

GRANT AGREEMENT

between

**PETERBOROUGH CITY COUNCIL**

and

**[name of grant recipient]**

Re.

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### SCHEDULE

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THIS Agreement is dated the \_\_\_\_\_ day of \_\_\_\_\_ 202[ ]

**Between**

(1) **Peterborough City Council** of Sand Martin House, Bittern Way, Fletton Quays, Peterborough, PE2 8TY (“Council”); and

(2) [ ] (“Recipient”)

(the “Parties”).

**Background**

- (A) The Council has agreed to pay the Grant to the Recipient to assist it in carrying out the Project.
- (B) This Agreement sets out the terms and conditions on which the Grant is made by the Council to the Recipient.
- (C) These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

**Agreed terms**

**1. DEFINITIONS**

In this Agreement the following terms shall have the following meanings:

**2018 Act:** Data Protection Act 2018.

**Agreement:** means these terms and conditions and any Schedules, Appendices and Annexes attached hereto, as amended or varied from time to time.

**Bribery Act:** 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 the legislation.

**Commencement Date:** shall be XXXX.

**Data Protection Legislation:** shall mean all applicable data protection and privacy Law (including the UK GDPR, the 2018 Act, the Data Protection Brexit Regulations and the EU GDPR) and any relevant national implementing Laws and regulatory requirements, as all such may be amended from time to time, to which the Council and/or the Recipient are subject, relating to the use of personal data (including, without limitation, the privacy of electronic communications) and any related guidance or codes of practice issued from time to time by the Commissioner.

**Governing Body:** the governing body or board of the Recipient including its directors or trustees.

**Grant:** the sum of £XXXX (XXXXXXX pounds) to be paid to the Recipient in accordance with this Agreement

**Grant Period:** the period for which the Grant is awarded starts on XXXX and ends on XXXX.

**Intellectual Property Rights:** all 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.

**Know-How:** 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.

**Law:** means any law and/or subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, (as amended and updated from time to time), bye-law, enforceable right, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or legal requirements with which the Recipient is bound to comply

**Party:** means a party to this Agreement

**Prohibited Act:** means:

- (a) offering, giving or agreeing to give to any servant of the Council any gift or consideration of any kind as an inducement or reward for:
  - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Council ; or
  - (ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Council ;
- (b) entering into this Agreement or any other contract with the Council where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Council;
- (c) committing any offence:
  - (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 this Agreement or any other contract with the Council ; or
- (d) defrauding or attempting to defraud or conspiring to defraud the Council .

**Project:** the project described in Schedule 1.

**Project Manager:** the individual who has been nominated to represent the Council for the purposes of this Agreement.

**UK GDPR (“United Kingdom General Data Protection Regulation”):** means Regulation (EU) 2016/679 of the European Parliament and of the European Council of 27<sup>th</sup> April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) 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 Brexit Regulations and defined in the data protection legislation

## **2. PURPOSE OF GRANT**

- 2.1 The Recipient shall use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of the Council.
- 2.2 The Recipient shall not make any significant change to the Project without the Council's prior written agreement.
- 2.3 Where the Recipient intends to apply to a third party for other funding for the Project, it will notify the Council in advance of its intention to do so and, where such funding is obtained, it will provide the Council with details of the amount and purpose of that funding. The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that the Council is funding in full under this Agreement.

## **3. PAYMENT OF GRANT**

- 3.1 Subject to clause 12, the Council shall pay the Grant to the Recipient in accordance with Schedule 2, subject to the Council having received the relevant grant funding from Central Government and the necessary funds being available to the Council when payment falls due. The Recipient agrees and accepts that payments of the Grant can only be made to the extent that the Council has such available funds.
- 3.2 No Grant shall be paid unless and until the Council is satisfied that such payment will be used for proper expenditure in the delivery of the Project.
- 3.3 The Grant shall be paid into a separate bank account in the name of the Recipient which must be an ordinary business bank account. All cheques from the bank account must be signed by at least two individual representatives of the Recipient.
- 3.4 The Recipient shall not transfer any part of the Grant to bank accounts which are not ordinary business accounts within the clearing bank system, without the prior written consent of the Council.
- 3.5 The Recipient shall promptly repay to the Council any money incorrectly paid to it 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 all conditions attaching to the Grant have been complied with by the Recipient.

## **4. USE OF GRANT**

- 4.1 The Grant shall be used by the Recipient for the delivery of the Project in accordance with the agreed budget set out in Schedule 1. For the avoidance of doubt, the amount of the Grant that the Recipient may spend on any item of expenditure shall not exceed the corresponding sum of money set out in Schedule 2 without the prior written agreement of the Council.
- 4.2 Where the Recipient has obtained funding from a third party in relation to its delivery of the Project (including without limitation funding for associated administration and staffing costs), the amount of such funding shall be included in the budget in Schedule 2 together with a clear description of what that funding shall be used for.
- 4.3 The Recipient shall not use the Grant to:
  - (a) make any payment to members of its Governing Body;

- (b) purchase buildings or land; or
- (c) pay for any expenditure commitments of the Recipient entered into before the Commencement Date,

unless this has been approved in writing by the Council.

- 4.4 The Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period.
- 4.5 Should any part of the Grant remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent monies are returned to the Council.
- 4.6 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project must be managed and paid for by the Recipient using the Grant or other resources of the Recipient. There will be no additional funding available from the Council for this purpose.

## **5. ACCOUNTS AND RECORDS**

- 5.1 The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds.
- 5.2 The Recipient shall keep separate, accurate and up-to-date accounts, and records of the receipt and expenditure of the Grant monies received by it.
- 5.3 The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate. The Council shall have the right to review, at the Council's reasonable request, all the Recipient's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.
- 5.4 The Recipient on request shall provide the Council with a copy of its annual accounts within six months (or such lesser period as the Council may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant is paid.

## **6. MONITORING AND REPORTING**

- 6.1 The Recipient shall closely monitor the delivery and success of the Project throughout the Grant Period and in accordance with monitoring requirements set out in Schedule 1 to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.
- 6.2 The Recipient shall provide the Council with an annual report on the outcomes and impact of the Project, and in such formats, as the Council may reasonably require. The Recipient shall also provide the Council with a final report on completion of the Grant Period which shall confirm whether the Project has been successfully and properly completed.
- 6.3 Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient shall include the amount of such funding in its financial reports together with details of what that funding has been used for.
- 6.4 The Recipient shall alert the Council to any risk to the Project's delivery at the earliest opportunity and both Parties shall work to agree a mutual solution to mitigate any risk.

6.5 The Recipient shall on request provide the Council with such further information, explanations and documents as the Council may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.

6.6 The Recipient shall permit any person authorised by the Council such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.

## **7. ACKNOWLEDGEMENT AND PUBLICITY**

7.1 Where reasonable and proportionate, the Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Council as the source of the Grant if appropriate.

7.2 The Recipient shall not issue any press releases referring to the Project or the Council without the prior written agreement of the Council. The Recipient shall acknowledge the support of the Council in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by the Council) shall include the Council's name and logo (or any future name or logo adopted by the Council) using the templates provided by the Council from time to time.

7.3 In using the Council's name and logo, the Recipient shall comply with all reasonable branding guidelines issued by the Council from time to time.

7.4 The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Council.

7.5 The Council may acknowledge the Recipient's involvement in the Project as appropriate without prior notice.

7.6 The Recipient shall comply with all reasonable requests from the Council to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Council in its promotional and fundraising activities relating to the Project.

## **8. INTELLECTUAL PROPERTY RIGHTS**

8.1 The Council and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the Council or the Recipient before the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.

8.2 Where the Council has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Council.

## **9. CONFIDENTIALITY**

9.1 Subject to clause 10 (Freedom of Information), each party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial 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.

9.2 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:

- (a) at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;
- (b) is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
- (c) is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

## 10. FREEDOM OF INFORMATION

10.1 The Recipient acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 and shall assist and co-operate with the Council (at the Recipient's expense) to enable the Council to comply with these information disclosure requirements.

10.2 The Recipient shall:

- (a) transfer the request for information to the Council as soon as practicable after receipt and in any event within [two] Working Days of receiving a request for information;
- (b) provide the Council with a copy of all information in its possession or power in the form that the Council requires within twenty working days (or such other period as the Council may specify) of the Council requesting that information; and
- (c) provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a request for information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations 2004.

10.3 The Council shall be responsible for determining at its absolute discretion whether the information:

- (a) is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations 2004;
- (b) is to be disclosed in response to a request for information.

10.4 In no event shall the Recipient respond directly to a request for information unless expressly authorised to do so by the Council.

10.5 The Recipient acknowledges that the Council may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004), be obliged under the FOIA or the Environmental Information Regulations 2004 to disclose information:

- (a) without consulting with the Recipient; or
- (b) following consultation with the Recipient and having taken its views into account,



provided always that where clause 10.5(b) applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Recipient advanced notice, or failing that, to draw the disclosure to the Recipient's attention after any such disclosure.

- 10.6 The Recipient shall ensure that all information produced in the course of the Agreement or relating to the Agreement is retained for disclosure and shall permit the Council to inspect such records as requested from time to time.

## **11. DATA PROTECTION**

- 11.1 The Recipient shall (and shall procure that any of its staff involved in connection with the activities under the Agreement shall) comply with any notification requirements under Data Protection Legislation (all applicable data protection and privacy Law including the General Data Protection Regulation, the Law Enforcement Directive and the Data Protection Act 2018 and all applicable Laws about the processing of personal data and privacy and any relevant national implementing Laws and regulatory requirements, as amended from time to time, to which the Council and the Recipient are subject, and any related guidance or codes of practice issued by the relevant supervisory authorities). Both Parties shall duly observe all their obligations under Data Protection Legislation, which arise in connection with the Agreement.

## **12. WITHOLDING, SUSPENDING AND REPAYMENT OF GRANT**

- 12.1 The Council's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Council's other rights and remedies, the Council may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:
- (a) the Recipient uses the Grant for purposes other than those for which they have been awarded;
  - (b) the delivery of the Project does not start within four (4) weeks of the Commencement Date and the Recipient has failed to provide the Council with a reasonable explanation for the delay;
  - (c) the Council considers that the Recipient has not made satisfactory progress with the delivery of the Project;
  - (d) the Recipient is, in the reasonable opinion of the Council, delivering the Project in a negligent manner;
  - (e) the Recipient obtains duplicate funding from a third party for the Project;
  - (f) the Recipient obtains funding from a third party which, in the reasonable opinion of the Council, undertakes activities that are likely to bring the reputation of the Project or the Council into disrepute;
  - (g) the Recipient provides the Council with any materially misleading or inaccurate information;
  - (h) the Recipient commits or committed a Prohibited Act;
  - (i) any member of the governing body, employee or volunteer of the Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment

of the Project or (b) taken any actions which, in the reasonable opinion of the Council, bring or are likely to bring the Council's name or reputation into disrepute;

- (j) the 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);
- (k) the Recipient becomes insolvent, 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; or
- (l) the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 10 (ten) working days of receiving written notice detailing the failure.
- (m) the Council shall have a ruling made against it in relation to the Grant being incompatible with, or is otherwise required to repay the Grant as a result of Subsidy Control regulations. The Recipient agrees to repay the grant in full where such a ruling occurs.

12.2 Wherever under the Agreement any sum of money is recoverable from or payable by the Recipient (including any sum that the Recipient is liable to pay to the Council in respect of any breach of the Agreement), the Council may unilaterally deduct that sum from any sum then due.

12.3 The Recipient shall make any payments due to the Council without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

12.4 Should the Recipient be subject to financial or other difficulties which can have a material impact on its effective delivery of the Project or compliance with this Agreement it will notify the Council as soon as possible so that, if possible, and without creating any legal obligation, the Council will have an opportunity to provide assistance in resolving the problem or to take action to protect the Council and the Grant monies.

### **13. ANTI-DISCRIMINATION**

13.1 The Recipient shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment.

13.2 The Recipient shall take all reasonable steps to secure the observance of clause 13.1 by all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Project.

### **14. HUMAN RIGHTS**

14.1 The Recipient shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Recipient were a public body (as defined in the Human Rights Act 1998).

14.2 The Recipient shall undertake, or refrain from undertaking, such acts as the Council requests so as to enable the Council to comply with its obligations under the Human Rights Act 1998.

14.3 The Recipient shall ensure that the Recipient and all of its subcontractors and suppliers complies with all applicable anti-slavery and human trafficking Laws, including the Modern Slavery Act 2015

## **15. LIMITATION OF LIABILITY**

15.1 The Council accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant. The Recipient shall indemnify and hold harmless the Council, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties. The Recipient's liability shall be limited to the amounts set out in clause 17.2 of this Agreement.

15.2 Subject to clause 15.1, the Council's liability under this Agreement is limited to the payment of the Grant.

15.3 Notwithstanding any other provision of this Agreement neither Party excludes or limits liability to the other for death or personal injury caused by its negligence or any such liability which it is not permissible to exclude by Law.

## **16. WARRANTIES**

The Recipient warrants, undertakes and agrees that:

- (a) it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);
- (b) it has not committed, nor shall it commit, any Prohibited Act;
- (c) it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Council immediately of any significant departure from such legislation, codes or recommendations;
- (d) it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
- (e) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (f) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (g) all financial and other information concerning the Recipient which has been disclosed to the Council is to the best of its knowledge and belief, true and accurate;
- (h) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;
- (i) it is not aware of anything in its own affairs, which it has not disclosed to the Council or any of the Council's advisers, which might reasonably have influenced the decision of the Council to make the Grant on the terms contained in this Agreement; and

- (j) since the date of its last accounts there has been no material change in its financial position or prospects.

## **17. INSURANCE**

17.1 The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss (the **Required Insurances**).

17.2 The Required Insurances referred to above include (but are not limited to):

- (a) public liability insurance with a limit of indemnity of not less than XX million pounds (£X,000,000) in relation to any one claim or series of claims arising under this Agreement ; and
- (b) employer's liability insurance with a limit of indemnity of not less than XX million pounds (£X,000,000) in relation to any one claim or series of claims arising under this Agreement.

The Recipient shall (on request) supply to the Council a copy of such insurance policies and evidence that the relevant premiums have been paid.

## **18. DURATION**

18.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the anniversary of expiry of the Grant Period or for so long as any Grant monies remain unspent by the Recipient, whichever is longer.

18.2 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

## **19. TERMINATION**

19.1 (Without limitation or prejudice to clause 3 of this Agreement) the Council may terminate this Agreement and any Grant payments on giving the Recipient three months written notice should it be required to do so by financial restraints or for any other reason.

19.2 The Recipient reserves the right to terminate this Agreement at any time (without the need to give any reasons) by giving at least three months written notice to the Council.

## **20. ASSIGNMENT**

The Recipient may not, without the prior written consent of the Council, assign, transfer, sub-contract, or in any other 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 to any other person any part of the Grant.

## **21. WAIVER**

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.

## **22. NOTICES**

All notices and other communications in relation to this 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 above or otherwise notified in writing. 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.

## **23. DISPUTE RESOLUTION**

- 23.1 In the event of any complaint or dispute (which does not relate to the Council's right to withhold funds or terminate) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the Project Manager or any other individual nominated by the Council from time to time.
- 23.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Project Manager or other nominated individual, as the case may be, either party may refer the matter to the Chief Executive of the Council and the Chief Executive of the Recipient with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the Council and the Recipient.
- 23.3 In the absence of agreement under clause 23.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

## **24. NO PARTNERSHIP OR AGENCY**

This Agreement shall not create any partnership or joint venture between the Council and the Recipient, 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.

## **25. JOINT AND SEVERAL LIABILITY**

Where the Recipient is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this Agreement.

## **26. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

## **27. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

## **28. DBS**

Where the Project includes Regulated Activity (in relation to vulnerable adults shall have

the same meaning as set out in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006), the Recipient shall have ultimate responsibility for the management and control of the Regulated Activity provided under the Project and for the purposes of the Safeguarding Vulnerable Groups Act 2006 and the Recipient shall ensure that all individuals engaged in the Regulated Activity within the Project are subject to a valid enhanced disclosure check for Regulated Activity undertaken through the Disclosure and Barring Service.

This Agreement takes effect on the date stated at the beginning of it.

Signed on behalf of  
**PETERBOROUGH CITY COUNCIL**  
by:

.....  
Duly Authorised Officer

SIGNED for and on behalf of  
[ ]  
by an Authorised Signatory:

.....  
Authorised Signatory

.....  
Name

**Schedule 1 - The Project**

DRAFT

**Schedule 2 - Payment Schedule**

DRAFT



DRAFT