

GRANT AGREEMENT

DATED: 17TH NOVEMBER 2014

Between

The Secretary of State, Ministry of Justice

and

Victim Support

for the purpose of operating the national

Homicide Service

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Signatories

THIS GRANT AGREEMENT is made on 17th November 2014

BETWEEN

- (1) **THE SECRETARY OF STATE, MINISTRY OF JUSTICE (Authority);** and
- (2) **VICTIM SUPPORT** [registered in England under Charity Number: 298028 and Company Number: 2158780], whose registered office is at Hallam House, Hallam Street, London, W1W 6JL (**Recipient**),

each a **party** and together the **parties**.

1. DEFINITIONS

In this Grant Agreement:

Authority means the Secretary of State for Justice;

Business Day means a day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London;

Commencement Date means the date for the commencement of the performance of the Grant Obligations. This shall be [**1st October 2014**] unless otherwise indicated by the Authority;

Equalities Legislation means the Equality Act 2010;

Good Industry Practice means that degree of skill, care, prudence and foresight and operating practice which would reasonably and ordinarily be expected from time to time of a skilled and experienced operator engaged in the same or similar type of undertaking as that of the Recipient;

Grant means the grant payable by the Authority to the Recipient under the terms of this Grant Agreement;

Grant Funding means the payment structure for the Grant set out in Schedule 2;

Grant Obligations means the obligations of the Recipient set out in this Grant Agreement. These include the Authority's requirements of the Recipient set out at:

Clauses 1 – 20.13

Schedule 1 – The Descriptive Document

Schedule 2 – Grant Funding

Schedule 3 - Additional Monitoring Information to be submitted to the Authority

Schedule 4 – Amendments and Additions to the Grant Obligations (including the Recipient's proposals set out in the Recipient's bid and in subsequent correspondence with the Authority, and requirements set out by the Authority in correspondence with bidders)

Schedule 5 – Exit Plan

Grant Period means the period from the Commencement Date to:

(a) the date of expiry set out in Clause 2 (Term); or

(b) following an extension pursuant to Clause 2 (Term) the date of expiry of the extended period;

or such earlier date of termination or partial termination of the Grant in accordance with the Law or the provisions of the Grant Agreement;

Intellectual Property Rights means patents, inventions, trade marks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off;

Losses means all damages, losses, liabilities, costs, expenses (including legal and other professional charges and expenses), and charges whether arising under statute, contract or at common law or in connection with judgments, proceedings, internal costs or demands;

Personnel means all employees, agents, consultants, partners, sub-contractors and consortium partners of either Party where these are involved in the delivery of the services under this Grant Agreement;

Recipient means the person, firm, organisation or company with whom the Authority enters into the Grant Agreement and includes the Recipient's Personnel.

2. **TERM**

This Grant Agreement shall take effect from the date of this Grant Agreement until 31st March 2017 or until terminated in accordance with Clause 7.

The Authority shall have the option to extend the term of this Grant Agreement beyond 31st March 2017 by up to a further twenty four (24) months. Such option may be exercised provided the Authority gives the Recipient notice of its intention to extend the term of the Grant Agreement no later than six (6) months before such initial period or extended period is otherwise due to expire.

The terms and conditions of this Grant Agreement shall apply to any extension of the Grant Agreement unless otherwise agreed in writing by the Parties.

3. **GRANT OFFER**

Subject to the Recipient complying with the terms and conditions set out in this Grant Agreement, the Authority shall pay the Grant to the Recipient in return for the performance of the Grant Obligations.

The Recipient acknowledges that the Authority agrees to fund it only for the amount, the Funding Period and for the Purpose specified in this Grant Agreement.

The Recipient is not permitted to charge, apply fees to or require payment from [those bereaved by Homicide] for any advice, guidance or related activity provided in connection with this Grant Agreement.

4. PAYMENT OF THE GRANT

4.1 Payments Structure

The Authority shall pay the Grant Funding to the Recipient as set out in Schedule 2, subject to the terms and conditions of the Grant Agreement.

4.2 Accounting and VAT

If any Grant Funding provided by the Authority is used to procure goods or services and VAT is included in the cost, the Recipient shall recover that VAT from HM Customs and Excise where it is recoverable and use it to deliver the services required under this Grant Agreement.

The Grant Funding is the total amount payable by the Authority and is inclusive of all Value Added Tax payable under the Value Added Tax Act 1994.

The Recipient shall account for the Grant on an accruals basis. This requires the cost of goods or services to be recognised when the goods or services are received, rather than when they are paid for.

4.3 Financial Administration

The following procedures will apply:

- (i) all references to "the financial year" shall, unless expressly indicated otherwise, refer to the Authority's own financial year, which runs from 1st April to 31st March;
- (ii) the Recipient shall maintain a bank account through which the Grant Funding shall be paid and shall promptly provide the Authority with details of it after the date of this Grant Agreement;
- (iii) the Recipient shall submit to the Authority annual signed accounts certifying that all sums paid under this Grant Agreement have been used in managing the Grant Obligations, within nine (9) months after the end of the Recipient's financial year;
- (iv) the Recipient's accounts shall be maintained in a clear format, with the Grant Funding shown as restricted funds, and the value and purpose of this funding shall be identified separately in the Recipient's signed accounts (or the notes to those accounts) and in the Recipient's Annual Report;
- (v) the Recipient shall provide additional monitoring returns and reports as detailed in the Descriptive Document at Schedule 1 and at Schedule 3 to this Grant Agreement;
- (vi) in the event of late or incorrect submission of monitoring information, the Authority shall not be liable to pay any outstanding claims for payment until

the relevant outstanding submission has been received and approved by the Authority; and

- (vii) the Recipient shall notify the Authority as soon as reasonably practical if it is forecast that not all of the grant funding payable for that financial year will be spent. Any Grant funds not spent in a financial year cannot be carried over to the following financial year except with the express consent of the Authority.

If the Recipient has any grounds for suspecting financial or other irregularity in the use of any Grant paid under this Grant Agreement, it must notify the Authority immediately, explain what steps are being taken to investigate the suspicion, and keep the Authority informed about the progress of the investigation.

4.4 Value for Money

The Recipient shall seek the most efficient way of meeting its Grant Obligations, including the use of volunteers and mentors and accommodating mainstream services to deliver any services that it provides as part of its Grant Obligations.

4.5 Advance and Recovery of Sums Due

Any sums advanced under this Grant Agreement will remain the property of the Authority until they are spent on the purposes for which they were provided. The Recipient shall not profit or make a surplus from the Grant Funding outlined in this Grant Agreement. All funding must be used for the explicit purpose of delivering the Grant Obligations and any Grant Funding not used for those purposes will be returned to the Authority in full.

If the Authority considers that there is a substantial variation between:

- (i) the Recipient's actual funding for and/or expenditure on the Grant Obligations; and
- (ii) the equivalent amounts forecast in the Recipient's budget forecast

the Authority may vary, withhold or recover funding payments in proportions that the Authority considers to be reasonable.

4.6 Sub-contractors

Where the Recipient enters into a sub-contract for the provision of any part of the requirement(s), the Recipient shall ensure that a term is included in the sub-contract which requires the Recipient to pay all sums due to the sub-contractor within a specified period not exceeding thirty (30) Days from the date of receipt of a valid invoice as defined by the terms of that sub-contract.

5. MANAGEMENT

- (a) The Recipient shall:
 - (i) ensure that in managing the Grant Obligations it complies, and shall at all times comply (and shall ensure that any person acting on its behalf complies and shall at all times comply) with all laws in force at the time, and in particular that it (and any person acting on its

behalf) shall not commit any act of discrimination (either direct or indirect) rendered unlawful by Equalities Legislation; and

(ii) take all necessary steps to secure the health, safety and welfare of all persons involved in delivering the Grant Obligations.

(b) The Recipient shall not engage an employee of the Authority in any capacity relating to the Grant Obligations, paid or unpaid, without the prior written consent of the Authority.

(c) The Recipient is required to acknowledge the financial support of the Authority in any publicity produced, in a form which shall have the Authority's prior written approval.

(d) The Authority reserves the right to withhold all or any payments of the Grant Funding if the Authority has reasonably requested information or documentation from the Recipient and this has not been received by the Authority in the timescales reasonably required.

6. DISPUTES

(a) The parties shall negotiate in good faith to resolve any dispute arising out of this Grant Agreement and shall escalate that dispute to senior levels within their organisation if it cannot be resolved by the individuals with day to day responsibility for the Grant.

(b) If the parties are unable to resolve a dispute within twenty (20) Business Days pursuant to Clause 6(a), that dispute shall be referred to mediation. The mediation shall be conducted by a single mediator appointed by the parties or, if the parties are unable to agree on the identity of the mediator within fifteen (15) Business Days after the date of the decision to resolve the dispute by mediation, or if the person appointed is unable or unwilling to act, the mediator shall be appointed by the Centre for Effective Dispute Resolution (CEDR) in London on the application of either party. The mediation shall be conducted in a mutually convenient venue as agreed between the parties and the mediator pursuant to a procedure established by the mediator in his absolute discretion. Mediation does not limit the rights and remedies of the parties in any future proceedings. The costs of the mediation, including the fees and expenses of the mediator shall be borne equally by the parties. Any costs paid by the Recipient shall not be paid from the Grant Funding.

7. TERMINATION

7.1 Authority Termination

The Authority may, if required by changes in policy considerations, budgetary or financial constraints or if a change in the law makes it necessary for the Authority to discontinue funding to the Recipient, terminate this Grant Agreement at any time provided that it has given the Recipient at least three months' prior written notice.

7.2 Termination on Insolvency

Without prejudice to Clause 7.4, the Authority may terminate this Grant Agreement with immediate effect by giving notice in writing, and reclaim from the Recipient any

of the sums paid which have not been spent by the Recipient in meeting its Grant Obligations, if:

- (i) the Recipient is dissolved for any reason including, without limitation, insolvency, a winding up order or the appointment of a receiver or administrator, or
- (ii) the Recipient enters into any compromise or other arrangement of its debts with its creditors (in which case the Recipient shall notify the Authority immediately in writing), or
- (iii) the Recipient is likely, in the view of the Authority, to become unable to pay any of its debts.

7.3 Termination on Material Breach

(a) If the Recipient commits a material breach of this Grant Agreement which is not capable of remedy, the Authority may terminate this Grant Agreement with immediate effect by giving notice in writing.

(b) If the Recipient commits a material breach of this Grant Agreement which it is able to remedy, the Authority shall notify the Recipient in writing setting out how the breach is to be remedied by a reasonable deadline. If the material breach is not remedied within that deadline, the Authority may, by giving further written notice, terminate the Grant Agreement with immediate effect.

7.4 Rights and Obligations on Termination

(a) On termination of this Grant Agreement (whether by notice, expiry or otherwise) the Recipient shall, as soon as reasonably practicable:

- (i) return to the Authority any assets or property purchased with the Grant Funding or any unused Grant Funding (unless the Authority gives its written consent to their retention or requests their disposal); and
- (ii) immediately refrain from holding itself out in any manner whatsoever as having any ongoing connection with the Authority in connection with the Grant Obligations.

(b) The termination of this Grant Agreement shall not prejudice or affect any right of action which either party might have against the other.

(c) In no circumstances shall the Authority be liable to make any redundancy payment or pay for any termination costs incurred by the Recipient as a result of this Grant Agreement being terminated other than in the circumstances set out in 8.6 below.

7.5 Reasonableness

The Authority will act reasonably and proportionately in all the circumstances when exercising its rights under this provision to terminate on notice where such breach has occurred.

7.6 Sub-contractors

The Authority may at any time serve notice upon the Recipient requiring it to cease using a particular sub-contractor or consortium member; the Authority will only do so where it has reasonable grounds to object to the continued use of such a sub-contractor or consortium member. Any such notice will be cognisant of the terms of the Recipient's sub-contract or agreement.

8. EFFECTS OF TERMINATION OR EXPIRY

8.1 Twelve (12) months prior to expiry, or on termination of this Grant Agreement and at intervals thereafter stipulated by the Authority (not to be more frequent than every thirty (30) days) and for a period of four (4) months after such expiry or termination date the Recipient shall fully and accurately:

(a) Provide such information as may reasonably be required by any alternative provider or the Authority to assist the transfer of the Grant Obligations and/or staff to an alternative provider; and

(b) Subject to the provisions of the Data Protection Act 1998, provide such information if any as the Authority may reasonably require to meet the requirements of the Transfer of Undertakings (Protection of Employment) Regulations 2006, and any relevant guidance issued by or applicable to the Authority including but not limited to:

(i) All material facts and matters relating to or concerning the employment of any of the Recipient's Personnel or former Personnel including but not limited to their respective ages, length of service, notice periods, location, nature of role, all terms and conditions of employment benefits policies or other agreements or arrangements or understandings in respect of each of them and any variation thereto agreed with or imposed upon any of the Recipient's Personnel or former Personnel within a period of six (6) months preceding the date of termination or expiry;

(ii) All material facts and matters relating to all or any collective agreements, arrangements or other understanding which the Recipient or its Agents has with any trade union, staff association or other body representing any of the Staff;

(iii) Full details of any written representations or statements made by the Recipient or the Agents to any of the Recipient's Personnel or former Personnel (or their unions or other representatives) in any way connected with or concerning employment with the Authority;

8.2 The Recipient will provide the Authority with up to date information immediately when it becomes aware that any of the information it provided pursuant to Clause 8.1 has become untrue, inaccurate or misleading.

8.3 On termination or expiry of this Grant Agreement, the Recipient shall indemnify and keep indemnified the Authority against any claim liability expense or demand made by and on behalf of any member of the Recipient's Personnel, or former member of Personnel or group of Personnel or group of any former member of Personnel which may be incurred by the Authority as a result of anything done or omitted to be done in relation to the employment of such Personnel or former member of Personnel the Recipient or the Agents, arising prior to the date that the Grant Agreement expired or was terminated. The Authority shall be entitled to assign the benefit of the indemnities contained in this paragraph 8.3 to any future recipient.

8.4 In the event of the termination or expiry of this Grant Agreement in part or whole at any location, there shall be a financial reconciliation between the Authority and the Recipient within three (3) months of that cessation to determine if the Authority has paid Grant monies that exceed the Recipient's actual expenditure. Where such sums are identified as a result of this reconciliation, they shall either be returned to or paid out by the Authority within ten (10) working days of the sums being agreed between the Parties or, failing agreement, determined pursuant to Clause 6.

8.5 In the event of termination the Authority may consider entering into an agreement directly with an agent with whom the Recipient has an agreement or propose an alternative provider for the services required in this Grant Agreement.

8.6 The Authority shall indemnify and keep indemnified the Recipient in respect of all costs incurred by it in connection with the redundancy of any member of the Recipient's Personnel, where such redundancy arises solely and directly from either:

8.6.1 A change to this Grant Agreement recorded in a grant variation letter;
or

8.6.2 Early termination of the Grant Agreement by the Authority under Clause 7.1.

8.7 For the purposes of Clause 8.6, any costs paid by the Authority will be limited to the amount of statutory redundancy pay and payment of salary and benefits during Staff's notice periods accrued by the Staff in question during the currency of this Grant Agreement, or any immediately preceding continuous employment on Authority-funded services.

8.8 During the twelve (12) months prior to the end of the Grant Period the Recipient shall not (and shall procure that any sub-contractor shall not) without the prior consent of the Authority (such consent not be unreasonably withheld or delayed):

(a) amend or vary (or purport or promise to amend or vary) the terms and conditions of employment or engagement (including, for the avoidance of doubt, pay) of any Recipient's Personnel (other than where such amendment or variation has previously been agreed between the Recipient and the Recipient's Personnel in the normal course of business, and where any such amendment or variation is not in any way related to the transfer of the Grant Obligations);

(b) terminate or give notice to terminate the employment or engagement of any of the Recipient's Personnel (other than in circumstances in which the termination is for reasons of misconduct or lack of capability);

(c) transfer away, remove, reduce or vary the involvement of any of the Recipient's Personnel from or in the provision of the Grant Obligations (other than where such transfer or removal:

(i) was planned as part of the individual's career development;

(ii) takes place in the normal course of business; and

(iii) will not have any adverse impact upon the delivery of the Grant Obligations by the Recipient;

PROVIDED THAT any such transfer, removal, reduction or variation is not in any way related to the transfer of the Grant Obligations);

(d) recruit or bring in any new or additional individuals to provide the Grant Obligations who were not already involved in providing the Grant Obligations prior to the relevant period.

9. PROHIBITED ACTIVITIES

The Recipient shall not use any of the Grant Funding made available to it through the Authority for any purpose other than managing the Grant Obligations and shall specifically not use any Grant Funding for the purpose of supporting, directly or indirectly, any organisation or activity which is likely to bring the Authority into disrepute or for supporting, directly or indirectly, any party political organisations or activities.

10. INSURANCE

The Recipient shall ensure that it has adequate insurance coverage (including but not limited to public liability insurance) in place, and shall provide evidence of that insurance to the Authority on request and shall ensure that any of its subsidiaries and sub-contractors or other consortium members which deliver Grant Obligations also have adequate insurance.

11. INDEMNITY

11.1 The Authority accepts no liability to the Recipient or to any third party for any Losses arising as a result of/or in connection with the Grant Obligations however they are incurred (other than for fraud, or personal injury or death caused by the Authority's negligence).

11.2 The Recipient agrees to indemnify the Authority against any Losses, however incurred, arising as a result of/or in connection with the Grant Obligations which have come about due to the Recipient's wrongdoing, misuse of Grant Funding or negligence.

12. DATA PROTECTION ACT 1998

The Recipient shall be the data controller or data processor (depending on agreement with the individual data supplier) of the data received in its performance of the Grant Obligations. In acquiring and processing that data it will comply with relevant legislation e.g., the Data Protection Act 1998.

13. CONFIDENTIALITY

13.1 The Recipient shall keep secret and not disclose and procure that its employees, sub-contractors and Agents and any other consortium members keep secret and do not disclose any information of a confidential nature which it has obtained by reason of this Grant Agreement. Nothing in this clause applies to information which is already in the public domain or the possession of the Recipient other than by reason of breach of this Clause.

13.2 The Recipient shall ensure that any personal information disclosed to it in the course of delivering this Grant Agreement is treated as confidential and should only be disclosed to a third party in accordance with the provisions of the Data Protection Act 1998.

13.3 The Recipient shall not use any information which it has obtained as a result of delivering the requirements (including, without limitation, any information relating to any Client) in any way which is inaccurate or misleading.

13.4 The provisions of this Condition shall survive the termination of this Grant Agreement, however that occurs.

14. TRANSPARENCY AND INFORMATION

14.1 The Recipient shall keep an accurate record of all expenditure in connection with this Grant and shall retain all invoices, receipts, accounting records and any other relevant documents relating to the expenditure of Grant Funding for a period of at least six years after the completion of the Grant Obligations, or two (2) Years after the end of the grant period, whichever is the longer. These must be made available at any reasonable time for inspection by any officer or officers of the Authority, the National Audit Office or their nominees, without charge.

14.2 The Recipient shall act in a fair, open and non-discriminatory manner in all purchases of goods and services.

14.3 The Recipient shall, and shall procure that its subsidiaries and subcontractors shall, permit representatives of the Authority to examine the economy, efficiency and effectiveness with which the Recipient has used the Grant Funding.

14.3 The Recipient shall, without charge, permit any officer or officers of the Authority, the National Audit Office or their nominees, to visit its premises and/or inspect any of its activities and/or to examine and take copies of the Recipient's books of account and all other documents or records as in that officers' view may relate to the use of the Grant Funding provided. In addition, the Recipient shall co-operate with any examination carried out by the Comptroller and Auditor General into the economy, efficiency and effectiveness with which the Grant Funding provided have been used.

14.4 Where the Recipient is working with partners, subsidiaries or subcontractors the Recipient shall be obliged to obtain from these bodies:

- a. certified copies of the accounting documents (where these are legally required) justifying income and expenditure incurred by the partners in relation to the project concerned
- b. an annual, written statement detailing how the money was spent; and

- c. a signed undertaking that the partner will retain such documents for the period prescribed above.

15. ACCESS TO DATA

The Recipient shall permit, and shall impose on its partners, subsidiaries and sub-contractors and an obligation to permit, representatives of the Authority to examine the de-personalised data collected for the purposes of evaluation and ongoing performance monitoring

16. FREEDOM OF INFORMATION

The parties acknowledge that the Authority is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and both parties shall facilitate the Authority's compliance with the FOIA, any subordinate legislation made under the FOIA and any guidance issued by the Information Commissioner, subject, where relevant, to the Recipient complying with the requirements of the Data Protection Act in its dealings with any requests from the Authority.

17. INTELLECTUAL PROPERTY RIGHTS

17.1 The Recipient shall grant to the Authority at no cost an irrevocable, royalty-free perpetual license to use and sub-license the use of any material, documentation or report created by the Recipient under the terms of this Grant Agreement for such purposes that the Authority shall deem appropriate for the benefit of victims and witnesses.

17.2 The Recipient shall seek approval from the Authority prior to using the Authority's logo when acknowledging the Authority's financial support of its work.

17.3 The Recipient shall ensure that it has the right to use any documentation, computer hardware / software or any material of any sort whatsoever used to deliver the requirement(s) provided under this Grant Agreement. The Recipient shall indemnify the Authority against all claims, proceedings, damages, actions, expenses, legal costs (on a solicitor and client basis) and any other sort of liabilities arising from the use of any such items in the delivery of the requirement.

18. PERSONNEL

The Recipient shall ensure that all reasonable steps have been taken to ensure that it and anyone acting on its behalf shall possess all the necessary qualifications, licences, permits, skills and experience to discharge their responsibilities effectively, safely and in conformance with all relevant law for the time being in force (so far as binding on the Recipient).

The Recipient shall ensure that all staff employed have the right to work in the United Kingdom under applicable immigration Law.

The Recipient shall ensure that any person employed or engaged in the provision of the Grant Obligations has undertaken a criminal records check by means of a Disclosure and Barring Service (DBS) check. The Recipient shall ensure that no person who discloses that he/she has a relevant conviction, or is found by the Recipient to have a relevant conviction (whether as a result of a police check or

through the criminal records disclosure check or otherwise) is employed or engaged in the provision of the Grant Obligations.

Where the Authority deems it necessary the Recipient shall provide a list of Personnel who will be undertaking regulated activity according to the Protection of Freedoms Act 2012. The Authority may in its sole discretion require any person employed or engaged by the Recipient who has not been subjected to the necessary checks by the Disclosure and Barring Service to be prevented from involvement in delivering the Grant Obligations.

19. EXIT PLAN

The Recipient shall prepare an exit strategy and accompanying high level plan for the Grant Agreement and submit them for agreement by the Authority by 31st March 2015.

Once agreed, these items will be incorporated into the Grant Agreement as a new Schedule 5 in accordance with the change process outlined in Clause 20.9.

The exit strategy and initial high level plan will set out the provisions for exiting the Grant Agreement in a controlled manner and where appropriate handing over activity to a new recipient. This should include any post termination support and activity required. During the life of the Grant Agreement the Recipient and Authority will review the exit strategy and plan and the Recipient shall develop these to ensure that they are workable and practical.

The Recipient shall fully cooperate with the Authority and any new recipient during the exit and handover and meet all reasonable requests for support within reasonable timescales.

The Recipient will include in the exit strategy its arrangements for building a reserve to cover termination costs, and provide an indication of any reasonable costs that the Authority may be expected to pay in the event of early termination. The Authority will consider such information, but does not commit in advance to pay any costs arising from early termination.

20. MISCELLANEOUS

20.1 Interpretation

(a) In this Grant Agreement any reference, express or implied, to an enactment (which includes any legislation in any jurisdiction) includes:

(i) that enactment as amended, extended or applied by or under any other enactment (before, on or after the execution of this Grant Agreement);

(ii) any enactment which that enactment re-enacts (with or without modification); and

(iii) any subordinate legislation made (before, on or after the execution of this Grant Agreement) under that enactment, including (where applicable) that enactment as amended, extended, or applied as described in Clause 20.1(a)(i), or under any enactment which it re-enacts as described in Clause 20.1(a)(ii).

(b) In this Grant Agreement:

(i) any reference to a **person** includes a body corporate, unincorporated association of persons (including a partnership), government, state, agency, organisation, and any other entity whether or not having a separate legal personality and an individual, his estate and personal representatives;

(ii) any reference to a party to this Grant Agreement includes a reference to the successors or assigns (immediate or otherwise) of that party.

(c) In this Grant Agreement each reference to indemnifying any person against any event, matter or circumstance shall be construed as a reference to indemnifying that person in full and holding that person harmless on an after Tax basis from and against all Losses suffered or incurred by that person, in each case arising out of any and all claims (whether or not successful, compromised or settled), actions, demands, proceedings or judgments which may be instituted, made, threatened, alleged, asserted or established in any jurisdiction against or otherwise involving that person, including Losses suffered or incurred in establishing a right to be indemnified under this Grant Agreement, and indemnified and indemnify and similar expressions shall be interpreted accordingly.

(d) If there is any conflict or inconsistency between any of:

(i) a term in the main body of this Grant Agreement;

(ii) a term in any of the Schedules;

(iii) a term in any of the Annexes to the Schedules; and

(iv) any term included in any other document incorporated by reference into this Grant Agreement,

the term falling into the category first appearing in the list above shall, unless expressly stated otherwise, take precedence.

20.2 Announcements

The Recipient shall not make or authorise any:

(a) public or private announcement; or

(b) communication

concerning this Grant Agreement without the prior written consent of the Authority.

Neither party shall refer to or use any:

(a) business name; or

(b) trade mark of the other party in any promotional communications without the prior written consent of the other party, except where required by law.

20.3 Notices

Any notice or other communication to be given under this Grant Agreement to a party must be in writing and must be delivered or sent by post or email to the party to whom it is to be given at its address set out below:

to the Authority at: Ministry of Justice, Justice Reform, 102 Petty France,
London, SW1H 9AJ

Marked for the attention of: [REDACTED] Grant Manager

To the Recipient at: Hallam House, Hallam Street, London, W1W 6JL

Marked for the attention of: [REDACTED] Director Homicide Service

Any notice or other communication sent by post shall be sent by prepaid first class recorded delivery post (if within the United Kingdom) or by prepaid airmail (if elsewhere).

Any notice or other communication shall be deemed to have been given:

- (a) if delivered, on the date of delivery;
- (b) if sent by post, on the second (2nd) Business Day after it was put into the post.

This Clause 20.3 shall not apply in relation to the service of any claim form, notice, order, judgement or other document relating to or in connection with any proceedings, suit or action arising out of or in connection with this Grant Agreement.

20.4 Entire Agreement

(a) This Grant Agreement (and the schedules to it) contains the whole agreement between the parties relating to the transactions contemplated by this Grant Agreement and supersedes all previous agreements between the parties relating to these transactions. Except as required by statute, no terms shall be implied (whether by custom, usage or otherwise) into this Grant Agreement.

(b) Each party acknowledges that, in agreeing to enter into this Grant Agreement, it has not relied on any express or implied representation, warranty, collateral contract or other assurance (except those set out in this Grant Agreement and the documents referred to in it) made by or on behalf of the other party at any time before the signature of this Grant Agreement.

(c) Each party waives all rights and remedies which, but for Clause 20.4(b), might otherwise be available to it in respect of any express or implied representation, warranty, collateral contract or other assurance.

20.5 Third Party Rights

A person who is not a party to this Grant Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

20.6 Waiver

(a) The rights of each party under this Grant Agreement:

- (i) may be exercised as often as necessary;
- (ii) except as otherwise provided by this Grant Agreement, are cumulative and not exclusive of rights or remedies provided by law; and
- (iii) may be waived only in writing and specifically.

(b) Delay in the exercise or non-exercise of any right is not a waiver of that right. A waiver of any right or remedy arising from a breach of this Grant Agreement shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of this Grant Agreement.

(c) No waiver by the Authority shall be effective unless it is communicated to the Recipient in writing.

20.7 No partnership or agency

At all times during the term of this Grant Agreement, the Recipient shall be independent of the Authority and nothing in this Grant Agreement shall be construed as creating a partnership, a contract of employment or a relationship of principal and agent between the Authority and the Recipient and accordingly neither the Authority nor the Recipient shall be authorised to act in the name of, or on behalf of, or otherwise bind the other party save as expressly permitted by the terms of this Grant Agreement.

20.8 Severability

The provisions contained in each Clause and paragraph of this Grant Agreement shall be enforceable independently of each of the others and their validity shall not be affected if any of the others is invalid. If any provision is void but would be valid if some part of the provision were deleted, the provision in question shall apply with any modification as may be necessary to make it valid.

20.9 Amendments

No amendment of this Grant Agreement shall be binding on the parties unless set out in writing, expressed to amend this Grant Agreement and signed by an authorised representative of each of the parties.

20.10 Costs

Each party shall pay the costs and expenses incurred by it in connection with the entering into of this Grant Agreement.

Where this Grant Agreement provides for the Authority to pay costs to the Recipient, the Recipient shall be entitled to recover those costs from the Authority provided that it demonstrates, to the reasonable satisfaction of the Authority, that the costs incurred could not reasonably be mitigated or recovered by the Recipient acting in accordance with Good Industry Practice.

20.11 Assignment

The Recipient may neither assign nor subcontract the managing of the whole or any part of the Grant Obligations without the prior written approval of the Authority.

20.12 Counterparts

This Grant Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any party (including any duly authorised representative of a party) may enter into this Grant Agreement by executing a counterpart.

20.13 Governing Law and Jurisdiction

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

Subject to the Dispute Resolution Procedure, the courts of England shall have exclusive jurisdiction to settle any dispute, claim or controversy arising out of or in connection with this Grant Agreement (including a dispute, claim or controversy relating to any non-contractual obligations arising out of or in connection with this Grant Agreement) and the parties accordingly submit to the exclusive jurisdiction of the English courts.