

[GRANT FUNDING AGREEMENT]

[INSERT OFFER LETTER HERE]



DATED

xxxx

2023

THE BRITISH LIBRARY BOARD (1)

and

XXXXXXXXXXXXX (2)

GRANT FUNDING AGREEMENT

In respect of the LibraryOn project

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PARTIES

- (1) **THE BRITISH LIBRARY BOARD** (a statutory corporation pursuant to the British Library Act 1972) of 96 Euston Road, London, NW1 2DB (the "**British Library**")
- (2) XXXXXX of xxxxxxxx (the "**Grant Recipient**")

WHEREAS

- (A) The British Library desires to make a grant pursuant to the ACE Agreement in pursuit of the charitable aims of the LibraryOn project, enabling statutory duty public libraries to reach, connect with, and help their audiences in new and better ways;
- (B) To this end, between 1 October and 30 October 2023 the British Library ran a follow-up competition to its original competition for grant applications;
- (C) The Grant Recipient was successful under that follow-up competition and the British Library awarded it an offer of a grant to deliver certain activities to this end;
- (D) The British Library desires accordingly to provide and the Grant Recipient desires to accept the Grant on the terms provided for in this Grant Funding Agreement; AND
- (E) The Grant Recipient is willing to commit to use the Grant solely under the terms of this Grant Funding Agreement;

IT IS AGREED AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

"ACE" means Arts Council England.

"ACE Grant" means the grant funding to be provided to the British Library via the ACE Agreement.

"ACE Agreement " means the terms of an agreement between ACE and the British Library pursuant to an offer letter of 19 April 2021 and an associated External Delegation Agreement, as further described at Schedule 8 to this Grant Funding Agreement.

"Applicable Laws" means any applicable law, statute, byelaw, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body, including Subsidy Control Law and the Data Protection Legislation.

"Audit" means an inspection and verification of the accounts conducted by an independent qualified accountant, or, if the Grant Recipient is a Local Authority, University, or other statutory body, a qualified accountant from the Grant Recipient's internal audit function.

"Break Notice" means a notice served by ACE to terminate the ACE Grant.

"Change" means a change in the Ownership, Control and Nature of Business of the Grant Recipient or any other change to the nature or purpose of the Project, or any change in the Funded Activities.

"Code of Conduct" means the Code of Conduct for Recipients of Government General Grants published by the Cabinet Office in November 2018 which is available at https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/754555/2018-11-06_Code_of_Conduct_for_Grant_Recipients.pdf, including any subsequent updates from time to time.

"Conditions" means the conditions precedent upon which the Grant is payable as contained in clause 7.2 of this Grant Funding Agreement.

Confidential Information means any information (however conveyed, recorded or preserved) disclosed by a Party or its personnel to another Party (and/or that Party's personnel) whether before or after the date of the Grant Funding Agreement, including but not limited to:

- (a) any information that ought reasonably to be considered to be confidential (whether or not it is so marked) relating to:
 - (i) the business, affairs, customers, clients, suppliers or plans of the disclosing Party; and
 - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party; and
- (b) any information developed by the Parties in the course of delivering the Funded Activities;
- (c) The British Library's personnel data;
- (d) any information derived from any of the above.

Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure (otherwise than by breach of these Conditions);
- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) is received from a Third Party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the Confidential Information.

"Consents" includes any approval, authorisation, consent, exemption, licence, permit, permission or registration by of or from any governmental or other authority or any person.

"Correction" means an amount to be repaid or withheld from the Grant payable as determined following the finding of an Irregularity in accordance with clause 12.5.

"Data Protection Legislation" means all applicable data protection legislation and privacy legislation in force from time to time in the UK including the General Data Protection Regulations ((EU) 2016/679) ("EU GDPR") and the EU GDPR as incorporated into UK law; the Data Protection Act 2018; and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426); and all other legislation and regulatory requirements in force from time to time and codes of practice and guidance

which apply to a party relating to the use of personal data and the privacy of electronic communications.

"Delivery Partner" means a third party that (in collaboration with the Grant Recipient) shall deliver the Project, itself defray expenditure to be claimed and carry out the Project in accordance with the provisions of this Funding Agreement and which third party is not intended by either party to be providing services or works under a contract for services or works.

"Eligible Expenditure" means expenditure incurred and defrayed on the Funded Activities by the Grant Recipient which qualifies as eligible expenditure to be covered by the Grant under both this Grant Funding Agreement and the ACE Agreement and which in particular must be capital expenditure which:

- (i) falls to be capitalised in the Grant Recipient's accounts;
- (ii) is in pursuit of a purpose charitable in law; and
- (iii) will not constitute private benefit beyond that accepted as charitable in law.

"EIR" means the Environmental Information Regulations 2004, and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation.

"EIR Exception" means any applicable exemption to the EIR.

"UK Procurement Requirements" includes, but is not restricted to the Public Contracts Regulations 2015 (SI No 102/2015), as amended, and the Utilities Contracts Regulations 2016 (SI No 274/2016) and the Concession Contracts Regulations 2016 (SI No 273/2016).

"Event of Default" means an event or circumstance as defined by clause 12.1.

"Expenditure" means capital expenditure (as appropriate in the context).

"FOIA" means the Freedom of Information Act 2000, and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation.

"FOIA Authority/Authorities" means a public authority as defined by FOIA and/or EIR.

"FOIA Exemption" means any applicable exemption to the FOIA.

"Funded Activities" means the activities which the British Library agrees to fund under this Grant Funding Agreement and more particularly described in the Offer Letter and the Schedules to this Grant Funding Agreement.

"Grant Funding Agreement" means this agreement including the Offer Letter and the eight Schedules annexed hereto.

"Grant" means the grant payable pursuant to this Grant Funding Agreement up to the Maximum Sum as set out in the Schedules to this Grant Funding Agreement.

"Grant Commencement Date" means the date of the Offer Letter, being the earliest date that expenditure incurred and defrayed by the Grant Recipient can be Eligible Expenditure.

"Grant Period" means the period for which the Grant is awarded starting on the Grant Commencement Date and ending on 31 December 2023.

"Grant Recipient Personnel" means all employees, agents, consultants and contractors of the Grant Recipient and/or of any sub-contractor.

"Information" has the meaning given in the FOIA.

"Intellectual Property Rights" means any or all of the following: patents, trade marks, service marks, drawings, designs, registered designs, utility models, design right, copyright (including copyright in computer software), database right, inventions, trade secrets and other confidential information, technical information, Know-How, business or trade names, rights to prevent passing off, and all other intellectual property rights and rights of a similar or corresponding nature in any part of the world, whether registered or not or capable of registration or not and including all applications, renewals and extensions and the right to apply for any of the foregoing rights.

"Irregularity" means an infringement of a provision of law (including Subsidy Control Law and the UK Procurement Requirements) resulting from an act or omission by a Grant Recipient or a Delivery Partner (and/or its agents and sub-contractors), which has, or would have, the effect of prejudicing the general budget of the British Library by charging an unjustified item of expenditure to the general budget as determined following an Audit.

"Key Milestone Dates" means any milestones to achieve the Project which are set out in the Offer Letter or the Schedules to this Grant Funding Agreement.

"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.

"Law" means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body.

"Losses" means all costs, charges, fees, expenses, fines and losses (including, loss of profit, loss of reputation) and all interest penalties and legal and other professional costs and expenses.

"Material Breach" means a breach of this Grant Funding Agreement (including an anticipatory breach) which is not minimal or trivial in its consequences as further set out in clause 12.

"Maximum Sum" means the maximum amount of Grant payable by the British Library for Eligible Expenditure related to the Project specified in the Schedules to this Grant Funding Agreement.

"Not Eligible" means expenditure that is not Eligible Expenditure.

"Offer Letter" means the letter sent by the British Library to the Grant Recipient formally offering the Grant and headed "Offer letter" and prefixed to the cover page of this agreement.

"Ownership, Control and Nature of Business" shall be construed in accordance with section 840 of the Income and Corporation Taxes Act 1988 and section 1162 of the Companies Act 2006 and for the avoidance of doubt shall include an evaluation of dominant influence and shadow directorships in the Grant Recipient from time to time.

"Parties" means the British Library and the Grant Recipient and "party" shall mean any of them.

"Project" means the project being pursued by the Grant Recipient and which the Funded Activities complete or to which the Funded Activities contribute as detailed in the Schedules to this Grant Funding Agreement.

"Public Sector Financial Assistance" includes all funding received or receivable by the Grant Recipient from public sector bodies including for this purpose funding from UK government bodies (whether national or local) or bodies in receipt of lottery funds from the National Lottery Distribution Fund pursuant to the National Lotteries Acts 1993 and 1998.

"Regulatory Bodies" means those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Grant Funding Agreement or any other affairs of the British Library and Regulatory Body shall be construed accordingly.

"Request for Information" means any request for Information or an apparent request under the FOIA or the EIRs (as appropriate) which may relate to the Funded Activities or this Grant Funding Agreement in any way.

"Subsidy Control Law" means all applicable Laws in force from time to time (which, for the avoidance of doubt, includes future laws) regarding the UK's international obligations with regard to subsidy control or state aid including but not limited to any law giving effect to the provisions of Chapter 3, Title XI, Part 2 of the Trade and Co-operation Agreement between the European Union and the European Atomic Energy Community and the United Kingdom as given effect by the European Union (Future Relationship) Act 2020, commitments on subsidies arising from the UK's membership of the World Trade Organisation (including but not limited to the Agreement on Subsidies and Countervailing Measures, the Agreement on Trade-Related Investment Measures, the General Agreement on Trade in Services and the Agreement on Agriculture) and all applicable obligations contained in any existing or future trade agreement between the UK and any trade partner(s).

"Value Added Tax (VAT)" means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or additional tax.

"Working Day" means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory bank holiday in England.

2 INTERPRETATION

In this Grant Funding Agreement:

- 2.1 reference to any statute or legislation shall include any statutory extension or modification, amendment or re-enactment of such statutes and include all instruments, orders, bye-laws and regulations for the time being made, issued or given thereunder or deriving validity therefrom;
- 2.2 reference to any clause, sub-clause, paragraph, sub-paragraph or schedule without further designation shall be construed as a reference to the clause, sub-clause, paragraph, sub-paragraph or schedule to this Grant Funding Agreement so numbered;
- 2.3 reference to 'this Grant Funding Agreement' includes any variations made from time to time pursuant to these terms;
- 2.4 reference to "published by the British Library" shall include an electronic version contained on its website.
- 2.5 reference to including shall be construed so as not to limit the generality of any words or expressions in connection with which it is used;
- 2.6 reference to determined or determine means, unless the contrary is indicated a determination made at the discretion of the person making it;
- 2.7 where the consent approval or agreement of the British Library required pursuant to the terms of this Grant Funding Agreement, it shall not be construed as having been given unless provided in writing;
- 2.8 words importing one gender shall include both genders and the singular shall include the plural and vice versa;
- 2.9 the headings in this Grant Funding Agreement shall not affect its interpretation;

3 ACE GRANT

- 3.1 The Grant Recipient acknowledges and confirms that:
 - (i) the availability and payment of the Grant under this Grant Funding Agreement is conditional on and subject to the continuing availability and payment of grant available to the British Library for the Funded Activities pursuant to the ACE Grant; and that
 - (ii) in the event of ACE requiring repayment of the Grant pursuant to the ACE Grant the British Library may require repayment of Grant monies from the Grant Recipient to the British Library and in such event the Grant Recipient shall so do.
- 3.2 The British Library covenants with the Grant Recipient to observe and perform its obligations under the ACE Agreement in so far as it relates to this Grant Funding Agreement.
- 3.3 The Grant Recipient covenants with the British Library:

- (a) not to do or omit to do anything which would put the British Library in breach of its obligations under the ACE Agreement;
- (b) supply such information about the Project as shall be required by the British Library to provide to ACE pursuant to its obligations under the ACE Agreement;
- (c) to provide the British Library with all assistance reasonably necessary to ensure the continuation of the availability and payment of the ACE Grant.

3.4 It is further acknowledged and accepted by the Grant Recipient that:

- (i) the ACE Grant may be suspended or terminated prior to completion of the Funded Activities by service of a Break Notice and upon receipt of a Break Notice the British Library will forward the same to the Grant Recipient; and
- (ii) the British Library will in no circumstances have any obligation to refrain from exercising its clawback rights under clause 3.1, 6.3, 12.3 or otherwise under this Grant Funding Agreement.

4 GRANT

- 4.1 In consideration of the Parties' respective obligations contained in this Grant Funding Agreement the British Library offers the Grant and the Grant Recipient accepts the Grant up to the Maximum Sum on the terms and conditions of this Grant Funding Agreement.
- 4.2 The Grant Recipient shall use the Grant only for the Funded Activities and in accordance with the conditions set out in this Grant Funding Agreement. The Grant shall be used for no other purpose without the prior written agreement of the British Library.
- 4.3 The Grant will only be paid in respect of Eligible Expenditure.
- 4.4 Eligible Expenditure excludes:-
 - (a) payments made by the Grant Recipient (or Delivery Partners) that are Not Eligible; and
 - (b) payments that are the subject of an Irregularity or a suspected Irregularity.
- 4.5 Only Eligible Expenditure may be claimed pursuant to this Grant Funding Agreement. For the avoidance of doubt the reference to Grant and the provisions of this Grant Funding Agreement shall apply to all claims made for Eligible Expenditure (which, for the avoidance of doubt, shall not include any expenditure incurred or defrayed by the Grant Recipient before the Grant Commencement Date).
- 4.6 If any of the Conditions are not satisfied there shall be no payment of Grant and any expenditure incurred or defrayed by the Grant Recipient, whether before, on or after the Grant Commencement Date, shall be entirely for the account and at the risk of the Grant Recipient.

- 4.7 The Grant Recipient may not claim any part of the Grant for expenditure incurred on the Project:
- (a) that is Not Eligible; or
 - (b) that is incurred before or after the Grant Period unless the British Library has expressly agreed in writing, at its full discretion, that the expenditure may be incurred outside of the Grant Period
- 4.8 If the British Library wants to make a change to the Funded Activities (including for example reducing the Grant or removing some of the Funded Activities from the Grant) it may do so on three weeks' written notice to the Grant Recipient.

5 THE APPLICATION AND ACCEPTANCE OF GRANT TERMS

- 5.1 The Grant Recipient warrants to the British Library that all written information provided to the British Library in support of its application for grant funding for the Project was and remains accurate in all respects having made proper and full enquiry in relation to the same. The British Library has based its decision to offer and pay the Grant (and has relied) upon the representations made by the Grant Recipient in such application and in all documents and information provided as part of the appraisal process. No disclaimer or other statement that precludes the right of any person to rely upon such application or any other document that forms part of such application, or has a similar effect, shall apply with respect to the British Library or affect the British Library's right to enforce any provision of the Grant Funding Agreement.
- 5.2 For the avoidance of doubt, clause 5.1 is intended to ensure that there is reserved to the British Library any rights of action or remedies for any mistake, negligent misstatement, misrepresentation or error of judgment made in the Grant Recipient's application for grant funding upon which the British Library has relied in agreeing to provide Grant to the Grant Recipient.
- 5.3 The Grant Recipient accepts and agrees to all of the terms of this Grant Funding Agreement having made full and proper enquiry before giving the warranties contained in this Grant Funding Agreement.
- 5.4 The Grant Recipient acknowledges that the Grant has been offered to it to carry out the Funded Activities within the time limits set out in this Grant Funding Agreement and the other objectives set out in this Grant Funding Agreement.
- 5.5 The Grant Recipient accepts that in making the offer of the Grant, the British Library is in no way underwriting the Project or the Funded Activities, or providing any representation, commitment or guarantee as to the provision of funding or any further funding.
- 5.6 The Grant Recipient may with the consent of the British Library task a Delivery Partner to carry out certain of aspects of the Project provided that such shall not in any way reduce any of the obligations or liability of the Grant Recipient under this Grant Funding Agreement. If such consent is given the Delivery Partner shall be named in the Schedules to this Grant Funding Agreement.
- 5.7 For the avoidance of doubt the Grant Recipient shall be liable for the acts of its Delivery Partner including any Corrections resulting therefrom.

6 CODE OF CONDUCT

- 6.1 The Grant Recipient acknowledges that by signing the Grant Funding Agreement it agrees to take account of the Code of Conduct, which includes ensuring that its representatives and contractors undertake their duties in a manner consistent with the principles set out in the Code of Conduct.
- 6.2 The Grant Recipient shall immediately notify the British Library if it becomes aware of any actual or suspected breaches of the principles outlined in the Code of Conduct.
- 6.3 The Grant Recipient acknowledges that a material breach of this clause 6 or a failure to notify the British Library of an actual or suspected breach of the Code of Conduct will be tantamount to a Material Breach and may result, non-exclusively, in the British Library immediately suspending the Grant funding, terminating the Grant Funding Agreement and taking action to recover some or all of the funds paid to the Grant Recipient as a civil debt in accordance with the terms of this Grant Funding Agreement.
- 6.4 In the event of any conflict between the terms of this Grant Funding Agreement and the Code of Conduct the terms of this Grant Funding Agreement shall prevail.

7 GRANT CLAIMS

7.1 Amount of Grant payable

- (a) The total amount of Grant paid to the Grant Recipient shall not exceed the Maximum Sum and the British Library shall in no circumstances be under any obligation to pay the Grant Recipient any larger sum.
- (b) In the event that the total Eligible Expenditure actually incurred or defrayed the Grant Recipient is lower than the sum specified in Grant Recipient's application for grant funding, the Maximum Sum shall be reduced in proportion to the reduction in the total Eligible Expenditure.

7.2 Conditions to the payment of the Grant

The British Library shall pay the Grant out in accordance with Schedule 3 to this Grant Funding Agreement and will not make any payment of the Final Payment unless all of the following preconditions have been complied with or have been satisfied (and as applicable continue to be):-

- (a) the British Library holds funds for the purpose under the ACE Grant under the terms of the ACE Agreement (and without prejudice to the generality of the foregoing no Break Notice has been served);
- (b) the Grant Recipient has provided itemised details on all expenditure incurred and defrayed on the Funded Activities highlighting the Eligible Expenditure to be covered by the Grant to the satisfaction of the British Library including through satisfactory submission of the Final Report Form as set out in Schedule 5;
- (c) the expenditure incurred by the Grant Recipient for which reimbursement of costs is sought through the Grant is Eligible Expenditure;

- (d) The Funded Activities having been carried out to the reasonable satisfaction of the British Library as to quality and have been completed in accordance with any requisite Consents;
- (e) the British Library has received from the Grant Recipient such information to as it reasonably requires in relation to the Project including but not limited to information in relation to the status of the Project and progress towards completing the Funded Activities by the Key Milestone Dates;
- (f) the Conditions have been fully complied with provided that the British Library may waive in whole or in part any Condition/s without prejudicing the British Library's right to require subsequent fulfilment of such Condition/s;
- (g) the British Library is satisfied that the provision of Grant is compliant with Subsidy Control Law; and
- (h) the Grant Recipient has complied with, and is in compliance with all relevant Law (including Subsidy Control Law);

provided always that the payment of the Grant Claim shall not operate as a waiver of any of the obligations in this clause 7.2 or exclude the right for the British Library to exercise any of its rights under this Grant Funding Agreement.

7.3 Grant Payment Procedure

Subject to satisfaction of the Conditions (or written waiver by any of them by the British Library) and, in relation to the Final Payment, completion of the Funded Activities and a satisfactory Final Report Form provided in the form given at Schedule 6 to this Grant Funding Agreement:

- (a) The Grant Recipient shall provide accounting documents of verifiable value in such format and detail as may be acceptable to the British Library relating to the amount claimed, in addition to certifications from the Grant Recipient or employer's agent that:
 - (i) all expenditure the subject of the claim is Eligible Expenditure which has been incurred and defrayed and paid by the Grant Recipient (together with supporting evidence);
 - (ii) the terms and conditions of this Grant Funding Agreement have been satisfied by the Grant Recipient;
 - (iii) only Public Sector Financial Assistance which has been declared by the Grant Recipient its application for grant funding has been received by the Grant Recipient in relation to the Project; and
 - (iv) any other information as reasonably requested by the British Library.
- (b) The British Library will normally consider making payment within 20 Working Days of receipt of the relevant information for the initial or Final Payment, but this is subject to the Grant Recipient satisfactorily meeting any request for further particulars about the relevant expenditure or otherwise about the Project. The time for payment of any part of the Grant shall not be of the

essence. The British Library shall have no liability to the Grant Recipient for any Losses caused by a delay in the payment of any part of the Grant howsoever arising.

- (c) By submitting a request for any part of the Grant the Grant Recipient warrants to the British Library that:
 - (i) there is no Event of Default or Material Breach subsisting by reference to the facts and circumstances existing on each such date;
 - (ii) that all written information provided to the British Library in support of its application for grant funding for the Project remains accurate in all respects having made proper and full enquiry in relation to the same;
 - (iii) if it is not aware of anything which materially threatens the success or successful completion of the intention or purpose of this Grant Funding Agreement; and
 - (iv) that it is not under any statutory obligation to carry out the Funded Activities.
- (d) The Grant Recipient must complete and sign the Confirmation of Bank Details and Signatories in the form provided at Schedule 6 to this Grant Funding Agreement as part of their acceptance of the Grant. No payment can be made in advance of receipt of a correctly completed and signed form.
- (e) The signatory must be the chief finance officer or someone with proper delegated authority. Any change of bank details must be notified immediately on the same form and signed by an approved signatory. Any change of signatory must be notified to the British Library for approval, as soon as known.

8 THE PROJECT

8.1 The Grant Recipient agrees with the British Library that:

- (a) it shall not carry out any element of the Funded Activities without having first obtained all necessary Consents, and shall if requested by the British Library produce to it such documents or copy documents as the British Library may require to demonstrate satisfaction of the Grant Recipient's obligations under this clause;
- (b) it shall at all times procure that the Funded Activities are completed:
 - (i) with all relevant professional care and skill;
 - (ii) in accordance with any applicable Consents;
 - (iii) in accordance with the terms of the relevant contract (the terms of which it will enforce against the contractor); and
 - (iv) with due diligence so that the Funded Activities are completed as soon as possible.

- (c) it shall permit the British Library and its authorised representatives to attend any Project meetings upon their reasonable request;
- (d) the Grant Recipient shall ensure that all work on the Project by their employees or subcontractors is carried out with the skill, care and diligence which may be expected of a properly qualified knowledgeable skilled experienced and competent professionals each experienced in the provision of their respective services in respect of projects of a similar size, scope, nature and complexity to the Project and wherever reasonably possible that each holds appropriate professional indemnity insurance;

9 CHANGES

- 9.1 All Changes must be approved by the British Library in writing prior to the relevant Change being deemed to be effective. The British Library shall either agree to the change request or reject the change request as soon as reasonably practicable.
- 9.2 Until such time as a Change is made in accordance with this clause, the parties shall, unless otherwise agreed in writing, continue to perform this Grant Funding Agreement in compliance with its terms before such Change.
- 9.3 It is agreed and acknowledged by the Grant Recipient that any request for Change shall be subject to the terms of the ACE Agreement and may require the consent of ACE.

10 LEGISLATION AND SUBSIDY CONTROL LAW

- 10.1 The Grant Recipient has undertaken its own independent assessment of the compatibility of the Funded Activities with Subsidy Control Law and confirms to the British Library that the Project is structured so that it is compliant with Subsidy Control Law. Where the British Library has provided any views on any aspect of Subsidy Control Law, the Grant Recipient confirms that it has considered this information alongside all other sources of Subsidy Control Law available at the time of entering into this Grant Funding Agreement in undertaking its own assessment of the Project's compliance. The British Library has taken into account the Grant Recipient's representations on Subsidy Control Law compliance in deciding to offer the Grant.
- 10.2 The Grant Recipient shall procure and maintain the necessary expertise and resources to deliver the Funded Activities in accordance with the Subsidy Control Law for the full term of the Funded Activities. The Grant Recipient agrees to maintain appropriate records of compliance with the Subsidy Control Law and agrees to take all reasonable steps to assist the British Library to respond to any investigation(s) instigated into the Project by any competent regulator of Subsidy Control Law or before any Court.
- 10.3 A finding of Subsidy Control Law non-compliance in respect of the Project by a Court of competent jurisdiction may lead to the Grant Recipient being ordered to repay the Grant with interest in accordance with the procedure set out in clause 12.4.

11 PUBLICITY

- 11.1 The Grant Recipient hereby gives consent to the British Library to publicise in the press or any other medium the Grant and the details of the Project using any information gathered from the Grant Recipient's application for grant funding or the monitoring of

the Project, and licences the British Library to use its name for this purpose only or as reasonably requested by the Grant Recipient from time to time.

- 11.2 The British Library hereby gives consent to the Grant Recipient to publicise in the press or any other medium the Grant and the details of the Project using any information gathered from the Grant Recipient's application for grant funding or the monitoring of the Project.
- 11.3 The Grant Recipient shall ensure that it consults and works collaboratively with the British Library to publicise the Project, the Funded Activities, and the Grant Funding Agreement appropriately, including by providing the British Library with advance copies of any publicity material intended for release in advance of its release and by taking account of any reasonable requests which the British Library may make about the same.
- 11.4 The Grant Recipient shall ensure that it shall advertise ACE's and the British Library's support for the Project in all relevant and proportionate ways and in particular shall comply with the requirements as to branding of the ACE Agreement, and for this purpose the British Library licences the name and logo material within Schedule 7 to this Grant Funding Agreement to be used strictly for this purpose and accordance with the guidelines therein.

12 EVENTS OF DEFAULT, MATERIAL BREACH AND RIGHTS RESERVED FOR BREACH OF THE GRANT FUNDING AGREEMENT

12.1 Events of Default

12.1.1 An Event of Default is the occurrence of any of the following:

- (a) The British Library is deemed to be in breach of the terms of the ACE Agreement due to the act or omission of the Grant Recipient and any part of the ACE Grant is reclaimed or clawed back or the ACE Agreement is terminated or suspended;
- (b) the Grant Recipient fails to comply with the Conditions;
- (c) a Change is made to the Funded Activities without the prior written approval of the British Library, as required by clause 9;
- (d) a competent regulator of Subsidy Control Law or any Court of competent jurisdiction requires any Grant paid to be recovered or prevents the Grant from being paid by reason of a breach of Subsidy Control Law;
- (e) the Grant Recipient fails to comply with the provisions of Subsidy Control Law that apply to the Project and the Grant;
- (f) any report or certificate made by the Grant Recipient's auditor or reporting accountant and relevant to the Funded Activities is unsatisfactory (where, for example, the report or certificate refers to a fundamental uncertainty or disagreement, or contains a material qualification, or states that the auditor or accountant is unable to form an opinion about any item, or reports that any amount is not correctly stated in the accounts or records examined);

- (g) where delivery of the Funded Activities do not start within three (3) months of the Grant Commencement Date and the Grant Recipient fails to provide the British Library with a satisfactory explanation for the delay, or failed to agree a new date on which the Funded Activities shall start with the British Library;
- (h) the Grant Recipient fails, in the British Library's opinion after considering any submission sought from the Grant Recipient pursuant to clause 15 hereto, to make satisfactory progress with the Funded Activities; or
- (i) the Grant Recipient fails to:
 - (i) submit an adequate remedial action plan to the British Library following a request by The British Library pursuant to clause 15.1(b) of this Grant Funding Agreement; or
 - (ii) improve delivery of the Funded Activities in accordance with a remedial action plan approved by the British Library pursuant to clause 15.1(b) of this Grant Funding Agreement;
- (j) the Grant Recipient is unable to confirm in their Final Report Form that the Grant will be capitalised on their balance sheet.

12.1.2 The obligations in this clause 12.1 will survive the expiry or termination of the Grant Funding Agreement documents for a period of one (1) year.

12.2 **Material Breach**

A Material Breach is a breach of this Grant Funding Agreement and includes (but is not limited to) the occurrence of any of the following:-

- (a) The Grant Recipient fails to complete the Funded Activities within the Grant Period;
- (b) any information given or representation made in the Grant Recipient's application for grant funding or in any correspondence, report or other document submitted to the British Library relating to the Project or under this Grant Funding Agreement is found to be incorrect or incomplete to an extent which the British Library considers to be material;
- (c) any fraud has been committed by the Grant Recipient and/or its employees in connection with the Project;
- (d) a breach of the warranties by the Grant Recipient contained in and given pursuant to this Grant Funding Agreement;
- (e) the Grant Recipient fails to materially comply with the Conditions; or
- (f) the activities carried out by the Grant Recipient are distinct or different from the description set out in the Grant Recipient's application for Grant Funding having regard also to the intended function of the Project and the end beneficiaries of the Project.

12.3 Rights reserved for the British Library in relation to an Event of Default or a Material Breach

12.3.1 Where, the British Library determines that an Event of Default or a Material Breach has or may have occurred, the British Library may by written notice to the Grant Recipient take any one or more of the following actions:

- (a) suspend the payment of the Grant for such period as the British Library shall determine; and/or
- (b) reduce the Maximum Sum in which case the payment of the Grant shall thereafter be made in accordance with the reduction and notified to the Grant Recipient; and/or
- (c) cease to pay the Grant to the Grant Recipient under this Grant Funding Agreement and (in addition) require the Grant Recipient to repay to the British Library the whole or any part of the amount of Grant previously paid to the Grant Recipient together with interest accrued thereon; and/or
- (d) terminate this Grant Funding Agreement.

12.3.2 The British Library's rights under clause 12.3.1(c) solely insofar as they enable the British Library to require repayment from the Grant Recipient in order to repay monies to ACE upon ACE's request pursuant to the ACE Agreement the said rights shall survive this Grant Funding Agreement coterminously with ACE's rights to require repayment from the British Library under the ACE Agreement.

12.4 Liability to meet demand for repayment of Grant and Covenant to Pay

- (a) Where the British Library requires the Grant Recipient to repay any amount of Grant, the Grant Recipient shall repay the amount concerned within 20 Working Days of receiving the demand for repayment. The liability to meet such a demand shall be enforceable as a contractual debt.
- (b) Where the British Library makes a determination to recover any amount of Grant, it may recover the amount concerned by withholding or deducting the amount from any sum due from the British Library to the Grant Recipient under this Grant Funding Agreement or under any funding agreement for the support of any other project or activities or under any other agreement with the British Library.
- (c) The British Library may require interest to be paid on any amount repayable by the Grant Recipient at the prevailing market rate.

12.5 Corrections

- (a) Notwithstanding any other provision in this Grant Funding Agreement the British Library may impose a Correction. If a Correction is imposed a notice will be sent to the Grant Recipient setting out the Irregularity that the British Library considers has occurred together with the level of Correction imposed having regard to the Irregularity and/or the value of the Grant Claim to the extent that the Irregularity applies to it.

- (b) If a Correction is imposed the Grant Recipient shall either repay the amount or agree to the Correction being offset from the Final Payment as the case may be. The British Library shall be at liberty to offset an amount of Grant in anticipation of a Correction pending the final outcome of any discussions or representations made by the British Library and/or the Grant Recipient in respect of the Correction.
- (c) The Grant Recipient shall be at liberty to make representations in writing to the British Library setting out the reasons it considers that the Correction should be adjusted together with evidence in sufficient detail to enable the British Library to reconsider the requirement for the Correction provided always that the British Library's decision shall be final and binding.

12.6 Exclusion of Liability

- (a) Neither party shall be liable to the other party (so far as permitted by law) for indirect special or consequential loss or damage in connection with this grant Funding Agreement which shall include, without limitation, any loss of or damage to profit, revenue, contracts, anticipated savings, goodwill or business opportunities whether direct or indirect.
- (b) Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which the relevant party is entitled to bring a claim against the other party pursuant to this Grant Funding Agreement.
- (c) With respect to other claims so far as permitted by law the British Library shall under no circumstances whatever be liable to the Grant Recipient whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any Losses arising under or in connection with this Grant Funding Agreement that would exceed the amount of the Maximum Sum less any amount of Grant Paid. Limitation of the Grant Recipient's liability does not apply in relation to a Correction that applied in accordance with this Grant Funding Agreement.

13 ASSIGNMENT OR CHARGING OF THE GRANT FUNDING AGREEMENT

The Neither party shall assign, novate, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement without the prior written consent of the other party.

14 SUBCONTRACTING

- 14.1 The Grant Recipient shall be liable for the acts, omissions and negligence of any its Delivery Partners and / or agents and / or sub-contractors.
- 14.2 The Grant Recipient shall ensure that terms equivalent to those contained in this Grant Funding Agreement are passed on to any its Delivery Partner and / or agents and / or sub-contractors.

15 MONITORING PROGRESS, TENDERING AND NOTIFICATION

15.1 Submission of progress reports

- (a) The Grant Recipient must send to the British Library such reports on progress of the Project and in particular the Funded Activities in such format as the British Library may at any time require. This may include information about the progress of the Project, the Grant Recipient's financial standing, the Grant Recipient's ability to continue to deliver the Project, the Funded Activities and any other information required to enable the British Library to meet its reporting obligations and other obligations under Subsidy Control Law. The Grant Recipient must engage constructively and promptly with any request by the British Library to hold a follow-up meeting in person or virtually to discuss progress on the Project.

The British Library's review of such reports may result in the British Library deciding that (for example a non-exclusive list includes):

- the Funded Activities and the Grant Funding Agreement should continue in line with existing plans;
- there should be an increase or decrease in the Grant;
- the outputs should be re-defined and agreed;
- the Grant Recipient should provide the British Library with a draft remedial action plan setting out the steps the Grant Recipient will take to improve delivery of the Funded Activities;
- the Grant should be withdrawn, monies should be returned to the British Library, and this Grant Funding Agreement should be terminated in accordance with clause 12.3 of the same.

- (b) The Grant Recipient warrants the accuracy of the reports and information it gives pursuant to this clause 15 and further warrants that it has diligently made full and proper enquiry of the subject matter pertaining to the reports and information given.
- (c) The Grant Recipient shall closely monitor the delivery and success of the Funded Activities throughout the Funding Period to ensure that the aims and objectives of the Funded Activities are achieved.
- (d) The Grant Recipient shall provide The British Library with all reasonable assistance and co-operation in relation to any ad-hoc information, explanations and documents as The British Library may require, from time to time, so The British Library may establish if the Grant Recipient has used the Grant in accordance with the Grant Funding Agreement.
- (e) The Grant Recipient shall also provide The British Library with a Final Report on achievement of the agreed outputs and the defined longer term outcomes in the form set out at Schedule 5 to this Grant Funding Agreement. Where possible, the report will quantify what has been achieved by reference to the

Funded Activities' targets and provide details of all capital assets either acquired or improved using the Grant.

- (f) The Grant Recipient will permit any person authorised by The British Library reasonable access, with or without notice, to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Grant Recipient's fulfilment of its obligations under the Grant Funding Agreement and will, if so required, provide appropriate oral or written explanations to such authorised persons as required during the Funding Period.
- (g) The Grant Recipient will record in its financial reports any amount of match funding it receives together with details of what it has used that match funding for.

15.2 UK government procurement requirements

- (a) The Grant Recipient warrants that it has complied with UK government procurement requirements to date in relation to the Project to the extent required by law.
- (b) The Grant Recipient shall comply with current UK government procurement requirements at all times in relation to the Project to the extent required by law.

15.3 Notification by the Grant Recipient

The Grant Recipient shall notify the British Library in writing:-

- (a) as soon as practicable after the practical completion of the Funded Activities;
- (b) as soon as practicable in the event of any change of more than 5% in the information on costs (whether actual or estimated) of carrying out the Funded Activities and secondly of any event which materially affects the continued accuracy of any information previously given to the British Library (whether as part of its initial application for grant funding or otherwise);
- (c) as soon as practicable thereafter, in the event of the receipt of any other Public Sector Financial Assistance or guarantees of other Public Sector Financial Assistance (other than which has been declared by the Grant Recipient its application for grant funding) or other funding obtained by the Grant Recipient in relation to the Funded Activities, or an offer of the same, in respect of any aspect of the Project;
- (d) as soon as practicable thereafter, of any event which is reasonably believed to be likely to adversely affect the delivery of the Funded Activities or the Project in a timely manner or at all;
- (e) forthwith, on the occurrence of an Event of Default.

15.4 Records

- (a) The Grant Recipient shall provide the British Library with such information and documentation as the British Library may reasonably require in connection with

the Project from the date of the Grant Funding Agreement to the date on which the Grant Recipient has fulfilled all its obligations under this Grant Funding Agreement.

- (b) The Grant Recipient must keep a record of all Eligible Expenditure, all quotes, tenders and procurement practices, all financial contributions made towards the Project and any income generated by the Project.
- (c) The Grant Recipient will provide to the British Library such information as is available as to the number of persons employed in connection with the Project and such other information as may be requested by the British Library as to the benefits derived from the provision of funding for the Project.

15.5 Retention of documents

- (a) The Grant Recipient will ensure that all original documents relating to the Project and its implementation and financing are retained until the date that is three years beyond the date of the Final Payment.
- (b) The Grant Recipient will make available the original documents or verified true copies of the documents relating to the Project and its implementation and financing if and when required to do so by the British Library acting reasonably, the National Audit Office (and also their respective auditors) and any other person or body notified by the British Library to the Grant Recipient.
- (c) The Grant Recipient shall permit the British Library or a representative of the British Library (including, but not limited to, the Audit Commission), to inspect and audit (subject to reasonable and appropriate confidentiality undertakings) the Site and the Grant Recipient's documents relating to the Project for monitoring and audit purposes.
- (d) The Grant Recipient accepts that the British Library has the right to attend Site meetings with the Grant Recipient's employer's agent or project manager.

15.6 Conflicts of interest and financial irregularities

- (a) The Grant Recipient and all officers, employees and other persons engaged or consulted by the Grant Recipient in connection with the Project shall not be in a position where there is a conflict of interest. The Grant Recipient is required to have formal procedures obliging all such persons to declare any actual or potential personal or financial interest in any matter concerning the Project, and to be excluded from any discussion or decision-making relating to the matter concerned.
- (b) If the Grant Recipient has any grounds for suspecting any financial impropriety in the use of any amount paid under the Grant Funding Agreement, it must notify the British Library as soon as practicable, explain what steps are being taken to investigate the suspicion, and keep the British Library informed about the progress of the investigation. For these purposes "financial impropriety" includes fraud or other impropriety; mismanagement and use of Grant for improper purposes.

- (c) The British Library shall be entitled to interview employees of the Grant Recipient if fraud or other financial irregularity is suspected by the British Library on the part of the Grant Recipient, its employees or agents in connection with the Project.

15.7 Post-grant review and lessons learnt

The Grant Recipient shall respond to reasonable ad hoc requests from the British Library for information about the Project and the Funded Activities, for the purpose of measuring and demonstrating the reach and impact of the Grant after the Final Payment. The Grant Recipient shall provide information, data and reports as reasonably required by the British Library for this purposes.

15.8 General Termination and Termination for Convenience

- (a) Unless terminated earlier, this Grant Funding Agreement shall terminate by effluxion of time on the second anniversary of its execution by the last of the parties to sign.
- (b) Notwithstanding the British Library's right to terminate the Grant Funding Agreement pursuant to clause 12.3 above, either Party may terminate the Grant Funding Agreement at any time by giving at least 2 months' notice.
- (c) Without prejudice to the British Library's remedies as stated elsewhere in this Grant Funding Agreement, if either party terminates the Grant Funding Agreement under this clause 15.8 all Grant monies received by the Grant Recipient (other than those irrevocably committed in good faith before the date of termination, in line with the Grant Funding Agreement and approved by the British Library as being required to finalise the Funded Activities) shall be returned to the British Library within 30 days of the date of receipt of the written notice of termination.
- (d) In the event of termination of this Grant the British Library shall not in any circumstances be liable to pay any of the Grant Recipient's costs or those of any contractor/supplier of the Grant Recipient related to any transfer or termination of employment of any employees engaged in the provision of the Funded Activities.

15.9 Borrowing

The Grant Recipient must obtain prior written consent from The British Library before:

borrowing or lending money from any source in connection with the Grant Funding Agreement; or

giving any guarantee, indemnities or letters of comfort that relate to the Grant Funding Agreement or have any impact on the Grant Recipient's ability to deliver the Funded Activities set out in the Grant Funding Agreement.

16 ACCOUNTING RECORDS AND SUPPORTING EVIDENCE

- 16.1 The Grant Recipient shall and shall procure that a Delivery Partner shall maintain full and accurate accounts and documentary evidence for the Project on an open book

basis and the Grant Recipient will and shall Procure that a Delivery Partner will permit the British Library and persons authorised by the British Library to inspect audit and take copies of all reports books accounting records and vouchers which the British Library properly considers relevant to the Project.

- 16.2 The Grant Recipient shall and shall procure that a Delivery Partner shall maintain either a separate accounting system or an adequate accounting code for all transactions relating to the operation without prejudice to national accounting rules.
- 16.3 The Grant Recipient shall and shall procure that a Delivery Partner shall comply with the British Library's audit monitoring and reporting requirements for grant recipients.
- 16.4 The Grant Recipient shall and shall procure that a Delivery Partner shall provide the British Library with such other information as the British Library may require in connection with the Project.

17 CONFIDENTIALITY

- 17.1 Each party recognises that under this Grant Funding Agreement documents it may receive Confidential Information belonging to the other.
- 17.2 Subject to clause 18 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 Grant Funding Agreement or save as expressly authorised in writing by the other party.
- 17.3 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) is required to be disclosed by any Applicable Law (including where disclosure is required in accordance with the FOIA and the EIRs);
 - (b) 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 Grant Funding Agreement by the receiving party;
 - (c) it is reasonably necessary for either party to disclose to those of its employees, representatives, advisers, agents, consultants and sub-contractors as may be reasonably necessary or desirable in order to implement the provisions of this Grant Funding Agreement, provided that before any such disclosure the receiving party shall make those employees, representatives, advisers, agents, consultants and sub-contractors aware of its obligations of confidentiality under this Grant Funding Agreement and shall at all times procure compliance by those employees, representatives, advisers, agents, consultants and sub-contractors with them
 - (d) 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;

- (e) is at any time after the date of this Grant Funding 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; or
- (f) is disclosable in the course of any court proceedings.

18 FREEDOM OF INFORMATION

- 18.1 It is acknowledged that both parties are FOIA Authorities and are subject to the requirements of the FOIA and the EIRs and
- (a) are subject to legal duties which may require the release of Information; and
 - (b) that FOIA Authorities may be under an obligation to provide Information subject to a Request for Information.
- 18.2 A party receiving a Request for Information (a "Disclosing Party") will be responsible for determining in its absolute discretion whether:
- (a) any Information is may be considered to be the subject of a FOIA Exemption or remains as such; and/or;
 - (b) any Information is to be disclosed in response to a Request for Information;
- 18.3 Subject to clause 18.4 below, each party acknowledges that the Disclosing Party may disclose Information:
- (a) without consulting the other party; or
 - (b) following consultation with the other party and having taken (or not taken, as the case may be) its views into account.
- 18.4 Without in any way limiting clauses 18.2 and 18.3 in the event that the Disclosing Party receives a Request for Information, the Disclosing Party will, where appropriate, as soon as reasonably practicable notify the other party.
- 18.5 Each party will assist and co-operate as requested by the Disclosing Party to enable the Disclosing Party to comply with its disclosure requirements under FOIA and EIR within the prescribed periods for compliance and in particular without limitation will (and will procure that its agents and sub-contractors will and any Delivery Partner), at their own cost:
- (a) transfer any Request for Information received to the Disclosing Party as soon as practicable after receipt and in any event within two (2) Business Days of receiving a Request for Information;
 - (b) provide all such assistance as may be required from time to time by the Disclosing Party and supply such data or Information as may be requested by it;
 - (c) provide the Disclosing Party with any data or Information in its possession or power in the form that the Disclosing Party requires within five (5) Business

Days (or such other period as the Disclosing Party may specify) of the Disclosing Party requesting that Information; and

- (d) permit the Disclosing Party to inspect any records as requested from time to time.

18.6 Nothing in this Agreement will prevent the either party from complying with any valid order, decision, enforcement or practice recommendation notice issued to it by the Information Commissioner under FOIA and / or EIR in relation to any Information which is deemed to be the subject of an FOIA Exemption.

18.7 Each party acknowledges and agrees that the either party may in its absolute discretion redact all or part of the Information prior to its publication. In so doing and in its absolute discretion a Disclosing Party may take account of any EIR Exceptions and any exemption from the FOIA. A Disclosing Party may in its absolute discretion consult with the other party regarding any redactions to the Information to be published pursuant to this clause 18 but the Disclosing Party will make the final decision regarding publication and/or redaction of the Information.

18.8 The obligations in this clause 18 will survive the expiry or termination of the Grant Funding Agreement documents for a period of two (2) years or, in respect of any particular item of Confidential Information, until such earlier time as that item of Confidential Information reaches the public domain otherwise than by reason of a breach of the Agreement document(s) or of any other duty of confidentiality relating to that information.

19 DATA PROTECTION

19.1 Both parties shall (and shall procure that any of its staff involved in connection with the activities under the Grant Funding Agreement shall) comply with any notification requirements under the Data Protection Legislation and both parties will duly observe all their obligations under the Data Protection Legislation, which arise in connection with this Grant Funding Agreement.

20 GRANT RECIPIENT'S OBLIGATIONS

20.1 The Grant Recipient warrants, represents and undertakes for the duration of the term of this Grant Funding Agreement that:-

- (a) it has and will continue to hold all necessary (if any) regulatory approvals from all relevant Regulatory Bodies necessary to perform the Grant Recipient's obligations under this Grant Funding Agreement;
- (b) it shall at all times comply with the law in carrying out its obligations under this Grant Funding Agreement.
- (c) it has the power and authority to execute, deliver and perform its obligations under this Funding Agreement and no limit on its powers will be exceeded as a result of the acceptance of the Funding or any of the terms pursuant to this Grant Funding Agreement.
- (d) there has been no adverse change in the Grant Recipient's business, assets or financial condition since the submission of its application to the British Library

for grant funding and that such application is true in all respects on the date of this Grant Funding Agreement;

- (e) no regulatory investigation by any UK or EU authorities has been commenced or is pending in respect of the Project or the Grant Recipient, or if there has been a regulatory investigation, it has been concluded to the satisfaction of the British Library;
- (f) it shall be responsible for completing the Project and any failure of the Grant Recipient to complete the Project is not the responsibility of the British Library;
- (g) it shall adhere to any of the British Library's reasonable requirements in relation to completion of the Funded Activities; and
- (h) it shall notify the British Library as soon as it becomes aware of any problems or issues which are reasonably believed to seriously risk the successful completion of the Project.

21 NOTICES

- 21.1 Whenever under the provisions of this Agreement any notice or communication is required to be given or sent by any one party to another such notice or communication shall be addressed as follows:

The British Library

Legal Notices:

Jill Brown

Digital Grants Manager

The British Library, 96 Euston Road, London, NW1 2DB

E-mail: Jill.brown@bl.uk AND BY COPY TO legal-and-contracts-services@bl.uk

Other:

Jill Brown

Digital Grants Manager

The British Library, 96 Euston Road, London, NW1 2DB

E-mail: Jill.brown@bl.uk

The Grant Recipient

Legal Notices:

[insert name],

[insert job title],

[insert address].

Email: [insert email].

Other:

[insert name],

[insert job title],

[insert address].

Email: [insert email].

- 21.2 Each party may change its address or contact details specified above by giving written notice of such change to the other party to this Agreement.
- 21.3 All notices and communications to be made or given relating to this Agreement shall be in writing and both (a) posted or delivered by hand, and (b) provided in copy by email.
- 21.4 Any notice so served shall be deemed to have been received:
- if delivered by hand, on signature of a delivery receipt; or
- if delivered by recorded delivery, on the second working day following the date of posting.
- 21.5 This sub-clause does not apply to the service of any proceedings or other documents in any legal action.

22 VALUE ADDED TAX

- 22.1 The payment of the Grant by the British Library under this Grant Funding Agreement is believed to be outside the scope of Value Added Tax but if any Value Added Tax shall become chargeable all payments shall be deemed to be inclusive of all Value Added Tax and the British Library shall not be obliged to pay any additional amount by way of Value Added Tax.
- 22.2 All sums or other consideration payable to or provided by the Grant Recipient to the British Library at any time shall be deemed to be exclusive of all Value Added Tax payable and where any such sums become payable or due or other consideration is provided the Grant Recipient shall at the same time or as the case may be on demand by the British Library in addition to such sums or other consideration pay to the British Library all the Value Added Tax so payable upon the receipt of a valid Value Added Tax invoice.
- 22.3 In the event that any part of the Eligible Expenditure includes the payment of Value Added Tax which at the time of payment is not recoverable by or on behalf of the Grant

Recipient but at a later date all or part of such payment of Value Added Tax is paid or credited to the Grant Recipient then immediately upon the receipt or credit it will notify the British Library and pay such amount within 3 days of receiving notice from the British Library.

23 GOOD FAITH & COOPERATION, DISPUTE RESOLUTION, AND INDEMNITY

- 23.1 The Grant Recipient covenants with the British Library that it shall at all times act with the utmost good faith towards the British Library and will at all times co-operate fully with the British Library; it will comply with all the British Library's reasonable requirements in relation to the Project from time to time; and that it will not do anything which will put the British Library in breach of any of its obligations in relation to the Project.
- 23.2 The Parties will use all reasonable endeavours to negotiate in good faith, and settle amicably, any dispute that arises during the continuance of the Grant Funding Agreement. All disputes and complaints (except for those which relate to the British Library's right to withhold funds or terminate the Grant Funding Agreement) shall be referred in the first instance to the Parties' nominated representatives. If the matter is not resolved by negotiation the matter may be referred to mediation in accordance with Centre for Dispute Resolutions (CEDR) Model Mediation Procedures. To initiate mediation either the Library or the Grant Recipient shall give notice in writing to the other party, requesting mediation. If there is any point on the conduct of the mediation upon which the parties cannot agree within 14 days of the date of the said notice CEDR will, at the request of either of them, decide that point for the parties having consulted them. The mediation will start not later than 28 days after the date of the said notice.
- 23.3 The British Library accepts no liability for any consequences, whether direct or indirect, that may come about from the Grant Recipient delivering/running the Funded Activities, the use of the Grant or from withdrawal, withholding or suspension of the Grant. The Recipient shall indemnify and hold harmless the British Library, its representatives with respect to all actions, claims, charges, demands Losses and proceedings arising from or incurred by reason of the actions and/or omissions of the Grant Recipient in relation to the Funded Activities, the non-fulfilment of obligations of the Grant Recipient under this Grant Funding Agreement or its obligations to third parties. Subject to this clause 23.3, the British Library's liability under this Grant Funding Agreement is limited to the amount of Grant outstanding.

24 INSURANCE

The Grant Recipient covenants with the British Library that it will ensure that it maintains at all times adequate insurance cover with an insurer of good repute to cover all claims and liabilities under this Grant Funding Agreement or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with the Project.

25 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not party to this Grant Funding Agreement shall not have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Grant Funding Agreement. No term of this Grant Funding Agreement is intended to confer a benefit on, or to be enforceable by, any person who is not a party to this Grant Funding Agreement.

26 JURISDICTION

This Grant Funding Agreement shall be governed by and construed in accordance with the law of England and each party submits to the exclusive jurisdiction of the English Courts.

27 MISCELLANEOUS

- 27.1 Nothing in this Grant Funding Agreement shall constitute a partnership or joint venture between the parties to this Grant Funding Agreement or constitute either party as an agent of the other for any purpose whatsoever, and the Grant Recipient shall ensure that any Delivery Partner is made aware of this.
- 27.2 A certificate by the British Library as to any sum payable under this Grant Funding Agreement to the Grant Recipient shall be (save in the case of manifest error) conclusive evidence of the matter to which it relates and shall contain reasonable details of the basis of determination.
- 27.3 If at any time any of the provisions of this Grant Funding Agreement become illegal, invalid or unenforceable in any respect under any law or regulation of any jurisdiction, neither the legality validity nor enforceability of the remaining provisions of this Grant Funding Agreement shall be in any way affected or impaired as a result.
- 27.4 No failure or delay on the part of a party in exercising any right or power and no course of dealing between the parties to this Grant Funding Agreement shall operate as a waiver nor shall any single or partial exercise of any right power or remedy of a party prevent any other or further or other exercise of it or the exercise of any other right power or remedy of a party. The rights and remedies available to a party under this Grant Funding Agreement are cumulative and are in addition to and not in substitution for any other rights or remedies which a party would otherwise have, however arising.
- 27.5 A Party shall not be liable for failure to perform its obligations under this Grant Funding Agreement, nor be liable to any claim for compensation or damage, nor be deemed to be in breach of this Grant Funding Agreement, if such failure arises from an occurrence or circumstances beyond the reasonable control of that Party provided that Party give the other Parties prompt notice of such occurrence or circumstances and uses all reasonable endeavours to resume performance of their obligations as soon as reasonably possible. If a Party affected by such an occurrence causes a delay of three (3) months or more, and if such delay may reasonably be anticipated to continue, then the Parties shall discuss whether continuation of the Project is viable, or whether this Grant Funding Agreement should be terminated.
- 27.6 Nothing in this Grant Funding Agreement nor any other document shall impose any obligation or liability on either party with respect to any actions of or obligations or liabilities assumed or incurred by another party or its agents, contractors or employees whether under contract, statute or otherwise.
- 27.7 Any approval by a party or any person on behalf of a party pursuant to this Grant Funding Agreement of any matter submitted by the a party for approval shall not be deemed to be an acknowledgment of the correctness or suitability of the contents of the subject of the approval or consent.

- 27.8 The fact that a party or its representatives have supplied or received any documents or information or attended any meeting shall not in itself imply approval of any matters raised in any such document, information or meeting or relieve the other party of any obligation or liability in respect of the Project or otherwise.
- 27.9 Nothing in this Grant Funding Agreement shall affect the coming into force or the continuance in force of any provision of this Grant Funding Agreement which is expressly or by implication to come into force or continue in force upon termination or expiry of this Grant Funding Agreement.
- 27.10 This Grant Funding Agreement contains all the terms which the parties have agreed in relation to the subject matter of this Grant Funding Agreement and supersedes any prior written or oral agreements representations or understandings between them.
- 27.11 The obligations of the Parties under clauses 11, 13, 17, 18, 19, 25, 26, 28 and Schedule 7 together with such other clauses as may reasonably be construed as surviving termination, shall survive the termination of this Agreement.

28. DEALINGS WITH PROJECT ASSETS

- 28.1 You must seek our permission if you wish to sell, let, sublet or otherwise deal or dispose of any asset on which more than £1,000 of the Grant monies given to you have been spent (a "Relevant Asset").
- 28.2 If at any time within 10 years of the date of this agreement you cease to use a Relevant Asset for public benefit for a period of more than one month you must notify the British Library of this and the British Library may, in its absolute discretion not to be exercised unreasonably, either require the return of a relevant proportion of the Grant or may require you to transfer legal ownership of the Relevant Asset or any part thereof to the British Library or another entity of the British Library's choice, in the latter case subject to such conditions as on the recipient of the Relevant Asset as the British Library may reasonably require.

This agreement has been entered into by the parties on the date of execution of the second of the parties' representatives to sign.

Signed for and on behalf of THE BRITISH LIBRARY BOARD

Name:

Title:

Date:

Signed for and on behalf of XXXXXXXX

Name:

Title:

Date:

SCHEDULE 1: GRANT APPLICATION

[INSERT GRANT APPLICATION COPY HERE]

SCHEDULE 2 CHANGES TO PROJECT

[INSERT ANY CHANGES AGREED BETWEEN THE PARTIES BETWEEN THE GRANT APPLICATION AND SIGNING OF THE AGREEMENT HERE – or - IF NONE APPLY, RETAIN HEADING WITH ONLY WORDING “DELIBERATELY BLANK”]

SCHEDULE 3 PAYMENT AND REPORTING SCHEDULE



Supported using public funding by
**ARTS COUNCIL
ENGLAND**

LibraryOn grant programme payment schedule

Name of submission	Date due	Amount to be released	Payment conditions
First payment	XX/XX/XXXX	£ (80% of award)	<ul style="list-style-type: none">• A completed bank details form• A signed grant agreement
Final payment	XX/XX/XXXX	£ (20% of award)	<ul style="list-style-type: none">• A completed final monitoring report• Certified income and expenditure: A statement of income and expenditure for the activity that (for awards of over £50k) has been certified by an independent qualified accountant (or if your organisation is a Local Authority, a qualified accountant from your internal audit function), including confirmation that all Grant expenditure will be capitalised on your balance sheet

SCHEDULE 4 [INTENTIONALLY NOT USED]

SCHEDULE 5 FINAL REPORT FORM



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**ARTS COUNCIL
ENGLAND**

Final report template

Reporting must be completed online using our online application platform. You may find it easier to complete this template first, then cut and paste your answers into the system.

What have you achieved and what progress on activity have you made?

Up to 400 words

What have been the challenges?

Up to 300 words

What have you learnt?

Up to 300 words

How is the project contributing to the digital capability and/or provision by your service?

Up to 400 words

If applicable, have there been any partnership developments?

Up to 200 words

How many people that work in your service have been engaged in and/or have benefitted from this project? Please feel free to provide detail explaining how this figure has been calculated.**If known, please provide figures for current service user engagement:**

On-line

In-person

Please feel free to provide any additional information about the above figures.

--

If known, please provide figures for how many service users have engaged with your project:

On-line	
In-person	
Please feel free to provide any additional information about the above figures.	

Income for this activity

	Original income	Revised income	Final income	Income notes
Grant programme award	£	£	£	
If applicable, any other income received for this project	£	£	£	

Expenditure for this activity

	Original expenditure	Revised expenditure	Final expenditure	Expenditure notes
Asset purchases e.g. hardware	£	£	£	
Creating/purchasing initial content	£	£	£	
Internal staff working directly on the creation of the asset	£	£	£	
External professional services used to directly create the asset	£	£	£	
Other capital costs	£	£	£	
If applicable, other costs	£	£	£	

I confirm that expenditure for this project has been capitalised on our organisation's balance sheet (Please check the box)

If your award was for £50,000 or more, we also require you to upload a statement of income and expenditure for the activity that has been certified by an independent qualified accountant, including confirmation that all grant expenditure will be

capitalised on your balance sheet. (If your organisation is a local authority a qualified accountant from your internal audit function can certify this).

Your feedback is important to the LibraryOn team. Please let us know how we did. Thinking about the grant you have received from us, how did we:

A. explain about eligibility to apply for funding?

Very well	
Well	
Neither well nor badly	
Badly	
Very badly	

B. explain the application process?

Very well	
Well	
Neither well nor badly	
Badly	
Very badly	

C. manage your application for funding?

Very well	
Well	
Neither well nor badly	
Badly	
Very badly	

D. respond if you contacted us for advice or information?

Very well	
Well	
Neither well nor badly	
Badly	
Very badly	

Please let us know if you have any other comments

--

SCHEDULE 6 BANK DETAILS



New Grant Recipient Banking Form

Requested by-**internal to complete**

Form requested by*	
Contact Tel no*	
Email address*	
Date submitted*	
Construction/Gov Body/DCMS/Aleph*	
Payment Terms -Standard BL Terms are 30 Days -If non-standard payment terms have been agreed with the supplier please state the reasons why	

**Grant Recipient Information –please complete
in BLOCK CAPITALS**

Grant Recipient Name	
Company Registration Number	
VAT Registration Number	
Address – general	
Address – payment (If different to general)	
Telephone	
Email	<i>Remittance:</i> <i>PO:</i>
Contact name and email address	
Currency	
Bank details	<i>Bank name:</i> <i>Sort code:</i> <i>Account number:</i> <i>Account name(if different from supplier name)</i>
Are you an SME?	<i>Yes/No</i>

Please email the completed form and supporting documentation to:

AP-Vendor-Maintenance@bl.uk

**Internal: Please include this form in your tender submission/requisition once the
supplier has been added**

SCHEDULE 7 LOGOS AND BRANDING

ACE and British Library grant funding must be acknowledged verbally and in writing in any press release, interview, public statement or event speech that is related to the Funded Activities.

To download the ACE logos, read the guidelines and the checklist, or to see how to acknowledge ACE's role in the funding verbally or in writing, please visit:
www.artscouncil.org.uk/grantawardlogo.

Project branding should follow the guidance below (a larger copy will be separately available from the British Library).

Logo guidance

The LibraryOn grants programme is managed by the British Library and funded by Arts Council England using public money. To celebrate funding projects like these for public libraries we want to let people how your project has been supported. The Arts Council England and LibraryOn logos, should, therefore, be applied to all public-facing materials you create to promote your new digital presence including websites, films and any other media or assets you may create to talk about your new resource.

You can download the logos here:
[Arts Council England](#)
[LibraryOn](#)

The following guidelines will help you ensure the logos have been used correctly. If you cannot apply the logos because space is restricted please use this text credit: 'Supported by LibraryOn using public funding by Arts Council England'.

If you need help or you have any queries on this guidance please contact us at hello@libraryon.org



Minimum Size – Digital/Print



The two logos can be used interchangeably, please choose whichever version suits your format the best. The primary colour for the LibraryOn logo is purple and should be used wherever possible.

Exclusion zones



Light background example (including spacing and safe area)



Dark background example (including spacing and safe area)

SCHEDULE 8 THE ACE AGREEMENT

The ACE Agreement

ACE has awarded the British Library a grant to run a grant programme enabling local library services to upgrade their website and local digital presence, to enhance library service buy in and public benefit, and to contribute to the national impact and sustainability of the proposal. Grant supported schemes must be to this end and conform to ACE's terms and conditions including the specific provisions below.

This grant is funded using money from Grant in Aid. ACE reserve the right to review and reduce funding in light of how well activities are delivered against the objectives of the grant. You can only

spend your grant on the Funded Activities and failure to do so effectively may result in grant monies needing to be returned by you, through us, to ACE.

Acknowledging your grant

You must acknowledge your Arts Council England and British Library grant funding verbally and in writing in any press release, interview, public statement or event speech that is related to the activity we are funding.

To download the ACE logos, read the guidelines and the checklist, or to see how to acknowledge ACE's role in the funding verbally or in writing, please visit:
www.artscouncil.org.uk/grantawardlogo.

Collaboration is required in contributing to key promotional and publicity activities. This might include joint media relations work or providing us with images, text, audio and/or audio-visual materials that we can use to demonstrate artistic and cultural excellence.

Terms and conditions

You must enable the British Library to fulfil its requirements under the terms and conditions below and in particular you must ensure that you do all things necessary to enable the British Library to fulfil the requirements of its payments conditions schedule, in particular the need for:

- Timely cash flow projections;
- Confirmation that procurement processes complies with ACE T&Cs;
- Confirmation that all grant expenditure will be capitalised on your balance sheets;
- A detailed programme of activity to be delivered over the Grant Period;
- Grant recipients to adhere to the obligations and undertakings in relation to Arts Council branding and acknowledgement of funding (Clause 6.3 of the standard terms and conditions);
- Completed interim and final report forms (your information must ultimately enable the British Library to report to ACE's satisfaction on the outcomes, achievements, learnings, and short and long term impact of your project);
- A statement of income and expenditure for the activity that has been certified by an auditor (or appropriate equivalent), including confirmation that all Grant expenditure will be capitalised on your balance sheet; and
- That no grant will be used in a way that breaches conditions.

After your activity has finished you must complete a final activity report form, including satisfactory project accounts, subject to Audit at your cost (if any) if your grant is of £50,000 or more. You must enable the British Library to complete and submit an appropriate report form to ACE during []. To enable this, you are required to make your final report within one month of the end of the Grant Period (i.e., by the end of []).



ARTS COUNCIL ENGLAND

Standard terms and conditions for grants

April 2021

Standard terms and conditions for grants

These standard terms and conditions for grants apply to all grant offers made through Arts Council National Lottery Project Grants and other relevant programmes (as set out in your offer letter) from April 2021 onwards.

This document is important. It sets out the standard legal conditions of our grant offer to you. This is a legal document and you should ensure that you fully understand your responsibilities before accepting a grant from us.

If you have any general questions about this document, please contact our Customer Services team on 0161 934 4317. However, if you need legal advice, please contact your solicitor.

If you do not have access to the internet or email and require additional documents, or if you require this document in an alternative format you can ask us by phoning 0161 934 4317.

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1. Definitions

- 1.1. 'You' and 'your' means the person (individual) or organisation that we have given a grant to and is bound by these terms and conditions.
- 1.2. 'We', 'us' and 'our' means Arts Council England and includes our employees and those acting for us.
- 1.3. The 'Project' means the project or activity that we have agreed to give you a grant for, as set out in your application form or proposal together with any supporting documents such as budget information, a timetable and any other documents that set out how your Project will be managed ('the Project Proposal').
- 1.4. The 'Grant Agreement' includes and incorporates:
 - 1.4.1. these standard terms and conditions;
 - 1.4.2. the Offer Letter which sets out any additional conditions;
 - 1.4.3. the Project Proposal;
 - 1.4.4. and any other conditions we have agreed with you now or in the future.
- 1.5. The "Subsidy Control rules" means the Subsidy Control rules adopted by the UK with effect from 11pm on 31 December 2020, including Part 2, Title XI (Level Playing Field), Chapter 3 (Subsidy Control) of the 'Trade and Cooperation Agreement between the European Union and the European Atomic Energy Community, of the one part, and the United Kingdom of Great Britain And Northern Ireland, of the other part' incorporated into law by the European Union (Future Relationship) Act 2020 and, where relevant, the EU State aid rules as set out in Articles 107-109 of the Treaty on the Functioning of the European Union and associated regulations and guidelines under the Northern Ireland Protocol and any other applicable laws and successor legislation.

2. The grant

- 2.1. The amount of the grant is set out in the Offer Letter. We are not able to increase the amount of the grant. The amount of the grant may be different to the amount that you applied for.
- 2.2. You must accept our offer within two weeks of receiving it by accepting your grant online. If you do not accept your grant online within two weeks our offer will lapse. If you are an organisation, the Offer Letter must be accepted by someone who is authorised to sign on behalf of your organisation. Your acceptance online will be deemed your signing of the Offer Letter. The Grant Agreement will come into force on the date that you accept your grant online and will be deemed the date of your Grant Agreement.
- 2.3. We will pay the grant in the instalments as set out in the Offer Letter.
- 2.4. You must use the grant exclusively for the Project.
- 2.5. You must tell us promptly about any changes to information you have given us, including any changes to your bank or building society details and you must make sure that the information you hold is always true and up to date.
- 2.6. You must not use the grant to pay for any spending commitments you have made before the Covid-19 pandemic affected your work.
- 2.7. You must hold any unused part of the grant on trust for us at all times.
- 2.8. You must tell us if you receive any other funding for the Project from any other source at any time during the Project. If this means that you no longer need the funding from us and/or that our funding duplicates something you later receive other specific funding for, you must pay the grant or the appropriate portion of the grant back to us immediately upon demand from us.
- 2.9. If you spend less than the whole grant on the Project, you must return the unspent amount to us promptly. If the grant part-funds the Project, you must return the appropriate share of the unspent amount to us.
- 2.10. As the grant comes from public funds, you must account to us for any profit that you make from the Project and we reserve the right to require you to pay back all or part of the grant.
- 2.11. If you enter into an agreement with any third party with a view to commercial exploitation of the Project or anything related to it, you must contact us to obtain our consent. Our consent may be subject to conditions, including conditions requiring the repayment of all or part of the grant.

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3. The project

- 3.1 This Grant Agreement has been entered into within the COVID-19 period. We reserve the right to introduce any new requirements and/ or additional conditions based on any further guidance given and/ or announcements made by the UK Government and any changing circumstances in relation to COVID-19.
- 3.2 Where the Project includes participatory work or public engagement, you must comply with all current UK Government guidance on COVID-19 and should carry out a risk assessment. You must be able to evidence that all risks have been addressed prior to the commencement of the Project.
- 3.3 You must get our written permission before making any changes to the Project or to its aims, structure, delivery, outcomes, duration or ownership.
- 3.4 If we agree that you can make changes to the Project, we may ask you to agree to additional conditions. Any agreed changes and/or additional conditions will be set out in a separate legal agreement between us and you; you should not start any new or changed activity until that agreement has been signed by both us and you.
- 3.5 You must start the Project within one month of receiving the first grant payment from us.
- 3.6 You must tell us if your plans to complete the Project, or your own ability to complete it, changes.
- 3.7 You must ensure that all records, including financial records, relating to the Project are accurate and up to date. You must keep these records for at least seven years after the Project has finished.
- 3.8 Where it is required, you must maintain adequate insurance at all times and we may ask you to send us copies of these policies. This includes employee and public liability insurance and insurance that covers the full replacement value of any assets you have purchased using the grant.
- 3.9 You must give us, or any person nominated by us, access to all records relating to the Project or other projects funded by us upon demand, including (but not limited to) accounts and any other financial records, VAT and any other tax records. We can ask for access to these records for up to seven years after the Project has finished.
- 3.10 You must send us any information and records that we reasonably require to monitor your Project and how the grant is being used.
- 3.11 If it is requested as part of your Monitoring Schedule and Payment Conditions, you must provide us with a brief report on the Project within one month of completing it, using our standard activity report form which is held in your online account.
- 3.12 Where requested you must provide us with clear and accurate accounts that cover the period of the Project. These accounts must follow any relevant legal requirements for accounts, audit or examination of accounts, annual reports or annual returns and must clearly show income and expenditure. We may ask for proof of expenditure.
- 3.13 If the grant is for more than £50,000, a qualified and independent accountant must certify a Statement of Income and Expenditure.
- 3.14 In carrying out your Project, you must operate in a way which complies with all relevant laws and government requirements. This includes, but is not limited to, legislation or regulations governing the way you operate, the

	work you carry out, the staff you employ, or the goods and services you buy. For example, you are responsible for obtaining any licences, permissions and insurances that are required by law or ensure best practice.	18; and/or
3.15	You must have appropriate policies and procedures in place and act in accordance with them at all times to help you comply with any relevant law, government requirements and best practice. This may include, but is not limited to:	b. anyone who needs (or may need) community care services because of mental disability, other disability, age or illness, and who is (or may be) unable to take care of themselves or unable to protect themselves against significant harm or exploitation.
3.15.1	Data Protection Legislation (i.e; including, but not limited to: (i) the United Kingdom General Data Protection Regulation and (ii) the Data Protection Act 2018 together with all other applicable UK laws whether currently existing, yet to be implemented, or to act as successor legislation, that regulate the collection, processing and privacy of personal data;	3.16.2 you must consider all the risks that may arise from your contact with the vulnerable person and take all reasonable steps to ensure their safety. Before having any significant direct contact with the vulnerable person, you must get the written agreement of the legal carer or guardian of the vulnerable person.
3.15.2	Equal opportunities including discrimination on the basis of race, age, gender, disability, religion and/or sexuality;	3.16.3 As well as your responsibilities in clause 3.16.2, you must have and carry out a written policy and set of procedures to safeguard vulnerable people if during the Project, your employees, business partners, contractors or volunteers supervise, care for or have significant direct contact with vulnerable people.
3.15.3	Employment law;	3.16.4 As part of these procedures you must check with the Disclosure and Barring Service (DBS) the backgrounds and disclosures of those employees, business partners, contractors or volunteers who will, during their Project, supervise, care for or otherwise have significant direct contact with vulnerable people.
3.15.4	Harassment and bullying.	3.16.5 If you are the person having significant direct contact with the vulnerable person, you must have your background checked by the Disclosure and Barring Service (DBS) and have a clear and valid certificate readily available to provide on request.
3.16	The following conditions apply if you or your employees, business partners, contractors or volunteers will supervise, care for or have significant direct contact (which, for the avoidance of doubt, includes contact by electronic and/or digital means) with a vulnerable person during the Project:	3.16.6 You must comply with this clause 3.16 even if you are not required to do so under any child protection or care standards legislation, and whether the work is formal, informal, voluntary or salaried.
3.16.1	A 'vulnerable person' means:	
	a. anyone under the age of	

3.16.7 We cannot advise you of your legal responsibilities in your dealings with vulnerable people, and these conditions are not legal advice. If you have any queries about your obligations, we strongly advise that

you seek your own independent legal advice and also contact the National Society for Prevention of Cruelty to Children.

www.nspcc.org.uk/inform

4. Information, marketing and publicity

- 4.1. You must acknowledge the grant publicly as appropriate and as practical.
- 4.2. Where you are delivering project work, you must follow our branding and publicity guidelines at all times. You will acknowledge our support and the support of the National Lottery (if your grant is from National Lottery sources) in any published documents that refer to the Project, including any advertisements, accounts and public annual reports, or in written or spoken public presentations about the Project.
- 4.3. You must acknowledge our grant by following the guidelines we will provide. If your grant is from National Lottery sources and you are delivering project work, you should feature the appropriate Grant award logo/National Lottery grant award logo on all information, marketing and publicity materials relating to the activity we have agreed to fund, including printed and online material. You should also incorporate verbal and written acknowledgment of our support into your communications. You can download the Grant award logo/National Lottery grant award logo and access full details of how to acknowledge our support at www.artscouncil.org.uk/grantawardlogo Alternatively you can email grantawardlogo@artscouncil.org.uk or phone 0161 934 4317 for further information.
- 4.4. The National Lottery grant award logo, other 'Crossed fingers' logos and the words 'The National Lottery' are owned by the Gambling Commission ('the Commission'). The Commission is responsible for licensing and regulating the National Lottery. It aims to ensure the integrity of the National Lottery, to protect players and to maximise the funds that can be paid out in grants. The Commission has granted Camelot UK Lotteries Limited ('Camelot') a licence to operate the National Lottery until January 2023. Under the terms of the licence it is a single- purpose company, dedicated to the operation of the National Lottery and is regulated by the Commission.
- 4.5. We hereby give you the permission to use the Grant award logo/National Lottery grant award logo to acknowledge and celebrate your grant award. In using the logo you must comply with the guidelines available at www.artscouncil.org.uk/grantawardlogo, or any future versions that we notify you of.
- 4.6. Please note that with regard to the National Lottery grant award logo:
 - 4.6.1. this permission is specific to any National Lottery-funded activity and you may not transfer any of these rights to another project or organisation;
 - 4.6.2. we will share information about your project with the Commission and Camelot to enable it to monitor your compliance with the National Lottery grant award guidelines and to take appropriate action should you breach its terms.
 - 4.6.3. we will have the right to end your permission to use the National Lottery grant award logo if our own permission from the Commission and/or Camelot is terminated or if you do not comply with the National Lottery grant award guidelines or if your grant

from the National Lottery funds is withdrawn, suspended or terminated. If this permission ends, you must stop using the National Lottery grant award logo immediately.

- 4.7. We acknowledge that you will own all rights in any materials produced for or relating to the Project and in the Project Proposal, including any intellectual property rights. You hereby grant us a non-exclusive, worldwide, royalty-free perpetual licence to reproduce any materials relating to the Project and the Project Proposal as we reasonably require for marketing and publicity purposes. We may also share information with other funders, government departments, regulatory agencies, partners and others with a legitimate interest in public funding.

5. Additional Conditions for organisations

- 5.1 You will ensure that you are at all times correctly constituted and that you can deliver the Project under the terms of your constitution.
- 5.2 You must get our written agreement before:
 - 5.2.1 changing your governing document, (unless you are a statutory organisation) concerning your aims, payments to members and members of your governing body, the sharing out of your assets (whether your organisation is dissolved or not), or the admission of any new members; or
 - 5.2.2 transferring your assets to, or merging or amalgamating with, any other body, including a company set up by you.
- 5.3 You must write to us as soon as possible if any legal claims are made or threatened against you and/or which would adversely affect the Project during the period of the grant (including any claims made against members of your governing body or staff concerning the organisation).
- 5.4 If you are an unincorporated group, the person accepting the grant must have the authority of the group to enter into the Grant Agreement on behalf of all the members of the group. All members of the group will be jointly and severally liable under the Grant Agreement.
- 5.5 You must tell us in writing as soon as possible of any investigation concerning your organisation, trustees, directors, employees or volunteers carried out by the Police, Charity Commission, the Office of the Scottish Charity Regulator, HM Revenue & Customs or any other regulatory body.
- 5.6 You acknowledge that the grant comes from public funds and confirm that the support provided is compliant with the Subsidy Control rules. Where applicable, you agree that we will publish information relating to the grant and that you will keep reasonably detailed records to demonstrate compliance with the Subsidy Control rules and shall provide a copy of such records to us upon reasonable request. In the event that it is deemed to be non-compliant with the Subsidy Control rules, you will repay the entire grant (and any other sums due) immediately.

6. General conditions

- 6.1 If you breach any term and/or condition of the Grant Agreement and we do not enforce one or more of our rights straight away, this does not mean that we will not do so in the future. We will give up our right to enforce the Grant Agreement only if we tell you in writing.
- 6.2 If you breach any term and/or condition of the Grant Agreement, we can choose to treat that as you breaching any other grant agreements we have with you. This will allow us to take the same actions under those agreements that we may take under this agreement, including making you pay back the grant and stopping any future payments.
- 6.3 Our staff, council members and advisers cannot give you professional advice and will not take part in carrying out your business. We cannot be held responsible for any action you take, any action you fail to take, or for your debts or liabilities. Even though we may give you funding and talk to you about your activities, you are still fully responsible for every part of the Project, your business and the decisions about it. We will not be responsible to anyone else who may take, or threaten to take, proceedings against you.
- 6.4 You are responsible for getting your own management, business and artistic advice. This includes considering whether you need to get financial, accounting, tax, solvency, legal, insurance or other types of professional advice. You must not assume that your business is financially stable or solvent (this means your business is able to meet its financial responsibilities), even if we continue to support you.
- 6.5 Your grant comes from public money, so if you are planning to buy goods or services with your grant, you should always buy them in a way that will give value for money and avoids any conflicts of interest. If you are an organisation and the funding that you receive from us accounts for 50 per cent or more of your annual income then you must ensure that when you purchase goods or services you do so in line with your obligations under the Public Contracts Regulations 2015 (as amended or replaced from time to time) ("**PCR**"). For contracts within the scope of Regulation 13 of the PCR you must procure in a manner compliant with the PCR and for all other contracts, procure in a manner which ensures that suppliers are treated equally, without discrimination and that any procurement process is conducted in a transparent and proportionate manner. You should seek legal advice where appropriate.
- 6.6 We get the funding we give to you from different places, including National Lottery. We do not expect this funding to be reduced or stopped but, if it is, we may reduce or stop your grant before we have paid you the full amount.
- 6.7 Following on from clause 3.2 above, you must act in a manner to ensure the safety and wellbeing of all participants in the delivery of the Project.
- 6.8 We are not obliged to provide, and nor should you assume that we will, any further funding for the Project after this grant agreement comes to an end.

6.9 The Freedom of Information Act 2000 ('the Act') applies to us. This means that any information you give us could be released to any person who asks for it under the Act. You can tell us if you think any of the requested information should be confidential under any exemptions of the Act, but we will make the final decision in accordance with our responsibilities

under the Act.

Visit our publication scheme at **www.artscouncil.org.uk/freedom-information** for more information on how we apply the Act and our data protection policy.

We encourage you to visit **www.ico.gov.uk** for information on the Act.

7. VAT

- 7.1 You acknowledge that the grant is not consideration for any taxable supply for VAT purposes. You acknowledge that our obligation does not extend to paying you any amounts in respect of VAT in addition to the grant.
- 7.2 If you are registered for VAT, or subsequently become liable to register for VAT, you must keep proper and up to date records and you must make those records available to us and give us copies when requested.
- 7.3 If we have agreed to fund any or all of the VAT costs associated with your Project and you subsequently recover any VAT, you must pay us back immediately any of the VAT that has been paid for with the grant.
-

8. Conditions relating to assets or goods purchased with the grant

- 8.1 During the period covered by the Grant Agreement, you must not sell any assets or goods that have been totally or partly bought, restored, conserved (maintained or protected from damage) or improved with our grants unless:
- 8.1.1 you can sell them for their full current market value; and
- 8.1.2 we have given you permission, in writing, beforehand
- 8.2 If we have contributed (or will contribute) more than £25,000 to help with buying, restoring, conserving or improving land, buildings or any other asset, you must not apply for a mortgage over that asset or use it as security without our prior written approval.
- 8.3 We may insist on third party rights being given to us (and in a form approved by us) under any contract that you have with contractors and consultants on most building projects.
- 8.4 If we feel it is necessary, we will take security on the freehold or leasehold interest or other asset or assets, or ask for some other appropriate form of security for your responsibilities under the terms of the Grant Agreement. You may be required to give us copies of all relevant documents affecting the title to the property (for example, all mortgages, conveyances, leases and so on that affect the legal rights to the property).
- 8.5 If you sell or give away assets or goods bought, restored, conserved or improved with our grants, we will be entitled to receive an appropriate share of the 'net' proceeds (the proceeds after tax and other costs of sale have been taken into account) of this for as long as these assets or the improvements have a useful economic life.
-

9. Breach of these terms and conditions, and suspending or repaying the grant

- 9.1 If you fail to meet any of these terms and conditions or breach the Grant Agreement in any way, we may, in our absolute discretion:
- 9.1.1 require you to pay back all or part of the grant (regardless of how much you may have already spent); and/or
 - 9.1.2 stop any future payments; and/ or
 - 9.1.3 terminate the Grant Agreement immediately; and/or
 - 9.1.4 take any of these actions in connection with any other grant that you may have with us.
- 9.2 We may recover the grant in our absolute discretion, if any of the following events occurs:
- 9.2.1 you close down your business (unless it joins with, or is replaced by, another business that can carry out the Project and we have provided our prior written permission);
 - 9.2.2 you make any changes to the Project without first getting our written permission;
 - 9.2.3 you use the grant for anything other than the Project;
 - 9.2.4 you do not follow our reasonable instructions;
 - 9.2.5 you do not complete the Project on time;
 - 9.2.6 you do not carry out the Project with reasonable care, thoroughness, competence and to a standard that would be expected for your level of experience in your artistic practice, profession or line of work;
 - 9.2.7 you receive funding for the Project, or any specific element of the Project from another source (for example, from the Government) that duplicates the funding we have awarded;
 - 9.2.8 you have supplied us with any information that is wrong or misleading, either by mistake or because you were trying to mislead us;
 - 9.2.9 you are declared bankrupt or become insolvent, any order is made, or resolution is passed, for you to go into administration, be wound up or dissolved; an administrator or other receiver, manager, liquidator, trustee or similar officer is appointed over all or a considerable amount of your assets; or you enter into or propose any arrangement with the people you owe money to;
 - 9.2.10 you act illegally or negligently at any time, and we believe it has significantly affected the Project, or is likely to harm our or your reputation;
 - 9.2.11 you fail to comply with the UK Government's guidance on COVID-19 in the planning and/ or delivery of the Project;
 - 9.2.12 without first getting our approval in writing, you sell or in some other way transfer the grant, your business or the Project to someone else; and/or
 - 9.2.13 we deem it unlikely that the grant will fulfil the purpose for which we made it.

10. Termination of the Grant Agreement

- 10.1 The Grant Agreement remain in force for whichever of these is the longest time:
- for one year following the payment of the last instalment of the grant;
 - as long as any part of the grant remains unspent;
 - the expiry of the maximum period required under the Grant Agreement for asset monitoring;
 - as long as you do not carry out any of the terms and conditions of the Grant Agreement or any breach of them continues (this includes any outstanding reporting on grant expenditure or Project delivery).

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Programme: Investment funds
Project: Single Digital Presence
Applicant name: British Library
Reference: INV-00368643 (Grant in aid)

This offer is subject to our Standard terms and conditions for grants (April 2021) ("the Standard Ts & Cs"), the Monitoring schedule and payment conditions ("the Monitoring Schedule") included with the offer, and the following Special conditions. These, together with the offer letter, the Project Proposal and any other conditions we agree with you now or in the future shall form the grant agreement ("the Grant Agreement").

Special conditions:

1. For the purposes of this Grant Agreement, "the Project" shall mean the project or activity as set out in the first paragraph of the offer letter together with the detailed programme of activity to be provided by you as part of the first payment condition.
2. Clause 10.1 of the Standard Ts & Cs shall be deleted and in its place shall be inserted the following text:

"10.1 The Grant Agreement remain in force for whichever of these is the longest time:

 - for seven years following the payment of the last instalment of the grant;
 - as long as any part of the grant remains unspent;
 - the expiry of the maximum period required under the Grant Agreement for asset monitoring;
 - as long as you do not carry out any of the terms and conditions of the Grant Agreement or any breach of them continues (this includes any outstanding reporting on grant expenditure or Project delivery)."
3. We will pay the Grant in instalments as set out in the Monitoring Schedule. You will send us requests for payments supported with evidence as requested in the Monitoring Schedule.
4. We will designate a member of staff who will be the main point of contact between us and you during the term of the Grant Agreement. They will:
 - 4.1 act as the main contact with you for all matters relating to the Project;

- 4.2 monitor the Project ensuring you comply with the terms of the Grant Agreement and other requirements in accordance with the Monitoring Schedule;
 - 4.3 act as a “critical friend” to you by engaging with you in respect of the Project and your self-monitoring of it; and,
 - 4.4 liaise with you accordingly in respect to agreeing any variations to the Monitoring Schedule, whether by way of written request by you, because you have notified us in accordance with Clause 3.3 of the Standard Ts & Cs, or because we deem it appropriate or necessary in the circumstances.
5. We will review your Project at regular intervals to see how it is progressing towards meeting the requirements of the Grant Agreement. We will decide in consultation with you when to make these reviews based on the nature and/or type of your Project and the Monitoring Schedule.
6. It is acknowledged that the Project includes the commissioning of a grant programme to enable grants to up to 50 local authorities. In delivering this part of the Project, you will comply with the following:
- 6.1. ensure that the funds are distributed with due regularity and propriety. You are responsible for the economic and effective use and control of the money made available to you for the Project;
 - 6.2. ensure that you administer the grant programme in a fair and transparent manner. The terms and conditions with which each grant recipient must comply should be set out clearly. These terms and conditions should not conflict with the terms and conditions of the Grant Agreement and where applicable should mirror the terms and conditions of the Grant Agreement;
 - 6.3. ensure that the systems that are implemented to administer the applications and process and to monitor the grants are acceptable and fit for purpose;
 - 6.4. exercise proper control over expenditure and resources, including administration, manpower, capital assets and equipment;
 - 6.5. if required, sign the accounts for the Project distribution activities, in a form directed by us and in doing so, being satisfied as to their accuracy and completeness;
 - 6.6. ensure that you receive appropriate advice on all matters relating to financial propriety and regularity, and the effective use of resources;
 - 6.7. ensure the proper and effective management of cash movements and balances, to ensure that commitments are properly taken into account at all times;
 - 6.8. writing off losses and making special payments as necessary in accordance with advice issued by us.

7. The following are hereby acknowledged and agreed in respect of the Project and future intended use of grant funded assets:

- 7.1 You have confirmed that on completion of the Project and during the term of the Grant Agreement that you may wish to commercially exploit the platform to generate income to ensure that it is sustainable. In doing so, you will ensure that you deliver a service on the platform consistent with the purpose of the platform, that is, a single digital platform for public libraries that is in keeping with public library values. Any profit made shall be reinvested into the platform.
- 7.2 Activities that are aligned to the Project's underlying strategic objectives to find a sustainable digital channel for libraries shall be promoted. This may include the Living Knowledge Network and the Business and Intellectual Property Centre as outlined in "For Everyone" - "We will bring people together through public libraries' and 'expand Living Knowledge Network as rapidly and sustainably as possible" and "we will also accelerate our work with partners to develop a shared digital channel to showcase content and services" - together with any extension into the global arena where it is envisaged as in the best interests of the Project. You will consult with us accordingly in respect of these future activities.