

DRAFT TEMPLATE 15.07.21

GRANT FUNDING AGREEMENT RELATING TO THE PROVISION OF FUNDING IN RESPECT OF THE TURING SCHEME

[[THE BRITISH COUNCIL] / [ECORYS UK LIMITED]]

and

[THE GRANT RECIPIENT]

CONTENTS

1. INTRODUCTION.....	4
2. DEFINITIONS AND INTERPRETATION.....	4
3. DURATION AND PURPOSE OF THE GRANT	13
4. PAYMENT OF GRANT	13
5. ELIGIBLE AND INELIGIBLE EXPENDITURE	16
6. NOT USED.....	17
7. MONITORING AND REPORTING VIA THE LIVE REPORTING TOOL.....	17
8. AUDITING AND ASSURANCE.....	19
9. FINANCIAL MANAGEMENT AND PREVENTION OF BRIBERY, CORRUPTION, FRAUD AND OTHER IRREGULARITY	20
10. CONFLICTS OF INTEREST	21
11. CONFIDENTIALITY	21
12. TRANSPARENCY	22
13. STATUTORY DUTIES	22
14. DATA PROTECTION and PUBLIC PROCUREMENT	23
15. INTELLECTUAL PROPERTY RIGHTS	23
16. ENVIRONMENTAL REQUIREMENTS.....	24
17. ASSETS.....	24
18. INSURANCE.....	26
19. ASSIGNMENT	26
20. SPENDING CONTROLS – MARKETING, ADVERTISING, COMMUNICATIONS AND CONSULTANCY.....	26
21. LOSSES, GIFTS AND SPECIAL PAYMENTS	27
22. BORROWING	27
23. PUBLICITY	27
24. CHANGES TO THE TSA’S REQUIREMENTS	28
25. CLAWBACK, EVENTS OF DEFAULT, TERMINATION AND RIGHTS RESERVED FOR BREACH AND TERMINATION	28
26. FORCE MAJEURE	32
27. DISPUTE RESOLUTION	32
28. LIMITATION OF LIABILITY AND INDEMNITY	32
29. VAT.....	33
30. CODE OF CONDUCT FOR GRANT RECIPIENTS	33
31. NOTICES	33
32. GOVERNING LAW	33

33. COUNTERPARTS	34
34. THIRD PARTY RIGHTS.....	34

This Grant Funding Agreement is made on [insert date of signature]

Between:

- (1) [[THE BRITISH COUNCIL (Charity Number 209131) whose registered office is 1 Redman Place, Stratford, London, E20 1JQ] or [ECORYS UK LIMITED (Company Number 01650169) whose registered office is Albert House, Quay Place, 92-93 Edward Street, Birmingham, B1 2RA]] (the "Turing Scheme Administrator" or "TSA");
- (2) [INSERT THE FULL NAME OF THE GRANT RECIPIENT], whose principal address is at [ADDRESS] (the "Grant Recipient").

In relation to:

Project Name: [insert project name]

Project Number: [insert project number (if applicable) otherwise remove]

BACKGROUND

- (A) The TSA has entered into a contract with the Secretary of State for Education relating to the provision of Grant funding under the Turing Scheme. The body providing the funding for the Grant is the Department for Education.
- (B) The TSA will provide the Grant to the Grant Recipient as provided for in this Grant Funding Agreement.
- (C) The Grant Recipient will use the Grant solely for the Funded Activities.

The conditions collectively (the "Conditions") are as follows:

1. INTRODUCTION

- 1.1 This Grant Funding Agreement sets out the conditions which apply to the Grant Recipient receiving the Grant from the TSA up to the Maximum Sum.
- 1.2 The TSA and the Grant Recipient have agreed that the TSA will provide the Grant up to the Maximum Sum (defined below) as long as the Grant Recipient uses the Grant in accordance with this Grant Funding Agreement.
- 1.3 The TSA makes the Grant to the Grant Recipient to facilitate international mobilities on the basis of the Grant Recipient's Grant Application and the Conditions set out in this Grant Funding Agreement.
- 1.4 The Parties confirm that it is their intention to be legally and contractually bound by this Grant Funding Agreement.

2. DEFINITIONS AND INTERPRETATION

- 2.1 Where they appear in these Conditions:

Annex	means the annexes attached to these Conditions which form part of the Grant Funding Agreement;
--------------	--

Anticipated Point of Expenditure	means the point when the Grant Recipient needs to spend the Grant for costs associated with the administration and implementation of mobility activities;
Approved Project Plan	means the project plan contained in the Grant Recipient's Grant Application and approved by the TSA;
Asset	means any assets that are to be purchased or developed using the Grant including equipment or any other assets which may be a Fixed Asset as appropriate in the relevant context, and Assets will be construed accordingly;
Asset Owning Period	means the period during which the Assets are recorded as Assets in the Grant Recipient's accounts;
Associated Funding	means any funding obtained by the Grant Recipient from a Third Party in connection with or as a contribution to the Funded Activities;
Bribery Act	means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning this legislation;
Change of Status	means: <p>(a) <i>[the sale of all or substantially all the assets of a Party; any merger, consolidation or acquisition of a Party with, by or into another corporation, entity or person, or any change in the ownership of more than fifty per cent (50%) of the voting capital stock of a Party in one or more related transaction(s)]¹;</i></p> <p>(b) <i>[there is any change, or any action or process of whatever nature is commenced to effect any change, in the corporate identity (excluding any change of name), and/or constitution of the Grant Recipient]²;</i></p> <p>(c) <i>[the Grant Recipient ceases to be a registered charity regulated by the Charity Commission (or any successor body) or an exempt charity;]³</i></p> <p>(d) <i>[the Grant Recipient ceases to report to, and be monitored by, any regulatory body to whose supervision it is subject at the date of this Agreement]⁴;</i></p>

¹ Limb (a) to be included where the Grant Recipient is a private sector company

² Limb (b) to be included where the Grant Recipient is a public sector or charitable body

³ Limb (c) to be included where the Grant Recipient is a charitable body

⁴ Limb (d) to be included where the Grant Recipient is an education provider. If removed, definition of 'Material Adverse Effect' should also be removed.

	<p><i>(e) [the TSA reasonably believes that any quasi government support or support related to the sector in which the Grant Recipient operates and which the Grant Recipient was receiving at the date of this Grant Funding Agreement has been withdrawn or has changed and, in the opinion of the TSA (acting reasonably), such withdrawal or change has or is reasonably likely to have a Material Adverse Effect⁵]; or</i></p> <p><i>(f) a substantial change is made to the general nature of the business, operations activities of the Grant Recipient taken as a whole from that carried on at the date of this Agreement;</i></p>
Code of Conduct	<p>means the Code of Conduct for Recipients of Government General Grants published by the Cabinet Office in November 2018 which is available at https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/754555/2018-11-06_Code_of_Conduct_for_Grant_Recipients.pdf, including any subsequent updates from time to time;</p>
Confidential Information	<p>means any information of a confidential nature (however conveyed, recorded or preserved) which either Party or its personnel may receive or obtain in connection with the conclusion and/or operation of the Grant Funding Agreement whether before or after the date of the Grant Funding Agreement, including but not limited to:</p> <p>(a) any information that ought reasonably to be considered to be confidential (whether or not it is so marked) relating to:</p> <p>(i) the business, affairs, customers, clients, suppliers or plans of the disclosing Party; and</p> <p>(ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party or, if applicable, the Department for Education; and</p> <p>(b) any information developed by the Parties in the course of delivering the Funded Activities;</p> <p>(c) the Authority Personal Data;</p> <p>(d) any information derived from any of the above.</p> <p>Confidential Information shall not include information which:</p> <p>(e) was public knowledge at the time of disclosure (otherwise than by breach of paragraph 11 of these Conditions;</p>

⁵ Limb (e) to be included where the Grant Recipient is an education provider

	<p>(f) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party or, if applicable the Department for Education;</p> <p>(g) is received from a Third Party (who lawfully acquired it) without restriction as to its disclosure; or</p> <p>(h) is independently developed without access to the Confidential Information;</p>
Consortium Member	means any entity working with the Grant Recipient to deliver the Funded Activities whether in whole or in part (but excludes sub-contractors);
Contracting Authority	means any contracting authority (other than the TSA) as defined in regulation 2 of the Public Contracts Regulations 2015 (as amended);
Crown Body	means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
Data Protection Legislation	<p>means:</p> <p>(a) the UK GDPR;</p> <p>(b) the GDPR, the Law Enforcement Directive (Directive (EU) 2016/680) and any applicable implementing Law as amended from time to time;</p> <p>(c) the Data Protection Act 2018 to the extent that it relates to the processing of Personal Data and privacy; and</p> <p>(d) all applicable Law relating to the processing of Personal Data and privacy;</p>
Declaration	<p>means the following declaration:</p> <p><i>"I certify that:</i></p> <p>(a) <i>the above claim is made in accordance with the Conditions of the Grant Funding Agreement for the Turing Scheme;</i></p> <p>(b) <i>any Grant received and spent has been used wholly for the purposes for which it was given;</i></p> <p>(c) <i>the information I have provided in this form and attached to this form is complete and correct;</i></p>

	<p>(d) <i>the amount of Grant claimed on this form represents expenditure incurred or to be incurred for the purposes for which Grant is given; and</i></p> <p>(e) <i>supporting evidence of actual costs being claimed will be provided within two (2) Working Days, if a request is received from the TSA."</i></p>
Disposal	means the disposal, sale, transfer of an Asset or any interest in any Asset and includes any contract for disposal;
Domestic Law	means an applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation which replaces EU law as a consequence of the UK leaving the European Union;
Duplicate Funding	means funding provided by a Third Party to the Grant Recipient, which is for the same purpose for which the Grant was made, but has not been declared to the TSA;
Eligibility Criteria	mean the TSA's selection criteria used to determine who should be grant recipients including the Grant Recipient;
Eligible Expenditure	means the expenditure incurred by the Grant Recipient during the Funding Period for the purposes of delivering the Funded Activities which comply in all respects with the eligibility rules set out in paragraph 5 of these Conditions;
EIR	means the Environmental Information Regulations 2004;
Equality Legislation	means any and all legislation, applicable guidance and statutory codes of practice relating to equality, diversity, non-discrimination and human rights as may be in force in England and Wales, Scotland and Northern Ireland from time to time including, but not limited to, the Equality Act 2010 and the HRA;
Event of Default	means an event or circumstance set out in paragraph 25.1;
Final Report	means a report that is in its final form, that provides a complete picture of the activities delivered and expenditure incurred by the Grant Recipient for the completed mobilities placements in sufficient detail to allow a budget reconciliation;
Financial Year	means from 1 April to 31 March;
Fixed Assets	means any Asset which consists of land, buildings, plant and equipment acquired, developed, enhanced, constructed in connection with the Funded Activities;

FOIA	means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;
Force Majeure	means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take reasonable preventative action by that Party, including fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made but excluding: <ul style="list-style-type: none"> (a) any industrial action occurring within the Grant Recipient's organisation; or (b) the failure by any sub-contractor of the Grant Recipient to perform its obligations under any sub-contract;
Funded Activities	means the activities set out in Annex 2 (Funded Activities);
Funding Period	has the meaning given to it in paragraph 3.1;
Gift	means any service, cash or item offered for personal benefit either: <ul style="list-style-type: none"> (a) at no cost; or (b) at a cost that is less than commercial value;
General Data Protection Regulation and GDPR	means (the General Data Protection Regulation (EU) 2016/679);
Grant	means the sum or sums the TSA will pay to the Grant Recipient in accordance with paragraph 4 and subject to the provisions set out at paragraph 25;
Grant Application	means the application for the Grant submitted by the Grant Recipient to the TSA;
Grant Funding Agreement	means these Conditions together with its annexes and schedules;
Grant Manager	means the individual who has been nominated by the TSA to be the single point of contact for the Grant Recipient in relation to the Grant;
HRA	means the Human Rights Act 1998 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

Ineligible Expenditure	means expenditure incurred by the Grant Recipient which is not Eligible Expenditure and as set out in paragraph 5 of these Conditions;
Information Acts	means the Data Protection Legislation, FOIA and the EIR, as amended from time to time;
Intellectual Property Rights or IPRs	means copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and any modifications, amendments, updates and new releases of the same and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
IPR Material	means all material produced by the Grant Recipient or its Representatives in relation to the Funded Activities during the Funding Period (including but not limited to, materials expressed in any form of report, database, design, document, technology, information, know how, system or process);
Law	mean any applicable law, statute, byelaw, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation;
Live Reporting Tool	means the bespoke mobility data management system, which the Grant Recipient needs to update regularly with accurate mobility data for monitoring and payment purposes in accordance with the terms of this Grant Funding Agreement;
Losses	means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and Loss will be interpreted accordingly;
Maintained School	means a state school which receives funding through their local authority/council;
[Material Adverse Effect	<i>means, in the reasonable opinion of the TSA, a material adverse effect on the operations and activities, business, property, assets or financial condition of the Grant Recipient, or its ability to perform its obligations under this Grant Funding Agreement];</i>
Maximum Sum	has the meaning given to it in paragraph 4.1 and represents the maximum amount of the Grant the TSA will provide to the Grant Recipient for the Funded Activities subject to paragraph 25;

Party	means the TSA or Grant Recipient and Parties shall be each Party together;
Payment Request	means any request for the Grant made by the Grant Recipient in accordance with the Payment Request Process;
Payment Request Process	means the process by which the Grant Recipient claims the Grant as set out in Annex 1 (Payment Request Process);
Personal Data	has the meaning given to it in the Data Protection Legislation as amended from time to time;
Procurement Regulations	means, as applicable, the Public Contracts Regulations 2015, Concession Contracts Regulations 2016, Defence Security Public Contracts Regulations 2011 and the Utilities and Contracts Regulations 2016 together with their amendments, updates and replacements from time to time;
Prohibited Act	<p>means:</p> <ul style="list-style-type: none"> (a) directly or indirectly offering, giving or agreeing to give to any staff of the TSA, the Department for Education or the Crown any gift or consideration of any kind as an inducement or reward for: <ul style="list-style-type: none"> (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Grant Funding Agreement; or (ii) showing or not showing favour or disfavour to any person in relation to the Grant Funding Agreement; (b) committing any offence: <ul style="list-style-type: none"> (i) under the Bribery Act; (ii) under legislation creating offences in respect of fraudulent acts; or (iii) at common law in respect of fraudulent acts in relation to the Grant Funding Agreement; or (c) defrauding or attempting to defraud or conspiring to defraud the TSA or the Crown;
Project	means a set of mobility activities undertaken by an organisation that has successfully bid for funding from the Turing Scheme in a relevant educational sector (Higher Education, Further Education & Vocational Education and Training, or Schools);
Project End Date	31 August 2022;

Project Start Date	1 September 2021;
Publication	means any announcement, comment or publication of any publicity material by the Grant Recipient concerning the Funded Activities or the TSA;
Remedial Action Plan	means the plan of action submitted by the Grant Recipient to the TSA following an Event of Default pursuant to the Remedial Action Plan process set out in paragraph 25.4;
Representatives	means any of the Parties' duly authorised directors, employees, officers, agents, professional advisors and consultants;
Special Payments	means ex gratia expenditure by the Grant Recipient to a third party where no legal obligation exists for the payment and/or other extra-contractual expenditure. Special Payments may include, but are not limited to, out-of-court settlements, compensation or additional severance payments to the Grant Recipient's employees;
Third Party	means any person or organisation other than the Grant Recipient or the TSA;
Turing Scheme	means the UK government's global programme to study and work abroad, providing funding for international opportunities in education and training across the world. It is delivered by the TSA on behalf of the Department for Education;
UK GDPR	GDPR 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 2018 and as amended by The Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI 2019/419);
Unspent Monies	means any monies paid to the Grant Recipient in advance of its Eligible Expenditure, which remains unspent and uncommitted at the end of the Financial Year, the Funding Period or because of termination or breach of these Conditions;
VAT	means value added tax chargeable in the UK;
Working Day	means any day from Monday to Friday (inclusive) which is not specified or proclaimed as a bank holiday in England and Wales pursuant to section 1 of the Banking and Financial Dealings Act 1971 including Christmas Day and Good Friday.

2.2 In these Conditions, unless the context otherwise requires:

2.2.1 the singular includes the plural and vice versa;

2.2.2 reference to a gender includes all other genders;

- 2.2.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - 2.2.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 2.2.5 the words "including", "other", "in particular", "for example" and similar words will not limit the generality of the preceding words and will be construed as if they were immediately followed by the words "without limitation";
 - 2.2.6 references to "writing" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing will be construed accordingly;
 - 2.2.7 references to "representations" will be construed as references to present facts, to "warranties" as references to present and future facts and to "undertakings" as references to obligations under the Grant Funding Agreement;
 - 2.2.8 references to "paragraphs" and "Annexes" are, unless otherwise provided, references to the paragraphs and annexes of these Conditions and references in any Annex to parts, paragraphs and tables are, unless otherwise provided, references to the parts, paragraphs and tables of the Annex in which these references appear; and
 - 2.2.9 the headings in these Conditions are for ease of reference only and will not affect the interpretation or construction of these Conditions.
- 2.3 Where there is any conflict between the documents that make up this Grant Funding Agreement the conflict shall be resolved in accordance with the following order of precedence:
- 2.3.1 the Conditions set out within this Grant Funding Agreement;
 - 2.3.2 the Grant Recipient's Grant Application.

CONDITIONS

3. DURATION AND PURPOSE OF THE GRANT

- 3.1 The Funding Period starts on the Project Start Date and ends on the Project End Date.
- 3.2 The Grant Recipient shall use the Grant solely for the delivery of the Funded Activities. The Grant Recipient may not make any changes to the Funded Activities, other than those permissible as set out in Annex 11 (Change Control Process).
- 3.3 If the TSA wants to make a change to the Funded Activities (including for example reducing the Grant or removing some of the Funded Activities from the Grant) it may do so on ten (10) Working Days' written notice to the Grant Recipient.

4. PAYMENT OF GRANT

- 4.1 Subject to the remainder of this paragraph 4 the TSA shall pay the Grant Recipient an amount not exceeding [insert the total Grant amount in words and pound sterling] (Maximum Sum). The TSA shall pay the Grant in pound sterling (GBP).

- 4.2 The Grant Recipient must complete and sign Annex 4 (Grant Recipient's Bank Details) as part of their acceptance of the Grant. No payment can be made in advance of receipt of a correctly completed and signed form.
- 4.3 The signatory of Annex 4 (Grant Recipient's Bank Details) must be the chief finance officer of the Grant Recipient or someone with proper delegated authority. Any change of bank details must be notified immediately on the same form and signed by an approved signatory. Any change of signatory must be notified to the TSA for approval, as soon as known.
- 4.4 The Grant represents the Maximum Sum the TSA will pay to the Grant Recipient under the Grant Funding Agreement. The Maximum Sum will not be increased in the event of any overspend by the Grant Recipient in its delivery of the Funded Activities.
- 4.5 The TSA will only pay the Grant to the Grant Recipient in respect of Eligible Expenditure incurred by the Grant Recipient to deliver the Funded Activities. The TSA will only pay the Grant to the Grant Recipient once the TSA is satisfied that:
- 4.5.1 the Grant Recipient has provided a sufficient level of assurance to demonstrate that the Grant will be used for Eligible Expenditure including:
- (a) where payments are made on the basis of data entered into the Live Reporting Tool this includes, but is not limited to, a Declaration confirming the data entered into the Live Reporting Tool is true and accurate; and
 - (b) where payments are made on the basis of data entered in the Grant Application, by signing this Grant Funding Agreement, the Grant Recipient confirms that the data entered into the Approved Project Plan continues to be true and accurate;
- 4.5.2 if applicable, any previous Grant payments have been used for the Funded Activities or, where there are Unspent Monies, have been repaid to the TSA or deducted from any Payment Requests.
- 4.6 The Grant Recipient will provide the TSA with evidence of actual costs and payments, which are classified as Eligible Expenditure in paragraph 5, within two (2) Working Days of a request for such information from the TSA and in accordance with the relevant Payment Request Process.
- 4.7 The Parties acknowledge and agree that payments of the Grant from the TSA to the Grant Recipient may be made prior to the start of the Funding Period and/or after the Funding Period in accordance with this paragraph 4.
- 4.8 *[The Parties acknowledge and agree that payments of the Grant under this Grant Funding Agreement may be made by the British Council (charity number 209131 and whose registered office is 1 Redman Place, Stratford, London, E20 1JQ) on behalf of the TSA.]⁶*
- 4.9 The Grant Recipient agrees that:
- 4.9.1 it will not apply for, or obtain, Duplicate Funding in respect of any part of the Funded Activities which have been paid for in full using the Grant; and

⁶ Clause 4.8 to be inserted for Grant Funding Agreements entered into by Ecorys, otherwise to be marked as 'Not Used'.

- 4.9.2 the TSA may refer the Grant Recipient to the police should it dishonestly and intentionally obtain Duplicate Funding for the Funded Activities.
- 4.10 The Grant Recipient will be paid in line with the profile of the Approved Project Plan until notified that the Live Reporting Tool is operational. Once the Grant Recipient has received notification by the TSA that the Live Reporting Tool is operational, the Grant Recipient is responsible for making Payment Requests via the Live Reporting Tool in accordance with Annex 1 (Payment Request Process). Failure to adhere to this process may result in non-payment of the Grant.
- 4.11 Unless otherwise stated in these Conditions, the TSA intends to make payment of the Grant within forty (40) days of the TSA approving the Grant Recipient's Request, but shall make payment to the Grant Recipient no later than sixty (60) days of approving the Grant Recipient's Request.
- 4.12 The TSA will have no liability to the Grant Recipient for any Losses caused by a delay in the payment of a Payment Request howsoever arising.
- 4.13 The TSA reserves the right not to pay any Payment Requests, which are not submitted within the period set out in paragraph 4.10 or Payment Requests which are incomplete, incorrect or submitted without the full supporting documentation.
- 4.14 The Grant Recipient shall promptly notify and repay immediately to the TSA any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where the Grant Recipient is paid in error before it has complied with its obligations under this Grant Funding Agreement.
- 4.14.1 The TSA may (and may be obliged by the Department for Education to) reduce, withhold or claim a repayment (in full or in part) of the Grant if:
- (a) the Grant Recipient makes a change to the Project which the TSA has not approved;
 - (b) the Grant Recipient attempts to dispose of an Asset without the TSA's prior written consent;
 - (c) there has been any overpayment of the Grant; or
 - (d) the Department for Education reduces the amount of funding available, withdraws funding or demands repayment of any part of the Grant.
- 4.14.2 The TSA will notify the Grant Recipient in writing of any decision it (or the Department for Education) takes to reduce, withhold or claim a repayment of the Grant or any part of it.
- 4.14.3 Any sum, which falls due under this paragraph 4.14, shall fall due immediately. If the Grant Recipient fails to repay the due sum within thirty (30) days the sum will be recoverable summarily as a civil debt.
- 4.15 The Grant will be paid into a bank account in the name of the Grant Recipient which must be an ordinary business bank account that can separately identify the Grant and the Grant must be ring-fenced for the purposes of the Funded Activities only. A separate cost centre / Project code should be set up by the Grant Recipient to ensure that all Turing Scheme costs can be identified, with a clear audit trail. All cheques from the bank account must be signed by at least two (2) individual Representatives of the Grant Recipient.

- 4.16 Where the Grant Recipient enters into a contract with a Third Party in connection with the Funded Activities, the Grant Recipient will remain responsible for paying that Third Party. The TSA has no responsibility for paying Third Party invoices.
- 4.17 Onward payment of the Grant and the use of sub-contractors or Consortium Members (if applicable) shall not relieve the Grant Recipient of any of its obligations under the Grant Funding Agreement, including any obligation to repay the Grant.
- 4.18 The Grant Recipient may not retain any Unspent Monies without the TSA's prior written permission.
- 4.19 If at the end of the Funding Period there are Unspent Monies, the Grant Recipient shall repay such Unspent Monies to the TSA no later than thirty (30) days after the TSA's request for repayment
- 4.20 The TSA is only obliged to pay the amounts specified in a Payment Request to the extent that it has received an equivalent amount of funding from the Department for Education.
- 4.21 The TSA (in its sole discretion) may decide not to pay the amounts specified in a Payment Request (notwithstanding that such Payment Request was validly submitted in accordance with this paragraph) if sufficient funds have not been made available to it by the Department for Education.

5. ELIGIBLE AND INELIGIBLE EXPENDITURE

- 5.1 The TSA will only pay the Grant in respect of Eligible Expenditure in accordance with the Payment Request Process to enable the Grant Recipient to deliver the Funded Activities and the Grant Recipient will use the Grant solely for delivery of the Funded Activities (as set out in Annex 2 (Funded Activities) of these Conditions).
- 5.2 The following costs/payments will be classified as Eligible Expenditure if incurred for the purposes of the Funded Activities:
 - 5.2.1 fees charged or to be charged to the Grant Recipient by the external auditors/accountants for reporting/certifying that the Grant paid was applied for its intended purposes;
 - 5.2.2 giving evidence to Parliamentary Select Committees;
 - 5.2.3 attending meetings with government ministers or civil servants to discuss the progress of a taxpayer funded grant scheme;
 - 5.2.4 responding to public consultations, where the topic is relevant to the objectives of the Funded Activities. To avoid doubt, Eligible Expenditure does not include the Grant Recipient spending the Grant on lobbying other people to respond to any such consultation (unless explicitly permitted in the Grant Funding Agreement);
 - 5.2.5 providing independent, evidence based policy recommendations to local government, departments or government ministers, where that is the objective of a taxpayer funded grant scheme, for example, 'What Works Centres'; and
 - 5.2.6 providing independent evidence based advice to local or national government as part of the general policy debate, where that is in line with the objectives of the Grant.
- 5.3 The Grant Recipient may not in any circumstance claim the following non-exhaustive list as Eligible Expenditure: The list below does not override activities which are deemed eligible in these Conditions:

- 5.3.1 paid for lobbying, which means using the Grant to fund lobbying (via an external firm or in-house staff) in order to undertake activities intended to influence or attempt to influence Parliament, government or political activity; or attempting to influence legislative or regulatory action;
 - 5.3.2 using the Grant to directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the Grant;
 - 5.3.3 using the Grant to petition for additional funding;
 - 5.3.4 expenses such as for entertaining, specifically aimed at exerting undue influence to change government policy;
 - 5.3.5 input VAT reclaimable by the Grant Recipient from HMRC;
 - 5.3.6 payments for activities of a political or exclusively religious nature.
- 5.4 Other examples of expenditure, which are prohibited, include the following:
- 5.4.1 contributions in kind;
 - 5.4.2 interest payments or service charge payments for finance leases;
 - 5.4.3 Gifts;
 - 5.4.4 statutory fines, criminal fines or penalties, civil penalties, damages or any associated legal costs;
 - 5.4.5 payments for works or activities which the Grant Recipient, or any Consortium Members has a statutory duty to undertake, or that are fully funded by other sources;
 - 5.4.6 bad debts to related parties;
 - 5.4.7 payments for unfair dismissal or other compensation;
 - 5.4.8 depreciation, amortisation or impairment of assets owned by the Grant Recipient;
 - 5.4.9 the acquisition or improvement of Assets by the Grant Recipient (unless these costs are less than five hundred pounds sterling (£500) or have been explicitly agreed in this Grant Funding Agreement); and
 - 5.4.10 liabilities incurred before the commencement of the Grant Funding Agreement unless agreed in writing by the TSA.

6. NOT USED

7. MONITORING AND REPORTING VIA THE LIVE REPORTING TOOL

- 7.1 The Grant Recipient shall closely monitor the delivery and success of the Funded Activities throughout the Funding Period to ensure that the aims and objectives of the Funded Activities are achieved.
- 7.2 The Grant Recipient shall provide the TSA with all reasonable assistance and co-operation in relation to any ad-hoc information, explanations and documents as the TSA may require, from time to time, so the

TSA may establish if the Grant Recipient has used the Grant in accordance with the Grant Funding Agreement and to enable the TSA to comply with its own reporting requirements to the Department for Education.

- 7.3 The Grant Recipient shall also provide the TSA with reports at intervals to be determined by the TSA on:
- 7.3.1 the progress made towards achieving the agreed outputs and the defined longer term outcomes set out in Annex 6 (Agreed Outputs and Longer Term Outcomes) of these Conditions. Where possible, the report will quantify what has been achieved by reference to the Funded Activities' targets; and
 - 7.3.2 verification of the continued accuracy of data within the Live Reporting Tool once entered (on a monthly basis); and
 - 7.3.3 if relevant, provide details of any Assets either acquired or improved using the Grant. The Grant Recipient is required to maintain an assets register and this to be reported in the Live Reporting Tool as part of the Final Report. Verification and evidence to support the asset register may be requested by the TSA, as necessary.
- 7.4 The Grant Recipient will permit any person authorised by the TSA reasonable access, with or without notice, to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Grant Recipient's fulfilment of its obligations under the Grant Funding Agreement and will, if so required, provide appropriate oral or written explanations to such authorised persons as required during the Funding Period.
- 7.5 The Grant Recipient will record in its Final Report the amount of Associated Funding it receives together with details of what it has used that Associated Funding for.
- 7.6 The Grant Recipient will notify the TSA as soon as reasonably practicable of:
- 7.6.1 any actual or potential failure to comply with any of its obligations under the Grant Funding Agreement, which includes those caused by any administrative, financial or managerial difficulties; and
 - 7.6.2 actual or potential variations to the Eligible Expenditure set out in Annex 2 (Funded Activities) of these Conditions and/or any event which materially affects the continued accuracy of such information.
- 7.7 The Grant Recipient represents and undertakes (and shall repeat such representations on delivery of its Live Reporting Tool information, which includes the Final Report):
- 7.7.1 that the reports and information it gives pursuant to this paragraph 7 are accurate;
 - 7.7.2 that it has diligently made full and proper enquiry of the matter pertaining to the reports and information given; and
 - 7.7.3 that any data it provided pursuant to an application for the Grant may be shared within the powers conferred by legislation with other organisations for the purpose of preventing or detecting crime.

Retention of documents

- 7.8 The Grant Recipient shall retain all invoices, receipts, accounting records and any other documentation (including but not limited to, correspondence) relating to the Eligible Expenditure; income generated by the Funded Activities during the Funding Period for a period of seven (7) years from the date on which the Funding Period ends.
- 7.9 The Grant Recipient shall ensure that all its Consortium Members (if applicable), sub-contractors or organisations who have received any of the Grant Funding retain each record, item of data and document relating to the Funded Activities for a period of seven (7) years from the date on which the Funding Period ends.

8. AUDITING AND ASSURANCE

- 8.1 The Grant Recipient will provide the TSA with assurance that the Grant has been used for delivery of the Funded Activities as follows:
- 8.1.1 The Grant Recipient will provide the TSA with assurance that any Grant in excess of forty thousand pounds sterling (£40,000) has been used for delivery of the Funded Activities as follows:
- (a) Grant Recipients (excluding local authorities and Maintained Schools) in receipt of Grants in excess of forty thousand pounds sterling (£40,000) will be required to provide independent assurance through the completion of Annex 9 (Annual Certification of Expenditure) which is to be signed by a reporting accountant who is independent to the Grant Recipient. This is to be submitted within twenty eight (28) days of the end of the Project and alongside the Final Report or by exception at the annual audit if agreed and approved by the TSA.
 - (b) Local authorities or Maintained Schools in receipt of Grants in excess of forty thousand pounds sterling (£40,000) will be required to prepare and submit a Certification of Grant Usage (Annex 10 (Certification of Grant Usage)) which is to be submitted within twenty eight (28) days of the end of the Project and alongside the Final Report or by exception at the annual audit if agreed and approved by the TSA.
- 8.1.2 For Grants below forty thousand pounds sterling (£40,000) the Grant Recipient will submit a Declaration that the Grant has been dispersed in accordance with the Grant Funding Agreement. This Declaration forms part of Grant Recipient's Final Report.
- 8.1.3 All Grant Recipients irrespective of the Grant amount will be subject to compliance and audit checks as set out in paragraphs 8.2 and 8.3.
- 8.2 Grant Recipients may be selected for assurance check audits by the TSA to assess their compliance with the Turing Scheme and this Grant Funding Agreement. The Grant Recipient must give the TSA full access to all information relating to the Turing Scheme either via electronic means or during on-site visits.
- 8.3 Grant Recipients will be selected for assurance audit both randomly and as targeted audits. There are three (3) types of audit that may be undertaken:
- 8.3.1 Desk check audits are undertaken remotely on the Grant Recipient's Funded Activities.

- 8.3.2 On-the-spot-check during audits are an on-site visit by the TSA's compliance team to a Grant Recipient during the live Funded Period of activity. This audit is a review of the Funded Activities and the Grant Recipient, reviewing original records, documentation, receipts and may include the interviewing of staff.
- 8.3.3 On-the-spot-check after audits are an on-site visit by the TSA's compliance team to a Grant Recipient after the closure of the Funded Period of activity. This audit will be a review of the Funded Activities and the Grant Recipient, reviewing original records, documentation, receipts and may include the interviewing of staff.
- 8.4 In all instances where actual costs are being claimed, all original receipts must be presented to the TSA for verification as part of the Payment Process.
- 8.5 The TSA may, at any time during and up to seven (7) years after the end of the Grant Funding Agreement, conduct additional audits or ascertain additional information where the TSA considers it necessary. The Grant Recipient agrees to grant the TSA or its Representatives access, as required, to all Funded Activities sites and relevant records. The Grant Recipient will ensure that necessary information and access rights are explicitly included within all arrangements with sub-contractors or Consortium Members (if applicable).
- 8.6 If the TSA requires further information, explanations and documents, in order for the TSA to establish that the Grant has been used properly in accordance with the Grant Funding Agreement, the Grant Recipient will, within two (2) Working Days of a request by the TSA, provide the TSA, free of charge, with the requested information.
- 8.7 The Grant Recipient shall:
- 8.7.1 (if required in accordance with paragraph 8.1) nominate an independent auditor to verify the final statement of expenditure and income submitted to the TSA for grants received in excess of forty thousand pounds sterling (£40,000);
- 8.7.2 identify separately the value and purpose of the Grant Funding in its audited accounts and its annual report; and
- 8.7.3 maintain a record of internal financial controls and procedures and provide the TSA with a copy if requested.
- 8.8 Where the Grant Recipient is a company registered at Companies House, the Grant Recipient must file their annual return and accounts by the dates specified by Companies House.
- 8.9 Where the Grant Recipient is a registered charity, the Grant Recipient must file their charity annual return by the date specified by the Charity Commissioner.
- 8.10 If a Grant Recipient fails to comply with paragraphs 8.8 or 8.9 of these Conditions the TSA may suspend funding or terminate the Grant Funding Agreement in accordance with paragraph 25.1.1 of this Grant Funding Agreement.
9. **FINANCIAL MANAGEMENT AND PREVENTION OF BRIBERY, CORRUPTION, FRAUD AND OTHER IRREGULARITY**
- 9.1 The Grant Recipient will at all times comply with all applicable Laws relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act.

- 9.2 The Grant Recipient must have a sound administration and audit process, including internal financial controls to safeguard against fraud, theft, money laundering, counter terrorist financing or any other impropriety, or mismanagement in connection with the administration of the Grant. To that effect, the Grant Recipient will be asked to sign a Financial Management and Governance Declaration, which can be found under Annex 12 (Financial Management and Governance Declaration). The Grant Recipient shall ensure that the internal/external auditors report on the adequacy or otherwise of the financial management and governance systems in place.
- 9.3 By signing this Grant Funding Agreement the Grant Recipient is confirming that their internal financial controls and governance structures are fit for purpose and that the Grant Recipient has effective procedures to be accountable for the use of the Grant as part of the Turing Scheme, as set out in this Grant Funding Agreement, under UK financial laws and regulations.
- 9.4 All cases of fraud or theft (whether proven or suspected) relating to the Funded Activities must be notified to the TSA as soon as they are identified. The Grant Recipient shall explain to the TSA what steps are being taken to investigate the irregularity and shall keep the TSA informed about the progress of any such investigation. The TSA may, however, request that the matter (which the Grant Recipient is obliged to carry out) is referred to external auditors or other Third Party as required.
- 9.5 The TSA will have the right, at its absolute discretion, to insist that the Grant Recipient address any actual or suspected fraud, theft or other financial irregularity and/or to suspend future payment of the Grant to the Grant Recipient. Any grounds for suspecting financial irregularity includes what the Grant Recipient, acting with due care, should have suspected as well as what is actually proven.
- 9.6 The Grant Recipient agrees and accepts that it may become ineligible for Grant support and may be required to repay all or part of the Grant if it engages in tax evasion or aggressive tax avoidance in the opinion of Her Majesty's Revenue and Customs.
- 9.7 For the purposes of paragraph 9.5 "**financial irregularity**" includes (but is not limited to) potential fraud or other impropriety, mismanagement, and the use of the Grant for any purpose other than those stipulated in the Grant Funding Agreement. The Grant Recipient may be required to provide statements and evidence to the TSA or the appropriate organisation, such as the Police, as part of pursuing sanctions, criminal or civil proceedings.

10. CONFLICTS OF INTEREST

- 10.1 Neither the Grant Recipient nor its Representatives shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to the Grant Funding Agreement.
- 10.2 The Grant Recipient must have and will keep in place adequate procedures to manage and monitor any actual or perceived bias or conflicts of interest.

11. CONFIDENTIALITY

- 11.1 Except to the extent set out in this paragraph 11 or where disclosure is expressly permitted, the Grant Recipient shall treat all Confidential Information belonging to the TSA and the Department for Education as confidential and shall not disclose any Confidential Information belonging to the TSA or Department for Education to any other person without the prior written consent of the TSA, except to such persons who are directly involved in the provision of the Funded Activities and who need to know the information.

- 11.2 The Grant Recipient gives its consent for the TSA and the Department for Education to publish the Grant Funding Agreement in any medium in its entirety (but with any information which is Confidential Information belonging to the TSA, the Department for Education or the Grant Recipient redacted), including from time to time agreed changes to the Grant Funding Agreement.
- 11.3 Nothing in this paragraph 11 shall prevent the TSA disclosing any Confidential Information obtained from the Grant Recipient:
- 11.3.1 for the purpose of the examination and certification of the TSA's accounts; or pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the TSA has used its resources;
 - 11.3.2 to the Department for Education or any Government Department, any body carrying out public functions of Her Majesty's Government or any contractor, sub-contractor or agent of the Department for Education in the event that this Grant Funding Agreement has been assigned, novated or transferred pursuant to paragraph 19.3;
 - 11.3.3 to any other government department, consultant, contractor or other person engaged by the TSA, provided that in disclosing information the TSA only discloses the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate; or
 - 11.3.4 where disclosure is required by Law, including under the Information Acts.
- 11.4 Nothing in this paragraph 11 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of its obligations under the Grant Funding Agreement in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.

12. TRANSPARENCY

The TSA and the Grant Recipient acknowledge that, except for any information, which is exempt from disclosure in accordance with the provisions of the Information Acts, the content of the Grant Funding Agreement is not confidential and may be published by the TSA in accordance with paragraph 11.2 above.

13. STATUTORY DUTIES

- 13.1 The Grant Recipient agrees to adhere to its obligations under the Law including but not limited to the Information Acts and the HRA.
- 13.2 Where requested by the TSA, the Grant Recipient will provide reasonable assistance and cooperation to enable the TSA and the Department for Education to comply with the TSA's and Department for Education's information disclosure obligations under the Information Acts.
- 13.3 On request from the TSA, the Grant Recipient will provide the TSA with all such relevant documents and information relating to the Grant Recipient's data protection policies and procedures as the TSA may reasonably require.
- 13.4 The Grant Recipient acknowledges that the TSA, acting in accordance with the codes of practice issued and revised from time to time under the Information Acts, may disclose information concerning the

Grant Recipient and the Grant Funding Agreement without consulting the Grant Recipient including but not limited to the Department for Education.

- 13.5 The TSA will take reasonable steps to notify the Grant Recipient of a request for information to the extent that it is permissible and reasonably practical for it to do so. Notwithstanding any other provision in the Grant Funding Agreement, the TSA will be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts.

Equality, Diversity And Inclusion

- 13.6 The Grant Recipient shall ensure that it does not, in delivering the Funded Activities under this Grant Funding Agreement, discriminate within the meaning of the Equality Legislation.
- 13.7 The Grant Recipient shall comply with any equal opportunities or diversity policies or guidelines as requested and provided by the TSA from time to time.

Protection Of Children And Vulnerable Adults

- 13.8 The Grant Recipient shall comply with the provisions of Annex 8 (Protection of Vulnerable Children and Vulnerable Adults).

Health And Safety

- 13.9 The Grant Recipient shall take all necessary measures to comply with the requirements of the Health and Safety at Work Act 1974 (or any equivalent legislation in any applicable jurisdiction) and any other acts, orders, regulations and codes of practice (including, without limitation, any approved codes of practice) relating to health and safety, which may apply to the performance of this Grant Funding Agreement and the Funded Activities.

14. DATA PROTECTION AND PUBLIC PROCUREMENT

Data Protection

- 14.1 The Grant Recipient and the TSA will comply at all times with their respective obligations under Data Protection Legislation.

Public Procurement

- 14.2 The Grant Recipient will ensure that any of its Representatives involved in the Funded Activities will, adopt such policies and procedures that are required in order to ensure that value for money has been obtained in the procurement of goods or services funded by the Grant.
- 14.3 Where the Grant Recipient is a Contracting Authority within the meaning of the Procurement Regulations the Grant Recipient will comply, as necessary, with the Procurement Regulations when procuring goods and services in connection with the Grant Funding Agreement and the TSA shall not be liable for the Grant Recipient's failure to comply with its obligations under the Procurement Regulations.

15. INTELLECTUAL PROPERTY RIGHTS

- 15.1 Intellectual Property Rights in all IPR Material will be the property of the Grant Recipient. Other than as expressly set out in these Conditions, neither Party will have any right to use any of the other Party's

names, logos or trade marks on any of its products or services without the other Party's prior written consent.

- 15.2 The Grant Recipient grants to the TSA and to the Department for Education a non-exclusive irrevocable and royalty-free, sub-licensable, worldwide licence to use all the IPR Material for the purpose of supporting other projects.
- 15.3 Ownership of Third Party software or other IPR necessary to deliver Funded Activities will remain with the relevant Third Party.
- 15.4 The Grant Recipient must ensure that they have obtained the relevant agreement from the Third Party proprietor before any additions or variations are made to the standard 'off-the-shelf' versions of any Third Party software and other IPR. The Grant Recipient will be responsible for obtaining and maintaining all appropriate licences to use the Third Party software.
- 15.5 The Grant Recipient warrants that the delivery of the Funded Activities does not and will not infringe any Third Party's Intellectual Property Rights.
- 15.6 Where any Intellectual Property Rights owned or licensed by the TSA are required to be used in connection with the delivery of the Funded Activities, the Grant Recipient acknowledges that it shall have no right to use the same except to the extent necessary for the delivery of the Funded Activities and subject to such consents and restrictions as may be specified by the TSA.

16. ENVIRONMENTAL REQUIREMENTS

- 16.1 The Grant Recipient shall perform the Funded Activities in accordance with the Department for Education's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
- 16.2 The Grant Recipient shall pay due regard to the use of recycled products, so long as such products are not detrimental to the provision of the Funded Activities or the environment, to include the use of all packaging, which should be capable of recovery for re-use or recycling.
- 16.3 The Grant Recipient shall take all possible precautions to ensure that any equipment and materials used in the provision of the Funded Activities do not contain chlorofluorocarbons, halons or any other damaging substances, unless unavoidable, in which case the TSA shall be notified in advance of their use. The Grant Recipient shall endeavour to reduce fuel emissions wherever possible.

17. ASSETS

Inventory of the Assets

- 17.1 The Grant Recipient shall agree in advance with the TSA any plans to purchase or improve any Fixed Assets at a cumulative cost exceeding five hundred pounds sterling (£500) and must keep a register of all Fixed Assets acquired or improved at a cost exceeding two hundred and fifty pounds sterling (£250), wholly or partly using the Grant provided under the Grant Funding Agreement. Where the cost of purchasing or improving the Fixed Assets is less than five hundred pounds sterling (£500) authorisation is not required.

- 17.2 Assets purchased with Grant funding must only be used for delivery of the Funded Activities, unless expressly agreed by the TSA.
- 17.3 For each entry in the register the following particulars must be shown where appropriate:
- 17.3.1 date of acquisition or improvement;
 - 17.3.2 description of the Asset;
 - 17.3.3 cost, net of recoverable VAT;
 - 17.3.4 location of the Asset;
 - 17.3.5 serial or identification numbers;
 - 17.3.6 location of the title deeds;
 - 17.3.7 date of any Disposal;
 - 17.3.8 depreciation/amortisation policy applied;
 - 17.3.9 proceeds of any Disposal net of VAT; and
 - 17.3.10 the identity of any person to whom the Asset has been transferred or sold.
- 17.4 The TSA reserves the right to require the Grant Recipient to maintain the above particulars as set out in 17.3.1 - 17.3.10 for any additional items which the TSA considers material to the overall Grant.

Disposal of Asset

- 17.5 Where the Grant Recipient uses any of the Grant to develop, improve or purchase any Assets, the Grant Recipient must ensure that the Assets are maintained in good condition over the Asset Owning Period.
- 17.6 The TSA reserves the right to determine the outcome of any Asset created as a result of the Funded Activities or purchased with the Grant.
- 17.7 The Grant Recipient must not dispose of any Assets that have been totally or partly bought, restored, conserved (maintained or protected from damage) or improved with the Grant without the prior written consent of the TSA. If the TSA grants consent to the Disposal, such consent may be subject to satisfaction of certain conditions, to be determined by the TSA.
- 17.8 If the Grant Recipient disposes of any Asset without the prior written consent of the TSA, the Grant Recipient must use all reasonable endeavours to achieve the market price for the Assets and must pay to the TSA a proportion of the proceeds of such sale, equivalent to the proportion of the purchase or development costs of the Assets that was funded by the Grant, provided that the TSA may at its discretion allow the Grant Recipient to keep all or a part of the relevant proceeds where:
- 17.8.1 the sale of the Assets takes place after the end of the Asset Owning Period;
 - 17.8.2 the proceeds of sale are to be applied directly to the purchase by the Grant Recipient of assets that are equivalent to or replacements for the Assets; or

17.8.3 the TSA is otherwise satisfied that the Recipient will apply those proceeds for purposes related to the Funded Activities.

17.9 The Grant Recipient shall hold the proceeds from the Disposal of any Asset on trust for the TSA.

Charging of any Asset

17.10 The Grant Recipient shall not create any charge, legal mortgage, debenture or lien over any Asset without the prior written consent of the TSA.

18. INSURANCE

18.1 The Grant Recipient will during the term of the Funding Period and for six (6) years after termination or expiry of these Conditions, ensure that it has and maintains, at all times adequate insurance with an insurer of good repute to cover claims under the Grant Funding Agreement or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with the Funded Activities or the Grant Funding Agreement.

18.2 The Grant Recipient will upon request produce to the TSA its policy or policies of insurance or where this is not possible, a certificate of insurance issued by the Grant Recipient's insurance brokers confirming the insurances are in full force and effect together with confirmation that the relevant premiums have been paid.

19. ASSIGNMENT

19.1 The Grant Recipient will not transfer, assign, novate or otherwise dispose of the whole or any part of the Grant Funding Agreement or any rights under it, to another organisation or individual, without the TSA's prior approval.

19.2 Any approval given by the TSA will be subject to a condition that the Grant Recipient has first entered into a Grant Funding Agreement, authorised by the TSA, requiring the Grant Recipient to work with another organisation in delivering the Funded Activities.

19.3 The TSA may, on instruction from the Department for Education, at any time assign, novate or transfer this Grant Funding Agreement to any Government Department, any body carrying out public functions of Her Majesty's Government or any contractor, sub-contractor or agent of the Department for Education.

19.4 In the event that the TSA exercises its right at paragraph 19.3 the Grant Recipient must enter into a novation agreement in the form that the TSA specifies (if requested to do so).

20. SPENDING CONTROLS – MARKETING, ADVERTISING, COMMUNICATIONS AND CONSULTANCY

20.1 The Grant Recipient may incur expenditure on advertising, communications, consultancy or marketing either in connection with, or using the Grant provided that:

20.1.1 such expenditure relates to organisational support; and

20.1.2 it has been approved by the TSA as part of the Grant Recipient's Grant Application (or otherwise approved in writing by the TSA).

21. LOSSES, GIFTS AND SPECIAL PAYMENTS

21.1 The Grant Recipient must obtain prior written consent from the TSA before:

- 21.1.1 writing off any debts or liabilities;
- 21.1.2 offering to make any Special Payments; and
- 21.1.3 giving any gifts

in connection with this Grant Funding Agreement.

21.2 The Grant Recipient will keep a record of all gifts, both given and received, in connection with the Grant or any Funded Activities.

22. BORROWING

22.1 In accordance with paragraph 17.10 and this 22, the Grant Recipient must obtain prior written consent from the TSA before:

- 22.1.1 borrowing or lending money from any source in connection with the Grant Funding Agreement; and
- 22.1.2 giving any guarantee, indemnities or letters of comfort that relate to the Grant Funding Agreement, or have any impact on the Grant Recipient's ability to deliver the Funded Activities set out in the Grant Funding Agreement.

23. PUBLICITY

23.1 The Grant Recipient gives consents to the TSA to publicise in the press or any other medium the Grant and details of the Funded Activities using any information gathered from the Grant Application or any monitoring reports submitted to the TSA in accordance with paragraph 7.2 of these Conditions.

23.2 The Grant Recipient will comply with all reasonable requests from the TSA to facilitate visits, provide reports, statistics, photographs and case studies that will assist the TSA in its promotional and fundraising activities relating to the Funded Activities.

23.3 The TSA consents to the Grant Recipient carrying out any reasonable publicity about the Grant and the Funded Activities as required, from time to time.

23.4 Any publicity material for the Funded Activities must refer to the programme under which the Grant was awarded and must feature the Turing Scheme logo in accordance with the TSA's visual identity guidelines for the Turing Scheme (being such guidelines as shall be notified in advance to the Grant Recipient). The Grant Recipient will not use the Turing Scheme logo for any other purpose whatsoever. If a Third Party wishes to use the Turing Scheme's logo, the Grant Recipient must first seek permission from the TSA.

23.5 The Grant Recipient will acknowledge the support of the Turing Scheme and the Department for Education in any materials that refer to the Funded Activities and in any written or spoken public presentations about the Funded Activities. Such acknowledgements (where appropriate or as requested by the TSA) will include the Turing Scheme's name and logo (or any future name or logo adopted by the Turing Scheme) using the templates provided by the TSA from time to time.

- 23.6 In using the TSA's name and logo, the Grant Recipient will comply with all reasonable branding guidelines issued by the TSA from time to time.

24. CHANGES TO THE TSA'S REQUIREMENTS

- 24.1 The TSA will notify the Grant Recipient of any changes to their Funded Activities, which are supported by the Grant.
- 24.2 The Grant Recipient will accommodate any changes to the TSA's needs and requirements under these Conditions.

25. CLAWBACK, EVENTS OF DEFAULT, TERMINATION AND RIGHTS RESERVED FOR BREACH AND TERMINATION

Events of Default

- 25.1 The TSA may exercise its rights set out in paragraph 25.3 if any of the following events occur:
- 25.1.1 the Grant Recipient uses the Grant for a purpose other than the Funded Activities;
 - 25.1.2 the Grant Recipient fails to comply with its obligations under the Grant Funding Agreement, which is material in the opinion of the TSA;
 - 25.1.3 not used;
 - 25.1.4 the Grant Recipient uses the Grant for Ineligible Expenditure;
 - 25.1.5 the Grant Recipient fails, in the TSA's opinion, to make satisfactory progress with the Funded Activities and in particular, with meeting the agreed outputs set out in Annex 6 (Agreed Outputs and Longer Term Outcomes) of these Conditions;
 - 25.1.6 the Grant Recipient fails to:
 - (a) submit an adequate Remedial Action Plan to the TSA following a request by the TSA pursuant to paragraph 25.3.4; or
 - (b) improve delivery of the Funded Activities in accordance with the Remedial Action Plan approved by the TSA;
 - 25.1.7 the Grant Recipient is, in the opinion of the TSA, delivering the Funded Activities in a negligent manner (in this context negligence includes but is not limited to failing to prevent or report actual or anticipated fraud or corruption);
 - 25.1.8 the Grant Recipient fails to declare Duplicate Funding;
 - 25.1.9 not used;
 - 25.1.10 the Grant Recipient receives funding from a Third Party which, in the opinion of the TSA, undertakes activities that are likely to bring the reputation of the Funded Activities or the Turing Scheme into disrepute;
 - 25.1.11 the Grant Recipient provides the TSA with any materially misleading or inaccurate information and/or any of the information provided in their Grant Application or in any

subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the TSA considers to be significant;

- 25.1.12 the Grant Recipient commits or has committed a Prohibited Act or fails to report a Prohibited Act to the TSA, whether committed by the Grant Recipient, its Representatives or a Third Party, as soon as they become aware of it;
- 25.1.13 the TSA determines (acting reasonably) that the Grant Recipient or any of its Representatives has:
- (a) acted dishonestly or negligently at any time during the term of the Grant Funding Agreement and to the detriment of the TSA; or
 - (b) taken any actions which unfairly bring or are likely to unfairly bring the TSA's, Department for Education's or the Turing Scheme's name or reputation and/or the TSA, Department for Education's or the Turing Scheme into disrepute. Actions include omissions in this context;
 - (c) transferred, assigns or novates the Grant to any Third Party without the TSA's consent;
 - (d) failed to act in accordance with the Law; howsoever arising, including incurring expenditure on unlawful activities;
- 25.1.14 the Grant 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);
- 25.1.15 the Grant Recipient becomes insolvent as defined by section 123 of the Insolvency Act 1986, 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;
- 25.1.16 not used;
- 25.1.17 the Grant Recipient breaches the Code of Conduct and/or fails to report an actual or suspected breach of the Code of Conduct by the Grant Recipient or its Representatives in accordance with paragraph 30.2;
- 25.1.18 the Grant Recipient undergoes a Change of Status which the TSA, acting reasonably, considers:
- (a) will be materially detrimental to the Funded Activities and/or;
 - (b) the new body corporate cannot continue to receive the Grant because they do not meet the Eligibility Criteria used to award the Grant to the Grant Recipient;
 - (c) the TSA believes that the Change of Status would raise national security concerns; and/or
 - (d) the new body corporate intends to make fundamental change(s) to the purpose for which the Grant was given.

- 25.2 Where, the TSA determines that an Event of Default has or may have occurred, the TSA shall notify the Grant Recipient to that effect in writing, setting out any relevant details, of the failure to comply with these Conditions or pertaining the Event of Default, and details of any action that the TSA intends to take or has taken.

Rights reserved for the TSA in relation to an Event of Default

- 25.3 Where, the TSA determines that an Event of Default has or may have occurred, the TSA shall take any one or more of the following actions:
- 25.3.1 suspend or terminate the payment of Grant for such period as the TSA shall determine; and/or
 - 25.3.2 reduce the Maximum Sum in which case the payment of Grant shall thereafter be made in accordance with the reduction and notified to the Grant Recipient; and/or
 - 25.3.3 require the Grant Recipient to repay the TSA the whole or any part of the amount of Grant previously paid to the Grant Recipient. Such sums shall be recovered as a civil debt; and/or
 - 25.3.4 give the Grant Recipient an opportunity to remedy the Event of Default (if remediable) in accordance with the procedure set out in paragraphs 25.4 to 25.10;
 - 25.3.5 terminate the Grant Funding Agreement. The TSA will notify the Grant Recipient of notice to terminate, explaining the reasons for the termination ("**Termination Notice**"). The Grant Recipient will have ten (10) Working Days, from the date of the Termination Notice, to appeal the termination decision. If an appeal is received the TSA must consider and respond within five (5) working days with the outcome of the appeal. If the appeal is not upheld an invoice will be raised requesting immediate payment from the Grant Recipient.

Opportunity for the Grant Recipient to remedy an Event of Default

- 25.4 Where the Grant Recipient is provided with an opportunity to submit a draft Remedial Action Plan in accordance with paragraph 25.3.4, the draft Remedial Action Plan shall be submitted to the TSA for approval, within five (5) Working Days of the Grant Recipient receiving notice from the TSA.
- 25.5 The draft Remedial Action Plan shall set out:
- 25.5.1 full details of the Event of Default; and
 - 25.5.2 the steps which the Grant Recipient proposes to take to rectify the Event of Default including timescales.
- 25.6 On receipt of the draft Remedial Action Plan and as soon as reasonably practicable, the TSA will submit its comments on the draft Remedial Action Plan to the Grant Recipient.
- 25.7 The TSA shall have the right to accept or reject the draft Remedial Action Plan. If the TSA rejects the draft Remedial Action Plan, the TSA shall confirm, in writing, the reasons why they have rejected the draft Remedial Action Plan and will confirm whether the Grant Recipient is required to submit an amended Remedial Action Plan to the TSA.
- 25.8 If the TSA directs the Grant Recipient to submit an amended draft Remedial Action Plan, the Parties shall agree a timescale for the Grant Recipient to amend the draft Remedial Action Plan to take into account the TSA's comments.

- 25.9 If the TSA does not approve the draft Remedial Action Plan the TSA may, at its absolute discretion, terminate the Grant Funding Agreement.
- 25.10 The TSA shall not by reason of the occurrence of an Event of Default which is, in the opinion of the TSA, capable of remedy, exercise its rights under either paragraph 25.3.3 or 25.3.4 unless the Grant Recipient has failed to rectify the default to the reasonable satisfaction of the TSA.

General Termination rights – Termination for Convenience

- 25.11 Notwithstanding the TSA's right to terminate the Grant Funding Agreement pursuant to paragraph 25.3.4 above, either Party may terminate the Grant Funding Agreement at any time by giving at least thirty (30) days written notice to the other Party.
- 25.12 If applicable, all Unspent Monies (other than those irrevocably committed in good faith before the date of termination, in line with the Grant Funding Agreement and approved by the TSA as being required to finalise the Funded Activities) shall be returned to the TSA within thirty (30) days of the date of receipt of either written notice of termination from the TSA under paragraph 25.11 or a Termination Notice. If the Grant Recipient fails to repay the due sum within thirty (30) days the sum will be recoverable summarily as a civil debt.
- 25.13 If the TSA terminates the Grant Funding Agreement in accordance with paragraph 25.11 the TSA may, subject to clause 25.14, choose to pay the Grant Recipient's reasonable costs (including any reasonable costs irrevocably committed in good faith before the date of termination) in respect of the delivery of the Funded Activities performed up to the termination date. Reasonable costs will be identified by the Grant Recipient and will be subject to the Grant Recipient demonstrating that they have taken adequate steps to mitigate their costs. For the avoidance of doubt, the amount of reasonable costs payable will be determined solely by the TSA.
- 25.14 The TSA will not be liable to pay any of the Grant Recipient's costs or those of any sub-contractor, supplier or Consortium Member (if applicable) of the Grant Recipient related to any transfer or termination of employment of any employees engaged in the provision of the Funded Activities.

Change of Status

- 25.15 The Grant Recipient shall notify the TSA immediately in writing and as soon as the Grant Recipient is aware (or ought reasonably to be aware) that it is anticipating, undergoing, undergoes or has undergone a Change of Status, provided such notification does not contravene any Law.
- 25.16 The Grant Recipient shall ensure that any notification made pursuant to paragraph 25.15 shall set out full details of the Change of Status including the circumstances suggesting and/or explaining the Change of Status.
- 25.17 Where the Grant has been awarded to a consortium and the Grant Recipient has entered into a collaboration agreement, the notification required under paragraph 25.15 shall include any changes to the Consortium Members as well as the lead Grant Recipient.
- 25.18 Following notification of a Change of Status the TSA shall be entitled to exercise its rights under paragraph 25.1 of these Conditions providing the Grant Recipient with notification of its proposed action in writing within three (3) months of:
- 25.18.1 being notified in writing that a Change of Status is anticipated or is in contemplation or has occurred; or

25.18.2 where no notification has been made, the date that the TSA becomes aware that a Change of Status is anticipated or is in contemplation or has occurred,

25.19 The TSA shall not be entitled to terminate where the Grant Recipient notified the TSA of a Change of Status in accordance with paragraph 25.15 and the TSA does not determine that the Change of Status falls within the scope of paragraph 25.1.18.

26. FORCE MAJEURE

26.1 If either the TSA or the Grant Recipient is prevented or delayed in the performance of any of its obligations under the Grant Funding Agreement by Force Majeure, that Party shall immediately serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to Force Majeure, and shall subject to service of such notice and to paragraph 26.3 have no liability in respect of the performance of such of its obligations as are prevented by the Force Majeure events during the continuation of such events, and for such time after they cease as is necessary for that Party, using all reasonable endeavours, to recommence its affected operations in order for it to perform its obligations.

26.2 If either the TSA or the Grant Recipient is prevented from performance of its obligations for a continuous period in excess of two (2) months, the other Party may terminate the Grant Funding Agreement forthwith on service of written notice upon the Party so prevented, in which case neither Party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

26.3 The Party claiming to be prevented or delayed in the performance of any of its obligations under the Grant Funding Agreement by reason of Force Majeure shall use reasonable endeavours to end Force Majeure or to find solutions by which the Grant Funding Agreement may be performed despite the Force Majeure.

27. DISPUTE RESOLUTION

27.1 The Parties will use reasonable endeavours to negotiate in good faith, and settle amicably, any dispute that arises during the continuance of the Grant Funding Agreement.

27.2 All disputes and complaints (except for those which relate to the TSA's right to withhold funds or terminate the Grant Funding Agreement) shall be referred in the first instance to the Representatives of the Parties.

27.3 If the dispute cannot be resolved between the Representatives of the Parties within a maximum of ten (10) Working Days, then the matter will be escalated to formal meeting between the Grant Manager and the Grant Recipient's grant co-ordinator (or equivalent).

27.4 Nothing in this paragraph 27 shall prevent either Party from applying at any time to the court for injunctive relief on the grounds of infringement, or threatened infringement, of the other Party's obligations of confidentiality contained in this Grant Funding Agreement or infringement, or threatened infringement, of Intellectual Property Rights.

28. LIMITATION OF LIABILITY AND INDEMNITY

28.1 The TSA accepts no liability for any consequences, whether direct or indirect, that may come about from the Grant Recipient delivering/running the Funded Activities, the use of the Grant or from withdrawal, withholding or suspension of the Grant. The Recipient shall indemnify and hold harmless

the TSA, its Representatives with respect to all actions, claims, charges, demands Losses and proceedings arising from or incurred by reason of the actions and/or omissions of the Grant Recipient in relation to the Funded Activities, the non-fulfilment of obligations of the Grant Recipient under this Grant Funding Agreement or its obligations to Third Parties.

- 28.2 For any liability falling outside of paragraph 28, the TSA's liability under this Grant Funding Agreement is limited to the amount of Grant outstanding.

29. VAT

- 29.1 If VAT is held to be chargeable in respect of the Grant Funding Agreement, all payments shall be deemed to be inclusive of all VAT and the TSA shall not be obliged to pay any additional amount by way of VAT.
- 29.2 All sums or other consideration payable to or provided by the Grant Recipient to the TSA at any time shall be deemed to be exclusive of all VAT payable and where any such sums become payable or due or other consideration is provided, the Grant Recipient shall at the same time or as the case may be on demand by HMRC in addition to such sums, or other consideration, pay to HMRC all the VAT so payable upon the receipt of a valid VAT invoice.

30. CODE OF CONDUCT FOR GRANT RECIPIENTS

- 30.1 The Grant Recipient acknowledges that by signing the Grant Funding Agreement it agrees to take account of the Code of Conduct, which includes ensuring that its Representatives undertake their duties in a manner consistent with the principles set out in the Code of Conduct.
- 30.2 The Grant Recipient shall immediately notify the TSA if it becomes aware of any actual or suspected breaches of the principles outlined in the Code of Conduct.
- 30.3 The Grant Recipient acknowledges that a failure to notify the TSA of an actual or suspected breach of the Code of Conduct may result in the TSA immediately suspending the Grant funding or terminating the Grant Funding Agreement and taking action to recover some or all of the funds paid to the Grant Recipient as a civil debt in accordance with paragraphs 25.3 and 25.1.17.

31. NOTICES

All notices and other communications in relation to this Grant Funding Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to in Annex 7 (Contact Details) or otherwise notified in writing. All notices and other communications must be marked for the attention of the contact specified in Annex 7 (Contact Details). If personally delivered or if e-mailed 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.

32. GOVERNING LAW

These Conditions will be governed by and construed in accordance with the law of England and Wales and the Parties irrevocably submit to the exclusive jurisdiction of the English courts.

33. COUNTERPARTS

This Grant Funding Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument.

34. THIRD PARTY RIGHTS

Unless it expressly states otherwise, this Grant Funding Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Grant Funding Agreement.

SIGNED by:

Signature

[insert authorised

signatory's Title

name]

for and on behalf of the [[The

British Council]/[Ecorys (UK) Date
Limited]]

SIGNED by

Signature

[insert authorised

signatory's Title

name]

for and on behalf of [insert name

of Grant Recipient] Date