

DATED

202

GRANT AGREEMENT – [REDACTED]

between

HAMPSHIRE COUNTY COUNCIL

and

[REDACTED]

DRAFT

THIS DEED is dated [DATE]

PARTIES

- (1) **Hampshire County Council**, whose principal address is at The Castle, Winchester, Hampshire, SO23 8UJ (“**Funder**”).
- (2) [REDACTED] of [REDACTED] (“**Recipient**”).

BACKGROUND

- (A) The Funder was the Accountable Body for Enterprise M3 Local Enterprise Partnership (“**LEP**”) until LEP functions in Hampshire were transferred from Enterprise M3 LEP and Solent LEP to the Funder on 1st April 2024. Following the transfer of functions, the Funder established the Hampshire Prosperity Partnership Board (“**HPPB**”) to bring together leaders from local government, business, business representative organisations, and education, to work together to the benefit of the regional economy.
- (B) As a result of the transfer of LEP functions, financial assets were transferred to the Funder and the Funder has agreed to pay the Grant to the Recipient from these funds to assist it in carrying out the [REDACTED] (“**the Project**”).
- (C) [The Recipient agrees to procure the delivery of the Works which will promote the delivery of the Outputs.]
- (D) This Agreement sets out the terms and conditions on which the Grant is made by the Funder to the Recipient.
- (E) These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

AGREED TERMS

1. DEFINITIONS

In this Agreement the following terms shall have the following meanings:

Accountable Body: means Hampshire County Council (the Funder).

Agreement: means these terms and conditions, the grant letter and any Schedules and Annexes attached hereto.

Agreement Term: means the period of this Agreement starting on the Commencement Date and ending when the Project is confirmed by the Funder as complete or earlier termination.

Anti-bribery Laws: means all Applicable Laws relating to anti-bribery and anti-corruption, including the Bribery Act 2010 and any guidance or codes of practice issued by the government pursuant to or concerning the Bribery Act 2010.

Applicable Laws: means all applicable laws, statutes, regulations, regulatory guidance and codes from time to time in force.

Asset: means any land, building, equipment or other asset that is to be purchased or developed using the Grant, and Assets will be construed accordingly.

Certificate of Making Good Defects: means any certificate or statement to be issued by the Contract Administrator in accordance with the Works Contract certifying that defects have been made good in accordance with the defects liability period in the Works Contract.

Certificate of Practical Completion: means the certificate or statement to be issued by the Contract Administrator in accordance with the Works Contract certifying that Practical Completion has taken place.

Change of Control: any change of control of the Recipient or any person who controls the Recipient. 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.

Claim Form: means a request for the Grant in the form attached at Schedule 4.

Commencement Date: the date on which this Agreement takes effect being [REDACTED].

Consents: means any necessary approval, authorisation, consent, exemption, licence, permit, permission or registration from any governmental or other authority, the local planning authority, landlords, funders, adjoining land owners or any other person in relation to the carrying out, use and future maintenance of the Works.

Contract Administrator: means the professional responsible for the issue of the Certificate of Practical Completion and the Certificate of Making Good Defects.

Date of Practical Completion: means the date certified in the Certificate of Practical Completion as the date when Practical Completion of the Works was achieved.

Default Event: an event or circumstance set out in clause 18.2.

Duplicate Funding: funding provided by a third party to the Recipient that is for the same purpose for which the Grant was made but has not been declared to the Funder.

Eligible Expenditure: the expenditure incurred by the Recipient during the Grant Period for the purposes of delivering the Project and which complies in all respects with the eligibility rules in clause 5.

Final Report: means a final report on the Project detailing the

- (a) implementation of the Project;

- (b) a final statement on the progress of the Project Works as against the programme as set out in Schedule 1 and detailing any deviation from the Works programme;
- (c) a final Project expenditure statement detailing any deviation;
- (d) a statement of realised and/or anticipated Outputs from the Project and any other benefits anticipated to be derived from the provision of the Grant; and
- (e) any other information as may be reasonably requested by the Funder.

Financial Irregularity: has the meaning given in clause 10.2.

Financial Year: means a period from 1st April in one year to 31st March in the subsequent year.

Governing Body: means the governing body of the Recipient including its directors or trustees.

Grant: the sum or sums to be paid to the Recipient in accordance with this Agreement.

Grant Period: means the period for which the Grant is awarded starting on the Commencement Date and ending on [REDACTED].

Ineligible Expenditure: expenditure incurred by the Recipient which is not Eligible Expenditure, including the non-exhaustive list of ineligible expenditure set out in clause 5.7.

Intellectual Property Rights: means all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.

Know-How: means information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

Maximum Sum: the maximum amount of the Grant that the Funder will provide to the Recipient for the Project, being £[REDACTED].

Milestones: means the dates as set out in Schedule 1.

Outputs: means the requirements as set out in Schedule 1.

Open Book Basis: means that financial information is complete, accurate, current and accessible to the Funder.

Practical Completion: means completion of the Works for the Project in accordance with the definition of practical completion in the Recipient's Works Contract used by the Recipient with its chosen contractor.

Prohibited Act: means:

- (a) offering, giving or agreeing to give to any servant of the Funder any gift or consideration of any kind as an inducement or reward for:
 - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Funder; or
 - (ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Funder;
- (b) entering into this Agreement or any other contract with the Funder where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Funder;
- (c) committing any offence:
 - (i) under the Anti-bribery Laws;
 - (ii) under legislation creating offences in respect of fraudulent acts; or
 - (iii) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Funder; or
- (d) defrauding or attempting to defraud or conspiring to defraud the Funder.

Project: means the project as described in Schedule 1.

Project Manager: means the individual who has been nominated to represent the Funder for the purposes of this Agreement.

Representative(s): a party's duly authorised directors, employees, officers, agents, professional advisers and consultants.

VAT: value added tax chargeable in the UK.

Works: means the works to be delivered as part of the Project using the Grant as set out in Schedules 1 and 2.

Works Contract: means the contract for the carrying out of the Works between the Recipient and the Works Contractor.

Works Contractor: means the contractor appointed by the Recipient under the Works Contract including its successors in title and authorised assigns), and any of its sub contractors or agents engaged in the delivery of the Services under the Works Contract.

- 1.2 The headings in this Agreement are inserted for convenience only and shall not affect its construction.

- 1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

2. COMMENCEMENT AND COMPLETION OF THE PROJECT

- 2.1 The Recipient agrees to use reasonable endeavours to:
 - 2.1.1 commence the Project in accordance with the Milestones.
 - 2.1.2 ensure that all Outputs are delivered before the expiry of the Agreement Term except where expressly set out in this Agreement or subsequently agreed in writing.

3. PURPOSE OF GRANT

- 3.1 The Recipient shall use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of the Funder.
- 3.2 The Recipient shall not make any significant change to the Project without the Funder's prior written agreement and will, as soon as is reasonably practical, notify the Funder of any material changes to the Project.
- 3.3 The Recipient represents and undertakes to the Funder as conditions of this Agreement that:
 - 3.3.1 any material information the Recipient provides to the Funder in the future relating to this Agreement or the Project, including information contained in any invoice, will be true, complete and accurate to the best of the Recipient's knowledge;
 - 3.3.2 the representations and undertakings in clause 3.3.1 will be deemed to be repeated by the Recipient when each claim for an instalment of Grant is submitted pursuant to clause 4 as if made with reference to the facts and circumstances existing at the date of submission of such claim and the Recipient acknowledges that the Funder has relied on and will rely on this information in agreeing to pay the Grant and each instalment of it; and
 - 3.3.3 if, at any time during the Agreement Term, there is any change in relation to the Recipient's circumstances, such that would cause any of the representations and undertakings set out in clause 3.3 to be breached if they were to be

repeated at that time, the Recipient will inform the Funder of that fact, as soon as practicable in writing.

4. PAYMENT OF GRANT

- 4.1 Subject to the rest of this clause and the Recipient's full compliance with the provisions of this Agreement, the Funder will make Grant payments to the Recipient in arrears up to the maximum instalment amounts set out in Schedule 2.
- 4.2 The Funder will pay each instalment of the Grant to the Recipient within thirty (30) days of the Funder approving the Recipient's Grant Claim. The Recipient must submit each Grant Claim in accordance with Schedule 2. The Funder reserves the right not to pay any Grant Claim that is not submitted within the period set out in Schedule 2 or which is incomplete, incorrect or submitted without the required supporting documents.
- 4.3 The Recipient will provide any proof of expenditure and other supporting documents or information (to include but not be limited to copies of bank statements showing payments have been made) that the Funder may require to process a Grant instalment.
- 4.4 The Recipient accepts that payments of the Grant will not be made if the Funder does not have available funds or is for any other reason unable or not permitted to provide the funds.
- 4.5 The Funder will only pay the Grant to the Recipient in respect of Eligible Expenditure incurred by the Recipient to deliver the Project. The Funder will not make any Grant payment until the Funder is satisfied that:
 - (a) the payment will be used in full to reimburse Eligible Expenditure already incurred in the delivery of the Project; and
 - (b) any previous Grant payments have been used for Eligible Expenditure only.
- 4.6 The Maximum Sum will not be increased in the event of any overspend by the Recipient in its delivery of the Project.
- 4.7 The Funder will have no liability to the Recipient for any losses caused by a delay in the payment of the Grant however arising.
- 4.8 The Recipient must promptly repay to the Funder any money incorrectly paid to it 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 all conditions attaching to the Grant have been complied with by the Recipient.

5. USE OF GRANT

- 5.1 The Grant shall be used by the Recipient for the delivery of the Project in accordance with Schedule 3 or as agreed by the Parties in writing. The amount of the Grant that the Recipient may spend on any item of Eligible Expenditure listed in column 1 of

Schedule 3 must not exceed the corresponding sum of money listed in column 2 without the prior written agreement of the Funder.

5.2 The Recipient shall not use the Grant to:

- (a) make any payment to members of its Governing Body;
- (b) meet, cover or pay for any revenue expenditure; or
- (c) pay for any expenditure commitments of the Recipient entered into before the Commencement Date,

unless this has been approved in writing by the Funder.

5.3 The Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period, without prior agreement of the Funder.

5.4 Should any part of the Grant remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent monies are returned to the Funder.

5.5 The Recipient will be the sole recipient of the Grant. The Recipient will be responsible for managing the Grant as between itself and any third parties involved in performing the Project. This includes securing the re-payment of the Grant if requested by the Funder in accordance with this Agreement.

5.6 Eligible Expenditure comprises:

- (a) the items in Schedule 3 up to the maximum amounts specified in Schedule 3; and
- (b) fees charged to the Recipient by external auditors or accountants for certifying that the Grant paid was applied for its intended purposes in accordance with clause 9.5.

5.7 The Grant must not be used for any of the following non-exhaustive list of items:

- (a) paid for lobbying, which means using the Grant to fund lobbying (via an external firm or in-house staff) intended to influence Parliament, government or political activity or attempting to influence legislative or regulatory action;
- (b) using the Grant to enable one part of government to challenge another on topics unrelated to the agreed purpose of the Grant;
- (c) using the Grant to petition for additional funding;
- (d) expenses, such as for entertaining, specifically aimed at exerting undue influence to change government policy;
- (e) input VAT reclaimable by the Recipient from His Majesty's Revenue and Customs (HMRC);
- (f) payments for activities of a political or exclusively religious nature;

- (g) interest payments or service charge payments for finance leases;
- (h) gifts;
- (i) statutory fines, criminal fines or penalties;
- (j) payments for work or activities which the Recipient, or any associated entity, has a statutory duty to undertake or that are fully funded by other sources;
- (k) bad debts to related parties;
- (l) the depreciation, amortisation or impairment of assets; and
- (m) novel or contentious payments. This includes any payment that could cause embarrassment to the Funder (for example, any excessive severance payment, unfair dismissal costs or other compensation).

5.6 The Recipient will comply with and will procure that any of its contractors complies with all applicable procurement requirements in connection with the procurement of any works, equipment, goods and services in relation to the Project and shall promptly provide to the Funder or any Government Office any information which the Funder may request in order to satisfy itself that the Recipient and the contractor have done so.

5.7 The Recipient will procure that procurement of works, equipment, goods and services by the Recipient and its contractors shall be based on value for money. In determining how this requirement should be met, the Recipient will (and will procure that its contractors will) take account of public sector accountability and probity and shall document the decision making process.

6. OTHER FUNDING

6.1 Where the Recipient has obtained funding from a third party in relation to its delivery of the Project (including funding for associated administration and staffing costs) before the Commencement Date, the Recipient confirms that:

- (a) it has declared this funding to the Funder and obtained the Funder's approval for it; and
- (b) the amount of this funding is included in Schedule 3 together with a clear description of what that funding will be used for.

6.2 Where the Recipient intends to apply to a third party for other funding for the Project, it will notify the Funder in advance of its intention to do so and, where such funding is obtained, it will provide the Funder with details of the amount and purpose of that funding.

6.3 The Recipient agrees and accepts that it shall not apply for Duplicate Funding in respect of any part of the Project or any related administration costs that the Funder is funding in full under this Agreement.

6.4 Where the Recipient has obtained funding from a third party in relation to its delivery of the Project (including without limitation funding for associated administration and staffing costs), the amount of such funding shall be included in the budget in Schedule 3 together with a clear description of what that funding shall be used for.

7. GRANT REVIEW

7.1 The Funder reserves the right to undertake a review of the Grant during the Grant Period. The Funder will take into account the Recipient's delivery of the Project against the agreed outputs in Schedule 1 and the reports produced by the Recipient under clause 9.

7.2 Each review may result in the Funder deciding to take one or more of the following steps:

- (a) allowing this Agreement to continue in line with existing plans;
- (b) recovering any Grant monies that have not been spent by the Recipient;
- (c) terminating this Agreement; or
- (d) taking any other action deemed reasonable in the circumstances.

7.3 The Recipient may make representations to the Funder regarding its decision under clause 7.2. The Funder is not obliged to take those decisions into account. Its decision will be final and at its absolute discretion.

8. ACCOUNTS AND RECORDS

8.1 The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds.

8.2 The Recipient shall keep separate, accurate and up-to-date accounts on an Open Book Basis and records of the receipt and expenditure of the Grant monies received by it.

8.3 The Recipient shall keep all invoices, receipts, and accounts and any other Project documents relating to the Grant for a period of at least six (6) years following receipt of any Grant monies to which they relate. The Funder shall have the right to review, at the Funder's reasonable request, the Recipient's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.

8.4 The Recipient shall on request provide the Funder with a copy of its annual accounts within six months (or such lesser period as the Funder may reasonably require) of the end of the relevant Financial Year in respect of each year in which the Grant is paid. The Recipient shall comply and facilitate the Funder's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Funder.

9. MONITORING AND REPORTING

- 9.1 The Recipient shall closely and regularly monitor the delivery and success of the Project throughout the Agreement Term to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.
- 9.2 The Recipient shall provide the Funder within thirty (30) days of a request to do so with a financial report and an operational report on its use of the Grant and delivery of the Project according to the timescales set by the Funder as set out in Schedule 1 and in such formats as the Funder may reasonably require.
- 9.3 Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient shall include the amount of such funding in its financial reports together with details of what that funding has been used for.
- 9.4 During the Grant Period and for [NUMBER] [months/years] after it, the Recipient will:
- (a) permit any person authorised by the Funder reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Agreement; and
 - (b) provide the Funder or any person authorised by the Funder, on request, with any information, explanations or documents that the Funder may reasonably require to establish that the Grant has been used properly in accordance with this Agreement.
- 9.5 During the Grant Period and for [NUMBER] [months/years/ after it, the Funder may request, and the Recipient will provide, independent assurance that the Grant has been used for delivery of the Project. To satisfy this requirement, the Recipient will provide, if reasonably requested by the Funder (including where the Funder suspects that the Grant has been misused), a report from an independent and appropriately qualified auditor certifying whether the Grant paid to the Grant Recipient was applied in accordance with this Agreement.
- 9.6 The Recipient shall provide the Funder with a Final Report within sixty (60) days of completion of the Agreement Term which shall confirm whether the Project has been successfully and properly completed.

10. FINANCIAL MANAGEMENT

- 10.1 The Recipient must at all times comply with Anti-bribery Laws.
- 10.2 The Recipient must have 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 Grant ("**Financial Irregularity**").
- 10.3 The Recipient must notify the Funder of all cases of Financial Irregularity (whether proven or suspected) relating to the Project or in the use of the Grant as soon as they are identified. The Recipient will:
- (a) explain to the Funder what steps are being taken to investigate the irregularity;

- (b) keep the Funder informed about the progress of any investigation;
 - (c) assist the Funder in any investigations it initiates; and
 - (d) refer the matter to external auditors or another third party if required to do so by the Funder.
- 10.4 If the Funder suspects any Financial Irregularity in relation to the Project, the Funder may do one or more of the following:
- (a) suspend future payments of the Grant;
 - (b) insist that the Recipient addresses the Financial Irregularity; and
 - (c) require the Recipient to provide any assistance required by the Funder to recover misused Grant funds.

11. CONFLICTS OF INTEREST

- 11.1 The Recipient will not engage, and will ensure that none of its Representatives engage, in any personal, business or professional activity which conflicts or could conflict with any of its or their obligations in relation to this Agreement.

12. ACKNOWLEDGMENT AND PUBLICITY

- 12.1 The Recipient shall refer to the Grant in its annual report and accounts, or other equivalent reports, stating the Funder as the source of the Grant.
- 12.2 The Recipient shall not publish any material referring to the Project or the Funder without the prior written agreement of the Funder. The Recipient shall acknowledge the support of the Funder in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by the Funder) shall include the Funder's name and logo (or any future name or logo adopted by the Funder) using the templates provided by the Funder from time to time.
- 12.3 In using the Funder's name and logo, the Recipient shall comply with all reasonable branding guidelines issued by the Funder from time to time.
- 12.4 The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Funder.
- 12.5 The Recipient agrees to commission, install and maintain signage acknowledging the Recipient's involvement in the Project and the Project site location. The design and location of any such signage shall be agreed and developed with the Funder.
- 12.6 The Funder may acknowledge the Recipient's involvement in reports to one another and to the Government in the Project and within their annual reports as appropriate upon reasonable notice.

12.7 The Recipient shall comply with all reasonable requests from the Funder to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Funder in its promotional and fundraising activities relating to the Project.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 The Funder and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the Funder or the Recipient before the Commencement Date or developed by either party during the Agreement Term, shall remain the property of that party.

13.2 Where the Funder has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Funder.

13.3 Subject to clause 13.4, where the Recipient has provided the Funder with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Funder shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Recipient.

13.4 The Funder is entitled to use the Recipient's logo for a period of twelve (12) months from expiry of this Agreement in relation to its annual reports.

13.5 Rights and obligations under this clause 13 shall be reciprocal in effect, applying as if the words Recipient and Funder are replaced.

14. CONFIDENTIALITY

14.1 Subject to clause 15 (Freedom of Information), each party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.

14.2 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:

- (a) at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;
- (b) is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or

- (c) is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

9.3 The Funder in line with the government's ongoing drive to open up activities of the public sector to greater scrutiny has prepared its transparency agenda and the Recipient hereby agrees that nothing in this Agreement shall prevent the Funder from publishing any payments made by the Funder to the Recipient under the terms of this Agreement

15. FREEDOM OF INFORMATION

15.1 The Recipient acknowledges that the Funder is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 and shall assist and co-operate with the Funder (at the Recipient's expense) to enable the Funder to comply with these information disclosure requirements.

15.2 The Recipient shall:

- (a) transfer the request for information to the Funder as soon as practicable after receipt and in any event within two (2) Working Days of receiving a request for information;
- (b) provide the Funder with a copy of all information in its possession or power in the form that the Funder requires within five (5) working days (or such other period as the Funder may specify) of the Funder requesting that information; and
- (c) provide all necessary assistance as reasonably requested by the Funder to enable the Funder to respond to a request for information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations 2004.

15.3 The Funder shall be responsible for determining at its absolute discretion whether the information:

- (a) is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations 2004;
- (b) is to be disclosed in response to a request for information, and in no event shall the Recipient respond directly to a request for information unless expressly authorised to do so by the Funder.

15.4 In no event shall the Recipient respond directly to a request for information unless expressly authorised to do so by the Funder.

15.5 The Recipient acknowledges that the Funder may be obliged under the FOIA or the Environmental Information Regulations 2004 to disclose information:

- (a) without consulting with the Recipient; or

- (b) following consultation with the Recipient and having taken its views into account,

provided always that where clause 15.5(b) applies the Funder shall take reasonable steps, where appropriate, to give the Recipient advanced notice, or failing that, to draw the disclosure to the Recipient's attention after any such disclosure.

- 15.6 The Recipient shall ensure that all information produced in the course of the Agreement or relating to the Agreement is retained for disclosure for a period of twelve (12) years and shall permit the Funder to inspect such records as requested from time to time.

OR

- 15.7 Each party acknowledges that the other is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 and shall assist and co-operate with each other (at their own expense) to enable the other party to comply with these information disclosure requirements.

- 15.8 Each Party shall:

- (a) transfer the request for information to the other party as soon as practicable after receipt and in any event within two (2) Working Days of receiving a request for information;
- (b) provide the other party with a copy of all information in its possession or power in the form that the other party requires within five (5) working days (or such other period as the other party may specify) of the other party requesting that information; and
- (c) provide all necessary assistance as reasonably requested by the other party to enable the other party to respond to a request for information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations 2004.

- 15.9 Each party shall be responsible for determining at its absolute discretion whether the information:

- (a) is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations 2004;
- (b) is to be disclosed in response to a request for information, and in no event shall either party respond directly to a request for information unless expressly authorised to do so by the other party.

- 15.10 Each party acknowledges that the other party may be obliged under the FOIA or the Environmental Information Regulations 2004 to disclose information:

- (a) without consulting with the other party; or

- (b) following consultation with the other party and having taken its views into account,

provided always that where clause 15.5(b) applies each party shall take reasonable steps, where appropriate, to give the other party advanced notice, or failing that, to draw the disclosure to the other party's attention after any such disclosure.

- 15.11 Each party shall ensure that all information produced in the course of the Agreement or relating to the Agreement is retained for disclosure for a period of twelve (12) years and shall permit the other party to inspect such records as requested from time to time.

16. DATA PROTECTION

- 16.1 It is not anticipated that there will be any Personal Data processed under this Agreement with the exception of business names and contact details which the parties shall share in order to manage the Agreement.

- 16.2 If any Personal Data is processed, the parties shall comply at all times with provisions equivalent to the Data Protection Legislation and shall agree any necessary amendments or variations to this clause in accordance with the provisions set out in this Agreement.

- 16.3 Each party agrees that it shall not perform its obligations under this Agreement in such a way as to cause the other party to breach any of its applicable obligations under the Data Protection Legislation.

- 16.4 The following definitions are to be included for the purposes of this clause 16:

Data Protection Legislation: all applicable UK law relating to the processing of personal data and privacy, including but not limited to the UK GDPR, and the Data Protection Act 2018.

Personal Data: shall take the meaning given in the UK GDPR.

UK GDPR: means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union Withdrawal Act of 2018.

17. ASSETS

[Further detail will be included within this clause if any form of security or special conditions are required in relation to any assets being procured by the Recipient as part of the funding provision]

18. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT

- 18.1 The Funder's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Funder's other rights and remedies, the Funder may at its discretion exercise its rights in clause 18.2 if:

- (a) the recipient uses the Grant for Ineligible Expenditure or for purposes other than those for which they have been awarded;
- (b) the Recipient fails to comply with any of its obligations under this Agreement and that failure is material or persistent in the Funder's reasonable opinion;
- (c) the delivery of the Project does not start within six (6) months of the Commencement Date and the Recipient has failed to provide the Funder with a reasonable explanation for the delay;
- (d) the Funder considers (acting reasonably) that the Recipient has not made satisfactory progress with the delivery of the Project in accordance with Schedule 1 and Appendix A;
- (e) the Recipient is, in the reasonable opinion of the Funder, delivering the Project in a negligent manner, which includes failing to prevent or report actual or anticipated Financial Irregularity;
- (f) the Recipient obtains Duplicate Funding from a third party for the Project;
- (g) the Recipient obtains funding from a third party in relation to this Project which, in the reasonable opinion of the Funder, undertakes activities that are likely to bring the reputation of the Project or the Funder into disrepute;
- (g) it appears to the Funder (acting reasonably) that the cost of delivering the Project is less than the Grant in which case the Funder may (in addition to any other rights it has under this Agreement) reduce the Grant;
- (h) the Recipient provides the Funder with any materially misleading or inaccurate information;
- (i) the Recipient commits or committed a Prohibited Act;
- (j) any member of the Governing Body, employee or volunteer of the Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of the Funder, bring or are likely to bring the Funder's name or reputation into disrepute;
- (k) the Recipient transfers, assigns or novates this Agreement to any third party (or attempts to do so) without the Funder's consent;
- (l) the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- (m) the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;

- (n) 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
- (o) the Recipient fails to comply with the reporting and monitoring requirements of Schedule 1 or delivery of any Outputs or Milestones and fails to remedy such default within sixty (60) days of a notice from the Funder setting out the default.

18.2 Where the Funder determines that a Default Event has or may have occurred, the Funder will notify the Recipient to that effect, setting out any relevant details and any action it intends to take or has taken. The Funder may take any one or more of the following actions:

- (a) suspend or withhold payment of the Grant;
- (b) reduce the Maximum Sum;
- (c) require the Recipient to repay all or any part of the Grant previously paid to the Recipient; and
- (d) terminate this Agreement.

18.3 If a Default Event has or may have occurred and the Funder believes it is capable of being remedied, the Funder will not exercise its rights under clause 18.2(c) or clause 18.2(d) unless the Recipient fails to rectify the default to the reasonable satisfaction of the Funder within the time period specified by the Funder. The Funder may conclude that a Default Event is a material failure, incapable of remedy or both where it is one of multiple Default Events that demonstrate (in the Funder's reasonable opinion) that the Recipient is unwilling to comply, or unable to comply, with the terms and conditions of this Agreement.

18.4 Wherever any sum of money is recoverable from the Recipient under this Agreement, the Funder may deduct that sum from any sums due to the Recipient under this Agreement or any other agreement with the Funder.

18.5 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement, it will notify the Funder as soon as possible so that, if possible and without creating any legal obligation, the Funder will have an opportunity to provide assistance in resolving the problem or to take action to protect the Funder and the Grant monies.

19. COMPLIANCE WITH LAW

19.1 The Recipient must carry out the Project and its obligations under this Agreement in accordance with all Applicable Laws, including all Applicable Laws:

- (a) relating to equality or prohibiting any form of discrimination; or
- (b) concerning health and safety in relation to people working on the Project.

19.2 The Recipient must take all reasonable steps to ensure that its Representatives and all third parties, such as suppliers, engaged on the Project comply with all Applicable Laws in carrying out the Project.

20. ENVIRONMENT

20.1 The Recipient will carry out the Project with due regard to the protection of the environment, including by:

- (a) minimising waste, air and water pollution and the release of greenhouse gas emissions and other substances damaging to health and the environment;
- (b) conserving the use of raw materials, water, energy and other resources;
- (c) adopting circular economy and zero waste methods wherever possible, including by using recovered or recycled goods and environmentally friendly production methods; and
- (d) limiting the Project's impact on biodiversity and nature.

20.2 The Recipient will take all possible precautions to ensure that any materials used in the Project do not contain any damaging or hazardous substances unless this is unavoidable in which case the Recipient must notify the Funder in advance of their use.

21. LIMITATION OF LIABILITY

21.1 The Funder accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal, withholding, suspension or reduction of the Grant.

21.2 The Recipient will indemnify the Funder against all liabilities, damages, losses (including loss of reputation), expenses and costs (including all interest, penalties, legal costs (calculated on a full indemnity basis) and reasonable professional costs and expenses) suffered or incurred by the Funder in connection with:

- (a) the acts or omissions of the Recipient in relation to the Project;
- (b) the non-fulfilment of any obligations of the Recipient under this Agreement; or
- (c) the performance or non-performance of any obligation of the Recipient to any third party in relation to the Project.

21.3 Subject to clause 21.1 and clause 21.4 the Funder's liability under this Agreement is limited to the amount of the Grant outstanding.

21.4 Nothing in this Agreement limits any liability which cannot legally be limited

22. INSURANCE

22.1 The Recipient shall, during the Grant Period and for a period of six (6) years after termination or expiry of this Agreement, effect and maintain adequate insurance with

a reputable insurance company to cover claims under this Agreement and any other claims that may be brought against it in connection with the Project, including for death or personal injury, loss of or damage to property or any other loss (“Required Insurance”).

- 22.2 The Recipient shall (on request) supply to the Funder evidence from its insurers that the Required Insurance is in place and confirmation that the relevant premiums have been paid.

23. VAT

- 23.1 The Grant is not consideration for any taxable supply for VAT purposes.
- 23.2 If VAT is held to be chargeable in respect of this Agreement, all payments will be deemed to be inclusive of VAT and the Funder will not be obliged to pay any additional amount by way of VAT

24. DURATION

- 24.1 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.

25. CONSEQUENCES OF TERMINATION OR EXPIRY

- 25.1 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.
- 25.2 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 the rights of the Funder to recover any amount of the Grant previously paid to the Recipient following termination or expiry.
- 25.3 Any liabilities arising at the end of the Project or on termination or expiry of this Agreement must be managed and paid for by the Recipient using its own resources. There will be no additional funding available from the Funder for this purpose. The Funder will not be liable to pay any of the Recipient's costs or those of any supplier of the Recipient related to any transfer or termination of employment of any employees engaged in the Project.

26. CHANGE OF CONTROL

- 26.1 The Recipient will notify the Funder as soon as the Recipient is aware (or reasonably should be aware) that it is undergoing or has undergone a Change of Control, provided that notification is permitted by Applicable Laws. The Recipient will ensure that its notice sets out full details of the Change of Control, including the circumstances explaining it.

27. ASSIGNMENT

The Recipient may not, without the prior written consent of the Funder, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.

28. WAIVER

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

29. NOTICES

All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered or mailed (first class postage prepaid) to the address of the relevant party as referred to above or otherwise notified in writing. If personally delivered all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

30. DISPUTE RESOLUTION

- 30.1 In the event of any complaint or dispute (which does not relate to the Funder's right to withhold, reduce or recover funds or terminate the Agreement) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the Project Manager or any other individual nominated by the Funder from time to time.
- 30.2 Should the complaint or dispute remain unresolved within fourteen (14) days of the matter first being referred to the Project Manager or other nominated individual, as the case may be, either party may refer the matter to the Assistant Director of Hampshire 2050 for the Funder and the [Chair OR Chief Executive] of the Recipient with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the Funder and the Recipient.
- 30.3 In the absence of agreement under clause 30.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.
- 30.4 Unless this Agreement has already been terminated, the Recipient shall continue to perform his obligations under this Agreement regardless of the nature of the dispute and notwithstanding any referral of the dispute.

31. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

32. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

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Schedule 1 The Project

[To be completed upon award]

Expected Outputs and Outcomes

The project can be expected to deliver the below outputs and outcomes in line with corresponding models as detailed below:

Outputs

Output description	Date of Completion

Outcomes

Expected Outcome	Date of Completion

Milestones

Key Milestone	Expected date of key milestone Completion

Also see high level and more detailed timelines or Gantt charts provided during the grant assessment period

Monitoring and Reporting

Monitoring and evaluation is a key part of the delivery of Projects. Recipients are expected to provide monitoring information on an ongoing basis, as set out within clause 9 of this Agreement. Monitoring and reporting will incorporate as a minimum the assessment of the expected outcomes and outputs from the project as found above in Schedule 1.

The Recipient shall provide monitoring information to the Funder on a quarterly basis in relation to the expected outputs and outcomes identified in this agreement until the monitoring end date of [REDACTED].

At the end of the project, the Recipient should provide a Final Report which evaluates the delivery of the Project and Works against the Milestones and Expected Outcomes set out in this agreement. The Recipient will also be required to provide information to support any evaluation activity which the Funder might undertake over the lifetime of this Agreement.

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THE WORKS OBLIGATIONS

1. Works Contract

The Recipient will not vary the Works Contract in any material way without the approval of the Funder.

2. Works

The Recipient will procure that the Works:

- 2.1 are commenced by [REDACTED];
- 2.2 will be carried out and completed substantially in accordance with the Works specification as agreed by the Funder; and
- 2.3 will be carried out and completed in accordance with the Works programme subject to any agreed extension but in any event will be completed and ready for use by the [REDACTED].

3. Consents

- 3.1 The Recipient will procure that no work is carried out in relation to the Works without all necessary Consents having been obtained and will, if requested by the Funder, produce to it such evidence as the Funder may require in this regard.
- 3.2 The Recipient will procure that the Works Contractor complies with all relevant Consents.

4. Compliance with Works Contract

The Recipient will:

- 4.1 procure that the Works Contractor complies with the terms of the Works Contract; and
- 4.2 enforce the terms of the Works Contract at all times; and
- 4.3 during the carrying out of the Works the Recipient will procure that the Works Contractor will at all times maintain appropriate insurance.

5. Works Claims

The Recipient will immediately notify the Funder of any claim brought against the Recipient or the Works Contractor arising out of or relating to the Works including (without limitation) any claim made against any of the professional team, any supplier or contractor of which the Recipient receives notification.

6. Legislation

- 6.1 The Recipient will (and will require in contract documentation for the Works Contractors or any suppliers and sub contractors) comply in all material respects with all relevant statutory requirements including but not limited to legislation to health and safety and welfare at work.
- 6.2 The Recipient will provide evidence to the Funder within a reasonable period following request of a policy covering equal opportunities so as to avoid unfair discrimination on the grounds of colour, race, creed, nationality or any other unjustifiable basis directly or indirectly in relation to the implementation of the Works and relevant evidence shall be provided as to the implementation of this policy as requested by the Funder.

7. Insurance

During the carrying out of the Works the Recipient will procure that the Works Contractor will at all times:

- 7.1 maintain an insurance policy being an "all risks" insurance policy covering the usual risks covered by this type of policy in respect of the Works, their carrying out and all unfixed goods and materials in connection with the Works for, in every case, the full reinstatement or replacement costs thereof from time to time;
- 7.2 if requested, supply evidence of such insurance policy;
- 7.3 if any of the Works or any materials or goods required to undertake such Works are destroyed or damaged, make an appropriate claim under such insurance policy and use any such proceeds received for the same in rebuilding, reinstatement or replacement of the Works; and
- 7.4 not to do or permit anything which may render such policy of insurance void or voidable.

8. Certificates

The Recipient will procure that:

- 8.1.1 the Works Contractor gives ten (10) Working Days prior written notice to the Funder of the date when it anticipates that the Date of Practical Completion will occur;
- 8.1.2 as soon as practicable after the Contract Administrator issues the Certificate of Practical Completion a copy is supplied to the Funder; and
- 8.1.3 as soon as practicable after the Contract Administrator issues the Certificate of Making Good Defects a copy is supplied to the Funder.

9. Material Alterations to the Works

The Recipient will procure that the Works Contractor will not, without the Funder's consent, make a material alteration to the Works.

10. Default of the Contractor

- 10.1 In respect of the Works Contractor if any one of the following occurs:
- 10.1.1 an encumbrance takes possession or a receiver or administrative receiver or manager or sequestrator is appointed of the whole or any substantial part of the undertaking, assets, rights or revenues of the Works Contractor;
 - 10.1.2 any order is made by, any competent court for the appointment of an administrator in relation to the Works Contractor;
 - 10.1.3 the Works Contractor is, or is adjudicated or found to be, insolvent or stops or suspends payment of its debts or is (or is deemed to be) unable to or admits inability to pay its debts as they fall due or proposes or enters into any composition or other arrangement for the benefit of its creditors generally or proceedings are commenced in relation to the Works Contractor under any statutory requirement, regulation or procedure relating to the reconstruction or adjustment of debts;
 - 10.1.4 any order is made by any competent court or any resolution is passed by the Works Contractor for its winding-up or dissolution or for the appointment of a liquidator of the Works Contractor except for the purpose of amalgamation or reconstruction of a solvent company; and/or
 - 10.1.5 the Works Contractor ceases or threatens to cease to carry on the whole or a substantial part of its business,

then the Recipient shall immediately notify the Funder and provide a plan to remediate or mitigate the impact on the Works for the approval of the Funder (acting reasonably). If such plan is approved by the Funder the Recipient will implement such plan in accordance with such approval. If such plan is not approved by the Funder the Funder may serve notice of a breach of this Agreement.

Schedule 2 Payment Schedule Against Project Milestones

[To be completed upon award]

Project Milestone	Expected Date of Milestone Completion	Amount of Grant Payable	Expected Payment Date

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Schedule 3 Breakdown of Grant

[To be completed upon award]

Hampshire County Council Funding Breakdown

Item of Expenditure	Budget (in UK Sterling)

[Redacted] /Third Party Breakdown

Item of Expenditure	Budget (in UK Sterling)

Schedule 4 Claim Form

- This form must be completed in full and signed off by the Grant Recipient's representative as identified in the Grant Agreement.
- You must provide supporting evidence for your Claim.
- Unless agreed with the Project Manager, all Claims must be in line with the agreed budget.
- The Claim form and supporting evidence must be sent to the Project Manager.

1. Grant Recipient details

Name	
Organisation	
Address	
Project Title	
Bank Name and Address	
Bank A/C Number	
Sort Code	

2. Funding - I/we wish to claim the following amount of:

--

3. Declaration and Undertaking

- I/we declare that the project is being implemented in accordance with the Grant Agreement.
- I/we undertake to notify Hampshire County Council immediately in writing of any changes to detailed notes on this form and any attachments.
- Evidence of spend (invoices, certificates of work) will be kept and made available for inspection by Hampshire County Council.

Name (block capitals)	Signature	Date

Supporting evidence must be provided with this claim form to support the claim for funding. Supporting evidence could include invoices for work, demonstration that contracts are in place for work, certificates of practical completion.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it

THE COMMON SEAL of

HAMPSHIRE COUNTY COUNCIL

was affixed to this Deed which was

delivered when stated

in the presence of:

.....

Authorised Signatory

Execution clause to be added
dependant on type of organisation

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