

DATED

GRANT AGREEMENT

MCS CHARITABLE FOUNDATION

and

[REDACTED]



**THE MCS
FOUNDATION**

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DATE:

BETWEEN:

- (1) MCS Charitable Foundation, a company limited by guarantee (company registration number 10119873 and registered charity number 1165752) whose registered office is at Violet 3, Sci-Tech Daresbury, Keckwick Lane, Cheshire, WA4 4AB ("the Funder"); and
- (2) **[Insert name of Grant Holder]**, **[Insert relevant details of legal structure]** whose registered office is at **[Insert address]** ("the Recipient").

BACKGROUND:

- (A) The Funder has agreed to pay the Grant to the Recipient to assist it in carrying out the Project.
- (B) This Agreement sets out the terms and conditions upon 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.

[Include blue wording in this Agreement for scenarios where MCS is one of multiple funders for the same project (if MCS is the only funder, blue wording should be removed)]

- (D) [In addition to the Grant, the Recipient will be obtaining Additional Funding for the Project from other sources. In particular, **[other funder]** will be contributing £**[amount]** towards the costs of the Project **[amend as applicable].]**

1. Definitions

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

["Additional Funding"]	[grants to the Recipient from any third parties which are used (or intended to be used) for the Project, including those set out in Schedule 4;]
"Agreement"	this agreement;
"Bribery Act"	the Bribery Act 2010 and any subordinate legislation made under the Bribery Act from time to time together with any guidance or codes of practice issued by a relevant government department;
"Commencement Date"	[Insert start date] ;
"Confidential Information"	has the meaning as set out in clause 9.1;
"Data Privacy Laws"	means, as applicable:

- (a) the General Data Protection Regulation (EU) 2016/679 as written into UK law (“**UK GDPR**”);
- (b) the Data Protection Act 2018;
- (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003; and
- (d) all other applicable laws and regulations relating to the processing of personal data and/or governing individuals’ rights to privacy, including statutory instruments,

in each case as amended or replaced from time to time;

[Include green wording in this agreement for scenarios where research is being undertaken as part of the project (for non-research grants green wording should be removed)]

["EIRs"] [the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;]

["FOIA"] [the Freedom of Information Act 2000 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;]

"Grant" means the sum of £**[Insert amount]** to be paid by the Funder to the Recipient in accordance with this Agreement;

"Grant Application" means the application submitted to the Funder by the Recipient, which sets out the details of the Project and the Project’s delivery, a copy of which is set out at Schedule 6;

"Grant Period" means the period for which the Grant is awarded starting on the Commencement Date and ending on **[Insert date by which the Grant must be spent]**;

"Intellectual Property Rights" means 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" 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;

[“Permitted Party”	[insert details] and such persons to whom the Funder has agreed in writing that the Recipient may disclose the Results;]
“Prohibited Act”	<p>means:</p> <p>(a) committing any offence:</p> <p>(i) under the Bribery Act;</p> <p>(ii) under the legislation creating offences in respect of fraudulent acts;</p> <p>(iii) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Funder; and/or</p> <p>(b) defrauding or attempting to defraud or conspiring to defraud the Funder;</p>
“Project”	means the project described in Schedule 1;
“Project Manager”	means the individual who has been nominated to represent the Funder for the purposes of this Agreement;
“Project Report”	has the meaning set out in clause 6.2;
[“Protection Notice”	has the meaning set out in Part 2 of Schedule 5;]
“Related Persons”	means any employees, agents, consultants, or any other person engaged or employed by the Recipient, and the term Related Persons shall include all staff, faculty members, visiting lecturers, research associates and students;
[“Report Delivery Date”	the date on which any Research Report is delivered to the Funder;]
[“Request Information”	for any request for information received by the Recipient pursuant to FOIA [and/or the EIRs];]
[“Research Confidentiality Period”	the period commencing on the Date of this Agreement until the end of the Review Period in respect of each piece of research identified in Schedule 1, or such longer period as may be identified in a Protection Notice issued in respect of such research;]
[“Research Report”	has the meaning set out in Part 1 of Schedule 5;]
[“Results”	the useful results and/or any useful data or information arising from each piece of research identified in Schedule 1; and]

["Review Period" has the meaning set out in Part 2 of Schedule 5.]

1.2 Subject to clause 1.3, the Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

1.3 If there is any discrepancy between the provisions of the main body of this Agreement and the Provisions set out in the Schedules, then the provisions set out in the main body of this Agreement shall prevail.

1.4 Reference to any statute or order or regulation made thereunder include that statute, order or regulation as amended, modified, re-enacted or replaced from time to time.

1.5 Any words following the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. **Purpose of Grant**

2.1 The Recipient shall use the Grant only for the delivery of the Project in line with the agreed budget set out 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.

2.2 For the avoidance of doubt, the Grant may not be used for activities that do not further the Funder's charitable objects.

2.3 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.

2.4 The Recipient shall not make any significant change to the Project without the Funder's prior written agreement.

2.5 Where the Recipient intends to apply to a third party for [other funding for the Project **for multi-funder grants replace with: Additional Funding that is not already included in Schedule 4**], 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 **[and an updated version of the table in Schedule 4]**.

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

3. **Payment of Grant**

3.1 Subject to Clause 12 the Funder shall pay the Grant to the Recipient in accordance with the payment schedule set out at Schedule 2. 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. If the Recipient becomes aware that the Project costs will exceed the agreed budget for the Project, it will promptly notify the Funder and provide an explanation (and, if requested by the Funder, satisfactory evidence) of how such additional costs will be met.
- 3.4 The amount of the Grant shall not be increased or any additional funds provided in the event that VAT is found to be payable on the Grant and the Recipient shall be fully responsible for any such VAT or other tax liability in connection with the Grant.
- 3.5 The Grant shall be paid into a bank account in the name of the Recipient which must be an ordinary business bank account. All withdrawals from the bank account must be signed by at least two individual representatives of the Recipient.
- 3.6 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.
- 3.7 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.
4. **Use of Grant**
- 4.1 The Grant shall be used by the Recipient for the delivery of the Project in accordance with the agreed budget set out in Schedule 1. For the avoidance of doubt, the amount of the Grant that the Recipient may spend on any item of expenditure listed in column 1 of Schedule 1 shall not exceed the corresponding sum of money listed in column 2 without the prior written agreement of the Funder.
- 4.2 For the avoidance of doubt, the Grant may not be used for any purposes or activities which are unlawful in England and Wales. In addition, the Recipient shall not use the Grant to:
- 4.2.1 make any payment to members of its governing body;
- 4.2.2 make grants to any third parties;
- 4.2.3 purchase equipment, buildings or land unless this is specified in Schedule 1; or
- 4.2.4 pay for any expenditure commitments of the Recipient entered into before the Commencement Date,
- unless this has been approved in writing and in advance by the Funder.
- 4.3 The Recipient may use the Grant to undertake political campaigning and political activity, but only as set out within the Grant Application and to the extent permitted by the laws of England

and Wales, in line with the Charity Commission's *Campaigning and political activity guidance for charities*¹, and in furtherance of the Funder's charitable objects.

- 4.4 The Recipient shall not spend any of the Grant on the delivery of the Project or otherwise, after the end of the Grant Period.
- 4.5 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 (where permitted under the agreed budget in Schedule 1) or other resources of the Recipient. There will be no additional funding available from the Funder for this purpose.
- 4.6 Should any part of the Grant remain unspent at the end of the Grant Period, the Funder may either demand that the unspent monies are returned to the Funder or agree in writing that the Recipient may retain the unspent monies to use for charitable purposes as agreed between the parties.
- 4.7 The Recipient shall not use the Grant to make any payments which contravene the Bribery Act 2010 or would contravene the Bribery Act 2010 if such payment had been made by the Funder (for the avoidance of doubt the Bribery Act 2010 shall be deemed to apply to the parties to this Agreement for the purposes of this Agreement notwithstanding any provision of that legislation to the contrary).

[Include red wording in this agreement where MCS is providing a grant to a non-charity or any organisation based overseas (if the grant is to a UK-registered charity, red wording should be removed)]

- 4.8 As the Recipient is not a registered UK charity, the Recipient additionally agrees to:
- 4.8.1 provide a copy of its constitutional document(s) and last published accounts and describe its legal status;
- 4.8.2 co-operate promptly with any enquiries about its constitutional arrangements (such as, if applicable, any asset lock or restriction on the purposes for which the funding may be spent);
- 4.8.3 throughout the Grant Period, the Recipient will comply with such additional conditions and monitoring/reporting requirements as the Funder requires in order for it to fulfil its duties to ensure that the funds are appropriately used in furtherance of its charitable purposes, and for no other purposes;
- 4.8.4 provide a written rationale (the "**Rationale**") to the Funder in advance of receipt of the Grant which sets out:
- (a) how it considers the grant will be in pursuance of the Funder's charitable objects;
 - (b) how the proposed Project is providing public benefit;

¹ <https://www.gov.uk/government/publications/speaking-out-guidance-on-campaigning-and-political-activity-by-charities-cc9/speaking-out-guidance-on-campaigning-and-political-activity-by-charities>

- (c) how any private benefit is limited, necessary and incidental to the charitable purpose of the Project;
- (d) whether it is engaged in political activities (and if so, what these are), and whether the Grant would further these activities in any way;
- (e) how it funds any non-charitable activities which it undertakes; and
- (f) any potential reputational risks to the Funder which may arise from the Grant.

and

4.9 provide the Funder with an updated Rationale as may be requested by the Funder from time to time.]

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 6 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 with all applicable statutory requirements as regards accounts, audit or examination of accounts, annual reports, confirmation statements and annual returns.

6. Monitoring and Reporting

- 6.1 The Recipient and the Funder 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. The Recipient will meet with the Funder at least every six months (and more frequently if requested by the Funder) throughout the duration of the Project to discuss the progress and operation of the Project.
- 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 at the end of each milestone ("**Project Report**") and in such formats as the Funder may reasonably require. The Recipient shall provide the Funder with each report within three months of the last day of the quarter to which it relates.
- 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. *For multi-funder grants replace with:*

The Recipient shall include in its financial reports the amount of Additional Funding received together with details of what that Additional Funding has been used for].

- 6.4 [The Recipient will notify the Funder immediately if it becomes aware of any material possibility that any Additional Funding will be reduced, withdrawn or required to be repaid.]
- 6.5 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 furtherance of the Funder's charitable objects and in accordance with this Agreement.
- 6.6 The Recipient shall permit any person authorised by the Funder reasonable access to its Related Persons, 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.
- 6.7 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.
- 6.8 In the event that any breach of Clause 16 (Warranties) or any other event or incident may require the Funder to report a serious incident to the Charity Commission, or to make a report to any other regulator or donor, the Recipient will co-operate fully with the Funder to enable the Funder to comply with any such reporting requirements. Such co-operation shall include but is not limited to promptly:
- 6.8.1 providing the Funder with sufficient details of the event, incident or concern;
- 6.8.2 providing any other information the Funder requests; and
- 6.8.3 allowing the Funder such access to sites, individuals and records as the Funder may reasonably require.
- 6.9 The Recipient shall provide the Funder 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 The Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Funder as the source of the Grant.
- 7.2 The Recipient may at its full discretion acknowledge the support of the Funder in any materials that refer to the Project and in any written or spoken public presentations about the Project. Where such acknowledgements include the Funder's name and logo (or any future name or logo adopted by the Funder) the Recipient will use the templates provided by the Funder from time to time. The Recipient shall not publish any material referring to the Project or the Funder without the prior written agreement of the Funder.
- 7.3 In using the Funder's name and logo, the Recipient shall comply with all reasonable branding guidelines issued by the Funder from time to time.

- 7.4 The Recipient may at its full discretion 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 Parties shall adhere to any dissemination strategy and/or media protocol for the handling of press and media enquiries in respect of the Project as agreed between the Parties from time to time.
- 7.7 The Recipient may at its full discretion comply with all reasonable requests from the Funder to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Funder in its promotional and fundraising activities relating to the Project.

8. **Intellectual Property Rights**

- 8.1 Unless otherwise expressly stated in this Agreement, 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.
- 8.2 Where the Funder has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient shall, upon termination of this Agreement, and upon written request of the Funder, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Funder.
- 8.3 Where the Funder determines that any or all Intellectual Property Rights that result from the Project ("**Resulting Intellectual Property Rights**") should be made publicly available, the Recipient shall make the Resulting Intellectual Property Rights publicly available in accordance with such terms that the Funder specifies. This clause 8.3 shall survive the termination and/or expiry of this Agreement, and shall remain in full force and effect.

9. **Confidentiality**

- 9.1 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 ("**Confidential Information**") 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 9 shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:
- 9.2.1 at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;

9.2.2 is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or

9.2.3 is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

10. **[Research Projects]**

10.1 **The Recipient shall comply with the provisions set out in Schedule 5 in respect of each piece of research that it carries out under the Project.]**

11. **Data Protection**

11.1 Each party shall (and shall procure that any of its staff involved in connection with the activities under this Agreement shall) duly observe and comply with all of its obligations under the Data Privacy Laws, which arise in connection with this Agreement.

11.2 The Funder and the Recipient accept and acknowledge that they are independent controllers of personal data shared in connection with this Agreement.

11.3 The Funder and the Recipient agree as follows in respect of the personal data shared in connection with the Agreement:

11.3.1 each party will implement appropriate technical and organisational measures to protect the personal data from a personal data breach;

11.3.2 each party will comply with requirements of lawfulness and transparency in relation to the personal data;

11.3.3 the personal data shared will be restricted to what is necessary to enable the parties to carry out their respective obligations under this Agreement;

11.3.4 each party will use reasonable efforts to ensure that the personal data is accurate and kept up to date;

11.3.5 on receipt of a complaint or a data subject rights request relating to the processing of the personal data, each party will notify the other promptly and the parties will co-operate to enable the relevant complaint or request to be handled within the timescales set out under the Data Privacy Laws;

11.3.6 each party will notify the other without undue delay after becoming aware of a personal data breach relating to the personal data, and the parties will co-operate in order to ensure that the appropriate notifications are provided to the Information Commissioner's Office and/or affected data subjects in accordance with the Data Privacy Laws;

11.3.7 the personal data will only be retained for as long as reasonably necessary to enable the parties to comply with their respective obligations under this Agreement (except where the personal data is retained in accordance with any applicable statutory retention periods).

11.4 For the purposes of this clause 11, the terms “**data subject**”, “**personal data**”, “**personal data breach**” shall have the meanings given to them in the UK GDPR.

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 any of the following conditions apply:

12.1.1 the Funder's funding for the Project is withdrawn, terminated or reduced;

12.1.2 the Recipient uses any part of the Grant for purposes other than those for which the Grant has been awarded;

12.1.3 the delivery of the Project does not start within **[6]** months of the Commencement Date and the Recipient has failed to provide the Funder with a reasonable explanation for the delay;

12.1.4 the Recipient fails to deliver any Project Report to the satisfaction of the Funder;

12.1.5 the Funder considers that the Recipient has not made satisfactory progress with the delivery of the Project;

12.1.6 [\[the Funder reasonably considers that the Project is unlikely to be delivered in accordance with Schedule 1 and Schedule 6 \(for example, as a result of any Additional Funding being reduced, withdrawn or required to be repaid\);\]](#)

12.1.7 the Recipient is, in the reasonable opinion of the Funder, delivering the Project in a negligent manner;

12.1.8 the Recipient obtains duplicate funding in respect of any part of the Project or any related administration costs that the Funder is funding under this Agreement;

12.1.9 the Recipient obtains funding from a third party and, in the reasonable opinion of the Funder, that third party undertakes activities that are likely to bring the reputation of the Project or the Funder into disrepute;

12.1.10 the Recipient undertakes (or threatens to undertake) activities that, in the reasonable opinion of the Funder, are likely to bring the reputation of the Project and/or the Funder into disrepute;

12.1.11 the Recipient provides the Funder with any materially misleading or inaccurate information;

12.1.12 the Recipient commits or has committed a Prohibited Act;

12.1.13 any member of the governing body, employee or volunteer of the Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of the Funder, bring or are likely to bring the Funder's name or reputation into disrepute;

12.1.14 the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);

- 12.1.15 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; or
- 12.1.16 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.
- 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 on demand and 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.

13. **[Freedom of Information**

- 13.1 The Funder recognises that the Recipient is subject to the requirements of FOIA [and the EIRs] and shall provide all necessary assistance to the Recipient and shall cooperate with the Recipient as is reasonably required to enable the Recipient to comply with its obligations under FOIA [and the EIRs].
- 13.2 The Recipient shall take reasonable steps to notify the Funder of a Request for Information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so and shall work with the Funder to determine whether any information is exempt from disclosure in accordance with the FOIA [or the EIRs]. The Recipient shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA [or the EIRs].]

14. **Limitation of Liability**

- 14.1 The liability of the Funder under this Agreement shall be limited to the payment of the Grant (subject to and in accordance with the terms of this Agreement).
- 14.2 [The liability of the Recipient under this Agreement shall be limited to the total value of the Grant.]
- 14.3 The Recipient shall be fully responsible for its conduct of the Project and its use of the Grant.
- 14.4 The Funder shall to no extent be responsible or liable, financially or otherwise, for any liabilities, expenditure, claims, demands, actions, costs, expenses, losses and damages arising out of or in relation to:
- 14.4.1 any non-payment of the Grant on any due date; or

- 14.4.2 the Project or any use of the Grant.
- 14.5 Nothing in this Agreement limits any liability which cannot legally be limited, including but not limited to liability for death or personal injury caused by negligence or fraud or fraudulent misrepresentation.

15. **Indemnity**

- 15.1 The Recipient shall indemnify and hold harmless the Funder, its employees, agents, officers or sub-contractors in respect of all liabilities, claims, demands, actions, costs, expenses, losses and damages made or brought by, or owing to, any person and in any way arising out of or incurred in connection with:
- 15.1.1 non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties [(including to any third parties providing Additional Funding)]; or
- 15.1.2 any action and/or omission of the Recipient in relation to the Project or any use of the Grant.

16. **Warranties**

- 16.1 The Recipient warrants, undertakes and agrees that:
- 16.1.1 it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant [and the Additional Funding set out in Schedule 4]);
- 16.1.2 [Schedule 4 details all Additional Funding that the Recipient anticipates it will require for satisfactory delivery of the Project;]
- 16.1.3 [the Recipient has either secured the Additional Funding through written agreements with the third parties providing such funding, or has underwritten the costs that will be covered by the Additional Funding to ensure that it will be able to meet those costs and deliver the Project;]
- 16.1.4 [none of the Additional Funding is duplicate funding in respect of any part of the Project or any related administration costs that the Funder is funding under this Agreement;]
- 16.1.5 it has full power and authority under its governing document, has taken all necessary action and has obtained all authorisations, licences, consents and approvals to execute and perform this Agreement;
- 16.1.6 each of the Recipient's personnel assigned to the Project has suitable experience and expertise to carry out their roles in relation to the Project;
- 16.1.7 all of the information set out in the Grant Application continues to be complete and accurate;
- 16.1.8 all information set out in the Schedule 1 and Schedule 6 is to the best of its knowledge complete and accurate;
- 16.1.9 it has not committed, nor shall it commit, any Prohibited Act;
- 16.1.10 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 and and/or any serious

incidents that relate to the Grant, and promptly provide any such details in relation to such departures or incidents as the Funder shall require;

- 16.1.11 It shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
- 16.1.12 it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- 16.1.13 it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- 16.2 it has and shall keep in place policies and procedures to deal with safeguarding;
- 16.2.1 all financial and other information concerning the Recipient which has been disclosed to the Funder is to the best of its knowledge and belief, true and accurate;
- 16.2.2 it is not subject to any contractual or other restriction imposed by any arrangements with third parties [(including in relation to the Additional Funding)], or 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;
- 16.2.3 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;
- 16.2.4 it does not 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; and
- 16.2.5 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 maintain in force for the Grant Period a full and comprehensive insurance policy in respect of its activities in delivering the Project.
- 17.2 The Recipient shall ensure that such an insurance policy is taken out with reputable insurers acceptable to the Funder and that the level of cover and other terms of insurance are acceptable to and agreed by the Funder.
- 17.3 The Recipient shall (on request) supply to the Funder a copy of such an insurance policy 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 the date of the last Grant payment 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 upon giving the Recipient [three] months' written notice should it be required to do so by financial restraints or for any other reason.

20. Assignment

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

21. Waiver

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

22. Notices

All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, emailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered or if emailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

23. Dispute Resolution

23.1 In the event of any complaint or dispute (which does not relate to the Funder's right to withhold funds or terminate) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the 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 [insert relevant position e.g. Chief Executive] of the Funder and the [insert relevant position e.g. 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 shall seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed the parties shall bear the costs and expenses of the mediation equally.

24. **No Partnership or Agency**

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

25. **Joint and Several Liability**

Where the Recipient is neither a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this Agreement.

26. **Contracts (Rights of Third Parties) Act 1999**

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

27. **Governing Law**

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

Signed by **ALASTAIR MUMFORD**)
for and on behalf of the Funder:)

Signed by **[insert name of person signing in
bold and upper case]**)
for and on behalf of the Recipient:)

Schedule 1 – The Project

[Include a detailed description of the funded project here, including any agreed milestones/outcomes]

Schedule 2 - Payment Schedule

Milestone no.	Amount of Grant Payable	Date of Expected Payment

Schedule 3 - Breakdown of Grant

Milestone no.	Activities/ Tasks	Evidence required	% of grant	Grant in £	Target month for task completion	Date report due (10 th of following month)
1						
2						
3						
4						
5						
6						

This table overrides the table in section 5 of the application 'Project Milestones' as this has been agreed with the applicant after the application stage.

Schedule 4 - [Additional Funding]

Item of Expenditure	Budget	Additional Funder providing the relevant grant

Schedule 5 – Research Provisions

Part 1 – Research Reports

1. The Recipient shall provide the Funder with a report upon completion of each piece of research identified in Schedule 1. Such reports shall be drafted in accordance with the principles set out at Part 9 of this Schedule and contain the Results (“**Research Report**”).
2. Each Research Report shall be delivered to the Funder within the timescales set out in Schedule 1, or as otherwise agreed in writing between the parties.
3. The Recipient shall ensure that each Research Report is peer reviewed (in accordance with such peer review process as is agreed with the Funder) and the Research Report shall be revised to take account of the outcome of the peer review and shall be proof-read to a professional standard.

Part 2 – Research Publicity

1. The Recipient shall not (and shall ensure that its Related Persons shall not) without the prior written consent of the Funder during the Research Confidentiality Period:
 - 1.1 Disclose any data and information resulting from or arising from the Project to any journalists, newspapers, magazines, journals or any other type of press or media body; or
 - 1.2 Issue any press release or announcement referring to the Project or concerning any data and information resulting from or arising from the Project.
2. The Recipient shall refrain, and shall ensure that its Related Persons shall refrain from publishing any Results prior to and for a period of [three (3)] months from the Report Delivery Date in respect of such research unless agreed otherwise. (“**Review Period**”).
3. At least 30 days prior to the end of the Review Period:
 - 3.1.1 the Recipient will discuss with the Funder its strategy for publication before it (or any of its Related Persons) publish any Results; and
 - 3.1.2 the Recipient will submit to the Funder, in writing, details of any proposed publication containing any Results that it or any Related Person intends to publish.
4. Within 30 days of receiving a notice from the Recipient pursuant to paragraph 3.1.2 above, the Funder may give a written notice to the Recipient (“**Protection Notice**”) requiring that the Recipient to delay the proposed publication for a maximum of six (6) months after receipt of the Protection Notice, if, in the Funder’s reasonable opinion:
 - 4.1 that delay is necessary in order to:
 - 4.1.1 seek patent or other protection for any of the Results that are to be published; and/or
 - 4.1.2 prevent the publication of any of the Funder’s Confidential Information; and/or
 - 4.2 the proposed publication will negatively affect, conflict with or prejudice this Agreement or the objectives of the Project.

5. Upon receiving a Protection Notice, the Recipient shall refrain (and procure that its Related Persons refrain) from making the proposed publication for the period requested in the Protection Notice.
6. For the avoidance of doubt, the Funder must give the Protection Notice within 30 days after the Funder receives written notice of the proposed publication from the Recipient. If the Recipient does not receive a Protection Notice within that period, it or the relevant Related Person may proceed with the proposed publication.

Part 3 – Publication and Intellectual Property Rights

1. The Recipient hereby grants to the Funder and any third party with effect from the Report Delivery Date for each piece of research, a non-exclusive, perpetual, irrevocable, royalty free and worldwide licence to use any Research Report and the Results.

Part 4 – Confidentiality

1. Subject to Part 4 Paragraph 2 below, the Recipient shall during the Research Confidentiality Period keep secret and confidential the Results and draft Research Report and shall not disclose the same to any person save:
 - 1.1 to the extent necessary to perform its obligations in accordance with the terms of this Agreement;
 - 1.2 where such disclosure is to a Permitted Party; or
 - 1.3 as expressly authorised in writing by the Funder; or
 - 1.4 to the extent required by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, as far as it is legally permitted to do so, it gives the other party as much notice of the disclosure as possible.
2. For the avoidance of doubt, during the Research Confidentiality Period the Recipient may not disclose (except to a Permitted Party) any Results and/or any draft Research Report to any of its Related Persons unless such persons are actively working on the Project.

Part 5 – Warranties

1. The Recipient warrants, undertakes and agrees that:
 - 1.1 the lead researcher for each piece of research has suitable experience and expertise to oversee and manage the relevant part of the Project;
 - 1.2 it shall not use the Results or any Research Report for commercial purposes;
 - 1.3 in carrying out the Project it shall adhere to the
 - 1.3.1 research ethics principles set out in Part 7 of this Schedule;
 - 1.3.2 Research Council's policy regarding data reuse; and
 - 1.3.3 data reuse principles set out in Part 8 of this Schedule;

and

- 1.4 it shall comply at all times with good practice in research ethics and follow the code of practice for their discipline. Where there is not a discipline specific code of practice, the Economic and Social Research Council framework for research ethics must be followed.

Part 6 – Withholding, Suspending and Repayment of Grant

1. 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:
 - 1.1 the Recipient fails to obtain ethical approval for any piece of research that forms part of the Project prior to the commencement of the research; and/or
 - 1.2 The Recipient fails to deliver any Research Report to the satisfaction of the Funder.

Part 7 – Research ethics principles

The Recipient shall ensure that the Project shall comply at all times with good practice in research ethics.

The Recipient must:

1. Follow the code of practice for their discipline. Where there is not a discipline specific code of practice, the Economic and Social Research Council framework for research ethics must be followed.
2. Follow those processes and procedures relating to ethics as set out in the Project description in Schedule 1.
3. Obtain ethical approval prior to commencement of each piece of research as agreed in Schedule 1 which must include scrutiny by an ethics review panel independent of the research team.
4. State in every Research Report how ethical approval and ethical concerns were addressed in undertaking such research.

Part 8 - Data reuse principles

1. Research data and the Results are a public good which should be available publicly to third parties.
2. The Recipient shall make available for reuse, primary data collected or generated during research or derived from existing sources, in a timely way, with as few restrictions as possible, compliant with ethics, privacy and intellectual property. Non-deposit of research data is an exception which must be justified. Specifically, research is required to adhere to the following requirements:
 - 2.1 Demonstrate no suitable data is available for reuse before creating new data.

- 2.2 Make openly available research data, free of charge, as open data, safeguarded data or controlled data, with these different levels of security depending on the sensitivity and confidentiality of the data.
- 2.3 Take account of legal, ethical and commercial constraints on release of research data, and plan at the initiation and through the research cycle how these will be managed, with the aim of maximising data reuse. This includes, where appropriate, obtaining informed consent for data sharing, anonymising data, and seeking data-sharing approval as part of ethical review.
- 2.4 Provide sufficient metadata to ensure research data are discoverable and independently understood without recourse to the creator, and for the creators of the data to be cited.
- 2.5 Make data which supports published research outputs findable and accessible at the same time as published outputs as far as possible. Publications should state how underlying research materials, including data, samples or models, can be accessed.
- 2.6 Deposit data for reuse with a responsible digital repository, which meets Research Council requirements, and which provides data assets in a way which are findable, accessible, interoperable and reusable.
- 2.7 Intellectual property contributions of researchers in the creation of data are recognised through citation, and abiding by the terms and conditions under which data is accessed.

Part 9 – Research Report principles

1. Every Research Report shall be drafted in accordance with best practice for qualitative or quantitative research in accordance with the following:
 - 1.1 A literature review: the relevant background literature and empirical evidence will be considered and will shape projects aims, data collection and analytical work.
 - 1.2 Methodological approach: methods for data collection and analysis must be transparent and clearly communicated.
 - 1.3 Clear and full presentation of data and key findings.
 - 1.4 Discussion of key findings and recommendations: This section should clearly outline how the findings from the research contribute to the overall aim of the research program. It should answer the question of ‘so what?’ – setting out the implications and recommendations from the research for policy, practice and further research. The Research Report should also clearly explain the limitations and caveats.
2. The Research Report shall be available with a plain English language summary of research findings and implications.

Schedule 6 – Grant Application

[Copy of grant application to be included here]

SAMPLE