

Grant terms and conditions



Cairngorms
National Park Authority

Ùghdarras Pàirc Nàiseanta a'
Mhonaidh Ruaidh

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1 Definitions and interpretation

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

“Agreement” means this agreement, which includes and incorporates the signed and accepted Grant Offer letter, and these standard terms and conditions;

“Bribery Act” means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

“Funder” means the Cairngorms National Park Authority;

“Governing Body” means the governing body of the Recipient, including its directors;

“Grant” means the sum to be paid to the Recipient in accordance with the Grant Offer;

“Grant Period” means the period for which the Grant is awarded in accordance with the Grant Offer;

“Prohibited Act” means:

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

“Project” means the project set out in the grant proposals, adjusted by any changes agreed in writing between the Recipient and the Funder and / or any changes contained in the Grant Offer. The Project includes the purposes for which you applied for a grant and how you intend carrying out those purposes as described in the bid and Grant Offer letter;

“Recipient” is the organisation named in the Grant Offer letter.

“Writing and Written” shall incorporate the use of electronic forms of writing.

1.2 A reference in this Agreement to any Party shall include that Party’s personal representatives, successors and permitted transferees and assignees.

2 Purpose of Grant

2.1 The Recipient shall use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in the Agreement. The Grant shall not be used for any other purpose without the prior written consent of the Funder.

2.2 The Recipient shall not make any significant change to the Project without the Funder’s prior written consent (such consent to not be unreasonably withheld).

Where the Recipient intends to apply to a third party for other funding for the Project, it shall notify the Funder in advance of its intention to do so and, where such funding is obtained, it shall provide the Funder with details of the amount and purpose of that funding. The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that the Funder is funding in full under this Agreement.

3 Starting the project

3.1 You must not start or make any changes to the Project prior to us advising you in writing that we have received your acceptance of our Grant Offer. Any work started or goods / equipment purchased prior to you being so advised will not be eligible for the Grant unless specifically agreed by us in writing.

4 Payment of Grant

4.1 Subject to clause 11, the Funder shall pay the Grant to the Recipient in line with the Grant Offer, subject to the necessary funds being available when payment falls due. The Recipient agrees and accepts

that payments of the Grant can only be made to the extent that the Funder has available funds.

- 4.2 No Grant shall be paid unless and until the Funder is satisfied that such payment will be used for proper expenditure in the delivery of the Project. No Grant shall be paid unless any advance payments are fully accounted for to the Funder's satisfaction.
- 4.3 The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.
- 4.4 The Recipient shall promptly repay, to the Funder, any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.
- 4.5 In the event of an underspend of Grant monies the Funder has the right to request the Recipient to repay the amount unspent in full.
- 4.6 The Funder cannot pay any VAT that you are able to reclaim from HM Revenue and Customs. If you are not able to reclaim VAT from HM Revenue and Customs, the Funder will pay for irrecoverable VAT, and you should include any 'irrecoverable VAT' in your project costs. You must inform us of any change to your VAT status and / or to the level of VAT you need to pay in respect of the project. If your VAT payment decreases, we will reduce our contribution to those costs, and you will have to pay back any amounts of VAT you have managed to claim back. If your VAT payments increase, we will not increase our grant payment. In exceptional cases we may consider assisting with increased VAT costs where the Funder considers it is in the public interest. This must be formally agreed in writing.

5 Use of Grant

- 5.1 The Grant shall be used by the Recipient solely for the delivery of the Project in accordance with the terms and conditions set out in this Agreement.
- 5.2 Where the Recipient has obtained funding from a third party in relation to its delivery of the Project (including without limitation funding for associated administration and staffing costs), the amount of such funding shall be included in the budget in the Application, together with a description of what that funding shall be used for.

- 5.3 The Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period.
- 5.4 Should any part of the Grant remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent monies are returned to the Funder or, if agreed in writing by the Funder, shall be entitled to retain the unspent monies to use for against other acceptable capital projects linked to green and active travel and with the specific agreement of the Funder.
- 5.5 Any liabilities arising at the end of the Project including, without limitation, any redundancy liabilities for staff employed by the Recipient to deliver the Project, must be managed and paid for by the Recipient using the Grant or other resources of the Recipient. There will be no additional funding available from the Funder for this purpose.
- 5.6 The Recipient shall take steps satisfactory to the Funder to ensure it obtains value for money, through open and fair competitive procurement processes, before entering into contracts in relation to the Project. The Recipient must demonstrate good procurement practice by inviting open and fair competitive tenders from not fewer than three suitably experienced Contractors. If the Recipient is a public body, purchasing procedures must ensure public accountability. The Funder recommends that the Recipient uses the Public Contracts Scotland website for tendering their projects:
<https://www.publiccontractsscotland.gov.uk/>. Where elements of delivery will be undertaken through sub-contracts, the Funder expects open and fair competition to be demonstrated.
- 5.7 In the event that the Recipient intends to:
- 5.7.1 wind up, dissolve or otherwise cease to operate; or
 - 5.7.2 assign or otherwise transfer its interests in or transfer control of works to a third party.
- 5.8 While there is a subsisting obligation on the Recipient which has not been implemented in full in terms of this Agreement, the Recipient shall notify the Funder of such intention and shall not take any action referred to in clause 5.7.1 or 5.7.2 without first procuring that any successor or permitted assignee or transferee of the Recipient enters into a binding agreement with the Funder in respect of the Project in accordance with the terms of this Agreement, which Agreement shall be in form and substance satisfactory to the Funder.

6 Accounts and records

- 6.1 The Recipient shall keep accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.
- 6.2 The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following the agreed end of the Grant Period and project closure date. The Funder shall have the right to review, at the Funder's reasonable request, the Recipient's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.
- 6.3 The Recipient shall, on request, provide the Funder with a copy of its annual audited accounts within six months (or such lesser period as the Funder may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant is paid. If the Recipient does not require to have its accounts audited in respect of any particular financial year, it shall, on request, provide the Funder with a copy of its annual accounts within three months of the end of that particular financial year.
- 6.4 The Recipient shall 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 shall 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 shall provide the Funder with financial reports and operational reports, in such formats as the Funder may reasonably require, as stated in the Agreement. Reports on the use of any pre-financing payment of the Grant must be accepted by the Funder before any interim or final payment can be claimed.
- 7.3 The Recipient shall on request provide the Funder with such further information, explanations and documents as the Funder may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.

- 7.4 The Recipient shall permit any person authorised by the Funder such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.
- 7.5 The Recipient shall provide the Funder with a final report on completion of the Grant Period which shall confirm whether the Project has been successfully and properly completed.

8 Acknowledgment and publicity

- 8.1 The Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Funder as the source of the Grant.
- 8.2 The Recipient shall acknowledge the support of the Funder in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements shall include the Funder's name, logo and / or specified wording (or any future name, logo and / or specified wording adopted by the Funder).
- 8.3 The Recipient shall share any published materials referring to the Project or the Funder with the Funder. The Funder has the right to request reasonable changes or corrections to published materials at the Recipients expense.
- 8.4 The Funder may acknowledge the Recipient's involvement in the Project as appropriate.
- 8.5 The Recipient shall comply with all reasonable requests from the Funder to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Funder in its promotional and fundraising activities relating to the Project.

9 Confidentiality

- 9.1 Subject to clause 9, each Party shall during the term of this Agreement and thereafter keep secret and confidential all intellectual property rights or know-how or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other Party.

- 9.2 The obligation of confidentiality contained in this clause 8 shall not apply or shall cease to apply to any intellectual property rights, know-how or other business, technical or commercial information which:
- 9.2.1 at the time of its disclosure by the disclosing Party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving Party;
 - 9.2.2 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;
 - 9.2.3 is at any time after the date of this Agreement acquired by the receiving Party from a third Party having the right to disclose the same to the receiving Party without breach of the obligations owed by that Party to the disclosing Party; or
 - 9.2.4 either Party is required to disclose as a matter of law or by order of any court or regulatory authority of competent jurisdiction.

10 Freedom of information

- 10.1 The Recipient acknowledges that the Funder's records' management is supported by the Cairngorms National Park Authority which, is subject to the information disclosure requirements of the Freedom of Information (Scotland) Act 2002 ("**FOISA**") and the Environmental Information (Scotland) Regulations 2004 (the "**Regulations**") and shall assist and co-operate with the Funder (at the Recipient's expense) to enable the Funder to comply with these information disclosure requirements.
- 10.2 The Funder shall be responsible for determining at its absolute discretion whether any information relating to this Agreement and / or the Recipient is exempt from disclosure in accordance with the provisions of FOISA or the Regulations, or is to be disclosed in response to a request for information.

11 Data protection

- 11.1 For the purposes of the Data Protection Legislation, the Funder and the Recipient agree that the Funder shall be the Controller and the Recipient shall be the Processor of any Personal Data processed by the

Recipient of which the Funder is the Controller ("Funder Personal Data") pursuant to this Contract.

11.2 Processing of the Funder Personal Data by the Recipient under this Contract shall be for the following subject-matter, duration, nature and purposes and involve the following types of Personal Data and categories of Data Subjects:

- a. Subject-matter of processing: the Recipient Processes the Funder Personal Data as necessary to deliver the project.
- b. Duration of the Processing: the term of this Contract or as otherwise agreed between the parties.
- c. Nature and purpose of the processing: The required information will be kept on file in a secure location for period of the project and for a further six years after the project completes.
- d. Type of Personal Data: name, address, email address & telephone number.
- e. Categories of Data Subjects: Applicants for the project.

11.3 When Processing the Funder Personal Data pursuant to this Contract, the Recipient undertakes:

- a. to Process the Funder Personal Data strictly in accordance with this Contract, the Funder's instructions from time to time and the Data Protection Legislation and notify the Funder immediately if it considers that any of the Funder's instructions infringe the Data Protection Legislation;
- b. if applicable law requires the Recipient to Process the Funder Personal Data other than in accordance with the Funder's instructions, to notify the Funder of any such requirement before Processing the Funder Personal Data (unless applicable law prohibits such information on important grounds of public interest);
- c. to put in place appropriate technical and organisational measures to ensure appropriate security of the Funder Personal Data and safeguard against any unauthorised and unlawful processing of, and against accidental loss or destruction of, or damage to, the Funder Personal Data, all to the reasonable satisfaction of the Funder. Such measures shall include, but are not limited to:
 - i. the pseudonymisation and encryption of the Funder Personal Data;

- ii. appropriate measures to ensure the ongoing confidentiality, integrity, availability and resilience of the Recipient's systems and services;
 - iii. appropriate measures to restore the availability and access to the Funder Personal Data in a timely manner in the event of a physical or technical incident; and
 - iv. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Funder Personal Data;
- d. document its implementation of technical and organisational measures in accordance with the requirements of the Data Protection Legislation and Condition 10.3(c);
- e. to notify the Funder immediately (and in any event within 24 hours) of any breach of the security measures required to be put in place by the Recipient pursuant to Condition 10.3(c), or any breach of the Data Protection Legislation by the Recipient, its sub-contractors or employees. In the event that any Funder Personal Data is lost, stolen or subjected to unauthorised access or becomes damaged, corrupted, destroyed or unusable, the Recipient shall restore such Funder Personal Data promptly at its own expense;
- f. maintain records of all activities carried out by the Recipient in relation to the Funder Personal Data. Such records shall be in the form prescribed and contain the information described in the Data Protection Legislation;
- g. not to disclose or allow access to the Funder Personal Data to any Data Subject or third party other than at the explicit request of the Funder or as may be specifically provided for in this Contract;
- h. not to transfer the Funder Personal Data to any country outside the European Union without the prior written approval of the Funder, such approval may be subject to and given on such terms as the Funder may in its absolute discretion prescribe;
- i. not engage any sub-contractors to perform the obligations imposed on the Recipient under this Agreement without the prior written approval of the Funder and, where the Funder's prior written approval is given, ensure that such sub-contractors are subject to written contractual obligations concerning the Funder Personal Data which are no less onerous than those imposed on the Recipient under this Contract;

- j. that any of its employees who will have access to the Funder Personal Data have undergone data protection training and are aware of their obligations under the Data Protection Legislation, including but not limited to, a duty of confidentiality in respect of the Funder Personal Data;
- k. to assist the Funder with all requests which may be received from Data Subjects in relation to the Funder Personal Data under the Data Protection Legislation and to notify the Funder of any such request within two working days of receipt;
- l. to provide the Funder with such information as the Funder may require to satisfy itself that the Recipient is complying with its obligations under the Data Protection Legislation, including contributing to audits and inspections conducted by the Funder or a third party appointed by the Funder under Condition 10.6;
- m. to notify the Funder immediately (and in any event within 24 hours) if it receives a complaint, notice or any other communication concerning the Recipient's Processing of the Funder Personal Data;
- n. to assist the Funder with any notifications to the Information Commissioner or Data Subjects where required under the Data Protection Legislation;
- o. to provide the Funder with such assistance as the Funder reasonably requires in relation to the carrying out of a Data Protection Impact Assessment relating to the Processing of the Funder Personal Data, including where the Funder engages in a consultation with the Information Commissioner in relation to the Processing of the Funder Personal Data;
- p. to restrict any Processing, return or delete the Funder Personal Data immediately as directed by the Funder; and
- q. to indemnify and keep indemnified the Funder fully on demand against all losses arising from any breach by the Recipient or any sub-processors or third parties engaged by the Recipient, of this Condition 19 and / or as a result of any claim made or brought by an individual or other legal person in respect of any loss, damage or distress caused to them as a result of the Recipient's unauthorised Processing, unlawful Processing, destruction of and / or damage to any Funder Personal Data Processed by the Recipient, any sub-contractors or third parties engaged by the Recipient.

- 11.4 Subject to Condition 10.5, on the expiry of the term of this Contract or earlier termination of this Contract (howsoever caused), the Recipient will immediately:
- a. cease Processing the Funder Personal Data; and
 - b. at the Funder's option and at the Recipient's sole cost and expense, either: (i) return to the Funder; or (ii) delete, all Funder Personal Data wherever and in whatever manner it is held or stored, unless applicable law prevents the Recipient from returning or destroying all or part of the Funder Personal Data.
- 11.5 If and to the extent that the Recipient is obliged to retain any Funder Personal Data as a result of the Recipient being deemed to be a Controller of that Funder Personal Data and / or to comply with applicable law, the following provisions will apply:
- a. the Recipient may retain and not return or delete such Funder Personal Data, only to the extent and only for as long as is legally necessary to hold such Funder Personal Data in its capacity as Controller of that Funder Personal Data and / or to comply with the applicable legal or regulatory obligations to which the Recipient is subject; and
 - b. the Recipient will, following expiry or earlier termination of this Contract, be a Controller in relation to such Funder Personal Data retained by the Recipient.
- 11.6 The Funder is entitled to appoint an auditor (whether internal or independent), to inspect the Recipient's compliance with this Contract and the Data Protection Legislation at any time during the term of this Contract provided that the Funder ensures that any such auditor: (i) has, in the view of the Funder, the necessary professional qualifications to conduct such an audit; and (ii) is bound by a duty of confidentiality in relation to the Funder Personal Data.

12 Withholding, suspending 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 at its sole discretion withhold or suspend payment of the Grant and / or require repayment of all or part of the Grant if:

- 12.1.1 the Recipient uses the Grant for purposes other than those for which they have been awarded;

- 12.1.2 the delivery of the Project does not start within three months of the Start Date and the Recipient has failed to provide the Funder with a reasonable explanation for the delay;
 - 12.1.3 the Funder considers that the Recipient has not made satisfactory progress with the delivery of the Project;
 - 12.1.4 the Recipient is, in the reasonable opinion of the Funder, delivering the Project in a negligent manner;
 - 12.1.5 the Recipient obtains duplicate funding from a third party for the Project;
 - 12.1.6 the Recipient provides the Funder with any materially misleading or inaccurate information;
 - 12.1.7 the Recipient commits a Prohibited Act;
 - 12.1.8 any member of the governing body or employee of the Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of the Funder, bring or are likely to bring the Funder's name or reputation into disrepute;
 - 12.1.9 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);
 - 12.1.10 the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure; or
 - 12.1.11 the Recipient breaches or has breached any of the Warranties set out in clause 15 of this Agreement.
- 12.2 Wherever under the Agreement any sum of money is recoverable from or payable by the Recipient (including any sum that the Recipient is liable to pay to the Funder in respect of any breach of the Agreement), the Funder may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Recipient under the Agreement or under any other agreement or contract with the Funder.
- 12.3 The Recipient shall make any payments due to the Funder without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

13 Anti-discrimination

- 13.1 The Recipient shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment.
- 13.2 The Recipient shall comply with the Equality Act 2010 and shall, at the request of the Funder, provide the Funder with information relating to equalities during the Grant Period, including but not limited to, equality impact assessments and service monitoring information.

14 Compliance with statute

- 14.1 The Recipient shall undertake, or refrain from undertaking, such acts as the Funder requests so as to enable the Funder to comply with its obligations under the Human Rights Act 1998.
- 14.2 The Recipient shall comply, and shall procure that its agents, employees, contractors and consultants comply, in full with all applicable laws and regulations that are relevant to the Project and that apply to the Recipient, including without limitation the Environmental Protection Act 1990, the Environment Act 1995, the Health and Safety at Work etc. Act 1974, the Data Protection Act 2018, the Freedom of Information (Scotland) Act 2002, the Environmental Information (Scotland) Regulations 2004, the Equality Act 2010, the Bribery Act 2010, the Public Contracts (Scotland) Regulations 2015, the Subsidy Control Act 2022 and the Modern Slavery Act 2015.
- 14.3 In relation to the Health and Safety at Work Act 1974, the Recipient shall take all necessary measures to comply with the requirements of this legislation and any subsequent amendments thereto and other acts, orders, regulations and codes of practice relating to health and safety which may apply when undertaking the Project.
- 14.4 The Recipient shall comply, and shall procure that its respective agents, employees, contractors and consultants comply, with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption (including but not limited to the Bribery Act 2010) and shall not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.

15 Limitation of liability

15.1 The Funder does not accept and shall not incur any liability of whatever nature for any consequences, whether direct or indirect, that may arise from: the Recipient running the Project; the use by the Recipient of the Grant; or from the withdrawal, suspension or repayment of the Grant. The Recipient shall indemnify and hold harmless the Funder, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and / or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under this Agreement and / or its obligations to third parties.

15.2 Subject to clause 14.1, the Funder's liability under this Agreement is limited to the payment of the Grant.

16 Warranties

16.1 In signing the Grant Offer and entering into the Grant Agreement the Recipient warrants, represents and agrees that:

- 16.1.1 it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);
- 16.1.2 it has not committed, nor shall it commit, any Prohibited Act;
- 16.1.3 it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Funder immediately of any significant departure from such legislation, codes or recommendations;
- 16.1.4 all financial and other information concerning the Recipient that has been disclosed to the Funder is to the best of its knowledge and belief, true and accurate;
- 16.1.5 it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise, which may prevent or materially impede it from meeting its obligations in connection with the Grant;
- 16.1.6 it is not aware of anything in its own affairs, which it has not disclosed to the Funder or any of the Funder's advisers, which might reasonably have influenced the decision of the Funder to make the Grant on the terms contained in this Agreement;

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

17 Insurance

- 17.1 The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss.
- 17.2 All insurances required under these conditions shall be effected:
- 17.2.1 with insurers who have an office in the UK and are authorised to carry on insurance business in the UK.
 - 17.2.2 on the terms and conditions then available in the UK insurance market at commercially reasonable rates
 - 17.2.3 The Recipient shall (on request) supply to the Funder a copy of such insurance policies and evidence that the relevant premiums have been paid.

18 Duration and termination

- 18.1 Except where otherwise specified, the terms of this Agreement shall apply from the Start Date until the end of the Grant Period as stated in the Grant Offer letter or subsequent written amendments. Any other obligations under this Agreement that remain unfulfilled following at the end of the Grant Period or termination of the Agreement shall continue in full force and effect until they are fulfilled.
- 18.2 The Funder may terminate this Agreement and any Grant payments on giving the Recipient three months written notice should it be required to do so by financial restraints or for any other reason.

19 Assignment, waiver, notices and variation

- 19.1 The Recipient may not, without the prior written consent of the Funder (which consent may be given subject to such conditions or restrictions as the Funder may reasonably require), assign, transfer, sub-contract, or in any other way make over to any third party the benefit and / or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.

- 19.2 No failure or delay by either Party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.
- 19.3 All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, emailed or mailed (first class postage prepaid) to the address of the relevant Party, as referred to in the Agreement or otherwise notified in writing. If personally delivered or emailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.
- 19.4 No variation of this Agreement shall be effective unless it is in writing and signed for and on behalf of the Funder and the Recipient.

20 Dispute resolution

- 20.1 In the event of any complaint or dispute (which does not relate to the Funder's right to withhold or suspend or require repayment of the whole or any part of the Grant or terminate this Agreement) arising between the Parties in relation to this Agreement the matter should first be referred for resolution to the Director of Corporate Services or any other individual nominated by the Funder from time to time.
- 20.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Director of Corporate Services or other nominated individual, as the case may be, either Party may refer the matter to the Funder and the Recipient with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed.
- 20.3 In the absence of agreement under clause 19.2, the Parties may seek to resolve the matter through mediation under an appropriate dispute resolution model as is agreed by both Parties. Unless otherwise agreed, the Parties shall bear the costs and expenses of the mediation equally.

21 No partnership or agency

- 21.1 This Agreement shall not create any partnership or joint venture between the Funder and the Recipient, nor any relationship of principal

and agent, nor authorise any Party to make or enter into any commitments for or on behalf of the other Party.

22 Binding nature of Agreement

22.1 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted transferees and assignees.

23 Governing law

23.1 This Agreement shall be governed by and construed in accordance with the law of Scotland and the Parties irrevocably submit to the exclusive jurisdiction of the Scottish courts.