

AGREEMENT BETWEEN
(1) THE BRITISH LIBRARY BOARD

and

(2) HOST INSTITUTION

for an

ENDANGERED ARCHIVES PROJECT GRANT

BRITISH LIBRARY

WHEREAS

- (1) You have been selected by the British Library Board (unless the context otherwise requires, **we, us**) to receive a grant as part of the Endangered Archives Programme (the **Programme**) supported by the Arcadia Fund (**Arcadia**);
- (2) The grant funds of up to £[**amount in numbers**] ([**amount in words**] pounds sterling, the **Grant**) are to be applied in delivering the project entitled [**title**], full details of which are set out in your submission for the Programme dated [**date**], a copy of which is appended at Schedule 1 (subject to any amendments detailed at Schedule 4) (the **Project**);
- (3) The terms and conditions set out in this document, including its schedules, govern your use of the Grant for the delivery of the Project and constitute a legally binding contract between us (the **Grant Agreement**) which you agree to by accepting the Grant. This Grant Agreement supersedes and replaces any prior written or oral agreements, representations or understandings between us relating to the Project; and
- (4) This Grant Agreement reflects your understanding of the terms on which the Grant is provided and in signing this Grant Agreement, you desire to accept the Grant, and your signatory hereto represents to us that she/he has the authority to sign this Grant Agreement on your behalf;

IT IS HEREBY AGREED as follows:

1. General

- 1.1 Throughout this Grant Agreement, "You/your" refers to the Host Institution as named at Schedule 1 or 4.
- 1.2 This Grant Agreement should be read together with our Guide for Applicants. The Guide is for information only, and does not form part of the Grant Agreement between us.
- 1.3 You are responsible for all financial conduct and administration of the Grant and the Project and will provide facilities for the Project and meet any other expenses you incur which do not form part of our contribution to the Project.

2. Purpose of the Grant

- 2.1 You will use the Grant only for the delivery of the Project in accordance with this Grant Agreement.
- 2.2 You must deliver the Project:

- 2.2.1 with due care and diligence, in a professional and ethical manner, to reasonable standards of research integrity, methodology and quality and acting at all times in good faith;
- 2.2.2 in compliance with the terms of this Grant Agreement and any agreed milestones, timescales or deadlines; and
- 2.2.3 in compliance with all applicable laws and regulations.

3. The Grant

- 3.1 The total amount of the Grant is set out in the budget and payment schedule at Schedule 2 (the **Budget**). This amount is fixed for the duration of the Project.
- 3.2 Where you intend to accept additional funding from a third party for the Project, you must notify us in advance of your intention to do so and, where such funding is obtained, you must provide us with details of the amount and purpose of that funding. You agree and accept that you will not apply for duplicate funding in respect of any part of the Project or any related costs that we are funding in full.
- 3.3 You warrant to us that all information which you have provided (as detailed at Schedule 1 to this Agreement) was and remains accurate.
- 3.4 You warrant to us that all information which you will supply pursuant to this Grant Agreement shall be accurate at the time it is given.
- 3.5 You understand that we have relied upon and will rely upon the information which you have provided in order to make decisions. No disclaimer or other statement that precludes the right of any person to rely upon such information shall apply with respect to this Grant Funding Agreement.
- 3.6 You acknowledge that the Grant has been offered to you to carry out the Project within the time limits set out in this Grant Funding Agreement and the other objectives set out in this Grant Funding Agreement.
- 3.7 You accept that in making the offer of the Grant, we are in no way underwriting the Project, or providing any representation, commitment or guarantee as to the provision of funding or any further funding.
- 3.8 You covenant with us that you shall at all times act with the utmost good faith towards us and will at all times co-operate fully with us; will comply with all our reasonable requirements in relation to the Project from time to time; and will not do anything which will put the British Library in breach of any of its obligations in relation to the Project including any obligations to Arcadia of which you are notified or ought reasonably to be aware.

4. Timings

- 4.1 You must:
 - 4.1.1 make every effort to start the Project on or around the date stated in Schedule 1 or as may have been varied in Schedule 4 (the **Start Date**);
 - 4.1.2 inform us as soon as possible if you are unable to do so for reasons outside your control so that we can agree a new Start Date with you; and

- 4.1.3 provide us with written confirmation of the actual Start Date within one calendar month.
- 4.2 You must:
- 4.2.1 make every effort to conclude the Project by the date stated in Schedule 1 (the **End Date**); and
- 4.2.2 inform us as early as possible of any likely delays to delivery of the Project, in which circumstances we may agree a new End Date with you.
- 4.3 The Grant must be expended between the Start Date and the End Date. Any costs incurred outside this time period may not be met from the Grant.
- 5. Payment of the Grant**
- 5.1 The Grant will be paid to you in accordance with the payment schedule set out at Schedule 2. The first payment is made in advance; subsequent payments are subject to receipt and approval of reports, images and metadata in accordance with Clause 12.
- 5.2 We will keep back a percentage of the Grant as detailed in Schedule 2 until we have approved your final report, statement of expenditure, and project outcomes at the end of the Project.
- 5.3 We will make all payments in pounds sterling by electronic bank transfer to the account identified in Schedule 3. If you need to change the account to which the Grant is paid, you must notify us of this in a Change Request (see Clause 12) providing full details of the new account.
- 5.4 While we will endeavour to pay the Grant in accordance with Schedule 2, the Grant or any part of it will only be paid to the extent that we have available funds. We will not be liable for any losses or costs (including but not limited to bank charges) if for any reason we do not make a payment or payments of any portion of the Grant on the date(s) agreed with you (or if we do not make a payment at all).
- 5.5 The Grant represents the maximum amount of funds that may be provided to you and is inclusive of any value added or other tax. We do not normally consider requests for an increase in the Grant, including in the event of:
- 5.5.1 any value added or other tax being payable by us or you as a result of the Grant, which taxes shall be met in full by you;
- 5.5.2 any overspend in your delivery of the Project; or
- 5.5.3 exchange-rate fluctuations which reduce the value of the Grant.
- 5.6 If any of the circumstances in Clause 5.5 arise such that the delivery of the Project is likely to be affected, you must report this to us in writing in line with Clauses 6.1 and 12.2.3.
- 5.7 Should any part of the Grant remain unspent upon completion of the Project for any reason, you undertake to return the unspent monies to us as soon as possible and in any event within three months of the End Date. In addition, we reserve the right to deduct any underspend which is recorded in any Report, or any part of the Grant which is not recorded as having been spent on the Project, from any outstanding payment of the Grant.

6. Changes to the Project

- 6.1 We understand that you may encounter circumstances that require you to significantly to modify elements of the Project. You must report such circumstances in writing in line with Clause 12.2.3. Any significant changes require our prior written approval at our absolute discretion. Where changes are made without our prior written agreement, we will withhold or reclaim any funds that have not been used for the approved purpose.
- 6.2 A proposal for the Project to be taken on by another host institution will only be considered at our absolute discretion. For such a proposal to be considered the prior written agreement of the Project Lead identified in Schedule 1 or as may have been varied in Schedule 4 must be submitted together with a detailed proposal submitted using a Change Request Form. In the event that any such proposal is taken forward it is likely that this agreement will need to be terminated and a new agreement made with the new institution put in place, which may involve imposing additional conditions and detailed timescales on both you and the proposed new host institution.
- 6.3 You must obtain our prior written approval, using a Change Request form as soon as possible but in any event no later than three months before the End Date if you wish to extend the time period for delivery of the Project. Such extensions, without additional funding, are at our absolute discretion and will only be granted in exceptional circumstances.

7. Accounting for the Grant

- 7.1 The Grant must be held and accounted for in such a way that at all times the use made of the Grant and compliance with this Grant Agreement can be monitored. The Grant shall be shown in your accounts as a restricted fund and shall not be included under general funds.
- 7.2 You will keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received from us.
- 7.3 Any part of the Grant that has been paid over to you but which has not yet been applied for the purposes of the Project shall be held, pending its application, for the purposes of the Project and subject thereto in trust for us absolutely.

8. Budget variations

- 8.1 The Project is to be managed and accounted for in accordance with the approved budget set out at Schedule 2 (the **Budget**).
- 8.2 You may transfer up to £1,000 between most of the grant budget headings without our prior approval.
- 8.3 Transfers of more than £1,000 per budget heading must be approved by us in writing by filing a Change Request form before you make the transfer.
- 8.4 Details of all transfers, the reasons for the change and the overall impact on the Project must be included in your Reports.

9. Project team appointments

- 9.1 You will inform us of any changes to the members of the project team identified in Schedule 1 or Schedule 4, including salary details where relevant, in the relevant

Report in accordance with Clause 12. Any appointments which you make are made at your own risk and no person engaged or employed by you shall be an employee or contractor of us nor enjoy any contractual relationship with us by virtue of this Grant Agreement.

10. Equipment

- 10.1 You may only use the Grant to purchase the equipment listed in the Appendix to Schedule 1 or in Schedule 4. Where possible you must ensure that the procurement of any such equipment:
- 10.1.1 meets best practice, is untied and free of self-interest, uses transparent processes, fair and open competition, and good contract management, including prevention of malpractice;
 - 10.1.2 is sourced from suppliers who clearly offer value for money, and follow fair and acceptable workplace practices; and
 - 10.1.3 complies with applicable financial policies and procedures.
- 10.2 If you wish to buy other equipment, you may only do so by transferring funds between budgets in compliance with Clause 8 or through the Change Request process.
- 10.3 You must not allow project equipment paid for with award funding to be used for any non-Project activity or by anyone not working on the Project, until after the Project ends.
- 10.4 Project equipment paid for out of the Grant will belong to you from the date of purchase.
- 10.5 You must transfer ownership of all Project Equipment purchased with the Grant to the Local Archive Partner identified in Schedule 1 or as varied in Schedule 4 at the end of the Project.
- 10.6 You must notify us of all transfers of ownership in your final Project Report.
- 10.7 You may not buy equipment for the Project (other than that which has already been budgeted for) in the final six months of the Project without our prior written approval following a Change Request.
- 10.8 If you wish to transfer ownership of any Project equipment during the lifetime of the Project, you must apply to us for our prior written approval by filing a Change Request. You may not charge or loan any Project- equipment at any time during the continuance of this Grant Agreement.

11. Record keeping and inspection

- 11.1 You must keep full, accurate, and clear records of receipts, invoices and expenditures under the Grant, as well as copies of reports submitted to us in accordance with this Grant Agreement, should be kept for at least six (6) calendar years following completion of the Project.
- 11.2 You will make these records available to us or our duly appointed agents on reasonable notice (which may be immediate if we have significant concerns about the management of the Project or spend) and at your expense.

- 11.3 Your audited or independently examined annual accounts must be made available to us as soon as they have been approved and in any event within ten months of the end of the relevant financial year. If you are not audited or examined as a matter of course, you must have the Project accounts examined by a recognised auditor or independent examiner at our request.
- 11.4 You must make your other financial books and records available to us for inspection at reasonable times and (at your cost) you must provide reasonable co-operation and assistance with any audit, inspection or investigation conducted by or on behalf of us.
- 11.5 If you cease to exist within the six (6) year period specified at Clause 11.1, you will notify us and we will have the right to request a copy of any books and records relevant to the Grant.

12. Reporting

- 12.1 You will closely monitor the delivery and success of the Project to ensure that the aims and objectives of the Project are being met in accordance with the terms of this Grant Agreement.

- 12.2 You must submit the following reports (**Reports**) where and when we so request:

12.2.1 Interim Reports: a concise progress report, together with a statement of actual expenditure against proposed expenditure and an update on progress on digitisation and metadata creation must be submitted in accordance with Schedule 2. All financial reporting on the Grant must be in GBP. All financial variations from the budget should be explained clearly and the overall impact on the Project considered. We may request an Interim Report at any time during the Project.

12.2.2 Change Request: If you wish or are required under this Grant Agreement to seek our prior written consent to make a change to the Project, you must do this by filing a Change Request. You must report in writing as soon as the need is identified any significant Project changes which occur and which are not covered by the last submitted Interim Report. Such written report must also be filed in the event that you receive notice of any legal claim, intention to take legal action or any other matter which may significantly impact the Project.

12.2.3 Final Report: You must submit this no later than three months after the End Date.

- 12.3 Statements of income and expenditure should be prepared from books and records maintained on a cash basis (i.e. recording when funds are actually received or expended).

- 12.4 All reports should use the then current Report form available on the Programme webpages at <http://eap.bl.uk>, unless an alternative format is expressly requested by the British Library in its absolute discretion.

13. Funding acknowledgement

- 13.1 You must acknowledge both Arcadia and British Library funding in all publications, conference presentations and public statements using the acknowledgment statement which we will communicate to you in writing.

- 13.2 You must provide us with the full citation (and where possible a copy of the work) of

any publication that includes the funding acknowledgment referred to in Clause 13.1.

13.3 Other than under Clause 13.1, you must not state or imply that the British Library or Arcadia funds or endorses your activities.

13.4 You must immediately withdraw any public statement, press release or other statement which refers to us or Arcadia if we ask you to.

14. Online, social media and other publicity approval

14.1 All press releases must be approved in advance by us.

14.2 You consent to us publicly sharing information about the Project by any means. We may publish edited extracts and publicity images from your project proposal or other project outputs in our Endangered Archives Programme webpages and use them to promote the Programme in general.

14.3 If you accept additional funding from a third party for the Project, you will not grant any rights in relation to acknowledgement or publicity to such third party without first consulting with us and obtaining our prior written consent to the form and content of such acknowledgement or publicity, which consent shall not be unreasonably withheld or denied.

15. Submitting content and metadata

15.1 You must submit sample images and metadata as set out in Schedule 2. Grant payments subsequent to the first instalment are dependent on digital content and metadata being signed off by us.

15.2 You must follow our digitisation and cataloguing guidelines and templates to ensure material is being copied and listed to the required standards.

15.3 You must deposit all Project outcomes and components with us and the Archival Partner(s).

16. Intellectual property rights

16.1 You must seek permission for in-copyright materials to be published under a *Creative Commons-Attribution-Non Commercial 4.0 Licence* (CC-BY-NC).

16.2 Except where we agree otherwise, papers and books produced and/or published with funding from the Grant must be made available for free, (i) via the internet, (ii) via local institutional repositories such as the Local Archival Partner or Host Institution or (iii) with us.

16.3 You agree to us preserving all digital materials resulting from the Project and to making and keeping them permanently available on the internet.

16.4 If it is culturally appropriate to restrict or withhold online public access completely, you must notify us of your reasons, and seek our written approval for alternative licence terms or a decision not to publicise materials or images at all.

16.5 You shall clear all third party intellectual property rights and related rights (e.g. copyright laws, database rights, performance rights) with copyright or cultural property owners both individual and collective before publication. It is your responsibility to ensure as far as is reasonably possible that your use of materials for the project does not infringe any third party rights or break any local or national laws.

Copies of use permissions granted by third party rights holders must be scanned and sent to us before publication and a summary of all third party rights must be included in your Final Report.

17. Commercial exploitation

You must obtain our prior written consent before undertaking or entering into any agreement with a third party in respect of the development, exploitation or commercialisation of intellectual property which has been wholly or partially funded by the Grant (**Project IP**). As a condition of our consent we may require you to enter into a revenue and equity sharing agreement in respect of the proposed use of Project IP.

18. Contacts and notices

- 18.1 Any notice you give to us in connection with this Grant Agreement must be emailed to the Programme Manager at: endangeredarchives@bl.uk.
- 18.2 We will email any notice we give to you in connection with these conditions to the email address set out in Schedule 1 (or any other address for formal service of notices which you inform us of).
- 18.3 We may each treat any notice which we serve in this way as being given on the date on which the email was sent.

19. Suspension and termination

- 19.1 We reserve the right, in our sole discretion, to discontinue funding if we are not satisfied with the progress of the Project or the content of any Report provided to us in accordance with this Grant Agreement.
- 19.2 We will be entitled to suspend or terminate the Project and require immediate repayment of all or part of the Grant if:
 - 19.2.1 in our reasonable opinion there is a serious failure on your part to administer and deliver the Project and you do not address, or are unable to address, that failure to our reasonable satisfaction within the time period for rectification which we notify to you;
 - 19.2.2 you are unable to use the Grant for the Project for any reason or we have reasonable grounds for believing that the Project will not be completed within a reasonable time (or at all);
 - 19.2.3 you act in a way which in our reasonable opinion has the potential to damage materially our reputation or goodwill, including without limitation if you make any statement or do anything which is derogatory or denigrating to the Library or Arcadia;
 - 19.2.4 we have reasonable grounds to believe that you or any other person or organisation acting for you failed to disclose information relevant to the making of the Grant or gave us any significantly misleading, dishonest or inaccurate information, whether deliberately or accidentally, during the application process, or during the course of the Project or that you have misused the Grant and/or are responsible for any fraud or theft in relation to it;
 - 19.2.5 you are unable to pay your debts as they become due and/or any

insolvency action is taken against you which is not discharged within 14 days;

- 19.2.6 you or members of your governing body, employees or volunteers become subject to an investigation or formal inquiry by the Police, Charity Commission, HM Revenue and Customs or other regulatory body in the United Kingdom or any other jurisdiction;
 - 19.2.7 we reasonably consider that there are serious concerns regarding your governance which may adversely affect the Project and/or damage materially our reputation or goodwill;
 - 19.2.8 you become insolvent or go into administration, receivership or liquidation and the Project has not been completed;
 - 19.2.9 you become subject to a change of control or make material changes to your purposes, structure or ownership during the Project or within a reasonable period after its completion, so as to prejudice the successful outcome of the Project;
 - 19.2.10 you become legally ineligible to hold the Grant;
 - 19.2.11 you apply for duplicate funding in respect of any part of the Project or any related administration costs that we are funding in full; and/or
 - 19.2.12 you fail to comply with any of the other terms and conditions of this Grant Agreement.
- 19.3 We may in addition suspend the Project if you fail to submit a Report on time, or submit a Report which does not include the information specified in Clause 12 and any other information specified in the Guide for Applicants or which indicates that you have deviated from approved Project objectives or delayed delivery of Project objectives without our prior written approval.
- 19.4 If we suspend the Project, we may:
- 19.4.1 continue our suspension for as long as we reasonably require in order to investigate our concerns; and
 - 19.4.2 impose additional conditions and require you to carry out remedial actions before we recommence payment of the Grant.
- 19.5 We accept no liability for any consequences, whether direct or indirect, of a suspension even if the investigation finds no cause for concern.
- 19.6 If we terminate the Project, we may at our sole discretion agree to cover winding down costs for the Project and any unavoidable expenditure commitments. If requested by us, you must promptly (and acting reasonably and in good faith at all times) co-operate with and assist us and any third party to facilitate the seamless and uninterrupted transfer of the delivery of Project to a third party or to us.
- 19.7 The termination grounds set out in this clause are cumulative and without prejudice to any rights that we have accrued under this Grant Agreement or any of the rights and remedies in this Grant Agreement.
- 19.8 Provisions of this Grant Agreement which are either expressed to survive its termination or, from their nature or context, are apparently intended to survive such

termination shall remain in full force and effect notwithstanding termination.

20. Liability

- 20.1 We accept no liability for any consequences, whether direct or indirect, that may come about from you running the Project, the use of the Grant or from withdrawal of the Grant and our liability under this Grant Agreement is strictly limited to the payment of the Grant.
- 20.2 In particular, we do not accept liability for:
- 20.2.1 any financial or other commitments which you make before the Grant is made;
 - 20.2.2 any expenditure which exceeds the amount of the Grant;
 - 20.2.3 employment costs associated with the Project.
- 20.3 You agree to indemnify and hold harmless us, our 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 your actions and/or omissions in relation to the Project, your non-fulfilment of obligations under this Grant Agreement or your obligations to third parties.

21. Insurance

- 21.1 You shall during the term of this Grant Agreement and for six (6) years after termination or expiry of the same, ensure that you have and maintain, at all times adequate insurance with an insurer of good repute to cover claims under this Grant Agreement or any other claims or demands which may be brought or made against you by any person suffering any injury damage or loss in connection with this Grant Agreement.
- 21.2 You will upon request produce to us your policy or policies of insurance or where this is not possible, a certificate of insurance issued by your insurance brokers confirming the insurances are in full force and effect together with confirmation that the relevant premiums have been paid.
- 21.3 You will also ensure that any subcontractors engaged by you in the performance of this Grant Agreement also maintain adequate insurance having regard to the obligations under this Grant Agreement which they are contracted to fulfil.

22. Confidentiality

- 22.1 In the event we make available to you confidential information relating to our business, staff, customers, financial matters, technical or other matters in the course of the activities contemplated by this Grant Agreement, then you shall maintain the confidentiality of such information and not disclose it to any third party nor use such information for any purpose except as expressly permitted by this Grant Agreement.
- 22.2 The obligations in Clause 23.1 shall not apply to data or information which you can clearly demonstrate:
- 22.2.1 was known to you prior to disclosure by us or is independently developed or conceived by you;
 - 22.2.2 was in or enters the public domain without misconduct or negligence on your part;

22.2.3 was made available to you by an unconnected third party with the lawful right to make such a disclosure; or

22.2.4 is required to be disclosed by law.

22.3 The provisions of Clause 23.1 shall survive for a period of three (3) years from the date of termination of this Grant Agreement.

23. Data Protection

23.1 By virtue of this agreement it is foreseen that both parties may come into possession of personal data and will agree to process it in a way that would be deemed compatible with the UK GDPR, the Data Protection Act 2018 (DPA), the General Data Protection Regulation (Regulation (EU) 2016/679) (GDPR) where EEA subject's data is processed and any regulations and secondary legislation as updated or amended from time to time. Should either party come into possession of any personal data belonging to the other party which they are required to process on behalf of the other party they agree to act as if they were a full data processor. For all other processing of personal data each party will do so as a data controller in their own right. For more information about how the Library uses personal data, please see our Privacy Policy at: <https://www.bl.uk/about-us/privacy-policy>.

24. Freedom of Information

24.1 You acknowledge that we are subject to the requirements of the UK's Freedom of Information Act 2000 (**FOIA**) and Environmental Information Regulations 2004 (**EIRs**). This means that we may be required by law to disclose information you have provided to us (including confidential information) and other information about the Project under UK law, subject to the exceptions and exemptions set out in the FOIA and EIRs. We may need to do this without consulting you and without your consent. We shall have no liability to you in relation to any such disclosure.

24.2 You shall:

24.2.1 promptly provide all necessary assistance and cooperation as reasonably requested by us to enable us to comply with its obligations under the FOIA and EIRs; and

24.2.2 not respond directly to any request for information unless authorised in writing to do so by us.

24.3 We will take reasonable steps to notify you of any request for information which relates to you or the Project to the extent that it is permissible and reasonably practical for us to do so but we will be responsible for determining in our absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

25. Bribery and corruption

25.1 You must not, in connection with this Grant Agreement or the Grant or the Project, offer, promise or give anything of value to any government official or to any person for the purpose of obtaining or retaining business or receiving favourable treatment.

25.2 You must comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption.

- 25.3 You must promptly report to us any request or demand for any undue financial or other advantage of any kind received by you in connection with the performance of this Grant Agreement or the Project.

As well as ensuring you comply with legal requirements, relevant parts of clauses 26 to 28 reflect our commitment to ensure that the funding we provide is used responsibly and in a manner which reflects our organisational values, including treating everyone with respect and compassion, and embracing equality, fairness and diversity.

26. Safeguarding children and vulnerable adults

If your Project involves working with children or vulnerable adults, you confirm that you have the necessary policies in place to safeguard them, that such policies are regularly reviewed, that all necessary vetting checks on staff, volunteers, consultants and advisors have been undertaken and that you are compliant with applicable safeguarding laws.

27. Equality Legislation

- 27.1 You must not, whether as an employer or provider of services and/or goods, discriminate against anyone on the basis of their age; being or becoming a transsexual person; being married or in a civil partnership; being pregnant or on maternity leave; disability; race (including colour, nationality, ethnic or national origin); religion, belief or lack of religion/belief; sex; or sexual orientation.
- 27.2 You must in delivering the Project comply with local regulations and policies relating to equality and diversity and you must adhere to the principles in our Equality and Diversity Policy, which is available on our website here: <https://www.bl.uk/aboutus/stratpolprog/diversity/equdivpol/>

28. Human Rights

- 28.1 In this Clause 29, **Human Rights** means internationally recognised human rights understood, at a minimum, as those expressed in the *International Bill of Human Rights*.
- 28.2 In delivery of the Project you must:
- 28.2.1 comply with all Human Rights laws, statutes, regulations and codes from time to time in force; and
 - 28.2.2 respect Human Rights, meaning that you must avoid infringing on the rights of others and address adverse Human Rights impacts with which you are involved.

29. General

- 29.1 If we choose not to enforce any part of this Grant Agreement, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or the rest of this Grant Agreement. And, if we cannot enforce any part of this Grant Agreement, this will not affect our right to enforce the rest of this Grant Agreement.
- 29.2 We may vary the terms of this Grant Agreement from time to time and at our sole discretion by written notice to you.

- 29.3 You must not assign, delegate, sub-contract, charge, mortgage or otherwise transfer any or all of your rights and obligations under this Grant Agreement without our prior written consent.
- 29.4 This Grant Agreement shall not create any partnership or joint venture between you and us, nor any relationship of principal and agent, nor authorise either of us to make or enter (or to represent that we have authority to) into any commitments for or on behalf of the other.
- 29.5 This Grant Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the UK's Contracts (Rights of Third Parties) Act 1999.
- 29.6 If any provision or part-provision of this Grant Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Grant Agreement.
- 29.7 This Grant Agreement shall be governed by and construed in accordance with the law of England and you and we irrevocably submit to the exclusive jurisdiction of the English courts.

In witness hereof the Parties hereto have affixed their signatures:

1) Signed by [●] for and on behalf of The British Library Board

Date:

2) Signed by [●] for and on behalf of [●institution]

[■Job title]

Date:

Schedule 1
Grant Summary and Application

Grant Reference No.	
Project Title	
Grant Amount	
Start Date	
End Date	
Grant Duration	
Pilot/Major/Area	
Project Lead	
Project Lead contact details	
Host Institution	
Host Institution contact details	
Local Archival Partner 1	
Local Archival Partner 1 contact details	
Local Archival Partner 2	
Local Archival Partner 2 contact details	
Local Archival Partner 3	
Local Archival Partner 3 contact details	

Schedule 1 Appendix:

- **Full Programme Proposal / Application**
- **Access, Permission & Copyright Declaration**
- **Risk Assessment**

Schedule 2
Budget and payment schedule

Budget Item	Amount (£)
Salaries	
Equipment	
Travel & subsistence	
Training	
Other costs	
TOTAL	

Payment profile	Date payable	Amount (£)
Stage 1 payment		
Stage 2 payment		
Stage 3 payment		
Final payment		
TOTAL		

Report due	Date due
Metadata samples	
Image samples	
Report 1	
Report 2	
Report 3	
Final report	

Schedule 3
Account details for remittance of Grant

Requested by Endangered Archives Programme

Contact tel no*	x7623 (<i>Ruth Hansford</i>)
Email address*	Ruth.hansford@bl.uk
Date submitted*	(To be added by EAP team)

Payment Terms: **IMMEDIATE**

Supplier Information. Project Lead / Host Institution to complete and return to: ruth.hansford@bl.uk

Grant Holders (Project Lead / Host Institutions) must provide additional evidence of bank account details, such as a copy of a bank statement with the transactions redacted, a blank cheque or paying-in slip. Bank account must be able to receive payments in GBP.

New Supplier?	Y / N
Project Lead Details	EAP _____
Host Institution name / institution	
Address – general	
Address – payment (if different)	
Telephone	
Contact name and email address (Host Inst finance dept)	Remittance advice: _____
BL contact (for PO)	ruth.hansford@bl.uk
Currency	GBP
Bank Account Name <i>That this must be exactly as written on your bank statements</i>	
Bank details UK suppliers only	Bank name: Sort code: Account number:
Bank details International suppliers <i>Note that banks must be able to receive payments in GBP</i>	IBAN: Swift: Account number: Routing number or IFSC (for India) if applicable:
Intermediary Bank details. International suppliers <i>You must check that the third-party intermediary bank accepts GBP payments.</i>	IBAN: Swift: Account number:

Schedule 4

Agreed variations to Schedule 1:

[insert any here]

APPENDIX 7