

DATED

24TH JULY

2014

BETWEEN

THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF TOWER HAMLETS

and

TOWER HAMLETS AND CANARY WHARF FURTHER EDUCATION
TRUST

A GRANT AGREEMENT RELATING TO
THE
OCEAN ESTATE BURSARY PROJECT

For Head of Legal Services
Directorate of Probity, Law and Governance
Mulberry Place
5 Clove Crescent
London
E14 2BG

DRSHR.13

This Agreement is made on 24th day of July 2014

BETWEEN

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF TOWER HAMLETS of Town Hall, Mulberry Place, 5 Clove Crescent, London E14 2BG (called in this Agreement "the Funder")

TOWER HAMLETS AND CANARY WHARF FURTHER EDUCATION TRUST with charity number 1002772 whose registered office is at London Borough of Tower Hamlets, Mulberry Place, 5 Clove Crescent, London E14 2BG (called in this Agreement "the Recipient")

WHEREAS

- (A) The Funder has agreed to pay the Grant to the Recipient to assist it in carrying out the Purpose Of The Grant.
- (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.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions

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

- 1.1.1. "2000 Act" means the Freedom of Information Act 2000 and any subordinate legislation made thereunder from time to time together with any guidance and codes of practice issued by the Information Commissioner in relation thereto;
- 1.1.2. "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.
- 1.1.3. "Commencement Date" means 01 September 2013
- 1.1.4. "Confidential Information" means Information, data and material of any nature which either party may receive or obtain in connection with the Agreement and:
 - 1.1.4.1. which comprises Personal Data or Sensitive Personal Data (as both terms are defined in the Data Protection Act 1998); or

- 1.1.4.2. the disclosure of which would or would be likely to prejudice the commercial interests of either party or any other person and the public interest in maintaining non disclosure would out weigh the public interest in disclosure.
- 1.1.5. **"End Date"** means 30 September 2018 unless terminated earlier in accordance with clause 14.
- 1.1.6. **"Governing Body"** means the governing body of the Recipient including its directors or trustees.
- 1.1.7. **"Grant"** means the sum to be paid to the Recipient in accordance with Schedule 2.
- 1.1.8. **"Grant Period"** means the period for which the Grant is awarded starting on the Commencement Date and ending on the End Date.
- 1.1.9. **"Intellectual Property Rights"** means all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.
- 1.1.10. **"Information"** means information as defined in section 84 of the 2000 Act;
- 1.1.11. **"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.
- 1.1.12. **"Prohibited Act"** means:
- 1.1.12.1. 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;
 - 1.1.12.2. 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
 - 1.1.12.3. showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Funder;
 - 1.1.12.4. 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;

1.1.12.5. committing any offence:

1.1.12.5.1. under the Bribery Act;

1.1.12.5.2. under legislation creating offences in respect of fraudulent acts; or

1.1.12.5.3. at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Funder ; or

1.1.12.5.4. defrauding or attempting to defraud or conspiring to defraud the Funder.

1.1.13. **"Project Manager"** means the individual who has been nominated to represent the Funder for the purposes of this Agreement.

1.1.14. **"Purpose Of The Grant"** means the purpose of the provision of the Grant as referred to in Clause 2.

1.1.15. **"Request For Information"** has the meaning set out in section 8 of the 2000 Act or any apparent request for Information under the 2000 Act or the Environmental Information Regulations.

1.1.16. **"Succession Plan"** means a plan to be agreed by the Parties to deal with transfer of the Purpose Of The Grant to an alternative provider following expiry or termination of this Agreement.

2. Purpose And Use of the Grant

2.1. The Purpose Of The Grant as referred to in sub-clause 1.1.14 shall be as determined in Schedule 1.

2.2. The Recipient shall use the Grant only for the Purpose Of The Grant and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of the Funder.

2.3. The Recipient shall not make any significant change to the Purpose Of The Grant without the Funder's prior written agreement.

2.4. Where the Recipient intends to apply to a third party for other funding relating to the Purpose Of The Grant, it will notify the Funder in advance of its intention to do so and, where such funding is obtained, it will 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 Purpose Of The Grant or any related administration costs that the Funder is funding in full under this Agreement.

3. Payment of Grant

- 3.1. Subject to clause 9, the Funder shall pay the Grant to the Recipient in accordance with the stipulations of Schedule 2, subject always 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.
- 3.2. 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 Purpose Of The Grant.
- 3.3. The amount of the Grant shall not be increased in the event of any overspend by the Recipient howsoever occurring.
- 3.4. The Grant shall be paid into a bank account in the name of the Recipient as more particularly set out in Schedule 2.
- 3.5. The Recipient shall not transfer any part of the Grant to any other bank accounts which are not within the clearing bank system, without the prior written consent of the Funder.
- 3.6. 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. Use of Grant

- 4.1. The Grant shall be used by the Recipient for the requirements of this Agreement. For the avoidance of doubt, the amount of the Grant that the Recipient may spend on any item of expenditure identified within Schedule 1 (if any) shall not exceed the sum of money stated in Schedule 2 (where shown) without the prior written agreement of the Funder.
- 4.2. Where the Recipient has obtained funding from a third party in relation to its delivery of the Purpose Of The Grant (including without limitation funding for associated administration and staffing costs), the amount of such funding shall be identified separately between the Parties.
- 4.3. The Recipient shall not use the Grant to:
 - 4.3.1. make any payment to members of its Governing Body;
 - 4.3.2. purchase buildings or land; or
 - 4.3.3. pay for any expenditure commitments of the Recipient entered into before the Commencement Date,
 - 4.3.4. unless this has been approved in writing by the Funder.

- 4.4. The Recipient shall not spend any part of the Grant on the delivery of the Purpose Of The Grant after the end of the Grant Period.
- 4.5. Should any part of the Grant remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent Grant is returned to the Funder forthwith.
- 4.6. Any liabilities arising at the end of the Grant Period including any redundancy liabilities for staff employed by the Recipient to deliver the Purpose Of The Grant must be managed and paid for by the Recipient using the Grant. For the avoidance of doubt the Trustees of the Recipient shall not be personally liable for any liabilities arising at the end of the Grant Period . There will be no additional funding available from the Funder for this purpose.

5. Accounts and records

- 5.1. The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds under any circumstances.
- 5.2. The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.
- 5.3. The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate. The Funder shall have the right to review, during business hours and on providing prior notice the Recipient's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.
- 5.4. If so requested the Recipient shall provide the Funder with a copy of its annual 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.
- 5.5. 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.

6. Monitoring and reporting

- 6.1. The Recipient shall monitor the delivery and success of the Purpose Of The Grant throughout the Grant Period to ensure that the aims and objectives of the Purpose Of The Grant are being met and that this Agreement is being adhered to.
- 6.2. The Recipient shall provide the Funder with a financial and operational report on its use of the Grant and delivery of the Purpose Of The Grant at

least six monthly or at such lesser period as the Funder may reasonably direct and in such formats as the Funder may reasonably direct.

- 6.3. Where the Recipient has obtained funding from a third party for its delivery of part of the Purpose Of The Grant, the Recipient shall include the amount of such funding in its financial reports together with details of what that funding has been used for.
- 6.4. Along with its annual financial report, the Recipient shall provide the Funder with a risk register and insurance review in the format provided by the Funder. The Recipient shall address the health and safety of its staff in the risk register.
- 6.5. The Recipient shall on request provide the Funder with such further information, explanations and documents as the Funder may reasonably require in order for the Funder to establish that the Grant has been used properly in accordance with this Agreement.
- 6.6. The Recipient shall permit any person authorised by the 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.
- 6.7. The Recipient shall permit any person authorised by the Funder for the purpose to visit the Recipient at least annually or at such lesser period as the Funder may reasonably direct to monitor the delivery of the Purpose Of The Grant. Where, in its reasonable opinion, the Funder considers that additional visits are necessary to monitor the Purpose Of The Grant, it shall be entitled to authorise any person to make such visits on its behalf.
- 6.8. The Recipient shall provide the Funder with a final report on completion of the Grant Period which shall confirm whether the Purpose Of The Grant has been successfully and properly completed.

7. Acknowledgment and publicity

- 7.1. The Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Funder as the source of the Grant.
- 7.2. The Recipient shall not publish any material referring to the Purpose Of The Grant or the Funder without the prior agreement of the Funder and or when directed by the Funder's press office (such prior agreement shall not be unreasonably withheld or delayed). The Recipient shall acknowledge the support of the Funder in any materials that refer to the Purpose Of The Grant and in any written or spoken public presentations about the Purpose Of The Grant if required to do so by the Funder.

- 7.3. Where the Recipient is required to use the Funder's name and logo, the Recipient shall comply with all branding guidelines issued by the Funder from time to time.
- 7.4. The Recipient agrees to participate in and co-operate with reasonable promotional activities relating to the Purpose Of The Grant that may be instigated and/or organised by the Funder.
- 7.5. The Funder may acknowledge the Recipient's involvement in the Purpose Of The Grant as appropriate without prior notice.
- 7.6. 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 Purpose Of The Grant.

8. Intellectual Property Rights

- 8.1. The Funder and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the Funder or the Recipient before the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.
- 8.2. Where the Funder has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Purpose Of The Grant (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Funder.

9. Withholding, suspending and repayment of Grant

- 9.1. The Funder's intention is that the Grant will be paid to the Recipient in accordance with the table set out in Schedule 2. However, without reasonable prejudice to the Funder's other rights and remedies, the Funder may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:
 - 9.1.1. the Recipient uses the Grant for purposes other than the Purpose Of The Grant;
 - 9.1.2. the delivery of the Purpose Of The Grant does not start within 12 months of the Commencement Date and the Recipient has failed to provide the Funder with a reasonable explanation for the delay;
 - 9.1.3. the Funder reasonably considers that the Recipient has not made satisfactory progress with the delivery of the Purpose Of The Grant;

- 9.1.4. the Recipient is, in the reasonable opinion of the Funder, delivering the Purpose Of The Grant in a negligent manner;
 - 9.1.5. the Recipient obtains duplicate funding from a third party for the Purpose Of The Grant;
 - 9.1.6. 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 Purpose Of The Grant or the Funder into disrepute;
 - 9.1.7. the Recipient provides the Funder with any materially misleading or inaccurate information;
 - 9.1.8. the Recipient commits or committed a Prohibited Act;
 - 9.1.9. any member of the governing body, employee or volunteer of the Recipient has:
 - 9.1.9.1. acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Purpose Of The Grant or
 - 9.1.9.2. 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;
 - 9.1.10. 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);
 - 9.1.11. the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due; or
 - 9.1.12. 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 14 days of receiving written notice from the Funder detailing the failure.
- 9.2. 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.

- 9.3. Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Purpose Of The Grant or compliance with this Agreement it will notify the Funder as soon as possible.

10. Limitation of liability

- 10.1. The Funder accepts no liability for any consequences, whether direct or indirect, that may arise from the Recipient running the Purpose Of The Grant, the use of the Grant or from the withdrawal or reduction 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 negligent and reckless actions and/or omissions of the Recipient in relation to the Purpose Of The Grant, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.
- 10.2. Subject to clause 10.1, the Funder's liability under this Agreement is limited to the payment of the Grant.

11. Warranties

- 11.1. The Recipient warrants, undertakes and agrees that:
- 11.1.1. it has all necessary resources and expertise to deliver the Purpose Of The Grant (assuming due receipt of the Grant);
 - 11.1.2. it has not committed, nor shall it commit, any Prohibited Act;
 - 11.1.3. 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;
 - 11.1.4. it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Purpose Of The Grant;
 - 11.1.5. it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
 - 11.1.6. it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;

11.1.7. all financial and other information concerning the Recipient which has been disclosed to the Funder is to the best of its knowledge and belief, true and accurate;

11.1.8. 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;

11.1.9. 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; and

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

11.2. The recipient acknowledges that in entering into this Agreement the Funder is relying on the warranties and representation referred to in clause 11.1 and subsequent sub-clauses.

12. Insurance

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

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

public liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from its delivery of the Purpose of the Grant; and

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

13. Duration Of Terms

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

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

14. Termination

- 14.1. The Funder may terminate this Agreement and any Grant payments on giving the Recipient one months' written notice should it be required to do so by virtue of financial restraints or for any other reason provided that any such termination be without prejudice to any awards committed by the recipient prior to such termination.
- 14.2. The Funder may terminate this Agreement in the event the Recipient is subject to one or more of the events set out in clauses 9.1.1 to 9.1.12.

15. Transfer and Sub-Contracting

- 15.1. The Funder may assign, novate, or sub-contract the whole or any part of this Agreement to any body which performs functions previously performed by the Funder upon giving written notice to the Recipient. The Funder shall absolve the Recipient of any liability arising from the proper performance by the Recipient of its duties under this Agreement in the event of such assignment, novation or sub-contracting.
- 15.2. The Recipient shall not assign or sub-contract the whole or any part of the Agreement without the prior written consent of the Funder.
- 15.3. Where the Recipient assigns or sub-contracts the whole or any part of this Agreement without the consent referred to in clause 15.2 (without limitation whether or not due to company take over by asset or share sale) the Funder may terminate this Agreement forthwith.
- 15.4. If consent is granted, the Purpose of the Grant and any other services, works or actions required for the same will remain the responsibility of the Recipient.
- 15.5. If so required by the Funder any sub contracting may be subject to the provision of collateral warranties or the Funder may itself require third party rights as referred to in the Contracts (Rights Of Third Parties) Act 1999 in any sub contracting arrangement.

16. Freedom Of Information

- 16.1. The Recipient acknowledges that the Funder is subject to the requirements of the Environmental Information Regulations and the 2000 Act and agrees to use all reasonable endeavours to assist the Funder (at the Recipient's expense) to comply with the Funder's obligations imposed under those provisions.
- 16.2. The Recipient shall process information provided to the Recipient by the Funder, produced in the performance of the Agreement or relating to the Agreement in accordance with a records management system which complies with the Lord Chancellor's code of practice for the keeping and management of records under section 46 of the 2000 Act.

- 16.3. Subject to Clause 17.6, the Recipient shall and shall procure that its sub-contractors shall:
- 16.3.1. transfer any Request for Information received by the Recipient or its sub-contractors to the Funder promptly and, in any event, within two Working Days of its receipt;
 - 16.3.2. provide the Funder with a copy of all Information in its possession or power in the form and within the time scale that the Funder requires as set out in schedule 1;
 - 16.3.3. provide all necessary assistance as reasonably requested by the Funder to enable the Funder to respond to a Request For Information within the time for compliance prescribed by section 10 of the 2000 Act; and
 - 16.3.4. not respond directly to a Request For Information or disclose or release Information without the prior written authority of the Funder.
- 16.4. Subject to Clause 17.6, the Funder shall be responsible for determining, in its absolute discretion, whether:
- 16.4.1. Information relating to a Request for Information is exempt from disclosure under the 2000 Act or the Environmental Information Regulations;
 - 16.4.2. any Information is to be disclosed in response to a Request for Information.
- 16.5. The Recipient acknowledges that the Funder may be obliged under the 2000 Act or the Environmental Information Regulations to disclose Information:
- 16.5.1. without consulting the Recipient; or
 - 16.5.2. following consultation with the Recipient and having taken its views into account.
- 16.6. The Recipient shall indemnify the Funder against all claims and proceedings and all liability, loss, costs and expenses incurred by the Funder as a result of any negligent or reckless breach of this Clause 16 by the Recipient, employees of the Recipient, and the Recipient's sub-contractors and agents
- 16.7. The Recipient acknowledges that Confidential Information is indicative only and that the Funder may be obliged to disclose Confidential Information pursuant to the Environmental Information Regulations or the 2000 Act.

17. Confidentiality

- 17.1. Subject to clauses 17.3, 17.6 and 17.8 each Party undertakes to the other Party:

- 17.1.1. to treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly;
- 17.1.2. not to disclose any Confidential Information belonging to the other Party without the prior written consent of that Party, except to such persons and to such extent as may be strictly necessary for the performance of the Contract or except where such disclosure is otherwise expressly permitted by the provisions of this Contract; and
- 17.1.3. not use any Confidential Information received from the other Party otherwise than for the purpose of or in connection with the Agreement.
- 17.1.4. The Parties shall use of all reasonable endeavours to procure that their employees, agents and sub-contractors keep confidential and do not make any disclosure of Confidential Information to any third Party in breach of Clause 17.1 above and only use such Confidential Information in connection with the performance of the Agreement.
- 17.1.5. Clause 17.1 shall not apply to any disclosure of Confidential Information:
 - 17.1.6. which a Party can demonstrate has or becomes generally available to the public and in the public domain otherwise than through the act or default of (or on behalf of) the relevant Party;
 - 17.1.7. which was in the possession of the receiving Party without restriction as to its disposal, before receiving it from the disclosing Party;
 - 17.1.8. which is received from a third Party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - 17.1.9. which is required by law, any judicial or administrative process, the rules of any stock exchange or governmental or regulatory authority having the force of law;
 - 17.1.10. to enable a determination to be made under the Dispute Resolution Procedure;
 - 17.1.11. by either Party to any department, office or agency of the Government which is for the purpose of:
 - 17.1.11.1. the examination and certification of the Funder's or the Recipient's accounts; or
 - 17.1.11.2. any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and

effectiveness with which the Funder has utilised its resources;

17.1.11.3. which is independently developed without access to the Confidential Information;

17.1.12. by the Funder to any third party insofar as this may be necessary for the performance or provision by that party of any services goods or works whatsoever for or to the Funder; or

17.1.13. by the Funder to Tower Hamlets Homes insofar as this is reasonably necessary for the proper discharge of the Funder's functions; or

17.1.14. by the Funder in service monitoring reports to the Funder's Executive or other member body or to the Funder's board, sub-boards or committees.

17.1.15. which is to the Funder's professional financial and legal advisors or such other professional recipients.

17.2. The Recipient shall not make use of this Agreement or other information issued or provided by the Funder in connection with this Agreement otherwise than for the purposes of this Agreement, except with the prior written consent of the Funder.

17.3. When the Recipient, in carrying out its obligations under this Agreement, is provided with Confidential Information or other information relating to users or potential customers of the Funder the Recipient shall not disclose or make use of any such Confidential Information or other information otherwise than for the purpose for which it was provided, unless the Recipient has sought and obtained the prior written consent of that person or the Funder.

17.4. At the request of the Funder, the Recipient shall facilitate the Funder's compliance with the Code of Practice on Access to Government Information (second edition) or the Environmental Information Regulations and in the event that the Funder is required to provide information to a person as a result of a request made to it under such Code or regulations, the Recipient shall provide such information relating to the contract, this Contract or itself to enable the Funder to adhere to the requirements of the Code or regulations.

17.5. Nothing in this clause 17 shall prevent either Party from using any ideas, know-how or techniques gained during the performance of this Contract in the course of its normal business, to the extent that this does not result in the disclosure of Confidential Information or an infringement of Intellectual Property Rights.

17.6. The Recipient acknowledges to the Funder that nothing in this clause 17 shall fetter or affect the Funder's discretion and or obligations under the Data

Protection Act 1998, the 2000 Act or the Environmental Information Regulations.

18. Data Protection Act

- 18.1. The Recipient shall comply with its obligations, whether as data controller, data processor or otherwise under the Data Protection Act 1998 in so far as applicable to the performance of its obligations under this Agreement.
- 18.2. The Recipient shall not knowingly place the Funder in breach of the Funder's obligations under the Data Protection Act 1998.
- 18.3. Notwithstanding the generality of clauses 21.1 and 21.2 where this Agreement requires the Recipient to collect Personal Data and or Sensitive Personal Data (as defined under the Data Protection Act 1998) and release such Personal Data and or Sensitive Personal Data to the Funder the Recipient shall obtain the direct positive consent for such release from the person to whom the Personal Data and or Sensitive Personal Data relates
- 18.4. The Recipient shall indemnify the Funder against all claims and proceedings and all liability, loss costs and expenses incurred by the Funder resulting from the Recipient's failure to comply with the Data Protection Act 1998.

19. Equalities and Diversities

- 19.1. The Recipient agrees to operate and actively demonstrate in all workforce matters, the provisions of its Equal Opportunities/Equalities Policy which has been approved by the Funder prior to entering into this Agreement.
- 19.2. The Recipient shall ensure that its equal opportunities policy complies with all statutory obligations as regards discrimination on the grounds of colour, race, nationality, cultural or ethnic origin, marital status, gender, age, disability, religion / belief or sexual orientation in relation to:
 - 19.2.12. the running of the Recipient's business;
 - 19.2.13. the performance of this Agreement.
- 19.3. Without prejudice to the generality of the foregoing, the Recipient will comply with the Equality Act 2010 and in particular but without prejudice to the generality of the foregoing the Recipient will take no actions or allow any omissions that puts itself or the Funder in breach of the Equality Duty as defined under the Equality Act 2010.
- 19.4. The Recipient shall comply with any other anti-discrimination legislation which comes into force from time to time throughout the Grant Period including all relevant regulations and statutory codes of practice.
- 19.5. Any amended version of the Recipient's Equal Opportunities / Equalities Policy will be sent to the Funder promptly following any amendment. If the

Recipient does not have an Equal Opportunities / Equalities Policy, then it will work within the ambit of the Funder's Equalities and Diversities Policy.

20. Law and Jurisdiction

20.1. This Agreement shall be subject to the laws of England and Wales and both parties submit to the exclusive jurisdiction of the English courts.

21. Non-Waiver Of Rights

21.1. The failure or delay by the Funder to exercise any rights or remedies under this Agreement shall not be deemed to be a waiver of any right of the Funder under this Agreement.

21.2. Where the Funder has expressly waived its rights under this Agreement in respect of one occurrence such waiver shall not be deemed to be effective in respect of any subsequent occurrence.

22. Conflict Of Interest

22.1. In undertaking this Agreement, the Recipient shall at all times act in the best interests of the Funder and shall at no time subordinate or otherwise undermine the Funder's interests to the advantage of its own interests or those of any third party.

22.2. The Recipient shall immediately notify the Funder in writing upon becoming aware of any actual or potential conflict of interest between the interests of the Funder and itself or any other third party and will take all necessary steps to remove or avoid the cause of such conflict of interest to the reasonable satisfaction of the Funder.

22.3. Where the Recipient is unable to reasonably satisfy the Funder in respect of a conflict of interest the Funder may terminate this Agreement forthwith.

23. Variations To These Terms

23.1. The terms and conditions of this Agreement may only be varied by mutual agreement between the parties in writing.

23.2. Where the Parties to this Agreement enter into discussions with the intention to agree a variation to the terms of this Agreement this Agreement shall remain unamended and the Recipient's performance of this Agreement shall continue as if the terms were unamended until such time as any relevant variation has been agreed in writing between the parties.

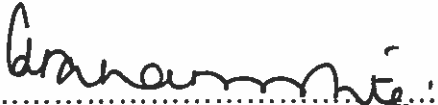
24. Succession Plan

24.1. Expiry or termination of this Agreement, will not affect any rights or liabilities of the Parties that have accrued before the date of that expiry or termination or which later accrue.

- 24.2 On the expiry or termination of this Agreement the Recipient will agree a Succession Plan and the Parties will comply with the provisions of the Succession Plan.
- 24.3 On the expiry or termination of this Agreement the Recipient must co-operate fully with the Funder to migrate the Purpose Of The Grant in an orderly manner to any successor provider of the same in the event the Funder wishes to continue the same or similar project.
- 24.4 In the event of termination or expiry of this Agreement, the Provider must cease to use the Funder's Confidential Information and on the earlier of the receipt of the Funder's written instructions or 6 months after the date of expiry or termination, return all copies of the Confidential Information to the Funder.
- 23.5 On termination of this Agreement, the Recipient shall within 20 days:
- (a) immediately return all documents, handbooks, CD-ROMs or DVDs, plans, drawings, specifications, programs (including source codes), databases or other information or data (whether hard copy or electronic) provided to it by the Funder and / or collected by it for the purposes of this Agreement and the Recipient hereby assigns to the Funder ownership of any Intellectual Property Rights. It shall provide written evidence (in the form of a letter signed by a trustee of the Recipient) no later than 10 days after termination of this Agreement that these have been returned and that it has not retained any copies of them; and
 - (b) return all of the Funder's property (including, but not limited to, equipment and materials) and until these are returned or repossessed the Recipient shall be solely responsible for their safe-keeping.
- 24.6 Notwithstanding its obligations in clause 23.5 above if the Funder is required by law, regulation, or government or regulatory body to retain any documents or materials containing the Funder's Confidential Information, it shall notify the Funder in writing of such retention, giving details of the documents or materials that it is required to retain.


THE PARTIES TO THIS AGREEMENT HAVE EXECUTED THIS AGREEMENT ON THE DATE SHOWN ON THE FRONT COVER.

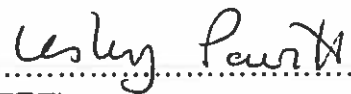
SIGNED as a Deed by THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF TOWER HAMLETS under the hands of


.....
(Authorised Officer)

AM 14/2016

SIGNED as a Deed by TOWER HAMLETS AND CANARY WHARF FURTHER EDUCATION TRUST under the hands of TWO TRUSTEES


.....
(TRUSTEE)


.....
(TRUSTEE)

Schedule 1

1 Purpose Of The Grant

- 1.1 The purpose of the grant is to facilitate bursary funding for students in the borough of Tower Hamlets who wish to pursue further education opportunities.
- 1.2 The remit of the Recipient is to promote the advancement of further, higher and postgraduate education and vocational training among Tower Hamlets residents, with an emphasis on supporting vocational courses that will lead to employment.
- 1.3 The Funder has made available the Grant in order that the Recipient allocates a maximum of 45 bursaries during the Grant Period.

2 The Recipient's Obligations

2.1 For the Purpose Of The Grant, the Recipient shall:

- a) advertise the scheme;
- b) identify potential applicants;
- c) contact potential applicants;
- d) ensure all applicants meet eligibility requirements and Residency Requirements as set out in paragraph 3 of this Schedule;
- e) only agree to award bursaries to first year students subject to a maximum of £3,000.00 (which for the avoidance of doubt shall be determined by the number of academic years of the course and paid in equal instalments of £1,000.00 per year at the beginning of each year);
- f) only agree to award bursaries to the students in three equal instalments;
- g) comply with the Funder's requirements as to the Bursary Award Process as set out at paragraph 5 of this Schedule
- h) comply with the OEB Conditions of Support as set out in Schedule 3;
- i) promote the advancement of further, higher and postgraduate education and vocational training among Tower Hamlets residents, with an emphasis on supporting vocational courses that will lead to employment; and
- j) any other items which the Funder may reasonably require for the Purposes Of The Grant.

3 Residency Requirements

- 3.1 Applicants will be required to meet the normal residency requirements i.e. having a permanent right to live in the UK and having been resident in Tower Hamlets for three years up to 14 June 2013 for purposes other than receiving full-time education, with an exception being made to the three-year requirement for people who have been granted full refugee status by the Home Office and for young people coming to live with their parents in Tower Hamlets, during the period of their secondary education, provided in the latter case their parents, with whom they reside, have been resident in Tower Hamlets over the requisite period. Furthermore OEB applicants will be required to be permanent residents of the OE as of a date to

coincide with the cut-off date for Trust applications which is normally mid-June. If an eligible student ceases to be ordinarily resident on the Ocean Estate during the period of a course, payments may cease from the academic year following the move.

4 Selection Process

4.1 The selection process will consist of the application of the scale of priorities developed for the proposed Mayor's Higher Education Award which gives priority to vulnerable and younger students, with an emphasis on supporting students from low income families. This will be tempered by the use of discretion by the Recipient. Having regard to the initial Committee decision to focus support on Queen Mary University of London, the Recipient will take into account the circumstances of each candidate, giving special consideration to those less able to afford higher education based on the following priorities:

- taking a designated course of higher education (i.e. a course which attracts student finance) or
- a postgraduate course
- with preference given to students
 1. applying to QMUL
 2. applying to other London Universities and universities of the Russell Group
 3. applying to other UK Universities

5 Bursary Award Process

- 5.1 The Grant monies will be transferred and held by the Funder in a bank account specifically created for the Recipient (Account) which for the avoidance of doubt will be distinguishable and traceable as monies held for the Purpose of the Grant under this Grant Agreement.
- 5.2 At the beginning of each financial year, the allocated Grant figure as set out at Schedule 2 paragraph 1.1 will be transferred in to the Account by the Funder.
- 5.3 The Recipient will notify the Funder of the number of successful applicants for each financial year and present to the Funder its reasons and evidence of its
- 5.4 The Funder will then authorise the payments from the Account by cheque at the start of each academic year to the higher education institution at which the successful applicants are enrolled.
- 5.5 For the avoidance of doubt, the authorisation of payments from the Account as referred to in paragraph 5.4 will only be mandated when an officer of the Funder's Corporate Finance and Development & Renewal teams approve and sign the

requisite cheques. The Recipient will not offer or agree to offer the bursaries to applicants up until such time as the Funder agrees to the same in accordance with this paragraph 5.

5.6 In the event the Recipient shall be required to backdate the award of bursaries in the first year of the Grant Period, it will notify the Funder together with providing evidence of the same and the Funder will decide whether or not to mandate the awards in accordance with paragraph 5.5.

6 Milestones

6.1 The Recipient shall adhere to the milestones specified in the table below:

| ID | Milestone Title | Baseline Spend (£) | Baseline Delivery Date |
|-------|--|--------------------|---|
| 13/14 | CWT submit invoice LBTH - Year 1 – 1 st instalment grant - admin costs | (invoice – 22,000) | No later than June 30 st 2014 |
| 13/14 | CWT advertise and identify 18 students eligible for bursary | 0 | No later than June 2014 |
| 13/14 | Award - Year 1 1 st instalment grant | 18,000 | No later than 31 st August 14 |
| 14/15 | CWT Submit eligibility / spend invoice to S106 Programme Manager (LBTH) | 0 | No later than 31 st August 14 |
| 14/15 | CWT/ORB/LBTH review meeting - student eligibility and underspend - working arrangements CWT and ORB - any updates necessary | 0 | No later than 30 th September 14 |
| 14/15 | CWT submit invoice LBTH - Year 1 – 2 nd instalment - Year 2 – 1 st instalment - admin | (invoice – 30,000) | No later than 30 th September 14 |
| 14/15 | CWT advertise and identify 9 students eligible for bursary | 0 | No later than 30 th September 14 |
| 14/15 | Award - Year 1 – 2 nd instalment (18 students) - Year 2 – 1 st Instalment (9 students) and | 27,000 | No later than 31 st November 14 |

| | | | |
|-------|---|--------------------|---|
| 14/15 | CWT Submit eligibility / spend invoice to S106 Programme Manager (LBTH) | 0 | No later than 31 st March 15 |
| 15/16 | CWT/ORB/LBTH review meeting - student eligibility and underspend - working arrangements CWT and ORB - any updates necessary | 0 | No later than 30 th September 15 |
| 15/16 | CWT submit invoice LBTH - Year 1 – 3 rd instalment - Year 2 - 2 nd instalment - Year 3 - 1 st instalment - admin | (invoice – 39,000) | No later than 30 th September 15 |
| 15/16 | CWT advertise and identify 9 students eligible for bursary | 0 | No later than 30 th September 15 |
| 15/16 | Award - Year 1 – 3 rd instalment (18 students) - Year 2 - 2 nd instalment - Year 3 – 1 st instalment (9 students) | 36,000 | No later than 31 st November 15 |
| 15/16 | CWT Submit eligibility / spend invoice to S106 Programme Manager (LBTH) | 0 | No later than 31 st March 16 |
| 16/17 | CWT/ORB/LBTH review meeting - student eligibility and underspend - working arrangements CWT and ORB - any updates necessary | 0 | No later than 30 th September 16 |
| 16/17 | CWT submit invoice LBTH Year 2 – 3 rd instalment - Year 3 - 2 nd instalment - Year 4 - 1 st instalment admin | (invoice – 30,000) | No later than 30 th September 16 |
| 16/17 | CWT advertise and identify 9 students eligible for bursary | 0 | No later than 30 th September 16 |
| 16/17 | Award - Year 2 – 3 rd instalment | 27,000 | No later than 31 st November 16 |

| | | | |
|-------|---|--------------------|--|
| | (9 students) - Year 3 – 2 st instalment (9 students) - Year 4 – 1 st instalment (9 students) | | |
| 16/17 | CWT Submit eligibility / spend invoice to S106 Programme Manager (LBTH) | 0 | No later than 31 st March 17 |
| 17/18 | CWT/ORB/LBTH review meeting - student eligibility and underspend - working arrangements CWT and ORB - any updates necessary | 0 | No later than 30 th September 17 |
| 17/18 | CWT submit invoice LBTH - Year 3 – 3rd instalment - Year 4 -2nd instalment admin | (invoice – 20,000) | No later than 30 th September 17 |
| 17/18 | Award - Year 3 – 3rd instalment (9 students) - Year 4 – 2nd instalment (9 students) | 18,000 | No later than 31 st November 17 |
| 17/18 | CWT Submit eligibility / spend invoice to S106 Programme Manager (LBTH) | 0 | No later than 31 st March 18 |
| 18/19 | CWT/ORB/LBTH review meeting - student eligibility and underspend - working arrangements CWT and ORB - any updates necessary | 0 | No later than 30 th Sept 18 |
| 18/19 | CWT submit invoice LBTH - Year 4– 3rd instalment - | (invoice – 9,000) | No later than 30 th September 18 |
| 18/19 | Award - Year 4 – 3 rd instalment (9 students) | 9,000 | No later than 31 st November 18 |
| 18/19 | CWT Submit eligibility / spend invoice to S106 Programme Manager (LBTH) | 0 | No later than 31 st March 19 |
| 18/19 | CWT/ORB/LBTH review meeting | 0 | No later than 30 th September 19 |

| | | | |
|--|---|-------|--|
| | - evaluation and learning - closure report | | |
| | Admin costs (lifetime) | 15000 | |

7 Key Performance Indicators (KPIs)

7.1 The Funder shall use the following KPIs to assess the Recipient's performance during the Grant Period:

- the number of bursaries awarded per year against the table below:

| Year | Month | Number |
|------|----------------|--------|
| 1 | August 2014 | 18 |
| 2 | September 2014 | 9 |
| 3 | September 2015 | 9 |
| 4 | September 2016 | 9 |

Total – 45 students awarded bursary

8 Review Meetings

8.1 The Recipient shall attend annual meetings with the Funder to discuss the Recipient's performance under the Agreement as and when notified by the Funder but in any event, the Funder shall give at least two weeks' notice of the same.

8.2 The Recipient shall submit the monitoring information prior to the annual meeting referred to in paragraph 8.1 as set out below which shall include but is not limited to:

- Annual report
- Evidence of eligibility of all students awarded grant (both new students and those receiving grant in subsequent years);
- Proof of address
- Proof of study
- Proof of eligibility (via Student Finance England)
- Evidence of payment of grant to individual students
- Transaction listings / invoices
- Evidence of administrative spend
- Transaction listings / invoices
- Evidence of CWT and ORT working together / ORT involvement
- Meeting minutes
- Other correspondence

8.3 At the Review Meetings as referred to in paragraph 8.1, the Recipient's representative shall attend together with the Funder's S106 Programme Manager in addition to a representative from the ORT. In the event the Recipient's representative cannot attend the Review Meetings, the Recipient shall nominate a

appropriate replacement who has sufficient expertise and skills of The Purpose Of The Grant.

9 Performance Review Plan

- 9.1 In the event the Recipient fails to award bursaries to the targeted number of students as set out for each year at paragraph 7.1, the Recipient and the Funder will agree an Improvement Plan which will seek to focus on strategies that will increase the number of bursaries awarded to the required levels. The Funder may reallocate the surplus bursary funds to the following year's allocated funds notifying the Recipient in sufficient time so as to allow such funds to be reprogrammed .
- 9.2 In the event the Recipient fails to award bursaries to the targeted number of students as set out for each year at paragraph 7.1 for two consecutive years, the Funder may, at its sole discretion, immediately terminate the Agreement without notice and shall not be liable under such circumstances to the Recipient for any further payments of the Grant due to the Recipient at that time. In addition, the Funder may recover any payments of the Grant not properly expended by the Recipient at such a point in time and the Funder will provide evidence of its expenditure for the Purpose of the Grant.
- 9.3 In the event the Recipient awards bursaries to students where it later transpires that the students were not in fact eligible, the Funder may in its sole discretion, recover the unallocated sums in connection with those bursaries from the Recipient and shall require the Recipient to reimburse the Funder any unallocated sums within 5 working days of being notified in writing.

Schedule 2

1 Grant

1.1 The Funder shall allocate the Grant monies in accordance with the table set out below.

| | | Number of Students Awarded | | | Total Grant awarded | Total Commitment | Payment schedule to CWT (including admin) |
|----------|--------|----------------------------|-------------|-------------|---------------------|------------------|---|
| Year | | 1st payment | 2nd payment | 3rd payment | | | |
| Aug - 14 | Year 1 | 18 | | | £18,000.00 | £54,000.00 | £22,000.00 |
| Sep- 14 | Year 2 | 9 | 18 | | £27,000.00 | £81,000.00 | £30,000.00 |
| Sep- 15 | Year 3 | 9 | 9 | 18 | £36,000.00 | £108,000.00 | £39,000.00 |
| Sep- 16 | Year 4 | 9 | 9 | 9 | £27,000.00 | £135,000.00 | £30,000.00 |
| Sep- 17 | 5 | | 9 | 9 | £18,000.00 | | £20,000.00 |
| Sep- 18 | 6 | | | 9 | £9,000.00 | | £9,000.00 |
| | | | | | £135,000.00 | | £150,000.00 |

1.2 The Recipient shall only be entitled to invoice the Funder in the applicable quarter as set out in the table at paragraph 1.1.

1.3 The Grant awarded to the Recipient shall be exclusive of VAT.

1.4 In the event the Recipient does not utilise the fund allocated to it each year, the Recipient shall 'roll over' funding, and identify further students in the following year to receive the grant. This shall be agreed at the Annual Review meeting.

Schedule 3

OEB Conditions of Support

Ocean Estate Bursary Conditions of Support

1. Applicants must prove their entitlement to loan and grant support from Student Finance England before any part of the bursary is paid to them.
2. This offer only applies if you attend the course you have been sponsored for. If you wish to change your course; duration of your course; the college to be attended or the mode of study (i.e. full-time or part-time) you must inform the Trust Administrator immediately so that your eligibility and the sponsorship sum can be reviewed.
3. This offer is not transferable to another academic year or another course. If you decide not to attend university/college in the 2013/14 academic year, you will need to make a new application for assistance in any subsequent academic year.
4. This offer does not commit the Trustees to support you for any subsequent years of your course.
5. This offer does not cover repeat study. If you are repeating a year your case may be reconsidered if you can demonstrate that there were exceptional and or mitigating circumstances for the initial failure.
6. The sponsorship may be suspended or withdrawn if you are absent for any part of the course or breach the rules of the university/college you are attending. In such cases you will need to repay, in part or in full, the sums paid to you in good faith.
7. You must notify the Trust Administrator of any prolonged absence from university/college that may have a detrimental affect on your studies.
8. You must notify the Trust Administrator immediately if you do not take up your place or withdraw from your course of study.

You must notify the Trust Administrator in writing of any change of address. If an eligible student ceases to be ordinarily resident on the Ocean Estate during the period of a course, payments will cease from the academic year following the move.

9. You must provide any supporting evidence that has been requested from you. No maintenance grants cheques or fee payments can be authorised until this is received. An offer may also be subsequently be withdrawn if this is not received.
10. If you receive financial support through deception or have made a false declaration you will be required to repay, in full, any monies paid to you in good faith. The Trustees also reserve the right to take any other action they deem to be appropriate