

## **BACKGROUND:**

- (A) Crescent Purchasing Limited (CPL Group) as a registered charity has charitable objectives to fulfil through the generation of surpluses resulting from normal business operations. CPL Group is funding approved Grant applications from member institutions for projects that member institutions will deliver that add value to education and students.
- (B) The CPL Group has agreed to pay the Grant to the Member to assist it in carrying out the Funded Project.
- (C) This Agreement sets out the terms and conditions upon which the Grant is made by the CPL Group to the Member.
- (D) These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

## **DEFINITIONS:**

For the purpose of this Grant Funding Agreement:

- “Agreement” or “Grant Funding Agreement” means these terms and conditions together with any offer letter and details of the Funded Project as given within Appendix A to this Agreement.
- “Asset” means any item that costs more than £1000 and has a continual useful life exceeding 12 months
- “Breach” means a failure to comply with these Terms and Conditions
- “CPC Framework Agreement” means a framework contract for goods or services as advertised on the CPC website at the time of application for the Grant
- “Confidential Information” means all material, non-public, business-related information, written or oral, whether or not it is marked as such, that is disclosed or made available to the receiving party, directly or indirectly, through any means of communication or observation.
- “Eligible Expenditure” means all payments made by CPL Group to You under this Agreement
- “Fraud” means any offence under English Law or Common Law which results in an offence in respect of fraudulent acts, fraud in relation to this Agreement, defrauding or attempting to defraud CPL Group.
- “Funded Project” means the Project detailed within Appendix A to this Agreement

“Grant”	means the sum of money made available by CPL Group
“Grant Application”	means the application form completed by You in consideration of the provision of Grant by CPL Group for the Funded Project
"Intellectual Property"	means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and registration of such worldwide, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.
“Match Funding”	means any funding offered by You in support of the Funded Project that is the subject of this Agreement
“Member”	means the organisation that CPC has given a Grant to under this Agreement
“Project Outcome Report”	means a report detailing the outcome and delivery of the project including a full breakdown of all costs expended under the Funded Project. The template will be provided by CPL Group
“Terms and Conditions”	means the conditions as set out in this Agreement
“Us/We/Our”	means Crescent Purchasing Limited (CPL Group)
“You/Your”	means the “Member” organisation that CPC has given a Grant to under this Agreement

## **1. GRANT OFFER**

- 1.1 Payment of this Grant is subject to you complying with these Terms and Conditions for the Funded Project detailed within Appendix A to this Agreement together with such further Terms and Conditions that we may from time to time specify.
- 1.2 The Grant will only be paid in respect of Eligible Expenditure incurred by you in the delivery of the Funded Project. The Grant must not be used for any of the following
  - 1.2.1 Activities where the You already have a statutory duty to perform
  - 1.2.2 Activities where Grant Funding for the same Funded Project has been or will be claimed elsewhere, except where additional Grant is being utilised to partly fund the Funded Project which is the subject of this Agreement
  - 1.2.3 Any political, lobbying, pressure or campaigning activities
  - 1.2.4 Propagation of any religion or belief
  - 1.2.5 Overseas travel for staff (not accompanying students for educational purposes)
  - 1.2.6 Part payment against any finance or operating lease procurement
  - 1.2.7 Building projects

- 1.2.8 Any standard employment costs for You
- 1.2.9 Entertaining (for this purpose, entertaining means anything that would be a taxable benefit for the person being entertained according to current UK tax regulations)

## **2 AMOUNT & CONDITIONS OF GRANT**

- 2.1 The maximum amount of Grant payable by CPL Group is detailed in Appendix A to this Agreement. You agree that this Grant represents all Eligible Costs to be incurred under this Funded Project.
- 2.2 Where notified by CPL Group in acceptance of your Grant Application, you agree to utilise a CPC framework contract for any procurement related activity. For the avoidance of doubt, this framework will be detailed in Appendix A to this Agreement.

## **3 MATCH FUNDING ARRANGEMENTS**

- 3.1 Where you agree to provide a proportion of the total project cost, this will be detailed in Appendix A to this Agreement.
- 3.2 The initial payment of Grant or any subsequent payment of Grant is conditional upon you satisfying us that you have sufficient funding available to meet your commitments under this Agreement.
- 3.3 You will notify us in writing immediately should you fail to make Your contribution and agree that any funding provided by CPL Group will be returned.

## **4 PAYMENT ARRANGEMENTS & AUDIT**

- 4.1 Grant funding will be paid in accordance with the payment profile detailed in Appendix A and will either be a one-off payment or a series of staged payments dependent upon the Funded Project profile.
- 4.2 Payment will normally be made by us within 30 days of approval or project commencement, whichever is the later.
- 4.3 All Grant for the Funded Project must be claimed net of any VAT that is recoverable from HM Revenue and Customs.
- 4.4 Full accounting records for the Funded Project shall be maintained for a minimum period of seven years from the date of signature of this Agreement. This will include but is not limited to invoices, receipts, VAT records etc.
- 4.5 Where the Funded Project includes any single item with a value that exceeds £1,000 this shall be classified as an Asset.
- 4.6 You must seek written approval from CPL Group should You wish to dispose of or transfer any Asset funded by this Agreement.
- 4.7 Where such approval is granted by CPL Group in consideration of clause 4.6 above, then You agree that any proceeds generated from the sale of the Asset will become payable to CPL Group except where You have provided matched funding for the Funded Project. Where this

is the case, any payment to CPL Group shall be made on a pro rata basis calculated as a percentage of the project funding made by both parties to this Agreement.

- 4.8 Grant funding must be spent by You within the project timescales specified in Appendix A. Where this is not possible you must provide explanation to CPL Group who will agree either an extension to the timescale or request repayment in full.

## **5. PUBLICITY AND MARKETING**

- 5.1 As part of this Agreement You consent to CPL Group using your details and those of your project along with any photographs or video in relation to the project to be used at their discretion for marketing and promotional purposes.

- 5.2 Recipients of funding are required to support CPL Group by publicising the receipt of funding on their websites and provide a hyperlink to the CPL Group website [www.cpl.group](http://www.cpl.group).

- 5.3 Recipients of funding can request a plaque to inform visitors that funding has been provided by the CPL Group. Plaques will be provided free of charge by CPL Group.

## **6. PROJECT OUTCOMES & GRANT RECOVERY**

- 6.1 It shall be a condition of this Agreement that You will provide CPL Group with a full and final Project Outcome Report upon utilisation of the Grant under the Funded Project. The report shall clearly identify how the project objectives as detailed within Your Grant Application have been achieved.

- 6.1.1 Should CPL Group determine that the Project Outcomes are not satisfactory, then CPL Group reserves the right to request additional information in support of the Grant Funding from the applicant and should CPL Group subsequently not be fully satisfied that the Project Outcomes meet the deliverables as detailed in the Grant Application, then CPL Group reserves the right to recover a percentage of the Grant paid to the applicant up to a maximum of 100% of the Grant.

- 6.2 Should all the Grant not be utilised for the purpose outlined in Appendix A to this Agreement (as detailed in the Project Outcome Report), you agree to return any surplus paid to CPL Group within 30 days of the end of the Project.

- 6.2.1 Should You go into liquidation, administration, bankruptcy or receivership or enter into any agreement on debts with Your creditors, then we will be entitled to recover any Grant that has not been spent and withhold any future payments under this Agreement. For the avoidance of doubt no Grant Funding shall be deemed to be the property of You until such time as it has been physically spent.

## **7. AMENDMENTS & TERMINATION OF GRANT**

- 7.1 No amendment or variation to this Agreement shall be effective unless it is in writing, agreed and signed by both parties to the Agreement.

- 7.2 In the event of a Breach of this Agreement, CPL Group reserves the right to serve an improvement notice on You requiring remedial action to be taken within a specified period. Should this action not be taken, then CPL Group reserves the right to terminate this Agreement with immediate effect and require the repayment of all or a proportion of the

Grant paid to You under this Agreement. For the avoidance of doubt CPL Group shall be sole arbiter in determining this decision.

- 7.3 Should we terminate this Agreement any clawback of funding will identify reasonable costs expended by You for which clawback will not be requested. For the avoidance of doubt CPL Group shall be sole arbiter in determining this decision.
- 7.4 CPL Group makes no commitment to renewing or continuing funding after the term of this Agreement and no further funding will follow.

## **8. CONFLICT OF INTEREST**

- 8.1 You must have systems in place that require Your employees or trustees to declare any personal or pecuniary interest in any matter relating to the grant funded activities and to be excluded from any decision-making process relating to the application.
- 8.2 You must inform CPL Group immediately if there are any grounds for suspecting financial irregularity in the use of the Grant, detailing what steps are being taken to investigate the irregularity and update us at regular notified intervals as to the progress of the investigation. For these purposes, financial irregularity shall include fraud or other impropriety, mismanagement and use of the Grant for any purpose other than those detailed within Appendix A to this Agreement.
- 8.3 You shall use Your best endeavours to safeguard CPL Group funding under this Agreement against fraud generally and in particular on the part of your trustees, employees, contractors and suppliers. You will notify CPL Group immediately if You have reason to suspect that any serious irregularity or fraud has occurred or is occurring.

## **9. CONFIDENTIALITY and FREEDOM OF INFORMATION**

- 9.1 You undertake that you shall not at any time during this agreement and for a period of three years after termination disclose to any person any Confidential Information disclosed to you by CPL Group, except as expressly agreed in writing by the parties.
- 9.2 Each party may disclose the other party's Confidential Information:
- 9.2.1 to its employees, officers, agents, consultants or professional advisors (Representatives) who need to know such information for the purposes of carrying out the party's obligations under this agreement, provided that the disclosing party takes all reasonable steps to ensure that its Representatives comply with the confidentiality obligations contained in this **Clause 9** as though they were a party to this agreement. The disclosing party shall be responsible for its Representatives' compliance with the confidentiality obligations set out in this clause; and
- 9.2.2 as may be required by law, court order or any governmental or regulatory authority. In particular, both parties acknowledge that either CPC, or the Member Institution may be subject to the Freedom of Information Act 2000 which may require such bodies to disclose details of this agreement.
- 9.3 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of any Confidential Information other than those expressly stated in this agreement are granted to any other party or to be implied from this agreement. In particular, no licence is hereby granted directly or indirectly to any Intellectual Property right held, made, obtained or licensable by any party now or in the future.

9.4 You agree at any time on request by CPL Group to make full use of, and to provide all such information as may reasonably be required for, any reporting system(s) of any governmental agency (or the agents thereof) as CPL Group may specify and agrees to co-operate fully at its own expense with CPL Group in the management and/or operation of such system(s).

## **10. LIABILITY**

10.1 Both parties shall be responsible for, indemnify and hold the other party harmless from and against all claims, demands, actions, proceedings, judgments, liabilities, costs, damages and expenses of every kind or nature (including legal costs and expenses) with respect to loss, damage or destruction of property of the other party and that of its officers, directors, employees, agents and invitees caused by, arising out of or in connection with the performance or non-performance of this Agreement howsoever caused, even where caused by the negligence or breach of duty (statutory or otherwise) of each party to this agreement, any of its officers, directors, employees, agents or invitees.

10.2 Notwithstanding anything to the contrary, neither party shall not be liable to each other for any indirect or consequential losses incurred by the other Party, including but not limited to the loss of use, loss of profits, loss of anticipated profits, loss of revenue or business interruption, irrespective of whether such loss is caused by or contributed to by the negligence or breach of duty (statutory or otherwise) of the party receiving the benefit of the exclusion.

10.3 This **Clause 10** sets out the entire financial liability of the parties (including any liability for the acts or omissions of their employees, agents, consultants and subcontractors) to the other party in respect of any failure of CPL Group to abide by applicable regulation or legislation or other legal requirement in respect of the formation of this agreement; and either parties liability for any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

10.4 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.

10.5 Nothing in the agreement limits or excludes the liability of either party:

10.5.1 for death or personal injury resulting from that parties' negligence; or

10.5.2 for any damage or liability incurred by either party as a result of fraud or fraudulent misrepresentation by the other.

10.6 The Member will ensure that it has such insurance in place as is necessary for the normal conduct of its activities. Where it is necessary for the Member to purchase additional insurance cover in order to perform its obligations under this Agreement, the Member will ensure that it has all relevant insurance in place prior to receiving the Grant.

## **11. ASSIGNMENT AND SUB-CONTRACTING**

11.1 CPL Group shall be fully entitled to assign or transfer the benefit of the whole or any part of this agreement at any time without the consent of the Member other than where such assignment or transfer would create a conflict of interest with the Member.

11.2 You shall not assign or transfer any interest in this agreement without the prior written consent of CPL Group. Such consent not to be unreasonably withheld.

11.3 You shall not be entitled to sub-contract any of Your obligations under this agreement,

## **12. ENTIRE AGREEMENT**

12.1 This agreement and any documents expressed or referred to in it constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior communications, representations, warranties, stipulations, undertakings and agreements between the parties. Nothing in this **Clause 12** will exclude any liability which one party would otherwise have to the other party in respect of any statement made fraudulently.

**13. RELATIONSHIP OF PARTIES**

13.1 You are not an employee, agent, partner or representative of CPL Group and will not represent or otherwise hold yourself out as such to any third party and has no authority to bind CPL Group to, or make CPL Group liable in respect of, any agreement, act or statement.

**14. NOTICES**

14.1 Any notice required to be served under this agreement shall be in writing, served, in the case of a notice served upon CPL Group, by personal delivery or by sending it by recorded postal delivery to Procurement House, 23 Leslie Hough Way, Salford, M6 6AJ or such other address as shall from time to time be notified in writing by CPL Group to you, and in the case of a notice to be served upon you by delivering or sending it to the address specified at the head of this agreement or such other address as shall from time to time be notified in writing by you to CPL Group in the same manner.

14.2 Any such written notice shall (where sent by post) be deemed to have been served and received on the second business day following the day of posting and where delivered personally be deemed to have been given at the time of delivery.

**15. RIGHTS CUMULATIVE**

15.1 The provisions of this agreement, and the rights and remedies of the parties under this agreement, are cumulative and are without prejudice and in addition to any rights or remedies a party may have at law or in equity.

15.2 No exercise by a party of any one right or remedy under this agreement, or at law or in equity shall (save to the extent, if any, provided expressly in this agreement or at law or in equity) operate either to hinder or prevent the exercise by it of any other such right or remedy.

15.3 The termination of this agreement, howsoever arising, shall not prejudice any accrued rights of either party to this Agreement.

**16. CONFLICTS OF INTEREST**

16.1 Any employee, subcontractor or agent of yours shall not, except with the prior written approval of CPL Group, be directly or indirectly engaged, concerned or have any financial interest in any capacity with CPL Group and their employees.

**17. APPLICABLE LAW**

17.1 Unless You and CPL Group otherwise agree in writing, any proceedings relating to any dispute or claim, arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims) shall be brought in the courts of England.

**18. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

18.1 CPL Group shall be entitled to enforce any term of this agreement, the benefit of which is expressly conferred upon any Member and CPC and may be enforced by such Member Institution or CPL Group pursuant to the Contracts (Rights of Third Parties) Act 1999. Subject as aforesaid, this agreement is not intended to confer any rights on any other third party pursuant to the said 1999 Act.

**APPENDIX A - FUNDED PROJECT DETAILS**

Name of Institution	
Address of Institution	
Named Contact	
Contact Telephone Number	
Contact Email Address	
Title of Project	
Date Project to Commence	
Date Project to Complete By	
Details of Project	
Anticipated Project Outcome (To be verified against the Project Outcome Report)	
Funding Provided by CPL Group	
Funding Provided by Applicant	
Funding Payment Profile – One off	
Funding Payment Profile - Staged	
CPC Framework to be used (if applicable)	



Part 1

EXECUTED by Crescent Purchasing Limited

Date

A handwritten signature in black ink, appearing to read "D. Lowe".

**Managing Director**

**Director Name:** Darren Lowe

Part 2

EXECUTED by [insert name of member]

Date

**Director**

**Director Name:**