be appropriate. [↑](#footnote-ref-13)
14. Note: See footnote above. [↑](#footnote-ref-14)
15. Note: this may be applicable if the Grant has been provided from public sources, but the scope should be reviewed on a case-by-case basis. [↑](#footnote-ref-15)