

ANNEX 2: Sample DCMS Standard terms and conditions of Grants. Please note that these are sample terms and conditions and as such are subject to change before finalisation. Annexes 1 and 3 referred to in this document are not attached to this sample of Terms and Conditions).

Definitions

- 1) In these terms and conditions:
 - a) **Accountable Officer** is the person You appoint in accordance with clause 22);
 - b) **Agreement** or **Grant Agreement** means the Agreement specified in the Grant Offer Letter, including these terms and conditions and any other Annexes and appendices notified in the Grant Offer Letter;
 - c) **Asset** means any asset that is to be purchased or developed using Grant funds, including equipment or fixed assets;
 - d) **Cash Flow Profile** is defined in clause 17);
 - e) **Claim** is defined in clause 12);
 - f) **Compact** means the document entitled “The Compact – The Coalition Government and civil society organizations working effectively in partnership for the benefit of communities and citizens in England” published on www.gov.uk;
 - g) **Eligible Expenditure** are the costs specified in Annex 1 to the Agreement; (please note that this Annex is not included in this sample of Terms and Conditions)
 - h) **Event of Default** is defined in clause 53);
 - i) **Financial Irregularity** includes, regardless of the amount, any fraud, other impropriety, or mismanagement in relation to the Grant or the Project, including the use of the Grant for purposes other than the Project;
 - j) **Financial Year** means the period running from the 1st April to 31st March in the following year;
 - k) **Funding Period** means the period for which the Grant is awarded, starting on the date of this Grant Agreement and ending at the end of the Financial Year in which the last Tranche is payable;
 - l) **Grant** means the grant payable by Us to You as set out in the Grant Offer Letter under the terms of the Grant Agreement;
 - m) **Grant Offer Letter** means the letter from Us to You offering You a Grant for the Project;
 - n) **Information Acts** means the Freedom of Information Act 2000, the Data Protection Act 2018, the General Data Protection Regulation (EU 2016/679), and the Environmental Information Regulations 2004;
 - o) **Intellectual Property Rights** means all copyright, patents, trade marks, database rights, design rights, goodwill, know-how and all other intellectual property rights, whether registered or unregistered, in any part of the world;
 - p) **Managing Public Money** means the guidance issued by the Treasury in August 2015 concerning the proper use of public funds, and includes any subsequent updates to that guidance from time to time;
 - q) **Payment Request Form** is the form specified in the Grant Offer Letter;

- r) **Parties** means You and Us, and each a **Party**;
- s) **Project** means the project described in the Annex 1 to the Agreement; (please note that this Annex is not included in this sample of Terms and Conditions)
- t) **Reference Rate** means the base rate as calculated in accordance with the Communication from the European Commission on the revision of the method for setting the reference and discount rates (OJ C14, 19.01.2008, p.6) and published by the European Commission in the Official Journal;
- u) **Revised Cash Flow Profile** is defined in clause 18);
- v) **Tranche** means the tranches of Grant specified in the Agreement;
- w) **We, Us** and **Our** means the Secretary of State for Digital, Culture, Media and Sport and includes those officials and employees acting on behalf of the Secretary of State; and
- x) **You** and **Your** means the organisation that We are giving the Grant to, as specified in the Grant Offer Letter, and includes officials, employees and agents acting for You.

2) In these terms and conditions:

- a) references to numbered clauses are references to the relevant clause in these terms and conditions;
- b) any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- c) the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- d) any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- e) the word 'including' shall be understood as meaning 'including without limitation'.

Provision of Grant

- 3) Subject to You complying with the terms and conditions set out in the Grant Agreement, We agree to pay to You the Grant in respect of Eligible Expenditure incurred by You in the Tranches and in the Financial Years set out in this Grant Agreement.
- 4) The Grant must be used solely for the purposes set out in the Project Description and must not be applied other than in accordance with the terms of this Grant Agreement. You must not make any material change to the Project without Our prior written consent.
- 5) Each Tranche must only be used by You to offset Eligible Expenditure incurred in connection with the Project in the Financial Year for that Tranche. You may not retain any unspent portion of a Tranche that has not been used by the end

of the Financial Year to which the Tranche relates, without Our written permission.

- 6) Each Tranche may not be used to fund any other expenditure (including expenditure other than for the Project or expenditure for the Project incurred outside of the relevant Financial Year for the Tranche in question).
- 7) Where You receive funding from a third party in relation to the Project, You must notify Us promptly and provide Us with details of the amount and purpose of the funding.

Eligible Expenditure and VAT

- 8) Only costs incurred in respect of those goods and services physically received in the Financial Years specified are Eligible Expenditure for the purposes of this Grant Agreement. Costs incurred in respect of any goods or services received outside the Financial Years specified or to a total value greater than that set out in the Grant Offer Letter for any one Financial Year (or in total) are not Eligible Expenditure.
- 9) Eligible Expenditure is limited, in all cases, to costs which:
 - a) are incurred between the date You sign the Grant Offer Letter and the end of the Financial Year for the last Tranche payable
 - b) are net of VAT recoverable by You from HM Revenue and Customs; and
 - c) are gross of unrecoverable VAT.
- 9) You acknowledge that the Grant is not consideration for any taxable supply to Us for VAT purposes. In the event VAT is held to be chargeable, all Grant payments made by Us to You shall be deemed to be inclusive of any VAT, and you understand that Our obligation does not extend to paying You any amounts in respect of VAT in addition to the Grant.

Payment of Grant

- 10) You acknowledge that the amount specified in the Grant Offer Letter is the total amount of Grant that We may pay and that this amount will not be increased as a result of any overspend or otherwise. You must promptly repay any money incorrectly paid to You by Us, either as a result of an administrative error or otherwise.
- 11) The Grant will not be paid in advance of need. *(Note: there is a possibility to vary this clause if there is a genuine programme requirement and a proof of need is supplied.)*

- 12) The Grant will be payable in instalments in arrears by Us on the last working day of the month in response to a request for payment from You (a “**Claim**”). You must submit all Claims to Us using the **Payment Request Form** annexed to the Grant Offer Letter by the 10th working day of the month.
- 13) We may request and You must supply proof of expenditure and any other supporting documentation and information in addition to the Payment Request Form as We may require.
- 14) We will pay instalments of the Grant only if We are satisfied that all supporting information in connection with the Claim has been supplied to Our satisfaction.
- 15) We do not commit to renew or continue financial support to You after the Funding Period has ended.
- 16) If any part of the Grant remains unspent on conclusion of the Project, You shall ensure that any unspent funds are returned to Us.

Forecasts

- 17) You must provide Us with an anticipated spend on the Project (the “**Cash Flow Profile**”) at least one month before the first Claim is submitted to Us in each Financial Year for the Grant. We may request and You must provide such additional information as We may reasonably require in addition to the Cash Flow Profile.
- 18) In the event of any changes to the Cash Flow Profile, You must provide Us with a revised Cash Flow Profile (the “**Revised Cash Flow Profile**”) by 30th November for the remainder of that Financial Year, taking into account any over or underspend which has occurred.
- 19) If an overspend has occurred, We may delay or defer payment of any excess spending above the Cash Flow Profile.
- 20) If an underspend has occurred, and if You consider that the Cash Flow Profile for the remainder of the Financial Year is uncertain at that date, You must provide two forecasts: one showing the most likely Revised Cash Flow Profile and the other the maximum possible Revised Cash Flow Profile. You must also submit such supporting and explanatory information as We may reasonably require.
- 21) Once the Revised Cash Flow Profile or Profiles for a Financial Year has been submitted no further funding above the highest of those submitted Profiles will be available for that Financial Year except at Our discretion.

Accountability

22) Prior to the submission of the first Claim, You must confirm to Us the appointment of an Accountable Officer to be responsible for ensuring that You spend the Grant in a manner which complies with the terms and conditions of the Grant Agreement.

23) In particular the Accountable Officer must :

- a) advise You on the discharge of Your responsibilities under this Grant Agreement and under any subsequent terms and conditions agreed by You and Us, or any guidance or other information notified by Us;
- b) safeguard, control and ensure the efficient, economical and effective management of the Grant;
- c) seek to ensure that financial considerations, including any issues of propriety, regularity and value for money are taken into account at all stages in relation to the Grant;
- d) be responsible for signing the accounts relating to the Grant, ensuring that they are properly prepared and presented and that proper accounting records are maintained in such form as is suitable to Your requirements as well as complying with generally accepted accounting practices to which You are subject;
- e) ensure that conflicts are avoided, or, where they do arise, immediately inform Our Accounting Officer of the situation before proceeding further; and
- f) not assign absolutely to any person the responsibilities set out in this clause, although day-to-day duties may be delegated to appropriate members of Your staff (including the signing of the Payment Request Forms);
- g) You must notify Us in advance of any change of appointment of Accountable Officer.

24) You remain responsible for compliance with the conditions of this Grant Agreement in relation to the entire Grant, regardless of whether you work in partnership with another organisation or individual, or sub-grant or delegate any part of the delivery of the Project.

25) You must ensure that any organisation or individual You partner with, sub-grant to, or delegate to, in the course of delivering the Project, is subject to the same obligations with regard to Grant funds as are imposed upon You in this Grant Agreement, or such different obligations as We agree in writing.

Monitoring and Reporting

26) The Grant is offered on condition that You:

- a) provide Us with a written financial report and written operational report on Your use of the Grant and the progress with the Project every quarter or at such other interval as We reasonably require, including targets, outcomes, expenditure

monitoring arrangements and performance measures, in accordance with the terms of the Grant Offer Letter and in such format as We reasonably require. Delay in providing the required information may lead to Your Grant payments being withheld, reduced or withdrawn;

- b) at Our request, provide Us with such further information, explanations and documents as We may reasonably require in order to determine whether the conditions of this Grant Agreement have been complied with;
- c) permit any person authorised by Us such reasonable access to Your employees, agents, premises, facilities and/or records, as We may reasonably require in order to determine whether the conditions of this Grant Agreement have been complied with;
- d) permit Our representatives to observe Your management / trustee / steering group meetings whenever these meetings are to discuss the Project; and
- e) retain copies of all papers and minutes of management committee / trustee / board / steering group meetings whenever these papers and minutes relate to work funded by the Grant. Copies of such information must be made available to Us, on request.

27) If You experience financial or other difficulties which may have a material impact on the effective delivery of the Project You must notify Us as soon as possible so that, if possible and without creating any legal obligation, We will have an opportunity to provide assistance in resolving the problem or take action to protect the Grant funds.

28) Throughout the Grant Period, You must maintain an internal audit function which will operate in accordance with the International Standards on Auditing (UK and Ireland) in force from time to time, or such other audit function as agreed in writing by Us.

29) You must comply with (and facilitate Our compliance with) all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to You and Us.

30) You must permit (and comply with) any surveys of management controls and systems, including internal audit reviews, as may be required by Us.

31) You must present the Payment Schedule (Annex 3) and the Eligible Expenditure form (Annex 1) to Your external auditors/accountants for certification. The external auditors/accountants' report should state whether, in their opinion, the Grant was applied in accordance with this Grant Agreement. (Please note that this Annex is not included in this sample of Terms and Conditions).

32) Your Chief Executive (or equivalent) should ensure that the systems governing the Grant funding are subject to independent review.

33) The systems in place to govern the Grant funding should be appropriate to the size of Your organisation, the level of the Grant, risk to the public funds provided and cost of the review. These arrangements may be reviewed by Us in line with HM Treasury's Public Sector Internal Audit Standards.

Annual Grant Review

34) The Grant will be reviewed annually and the review will take into account Your delivery of the Project against agreed outputs of the Grant Agreement. As part of the annual review We will have regard to the reports produced by You in accordance with the Grant Agreement.

35) Each annual review may result in Our making a recommendation that:

- a) the Project and Grant Agreement continue in line with existing plans;
- b) there should be an increase or decrease in Grant funding for the subsequent Financial Year;
- c) the agreed outputs should be re-defined and agreed;
- d) We should recover surplus funding;
- e) the Grant Agreement should be terminated.

36) You may make representations to Us regarding any recommendations made in accordance with clause 35). We are not however obliged to act on such representations when making Our recommendation and any recommendation will be final and at Our absolute discretion

Financial Management and Controls

37) You must maintain to Our satisfaction an appropriate system of financial management and control, and in particular You must:

- a) pay the Grant into a separate, designated bank account in Your name, which must be an ordinary business bank account, and not transfer any part of the Grant to other bank accounts except as necessary to carry out the Project;
- b) keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant funds You receive, and ensure all invoices, receipts, accounting records and other documents relating to the use of the Grant are kept for a period of at least seven years after the last payments financed by this Grant;
- c) ensure that a record is kept of all special payments (including ex-gratia payments) as defined in Managing Public Money and losses of cash or equipment and that these are suitably recorded in the statement of accounts for each Financial Year;
- d) ensure that a record is kept of gifts and hospitality, funded by the Grant;

- e) introduce and maintain a sound system of internal controls, including formal procedures and processes for the identification and management of risk including safeguards against fraud, theft and waste, and ensure that the system is subject to independent review;
- f) comply with such other relevant guidance on the administrative practices relating to the expenditure of public funds as notified by Us;
- g) ensure that all officers, employees and other persons engaged or consulted in connection with this Agreement know that they must avoid conflicts of interest. You must establish formal procedures obliging all such persons to declare any actual or potential personal or financial interest in any matter concerning this Agreement, and to be excluded from any discussion or decision making relating to the matter concerned;
- h) ensure that any purchases of equipment, goods and services are based on value for money i.e. quality (or fitness for purpose) and delivery against price.

Accounts

- 38) You must keep proper books of accounts. You must open Your accounts to inspection by the Comptroller and Auditor General if requested for the purposes of any examination, under section 6(1) of the National Audit Act 1983, of the economy, efficiency and effectiveness with which You have used Your resources.
- 39) We and persons authorised by Us, as well as the Comptroller and Auditor General, his staff at the National Audit Office and agents and advisers (the “**NAO**”) may examine such documents as We or they may reasonably require which are owned, held or otherwise within Your control and may require You to produce such oral or written explanations as We or the NAO may reasonably consider necessary. You must ensure that Your employees, agents and contractors produce such explanations.
- 40) You must show the Grant as restricted funds in Your accounts; the Grant must not be included in general funds.
- 41) You must identify separately the value and purpose of the Grant in Your audited (or where permitted under charity law, independently examined) accounts (or in the notes thereto) and in Your Annual Report, and must, at Our request, send Us a copy of such accounts and Annual Report for each Financial Year in which the Grant is paid.
- 42) Where the Grant funding allows for capital spend, You must keep a register of fixed assets acquired or improved with the Grant.

- 43) Where You are a company registered at Companies House and/or a registered charity, You must file Your annual return and accounts by the dates specified by Companies House and the Charity Commission respectively.
- 44) You must provide Us with copies of Your annual return, accounts and charity annual return (as applicable) within five days of filing them at Companies House and/or the Charity Commission.

Intellectual Property Rights

- 45) For the avoidance of doubt, You will retain all Intellectual Property Rights that are:
- a) vested in or licensed to You prior to the Funding Period; or
 - b) developed by You during the Funding Period but which do not fall within clause 46).
- 46) We will own the Intellectual Property Rights in all reports, materials, documents and other products produced in whole or in part using the Grant.
- 47) Any copyright or database rights in materials produced using the Grant will be made available to You for use in accordance with the Open Government Licence[1].
- 48) Other than as expressly set out in this Grant Agreement, You do not have any right to use Our name, logos or trade marks on any of Your products or services without Our prior written consent.
- 49) We may freely share any information, know-how, systems or processes developed during the Funding Period to support similar projects.

Disposal of assets, change of use and assignment

- 50) We reserve the right to determine the outcome of any Assets created as a result of the Funded Activities or purchased with Grant monies.
- a) You must seek approval from Us if You or Your contractors wish to dispose of, transfer or change the use of any Asset that was acquired or improved with Grant monies and must not sell any Asset below market value without prior written permission from Us.
 - b) Any proceeds will be surrendered to Us in full, unless otherwise agreed by Us.
 - c) You may not, without the prior written consent from Us, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement.

Fraud

51) If You have any grounds for suspecting Financial Irregularity in the use of any part of the Grant or in relation to the Project, You must notify Us immediately, and, where appropriate the police. You must explain to us what steps are being taken to investigate the suspicion, and keep Us informed about the progress of the investigation.

Borrowing

52) You must obtain prior written consent from Us before:

- a) borrowing or lending money from any source;
- b) charging or agreeing any security over any Asset; and/or
- c) giving any guarantee, indemnities or letters of comfort,

that relates to the Project, or has any impact on Your ability to deliver the Project.

Termination, Withholding and Repayment of Grant

53) An Event of Default occurs if:

- a) You fail to comply with any term or condition of this Grant Agreement;
- b) You fail to complete the Project or have failed to make satisfactory progress with the Project or any part of it, in accordance with any agreed timetable;
- c) any information given or representations made by You to Us is found to be incorrect or incomplete to an extent which We reasonably consider to be material;
- d) You fail to take adequate measures to investigate and resolve any reported Financial Irregularity;
- e) You cease to operate and / or change the nature of Your operations to an extent which We reasonably consider to be material, including if You (or any substantial part of Your operations) merge with or are taken over by another organisation;
- f) before the end of the Funding Period You:
 - i) are subject to a proposal for a voluntary arrangement or have a petition for an administration order or a winding up order brought against You;
 - ii) pass a resolution to wind up Your business;
 - iii) make any composition, arrangement, conveyance or assignment for the benefit of Your creditors, or purport to do the same; or
 - iv) are subject to the appointment of a receiver, administrator or liquidator; or
 - v) are unable to pay Your debts as they fall due;
- g) You receive funding from any other source for the Eligible Expenditure which is funded by the Grant;
- h) You are involved in illegal activity in Your administration of the Project;

- i) You take any actions which in Our reasonable opinion are likely to bring Our name or reputation, or that of the wider government, into disrepute, or which pose a risk to public money; or
- j) You are otherwise in material breach of this Grant Agreement.

54) If an Event of Default occurs, We may, at Our discretion:

- a) suspend and withhold the payment of Grant for such period as We may determine;
- b) require You to repay all or any part of the Grant that has been paid to You (or such lesser amount as We may determine) by issuing a demand for repayment. Prior to issuing such a demand, We may (at Our sole discretion) give You an opportunity to rectify such breach or occurrence, delay or defer any further payments of Grant instalments to You until such time as the breach has been remedied; and/or
- c) terminate this Grant Agreement by serving written notice where the Event of Default is incapable of being remedied or is not remedied within such reasonable period as We may determine.

55) We may retain or set off any sums You owe to Us (whether because of repayment required under clause 54) or otherwise) against any sums due from Us to You under this Grant Agreement or any other agreement We have with You.

56) Without prejudice to clause 54), We may terminate this Grant Agreement by giving three months' notice in writing.

57) Any termination of this Grant Agreement is without prejudice to any other rights or remedies of the Parties under this Grant Agreement or at law and will not affect any accrued rights or obligations of the Parties at the date of termination.

58) We also have the right to impose additional terms and conditions on the Grant if an Event of Default occurs or if We have reasonable grounds to believe that it is necessary to protect public money.

EU law

59) We may vary or suspend any or all payments of the Grant and/or require repayment of the Grant already paid, together with interest earned by You from the date of payment, if We are required to do so as a result of any obligation arising under European Union law (including any decision by the European Commission). The interest rate payable will be at least 100 basis points above the Reference Rate in force on the date of payment.

Procurement

- 60) You must comply with all applicable public procurement law in connection with the Project.
- 61) In particular, if You are a contracting authority as defined in the Public Contracts Regulations 2015, You must carry out any procurement in accordance with those Regulations.
- 62) If You are not a contracting authority as defined in those Regulations, You must carry out any procurement by way of fair and open practices. You must aim to secure value for money in all Your procurement decisions.

Prompt Payment

- 63) You must comply with the Government's Prompt Payment Code and therefore endeavour to make all payments to contractors etc. from Grant money paid under this Grant Agreement by the agreed date or within 30 days if no date is specified, with the exception of any payments that are disputed by You. Details of the Prompt Payment Code can be found on the website <http://www.promptpaymentcode.org.uk>.

Losses, Gifts and Ex Gratia Payments

- 64) You must not, without Our approval, make novel or contentious payments or gifts from the Grant. These include any payment which is likely to cause embarrassment to and/or repercussions for Us and/or the Government or may result in unusual or over generous conditions of service, such as excessive severance packages. If You are in any doubt about the regularity or propriety of any payment, You must consult Us for advice before making the payment and must not make the payment unless and until We approve it.

Compliance with the law

- 65) You must comply with all statutory requirements, law and regulations of the United Kingdom, including in particular relevant health and safety law, laws prohibiting any form of discrimination, and the Information Acts.
- 66) You will notify Us of any change to Your constitution, legal form, membership structure (if applicable) or ownership, and of any complaint or investigation by any regulatory body or the police into Your activities or those of its staff or officers or volunteers.

Publicity

67) We may acknowledge Your involvement in the Project and Your receipt of the Grant without prior notice to You.

68) You must not issue any publicity relating to the Grant except in a form to be agreed in advance by Us.

Variation of the terms and conditions

69) No amendment, waiver or variation of any of the terms and conditions of this Grant Agreement will be valid or effective unless made in writing and signed by or on behalf of the Parties.

Assignment

70) You must not assign or transfer this Grant Agreement or any of Your rights under it without Our prior written consent.

Contract (Rights of Third Parties) Act 1999

71) No person who is not a party to this Agreement will have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

Joint and several liability

72) If You are not a company nor an incorporated entity with a distinct legal personality, the individuals who enter into and sign this Grant Agreement on Your behalf shall be jointly and severally liable for Your obligations and liabilities arising under this Grant Agreement.

No partnership or agency

73) This Grant Agreement shall not create any partnership or joint venture between You and Us, nor any relationship of principal and agent, nor authorise You to make or enter into any commitments for or on behalf of Us.

Waiver

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

Freedom of Information, Data Protection and Human Rights

75) You must observe Your obligations under the Information Acts and the Human Rights Act 1998 and under the common law duty of confidentiality and shall comply with all applicable laws, regulations, best practice and codes of practice

(and shall notify Us immediately of any significant departure from such legislation, regulations or codes).

- 76) You hereby acknowledge that We are subject to requirements under the Information Acts. Where requested by Us, You will provide reasonable assistance and cooperation to Us to assist Our compliance with Our information disclosure obligations.
- 77) At Our request, You will provide Us with all such relevant documents and information relating to Your data protection policies and procedures as We may reasonably require.
- 78) You acknowledge that We, acting in accordance with the codes of practice issued and revised from time to time under the Information Acts, may disclose information concerning You and this Agreement without consulting with You.
- 79) We will take reasonable steps to notify You of a request for information to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) We will be responsible for determining in Our absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts.
- 80) You agree that You are the data controller of any personal data processed by You pursuant to the Project, as those terms are defined in the Information Acts in force at the relevant time. You will comply fully with the Information Acts to the extent that they are applicable to You.
- 81) You agree that We may share details of the Grant and the name of Your organisation with the UK Government and that such details may appear on the Government Grants Information System database which is available for search by other funders.
- 82) Where the Project Description permits You to use the Grant for providing onward grants, You are to provide information to enable Us to record the onward grants on the Government Grants Information System. It is currently government practice that this information then be redacted for online publication along with other government grants information. The content and format of the information to be provided will be determined by Us. We will not require information provided by You to Us on onward grants to include personal data as defined in the Information Acts.

Notices

- 83) All notices, invoices and other communications relating to the Grant Agreement must be in writing and in English and must be served by on the other Party:

- a) at the address indicated in the Grant Offer Letter for that Party; or
- b) at the email address shown at the head of the Grant Offer Letter for Us, and
- c) at the email address provided by You as requested in the Grant Offer Letter for You.

84) A Party may change its address or email address by giving notice in accordance with clause 83).

85) Notices will be deemed to be delivered:

- a) if delivered by hand, on receipt;
- b) if sent by pre-paid registered first class post (providing it is not returned as undelivered to the sender), two working days after posting;
- c) if sent by email, on the date of delivery, unless if it is sent on a day which is not a working day or after 3pm on a working day, in which case the email is deemed to have been received on the next working day.

Governing Law and resolution of disputes

86) You must at all times act with utmost good faith towards Us and must at all times co-operate fully with Us.

87) Both Parties must attempt in good faith to negotiate the settlement of any dispute arising out of or in connection with the Grant Agreement without delay.

88) The Grant Agreement is governed and construed in accordance with the law of England and the Parties hereby submit to the exclusive jurisdiction of the English Courts.

89) Both parties will use their best endeavours to uphold the principles and undertakings of The Compact.

Whole agreement

90) The Grant Agreement sets out the entire agreement between the Parties. It replaces all previous negotiations, agreements, understandings and representations between the Parties, whether oral or in writing, on the subject matter of the Grant Agreement.

Liability

91) Nothing in the Grant Agreement limits either Party's liability for:

- a) personal injury or death which is caused by that Party's negligence;
- b) fraud or fraudulent misrepresentation; or

c) any other matter in respect of which liability cannot, by applicable law, be limited.

92) Subject to clause 91), We accept no liability for any consequences, whether direct or indirect, that may come about from You running the Project, the use of the Grant or from withdrawal of the Grant. We will not be liable to any third party with whom You have entered into any contract for the provision of goods and services to You for the Project, or to whom you have sub-granted or delegated in relation to the Project. You will ensure that any such contracts and agreements include a provision to the effect that the third party's recourse is to You.

Authorisations

93) You make the following representations and warranties to and for Our benefit and acknowledge that We have made this Grant available in reliance on such representations and warranties:

- a) Your obligations under the Grant Agreement are legal, valid, binding and enforceable;
- b) all authorisations and consents necessary to enable You to enter into and perform its obligations under this Grant Agreement have been obtained; and
- c) The person or persons signing this Grant Agreement are duly authorised to sign on Your behalf.

Code of Conduct for Recipients of Government General Grants

94) You acknowledge that by signing the Grant Offer Letter You agree to take account of the Code of Conduct for Recipients of Government General Grants ([link](#)), which includes ensuring that Your representatives undertake their duties in a manner consistent with the principles set out in the Code of Conduct.

- a) You shall immediately notify Us if You become aware of any actual or suspected breaches of the principles outlined in the Code of Conduct;
- b) You acknowledge that a failure to notify Us of an actual or suspected breach of the Code of Conduct may result in Our immediately suspending the Grant funding, terminating the Grant and taking action to recover some or all of the funds paid to You.