

**DATED 27/05/21**

**AGREEMENT FOR**

**CULTURAL PROGRAMME LOCAL CULTURAL CONSORTIA GRANT 2020-2024**

**BETWEEN**

**THE HISTORIC BUILDINGS AND MONUMENTS COMMISSION FOR ENGLAND**

**AND**

**LONDON BOROUGH OF TOWER HAMLETS**

This Agreement is made on the 27 day of May 2021

**BETWEEN**

Historic Buildings and Monuments Commission for England of 4<sup>th</sup> Floor, Cannon Bridge House, 25 Dowgate Hill, London, EC4R 2YA (“Historic England”)

And

London Borough of Tower Hamlets, Place Directorate, 2nd Floor, Town Hall, Mulberry Place, 5 Clove Crescent, London, E14 2BG (“Lead Partner”)

each a “Party” and together “the Parties”.

**1. BACKGROUND**

1.1 The High Streets Heritage Action Zones (“HS HAZ”) Programme is a nationwide initiative designed to secure lasting improvements to our historic high streets for the communities who use them.

1.2 As part of this overall initiative, and in partnership with Arts Council England and the National Heritage Memorial Fund, Historic England is making support and funding available for the development and production of the HS HAZ Cultural Programme (the “Cultural Programme”) with new partnerships on each of the 68 high streets participating in the HS HAZ Programme.

1.3 .

1.4 The Cultural Programme supported by this funding will be developed and delivered by the Cultural Consortia and local communities in each place. This cultural activity will celebrate the local character and heritage of the location, and make high streets a key place to experience and participate in culture.

**2. DEFINITIONS AND INTERPRETATION**

2.1 In this Agreement, the following words and phrases shall have the following meanings:

<b>“Agreement”</b>	means this agreement comprising the terms and conditions set out in this document, Annexe 1 (Project Design) and Annexe 2 (Milestones and Instalment Schedule/Spend Profile).
<b>“Confidential Information”</b>	means any information (however conveyed, recorded or preserved)

	<p>disclosed by a Party or its personnel to the other Party (and/or that Party’s personnel) whether before or after the date of this Agreement, including but not limited to any information that ought reasonably to be considered to be confidential (whether or not it is so marked) relating to the business, affairs or plans of the disclosing Party. Confidential Information shall not include information which:</p> <ul style="list-style-type: none"> <li>a) was public knowledge at the time of disclosure (otherwise than by breach of clause 19.1 of this Agreement);</li> <li>b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;</li> <li>c) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or</li> <li>d) is independently developed without access to the Confidential Information.</li> </ul>
<p><b>“Cultural Consortia”</b></p>	<p>means the regional partners as set out in the Project Design, responsible for designing and delivering the Projects.</p>
<p><b>“Cultural Consortia Lead”</b></p>	<p>means the lead of the Cultural Consortia as identified within the Project Design.</p>
<p><b>“Data Protection Legislation”</b></p>	<p>means unless and until it is no longer directly applicable in the UK, the General Data Protection Regulation (EU Regulation</p>

	2016/679) (the “GDPR”), the Data Protection Act (DPA) 2018 to the extent that it relates to processing of personal data and privacy, and all applicable laws and regulations relating to processing of personal data and privacy including where applicable the guidance and codes of practice issued by the Information Commissioner, in each case, to the extent in force, and as such are updated, amended or replaced from time to time, including any successor legislation to the GDPR or the Data Protection Act 2018
<b>“Data Controller”, “Data Processor”, and “Personal Data”</b>	take the meaning given in the Data Protection Legislation
<b>“EIR”</b>	means the Environmental Information Regulations 2004
<b>“FOIA”</b>	means the Freedom of Information Act 2000
<b>“HE Grant”</b>	means the sum specified in Annexe 2 Your Milestones and Instalments Schedule (Spend Profile) that Historic England will pay to the Lead Partner in accordance with the terms of this Agreement.
<b>“Intellectual Property Rights” “IP Rights”</b>	means copyrights, moral rights, patents, trademarks, trade or business names, service marks, design rights (registered or unregistered), database rights, rights in undisclosed or confidential information (such as know-how, trade secrets and inventions) (whether patentable or not), rights protecting goodwill and reputation, rights under licenses and consents in relation to these things and other similar intellectual property rights (whether registered or not) and any applications for these rights which may exist anywhere in

	the world.
<b>“Joint Allocation”</b>	means the monetary contribution of each Party as set out in the Spend Profile for the delivery of the Projects in the Project Design.
<b>“Key Post(s)”</b>	Shall be the posts of the Lead Partner as detailed in clause 13.2
<b>“Milestone(s)”</b>	means each element of the individual Projects set out in the Milestones and Instalment Schedule.
<b>“Milestones and Instalment Schedule”</b>	means the document setting out the Milestones and payment schedule at Annexe 2.
<b>“Programme Delivery Guidance”</b>	means the guidance document titled “High Streets Heritage Action Zones Programme: Programme Delivery Guidance” issued and updated by Historic England from time to time;
<b>“Projects”</b>	means the individual projects/activities detailed in the Project Design;
<b>“Project Design”</b>	has the definition given to it in clause 3.1
<b>“Recipient”</b>	means members of the Cultural Consortia that receive grant funding from the Lead Partner under the Cultural Programme.
<b>“Shared Personal Data”</b>	means the Personal Data the Parties agree to share under this Agreement
<b>“Spend Profile”</b>	has the definition given to it in clause 4.
<b>“Subsidy Rules”</b>	means the law applicable in the United Kingdom pursuant to Chapter 3 (Subsidy control), Title XI, Part 2 of the Trade and Cooperation Agreement between the European Union and the United Kingdom.
<b>“Term”</b>	has the definition given to it in clause 3.3.

2.2 In this Agreement, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;

- (b) reference to a gender includes the other gender and the neuter;
- (c) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
- (d) a reference to any law includes a reference to that law as amended, extended, consolidated or re-enacted from time to time;
- (e) the words "including", "other", "in particular", "for example" and similar words will not limit the generality of the preceding words and will be construed as if they were immediately followed by the words "without limitation";
- (f) references to "writing" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing will be construed accordingly; and
- (g) the headings in this Agreement are for ease of reference only and will not affect the interpretation or construction of this Agreement.

2.3 Where there is any conflict between the documents that make up this Agreement the conflict shall be resolved in accordance with the following order of precedence:

- (a) these terms and conditions;
- (b) Annexe 1 Project Design
- (c) Annexe 2 - Milestones and Instalments Schedule – The Spend Profile for your project which is sent with this Agreement.

## **ALLOCATION OF FUNDS**

3.1 Historic England and the Lead Partner agrees, pursuant to sections 77 of the Planning (Listed Buildings and Conservation Areas) Act 1990 (as amended), to make funds available in accordance with the programme and strategy for the delivery of cultural and community engagement activities set out in the document agreed between Historic England and the Cultural Consortia ("Project Design") which may be amended by the written agreement of the Parties in accordance with this Agreement.

3.2 Without prejudice to the Parties other rights and remedies, the HE Grant and the Joint Allocation may be varied only by written agreement between the Parties to this Agreement.

3.3 For the avoidance of doubt, the Agreement will commence on the date of this Agreement and end on 31 March 2024 (the "Term"). Subject to the terms of this Agreement, the Lead Partner may make offers of grant during the Term in accordance with Project Design and Spend Profile. All expenditure to be

reimbursed by the HE Grant must have been incurred before the end of the Term, unless otherwise agreed by Historic England.

#### **4 SPEND PROFILE**

- 4.1 The profile of the projected spend for the Term (the "Spend Profile") shall be reviewed at an agreed quarter - point as part of the review process pursuant to clause 12.
- 4.2 The Lead Partner is, and shall ensure the Recipient is, obliged to remain within the Spend Profile set out in Milestones and Instalments Schedule unless a variation is agreed in writing with Historic England in advance.

#### **5 THE PROJECT DESIGN**

- 5.1 The Project Design shall operate in accordance with the timetable set out within the same. Only Projects contained in the Project Design will be eligible for grant.
- 5.2 The Lead Partner must seek Historic England's prior written approval for revisions to the Project Design. Historic England reserves the right to attach any conditions it deems appropriate to any approval it provides pursuant to this clause 5.

#### **6 PUBLICITY**

6.1 The Lead Partner agrees to and shall obtain agreement from the Recipient that they will:

- (a) publicise the Project Design throughout the Term; and
- (b) acknowledge the provision of Historic England funding in accordance with Historic England's guidance or any other guidance as may be provided from time to time by Historic England or in such other manner as the Parties to this Agreement may, from time to time, agree.
- (c) acknowledge the investment of National Lottery funding and the involvement of National Heritage Memorial Fund ("NHMF") in all promotion and publicity materials produced in connection with the Project Design.

6.2 Historic England may make public the purpose and amount of funding provided in whatever way it shall think fit. This may include Recipients being requested to display a sign acknowledging Historic England's grant funding of the Projects at their location while they are in progress.

#### **7 INTELLECTUAL PROPERTY RIGHTS:**

7.1 Intellectual property rights:

- (a) The Lead Partner warrants that it has the necessary permission for either Party to use the photos, transparencies and images and other data the Lead Partner or Cultural Consortia provides, and it hereby grants Historic England a perpetual non-exclusive royalty free licence to use any IP Rights in such data prepared or developed pursuant to this Agreement. Historic England confirms that it will not use any IP Rights in such data for commercial gain.
- (b) The Lead Partner warrants that it has the necessary permission for NHMF and Arts Council England (“ACE”) to use the photos, transparencies and images and other data the Lead Partner or Cultural Consortia provides, and it hereby grants NHMF, ACE and their evaluators and researchers to use data and materials (including IP Rights) generated by the Project Design for the purpose of monitoring, evaluation, research and analysis and for the purpose of promoting the Cultural Programme;
- (c) The Lead Partner confirms that the data does not contain any Confidential Information.
- (d) All IP Rights in all data prepared or supplied by Historic England to the Lead Partner, the Lead Partner’s adviser or contractors shall remain the property of Historic England.
- (e) Historic England hereby grants a personal, non-transferable licence to the Lead Partner to use the IP Rights prepared or supplied by Historic England for the purpose of the Lead Partner performing their obligations under this Agreement and publicising and promoting the Project Design only and the Lead Partner is permitted to sub-licence the Recipient to use the same in order to promote the Project Design in accordance with clause 6.1.
- (f) Should the Lead Partner and/or the Recipient wish to commercially exploit any IP Rights generated by the Project Design, it shall
  - (i) seek the prior written consent of both Historic England and NHMF, and
  - (ii) be obliged to reinvest any profits generated as a result of the HE Grant to improve and develop the Project Design for the public benefit subject to the prior written consent and any additional conditions imposed by Historic England and NHMF;
- (g) the Lead Partner shall share non-confidential research and other knowledge and information with Historic England, NHMF, ACE and their partners and other grantees;
- (h) where requested by Historic England or NHMF, and provided that it would not cause the Lead Partner to breach its legal obligations, to share confidential research and information with Historic England, NHMF and ACE (which Historic England, NHMF and ACE shall not make public).



## **8 ADMINISTRATION OF THE PROJECT DESIGN**

- 8.1 The Lead Partner shall be responsible for the administration and management of the Project Design and, in particular, shall target funds in accordance with the Projects set out in the Project Design, assess and determine applications for grant, make offers of grant, inspect Projects in progress and on completion, and make payments of grant. These responsibilities shall be discharged in accordance with the conditions of this Agreement and such other rules and criteria as may from time to time be agreed by Historic England and the Lead Partner.
- 8.2 Offers of grant made under this Agreement shall not exceed in total the agreed Joint Allocation and Historic England shall not be liable to make any payments to the Lead Partner in excess of its agreed allocation.
- 8.3 Unless otherwise agreed with Historic England in writing in advance, a grant must not be offered if the Projects for which it is sought has commenced prior to submission of the application, or if such work commences thereafter and has not specifically been agreed to by both Parties as part of the approved Project Design.
- 8.4 The Lead Partner shall ensure that the Recipient complies with the Government Code of Conduct for General Grants.

## **9 PROCUREMENT**

- 9.1 The Lead Partner must ensure that it complies with the Public Contract Regulations 2015 and any applicable internal procurement rules, regulations and procedures when awarding contracts. In addition, the Lead Partner is responsible for ensuring the Recipients comply with the Public Contract Regulations 2015 where applicable.

## **10 GRANT PAYMENTS**

- 10.1 Historic England will only release payment to the Lead Partner in accordance with the Spend Profile unless otherwise agreed in writing between the Parties. The Lead Partner will only release payment to the Recipient in accordance with the completed Milestones as set out in the Spend Profile unless otherwise agreed in writing with Historic England.
- 10.2 The Lead Partner shall, each quarter, submit to Historic England returns of grants paid to Recipients endorsed by an authorised signatory of the Lead Partner together with copies of any supporting documentation supplied to the Lead Partner in relation to the Projects. If no payments have been made, a nil return should be submitted.

- 10.3 The Lead Partner shall comply with the monitoring and evaluation requirements as described in the Section 7 of the Programme Delivery Guidance (“Monitoring and evaluation of the High Streets Heritage Action Zones Programme”) and as agreed in the Project Design.
- 10.4 Provided the returns set out in Clause 10.2 are completed, and in accordance with the terms of this Agreement, Historic England shall pay the Lead Partner by BACS within 30 days of receipt of a valid claim.
- 10.5 The Lead Partner shall keep and make available to Historic England upon reasonable request any correspondence, specifications, plans, drawings, invoices, or such other information as Historic England may reasonably require relating to any grant offered under the Project Design for a period of six years after the end of the Term.
- 10.6 All payments of the HE Grant in accordance with this Agreement will be deemed to be inclusive of all VAT and Historic England shall not be obliged to pay any amount over and above the amount of the HE Grant.

## **11 GRANT REPAYMENT**

- 11.1 The whole or any part of the HE Grant (in so far as it shall have been paid) shall become repayable by the Lead Partner to Historic England (and Historic England reserve the right to withdraw any future payments of the HE Grant) if in Historic England’s reasonable opinion:
- 11.1.1 the Lead Partner’s application for grant or other material subsequently submitted to Historic England is shown to have been completed fraudulently or materially misleading or inaccurate information has been provided to Historic England;
  - 11.1.2 the Lead Partner has acted negligently or fraudulently in connection with this Agreement;
  - 11.1.3 the HE Grant has been used for ineligible costs;
  - 11.1.4 payments of the HE Grant to the Council or grants paid to Recipients by the Council breach the Subsidy Rules; or
  - 11.1.5 the Lead Partner cease to exist or are declared bankrupt or are placed into receivership or liquidation or are the subject of an administration order.
- 11.2 The Lead Partner agrees that upon receipt of notice requiring repayment the Lead Partner shall repay the sums required within 20 days of receipt of such notice, unless otherwise agreed with Historic England in writing.
- 11.3 Where the Lead Partner recovers any grant monies from a Recipient due to a breach by the Recipient of its obligations under a grant agreement or otherwise, it shall return to Historic England the recovered

monies provided to the Recipient, unless otherwise agreed with Historic England in writing. The Lead Partner shall repay the sum to Historic England within a period of 20 days after it has received the monies from the Recipient, unless otherwise agreed with Historic England in writing.

## 12 REVIEW PROCESS

- 12.1 The Lead Partner and Cultural Consortia Lead shall undertake a yearly review of the Project Design in liaison with Historic England, to monitor progress and consider revisions as necessary. The Instalments and Milestones Schedule issued with this Agreement will state that a progress report is required from the Lead Partner to Historic England quarterly throughout each financial year the project is active. A final, more detailed review must be submitted to Historic England before the Agreement is due to expire to determine whether the objectives of the Project Design have been achieved.
- 12.2 If, in the Lead Partner’s or Historic England’s reasonable opinion either or both Parties believe that the Lead Partner will not have offered the total Joint Allocation by the end of the Term then Historic England reserves the right to withdraw the uncommitted balance of its allocation before the end of the Term.

## 13 STAFFING

- 13.1 In accordance with the Project Design, the Lead Partner shall make available, and shall ensure that members of the Cultural Consortia shall make available, and continue to make available, adequate and appropriate staff resources for the ongoing promotion, management, administration and implementation of the Project Design.
- 13.2 Post Title/s

(Please insert post titles and contact details of at least two members of staff of the Lead Partner)

<b>Post 1:</b>		<b>Post 2:</b>	
<b>Name</b>	Anna Zucchelli	<b>Name</b>	Michael Ritchie
<b>Job Title</b>	Heritage at Risk Projects Officer	<b>Job Title</b>	Place Shaping Team Leader
<b>Employer</b>	London Borough of Tower Hamlets	<b>Employer</b>	London Borough of Tower Hamlets
<b>Address</b>	Place Directorate, 2nd Floor, Town Hall, Mulberry Place, 5 Clove Crescent, London, E14 2BG.	<b>Address</b>	Place Directorate, 2nd Floor, Town Hall, Mulberry Place, 5 Clove Crescent, London, E14 2BG.

<b>Tel:</b>	0207 364 6602	<b>Tel:</b>	020 7364 3640
<b>E-Mail:</b>	anna.zucchelli@towerhamlets.gov.uk	<b>E-Mail:</b>	Michael.Ritchie@towerhamlets.gov.uk

13.3 Should there be any change in the Key Post(s) or should they cease for any reason to discharge the functions they currently fulfil in respect of the Project Design for a period of longer than one month, the Lead Partner shall notify Historic England within 14 days of the fact, and of what measures are to be taken to fill the Key Post(s). Any change to Key Post(s) must be approved in advance in writing by Historic England, such approval not to be unreasonably withheld or delayed.

#### 13.4 Historic England

The focal point at the local Historic England office, to whom all correspondence and requests for advice should be sent, shall be:

<b>For technical and administrative matters:</b>	
<b>Name</b>	Cultural Programming Team
<b>HSHAZ CP Lead</b>	Simon Boase
<b>Historic England</b>	
<b>Office</b>	Cannon Bridge House
<b>Address</b>	4th Floor, Cannon Bridge House, 25 Dowgate Hill, London, EC4R 2YA
<b>E-Mail:</b>	<a href="mailto:CulturalProgramme@historicengland.org.uk">CulturalProgramme@historicengland.org.uk</a>

## 14 TERMINATION

14.1 Any Party to this Agreement may terminate it at any time by giving not less than 3 months' notice in writing. Unless otherwise agreed with Historic England, the Lead Partner must not make any offers of grant after a notice under this clause 14 has been given.

14.2 Historic England may without prejudice to any other right terminate this Agreement in writing with immediate effect if:

- (a) the Lead Partner commits a material breach of any of its obligations under this Agreement and (where capable of remedy) fails to take all reasonable steps to remedy such default within such reasonable time as may be specified by Historic England;

(b) the High Street Heritage Action Zone agreement between Historic England and the Lead Partner is terminated.

14.3 Termination shall neither affect the validity of grants properly offered or paid in accordance with the terms of this Agreement before the date of notice of termination, nor the Lead Partner's right to be reimbursed by Historic England in respect of such grants under the provisions of this Agreement.

14.4 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement including the definitions and interpretations noted at the start of this document, shall remain in full force and effect.

14.5 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry.

## **15 WAIVER**

15.1 A failure or delay in exercising any right or remedy provided under this Agreement or by law shall not be construed as a waiver of that or any other right or remedy.

## **16 ASSIGNMENT/SUBCONTRACTING**

16.1 The Lead Partner shall not assign, sub-contract or transfer this Agreement or any part thereof without the prior consent in writing of Historic England.

## **17. SEVERANCE**

17.1 If any provision of this Agreement is held by any competent authority to be invalid, unlawful or unenforceable in whole or in part, the validity, lawfulness and enforceability of the other provisions of this Agreement and the remainder of the provision in question shall not be affected thereby.

## **18. DATA PROTECTION**

18.1 This clause 18 sets out the framework for the sharing of Personal Data between the Parties where they are acting as Data Controllers in respect of the Shared Personal Data in connection with this Agreement:

(a) Each Party acknowledges that a party (the "**Data Discloser**") will regularly disclose for the purposes of this Agreement to another party or other parties (the "**Data Recipient(s)**") Shared Personal Data collected by the Data Discloser;

(b) The Parties shall comply with all the obligations imposed on a Data Controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one Party shall, if not remedied within 30 days of that breach, give grounds to the other Party to terminate this Agreement with immediate effect;

- (c) Each Party acknowledges that the Data Recipient(s) was not involved in the collection of Shared Personal Data initially collected by the Data Discloser and provided to the Data Recipient(s). The Data Discloser shall ensure that it collects and processes such Shared Personal Data in accordance with the Data Protection Legislation;
- (d) Each Party shall ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Data Recipient(s) for the purposes of this Agreement;
- (e) The Data Recipient(s) shall process the Shared Personal Data only for the purposes of this Agreement;
- (f) Each Party shall be separately responsible for compliance with its obligations under the Data Protection Legislation, in its capacity as Data Controller of the Shared Personal Data processed for the purposes of this Agreement, in respect of:
  - (i) the security of the Shared Personal Data when under its control;
  - (ii) any transfers of the Shared Personal Data outside the EEA for which that Party is responsible; and
  - (iii) any requests received from individuals in respect of their rights under the Data Protection Legislation exercised in respect of the Shared Personal Data in that Party's possession and/or control.

18.2 Each Party shall provide to the others such reasonable co-operation and assistance as may be necessary in relation to the Shared Personal Data including in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities.

18.3 Each Party shall (and shall procure that any of its staff involved in connection with the Project Design shall) comply with any notification requirements under the Data Protection Legislation.

18.4 Historic England's full privacy and cookies policy can be viewed at <https://historicengland.org.uk/terms/privacy-cookies/>

## **19 CONFIDENTIALITY**

19.1 Except to the extent set out in clause 19.2 or where disclosure is expressly permitted, each Party shall treat Confidential Information belonging to the other Party as confidential and shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party.

19.2 Neither Party shall be prevented from disclosing any Confidential Information obtained from the other Party:

19.2.1 for the purpose of the examination and certification of: (i) its own accounts; or (ii) pursuant to section 6(1) of the National Audit Act 1983, the economy, efficiency and effectiveness with which the Party has used its resources; or

19.2.2 to any government department, provided that in disclosing information the Party only discloses the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate;

19.2.3 where disclosure is required by law, including under the FOIA or EIR.

## 20 INFORMATION ACTS

20.1 Both Parties acknowledge that the other Party is subject to the requirements of the FOIA and the EIR. Either Party may be obliged to release documents if the Party receives a FOIA or EIR request.

20.2 In respect of any FOIA or EIR request, the recipient of the request (“**Request Recipient**”) shall be responsible for determining whether any information, whether commercially sensitive information or otherwise, is exempt from disclosure in accordance with the provisions of FOIA or EIR or is to be disclosed in response to a request for information.

20.3 The Request Recipient undertakes to notify the other Party promptly (taking into account the timescales for responding to same) on receipt of any FOIA or EIR request relating to the other Party (or the Cultural Programme/HS HAZ programme where the Request Recipient is the Lead Partner) and to allow the other Party to make representations prior to substantively responding to any such request (taking into account the timescale for responding to FOIA and EIR requests) as to the confidential nature of any information requested or any other grounds on which the information should be withheld under the FOIA or EIR (or both).

## 21 SUBSIDY RULES

21.1 The Lead Partner hereby confirms that it has undertaken an assessment and obtained legal advice where necessary to ensure that the provision of the HE Grant awarded under this Agreement and provision of grants awarded to the Recipients comply with all applicable Subsidy Rules. The Lead Partner shall provide Historic England upon request with details of any exemption, where any such exemption is available under the Subsidy Rules, or any other justifications that the Lead Partner intends to rely upon with respect to the Project Design.

- 21.2 The Lead Partner acknowledges that Historic England may require all or part of any grant to be repaid if any information given or representation made in respect of the Subsidy Rules is found to be materially incorrect. The Lead Partner agrees that upon receipt of notice requiring repayment the Lead Partner shall repay the sums required within 20 days of receipt of such notice, unless otherwise agreed with Historic England in writing. The liability to meet such a demand shall be enforceable as a contractual debt. Historic England may require the Lead Partner to pay interest on any amount repayable in accordance with such rates as are appropriate pursuant to the Subsidy Rules.
- 21.3 Historic England reserves the right to vary the Subsidy Rules requirements within this clause in line with changes to any relevant legislation from time to time.

## **22 COMPLIANCE WITH ANTI-SLAVERY AND HUMAN TRAFFICKING LAWS AND POLICIES**

- 22.1 In performing its obligations under the Agreement, the Parties shall comply with all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force including but not limited to the Modern Slavery Act 2015.

## **23 DISPUTE RESOLUTION**

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

## **24 LIMITATION OF LIABILITY**

- 24.1 Historic England accepts no liability for any consequences, whether direct or indirect, that may come about from the delivery of the Project Design, the use of the HE Grant or from withdrawal of the HE Grant. The Lead Partner shall indemnify and hold harmless Historic England, its employees, agents,



officers or subcontractors 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 Lead Partner in relation to the Project Design, the nonfulfillment of obligations of the Lead Partner under this Agreement or its obligations to third parties.

24.2 Historic England’s liability under this Agreement is strictly limited to the payment of the HE Grant only.


**25 LAW**

25.1 This Agreement shall be subject to and interpreted according to the laws of England and Wales and shall be subject to the jurisdiction of the English Courts.

**26 COUNTERPARTS**

26.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts shall together constitute the one agreement. Delivery by electronic means is specifically permitted under this Agreement, be it by pdf, attachment to an email or by the delivery of an accessible web link to an executed counterpart.


An authorised signatory on behalf of the **Historic Buildings and Monuments Commission for England**

Signed.....  .....

**Name (capitals)** SIMON BOASE.....

**Position** HIGH STREETS CULTURAL PROGRAMME MANAGER

A duly authorised signatory for and on behalf of **Lead Partner**

Signed 

**Name (capitals) JENNIFER PETERS**

**Position- Director Planning and Building Control**