

DATED

20[]

(1) THE FROEBEL TRUST

and

(2) [NAME OF GRANT RECIPIENT]

DEED OF GRANT

relating to [

]

DEED OF GRANT OF CHARITY FUNDS

DATE:

20[]

PARTIES

- (1) THE FROEBEL TRUST, a company limited by guarantee (company number 7862112) and a charity registered with the Charity Commission of England and Wales (charity number 1145128) whose registered office is at Clarence Lodge, Clarence Lane, Roehampton, London SW15 5JW (the **Funder**); and
- (2) [NAME OF GRANT RECIPIENT], [RELEVANT DETAILS OF LEGAL STRUCTURE] whose principal address is at [ADDRESS] (the **Recipient**).

BACKGROUND

- (A) The Funder is a charity established to promote for the public benefit the advancement and understanding of Froebelian principles of education in learning within the United Kingdom and the international field.
- (B) *[Insert any relevant details of the Recipient].*
- (C) The Recipient is carrying out a project which falls within the objects of the Funder.
- (D) The Funder wishes, in furtherance of its objects, to make a grant of funds to the Recipient on the terms and conditions of this Deed.
- (E) This Deed is intended to ensure that the grant of funds is used for the purpose for which it is awarded.

NOW THIS DEED WITNESSES AS FOLLOWS:

1 Definitions and interpretation

- 1.1 In this Deed the following words and phrases shall have the following meanings unless the context otherwise requires:

Background IPR means any and all Intellectual Property Rights acquired by the relevant party to this Deed prior to or outside the Project or the Deliverables but reasonably necessary for the Project or for the Proper Use of the Deliverables;

Bribery Act means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any

	guidance or codes of practice issued by the relevant government department concerning the legislation;
Business Day	means a day other than a Saturday, Sunday or public holiday in England;
Commencement Date	means [<i>start date</i>];
Deed	means this deed, including the Schedules;
Deliverables	means [<i>describe any materials that the Recipient will create that are intended to be subject to the Intellectual Property provisions at clause 9</i>];
Electronic Communication	has the same meaning as in the Electronic Communications Act 2000;
Funded Research	means research that is funded in whole or in part by the Funder, either alone or with other funders;
Grant	means the total sum specified in the Grant Award Letter (which shall be inclusive of VAT if payable), to be paid to the Recipient in accordance with this Deed;
Grant Award Letter	means the letter sent by the Funder to the Recipient, in which the award of the Grant was confirmed;
Grant Period	means the period for which the Grant is awarded starting on the Commencement Date and ending on [<i>date by which the Grant must be spent</i>];
Instalments	means the instalments in which the Grant is to be paid, as detailed in Schedule 2;
Intellectual Property Rights	means all patents, rights to inventions, copyrights and neighbouring and related rights, trade marks, domain names, rights in get-up, goodwill, the right to sue for passing-off, database rights, rights in Know-How, rights in confidential information, and design rights, in each case whether registered or not, and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from any of the foregoing and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
Know-How	means information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale;
Prohibited Act	Means:

- (a) committing any offence:
 - (i) under the Bribery Act;
 - (ii) under legislation creating offences in respect of fraudulent acts; or
 - (iii) at common law in respect of fraudulent acts in relation to this Deed or any other dealings with the Funder; or
- (b) defrauding or attempting to defraud or conspiring to defraud the Funder;

Project means the purposes for which the Grant shall be applied, as set out in the Proposal [and as further described in Schedule 1];

Proper Use means publication, modification, adaptation, analysis, criticism, study, development, practical application, and any other proper use, in each case in any format or by any means;

Proposal means the proposal sent by the Recipient to the Funder as part of its application for the Grant, a copy of which is attached at Schedule 1;

writing means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise, which shall include faxes and email but excludes any other form of Electronic Communication.

1.2 Unless otherwise stated, a reference to a clause, sub-clause or Schedule is a reference to a clause or a sub-clause of, or a Schedule to, this Deed.

1.3 Clause headings are for ease of reference only and do not affect the construction of this Deed.

2 Purpose for which the Grant is made

The Funder is willing to give the Grant only for the Project and in accordance with the terms and conditions set out in this Deed.

3 Extent of Grant

The Recipient acknowledges and accepts that, unless otherwise agreed in writing between the parties, there will be no additional funding available, over and above the Grant, from the Funder for the Project and hence any liabilities incurred by the Recipient in carrying out the Project, including any redundancy liabilities for staff employed by the Recipient to carry out the Project,

must be managed and paid for by the Recipient using the Grant or other resources of the Recipient.

4 Payment of the Grant

- 4.1 Subject to clause 12, the Funder shall pay the Grant to the Recipient in the Instalments, subject always to the necessary funds being available when it would be due to make a payment.
- 4.2 The Recipient agrees and accepts that payments of the Grant can only be made to the extent that the Funder has available funds.
- 4.3 No Grant or any part thereof shall be paid unless and until the Funder is satisfied that such payment will be applied properly for the Project.
- 4.4 The Recipient acknowledges that the Funder is under an obligation to ensure that the useful results of Funded Research are put into the public domain and applied for public benefit. By accepting the Grant, the Recipient agrees subject to the provisions of clause 9 to provide free and open access to the anonymised results of any Funded Research.
- 4.5 The amount of the Grant shall not be increased in the event of any overspend by the Recipient in carrying out the Project.
- 4.6 The Recipient shall promptly repay to the Funder any money incorrectly paid to it either as a result of an administrative error or otherwise, including (without limitation) where an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient. The Recipient acknowledges and declares that, until such money is repaid to the Funder, the Recipient shall hold such money on trust for the Funder absolutely.

5 Application of the Grant

- 5.1 The Recipient acknowledges that it receives the Grant on a restricted basis and shall hold and apply the Grant in accordance with this Deed.
- 5.2 The Recipient shall apply the Grant only for the Project and shall not without the prior written approval of the Funder (which may be refused at the Funder's absolute discretion):
 - 5.2.1 apply the Grant for any other purpose; or
 - 5.2.2 make any material change to the Project.
- 5.3 The Recipient shall deliver the Project within the Grant Period to the reasonable satisfaction of the Funder.
- 5.4 Subject to clause 5.5, the Recipient shall not spend any part of the Grant after the end of the Grant Period.
- 5.5 If any part of the Grant remains unspent at the end of the Grant Period, the Recipient shall ensure that any unspent Grant monies are returned to the Funder or, if authorised in writing by the Funder, shall be entitled to retain the unspent monies to use for the Project or for such charitable purposes (within the objects of the Funder and, where appropriate, of the Recipient) as may be approved by the Funder and accepted by the Recipient.

6 Accounts and records

The Recipient shall:

- 6.1 [ensure that the Grant is shown in the Recipient's accounts as a restricted fund and is not included under general funds;]
- 6.2 keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it;
- 6.3 keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate;
- 6.4 on reasonable notice, permit the Funder's Grant Manager (or any other person authorised by the Funder) to review the Recipient's accounts and records that relate to the receipt and/or expenditure of the Grant and permit such person to take copies of such accounts and records;
- 6.5 [provide a copy of its annual accounts to the Funder within six months (or such lesser period as the Funder may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant is paid;]
- 6.6 Comply, and facilitate the Funder's compliance, with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Funder.

7 Monitoring and reporting

- 7.1 Each party shall appoint a Grant Manager, who shall act as the other party's first point of contact on all matters arising in connection with the Project and with this Deed. The Funder's Grant Manager shall be the person named as such and whose contact details appear in the Grant Award Letter. The Recipient shall notify the Funder of the identity and contact details of its Grant Manager within 14 days of the date of this Deed.
- 7.2 The Recipient shall:
 - 7.2.1 closely monitor the use of the Grant throughout the Grant Period to ensure that the Grant is being applied only for the Project in accordance with this Deed;
 - 7.2.2 provide the Funder with a financial report and an operational report on the use of the Grant and delivery of the Project in such detail and formats as the Funder may reasonably require;
 - 7.2.3 on request provide the Funder with such further information, reports, explanations and documents as the Funder may reasonably require in order for the Funder to be satisfied that the Grant has been used properly in accordance with this Deed;
 - 7.2.4 permit the Funder's Grant Manager (or any other person authorised by the Funder), on reasonable notice, to visit the Recipient and/or access its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the terms and conditions of this Deed and

shall, if so required, provide appropriate oral or written explanations in respect of the same;

7.2.5 following completion of the Grant Period, provide the Funder with a final report which shall:

- (a) outline how the Grant was applied during the Grant Period;
- (b) confirm the total amount of Grant received and the total amount expended;
- (c) confirm the extent to which the Project has been achieved; and
- (d) include such other information relating to the impact achieved through the Funder's support of the Project as the Funder may reasonably require.

8 Acknowledgement and publicity

8.1 [The Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Funder as the source of the Grant.] The Recipient shall [otherwise] acknowledge the Grant in such manner as the Funder may reasonably require, which may, at the Funder's request, include the Funder's name and logo in such form as the Funder or its Grant Manager may specify.

8.2 The Recipient shall not issue any public statement, press release or other publicity relating to or referring to the Grant or the Funder without the prior written approval of the Funder.

8.3 Subject to clause 8.4, the Funder may at its absolute discretion publicise (on its website and elsewhere) the Grant and its support of the Project, whether or not referring also to the Recipient's involvement, without prior notice to the Recipient.

8.4 The Funder shall not publish the name of any individual who benefits from the Grant, or any part of it, without first obtaining the consent of that individual and all other relevant parties.

8.5 The Recipient agrees to participate in and co-operate with promotional activities relating to the Project which may be instigated and/or organised by the Funder.

8.6 The Recipient shall comply with all reasonable requests from the Funder to facilitate visits, provide reports, statistics, photographs and case studies to assist the Funder in its promotional activities relating to the Grant and/or its support for the Project.

9 Intellectual property rights

9.1 The Funder and the Recipient agree that except as expressly set out in the Deed no Intellectual Property Rights of either party are assigned or transferred.

9.2 The Funder grants the Recipient with effect from the Commencement Date a worldwide royalty-free licence to use the Funder's Background IPR for the duration of the Deed for the purpose of carrying out the Project, subject to the following conditions:

9.2.1 the licence is non-exclusive; and

- 9.2.2 the licence is non-transferable and cannot be sublicensed without the Funder's prior written consent.
- 9.3 The Recipient grants the Funder with effect from the Commencement Date a worldwide royalty-free licence to use the Recipient's Background IPR for the duration of the Deed for the purpose of administering the Grant and monitoring and evaluating the Project, subject to the following conditions:
- 9.3.1 the licence is non-exclusive; and
- 9.3.2 the licence is non-transferable and cannot be sublicensed without the Funder's prior written consent.
- 9.4 The Recipient shall indemnify and keep indemnified the Funder against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Funder as a result of or in connection with any action, demand or claim that the Funder's use or possession of any of the Deliverables or the Recipient's Background IPR in accordance with the terms of this Deed, infringes the Intellectual Property Rights of any third party (**Third Party IPR Claim**).
- 9.5 If any Third Party IPR Claim is made or is reasonably likely to be made against the Funder, the Recipient shall promptly and at its own expense procure for the Funder the right to continue using and possessing the relevant Deliverables and Recipient Background IPR.
- 9.6 **[[IF THE TRUST IS TO OWN THE IPR IN THE DELIVERABLES]** The Recipient hereby;
- 9.6.1 assigns to the Funder absolutely with full title guarantee all of the Recipient's Intellectual Property Rights arising, or to arise, in the Deliverables, and any such rights yet to arise shall vest in the Funder when they arise; and
- 9.6.2 grants to the Funder with effect from the Commencement Date a worldwide royalty-free irrevocable licence to use the Recipient's Background IPR for the Proper Use of the Deliverables, subject to the following conditions:
- (a) the licence is non-exclusive; and
- (b) the licence is transferable and may be sublicensed.]
- 9.7 **[[IF ONLY THE RECIPIENT IS TO OWN THE IPR IN THE DELIVERABLES]** The Funder hereby;
- 9.7.1 assigns to the Recipient absolutely with full title guarantee all of the Funder's Intellectual Property Rights arising, or to arise, in the Deliverables, and any such rights yet to arise shall vest in the Recipient when they arise; and
- 9.7.2 grants to the Recipient with effect from the Commencement Date a worldwide royalty-free irrevocable licence to use the Funder's Background IPR for the Proper Use of the Deliverables, subject to the following conditions:
- (a) the licence is non-exclusive; and
- (b) the licence must not be transferred or sublicensed without the prior written consent of the Funder.

9.8 The Recipient hereby grants to the Funder with effect from the Commencement Date a worldwide royalty-free irrevocable licence:

9.8.1 to make Proper Use of the Deliverables; and

9.8.2 to use the Recipient's Background IPR for the Proper Use of the Deliverables;

subject to the following conditions:

9.8.3 the licence is non-exclusive; and

9.8.4 the licence is not transferrable and shall not be sublicensed.]

9.9 **[IF THE TRUST AND THE RECIPIENT ARE EACH TO OWN DIFFERENT PARTS OF THE DELIVERABLES]** The Recipient hereby;

9.9.1 assigns to the Funder absolutely with full title guarantee all of the Recipient's Intellectual Property Rights arising, or to arise, in the parts of the Deliverables listed in Schedule 3 (the **Funder's Deliverables**), and any such rights yet to arise shall vest in the Funder when they arise; and

9.9.2 grants to the Funder with effect from the Commencement Date a worldwide royalty-free irrevocable licence to use the Recipient's Background IPR for the Proper Use of the Funder's Deliverables, subject to the following conditions:

(a) the licence is non-exclusive; and

(b) the licence is transferable and may be sublicensed.

9.10 The Funder hereby grants to the Recipient with effect from the Commencement Date a worldwide royalty-free irrevocable licence:

9.10.1 to make Proper Use of the Funder's Deliverables; and

9.10.2 to use the Recipient's Background IPR for the Proper Use of the Funder's Deliverables;

subject to the following conditions:

9.10.3 the licence is non-exclusive; and

9.10.4 the licence is not transferrable and shall not be sublicensed.

9.11 The Recipient hereby grants to the Funder with effect from the Commencement Date a worldwide royalty-free irrevocable licence:

9.11.1 to make Proper Use of the parts of the Deliverables that are not Funder's Deliverables; and

9.11.2 to use the Recipient's Background IPR for the Proper Use of the parts of the Deliverables that are not Funder's Deliverables;

subject to the following conditions:

9.11.3 the licence is non-exclusive; and

9.11.4 the licence is not transferrable and shall not be sublicensed.]

10 Confidentiality

10.1 The Funder and the Recipient shall during the term of this Deed and thereafter keep secret and confidential all Intellectual Property Rights belonging to the other party, or other business, technical or commercial information disclosed to it as a result of the Deed and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Deed, save as expressly authorised in writing by the other party, save as required by law or an order of the court, and save as set out in clause .

10.2 Nothing in this clause 10 shall prohibit either party from disclosing the Deliverables or Background IPR to any person to whom that party sublicenses (in accordance with the terms of the Deed) the use of such Deliverables or Background IPR.

11 Data protection

The Funder and the Recipient shall (and shall procure that any of their employees, sub-contractors or volunteers involved in connection with the activities under the Deed shall) comply with any notification requirements under the Data Protection Act 1998 and both parties shall duly observe all their obligations under that Act which arise in connection with the Deed.

12 Withholding, suspension and repayment of Grant

12.1 The Funder's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Funder's other rights and remedies, the Funder may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:

12.1.1 the Recipient uses the Grant for purposes other than the Project save where expressly approved in advance in writing by the Funder;

12.1.2 the delivery of the Project does not start within [6 months] of the Commencement Date and the Recipient has failed to provide the Funder with a reasonable explanation for the delay;

12.1.3 the Funder considers that the Recipient has not made satisfactory progress with the delivery of the Project;

12.1.4 the Recipient is, in the reasonable opinion of the Funder, delivering the Project in a negligent manner;

12.1.5 the Recipient obtains funding from a third party which, in the reasonable opinion of the Funder, undertakes activities which are likely to bring the reputation of the Funder into disrepute;

12.1.6 the Recipient provides the Funder with any materially misleading or inaccurate information;

12.1.7 the Recipient commits or committed a Prohibited Act;

12.1.8 the Recipient, or any member of the governing body, or any employee or volunteer of the Recipient has:

- (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project; or
- (b) taken any actions which, in the reasonable opinion of the Funder, bring or are likely to bring the Funder's name or reputation into disrepute;

12.1.9 [the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);]

12.1.10 the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due; or

12.1.11 the Recipient fails to comply with any of the terms and conditions set out in this Deed and fails to rectify any such failure within [30 days] of receiving written notice detailing the failure.

12.2 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Deed it shall notify the Funder as soon as possible so that, if possible, and without creating any legal obligation, the Funder will have an opportunity to provide assistance in resolving the problem or to take action to protect the Funder and the Grant monies.

13 Limitation of liability

13.1 The Funder accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient carrying out the Project, the use of the Grant or from withdrawal of the Grant. The Recipient shall indemnify and hold harmless the Funder, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under this Deed or the Recipient's obligations to third parties.

13.2 Subject to clause 13.1, the Funder's liability under this Deed is limited to the payment of the Grant, as payable in accordance with this Deed.

14 Joint and several liability

Where the Recipient is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Deed on behalf of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this Deed.

15 Recipient assurances

- 15.1 The Recipient represents, undertakes and agrees that it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations relating to the Project, and to any employees, sub-contractors or volunteers engaged in connection with the Project, and shall notify the Funder immediately of any significant departure from such legislation, codes or recommendations.
- 15.2 Without prejudice to the generality of clause 15.1, the Recipient represents, undertakes and agrees that:
- 15.2.1 it shall keep in place an equal opportunities policy and shall seek to promote equality among its employees and generally;
 - 15.2.2 it shall comply at all times with the Equality Act 2010 and shall not treat one individual or group of individuals less favourably than others on grounds of age, disability, gender reassignment, marriage or civil partnership, race, religion or belief, pregnancy or maternity, sex or sexual orientation; and
 - 15.2.3 where the Project involves work with vulnerable adults, children, young people or other vulnerable groups:
 - (a) it shall keep in place an appropriate safeguarding policy and ensure that risks to vulnerable people are properly assessed and mitigated;
 - (b) it shall obtain all approvals, licences and profile checks as may be required by law, including but not limited to Disclosure and Barring Service (**DBS**) checks; and
 - (c) in any event, it shall carry out a DBS check on all of its employees, sub-contractors and volunteers who are engaged in a regulated activity for the purposes of the Safeguarding Vulnerable Groups Act 2006 or otherwise where DBS advice or guidance or a risk assessment shows such a check to be desirable or necessary, in each case at a level appropriate to the role and provided always that the law permits such a check to be carried out.
- 15.3 The Recipient further represents, undertakes and agrees that:
- 15.3.1 it has all necessary resources and expertise to carry out the Project (assuming due receipt of the Grant);
 - 15.3.2 it will act with integrity at all times in meeting its obligations in connection with the Grant;
 - 15.3.3 it has not committed, nor shall it commit, any Prohibited Act;
 - 15.3.4 it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
 - 15.3.5 it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;

- 15.3.6 all financial and other information concerning the Recipient which has been disclosed to the Funder is to the best of its knowledge and belief, true and accurate;
- 15.3.7 it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant; [and]
- 15.3.8 it is not aware of anything in its own affairs, which it has not disclosed to the Funder or any of the Funder's advisers, which might reasonably have influenced the decision of the Funder to make the Grant on the terms contained in this Deed; [and]
- 15.3.9 [since the date of its last accounts there has been no material change in its financial position or prospects].

16 Insurance

- 16.1 The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance under the Deed, including death or personal injury, loss of or damage to property or any other loss.
- 16.2 The Recipient shall, on request, supply to the Funder a copy of such insurance policies and evidence that the relevant premiums have been paid.

17 VAT

The Recipient acknowledges that the Grant is not consideration for any taxable supply for VAT purposes by the Recipient to the Funder. The Recipient understands that the Funder has no obligation to pay the Recipient any amounts in respect of VAT and that, for the avoidance of doubt, the Grant is inclusive of VAT.

18 Duration

- 18.1 Except where otherwise specified, in order to enable the Funder to ensure that the Grant monies are applied for the purposes for which they are given the terms of this Deed shall apply from the date of this Deed until the anniversary of expiry of the Grant Period or for so long as any Grant monies remain unspent by the Recipient, whichever is longer.
- 18.2 Any obligations under this Deed that remain unfulfilled following the expiry or termination of the Deed shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

19 Termination of Grant

The Funder may terminate this Deed and any Grant payments on giving the Recipient [three months'] written notice should it consider it is required to do so by financial restraints or for any other reason.

20 No transfer

The Grant is awarded to the Recipient and is personal to it. The Recipient may not, and shall not purport to, transfer, assign or in any way attempt to make over to any third party its interests or any part thereof under this Deed nor, save as contemplated and required as the means to perform the Project, may the Recipient transfer or pay to any other person the Grant or any part thereof.

21 Further Assurance

Each party shall, and shall use all reasonable endeavours to procure that any other necessary third party shall, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Deed.

22 Entire agreement

This Deed and the documents referred to within it constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

23 Waiver

No failure or delay by a party to exercise any right or remedy provided under this Deed or by law shall constitute a waiver or that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

24 Notices

24.1 Notices shall be in writing and shall be sent to the other party's Grant Manager.

24.2 No form of Electronic Communication other those specified in the Deed may be used for the purposes of transmitting any form of notice under the Deed.

24.3 Any notice or other document:

24.3.1 correctly addressed sent by:

- (a) first-class mail shall be deemed to have been delivered three Business Days following the date of dispatch;
- (b) Royal Mail special delivery guaranteed shall be deemed to have been delivered by 5 pm on the next Business Day following the date of dispatch;
- (c) fax shall be deemed to have been delivered at 9 am on the next Business Day following transmission;

- (d) email shall be deemed to have been delivered when received (unless it is received on a non-Business Day or after 5 pm in which case it is deemed to have been received at 9 am on the next Business Day following receipt; or
- (e) hand shall be deemed to have been delivered at 9 am on the next Business Day following delivery.

25 Dispute resolution

- 25.1 In the event of any complaint or dispute (which does not relate to the Funder's right to withhold or seek repayment of funds or to terminate) arising between the parties in relation to this Deed, the parties shall in the first instance seek to resolve the dispute by agreement within 28 days.
- 25.2 If the matter is not resolved under clause 25.1, the parties shall by agreement refer the matter for mediation by an independent third party, whose decision shall be final and binding. The parties shall bear the costs of the mediation equally.

26 No partnership or agency

This Deed shall not create any partnership or joint venture between the Funder and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

27 Third party rights or benefits

For the avoidance of doubt, the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed.

28 Counterparts

The Deed may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

29 Governing law

This Deed shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1 – PROPOSAL/PROJECT

[Insert Proposal and any other details of the parameters within which the Grant must be spent.]

SCHEDULE 2 – INSTALMENTS

[Insert details of the instalments in which the Grant is to be paid.]

[SCHEDULE 3 – THE FUNDER’S DELIVERABLES]

[Use this Schedule only if the Trust is to own the IPR in parts of the Deliverables and the Funder will own the IPR in the remainder]

[List the parts of the Deliverables in which the Trust will own the IPR]

Signed as a deed by)
THE FROEBEL TRUST acting)
by [NAME OF DIRECTOR], a director)
in the presence of) Director

Witness Signature

Witness Name
(block capitals)

Witness Address
.....

If Recipient is a company:

Signed as a deed by [NAME OF)
RECIPIENT COMPANY] acting)
by [NAME OF DIRECTOR], a director)
in the presence of) Director

Witness Signature

Witness Name
(block capitals)

Witness Address
.....

If Recipient is a trust or unincorporated association:

If s82/333 authority in place:

[Signed as a deed on behalf of the)
Recipient by [NAME OF TRUSTEES)
SIGNING] [two OR [OTHER NUMBER]]) [TRUSTEE SIGNATURE]
of their number, under an authority)
conferred pursuant to [section 82 Charities)
Act 1993 OR section 333 Charities Act 2011]) [TRUSTEE SIGNATURE]
in the presence of:)
Authorised Signatories

Witness Signature

Witness Name
(block capitals)

Witness Address
.....]

OR (if no s333/s82 authority, so that all the trustees must execute):

[Signed as a deed by [NAME OF TRUSTEE] in)
the presence of:)
[TRUSTEE SIGNATURE]

Witness Signature

Witness Name
(block capitals)

Witness Address

.....]

[Signed as a deed by [NAME OF TRUSTEE] in)
the presence of:)
[TRUSTEE SIGNATURE]

Witness Signature

Witness Name
(block capitals)

Witness Address

.....]

[etc.]