

GENERAL GRANT CONDITIONS

1. INTRODUCTION

These General Grant Conditions are made by the CSIS Charity Fund, a company limited by guarantee (company number 06414570) and a registered charity (charity number 1121671) in England and Wales, whose registered office is at: 1st Floor, Gail House, Lower Stone Street, Maidstone ME15 6NB

These General Grant Conditions apply to you or your organisation (**Recipient**) in respect of the **Grant** awarded to the Recipient, and form an integral part of the Grant payment arrangements between the Funder and the Recipient.

In the event of any conflict or ambiguity arising with regard to the provisions of the **Grant Award Letter**, the conflict or ambiguity shall be resolved in the following order of priority:

- (a) The **Grant Award Letter** from the Funder to the Recipient, awarding the Grant;
- (b) The application submitted by the Recipient (**Application**);
- (c) The invitation letter sent by the Funder to the Recipient (**Invitation**).

2. COMMENCEMENT AND DURATION

- (a) Where the time period of the Grant is for more than twelve (12) months, the Funder may review the terms of the Grant and, without prejudice to its other rights and remedies, the Funder may then reduce or withdraw the remainder of the Grant or terminate the Grant for any reason with immediate effect by giving written notice to the Recipient.

3. PURPOSE OF GRANT

- (a) In no circumstances shall the Recipient use the Grant for purposes which are not charitable purposes or which fall outside the charitable purposes of the Funder.
- (b) The Recipient shall use the Grant only in accordance with the terms of the Grant. The Grant shall not be used for any other purpose without the prior written consent of the Funder.
- (c) The Recipient shall not make any significant change to the purpose of the Grant without the Funder's prior written consent.

4. PAYMENT OF GRANT

- (a) Unless otherwise agreed by the parties in writing, the Funder intends to pay the Grant to the Recipient in accordance with the Grant Award Letter.
- (b) The amount of the Grant shall not be increased in the event of any overspend by the Recipient.

- (c) The Grant shall be paid into a separate bank account in the name of the Recipient which must be an ordinary business bank account held with a UK clearing bank. The Recipient shall provide the Funder with its bank details for such purpose.
- (d) Without prejudice to its other rights and remedies, the Recipient shall promptly repay to the Funder on demand:
 - (i) any Grant sums incorrectly paid to it as a result of an administrative error including (without limitation) any situations where an incorrect sum of money has been paid or any sums have been paid before any applicable date has occurred or before any applicable milestone or condition has been achieved or satisfied by the Recipient; and
 - (ii) any Grant sums which have been expended or used in breach of the terms of the Grant.

5. USE OF GRANT

- (a) Unless otherwise agreed by the parties in writing, the Grant shall be used by the Recipient in accordance with any budget set out in the Application or the Grant Award Letter.
- (b) The Recipient shall provide the Funder with an impact report following the end of each financial year in which the Grant is paid or expended.

6. ACKNOWLEDGMENT AND PUBLICITY

- (a) Where appropriate the Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Funder as the source of the Grant.
- (b) Where appropriate the Funder may acknowledge its involvement with the Recipient as appropriate and without prior notice.

7. WITHHOLDING, REDUCING AND SUSPENDING THE GRANT

- (a) The Funder's intention is that the Grant will be paid to the Recipient in full. Notwithstanding then foregoing, and without prejudice to the Funder's other rights and remedies, the Funder may (at its absolute discretion) withhold, reduce or suspend any payment of the Grant if:
 - (i) the Recipient fails to comply with any term of the Grant;
 - (ii) the Recipient breaches any of its warranties given under the Grant;
 - (iii) the Recipient uses the Grant for any purpose other than for which it has been awarded;

(iv) any senior member of the Recipient organisation, or any employee or volunteer of the Recipient acts dishonestly or negligently at any time and, directly or indirectly takes any actions which, in the opinion of the Funder, bring or are likely to bring the Funder's name or reputation into disrepute;

(v) the Recipient becomes insolvent.

- (b) If the Recipient is or becomes subject to any financial or other events or circumstances which are capable of having a material impact on its compliance with the Grant terms, it shall notify the Funder as soon as possible so that, if possible, and without creating any legal obligation, the Funder may have an opportunity to provide assistance in helping to resolve or mitigate the problem or to take action to protect the Funder or the Grant.

8. LEGAL COMPLIANCE

- (a) The Recipient shall comply with all laws and regulations applicable to the Grant including (without limitation) all current Data Protection Legislation, the Equality Act 2010, the Bribery Act 2010, the Modern Slavery Act 2015 and the Criminal Finances Act 2017.

9. WARRANTIES

The Recipient represents and warrants that:

- (a) the Recipient was and remains eligible to apply for funding in accordance with any eligibility criteria set out in the Invitation;
- (b) all the documents and information provided in the Application were and remain true, complete and accurate;
- (c) since submitting the Application, the Recipient has not become aware of anything in its own affairs or prospects, whether now or in the foreseeable future, which it has not disclosed to the Recipient in writing and which might reasonably have influenced the decision of the Funder to make the Grant or the terms of the Grant; and
- (d) the Recipient shall indemnify, keep indemnified and hold harmless the Funder and its directors/trustees, officers, employees, agents and sub-contractors in full against any and all claims, demands, proceedings, liabilities, damages, losses, costs and expenses of any kind arising from or incurred by reason of the acts, omissions or defaults of the Recipient or its directors, officers, employees, agents and sub-contractors arising from or in connection with:
- (i) any breach of the Recipient's warranties given under the Grant,
 - (ii) the non-fulfilment or late performance of the Recipient's obligations under the Grant,
 - (iii) any Grant sums expended in breach of the terms of the Grant,

(iv) any breach by the Recipient of its obligations to third parties, or
(v) the enforcement of the Funder's rights under or in connection with the Grant.

- (e) Without prejudice to its other rights and remedies, the Funder may terminate the Grant at any time by giving the Recipient written notice with immediate effect if the Recipient breaches any of its warranties given under the Grant.

10. ASSIGNMENT

The Recipient may not assign, transfer, sub-contract or otherwise deal in its rights or obligations under the Grant without the express prior written consent of the Funder.

11. NOTICES

All notices in relation to the Grant shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed or posted to the address of the relevant party at its registered office address (if a company) or its principal place of business (in all other circumstances) or as may otherwise be notified in writing.

12. DISPUTE RESOLUTION

- (a) In the event of any complaint or dispute (which does not relate to the Funder's right to withhold or suspend funds or to terminate the Grant) arising between the parties, the matter may first be referred for resolution to the designated Trustee of the Funder assigned to the Recipient (Lead Trustee) or to the individual nominated by the Funder from time to time (as the case may be).
- (b) Should the complaint or dispute remain unresolved within fourteen (14) days of the matter first being referred to the Lead Trustee or the Funder's nominated individual (as the case may be), either party may refer the matter to the chair of the Recipient (or his/her nominee) or the chair of the Funder or their nominee (as the case may be) with an instruction to attempt to resolve the dispute by agreement within twenty (28) days or such other period as may be agreed by the parties.
- (c) In the absence of resolution under clause 12b above, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other dispute resolution model as may be agreed by both parties). Each party is to bear its own costs.

13. NO PARTNERSHIP OR AGENCY

Nothing under the Grant is intended to, or shall be deemed to, create any partnership or joint venture between the Funder and the

Recipient, nor any relationship of principal and agent, nor authorise the Recipient to make or enter into any commitments for or on behalf of the Funder.

14. ENTIRE AGREEMENT

- (a) The Grant constitutes the entire agreement between the parties in relation to its subject matter and supersedes any previous agreement, arrangement or understanding between the parties, whether written or oral, in relation to its subject matter.
- (b) The Recipient acknowledges that, in accepting and entering into the Grant agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not expressly set out in the Grant.
- (c) The Recipient agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Grant.

15. VARIATION

- (a) No variation of the Grant shall be effective unless it is in writing and expressly agreed by the Funder in writing.

16. THIRD PARTY RIGHTS

- (a) No person who is not a party to the Grant is intended to have the benefit of, or may enforce, any right under the Grant.

17. GOVERNING LAW AND JURISDICTION

- (a) The Grant shall be governed by and construed in accordance with the laws of England, and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

18. COUNTERPARTS

- (a) The Grant may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- (b) Transmission of a signed counterpart of the Grant (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as the transmission of a signed counterpart of the Grant .