

<name>
<address>

Date:

Dear <Applicant/Project Lead>

Re: "<Title of Project>" (the "**Project**")

Thank you for your proposal for funding, submitted on behalf of <institution> ([*legal status, company number, charity number, registered office*], the "**Partner**").

In response to this Impact on Urban Health¹ (the "**Foundation**") would like to offer the following grant to <institution> (the "**Grant**"):

Grant Reference	<GRANT REFERENCE>
Agreed Purpose (with reference to the limbs of the Foundation's charitable objects):	<AGREED FUNDING USE>
Grant Period	<GRANT PERIOD IN MONTHS>
Grant Amount	Not more than <GRANT AMOUNT>
Main Contact:	<MAIN CONTACT>

Impact on Urban Health is delighted to enter into partnership with <institution>, to further our shared mission of building health equity for people in Lambeth, Southwark, and beyond.

The Grant is made upon the terms, and subject to the conditions, of **this Agreement** (including all schedules, annexes and appendices).

[The additional terms and conditions in Annex A to Schedule 3 [**do not/do**] apply to this Grant.]

In this Agreement, references to 'you' or 'your' are to the Partner not to you personally.

You must ensure that this Grant is used solely for the purpose of the Project as set out above (the "**Agreed Purpose**"). It must be accounted for and treated as a restricted grant.

¹ Impact on Urban Health is the operating name for Guy's and St Thomas' Foundation (Registered Charity No. 1160316; Company limited by guarantee registered in England and Wales with Registration No. 9341980)

<Add any additional conditions>

Your grant manager for this Grant will be **<grant manager name> (<grant manager email address>)** (or such other person as the Foundation may notify you of from time to time) (the “**Grant Manager**”) who will be your main point of contact for reporting and liaison concerning this grant.

Please review the terms of this Agreement carefully. If you agree to these terms and conditions, please arrange for a copy of this Offer Letter to be signed by someone with appropriate authority within 1 month of the date at the top of this Offer Letter (unless otherwise agreed) and return a copy to grants@urbanhealth.org.uk, copying in **<grant manager name>**. By signing this Offer Letter, you agree to the terms and conditions of the Agreement which will be legally binding from the date of your signature or the start of the Project, whichever is first. Consequences for breach of any of the terms of this Agreement are set out in paragraph 7 of Schedule 3 (*Terms and Conditions*).

[As a matter of policy, Projects supported by a grant from the Foundation should be started within six months of the date of issue of this Offer Letter, unless otherwise agreed. Please send the proposed start date to us as soon as possible. An email has been sent to you with a form to complete, informing us of your start date. Guidance is included on the form to help you determine when that should be. You should speak to your Grant Manager if you need to delay the start date for a further six months (or longer if exceptional circumstances occur). If the Project has not started within six months, the Foundation reserves the right to withdraw the offer contained in this Offer Letter.]

Yours sincerely,

[Laurie Lee/Peter Babudu]

[Chief Executive/Executive Director of Impact on Urban Health], Guy's and St Thomas' Foundation (operating as Impact on Urban Health)

Signature of authorised signatory of **<institution>**:

Signed.....

Name.....

Position.....

Date

Schedule 1

Budget Summary and Payment Schedule

Budget Summary

Total Cost:

	Year 1 £	Year 2 £	Year 3 £	Total £
Core staff costs	-	-	-	-
Project staff costs	-	-	-	-
Overheads				
Evaluation				
Grants plus				
Other				
Totals				

[The Foundation will contribute £xx towards the above]

Payment and Reporting Schedule:

Based on start date of xxxxxx

Instalment	Payment date	Amount	Reporting Requirement
1	From 2 months after date of Offer Letter	100/50% of year 1 costs	On receipt of signed Agreement Receipt of project plan/milestones Any other conditions as agreed with grant manager
2	After 6 months following start date	50/0% of year 1 costs	Check-in with grant manager Any other conditions as agreed with grant manager
3	After 12 months following start date	100/50% of year 2 costs	Finance report/management accounts Check-in with grant manager

			Any other conditions as agreed with grant manager
4	After 18 months following start date	50/0% of year 2 costs	Check-in with grant manager Any other conditions as agreed with grant manager
<INSERT FURTHER INSTALMENTS/DELETE AS NEEDED>			
Final	After <PERIOD> following start date	£0	Completion of the Project and the delivery of the End of Grant Finance Report to the Foundation and its approval, in writing, by your Grant Manager Check-in with grant manager Latest annual accounts Any other conditions as agreed with grant manager (such as evaluation report, final narrative report if applicable)
	Total:	<Grant Amount>	

Note:

1. Payment cannot be made prior to the commencement of the Project.
2. Request for payment must be accompanied by the relevant requirement
3. Please quote grant reference (<GRANT REFERENCE>) on any Payment Instalment Request or correspondence
4. It is the responsibility of the Partner to monitor expenditure on the project and to report on expenditure against the grant during and at the end of the Project.

Schedule 2

Project Summary

About the Project

Description of Project:	
[Project Evaluation/Learning Questions]:	[Include details of who with and what is covered.]]

Schedule 3

Terms & Conditions for Grants

1.	Introduction and Interpretation
1.1	Capitalised terms not otherwise defined in this Schedule shall take their meaning from the Offer Letter.
1.2	In addition, in this Agreement: “Background IP” means all technical know-how and information known to the parties at the date of this Agreement of a confidential nature not in the public domain, together with all Intellectual Property Rights owned by or licensed to the parties at the date of this Agreement and, following the date of this Agreement, all technical know-how and information of a confidential nature (prior to it coming into the public domain) and intellectual property rights owned by or licensed to the parties which is not Project IP; “Check-in”- Conversation between Grant Manager and Partner to check progress against plan: relating to impact, learning and spend. Also, to discuss overall sustainability and financial position of Partner organisation; “Confidential Information” means all information of a confidential nature (however recorded or preserved) which relates to each party and/or the Project and is disclosed by a party or its employees, officers, representatives or advisers to the other party, including Know-How, Background IP, the terms of this Agreement or any agreement entered into in connection with the Project, and any information the receiving party knows, or could reasonably be expected to know, is confidential; “Data Protection Legislation” means all applicable data protection and privacy legislation in force from time to time in the United Kingdom or a part thereof, including the retained European Union law version of the General Data Protection Regulation (Regulation (EU) 2016/679) (UK GDPR), the Data Protection Act 2018 (and regulations made thereunder), the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party and/or this Agreement relating to the use of personal data and the privacy of electronic communications; “End of Grant Report” means the report submitted on completion of the project and has the further meaning given in paragraph 4.4 of this Schedule 3 (<i>Terms and Conditions of Grant</i>); “Finance report” means a report confirming financial expenditure of the project against its original budget; “Intellectual Property Rights” means all trademarks, business names, domain names, patents, copyrights and design rights (whether registered or not) and all applications for any

	of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions; "Interim Report" any report (including transcribed verbal reports or Check-ins) required by the Foundation in accordance with the terms of this Agreement which is not an End of Grant Report; "Know-How" means information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale; "Learnings/Learning Questions" - A set of 3-5 questions agreed between the Partner and Foundation that both parties have agreed to prioritise; "Net Sales Revenue" means, in relation to any Project IP, revenue received from any third party in an arm's length transaction excluding VAT and other sales tax, import duties or similar government levies. "parties" means the Foundation and the Partner; "Payment Instalment Request" means a request for payment of an instalment of the Grant submitted to the Foundation in the form provided by the Foundation; "Project IP" means all information, know-how, results, designs, inventions and other matter capable of being the subject of Intellectual Property Rights which is conceived, first reduced to practice or writing or developed by you and/or any of your employees, volunteers or other personnel, in whole or in part in the course of the Project; "Report" means an Interim Report and/or End of Grant Report; "Research Grant" means a grant given specifically for research purposes; and "working days" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
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2.	Use of the Grant
2.1	You must ensure that the Grant is spent solely for the Agreed Purpose and in accordance with the terms of this Agreement.
2.2	The Grant may not be used for any of the following (each a "Prohibited Use"): (a) settling any outstanding debts or liabilities or paying for any expenditure commitments entered into before the date of the Offer Letter (unless otherwise agreed with the Foundation in writing); (b) funding any litigation or similar action;

	(c) making any payments to your members or trustees (unless authorised by your governing document and agreed in advance with the Foundation); (d) making any payment which would be unlawful under the Bribery Act 2010; (e) making any political donations or funding any campaigning or political activity which is not permitted under Charity law in England and Wales and, in particular, the Foundation draws your attention to the Charity Commission's guidance on campaigning and political activity; (f) provide any succour or support (whether financial or otherwise) to any organisation or individual identified on any terrorist-related list promulgated by the UK Home Office, the U.S. Government, the United Nations, or the European Union; or (g) any purpose which is not exclusively charitable for the public benefit under the laws of England and Wales.
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3.	Payment of the Grant
3.1	The amount of the Grant shall not be increased in the event of any overspend by you in your delivery of the Project, unless otherwise agreed in accordance with paragraph 5.
3.2	[As the Grant is made on a restricted basis, a separate account/cost centre should be set up within your financial accounting system where reasonably practical to ensure all expenditure on the Project can be monitored.] / [You should keep clear records that allow you to monitor how the grant is being spent, enabling you to meet the requirements under 4.3.]
3.3	Subject to paragraphs 3.4 and 7, the Grant shall be paid in accordance with Schedule 1 (<i>Budget Summary and Payment Schedule</i>).
3.4	In addition to the circumstances in paragraph 7, the Foundation shall not make a payment of a Grant instalment if: (a) you have not sent a properly completed Payment Instalment Request including the Grant Reference; (b) the Project has not commenced (as evidenced by the completed Starting Certificate); or (c) you have not sent the required reporting, as set out in the Payment Schedule, or any Report provided is not deemed satisfactory in accordance with paragraph 4.
3.5	Subject to paragraph 3.6 to 3.8, Grants must be spent within the Grant Period.

3.6	The Foundation may amend the Payment and Reporting Schedule either in accordance with paragraph 3.7 or, where you are significantly underspent as against the Budget Summary.
3.7	The Foundation recognises that in certain circumstances, Projects may need to be paused. If you decide to pause a Project, you must notify the Foundation in writing explaining the reasons and any estimate you have of the timing of possible reactivation of the Project. The Grant will be suspended during this period, but may be reactivated by written request from the Partner that is agreed by the Foundation. Provided a revised Payment and Reporting Schedule can be agreed, and if relevant the Grant Period extended, the Grant will be resumed on the date agreed by the parties. The Foundation reserves the right to terminate a suspended Grant if the Project is paused for more than 6 months.
3.8	The Foundation recognises that, in certain circumstances, the timeline of a Project may need to be extended. If a Project will take longer than anticipated, you must [submit a Variation Request Form to the Foundation in writing for approval/ discuss a variation with your grant manager] in accordance with paragraph 5.3.
3.9	If any part of the Grant has been paid by the Foundation but remains unused and uncommitted at the end of the Grant Period, you must inform your Grant Manager. The Foundation will either require you to repay the unspent portion of the Grant to the Foundation or agree with you how it is to be spent.
3.10	[You agree and accept that you shall not apply for duplicate funding in respect of any part of the Project or any related administration costs the Foundation is funding under this Agreement. Where you receive other funding for aspects of the Project not already funded by the Foundation, you shall promptly notify the Foundation and provide details of the third-party funding, including the identity of the funder and the purpose of the funding.]
3.11	You shall promptly repay to the Foundation any money incorrectly paid to you either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before the Reporting Requirements have been complied with by you.

4.	Reporting, Monitoring and Compliance
4.1	In order for the Foundation to meet its own obligations in respect of the Grant, you must report on the Project in accordance with Schedule 1 (<i>Budget Summary and Payment Schedule</i>). Accordingly, such reporting requirements are a condition to payment of Grant instalments.
4.2	All Reports are reviewed by the Grant Manager who will decide whether a Report is satisfactory. In order to be able to be considered satisfactory, the Foundation expects, as a minimum, that a Report sets out the progress made in delivering a Grant, what has been achieved, what lessons have been learnt and the progress against the budget. Some of this information can be provided through your regular check-ins with your Grant Manager verbally, providing notes are taken and shared.

4.3	Unless otherwise stated or agreed with your Grant Manager, you should have at least 6-monthly check-ins with your grant manager which will include a review of your spend to date and an update on progress against Learnings. Annual spend reports should be provided which may be in the form of management accounts, project budget reports or annual accounts as outlined in Schedule 1. [All reports must include narrative and financial evidence of satisfactory progress (against project milestones).]
4.4	At the end of the project, you should submit a full finance report detailing how the Grant was spent. This together with any final narrative information about the Project forms the End of Grant Report .
4.5	The Foundation reserves the right to request additional financial reports at any time during the Project.
4.6	You must notify the Foundation at the earliest possible date in writing of anything that significantly delays, threatens or makes unlikely the delivery of the Project, the fulfilment of the Agreed Purpose and/or your ability to comply with the terms of this Agreement. For the avoidance of doubt, the Foundation considers that this would include any change in key personnel (including your Chief Executive, project manager or, in the case of a Research Grant, any "key person" principal investigator) and any sudden detrimental change to your financial position.
4.7	The Foundation (and its representatives) shall have the right to carry out reasonable monitoring, financial evaluation and auditing of the Project in order to: (a) review the work of the Partner; (b) monitor the use of the Grant for the Agreed Purpose; (c) ensure that the Project is being delivered in accordance with Schedule 2 (<i>Project Summary</i>); (d) ensure that all safeguarding concerns are being dealt with proportionately and appropriately in accordance with national best practice; (e) ensure that the Partner is complying with the terms of this Agreement.
4.8	In order to facilitate such monitoring, financial evaluation and auditing, you shall: (a) prepare and keep separate accounts and records in relation to the Grant, its expenditure for the Agreed Purpose and the Project; (b) allow the Foundation, its representatives and any evaluator to inspect all accounts and records of the Partner which relate to the expenditure of the Grant and the Project upon reasonable notice and at its own cost; (c) provide the Foundation, its representatives and any evaluator with copies of such accounts and records promptly following any reasonable request;

	(d) provide the Foundation, its representatives and any evaluator with access to any sites to inspect and review your work at reasonable times and upon reasonable prior notice; (e) provide the Foundation, its representatives and any evaluator with access to your officers, employees or agents involved in the expenditure of the Grant and the Project at reasonable times and upon reasonable prior notice; and (f) provide the Foundation with any other information which it may reasonably request.
4.9	The Partner is expected to meet its reporting and other compliance requirements to all applicable regulatory bodies and the Foundation may monitor the same during the course of the Project to ensure Foundation funds are being paid to organisations in good standing with their regulators.
4.10	You shall, promptly on request by the Foundation, supply all documentation and other evidence required by the Foundation to carry out and be satisfied with all necessary 'know your customer', anti-money laundering or other similar checks under all applicable laws and regulations.
4.11	You undertake to the Foundation that you will: (a) carry on and conduct the Project and all other activities of the Partner in an appropriate and compliant manner and not make any change to the general nature or scope of your organisation as carried on at the date of this Agreement; (b) not make any change to your group or legal structure, sell or otherwise dispose of the whole or any substantial part of your undertaking or of your assets or enter into any amalgamation, demerger, merger or corporate reconstruction; (c) notify the Foundation promptly if: (i) you become aware of any legal claim(s) and/or investigation made or threatened against you and/or any of your employees, volunteers or other personnel; (ii) you become aware of any significant failure of the Partner to comply with any applicable law or codes of practice; (iii) you propose to change your governing document/or your objects; or (iv) you propose to grant security in respect of the whole or any part of your business, assets, properties or undertakings in favour of any other person; and (d) not do anything to damage the reputation of the Foundation.

5.	Variation Requests
5.1	Subject to this paragraph, the Grant must be used for the delivery of the Project in accordance with the agreed budget set out in Schedule 1 (<i>Budget Summary and Payment Schedule</i>). [The amount of the Grant you may spend on any item of expenditure listed in column 1 of the agreed budget in Schedule 1 shall not exceed the corresponding sum listed in column 5.]
5.2	The Foundation recognises that, during the lifecycle of a project, it may be necessary to amend the budget to reflect a change in circumstances. You may transfer up to 10% of the total Grant Amount between budget headings, as set out in the Budget Summary, provided that you inform the Foundation in your next Financial Report.
5.3	Changes to duration, grant amount or grant purpose must be agreed in writing and signed by both parties. Any other changes to the Project (including budget changes of more than 10% between budget lines) must be discussed and agreed in advance with your Grant Manager. In order to apply for a variation under this clause 5.3, you must discuss with your Grant Manager. The Foundation may, in its sole discretion, approve such a variation.

6.	Partner's Confirmations
6.1	The Foundation has based its decision to make a grant to you on its understanding of your existing operations and good standing. By entering into this Agreement, you particularly confirm: (a) Status: you are a [duly incorporated limited liability company] / [other legal structure] validly existing under the laws of England and Wales; (b) Powers and authority: you have: (i) the power, authority and necessary consents to enter into this Agreement and to comply with the terms and conditions set out under this Agreement; (ii) the necessary resources and expertise to deliver the Project (assuming due receipt of the Grant); (c) No conflict: you are not subject to any contractual or other restriction imposed by your own or any other rules or regulations or otherwise which may prevent or materially impede you from meeting your obligations in connection with the Grant; (d) No material proceedings: to the best of your knowledge and belief, you are not the subject of any actual, pending or threatened litigation, arbitration or other action or administrative proceedings which, if successful, might reasonably be expected to have a material adverse effect on you, your

	business, assets or ability to perform and comply with its obligations under this Agreement; (e) Information: all information, financial statements, information regarding financial position, budgets and projections supplied by you to the Foundation in connection with this Agreement are true, accurate and complete in all material respects and you are not aware of any facts or circumstances which have not been disclosed to the Foundation which might, if disclosed, adversely affect the decision of a person considering whether or not to offer and pay the Grant to you on the terms set out in this Agreement; (f) Compliance with laws: you have and shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations; (g) Fraud: you have and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction; and (h) Anti-discrimination: you shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relation to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment, in carrying out the Project or use of the Grant any of the Agreed Purpose or otherwise.
6.2	You acknowledge that the Foundation has based its decision to offer and pay the Grant upon the basis of the confirmations provided in paragraph 6.1.
6.3	The confirmations provided in paragraph 6.1 shall be deemed to be repeated by you on the submission of any Instalment Payment Request and Report by reference to the facts and circumstances then existing.

7.	Withholding, Reducing, Suspending and Repayment of Grant and Termination of this Agreement
7.1	The Foundation may withhold, reduce or suspend payment of any instalments of the Grant (if any) and terminate this Agreement: (a) with immediate effect if the Project has not started within 6 months of the Offer Letter or has been paused for more than 6 months; (b) with immediate effect if you are in breach of the terms of this Agreement and, where the breach is capable of remedy, you have not taken reasonable steps to remedy the breach within 30 days of being notified by the Foundation; or (c) if any of the events set out in paragraph 7.3 below occur.

7.2	The Foundation will reimburse any expenditure properly and necessarily incurred or committed under this Agreement prior to termination unless this is terminated due to reasons outlined in 7.1(b) or 7.3 in which case, reimbursement will be at the Foundation's sole discretion.
7.3	The Foundation may, at its sole discretion, require you to repay all or any part of the Grant, as identified below (whether or not it has been spent or committed) if: (a) Full repayment: if you use or any Partner uses the Grant for a Prohibited Use or for any purpose other than the Agreed Purpose. Should only part of the grant be used for a Prohibited Use, we will ask for repayment of those funds only; (b) Any unspent funds to be repaid: if in the Foundation's reasonable opinion, significant safeguarding concerns have been raised in relation to the Project, the Grant Holder, your employees, volunteers, Partners, or any other person connected to the Project or the Grant Holder and, within 30 days of being notified by the Foundation of such failure, you have not taken reasonable steps to remedy the safeguarding concerns; (c) Any unspent funds to be repaid: Following the start of the Project, the Grant has not been applied for the Agreed Purpose and budget as outlined in Schedule 1 within [xx months] and you have failed to provide the Foundation with a reasonable explanation for the delay in spending as planned; (d) Any unspent funds to be repaid: if you knowingly obtain funding from a third party which, in the reasonable opinion of the Foundation, undertakes activities that are likely to bring the reputation of the work of the Grant Holder or the Foundation into disrepute; (e) Full repayment: if you provide the Foundation with any materially misleading, inaccurate or false information; (f) Any unspent funds to be repaid: if a member of the governing body, employee or volunteer of the Grant Holder, or any Partner, has taken any actions which, in the reasonable opinion of the Foundation, bring, or are likely to bring, the Foundation's name or reputation into disrepute; (g) Any unspent funds to be repaid: if you discontinue or intend to discontinue the Project; (h) Any unspent funds to be repaid, or, if agreed with the Foundation, the project is transferred to another party, you will transfer any unspent funds to that party: if you cease to operate for any reason or you pass a resolution (or any court of competent jurisdiction makes an order) that you be wound up or dissolved (other than for the purpose of a bona fide and solvent restructuring and amalgamation); or (i) Any unspent funds to be repaid: if you become insolvent, or are declared bankrupt, or are placed into receivership, administration or liquidation, or a

	petition has been presented for your winding up, or you enter into any arrangement or composition for the benefit of your creditors, or are unable to pay your debts as they fall due.
7.4	If you intend to discontinue the Project, you must notify the Foundation in writing and provide the Foundation with a financial and narrative report on the activities of the Project carried out to date and the reasons for the discontinuation of the Project.
7.5	The Foundation may also require you to repay any unspent Grant at the end of the Grant Period in accordance with paragraph 3.9.

8.	Employees
8.1	No individual working on or in connection with the Project shall become an employee or agent of the Foundation, whether or not their salary may be funded by the Grant in any part. You shall be responsible for all employment related matters including all grievance, whistleblowing and complaints procedures, the observance of all applicable employment law. All employee oversight, including all decisions in relation to gradings and salaries, should operate in accordance with your usual internal processes.
8.2	The Foundation shall have no responsibility to make additional payments in respect of any additional employee costs that may arise unexpectedly (including any redundancy costs). In the event that you experience unexpected employee costs which relate to particular posts or key personnel funded by the Grant, you shall notify the Foundation in writing at the earliest opportunity.
8.3	The Foundation is committed to the National Living Wage. The Project budget contained in Schedule 1 must reflect the payment of salaries to all individuals working on the Project at, or in excess of, the National Living Wage.

9.	Safeguarding
9.1	You are responsible for ensuring that all pre-employment checks, including where appropriate DBS checks, have been completed in accordance with all applicable guidance.
9.2	You must notify the Foundation within one week of becoming aware of any safeguarding concerns in relation to the Project, the Partner, your employees, volunteers or any other person connected to the Project or the Partner.
9.3	You must: (a) collate, manage and take appropriate action in all safeguarding concerns. The Foundation does not provide any advice on any safeguarding concerns, and you must seek such advice from an appropriate agency;

	(b) provide all necessary information to the Foundation when requested to form an opinion as to whether the safeguarding concerns have been dealt with appropriately; (c) provide the Foundation with updates when requested into any on-going or closed safeguarding investigations; and (d) have an up-to-date safeguarding policy and procedures and, where appropriate, appoint a lead for safeguarding whose details are provided to the Foundation.
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10.	Conflicts of interest
10.1	On an ongoing basis, you shall ensure that any conflicts of interest are managed in accordance with your conflicts of interest policy and appropriate records are maintained. If you wish to manage a conflict of interest outside of your written policy, you shall notify the Foundation in advance of doing so.

11.	Intellectual property
11.1	All Background IP used in connection with the Project shall remain the property of the party making available the same. To the extent that either party makes Background IP available for use by the other during the course of the Project, that party hereby grant a non-exclusive, perpetual, royalty-free licence for the other party to use such Background IP for the purposes of the Project only and only during the Grant Period.
11.2	All rights to Project IP shall belong in the first instance to you.
11.3	You agree to promptly notify the Foundation of any Project IP conceived and/or made, and allow the Foundation on a transferable, sub-licensable, non-exclusive, perpetual, royalty-free basis to use the Project IP for any charitable purposes anywhere in the world (including, for the avoidance of doubt, to publish documents incorporating the Project IP and to share all or part of them on social media). You shall provide any physical embodiment of the Project IP (including any copies) in your possession or control to the Foundation upon the request of the Foundation, and in any event, upon expiry of the Grant Period.
11.4	To further ensure any Project IP is used for charitable purposes, if you make an application or propose, in your Grant Application or Project Summary, to apply for patent, trade mark or other registration in respect of any element of Project IP but during the Grant Period decide not to proceed, to withdraw or to abandon any such patent, trade mark or other registration or application for registration you shall immediately notify the Foundation in writing. At any time following such notification, in consideration of the payment of £1 by the Foundation to you, you shall, at your own cost, do all acts and execute all documents necessary to assign all rights, title and interest in the relevant Project IP, applications and registrations to the Foundation.
11.5	You may commercially exploit Project IP in the ordinary course of business, provided that:

	i) all proceeds of such commercialisation are re-invested to: (a) grow and sustain your business for the benefit of the community, as stated in your Articles of Association; or (b) subsidise the provision of your products and/or services to make them more accessible where costs are a barrier. ii) for the grant period and the following five years, salary and other compensation of your staff is comparable to rates in similar organisations. Should this position change at any point during the five years, the Foundation may impose any conditions in such respect that it sees fit, in addition to the agreement of a revenue sharing agreement in accordance with paragraph 11.7.
11.6	You may not otherwise commercially exploit, sell, transfer, or license to any third party to use any Project IP, in whole or in part, without the Foundation's prior written consent, such consent not to be unreasonably withheld or delayed. Where consent is granted, the Foundation may impose any conditions in such respect that it sees fit, in addition to the agreement of a revenue sharing agreement in accordance with paragraph 11.7.
11.7	As a condition of the grant of consent by the Foundation in accordance with paragraph 11.56, you agree to enter into a separate revenue sharing agreement with the Foundation (and/or such affiliated entity or entities as the Foundation may nominate) in order to agree the terms for sharing any revenue or other benefits generated from the commercialisation of such Project IP.
11.8	Where Project IP is exploited without the prior written consent of the Foundation, you agree to pay to the Foundation fifty per cent (50%) of all Net Sales Revenue.

12.	Confidentiality
12.1	Subject to paragraphs 12.3, 12.4 and 12.5, each party shall during the term of this Agreement and thereafter keep secret and confidential all Confidential Information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.
12.2	Confidential Information shall not include information which: (a) is, or was already known or available to the receiving party, otherwise than pursuant to or through breach of any confidentiality obligation owed to the disclosing party; (b) is, or becomes, in the public domain other than through any breach of this Agreement (save that any publicly available information shall be classified as

	Confidential Information where it is compiled in a form that is not in the public domain); (c) is disclosed to the receiving party without any obligation of confidence to the disclosing party by a third party that is not itself under or in breach of any obligation of confidentiality; (d) is developed by or on behalf of the receiving party in circumstances where the developing party has not had direct or indirect access to the information disclosed, provided that the receiving party provides satisfactory evidence of the same to the disclosing party; (e) relates to grant recipient identity, the value of any grants awarded, project titles, project descriptions, project start and end dates, and project locations; or (f) the disclosing party agrees in writing does not constitute Confidential Information.
12.3	A receiving party may disclose any Confidential Information which it is required to disclose by law, any court, any governmental, regulatory or supervisory authority (including any securities exchange) or any other authority of competent jurisdiction.
12.4	A party may disclose the other party's Confidential Information to any of its officers, directors, members, partners, employees, consultants, agents or professional advisers who need to know the relevant Confidential Information for the purposes of the Project, provided that such party shall ensure that each such person to whom Confidential Information is disclosed is aware of its confidential nature and complies with this paragraph 12 as if it were a receiving party.
12.5	You acknowledge and agree that: (a) the Foundation may use non-sensitive information contained in grant applications and proposals, or interim or final reports, within its grant communications to support fundraising and publicity work; and (b) information about your grant will be made public through platforms such as the Foundation's website, 360Giving and, in the case of research grants, reports to the Association of Medical Research Councils.

13.	Data Protection
13.1	For the purpose of this paragraph, capitalised terms which are not otherwise defined have the meaning given to them in the applicable Data Protection Legislation.
13.2	Both parties will comply with all applicable requirements of and all their obligations under the Data Protection Legislation which arise in connection with this Agreement. This paragraph

	13 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
13.3	The Foundation will process Personal Data received in connection with this Agreement and with the Project in line with its data privacy statement available at https://www.gstfFoundation.org.uk/content/data-privacy-statement
13.4	You agree to anonymise Personal Data before it is transferred to the Foundation wherever reasonably practicable. Where such Personal Data is not to be anonymised, you shall ensure that it is provided to the Foundation in compliance with the Data Protection Legislation including, where relevant, procuring necessary consents (or satisfying other legal bases) from Data Subjects for the use of their Personal Data in connection with the Project (including its transfer to the Foundation), and shall co-operate with the Foundation to ensure that the Foundation is able to comply with its obligations under the Data Protection Legislation with respect to such Personal Data.
13.5	To the extent that the Foundation receives any query, complaint or notification which relates to Personal Data received from you, you shall not make any admissions or take any action which may be prejudicial to the Foundation, and shall reasonably assist the Foundation in such manner as it may require in connection with such query, complaint or notification.

14.	Acknowledgements and publicity
14.1	You must acknowledge the support of [Impact on Urban Health/the Foundation] in all publications, marketing materials, presentations and posters arising from the Grant and in your Annual Report and Accounts.
14.2	You should inform the Grant Manager at least five working days (or as soon as practically possible in the case of a reactive response) before contacting the media or making comments to the media about the Project, your relationship with the Foundation, or any other activity funded by the Foundation.
14.3	The Foundation will liaise with you in relation announcements by the Foundation of its decision to award the Grant and to disseminate any outcomes or learning from the Grant.
14.4	You must not, and you must ensure that no director, employee or volunteer shall, make any statements or other communications that may have a negative impact on the Foundation, its brand or its reputation, or on the Project.
14.5	In using the Foundation's name and logo, you shall comply with the Foundation's branding guidelines, or any reasonable ad hoc instructions, communicated to you by the Foundation from time to time.

15.	Queries, Concerns and Complaints
15.1	Your Grant Manager, who is employed by the Foundation, will be the primary point of contact for all matters relating to this Grant. If you have any queries or concerns in relation to the Grant, the terms of this Agreement or the Project, please contact your Grant Manager in the first instance. Please quote your Grant Reference on all correspondence.
15.2	The Foundation is committed to resolving complaints in an appropriate, fair and timely way. If you have a complaint about the way the Foundation or an employee acted, please refer to the Foundation's Complaints policy (https://www.gsttFoundation.org.uk/sites/default/files/Complaints%20policy_0.pdf) and the Foundation will respond to any complaint appropriately.
15.3	You must deal with any complaints received from any third party (including any complaints relating to safeguarding, and internal grievances) in a prompt, courteous and efficient manner and shall keep a written record of all such complaints received and of the action taken in relation to such complaints.
15.4	Where the complaint relates to the Project and/or any activities undertaken in respect of the Agreed Purpose of the Grant, you must notify the Foundation and keep the Foundation informed of the progress and outcome of any investigation into the complaint.

16.	Limitation of Liability
16.1	The Foundation accepts no liability for any consequences, whether direct or indirect, that may come about from you running/delivering the Project, the use of the Grant or from any suspension, withholding or withdrawal of the Grant, or termination of the Agreement.
16.2	Subject to this paragraph 16, the Foundation's liability under this Agreement is limited to payment of any Grant instalment payable pursuant to a Payment Instalment Request received by the Foundation but not yet paid.

17.	VAT
17.1	The Grant is given freely by the Foundation in pursuit of its charitable purposes by supporting the charitable work of Partner. No part of the Grant is intended to be consideration for any supply of services by Partner to the Foundation. It is therefore the parties' good faith determination that the Grant is outside the scope of VAT.
17.2	If HMRC informs either Party that the Grant is consideration for a supply, the parties will co-operate with each other in making representations to HMRC that the Grant falls outside the scope of VAT.
17.3	If, notwithstanding such representations, HMRC determines that VAT is chargeable in respect of the Grant, all payments made by the Foundation to the Partner under this

	Agreement shall be deemed to be inclusive of all VAT and the Foundation shall not be obliged to pay any additional amount by way of VAT.
18.	Miscellaneous
18.1	Insurance: You shall effect and maintain with a reputable insurance company a policy or policies in respect of the principle insurable risks which may be incurred by you, arising out of your performance of this Agreement, including death or personal injuring, loss of or damage to property or any other loss. This shall include public liability insurance and employer's liability insurance (if you have employees). You shall provide the Foundation with a copy of such insurance policies and evidence of payments of the relevant premiums, on request.
18.2	Variation and waivers: (a) The Foundation reserves the right to impose such additional terms and conditions in respect of the Grant as are necessary in the reasonable opinion of the Foundation to protect the Foundation and/or to ensure that the Grant is used only for the Project. (b) Save in relation to a variation in accordance with paragraphs 3.6, 3.7, 5 and 18.2(a), no variation (including any waiver) of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives). (c) No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.
18.3	Assignment: You may not, without the Foundation's prior written consent, assign, transfer sub-contract, or in any way make over to any third party the benefit and/or the burden of this Agreement, or, except as contemplated as part of the Project, transfer or pay any other person any part of the Grant.
18.4	Third party rights: A person who is not a party to the Agreement has no right under the contract (Rights of Third Parties) Act 1999 to enjoy or enforce any benefit under it. The consent of any person who is not a party to the Agreement is not required to amend the Agreement.
18.5	Partial invalidity: If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired. For the avoidance of

	any doubt, any affected provision is modified to the extent necessary for it to be legal valid and enforceable or replaced such that the remainder of the Agreement is legal, valid and binding.
18.6	Notices: Any notice given pursuant to this Agreement shall be in writing to the contact details set out in the signature pages in this Agreement, and shall be sufficiently given and deemed to be received: (a) if by hand, on delivery; (b) if by pre-paid first-class post, on the Business Day after posting; and (c) if by email, the time the email is sent if sent to the correct email address and no notice of delivery failure is received.
18.7	No Partnership or Agency: This Agreement shall not create any partnership, agency or joint venture between the Foundation and you, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.
18.8	Joint and Several Liability: Where you are not a company nor an incorporated entity with a distinct legal personality of your own, the individuals who enter into and sign this Agreement on your behalf shall be joint and severally liable for your obligations and liabilities arising under this Agreement.
18.9	Duration: This Agreement remains in force for whichever of these is the longest time: (a) for the Grant Period; (b) as long as any part of the Grant remains unspent; (c) the expiry of any maximum period required under the Grant for asset monitoring; and (d) as long as you are in breach of any of the terms and conditions of this Agreement (this includes any outstanding reporting on Grant expenditure or Project delivery).
18.10	Counterparts: This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.
18.11	Governing Law:

	This Agreement and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its formation (including any non-contractual disputes or claims), shall be governed by and construed in accordance with English law.
18.12	Jurisdiction: The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement or the consequences of its nullity).

Annex A to Schedule 3**Research Grants**

The following additional terms and conditions shall apply to Research Grants. The Foundation shall confirm in the Offer Letter if this Annex is applicable to you:

1.	Scientific integrity
1.1	The Foundation expects that the conduct and governance of any research is carried out in accordance with the terms of the “Concordat to support research integrity” published by Universities UK in October 2019 (the ' Concordat ').
1.2	In the event of scientific fraud or other irregularity being suspected in the course of the Project, you shall: (a) notify the Foundation immediately; (b) investigate the suspected scientific fraud or other irregularity in accordance with the terms of the Concordat; (c) address any issues in accordance with the terms of the Concordat; (d) keep the Foundation informed during the course of the investigation; (e) notify the Foundation of the end result of your investigation.
1.3	Without prejudice to the generality of paragraph 7 above: (a) if the Foundation is not satisfied that adequate steps have been taken to investigate, the Foundation will suspend payment of the Grant in accordance with paragraph Error! Reference source not found.; (b) if the investigation concludes that scientific fraud or other irregularity has occurred, or if you are otherwise unable to show that the Grant has been applied to the Agreed Purpose, the Grant will be terminated immediately in accordance with paragraph Error! Reference source not found. and the Foundation may, at its sole discretion, require repayment of all or any part of the Grant in accordance with paragraph 7.5.