

DATED

GRANT AGREEMENT

YOUTH FUND GRANT AGREEMENT

between

THE COUNCIL OF THE CITY OF NEWCASTLE UPON TYNE

and

[NAME OF RECIPIENT]

JOHN SOFTY
ASSISTANT DIRECTOR
LEGAL SERVICES
NEWCASTLE CITY COUNCIL
CIVIC CENTRE
BARRAS BRIDGE
NEWCASTLE UPON TYNE
NE1 8QH

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THIS DEED is dated [DATE]

PARTIES

- (1) The Council of the City of Newcastle upon Tyne, whose principal address is at Civic Centre, Barras Bridge, Newcastle upon Tyne, NE1 8QH (**Funder**).
- (2) [NAME OF RECIPIENT], [RELEVANT DETAILS OF LEGAL STRUCTURE] whose [principal address/Registered office] is at [ADDRESS] and [Company/Charity Number] (**Recipient**).

BACKGROUND

- (A) The Funder has agreed to pay the Grant to the Recipient to assist it in carrying out the Project under the Youth Fund.
- (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:

Bribery Act: the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Commencement Date: 2 January 2022.

Data Protection Legislation: means all applicable data protection and privacy legislation in force from time to time in the UK including: (i) the UK-GDPR as defined in the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019; (ii) the Data Protection Act 2018; (iii) The Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019; and (iv) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Governing Body: the governing body of the Recipient including its directors or trustees.

Grant: the sum of £[AMOUNT] to be paid to the Recipient in accordance with this Agreement.

Grant Period: the period for which the Grant is awarded starting on the Commencement Date and ending on 1 January 2023.

Intellectual Property Rights: all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.

Know-How: information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

Prohibited Act: means:

- (a) offering, giving or agreeing to give to any servant of the Funder any gift or consideration of any kind as an inducement or reward for:
 - (i) 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
 - (ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Funder;
- (b) 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;
- (c) committing any offence:
 - (i) under the Bribery Act;
 - (ii) under legislation creating offences in respect of fraudulent acts; or
 - (iii) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Funder; or
- (d) defrauding or attempting to defraud or conspiring to defraud the Funder.

Project: the project described in Schedule 1.

Project Manager: the individual who has been nominated to represent the Funder for the purposes of this Agreement.

UK Subsidy Control Regime/State Aid: means any and all provision of a subsidy under the UK-EU Trade and Cooperation Agreement, the Withdrawal Agreement, the Northern Ireland Protocol, the World Trade Organisation Rules and Trade Agreements between the UK and non-EU countries or state aid under the including Articles 107(1) and 108 of the Treaty on the Functioning of the European Union.

2. PURPOSE OF GRANT

- 2.1 The Recipient shall use the Grant only for the delivery of the Project as detailed in Schedule 1 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. The Recipient acknowledges that the Funder needs to seek approval of the National Lottery Community Fund to use the Grant for any other purpose.
- 2.2 The Recipient shall not make any significant change to the Project without the Funder's prior written agreement such agreement not to be unreasonably withheld or delayed. All proposed changes are to be submitted to the Funder in writing. The Recipient acknowledges that the Funder needs to seek approval to any proposed changes to the Project.
- 2.3 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.
- 2.4 The Recipient warrants that it shall, to the extent that it is within the Recipient's control, ensure that the Funder is able to comply with all the terms and conditions of the National Lottery Community Fund terms and conditions, attached hereto at Annex 4.

3. PAYMENT OF GRANT

- 3.1 Subject to clause 12, the Funder shall pay the Grant to the Recipient in quarterly instalments in advance in accordance with Schedule 2, subject to the necessary funds being available when payment falls

due. The Recipient agrees and accepts that payments of the Grant can only be made to the extent that the Funder has available funds.

- 3.2 No Grant shall be paid unless and until the Funder is satisfied that such payment will be used for proper expenditure in the delivery of the Project.
- 3.3 The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.
- 3.4 The Grant shall be paid into a separate bank account in the name of the Recipient which must be an ordinary business bank account. All cheques from the bank account must be signed by at least two individual representatives of the Recipient.
- 3.5 The Recipient shall not transfer any part of the Grant to bank accounts which are not ordinary business accounts within the clearing bank system, without the prior written consent of the Funder.
- 3.6 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 as detailed at Schedule 1 in accordance with the agreed budget set out in Schedule 3.
- 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 budget in Schedule 3 together with a clear description of what that funding shall be used for.
- 4.3 The Recipient shall not use the Grant to:
 - (a) make any payment to members of its Governing Body;
 - (b) purchase buildings or land; or

- (c) 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 Should any part of the Grant remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent monies are returned to the Funder or, if agreed in writing by the Funder, shall be entitled to retain the unspent monies to use for charitable purposes as agreed between the parties.
- 4.6 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 for a period of at least ten years following receipt of any Grant 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 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 provide the Funder with a financial report and an operational report on its use of the Grant and delivery of the Project every six months and in such formats as the Funder may reasonably require. The Recipient shall provide the Funder with each report within four weeks of the request by the Funder.
- 6.3 Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient shall include the amount of such funding in its financial reports together with details of what that funding has been used for.
- 6.4 The Recipient shall on request provide the Funder 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.
- 6.5 The Recipient shall permit any person authorised by the Funder 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.
- 6.6 The Recipient shall permit any person authorised by the Funder for the purpose 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.

- 6.7 The Recipient shall provide the Funder with a final report on completion of the Grant Period which shall confirm whether the Project has been successfully and properly completed.

7. ACKNOWLEDGMENT AND PUBLICITY

- 7.1 The Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Funder and the National Lottery Community Fund as the source of the Grant.
- 7.2 The Recipient shall not publish any material referring to the Project or the Funder without the prior written agreement of the Funder. The Recipient shall acknowledge the support of the Funder and the National Lottery Community Fund in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by the Funder) shall include the Funder's name and logo and the National Lottery's Community Fund name and logo (or any future name or logo adopted by them) using the templates provided by the Funder from time to time.
- 7.3 In using the Funder's name and logo and the National Lottery's Community Fund name and logo, the Recipient shall comply with all reasonable branding guidelines issued by them from time to time.
- 7.4 The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Funder.
- 7.5 The Funder may acknowledge the Recipient's involvement in the Project as appropriate without prior notice.
- 7.6 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.
- 7.7 The National Lottery's Community Fund branding guideline must be followed at all times. The guidelines can be found on their website <https://www.tnlcommunityfund.org.uk>

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, the National Lottery Community Fund 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 and the National Lottery Community Fund 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 the 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:
 - (a) 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;
 - (b) 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
 - (c) 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 and shall procure that their employees, volunteers, Trustees etc shall:

- (a) 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;
- (b) transfer to the Funder all requests for information relating to this agreement that it receives as soon as practicable and in any event within 2 working days of receipt;
- (c) 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 5 working days (or such other period as the Funder may reasonably specify) of the Funder's request for such information; and
- (d) 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 practical 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 The Recipient shall (and shall procure that any of its employees, volunteers, Trustees etc involved in the delivery of the Project) comply with any requirements under Data Protection Legislation.

11.2 In particular and without prejudice to the generality of clause 11.1 above, the Recipient acting as a Controller for any data provided to the Recipient by the Funder or vice versa under this Agreement then the following provisions shall apply:

11.2.1 The Recipient and the Funder shall comply with the Data Sharing Code of Practice; and

11.2.2 In accordance with good practice, either party may at any time require the other to enter into a Data Sharing Agreement. In considering a proposed Data Sharing Agreement, either Party cannot unreasonably and without good reason refuse to enter into a Data Sharing 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:

- (a) the Recipient uses the Grant for purposes other than those for which they have been awarded;
- (b) the delivery of the Project does not start within 3 months of the Commencement Date and the Recipient has failed to provide the Funder with a reasonable explanation for the delay;
- (c) the Funder considers that the Recipient has not made satisfactory progress with the delivery of the Project;
- (d) the Recipient is, in the reasonable opinion of the Funder, delivering the Project in a negligent manner;
- (e) the Recipient obtains duplicate funding from a third party for the Project;
- (f) 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;
- (g) the Recipient provides the Funder with any materially misleading or inaccurate information;
- (h) the Recipient commits or committed a Prohibited Act;
- (i) 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, brings or are likely to bring the Funder's name or reputation into disrepute;

- (j) the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- (k) 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;
- (l) 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
- (m) the Funder reasonably believes that repayment is necessary to ensure compliance with the UK Subsidy Control Regime or State Aid Rules or a decision is made by a Court under UK law or Regulations or EU law or Community Rules that there has been a breach of the UK Subsidy Control Regime or State Aid Rules. For the avoidance of doubt, repayment may also include any additional interest payments required to ensure compliance with the subsidy/state aid rules;

12.2 The Funder may retain or set off any sums owed to it by the Recipient which have fallen due and payable against any sums due to the Recipient under this agreement or any other agreement pursuant to which the Recipient provides goods or services to the Funder.

12.3 The Recipient shall make any payments due to the Funder without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

12.4 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.

- 12.5 If any clawback is a result of underperformance or non-compliance by the Recipient then the Recipient shall pay to the Funder the clawback sum plus any interest legally and/or reasonably charged to the Funder as a direct result and shall enable the Funder to promptly recover such.

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.
- 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 sub-contractors 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 sub-contractors 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

The Recipient warrants, undertakes and agrees that:

- (a) it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);
- (b) it has not committed, nor shall it commit, any Prohibited Act;
- (c) 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;
- (d) 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;
- (e) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (f) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (g) 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;
- (h) 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;
- (i) 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
- (j) 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):
- (a) public liability insurance with a limit of indemnity of not less than [ten] million pounds [(£10,000,000)] in relation to any one claim or series of claims arising from the Project; and
 - (b) employer's liability insurance with a limit of indemnity of not less than [five] million pounds [(£10,000,000)] in relation to any one claim or series of claims arising from the Project.

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

18. DURATION

- 18.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the anniversary of expiry of the Grant Period or for so long as any Grant monies remain unspent by the Recipient, whichever is longer.
- 18.2 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

19. TERMINATION

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

20. ASSIGNMENT

- 20.1 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

21.1 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

22.1 All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if e-mailed to the appropriate email address of the relevant party, as referred to above or otherwise notified in writing provided a successful delivery receipt has been received. 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.

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 Project Manager 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 Project Manager or other nominated individual, as the case may be, either party may refer the matter to the Chief Executive of the Funder and the Chair **OR** Chief Executive 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

24.1 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

25.1 Where the Recipient is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this Agreement.

26. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

27. GOVERNING LAW

27.1 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.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 The Project (Application Form)

Schedule 2 Payment Schedule

Amount of Grant Payable	Date of Payment
£	
£	
£	
£	

Schedule 3 Breakdown of Grant

Item of Expenditure	Budget (in UK Sterling)

Schedule 4 – National Lottery Community Fund Terms and Conditions

Standard Terms and Conditions for RC North East and Cumbria Region

In these terms and conditions, The National Lottery Community Fund is referred to as

“us” or “we”, and the organisation that is awarded a grant is referred to as “you”.

We refer to the project, event or activity described in your application, or as otherwise agreed with us, as “the project”.

1. By accepting this grant, you agree to:

- 1.1. hold the grant on trust for us and use it only for your project;
- 1.2. use the grant only for costs incurred after the date of your grant offer letter and only during the term of the project as agreed with us;
- 1.3. start your project and draw down the first instalment of the grant within six months of signing the grant offer letter, unless otherwise agreed with us;
- 1.4. provide us promptly with any information and reports including relevant monitoring information we require about the project and its impact on your community, both during and after the end of the project;
- 1.5. work with any third party we may contract with or appoint for the benefit of the project and/or this funding programme;
- 1.6. obtain our written consent before making any significant changes to your project or to the status, ownership or constitution of your organisation;
- 1.7. let us know promptly about any significant issues or delays with your project or about any fraud, other impropriety, mismanagement or misuse in relation to the grant or any legal claim and/or investigation made or threatened against you, any member of your governing body, or any organisation, employee or volunteer working on the project;
- 1.8. act lawfully in carrying out your project, in accordance with best practice and guidance from your regulators, and follow any guidelines issued by us in relation to the programme or use of the grant;
- 1.9. advance equality of opportunities in line with the law and any guidelines issued by us;
- 1.10. if the grant is for a salary of a new post, advertise the vacancy externally unless otherwise agreed with us, and carry out a fair and open recruitment process in line with the law and any guidelines issued by us;
- 1.11. acknowledge National Lottery funding using our logo in accordance with the relevant guidelines for recognising your grant, which can be found on our website <https://www.tnlcommunityfund.org.uk/>;
- 1.12. hold the grant in a UK based bank or building society account which satisfies our requirements as set out in guidelines and requires at least two unrelated people to approve all transactions and withdrawals;
- 1.13. treat the grant as restricted funds in your annual accounts using the reference “the National Lottery Community Fund” and the programme name “RC North East and Cumbria Region”, and if required by us, open a separate designated bank or building society account for each grant from us for the sole purpose of receiving and administering that grant;

- 1.14. immediately return any part of the grant that is not used for your project or that has not been spent by the end of the project, as agreed with us;
- 1.15. where your project involves working with children, or adults at risk, comply with our Guidance to Grantholders on Safeguarding the Vulnerable People We Support available on our website and carry out background checks for all employees, volunteers, trustees or contractors as required by law and good practice guidance from your regulator(s);
- 1.16. have an appropriate written whistleblowing policy and procedure/s in place, ensure the policy and/or procedures are publicised internally and ensure that staff are trained on its principles and operation, review and update your whistleblowing policy and procedures at least every two years;
- 1.17. comply with all applicable data protection legislation including the General Data Protection Regulations 2018 (GDPR) and the Data Protection Act 2018 and, where appropriate, you will obtain the consent of your beneficiaries to enable us to receive and process their Personal Data in connection with the project and for us to contact them;
- 1.18. keep accurate and comprehensive records about your project both during the project and for seven years afterwards and provide us on request with copies of those records and evidence of expenditure of the grant such as original receipts and bank statements;
- 1.19. We may commission research into and/or evaluation of your funding. You confirm that you will co-operate with any research or evaluation related activities which we carry out and further confirm that we may use any part of your application and/or project information for research or evaluation purposes;
- 1.20. allow us and/or the Comptroller and Auditor General reasonable access to relevant premises and systems to inspect the project and grant records. You agree that it may be necessary for you to share relevant Personal Data (as defined in the GDPR) with us in order to fulfil your obligations under this clause. You will be transparent about your obligations under this clause with your beneficiaries (Data Subjects (as defined in the GDPR)) and ensure you have a lawful basis to share any relevant Personal Data with us in order to comply with this clause;
- 1.21. us publicising and sharing information about you and your project including your name and images of project activities. You hereby grant us a royalty free licence to reproduce and publish in any format any project information you give us. You will let us know when you provide the information if you don't have permission for it to be used for these purposes; and
- 1.22. if your project is being delivered in Wales, enable people to engage in both Welsh and English, treating both languages equally. Welsh speakers must be able to access information and services in Welsh and all materials must be produced bilingually.

2. If any part of the grant is used to buy goods or services, or to buy or develop intellectual property, costing more than £10,000 you will:

- 2.1. carry out a competitive tender for the goods and/or services and comply with UK and EU procurement rules if applicable to you;
- 2.2. use assets purchased or enhanced using the grant only for the project and keep them safely, in good repair and condition and adequately insured for the life of the project and any subsequent asset monitoring period specified in the relevant guidelines;
- 2.3. protect any intellectual property rights purchased or developed using the grant and not commercially exploit these rights without our prior written consent; and
- 2.4. obtain our prior written consent for any disposal of assets purchased, developed or enhanced using the grant and if required, pay us a share of proceeds from such disposal.

3. You acknowledge that we are entitled to suspend or terminate the grant and/or require you to repay all or any of the grant and/or impose additional conditions in the following situations. You must let us know if any of these situations have occurred or are likely to occur.

- 3.1. You use the grant in any way other than as approved by us or fail to comply with any of these terms and conditions, or any additional conditions set out in our grant offer to you.
- 3.2. You fail to make good progress with your project or are unlikely in our view to complete the project or achieve the impacts agreed with us.
- 3.3. You have match funding for the project withdrawn or receive or fail to declare any duplicate funding for the same project costs as funded by the grant.
- 3.4. You provide us with false or misleading information, either on application or after award of the grant, act dishonestly, or if you or anyone involved in the project or your organisation is under investigation by us, a regulatory body or the police.
- 3.5. You do or fail to do anything that brings us or the National Lottery into disrepute, or which we consider for any reason puts public funds at risk, or we terminate or suspend any other grant we have given you.
- 3.6. You enter into, or in our view are likely to enter into, administration, liquidation, receivership, dissolution or, in Scotland, have your organisation's estate sequestrated.
- 3.7. You receive any grant money incorrectly either as a result of an administrative error or otherwise. This includes where you are paid in error before you have complied with your obligations under these terms and conditions and Offer Letter. Any sum, which falls due under this paragraph 3.7, shall fall due immediately. If you fail to repay the due sum immediately, or as otherwise agreed with us, the sum will be recoverable summarily as a civil debt.

4. You acknowledge that:

- 4.1. by accepting this grant:

4.1.1. you confirm that the information in your application has been authorised by the governing body of your organisation;

4.1.2. your organisation is able to deliver the project described in your application; and

4.1.3. the grant is not consideration for any taxable supply for VAT purposes;

4.2. the grant is for your use only and you may not share or transfer the grant (or any part of it) to anyone else unless approved by us. If we agree to you sharing or transferring the grant, you are responsible for ensuring that your partners and other recipients of the grant accept and comply with these terms and conditions and follow any guidance issued by us. If they fail to do so, we may exercise our rights in clause 3, including to terminate the grant and require repayment. You must enter into a legally binding agreement, with anyone with whom you share the grant and provide us with a copy on request;

4.3. if any part of the grant is used to buy or build, refurbish, extend or alter buildings or land or to purchase or enhance vehicles or equipment you must comply with our additional capital grant conditions;

4.4. we will not increase the grant if you spend more than the agreed budget on your project and we can only guarantee the grant as long as the National Lottery continues to operate and we receive sufficient funds from it;

4.5. the grant comes from public funds and you will not use it in a way which does not comply with the UK's international subsidy control commitments effective from 1 January 2021. If the grant is deemed to be unlawful subsidy, you will repay the entire sum immediately. If you are concerned about subsidy control commitments, you will seek independent legal advice;

4.6. we have no liability for any costs or consequences incurred by you or third parties that arise either directly or indirectly from the project, nor from nonpayment or withdrawal of the grant, save to the extent required by law; and

4.7. These terms and conditions will continue to apply for (i) one year after payment of the last grant instalment; or (ii) until the project has been completed; or (iii) for as long as grant monies remain unspent, whichever is the longer. Clauses 1.4, 1.11, 1.14, 1.17, 1.18, 1.19, 1.20, 1.21, 2.2, 2.3, 2.4, 4.3, 4.5, 4.6 and 4.7 shall survive termination or expiry of these terms and conditions.

EXECUTED as a DEED
by the affixing of the COMMON
SEAL of
The Council of the City of
Newcastle upon Tyne

in the presence of:

.....
Lord Mayor

.....
Assistant Director Legal Services /
Senior Solicitor

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

[NAME OF DIRECTOR]

.....
[SIGNATURE OF DIRECTOR]
Director

[NAME OF DIRECTOR OR
COMPANY SECRETARY]

.....
[SIGNATURE OF DIRECTOR OR
COMPANY SECRETARY]
[Director OR Company Secretary]