

DATED

GRANT AGREEMENT

between

LEICESTERSHIRE COUNTY COUNCIL

and

[NAME OF RECIPIENT]

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SCHEDULE

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THIS DEED is dated

2023

PARTIES

- (1) **LEICESTERSHIRE COUNTY COUNCIL** whose principal address is at County Hall, Glenfield Leicestershire, LE3 8RA (“**Funder**”).
- (2) [Insert Recipient Details] (“**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 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: date that monies are transferred to the Recipient

Commissioner: means the Information Commissioner

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and the guidance and codes of practice issued by the Commissioner or other relevant regulatory authority and which are applicable to a party.

Data Controller: has the meaning set out under Data Protection Legislation

Data Processor: has the meaning set out under Data Protection Legislation

Data Subject: has the meaning set out in Data Protection Legislation

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

Grant: the sum to be paid to the Recipient in accordance with Schedule 2 to this Agreement.

Grant Actual Expenditure Reports – Reports detailing expenditure to be delivered in accordance with Clause 6 of this Agreement to a template to be provided by the Funder.

Grant Period: the period for which the Grant is awarded starting on the Commencement Date and ending 12 calendar months later.

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.

Six Month Evaluation Report – Report evaluating the Project at six months from the Commencement Date, to be delivered in accordance with Clause 6 of this Agreement to a template to be provided by the Funder.

Twelve Month Evaluation Report – Report evaluating the Project at twelve months from the Commencement Date, to be delivered in accordance with Clause 6 of this Agreement to a template to be provided by the Funder.

2. PURPOSE OF GRANT

- 2.1 The Recipient shall use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement and any attached Schedules. The Grant shall not be used for any other purpose without the prior written agreement of the Funder.
- 2.2 The Recipient shall not make any significant change to the Project without the Funder's prior written agreement.
- 2.3 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 under this Agreement.

3. PAYMENT OF GRANT

- 3.1 Subject to clause 12, the Funder shall pay the Grant to the Recipient in advance in accordance with Schedule 2.
- 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 or withdrawals from the bank account must be signed or authorised, as the case may be, 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.

- 3.7 The Funder will make payment upon receipt from the Recipient of the relevant forms. The Recipient shall make all reasonable endeavours to return the forms in good time so as not to delay payment, as the Funder's process will take a number of weeks to complete.

4. USE OF GRANT

- 4.1 The Grant shall be used by the Recipient for the delivery of the Project.

- 4.2 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,
- (d) fund any initiatives occurring outside of Leicestershire or not working directly with Leicestershire residents,
- (e) fund initiatives or organisations, which seek to promote a single political or religious cause, save that faith-based organisations may collaborate with neighbourhood teams provided that their collaboration benefits the wider community and is not intended to influence people's religious choices or to promote a particular belief system,
- (f) fund personal initiatives of statutory organisations like schools, colleges or the County Council,
- (g) fund national charities' initiatives (though neighbourhood teams may collaborate with locally managed branches benefitting Leicestershire).
- (h) make any payment to neighbourhood teams or organisations with a current or previous history of poor management of previous grants, or poor financial health
- (i) make-up for a short-fall of funding which should have been provided by other main stream sources.
- (j) make any payment of deficit funding or towards the repayment of loans
- (k) reimburse retrospective funding: that is, initiatives that will have started before an application can be processed, or repayment of money that has already been spent
- (l) replace loss of income.

- (m) create initiatives which residents will be charged to access or utilise – the initiative must be free of charge for residents to access and utilise.

unless this has been approved in writing by the Funder.

- 4.3 The Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period without written permission from the Funder.
- 4.4 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.
- 4.5 If any of the Grant is to be used by the Recipient for the purposes of paying individuals to deliver services, the Recipient will ensure that all applicable payroll processes are followed, including, but not limited to, the deduction of PAYE and NI. In no circumstances will the Funder be responsible for any losses that arise from the Recipients failure to comply with this Clause
- 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. 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 six 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 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 Six Month Evaluation Report and a Grant Actual Expenditure Report six months from the Commencement Date. The Recipient shall have fourteen days from the date which is six months from the Commencement Date to provide the said reports.
- 6.3 The Recipient shall provide the Funder with a Twelve Month Evaluation Report and a Grant Actual Expenditure Report twelve months from the Commencement Date. The Recipient shall have fourteen days from the date which is twelve months from the Commencement Date to provide the said reports.
- 6.4 The Recipient shall provide the Funder with a risk register and insurance review in a format to be provided by the Funder. The Recipient shall address the health and safety of its staff in the risk register.
- 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 accordance with this Agreement.
- 6.6 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.
- 6.7 The Recipient shall permit any person authorised by the Funder for the purpose to visit the Recipient at any time, on the Funder's reasonable request to monitor the delivery of the Project.
- 6.8 To the extent that the reports to be provided under Clause 6 above are not final, at the reasonable request of the Funder, 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 and detail the final expenditure.

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 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 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 (or any future name or logo adopted by the Funder) using the templates provided by the Funder from time to time.
- 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.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Funder and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the Funder or the Recipient before the date of this Agreement or developed by either party during the Grant Period, shall remain the property of that party.
- 8.2 Where the Funder has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Funder.

9. CONFIDENTIALITY

- 9.1 Subject to clause 10 (Freedom of Information), each party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of 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 and shall assist and co-operate with the Funder (at the Recipient's expense) to enable the Funder to comply with these information disclosure requirements.

10.2 The Recipient shall:

- (a) transfer the request for information to the Funder as soon as practicable after receipt and in any event within two Working Days of receiving a request for information;
- (b) provide the Funder with a copy of all information in its possession or power in the form that the Funder requires within five working days (or such other period as the Funder may specify) of the Funder requesting that information; and
- (c) provide all necessary assistance as reasonably requested by the Funder to enable the Funder to respond to a request for information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations 2004.

10.3 The Funder shall be responsible for determining at its absolute discretion whether the information:

- (a) is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations 2004;
- (b) is to be disclosed in response to a request for information.

10.4 In no event shall the Recipient respond directly to a request for information unless expressly authorised to do so by the Funder.

10.5 The Recipient acknowledges that the Funder may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004), be obliged under the FOIA or the Environmental Information Regulations 2004 to disclose information:

- (a) without consulting with the Recipient; or
- (b) following consultation with the Recipient and having taken its views into account,

provided always that where clause 10.5(b) applies the Funder shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Recipient advanced notice, or failing that, to draw the disclosure to the Recipient's attention after any such disclosure.

10.6 The Recipient shall ensure that all information produced in the course of the Agreement or relating to the Agreement is retained for disclosure and shall permit the Funder to inspect such records as requested from time to time.

10.7 The Recipient acknowledges that and details provided by it outlining information that it considers to be confidential or commercially sensitive are indicative value only and that the Funder may nevertheless be obliged to disclose such information in accordance with this clause 10.

11. DATA PROTECTION

11.1 The Recipient shall (and shall procure that any of its staff involved in connection with the activities under the Agreement shall) comply with any notification requirements under the Data Protection Legislation and both Parties will duly observe all their obligations under the DPA, which arise in connection with the Agreement.

11.2 On request from the Funder, the Recipient will provide the Funder with all such relevant documents and information relating to the Recipient's data protection policies and procedures as the Funder may reasonably require

11.3 The Recipient agrees that it is the data controller of any personal data processed by it pursuant to the Project activities, as those terms are defined in the Data Protection Legislation in force at the relevant time. It will comply fully with the Data Protection Legislation to the extent that they are applicable to it and with the ICO's public guidance for data controllers.

- 11.4 In the event that the Funder determines that the Recipient is processing Personal Data on the Funder's behalf then the Recipient shall immediately enter into a Data Processing Agreement with the Funder on reasonable terms to be determined by the Funder to ensure full compliance with the Data Protection Legislation. Failure by the Recipient to enter into such an agreement shall constitute a serious breach of this Agreement and the Funder may exercise its rights under this Agreement to withhold/suspend/reduce payment or require payment in full or part of the Grant in accordance with clause 12 and/or terminate this Agreement in accordance with clause
- 11.5 The Recipient shall indemnify and keep the Funder indemnified in full for any and all consequences (including a Personal Data breach) arising as a result of the Recipient's failure to comply with their obligations under this clause 11.
- 11.6 Any clause in this Agreement limiting the Recipient's liability in respect of any obligations, claims, losses, damages, liabilities, fines, penalties, interest or otherwise under the Data Protection Legislation and/or this clause 11 shall not apply.

12. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT

- 12.1 The Funder's intention is that the Grant will be paid to the Recipient in two instalments as set out at Schedule 2. However, without prejudice to the Funder's other rights and remedies, the Funder may at its discretion reduce, withdraw, terminate, withhold or suspend payment of all or part 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 it has 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 Recipient fails to submit either or both of the Six Month Evaluation Report and Grant Actual Expenditure Report due at six months;
 - (d) the Funder considers that within the Six Month Evaluation Report and/or the Grant Actual Expenditure Report submitted at six months, the Recipient has not made satisfactory progress with the delivery of the Project
 - (e) the Recipient fails to submit either or both of the Twelve Month Evaluation Report and Grant Actual Expenditure Report due at twelve months

- (f) the Funder considers that within the Twelve Month Evaluation Report and/or the Grant Actual Expenditure Report, the Recipient has not fulfilled one or more element of this Agreement or their planned project.
- (g) the Recipient is, in the reasonable opinion of the Funder, delivering the Project in a negligent manner;
- (h) the Recipient obtains funding from a third party for the same objectives and initiative as this funding inside the Grant Period.
- (i) the Recipient provides the Funder with any materially misleading or inaccurate information;
- (j) the Recipient commits or committed a Prohibited Act;
- (k) 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;
- (l) 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);
- (m) 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;
- (n) 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
- (o) the Funder has notified the Recipient that the Grant funding under this Agreement is to be reduced or withdrawn due to financial pressures/restraints on the Funder and/or insufficient funds being available to meet the Funder's payment obligations under this Agreement.

12.2 Wherever under the Agreement any sum of money is recoverable from or payable by the Recipient (including any sum that the Recipient is liable to pay to the Funder in respect of any breach of the Agreement), the Funder may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Recipient under the Agreement or under any other agreement or contract with 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.

13. ANTI-DISCRIMINATION

13.1 The Recipient shall not unlawfully discriminate directly or indirectly within the meaning and scope of the Equality Act 2010 or 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 at all times comply with the Equality Act 2010 and the Funder's equality and diversity policy as may be amended from time to time, a copy of which will be provided by the Funder to the recipient at the Recipient's written request.

13.3 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 five million pounds (£5,000,000) 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 (£5,000,000) in relation to any one claim or series of claims arising from the Project.

[Professional indemnity insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project] – [N.B. This cover is only required where the services provided by the Recipient give rise to an insurable risk, e.g. giving debt or financial advice.]

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

17.3 The Recipient shall indemnify and keep indemnified the Funder against all actions claims and losses of any description arising from the provision of the Project and this Agreement save to the extent caused or contributed to by the negligence of the Funder or its employee's agents or servants (including deliberate act or omission).

18. DURATION

18.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the expiry of the Grant Period.

18.2 Any obligations of the Recipient under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

19. TERMINATION

The Funder may terminate this Agreement and any Grant payments on giving the Recipient three months' written notice should it be required to do so by

financial restraints or for any other reason. Unless agreed to the contrary in writing by the Funder, no Grant Payments will be made during the said notice period.

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

22.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to the following addresses (or an address substituted in writing by the party to be served):

(i) Party 1: mentalhealthgrant@leics.gov.uk

(ii) Party 2: [ADDRESS].

22.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address; or
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- (c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

22.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

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 give notice to refer the matter to the senior representatives of the parties with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the Funder and the Recipient.

23.3 In the absence of agreement under clause 23.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

24. NO PARTNERSHIP OR AGENCY

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

25. JOINT AND SEVERAL LIABILITY

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

26. 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.

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

EXECUTED as a DEED
By the affixing of the COMMON SEAL
Of **LEICESTERSHIRE COUNTY COUNCIL**

In the presence of:
(Authorised Signatory)

EXECUTED as a deed by **[INSERT NAME OF RECIPIENT]** acting by two directors or by a director and its company secretary

Director signature:	
Name:	
Director / secretary signature:	
Name:	

OR

EXECUTED as a deed by **[INSERT NAME OF RECIPIENT]** acting by a director

Director signature:	
Name:	
in the presence of:	
Witness signature:	
Name:	
Address:	

Schedule 1 The Project

Recipients word document application form to be copied and pasted here

DO NOT COPY

Schedule 2 Payments

Payment Schedule as follows:

	Date	Amount
Instalment 1		
Instalment 2		
Total		

DO NOT COPY