



# Finedon Educational Charity

www.finedoneducationalcharity.org

## TERMS AND CONDITIONS OF GRANT

**DATE:**

**BETWEEN:**

- (1) The Finedon Educational Charity, a charity established by scheme dated 11 April 1980, registered in England and Wales with charity number 278396, whose principal address is at Whitecoats, 1A Avenue Road, Finedon, Wellingborough, NN9 5JJ (“TFEC”); and
- (2) *[name of the Applicant]* whose principal address is at *[address]* (the “Grantee”).

### 1. DEFINITIONS

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

- |     |                                       |  |
|-----|---------------------------------------|--|
| 1.1 | <b>“Commencement Date”</b>            | <i>[the start date from when the Grant is awarded];</i>  |
| 1.2 | <b>“Grant”</b>                        | the sum of £ <i>[amount]</i> to be paid to the Grantee in accordance with this Agreement;  |
| 1.3 | <b>“Grant Period”</b>                 | the period for which the Grant is awarded starting on the Commencement Date and ending on <i>[the date by which the Grant must be spent];</i>  |
| 1.4 | <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; and |
| 1.5 | <b>“Project”</b>                      | the project described in Schedule 1.   |

## **2. PURPOSE OF GRANT**

- 2.1 The Grantee 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 TFEC.
- 2.2 The Grantee shall not make any significant change to the Project without TFEC's prior written agreement.

## **3. PAYMENT OF GRANT**

- 3.1 Subject to Clause 9, TFEC shall pay the Grant to the Grantee in accordance with Schedule 2, provided that the necessary funds are available to TFEC when payment falls due. The Grantee agrees and accepts that payments of the Grant can only be made to the extent that TFEC has available funds.
- 3.2 No Grant, or part of the Grant, shall be paid unless and until TFEC 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 Grantee in delivery of the Project.
- 3.4 The Grantee shall promptly repay to TFEC any money incorrectly paid either as a result of an administrative error or otherwise.
- 3.5 The parties agree that the Grant is inclusive of any tax (including value added tax) to the extent any tax is payable on all or any part of the Grant. The Grantee will indemnify TFEC for any tax (including value added tax) that becomes payable by TFEC on, or in relation to, all or any part of the Grant.

## **4. USE OF GRANT**

- 4.1 The Grant shall be used by the Grantee for the delivery of the Project.
- 4.2 The Grantee shall not use the Grant to:
  - 4.2.1 pay for any expenditure commitments of the Grantee entered into before or after the Grant Period;
  - 4.2.2 induce or encourage violations of law or public policy or to cause any improper private benefit to occur;
  - 4.2.3 undertake political campaigning or political activity, except as permitted by the laws of England and Wales as a means of supporting charitable objects;
  - 4.2.4 undertake any activities inconsistent with charity or tax laws of England and Wales; or
  - 4.2.5 make any payments which contravene (or would contravene if made by TFEC) any laws or regulations, including the Bribery Act 2010.

- 4.3 Any liabilities arising at the end of the Project must be managed and paid for by the Grantee using the Grant or other resources of the Grantee. There will be no additional funding available from TFEC for this purpose.
- 4.4 Should any part of the Grant remain unspent at the end of the Grant Period, TFEC may either demand that the unspent monies are returned to TFEC or agree in writing that the Grantee may retain the unspent monies to use for TFEC's charitable purposes, as agreed between the parties.

## **5. ACCOUNTS AND RECORDS**

- 5.1 The Grantee shall keep accurate records of the receipt and expenditure of the Grant monies received.
- 5.2 The Grantee 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 6 years following receipt of any Grant monies to which they relate. TFEC shall have the right to review, at TFEC's reasonable request, the Grantee'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.
- 5.3 The Grantee shall comply with all applicable legal and statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns.

## **6. MONITORING AND REPORTING**

- 6.1 The Grantee and TFEC 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 Grantee shall comply with all monitoring and reporting requirements as set out in Schedule 3. On request from TFEC, the Grantee shall provide TFEC with such additional information, explanations and documents as TFEC may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.
- 6.3 The Grantee shall permit any person authorised by TFEC for the purpose such reasonable access to for the purpose of discussing, monitoring and evaluating the Grantee's compliance with this Agreement and shall, if so required, provide appropriate oral or written explanations.
- 6.4 The Grantee shall provide TFEC with a final report upon completion of the Grant Period which shall confirm whether the Project has been successfully and properly completed.

## **7. ACKNOWLEDGMENT AND PUBLICITY**

- 7.1 [If the Grantee is a school or organisation it shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of TFEC as the source of the Grant.]
- 7.2 The Grantee shall acknowledge the support of TFEC in any materials that refer to the Project and in any written or spoken public presentations about the Project. To the extent that such acknowledgements shall incorporate TFEC's Intellectual Property Rights, these shall be used in accordance with clause 8.
- 7.3 TFEC may acknowledge the Grantee's involvement in the Project as appropriate without prior notice.
- 7.4 The Grantee understands that the Grant does not confer upon the Grantee any special recognition from, endorsement by, or affiliation with, TFEC.

## **8. INTELLECTUAL PROPERTY RIGHTS**

- 8.1 TFEC and the Grantee 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 TFEC or the Grantee prior to the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.
- 8.2 The Grantee will comply with any request by TFEC for any Intellectual Property Rights created as a result of or in connection with the Grant to be published or shared by TFEC, or third parties at TFEC's request, in any media and in accordance with TFEC's requests; and shall take all necessary steps (including obtaining all necessary consents and permissions) to enable this publishing, at no further cost to TFEC. This clause survives termination of this Agreement for any reason.
- 8.3 Where either party has provided or licensed to the other party any of its Intellectual Property Rights for use under this Agreement, the other party shall, upon 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 providing/licensing party.

## **9. WITHHOLDING SUSPENDING AND REPAYMENT OF GRANT**

- 9.1 Without prejudice to TFEC's other rights and remedies, TFEC may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:
- 9.1.1 the Grantee uses the Grant for purposes other than those for which they have been awarded;
- 9.1.2 the Grantee acts in a manner or carries out activities which bring or are reasonably likely to bring TFEC or the Project into disrepute;

- 9.1.3 the delivery of the Project does not start within the period specified by TFEC of the Commencement Date and the Grantee has failed to provide TFEC with a reasonable explanation for the delay;
  - 9.1.4 the Grantee is, in the reasonable opinion of TFEC, delivering the Project in a negligent manner or is breaching any statute, laws or regulations;
  - 9.1.5 the Grantee provides TFEC with any materially misleading or inaccurate information;
  - 9.1.6 the Grantee 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);
  - 9.1.7 the Grantee is declared bankrupt (if an individual) / becomes insolvent (if an organisation), 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; or
  - 9.1.8 the Grantee 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 from TFEC.
- 9.2 Should the Grantee 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 TFEC as soon as possible so that, if possible, and without creating any legal obligation, TFEC will have an opportunity to provide assistance in resolving the problem or to take action to protect TFEC and the Grant monies.

## **10. LIMITATION OF LIABILITY**

- 10.1 TFEC accepts no liability or responsibility, financial or otherwise, for any expenditure, damages and/or loss arising out of any non-payment of the Grant on any due date, or otherwise arising in connection with the Grant and/or Project.

## **11. WARRANTIES**

- 11.1 The Grantee warrants, undertakes and agrees that:
  - 11.1.1 it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);
  - 11.1.2 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 TFEC immediately of any significant departure from such legislation, codes or recommendations;
  - 11.1.3 it shall indemnify TFEC for any losses or liability suffered by TFEC as a result of the Grantee's use of the Grant or delivery of the Project.

## **12. DURATION**

- 12.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the anniversary of the date of the last Grant payment or for so long as any Grant monies remain unspent by the Grantee, whichever is longer.
- 12.2 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.

## **13. TERMINATION**

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

## **14. ASSIGNMENT**

The Grantee may not, without the prior written consent of TFEC, 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.

## **15. DISPUTE RESOLUTION**

- 15.1 In the case of any dispute in relation to the Grant (other than in respect of TFEC's right to withhold or delay payment of Grant instalments or withdraw), the parties shall use their best efforts to negotiate in good faith and settle amicably such dispute through negotiations.
- 15.2 If any dispute cannot be settled by negotiation within 28 days the parties may elect to attempt to settle it by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. If any such mediation fails to result in a settlement, either party may elect to submit the matter to the courts of England and Wales in accordance with clause 17.

## **16. NO PARTNERSHIP OR AGENCY**

This Agreement shall not create any partnership or joint venture between TFEC and the Grantee, 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.

**17. GOVERNING LAW**

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

## **Schedule 1**

### **The Project**

*[A description of the Project that is to be funded by the Grant including Project outcomes, dates of outcomes, end goal, how the Project is to be carried out, etc. will be inserted here]*



**Schedule 2**

**Payment Schedule**

<b>Amount of Grant Payable</b>	<b>Date of Payment</b>

**Payment Method**

### **Schedule 3**

*[Monitoring and reporting requirements will be inserted here]*