

Award Details

The following Grant is award by:

- (1) **SUFFOLK COMMUNITY FOUNDATION** registered with charity number 1109453, company number 05369725 and registered address The Old Barns, Peninsula Business Centre, Wherstead, Ipswich, Suffolk IP9 2BB (**we, us, our**); and
- (2) **[RECIPIENT]** registered with charity number [xxx] and company number [xxx] and registered address [xxx] (**you, yours**).

Agreement Date	
Project	
Project Start Date	
Maximum Sum	
Grant Period	
Payment Schedule and Milestones	
Monitoring Dates	
Funder's Representative	
Recipient's Representative	
Special Terms	

1. **FORM OF AGREEMENT**

1.1 This agreement is made up of the following:

1.1.1 the Offer;

1.1.2 the Award Details;

1.1.3 the Conditions; and

1.1.4 your Application.

1.2 If there is any inconsistency between the documents referred to above, a document stated higher in the list shall have precedence over a document lower in the list.

2. EXECUTION

2.1 This agreement has been entered into by us and you on the date stated at the beginning of it.

Signed by a duly authorised representative acting for and on behalf of SUFFOLK COMMUNITY FOUNDATION	Authorised Signatory Role
Signed by two duly authorised representatives acting for and on behalf of [xxx]	Authorised Signatory Role Authorised Signatory Role

CONDITIONS

1. INTERPRETATION

1.1 In this agreement, the following definitions and rules of interpretation will apply.

Ant-bribery Laws	means all Applicable Laws relating to anti-bribery and anti-corruption;
Applicable Laws	means all applicable laws, statutes, regulations, regulatory guidance and codes from time to time in force;
Application	means your application for the award of a grant;
Asset	means any asset purchased or developed by you using the Grant;
Award Details	means the details of the award to which these Conditions are attached;
Brand and Media Guidelines	means our brand and media guidelines as updated by us from time to time;
Capital Assets Guidance	means our capital assets guidance which can be found HERE ;
Capital Assets Register	means the form of capital assets register which can be found HERE ;
Change of Control	any change of control of you, or any person who controls you and Control means the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and controls will be interpreted accordingly;
Commencement Date	means the date we and you signed this agreement;
Conditions	means these terms and conditions;
Data Protection Regulations	means all Applicable Laws relating to the processing of personal data and privacy;

Default Event	means an event or circumstance set out in clause 14.1;
Duplicate Funding	means any funding provided to you by a third party that is for the same purpose for which the Grant was made;
Financial Irregularity	has the meaning given in clause 10.1;
Grant	means the sum or sums to be paid by us to you in accordance with this agreement;
Intellectual Property Rights	means a right which is granted (at law) to creators and/or owners of works (e.g., written material, files, computer software) and which results from intellectual creativity, examples of Intellectual Property Rights include copyright, trade marks, patents, design rights and moral rights;
Maximum Sum	means, if applicable, the maximum sum as set out in the Award Details;
Offer	means the offer, issued by us to you via email, in which we offer to award you the Grant;
Project	means the project as set out in the Award Details and your Application;
Project Start Date	means the date you intend to commence delivery of the Project or the date you intend to begin spending the Grant, whichever is sooner

- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and includes all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.4 A reference to **writing** or **written** includes email but not fax.
- 1.5 A reference to a **day** is a reference to any day, including Saturdays, Sundays and public holidays.
- 1.6 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression will be interpreted as illustrative and will not limit the sense of the words preceding those terms.

- 1.7 Terms set out in the Award Details shall have the same meaning as set out in these Conditions

2. COMMENCEMENT AND DURATION

- 2.1 This agreement will apply from the Commencement Date and continue until the expiry of the Grant Period, unless it is terminated earlier in accordance with its terms.

3. PURPOSE OF GRANT

- 3.1 You agree that you will:

- 3.1.1 only use the Grant for the delivery of the Project and in accordance with the terms of this agreement;
- 3.1.2 if you are a non-charitable body, that the Grant is only used for charitable purposes; and
- 3.1.3 not make any significant change to the Project without our prior written consent.

4. PAYMENT OF GRANT

- 4.1 Subject to your full compliance with the provisions of this agreement, we will pay you the Grant in accordance with the Payment Schedule.

- 4.2 You agree that you will provide us with proof of expenditure and other supporting documents or information as we may reasonably request in connection with our payment of any instalment of the Grant.

- 4.3 You acknowledge and agree that:

- 4.3.1 payments of the Grant will not be made if we do not have available restricted funds for the project or, for any other reason, we are unable or not permitted to provide the funds;
- 4.3.2 if applicable, the Maximum Sum will not be increased if you overspend in your delivery of the Project; and
- 4.3.3 will have no liability to you for any losses caused by any non-payment, or a delay in the payment, of the Grant however arising.

- 4.4 You agree that you will promptly repay to us any money we may incorrectly pay to you either as a result of an administrative error or otherwise. This includes situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before you have complied with all conditions attaching to the Grant.

5. USE OF GRANT

- 5.1 You agree that you will not spend any part of the Grant on the delivery of the Project before or after the Grant Period without our prior written consent.
- 5.2 Unless we tell you otherwise in writing, if any part of the Grant remains unspent at the end of the Grant Period or on early termination of this agreement, you must return such unspent portion of the Grant to us as soon as you reasonably can (but in any event, in not less than seven days).
- 5.3 You agree that you will be the sole recipient of the Grant and that you will be responsible for managing the Grant as between yourself and any third parties involved in performing the Project. This includes securing the re-payment of the Grant if requested by us in accordance with this agreement.

6. OTHER FUNDING

- 6.1 You will declare to us as soon as reasonably practicable if you:
- 6.1.1 have obtained funding from a third party in relation to your delivery of the Project; or
 - 6.1.2 intend to apply to a third party for other funding for the Project,
- and provide us with such information as we may reasonably request in respect of which third party funding.
- 6.2 You agree that you will not apply for or obtain Duplicate Funding.

7. ACCOUNTS AND RECORDS

- 7.1 You agree that you will:
- 7.1.1 ensure that the Grant is shown in your accounts as a restricted fund and is not included under general funds;
 - 7.1.2 keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies you receive;
 - 7.1.3 keep all invoices, receipts, accounts and 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;
 - 7.1.4 provide us with a copy of your annual accounts within six months of the end of each financial year in which the Grant is paid; and

- 7.1.5 comply, and facilitate our compliance, with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to us and to you.
- 7.2 You acknowledge and agree that any time during the Grant Period and for up to six years after it, we may review your accounts and records that relate to the expenditure of the Grant and may take copies of those accounts and records. For these purposes, you will grant to us, and any representative appointed by us, full access to your accounts, records and premises for the purposes of carrying out an audit under this clause 7.2.
- 8. MONITORING AND REPORTING**
- 8.1 You agree that you will 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.
- 8.2 Unless otherwise agreed in writing between us and you, you agree that you will provide us with a financial report and a monitoring report on your use of the Grant and delivery at the intervals set out in the Award Details. Each report will be in the format, and contain the information, we may reasonably require.
- 8.3 You agree that you will allow us to visit to see the delivery of the Project. Awards panel members from external organisations may accompany us.
- 8.4 Where you have obtained funding from a third party for delivery of part of the Project, you will include the amount of that funding in your financial reports together with details of what that funding has been used for.
- 8.5 During the Grant Period and for six years thereafter, you will:
- 8.5.1 permit any person authorised by us reasonable access to your employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating your fulfilment of the conditions of this agreement; and
 - 8.5.2 provide us or any person authorised by us, on request, with any information, explanations or documents accounts and financial records that we may reasonably require to establish that the Grant has been used properly in accordance with this agreement.
- 8.6 During the Grant Period and for six years after it, we may request, and you will provide, independent assurance that the Grant has been used for delivery of the Project. To satisfy this requirement, you will provide, if reasonably requested by us (including where we suspect that the Grant has been misused), a report from an independent

and appropriately qualified auditor certifying whether the Grant paid to you was applied in accordance with this agreement.

- 8.7 You will provide us with a final report on completion of the Grant Period which will confirm whether the Project has been successfully and properly completed.

9. COMPLIANCE AND CONFLICTS

- 9.1 You agree that you will, at all times, comply with all Applicable Laws, including:

9.1.1 the Anti-bribery Laws; and

9.1.2 the Data Protection Regulations.

- 9.2 You agree that you will not engage, and will ensure that none of your representatives, engage, in any personal, business or professional activity which conflicts or could conflict with any of your (or their) obligations in relation to this agreement.

10. FINANCIAL MANAGEMENT

- 10.1 You agree that you will have in place sound administration and audit processes, including internal financial controls, to safeguard against fraud, theft, corruption, money laundering, terrorist financing or any other impropriety or mismanagement in connection with the administration of the Project (**Financial Irregularity**).

- 10.2 You agree that you will notify us of all cases of Financial Irregularity (whether proven or suspected) relating to the Project as soon as they are identified and provide us with all information relating to the Financial Irregularity that we may request.

- 10.3 If we suspect any Financial Irregularity in relation to the Project, we may do one or more of the following:

10.3.1 suspend future payments of the Grant;

10.3.2 insist that you address the Financial Irregularity; and/or

10.3.3 require you to provide any assistance we may require to recover misused Grant funds.

11. ACKNOWLEDGEMENT AND PUBLICITY

- 11.1 You agree that you will not make any public announcement or comment about, or publish any publicity material referring to either us or the Grant without our prior written consent (although, we will not unreasonably withhold or delay this consent).
- 11.2 You agree that you will acknowledge our support, including an acknowledgement of us, Sizewell C Community Fund and Sizewell C as the source of the Grant, in:
- 11.2.1 your annual report and accounts;
 - 11.2.2 any other materials that refer to the Project; and
 - 11.2.3 any written or spoken public presentations about the Project,
- and each acknowledgement must include our name and logos.
- 11.3 In using our name and logos, you will comply with the Brand and Media Guidelines.
- 11.4 We may publicise the Grant and details of the Project, using your name and logo and any information gathered from the Application and/or any reports submitted by you to us under this agreement, without prior notice.
- 11.5 You agree to participate in, and co-operate with, promotional activities relating to the Project that we may instigate or organise.
- 11.6 You agree to comply with any reasonable request we may make to facilitate visits and provide reports, statistics, photographs and case studies that will assist us in our promotional and fundraising activities relating to the Project.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1 All rights, title and interest in or to any Intellectual Property Rights owned by or licensed to us or to you before the Commencement Date, or developed by us or you during the Grant Period, will remain either our or your property (as applicable).
- 12.2 Other than as expressly set out in this agreement, neither we nor you have any right to use any of the other's Intellectual Property Rights without prior written consent.
- 12.3 You grant to us a non-exclusive, perpetual, irrevocable, royalty-free, sub-licensable, worldwide licence to use all materials produced by you or any representative on your behalf, in relation to the Grant (including all reports provided by you to us under this agreement).
- 12.4 Where we provide you with any of our Intellectual Property Rights for use in connection with the Project (including our name and logo), you must, on termination

of this agreement, cease to make any further use of those Intellectual Property Rights and return or destroy materials containing those Intellectual Property Rights as we may request.

13. ASSETS

13.1 If you purchase any Asset with the Grant, you must comply with the requirements of our Capital Assets Guidance and keep an accurate register of such Assets (the register to be in a form substantially the same as the Capital Assets Register).

13.2 In respect of any Assets:

13.2.1 they must only be used for delivery of the Project

13.2.2 they will be owned by you, and you will be responsible for their maintenance, insurance and upkeep;

13.2.3 you agree not to charge or agree any security over them (without our prior written consent); and

13.2.4 you agree not to transfer, sell or dispose of them without our prior written consent.

13.3 Unless we agree otherwise in writing, on the sale of an Asset you must pay to us the proportion of the proceeds of any Asset sale that is equivalent to the proportion of the purchase or development costs of the Asset that was funded by the Grant.

14. WITHHOLDING, REDUCING AND REPAYMENT OF GRANT

14.1 It is our intention to pay the Grant to you in full. However, without prejudice to any other rights or remedies we may have, we may exercise our rights as set out in clause 14.2 if:

14.1.1 you fail to comply with any of your obligations under this agreement and that failure is material or persistent;

14.1.2 the delivery of the Project does not start within three months of the Commencement Date and you have failed to provide us with a reasonable explanation for the delay;

14.1.3 we (acting reasonably) consider that you have not made satisfactory progress with the delivery of the Project;

14.1.4 you are, in our reasonable opinion, delivering the Project in a negligent manner, which includes failing to prevent or report actual or anticipated Financial Irregularity;

- 14.1.5 you apply for or obtain Duplicate Funding for the Project;
- 14.1.6 you obtain funding from a third party which, in our reasonable opinion, undertakes activities that are likely to bring our reputation, or the reputation of the Project into disrepute;
- 14.1.7 you provide us with any materially misleading or inaccurate information or any of the information provided as part of your Application is found to be materially misleading or inaccurate;
- 14.1.8 we determine (in our absolute discretion) that you, or a member of your governing body:
 - 14.1.8.1 acted dishonestly or negligently at any time and to our detriment; or
 - 14.1.8.2 took any actions which bring or are likely to bring our name or reputation into disrepute or which pose a risk to public money;
- 14.1.9 you transfer, assign or novate this agreement to any third party (or attempts to do so) without our consent;
- 14.1.10 you cease to operate for any reason, or you pass a resolution (or any court of competent jurisdiction makes an order) that you are to be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- 14.1.11 you become insolvent, or are declared bankrupt, or are placed into receivership, administration or liquidation, or a petition has been presented for your winding up, or you enter into any arrangement or composition for the benefit of your creditors (other than for the purpose of a bona fide and solvent reconstruction or amalgamation), or you are unable to pay your debts as they fall due;
- 14.1.12 any court, tribunal or independent body or authority of competent jurisdiction requires any Grant paid to be recovered due to a breach of (i) any Applicable Laws relating to subsidy control; or (ii) the UK's obligations under any international agreement in relation to state subsidies; or
- 14.1.13 you undergo a Change of Control.
- 14.2 If we determine that a Default Event has or may have occurred, we will notify you as such and we may take any one or more of the following actions:
 - 14.2.1 suspend or withhold payment of the Grant;

- 14.2.2 reduce the Maximum Sum;
- 14.2.3 require you to repay all or any part of the Grant previously paid by us to you; and/or
- 14.2.4 terminate this agreement.

15. LIMITATION OF LIABILITY

- 15.1 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 the withdrawal, withholding, suspension or reduction of the Grant.
- 15.2 Subject to clause 15.1 and clause 15.3 our liability to you under this agreement is limited to the value of the Grant.
- 15.3 Nothing in this agreement limits or excludes any liability which cannot legally be limited or excluded.

16. TERMINATION

- 16.1 Without prejudice to any other rights or remedies we or you may have, either we or you may terminate this agreement by giving at least three months' written notice to the other party.
- 16.2 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after the expiry or termination of this agreement will survive expiry or termination and continue in full force and effect.
- 16.3 Termination or expiry of this agreement will be without prejudice to any rights or remedies accrued under it before termination or expiry. Nothing in this agreement will prejudice our rights to recover any amount of the Grant previously paid to you following termination or expiry.
- 16.4 You are responsible for managing and paying for any liabilities arising at the end of the Project or on termination or expiry of this agreement. We will not make additional funding available to you for this purpose. We will not be liable to pay any costs you, or any supplier of yours related to any transfer or termination of employment of any employees engaged in the Project.

17. CHANGE OF CONTROL

- 17.1 You agree to notify us as soon as you are aware (or reasonably should be aware) that you are undergoing or have undergone a Change of Control, provided that notification is permitted by Applicable Laws. You will ensure that such notice sets out full details of the Change of Control, including the circumstances explaining it.

18. DISPUTE RESOLUTION

- 18.1 If any dispute arises between us and you (but which does not relate to our right to withhold, reduce or recover funds or terminate this agreement), the matter will first be referred for resolution to the Funder's Representative and the Recipient's Representative.
- 18.2 Should the dispute remain unresolved within 14 days of the matter being referred to the Funder's Representative and the Recipient's Representative, either party may refer the matter to a formal meeting between our Chief Executive and the individual of equivalent standing at your organisation.

19. ENTIRE AGREEMENT

- 19.1 This agreement constitutes the entire agreement between you and us.
- 19.2 We and you acknowledge that in entering into this letter we and you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that does not form part of this agreement. We and you agree that neither we nor you shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this letter.

20. NOTICES

- 20.1 Any notice given under this agreement shall be sent by email to:
- 20.1.1 in respect of us to the Funder's Representative; and
 - 20.1.2 in respect of you to the Recipient's Representative.
- 20.2 Any notice shall be deemed to have been received, at the time of transmission, or, if this time falls outside business hours in the place of receipt (being between 9am and 5pm, Monday to Friday), when business hours resume.
- 20.3 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.

21. GENERAL

- 21.1 No amendment or variation of this agreement shall be effective unless it is in writing and signed by us and you.
- 21.2 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement (i.e., only we and you have the right to enforce this agreement, and no one else).

- 21.3 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between us and you, constitute you or us the agent of the other, or authorise us or you to make or enter into any commitments for or on behalf of the other.
- 21.4 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 21.5 A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.
- 21.6 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 21.7 If any provision or part-provision of this agreement is deemed deleted under clause 21.6, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

22. GOVERNING LAW AND JURISDICTION

- 22.1 This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales
- 22.2 We and you agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.