

THIS AGREEMENT is made the

BETWEEN:

(1) **EITHER**

[<<Name of Grantor Charity
in England under number
registered charity number
registered office is at <<Ins

OR

[<<Name of Grantor Charity
registered charity number
principal office address in
"Us" or "Our")]

OR

[All of the trustees, named
trustees>> of the charitable
name of Grantor Charity>>
Commission number>>] v
Charity>> ("We", "Us" or "O

AND

(2) [registered in England under
and a registered charity number
registered office is at <<Ins

OR

[<<Name of Recipient Charity
registered charity number
its principal office address
("You" or "Your")]

OR

[All of the trustees, named
trustees>> of the charitable
name of Recipient Charity>>
Commission number>> w
Charity>> ("You" or "Your")

WHEREAS:

A You are a charity registered
are a charity registered with
under our constitution to ma

B You wish to receive the
Agreement.

ny limited by guarantee registered
y Registration Number>> and a
Registration Number>> whose
charity>> ("We", "Us" or "Our")]

ncorporated Organisation and a
ty Commission number>> with its
dress of Grantor Charity>> ("We",

s of all of the Grantor Charity's
association] known as <<Insert
number <<Insert Grantor's Charity
at <<Insert address of Grantor

company limited by guarantee
Company Registration Number>>
ity Registration Number>> whose
Charity>> ("You" or "Your")]

ncorporated Organisation and a
arity Commission number>> with
t address of Recipient Charity>>

of all of the Recipient Charity's
association] known as <<Insert
number <<Insert Recipient's Charity
at <<Insert address of Recipient

ssion in England & Wales and we
n in England & Wales with power
er charity.

t the Activities under the Grant

C We have carried out appropriate risk assessments and we consider that your charitable purposes are in our best interests and that it is in our best interests to make the Grant to you.

1. Definitions and Interpretation

“Activities”

“Award”

“Charitable Purposes”

“Grant”

“Grant Agreement”

2. The Grant

2.1 You can accept the Grant by signing the Grant Agreement. The Grant Agreement will only come into force when you give us two copies of this Agreement signed by you and us. If you do not do so by <<insert latest date>>, the Award will automatically lapse and the Grant Agreement will not come into force.

2.2 The amount of the Grant is £<<insert amount>>. We will pay the Grant to you in accordance with the Award.

2.3 You must use the Grant for the Charitable Purposes and for the Activities.

2.4 You [must not][must] make any commitments you have made before the date of the Grant Agreement.

2.5 You must tell us if a third party provides any funding for any of the Activities. In that case you must repay such part of the Grant as we ask for, or all of it if we so require.

2.6 If you do not use or spend the Grant by the date the Award states is the date for completion, you must then promptly return the balance unless we agree otherwise in writing.

2.7 You must in your accounts identify the Grant as both as “<<Name of Charity>>” and as a “restricted fund”.

2.8 You must hold any unspent part of the Grant on trust for us at all times.

¹ A “charitable purpose” is any purpose which is one of the 13 “heads” of charity in the Charities Act 2006 (those purposes may or may not be for the public benefit). The Charity’s purposes are stated in its governing document.

² The Award letter should make it clear that the Grant will only come into force when you sign a copy of this Agreement. The Charity will send the Award attached to them, to the recipient as soon as possible.

risk assessments and we consider that your charitable purposes are in our best interests and that it is in our best interests to make the Grant to you.

Activities][services] for which we

email [dated <<insert date>>] of the Grant and the Activities;

purposes, namely [<<insert text>>¹];

under the Grant Agreement for

as this Agreement and the Award.

you and we sign this Agreement².

force when you give us two copies of this Agreement signed by you and us. If you do not do so by <<insert latest date>>, the Award will automatically lapse and the Grant Agreement will not come into force.

Award] OR [£<<insert amount>>]. We will pay the Grant to you in accordance with the Award.

Charitable Purposes and for the Activities.

Grant to pay for any spending you have made before the date of the Grant Agreement.

provides any funding for any of the Activities. In that case you must repay such part of the Grant as we ask for, or all of it if we so require.

y the date the Award states is the date for completion, you must then promptly return the balance unless we agree otherwise in writing.

vant documents identify the Grant as both as “<<Name of Charity>>” and as a “restricted fund”.

of the Grant on trust for us at all times.

defines as a “charitable purpose”, i.e. any purpose which is one of the 13 “heads” of charity in the Act and which is for the public benefit. The Charity’s purposes are stated in its governing document.

Accepted by the recipient by agreeing to and signing a copy of this Agreement. The Charity will send the Award attached to them, to the recipient as soon as possible. The recipient must return one copy to the Charity.

3. The Activities

- 3.1 You have no legal obligations under the terms and conditions of the Grant Agreement or other arrangements, but, to safeguard and ensure appropriate use of the Grant funds, we make the Grant on the condition that you agree to the following terms and conditions.
- 3.2 The Grant is to be used for the Activities, and so you must start the Activities [21][28]>> days after you receive the Grant] **OR** [by the completion date stated in the Grant Agreement], and you will tell us promptly of anything that may significantly or adversely affect that timing.
- 3.3 You must not change the Activities or how they are carried out unless and until you have obtained our prior written consent to consent and we have in our discretion consented to the change. You must not use or spend any of the Grant funds on anything other than the Activities.
- 3.4 In carrying out the Activities, you must act with reasonable care, thoroughness, competence and skill, and that would be expected for your level of experience and expertise, and you must comply with all applicable laws and regulations.
- 3.5 You must allow us to inspect the carrying on of the Activities on reasonable notice at any time as we reasonably consider necessary to monitor the carrying on of the Activities.
- 3.6 Unless we have made a written agreement to the contrary, you must not have given you control of the carrying on of the Activities on your behalf, you must not employ any staff, employees or volunteers, and only your officers, directors, partners, agents or authorised representatives on your behalf.

4. Records, Reporting, Information and Insurance

- 4.1 You must ensure that you keep accurate financial records, relating to the carrying out of the Activities, and you must keep these records for seven years after the end of the Activities.
- 4.2 At any time that we reasonably consider necessary to monitor the carrying on of the Activities, you must give us access to the carrying on of the Activities, and allow us to make copies of the records relating to the Activities, for our use.
- 4.3 No later than [<<e.g. 30 days after you complete the Activities] **OR** [<<insert date>>], you must provide us with a written report which is in the report form we have provided to you, containing the following information:
- 4.3.1 a full written report of the carrying on of the Activities which is in the report form we have provided to you;
- 4.3.2 accounts of the carrying on of the Activities containing clear details of all income and other expenditure received and incurred by you in carrying out the Activities must comply with any relevant legal requirements and
- 4.3.3 evidence of the carrying on of the Activities.
- 4.4 You must send us copies of the records that we reasonably require at any time to monitor the carrying on of the Grant is being used.
- 4.5 [You must at all times maintain adequate and relevant to the carrying on of the Activities. We must have copies of the policies.]

5. Information, Marketing and Publicity

- 5.1 You [may][must] make the carrying on of the Activities publicly as appropriate and as practical.

- 5.2 You:
- 5.2.1 [must not make any use of our intellectual property rights or any other rights we own or control, except as we may expressly permit in writing; and]
- 5.2.2 [5.2.2 must not make any use of the Grant except as we may expressly permit in writing; and we may reasonably refuse such permission];
- 5.2.3 [5.2.3 must not make any use of the Grant in breach of any publicity guidelines at all times;]
- 5.3 [We may publicise the results of the Activities in any way we wish.]
- 5.4 [If you produce any material in connection with the Activities, we may use and reproduce them for publicity purposes.]
- 6. Additional Conditions for the Grant**
- 6.1 You must at all times be a [registered] charity and be able to receive and hold the Grant under the terms of your constitution.
- 6.2 You must not:
- 6.2.1 change your objects or purposes such that it affects either the carrying out of the Grant or the use of the Grant for the Charitable Purposes; or
- 6.2.2 transfer your rights or obligations under the Grant to any other body or person, unless we have previously agreed to agree. We will not unreasonably refuse to agree.
- 6.3 If you are not an individual, you must have authority to enter into the Grant, or not there is such authority, and you are liable under the Grant.
- 6.4 You must not do anything that puts us at risk of breaching UK charity law or regulation.
- 6.5 You must inform us of any serious incident report to the Charity Commission in connection with the Grant.
- 6.6 You must tell inform us of any investigation by any public authority or body of trustees, directors, employees or volunteers.
- 6.7 You must at all times follow the instructions.
- 6.8 You must not do anything that might harm our or your reputation.
- 7. General Conditions**
- 7.1 You must keep us informed of any information you have given us to ensure it is always up to date, correct, and complete.
- 7.2 If we do not enforce the Grant Agreement against you straightaway, we may still enforce our right/s if we tell you in writing that we do.
- 7.3 Even though we give you the Grant, we may talk to you about the Activities or other matters involving you or your organisation, and we may talk to you about the involvement in or liable or responsible for the Activities. You take or fail to take in respect of the Activities and for getting advice about the Activities and for

8. VAT

8.1 The Grant is not considered as a taxable supply for VAT purposes. We are not obliged to account for VAT in respect of VAT in addition to the Grant.

8.2 If you are or become VAT registered, you must keep proper and up to date records.

9. Breach of the Grant Agreement or Repaying the Grant

If at any time:

9.1 you do not comply with the terms and conditions of the Grant Agreement; or

9.2 we deem it unlikely that you will achieve the purpose for which we made it; or

9.3 you close or wind up, or transfer the Grant to another charity that we have not given written permission); or

9.4 you sell or in some way dispose of the Grant, the Activities or your rights without our approval in writing; or

9.5 you become insolvent, then we may in our absolute discretion to pay back all or any of the Grant [(except for such part of it that has been spent on the Activities by that time)] and/or end the Grant Agreement.

10. Expiry/Termination of the Grant

10.1 The Grant Agreement will continue until the last of the following to occur, either one year after the date of the Grant, use of all the Grant, or you have carried out all the Activities, or the termination of the Grant Agreement, or any breach by you of the terms and conditions of the Grant Agreement ceases.

10.2 We may at any time terminate the Grant Agreement by written notice (the notice will state the reasons in the notice). However, we will endeavour to give you as much notice as we think is reasonably practicable. On such termination you must promptly return the Grant to us except for such part of it that has been properly spent on Activities properly carried out by the time of termination.

11. Data Protection

For the purpose of the Data Protection Act 1998, in the course of your carrying out the Activities, you will not process any personal data, and we will not process any personal data, and we will not share any personal data with each other. "Data Protection Legislation" means the Data Protection Act 1998 and any legislation in force from time to time in the United Kingdom (including, but not limited to, the UK GDPR and the Privacy and Electronic Communications Regulations 2003 as amended).

12. Third Party Rights

Nothing in the Grant Agreement shall confer rights on any third parties and the Contracts (Rights of Third Parties) Act 1999 shall not apply to it.

13. Entire Agreement [and Legal Remedies]

The Grant Agreement is the entire understanding between you and us in relation to the Grant and the Grant Agreement shall be governed by and construed in accordance with the law of the state of [STATE] and the parties submit to the non-exclusive jurisdiction of the courts of the state of [STATE]

Signed on behalf of

<<Full Name of Grantor Charity>>

By [NAME]

(signature)

[Signed on behalf of

<<Full Name of Recipient Charity>>

[(1)] By {FULL NAME OF DULY AUTHORIZED REPRESENTATIVE OF GRANTOR CHARITY}

(signature)

[(2)] By {FULL NAME OF DULY AUTHORIZED REPRESENTATIVE OF RECIPIENT CHARITY}

(signature)]