

Cultural Passport for Young People Grant Agreement

Heads of Terms

Agreement date	[To be confirmed]																
Funder	City of York Council, West Offices, Station Rise, York, YO1 6GA (the ' Council ')																
Recipient	[To be confirmed] (the ' recipient ')																
Grant amount	£ [To be confirmed] (£ TBC pounds sterling) (the ' grant ')																
Payment	<p>Payment of the Grant to the Recipient shall be staged as follows:</p> <table border="1" style="margin-left: 20px;"> <thead> <tr> <th style="background-color: #e0e0e0;">Stage</th> <th style="background-color: #e0e0e0;">Payment Date</th> <th style="background-color: #e0e0e0;">% of Grant</th> <th style="background-color: #e0e0e0;">Value</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>[DD/MM/YYYY]</td> <td style="text-align: center;">40%</td> <td>[£ insert]</td> </tr> <tr> <td style="text-align: center;">2</td> <td>[DD/MM/YYYY]</td> <td style="text-align: center;">40%</td> <td>[£ insert]</td> </tr> <tr> <td style="text-align: center;">3</td> <td>[DD/MM/YYYY]</td> <td style="text-align: center;">40%</td> <td>[£ insert]</td> </tr> </tbody> </table> <p>Payments 2 and 3 are each subject to Council receiving and approving the appropriate monitoring form alongside the relevant invoices. Additionally, Payment 3 is subject to Council's approval of Recipients accounts and final evaluation document pursuant to clause 13.</p>	Stage	Payment Date	% of Grant	Value	1	[DD/MM/YYYY]	40%	[£ insert]	2	[DD/MM/YYYY]	40%	[£ insert]	3	[DD/MM/YYYY]	40%	[£ insert]
Stage	Payment Date	% of Grant	Value														
1	[DD/MM/YYYY]	40%	[£ insert]														
2	[DD/MM/YYYY]	40%	[£ insert]														
3	[DD/MM/YYYY]	40%	[£ insert]														
Grant period	The period commencing on [DD/MM/YYYY] and expiring on [DD/MM/YYYY] (the ' Grant Period ')																
Purpose of grant	[To be confirmed] (the ' purpose ')																

This Agreement is subject to the terms and conditions overleaf.

Signed by [NAME OF DIRECTOR]

for and on behalf of [NAME OF RECIPIENT].

[DIRECTOR SIGNATURE]

Director

Signed by [NAME OF AUTHORISED SIGNATORY]

for and on behalf of CITY OF YORK COUNCIL

[AUTHORISED SIGNATORY SIGNATURE]

Authorised signatory

Terms and conditions of grant

1. Words shown with a capital letter shall take the meaning ascribed to them in the Heads of Terms.

2. Subject to clauses 3 to 16, the Council shall pay the Grant to the Recipient in line with the Heads of Terms.

3. The Recipient acknowledges that the Council is subject to the terms and conditions of the York and North Yorkshire Combined Authority's (YNYCA) Grant Agreement, dated 10 November 2025 (the 'Funding Rules') relating to:

Project 1: Our City Centre Regeneration

Project 2: Construction Skills

Project 3: Movement and Place Plan

Project 4: Cultural Passport For Young People Programme

Project 5: EV Charging Infrastructure

Project 6: Plan for Acomb and Haxby

This is the source of funding for the Grant, and shall provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Council to comply with its obligations under the Funding Rules. Any such assistance shall be provided in a timely manner.

4. The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds.

5. The payment of the Grant by the Council under this Agreement is believed to be outside the scope of Value Added Tax (VAT) but in the event any VAT shall become chargeable all payments shall be deemed to be inclusive of all VAT and the Council shall not be obliged to pay any additional amount by way of VAT.

6. The Recipient shall not include VAT on costs and/or invoices provided to Council where the Recipient is able to reclaim VAT. Any such costs and/or invoices provided to Council must show the true final cost to the Recipient.

7. The Recipient shall use the Grant for the Purpose and shall provide the Council with such information to evidence compliance with this clause 7 may reasonably be requested from time to time.

8. The Recipient shall not publish any material referring to the Purpose, the Council or YNYCA without the prior written agreement of the Council and/or the YNYCA.

9. Subject to clause 7, the Recipient shall acknowledge the support of the Council and the YNYCA in any materials that refer to the Purpose and in any written or spoken public presentations about the Purpose. Such acknowledgements (where appropriate or as requested by the Council and/or the YNYCA) shall include:

9.1. The Council's name and logo (or any future name or logo adopted by the Council); and/or

9.2. The YNYCA's name and logo (or any future name or logo adopted by YNYCA);

9.3. The Cultural Passport programme name and logo (or any future name or logo adopted by the Cultural Passport programme), using the templates provided by the Council and/or the YNYCA from time to time.

10. In using either the YNYCA or Council's name and logo, the Recipient shall comply with all reasonable branding guidelines communicated to the Recipient by the Council or YNYCA (as applicable) from time to time.

11. Upon reasonable notice from the Council, the Recipient shall permit the Council's project officer to visit the provision to conduct an in-person review of the Recipient's use of the Grant. No notice shall be required where the Council has reasonable grounds to suspect that the Recipient is misusing the Grant or is otherwise in breach of any term of this Agreement.

12. Should any part of the Grant remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent monies are returned to the Council or, if agreed in writing by the Council, shall be entitled to retain the unspent monies to use for such purposes as are agreed between the parties.

13. The Recipient shall provide the Council with a copy of its accounts and evaluation document within one (1) month of the end of the Grant

Period, and any surplus shown therein to be held by the Recipient (limited to the amount of the Grant) shall be deemed to constitute unspent monies for the purposes of clause 12 above.

14. The Recipient acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIRs) and shall assist and co-operate with the Council (at the Recipient's expense) to enable the Council to comply with its obligations under the FOIA and EIRs.

15. The Recipient warrants, undertakes and agrees that:

15.1. to the best of its knowledge, payment of the Grant to the Recipient is compatible with the Subsidy Control Act 2022;

15.2. it has not committed, nor shall it commit, any Prohibited Act, which shall for the purposes of this Agreement be defined as:

15.2.1. offering, giving or agreeing to give to any servant of the Council or Crown any gift or consideration of any kind as an inducement or reward for:

a) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Council or Crown; or

b) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Council or Crown;

15.2.2. entering into this Agreement or any other contract with the Council or Crown where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Council;

15.2.3. committing any offence:

a) under the Bribery Act;

b) under legislation creating offences in respect of fraudulent acts; or

c) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Council or Crown; or

d) defrauding or attempting to defraud or conspiring to defraud the Council or Crown.

15.3. it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Council immediately of any significant departure from such legislation, codes or recommendations;

15.4. it has and shall keep in place adequate policies and procedures for matters of safeguarding, including appropriate risk assessments, and shall provide a copy of such policies to Council on request;

15.5. it has and shall keep in place adequate procedures for dealing with any conflicts of interest;

15.6. it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;

15.7. all financial and other information concerning the Recipient which has been disclosed to the Council is to the best of its knowledge and belief, true and accurate;

15.8. 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;

15.9. it is not aware of anything in its own affairs, which it has not disclosed to the Council or any of the Council's advisers, which might reasonably have influenced the decision of the Council to make the Grant on the terms contained in this Agreement.

16. 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 of the

Agreement, including death or personal injury, loss of or damage to property or any other loss (the “Required Insurances”). The Required Insurances include (but are not limited to):

16.1. public liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project; and

16.2. employer's liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project. The Recipient shall (on request) supply to the Council a copy of such insurance policies and evidence that the relevant premiums have been paid.

17. The Council may at its discretion require repayment of some or all of the Grant if:

17.1. the Recipient receives duplicate funding from a third party;

17.2. the Recipient commits or committed a Prohibited Act:

17.3. payment of the Grant to the Recipient is identified as being an unlawful subsidy under the Subsidy Control Act 2022;

17.4. 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);

17.5. 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

17.6. the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within thirty (30) days of receiving written notice detailing the failure.

18. Wherever under the Agreement any sum of money is recoverable from or payable by the Recipient (including any sum that the Recipient is liable to pay to the Council in respect of any breach of the Agreement), the Council may unilaterally deduct that sum from any sum then due, or

which at any later time may become due to the Recipient under the Agreement or under any other agreement or contract with the Council.

19. Where the Council requires the Recipient to repay any amount of the Grant, including but not limited to in accordance with clause 12 of this Agreement, the Recipient shall repay the amount concerned within fifteen (15) Working Days of receiving the demand for repayment. The liability to meet such a demand shall be enforceable as a contractual debt.

20. The Council accepts no liability for any consequences, whether direct or indirect, that may come about from the use of the Grant or from withdrawal of the Grant. The Recipient shall indemnify and hold harmless the Council, 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 non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.

21. The Council reserves its right to amend this Agreement upon notification to the Recipient if any directions guidance or other communication is given or made to the Council by any government body or agency or equivalent entity requiring such amendment.

22. The Recipient may not assign any of its rights or transfer any of its rights or obligations under this Agreement.

23. This Agreement 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.