

**Essentials to Excellence
Understanding Grant
Agreements:
What Every Charity Leader
Needs to Know**

Peter Kearney



What we do



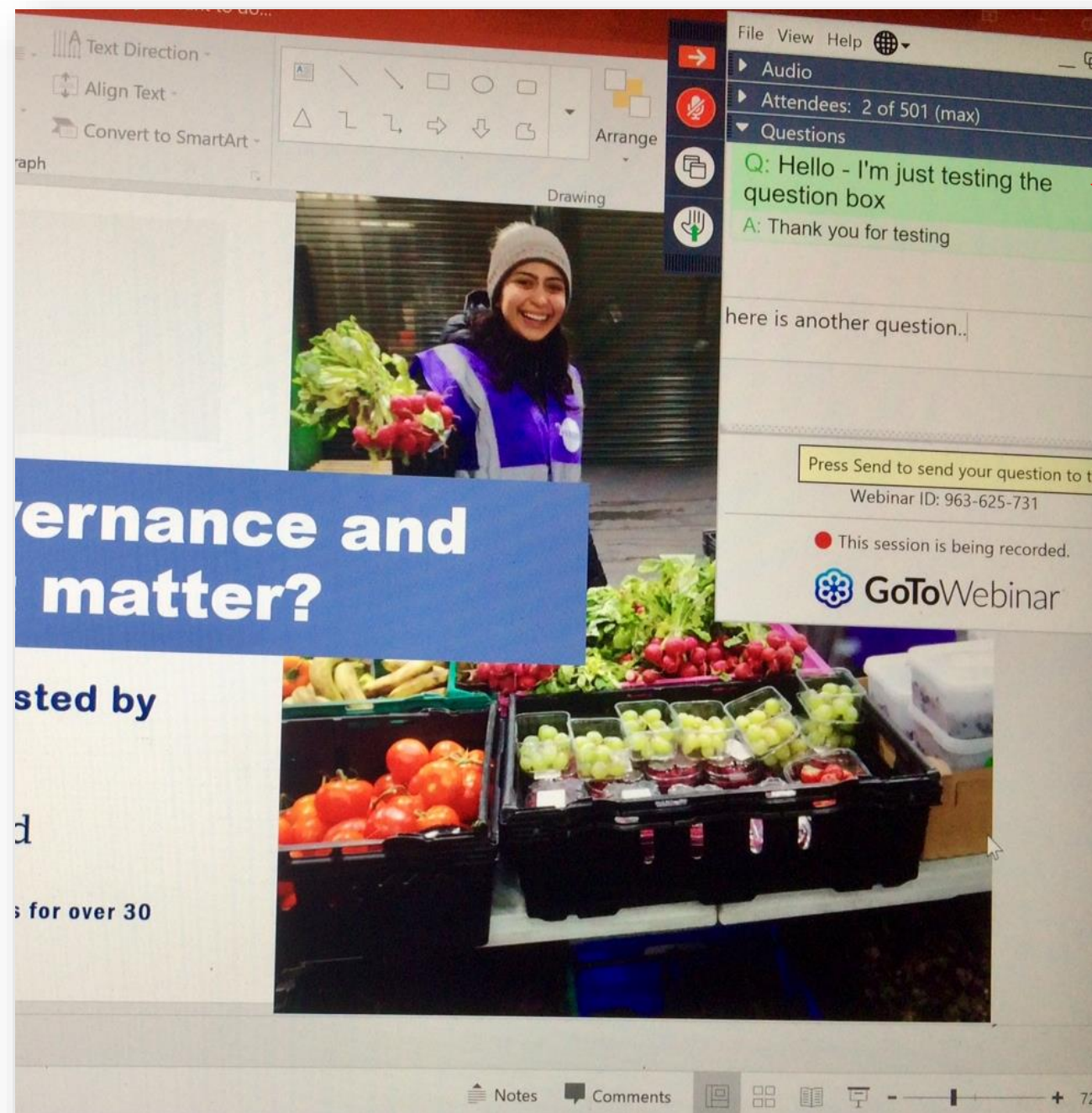
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Webinar Housekeeping



- Please use the question box to ask questions.
- Everyone is muted during this webinar
- Recording and slides will be shared

Introduction

Disclaimer

This is general guidance and does not constitute legal advice.

The examples given today will not cover everything that could be included in a grant agreement and does not cover public sector grant funding contracts.

It is not tailored to your individual circumstances and should not be relied upon.

I recommend that you seek independent legal advice.

What we'll be looking at

Why it matters

Reading a grant contract

FAQs on reading a contract

Red flags

Top tips

Any questions

Why it matters

Relationship

Ensuring you meet your obligations

Avoiding disputes

Protecting your charity's assets

Legal obligations

Reading a grant contract

This agreement is dated 16th July 2024.

Parties

- (1) **Big Money Grant Fund** a company registered in England and Wales with company number 87654321 which also a charity registered in England and Wales with charity number 327654 whose registered office address is at 1 Funding Street, London SW1 1ML (**"Funder"**)
- (2) **Helping Others** a company registered in England and Wales with company number 12345678 which also a charity registered in England and Wales with charity number 100789 whose registered office address is at 1 Charity Street, Liverpool L1 1PL (**"Recipient"**)

BACKGROUND

- (A) The Funder has agreed to pay the Grant to the Recipient to assist it in carrying out the Project.
- (B) This agreement sets out the terms and conditions on which the Grant is made by the Funder to the Recipient.
- (C) These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.
- (D) The parties confirm that it is their intention to be legally bound by this agreement. The parties further acknowledge and agree that the Grant is not being allocated by the Funder as consideration for the provision of goods, services or works to the Funder.

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.



1.1 Definitions:

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Commencement Date: the date on which this agreement takes effect, being 1st August 2024.

Confidential Information: all information in any medium or format that one party discloses to the other party in connection with this agreement and which is designated as confidential or that ought reasonably to be considered to be confidential. It includes information of a confidential nature relating to the business, operations, plans, customers, suppliers, Intellectual Property Rights and know-how of the other party. It does not include information that:

- a) is or becomes publicly known (other than as a result of the receiving party's breach);
- b) can be shown by the receiving party to have been known to it on a non-confidential basis before disclosure by the disclosing party;
- c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or
- d) is developed by or for the receiving party independently of the information disclosed by the disclosing party.

Data Protection Legislation: all Applicable Laws relating to the processing of personal data and privacy, including the UK GDPR, the Data Protection Act 2018 and the guidance and codes of practice issued by the Information Commissioner.

Financial Year: the period running from 1 April to 31 March in the following year.

Grant: the sum or sums to be paid to the Recipient in accordance with this agreement.

Grant Period: the period for which the Grant is awarded starting on the Commencement Date and ending on 31st July 2027.

Intellectual Property Rights: all patents, rights to inventions, trade marks, business names and domain names, rights in get-up and logos, copyrights, design rights, database rights, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications for registration and rights to apply for and be granted renewals or extensions of any of these rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Project: the project described in Schedule 1.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

VAT: value added tax chargeable in the UK.



1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and includes all subordinate legislation made from time to time under that legislation or legislative provision.

1.4 A reference to writing or written includes email but not fax.

1.5 Any words following the terms including, include, in particular, for example or any similar expression will be interpreted as illustrative and will not limit the sense of the words preceding those terms.



2. Purpose of Grant

2.1 The Recipient will use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this agreement.

2.2 The Recipient will not make any significant change to the Project without the Funder's prior written agreement.



3. Payment of Grant

- 3.1 Subject to the rest of this clause 3 and the Recipient's full compliance with the provisions of this agreement, the Funder will make Grant payments to the Recipient in the instalments set out in Schedule 2.
- 3.2 The Funder will pay each instalment of the Grant to the Recipient in accordance with the payment schedule in Schedule 2.
- 3.3 The Recipient will provide any proof of expenditure and other supporting documents or information that the Funder may require to process a Grant instalment.
- 3.4 The Recipient accepts that payments of the Grant will not be made if the Funder does not have available funds or is for any other reason unable or not permitted to provide the funds.
- 3.5 The Funder will have no liability to the Recipient for any losses caused by a delay in the payment of the Grant however arising.
- 3.6 The Recipient must hold the Grant in a separate bank account, in the name of the Recipient, which must be an ordinary business bank account. The Recipient must not transfer any part of the Grant to any other bank accounts except as necessary to carry out the Project. All withdrawals from the bank account must be approved by at least two individual representatives of the Recipient.
- 3.7 The Recipient must promptly repay to the Funder any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.



4. Use of Grant

4.1 The Recipient may only use the Grant for the delivery of the Project in accordance with the budget agreed by the Recipient and Funder.

4.2 The Recipient must not use the Grant to pay for any expenditure commitments of the Recipient entered into before the Commencement Date, unless this has been approved in writing by the Funder.

4.3 The Recipient must not spend any part of the Grant on the delivery of the Project after the Grant Period without the prior written consent of the Funder.

4.4 If any part of the Grant remains unspent at the end of the Grant Period or on early termination of this agreement, the Recipient must ensure that those unspent monies are promptly returned to the Funder unless otherwise directed in writing by the Funder.

4.5 The Grant must not be used for any of the following non-exhaustive list of items:

- (a) paid for lobbying, which means using the Grant to fund lobbying (via an external firm or in-house staff) intended to influence Parliament, government or political activity or attempting to influence legislative or regulatory action;
- (b) using the Grant to enable one part of government to challenge another on topics unrelated to the agreed purpose of the Grant;
- (c) using the Grant to petition for additional funding;
- (d) expenses, such as for entertaining, specifically aimed at exerting undue influence to change government policy;
- (e) input VAT reclaimable by the Recipient from His Majesty's Revenue and Customs (HMRC);
- (f) payments for activities of a political or exclusively religious nature;
- (g) interest payments or service charge payments for finance leases;
- (h) gifts;
- (i) statutory fines, criminal fines or penalties;

- (j) payments for work or activities which the Recipient, or any associated entity, has a statutory duty to undertake or that are fully funded by other sources;
- (k) bad debts to related parties;
- (l) the depreciation, amortisation or impairment of assets; and
- (m) novel or contentious payments without the prior written consent of the Funder. This includes any payment that could cause embarrassment to the Funder (for



5. Other funding

5.1 Where the Recipient has obtained funding from a third party in relation to its delivery of the Project (including funding for associated administration and staffing costs) before the Commencement Date, the Recipient confirms that:

- (a) it has declared this funding to the Funder and obtained the Funder's approval for it; and
- (b) the amount of this funding is included in the budget agreed by the Funder and the Recipient together with a clear description of what that funding will be used for.

5.2 Where the Recipient intends to apply to a third party for other funding for the Project, it will notify the Funder in advance of its intention to do so and provide the Funder with details of the source, amount and purpose of that funding.

5.3 The Recipient must not apply for or obtain duplicate funding in respect of any part of the Project or any related administration costs that the Funder is funding in full under this agreement. The Funder may exercise its rights under clause 12 should the Recipient do so and refer the Recipient to the police should it dishonestly obtain or attempt to obtain duplicate funding.



6. Accounts and records

6.1 The Recipient must ensure that the Grant is shown in its accounts as a restricted fund and is not included under general funds.

6.2 The Recipient will keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.

6.3 The Recipient will keep all invoices, receipts, accounts and other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate.

6.4 At any time during the Grant Period and for up to six years after it, the Funder may review the Recipient's accounts and records that relate to the expenditure of the Grant and may take copies of those accounts and records. The Recipient grants to the Funder and its a party's duly authorised directors, employees, officers, agents, professional advisers and consultants ("Representatives") full access to the Recipient's accounts, records and premises for the purposes of carrying out an audit under this clause 6.4.

6.5 The Recipient will provide the Funder with a copy of its annual accounts within six months of the end of each financial year in which the Grant is paid.

6.6 The Recipient will comply, and facilitate the Funder's compliance, with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Funder.



7. Monitoring and reporting

7.1 The Recipient will closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this agreement is being adhered to.

7.2

The Recipient will provide the Funder with a financial report and an operational report on its use of the Grant and delivery of the Project every quarter. Each report will be in the format, and contain the information, reasonably required by the Funder. The Recipient will provide the Funder with each report within one month of the last day of the quarter to which it relates. Delay in providing the required information may lead to Grant payments being withheld, reduced or withdrawn.

7.3

Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient will include the amount of that funding in its financial reports together with details of what that funding has been used for.

7.4

During the Grant Period and for 6 months after it, the Recipient will:

- (a) permit any person authorised by the Funder reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this agreement; and
- (b) provide the Funder or any person authorised by the Funder, on request, with any information, explanations or documents that the Funder may reasonably require to establish that the Grant has been used properly in accordance with this agreement.

7.5

During the Grant Period and for 6 months after it, the Funder may request, and the Recipient will provide, independent assurance that the Grant has been used for delivery of the Project. To satisfy this requirement, the Recipient will provide, if reasonably requested by the Funder (including where the Funder suspects that the Grant has been misused), a report from an independent and appropriately qualified auditor certifying whether the Grant paid to the Grant Recipient was applied in accordance with this agreement.

7.6

The Recipient will provide the Funder with a final report on completion of the Grant Period which will confirm whether the Project has been successfully and properly completed.



8. Acknowledgement and publicity

8.1 The Recipient must not make any public announcement or comment about, or publish any publicity material referring to, the Grant or the Funder without the prior written agreement of the Funder (not to be unreasonably withheld or delayed).

8.2 The Recipient must acknowledge the support of the Funder, including an acknowledgement of the Funder as the source of the Grant, in:

- (a) its annual report and accounts;
- (b) any other materials that refer to the Project; and
- (c) any written or spoken public presentations about the Project.

Each acknowledgement must include the Funder's name and logo.

8.3 In using the Funder's name and logo, the Recipient must comply with all reasonable branding guidelines issued by the Funder from time to time.

8.4 The Funder may publicise the Grant and details of the Project, using the Recipient's name and logo and any information gathered from its initial Grant application or any reports submitted to the Funder under this agreement, without prior notice.

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

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



9. Intellectual Property Rights

9.1 All rights, title and interest in or to any Intellectual Property Rights owned by or licensed to the Funder or the Recipient before the Commencement Date, or developed by either party during the Grant Period, will remain the property of that party.

9.2 Other than as expressly set out in this agreement, neither party will have any right to use any of the other party's Intellectual Property Rights without the other party's prior written consent.



9.3 The Recipient grants to the Funder a non-exclusive, perpetual, irrevocable, royalty-free, sub-licensable, worldwide licence to use all materials produced by the Recipient or its Representatives in relation to the Grant (including all reports provided to the Funder on the Grant).

9.4 Where the Funder has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including its name and logo), the Recipient must, on termination of this agreement, cease to make any further use of those Intellectual Property Rights and return or destroy materials containing those Intellectual Property Rights as requested by the Funder.



10. Confidentiality

10.1 Each party undertakes that it will, during the term of this agreement and for a period of two years after termination or expiry of it, keep secret and confidential all Confidential Information of the other party and will not disclose that information to any person except where disclosure is expressly permitted by this agreement or expressly authorised in writing by the other party.

10.2 The Recipient may disclose the Funder's Confidential Information to those persons who need to know that information for the purposes of carrying out the Project (**Permitted Recipients**). The Recipient must ensure that its Permitted Recipients are aware of and comply with its obligations of confidentiality in this agreement. The Recipient must not, and must procure that its Permitted Recipients do not, use any of the Funder's Confidential Information for any purpose other than as necessary for the Project.

10.3 Nothing in this clause 10 prevents the Funder from disclosing any Confidential Information of the Recipient:

- (a) for the purpose of the examination and certification of its accounts or pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Funder has used its resources;
- (b) to any public authority or any of its Representatives or suppliers, provided that the Funder only discloses the information which is necessary for the purpose concerned and requests that the information is treated in confidence where appropriate; or
- (c) where disclosure is required by applicable law.



11. Data protection

11.1 Each party will comply with all applicable requirements of Data Protection Legislation that arise in connection with the operation of this agreement.



12. Withholding, reducing and repayment of Grant

12.1 The Funder's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Funder's other rights and remedies, the Funder may suspend or withhold payment of the Grant if:

- (a) the Recipient uses the Grant not in accordance with the budget agreed between the Recipient and the Funder;
- (b) the Recipient fails to comply with any of its obligations under this agreement and that failure is material or persistent in the Funder's reasonable opinion;
- (c) the delivery of the Project does not start within three months of the Commencement Date and the Recipient has failed to provide the Funder with a reasonable explanation (in the Funder's reasonable opinion) for the delay;
- (d) the Funder (acting reasonably) considers that the Recipient has not made satisfactory progress with the delivery of the Project;
- (e) the Recipient is, in the reasonable opinion of the Funder, delivering the Project in a negligent manner;

- (f) the Recipient applies for or obtains duplicate funding for the Project;
- (g) the Recipient obtains funding from a third party which, in the reasonable opinion of the Funder, undertakes activities that are likely to bring the reputation of the Project or the Funder into disrepute;
- (h) the Recipient provides the Funder with any materially misleading or inaccurate information or any of the information provided as part of its application for grant funding is found to be materially misleading or inaccurate;
- (i) the Funder determines (acting reasonably) that the Recipient or any Representative or member of the governing body of the Recipient has (a) acted dishonestly or negligently at any time and to the detriment of the Funder, or (b) taken any actions which bring or are likely to bring the Funder's name or reputation into disrepute or which pose a risk to public money;
- (j) the Recipient transfers, assigns or novates this agreement to any third party (or attempts to do so) without the Funder's consent;
- (k) the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- (l) the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors (other than for the purpose of a bona fide and solvent reconstruction or amalgamation), or it is unable to pay its debts as they fall due; or
- (m) any court, tribunal or independent body or authority of competent jurisdiction requires any Grant paid to be recovered due to a breach of (i) any applicable laws relating to subsidy control; or (ii) the UK's obligations under any international agreement in relation to state subsidies.

12.2 Wherever any sum of money is recoverable from the Recipient under this agreement, the Funder may deduct that sum from any sums due to the Recipient under this agreement or any other agreement with the Funder.



13. Limitation of liability

13.1 The Funder accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from the withdrawal, withholding, suspension or reduction of the Grant.



13.2 The Recipient will indemnify the Funder against all liabilities, damages, losses (including loss of reputation), expenses and costs (including all interest, penalties, legal costs (calculated on a full indemnity basis) and professional costs and expenses) suffered or incurred by the Funder in connection with:

- (a) the acts or omissions of the Recipient in relation to the Project;
- (b) the non-fulfilment of any obligations of the Recipient under this agreement; or
- (c) the performance or non-performance of any obligation of the Recipient to any third party in relation to the Project.

13.3 Subject to clause 13.1 and clause 13.4 the Funder's liability under this agreement is limited to the amount of the Grant outstanding.

13.4 Nothing in this agreement limits any liability which cannot legally be limited.



14. VAT

14.1 The Grant is not consideration for any taxable supply for VAT purposes.

14.2 If VAT is held to be chargeable in respect of this agreement, all payments will be deemed to be inclusive of VAT and the Funder will not be obliged to pay any additional amount by way of VAT.



15. Duration

This agreement will apply from the Commencement Date and continue until the expiry of the Grant Period unless it is terminated earlier in accordance with its terms.



16. Termination

Without prejudice to the Funder's other rights to terminate this agreement, either party may terminate this agreement by giving at least three months' written notice to the other party.



17. Consequences of termination or expiry

17.1 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after the expiry or termination of this agreement will survive expiry or termination and continue in full force and effect.

17.2 Termination or expiry of this agreement will be without prejudice to any rights or remedies accrued under it before termination or expiry. Nothing in this agreement will prejudice the rights of the Funder to recover any amount of the Grant previously paid to the Recipient following termination or expiry.

17.3 Any liabilities arising at the end of the Project or on termination or expiry of this agreement must be managed and paid for by the Recipient using its own resources. There will be no additional funding available from the Funder for this purpose. The Funder will not be liable to pay any of the Recipient's costs or those of any supplier of the Recipient related to any transfer or termination of employment of any employees engaged in the Project.



18. Assignment

The Recipient may not, without the prior written consent of the Funder, assign, transfer, novate or in any other way dispose of the whole or any part of this agreement to any third party.



19. Notices

19.1 Any notice given to a party under or in connection with this agreement must be in writing and in English and must be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to the following address (or an address substituted in writing by the party to be served):
 - (i) Recipient: legal@bigmoneygrantfund.co.uk.
 - (ii) Funder: admin@helpingothers.co.uk.

19.2 Any notice will be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- (c) if sent by email, at the time of transmission except that if this time is on a non-Business Day or after 5.00 pm on any Business Day it will be deemed received on the next Business Day.



20. Dispute resolution

20.1 In the event of any dispute between the parties (which does not relate to the Funder's right to withhold, reduce or recover funds or terminate this agreement), the matter will first be referred for resolution to the Project Manager and the Grant Manager.

20.2 Should the dispute remain unresolved within 14 days of the matter being referred to the Project Manager and the Grant Manager, either party may refer the matter to a formal meeting between the Chief Executive of the Funder and the Chief Executive of the Recipient.



21. Governing law

This agreement is governed by and will be construed in accordance with the law of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

This agreement has been entered into on the date stated at the beginning of it.



Schedule 1 The Project

1. Aims and objectives of the Project

The project aims to better equip 16-19 year olds with the skills they need to live independently.

2. Project Activities funded by the Grant

The Recipient will run 2 hour life skill workshops that provide 16-19 year olds with key life skills including budgeting, understanding taxation, understanding renting and buying a house, basic legal knowledge and the best way to secure and keep a job.

3. Outputs and outcomes

The Grant Recipient will produce the following outputs and achieve the following outcomes in connection with the Grant:

- Run 5 workshops a year;
- Have at least 20 16-19 year olds on each workshop;
- Each workshop should be at least 2 hours long;
- Each workshop should teach the participants to budget, understand taxation, understand the process to rent or buy a house, some basic legal knowledge and the best way to secure and keep a job.



Schedule 2 Payment Schedule

Subject to the Recipient's compliance with the terms of this agreement, the Funder will make Grant payments in accordance with the following payment schedule.

Grant instalment payable	Date of Payment
£10,000	15 th August 2024
£10,000	15 th August 2025
£10,000	15 th August 2025



Signed by Grant Cash
for and on behalf of Big Money Grant Fund	CEO
Signed by Bea Kind
for and on behalf of Helping Others	CEO



4. Use of Grant

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- 4.2 The Recipient must not use the Grant to pay for any expenditure commitments of the Recipient entered into before the Commencement Date, unless this has been approved in writing by the Funder.
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- 4.5 The Grant must not be used for any of the following non-exhaustive list of items:
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FAQs

- What is meant by ‘force majeure’?
- What is intellectual property?
- What does it mean when it says a ‘reasonable’ decision or ‘acting reasonably’?

Red flags

- Time of the essence
- A service contract vs a grant agreement
- Duplicate funding
- TUPE
- Intellectual property
- Governing law
- Data protection
- Definition of project

Top tips

Read it carefully

Seek legal advice

Check key details especially the definition of project

Understand your obligations

Look for hidden obligations

Check carefully all payment and budget amounts

Check the payment transfer details

Check the timescales

Intellectual property

Data protection

Check termination / withholding payment

Any questions

Thank you



www.charitylegalcentre.co.uk

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Thank you Peter!

We're here to help



talktous@cranfieldtrust.org

or call us on 01794 830338

- **Management consultancy**
- **Mentoring programme**
- **Resources and useful sign-posting**
- **Facilitated Peer to Peer Exchanges**
- **Telephone support line Cranfield Trust On Call**

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