

# GRANT AGREEMENT TEMPLATE

## FOR REFERENCE ONLY

### British Library Endangered Archives Programme: «Major\_Pilot» Project Award Reference no.: «EAP\_ref» «Project\_Title»

The British Library Board (**we, us**) is pleased to confirm that «Host\_Institution» (**you**) have been selected to receive a grant as part of the Endangered Archives Programme (the **Programme**). The Programme is supported by the Arcadia Fund (**Arcadia**).

The grant funds of up to £«Amount\_awarded\_» (**amount in words** pounds sterling, the **Grant**) are to be applied in delivering the project entitled «Project\_Title», full details of which are set out in your submission for the Programme dated **date of application**, a copy of which is attached to this letter (the **Project**).

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.

#### 1. General

- 1.1 This Grant Agreement should be read together with our Guidelines for Applicants. The Guidelines are for information only, and do not form part of the contract between us.
- 1.2 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 normally 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.

### 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 (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 (see 12.2.2).
- 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 the final payment of the Grant 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 wish 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 accordance with Clauses 6.1 and 12.
- 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 significantly to modify elements of the Project. You must report such circumstances in accordance with Clause 12. Any significant changes require our prior written approval. 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 You must obtain our prior written approval (using a Change Request form) no later than three months before the End Date if you wish to transfer the Grant to another institution. We will only permit transfers to a different host institution with the prior written agreement of the Principal Applicant identified in Schedule 1. We may impose additional conditions as part of the approval process, including specifying the timescale within which any transfer must take place.
- 6.3 You must obtain our prior written approval (using a Change Request form) 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 only granted in exceptional circumstances.

## **7. Accounting for the Grant**

- 7.1 The Grant must be held in a separate bank and / or bookkeeping account so 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 We encourage you to hold the Grant in an interest-bearing account whenever feasible. Any interest earned on the Grant must be reported to us and either applied to the Project or returned to us.
- 7.4 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 in each calendar year between most of the grant budget headings without our prior approval.
- 8.3 The following transfers must be approved by us in writing (using a Change Request form) before you make the transfer:
- 8.3.1 transfers of more than £1,000 per budget heading in each calendar year; and/or
  - 8.3.2 transfers into or out of salary budget headings, which will be permitted only in exceptional circumstances.
- 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, including salary details where relevant, in a Change Request form 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 use the Grant to purchase the equipment listed in Schedule 1 only. 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 work place 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 using a Change Request form.
- 10.3 You must not allow project equipment paid for out of the Grant 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 Where:
- 10.5.1 the Project is not based at a host institution; or
  - 10.5.2 you are an Independent Researcher,
- you must transfer ownership of all Project equipment purchased with the Grant to the Local Archival Partner identified in Schedule 1 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 Project equipment during the lifetime of the Project, you must apply to us for our prior written approval.

## 11. Record keeping and inspection

11.1 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 If you are an institution:

11.3.1 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;

11.3.2 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;

11.3.3 and 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**):

12.2.1 Interim Reports: a concise progress report, using the standard form, including 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. The Interim Report form may also be used at any point during the Project, e.g. to accompany a Change Request.

12.2.2 Change Request: If you 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. This includes if you receive notice of a legal claim, intend to take legal action, or if there is any other matter which may significantly impact the Project. We may also ask for an Interim Report to support this.

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 Unless otherwise agreed, all reports should use the then current Report form available on the Programme webpages at <https://eap.bl.uk/Documentation-Grant-Holders>

### **13. Oversight**

- 13.1 We may monitor and conduct an evaluation of the use of the Grant, which may include visits from our personnel to your premises (or such other location where the Grant is being expended), observing your operations, discussing the Project with you or your personnel, and reviewing financial and other records and materials relevant to the Project and your governance procedures.
- 13.2 You agree to permit any person authorised by us reasonable access to your employees, agents, premises, facilities and records for the purpose of discussing, monitoring and evaluating the Project.

### **14. Funding acknowledgement**

- 14.1 You must acknowledge the support of both Arcadia and the British Library in all publications, conference presentations and public statements including all online publications, blogs and vlogs and all other social media and online media posts, publications and publicity using the acknowledgment statement which we will communicate to you.
- 14.2 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 14.1.
- 14.3 Other than under Clause 14.1, you must not state or imply that the British Library or Arcadia funds or endorses your activities.
- 14.4 You must immediately withdraw any public statement, press release or other statement which refers to us or Arcadia if we ask you to.

### **15. Online, social media and other publicity approval**

- 15.1 All press releases must be approved in advance by us.
- 15.2 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 web pages and use them to promote the Programme in general.
- 15.3 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.

### **16. Depositing outcomes and publication**

- 16.1 You must deposit all Project outcomes both with us and components with the Archival Partner(s).
- 16.2 You must follow our Copying Guidelines and Cataloguing Guidelines (metadata/listing guidelines) to ensure the material is being copied and listed to our required standards.
- 16.3 Within the first three months of the Grant, or as soon as digitisation has begun (whichever is sooner), you must submit digital and listing samples to us as set out in Schedule 2, so that we can check that you are complying with Clause 16.2.

### **17. Intellectual property rights**

- 17.1 The Endangered Archives Programme aims to promote open access to information. For this reason, you agree to make all materials resulting from the Grant publicly available for free via the internet (**Open Access**). This includes text, images, audio and video. You will

comply with our reasonable instructions and technical standards to ensure Open Access. In relation to copyright materials, you must seek permission for in-copyright materials to be published under a *Creative Commons-Attribution-Non Commercial 4.0 Licence*, in line with the guidance provided by us. We will only accept reasonable restrictions on the use of copies made under the Project. Subject to any agreed restrictions, we will make material provided by you available on our websites.

- 17.2 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.
- 17.3 You agree to us preserving all digital materials resulting from the Grant and to keeping them permanently available on the internet.
- 17.4 If it is culturally appropriate to restrict or withhold online public access, 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.
- 17.5 You are responsible for clearing 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.
- 17.6 It is your responsibility to provide us with up-to-date contact details even after the Project has ended. If you fail to do this, we will be unable to contact you and may in our sole discretion distribute images created as part of the Project for purposes that we deem appropriate.

## **18. 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.

## **19. Contacts and notices**

- 19.1 Any notice you give to us in connection with this Grant Agreement must be emailed to the Grants Manager at: [endangeredarchives@bl.uk](mailto:endangeredarchives@bl.uk) with a return receipt request where possible.
- 19.2 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), usually with a return receipt request.
- 19.3 We may each treat any notice which we serve in this way as being given on the date on which the email was sent.

## **20. Suspension and termination**

- 20.1 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.
- 20.2 We will be entitled to suspend or terminate the Project and require immediate repayment of all or part of the Grant if:

- 20.2.1 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;
- 20.2.2 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);
- 20.2.3 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 British Library or the Arcadia Fund;
- 20.2.4 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;
- 20.2.5 you [or *in the case of an institution*, members of your governing body, employees or volunteers] become subject to an investigation or formal inquiry by the Police or regulatory body in the United Kingdom or any other jurisdiction;
- 20.2.6 [*in the case of an institution* – 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;]
- 20.2.7 [*in the case of an institution* – you become insolvent or go into administration, receivership or liquidation and the Project has not been completed;]
- 20.2.8 [*in the case of an institution* – 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;]
- 20.2.9 you become legally ineligible to hold the Grant;
- 20.2.10 you apply for duplicate funding in respect of any part of the Project or any related administration costs that we are funding in full;
- 20.2.11 you fail to comply with any of the other terms and conditions of this Grant Agreement.
- 20.3 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 Guidelines or which indicates that you have deviated from approved Project objectives or delayed delivery of Project objectives without our prior written approval.
- 20.4 If we suspend the Project, we may:
- 20.4.1 continue our suspension for as long as we reasonably require in order to investigate our concerns; and
- 20.4.2 impose additional conditions and require you to carry out remedial actions before we recommence payment of the Grant.

- 20.5 We accept no liability for any consequences, whether direct or indirect, of a suspension even if the investigation finds no cause for concern.
- 20.6 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.
- 20.7 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.
- 20.8 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.

## **21. Liability**

- 21.1 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.
- 21.2 In particular, we do not accept liability for:
- 21.2.1 any financial or other commitments which you make before the Grant is made;
  - 21.2.2 any expenditure which exceeds the amount of the Grant;
  - 21.2.3 employment costs associated with the Project.
- 21.3 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.

## **22. Insurance**

You shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred in connection with the Project, arising out of your performance of this Grant Agreement, including death or personal injury, loss of or damage to property or any other loss.

## **23. Confidentiality**

- 23.1 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. You shall also maintain the confidentiality of the terms of and existence of this Grant Agreement.
- 23.2 The obligations in Clause 23.1 shall not apply to data or information which you can clearly demonstrate:
- 23.2.1 was known to you prior to disclosure by us or is independently developed or conceived by you;

- 23.2.2 was in or enters the public domain without misconduct or negligence on your part;
  - 23.2.3 was made available to you by an unconnected third party with the lawful right to make such a disclosure; or
  - 23.2.4 is required to be disclosed by law.
- 23.3 The provisions of Clause 23.1 shall survive for a period of five (5) years from the date of termination of this Grant Agreement.

## 24. Data Protection

- 24.1 You undertake to us that you shall comply with (and provide reasonable assistance to us to enable us to comply with) the duties and obligations imposed by all applicable legislation (whether primary or secondary), law, regulations and codes of practice relating to data protection and privacy from time to time (**Applicable Data Protection Legislation**). You shall not knowingly do or omit to do anything which would result in a breach by us of Applicable Data Protection Legislation.
- 24.2 If we provide you with any personal data (**Personal Data**), you shall:
- 24.2.1 comply with all of our instructions from time to time relating to the processing or use of the Personal Data;
  - 24.2.2 take appropriate technical and organisational measures against the unauthorised or unlawful processing of the Personal Data or accidental loss or theft or destruction of, or damage to, the Personal Data;
  - 24.2.3 promptly comply with any request from us requiring you to amend, transfer or delete the Personal Data;
  - 24.2.4 take all reasonable steps to ensure that Personal Data which are collected by you and/or provided to us are accurate and up-to-date.
- 24.3 Where you provide us with Personal Data relating to others (for example, those involved in the Project), we understand that you are authorised to provide that information to us, and that you have provided our and/or your Privacy Notice to them as appropriate. Our Privacy Notice is available on our website here: <https://www.bl.uk/about-us/privacy-policy>
- 24.4 If you receive any complaint, notice or communication which relates directly or indirectly to your use of Personal Data, you shall immediately notify us and shall at your own expense provide us with full co-operation and assistance in relation to any such complaint, notice or communication.
- 24.5 You shall ensure that access to any Personal Data is limited to those individuals who need access to the Personal Data to deliver the Project.
- 24.6 You shall not disclose the Personal Data to any third party other than at the request of us or as provided for in this Grant Agreement.

## 25. Freedom of Information

- 25.1 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.

25.2 You shall:

25.2.1 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

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

25.3 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.

## **26. Bribery and corruption**

26.1 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.

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

26.3 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 27 to 29 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.*

## **27. 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.

## **28. Equality Legislation**

28.1 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. This means that you must not treat people with these characteristics:

28.1.1 less favourably than others;

28.1.2 in a way which puts them at an unfair advantage by putting rules or arrangements in place that apply to everyone, but that put someone with one of these characteristics at an unfair disadvantage;

- 28.1.3 in a way which violates their dignity or creates an offensive environment for them; or
- 28.1.4 unfairly because they have complained about discrimination or harassment.
- 28.2 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/>

## 29. Human Rights

- 29.1 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*.
- 29.2 In delivery of the Project you must:
- 29.2.1 comply with all Human Rights laws, statutes, regulations and codes from time to time in force; and
- 29.2.2 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.

## 30. General

- 30.1 If we choose not to enforce any part of this contract, 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 contract. And, if we cannot enforce any part of this contract, this will not affect our right to enforce the rest of this contract.
- 30.2 We may vary the terms of this Grant Agreement from time to time and at our sole discretion, acting reasonably and in good faith, by written notice to you.
- 30.3 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.
- 30.4 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.
- 30.5 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.
- 30.6 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.
- 30.7 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.

## SIGNATURES

If this Grant Agreement reflects your understanding of the terms on which the Grant is provided, you should indicate your agreement to such terms by having the enclosed copy of this Grant Agreement countersigned by an appropriate officer and returned to us. In countersigning this Grant Agreement, such officer represents to us that she/he has the authority to sign this Grant Agreement on your behalf.

The agreement will be signed by the British Library and returned to you for your records.

### ACCEPTED AND AGREED

#### 1) PRINCIPAL APPLICANT / GRANT HOLDER

this \_\_\_\_ day of \_\_\_\_\_, 201[●]

Signed by «Full\_name»

)  
)-----  
Grant Holder

#### 2) HOST INSTITUTION

Signed by [●] for and on behalf of [«Host\_Institution»]

)  
)-----  
[■Director]

OR

#### LOCAL ARCHIVAL PARTNER

By signing below, the Local Archival Partner confirms its agreement to receive and store the original material and/or the master digital copy in accordance with the role of the Local Archival Partner set out in the Project proposal.

this \_\_\_\_ day of \_\_\_\_\_, 201[●]

Signed by [●] for and on behalf of  
[«Archival\_Partner»]

)  
)-----  
[■Director]

#### 3) BRITISH LIBRARY

this \_\_\_\_ day of \_\_\_\_\_, 201[●]

Signed by Sam van Schaik for and on behalf of The  
British Library Board

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**Schedule 1**  
Grant Summary and Application

Grant Reference No.	«EAP_ref»
Principal Applicant / Grant Holder	«Full_name»
Project Title	«Project_Title»
Grant Amount	«Amount_awarded_»
Start Date	«Start_date»
End Date	«End_date»
Grant Duration	«Duration_months»
Pilot/Major	«Major__Pilot»
Contact email	«Email»
Host Institution	«Host_Institution»
Contact Details	«Address»
Local Archival Partner	«Archival_Partner»
Local Archival Partner contact details	«Archival_partner_address»
For office use: PO	

**Schedule 2**  
Budget and payment schedule

Budget Item	Amount (£)
Salaries	
Equipment	
Travel & Subsistence	
Training	
Other Costs	
<b>TOTAL</b>	«Amount_awarded_»

Payment profile	Date payable	Amount (£)
Stage 1 payment	«Payment_1_date»	«Payment_1_amount»
Stage 2 payment	«Payment_2_date»	«Payment_2_amount»
Stage 3 payment	«Payment_3_date»	«Payment_3_amount»
Final payment	«Final_payment_date»	«Final_payment_amount»
<b>TOTAL</b>		«Amount_awarded_»

Report due	Date due	Required documents
Metadata samples	«Samples_due»	
Image samples	«Samples_due»	
Report 1	«Report_1_due»	
Report 2	«Report_2_due»	
Report 3	«Report_3_due»	
Final report	«Final_report_due»	

**Schedule 3**  
Account details for remittance of Grant

**Requested by Endangered Archives Programme**

EAP Contact	Ruth Hansford x7623 <a href="mailto:ruth.hansford@bl.uk">ruth.hansford@bl.uk</a>
Date submitted by EAP	

Payment Terms: IMMEDIATE

**Supplier Information**

To be completed by Grant Holder and Host Institution and returned to: [ruth.hansford@bl.uk](mailto:ruth.hansford@bl.uk)

New Supplier?	Y / N	
Grant Holder Details	EAP _____	
Bank Account Name		
Address – general		
Address – payment (if different)		
Telephone		
Contact name and email address	Remittance:	
	PO: <a href="mailto:ruth.hansford@bl.uk">ruth.hansford@bl.uk</a>	
Currency	GBP	
Bank details UK suppliers only	Bank Name	
	Sort Code	
	Account No	
<b>Bank Details – International Suppliers</b>		
	<i>Main Bank</i>	<i>Intermediary Bank (if used)</i>
Bank Name		
Swift Code		
Account No		
IBAN (if used)		
<i>Routing No: for (USA, Australia, New Zealand, India, S. Africa)</i>		
<i>Other information required by banks e.g Payment Reason, Registered name</i>		