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**THIS AGREEMENT** is made the

**BETWEEN:**

(1) **EITHER**

[<<Name of Grantor Charity>> registered in England under number <<Insert Grantor Charity Registration Number>> and a registered charity number <<Insert Grantor Charity Registration Number>> whose registered office is at <<Insert address of Grantor Charity>> ("We", "Us" or "Our")]

company limited by guarantee registered in England & Wales with power to borrow money <<Insert Grantor Charity Registration Number>> and a Company Registration Number <<Insert Grantor Charity Registration Number>> whose registered office is at <<Insert address of Grantor Charity>> ("We", "Us" or "Our")]

**OR**

[<<Name of Grantor Charity>> incorporated Organisation and a registered charity number <<Insert Grantor Charity Commission number>> with its principal office address in <<Insert address of Grantor Charity>> ("We", "Us" or "Our")]

incorporated Organisation and a registered charity number <<Insert Grantor Charity Commission number>> with its principal office address in <<Insert address of Grantor Charity>> ("We", "Us" or "Our")]

**OR**

[All of the trustees, named <<Insert name of all of the Grantor Charity's trustees>> of the charitable association known as <<Insert name of Grantor Charity>> (number <<Insert Grantor's Charity Commission number>>)] whose principal office address is <<Insert address of Grantor Charity>> ("We", "Us" or "Our")]

of all of the Grantor Charity's trustees <<Insert name of all of the Grantor Charity's trustees>> of the charitable association known as <<Insert name of Grantor Charity>> (number <<Insert Grantor's Charity Commission number>>)] whose principal office address is <<Insert address of Grantor Charity>> ("We", "Us" or "Our")]

**AND**

(2) [<<Name of Recipient Charity>> registered in England under number <<Insert Recipient Charity Registration Number>> and a registered charity number <<Insert Recipient Charity Registration Number>> whose registered office is at <<Insert address of Recipient Charity>> ("You" or "Your")]

company limited by guarantee registered in England & Wales with power to borrow money <<Insert Recipient Charity Registration Number>> and a Company Registration Number <<Insert Recipient Charity Registration Number>> whose registered office is at <<Insert address of Recipient Charity>> ("You" or "Your")]

**OR**

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

incorporated Organisation and a registered charity number <<Insert Recipient Charity Commission number>> with its principal office address in <<Insert address of Recipient Charity>> ("You" or "Your")]

**OR**

[All of the trustees, named <<Insert name of all of the Recipient Charity's trustees>> of the charitable association known as <<Insert name of Recipient Charity>> (number <<Insert Recipient's Charity Commission number>>)] whose principal office address is <<Insert address of Recipient Charity>> ("You" or "Your")]

of all of the Recipient Charity's trustees <<Insert name of all of the Recipient Charity's trustees>> of the charitable association known as <<Insert name of Recipient Charity>> (number <<Insert Recipient's Charity Commission number>>)] whose principal office address is <<Insert address of Recipient Charity>> ("You" or "Your")]

**WHEREAS:**

A You are a charity registered in England & Wales and we are a charity registered with the Charity Commission under our constitution to make grants to other charities.

Charity Commission in England & Wales and we are a charity registered with the Charity Commission in England & Wales with power to make grants to other charities.

B You wish to receive the grant under the Agreement.

You wish to receive the grant under the Activities under the Grant Agreement.

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**3. The Activities**

- 3.1 You have no legal Agreement or other ensure appropriate condition that you a
- 3.2 The Grant is to be must start the Activ the Grant] OR [by date stated in the promptly of anything
- 3.3 You must not chan unless and until y discretion consented further Grant fundin
- 3.4 In carrying out the thoroughness, com level of experience applicable laws and
- 3.5 You must allow us s as we reasonably Activities.
- 3.6 Unless we have ma have given you cor behalf, you must ne employees or volun

terms and conditions of the Grant Activities, but, to safeguard and ds, we make the Grant on the ment.

me after we make it, and so you [21][28]>> days after you receive complete them by [the completion ert date>>], and you will tell us adversely affect that timing.

ivities or how they are carried out to consent and we have in our you must not use or spend any

ll times act with reasonable care, rd that would be expected for your y, and you must comply with all

s on reasonable notice at any time monitor the carrying on of the

a person or organisation and we carrying out any Activities on your Activities, and only your officers, behalf.

**4. Records, Reporting, Info**

- 4.1 You must ensure t Activities are accu records for seven y
- 4.2 At any time that we must give us acces and allow us to mak
- 4.3 No later than [<<e. [<<insert date>>], y
  - 4.3.1 a full written given to you
  - 4.3.2 accounts co the expendi related to th legal require
  - 4.3.3 evidence of
- 4.4 You must send us any time to monitor
- 4.5 [You must at all tin the Activities. We m

**o Information [and] Insurance**

g financial records, relating to the all times. You must keep these ying out the Activities.

after the end of the Activities, you er records relating to the Activities, for our use.

er you complete the Activities] OR

which is in the report form we have

activities containing clear details of all income and other expenditure ts must comply with any relevant and

rant.

ords that we reasonably require at e Grant is being used.

which is adequate and relevant to copies of the policies.]

**5. Information, Marketing a**

- 5.1 You [may][must] a practical.

publicly as appropriate and as

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- 5.2 You:
  - 5.2.1 [must not make any use of our intellectual property rights or any other rights of ours, or any of our intellectual property rights or any other rights of ours, except as we may permit in writing; and]
  - 5.2.2 [5.2.2 must not make any use of the Grant except as we may 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 our publicity guidelines at all times;]
- 5.3 [We may publicise the Grant 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.]

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**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 for the Activities under the terms of your constitution.
- 6.2 You must not:
  - 6.2.1 change your name or any of your purposes, or carrying out your purposes, in such a way that it affects either the charitable status of the Grant for the Charitable Purposes; or
  - 6.2.2 transfer your assets to any other body, or amalgamate with, any other body, unless we have previously agreed to agree. We will not unreasonably refuse to agree.
- 6.3 If you are not an individual, the person accepting the Grant must have authority to enter into the Grant on your behalf, but whether or not there is such authority, you and your members will be jointly and severally liable under the Grant.
- 6.4 You must not do anything that puts you 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 our instructions.
- 6.8 You must not do anything that might harm our or your reputation.

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**7. General Conditions**

- 7.1 You must keep us informed of any change in the 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 so.
- 7.3 Even though we give you the Grant and we may talk to you about the Activities or other matters, you are not involved in or liable or responsible for the Activities or other matters, either for the Activities or other matters, you take or fail to take in respect of the Activities and for getting advice about the Activities or other matters.

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**8. VAT**

8.1 The Grant is not considered 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 continue to use the Grant for the purpose for which we made it; or

9.3 you close or wind up, or transfer the Grant to another charity (without our written permission); or

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

9.5 you become insolvent, then we may in our absolute discretion require you to pay back all or any of the Grant monies spent on the Activities by that time] and/or end the Grant Agreement.

**10. Expiry/Termination of the Grant**

10.1 The Grant Agreement shall 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 in accordance with the conditions of the Grant Agreement, or any breach by you of the conditions of the Grant Agreement ceases.

10.2 We may at any time terminate the Grant Agreement by written notice (the reasons for which will be set out 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 as 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, we and you agree that in the course of your carrying out the Activities in connection with the Grant Agreement, you will not process any personal data, and you will not disclose any personal data to any third party. If you are a data controller and will not process any personal data with each other. We will comply with the data protection legislation in force from time to time in the United Kingdom (including, but not limited to, the UK GDPR and the Data Protection Act 2018 (and regulations made thereunder); 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.

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**13. Entire Agreement [and L**

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 Colorado and the parties submit to the non-exclusive jurisdiction of the

understanding between you and Grant Agreement shall be governed and the parties submit to the non-

Signed on behalf of  
<<Full Name of Grantor Charity>>  
By [NAME]

(signature) .....

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[Signed on behalf of  
<<Full Name of Recipient Charity>

[(1)] By {FULL NAME OF DULY A

(signature) .....

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[(2)] By {FULL NAME OF DULY A

(signature) .....]

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