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Agreement for another Charity

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<<Name Grant>>

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1. Definitions and Interpretation
 2. The Grant
 3. The Activities
 4. Records, reporting, information and insurance
 5. Information, Marketing and
 6. Additional conditions for re
 7. General conditions
 8. VAT
 9. Breach of the Grant Agree
 10. Termination of the Grant A
 11. Third party rights
 12. Entire Agreement
 13. Law and jurisdiction
- Schedule
Schedule of additional terms and c

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on and insurance

repaying the Grant

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THIS AGREEMENT is made

BETWEEN:

(1) **EITHER**

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

OR

[<<Name of Grantor Charity (Incorporated Organisation) and a registered charity number <<Insert Charity Commission number>>] with its principal office address in <<Insert address of Grantor Charity>>]

OR

[All of the trustees, named <<Insert names of all of the Grantor Charity's trustees>> of the charitable <<Insert name of Grantor Charity>> and association] known as <<Insert name of Grantor Charity>> number <<Insert Grantor's Charity Commission number>>] whose principal office 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 Registered Charity Number>> whose registered office is at <<Insert address of Recipient Charity>>]

OR

[<<Name of Recipient Charity (Incorporated Organisation) and a registered charity number <<Insert Charity Commission number>>] with its principal office address in <<Insert address of Recipient Charity>>]

OR

[All of the trustees, named <<Insert names of all of the Recipient Charity's trustees>> of the charitable <<Insert name of Recipient Charity>> and association] known as <<Insert name of Recipient Charity>> number <<Insert Recipient's Charity Commission number>>] whose principal office 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 [England & Wales] **OR** [the United Kingdom] **OR** [<<State specified in the United Kingdom>>] [but you are not registered as a charity with the Charity Commission] **[OR]** [and you are 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 for your Charitable Purposes as defined below.

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C We are a [registered] charity and we are permitted under our constitution to make grant funding to another charity.

under our constitution to make grant

D We have carried out appropriate risk assessments in relation to you, your operations, charitable purposes and to the intended Grant, and we consider that it is in our best interests to make the Grant to you.

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.

E Accordingly, we have agreed to make the Grant to you to expend solely on the Activities in accordance with this Agreement.

you to expend solely on the Activities

We and You now agree as follows:

1. Definitions and Interpretation

1.1

“Activities”

mean the [insert details of the Activities you are to give you the Grant [the details of Proposal];

“Award”

mean the sum of money or email to you [dated <<insert details of the Activities you are to the Grant which (subject to your agreement) we are offering to you, in addition to those set out in this Agreement will not be deemed to be accepted in effect unless and until you and we agree in writing];

“Charitable Purposes”

mean the purposes, namely [<<insert details of the Charitable Purposes];

“Grant”

mean the sum of money to be given to you by us (under the Agreement) to fund the Activities;

“Grant Agreement”

mean the Agreement (including any Schedule) and any other documents in connection with the Grant (including any copy of which is attached as Schedule 1 to the Agreement); [and]

¹ You should include these words (and the words “Proposal” set out as Clause 1.6. In some cases you may not need to include any Proposal or other formal submission to the Charity. In that case all details should be set out in the Award by the Grantor

(the words “Proposal” set out as Clause 1.6. In some cases you may not need to include any Proposal or other formal submission to the Charity. 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 Award is only made if you have signed a copy of this Agreement. The Charity will only issue an Award if you have signed a copy of the Agreement and send them, with the Proposal and the Award attached to them, to the Charity. The recipient to sign and return one copy to the Charity.

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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) as defined in the Act (those purposes may or may not be for the public benefit).

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3.7 Unless we have made arrangements with a person or organisation and we have given you our consent, you must not carry out any Activities on your behalf, you must not employ any other persons to carry out any Activities, and only your officers, employees or volunteers may do so on your behalf.

4. Records, Reporting, Information and Insurance

4.1 You must ensure that all financial records, relating to the carrying out of the Activities, are accurate and must keep these records for seven years after the Activities have finished.

4.2 You must on demand provide us with copies of all records, including (but not limited to) bank accounts, invoices, receipts, and other tax records, and any other financial records. We may require you to provide copies of these records at any time from the date the Activities have finished up to seven years after the Activities have finished.

4.3 You must provide us with reports on the Activities within <<e.g. [3][4][6]>> weeks of the completion of each stage of the Activities. You must also provide us with up to []>> weeks after completion of each stage of the Activities. Each report must detail all of the points listed in [the Schedule] OR [the Schedule to this Agreement]. [Each report must also list the names of all persons who have been involved in the carrying out of the Activities listed/described in the Schedule].

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

4.5 The accounts must include a statement of income and expenditure related to the carrying out of the Activities and must also provide evidence of the expenditure of the Grant. When you provide us with the accounts, you must also provide us with evidence of the expenditure of the Grant. The accounts must state how much of the Grant has been expended.

4.6 You must send us copies of all records that we reasonably require to monitor the carrying out of the Activities and to provide feedback from beneficiaries. [This includes but is not limited to] records that we reasonably require to monitor the carrying out of the Activities and to provide feedback from beneficiaries [including but not limited to] records that we reasonably require to monitor the carrying out of the Activities and to provide feedback from beneficiaries.

4.7 You must at all times have in place public liability insurance and insurance which is adequate and relevant to the carrying out of the Activities. This includes but is not limited to [that covers the full value of the assets you have purchased using the Grant.] We may require you to provide us with copies of these policies.

5. Information, Marketing and Publicity

5.1 You [may][must] acknowledge the support of [] and [support] in any publicity material [including but not limited to] printed and online or other electronic material) that refer to the carrying out of the Activities, accounts and public annual reports, and in any public presentations about the carrying out of the Activities, and publicity materials relating to the carrying out of the Activities.]]

5.2 [You:

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5.2.1 must not make any disclosure of confidential information (including a list of names and contact details) capable of identifying the recipient of the Grant by us in writing.

use any of our intellectual property (including our business name, logo, trade mark, copyright material, secret, whether or not registered or otherwise) [and any other rights that follow or] as permitted beforehand.

5.2.2 [must not make any disclosure of confidential information to any third party without your receipt in writing in advance of such disclosure.]

disclosure of confidential information to any third party without our consent or give any other publicity to the Activities except as we permit in writing. We may reasonably refuse such permission;]

5.2.3 [must follow any publicity guidelines that we hereby Grant and the Activities that you may be required to follow.]

publicity guidelines at all times and we may require you to protect our intellectual property rights in order to do so.

5.2.4 [must do what we require to assist us with any form of publicity for the Grant and the Activities.]

require to assist us with any form of publicity for the Grant and the Activities as we may require.

5.3 [We may give any publicity for the Grant from time to time as we may require.]

Grant and the Activities as we may require.

5.4 We acknowledge that you will reproduce in both materials produced for or relating to the Activities, including any intellectual property rights. You hereby grant us a [worldwide] [royalty-free perpetual licence to reproduce] [in England & Wales] any materials relating to the Proposal as we reasonably require for marketing and promotion.

you will reproduce in both materials produced for or relating to the Activities, including any intellectual property rights. You hereby grant us a [worldwide] [royalty-free perpetual licence to reproduce] [in England & Wales] any materials relating to the Proposal as we reasonably require for marketing and promotion.

6. Additional Conditions for the Grant

6.1 You will ensure that you are correctly constituted as a charity and that your constitution is correct.

correctly constituted as a [registered] charity and that your constitution is correct under the terms of your constitution.

6.2 You must have our written consent (give) before:

we will not unreasonably refuse to give our written consent.

6.2.1 you change your name or might adversely affect the Grant for the purposes of the Grant Agreement.

change or amend in any respect which would or might adversely affect the Grant for the purposes of the Grant Agreement or the use of the Grant for the purposes of the Grant Agreement; or

6.2.2 you transfer your assets to another body.

merge or amalgamate with, 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 Grant.

we will not receive any legal claims made or threatened against our trustee body or your staff which would adversely affect the period of the Grant.

6.4 If you are not an individual you must have authority to enter into the Grant Agreement. There is such authority if you are a trustee of a charity under the Grant Agreement.

any person accepting the Grant must have authority to enter into the Grant Agreement on your behalf, but whether or not you are a trustee of a charity you will be jointly and severally liable for the performance of the Grant.

6.5 You must not do anything which would breach charity law or regulations.

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 Regulator.

you must report you make to the Charity Commission during the period of the Grant or any similar report to another Regulator.

6.7 You must tell us if you are an employee or volunteer of a public authority or body.

you, or your trustees, directors, or any public authority or body.

7. General Conditions

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7.1 You must tell us promptly if you become aware that any information you have given us is incorrect or incomplete. You must ensure that all information you provide to us is always up to date, correct, and complete.

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

7.2 If you break any terms 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 only if we tell you so.

If you break any terms 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 only if we tell you so.

7.3 [If you break the Grant Agreement or any other grant agreement, we may take the same actions under the Grant Agreement, including stopping payment of any future instalments.

We may choose to treat that as you breaking the Grant Agreement. This will allow us to take the same actions under the Grant Agreement, including 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. We will not be responsible for any debts or liabilities, and you may not assume that you can rely on your Grant funding. Therefore, you will be responsible for every part of the decisions about them.

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

7.5 We will not be responsible for any proceedings against you.

We will not be responsible for any proceedings against you.

7.6 Any goods or services bought in a way that is in your best interest.

Any goods or services bought in a way that is in your best interest.

7.7 We are not obliged to provide funding for the Activities after the Grant Agreement ceases.

We are not obliged to provide funding for the Activities after the Grant Agreement ceases.

8. VAT

8.1 You acknowledge that you are liable for VAT purposes. You must pay us any amounts in respect of VAT.

You acknowledge that you are liable for VAT purposes. You must pay us any amounts in respect of VAT.

8.2 If you are registered for VAT, you must keep proper records.

If you are registered for VAT, you must keep proper records.

8.3 [If we have agreed to fund your Activities and you are registered for VAT, you must pay us back immediately any of the VAT costs associated with your Activities.]

[If we have agreed to fund your Activities and you are registered for VAT, you must pay us back immediately any of the VAT costs associated with your Activities.]

9. Breach of the Grant Agreement

Repaying the Grant

9.1 If any of the events referred to in 9.1.1 to 9.1.4 occurs, we may, in our absolute discretion:

If any of the events referred to in 9.1.1 to 9.1.4 occurs, we may, in our absolute discretion:

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

require you to repay 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 further Grant funding;

stop any further Grant funding;

9.1.3 end the Grant Agreement;

end the Grant Agreement;

9.1.4 take any of the actions referred to in 9.1.1 to 9.1.3, together with any other grant funding we have provided to you.

take any of the actions referred to in 9.1.1 to 9.1.3, together with any other grant funding we have provided to you.

9.2 The events referred to in 9.1.1 to 9.1.4 are:

The events referred to in 9.1.1 to 9.1.4 are:

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- 9.2.1 you fail to meet the conditions of the Grant Agreement;
- 9.2.2 you make a material change to the 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 relevant field;
- 9.2.8 you act illegally, or in any way, 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 you have made or because you were trying to make a false statement;
- 9.2.10 you close or transfer the Activities, unless you join with, or are replaced by, another person who continues to provide out the Activities and we have approved the transfer;
- 9.2.11 you sell or transfer the Grant, the Activities or your rights in the Grant, without first getting our approval in writing; and
- 9.2.12 you become insolvent.

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- 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 that payment if and when you submit an interim report and complete that stage.]

10. Termination of the Grant

- 10.1 [The Grant Agreement will terminate until the last of the following to occur:
 - 10.1.1 expiry of one year after the date of the [last Instalment of the] Grant;
 - 10.1.2 you have exhausted the Grant;
 - 10.1.3 the maximum period for the Grant Agreement for asset monitoring ceases;
 - 10.1.4 you have completed the Activities in accordance with 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 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. We may terminate the Grant on shorter notice if you are in breach of the terms and conditions of the Grant Agreement. We will promptly return to us all Grant amounts not yet spent or not yet received, except for expenditure properly and necessarily incurred in connection with the Grant.]

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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 (

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

be construed in accordance with English
jurisdiction of the English courts.

[Clause 4.3 – details of points to b
[Clause 4.3 - List/descriptions of a
[Copy Proposal attached]

on the Activities]
]

SCHEDULE OF

TERMS AND CONDITIONS

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

relevant 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.
- 2. If you or your employees,
care or have significant d
Activities, the following con
 - 2.1 you must consider
Vulnerable Person,
having any significa
the written agreeme
 - 2.2 you must have a
safeguard Vulnerab

ty care services because of mental
d who is (or may be) unable to take
mselves against significant harm or
factors or volunteers will supervise,
nerable Person in carrying out the
arise from your contact with the
steps to ensure their safety. Before
e Vulnerable Person, you must get
uardian of the Vulnerable Person.
policy and set of procedures to

2.3 [as part of these p
Service (DBS) the
partners, contracto
contact with the
authorised carer o
background checke
(DBS) viewed, if the

You must comply with this clause if you are involved in child protection or care standards legislation. We cannot advise you on behalf of Vulnerable Persons, and these conditions apply to you. If you have any obligations, we strongly advise that you seek

[Conditions relating to Assets of the Property]

1. During the period covered by the grant, you must not sell, dispose of, or otherwise dispose of goods that have been totall... protected from damage) or...
 - 1.1 you can sell them for... value; and
 - 1.2 we have given you... beforehand.
2. [If we have contributed (or restored, conserving or im... apply for a mortgage over... approval.]
3. [We may insist on third party... under any contract that yo... projects.]
4. [If we feel it is necessary, other asset or assets, or responsibilities under the... give our solicitors copies... example, all mortgages, co... the property).]
5. If you sell or give away as... grant funding we have pro... the 'net' proceeds (the pro... account) of this for as lo... economic life.]

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 SIGNAT

(signature)

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check with the Disclosure and Barring Service of those employees, business partners, contractors, or other persons having significant direct contact with the charity. You must contact his or her legally authorised carer or guardian to obtain your consent to have your background checked with the Disclosure and Barring Service as to.

required to do so under any child protection or care standards legislation. We cannot advise you on behalf of Vulnerable Persons, and these conditions apply to you. If you have any queries about your obligations, we strongly advise that you seek independent legal advice.]

Conditions relating to the Grant

When you accept the grant, you must not sell any assets or dispose of, or otherwise dispose of, restored, conserved (maintained or improved) goods that have been totall... provided unless:

1. you can sell them for their full market value; and
 2. we have given you our written consent beforehand.
- more than £25,000 to help with buying, restoring, conserving or improving any other asset, you must not use the grant as security without our prior written consent.

We may insist on third party consent from us (and in a form approved by us) under any contract that you enter into with us and consultants on most building projects.

If we feel it is necessary, we may require you to provide the freehold or leasehold interest or other asset or assets, or other responsibilities under the grant agreement. We may demand that you provide our solicitors with copies of all mortgages, charges, or other documents affecting the title to the property (for example, all mortgages, charges, or other documents) so on that affect the legal rights to the property.

If you sell or give away as part of the grant funding we have provided, we will be entitled to receive an appropriate share of the net proceeds (the proceeds after costs of sale have been taken into account) of this for as long as the improvements have a useful economic life.]

[(2)] By {FULL NAME OF SIGNAT
(signature)]

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