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Agreement for another Charity

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<<Name Grant>>

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THIS AGREEMENT is made

BETWEEN:

(1) **EITHER**

[<<Name of Grantor Charity in England under number <<Insert Grantor's Charity Registration Number>>] whose registered office is at <<Insert address of Grantor Charity>>]

OR

[<<Name of Grantor Charity incorporated in England under number <<Insert Grantor's Charity Commission number>>] with its principal office address in <<Insert address of Grantor Charity>>]

OR

[All of the trustees, named as <<Insert name of all of the Grantor Charity's trustees>> of the charitable association known as <<Insert name of Grantor Charity>>] whose principal office address is at <<Insert address of Grantor Charity>>]

The Grantor Charity is referred to in this Agreement as "We", "Us" "Our" and that includes our employees and agents.

AND

(2) [<<Name of Recipient Charity in England under number <<Insert Recipient's Charity Registration Number>>] whose registered office is at <<Insert address of Recipient Charity>>]

OR

[<<Name of Recipient Charity incorporated in England under number <<Insert Recipient's Charity Commission number>>] with its principal office address in <<Insert address of Recipient Charity>>]

OR

[All of the trustees, named as <<Insert name of all of the Recipient Charity's trustees>> of the charitable association known as <<Insert name of Recipient Charity>>] whose principal office address is at <<Insert address of Recipient Charity>>]

The Recipient Charity is referred to in this Agreement as "You" or "Your" and that includes your employees and agents.

WHEREAS:

A You are in law a charity based in the United Kingdom] **OR** [<<State specified in the Grant Agreement>>] but you are not registered as a charity with the Charity Commission [OR] [and you are not registered as a charity with the Charity Commission]

B You wish to receive the Grant under the Grant Agreement, and you agree to carry out the Activities under the Grant Agreement for your Charitable Purposes as defined below.

- C We are a [registered] charity and we are not making any grant funding to another charity.
- D We have carried out appropriate risk assessments in relation to you, your operations, charitable purposes and the intended Grant, and we consider that it is in our best interests to make the Grant to you.
- E Accordingly, we have agreed to make the Grant to you to expend solely on the Activities in accordance with this Agreement.

We and You now agree as follows:

1. Definitions and Interpretation

1.1

“Activities”

“Award”

“Charitable Purposes”

“Grant”

“Grant Agreement”

¹ You should include these words (and any other words you wish to include) in the “Proposal” set out as Clause 1.6. In some cases you may wish to issue an Award which is not preceded by a Proposal or other formal submission. In that case all details should be set out in the Award by the Grantor.

² The Award letter should make it clear that the Grant is being made in accordance with the Agreement. The Charity should sign a copy of this Agreement. The Charity should send a copy of the Agreement and the Award attached to them to the recipient to sign and return one copy to the Charity.

³ A “charitable purpose” is any purpose which is one of the 13 “heads” of charitable purposes (those purposes may or may not be for the public benefit). The Charity’s purposes are stated in its governing document.

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under our constitution to make grant

risk assessments in relation to you, and to the intended Grant, and we consider that it is in our best interests to make the Grant to you.

you to expend solely on the Activities

[insert details of the Activities you are to carry out] [or] [activities] [or] [services] [insert details of the Activities you are to carry out] [United Kingdom] OR [<<State within the United Kingdom>>] for which we will give you the Grant [the details of the Grant set out in the Proposal];

or email to you [dated <<insert details of the Activities you are to carry out>>] the Grant which (subject to your agreement) we are offering to you, in addition to those set out in this Agreement. The Grant will not be deemed to be accepted by you until it has been accepted by effect unless and until you and we agree in writing to the effect;

purposes, namely [<<insert details of the Activities you are to carry out>>];

to be given to you by us (under the Agreement) for the Activities;

and]

copy of which is attached as the Grant Agreement [and]

(if you do not include the definition of “Proposal” set out as Clause 1.6. In some cases you may wish to issue an Award which is not preceded by a Proposal or other formal submission. In that case all details should be set out in the Award by the Grantor.)

accepted by the recipient by agreeing to and signing a copy of this Agreement. The Charity should sign a copy of the Agreement and the Award attached to them to the recipient to sign and return one copy to the Charity.

defines as a “charitable purpose”, i.e. any purpose which is one of the 13 “heads” of charitable purposes (those purposes may or may not be for the public benefit). The Charity’s purposes are stated in its governing document.

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- 2.4 You [must not] [] Grant to pay for any spending commitments you have made outside of the Grant Agreement.].

- 2.6 In relation to the Grant, [redacted] do not act as [your employer] [or] [the employer of any person] in carrying out the Activities where the Grant is to provide you with [redacted] of staff].

- 2.8 If you complete the Activities, you must return to us the unspent amount to us [promptly] **OR** [within <<e.g. [3]>> months of the end of the financial year]. If the Grant part-funds the Activities, you must return to us your share of the unspent amount to us.

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2.9 [You must not exploit the Grant for any profit that you or any third party to exploit the Grant. If you do not adhere to the terms of the Grant.

2.10 You must hold any Grant on trust for us at all times. The Grant must be treated as a "restricted fund".

3. The Activities

3.1 We do not require you to do anything under the Grant unless we agree in writing. The Grant is conditional on the terms and conditions of the Award and to ensure the activities are carried out in accordance with the Award.

3.2 The Grant is to be used for the purposes of the Award. After we make it, and so you agree to the terms of the Award, you must:

3.2.1 start the Activities within [41][21][28]>> days after receiving the first payment of the Grant from us; and

3.2.2 make satisfactory progress with the Activities and complete them [on or before the date specified in the Award]. You must tell us immediately if you intend to stop, limit, or delay the Activities, or if you have done so. You must also tell us immediately if for any reason you are unable to carry out the Activities either within the time specified in the Award.

3.3 You must not make any changes to the aims, structure, or content of the Activities or to their aims, structure, or content, unless you have our prior written permission. If you seek our permission, we may impose conditions as part of our permission. We may also require you to enter into a legal agreement between us and you. You must not begin anything new or changed until we have given our permission. If you ask for permission to make any such changes, we and you have signed the Award, we will not make any further expenditure of the Grant until we have given our permission.

3.4 [You must allow us to inspect and monitor the carrying on of the Activities.]

3.5 In carrying out the Activities, you must comply with all applicable laws and good practice relating to the way you operate, the way you carry out the Activities that you carry out, [the staff you employ and volunteer, and the goods and services you buy, and the way you manage them, not limited to health & safety [and] including discrimination on the basis of race, age, gender, or sexual orientation.]

3.6 For the purpose of the Award, we and you agree that in the course of your carrying out the Activities, you will be the data controller of any personal data processed by you, we are not a data controller and will not share any personal data with us. "Data Protection Legislation" means all applicable legislation relating to data protection, including, but not limited to, the UK General Data Protection Regulation (GDPR); the Data Protection Act 1998; and the Privacy and Electronic Communications Regulations 2003 as amended.

3.7 Unless we have made arrangements with a person or organisation and we have given you confirmation in writing, you must not carry out any Activities on your behalf, you must not allow any other person to carry out any Activities, and only your officers, employees or volunteers may carry out any Activities on your behalf.

4. Records, Reporting, Information and Insurance

4.1 You must ensure that the following financial records, relating to the Activities are accurate and complete. You must keep these records for seven years after the Activities have ended:

4.2 You must on demand provide to the person we nominate, access to and copies of all records, including (but not limited to) accounts, invoices, financial records. We will retain copies of these records at any time from the date of the Activities up to seven years after the Activities have finished.

4.3 You must provide [3][4][6]>> weeks of support on the Activities within <<e.g. [3][4][6]>> weeks after completion of each date interim reports [the Schedule to this Agreement]. [Each stage of the Activities in detail all of the points listed in [the standard form that [the purpose] OR [the Schedule to this Agreement]. [Each listed/described in the Schedule].

4.4 You must provide us with the accounts that cover the period of the Activities. The accounts must comply with any relevant legal requirements for accounting, preparation of accounts, annual reports or annual returns. The accounts must be treated as a restricted fund under the description “<<” in your annual accounts. [The accounts must be certified by an independent accountant].

4.5 The accounts must provide evidence of income and expenditure related to the Activities and the expenditure of the Grant. When you provide us with the accounts, you must also provide us with evidence of the expenditure of Grant funds. The accounts state has been expended.

4.6 You must send us [REDACTED] records that we reasonably require to monitor the Activities [REDACTED] being used [including but not limited

4.7 You must at all times maintain adequate insurance coverage, which is adequate and relevant to the Activities. This includes, but is not limited to, general liability insurance and insurance [that covers the full value of any assets you have purchased using the Grant.] We may review the terms and conditions of these policies.

5. Information, Marketing and Sales

5.1 You [may][must] acquire, use, disclose, and [support]

EITHER
[publicly as appropriate]

OR
[in any published or printed and online or other electronic material) that refer to any advertisements, accounts and public annual reports or other public presentations about the Activities,] [and in its and publicity materials relating to the Activities.]]

5.2 [You:

- 5.2.1 must not make any use of our intellectual property (including any business name, logo, trade mark, confidential information, secret, whether or not registered or capable of being registered or otherwise) [or any of the above] as permitted beforehand by us in writing;
- 5.2.2 [must not make any use of our intellectual property or give any other publicity to the Activities except as we permit in writing in advance or as we may reasonably refuse such permission;]
- 5.2.3 [must follow any publicity guidelines at all times and we hereby Grant you our intellectual property rights in order that you may use them as you see fit];
- 5.2.4 [must do what we require to assist us with any form of publicity for the Activities.]
- 5.3 [We may give any Grant and the Activities as we may see fit from time to time so long as we are satisfied that you are using the Grant for the Activities.]
- 5.4 We acknowledge that you will be using the Grant in both materials produced for or on behalf of the Activities, including any intellectual property rights. You hereby grant us a non-exclusive, royalty-free perpetual licence to reproduce [worldwide] [in the United Kingdom] [in England & Wales] any materials relating to the Proposal as we reasonably require for marketing and public relations purposes.
- 6. Additional Conditions for the Grant**
- 6.1 You will ensure that you are correctly constituted as a [registered] charity and that you are carrying out the Activities under the terms of your constitution.
- 6.2 You must have our written approval (which we will not unreasonably refuse to give) before:
- 6.2.1 you change your name or any other detail which might adversely affect the use of the Grant for the Activities;
- 6.2.2 you transfer the Grant to any other body.
- 6.3 You must tell us immediately if you are threatened against or your trustee body or your staff which would adversely affect the use of the Grant for the Activities.
- 6.4 If you are not an individual, the person accepting the Grant must have authority to enter into the Grant on your behalf, but whether or not there is such authority, you and the person accepting the Grant will be jointly and severally liable for the use of the Grant for the Activities.
- 6.5 You must not do anything which might put us at risk of breaching UK charity law or regulations.
- 6.6 You must inform us of any report you make to the Charity Commission during the period of the Grant or any similar report to another public authority or body.
- 6.7 You must tell us if you, or your trustees, directors, employees or volunteers, are or have been involved in any public authority or body.
- 7. General Conditions**

- 7.1 You must tell us promptly if you become aware that any information that you have given us is incorrect or incomplete. You must ensure that all information that you provide to us is always up to date, correct, and complete.
- 7.2 If you break any term of the Grant Agreement and we do not enforce one or more of them, this does not mean that we will not do so in the future. We reserve the right to enforce the Grant Agreement at any time and in our sole discretion.
- 7.3 [If you break the Grant Agreement or any other grant agreement with us, we may choose to treat that as you breaking the Grant Agreement with us. This will allow us to take the actions that we may take under the Grant Agreement, including stopping payment of the Grant and stopping payment of any future instalments.
- 7.4 We cannot give you any advice or assistance in carrying out the Activities. You are responsible for getting any advice or assistance that you need. We will not be responsible for any debts or liabilities, and you may not assume that you can rely on us for Grant funding. Therefore, you will be responsible for every part of the Activities, your business, and any decisions about them.
- 7.5 We will not be responsible for any legal proceedings against you or any of your staff who may take, or threaten to take, any legal action against us.
- 7.6 Any goods or services that you buy with your Grant should always be bought in a way that is in our best interest and avoids any conflicts of interest.
- 7.7 We are not obliged to continue to provide Grant funding for the Activities after the end of the Grant Agreement or after we stop funding the Activities. You must not assume that we will.
- 8. VAT**
- 8.1 You acknowledge that we are not liable for VAT purposes. You must pay any VAT that you owe on any amounts that you receive from us.
- 8.2 If you are registered for VAT, you must keep proper records of the VAT that you pay on any amounts that you receive from us.
- 8.3 [If we have agreed to provide you with any VAT, you must pay us back the VAT costs associated with your Activities and you must pay us back immediately any of the VAT that you have paid for with the Grant.]
- 9. Breach of the Grant Agreement**
- 9.1 If any of the events referred to in 7.3 occurs, we may, in our absolute discretion:
- 9.1.1 require you to stop any part of the Grant (regardless of how much of the Grant you have received at that time); and/or
- 9.1.2 stop any future payments of the Grant; and/or
- 9.1.3 end the Grant Agreement; and/or
- 9.1.4 take any of the actions that we may take under the Grant Agreement in connection with any other grant funding we provide to you.
- 9.2 The events referred to in 7.3 are:

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When you have given us changes or is incorrect or incomplete. You must ensure that all information that you provide to us is always up to date, correct, and complete.

If you break any term of the Grant Agreement and we do not enforce one or more of them, this does not mean that we will not do so in the future. We reserve the right to enforce the Grant Agreement at any time and in our sole discretion.

[If you break the Grant Agreement or any other grant agreement with us, we may choose to treat that as you breaking the Grant Agreement with us. This will allow us to take the actions that we may take under the Grant Agreement, including stopping payment of the Grant and stopping payment of any future instalments.

We cannot give you any advice or assistance in carrying out the Activities. You are responsible for getting any advice or assistance that you need. We will not be responsible for any debts or liabilities, and you may not assume that you can rely on us for Grant funding. Therefore, you will be responsible for every part of the Activities, your business, and any decisions about them.

We will not be responsible for any legal proceedings against you or any of your staff who may take, or threaten to take, any legal action against us.

Any goods or services that you buy with your Grant should always be bought in a way that is in our best interest and avoids any conflicts of interest.

We are not obliged to continue to provide Grant funding for the Activities after the end of the Grant Agreement or after we stop funding the Activities. You must not assume that we will.

You acknowledge that we are not liable for VAT purposes. You must pay any VAT that you owe on any amounts that you receive from us.

If you are registered for VAT, you must keep proper records of the VAT that you pay on any amounts that you receive from us.

[If we have agreed to provide you with any VAT, you must pay us back the VAT costs associated with your Activities and you must pay us back immediately any of the VAT that you have paid for with the Grant.]

Breach of the Grant Agreement

If any of the events referred to in 7.3 occurs, we may, in our absolute discretion:

require you to stop any part of the Grant (regardless of how much of the Grant you have received at that time); and/or

stop any future payments of the Grant; and/or

end the Grant Agreement in connection with any other grant funding we provide to you.

The events referred to in 7.3 are:

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9.2.1 you fail to meet the conditions of the Grant Agreement;

9.2.2 you make a commitment or undertake activities without first getting our written permission;

9.2.3 you use the Grant for purposes other than the Activities;

9.2.4 you do not complete the Activities by the agreed time;

9.2.5 we deem it unlikely that you will fulfil the purpose for which we made it.

9.2.6 you do not follow our instructions;

9.2.7 you do not complete the Activities with reasonable care, thoroughness, competence and diligence that would be expected for your level of experience in the field;

9.2.8 you act illegally or unethically at any time, and we believe it has significantly harmed or is likely to harm our or your reputation;

9.2.9 you have submitted information that is wrong, misleading, or materially incomplete or false, or make or because you were trying to make such a submission;

9.2.10 you close or transfer the Activities, unless you join with, or are replaced by, another person to continue the Activities and we have agreed in writing;

9.2.11 you sell or transfer the Grant, the Activities or your rights in the Activities, in writing; and

9.2.12 you become insolvent;

9.3 [If, within the time specified in the interim report to us, you have not completed the part of the Activities for which we made payment of the Grant, and you have not made payment of the Grant, we may refuse to make payment of the Grant, and may only make that payment if and when you submit an interim report and complete that stage.]

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10. Termination of the Grant Agreement

10.1 [The Grant Agreement shall terminate on the last of the following to occur:

10.1.1 expiry of one year after the [last Instalment of the] Grant;

10.1.2 you have exhausted the Grant;

10.1.3 the maximum period for which we have entered the Grant Agreement for asset management purposes has expired;

10.1.4 you have breached any of the terms and conditions of the Grant Agreement;

10.1.5 any breach of the terms and conditions of the Grant Agreement ceases.]

10.2 [We may terminate the Grant Agreement at any time. If it is practicable, we will give you <<e.g. 21> days' notice with our reasons for termination, but we do not have to give you notice if we terminate the Grant on shorter notice or with immediate effect. If we terminate the Grant, you must promptly return to us all Grant amounts not yet spent for expenditure properly and

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necessarily incurred
up to the date of ter

t pursuant to the Grant Agreement

11. Third Party Rights

Nothing in the Grant Agree
accordingly the Contracts (C

transfer rights on any third parties and
Act 1999 shall not apply to it.

12. Entire Agreement

The Grant Agreement is th
in relation to the Grant
arrangements or agreeme
previously entered into or
made by either you or us.

understanding between you and us
Activities and will supersede all
to that we and you may have been
of any fraudulent misrepresentation

13. Law and Jurisdiction

The Grant Agreement sha
law and the parties submit

onstrued in accordance with English
isdiction of the English courts.

[Clause 4.3 – details of points to b

on the Activities]

[Clause 4.3 - List/descriptions of a

]

[Copy Proposal attached]

SCHEDULE OF

AND CONDITIONS

**Note: Include one/both of the
circumstances, but not otherwis**

clauses where relevant to the

[Vulnerable Persons

1. 'Vulnerable Person' means

- 1.1 anyone under the a
- 1.2 anyone who needs
disability, other disa
care of themselves
exploitation.

ty care services because of mental
d who is (or may be) unable to take
mselves against significant harm or

2. If you or your employees, care or have significant d Activities, the following con

ractors or volunteers will supervise,
nerable Person in carrying out the

- 2.1 you must consider
Vulnerable Person,
having any significa
the written agreeme

arise from your contact with the
steps to ensure their safety. Before
e Vulnerable Person, you must get
uardian of the Vulnerable Person.

- 2.2 you must have a
safeguard Vulnerab

policy and set of procedures to

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(signature)

stored, conserved or improved with
to receive an appropriate share of
costs of sale have been taken into
the improvements have a useful

[(2)] By {FULL NAME OF SIGNAT

(signature)]

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