

# Terms and conditions for the Music Hub capital grant for musical instruments, equipment and technology

## Contents

<b>1. Definitions .....</b>	<b>2</b>
<b>2. The Agreed Project .....</b>	<b>3</b>
<b>3. Funding.....</b>	<b>5</b>
<b>4. VAT .....</b>	<b>6</b>
<b>5. Monitoring.....</b>	<b>7</b>
<b>6. Your Obligations .....</b>	<b>8</b>
<b>7. Dealings with Project Assets .....</b>	<b>14</b>
<b>8. Termination of this Agreement.....</b>	<b>14</b>
<b>9. Prevention of Fraud and Corruption.....</b>	<b>16</b>
<b>10. Additional terms and conditions .....</b>	<b>17</b>

# 1. Definitions

- 1.1. “we”, “us” and “our” in this document means the Arts Council England and includes its employees and those acting for it.
- 1.2. “you” and “your” in this document means the organisation receiving the grant bound by these terms and conditions.
- 1.3. "Music Hub" means the partnership, co-ordinated by you.
- 1.4. The “Agreed Project” means the activity or activities (as amended from time to time with the approval of Arts Council England), which is attached as Schedule 1.
- 1.5. The ‘Funding Agreement’, which you have accepted, includes and incorporates:
  - 1.5.1. these Terms and Conditions,
  - 1.5.2. the Monitoring Schedule and Payment Conditions,
  - 1.5.3. the application and attachments, including the Project Proposal,
  - 1.5.4. the offer letter, which may include additional conditions,
  - 1.5.5. the requirements set out in the Guidance for Applicants,
  - 1.5.6. together with any other conditions we have imposed and/or you have agreed to from time to time.
- 1.6. For the avoidance of doubt, the reference ‘the date of the Funding Agreement’ shall mean the date on which you accepted the grant offer on our Grantium system.
- 1.7. The “Core Revenue Grant” refers to the grant awarded to you to coordinate and support the delivery of music education provision through a Music Hub partnership against the aims for Music Hubs as set out in ‘The power of music to change lives: a national plan for music education’ (the “National Plan for Music Education”)
- 1.8. “Department for Education’s Musical Instrument, Equipment and Technology Framework” means the agreement with a range of suppliers that enables you or your partners to place orders to purchase the Project Assets in the Purchasing Plan.
- 1.9. The "DfE" means the Department for Education.
- 1.10. "DCMS" means the Department for Culture, Media, and Sport.

- 1.11. The “Funding Agreement Duration” means the period this Funding Agreement and Terms and Conditions remain in force as set out in Clause 8.7.
- 1.12. The “Funding Period” means the period for purchasing the Project Assets as set out in the offer letter.
- 1.13. “Purchasing Plan” means the schedule of the musical instruments, equipment, and technology to be purchased from this grant (as amended from time to time with the approval of Arts Council England), which is attached as Schedule 2.
- 1.14. The “Project Assets” mean the musical instruments, equipment, and technology purchased or created using the grant during the Agreed Project.
- 1.15. The “Register of Assets” refers to the record of Project Assets purchased with the capital grant.
- 1.16. The "Monitoring Schedule and Payment Conditions" means the conditions you have been asked to submit for your payment to be released at scheduled intervals.
- 1.17. The “Subsidy Control Regime” means the Subsidy Control Act 2022, and the Subsidy Control (Subsidies and Schemes of Interest or Particular Interest) Regulations 2022, together with the Department for Business and Trade and the Competition and Markets Authority’s published guidance on the Subsidy Control Regime or as such other laws and/or guidance that may apply or as amended or replaced from time to time, that regulates the award of financial assistance that meets the definition of ‘subsidy’ at section 2 of the Subsidy Control Act 2022.

## **2. The Agreed Project**

- 2.1. You will deliver the activities as defined in the Agreed Project and the Purchasing Plan. You acknowledge that the grant is paid on trust to you for the sole purpose of delivering the Agreed Project.
- 2.2. The Agreed Project will form the basis for reporting, monitoring, and assessing performance under this Funding Agreement.
- 2.3. You will tell us immediately in writing of anything that might significantly delay, threaten, or make unlikely the successful delivery of the Agreed Project or any key part of it.
- 2.4. Where required, you must allow us (or anyone we authorise) to have access to:

- 2.4.1. inspect the Project Asset(s) and any work to them;
  - 2.4.2. monitor the progress of the Agreed Project at any time for the Funding Agreement Duration; and,
  - 2.4.3. monitor the Agreed Use.
- 2.5. You acknowledge that you will be responsible for and own all Project Assets purchased with the grant and ensure they are used only for the Agreed Use as set out in the Agreed Project.
- 2.6. You will maintain the Project Assets in good repair and condition and ensure that they are adequately insured.
- 2.7. You will use the Department for Education's Musical Instrument, Equipment and Technology Framework as the primary mechanism for securing and procuring the agreed Project Assets set out in the Purchasing Plan. The framework will be mandatory for all purchases made using this grant, except in exceptional circumstances where the required items are not available through this procurement mechanism. In such exceptional circumstances, the prior written consent of Arts Council England and the DfE must be sought. You may be required to repay the grant, up to the value of the items purchased, where the funding has been used to purchase Project Assets using a procurement method where prior written consent has not been given (i.e. via your approved Purchasing Plan).
- 2.8. You acknowledge that you can make the grant available to partners to enable them to purchase eligible instruments, equipment, and technology for the benefit of the Music Hub. In such cases, you will put in place an appropriate legal agreement (for example, an asset purchase and management agreement) with their partner(s) or incorporate these elements into their wider partnership agreement(s), whichever is more appropriate. The agreement must clearly state that you will own any instruments, equipment and technology purchased using the grant, irrespective of whether a partner has carried out the administrative task of purchasing the Project Assets. See the guidance on partnership agreements for more details: <https://www.artscouncil.org.uk/partnership-agreement-guidance>
- 2.9. You acknowledge that you and any partners you have instructed to purchase Project Assets on your behalf must register to use the Department for Education's Musical Instrument, Equipment and Technology Framework as a condition of this grant and adhere to the terms of use set out by the DfE. Where the required items are not available through this procurement mechanism, you will ensure that you, and any partner organisation(s) spending the grant will do

so in accordance with the procurement requirements set out in 6.3.1 to 6.3.3 inclusive of these Terms and Conditions.

- 2.10. You and your partners (if relevant) will participate in evaluating the capital grant, as set out in the funding agreement for your Music Hub Core Revenue Grant and the terms and conditions of this grant.
- 2.11. You will maintain a Register of Assets for any Project Assets purchased with the grant, using the template provided. This register will record, as a minimum:
- description of the asset(s) purchased
  - the date of purchase
  - the price paid
  - any serial numbers (as relevant)
  - if the asset(s) is proposed to be disposed, the date of our written permission
  - the date of disposal (in due course)
  - the value of the disposal
- 2.12. You will ensure you appropriately manage necessary instrument storage, purchasing and maintenance. Partners may also store, manage and/or maintain instruments, equipment and technology bought with the capital grant, but you will still be accountable for owning all Project Assets purchased with the grant and will be responsible for any losses or damage.

### **3. Funding**

- 3.1. Subject to satisfactory receipt of the information required to pay the grant, we agree to pay you the total grant as shown in the offer letter.
- 3.2. We will not make any payments under this Funding Agreement until we have evidence that your board or equivalent has accepted these Terms and Conditions, and the Funding Agreement is properly accepted by a board member or equivalent. You will ensure that at all times, while the Funding Agreement is in force, it is correctly constituted and regulated and that the receipt of the grant and the delivery of the Agreed Project are within the scope of your constitution.
- 3.3. You accept that these Terms and Conditions are not negotiable, and you shall have no right to amend or vary the provisions of this Funding Agreement, which, for the avoidance of doubt, includes the Agreed Project and the Funding Period as specified in the offer letter [We reserve the right to make reasonable updates to these Terms and Conditions from time to time].

- 3.4. You accept that we will not increase the grant if you spend more than the total grant shown in the offer letter.
- 3.5. We are not obligated to pay the grant after the expiry of the Funding Period set out in the offer letter.
- 3.6. You will notify us in writing if the costs of the Agreed Project are expected or anticipated to increase, explaining the reason for any overrun and how it is intended that any overrun will be funded, together with an updated budget or any other information we request.
- 3.7. You accept that all purchases made with this grant must be capitalised on your balance sheet, and evidence must be provided as to such capitalisation. Providing evidence of capitalisation is a condition of this grant, and any spending that is not capitalised may need to be returned to us.
- 3.8. You will comply with all relevant laws regarding the submission of accounts, audit or examination of accounts, annual reports, and annual returns. You will maintain an appropriate depreciation policy, and the Project Assets will be depreciated in line with this agreed policy.
- 3.9. You will acknowledge our grant in the annual reports and accounts covering the Funding Period.
- 3.10. You will show our grant and related expenditure as restricted funds under the description “Arts Council Capital Grant” in your annual accounts. You will separately identify unspent funds and assets in respect of the grant in accounting records. If you have more than one restricted fund, it will include a note to the accounts identifying each restricted fund separately. If you have more than one grant from us, it will record each grant separately in the notes to the accounts. You will identify unspent funds and assets with respect to the Grant separately in your accounting records.

## **4. VAT**

- 4.1. The grant is not considered for any taxable supply for VAT purposes. You acknowledge that our obligation does not extend to paying any amounts with respect to VAT in addition to the grant.

- 4.2. If you are registered for VAT or subsequently become liable to register for VAT, you must keep proper and up-to-date records, and you must make those records available and give copies to us when requested.
- 4.3. You acknowledge that grant payments for the Agreed Project must be claimed net of any VAT that is recoverable from HM Revenue and Customs. If the Agreed Project includes any irrecoverable VAT and you subsequently recover any VAT from HM Revenue and Customs, you must pay back immediately any of the VAT that has been paid for with the grant.

## **5. Monitoring**

- 5.1. We will designate a relationship manager for you in relation to this Funding Agreement. The relationship manager is the main point of contact between us and you. The relationship manager will:
  - 5.1.1. act as the main contact with you for all matters relating to the grant and the Agreed Project;
  - 5.1.2. will monitor your delivery of the Agreed Project, ensuring you comply with the terms and conditions of this Funding Agreement and other requirements in accordance with our monitoring requirements;
  - 5.1.3. may identify examples of good practice and issues and share these with relevant colleagues.
- 5.2. You must take appropriate steps to monitor your own success in achieving the Agreed Project.
- 5.3. We welcome dialogue on our relationship with you, and the first point of contact for such feedback is the Relationship Manager. If you wish to make a complaint, you should use our relevant complaints procedure, which is published and updated on our website from time to time:  
<https://www.artscouncil.org.uk/contact/making-complaint>
- 5.4. We will submit reports to the DfE and/or the DCMS and/or the monitoring board overseeing the National Plan for Music Education, as appropriate. These reports will be in the format and contain such information as the DfE/DCMS agrees with us and may include any information provided by you under the Funding Agreement. The DfE and/or the DCMS are the legal owners of the information contained in the reports and may use and publish the information for any purpose.



## **6. Your Obligations**

- 6.1. We require you to meet any special or additional conditions which may have been agreed between us and you in writing from time to time and which will be deemed incorporated into this Funding Agreement.
- 6.2. In addition, we require you to meet the following requirements:
  - 6.2.1. We will monitor and assess your delivery of the Agreed Project and how effectively the grant is being used. To enable this, you will send us all such information as we may, in our sole discretion, reasonably request from time to time. This includes the information, without limitation, set out in the offer letter and copies of all or any other relevant documentation about the financial and operational running of your organisation, including business plans, board papers or equivalent, reserves policies and any other information which we deem relevant to our understanding of how the Agreed Project is being delivered and the funding used.
  - 6.2.2. You must tell us in advance if you want to make any significant changes to your legal status or to the Agreed Project under this Funding Agreement.
  - 6.2.3. You will follow our branding and publicity guidelines at all times and will acknowledge the grant verbally and in writing in press, marketing, and communications materials. You will use the Arts Council's grant award logo and other logos, including any required by the DfE and/or DCMS as may be required, appropriately on all published material, including printed and online material.
  - 6.2.4. You consent to any publicity about the grant and the Agreed Project as we may from time to time require. We and the DfE and/or the DCMS can carry out any forms of publicity and marketing to promote the award of the grant as we and/or the DfE/DCMS see fit, including the publication of information provided by you. You will do whatever is reasonably required to assist with any form of publicity and marketing, including press or media-related activities.



- 6.2.5. You will take all reasonable steps to minimise the environmental impact of the Agreed Project.
- 6.2.6. You are fully responsible for every part of your business. This includes, without limitation:
- 6.2.6.1. You must ensure that all current and future members of your organisation's governing body receive a copy of this Funding Agreement while it remains in force, and you will ensure that the receipt of this grant and the delivery of the Agreed Project are within the scope of the governing documents.
  - 6.2.6.2. You are responsible for getting your own management, business, and music advice. This includes considering whether you need to get your own advice regarding finances, accounting, tax, solvency, insurance, human resources, legal advice (including your compliance with legislation), or other types of professional advice.
  - 6.2.6.3. You must tell us immediately of any changes in your organisation or in your arrangements with your consortium member organisations and/or partner organisations and any changes that may threaten your solvency or the solvency of any of your partners and inform us if you (or they) enter(s) into or propose(s) any arrangement with any of your (or their) creditors.
  - 6.2.6.4. You must tell us immediately of any changes in your organisation or in your arrangements with your consortium member organisations and/or partner organisations and any changes that may threaten your solvency or the solvency of any of your partners and inform us if you (or they) enter(s) into or propose(s) any arrangement with any of your (or their) creditors.
  - 6.2.6.5. You are responsible, through the partnership agreements you have in place, for ensuring that your partners have sound financial procedures in place appropriate for handling public money and are under an obligation to you to meet all the obligations imposed upon you under the terms of this Funding Agreement as necessary for them to fulfil their obligations to you.
  - 6.2.6.6. You must tell us in writing as soon as possible if any disputes with third parties arise or if any legal claims or any regulatory investigations are made or threatened against you and/or which would adversely affect the Agreed Project during the period of the

grant (including without limitation any claims made against members of your governing body or staff or your partners and their governing body or staff).

6.2.7. In carrying out your business and funded activity under the Agreed Project, you must obtain all approvals, consents and licences required by law to deliver the Agreed Project. You will comply with any relevant laws or government requirements and comply with best practice in governance, reporting and operation. This includes (but is not limited to) the following obligations on you:

- 6.2.7.1. taking all reasonable steps to ensure the safety of the children, young people, and adults at risk of abuse that you will work with. You will follow expectations and best practice published in our Safeguarding Policy for Grant Holders, as may be amended from time to time, by having appropriate policies and procedures in place to ensure the protection of children, young people and vulnerable adults and in complying with those procedures. Information on our Safeguarding Policy for Grant Holders can be found at: <https://www.artscouncil.org.uk/developing-creativity-and-culture/children-and-young-people/safeguarding-and-child-protection>;
- 6.2.7.2. dealing with any safeguarding incidents which may occur during any of the activities provided by a Music Hub via the specific organisation's safeguarding policy and then raise, log, manage and escalate (if applicable) through the safeguarding policy and procedures set out by you, on behalf of your Music Hub. Any serious or significant incidents should also be reported to us immediately for information purposes and to provide advice on any reputational risk implications for you (or one or more of your delivery partners), us and/or the DfE;
- 6.2.7.3. following best practice in having appropriate and effective policies and procedures in place concerning equality and diversity, harassment and bullying and in complying with those policies and procedures;
- 6.2.7.4. having appropriate and effective disciplinary, grievance, public-facing complaints, and whistle-blowing policies in place at all times and acting in accordance with them;

- 6.2.7.5. having an equal opportunities policy in place at all times and acting at all times without distinction and in compliance with all relevant equality legislation;
- 6.2.7.6. at all times, complying with Data Protection Legislation;
- 6.2.7.7. adhering to all relevant legal obligations relating to offering internships;
- 6.2.7.8. ensuring that salaries, fees, and subsistence arrangements are as good as or better than those agreed by any relevant trade unions and employers' associations;
- 6.2.7.9. maintaining all main financial records, including profit and loss accounts, management statements, personnel and payroll records for staff funded under this Funding Agreement for seven years after the grant has ended. You will complete all statutory returns for employees and make all relevant payments to cover their pensions and salary deductions, such as income tax and National Insurance contributions;
- 6.2.7.10. considering any possible risks involved in your funded activities;
- 6.2.7.11. taking appropriate action to protect everyone involved and maintaining adequate and appropriate insurance at all times;
- 6.2.7.12. adhering to any legislation or regulations in relation to 'sanctioned' countries, organisations and/or individuals which may be in force at any time during the Funding Agreement Duration ("Sanctions Legislation"). Information on the UK Sanctions Regime can be found at: <https://www.gov.uk/government/collections/uk-sanctions-regimes-under-the-sanctions-act>;
- 6.2.7.13. you must ensure that you do not work with organisations proscribed under the Terrorism Act 2000:  
<https://www.gov.uk/government/publications/proscribed-terror-groups-or-organisations-2/proscribed-terrorist-groups-or-organisations-accessible-version>;
- 6.2.7.14. if applicable to you, complying with the Modern Slavery Act 2015 and any other slavery, servitude and forced or compulsory labour and human trafficking legislation.

6.3. When procuring goods, works or services that are funded in whole or in part by the Funding Agreement, you must ensure you are:

6.3.1. getting the best value for money when buying goods, works, or services and ensuring that any procurement process is conducted in a transparent and proportionate manner and suppliers are treated equally and without discrimination;

6.3.2. having appropriate policies and procedures for obtaining quotes or competitive tendering in place for purchasing any goods, works or services costing more than £12,000 (including VAT) over the whole life of the contract, including any extensions (irrespective of how likely it is that they will be exercised);

6.3.3. complying with your obligations under the Public Contracts Regulations 2015 (as amended or replaced from time to time) ("PCR") if you are a contracting authority subject to the PCR; and;

6.3.4. for contracts within the scope of Regulation 13 of the PCR, procure in a manner compliant with the PCR (as amended or replaced from time to time) and advertised in such a way as to ensure that all interested suppliers in the market are aware of the opportunity to tender for the contract as if you are a contracting authority for the purposes of the PCR. You understand you shall not sub-divide a requirement intending to exclude the application of clauses 6.3.1 to 6.3.3 or comply with your obligations under the PCR.

6.4. We may request, and you must provide any information we require to satisfy us that you have complied with your obligations under clauses 6.3.1 to 6.3.3.

6.5. You acknowledge that we may incur financial liability if you breach your obligations under clauses 6.3.1 to 6.3.3 and that you shall be liable to us for any losses, costs (including legal costs), damages, and any other financial liability that you incur as a direct result of such breach.

6.6. You accept that our staff, council members, and advisers cannot give you professional advice and will not take part in carrying out your business. We cannot be held responsible for any action you take or fail to take or your debts or liabilities. We will not be liable for any losses or charges if we do not make any grant payment on the agreed date. We will not be responsible to anyone else who may take or threaten to take proceedings against you.

- 6.7. Subject to Clause 7 below, you will not sell, give away, license, or borrow against any Project Assets (including any intellectual property rights) without first receiving our prior written consent. As the grant has come from public funds, you understand and accept that if we provide the consent, it will require that the disposal is at full market value and/or subject to conditions requiring you to repay all or part of the grant money received. You must always maintain adequate insurance for any Project Assets, including the full replacement value of any such assets.
- 6.8. You must give us, the National Audit Office, or any of their agents access to meetings, events, and any/all financial records, other information, and/or premises, as may be reasonably requested, relating to the Agreed Project, you, or to any other matter arising under this Funding Agreement. We may postpone payment of the grant or an instalment of the grant until we have received the material it has requested.
- 6.9. You must immediately tell us about any changes, or anticipated changes, to bank or building society details or any other changes to the information provided to us.
- 6.10. The Freedom of Information Act 2000 applies to us. This means that any information we receive from you will be subject to the Freedom of Information Act. By law, we may have to provide your information to a member of the public if they ask for it under the Freedom of Information Act 2000. For further details, see our information sheet “How we treat your application under the Freedom of Information Act”, available on our website at [www.artscouncil.org.uk](http://www.artscouncil.org.uk). If you have any concerns, you should let us know as some information may be covered by exemptions under the Freedom of Information Act 2000 if it is sensitive or confidential, but any decision to release information under the Freedom of Information Act 2000 is at our absolute discretion.
- 6.11. You understand and acknowledge that we can only guarantee future instalments of the grant as long as DfE makes available by the will of Parliament and funds from the Government are made available to the Music Hub Programme.
- 6.12. You acknowledge that the grant comes from public funds and confirm that the support provided is compliant with the Subsidy Control Regime. Where applicable, you agree that we will publish information relating to the grant and that you will keep reasonably detailed records to demonstrate compliance with the Subsidy Control Regime and shall provide a copy of such records to us

upon reasonable request. In the event that it is deemed by a competent court or other regulatory authority to be non-compliant with the Subsidy Control Regime, you shall repay the entire grant (and any other sums due) immediately.

- 6.13. You will ensure that no other organisation or individual acquires any third-party rights under this Funding Agreement.

## **7. Dealings with Project Assets**

- 7.1. You must seek our prior written consent if you wish to sell or dispose of any Project Assets purchased with the Grant within the Funding Agreement Duration.
- 7.2. We may require the repayment of all or part of any proceeds of any disposal or sale.
- 7.3. Arts Council England and the DfE reserve the right to request that you transfer ownership of the Project Assets to another organisation that is to carry out the Agreed Use or to the DfE. This request may occur during the Funding Agreement Duration and/or on early termination and/or on expiry of the Funding Agreement. If, upon expiry of the Funding Agreement, you have received no request to transfer, you shall contact Arts Council England and the DfE to instigate the transfer of the Project Assets. You will act reasonably and without delay to put this into effect within a period of two months of receiving such a notification.

## **8. Termination of this Agreement**

- 8.1. If you breach any of the terms and conditions of this Funding Agreement, then we, in our absolute discretion, may terminate the Funding Agreement and/ or withhold or demand repayment of all or part of the grant. You will repay any grant requested immediately upon demand.
- 8.2. We may suspend payment of the grant if we wish to investigate any matters concerning the grant (or any other grants given by us to you). You understand and accept that we will accept no liability for any consequences, whether direct or indirect, that may arise from a suspension, even if the investigation finds no cause for concern.

8.3. We may also terminate, withhold or demand repayment of all or part of the grant if you:

- 8.3.1. close down your business (unless, with our prior consent in our absolute discretion, you join with, or are replaced by, another organisation that can take over this Funding Agreement and carry out the purposes of the Grant to our satisfaction);
- 8.3.2. make significant changes to the Agreed Project without the prior written approval of us;
- 8.3.3. allow the Project Assets to be used for purposes other than the Agreed Use set out in the Agreed Project;
- 8.3.4. do not fulfil the purpose of the grant with reasonable care, thoroughness, competence and to a standard that we expect from you with its level of experience in its practice, profession, or line of work;
- 8.3.5. provide any information to us that is wrong or misleading, either by mistake or because it is trying to mislead us during the application process or during the period of this Funding Agreement;
- 8.3.6. becomes, or in our view is likely to become, insolvent, any order is made, or resolution is passed, for it to go into administration, be wound up or dissolved; an administrator or other receiver, manager, liquidator, trustee or similar officer is appointed over all or a considerable amount of your assets; or you enter into or proposes any arrangement with your creditors;
- 8.3.7. act illegally or negligently at any time;
- 8.3.8. act in such a way that we believe it has significantly affected the Agreed Project or is likely to harm our or your reputation, or it is in our discretion necessary to protect public money;
- 8.3.9. sell or in some other way transfers any part of the grant, the business or the activity funded under the Agreed Project to someone else without first getting our approval in writing;
- 8.3.10. use the grant or any part of it for any activity that is intended to influence or attempt to influence Parliament, Government or political parties, or attempts to influence the awarding or renewal of contracts and grants or attempts to influence legislative or regulatory action;



8.3.11. works with any prohibited organisation proscribed under the Terrorism Act 2000 as set out in clause 6.2.7.13.

- 8.4. If you are in breach of any of the terms of this Funding Agreement and we do not enforce one or more of our rights straight away, this does not mean that we will not do so in the future. We will give up our right to enforce the whole or any part of this Funding Agreement only if we tell you in writing.
- 8.5. If you have other grants with us, you are also under an obligation to adhere to the terms and conditions of those Funding Agreements. If there is any conflict between those terms and conditions and the terms and conditions of this Funding Agreement, these terms and conditions will take precedence so far as they relate directly to the delivery of this Agreed Project.
- 8.6. If you breach any of the terms of this Funding Agreement, we can choose to treat that as you breach the terms of any other grant agreements we have with you. This will allow us to take the same actions under those agreements that we may take under this Funding Agreement, including making you pay back the grant(s) and stopping any future payments.
- 8.7. This Funding Agreement and these Terms and Conditions remain in force for five (5) years from the date of the Funding Agreement or for such other longer period in circumstances where you do not carry out any of the Terms and Conditions of this Funding Agreement or any breach of them continues (this includes any outstanding reporting on grant expenditure or the delivery of the Agreed Project).

## **9. Prevention of Fraud and Corruption**

- 9.1. You shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the Agreed Project or showing or refraining from showing favour or disfavour to any person in relation to the Agreed Project.
- 9.2. If you or your staff, suppliers or sub-contractors engages in conduct prohibited by clause 9.1 or commits fraud in relation to the Agreed Project or any other contract with the Crown (including us), we may:
- 9.2.1. terminate the Funding Agreement and recover from you the amount of any loss suffered by us resulting from the termination; or
  - 9.2.2. recover in full from you any other loss sustained by us in consequence of any breach of this clause.

## **10. Additional terms and conditions**

10.1. We have the right to impose additional terms and conditions on the grant if:

10.1.1. you are in breach of the Funding Agreement;

10.1.2. we or any other funder withdraws or suspend any part of the funding for the Agreed Project;

10.1.3. we have reasonable grounds to believe that you are carrying out the Agreed Project in a way that may have a detrimental effect on the Agreed Project or on our role as a distributor of public money. For the avoidance of doubt, this would apply to the manner and speed of the delivery of the Agreed Project, or to any illegal or negligent actions by you, and not to any artistic decision made by you;

10.1.4. we have reasonable grounds to believe that it is necessary to protect public money;

10.1.5. we judge that members of your governing body, volunteers or staff or any person or organisation closely involved in carrying out the Agreed Project act in a way that may have a detrimental effect on the Agreed Project or on our reputation as a distributor of public money or as a Government sponsored body;

10.1.6. we have reasonable grounds to believe that it is necessary to protect public money;

10.1.7. further legislation and guidance is made in relation to Subsidy Control;

10.1.8. the DfE and the DCMS revise the National Plan for Music Education or any other related Cultural Education Policies at any time during the Funding Period; and/or,

10.1.9. we believe such conditions are necessary or desirable to ensure that the Agreed Project is delivered as agreed by the parties.